



CITY OF DELANO | TELEWORK AGREEMENT

City of Delano • 234 2nd Street North • PO Box 108 • Delano, MN 55328
Phone: (763) 972-0550 • www.delano.mn.us • Fax: (763) 972-6174

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

Employee Name:	
Department:	
Telework Phone Number:	
Telework Location (Home):	
Effective Date of Telework Schedule:	
Expiration Date of Telework	

*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 City.

NOTICE OF INTENT TO COLLECT PRIVATE INFORMATION

This Agreement requests that you provide your home address and contact information. We are requesting this information to determine 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 some events, it may be necessary for the City 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 the City Administrator, immediate Supervisor, Human Resources, other City employees with a business need to access the data, IT Services, and others as required by court order or as authorized by law.

DATA RENTENTION, REQUESTS, AND SECURITY

Your telework location is an extension of your assigned permanent 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 City policy. Data created and maintained while teleworking is City data and City property regardless of whether the data was created and maintained on City-owned equipment or your equipment and is subject to the City's data practices and records management statutes. You are responsible for maintaining proper retention procedures for data at the telework location. You are responsible for returning any City data upon request of the City.

RENEWAL/REVIEW OR CANCELLATION

This Telework Agreement is effective for no more than one year. It must be reviewed and may be renewed at the Department Head's discretion annually during the employee performance review period. The Telework Agreement also must be reviewed if any of the following occur: a change in your job duties, a change in position, or a change in any of the conditions of the Telework Agreement occurs. 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.

TELEWORK SCHEDULE

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 City vacation and sick leave policies and procedures to request time off from Telework to engage in personal activities. When possible, please coordinate time off from work on days you're using Telework hours. You are covered by the City'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 City's standard injury reporting process. The City does 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; meetings may be conducted in a public setting or via webcam, phone conference, or by other electronic means. It is your responsibility to know and comply with all applicable federal and state laws while teleworking. Any insurance for City-owned equipment is the responsibility of the City. Other than workers' compensation as described above, the City 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. Your job duties, responsibilities, and obligations of the position, as well as the related terms and conditions of employment covered in the personnel policy manual that covers your employment are not changed by this Telework Agreement. *The following will be your normal telework schedule. All overtime work must be pre-approved by your Department Head.*

Day of Week	Work Hours and Location (Example: 7:30am - 5:00pm - Telework or Office)
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	

EQUIPMENT AND SUPPLIES

You are responsible for obtaining, maintaining, and protecting all City equipment and supplies for use during telework. You must follow normal supply procurement and expense reimbursement procedures for obtaining supplies. Please list below all City equipment, software, and/or supplies to be used at the telework location. *All City-owned equipment and supplies must be returned when the Telework Agreement ends.*

Item Type	Serial Number (if applicable)

COMMUNICATION AND 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. *List communication expectations of teleworker. Include frequency or type of contact, contact during telework hours, expected response time, etc.*

PERFORMANCE EXPECTATIONS

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

CITY TELEWORK TERMS AND CONDITIONS

I agree to perform services for the City of Delano as a teleworker. I understand and agree that telework is a management tool to be used at the sole discretion of the City and is voluntary. As such, I understand and agree that my telework arrangement may be changed or canceled at any time, at the City's sole discretion. I understand and agree that telework hours are regular work hours and I may not use telework hours for personal activities. I understand that just as with regular work hours, I am expected to follow City vacation and sick leave policies and procedures to request time off from telework to engage in non-work activities. I agree to not conduct personal business during telework hours. I agree that my work duties and responsibilities are not altered by teleworking. I agree that my salary and benefits are not altered by teleworking. I agree to establish a telework location and ensure that the telework location will accommodate any City equipment necessary for me to conduct my work. I will protect the telework location from hazards and dangers that could affect the equipment and ensure my telework location is conducive to work. I agree to return all City-owned equipment and supplies immediately upon cancellation of the Telework Agreement, or when my employment with the City ends. I agree that if I provide the equipment used during telework, I am solely responsible for servicing and maintaining it. I agree to use any and all City-owned equipment, software, data, and supplies located at my telework location for the sole purpose of conducting City business. I agree to notify my Supervisor immediately if I experience equipment malfunctions that prevent me from working on my telework assignment. I understand that I may be asked to report to my permanent work location as needed.

I grant permission to the City, with proper notice, to inspect my telework location during work hours to ensure proper maintenance of the City-owned property. The City may also inspect my telework location to ensure it conforms with safety standards and other specifications in this agreement and policy guidelines. I agree that my telework location is an extension of the City and therefore, I am governed by the provisions of worker's compensation while I telework so long as I am acting in the course and scope of City employment. I agree to report any accidents or injuries that occur while I am teleworking to my supervisor immediately. I agree to maintain and safeguard data in accordance with all laws, rules, regulations, and policies regarding data privacy and retention. I agree that all products, documents, reports, and data created as a result of my work-related activities are owned by the City and will be returned to the City: upon request, upon cancellation of the Telework Agreement, or when my employment with the City ends. I agree that my Supervisor and I have discussed a communications strategy and that it has been outlined in this agreement, and I will follow it throughout the term of the Telework Agreement. I understand that I am responsible for meeting performance expectations and standards, and if I fail to do so, my telework arrangement may be canceled.

TELEWORK POLICY

I have read, understood, and agreed to the Telework policy and the terms and conditions specified in this agreement. I acknowledge that telework is a voluntary work arrangement and not an employee benefit, and that the City can change or cancel this agreement at any time at its sole discretion. I understand that I am expected to comply with all City policies, guidelines, rules, regulations, and state and federal laws while I am teleworking in the same manner as if I was not teleworking. I have read and agree to the terms and conditions of this agreement.

Employee's Signature: _____ Date: _____

Supervisor's Signature: _____ Date: _____

Original to Personnel File | Copy to Employee and/or Supervisor by Request