

**CALIFORNIA NATIONAL GUARD  
TELEWORK PROJECT AGREEMENT**

The following constitutes an agreement between the parties signing the form who agree to the conditions of the telework program contained in CNGFPR 204.

Teleworker's Name		Unit		Commander's Name						
Project Name										
Project Description										
Project Deliverables										
Project Duration	Planned Start Date		Planned Completion Date		Total Work Days					
Type and Number of Days to be Used	TECH	AGR								
Telework Schedule	Fixed		Flexible		As Needed					
	S	M	T	W	T	F	S	Attach Explanation		Attach Explanation
Progress Reports Req.	Daily		Weekly		Bi-Weekly					
	Monthly		Quarterly		Other					
Government Resources Required	Government Owned Computer		1-800 Toll Free Access to Network		Dial-in Access to Network					
	Printer		Other Attach Explanation		Other Attach Explanation					
Reimbursable expense type/ cost estimate, if required (SF 1164):										
Certification of Agreement – Read the conditions on the reverse of this form before signing										
	Name		Signature		Date					
Teleworker										
Immediate Supervisor										
Unit Commander										
Authorizing Authority										

### Conditions of the Telework Project Agreement

1. Teleworker agrees to adhere to the guidelines, policies, and procedures of the California National Guard (CNG) telework program. The teleworker recognizes that this telework arrangement is not a right but a complementary tool that management may use to accomplish work.
2. The teleworker will meet once per pay period with the unit commander/supervisor to develop and/or amend project agreements for work performed away from the official duty station. This meeting may be conducted in-person or by telephone, email will not meet this requirement. The teleworker will complete all assigned work according to work procedures mutually agreed upon by the teleworker and the unit commander/branch supervisor in the agreement.
3. Participation in telework does not change the teleworker's official duty work location. Army/Air Force Instructions (as applicable), local instructions, and other applicable directives govern all pay and reimbursements.
4. The teleworker agrees to document and submit to the unit commander, branch supervisor, and approval authority for approval, any requested changes in the work agreement.
5. The teleworker must ensure a safe and healthy work environment exists. If required by the supervisor/unit commander, the teleworker agrees to sign a self-certification checklist that proclaims the alternative work site is free of work related safety and health hazards.
6. Any data, document or work product developed in telework is the sole property of the US Government.
7. During telework, the branch supervisor/unit commander/approval authority may check progress via telephone calls, electronic mail or other available means.
8. The teleworker agrees not to conduct personal business while in official duty status at the telework workplace (e.g. caring for dependents, making home repairs, etc.).
9. Military members acknowledge that while teleworking, they are subject to the Uniform Code of Military Justice or State Military Code, as appropriate, based upon duty status. This control will occur during the duty hours specified. Technicians acknowledge that while authorized to telework they are subject to the appropriate standards of conduct and Personnel Regulations while teleworking. The period of jurisdiction for Technicians will coincide with the duty hours specified in the approved Telework Project Agreement.
10. **Equipment.** The teleworker certifies their understanding that, "This is a Department of Defense computer system for authorized use only. DoD computer systems may be monitored for all lawful purposes, including: to ensure that their use is authorized, for management of the system, to facilitate against unauthorized access, and to verify security procedures, survivability, and operational security. Using this system constitutes consent to monitoring. All information, including personal information, placed on or sent over this system may be obtained during monitoring. Unauthorized use could result in criminal prosecution."
  - a. The U.S. Government retains ownership and control of all hardware, software, and data associated with U.S. Government owned systems.
  - b. U.S. Government equipment provided for telework is considered FOR OFFICIAL USE ONLY (FOUO). The supporting agency will determine availability of equipment. Commanders may provide compatible equipment deemed as excess to authorized teleworkers. The supporting unit will provide initial assistance and direction to the teleworker for problems associated with equipment hardware, software, and warranty/repair guidance. The equipment is for authorized use by the teleworker only.
  - c. Teleworker agrees to protect any government owned equipment, to prevent the use by others, and to use the equipment only for official purposes.
  - d. Teleworkers must coordinate and request approval through normal channels before installing any hardware or software on U.S. Government systems.
  - e. Teleworkers will help ensure their use of data connectivity does not overburden the communication systems available and the cost to provide the service is fully justified.
  - f. Teleworkers must comply with DoD and applicable service (Air Force/Army) security procedures and ensure security measures are in place to protect the equipment from damage, theft or access by unauthorized individuals.
  - g. Access to sensitive (e.g. Privacy Act, FOUO) documents, data, records, etc. on government equipment must be consistent with all DoD and appropriate service (Air Force/Army) directives and instructions. Privately owned equipment may not be used to access or view classified information or Privacy Act data.
  - h. Teleworkers are responsible for providing security against loss due to malicious logic and, physical or virus loss, theft, or damage. Anti-virus software is available through the users network supporting unit.
  - i. If telework requirements terminate, the teleworker must immediately return government owned hardware, software, data, and cancel any telecommunication services that the government provided.