



Board of County Commissioners Agenda Request

25
Agenda Item #

Requested Meeting Date: March 18, 2020

Title of Item: Approve Remote Access Agreement

<input checked="" type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input type="checkbox"/> CONSENT AGENDA	<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>

Submitted by: Jessica Seibert	Department: Administration
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Presenter (Name and Title): Jessica Seibert, County Administrator	Estimated Time Needed: 10 min.
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Summary of Issue:

The current Aitkin County Personnel Policy allows for flexible scheduling, alternate work sites, and telecommuting with approval from the Department Head (please see attached). These policies have been used on a limited basis. In light of the current COVID-19 pandemic, staff is working to identify the capacity of each department to support more telecommuting. We realize that not all departments or positions can support remote access.

Attached for consideration is a Remote Access Agreement that will be signed by any staff member with remote access.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Approve Remote Access Agreement.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No *Please Explain:*

Aitkin County Remote Access Agreement

Aitkin County recognizes that the information and equipment on its networks is a valuable asset that must be protected from inappropriate acts or omissions. At the same time, effective use of technology to promote the mission of Aitkin County may require that staff be able to access data and information from remote locations. Aitkin County will, with proper authorization and access standards, provide Aitkin County staff and others so approved, remote access to its internal network via methods that provide information security and protection and are approved by the department head in coordination with the Aitkin County IT Manager.

REMOTE ACCESS TERMS

AS AN AITKIN COUNTY REMOTE ACCESS EMPLOYEE, I UNDERSTAND AND AGREE TO THE FOLLOWING:

1. I agree to perform services for Aitkin County ("the county") as a Remote Access Employee.
2. I agree that my duties, obligations, responsibilities, and conditions of employment with the County remain unchanged.
3. I agree that my work hours, overtime compensation, if any, vacation, sick leave, PTO, and other terms and conditions of employment will conform with the current collective bargaining agreement and/or personnel policy, whichever apply to meet the terms agreed upon with my supervisor.
4. In the event of an equipment malfunction, loss of equipment, security breach, or any other issues detailed in the Operations Policy, I agree to notify my supervisor or the IT Department immediately.
5. I agree to restrict the use of County provided equipment, software, and data to solely my use for purposes of conducting Aitkin County business.
6. I agree that authorized County representatives, Department Head, supervisors, the IT Department and/or departmental designee can randomly request to inspect County owned equipment, data, and/or supplies. I agree to permit inspections upon request.
7. I agree to return all County owned equipment, software, products, documents, and data if I leave my employment with Aitkin County or I am requested to do so by my supervisor. I agree to reimburse the County for any of the foregoing that is not returned or is damaged due to my negligence.
8. I agree to abide by the County's policies covering information, security, software, licensing and data privacy, the requirements set forth in the MN Data Practices Act, Health Insurance Portability and Accountability Act (HIPAA), and any applicable Federal and State privacy laws and regulations.
9. I understand that the Aitkin County IT Department is not responsible for working on any employee owned equipment.

10. I agree that products, documents, reports, or data created as a result of my work related activities are owned by the County and governed by data privacy practices.

11. I agree to comply with all Federal and State laws, and County policies, including but not limited to, the Aitkin County Personnel and Aitkin County General Operations Policy. I understand that failure to comply may result in loss of remote access privileges and/or disciplinary measures up to and including termination.

Any person or organization authorized remote access to Aitkin County information shall:

- Maintain the highest standards to protect any data, passwords, software, and computers that enable remote access to the Aitkin County network.
- Remove, upon termination of employment or the project, all software, data, or other enabling technology that was provided by Aitkin County for the purpose of remote access.
- Have read and agree to fully comply with Article III of the Aitkin County Operations Policy, Information Systems and Technology, as a condition of employee remote access to the Aitkin County information system(s).
- Assure that unauthorized persons, including family members, will not have access to any computer that has been configured to remotely access the Aitkin County network or to the data stored on the computer or network.

I have read, understand and am fully aware of the terms of the Remote Access Agreement and Section G. Hours of Work of the Personnel Policy; and I agree to comply with the terms of this agreement. I also agree to remain informed of and comply with future revisions to this agreement.

Remote User

Responsible Manager Approval Authority

Signature

Signature

Name (print)

Name and Title (print)

Date

Date

IT Manager Approval Authority

Signature

Name (print)

Date

Employees shall be notified of any entry to their personnel file concerning performance evaluations or discipline. Payroll records, such as Forms I-9, W-2, and timesheets, shall be maintained in the Auditor's Office. Employee medical information will be kept in a separate medical file. Workers' compensation information will be kept in a separate workers' compensation file.

Section G. Hours Of Work

Purpose: To define the schedule of work hours for Aitkin County employees as determined by operational needs and demands of Aitkin County. Hours of work generally include all of the time an employee is on duty at the employer's establishment or at a prescribed work place, as well as all other time during which the employee is suffered or permitted to work for the employer.

The normal workweek of the organization is Monday through Friday, 8:00 a.m. to 4:30 p.m.; however, it is expected that all staff will provide service necessary to carry out the functions of their position which includes weekends and evenings as required. Department Heads are authorized to establish schedules to meet the business needs of their department.

Flexible Schedules

- (a) Flexible hours for staff may be arranged with the Department Head or designee provided the normal scheduled hours worked fall between 6:00 a.m. and 7:00 p.m.
- (b) A flexible schedule is an agreed upon schedule that meets the business needs of the Department and meets with the approval of the employee which is outside of the normal business day. The expectation under a flexible schedule is that employees are accountable to begin and conclude work for the day at the agreed upon, scheduled time.
- (c) Flexible schedules may not include scheduled work days longer than 10 hours and should generally not incur overtime pay.

Alternate Work Sites and Telecommuting

- (a) Utilizing alternate work sites and telecommuting is an administrative option not an employee benefit. Upon agreement of the department head an employee may be allowed to report to an alternate work site or to telecommute but the decision to allow it will be based on the business needs of the County and the Department.
- (b) Alternate work sites and telecommuting requires support from the Department Head and approval of the County Administrator. Alternate work sites and telecommuting is not appropriate for every job at the County. Alternate work sites and telecommuting agreements may be revoked by management at any time for any reason.

(c) The necessary tools, technology and services must be readily available at the alternate work site. The County will provide the necessary technology equipment to perform necessary duties. The County will not assume responsibility for operating costs, home maintenance or other costs incurred by the employee in the use of a residence for telecommuting. (i.e. if an employee voluntarily opts to accept a telecommuting agreement; the County will not reimburse costs).

(d) An employee's compensation and benefits, and the terms and conditions of employment will not change as a result of alternate work location or telecommuting. An employee who works from an alternate location or telecommutes is still accountable to all county policies, departmental rules and work direction. Employees at alternate work sites must maintain communications with supervisors as directed.

(e) Work Schedules

(i) Alternate work sites or telecommuting scheduling should be in accordance with the regular work day or under an approved flexible schedule.

(ii) All work rules regarding overtime, comp time, etc... apply to employees under this section.

(f) Requirements

(i) An agreement must be signed by the County Administrator, Supervisor, Department Head and employee prior to beginning any alternate work site or telecommuting.

(ii) There must be clear and mutually understood methods that are documented in the agreement for measuring and evaluating the work of and holding accountable an employee who is working at an alternate site or telecommuting.

(iii) All employees must be required to have at least 8 hours per week of time reporting to the normal work site.

Meal Periods

The employee must be completely relieved from duty for the purpose of eating regular meals. The employee is not relieved if he or she is required to perform any duties, whether active or inactive, while eating. If the employee is not completely relieved from duty, the meal period must be counted as hours worked. For example, an employee who is required to remain at his/her desk while eating lunch and regularly answers the telephone and refers callers is working. This time must be counted and paid as compensable hours worked because the employee has not been completely relieved from duty.

Lectures, Meetings and Training Programs