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## **REMOTE WORK AGREEMENT**

This Remote Work Agreement ("Agreement") memorializes the voluntary arrangement agreed to by the employee identified below ("Employee") who performs their official duties through a remote work arrangement and Employee's supervisor and, when necessary, the appointing authority in addition to the OJA Personnel Director (collectively, the "Employer"). The Kansas Judicial Branch Remote Work Policy ("Policy") is incorporated by reference into this Agreement. Terms defined in the Policy have the same meaning when used in this Agreement unless otherwise noted.

A remote work arrangement allows employees to work at an alternate workplace on a hybrid or long-term basis. The alternate workplace may be the Employee's home or another approved location for all or part of their workweek. The judicial branch considers a remote work arrangement to be a viable and flexible work option when the appointing authority and supervisor determine that both the Employee and the position are suited to such an arrangement.

A remote work arrangement is not an entitlement; it is not an option available to all judicial branch employees; and it in no way changes the terms and conditions of employment with the judicial branch. The Employee and the Employer may be referred to jointly as the "Parties" and each individually as a "Party."

This Agreement begins on [REDACTED] and continues until [REDACTED] and must be reviewed, at a minimum, during the Employee's annual evaluation process. It may also be reviewed and updated as noted below.

This Agreement shall terminate automatically upon, and contemporaneously with, Employee's separation from employment with the Employer, whether such separation is voluntary or involuntary.

1. Employee's assigned Judicial Branch Workplace:  
\_\_\_\_\_
2. Employee's Alternate Workplace is:  
\_\_\_\_\_
3. The Parties agree that Employee's work schedule at the Alternate Workplace is as follows:  
[REDACTED]  
\_\_\_\_\_  
("Assigned Business Hours")
4. Employee agrees to be available during the Assigned Business Hours for communication through such methods as work email, instant messaging, dedicated phone line, voice mail,

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and agrees to respond to a supervisor or leader within 30 minutes of receiving a message requesting contact. If the Employee fails to respond or be otherwise available on one or more occasions, Employer may take disciplinary action under the Kansas Court Personnel Rules ("KCPR") and/or terminate this Agreement.

Employee-initiated schedule changes must be made with advance approval by the Employee's supervisor. This may include requests to flex work hours within a given work week.

5. The duties, obligations, responsibilities, and conditions of the Employee's employment with their Judicial Branch Workplace remain unchanged. The Employee's salary, retirement, vacation and sick leave benefits, and insurance coverage are not impacted by this agreement.
6. Work hours, overtime compensation, use of sick leave, and approval for use of vacation leave must conform to KCPRs as well as applicable policies and procedures of the judicial branch and the Employee's Judicial Branch Workplace. The Fair Labor Standards Act, 29 U.S.C., 201, et seq., and its implementing regulations apply to employees who telework. For nonexempt employees, the time engaged in commuting to their Judicial Branch Workplace may not be compensable time depending on the specific circumstances in each instance.
7. Employee agrees to establish and maintain a dedicated workspace that is reasonably quiet and clean is safe and secure from hazards and other dangers to the employee and equipment and is adequately lighted and ventilated. Employee agrees to report work-related injuries to the Employer at the earliest opportunity in the manner required by state workers' compensation statutes and regulations, and to hold the judicial branch harmless for injury to others at the Alternate Workplace. The Employee agrees to allow an authorized judicial branch representative, after providing reasonable advance notice, to inspect the Alternate Workplace for the purpose of confirming that it is safe and ergonomically sound.
8. Employee agrees to secure judicial branch or county-owned equipment and materials at the Alternate Workplace. Employee will not use, other than incidental use, such equipment for purposes outside the performance of the Employee's official duties. Employee will not allow others to use judicial branch equipment. All equipment, records, and materials provided by the judicial branch or county shall remain the property of the entity that provided the property. The Employee agrees to allow the judicial branch reasonable access to its equipment and materials.
9. Employee agrees to return equipment, records, and materials within five business days of termination of this Agreement or on or before the final date of employment. The Employee will return all judicial branch equipment to their Judicial Branch Workplace, or as

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otherwise directed, for inspection, repair, replacement, or repossession with two days' advance notice. If potential disciplinary action is being considered for Employee, Employer may take immediate possession of all judicial branch equipment.

10. The Employee is personally responsible for returning all county-owned equipment as the county directs.
11. The judicial branch or county will pay for the following expenses after the Employee's submission of a Travel Expense Claim along with receipt, bill, or other verification of the expense:
  - Charges for business-related telephone calls if the Employee has not been provided a work phone. Employees should use state or county provided communication devices whenever possible. Use of personal cell phone will not be reimbursed.
  - Maintenance and repairs to equipment owned by the judicial branch. This equipment is:

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[List all equipment provided to employee including laptops, monitors, connections, printers, scanners, cell phone, etc.]

- Equipment supplies.
12. Neither the judicial branch nor the county will pay for the following expenses:
    - Internet services already in place at the Alternate Workplace. This Agreement is dependent upon the Employee having access to sufficient internet service to perform the responsibilities of their position.
    - Maintenance or repairs of privately owned equipment.
    - Utility costs associated with the use of the computer or occupation of the home.
  13. Employee agrees to seek the advanced approval of their supervisor to use sick leave, vacation, time off, or other leave credits in compliance with the KCPR or other applicable policies and procedures. Overtime is not authorized without the advance approval of the Employer or designee.
  14. Employee agrees to make regular dependent care arrangements during their Assigned Business Hours so that Employee is free from having primary responsibility for the care of anyone in their household.

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15. Confidentiality and Information Security.
    - (a) Employee must secure all court data located or accessed by Employee at the Alternate Workplace, whether in electronic or hard copy format, as required by all applicable information security policies to ensure that no other individual may view or access the court data.
    - (b) Employee must take steps to implement best information security practices at the Alternate Workplace consistent with all applicable information security policies. Employee must report any risk to information security to the Employee's supervisor immediately. Employee acknowledges receipt of the judicial branch's security requirements and procedures.
  16. Employer, through Employee's supervisor, retains the right to modify this Agreement on a temporary basis because of business necessity or as a result of an Employee request supported by Employee's supervisor.
  17. Employee understands that he or she is responsible for tax and insurance consequences, if any, of this arrangement, and for conforming to any local zoning regulations.
  18. Employee will complete a productivity report as required by supervisor and/or appointing authority.

The undersigned have each read this Remote Work Agreement and agree to its terms and conditions.

Employee Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

Supervisor Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

As required for Full-time RWA:

Appointing Authority Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

OJA Personnel Director Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

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