

Telecommuting Agreement

This Agreement is entered into between the _____, and _____ (hereinafter "Employee") and shall be in effect starting _____, 20____, and expiring _____, 20____, unless terminated by either party prior to the expiration date. This Agreement establishes the terms and conditions of Employee's participation in the Employer's Telecommuting Program. In addition to the terms and conditions set forth below, Employee acknowledges and agrees to be bound by the provisions of the Employer's Telecommuting policy, which terms and conditions are incorporated herein by reference as if fully set forth in this Agreement verbatim.

TERMS AND CONDITIONS:

1. Employee's participation in the Telecommuting Program is voluntary.
2. Employee agrees to fully comply with the applicable procedures, guidelines and policies governing the Telecommuting Program.
3. Employee may voluntarily terminate participating in this program, including termination of this Agreement, at any time. Employer has the right to terminate Employee's participation in this program at any time. Employer may terminate this Agreement, including Employee's participation in this program, if Employee's participation in the program is deemed not to be in the Employer's best interests. Employee agrees to perform all work approved by Employer at Employee's official work location or the telecommuting site, and not from any other unapproved site or location. Failure to comply with this provision may result in termination of the Agreement, and/or other appropriate disciplinary action.
4. The following are the approved working locations.

Official Work Location:

Telecommuting Work Location:

5. During the period of this Agreement the normal business hours are Monday through Friday, 8:00 AM to 5:00 PM. Work hours and work locations are specified as part of this Agreement, as follows:

Day	Work Hours	Official Work Location	Telecommuting
Friday			
Monday			
Tuesday			
Wednesday			
Thursday			

6. Employee is entitled to be reimbursed for per diem and travel expenses in accordance

with Employer's Travel Policy. All pay, leave, travel reimbursement, and other benefits are measured using Employee's official work location, where applicable (note Point of Origin comment), and will comply fully with the regulations noted above. Should any discrepancy arise, it is Employee's responsibility to ensure that any and/or all corrections will be made in accordance with the appropriate regulations. Employee's work time and attendance are recorded as if occurring at Employee's official work location. Travel Voucher preparation training is available upon request through the Employer's Finance Department.

7. Employee must obtain approval from their supervisor, or designee, before taking leave in accordance with Employer's established policies and procedures. Employee agrees to follow established policies and procedures for requesting and obtaining approved leave.

8. Employer will provide the following office equipment _____ . The employee is responsible for providing all other necessary office and office equipment to be used at the telecommuting work location.

9. Equipment provided by Employer must be protected against damage and unauthorized use. Employer-owned equipment is serviced and maintained by Employer. Equipment provided by Employee is at no cost to Employer, and is maintained by and at the sole expense of Employee.

10. Employer is not responsible for home or telecommuting site maintenance, operating costs, or any other incidental costs (e.g., utilities) associated with Employee's use of their residence or an approved telecommuting site as a result of Employee's participation in the Telecommuting Program. Employee does not forfeit or waive any reimbursement for authorized expenses incurred while conducting official business for the Employer as a participant in the Telecommuting Program.

11. Employer is not liable for damages to the Employee's residence or property at the telecommuting site resulting from Employee's participation in the Telecommuting Program. By signing this Agreement, Employee agrees to hold the Employer harmless against any and all claims, excluding workers' compensation claims, arising out of and/or related to Employee's participation in the Telecommuting Program, including Employee's performance of work from Employee's residence or the telecommuting site.

12. Employee retains all coverage provided or authorized by the State of Florida's Worker's Compensation Act set forth in Chapter 440, Florida Statutes (2008), as amended from time to time, during employee's participation in the Telecommuting Program.

13. By signing this Agreement, Employee verifies that the home office or telecommuting site, or both, provides workspace that is free of safety and fire hazards.

14. During Employee participation in the Telecommuting Program, Employee agrees to meet or confer with the supervisor face-to-face or by telephone, or by other means mutually agreeable to Employee and Employer to receive and discuss assignments and to review completed work. Employee agrees to complete all assigned work according to mutually agreed upon procedures

and deadlines or schedules.

15. The evaluation of Employee's job performance is based on established standards. Employee's performance must remain satisfactory to continue participation in the Telecommuting Program for the duration of this Agreement.

16. Employee will apply safeguards approved by Employer to protect public records from unauthorized use, disclosure or damage. All records, papers and correspondence created or received by Employee during Employee's participation in the Telecommuting Program must be safeguarded for return to Employer's primary place of employment.

17. Performance Expectations: This section is intended to outline clear expectations for the Employee's role and responsibilities, as well as, expected outputs and outcomes for the coming year.

18. Other Provisions:

- a. Employee and Employer agree that all questions concerning the interpretation of this Agreement shall be resolved according to Florida law.
- b. Employee and Employer agree that all expenses incurred by Employee related to the enforcement of this Agreement shall be borne solely by Employee, unless Florida law requires Employer to pay such expenses, including attorney's fees or litigation costs.
- c. Employee and Employer agree that all matters requiring adjudication or resolution by adversarial proceedings shall be initiated and resolved by an appropriate and competent adjudicating or investigative authority located in a place to be designated by the employer, whether such authority is a court of competent jurisdiction, an administrative body, mediator or arbitrator, Florida State agency, or Florida board or commission.
- d. Employee, by voluntarily participating in the Telecommuting Program, and Employer, by approving Employee's participation in the Telecommuting Program, do not waive or forfeit any of their respective legal rights, privileges, or immunities concerning or relating to Employee's legal status as an employee of the State of Florida or Employer's legal status as an executive agency of the State of Florida.
- e. Employer and Employee agree that if Employee deems it necessary or desirable to reside outside of the State of Florida or work outside the State of Florida to perform work required or contemplated by this Agreement, Employee's residence or telecommuting site(s) does not change or affect any aspect of the employment relationship between Employer and Employee. Therefore, if Employee deems it necessary to complain or grieve Employer action or inaction whether such claims or grievance relates to civil rights, the Americans with Disabilities Act, the Health

Insurance Portability and Accountability Act of 1996, termination of employment, or other employee rights, Employee agrees that such claims or grievances shall be governed and resolved only by those policies and procedures, administrative rules, regulations, statutes, court or administrative decisions that would be applicable to such claims or grievance as if Employee was physically present and working in Florida, regardless of Employee's physical location when such complaint or grievance occurred.

19. This Agreement represents the final intent of the parties concerning all matters related to Employee's participation in the Telecommuting Program.

Employee: _____
Date: _____

Supervisor: _____
Date: _____

VP Information Technology: _____
Date: _____

Delegated Authority: _____
Date: _____