

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.

Need for Telecommuting:

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 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.

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You will be responsible for maintaining a telecommuting site that is safe and ergonomically appropriate. All injuries incurred by you during hours you are working and all illnesses that are job-related must be reported promptly to Risk Management and Workers' Compensation.

You acknowledge that if your manager deems that the temporary telecommuting arrangement described in this Agreement is not working effectively or as envisioned, management may at any time adjust or end the temporary telecommuting arrangement. Management will strive to provide at least 24 hours' advance notice of any changes to the temporary telecommuting arrangement.

You agree that effective when you begin temporarily telecommuting under this Agreement, you will be telecommuting from the following City and State: \_\_\_\_\_.

You agree to notify the Department in writing within three calendar days of any changes to the City and/or State from which you will be temporarily telecommuting, along with the effective date(s) and duration of such change. You understand SF State will rely on this information in determining its compliance with any local laws and ordinances while you are temporarily telecommuting.

Will you be working with Level 1 data while telecommuting?  Yes  No

If yes, please generally describe the type of data you work with (for example: medical records)

**\*PLEASE DO NOT PROVIDE SPECIFIC DETAILS IN YOUR DESCRIPTION.**

UNDERSTOOD AND AGREED:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title

APPROVED BY:

\_\_\_\_\_  
Approver Signature (Appropriate Administrator) Date

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Department

\_\_\_\_\_  
HR Signature

Cc: Manager  
Personnel File