

## Telecommuting Agreement

### Employee Information

Name: \_\_\_\_\_ Hire date: \_\_\_\_\_

Job title: \_\_\_\_\_

Division: \_\_\_\_\_

FLSA status:     Exempt (Salaried)         Non-exempt (Hourly)

This temporary telecommuting agreement will begin and end on the following dates:

Start date: \_\_\_\_\_                      End date: \_\_\_\_\_

Temporary (alternate) work location:

\_\_\_\_\_

Employee schedule: \_\_\_\_\_

### The employee agrees to the following conditions:

- The employee will maintain satisfactory performance standards.
- The employee is responsible for any tax or legal implications under IRS, state, and local government laws, and/or restrictions of working out of a home-based office.
- The employee will comply with all Mohave County Superior Court rules, policies, practices and instructions that would apply if the employee were working at the employer's work location.
- The employee will remain accessible and productive during scheduled work hours promptly responding to emails or telephone calls.
- Nonexempt (hourly) employees will record all hours worked and meal periods will be taken in accordance with regular timekeeping practices.
- Nonexempt (hourly) employees will obtain Division Head approval prior to working unscheduled overtime hours.
- The employee will report to the employer's work location as necessary upon directive from their Division Head.
- The employee will communicate regularly with their Division Head and co-workers, which includes a weekly written report of activities.
- The employee will make arrangements for regular dependent care and understands that telecommuting is not a substitute for dependent care. In pandemic circumstances, exceptions may be made for employees with caregiving responsibilities.
- The employee will report work-related injuries to his or her manager as soon as practicable.
- The employee agrees to practice the same safety habits they would use in the Superior Court and to maintain safe conditions at their alternate work locations.

- The employee must receive prior approval from their Division Head before changing the alternate work location.
- The employee will allow the Superior Court to have access to the alternate work location for purposes of assessing safety and security without notice and without the consent of the employee during the employee's scheduled working hours.
- Mohave County Superior Court will provide the following equipment:  
\_\_\_\_\_
- The employee will provide the following equipment: \_\_\_\_\_
- The employee agrees that Mohave County Superior Court equipment will not be used by anyone other than the employee and only for business-related work. The employee will not make any changes to security or administrative settings on Mohave County Superior Court's equipment. The employee understands that all tools and resources provided by the Mohave County Superior Court shall remain the property of the Mohave County Superior Court at all times.
- The employee agrees that any employee-owned computer used for telecommuting purposes must be used solely by the court employee and must contain current anti-virus software.
- The employee agrees to protect Mohave County Superior Court tools and resources from theft or damage and to report theft or damage to their Division Head immediately.
- The Superior Court is not responsible for operating costs, home maintenance, or other costs incurred by employees in the use of their homes as an alternate work location. The employee is solely responsible for the costs of any internet, phone expenses, or any other utilities.
- The employee agrees to comply with Mohave County Superior Court's policies and expectations regarding confidential information, computer security and data protection. The employee will be expected to ensure the protection of confidential and sensitive information accessible from their home offices. The employee agrees to immediately report any breach of confidential information to their Division Head.
- The employee understands that all terms and conditions of employment with the Mohave County Superior Court remain unchanged, except those specifically addressed in this agreement.
- The employee agrees that all telecommuting arrangements are temporary and the Division Head may modify or terminate the telecommuting agreement at any time for any non-discriminatory reason.
- The employee agrees to return Mohave County Superior Court equipment and documents on or before termination of employment.
- The employee has read Superior Court Policy and Procedure 4.05, Telecommuting Policy and Procedure and agrees to its terms and conditions and understands that violations of the Code of Conduct for Judicial Employees, court policies, and Judicial Merit System Rules as may be applicable, may result in disciplinary action, up to and including dismissal.

Employee signature: \_\_\_\_\_ Date: \_\_\_\_\_

Division Head signature: \_\_\_\_\_ Date: \_\_\_\_\_

xc: Superior Court Human Resources