



TEMPORARY TELEWORK AGREEMENT

This Agreement is effective between _____ (hereinafter "the employee") and _____
Department/Office (hereinafter "the department"). The parties agree as follows:

Scope and Duration of Agreement

1. This Agreement shall become effective as of _____ and shall remain in full force and effect until _____, unless modified or rescinded by the department.
2. The term "office workplace" is the official work site of the department, which is the usual and customary location of the department's offices or an alternate location as set forth in the terms and conditions of this agreement.
3. The employee agrees to perform his/her assigned duties for the department as a "teleworker." The employee agrees that teleworking is for a temporary period and may be terminated at any time at the discretion of the department.
4. Other than those duties and obligations expressly imposed on the employee under this Agreement, the duties, obligations, responsibilities and conditions of the employee's employment with the department remain unchanged as a result of entering into this Agreement. The employee's salary and participation in employee pension, benefits, and County-sponsored insurance plans shall remain unchanged so long as the hours worked remain unchanged.

Termination of Agreement

5. The employee's participation as a teleworker is available only to employees deemed eligible at the department's discretion and approved and/or provided resources through the Information Technology Department. There exists no right to telework. The department may terminate the employee's participation as a teleworker, upon written notice of five (5) working days, unless the department director states in writing that conditions exist requiring less than five (5) days. The department will not be held responsible for costs, damages or losses resulting from terminating this Agreement. This Agreement is not a contract of employment and will not be construed as such.

Compensation

6. The employee agrees that work hours, overtime compensation, and vacation schedules will conform to existing policies and procedures during the term of this Agreement. The employee will be paid in accordance with state law, Scott County policies/rules and applicable collective bargaining agreements. Unless expressly provided for in this Agreement, the employee will not be entitled to any compensation for the use of the employee's home as an office, employee's furniture, equipment or supplies used in the employee's home, transportation for commuting to and from the official work site, picking up or delivering work-related materials, or for any other employment-related activity or duty, or any home costs for utilities incurred in the performance of the employee's work-related duties.
7. The employee shall not work overtime for which additional compensation might be due without supervisory approval in advance. If the employee works overtime that has been approved in advance, the employee will be compensated in accordance with applicable laws, rules or collective bargaining agreements. By signing this Agreement, the employee agrees that failing to obtain proper approval for overtime work may result in removal from telework or appropriate disciplinary action. The employee must obtain supervisory approval before taking leave, in accordance with established procedures. By signing this Agreement, the employee agrees to follow established procedures for requesting and obtaining approval of leave.
8. Teleworkers must report to their official work site on scheduled telework days if requested by the supervisor or department head/elected office holder. A request by the supervisor or department head/elected office holder or the employee to report to the official work site shall not be construed as a termination of the telework arrangement. The employee's travel to the official work site is considered commute time, not hours of work, unless the employee is called into the official work site unexpectedly during the scheduled hours of a telework day.

Leave

9. Regulations regarding leave remain unchanged under the Telework Program. Leave must be requested and approved in accordance with existing practices, laws, regulations and county and departmental policy.
10. Supervisor or department head/elected office holder must clearly articulate the rules for use of leave and the leave approval process. Telework employees are expected to adhere to the same policies and procedures as non-telework employees.
11. Employees at a telework site who experience an emergency (e.g., power outage) must contact their manager. Employees may be directed to report to the official work site or another approved telework site to complete their workday.

Equipment and Supplies

12. The employee is responsible for the safekeeping of all department equipment and supplies located in the off-site work location.
13. The employee agrees that all equipment, software and supplies provided by the department for use at the telework site are to be used only for department business and may be used only by the employee or other persons authorized by proper management authority.
14. The department, at its sole discretion, may choose to purchase related office supplies for use by the employee while teleworking. This decision shall rest entirely with the department. The decision to discontinue use of such equipment shall rest entirely with the department.
15. In the event of equipment failure or malfunction, the employee agrees to immediately notify the department and cooperate to effect immediate repair or replacement of such equipment. The employee is responsible for returning inoperable equipment to the department for repair. In the event of delay in repair or replacement, or any other circumstance under which it would be impossible for the employee to telework, the employee understands that the employee may be assigned other work, or this Agreement may be temporarily suspended at the department's discretion.
16. All equipment supplied by the department will be inventoried and accounted for to the department by an inventory list signed by the employee.
17. The employee will not modify or alter any equipment nor relocate it without prior approval by the department. The employee will ensure that all County owned equipment is used only by department-authorized personnel to conduct department work.
18. The employee agrees that all County owned data, software, equipment, and supplies must be properly protected and secured. Department-owned data, software, equipment and supplies must not be copied in violation of law or the department's (or Scott County's) licensing agreements with its vendors. The employee will comply with all applicable policies and instructions regarding conflicts of interest and confidentiality. The employee agrees that, on termination of employment, this agreement or at the direction of the department, the employee will return all property belonging to the department in the employee's possession or control of the department to the office work site.
19. Furniture, lighting, electrical and telephone services and household safety equipment incidental to the use of the County owned equipment, software and supplies shall be appropriate for their intended use and shall be used and maintained in a safe condition, free from defects and hazards.

Workspace and Inspections

20. The employee agrees to designate a workspace within the employee's telework site and maintain this workspace in a safe condition, free from hazards and other dangers to the employee and County equipment. The telework site must be free from distractions and disturbances from children, pets, family members and others during work hours. The telework site is subject to inspection and approval by the department.
21. Unless otherwise agreed, a minimum of twenty-four (24) hours advance notice must be given before management may inspect the employee's telework site to ensure that Information systems and sensitive information protection measures are in place at the telework site. Such inspections shall be conducted during the employee's normal working hours. If the employee refuses a telework site inspection, the manager may immediately terminate the

employee's telework agreement and the employee must surrender all County-owned equipment and supplies and return to the official work site.

22. In the event legal action is necessary to regain possession of department-owned equipment, software, data and/or supplies, the employee agrees to pay all costs of such action, including attorney's fees, should the department prevail.
23. The department shall set forth phone communication needs and expectations with the employee.
24. The employee agrees that the department will not be responsible for moving the employee's personal furniture or household belongings, nor for making any improvements or modifications to the employee's home in order to create the telework site. The department will install, if necessary and agreed to, work-related equipment at the department expense upon the employee's first entry in the Telework Program. If the employee changes from one telework site to another, the cost of terminating service at the former location and establishing service at the new location will be the responsibility of the employee, unless the department determines that it would be in the department's best interest to pay such costs.

Work Performance

25. The employee is responsible for maintaining and communicating availability (presence), appropriate levels of production, and quality of work while teleworking. Inadequate availability, work production and/or work quality may be cause for modification or termination of the employee's participation in teleworking. In such instance, the employee may, without right of appeal, be required to return to work at the official worksite.

Liabilities for Injuries

26. The employee's and the department's liability and respective obligations shall be governed by Iowa law.

Responsibilities of Teleworkers

27. Inform management when unable to perform work due to illness or personal situations for which paid leave is authorized, or in extenuating circumstances, when leave without pay may be appropriate.
28. Accurately report time and attendance. The employees must submit their time and attendance in accordance with existing policy making certain to appropriately code their hours of telework.
29. Contact the official work site to retrieve messages and to request from management approval of a change in telework site.
30. Meet organizational requirements regarding communication and availability (presence).
31. Protect all county equipment by securing unattended laptops or other equipment whether it is in the office, home or while on travel.
32. Protect and store confidential physical and electronic information in a manner to maintain confidentiality and immediately report information system security incidents.
33. Report any work-related accidents.

Amendments

34. This Agreement may be modified, amended or terminated at any time by written notification from the department to the employee, as necessary, to ensure that the operating needs of the department are met.

Disclaimer

35. Nothing contained in this Agreement conveys nor is it intended to convey upon the employee a contract of employment.

Terms and Conditions of Telework Agreement

Name of Employee:

Name of Department:

Statement as to the benefit to the County as a result of the telework arrangement: Employee teleworking arrangement is in accordance with the Novel Coronavirus (COVID-19) Temporary Employment Policy.

Duties to be performed by Employee: Employee's duties shall be consistent with those required at the worksite, with any modification to those duties as separately communicated by management to the employee.

Telework site:

Address

City, State, Zip

Business Phone

Business Fax

Work days and duty hours at the telework site:

Telework conditions specific to this agreement:

Equipment provided to support telework:

I affirm by my signature below that I have read this entire Agreement and that I understand and agree to its entire content. I also affirm that I have been made aware of the following: the responsibilities for documenting time, attendance, approval of leave requests and provisions governing the approval of overtime and compensatory time; performance requirements and measurement; proper use and safeguard of government property; maintenance of records; and standards of conduct.

Employee's Signature

Employee's Printed Name

Date

Supervisor's Signature

Supervisor's Printed Name

Date

Next Higher Authority's Signature

Next Higher Authority's Printed Name

Date