

**Texas Department of Criminal Justice
Telework Agreement**

Employee Name: _____ Division: _____

Payee ID: _____ Unit/PDC: _____

Frequency: _____

The immediate supervisor and employee must review and discuss the Telework Expectations and accept the Telework Agreement. The Telework Request must be approved prior to signing the Telework Agreement.

This Telework Agreement is effective ____ through ____, or until the 12-month period has expired, and is being requested due to (check one): ____ In-Office Model Accommodations; or ____ Enhance Agency's Mission.

Telework Authorization Criteria:

The Agency and employee understand and agree that the Telework Authorization is requested to address a lack of available office space for the agency; or teleworking will provide reasonable flexibility that expects to enhance the agency's ability to achieve its mission.

Telework Expectations:

This list provides general guidance to supervisors and employees regarding the TDCJ's telework expectations.

1. Employee meets the Agency's eligibility requirements for teleworking.
2. Employee and immediate supervisor have agreed on a schedule of assigned telework days and hours.
3. Performance expectations have been discussed and are understood. This includes following PD-28, "Dress and Grooming Standards" when participating in any video conferencing platforms.
4. Employee and immediate supervisor have discussed communication expectations and the communication procedures to be used when an employee is teleworking.
5. Employee's plan to provide an adequate and safe office space at the alternate work location has been discussed with the immediate supervisor.
6. Requirements for the care of TDCJ equipment and supplies assigned to the employee have been discussed and are understood.
7. Requirements for establishing, modifying, suspending, and discontinuing telework and requesting approval of an alternate work location have been discussed and are understood.

Teleworker Responsibilities:

The employee and immediate supervisor shall discuss each item and acknowledge their mutual understanding of the Telework Agreement before agreeing to the statements at the end of this page. The employee agrees:

1. To abide by TDCJ and division policies and all TDCJ Information Security policies;
2. That my TDCJ employment benefits and rights will not be affected;
3. To provide a telework environment conducive to the successful completion of assigned job tasks;
4. To abide by my assigned work schedule;
5. To request and receive prior written approval from my immediate supervisor to deviate from my assigned work schedule;

6. To complete and submit a work timesheet and other required forms, including a PERS 534 if necessary, to my immediate supervisor in accordance with the agency's established procedures;
7. To maintain and protect the confidentiality of work-related information in my possession or under my control, regardless of how that information is stored or displayed;
8. In the event that any TDCJ data is lost, stolen, or inadvertently disclosed to any unauthorized individual, to immediately notify my supervisor;
9. To store and secure printed documents or data in a controlled location and follow my supervisor's instruction regarding the disposal of any printed information when documents are no longer needed;
10. To abide by the requirements established in the Telework Expectations and any additional telework requirements established by the TDCJ or my division;
11. If employee is FLSA non-exempt, to not work more than my scheduled hours each day unless approved in advance by my immediate supervisor;
12. To not be reimbursed for travel to or from the office;
13. If the Telework Agreement is terminated, that I may be required to work in a shared space;
14. The TDCJ may terminate the Telework Agreement at any time, and provide a 30 days written notice, unless otherwise warranted, or as a result of a disciplinary action or termination for cause; and
15. Upon receipt of TDCJ equipment and supplies, if any, to be responsible for maintaining, protecting, and, upon request of my immediate supervisor, returning such items. I may be required to reimburse the TDCJ should any TDCJ property in my possession be stolen, lost, or damaged. I understand that in accordance with state law, such items may only be used for state business.

Termination of Telework Agreement:

This Telework Agreement shall remain in effect for the timeframe set forth in the agreement, or until further notice, unless terminated by either party under the following terms: The TDCJ reserves the right to terminate the Telework Agreement at any time for any employee, or as a program for any reason. The employee may terminate this Telework Agreement at any time and return to their assigned work schedule at the employee's designated state office.

If an employee receives a disciplinary action or is terminated for cause, this Telework Agreement may be terminated without prior notice.

The TDCJ will not be held responsible for costs, damages, or losses associated with the termination of this Telework Agreement.

Upon termination of this Telework Agreement by either party, the employee shall immediately return to the TDCJ all notes, data, reference materials, memoranda, reports, records, equipment, supplies, and all other TDCJ documents in the employee's possession or control.

By signing below, the employee and immediate supervisor affirm that they have read the Telework Agreement and agree to abide by the provisions contained herein.

Employee Signature

Date

Immediate Supervisor Signature

Date

Distribution:
Division Director
Employee
Supervisory File for Employee