

Telework Agreement

This DOC Telework Agreement (“Agreement”) is effective as of _____ (the “Effective Date”), and is entered into between the Department of Corrections (“DOC”) and _____ (“Employee”), _____ (Employee Id No.). This Agreement may be amended and is only in effect when unsafe working conditions warrant the use of telework as determined by the Appointing Authority.

DOC and the Employee agree as follows:

- 1. Telework Location.** When working at the telework location, the Employee agrees to follow all agency and divisional policies and procedures applicable to the Employee’s position except such policies and procedures that apply to agency or division employees by virtue of being physically located at a state government building.
- 2. Pay, Attendance and Leave.** An employee’s compensation and benefits do not change as a result of telework. An employee on a Telework Agreement continues to accrue annual leave, sick leave, and all other leave benefits at the same rate as he or she did, prior to the Telework Agreement. The total number of hours an employee is expected to work does not change, regardless of location. Flexible work schedules may be allowed with supervisory approval. The employee shall remain readily accessible by phone and computer during the established work schedule. The employee shall ensure a phone number(s) has been provided to the supervisor and remain responsive to any request during scheduled business hours. The Employee agrees to follow DOC policies and procedures for requesting and obtaining approval of leave. Telework employees should ensure their own safety at all times. Telework employees will not be granted administrative leave during inclement weather unless otherwise approved by the telework employee’s manager, which will be approved on a case-by-case basis.
- 3. Overtime.** The Employee agrees not to work overtime unless such overtime is ordered or approved in writing in advance. Unapproved overtime is unacceptable and may be cause for discipline.
- 4. Equipment.** As applicable, the work-related equipment to be provided by DOC and by the Employee is identified in the Telework Home Office Checklist. The Employee agrees to use such state- owned equipment solely to perform duties of the Telework Position and shall protect the state-owned equipment against damage, theft and unauthorized use. The Employee agrees to immediately notify the supervisor or other appropriate manager and the DOC Service Desk at 405-521-2445 if the Employee’s ability to perform the Telework Position duties is hampered in any way due to damage, theft, compromise or suspected compromise, or loss of any employee-owned equipment or state-owned equipment.

The Employee agrees to be responsible to service and maintain any employee-owned

equipment and the Employee shall not be eligible for reimbursement of such costs. The Employee agrees to protect any employee-owned equipment against damage, theft and unauthorized use. If Employee has a VPN account his or her personal equipment must be equipped with Virus detection and spyware detection software. Any work-related information stored on employee-owned equipment shall be subject to disclosure pursuant to the Open Records Act and the Employee agrees to fully cooperate with any open records request of such information.

After termination of this Agreement, all state data shall be deleted from any employee-owned equipment and all state-owned property shall be returned to DOC upon request. The Employee agrees to be liable for the replacement or repair cost, as applicable, of state-owned equipment that is lost, damaged or unreturned after termination of this Agreement.

5. **Costs.** DOC will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the telework location. However, the Employee does not give up any right to receive reimbursement for job-related expenses specifically authorized in writing by DOC.
6. **Liability.** DOC shall not be liable for damages to the telework location or other property at the telework location that is not state-owned equipment and shall not be liable for personal injury damages, whether to the Employee or any other person, except to the extent DOC is found liable for a workers' compensation claim of the Employee under applicable law.
7. **Travel.** The Employee shall not be entitled to reimbursement of any nature if requested to report to a state work location other than a telework location or chooses to travel between telework locations. However, the Employee shall remain eligible for reimbursement for travel to other locations in accordance with the State Travel Reimbursement Act.
8. **Verification of Primary Telework Location Safety.** The Employee shall inspect the Primary Telework Location and assess the physical safety. The Employee acknowledges and agrees the Telework Location meets general physical safety requirements and the Employee has had an opportunity to express any issues or concerns related to such Primary Telework Location. The Employee agrees to maintain the workspace to be utilized at the Primary Telework Location free of safety and fire hazards.
9. **Data Security.** The Employee agrees to appropriately safeguard all state data and agrees to comply with the state Information Security Policies, Procedures and Guidelines ("State Security Policy") and applicable data security laws, rules and regulations. The Employee further agrees to fully cooperate with any security audit of the telework location. If the Employee is unsure whether certain information is confidential or otherwise protected from disclosure, the Employee agrees to consult with the appropriate supervisor to make the determination. The Employee agrees to destroy any such information that is required to be printed, in accordance with applicable state policies and procedures.

Signature Page to Telework Agreement

The undersigned Employee has read, understands and has been provided an opportunity to obtain clarification of the terms of this Agreement.

Employee:

[NAME, TITLE]

Date

Contact Phone Number