



# DEPARTMENT OF JUVENILE JUSTICE TELEWORK AGREEMENT

FDJJ – 1025 - 2

This agreement is entered into between the Department of Juvenile Justice (hereinafter “Department”), and \_\_\_\_\_ (hereinafter “Employee / Teleworker”) and shall be effective \_\_\_\_\_ and expiring \_\_\_\_\_  
Month Day Year Month Day Year  
\_\_\_\_\_ 20 \_\_\_\_\_ 20  
Month Day Year Month Day Year  
unless terminated by either party prior to the expiration date. This agreement establishes the terms and conditions of teleworking within the Department of Juvenile Justice. The employee volunteers to participate in the Teleworking Program and agrees to adhere to the guidelines and policies as stated in this agreement.

## TERMS AND CONDITIONS:

- 1. Termination of Agreement:** The employee may voluntarily terminate participating in this program at any time. Termination of the agreement must be done in writing. The Department has the right to terminate an employee’s participation at any time, if the employee’s participation in the program is deemed not to be in the best interest of the Department or the employee fails to comply with the provisions of this agreement or the telework policy and procedures. The employee must be given notice of no less than 10 business days that their participation in Telework Program will be terminated. If the termination of participation is related to employee discipline, the 10-business day notice is not required.
- 2. Work Hours and Location:** The employee agrees to perform all work approved by the Department at the employee’s official work location or the telework office site, and not from any other unapproved site or location. Failure to comply with this provision may result in termination of this agreement and/or other appropriate disciplinary action. Location and working hours are agreed upon with the supervisor.

## RESPONSIBILITIES AND OBLIGATIONS:

1. The teleworker is required to comply with all Department of Juvenile Justice policies and guidelines, as well as the policies and procedures of their assigned telework office site, as if they were at the official work site.
2. Work products developed by the teleworker remain the property of the Department/State of Florida and shall not be destroyed or made public.
3. Teleworkers may be required to travel to the office to attend meetings and scheduled training as determined by his or her supervisor/management staff. Advance notice will be given to the employee, whenever possible.
4. The teleworker shall maintain appropriate and necessary communications with his or her supervisor - related to all work products, reports, assignments and/or projects as directed by the supervisor, including progress or difficulty encountered.
5. The teleworker must submit their timesheet (marked as a teleworker) to the immediate supervisor (via the People First System) pursuant to the requirements of the State Payroll Schedule.
6. The teleworker’s overtime must be approved in advance. Overtime may be approved in person, by telephone, through People First, through email or memo.
7. Teleworking shall not be used as a replacement for in-home care. Primary care responsibilities are not allowed during telework hours. Adjustment of telework hours to work outside normal business hours must be approved in advance by the teleworker’s supervisor should such care issues arise. If it is determined a teleworker is taking care of a person while working at home, the teleworker may be removed from the Telework Program.

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8. The immediate supervisor must evaluate the teleworker's performance based on the performance expectations, the work product produced and any direct observation by the supervisor.
9. Attendance at staff meetings will be mandatory. This will ensure face-to-face contact between the teleworker, the immediate supervisor and co-workers.

### **WORK ASSIGNMENTS AND SUPERVISION:**

1. There must be regular contact between the teleworker and the immediate supervisor. Assignments will be completed according to procedures and timeframes set by the immediate supervisor.
2. The teleworker will consult with the immediate supervisor, through mutually agreed upon mode(s) of communication, to receive or review completed assignments.
3. The immediate supervisor must receive the completed Self- Certification for the Telework Office Site form prior to implementation to ensure the designated telework office site is conducive to working and free of hazards to the teleworker and Department equipment.
4. The immediate supervisor will communicate with the employee through mutually agreed upon mode(s) of communication and to review completed assignments.
5. The teleworker agrees to limit their performance to the officially agreed duties while working at the approved telework office site. The teleworker must complete all assigned work according to work procedures and Department regulations, as agreed upon by the immediate supervisor and the teleworker.

### **PERFORMANCE EVALUATION:**

1. The teleworker must meet all goals, timeframes and performance expectations as outlined in the performance standards. Failure to maintain satisfactory performance shall result in termination from the Telework Program.
2. The immediate supervisor and teleworker will document set goals.
3. Performance expectation and performance evaluations for CS, SES and SMS employees shall be completed pursuant to FDJJ – 1002.05 Performance Planning and Evaluation Procedures.
4. OPS employees approved for the Telework Program shall be evaluated at the end of the standard evaluation rating period (on or before June 30 of each year). The performance evaluation shall be completed on the Performance Planning and Evaluation Form (located in the Forms Library).

### **TELEWORK OFFICE SITE:**

1. The teleworker agrees to use a designated workspace that is similar in form and function to the employee's official work site and is conducive to working. The workspace should be free of hazards to the teleworker and Department equipment as documented in the Self Certification Checklist for the Telework Office Site.
2. All work materials shall be stored in a secure location to avoid loss or unauthorized access to confidential information. The movement of files from official work site to telework office site is not encouraged unless it is absolutely necessary. The safety, security and confidentiality of files must be protected at all times.
3. The site must be safe and maintained free of safety and fire hazards.
4. The Department will not reimburse an employee for any telework office site-related expenses such as utilities or Internet connection, even if used solely in the telework office site.

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5. The teleworker agrees to permit work site reviews by the Department provided there is at least a 24-hour notice and that such reviews are conducted within normal working hours.
6. The Department will have immediate access to Department records and materials maintained in the telework office site, regardless if the records are maintained in paper or digital format.
7. The teleworker is prohibited from conducting face-to-face state business at his or her residence.
8. The teleworker may be assigned shared office space for official work site location.
9. Costs to ensure the telework office site is in compliance with the above standards are the sole responsibility of the employee and may not be charged to nor reimbursed by the Department.

### **EQUIPMENT:**

1. All equipment loaned to the teleworker by Department, for the purpose of performing job duties, is to be maintained in good working condition and shall be used only for performance of job responsibilities. The Department will cover the costs for maintenance of DJJ equipment when equipment is returned to an office of the DJJ Management Information Systems (MIS) supporting the teleworker's Circuit.
2. The Department will determine and provide equipment as necessary to the employees approved for the Telework Program. The teleworker will be required to sign a DJJ Form 26 (Equipment Issue/Receipt Record for all loaned equipment). Copies of the signed forms will become part of the supervisor's record of inventory that will be kept on all loaned DJJ equipment.
3. The supervisor or equipment custodian shall conduct an annual visual inventory verification of Department-owned equipment or designate the teleworker to conduct an inventory and certify its completion. The teleworker may be required to bring Department owned equipment to their supervisor for inventory verification.
4. The teleworker is responsible for maintenance of all personal equipment used in teleworking, including any liability for personal equipment and cost for personal expenses associated with the Telework Program.
5. The costs for office furniture will be the responsibility of the employee.
6. The teleworker is required to bring the issued DJJ owned laptop computer to the office or DJJ facility on a monthly basis so that it can be connected to the network to receive software programs and virus protection updates. (Note that depending on update file size and network loading, this process can take several hours to complete.) Compliance with the DJJ Mobile Devices Policy – FDJJ-1230, is mandatory.
7. The teleworker is responsible for the safety and security of Department records, equipment, software, data, supplies and furniture at the telework office site. This includes maintaining data security and confidentiality to the same degrees afforded data at Departmental offices. The teleworker may not copy or duplicate Department owned software.
8. Access to the Internet on Department-owned equipment will be kept to business related sites and web pages.
9. Teleworkers shall make Department equipment available for review when given 24 hours prior notice.

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### **PURCHASING CARD:**

1. The teleworker is responsible for scanning, faxing or delivering all purchasing card receipts to their supervisor's office within 24 hours of incurring a charge.
2. Follow up communication shall be made to ensure that faxed documents are received.

### **TRAVEL:**

1. Travel will be reimbursed pursuant to FDJJ 1407.01 (Reimbursement for Travel Expenses Policy).
2. Mileage will begin from the telework office site or official work site; whichever is the shorter distance.

### **CONDITIONS OF EMPLOYMENT:**

1. All employment responsibilities and conditions (i.e. compensation, benefits, vacation time, Standards of Conduct, disciplinary procedures, performance evaluations and separation actions) apply at the telework office site as if the teleworker were at their official work site.
2. The teleworker will only be reimbursed for authorized or pre-approved expenses incurred while working for the Department, as stated in Department regulations.
3. Requests for vacation, sick leave and change of work schedule are to be approved in writing by the supervisor in advance.
4. Participation in the Telework Program will not adversely affect eligibility for advancement or any other employment rights or benefits.

### **ACCIDENTS AND INJURIES:**

1. The teleworker at the telework office site shall maintain a designated workspace. The employee is responsible for immediately informing their supervisor if an injury occurs as covered under Workers' Compensation under Chapter 440, Florida Statutes.
2. A First Notice of Injury or Illness report must be completed in accordance with FDJJ 1004.04 (Work-Related Injuries/Workers' Compensation/Alternate Duty Policy).

### **LIABILITY:**

1. The Department of Juvenile Justice will not be liable for damages to the employee's property resulting from participation in the telework program. In signing the Telework Agreement, the employee agrees to hold the State harmless against any and all claims, excluding Workers' Compensation claims.

### **APPEALS:**

1. Employees who feel their denial for the Telework Program is not fair may request a meeting with their immediate supervisor. Prior to the meeting, employees should state their objection in writing.
2. The Superintendent, Chief Probation Officer, Department Chief or comparable SES Manager shall make the final decision.

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**TERMINATION OF TELEWORK AGREEMENT:**

1. The Department has the right to terminate an employee’s participation at any time, if the employee’s participation in the Telework Program is deemed not to be in the best interest of the Department or the employee fails to comply with the provisions of the Telework Agreement or the Telework policy and procedures.
2. Employees assigned to positions designated as full-time Telework positions cannot terminate their participation in the Telework Program.
3. The employee shall be given notice of not less than 10 business days that their participation in the Telework Program will be terminated. If the termination of participation is related to employee misconduct or based on reasonable belief that potential harm will result to the State and/or state property, the 10-business day notice is not required.
4. The employee may voluntarily terminate their participation in the Telework Program. Termination of the Telework Agreement must be done in writing. The supervisor shall determine the appropriate effective date but not to exceed 30 days from employee’s notice of voluntary termination.
5. Upon termination of the Telework Agreement or termination of employment, the employee will return all DJJ owned equipment and all Department records to their supervisor in accordance with FDJJ – 1312 (Property Management and Control Policy) and for employees terminating employment in accordance with the FDJJ – 1003.11 (Employee Separation Policy).
6. The teleworker will be held responsible for any equipment or Department records that are not returned or are damaged due to the teleworker’s fault or negligence. Teleworkers shall submit a work order via the DJJ MIS Work Order System for any Department computer equipment assigned to them that is malfunctioning, damaged or broken. Malfunctioning damaged or broken telecommunications equipment such as cell phones or beepers shall be reported to the appropriate Telecommunications Liaison.
7. The supervisor shall complete a Termination of Telework Agreement (Attachment 6) to the Bureau of Human Resources within two (2) business days, advising them of the termination of the Telework Agreement for an employee.

I have read the above conditions regarding Telework Program and agree to abide by all conditions. I understand that failure to comply with the above conditions may result in my termination from the Telework Program.

Signature of Employee	Print Employee’s Name	Date
Employee’s Class Title	/	
Approved by Immediate Supervisor	Print Supervisor’s Name	Date
Approved by Superintendent/Chief Probation Officer or comparable SES Manager	Print Superintendent/Chief Probation Officer or comparable SES Manager Name	Date
Approved by Regional Director or comparable	Print Regional Director or comparable SMS	Date

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SMS Manager

Manager Name