

## **COVID-19 TEMPORARY TELECOMMUTING AGREEMENT**

Updated: September 25, 2020

### **1. Telecommuting**

1. Telecommuting is only to be used when the normal worksite is not available or accessible during emergencies, or to achieve a social-distancing management methodology.
2. An employee must obtain written pre-approval from their supervisor prior to working from home.
3. When working from home:
  - It is the responsibility of the employee to ensure that all the requirements to perform official work are met in an environment that allows the tasks to be performed safely.
  - It is the employee's responsibility to designate one area in the home that is suitable for the performance of official State of Idaho business, and the State's potential exposure to liability is restricted to this official work area.
  - The State is not responsible for any operating costs that are associated with the employee's home as a worksite. This includes maintenance, insurance, and utilities.

### **2. Time and Attendance, Work Performance and Overtime**

1. The employee must satisfactorily complete all assigned work according to established standards, guidelines, and assignments.
2. The employee is required to follow normal agency procedures regarding the requesting and approval of overtime, compensatory time and accrued leave.

### **3. Security and Equipment**

1. The employee is required to abide by the same information security policies and procedures regardless of where they are conducting State business.
2. Data accessed using privately owned equipment may only be stored on State furnished equipment.
3. The employee is responsible for the security of all official data in accordance with established guidelines.
4. State-furnished equipment must only be used for official duties and may not be used by non-State employees.
5. The agency shall be responsible for obtaining software licenses that are used on privately owned equipment for official business. When privately owned equipment is no longer used it is the responsibility of the teleworker to remove and return all state-owned software to the agency ITS liaison. State-furnished software is subject to copyright laws and shall not be copied onto other systems that are not authorized.
6. The agency is responsible for the maintenance of all State-furnished equipment. The employee may be required to bring such equipment into the office for periodic maintenance. The employee must return all State-furnished equipment and material to the agency when employment terminates, at the agency's request, or when the temporary telecommuting agreement ends.

### **4. Workers' Compensation and Other Liabilities**

1. An employee who is directly engaged in performing their official duties is covered by all applicable state employee compensation acts while working at home.

2. The employee is required to follow procedures regarding reporting of any accident or injury at the home worksite. The State's potential exposure to liability is restricted to the official workstation for the purposes of telecommuting.

### **5. Out of State Telecommuting**

1. Out of state telecommuting must be pre-approved by the Division of Human Resources and Division of Financial Management. Out of country requests will not be approved.
2. If approved, the agency is required to coordinate directly with the State Controller's Office, Division of Statewide Payroll (DSP), to ensure taxable wages are reported correctly. The employee is responsible for ensuring their taxing state is updated appropriately with their agency.

### **6. Standards of Conduct**

1. The employee continues to be bound by all applicable State statutes, policies, and rules while working at the home worksite.

### **7. Cybersecurity Training**

1. The employee is required to complete mandatory Cybersecurity training prior to telecommuting.

### **8. Temporary Agreement**

1. Telecommuting is temporary in nature and can be terminated by the Agency at anytime with or without notice.

I have reviewed and understand the terms and conditions of this Temporary Telecommuting Agreement.

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

I have reviewed and discussed the terms and conditions of this Temporary Telecommuting Agreement with the employee.

Supervisor Name: \_\_\_\_\_ Date: \_\_\_\_\_

CC: Personnel File