

Temporary Telecommuting Agreement
 San Jose Evergreen Community College District
 Social Distancing Response to COVID 19 Pandemic

In order to minimize the spread of COVID-19 virus, San Jose Evergreen Community College District (District) encourages departments and units to consider ways of implementing social distancing. One option for social distancing is telecommuting on a temporary basis, in situations where an employee requests this option and management has determined that such temporary telecommuting is appropriate and viable. Telecommuting will be approved on a case-by-case basis, consistent with the mission of the District and respective department or unit.

Managers, Supervisors, Confidential Employees Council (MSCC) has reviewed and agreed to the scope and form of this Temporary Telecommuting Agreement (Agreement). It should be used in all instances in which management has determined that an employee who wishes to temporarily telecommute may do so as a means of social distancing in response to the COVID 19 Pandemic.

This Agreement is between the District and _____ (“Employee”) and must be signed and approved by your manager or supervisor.

This Agreement is entered into as a temporary measure to address the COVID 19 Pandemic and will be only used for that purpose. This Agreement cannot be the basis for a request for future telecommuting that is not related to the COVID 19 Pandemic. Note that having successfully engaged in temporary telecommuting pursuant to this Agreement does not require management to agree to any future telecommuting.

A. Employee will temporarily telecommute according to the following schedule:

Name: _____

Employee ID: _____

Start Date: _____

End Date: _____

Regularly Assigned Place of Employment: The days the District expects the Employee to be physically present at the District Worksite are the following: (Place a check mark next to the appropriate days.)

Day	Morning		Afternoon	
	Start	End	Start	End
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				

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Telecommute: The days (“Work Schedule”) the District permits the Employee to be physically present at the **Alternate Worksite** are the following: (Place a checkmark next to the appropriate days.)

Day	Morning		Afternoon	
	Start	End	Start	End
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				

This agreement to permit Employee to telecommute is a temporary measure only and will be reviewed continuously during the period in which the District encourages social distancing as a measure intended to minimize the spread of the COVID 19 Pandemic. The District may alter this schedule or end the temporary telecommuting agreement at any time at its sole discretion.

- B. Every employee shall perform a self-assessment prior to entering a district facility in an effort to maintain employee safety and lessen the spread of COVID 19. The employee will utilize the CDC Corona Virus self-checker <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html> to complete the self-assessment. If an employee’s self-assessment indicates they should get tested or self-quarantine:
- a. The employee shall immediately notify their supervisor.
 - b. The supervisor in turn will complete an entry, on the COVID 19, Employee Reporting Maxient site located on the District’s Homepage <https://www.sjeccd.edu>. The supervisor will report:
 - i. Name of employee
 - ii. Employee ID Number
 - iii. Facility which employee is normally assigned
 - iv. Department which the employee is normally assigned
 - v. Last location, date and hours the employee last worked
 - c. The employee shall take any precautions necessary, which may include either self-quarantine for 14 days or a COVID 19 test at the health facility of their choice.
 - d. If the employee has self-quarantined for 14 days or has received a negative test for COVID 19, the employee is free to return to work (whichever comes first).
 - e. The employee will notify their supervisor prior to returning and will continue with the daily self-assessments.

If an employee tests positive for COVID 19 he/she should inform the supervisor immediately. The employee will need a medical release to return to work.

- C. All existing duties, obligations, responsibilities, and conditions of employment remain unchanged. Telecommuting employees are expected to abide by all District and departmental policies and procedures, rules and regulations, and Collective Bargaining Agreements.

Temporary Telecommuting Agreement
San Jose Evergreen Community College District
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- D. Telecommuting employees are required to perform their assigned work duties and be accessible as if they are working at their District worksite during the established telecommuting Work Schedule. Employees must be accessible during their regular scheduled hours via the manner and technology designated by their supervisor, which may include laptop computer, mobile phone, email, messaging application, video conferencing, instant messaging and/or text messaging. Employees will make themselves available to attend scheduled work meetings, trainings, and other department activities as requested or required by the Department.

During the period that Employee is temporarily telecommuting, Employee will check District-related email, telephone, or other designated communication at least twice a day.

- E. While temporarily telecommuting, employee will maintain professionalism, productivity, performance, communication, timeliness of assignments, and responsiveness standards as if Employee were not temporarily telecommuting. Employee remains obligated to comply with all District (as well as the Department's) policies and procedures.
- F. Employees who have been approved to work remotely shall be responsible to create and maintain a safe work environment. The District shall not be responsible to provide any furniture or utility subsidy to the Employee. Employees must work with their Immediate Management Supervisor to assess what is necessary to perform work at home while telecommuting.
- G. By signing this Agreement, Employee agrees to maintain a safe and ergonomically appropriate telecommuting worksite, and that Employee has reviewed the free Keenan Safe Colleges, online training, "Office Ergonomics." Upon request, the District will provide additional resources to assist Employee in assessing and maintaining the telecommuting worksite in a safe and ergonomically appropriate manner. Employee agrees to utilize these resources if needed. It is the responsibility of the employee to inform their Supervisor of additional resources needed to be ergonomically correct.
- H. All work-related injuries incurred while performing work-related tasks/duties during Employee's work hours, and all illnesses that are job-related must be reported promptly pursuant to Administrative Procedures 7343 - Industrial Accident and Illness Leave. Additional information concerning SJECCD workers compensation program and process is available via the website at <https://www.sjeccd.edu/district-services/human-resources/workers-compensation> .
- I. Employees are prohibited from having face-to-face meetings regarding District business in their homes. Employees shall opt to use video or phone conferencing to maintain social distancing guidelines and personal protection.
- J. Employee will continue to abide by practices, policies, and procedures for requesting sick, vacation, and other leaves of absence.
- K. If approved for a Virtual Private Network (VPN) account, an Employee is required to use a district or college provided computer. VPN access provides users with the same level of network access as onsite and it is vitally important to safeguard the computer, log-in credentials, data, and private information on the screen. Alternatively, Employees working at home may request

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access to a Virtual Desktop computer. A Virtual Desktop computer may be accessed by using a networked personal computer and browser. It does not require a VPN account.

Brief computer guidelines for employees working from home:

1. Do not use the district/college computer on a public wireless network without VPN turned on at all times.
2. Do not use a district/college computer in a public or home area where others may view private data on your screen (e.g., student/employee information).
3. Do not allow anyone else to use your district/college computer.
4. Do not install personal software on your district/college computer.
5. Do not share your password with anyone.
6. Log out of your computer or lock it (Windows-L) when not in use.
7. Sign-out of the VPN connection when not in use (go to VPN settings).
8. Do not store sensitive data on the computer – store it on the network shared drive.
9. Be careful when traveling with the computer – safeguard it from theft, temperature extremes, physical damage, etc.
10. Report a lost computer to the ITSS Help Desk right away.
11. Report a stolen computer to Police Services and the ITSS Help Desk right away.
12. Review the Computer and Network Use Policy and Procedure (BP/AB 3720).

Employee is responsible at all times for the access, use and security of those devices. Employee must NOT download any privacy data related to students or employees such as Personal Identifiable Information in Colleague or any other District data system to your laptop computer. Employee must be sure to connect district/college mobile devices from a secured network (one that requires a username and password). Employee must take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access while telecommuting. Employee agrees to close or secure all connections to District desktop or system resources (i.e., remote desktop, virtual private network connections, etc.) when not conducting work for the District.

- L. By signing this Agreement, Employee is also confirming they have read, understood and will comply with all Board Policies and Administrative Procedures in connection with Employee's telecommuting arrangement, including, but not limited to:

- 1) BP 3050: Institutional Code of Ethics
- 2) BP 3420: Equal Employment Opportunity
- 3) BP 3720: Computer and Network Use
- 4) BP 6450: Wireless & Cellular Telephone Use
- 5) BP 6520: Security for District Property
- 6) BP: 6535: Use of District Property
- 7) AP 7234: Overtime
- 8) AP 7344: Notifying District of Absence/Illness
- 9) AP 7343: Industrial Accident and Illness Leave

Temporary Telecommuting Agreement
San Jose Evergreen Community College District
Social Distancing Response to COVID 19 Pandemic

Employee acknowledges and understands that management may at any time adjust or end the temporary telecommuting arrangement. Management will attempt to provide at least 48 hours' advance notice of any changes to the temporary telecommuting arrangement.

- M. Employee agrees that they will be telecommuting from the following City:
_____. Employee agrees to notify their manager/supervisor in writing within three calendar days of any changes from where Employee will be temporarily telecommuting, along with the effective date(s) and duration of such change. Employee understands the District will rely on this information in determining its compliance with any local laws and ordinances while Employee is temporarily telecommuting.
- N. Any breach of the telecommuting agreement by Employee may result in termination of this Agreement, and disciplinary action as outlined in the Managers, Supervisors, and Confidential Employees Handbook.

UNDERSTOOD AND AGREED:

Employee Signature

Date

Print Name/Title

APPROVED BY:

Approver Signature (Manager/Supervisor)

Date

Print Name

Name/Title

Department

Agreement is to be turned in to and maintained by the manager.