



## The Law Offices of the Public Defender Telework Agreement

### Telework Agreement Form

The purpose of this document is to provide the supervisor and the employee a clear shared understanding of the employee's telework arrangement pursuant to the LOPD [Coronavirus Response Plan 2.1](#) and LOPD Restoring Services to Clients and Reopening Plan 2.1 –Ongoing Coronavirus Response. Each telework arrangement is unique depending on the needs of the department, critical functions, supervisor, and employee.

This telework agreement is not a contract of employment and does not provide any contractual rights to continued employment. It does not alter or supersede the terms of the existing employment relationship. The employee remains obligated to comply with all LOPD rules, policies, practices, and instructions that would apply if the employee were working at the regular LOPD worksite.

### Employee Telework Information

Employee Name:	
Job Title:	
District/Office/Unit:	
Supervisor Name:	
Address where telework will be performed:	
Proposed telework dates:	

### Job Duties

The expectation for a telework arrangement is that employees will effectively accomplish their regular job duties, regardless of work location. **Supervisor**, please list the telework-specific job duties and/or expectations in the box below. *Proposed list/examples included below.*

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### While teleworking LOPD employees are required to:

1. Report to Supervisor or Manager, via email when they are reporting for work at the beginning of their regular scheduled shift, beginning and return from lunch breaks and end of their regular scheduled shift;
2. Receive approval from Supervisor or Manager prior to returning to any LOPD office;
3. Immediately report any loss in internet connectivity, IT complications, or inability to perform any of their job duties while teleworking;
4. Forward all calls from their office telephone to a telephone that they can be reached at during their regular scheduled hours, or if they have no access to a telephone, update their work voicemail to provide instruction to callers how they can be reached;
5. Abide by all LOPD memos, directives and policies as they relate to telework, and responses to the COVID-19 outbreak;
6. Remain accessible during the telecommute work schedule;

7. Check-in with supervisor to discuss status and open issues;
8. Be available for teleconferences, scheduled on as as-needed basis;
9. Be available to come into the office during business hours if the need arises;
10. Request supervisor approval in advance of working any overtime hours (if employee is non-exempt); and
11. Request supervisor approval to use vacation, sick, or other leave in the same manner as when working at employee’s regular work location.
  
12. Job duties:
  
13. Assignments to be completed:
  
14. Other:

Employee’s duties, obligations, responsibilities, and conditions of employment with LOPD remain unchanged except those obligations and responsibilities specifically addressed in this agreement. Job responsibilities, standards of performance, and performance appraisals remain the same as when working at the normally assigned duty station. The supervisor reserves the right to assign work as necessary at any work site.

The parties acknowledge that this agreement may be evaluated at any time to ensure that employee’s work quality, efficiency, and productivity are not compromised by the telecommuting arrangement described herein and that critical functions are being performed.

**Work Schedule and Location**

<b>Day of Week</b>	<b>Work Hours (Ex: 8 am – 5 pm)</b>	<b>Work Location</b>
Sunday (Requires Pre-approval by Supervisor)		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday (Requires Pre-approval by Supervisor)		

**Telework Arrangement Modification**

Either the employee or LOPD may terminate an employee requested telework arrangement. This form does not apply to telework arrangements made through the disability accommodation process. All employee-proposed changes are subject to LOPD approval.

Ad-hoc modifications to this agreement should be discussed between the employee and supervisor. Long-term or substantive modifications should be documented by revising this agreement.

**Telework Review**

Specify a date to discuss the effectiveness of the telework arrangement.

Telework review date	
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**Equipment and technology access**

LOPD offices will work with the employee to determine appropriate and suitable equipment. In the spaces below, specify any equipment or technology access the employee will need to telework and whether it will be employee or LOPD provided. In the event of equipment failure or service interruption, the employee must notify their supervisor immediately to discuss alternate assignments or other options. Internet access must be via DSL, Cable Modem, or an equivalent bandwidth network, with a secure password protected router.

Employee agrees to protect LOPD-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. The precautions described in this agreement apply regardless of the storage media on which information is maintained, the locations where the information is stored, the systems used to process the information, or the process by which the information is stored.

Employee agrees to report to employee’s supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.

Employee understands that all equipment, records, and materials provided by the LOPD shall remain the property of the LOPD. The employee must exercise care while using and/or moving equipment. Employee must report any damage to LOPD issued equipment to their supervisor/manager and district defender immediately.

<b>Equipment Description</b>	<b>Equipment Used for Telework</b>	<b>Provided By LOPD or Employee</b>
LOPD laptop or desktop, docking station, mouse, keyboard, monitors, etc.		
Internet		
Hotspot or cell phone		
Enter other equipment used for telework (VPN, etc.)		

**Pay, Attendance and Leave**

All pay, leave and travel entitlements will be based on the employee’s telework location and the employee’s time and attendance will be recorded as if performing official duties there. Telework employees will not be granted administrative leave during inclement weather unless otherwise approved by telework employee’s manager, which will be approved on a case-by-case basis. The employee shall not work overtime for which additional compensation might be due without supervisory approval in advance. The employee must obtain supervisory approval before taking leave, in accordance with established procedures. Telework employees are expected to adhere to the same policies and procedures as non-telework employees. By signing this

Agreement, the employee agrees to follow established procedures for requesting and obtaining approval of leave.

**Incident Reports**

The employee shall report any job-related injuries that occur in the course and scope of employment while teleworking at the earliest reasonable opportunity.

Policies and Procedures Acknowledgements	Employee Initial
I have read and understand the LOPD’s Telework Agreement.	
I have read and understand all <a href="#">LOPD’s conduct policies</a> located on the LOPD website, including the policy regarding personal use of <a href="#">state computers and equipment</a> .	

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

Date: \_\_\_\_\_

Direct Supervisor signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved

Denied

If Denied, provide reason(s): \_\_\_\_\_

Deputy Chief/District Defender/Managing Attorney signature:

\_\_\_\_\_ Date: \_\_\_\_\_

Approved

Denied

If Denied, provide reason(s): \_\_\_\_\_

Distribution:

Copies: Personnel File, Employee, Supervisor, District Defender or Deputy Chief