

**City of Chesapeake**  
**Telework Memorandum of Understanding**

This Memorandum of Understanding (MOU) confirms the telework arrangement by the Department of \_\_\_\_\_ (Department) and \_\_\_\_\_ (Employee), \_\_\_\_\_ (job title) consistent with City of Chesapeake (City) policy.

1. By signing this MOU, Employee certifies that he/she has reviewed, understands, and agrees to abide by the City of Chesapeake Alternative Work Arrangements policy with regard to telework arrangements, as well as the specific provisions included in this MOU including:
  - work hours, accessibility and performance expectations;
  - use and responsibility for City-owned equipment and other resources;
  - establishing a work space;
  - safety and ergonomics;
  - work related injuries;
  - confidentiality of information and data;
  - intellectual property; and
  - revocability of the MOU.

It is further agreed that:

2. General Terms of MOU. Employee understands that this MOU is not a contract between the City and Employee, and does not provide any contractual rights to Employee. It does not alter or supersede the terms of the existing employment relationship between Employee and the City. Employee remains obligated to comply with all City rules, policies, practices and instructions that would apply if Employee was working at the regular City worksite. Work products developed or produced by Employee while teleworking remain the property of the City.

Work hours, compensation, and leave scheduling while teleworking continue to conform to applicable Human Resources policies. Requests to work overtime or use accrued leave must be approved by Employee's supervisor in the same manner as when working at the regular City worksite.

3. Duration and Revocability. This telework arrangement will begin on \_\_\_\_\_ and continue until \_\_\_\_\_ or until ended by Employee or Department. Should the employee wish to terminate the telework arrangement, the employee agrees to typically provide a minimum of fourteen (14) calendar days advance notice to the employer.

This MOU and permission to telework are subject to revocation at any time by the Department in the sole discretion of the Department Head. The employer shall typically provide a minimum notice of fourteen (14) calendar days notice prior to termination of the agreement.

4. Telework Assignment, Accountability and Performance Measurement. The completed **Telework Assignment Form**, detailing Employee's telework assignment, performance and communications expectations, and work schedule must be attached and incorporated into this MOU.

Employee agrees to stay current on Department and work group events, and facilitate communication with customers and co-workers who may be affected by Employee's telework arrangement. Employee also agrees to keep his/her supervisor informed of progress on assignments worked on while at the alternate work site and any problems encountered while teleworking. Employee agrees to structure his or her time to ensure attendance at required meetings as designated by the supervisor. The supervisor agrees to facilitate communication within the work group.

5. Equipment, Equipment Insurance, Office Supplies.

City-owned resources may only be used for City business. Employee is responsible for ensuring that all items are properly used.

Employee agrees to take reasonable steps to protect any City property from theft, damage or misuse. This includes maintaining data security and record confidentiality to at least the same degree as when working at the regular City worksite. Employee will comply with all licensing agreements for the installation and use of City-owned software, including software installation on multiple computers. Employee will not copy City-owned software in any manner unless such copying is expressly permitted by the licensing agreement. Depending on the circumstances, Employee may be responsible for any damage to or loss of City property.

When Employee uses personal equipment, software, data, supplies, and furniture, Employee is responsible for maintenance and repair of these items unless other arrangements have been made in advance and in writing with the supervisor. The City assumes no responsibility for any damage to, wear of, or loss of Employee's personal property.

Employee agrees to return in good working order, and in a timely fashion, all City-owned items used at the alternate worksite upon request or if the telework arrangement is discontinued for any reason.

6. Telework Site Safety and Ergonomics. Employee and Department agree to work together to ensure that the alternate worksite is safe and ergonomically suitable.

Employee's supervisor may make on-site visits to Employee's telework site, at a mutually agreed upon time, to ensure that the designated work space is safe and free from hazards, and to maintain, prepare, inspect or retrieve City-owned equipment, software, supplies, and furniture.

In accordance with Virginia law, Employee will be covered by workers' compensation for job-related injuries that occur in the course and scope of employment while teleworking. Employee remains liable for injuries to third parties and/or members of Employee's family on Employee's premises.

7. Signature. By signing this MOU, Employee and Department agrees that it has reviewed and agreed upon the above stated terms and conditions.

Employee's signature	Date
Supervisor's signature	Date
Department head's signature	Date

Attachment: Completed Telework Assignment Form

## Rescinding the Telework Memorandum of Understanding

The employer may rescind the Memorandum of Understanding and shall typically provide a minimum notice of fourteen (14) calendar days' notice prior to termination of the agreement. Should the employee wish to rescind the telework arrangement, the employee, with supervisor concurrence, agrees to typically provide a minimum of fourteen (14) calendar days advance notice to the employer.

By signing this form, the employee and department agrees that it has reviewed and agreed that the Telework Memorandum of Understanding is now rescinded.

Employee's signature	Date
Supervisor's signature	Date
Department head's signature	Date

## TELEWORK ASSIGNMENT FORM

The supervisor and teleworking employee must complete this form together. The completed Telework Assignment Form shall be attached and incorporated into the Telework Memorandum of Understanding. Updates should be made as needed.

Employee Name	Job Title	
Department/Division	E-Mail Address	
Address/Location of Telework Space	Telework Phone Number	
Supervisor's Name	Supervisor's Work Phone & Email Address	
Employee's Weekly Work Schedule, Hours of Work and Location		
Day of Week	Work Hours	Work Location

What work assignments will the employee perform at the telework site?
What standards of performance will be established for these telework assignments?
What means will be used to assess the employee's performance while teleworking?
How will communication with the supervisor be handled while teleworking?

How will communication with others at the City be handled while teleworking?

How will telephone or in-person customers for the employee at the City worksite be handled?

Itemize the equipment, supplies, data or furniture the employee will need at the telework site. Specify which of these items the department will provide and which the employee will provide.

Equipment/Supplies/Data/Furniture	Provided By

What support services (e.g., troubleshooting equipment problems) will the employee need at the telework site, and how will these be provided?

What will be done to ensure the security of the equipment, supplies, data and furniture?

In the event of equipment failure, how will “down time” be handled? (For example, the employee will perform assignments that do not depend on equipment, time will be made up within the week or charged to an appropriate leave balance, the employee will report to the City worksite until equipment is operational again, etc.)

What records will the employee keep at home and how will they be handled?

Employee's Signature	Date
Supervisor's Signature	Date