



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

NPSINST 5330.1A
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JUL 24 2020

NPS INSTRUCTION 5330.1A

From: President, Naval Postgraduate School

Subj: NAVAL POSTGRADUATE SCHOOL CIVILIAN TELEWORK POLICY

Ref: (a) Standards of Ethical Conduct of Employees of the Executive Branch
(b) DoD 5400.7-R of 14 May 2007
(c) 41 U.S.C. §423
(d) DoD Instruction 1035.01 of 4 April 2012
(e) Public Law 111-292, Telework Enhancement Act of 2010
(f) SECNAVINST 12271.1
(g) NPSINST 7410.3W

Encl: (1) Department of Defense Telework Agreement
(2) Government-Furnished Equipment Agreement

1. Purpose. To establish a uniform policy and guidance for the effective use and management of telework as required by references (a) through (g), that maximizes workplace flexibilities requisite to the success of a federal, graduate institution in accordance with federal law, regulation and pertinent instructions.

2. Cancellation. NPSINST 5330.1. This instruction has been revised and should be read in its entirety.

3. Coverage. This instruction applies to all full time, part-time, and intermittent 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.

4. Policy. Leadership actively promotes telework, where appropriate, and within the scope of the NPS mission.

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 or situational basis at an approved alternate 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 as appropriate.

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

g. NPS faculty are encouraged to request and utilize regular and recurring telework, if they meet the conditions outlined in paragraphs 5 and 6 below, to the extent practicable, in order to allow for the workplace flexibilities requisite to academic work (e.g. conducting research, writing, grading student submissions). Absent such an arrangement, faculty and staff will be required to work from their official worksite (NPS) without regard to their current work schedule be it traditional or alternative (5-4-9, maxiflex, flex).

h. Eligible employees who desire to continue to maintain their NPS position after leaving the commuting area, will be limited to no more than six-months full-time remote telework and approval should be contingent upon the supervisor's receipt of a letter of resignation with an effective date of voluntary resignation.

5. Types of Telework. Telework is primarily an arrangement to facilitate the 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.

b. Full-time remote (outside the commuting area) telework must be approved by the NPS President or his/her authorized delegate.

c. An employee working less than two days per period within the NPS pay-locality area will receive locality pay based upon the locality rates of the approved alternate worksite.

d. On a situational, non-routine, or ad hoc basis. Situational telework must be requested and approved to address a specific ad hoc situation and cannot be used in conjunction with a pre-approved telework arrangement.

6. Position Eligibility. Management will review positions periodically, or whenever there is a change in organization or position description, to determine eligibility for telework. Positions not typically eligible for telework includes:

a. Positions that require, on a daily basis, direct handling of classified materials.

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

c. Positions that require, on a daily basis, on-site activity that cannot be performed remotely or at an alternative worksite.

7. Employee Eligibility. Telework is not an entitlement and not all employees are eligible to telework. Employees typically not eligible for telework includes:

a. Employees recently assigned or newly appointed to trainee or entry-level positions.

b. Employees serving within a probationary or trial period.

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

d. Employees who violated network policies or security policies, which would render telework inappropriate (such as compromised Personal Identifying Information (PII) or violations of computer/network user policies.

e. Employees who have been officially disciplined for being absent without leave in the preceding calendar year or more than five days in any calendar year.

f. Employees who have been officially disciplined for violations of subpart G of reference (a) for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or network or while performing official Federal Government duties.

8. 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 in reference (d).

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

b. Teleworkers must work at their approved 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 the collective bargaining agreement.

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

d. Employees are compensated based on their official worksite. When the telework site is the employee's official worksite, locality pay is based on the location of the telework site.

e. 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 duty station. Supervisors should be aware that telework arrangements involving frequent official travel to the traditional worksite typically will not be approved.

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

9. Telework Requirements

a. Requests. Requests for telework, with the exception of full-time remote telework, will be made via the Total Workforce Management Service (TWMS) platform to the employee's immediate supervisor, utilizing enclosure (1).

b. Eligibility Determinations. Supervisors should consult the Human Resources Office (HRO) before approving any request for telework to ensure the appropriateness of either situational or recurring telework and to confirm both position and personal telework eligibility.

c. Training. Employees will complete Telework and PII training via TWMS prior to submitting a request to telework.

d. Full-Time Remote Telework. Requests for full-time remote telework will be made in writing through the HRO by the employee's supervisor who will provide a memo to the NPS President with the following information:

(1) Identification of the critical duties of the position and whether those duties can be performed 100 percent remotely?

(2) The security clearance required for the position and the location where any classified work will be performed.

(3) Whether the position requires access to PII.

(4) Whether the employee was initially hired to perform work at an NPS physical location.

(5) How performing this work remotely is in the best interest of NPS.

(6) How an approved full-time remote telework agreement affect the work of other employees in the department.

(7) The frequency that the employee is expected return to the NPS location?

(8) The mission impact if full-time remote telework is not approved.

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e. Duties that Require Return to Official Worksite. Recurring telework agreements must contain explicit language addressing the situations wherein an employee is expected to work from their official worksite (NPS) without the need for a “call back,” e.g., teaching, office hours, mandatory meetings, mandatory training, and other assignments as directed by management.

f. Duration. Telework arrangements will remain in effect for no more than two years but can be established for lesser periods and may be reviewed or adjusted more frequently, as needed. Employees may dispute supervisor-initiated telework changes to telework through either the negotiated or administrative grievance procedures as appropriate.

g. Time and Attendance. Employees are required to record time worked in a telework status on their timecards as regular/recurring or situational, in accordance with established NPS time and attendance procedures in reference (g). Employees will promptly advise their supervisor when problems arise that 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 official 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 official worksite before the end of the workday, 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 leave, earned credit hours, or previously earned compensatory time off.

h. Call Back. Employees may be required to report to the official worksite on scheduled telework days based on operational requirements (e.g. to attend a specific meeting), in such cases, employees shall be provided reasonable advanced notice when possible.

i. Absent exigent circumstances. A full-time employee teleworking from an approved alternative worksite outside the local commuting area should be provided minimum of seven days advance notice of a call back requirement. Absent exigent circumstances, an employee teleworking from the local commuting area should be provided minimum of 24 hours advance notice of a call back requirement.

j. Changes in Supervisor. If an employee’s supervisor changes, a new telework agreement will be completed by the employee and approved or denied by the supervisor within 15 days after the new supervisor assumes responsibility for the employee. If the employee submits the same terms as those found on his or her prior telework agreement, the supervisor shall agree to those terms in the absence of changes in mission requirements, employee performance or conduct, the needs of the work, e.g. office coverage, or loss of telework eligibility.

k. Performance Management. Teleworkers and non-teleworkers shall be treated equally 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. Performance standards for employees who telework must be commensurate with performance standards for on-site employees with similar duties and responsibilities.

1. Supervisory 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.

2. A supervisor may, at his or her discretion, notify an employee of performance or conduct issues warranting termination of a telework agreement and afford the employee the opportunity to correct the deficiencies prior to issuing this a return to work order.

3. Supervisors are required to institute procedures to maintain communications across all members of the work group.

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

n. Telework Equipment. The employee's organization shall provide the necessary equipment for regular and recurring telework, 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. 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. GFE shall be used for official use and authorized purposes only. Family members and friends of employees are not authorized to use GFE and materials. GFE must be returned to the supervisor at the conclusion of teleworking arrangements.

o. Information Security. Per reference (b) and DON policy, employees must protect sensitive unclassified data, including Privacy Act or FOUO data. Per reference (c), employees must protect sensitive information, or contractor proprietary restricted data, or data otherwise restricted by the Federal Acquisition Regulation or the Defense Federal Acquisition Regulation or other acquisition policies.

10. Telework Denial and Termination. A telework request may be denied by the supervisor, considering the eligibility criteria outlined. A telework agreement may be terminated at the discretion of the supervisor based on mission requirements, employee performance or conduct, the needs of the workgroup, e.g. office coverage, or loss of eligibility under the criteria.

a. A full-time employee teleworking from an approved remote worksite outside the local commuting area whose telework agreement is terminated shall be granted 45 days from the date the employee receives notification of termination of the agreement to report for duty at the traditional worksite. This period may be extended to a maximum of 120 days for good cause, upon submission of the employee's written request.

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b. Failure to maintain a valid telework arrangement will result in a Return to Work order being issued to Full-Time Remote and Recurring teleworkers within 14 days of the expiration of the employee's telework agreement. A full-time teleworker outside the local commuting area whose telework agreement is terminated shall bear the cost of relocation back to the local commuting area, unless otherwise negotiated with the employer, on a case-by-case basis, as a term of the telework agreement.

11. Records Management. Records created as a result of this instruction, regardless of media and format, must be managed per SECNAV M-5210.1 of January 2012.

12. Review and Effective Date. Per OPNAVINST 5215.17A, Naval Postgraduate School will review this instruction annually on the anniversary of its effective date to ensure applicability, currency, and consistency with Federal, Department of Defense, Secretary of the Navy, and Navy policy and statutory authority using OPNAV 5215/40 Review of Instruction. This instruction will be in effect for 10 years, unless revised or cancelled in the interim, and will be reissued by the 10-year anniversary date if it is still required, unless it meets one of the exceptions in OPNAVINST 5215.17A, paragraph 9. Otherwise, if the instruction is no longer required, it will be processed for cancellation as soon as the need for cancellation is known following the guidance in OPNAV Manual 5215.1 of May 2016.



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Releasability and distribution:

This instruction is cleared for public release and is available electronically only via <http://intranet.nps.edu/Code00/Instructions/IndexNew.html>

**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 <i>(YYYYMMDD)</i>	b. END <i>(YYYYMMDD)</i>		

11. TELEWORK ARRANGEMENT *(X one)*
 REGULAR AND RECURRING 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 <i>(YYYYMMDD)</i>
15. EMPLOYEE SIGNATURE <input type="checkbox"/> I also verify that I have completed approved telework training.		16. DATE <i>(YYYYMMDD)</i>

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)
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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)

SECTION IV - NOTICE OF TELEWORK ARRANGEMENT CANCELLATION
(Complete this section when the telework agreement is cancelled.)

1. CANCELLATION DATE (YYYYMMDD)

2. INITIATED BY (X one)

EMPLOYEE

MANAGEMENT

3. REASON(S) FOR CANCELLATION

4. GOVERNMENT-FURNISHED EQUIPMENT/PROPERTY RETURNED
LIST PROPERTY AND DATE OF RETURN:

YES

NO

5. SUPERVISOR'S SIGNATURE

6. DATE (YYYYMMDD)

7. EMPLOYEE SIGNATURE

8. DATE (YYYYMMDD)

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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: _____

Enclosure (2)