



# IDAHO DEPARTMENT OF CORRECTION

*Protecting the public, our staff and those within our custody and supervision.*

BRAD LITTLE  
Governor

JOSH TEWALT  
Director

## IDOC TELECOMMUTING AGREEMENT

Date:  
Employee Name:  
Job Title:  
Employee ID:  
Supervisor:

The above indicated Idaho Department of Correction (IDOC) employee (Employee) is granted permission to telecommute pursuant to the terms of the IDOC *Telecommuting* Standard Operating Procedure (SOP) 206.07.01.006 and this IDOC Telecommuting Agreement (Agreement). Nothing in this Agreement shall be construed to modify the employment relationship between the IDOC and Employee. By signing this Agreement, Employee acknowledges and agrees that the ability to telecommute places no management restrictions on IDOC. Further, Employee understands that all IDOC policies and regulations continue to apply to him/her and that all work product remains the property of the IDOC.

**By signing this Agreement Employee is stating that he/she understands the terms of the document and agrees to the following in its entirety:**

### 1. Safety

- a. Employee will verify the safety of their alternate worksite using the Self-Reporting Safety Checklist in Section 8 of this Agreement.
- b. Employee is covered by the Idaho State Insurance Fund's Workers' Compensation Program, as appropriate, if injured while working at the alternate worksite.
- c. Employee agrees to bring to the immediate attention of his/her supervisor any accident or injury that occurs while working at an approved alternate work location.
- d. Supervisor will investigate all accident and injury reports immediately following notification.
- e. Agency reserves the right to inspect the alternate work location to ensure safety standards are met.

### 2. Confidentiality and Information Security

- a. Employee will apply approved safeguards, in accordance with agency policy, to protect agency or State records from unauthorized disclosure or damage and will comply with all records and data privacy requirements set forth in state law, agency specific policies, and State policies.
- b. Employee will conduct work at the alternate work location in compliance with all information security standards.

### 3. Work Standards and Performance

- a. Employee will meet with their supervisor to receive assignments and to review completed work as the supervisor deems necessary or appropriate.
- b. Employee may be required to return to the central workplace on scheduled telecommuting days based on operational requirements, including covering for staff on vacation or sick leave, staff shortages, or other matters that necessitate Employee's presence.

- c. Employee will complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor, and according to guidelines and expectations stated in the employee's job description, SOPs, policies, and performance plans.
- d. Supervisor will regularly evaluate and provide feedback on the employee's job performance.
- e. Employee agrees to perform telecommuting work at the approved alternate work location during times defined in this Agreement unless they notify and receive explicit approval from a supervisor to temporarily shift telecommuting work to another alternate work location or time period. Failure to comply with this provision may result in termination of the Telecommuting Agreement, and/or appropriate disciplinary action.
- f. Telecommuting is not to be viewed as a substitute for dependent care and dependent care situations must be disclosed. Telecommuters with dependent care situations need to have alternative solutions for providing care during the agreed upon work hours.

#### **4. Compensation and Benefits**

- a. All pay rates, leave/retirement benefits, and travel reimbursements will remain as if the employee performed all work at the employee's established central workplace.
- b. If Employee is a non-exempt staff member who telecommutes and has approved overtime at the direction of a supervisor, Employee will be compensated in accordance with applicable law and state policy.
- c. Employee understands that his/her supervisor will not accept unapproved overtime work from non-exempt employees. By signing this form, Employee agrees that failing to obtain proper approval for overtime work may result in termination of the Telecommuting Agreement and/or appropriate disciplinary action.
- d. Employee must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, Employee agrees to follow established procedures for requesting and obtaining approval of leave.

#### **5. Equipment and Expenses**

- a. If Employee borrows Department equipment, Employee agrees to protect such equipment in accordance with Department guidelines. State-owned equipment will be serviced and maintained by the Department.
- b. If Employee provides their own equipment, employee is responsible for servicing and maintaining it.
- c. Neither the Department nor the State will be liable for damages to Employee's personal or real property during the performance of assigned work or while using State equipment in the Employee's alternate work location.
- d. Neither the Department nor the State will be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of Employee's residence.

#### **6. Initiation and Termination of Agreement**

- a. The Department and Employee understand that telecommuting shall be governed by the same State personnel policies as those applicable to employees at the Department's central workplace except as modified by this Agreement.
- b. IDOC concurs with Employee's participation and agrees to adhere to applicable policies and procedures.
- c. Employee may terminate this Telecommuting Agreement at any time unless telecommuting work is a condition of employment.
- d. IDOC may terminate this Telecommuting Agreement at any time for any reason. The Agreement may be terminated or modified for reasons to include, but not limited to, declining performance and organizational benefit.

**7. Agreement Specific Terms and Conditions**

a. Address for Alternate Work Location:

b. Telephone Number for Alternate Work Location:

c. Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

\*Agreement to be reviewed and renewed each year during Employee’s annual performance evaluation.

d. Employee acknowledges and agrees that dependent care will not be provided during designated work hours:

YES NO

e. Telecommute Day(s):

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

f. Agreed Upon Work Hours:

\*If Employee is non-classified, agreed upon work hours must include a lunch hour and breaks as required by the *Fair Labor Standards Act (FLSA)*.

g. Other Applicable Terms, Conditions, or Requirements:

h. Date Employee Completed the Required Telecommuting Training:

i. Date Employee’s Supervisor Completed the Required Telecommuting Training:

**8. Employee Self-Reporting Safety Checklist (To Be Filled Out By Employee)**

a. Temperature, ventilation, lighting, and noise levels are adequate for maintaining a work location.

YES NO

b. Electrical equipment is free of recognized hazards that would cause physical harm (frayed, exposed, or loose wires; loose fixtures; bare conductors; etc.)

YES NO

c. Computer equipment is connected to a surge protector.

YES NO

d. Alternate work location is free of any obstructions that could restrict visibility and movement (including doorways).

YES NO

e. File cabinets and storage closets are arranged so drawers and doors do not enter walkways.

YES NO

f. Phone lines, electrical cords, and surge protectors are secured under a desk or alongside a baseboard.

YES NO

g. Work location is free of excessive amounts of combustibles, floors are in good repair, and carpets are well maintained.

YES NO

h. Internet access is available and provided by Employee.

YES NO

i. Employee has a clear understanding of State and IDOC computer security requirements

YES NO

**9. By signing this Agreement, Employee confirms that:**

a. Employee has read, understands, and agrees to abide by all the terms and conditions contained in the Agreement.

b. Employee has read, understands, and agrees to abide by the IDOC Telecommuting SOP.

- c. Employee understands that any modification to this Telecommuting Agreement requires approval and a new Agreement to be signed and submitted to Human Resources prior to implementing new terms.
- d. Employee has filled out and verified that the Self-Reporting Safety Checklist is accurate.
- e. Employee's alternate work location is a safe and secure place to work.
- f. Employee's alternate work location is within the State of Idaho.
- g. If Employee's alternate work location is out of state, Employee confirms that prior approval for out of state telecommuting has been granted by IDOC, the Department of Human Resources, and the Department of Financial Management, and that Employee will be responsible for ensuring that Employee's taxing state is updated appropriately with the State Controller's Office.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date