



Telework Memorandum of Agreement

I, _____, request the privilege of performing my duties as a New River CTC employee at a non-College controlled location. If my application is approved, I agree that I will comply with all laws, rules, and regulations applicable to New River CTC employees, and that this agreement does not guarantee employment for any period of time.

For the duration of my teleworking relationship with New River CTC, I will meet with my supervisor on a regular basis as he/she expects to review my work and productivity, and will continue to perform my duties at the same satisfactory level as when I performed the work at the New River CTC location. I will go through an annual performance evaluation. There will be no special considerations involved in my performance evaluation related to my status as an employee who teleworks. I must maintain an evaluation rating of at least **Meets Expectations** or **Exceeds Expectations**.

I will be fully available to respond to work-related communications during my established work hours. I will attend meetings and other College events on College premises as required by my supervisor. I understand that I will not provide dependent care during work hours. I understand that telework cannot be used to substitute for sick leave.

I understand that **I MAY** or **MAY NOT** (circle one) be expected to telework for the duration of an emergency or inclement weather closing. If I am unable to telework during an emergency or inclement weather closing due to illness or dependent care responsibilities, I may be asked to take appropriate leave. I understand that I may be asked and expected to report to a central workplace, other alternative locations, or be granted emergency closing authorization, on a case-by-case basis when other circumstances (e.g., power failure) prevent me from teleworking at the alternate work locations designated on this agreement.

RECORDS AND INFORMATION SECURITY

It is my responsibility to safeguard New River CTC data and records from unauthorized disclosure or damage and to maintain them in compliance with applicable state and College regulations. This includes records in any medium. I will not store sensitive information on any personal or portable devices. I will not print sensitive information unless I am physically able to retrieve the information and will rely instead on remote access to the information as much as possible.

I accept personal responsibility for any damages that occur because of my failure to maintain or return College records that are or were created or stored at my telework worksite.

www.newriver.edu

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Campus**
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**Mercer County
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Princeton, WV 24740
304.425.5858
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**Nicholas County
Campus**
6101 Webster Road
Summersville, WV 26651
304.872.1236
Fax 304.872.3587

**Raleigh County
Campus**
280 University Drive
Beaver, WV 25813
304.929.5450
Fax 304.929.6719

**Central
Administration**
280 University Drive
Beaver, WV 25813
304.929.5445
Fax 304.929.5478

All College records and files temporarily stored at the teleworker's approved alternative worksite shall remain property of the College.

COMPENSATION AND BENEFITS

Teleworking does not change anything about attendance requirements or compensation. I must submit timesheets as required through the normal channels. Overtime and compensatory time, if applicable to my job, must be approved in advance by my supervisor. I am responsible for dealing with any home-office tax deductions according to applicable laws and regulations. New River CTC does not give tax advice.

LIABILITY AND REIMBURSEMENT

New River CTC is not liable for any damages to my property that might result from my participation in the telework program. I am liable for any damage to New River CTC-owned property during my participation in the telework program that results from misuse, abuse, or negligence on my part. New River CTC is not responsible for any operating, maintenance, communication channel, or any other incidental costs of operating a telework site.

SAFETY

I agree to maintain safe working conditions in my alternative worksite and to practice the same safety procedures there as at my New River CTC workspace. I certify that my alternative worksite complies with safety regulations and that I have inspected it for the following:

- a. Entry and workspace are free of any obstacles and all tripping hazards.
- b. All stairs with four or more steps have handrails.
- c. Electrical equipment is free of recognized hazards that would cause physical harm such as frayed wires, bare conductors, loose wires, flexible wires running through walls, or exposed wires fixed to ceiling.
- d. Electrical outlets are three-pronged (grounded).
- e. File cabinets and doorways are arranged so that drawers and doors do not open into walkways.
- f. Furniture provides proper support and is adjustable for comfort.
- g. Work surface should be at an appropriate level and designed for the tasks being performed.
- h. Frequently used objects are within easy reach to prevent repetitive stretching and/or turning.
- i. Monitors are at eye level and about 18-24 inches away.
- j. When using the keyboard and mouse, shoulders are relaxed with the upper arms resting at your sides. Hands are in neutral position level with the wrists.
- k. Phone, electrical, and extension cords are secured under the desk or alongside the baseboard.
- l. Floor surfaces are dry, clean, level, and free of worn or frayed seams. Carpets are secured to the floor. Floor surfaces are free of obstacles.
- m. The alternate work site is adequately ventilated.
- n. The alternate work site has adequate lighting for the tasks being performed.
- o. The alternate work site is reasonably quiet.
- p. Work materials and equipment are in a secure place that can be protected from damage or misuse. Security requirements are in place to protect confidentiality and security of company information and computer systems.

While working at my alternative worksite, I am covered by worker's compensation insurance for injuries suffered which arise out of and/or in the course of performing official duties. Worker's compensation coverage is limited to designated work areas in employees' homes or alternate work locations. If I am

injured on the job, I must inform my supervisor and the Human Resources department as soon as possible. In the event of a life-threatening emergency, I should first seek immediate medical attention and then notify Human Resources and my supervisor as soon as possible.

TERMINATING THE AGREEMENT

I understand that my supervisor or Human Resources representatives may revoke my telework arrangement at any time. Unless otherwise specified in my employment contract with New River CTC, I may terminate my telework agreement by notifying my supervisor and Human Resources with at least a 30-day notice. This agreement is not binding with any successor or supervisors to whom I may report in the future.

TERMS AND CONDITIONS

Teleworking may be authorized for up to a one-year period. A new agreement must be completed upon annual evaluation, if the arrangement is to continue. Any changes to this agreement will require the completion and approval of a new agreement.

Timeframe of Current Telework Agreement: _____ to _____

Alternative Worksite Address: _____

Telework Phone Number: _____

SIGNATURES OF APPROVAL

Telework Employee

Date

Telework Employee's Supervisor

Date

Chief Human Resources Officer

Date

Vice President, Information Technology Services

Date