



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Agreement for Temporarily Working Remotely

(For use when telework is associated with a health emergency in support of an agency's Continuity of Operations Plan)

This is a temporary work arrangement between the Department of Environmental Protection (hereinafter "DEP/Department") and _____ (hereinafter "Employee") to work remotely and shall be in effect starting _____, and expiring _____, unless terminated by either party prior to the expiration date.

This agreement establishes the terms and conditions of this arrangement and the employee agrees to adhere to the guidelines and policies as outlined in this document.

Duration: This agreement will be valid for the period outlined above or otherwise modified by the Department.

Pay and Attendance: All pay and leave will be based on the employee's established work schedule. The employee's time and attendance will be recorded based on actual hours worked in accordance with the Fair Labor Standards Act.

Overtime: An employee working overtime will be compensated in accordance with applicable law and rules. Overtime must be approved in advance in accordance with agency policy, and although compensated, unauthorized overtime may be subject to disciplinary action.

Leave: Employees must obtain supervisory approval before taking leave in accordance with established Department procedures. The employee agrees to follow established procedures for requesting and obtaining approval of leave.

Equipment: The supervisor and the employee must agree upon the equipment, if applicable, to be used. DEP is not required to provide equipment for the home office; however, with the approval of the supervisor, the employee may be provided State-owned equipment necessary to perform work assignments.

Maintenance of Equipment: Equipment provided by the Department must be protected against damage and unauthorized use. DEP-owned equipment will be serviced and maintained by the Department. Equipment provided by the employee will be at no cost to DEP and will be maintained by the employee.

Costs: DEP will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities, internet, etc.), associated with the use of the employee's residence.

Workers' Compensation: The employee is covered by workers' compensation if injured in the course of performing official duties at the off-site office.

Liability: DEP will not be liable for damages to the employee's property resulting from participation in this temporary arrangement. In signing this document, the employee agrees to hold the State harmless against any and all claims, excluding workers' compensation claims.

Verification of Home Safety: In signing this agreement, the employee verifies that the home office provides workspace that is free of safety and fire hazards. In addition, the employee will not conduct face-to-face business at his or her residence.

Data Security: During this arrangement, the employee will apply safeguards which are approved by the Department to protect records and electronic data from unauthorized disclosure or damage.

Termination of Agreement: It is understood by the employee that this arrangement is temporary and that the Department reserves the right to terminate this agreement at any time.

Work Hours and Location: The employee agrees to perform all work approved by Department at the employee's temporary off-site location and not from any other unapproved site or location. Failure to comply with this provision may result in termination of this agreement and/or other appropriate disciplinary action. Listed below is the location and working hours which are agreed to as a part of the temporary work arrangement.

Off-Site Work Location

General Work Hours:			
DAY	HOURS		LOCATION O = Off-Site Office L = Leave
	From	To	
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

We, the undersigned, agree to abide by the terms and conditions of this agreement.

Employee: _____ Date: _____

Supervisor: _____ Date: _____

Division Director or Designee: _____ Date: _____