

Temporary Telecommuting Agreement
Chabot-Las Positas Community College District
Response to COVID-19

MEMORANDUM OF UNDERSTANDING
TEMPORARY TELECOMMUTING AGREEMENT

In order to minimize the spread of the novel coronavirus that causes COVID-19 (referred to throughout this document as the “current health situation”), Chabot-Las Positas Community College (“CLPCCD”) or “District”) recognizes that where possible it will require employees to provide services from home during the period of the current health situation. Telecommuting will be approved on a case-by-case basis consistent with the mission of the District, the classification and assignment, and respective department or unit.

Service Employees International Union (SEIU 1021) has reviewed and agreed to the scope and form of this Temporary Telecommuting Agreement (TTA). It should be used in all instances in which it has been determined that it is possible for an employee to temporarily telecommute as a means of social distancing in response to the current health situation.

As authorized by SEIU 1021, this Agreement is between CLPCCD and _____ (“Employee”) and must be signed and approved by your manager or supervisor and the Vice Chancellor of Human Resources or designee before it becomes effective. Additionally, the District will provide a copy of this Agreement to SEIU 1021.

This Agreement is entered into as a temporary measure to address the current health situation, and will be only used for that purpose. This Agreement shall expire on the date the District determines the shelter in place order is lifted for the District. This Agreement is not precedent setting and cannot be the basis for a request for future telecommuting that is not related to the current health situation.

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:

Day	Start Time	End Time	Lunch Time
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

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- B. 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 current health situation. By mutual agreement between the Employee and their supervising manager, the telecommuting Work Schedule of the Employee may be altered. Employees who cannot perform all functions and duties consistent with their classification and job description remotely, will be provided the ability to participate in professional development opportunities or other compensable work, to the extent possible. The District may end the temporary telecommuting agreement at any time in its sole discretion.

- C. All existing duties, obligations, responsibilities, and conditions of employment remain unchanged to the extent those duties, obligations, responsibilities do not pose a health risk to the employee and thus further spread the coronavirus. Telecommuting employees are expected to abide by all District and departmental policies and procedures, rules and regulations, and District Policies and Procedures.

- 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 at all times during their temporary telecommute scheduled work times via the manner and technology designated by their supervisor, which may include laptop computer, email, messaging application, video conferencing, instant messaging. When the supervisor and employee agree, this can include mobile phone and texting from a personal device.

- E. During the period that Employee is temporarily telecommuting, Employee will check District-related email, telephone, or other designated communication methods on a consistent basis as if Employee were working at a District work site.

- F. 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.

- G. [For Non-Exempt Employees] Employee may not deviate from their assigned work schedule, and is required to take rest and meal breaks while telecommuting in full compliance with their collective bargaining agreement. Employee is prohibited from working additional hours outside of their temporary telecommute work schedule, and is expressly prohibited from working overtime without prior written approval from their supervisor.

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- H. Employee is solely responsible for the configuration of and all of the expenses associated with establishing and maintain a telecommuting workspace and related telecommunications services, including network costs, workspace furniture, energy or data charges, unless the Department expressly agrees otherwise in advance of Employee incurring the cost. Employees and their immediate supervisor/manager will work together if there is a request made by employee to use existing ergonomic equipment or furniture (i.e. chairs) for use in the remote/home environment. Employee will return any equipment or furniture upon the expiration of this agreement.
- I. By signing this Agreement, Employee certifies that they will maintain a safe and ergonomically appropriate telecommuting worksite. Upon request, the District will direct employees to resources to learn about how to assess and maintain their telecommuting worksite in a safe and ergonomically appropriate manner. Employee agrees to utilize these resources if needed. Employee further agrees to furnish and maintain their telecommuting worksite in a safe manner consistent with the requirements of the District, state and federal safety regulations.
- J. Workers Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Employee must report any such work-related injuries to their supervisor immediately. The District shall not be responsible for injuries or property damage unrelated to such work activities that might occur, including injuries to third persons or members of the Employee's family when said injuries occur at employee's alternate work location as per normal policies and practices as defined by Workers' Compensation law.
- K. Employee will continue to abide by the District's practices, policies, and procedures for requesting sick, vacation, personal necessity, and other leaves of absence.
- L. Some employees may need to access the private District data network via a virtual private network (VPN) account. If approved for a VPN account, Employee is required to use a District provided and managed laptop computer. Personal devices are prohibited on the private District network. Employees agrees to use District provided equipment and private network access only as prescribed by District information Technology Services.
- M. If Employee will use a personal mobile device or personal desktop while telecommuting for purposes other than accessing the private District network, Employee must consult with their manager as well as the District's Information and Technology Resources staff

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to ensure appropriate set-up of the personal device(s). Employee is prohibited from tampering with any software, firmware or hardware provided by the District. District-owned software may not be loaded onto Employee's personal devices to enable Employee to perform District work. The District will not be responsible for troubleshooting or resolving problems arising from use of personal devices or Internet connections.

- N. Regardless of whether using personal or District-owned devices for District work while telecommuting, Employee is responsible at all times for the access, use and security of those devices. Employee must NOT download any private data related to students or employees such as Personal Identifiable Information (PII) from any District data system. Employee must be sure to connect mobile devices from a secured network (one that requires a username and password). Networks made available at public locations such as coffee shops, restaurants and hotels are not considered secured. 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. Approval to use non-District issued devices can be revoked at any time.

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 your telecommuting arrangement, including, but not limited to:

[Ethics / Equal Employment Opportunity / Overtime / Computer and Information
Technology Use / Workplace Safety, Etc.]

Employee acknowledges and understands that management may at any time adjust or end the temporary telecommuting arrangement. Management will attempt to provide at least one (1) week advance notice of any changes to the temporary telecommuting arrangement.

Employee agrees that they will be telecommuting from the following City: _____.
Employee agrees to notify the Department in writing within three (3) calendar days of any changes from which 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.

Any breach of the telecommuting agreement by Employee may result in termination of this Agreement, disciplinary action up to and including termination of employment, or both. The

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employee will be afforded all due process rights outlined in the collective bargaining agreement and applicable policies and procedures.

UNDERSTOOD AND AGREED:

Employee Signature

Date

Print Name/Title

APPROVED BY:

Approver Signature (Manager/Supervisor)

Date

Printed Name

Title

Department

CONFIRMED ON AUTHORITY OF *VICE CHANCELLOR OF HUMAN RESOURCES*:

Printed Name

Date

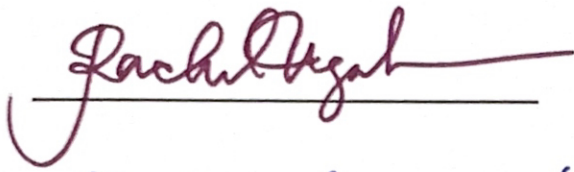
cc: Manager
 Personnel File
 Union Representative

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This agreement has been approved by SEIU Local 1021 and the Chabot-Las Positas Community College District on April 27, 2020.

For SEIU 1021:

For CHABOT-LAS POSITAS COMMUNITY
COLLEGE DISTRICT:

A handwritten signature in red ink, appearing to read "Rachel Regal", written over a horizontal line.

Stephen Sommers / RAU

A handwritten signature in blue ink, consisting of several overlapping loops and a vertical stroke, written over a horizontal line.