This telework agreement authorizes (employee name) to telework as specified within this document. This agreement is solely intended to regulate telework and is not a contract of employment.

**Scope of Agreement**

Telework is generally a voluntary work arrangement that may be terminated by either the employee or \_\_\_\_\_\_\_\_\_\_\_ (agency name) at any time, with or without cause. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(agency name) may require telework in some instances.

This agreement imposes certain duties and obligations upon the employee while teleworking. The employee’s other duties, obligations, responsibilities, standards of conduct, performance expectations, and conditions of employment will not be affected by this agreement. The employee’s salary, benefits, and employer-sponsored insurance coverage will not change as a result of telework.

**Work Hours and Leave**

If engaging in regular telework, the employee agrees to work the telework schedule detailed below, unless an exception is approved by the supervisor:

|  |  |
| --- | --- |
| **Day** | **Work Hours**  **Begin / End Times[[1]](#footnote-1)\*** |
| Monday |  |
| Tuesday |  |
| Wednesday |  |
| Thursday |  |
| Friday |  |

In addition to the above, the employee agrees to be accessible to the supervisor at all times during the telework schedule.

The employee agrees to request and receive approval from the supervisor before **using leave** (or **working overtime** if the employee is FLSA non-exempt) on a telework day or otherwise changing the telework schedule. If there is an emergency need to use leave, work overtime (FLSA non-exempt employees only), or otherwise change the telework schedule, and the supervisor is unavailable, the employee agrees to contact \_\_\_\_\_\_\_\_\_\_ (name of official) for prior approval.

The employee acknowledges that working overtime (if FLSA non-exempt), using leave, or otherwise working outside the telework schedule without prior approval may result in termination of the telework agreement and other appropriate action.

**Alternate Workplace**

The employee certifies that the alternate workplace is adequate for performing \_\_\_\_\_\_\_\_\_ (agency) duties. The employee agrees to maintain a safe workspace that is free from hazards and other dangers to the employee and equipment and that is suitable for productive work.

The employee understands that maintaining an adequate, safe workspace is a condition of telework. \_\_\_\_\_\_\_\_\_\_\_\_(agency name) and the State reserve the right to inspect the alternate workplace.

**Performance Expectations and Monitoring**

The employee agrees to spend telework time performing assigned \_\_\_\_\_\_\_\_\_ (agency) duties and will refrain from engaging in secondary employment or other personal business during \_\_\_\_\_\_\_\_\_ (agency) work time.

The employee agrees to maintain contact on telework days with the work unit and customers as directed by the supervisor and as appropriate to successfully perform assigned duties.

The employee agrees to complete the duties assigned for telework days, as discussed with the supervisor and within the set timeframes. The employee agrees to provide regular reports, as required by the supervisor, to help evaluate telework performance. The employee acknowledges that a decline in work performance may result in termination of the telework agreement and other appropriate action.

The employee agrees to keep work interruptions, such as personal phone calls, to a minimum during telework hours. The employee also agrees to arrange for child and dependent care to the same extent necessary during work at the conventional work site (unless there is a declared State of Emergency or other extenuating circumstance identified by the Governor’s office which affects the availability of schools and/or childcare providers resulting in the need for agencies to be flexible regarding the work schedules of teleworkers). .

The employee acknowledges the requirement to comply with applicable laws, rules, and \_\_\_\_\_\_\_\_\_ (agency) policies, regulations, and procedures while teleworking. Violations may result in termination of the telework agreement and other appropriate action.

**Supplies**

The employee agrees to obtain, through established agency process, all office supplies needed for work at the telework location and agrees to use the supplies for \_\_\_\_\_\_\_\_\_ (agency) work-related purposes only. The employee acknowledges that out-of-pocket expenses for supplies regularly available at \_\_\_\_\_\_\_\_\_ (agency) will not be reimbursed unless previously approved by \_\_\_\_\_\_\_\_\_ (agency).

**Equipment**

The employee agrees to use his or her own furniture, data communication and/or services, and other equipment, with the exception of any equipment provided by the agency.

The employee and \_\_\_\_\_\_\_\_\_ (agency) acknowledge that \_\_\_\_\_\_\_\_\_ (agency) equipment used for telework are state-owned property.

The employee agrees to use \_\_\_\_\_\_ (agency) equipment in accordance with \_\_\_\_\_\_ (agency) and statewide policies and agrees to return \_\_\_\_\_\_\_\_\_ (agency) equipment to the \_\_\_\_\_\_ (agency) office when it is not being used for telework support.

The employee is authorized to use the following \_\_\_\_\_\_ (agency) equipment at the telework site:

|  |  |
| --- | --- |
| **Item** | **Inventory #** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**Security and Confidential Information**

The employee must adhere to agency and state internet and technology use policies, including the transportation of records.

The employee agrees to properly protect and secure all \_\_\_\_\_\_\_\_\_ (agency) data, files, software, equipment, and supplies. \_\_\_\_\_\_\_ (agency) data, files, software, equipment, and supplies must not be used to create employee-owned software or personal data. The employee will comply with all applicable laws, rules, regulations, policies, and instructions regarding security of confidential information.

The employee agrees to have virus protection on any computer used while teleworking and to use only properly licensed programs when performing \_\_\_\_\_\_\_\_ (agency) work.

Any software, products, or data created while teleworking are owned by \_\_\_\_\_\_\_ (agency name). The employee agrees not to store \_\_\_\_\_\_ (agency) information on or load \_\_\_\_\_\_\_ (agency) software to non- \_\_\_\_\_\_ (agency) computers and agrees to save work-related electronic information using only \_\_\_\_\_\_ (agency) computers or properly-secured portable devices (e.g., flash drives, etc).

The employee agrees to protect \_\_\_\_\_\_\_\_ (agency) records from unauthorized disclosure or damage and will comply with all legal and policy requirements regarding disclosure of \_\_\_\_\_\_\_ (agency) information.

**Operating Costs**

The employee agrees that\_\_\_\_\_ (agency) is not responsible for operating costs, home maintenance, or other incidental costs (e.g., utilities, insurance) whatsoever, associated with use of an alternate workplace.

**Workers’ Compensation & Liability**

If an injury occurs during teleworking hours, the employee agrees to notify the supervisor immediately and to follow \_\_\_\_\_\_\_\_ (name of agency)’s procedures for reporting workplace injuries. \_\_\_\_ (agency) agrees to investigate any report of injury promptly.

The employee agrees not to host business guests at their alternate workplace if the alternate workplace is their residence/personal property. The employee acknowledges that the state is not responsible for injuries to non-employees such as family members in the teleworker’s alternate workplace.

The employee acknowledges that \_\_\_\_\_\_\_\_ (agency) is not responsible for loss or damage to the employee’s l property, real or otherwise, or property owned by the employee’s family members, visitors, or other individuals in the employee’s alternate workplace..

The employee is responsible for individual tax implications, auto and homeowner’s insurance, and compliance with local ordinances and other community guidelines related to telework.

\_\_\_\_\_\_\_\_\_ (agency) is not responsible for any costs, damages, or losses resulting from ending the employee’s participation in telework.

**Participation in Studies and Reports**

The employee and supervisor agree to participate in studies, inquiries, reports, and analyses related to telework, as requested by \_\_\_\_\_\_\_\_\_ (agency).

**Terms of Agreement**

This agreement is effective on the date it is signed and may be modified and reissued, as appropriate.

The employee acknowledges that telework is generally voluntary and is available only as long as \_\_\_\_\_\_\_\_\_ (agency) determines both the employee to be eligible and telework to be beneficial to the agency. Telework is not an entitlement or benefit of employment. Either the employee or \_\_\_\_\_\_\_\_\_ (agency) may cancel the telework agreement, with or without cause, at any time.

**I have read and understand this agreement and the \_\_\_\_\_\_\_\_\_ (agency name) Telework policy and attachments, and I agree to abide by and act in accordance with these documents. I agree that the only purpose of this agreement is to regulate telework, that it is not an employment contract, and that it may be cancelled at any time.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Supervisor Signature Date

*The supervisor and employee each retain a copy of this form.*

1. \* This time period normally includes an unpaid meal period. If work times are flexible, write “Flexible,” and indicate earliest and latest begin/end times, if applicable. [↑](#footnote-ref-1)