

## Telework Agreement

This document is intended to ensure that both the supervisor and the employee have a clear, shared understanding of the employee's telework agreement. Each telework agreement is unique depending on the needs of the position, supervisor, and employee. This agreement is not a contract of employment and does not provide any contractual rights to continued employment. It does not alter or supersede the terms of the existing employment relationship.

This telework agreement is effective for the duration of the dates noted below, and is entered into between the Oklahoma Department of Corrections (ODOC) and the employee identified below. This agreement may be discontinued at any time by the employee, the supervisor, or the agency.

### EMPLOYEE INFORMATION

Employee Name:		
Employee ID Number:		
Job Title:		
Division/Unit:		
Supervisor:		
Division/Unit Head:		
Primary work location:		
Telework location:		
Telework Agreement Dates:	Beginning date:	Ending date:

### EQUIPMENT CHECKLIST

The employee and employer agree to ensure that the telework location is safe and ergonomically suitable. Specify any equipment or technology access the employee will need to telework and whether it will be employee or agency-provided. In equipment failure or service interruption, the employee must notify the supervisor immediately to discuss alternate assignments or other options.

EQUIPMENT CHECKLIST		
ITEM	PROVIDED BY	NOTES/DESCRIPTION/IDENTIFICATION NUMBERS
Desktop/Tower	<input type="checkbox"/> ODOC <input type="checkbox"/> Employee <input type="checkbox"/> N/A	
Laptop	<input type="checkbox"/> ODOC <input type="checkbox"/> Employee <input type="checkbox"/> N/A	
Tablet	<input type="checkbox"/> ODOC <input type="checkbox"/> Employee <input type="checkbox"/> N/A	
Monitor	<input type="checkbox"/> ODOC <input type="checkbox"/> Employee <input type="checkbox"/> N/A	
Keyboard	<input type="checkbox"/> ODOC <input type="checkbox"/> Employee <input type="checkbox"/> N/A	

Mouse	<input type="checkbox"/> ODOC <input type="checkbox"/> Employee <input type="checkbox"/> N/A	
Printer	<input type="checkbox"/> ODOC <input type="checkbox"/> Employee <input type="checkbox"/> N/A	
Home phone	<input type="checkbox"/> ODOC <input type="checkbox"/> Employee <input type="checkbox"/> N/A	#
Cell phone	<input type="checkbox"/> ODOC <input type="checkbox"/> Employee <input type="checkbox"/> N/A	#
Office chair	<input type="checkbox"/> ODOC <input type="checkbox"/> Employee <input type="checkbox"/> N/A	
Other:	<input type="checkbox"/> ODOC <input type="checkbox"/> Employee	

**WORK SCHEDULE**

The employee will effectively accomplish their regular job duties, regardless of work location. All telework participants will be ineligible for weather and safety leave when a closure is announced at the primary work location unless the agency director grants an exception. The employee will work the following days and hours, at the work location as noted below:

Day of Week	Work Hours	Lunch Hour	Work Location
Sunday			<input type="checkbox"/> Primary <input type="checkbox"/> Telework
Monday			<input type="checkbox"/> Primary <input type="checkbox"/> Telework
Tuesday			<input type="checkbox"/> Primary <input type="checkbox"/> Telework
Wednesday			<input type="checkbox"/> Primary <input type="checkbox"/> Telework
Thursday			<input type="checkbox"/> Primary <input type="checkbox"/> Telework
Friday			<input type="checkbox"/> Primary <input type="checkbox"/> Telework
Saturday			<input type="checkbox"/> Primary <input type="checkbox"/> Telework

**DUTIES/WORK ASSIGNMENTS**

Duties to be performed at the telework location should be indicated on the employee's Performance Management Process (PMP) form. List duties, if any, not able to be performed at the indicated telework location.

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 those that apply to agency or division employees by being physically located at a state government building.
2. **Pay, Attendance and Leave.** An employee's compensation and benefits do not change due to telework. An employee on a telework agreement continues to accrue annual leave, sick leave, and all other leave benefits at the same rate as before the telework agreement. The number of hours an employee is expected to work does not change, regardless of location. Flexible work schedules may be allowed with supervisory approval. During the established work schedule, the employee shall remain readily accessible by phone and computer. 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 ODOC policies and procedures for requesting and obtaining approval for leave. Telework employees should ensure their safety at all times. Telework employees will not be granted administrative leave during inclement weather unless otherwise approved by the telework employee's supervisor, approved on a case-by-case basis.
3. **Overtime.** The employee agrees not to work overtime unless such overtime is ordered or approved in advance by the supervisor. Unapproved overtime is unacceptable and could be cause for discipline.
4. **Equipment.** The work-related equipment to be provided by ODOC and the employee is identified in the Equipment Checklist above. 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 their supervisor or other appropriate manager and the ODOC 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 for servicing and maintaining 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 the employee has a VPN account, they must equip their personal equipment with Virus detection and spyware detection software. According to the Open Records Act, any work-related information stored on employee-owned equipment shall be subject to disclosure, and the employee agrees to cooperate with any open records request of such information fully.

The employee shall return all state-owned property to the agency within three (3) business days of terminating the telework agreement. The employee shall be liable for the replacement or

repair cost, as applicable, of state-owned equipment that is lost, damaged, or unreturned after termination of the telework agreement.

5. **Internet Bandwidth Requirement.** The telework location shall have an internet download speed of at least 10 Mbps. To check this, telework employees can use the broadband speed test site at [www.speedtest.net](http://www.speedtest.net).
6. **Costs.** ODOC will not be responsible for operating costs, home maintenance, or 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 authorized specifically in writing by ODOC.
7. **Liability.** ODOC shall not be liable for damages to the telework location or other property at the telework location that is not state-owned equipment. ODOC shall not be responsible for personal injury damages, whether to the employee or any other person, except to the extent ODOC is found liable for a workers' compensation claim of the employee under applicable law.
8. **Travel.** The employee shall not be entitled to reimbursement 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 per the State Travel Reimbursement Act.
9. **Verification of Telework Location Safety.** The employee shall inspect the telework location and assess the physical safety utilizing the Telework Location Safety Checklist (Attachment A). The employee acknowledges and agrees the telework location meets general physical safety requirements. The employee has had an opportunity to express any issues or concerns related to such a telework location. The employee agrees to maintain the utilized workspace at the telework location free of safety and fire hazards.
10. **Data Security.** The employee agrees to safeguard all state data appropriately and 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 cooperate with any telework location security audit fully. 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 printed information per applicable state policies and procedures.

**[Signature page follows]**

## Signature Page to Telework Agreement

This signed form and the completed agreement shall be sent to the Human Resources unit for placement in the employee's personnel file. The supervisor and employee should each maintain a copy.

The undersigned employee has read, understands, and has had an opportunity to obtain clarification of the terms of this Telework Agreement.

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Employee Signature and ID Number

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Date

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Supervisor Signature

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Date

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Division Administrator/Unit Head

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Date

cc: Employee  
Supervisor  
Human Resources

(R 06/22)