



DEPARTMENT OF THE NAVY
NAVAL POSTGRADUATE SCHOOL
1 UNIVERSITY CIR
MONTEREY, CA 93943-5000

IN REPLY REFER TO:

NPSINST 5330.1
00G
24 April 15

NPS INSTRUCTION 5330.1

Subj: NAVAL POSTGRADUATE SCHOOL CIVILIAN TELEWORK POLICY

Ref: (a) Public Law 111-292, Telework Enhancement Act of 2010
(b) DoD Instruction 1035.01 of 4 Apr 2012

Encl: (1) DD Form 2946 (Dec 2011)
(2) Government-Furnished Equipment Agreement

1. Purpose. To establish uniform policy and guidance for the establishment of telework arrangements as required by references (a) and (b).

2. Coverage. This instruction applies to all Department of the Navy (DoN) civilian personnel appointed to civilian faculty and staff positions under the administrative authority of the Naval Postgraduate School (NPS) President.

3. Policy. Leadership actively promotes telework and is committed to workforce efficiency, emergency preparedness, and employee quality of life.

a. Telework is authorized for the maximum number of positions to the extent that mission readiness or accomplishment is not compromised.

b. Telework will be used to the broadest extent possible for eligible positions on a regular and recurring or situational basis at an approved alternative worksite.

c. Telework is not an entitlement and not all employees are eligible to telework. Participation is subject to approval on a case-by-case basis and must not diminish employee performance.

d. Telework eligibility criteria shall be applied impartially and consistently. Employees will be notified of their eligibility to participate in telework.

e. Telework may not be used as a substitute for dependent care or elder care.

f. An employee will not be ordered to telework, unless the employee's duties are designated as mission-critical and the employee is required to report to an alternative worksite or the employee's telework agreement otherwise specifies.

4. Types of Telework. Telework is primarily an arrangement to facilitate accomplishment of work at a location other than the traditional worksite. Telework can be used:

a. On a regular and recurring basis, up to and including full-time telework, where the official worksite is changed from the traditional worksite to an alternative telework location.

b. On a situational, non-routine, or ad hoc basis.

5. Position Eligibility. Management will review positions every two years, or whenever there is a change in organization or position description, to determine eligibility for telework.

a. Positions typically not eligible for telework:

(1) Positions that require, on a daily basis, direct handling of secure materials.

(2) Positions that require, on a daily basis, face-to-face personal contacts. This may include supervisory positions.

(3) Positions that require, on a daily basis, on-site activity that cannot be handled remotely or at an alternative worksite.

6. Employee Eligibility. Telework is not an entitlement and not all employees are eligible to telework.

a. Employees typically not eligible for telework:

(1) Employees recently assigned or newly appointed to trainee or entry-level positions.

(2) Employees serving on a probationary or trial period.

(3) Employees whose performance or conduct warrants closer supervisory direction or whose rating of record is below fully successful (or equivalent).

(4) Employees whose conduct resulted in an officially documented disciplinary action within the past 12 months.

(5) Employees with security issues which would render telework inappropriate (such as compromised PII or violations of computer/network user policies).

b. Employees not eligible for telework:

(1) Employees who have been officially disciplined for being absent without leave for more than five days in any calendar year.

(2) Employees who have been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.

7. Telework Requirements. Requests for telework will be made in writing to the employee's immediate supervisor, using DD Form 2946. Supervisors will consult the Human Resources Office (HRO) before approving any request for telework. Requests for full-time telework arrangements (for long-distance or virtual employees) must be submitted through the supervisory chain for review by the HRO and approval by the NPS President or his designee.

a. Telework Agreements. All employees who are requesting to telework are required to complete enclosure (1). The agreement must be signed and dated by the employee and supervisor and maintained by the supervisor. A copy must also be provided to the HRO. Training must be completed and the agreement must be approved before telework may begin. The agreement will remain in effect for no more than two years, but may be reviewed and adjusted more frequently, as needed. Employees may dispute supervisor-initiated changes to telework agreements through the administrative grievance procedure or negotiated grievance procedure, as applicable. Terms of the agreement (e.g. days and hours of work, duties/work assignments, communication frequency and modes, and other special requirements) will be documented on the second page of the DD

Form 2946 in the "Component Specific Terms and Conditions" block. The agreement must be re-accomplished if the employee's supervisor changes.

b. Training. All employees and supervisors are required to complete telework training prior to signing the telework agreement. Certification of completed training must be kept on file with the DD Form 2946. Telework training is available at www.telework.gov.

c. Official Worksite. Designation of the official worksite shall be established for an employee on an approved regular telework schedule on a case-by-case basis consistent with the guidance outlined in reference (b).

(1) The official worksite for an employee covered by a telework agreement is the location of the traditional worksite for employee's position, the place where employee would normally work absent a telework agreement, as long as employee is scheduled to report physically at least twice each biweekly pay period on a regular and recurring basis to traditional worksite.

(2) When an employee's worksite is changed from the official worksite to the telework location, a Standard Form 50 must first be completed by the HRO. Supervisors and employees must be aware of the implications of this arrangement:

(a) Locality Pay. Employees are compensated based on the official worksite. When the telework site is the employee's official worksite, locality pay is based on the location of the telework site.

(b) Official Business Travel. Employees are entitled to reimbursement for approved official business travel to the traditional worksite when the employee teleworks full-time from a location outside of the local commuting area, and the alternative worksite has been designated as the official duty station. Supervisors should be aware that telework arrangements involving frequent official travel to the traditional worksite typically will not be approved.

(c) Changes in duty location may have implications for a reduction in force, as the telework site may be a different competitive area than the traditional worksite.

d. Call back. Employees may be required to report to the traditional worksite on scheduled telework days based on operational requirements (e.g. to attend a specific meeting). In such cases, employees should be provided reasonable advance notice.

e. Hours of Work and Leave. As required by the Telework Agreement, the Employee's biweekly work schedule must be attached. Employees who telework must be at the alternative worksite during their scheduled tours of duty and are subject to the same workday requirements as they would be if they were performing work at the regular worksite. Deviations must be approved in advance by the supervisor in accordance with local policies and collective bargaining agreements. Employees who telework may also have alternative work schedules, at the discretion of the supervisor.

f. Time and Attendance. Employees are required to record time worked in a telework status on their time cards as regular/recurring or situational, in accordance with established NPS time and attendance procedures. Employees will promptly advise the supervisor when problems arise which adversely affect the employee's ability to perform work at the alternative worksite (e.g. equipment failure or power outage). In such cases, the employee may request annual leave or report to the traditional worksite. If an employee is unable to continue to work that day in the alternative worksite, and it is impractical for the employee to report to the traditional worksite before the end of the work day, the employee may be granted short periods of excused absence (typically not more than one hour). The supervisor may also provide the employee the opportunity to request approved leave, use earned credit hours, or previously-earned compensatory time off.

g. Performance Management. Teleworkers and non-teleworkers shall be treated the same for the purpose of work requirements, periodic appraisals of job performance, training, rewarding, reassigning, promoting, reducing in grade, retaining and removal, and any other performance-based or merit-based actions or assessments requiring the exercise of management discretion.

(1) Performance standards for employees who telework must be commensurate with performance standards for on-site employees with similar duties and responsibilities.

(2) Supervisor expectations of an employee's performance shall be clearly addressed in the "Component-Specific Terms and Conditions" section of enclosure (1). As with on-site personnel, employees must be held accountable for the results they produce while teleworking.

(3) Supervisors are required to put procedures in place to maintain communication across all members of the work group.

(4) Supervisors and employees are responsible for ensuring the success of the telework arrangement.

h. Safety and Security. It is the responsibility of the employee to make certain that a safe and secure work environment is maintained while teleworking.

(1) The employee's organization shall provide the necessary equipment for employees who telework on a regular and recurring basis, within budget constraints. Equipment may be furnished for employees who telework on a situational basis when practicable. If government-furnished equipment (GFE) is provided, enclosure (2) must be completed and maintained with the telework agreement.

(2) Employees are responsible for safeguarding all government information and protecting all GFE and government property. Employees who telework must comply with all applicable regulations and guidelines established for keeping government property and information safe and secure.

(3) Privacy Act/For Official Use Only (FOUO). Employees must protect sensitive unclassified data, including Privacy Act or FOUO data, consistent with guidance in DoD 5400.7-R, DoD Freedom of Information Act Program, and DoN policy.

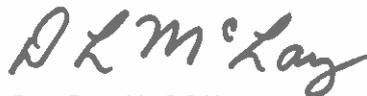
(4) Employees must protect sensitive information, or contractor proprietary data restricted by section 423 of title 41, U.S.C. (also known as Section 27 of Office of Federal Procurement Policy Act, as amended) or data otherwise restricted by the Federal Acquisition Regulation or the Defense Federal Acquisition Regulation or other acquisition policies.

(5) GFE shall be used for official use and authorized purposes only. Family members and friends of employees are not

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authorized to use GFE and materials. GFE must be returned to the supervisor at the conclusion of teleworking arrangements.

i. Telework Denial and Termination. A telework request may be denied by the supervisor, taking into account the eligibility criteria outlined in paragraphs 5 and 6 above. A telework agreement may be terminated at the discretion of the supervisor or at the employee's request. Reasons for termination may include a change in mission requirements, a change in the employee's duties, or other change in circumstances related to the eligibility criteria outlined in paragraphs 5 and 6 above. The reason(s) for denial or supervisor termination of a telework agreement should be documented in writing and given to the employee. To the maximum extent possible, a seven day notice period will be given prior to termination of a telework agreement. Employees may dispute denial or termination of telework through the administrative grievance procedure or negotiated grievance procedure, as applicable. Supervisors must consult the HRO prior to denying or terminating a telework agreement.



D. L. McLAY
Chief of Staff

Distribution:

<http://intranet.nps.edu/Code00/Instructions/IndexNew.html>

**DEPARTMENT OF DEFENSE
TELEWORK AGREEMENT**

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. 113, Secretary of Defense; DoD Instruction 1035.01, Telework Policy.

PRINCIPAL PURPOSE(S): Information is collected to register individuals as participants in the DoD alternative workplace program, to manage and document the duties of participants; and to fund, evaluate and report on program activity. The records may be used by Information Technology offices to determine equipment needs, to ensure appropriate safeguards are in place to protect government information, and for assessing and managing technological risks and vulnerabilities.

ROUTINE USE(S): None

DISCLOSURE: Voluntary; however, failure to provide the requested information may result in your inability to be a participant in the telework program.

TERMS OF TELEWORK AGREEMENT

The terms of this agreement must be read in conjunction with Department of Defense (DoD) telework policy, available on the DoD Issuances Web Site at <http://www.dtic.mil/whs/directives/> or on the Civilian Personnel Management Service Web Site at www.cpmc.osd.mil and any additional guidance provided by the employing organization. Signatories certify they will abide by this agreement, DoD telework policy, and all supplemental terms established by the employing organization.

1. Work schedules and hours of duty may be modified as necessary, but are subject to local management procedures and approval and/or collective bargaining agreement requirements. A copy of the employee's approved work schedule should be kept on file with the signed telework agreement. In emergency situations (as indicated in Section I, Block 12 of the telework agreement), the teleworker's work hours may be subject to change. Emergency schedules will be set based on mission needs.

2. If the employee reports to the regular worksite at least twice per pay period, the regular worksite is the official worksite as defined in part 531.605, subpart F of title 5, Code of Federal Regulations.

3. If the employee does not report to the regular worksite at least twice each biweekly pay period, the official worksite is the location of the employee's telework site. Exceptions to the twice each biweekly pay period requirement may be made during emergencies (including a pandemic) and for short-term situations (e.g., special projects, medical accommodation).

4. All pay (to include locality pay or local market supplement), leave, and travel entitlements are based on the employee's official worksite as documented on a Notice of Personnel Action.

5. Prior to signing this Telework Agreement, the supervisor and employee will discuss:

- a. Office procedures (e.g., procedures for reporting to duty, procedures for measuring and reviewing work, time and attendance, procedures for maintaining office communications);
- b. Safety, technology and equipment requirements; and
- c. Performance expectations.

6. Employee will not work in excess of the prescheduled tour of duty (e.g., overtime, holiday work, or Sunday work) unless he or she receives permission from the supervisor. By signing this form, the employee acknowledges that failure to obtain proper approval for overtime work may result in cancellation of the telework agreement and may also include appropriate disciplinary action.

7. If designated employee (as indicated in Section I, Block 12 of this agreement) is unable to work due to illness or dependent care responsibilities, the employee must take appropriate leave. Supervisors may, on a case-by-case basis, administratively excuse the designated teleworker from teleworking if circumstances, such as a power failure or weather related emergency, prevent the employee from working at the telework site. To the extent practicable, managers will include a description of emergency duties with this agreement if emergency duties are different from the employee's prescribed duties and responsibilities.

8. Teleworkers may be required to return to the regular worksite on scheduled telework days based on operational requirements. In situations where the employee is called to return to the office outside normal work hours, the recall shall be handled in accordance with established policy and/or collective bargaining agreements, if applicable.

9. If the employee uses Government-furnished equipment (GFE), the employee will use and protect the equipment in accordance with the DoD Component's procedures. GFE will be serviced and maintained by the Government.

10. The employee agrees to comply with the terms of computer software license and copyright agreements, computer virus and protection requirements and procedures.

11. No classified documents (hard copy or electronic) may be taken to, or created at, an employee's alternative worksite. If classified telework is authorized at an approved alternative secure location, teleworkers must comply with the procedures established by DoD 5200.01-R and the DoD Component regarding such work. For Official Use Only (FOUO) and controlled unclassified information (CUI) data may be taken to alternative worksites if necessary precautions are taken to protect the data, consistent with DoD regulations.

12. When CUI including competition sensitive or source selection data is authorized for use at the telework location, criteria for the proper encryption and safeguarding of such information and data must be consistent with Enclosure 3, subparagraphs 3 f.(1) through (3) of DoDI 1035.01, Telework Policy. Component specific instructions must be included in the space allowed for Component specific comments or cite the appropriate Component references that contain these instructions.

13. The supervisor will determine how frequently, if at all, backup copies of data onto network drives or removable disks must be made to protect against loss of data. The supervisor may also require the employee to periodically send backup copies to the main work facility.

14. The employee may be reimbursed for authorized expenses (e.g., installation of broadband or telephone lines) incurred while conducting business for the Government, as provided by statute and implementing regulations and as articulated in this agreement. (Approved authorizations are filed with this agreement.)

15. The employee will apply approved safeguards to protect Government records from unauthorized disclosure or damage and will comply with Privacy Act requirements set forth in the Privacy Act of 1974, and codified at section 552a of title 5, United States Code. The use of personal email accounts for transmission of Personally Identifiable information (PII) is strictly prohibited. PII may only be emailed between government email accounts and must be encrypted and digitally signed.

16. The DoD Component may inspect the home worksite, by appointment only, if the DoD Component has reason to suspect that safety standards are not being met and GFE is not being properly maintained.

17. The DoD Component will not be responsible for operating, maintenance, or any other costs (e.g., utilities) associated with the use of the employee's residence.

18. The DoD Component is not liable for damages to an employee's personal or real property while the employee is working at home, except to the extent the Government is held liable by the Federal Tort Claims Act or from claims arising under the Military Personnel and Civilian Employees Claims Act.

TERMS OF TELEWORK AGREEMENT (Continued)

19. Employees paid from appropriated funds are covered under the Federal Employee's Compensation Act if injured in the course of performing official duties while at the official alternative worksite. Employees paid from nonappropriated funds are covered under the Longshore and Harbor Workers' Compensation Act. Any accident or injury occurring at the alternative workplace must be brought to the immediate attention of the supervisors who will investigate all reports as soon as practical following notification.

20. The employee acknowledges that telework is not a substitute for dependent care.

21. The employee acknowledges that telework is a discretionary alternative workplace arrangement. The employee may be required to work at the regular worksite on scheduled telework day(s) if necessary to accomplish the mission.

22. Either the employee or the supervisor can cancel the telework agreement. When possible, advance written notice should be provided. Management will terminate the telework agreement should the employee's performance or conduct not meet the prescribed standard or the teleworking arrangement fail to meet organizational needs.

23. The employee continues to be covered by DoD Component standards of conduct while working at the alternative worksite.

24. The employee has assessed the telework location against the attached safety checklist and certifies the location meets all safety requirements.

25. DoD Component-specific conditions may be included below.

COMPONENT-SPECIFIC TERMS AND CONDITIONS

**DEPARTMENT OF DEFENSE
TELEWORK AGREEMENT**

(Read Privacy Act Statement and Terms of Agreement before completing this form.)

SECTION I - This document constitutes the terms of the telework agreement for:

1. EMPLOYEE <i>(Last Name, First, Middle Initial)</i>		2. OFFICIAL JOB TITLE	
3. PAY PLAN/SERIES/GRADE/PAY BAND		4. ORGANIZATION	
5. REGULAR OFFICIAL WORKSITE <i>(Street, Suite Number, City, State and ZIP Code)</i>		6. ALTERNATE WORKSITE ADDRESS <i>(Street, Apartment Number, City, State and ZIP Code) (May be TBD under emergency situations)</i>	
7. ALTERNATE WORKSITE TELEPHONE NUMBER <i>(Include Area Code)</i>		8. ALTERNATE WORKSITE EMAIL ADDRESS <i>(Address for official emails if different from office email address. Identification of personal email address is not required.)</i>	
9. TELEWORK ARRANGEMENT IMPLEMENTATION DATES <i>(Agreement should be revalidated at least once every 2 years)</i>		10. TOUR OF DUTY <i>(X one) (Attach copy of biweekly work schedule)</i> <input type="checkbox"/> FIXED <input type="checkbox"/> FLEXIBLE <input type="checkbox"/> COMPRESSED	
a. START (YYYYMMDD)	b. END (YYYYMMDD)		
11. TELEWORK ARRANGEMENT <i>(X one)</i> <input type="checkbox"/> REGULAR AND RECURRING <input type="checkbox"/> SITUATIONAL Regular and Recurring Telework Schedule: _____ Number of Days per Week or Pay Period _____ Days of the Week (e.g., Mon, Wed, Thur) All employees who are authorized to telework on a Regular and Recurring or Situational basis to include emergency situations shall have a telework agreement in place.			
12. CONTINUITY OF OPERATIONS DURING EMERGENCY SITUATIONS Employee is expected to telework for the duration of an emergency pursuant to: 1) Component policy; 2) a pandemic; 3) when the regular worksite is closed or closed to the public due to natural or manmade emergency situations (e.g., snowstorm, hurricane, act of terrorism, etc.); or 4) when Government offices are open with the option for unscheduled telework when weather conditions make commuting hazardous, or similar circumstances compromise employee safety. Employees unable to work due to personal situations (e.g., illness or dependent care responsibilities), must take appropriate leave (e.g., annual or sick). If the worksite is closed or closed to the public, the employee may be granted administrative leave, on a case-by-case basis when other circumstances (e.g., power failure) prevent the employee from working at the telework site. Managers will include a description of emergency duties with this agreement if emergency duties are different from the employee's prescribed duties and responsibilities.			
13. SUPERVISOR OR AUTHORIZED MANAGEMENT OFFICIAL <i>(Name and Signature)</i> <input type="checkbox"/> I also verify that I have completed approved telework training.		14. DATE (YYYYMMDD)	
15. EMPLOYEE SIGNATURE <input type="checkbox"/> I also verify that I have completed approved telework training.		16. DATE (YYYYMMDD)	

SECTION II - SAFETY CHECKLIST			
SAFETY FEATURE	(X)	YES	NO
1. Temperature, ventilation, lighting, and noise levels are adequate for maintaining a home office.			
2. Electrical equipment is free of recognized hazards that would cause physical harm (frayed, exposed, or loose wires; loose fixtures; bare conductors; etc.).			
3. Electrical system allows for grounding of electrical equipment (three-prong receptacles).			
4. Office (including doorways) is free of obstructions to permit visibility and movement.			
5. File cabinets and storage closets are arranged so drawers and doors do not enter into walkways.			
6. Phone lines, electrical cords, and surge protectors are secured under a desk or alongside a baseboard.			
7. If material containing asbestos is present, it is in good condition.			
8. Office space is free of excessive amount of combustibles, floors are in good repair, and carpets are well secured.			
I verify that this safety checklist is accurate and that my home office is a reasonably safe place to work.			
9. EMPLOYEE SIGNATURE		10. DATE (YYYYMMDD)	

SECTION III - TECHNOLOGY/EQUIPMENT CHECKLIST			
(1) TECHNOLOGY/EQUIPMENT <i>(Indicate all that apply)</i>	(2) REQUIREMENT <i>(Y or N)</i>	(3) OWNERSHIP: AGENCY OR PERSONAL <i>(A or P)</i>	(4) REIMBURSEMENT BY COMPONENT <i>(Y or N)</i>
1. COMPUTER EQUIPMENT			
a. LAPTOP			
b. DESKTOP			
c. PDA			
d. OTHER:			
2. ACCESS			
a. IPASS/VPN ACCOUNT			
b. CITRIX - WEB ACCESS			
c. OTHER:			
3. CONNECTIVITY			
a. DIAL-IN			
b. BROADBAND			
4. REQUIRED ACCESS CAPABILITIES			
a. SHARED DRIVES (e.g., H or P Drive)			
b. EMAIL			
c. COMPONENT INTRANET			
d. OTHER APPLICATIONS:			
5. OTHER EQUIPMENT/SUPPLIES			
a. COPIER			
b. SCANNER			
c. PRINTER			
d. FAX MACHINE			
e. CELL PHONE			
f. PAPER SUPPLIES			
g. OTHER:			
6. SUPERVISOR'S SIGNATURE		7. DATE (YYYYMMDD)	
8. EMPLOYEE SIGNATURE		9. DATE (YYYYMMDD)	

GOVERNMENT-FURNISHED EQUIPMENT AGREEMENT

(to be added to DD Form 2946, when applicable)

1. I understand the government retains ownership and control of all hardware, software, and data associated with government-owned systems.
2. I understand GFE is **FOR OFFICIAL USE ONLY (FOUO)**. Installation, repair and maintenance are at the sole discretion and direction of the issuing organization.
3. I will bring GFE to the primary work office for maintenance or security updates, as requested. This is imperative to ensure the latest virus protection and updates are loaded.
4. I agree to protect all GFE, to prevent use by unauthorized users, and to use the equipment only for official purposes.
5. I understand GFE must be officially assigned to me before operating GFE for telework.
6. I agree to install, service and maintain any privately-owned equipment at my sole risk and responsibility.
7. I understand the government does not incur any cost or liability resulting from the use, misuse, loss, theft, or destruction of privately-owned computer equipment or resources.
8. I understand I must comply with DoD, DoN, and NPS security procedures and ensure security measures are in place to protect government equipment from damage, theft, or access by unauthorized individuals.
9. I understand access to sensitive (e.g., Privacy Act, FOUO) documents, data, records, etc.; on government equipment must be consistent with all DoD, DoN, and NPS directives and instructions.
10. I understand I am not authorized to work on classified information or documents away from my official duty location.
11. I understand I am responsible for complying with computer security and information assurance policies to protect against malicious logic, viruses, and physical loss, theft, or damage of information systems. Anti-virus software is available for both government and privately owned computers.
12. I understand, if telecommuting privileges terminate, I must immediately return government-owned hardware, software, and data, and cancel all telecommunications services the government provided.

Print Name: _____

Organization: _____

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____