

Alaska Court System

Telework Agreement

New Agreement (1 year max): _____ Renewal Agreement (1 year max): _____

This form is to be completed by the employee's supervisor.

Employee Information

Name: _____	Employee ID: _____
Job Title: _____	Position # (PCN): _____
Department: _____	Location: _____
Main Workplace Address: _____	Telework Address*: _____
_____	_____
Supervisor's Name: _____	Supervisor's Title: _____

**Employees teleworking out of state must contact Human Resources for instructions on potential tax withholdings*

The employee agrees to participate in the teleworking program and to follow the applicable guidelines. The employer agrees to the employee's participation.

This agreement is effective from _____ to _____ (effective date depends on approval of the Area Court Administrator, Clerk of the Appellate Courts, Administrative Director and/or Human Resources; effective date is not to exceed 1 year). If an on-site work option is approved, the employee may request the termination of the telework agreement by giving at least 15 calendar days' notice to the employee's supervisor. The supervisor shall arrange for the employee to return to work at the main workplace within a reasonable time after receipt of the written request. The supervisor may cancel this agreement based on the employee's performance issues or department business needs (for example, when onsite collaborative work is required). If teleworking is out of state, the supervisor shall give at least 15 calendar days' notice when cancelling the agreement.

Work Plan:

Duties to be performed:

Work assignments: The employee will meet with the supervisor to receive assignments and to review completed work at least once a week. The supervisor will notify the employee if the meetings will occur in person, by telephone, or by video conference. The employee will complete all assigned work according to procedures mutually agreed upon with the supervisor.

Evaluation: The evaluation of the employee’s job performance will be based on established standards. Performance must remain satisfactory to remain a teleworker.

Work site: The main workplace and the telework address are designated above. The employee agrees to work at the teleworking work location and not from another unapproved site unless the main workplace is designated at a specific time.

Work hours: Standard work hours and location are specified below; they do not reflect any alterations to the standard work hours made outside of this agreement (example: approved alternate workweek agreement, approved reduced workweek, etc.). All pay and travel entitlements will be based on the employee’s main workplace location.

Note: Based on necessity of business, the supervisor may require the employee to alternate days and/or report to the main workplace on a scheduled telework day.

Work Days	Scheduled Start Time	Scheduled End Time	# of Telework Hours	# of Main Workplace Hours	Total Hours (Telework + Workplace)
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Sunday					

Meal break: A meal break of 30-60 minutes, depending on the schedule, will be allowed approximately midway through a full day.

Leave: Employees must obtain supervisory approval before taking leave in accordance with established court system procedures. The employee agrees to follow established procedures for requesting leave approval.

Dependent care: The employee will continue to make arraignments for dependent care to the same extent as the employee was working at the main workplace, however, having a dependent at home will not necessarily prohibit an employee teleworking. Requests will be reviewed on a case-by-case basis.

Equipment: The court is not required to provide equipment for the telework location, however, with the approval of the supervisor, the teleworker may be provided court-owned equipment necessary to perform work assignments.

Court-owned equipment to be provided:

Equipment	Property Tag Number	Serial Number

Court provided equipment will be used only by the employee to complete court system work. It is not for personal use by the employee or the employee's family members. The court system is not responsible for providing office furniture, the cost of creating a home office, and providing general office supplies.

Maintenance of equipment: Equipment provided by the employer must be protected against damage or unauthorized use. Employer-owned equipment will be serviced and maintained by the employer. Equipment provided by the employee will be at no cost to the employer and will be maintained by the employee. If equipment malfunctions, the employee must notify the supervisor immediately. All repairs to court equipment must be conducted at the central workplace or court-approved facility. The teleworking employee is responsible for returning malfunctioning equipment to the central workplace for repair. If the malfunction precludes the employee from performing work assignments, the employee will be assigned to a different project or required to return to the main workplace.

Personal equipment to be used:

Costs: The employer will not be responsible for operating costs, home maintenance, personal cell/home telephone expenses, internet fees/rates, or any other incidental costs (e.g., utilities), associated with the use of the employee's residence. The employee does not waive entitlement to reimbursement for authorized expenses incurred while conducting official business for the employer. The employee must contact the supervisor or Fiscal Operations for a list of authorized expenses.

Liability: The court is not responsible for loss, damage, repair, replacement, or wear of personal property or equipment. The employee will be liable for any loss or damage to court property. The court retains the right to inspect the worksite. Generally, no additional equipment will be provided to employees to work at alternative work sites. Any exceptions must be approved by the employee's supervisor, in consultation with the Information Services Support department, when appropriate.

The employee shall return all court equipment in good working condition, normal wear and tear excluded. The employee is responsible for notifying the supervisor within 24 hours of any damage, theft, or loss of any issued court property and will be liable for that loss. In the event of theft of the equipment, the employee shall be responsible for reporting the theft to local law enforcement and to the supervisor, and for providing a copy of the police report to the supervisor.

Verification of home safety: In signing this agreement, the employee verifies that the telework work location provides work space that is free from safety and fire hazards.

Employee Certification

I agree to abide by this Telework Agreement. I understand that teleworking is voluntary and I may stop teleworking at any time with 15 calendar days' written notice (unless telework was expressly stated as required when I accepted the position). I understand that management has the right to initiate, amend, terminate, or suspend this agreement at any time based on my performance issues or the department business needs. I understand that my supervisor can suspend the agreement if it is being used to enable child/dependent care. I understand that failure to comply with the provisions of this agreement may result in termination of the agreement, and/or other appropriate disciplinary action.

I understand that if teleworking out of state, I am required to submit the appropriate state tax paperwork to Human Resources.

I understand that regardless of my work location, as a public employee, I am bound by the high standards set forth by the Alaska Court System. By signing below, I confirm that I understand the nature of this agreement and all statements listed above. I also understand that this agreement is not finalized until the telework request is approved by my supervisor, Area Court Administrator, Clerk of the Appellate Courts, Administrative Director, and/or Human Resources.

Employee Signature: _____ Date: _____

Supplemental documents are attached: Yes No

Supervisor Certification:

I certify that I reviewed this document with the employee, and the employee has read, understands, and will comply with the provisions of the Telework Agreement.

Supervisor Signature: _____ Date: _____
Printed Name: _____

Area Court Administrator, Clerk of the Appellate Courts, or Administrative Director Approval

Agreement Approved: Yes, forward request to HR
 No, because:

Signature: _____ Date: _____
Printed Name: _____

Human Resources Approval

Agreement Approved: Yes
 No, because:

Signature: _____ Date: _____
Printed Name: _____

Notification:

Employee notified of the decision on _____ (date).
Supervisor notified of the decision on _____ (date).