

**ATTACHMENT A
TELEWORK PROGRAM AGREEMENT**

Date: _____

CONTACT INFORMATION:

Employee Name:	Department:
Job Title:	Division:
Telework Site Address:	Supervisor Name:
Telework Site Phone Number:	Department Head or Appointing Authority:
PERN #:	Employee Email Address:

TELEWORK SCHEDULE:

In accordance with the City of San Diego's Telework Program, telework can be either occasional or regular with an established schedule.

Which type of telework are you requesting?

- Occasional
- Regular, with an established schedule (please fill out the schedule below)

Day(s) of the week (circle)	Monday Saturday	Tuesday Sunday	Wednesday	Thursday	Friday
Every Workweek?	Yes	No	If no, please explain:		
Telework Hours	From: _____ To: _____				
Meal Period	From: _____ To: _____				

TELEWORK PROGRAM AGREEMENT DURATION:

. This *Telework Program Agreement* can be terminated at any time by the Department Head or City, with or without cause, with 72 hours advance written notice, when possible, including the reasoning for terminating this written agreement.

Term	Start date	End date
Annual Renewal (if approved)		

WORK DUTIES AND OBJECTIVES:

The employee and supervisor have met to review the City’s Telework Program, including the definition of teleworking, eligibility criteria, general terms and conditions, and the process for approval to telework. The employee and supervisor have discussed how the employee’s job duties can be accomplished while teleworking, resulting in the following expectations. Managers may update the employee’s Performance Plan as needed. If the Performance Plan is modified, the employee and any applicable recognized employee organization must be notified in advance of implementation.

Duties to be performed and objectives to be accomplished:
How will performance of these duties and progress toward these objectives be monitored and assessed to confirm that the teleworker is working as expected during telework hours and the telework arrangement is effective?
What challenges regarding completion and coordination of work assignments can be anticipated associated with teleworking? Please be as specific as possible.
What arrangements will be made to address the potential challenges in order to ensure staffing coverage, coordination of work, and completion of assigned projects and responsibilities?
Additional terms or expectations agreed upon by the employee and supervisor:

TELEWORK EQUIPMENT:

The employee will use the following City-issued equipment while teleworking. City equipment, if any, will be used only by the employee for City business. If the employee separates from City employment, the employee will return all City-issued equipment. If equipment is not returned, employee will be sent an invoice for the value of the equipment.

City-provided Equipment:	
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- The equipment listed above represents all items required to perform my job responsibilities at my telework site.

INFORMATION SECURITY:

Confidential and personal information shall not be taken out of the City worksite to the telework site unless approved in writing in advance by the teleworker’s supervisor for each instance such materials are authorized for use at the telework site, or by the Department Head, if the approval is for the duration of the *Telework Program Agreement*. Confidential and personal information contained on City-owned computers, or confidential and personal information accessed by employees working remotely, is considered within the City worksite.

Is off-site use of confidential and personal information anticipated?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes:		
What confidential and personal information will be used at the telework site?		
Will use be authorized for the duration of the <i>Telework Program Agreement</i> ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

EMPLOYEE ACKNOWLEDGMENTS:

The employee must read and agree to the following terms and conditions relating to this *Telework Program Agreement* (please check each box):

- I have read and understand the City of San Diego’s Telework Program, Administrative Regulation (A.R.) 95.95, and will comply with all policies, procedures, conditions, and responsibilities set forth in the A.R.
- I understand and will comply with the terms and conditions established in this *Telework Program Agreement*.
- I agree to adhere to all City policies and procedures while teleworking.
- I understand that the City reserves the right to approve or deny my request to telework.
- I understand that teleworking is voluntary and I may discontinue teleworking at any time. I understand that the City may, with 72 hours advance written notice, if possible, change any or all the conditions under which I am permitted to telework or withdraw permission for me to telework.
- I agree to be available to work with colleagues via email, phone, or any other pre-identified technology platforms (e.g., Microsoft Teams) during my established teleworking hours.
- I agree to check voicemail, email, or any other pre-identified communication mediums and respond to messages promptly, upholding the same standards and expectations for responsiveness as when working at my City worksite.
- I agree to participate in scheduled meetings via audio or video conference call or other means.
- I acknowledge that my supervisor or Department Head retains the right to modify my teleworking schedule with five working days advance notice (e.g., to ensure my attendance at meetings or trainings in person or to accommodate other business needs).
- I agree to work productively without on-site supervision.
- I agree to work a full workday, as scheduled, while teleworking and to obtain prior approval by my supervisor, if possible, to adjust my work hours or take leave to compensate for non-productive time that may occur due to dependent care needs, personal appointments, or other non-City business matters in the normal work period.

- I agree to take my normal lunch break and other breaks as applicable and to report all time worked.
- I agree not to work overtime while teleworking, unless prior approval is received from my supervisor, manager, or Department Head.
- I agree to comply with time entry and approval policies.
- I understand it is my responsibility to provide and pay for sufficient power and suitable Internet connectivity at my telework site to allow successful teleworking. At no time will the City be responsible for providing Internet connectivity and power at the telework site.
- Should the equipment or access required to perform my work (e.g., computer, Internet connection, phone service, etc.) become unavailable during my teleworking hours, I agree to come to my City worksite to complete my assigned tasks. Commuting time will be unpaid.
- I understand that the City owns any work product or data created as a result of my work while teleworking.
- I agree to keep my username and password confidential to maintain network security, to provide a secure location for any City-owned equipment and materials, and to not use or allow others to use such equipment and materials for purposes other than City business.
- I agree that restricted-access materials, such as payroll records, personnel files, or other confidential documents will not be taken to my telework site without the consent of my supervisor (with approval on a case-by-case basis), or the consent of my Department Head, if such restricted-access materials are to be approved for use at my telework site for the duration of the *Telework Program Agreement*.
- I agree to establish and maintain a telework site in a condition that is free of health and safety hazards in accordance with the Telework Site Safety Checklist and Self-Certification.
- I agree to allow inspection of my telework site in the event of an industrial injury at my telework site or if I request a reasonable accommodation for a disability or medical condition in regard to my telework site.
- I agree to comply with tax laws. I understand that the City is not responsible for substantiating any claim for a tax deduction for operating an office in my home.
- I understand the City assumes no liability for injuries to me that occur outside my scheduled telework hours or while I am not engaged in City business, and that the City assumes no liability for injury to any third party or family member related to my telework site. I agree to hold the City harmless from liability for damages to real or personal property resulting from my participation in the Telework Program.

EMPLOYEE AGREEMENT

I have read and understand the City of San Diego’s Telework Program, A.R. 95.95, a copy of which is attached, and will adhere to its terms and conditions. I agree to all employee acknowledgments above and will adhere to the terms and conditions set forth in this *Telework Program Agreement*.

I understand that my work performance and compliance with this *Telework Program Agreement* will be evaluated upon completion of the initial term and before each extension or renewal.

I agree that I am responsible for abiding by my set telework work hours, furnishing and maintaining my remote workspace in a safe condition, employing appropriate teleworking security measures, and protecting City assets, information, and systems. I understand that teleworking is a privilege, not a right, and is voluntary. My telework arrangement can be suspended or terminated at any time by me or by the City.

Employee Name	Employee Signature	Date
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SUPERVISOR ACKNOWLEDGMENTS:

The supervisor must read and initial the following:

- _____ I have read and understand the City’s Telework Program, A.R. 95.95.
- _____ I have read and understand the terms, conditions, and employee acknowledgments listed above in regard to this *Telework Program Agreement*.
- _____ I agree to monitor the performance of this employee to assess the effectiveness of the teleworking arrangement and compliance with this *Telework Program Agreement*.

APPROVAL/DENIAL OF INITIAL TELEWORK PROGRAM REQUEST:

Teleworking Request is Approved

Teleworking Request is Denied (outline specific reason below – do not reference discipline):

If denied, Teleworking Request may be re-evaluated after 90 calendar days on: _____.

Supervisor Signature

Date

Department Head / Appointing Authority

Date

File original *Telework Program Agreement* in the employee’s personnel file and provide a copy to the employee and the Department Payroll Specialist.