

## Telework Agreement Form

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

Date: \_\_\_\_\_

Division: \_\_\_\_\_

Bureau: \_\_\_\_\_

We agree to the following Telework Schedule:

Day of the Week	Schedule (including breaks)	Location
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

Time normally scheduled out of the office for personal needs will still need to be scheduled as “approved leave.” Any unplanned absences could be considered “unapproved.” Use of sick leave, vacation, other time off, or other leave credits must be approved in advance by the supervisor and are subject to the respective policies. Overtime worked or compensatory time earned must be approved in advance by the supervisor and is subject to the respective policies.

We agree to a Telework arrangement from the following alternate work site location:

- Home Office     
  Other     
  DLI location \_\_\_\_\_

Will the teleworker also maintain a workstation or office at the central workplace when this telework agreement takes effect?

- Yes       No

If not, what changes will occur?

The teleworker is meeting all performance expectations, has no disciplinary action in the file, and is not on a performance improvement plan:

- Yes       No

**General telework tasks and duties:** (Describe the telework tasks, duties, and expectations).


**Supervisors:** Attach job description and describe how each will be tracked and measured.

**Communication:**

Teleworkers must keep their supervisor informed of progress on assignments worked on at home, including any problems they may experience while teleworking. The employee will promptly notify the supervisor when unable to perform work assignments due to equipment failure or other unforeseen circumstances.

**Emergencies & Office Closings:**

Employees should contact their supervisor for instruction during emergency and weather-related closings affecting the central or alternate worksite. On days regularly scheduled to telework employee is expected to report to or remain at their worksite in dismissal or closure situations unless otherwise directed by their supervisor or other agency official.

**State-Owned Equipment:**

The provisions of 2-2-121, MCA, apply to state-owned equipment used by state employees for telework. In the event of state-owned equipment failure, the teleworker must immediately notify their supervisor and may be assigned to another project and/or work location. The employee shall return all state-owned equipment or property upon termination of employment or if this Telework agreement ends.

State owned equipment is for state employees use and is subject to the Acceptable Use Policy while offsite. Use of a state device by a non-state employee is strictly prohibited and violates the Acceptable Use Policy.

**Employee-Owned Equipment:**

DLI will not assume responsibility for cost, repair, or service when authorizing employees to use their own equipment, unless approved by management. TSD does not have the ability to troubleshoot issues with individual Internet Service Providers (ISP). Network outages fall solely on the Internet Service Provider and are not controlled by TSD.

**DLI will not pay for the following expenses:**

- Maintenance, repairs, or service, to privately owned equipment
- Utility costs associated with the use of the computer or occupation of the alternate work site.
- Homeowners' or Renter's Liability Insurance to cover the use of space in the alternate work site.
- The cost of construction or renovations to the home.
- Travel expenses associated with regular home to work travel.

**Travel:**

If travel, lodging or meal allowances, are needed for employee on telework days the State of Montana MOM policy [Employee Travel](#) and State Vehicle Use Rule will apply to teleworker.

**Safety:**

The Department is interested in the employee's health and safety while teleworking at home. For this reason, the employee will be required to maintain a separate, designated work area at home. Designated area must be kept clean, professional, and safe at all times by employee. All telework employees are required to complete, sign, and agree to adhere to the Safety and Security Check List before teleworking will be authorized.

Telework can create the same liabilities for employers as any office. In the case of injury occurring during established telework hours and within the work area, the employee shall immediately report the injury to the supervisor.

**Technology Section****1. Network Connection**

- A Speed test is required to ensure the connectivity is adequate to support teleworking.
- Speed test can be found at <http://www.speedtest.net/>

**2. Technical Specs required**

- Continuous connection speeds with a 2mbps upload speed and 5mbps download speed is required to ensure adequate bandwidth. The telework employee is responsible to ensure their Internet Service Provider (ISP) meets these speed requirements.

**3. Sensitive Data**

- Teleworkers must adhere to the enterprise information security policy protecting sensitive data, PII and adhere to all State and Federal policies.

**4. References**

A. Legislation

- I. [2-15-112 MCA](#) Duties and Powers of Department Heads
- II. [Montana Information Technology ACT \(MITA\)](#)

B. Policies

- I. [Telework Policy](#)
- II. [POL-SummitNet Acceptable Use Policy](#)
- III. [Acceptable Use Policy](#)

**5. Internet Information**

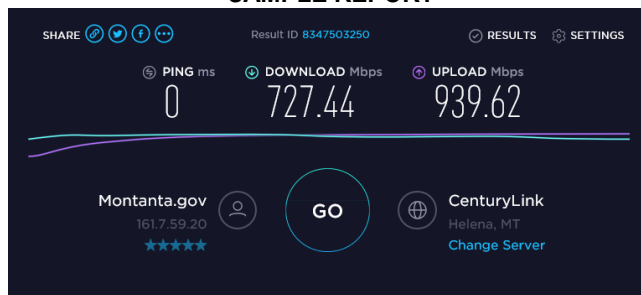
Internet Speed Test Results (Needs to be no less than 2mbps for upload and 5mbps Download)	
Name of Internet Service Provider (ISP)	
Upload Speed	
Download Speed	

Speed Test Instructions for Telework Agreement

The Telework Agreement requires that we perform a speed test on your home internet connection. Please perform the steps below. **\*\*Do not have your VPN active or it will go through the state blocking site.\*\***

1. Go to [www.speedtest.net](http://www.speedtest.net)
2. Hit button that says "GO"
3. Email a screen shot (example below) with the Download & Upload speeds.

**SAMPLE REPORT**



**6. DLI Technical Support**

- TSD staff cannot provide off-site support or off-site setup of equipment. Phone support is available through DLI's Service Desk at 406-444-1361 Monday – Friday from 7:30am-5:00pm.
- It is the Teleworkers responsibility to bring state owned devices in for support and repair if needed or requested.
- When bringing in a device for service please contact the [TSD service desk](#) prior to arrival. TSD will make their best effort to repair the device in a timely manner.



**Agency Provided Hardware Assigned to Teleworker:**

Hardware	Program	Maintained by

**Agency Provided Software Assigned to Teleworker:**

Software	Program	Maintained by

**Agency Provided Office Equipment:**

Type	Program	Maintained by

**Employee Provided Equipment:**

Type	Program	Maintained by

**Expenses:** The agency will pay for the following expenses:

Business related telephone calls	<input type="checkbox"/> Yes <input type="checkbox"/> NO
Cell Phone	<input type="checkbox"/> Yes <input type="checkbox"/> NO
Internet connection	<input type="checkbox"/> Yes <input type="checkbox"/> NO
Maintenance, repairs, or service, to state-owned equipment	<input type="checkbox"/> Yes <input type="checkbox"/> NO
Office supplies (basic office supplies consist of paper, pens, staplers, paper clips, fax or computer paper).	<input type="checkbox"/> Yes <input type="checkbox"/> NO
Other:	

**By signing below, I agree to the following:**

- I understand all work products, documents, and records used or developed during telework shall remain the property of DLI and are subject to DLI policies regarding confidentiality and records retention requirements.
- I agree to provide my supervisor access to the worksite during regularly scheduled telework hours if I receive prior notice (typically 24 hours in advance).
- I agree to promptly notify my supervisor when unable to perform work assignments due to equipment failure or other unforeseen circumstances.
- I absolve the agency from liability for damages to real or personal property resulting from participating in telework.
- I agree to seek my supervisor's approval before incurring business expenses.
- I have completed the Safety and Security Checklist and participated in a walk-through or provided photographs of the work place.
- I have reviewed and signed the Information Technology Acceptable Use Policy
- I will comply with all state and agency rules, policies, practices and instructions.
- I understand the expectations and requirements outlined in this document and agree to comply.

**Terms of the Agreement:**

This telework agreement will include a trial period of \_\_\_\_ days (typically 90 days). During the trial period, documented review of performance will be done every 30 days (outside of the performance evaluation system). At the completion of the trial period, the supervisor and bureau chief will evaluate whether the arrangement remains beneficial to both employer and employee and decide if the arrangement will continue.

Additionally, this agreement will be reviewed and revised when a change occurs with supervision, job responsibilities, change in work circumstances, or performance. Agency management may revise the agreement at any time.

Date telework begins: \_\_\_\_\_

Date(s) telework agreement reviewed:

Employee Signature	Date
Supervisor Signature	Date
Bureau Chief Signature	Date
Division Administrator Signature	Date
HR Telework Coordinator Signature	Date
CIO Signature	Date

c: personnel file