

Temporary Telecommuting Agreement

Given the evolving nature of the COVID-19 virus, SF State encourages practical social distancing as recommended by the California Department of Public Health. As such, departments should consider ways of implementing social distancing as a method to minimize the spread of the COVID-19 virus. One such option for social distancing is Telecommuting on a temporary basis where management has determined that such temporary Telecommuting is appropriate and viable.

This Temporary Telecommuting Agreement (Agreement) should be used in all instances in which management has determined that an employee may temporarily telecommute as a means of social distancing. In addition, if an employee already has an existing telecommuting agreement in place, this Temporary Telecommuting Agreement should be used in addition so as not to modify an existing agreement because this Temporary Telecommuting Agreement provides the flexibility needed to adjust to any changing circumstances evolving as a result of the COVID-19 outbreak.

This Agreement is between SF State and _____ (“you”), and must be signed and approved by the employee’s manager and the AVP of HR at SF State. When management determines to end your temporary Telecommuting arrangement as described in this Agreement, and if you had a Telecommuting Agreement in place immediately prior to this Agreement, you should discuss with management whether any further telecommuting is appropriate.

SF State and _____ (“you”), agree that you will temporarily telecommute on the following schedule: the following days: _____ with the following frequency (such as days, week.) _____, beginning on _____. You understand that this agreement to permit you to telecommute is a temporary measure only, and will be reviewed continuously during the period in which SF State encourages social distancing as a measure intended to minimize the spread of COVID-19. Accordingly, SF State may alter this schedule or end the temporary Telecommuting agreement at any time in its discretion.

You agree to maintain a presence with your Department while temporarily Telecommuting. Presence may be maintained in the manner and using the technology, directed by the Department, which remains readily available such as by laptop computer, mobile phone, email, messaging application, videoconferencing, instant messaging and/or text messaging at all times during the times the Department expects or requires you to work.

This temporary Telecommuting arrangement will begin on _____ and will remain in effect unless altered or terminated at any time.

While temporarily Telecommuting, you will work and maintain productivity, performance, communication and responsiveness as reasonable to ensure operations are continuing.

This Agreement does not change the basic terms and conditions of your employment at SF State. You will continue to perform your duties as set forth in your job description, as well as In the Temporary Telecommuting Agreement.

If you are a non-exempt employee, you are not to work overtime without prior approval from your supervisor, and you are required to take your rest and meal breaks while Telecommuting.

