

# Telework Agreement

**NOTE:** This form is adapted from the Minnesota Management and Budget Telework Agreement to specifically document the agreements between you and your supervisor regarding the terms of your remote, home-based work during the COVID-19 Peacetime Emergency dispersion of employees to remote locations and students to remote instruction. Metropolitan State will notify all employees when the period of remote work will end and they should return to their regular work location on Metropolitan State University premises.

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| Employee Name: | Enter employee’s name here | Date: | Enter today’s date here |
| Agency Name: | Enter agency name here | Department: | Enter department within the agency |

This Telework Agreement is not a contract and can be changed or cancelled by the agency at any time, at the sole discretion of the agency.

**Notice of Intent to Collect Private Information:** This Agreement requests you to provide address and contact information that may be your home or other nonpublic address and contact information. We are requesting this information for the purpose of determining a telework location, and to determine the terms and conditions of a Telework Agreement. The information also may be used to contact you during telework. In addition, in some events, it may be necessary for the agency to conduct a site check of the telework location using the information provided. You may refuse to provide the requested information, however if you refuse to supply the information, you will be ineligible for telework. The requested information may be shared with agency human resources staff, agency executive leadership, Agency Safety Director/Administrator, agency supervisors and other agency employees with a business need to access the data, MNIT Services staff, Minnesota Management and Budget, and others as required by court order or as authorized by law.

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| **TELEWORK SCHEDULE** | | |
| Effective date of telework schedule (mm/dd/yyyy): | | enter telework beginning date |
| Expiration date of telework schedule (mm/dd/yyyy)\*:  \*The Telework Schedule must expire no later than one year after its effective date, but may be renewed up to annually at the sole discretion of the Agency. | | enter telework ending date |
| Is this a trial period (Yes/No)? enter Yes or No If yes, the a enter a number month trial period will be from enter startdate to enter enddate. | | |
| The following will be your normal telework schedule. All overtime work must be pre-approved by your supervisor. | | |
| Day of the Week | Work Hours Example: 8:00 AM – 4:30 PM | Location T = Telework  O = Agency Office |
| Monday | Enter Monday work hours here. | Enter T or O to indicate telework location on Mondays. |
| Tuesday | Enter Tuesday work hours here. | Enter T or O to indicate telework location on Tuesdays. |
| Wednesday | Enter Wednesday work hours here. | Enter T or O to indicate telework location on Wednesdays. |
| Thursday | Enter Thursday work hours here. | Enter T or O to indicate telework location on Thursdays. |
| Friday | Enter Friday work hours here. | Enter T or O to indicate telework location on Fridays. |
| Saturday | Enter Saturday work hours here. | Enter T or O to indicate telework location on Saturdays. |
| Sunday | Enter Sunday work hours here. | Enter T or O to indicate telework location on Sundays. |

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| **TELEWORK LOCATION** | | | | | |
| Location Address: | | | | | |
| Street Address: | Enter street address here. | | | | |
| City: | Enter city here. | State: | Enter state here. | Zip code: | Enter here. |
| Telework Phone Number: | Enter phone number here. | Telework Fax# (if applicable): | | Enter fax number here. | |

### PERSONAL ACTIVITIES

Telework hours are regular work hours and may not be used for personal activities, including but not limited to dependent care or errands. Just as with regular work hours, teleworkers are expected to follow agency vacation and sick leave policies and procedures to request time off from Telework to engage in personal activities.

During the period of time that you are teleworking due to the COVID-19 pandemic of 2020, MMB has relaxed the rules regarding dependents being in the home. Employees who are authorized to telework, including ad-hoc telework, may do so even if their dependents are present in the remote work location, with supervisor approval, so long as the employee is actually conducting their job duties and actually working their normal work schedule or flexing their time as approved by their supervisor.

If you are not able to complete your full work hours even with flexing time to evenings or weekends, discuss the availability of COVID-19 Leave for care of dependents who are home due to COVID-19 school closures.

### EQUIPMENT/SUPPLIES

You are responsible for obtaining, maintaining, and protecting all state equipment and supplies for use during telework. You must follow normal supply procurement and expense reimbursement procedures for obtaining supplies (e.g. supervisor approval). All state-owned equipment and supplies must be returned when the Telework Agreement ends.

During telework due to COVID-19 you may be using your own personal equipment to complete your work.

Please note the equipment being used during this time period below. If it is a personal piece of equipment, please indicate this in the Fixed Asset Number column.

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| Please list any state equipment, software, and/or supplies to be used at the telework location. | | | | | |
| Item Type | Fixed Asset Number | Serial Number | New Purchase? (Yes or No) | If new, what was the cost? | Employee provided equipment? (Yes or No) |
| Enter first item type. | Enter first item’s fixed asset number. | Enter first item’s serial number. | Enter Yes or No. | Enter cost of first item. | Enter Yes or No. |
| Enter second item type. | Enter second item’s fixed asset number. | Enter second item’s serial number. | Enter Yes or No. | Enter cost of second item. | Enter Yes or No. |
| Enter third item type. | Enter third item’s fixed asset number. | Enter third item’s serial number. | Enter Yes or No. | Enter cost of third item. | Enter Yes or No. |
| Enter fourth item type. | Enter fourth item’s fixed asset number. | Enter fourth item’s serial number. | Enter Yes or No. | Enter cost of fourth item. | Enter Yes or No. |
| Enter fifth item type. | Enter fifth item’s fixed asset number. | Enter fifth item’s serial number. | Enter Yes or No. | Enter cost of fifth item. | Enter Yes or No. |

### DATA/SECURITY

Your telework location is an extension of your assigned permanent/principal work location. As such, you are responsible for complying with all laws, rules, regulations, and policies regarding data practices and data privacy. You must safeguard data so as to preserve the security of data as required by the Minnesota Government Data Practices Act and agency policy.

### DATA RETENTION AND DATA REQUESTS

Data created and maintained while teleworking is state data and state property regardless of whether the data was created and maintained on state-owned equipment or your equipment, and is subject to the state’s data practices and records management statutes. You are responsible for maintaining proper retention and disposal procedures for data at the telework location. You are responsible for returning any state data upon request of the agency.

### EMPLOYMENT CONDITIONS

It is your responsibility to know and comply with all applicable federal and state laws while teleworking. Your job duties, responsibilities, and obligations of the position, as well as the related terms and conditions of employment as specified in the collective bargaining agreement/compensation plan that covers your employment are not changed by this Telework Agreement. If you have questions about your responsibilities, contact your supervisor, manager, or the Human Resources office.

### WORKERS’ COMPENSATION

You are covered by the state’s Worker’s Compensation laws while in telework status so long as you are acting in the course and scope of your employment. It is your responsibility to report ALL accidents/injuries that occur while you are teleworking to your supervisor immediately, using the agency’s standard injury reporting process. The State of Minnesota and the agency do not assume responsibility for third party injuries or property damage that may occur at the telework location. You cannot hold in-person work-related meetings in a telework location in your home; meetings may be conducted in a public setting or via web cam, phone conference, or by other electronic means.

### RESPONSIBILITY FOR WORK AREA/EQUIPMENT

Any insurance for state-owned equipment is the responsibility of the agency. Other than workers’ compensation as described above, the agency is not responsible for insuring the telework location. You are responsible for ensuring that the equipment and work area are safe and free from hazards.

Expense Reimbursement

Expenses will be reimbursed according to the applicable collective bargaining agreement or compensation plan, and consistent with applicable agency and statewide policies. You agree that you will obtain your supervisor’s approval before making purchases, per the applicable policy, collective bargaining agreement, or compensation plan.

### COMMUNICATION/AVAILABILITY

You are responsible for attending staff meetings in person, unless your supervisor approves otherwise. You must be available and accessible during the telework schedule for customers, co-workers, and supervisors/managers.

During telework arrangements due to COVID-19 you will be required to attend meetings as directed by your supervisor either by phone or through electronic means such as ZOOM.

List communication expectations of teleworker. Include frequency or type of contact, process for requesting leave, contact during telework hours, expected response time, etc.

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### PERFORMANCE EXPECTATIONS

You are responsible for maintaining satisfactory work performance. A decline in work performance may result in cancellation of this Telework Agreement.

During telework due to COVID-19, you and your supervisor will set goals for reasonable outcomes for this time period and performance measurement for the period will be based on those goals. Given the dynamic nature of the COVID-19 pandemic peacetime emergency, you and your supervisor may need to set performance goals on a frequent basis, perhaps even weekly. Both you and your supervisor should maintain a written record of your agreed upon performance outcomes for the period. In reviewing this form you and your supervisor should include initial written agreements about work outcomes.

**It is understood by both the employer and the employee that during this telework period, work tasks and outcomes may be different than normal job duties and outcomes.**

List how employee’s work will be monitored or evaluated (e.g. performance evaluation methods). Please provide clear directives on how expectations will be met and details on measuring performance.

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### REVIEW/RENEWAL

This Telework Agreement is effective for the period that Metropolitan State is dispersing employees for remote work and students for remote instruction as a result of the COVID-19 Pandemic Peacetime Emergency. At the completion of the period of dispersion, employees who did not have a telework agreement in place prior to the emergency are expected to return to work on Metropolitan State premises.

This Telework Agreement is effective for no more than one year. It must be reviewed and may be renewed at management’s sole discretion annually during the employee performance review period. The Telework Agreement also must be reviewed if any of the following occur: 1) a change in your job duties; 2) you or your supervisor change positions; 3) trial period expires; or (4) a change in any of the conditions of the Telework Agreement occurs.

### CANCELLATION

In the event that an employee and supervisor believe that the telework arrangement put in place due to the COVID-19 Pandemic Peacetime Emergency declaration is not resulting in productive work, your supervisor will discuss the availability of COVID-19 related leave with you or other arrangements for engaging in productive work, including a return to Metropolitan State premises for work assignments, using appropriate social distancing and other techniques to maintain employee health and safety.

This Telework Agreement can be cancelled at any time by either party. If you wish to cancel this Telework Agreement, you must provide sufficient advance notice to your supervisor to enable your supervisor to provide adequate space at your permanent/principal work location, minimize disruption, and meet business needs.

### SPECIAL CONDITIONS

List any additional instructions, conditions, restrictions, or exceptions relating to this Telework Agreement.

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I acknowledge that my supervisor has discussed the requirements of telework during the COVID-19 Pandemic Peacetime Emergency and that I understand the terms and conditions of this telework agreement. I further acknowledge that this is a dynamic situation and that my work assignments while teleworking may differ from my normal assigned duties.

THIS AGREEMENT MAY BE ACKNOWLEDGED BY AN EMAIL EXCHANGE BETWEEN THE SUPERVISOR AND THE EMPLOYEE RATHER THAN SIGNATURE BELOW.

IF CHANGES TO ANY OF THE TERMS OF THE ARRANGEMENT ARE MADE, THEY SHOULD BE DOCUMENTED THROUGH EMAIL. THE SUPERVISOR IS REQUIRED TO MAINTAIN A FILE FOR EACH EMPLOYEE WHO IS TELEWORKING.

| Employee Signature: | Space for employee’s signature. | Date: | Enter date employee signed. |
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| Supervisor Signature: | Space for employee’s signature. | Date: | Enter date supervisor signed. |
| HR Representative: | Space for employee’s signature. | Date: | Enter date HR Representative signed. |

Original to Personnel File Copy to Employee Copy to Supervisor