

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TELEWORK AGREEMENT**

**This agreement highlights the terms and conditions of the Telework Program as established in Procedure 250-000-050.**

The employee volunteers to participate in the Telework Program and to follow the applicable guidelines and policies. The employer agrees with the employee's participation.

**Duration:** This agreement will be valid until canceled in writing by either party.

**Pay and Attendance:** All pay, leave and travel entitlement will be based on the employee's official duty station. The employee's time and attendance will be recorded as if performing official duties at the office.

**Leave:** Employees must obtain supervisory approval before taking leave in accordance with established office procedures. The employee agrees to follow established procedures for requesting and obtaining approval of leave.

**Overtime:** The employee will continue to work in pay status while working at the home office. An employee working overtime, ordered and approved in advance, will be compensated in accordance with applicable law and rule. The employee agrees that failing to obtain proper approval for overtime work may result in removal from the Telework Program and/or other appropriate action.

**Equipment:** The Cost Center Manager and the District Technology Services & Support Manager or the Central Office Information Technology Services Manager will pay for, install and maintain approved equipment, and software any other resources provided by the Department to employees for telework purposes be used only for official business of the Department. The State is not required to provide equipment for the home office; however, with the approval of the supervisor, the teleworker may be provided State-owned equipment necessary to perform work assignments.

**Maintenance of Equipment:** Equipment provided by the employer must be protected against damage and unauthorized use. Employer-owned equipment will be serviced and maintained by the employer. Equipment provided by the employee will be at no cost to the employer, and will be maintained by the employee.

**Cost:** The employer will not be responsible for operating costs, home maintenance, home office setup, furnishing costs, or any other incidental costs (e.g. electricity, water), associated with the use of the employee's residence. The employee does not give up any reimbursement for authorized expenses incurred while conducting official business for the employer.

**Liability:** The employer will not be liable for damages to the employee's property resulting from participation in the Telework Program. In signing this document, the employee agrees to hold the State harmless against any and all claims, excluding workers' compensation claims.

**Workers' Compensation:** The employee is covered by workers' compensation if injured in the course of performing official duties at the telework location.

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**Verification of Home Safety:** In signing this agreement, the employee verifies that the home office provides work space that is free of safety and fire hazards.

**Work Assignments:** The employee will meet with the supervisor in person, by email, via Teams Meetings or Skype, or by phone to receive assignments and to review completed work. The employee will complete all assigned work according to procedures mutually agreed upon with the supervisor.

**Evaluation:** The evaluation of the employee's job performance will be based on established standards. Performance must remain satisfactory to remain a teleworker. Employees will not be allowed to telework while on a performance improvement plan (PIP)/corrective action plan (CAP).

**Records:** The employee will apply safeguards which are approved by the Department to protect records from unauthorized disclosure or damage. All records, papers and correspondence must be safeguarded for return to the office.

**Participation in Evaluation:** The employee and supervisor agree to promptly complete and submit telework evaluation materials and to attend periodic group meetings for the Telework Program.

**Curtailment of the Agreement:** The employee may stop participating in this program at any time with written notification. Management has the right to remove the employee from the program when participation would not be in the best interest of the Department or the teleworker fails to comply with the provisions of the Telework Agreement or the Telework Procedure (written notification is required).

The employee agrees to work at the office or telework location, and not from another unapproved site. The employee agrees not to conduct face-to-face business at his or her established telework location/residence. Failure to comply with this provision may result in termination of the agreement, and/or other appropriate disciplinary action. State owned equipment must be returned to the official office within two working days of termination of the agreement.

**Work Hours and Location:** The following are the working hours and locations which are agreed to as a part of the Telework Agreement.

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**Applicant Information:**

Employee Name: \_\_\_\_\_ Position #: \_\_\_\_\_ PeopleFirst ID: \_\_\_\_\_

DMS Class Title: \_\_\_\_\_ Cost Center Name: \_\_\_\_\_ Cost Center #: \_\_\_\_\_

Employment Type: \_\_\_\_\_ Included / Excluded: \_\_\_\_\_

**Work Location (Include the full address):**

Official Work Location: \_\_\_\_\_

Telework Location: \_\_\_\_\_

What state-owned equipment will be used at the telework location:

Cell Phone	Landline Phone	Personal Computer
Tablet / iPad	Monitor(s)	Keyboard / Mouse
Cords	Audiovisual Equipment	Docking Station
Other:		

**Telework Plan:**

*This section of the Telework Agreement is to document the employee's general work duties and develop an appropriate monitoring and supervision plan. The employee and supervisor should first meet and discuss the specific expectations and Telework Plan that will be uploaded into the Telework Agreement before beginning this process.*

Employee:

Use the paperclip icon to attach a document that describes your general work duties. Include in the document answers to these two questions: Are there any aspects of your job that cannot be accomplished from your telework location? Does your proposed telework schedule leave enough time in the office to complete those tasks? Include your name on the document.

Supervisor:

Use the paperclip icon to attach a document that describes how employee output will be reviewed and monitored and supervision will be provided. Include your name on the document. Ensure the employee has sufficiently described his or her general work duties in the document they attached. If not, you may attach additional documentation.

*The attachments provided by the employee and the supervisor to comprise the telework plan can be found at the end of the DocuSign document.*

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**Schedule:**

		Week One			
		Begin Work	Begin Lunch	End Lunch	End Work
Friday	Telework				
	In Office				
Saturday	Telework				
	In Office				
Sunday	Telework				
	In Office				
Monday	Telework				
	In Office				
Tuesday	Telework				
	In Office				
Wednesday	Telework				
	In Office				
Thursday	Telework				
	In Office				
		Week Two			
		Begin Work	Begin Lunch	End Lunch	End Work
Friday	Telework				
	In Office				
Saturday	Telework				
	In Office				
Sunday	Telework				
	In Office				
Monday	Telework				
	In Office				
Tuesday	Telework				
	In Office				
Wednesday	Telework				
	In Office				
Thursday	Telework				
	In Office				
		<b>Total Biweekly Telework Hours</b>			

*Adjustments to the base telework hours referenced in this agreement may be agreed upon, on a temporary basis, due to extenuating circumstances and/or to meet the needs of the Department, provided the changes are agreed upon in writing by the supervisor and employee. Should the need to incorporate the adjustments permanently arise, both parties understand a new Telework Agreement must be executed in order to comply with statutory, procedural and annual reporting requirements.*

Will the employee telework over 32 hours per week?

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Is this a flexible work schedule as defined in the Flexible Work Schedules procedure?

*Note the employee will not be prompted to sign the document until the system routes it to the supervisor first, who will review the employee's attachment and upload the supervisor's attachment. This will allow the employee to acknowledge the information in the supervisor's attachment before the form is routed further.*

**Signatures:**

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Cost Center Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Director: \_\_\_\_\_ Date: \_\_\_\_\_

District Technology Services & Support Manager/ Central Office Information Technology Services Manager:

\_\_\_\_\_ Date: \_\_\_\_\_

Secretary, Assistant Secretary, District Secretary, Executive Director or Designee:

\_\_\_\_\_ Date: \_\_\_\_\_

Director of Human Resources: \_\_\_\_\_ Date: \_\_\_\_\_

**HR Use Only**

**Employee Name**

**Sick Leave**

**FMLA**

**FSWP**

**PIP**

**% of time Teleworking**

**/**

**=**

**HR Representative Signature**

**CO Use Only**

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**PeopleFirst Updated**

**Employee Side**

**Position Side**