

## Telework Agreement

<b>A</b>	<b>Request Type</b>			
	Select the appropriate box and complete the listed sections.			
<input type="checkbox"/> <b>01. New Telework Agreement</b>  <small>Sections B, C, D, E, G (Section F for Supervisor only)</small>	<input type="checkbox"/> <b>02. Modify Telework Agreement</b>  <small>Sections B, C, D, E, H (Section F for Supervisor only)</small>	<input type="checkbox"/> <b>03. Terminate Telework Agreement</b>  <small>Sections B, I</small>	<input type="checkbox"/> <b>04. Perform Annual Review</b>  <small>Sections B, J</small>	

<b>B</b>	<b>Employee Information</b>			
	01. Employee Name:	Last	First	Middle Initial
	02. Employee ID:			
	03. Position Number <sup>1</sup> :			
	04. Collective Bargaining Identifier (CBID) <sup>1</sup> :			

<b>C</b>	<b>General Provisions</b>			
	<input type="checkbox"/>	1. Employee and Department agree to adhere to the state telework policy, their own organization's telework policy, and the terms of this Agreement.		
	<input type="checkbox"/>	2. Addresses		
		Officially designated alternate work location <sup>1, 2</sup> :		
		Street		
		Street 2		
		City	State	Zip
		Office address <sup>1</sup>		
		Street		
		Street 2		
	City	State	Zip	

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<b>C</b>	<input type="checkbox"/>	<p>3. Telework phone number: _____</p> <p>Employee agrees to be reachable by phone during their assigned work hours.</p>																																
	<input type="checkbox"/>	<p>4. Employee's agreed upon telework schedule<sup>1</sup></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 20%;"></th> <th style="width: 10%;">M</th> <th style="width: 10%;">T</th> <th style="width: 10%;">W</th> <th style="width: 10%;">T</th> <th style="width: 10%;">F</th> <th style="width: 10%;">S</th> <th style="width: 10%;">S</th> </tr> </thead> <tbody> <tr> <td>Office/Telework</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td>Start</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td>End</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </tbody> </table> <p>Work schedule<sup>1</sup>: _____</p> <p>Average number of days per week teleworking<sup>1</sup>: _____</p> <p> <input type="checkbox"/> Remote Centered Employee             <span style="margin-left: 150px;"><input type="checkbox"/> Office Centered Employee</span> </p> <p>Telework Agreement Effective Start Date (MM/DD/YYYY): ____/____/____</p> <p>Notes on Work Schedule:</p>		M	T	W	T	F	S	S	Office/Telework								Start								End							
	M	T	W	T	F	S	S																											
Office/Telework																																		
Start																																		
End																																		
	<input type="checkbox"/>	<p>5. Employee understands that one of the evaluation tools for this Telework Agreement will be based on satisfactory completion of Employee's job responsibilities as identified in the attached duty statement and consistent with the essential job functions.</p>																																
	<input type="checkbox"/>	<p>6. Employee agrees to complete work in the same manner as would be done in the office, which includes, but is not limited to, meeting deadlines, attending meetings, and being reachable.</p>																																
	<input type="checkbox"/>	<p>7. Employee acknowledges they must forgo telework when their physical presence is required in the office on regularly scheduled telework days. Managers and/or supervisors should provide prior notice whenever possible. The employee may be required to report to the office without prior notice.</p>																																
	<input type="checkbox"/>	<p>8. Employee agrees to maintain safe working conditions at the approved alternate work location and abide by the Department's Ergonomic Program guidelines.</p>																																
	<input type="checkbox"/>	<p>9. Employee agrees to maintain a distraction-free remote work environment.</p>																																

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C	<input type="checkbox"/>	10. Employee agrees to be responsible for all Employee-owned equipment, including but not limited to internet bandwidth, to perform all work functions.
	<input type="checkbox"/>	11. Teleworkers must be available during their designated work hours as prescribed by the manager/supervisor.
	<input type="checkbox"/>	12. Employee agrees to obtain approval immediately from their supervisor when they require a change to the approved alternate work location.
	<input type="checkbox"/>	13. Employee agrees to arrange in advance for any dependent care and other personal responsibilities to ensure that Employee can work at the alternate work location without adversely affecting normal work duties or professionalism.
	<input type="checkbox"/>	<p>14. Employee agrees to adhere to all requirements set forth by the department and state, and all laws, rules and regulations, policies, procedures and expectations, including but not limited to: following all Information Security and Privacy policies and completing all required training; using approved safeguards to protect confidential state records from unauthorized use, disclosure, release, alteration or destruction; abiding by the department's Acceptable Use Policy, Remote Access Policy, the statewide Telework and Remote Access Security Standards (SIMM 5360-A) and provisions of the Telework Program Policy.</p> <p>Employee further understands that confidential information may not be physically removed from state offices or electronically accessed, copied, downloaded or transferred to an unapproved electronic media except as permitted and authorized by established state and department policy and procedure, as needed in the performance of their legitimate work responsibilities, and with the express approval of the employee's supervisor or manager. Confidential information may never be shared with others that may have access to the remote and/or telework workspace (such as family and visitors at the employee's alternate work location).</p>

D	Technology and Equipment				
	<p>The employee and department agree to work together to ensure that the alternate worksite is safe and ergonomically suitable.</p>				
	<p>All equipment or technology access the employee will need to telework and whether it will be employee or employer provided shall be determined prior to the start of telework.</p>				
	<p>In the event of equipment failure or service interruption, the employee must notify employer immediately to discuss alternate assignments or other options.</p>				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="padding: 5px;">Equipment Description</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"> </td></tr> <tr><td style="height: 20px;"> </td></tr> <tr><td style="height: 20px;"> </td></tr> <tr><td style="height: 20px;"> </td></tr> </tbody> </table>	Equipment Description			
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Follow your department's established Asset Management process to borrow equipment to take to the approved alternate work location and to return equipment to the department.

Employee will make equipment available to Department for maintenance and repair. Please note if voluntarily using any personally owned equipment, it may need to be released in the event of an investigation or request under the Public Records Act (Gov. Code sections 6250 et seq.) for public records stored on personal equipment.

Upon termination of the Telework Agreement, Employee agrees to return all state-owned equipment in a timely manner or may be responsible for the cost of the equipment pursuant to State policy, regulations, and standards.

**E** Scope of Agreement

Employee understands that all obligations, responsibilities, and terms and conditions of employment with the Department remain unchanged, except those specifically addressed in this Telework Agreement. Any breach of this Telework Agreement by Employee may result in modification or termination of the Telework Agreement.

The Telework Agreement will be reviewed on an annual basis to assess effectiveness. The Telework Agreement may be reviewed on an ad hoc basis and may be modified in response to a request by either the supervisor or Employee, changes in position or Employee eligibility, or to address individual or organizational performance.

Employee may terminate agreement at any time by providing notification in writing.

**F** To be Completed by Supervisor

01. Approved

02. Denied

03. Returned for Corrections

Reason for Denial or What Corrections are Needed:

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<b>G</b>	<b>New Telework Agreement Acknowledgement</b>	
	I have read and understand this Agreement, understand its provisions and, by signing below, agree to be bound by this agreement. I have met with my supervisor and discussed my role and responsibilities in teleworking at this department.	
	Employee Signature	Date
	The Department concurs with Employee's participation and agrees to adhere to policy guidelines and this agreement.	
	Supervisor Signature	Date
Maintain one copy of this agreement for Employee, Supervisor and Telework Coordinator.		

<b>H</b>	<b>Modify Telework Agreement</b>	
	<input type="checkbox"/> There are modifications. This Telework Agreement supersedes prior agreements.	
	I have read and understand this Agreement, understand its provisions and, by signing below, agree to be bound by this agreement. I have met with my supervisor and discussed my role and responsibilities in teleworking at this department.	
	Modification Effective Date (MM/DD/YY): <u>    </u> / <u>    </u> / <u>    </u>	
	Employee Signature	Date
The Department concurs with Employee's participation and agrees to adhere to policy guidelines and this agreement.		
	Supervisor Signature	Date

<b>I</b>	<b>Terminate Telework Agreement</b>	
	Termination Effective Date (MM/DD/YY): _____	
	<input type="checkbox"/> The Telework Agreement will be terminated. Follow your department Telework Agreement termination process.	
	Employee Signature	Date
The Department concurs with the termination of the Employee's participation in telework and agrees to adhere to policy guidelines.		
Supervisor Signature		Date

<b>J</b>	<b>Annual Review</b>	
	Annual Telework Agreement Review – Year: _____	
	<input type="checkbox"/> The Telework Agreement will be modified. This TWA will be terminated, and a new agreement activated using the New Agreement option. The new agreement will supersede prior agreements.	
	<input type="checkbox"/> The Telework Agreement has been reviewed by the Employee and Supervisor. <input type="checkbox"/> There is no change from the previous year. The Agreement remains unchanged and in effect. The Department concurs with Employee's participation and Employee agrees to adhere to policy guidelines and this agreement.	
Employee Signature		Date
Supervisor Signature		Date

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### NOTICE ON COLLECTION

Your State department is collecting information on STD 200, Telework Agreement as authorized by Government Code sections 14200—14203 and the Telework Policy, State Administrative Manual Management Memo 21-08. The information provided is subject to, but not limited to Civil Code Section 1798.24 and the Information Practices Act. All fields are required to be completed in STD. 200. Failure to provide all required information will result in delay or denial of your telework agreement. The information is collected for the purpose of administering the telework program and for the purpose of validating appropriateness of alternate work location and aggregate report on telework effectiveness. Additionally, the information may be used for assessing the benefits of telework to the employee and State. The aggregate de-identified information may be shared publicly. The State of California will not disclose personal information unless required to do so by law. You have the right to access the records containing the personal information that you provided. For questions about this notice and access to your records, contact your department Telework Coordinator.

## Instructions

### Section A: Request Type

**New Telework Agreement** – Check here if a new Telework Agreement is requested. Fill out sections B, C, and D. Acknowledge section E. Fill out section F. Read section G; both the Employee and Supervisor must sign on their respective signature line. Enter the date you sign the request.

**Modify Telework Agreement** – Check here to request changes to an existing and approved Telework Agreement in active status. Fill out sections B, C, and D. Acknowledge section E. Fill out section F. Read Section H; both the Employee and the Supervisor must sign on their respective signature line. Enter the date you sign the request.

**Terminate Telework Agreement** – Check here to terminate an existing and approved Telework Agreement. Fill out section B. Read section I. Enter the termination effective date; both the Employee and Supervisor must sign on their respective signature line. Enter the date you sign the TWA termination. Follow your department TWA termination processes for both the telework agreement and telework equipment return. NOTE: Supervisors and managers should check with their Labor Relations consultant prior to terminating a TWA.

**Annual Review** – Check here if the Annual Review of the Telework Agreement is being performed. Fill out section B. Check the appropriate box on section J and follow any further instructions provided. Both the employee and supervisor must sign on their respective signature line. Enter the date you sign the Annual Review.

### Section B: Employee Information

#### 01: Name

Enter Employee Name, Last, First and Middle Initial.

#### 02, 03: Employee ID and Position Number

Enter Employee ID and Position Number.

Find your Employee ID and Position Number on Cal Employee Connect, <https://connect.sco.ca.gov/>. Once logged in, click on your name in the upper right-hand corner and select User Profile. You will find your Unique Employee ID (UEID) and Position Number under Employee Information. If you have not registered, please click the Register icon. You will need the following information from a single earnings statement (paper warrant/paystub or direct deposit advice).

- Department or Campus Name
- Agency Code
- Social Security Number (SSN)
- Date of Birth
- Warrant number or direct deposit number
- Total Deductions

If you do not have any earnings statements, please contact your HR office to obtain required warrant number and deductions information.



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## 04: Collective Bargaining Identifier (CBID)

Enter CBID.

The CBID information can be found in the [CalHR Pay Scale](#). Select option 15 for an alphabetical listing of Classifications. Find your classification. The CBID will be located in the last column on the right. For the CBID information, include appropriate letter (M,S, C, R) and the unit number.

## Section C: General Provisions

1: Read the provision carefully. Provide initials in the checkbox to acknowledge agreement.

### 2: Addresses

Enter the address of designated alternate work location and office. The office address should match what HR and accounting have on file. Provide initials in the checkbox to acknowledge agreement.

3: Enter the phone number for which the employee will be reachable during telework. Provide initials in the checkbox to acknowledge agreement.

### 4: Work Schedule

Enter the Employee's planned work schedule for an average week. In the top row, indicate if the day will be in the "Office" or "Telework". If not working on a particular day, enter "n/a". Enter the start time and end time for each work day.

Input Employee's work schedule. The choices are:

- Standard – standard 40-hour work week with 8-hour work days and is the default value.
- FT\_AWWS 9/8/80 – 80-hours over two weeks. 9-hour days with one day off every 2 weeks.
- FT\_AWWS 4/10/40 – 40-hour work week, 10-hour days and 1 day off.

Provide the average number of days per week teleworking. For example, with a 9/8/80 schedule, perhaps an employee teleworks 3 days during the full week and 2 days during the week with the day off. In this case the average days teleworked will be 2.5 days per week.

Remote Centered Employee – Check here if the employee works 50 percent or more of their time monthly from an alternate work location.

Office Centered Employee – Check here if the employee works more than 50 percent of their time monthly from the office headquarter location.

Enter the Telework Agreement effective start date in MM/DD/YYYY format.

Make any notations about the work schedule not captured in the above fields. If there are no additional notes required, enter "N/A." If the employee is on the 9/8/80 alternate work week schedule, enter notes to indicate what day of the week the employee will have off every two weeks. If more space is needed, enter information on to a Word document and attach to the form.

Provide initials in the checkbox to acknowledge agreement.

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5: Read the provision carefully. Employee provides initials in the checkbox to acknowledge agreement. Attach a copy of your job duty statement to the form.

6-14: Read each provision carefully. Employee provides initials in each checkbox to acknowledge agreement.

### Section D: Technology and Equipment

List the equipment that will be used to support teleworking. Enter whether it is personally owned or department provided. If department provided, enter the asset tag number if available. If more rows are needed, enter information on a Word document and attach to the form.

### Section E: Scope of Agreement

Read the scope of agreement carefully. Provide initials in the checkbox to acknowledge agreement.

### Section F: To be Completed by Supervisor

01. Check "Approved" if you will be approving the telework agreement request.

02. Meet with your Labor Relations (LR) Consultant prior to denying a telework agreement request. Follow your department procedures for denials.

Check "Denied" if you will be denying the telework agreement request and provide the reason(s) in the space provided for your denial as per your consultation with Labor Relations.

03. Check "Returned for Corrections" if there you discovered errors in the submitted request. Provide the corrections needed in the space provided. Return the form to the employee and request that the employee submit a corrected request using the "New Telework Agreement" option.

### Section G: New Telework Agreement Acknowledgement

Employee and Supervisor sign and date the agreement. Original should be maintained by the department's Telework Coordinator, with a copy provided to the Employee and Supervisor. In the event the form is maintained digitally, the electronic signature is maintained in a centralized database accessible by department's Telework Coordinator. It is recommended that the form be signed electronically for greater safety of privacy information. If the Telework Agreement is printed, all parties should implement Information Privacy Policy guidelines to ensure confidentiality and safety of privacy information.

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## Section H: Modify Telework Agreement

Check the box if there will be modifications to the current telework agreement. Follow your department telework agreement procedures for modifications.

Enter the modification date in MM/DD/YYYY format.

Employee and Supervisor sign and date the agreement. Original should be maintained by the department's Telework Coordinator, with a copy provided to the Employee and Supervisor. In the event the form is maintained digitally, the electronic signature is maintained in a centralized database accessible by department's Telework Coordinator. It is recommended that the form be signed electronically for greater safety of privacy information. If the Telework Agreement is printed, all parties should implement Information Privacy Policy guidelines to ensure confidentiality and safety of privacy information.

## Section I: Terminate Telework Agreement

Check the box if you will be terminating the telework agreement. Follow your department telework agreement process for terminations.

Enter the termination date in MM/DD/YYYY format.

Employee and Supervisor sign and date the termination of the telework agreement. Original should be maintained by the department's Telework Coordinator, with a copy provided to the Employee and Supervisor. In the event the form is maintained digitally, the electronic signature is maintained in a centralized database accessible by department's Telework Coordinator. It is recommended that the form be signed electronically for greater safety of privacy information. If the Telework Agreement is printed, all parties should implement Information Privacy Policy guidelines to ensure confidentiality and safety of privacy information.

## Section J: Annual Review

The Telework Agreement is to be reviewed annually. Use this section after the active Agreement has been reviewed by both the employee and the supervisor.

If it is determined that the telework agreement will be modified, check the box indicating that it will be modified. Follow your department telework agreement modification process.

If it is determined that there are no changes to be made to the previous year's Agreement, check the appropriate box stating that there are no changes.

Enter the year the review is taking place.

Employee and Supervisor sign and date the agreement.

Follow document retention and privacy guidelines.

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### Fields collection in section C.

<sup>1</sup> These fields may be used for calculating metrics associated with telework. Address information is not published. It may be used for calculating potential savings from miles and time not traveled. The office address is the physical location the employee would report to if they were not teleworking.

<sup>2</sup> Privacy related information

Address information may be used for:

- Validating appropriateness of alternate work location
- Aggregate reporting on telework effectiveness – not identifying individuals
- Computing mileage and time to derive benefits of telework to the employee and state