

OKALOOSA COUNTY TELEWORK AGREEMENT

Employee Name:	Date:
Job Title:	Supervisor's Name:
Department:	Phone (desk and cell):

The terms and conditions of the Telework Program are:

1. The employee agrees to participate in the Telework Program and to adhere to the guidelines and policies as stated in this agreement.
2. This agreement will become effective on _____ and remain valid until _____, or until canceled by either party.
3. **Attendance:** The performance of official duties at the telework site will be recorded in the employee's time and attendance record as hours worked.
4. **Caregiver Responsibilities:** The employee agrees that any time spent in care-giving responsibilities will not conflict with the hour spent preparing work assignments.
5. **Dual or Additional Employment:** The employee shall not have a second job unless an Outside Employment form has been submitted, reviewed for conflicts of interest, and approved. Regardless, secondary work should not be completed during the hours designated as normal work time for County business.
6. **Evaluation:** The evaluation of the employee's job performance will be based on norms or other criteria derived from past performance or previously stated standards for job duties as designated by the manager.
7. **Leave:** The employee must obtain supervisory approval before taking leave in accordance with Chapter IX, Attendance and Leave, Okaloosa County Human Resources Policy Manual. By signing this agreement, the employee agrees to follow established procedures for requesting and obtaining approval for leave.
8. **Liability:** Okaloosa County will not be liable for damages to the employee's property that result from participation in telework. The employee certifies that his/her home provides a safe working environment. For example (not to be an all-inclusive list):
 - the work area has adequate ventilation;
 - electrical equipment is free of recognized hazards;
 - surge protectors are used to protect county-owned equipment;
 - work area is neat, clean, and reasonably quiet;
 - smoke detectors are working; and,
 - a fire extinguisher is easily accessible.

9. **Okaloosa County Office Closures:** If there is an “official closing” the employee will be notified by their assigned department point of contact regarding leave options during the time the office is closed.
10. **Overtime and Compensatory Leave:** If the employee works overtime that has been ordered and approved in advance, the employee will be compensated in accordance with applicable law and Human Resources policy. The employee understands that the supervisor will not tolerate unapproved overtime work. By signing this agreement, the employee agrees that failing to obtain proper approval for overtime work may result in the employee’s removal from the telework program, disciplinary action, or other appropriate action.
11. **Records:** The employee will apply approved safeguards to protect County records from unauthorized disclosure or damage and will comply with the public record requirements set forth in Chapter 119, F.S. and any applicable County information security and privacy policy. Work performed in accordance with this agreement is considered official County business. All records, papers, and correspondence must be safe guarded until their return to the official location. Release or destruction of any records may only be done at the official location according to statute and rule. Computerized files are considered official records and shall be similarly protected as set forth in Chapter 119, F.S.
12. **Reimbursement:** The County will not be responsible for operating costs, home maintenance, or other incidental cost (e.g., utilities) associated with the use of the approved telework worksite. The employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the County, as provided for by statute and implementing rules.
13. **Standards of Conduct:** The employee agrees to abide by all standards of conduct and other established state laws, Okaloosa County policies, procedures, and acceptable practice, and understands that failure to do so may subject the employee to disciplinary action. Florida law prohibits employees from conducting face-to-face County business at any residence.
14. **County Owned Equipment:** To effectively perform assigned tasks, the employee may use County equipment at the employee’s telework location with the approval of the employee’s manager. The equipment must be protected against damage and unauthorized use. County owned equipment will be serviced and maintained by the County if the equipment is returned to the employee’s centrally located worksite and may be monitored electronically in accordance with any applicable policy. Employee shall be financially responsible for County-owned equipment that is stolen, damaged, and/or destroyed during use at the telework location. Equipment provided by the employee will be at no cost to the County and will be maintained by the employee. The employee may not use the equipment or communication lines for personal activities in accordance with current applicable policy due to potential restricted internet capacity. The employee is expected to establish and maintain proper safety precautions to ensure the telework site is free from safety hazards to the employee or County owned equipment.
15. **Remote Access:** Remote access to the County’s network may be provided to the employee, and updated periodically, at the discretion of the employee’s supervisor and in consultation with the Information Technology Director. Employees who telework are subject to the same internal policies regarding the use of County-owned equipment and services as that of employees at the official work site. To access the County’s network remotely, a VPN Access Request form must be completed by the employee and approved by the department director and the Information Technology representative.
16. **Work Assignments:** The employee will communicate with the manager to receive assignments and to review completed work as necessary or appropriate. The employee will respond to a manager’s phone

call or e-mail request within a reasonable time during their specified work hours. The employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the manager according to guidelines and standards stated in the employee's position description and/or performance standards and attend all required meetings, conference and/or training sessions. The telework monitoring form or a suitable alternative may be required by the manager to be submitted for task and project tracking and approval.

17. **Workers' Compensation:** The County will be held harmless against any and all claims, excluding Workers' Compensation claims, resulting from an employee working at the telework location. The employee is covered under the Worker's Compensation Law if injured in the course of performing official duties at the telework location. The employee agrees to maintain a safe working environment and understands that verified negligence or failure in this regard may subject the employee to disciplinary action as well as potentially denied workers' compensation benefits. In the event of a job-related accident while teleworking, the employee must immediately report the accident or injury to their manager in accordance with current applicable policy, and agrees to allow immediate and follow-up inspections at the telework site as needed.

18. **Violation:** Failure of the employee to comply with any of the above provisions will result in the:
a. Immediate termination of this Agreement; and return of the employee to the official workplace; and/or
b. Imposition of appropriate disciplinary action, up to and including dismissal.

The employee signature below indicates that the employee has read the information and fully understands the contents and agrees to abide by the terms and conditions of this agreement and the Okaloosa County Telework Policy.

Employee Signature

Date

Director's Approval

I recommend _____ Approval _____ Disapproval of this agreement.

Director's Signature

Date

Deputy County Administrator

Deputy Administrator's Signature

Date

Approving Authority – County Administrator

Approving Authority's Signature

Date

The language used in this Agreement does not create an employment contract between the employee and Okaloosa County. This document does not create any contractual rights or entitlements. Okaloosa County reserves the right to revise the content of this Agreement, in whole or in part. No promises or assurances, whether written or oral, which are contrary to or inconsistent with the terms of this paragraph create any contract of employment.