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| **State of South Dakota Remote Work Agreement** |
| This Remote Work Agreement (“Agreement”) is between:  , (“Agency”), and , (“Employee”).  *Agency Name Employee Name*  This Agreement is not an employment contract and does not alter the employment status of Employee or any condition of employment, and as such cannot be appealed under the Civil Service rules. This Agreement can be changed or cancelled by the Agency at any time. |
| **A. Term** |
| This Agreement shall commence on and expire on .  *Date Date*  At a minimum, this Agreement must be reviewed and modified as necessary at least annually by the Agency and Employee and discussed on an annual basis.  Is this a trial period? ☐ Yes ☐ No If yes, how long will the trial period be? ☐ 3 Months ☐ 6 Months |
| **B. Employment Conditions** |
| If the remote work office is in Employee’s home, Employee agrees to comply with all applicable municipal ordinances. Employee acknowledges and agrees that this Agreement does not create any right or interest.  Employee should be familiar with and comply with all applicable policies and procedures, including, but not limited to, the following policies and guidelines:   * State of South Dakota Remote Work Policy * Bureau of Information & Telecommunication Technology Use Policy * Bureau of Information & Telecommunication Cyber Security Policies * Bureau of Information & Telecommunication Statewide Remote Technology Policy |
| **C. Requirements** |
| Employee and the Agency **must** complete the ***State of South Dakota Remote Work Office Safety Checklist*** to ensure the remote work office meets the requirements of the remote work policy. Employee acknowledges and agrees that the remote work office location must be a distinct office. |
| **D. Work Location & Hours** |
| Employee’s remote work location is:  *Address*  Employee is approved to remote work on a regular schedule the following days:   * Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐ Sunday Employee’s hours on remote working days when he/she is available to his/her supervisor and coworkers are:   to . Any deviation from this schedule requires supervisor approval.  *Hour Hour*   * If checked, additional or alternative work arrangements, such as an alternative work schedule, apply as follows:   *Describe here if applicable* |

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| Employee may be required to share office space when not working at Employee’s remote work office.   * If checked, Employee is scheduled to work from an Agency work site, that is not the remote work office, on the following days:   + Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐ Sunday ☐ N/A   Employee’s hours at the agency work site are: to .  *Hour Hour*  In the event the Agency’s work site is closed due to weather or other emergency, Employee is to continue working from his/her remote work office unless otherwise instructed by his/her supervisor. |
| **E. Specific Job Tasks** |
| * If checked, remote work is limited to the following specific tasks, projects, or types of work:   *Describe here if applicable* |
| **F. Communication/Accessibility** |
| To maintain close communication and standards of professionalism while working from a remote work office, Employee shall:   * Notify his/her supervisor and coworkers (if applicable) of any change in the normal remote work schedule. * Be available to supervisor and coworkers by telephone and email during the normal remote work schedule. * Return calls and emails in a timely manner. |
| **G. Equipment & Expenses** |
| Any equipment provided by the Agency must be properly inventoried and listed in this Agreement, and this Agreement must be updated if equipment is returned or if new equipment is assigned. Employee is required to return any state property upon request or when this Agreement ends.  Employee must schedule installation of all state-owned equipment with the Bureau of Information and Technology. Only state-owned software may be installed on state-owned equipment. Employee may not install or download any other software without approval.  All software used for remote working, whether owned by the Agency or Employee, must be properly licensed by the software manufacturer.  While Employee may be allowed to use his/her own software, he/she will not be required to “purchase” software to remote work. If new software is required for remote working, it will be provided by the Agency.  For purposes of reimbursement, Employee’s principal work site is:  .  *Address*  Employee acknowledges and agrees that Employee will not purchase or rent equipment, services, or supplies with the assumption that the Agency will reimburse the costs. Prior approval must be obtained. |

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|  | **Equipment** | **Provided By:** | | **Inventory Number** |  |
| **Employee** | **Agency** |
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| **H. Information Security** | | | | | |
| Employee acknowledges and agrees that Employee will follow all procedures outlined by the South Dakota Bureau of Information and Telecommunications related to data installation, use, and security. In addition, Employee must ensure the following:   * The protection of organization data on disk, hardcopy, or on portable devices from theft, loss, or unauthorized access during transit and at the remote work office. * That approved firewalls and anti-virus software are on all remote work office computers and are updated regularly with current definitions, and data is maintained on the State’s system. * That flash drives or other portable drives are scanned for viruses before being used for uploading or downloading data. * Sensitive information in hardcopy form is properly secured and maintained at the remote work office and returned to the Agency or shredded when no longer needed or when this Agreement terminates. * All work is backed-up according to Agency procedures. * The State’s network is not accessed from the remote work office or other locations unless with advance approval and for approved purposes. | | | | | |
| **I. Termination / Cancellation** | | | | | |
| This Agreement is governed by the termination language found within State of South Dakota Remote Work Policy. | | | | | |
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|  | **J. Agreement** |
| A copy of this Agreement and any addendums or amendments will be provided to Employee and placed in Employee’s personnel file.  **Employee:** By signing, Employee acknowledges that he/she has read, understood, and agreed to the terms and conditions of this Agreement and will comply with the State’s Remote Work Policy. Employee understands that remote work is a voluntary arrangement and not an employee right or benefit, and as such, the Agency may change or cancel this Agreement at any time, at the Agency’s sole discretion and is not grievable. Employee understands that he/she is expected to comply with all state and agency policies and procedures, rules and regulations, and all state and federal laws while he/she is remote working, in the same manner as if Employee was not remote working.    Employee Signature Date    Employee Number Position Number  **Supervisor:** By signing this statement, the Agency agrees to work with Employee to implement remote working as described in the State’s Remote Work Policy and this Agreement.    Supervisor Signature Date    Division Director Signature Date    Agency Secretary/Commissioner Signature Date    Human Resource Manager Signature Date | |