



CLARK COUNTY EMPLOYEE TELECOMMUTING PROGRAM APPLICATION & AGREEMENT

TERMS AND CONDITIONS FOR PARTICIPATION

As a Clark County employee, I understand that I am required to adhere to the guidelines set forth within this agreement and as set forth in the Employee Telecommuting Program (ETP) Policy attached hereto or as modified from time to time by Clark County. If I fail to meet the identified requirements, my participation in the ETP may be terminated.

I further understand that the following terms and conditions already delineated in the attached ETP policy are summarized and partially included here for the purpose of added emphasis. I agree to abide by the policies and procedures governing the conduct of all Clark County employees as outlined in Administrative Guidelines, Merit Personnel System, and specifically the ETP Policy.

Employee Information	
Applicant Name:	Date:
Division:	Job Title:
Department:	PRNR:
Phone:	Anniversary Date:
Address - Designated Alternate Work Duty Station: (Place of residence as identified in personnel management system)	

1. HOME OFFICE/DESIGNATED ALTERNATE WORK DUTY STATION (AWDS)
 - a) When using a home office as the designated AWDS, I am expected to keep my home office as clear and free from obstructions as required of my official duty station. My home office will provide a safe, ergonomic work environment free of potential health hazards for family members, visitors, and myself. I will ensure that my workstation is secure from theft, damage, and unauthorized access to County information and equipment.
 - b) I am responsible for replicating a fully functional remote working site which at a minimum, must have a method of receiving and responding to communications (phone, messages, e-mail, etc.) from other staff, supervisors, and when applicable, internal and external customers.
 - c) I understand that I am bound by Clark County's Administrative Guidelines, including but not limited to Guideline 17, which outlines appropriate social media interaction as well as prohibited behavior.
 - d) I am prohibited from engaging in unauthorized work while participating in the ETP. This includes unauthorized overtime, volunteering, performing work for another business, and/or conducting personal activities during scheduled telework hours.
 - e) I understand that working at the home office/designated AWDS is not a substitute for dependent care. I am required to arrange my own dependent care service in order to maintain a home office that is suitable for working and performance of my Clark County work functions.
 - f) If I have a work-related accident at home or elsewhere, I am covered under workers' compensation provided the injury arose out of and in the course of my employment as set forth in NRS 616C.150. I am expected to report it as soon as possible to my supervisor, following the procedures outlined in Administrative Guideline 2: Workers' Compensation, Occupational Safety and Health, and Procedures for Reporting Employment Related Injuries. I further understand that workers' compensation does not cover injuries to non-employees, third parties or members of the employee's family on the telework premises and that I am solely responsible for the cost of any such claims.



- g) I agree to report to my official workstation whenever requested at the sole discretion of my supervisor.

2. EQUIPMENT & SOFTWARE

- a) It is my responsibility to ensure that County equipment and software is used for County business only. This includes protecting the equipment and software against abuse or other violation of existing County policies concerning protection of its property.
- b) While operating in a designated AWDS, I am expected to replicate a fully functional work site. In the event I am unable to do so, I am required communicate with my supervisor to determine my obligation to return to my official work duty station.
- c) I agree that I will abide by the terms of the *Remote Access User Agreement* and the *Use of County Software Agreement*. I understand that the County, may, in the exercise of its sole discretion, monitor my remote access to the County's network as well as any and all work performed by me.

3. OFFICE SUPPLIES/EXPENSES

- a) I understand that use of County supplies is limited to authorized persons for purposes relating to County business.
- b) I agree to furnish my own office space, and bear all costs I incur as a result of my use of my home as a designated AWDS, including but not limited to cost related to home maintenance, computer equipment (unless provided by the County), cellphone/telephone costs, office supplies, Internet access fees, and utility bills.

4. COUNTY DATA SECURITY

- a) When working at a designated AWDS, it is my responsibility to protect County assets, information, and information systems in accordance with the appropriate County policies and Department procedures.
- b) I will not access, nor will I knowingly assist others in accessing County network and other information systems by any unauthorized means. This includes but is not limited to leaving a device open and unlocked while connected to the County network, allowing a non-County employee to use a device connected to the County network, or using an unsecured wi-fi network.
- c) I understand that I am prohibited from using shared networks such as public wi-fi and that, at a minimum, my computer connection must be protected by a physical router/firewall-type device.
- d) I agree that if I am using a County device, then I must use DirectAccess - Clark County RemoteAccess as the preferred connection tool to the County network. If I am unable to use DirectAccess, secondary connectivity must be through the County's Virtual Private Network (VPN). I understand I cannot use DirectAccess and the VPN at the same time.
- e) I agree that if I am using a personal device connected to the County network to conduct County business, my computer must be connected to the County's VPN and must not be connected to external networks.



- f) I agree that all County files, programs, connection capabilities, and other County-related features will be isolated from all non-County files, programs, connection capabilities and features so as not to interfere with County activity.
- g) Upon termination of my participation in the ETP, I will return all County-owned resources to my supervisor and remove all information residing locally on personally owned equipment. I understand that the removal of such information is subject to verification by County IT staff for security purposes.

5. PERSONNEL & TRAINING POLICY ADHERENCE

- a) I understand that I remain responsible for completing all required Department-specific and County-wide training as assigned by my supervisor and/or senior management.
- b) I understand that I must continue to abide by Clark County's and my respective Department policies, procedures, guidelines and directives. My authorized schedule (as documented on page 5 of this form), overtime compensation, and attendance and leave accrual usage will conform to all applicable collective bargaining agreements, the Merit Personnel System, Clark County Code, the Fair Labor Standards Act, departmental policy, and all other applicable statutes, regulations, codes, and ordinances.

6. FAILURES/EMERGENCY CLOSINGS

- a) If, while working at my designated AWDS, I experience any equipment and/or software failures or malfunctions (such as an outage impacting power or Internet), I understand I am required to notify my supervisor immediately. I will be required to provide documentation from a service provider verifying the malfunction or outage. I also understand that I may be asked to return to my official work duty station until repairs are completed or substitute equipment has been provided/obtained.
- b) Emergencies that lead to closings and dismissals of employees from their official work duty stations (such as a local power outage) will not impact my responsibilities while working at the designated AWDS. If work can proceed at the designated AWDS, then I understand that I will not be excused from duty because other employees elsewhere have been dismissed or excused. The only exception to this would be if my ability to perform the functions of my position at the designated AWDS is so intimately connected with my official work duty station that it is impossible to continue work. This determination will be made by my supervisor.

7. WORKERS' COMPENSATION AND EXCLUSIONS

- a) Workers' Compensation benefits extend to employees injured while performing official duties. The injury must have arisen out of and in the course of your employment as required by NRS 616C.150.
- b) In addition to the exclusion for non-work-related injuries, e.g. injuries not occurring in the course and scope of employment, as required by NRS 616C.150, Workers' Compensation does not apply to injuries to non-employees, third parties, or members of the employee's family on the telework (designated AWDS) premises. This exclusion extends to periods when the employee is conducting personal business/travel away from the designated AWDS, e.g. transporting children to/from home and school or childcare.



8. CONDITIONS OF EMPLOYMENT

- a) I accept the responsibility for adhering to the terms and conditions set forth herein and in the ETP Policy attached hereto, or as modified from time to time by the County Manager. Failure to adhere to these conditions and/or failure to maintain the required efficient and effective standards as set forth in the County's ETP Policy may result in the termination of my participation in the ETP.
- b) I agree to the following:
 - i) I have been provided with a requirements plan outlining my work duties/ project plans and work schedule, and have been given the opportunity to discuss my work responsibilities with my supervisor. I understand that my work duties are subject to change depending upon operational need.
 - ii) I will be required to review my work schedule and project plans at a minimum of once every three (3) months with my supervisor.
 - iii) I will be required to review my performance and participation in the ETP at a minimum of every three (3) months with my supervisor, and that continued participation in the ETP is not guaranteed.
- c) I understand that if I abuse my telework status by not being present during scheduled work hours, not completing assigned work, not being compliant with the terms of the ETP, or not otherwise using telework privileges appropriately, this agreement will be immediately invalidated, and I may be subject to disciplinary action up to and including termination.
- d) I understand that the ETP is a workplace flexibility option, which may be temporary in duration. It is not a legal right and does not change the terms and conditions of my employment. I agree that Clark County may terminate this Employee Telecommuting Agreement at its discretion and without advance notice.

ACKNOWLEDGEMENT OF RECEIPT AND REVIEW

- a) I acknowledge that on _____ (date), I received and read a copy the Clark County's Employee Telecommuting Program (ETP) Policy, dated _____ and understand that it is my responsibility to be familiar with and abide by its terms. This policy is not promissory and does not set terms or conditions of employment or create an employment contract.
- a) I further understand that Clark County has the maximum discretion permitted by law to interpret, administer, change, modify, or delete this policy at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this policy. Changes may only be made if approved in writing by the County Manager.

Applicant Signature _____

Date _____



ETP APPROVAL & SIGNATURE FORM

Applicant Name: _____ Date: _____

Division: _____ Job Title: _____

Department: _____ PRNR: _____

At the employee's designated alternate work duty station, employee's requested work hours will be from: _____ to _____ on the following days: _____; _____ to _____ on the following days: _____; effective _____.

Employee's time and attendance will be recorded in the following manner when working from the AWDS:
 Teletime Webtime, if available Other: (Approved normal timekeeping procedures for depts not utilizing Kronos)

Applicant is requesting approval of this ETP application.

The employee has attached a completed, signed copy of the *Designated Alternate Work Duty Station Checklist & Agreement* to this application.

Immediate Supervisor

- Recommend approval of application;
- Recommend approval of application with the following modifications noted below (see comments);
- Recommend denial of application for ETP (see comments).

Comments:

Signature _____ Date _____

Division Manager

- Recommend approval of application;
- Recommend approval of application with the following modifications noted below (see comments);
- Recommend denial of application for ETP (see comments).

Comments:

Signature _____ Date _____

Department Head

- Approval of application (renewal required on employee anniversary date);
- Approval of application under short-term telecommuting program, to be ended at discretion of Department Head.
- Approval of application with the following modifications noted below (see comments);
- Denial of application for ETP (see comments).

Comments:

Signature _____ Date _____