

Temporary Telecommuting Agreement
Pasadena Area Community College District
Social Distancing Response to Current Health Situation

In order to minimize the spread of COVID-19 virus (referred to throughout this document as the “current health situation”), Pasadena Area 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 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.

Your union 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 may temporarily telecommute as a means of social distancing in response to the current health situation.

As authorized by your union, this Agreement is between the District and _____ (“Employee”) and must be signed and approved by your manager or supervisor and the Assistant Superintendent/Vice President, Human Resources before it is effective. Additionally, the District will provide a copy of this Agreement to your union.

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 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:

Start Date: _____

Day(s) of the week: _____

Frequency: _____

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. The District may alter this schedule or end the temporary telecommuting agreement at any time in its sole discretion.

- B. All existing duties, obligations, responsibilities, and conditions of employment remain unchanged. Telecommuting employees are expected to abide by all District and

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Pasadena Area Community College District
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departmental policies and procedures, rules and regulations, Collective Bargaining Agreements, and District Policies and Procedures.

- C. 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, mobile phone, email, messaging application, video conferencing, instant messaging and/or text messaging. Employees will make themselves available to physically 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 methods on a consistent basis as if Employee were working at a District work site.

- D. 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.
- E. [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 approval from their supervisor. Employee is required to notify their supervisor within one business day of any failure to take a scheduled rest or meal break, or any work performed outside of the established temporary telecommute schedule.
- F. Employee is solely responsible for the configuration of and all of the expenses associated with establishing and maintaining 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.
- G. By signing this Agreement, Employee certifies that they will maintain a safe and ergonomically appropriate telecommuting worksite, and that they have 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.

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Pasadena Area Community College District
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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. Employee's remote worksite shall be subject to safety compliance inspection by District-authorized individuals during the telecommuting schedule, if necessary.

- H. All injuries incurred by Employee during hours that Employee is working, and all illnesses that are job-related must be reported promptly pursuant to Administrative Procedures 7343 - Industrial Accident and Illness Leave. Additional information concerning the District's workers compensation program and process is available can be provided to you by contacting Cha Mancini, Risk Management Services Technician at (626) 585-7507 or via email at CMMANCINI@pasadena.edu.
- I. Employee will continue to abide by practices, policies, and procedures for requesting sick, vacation, and other leaves of absence.
- J. If approved for a Virtual Private Network ("VPN") account, Employee is required to use either a mobile device (for example, laptops, tablets), or a personal desktop and, if approved by the Department, a mobile phone owned and issued by the District.

If Employee will use a personal mobile device or personal desktop while telecommuting, Employee must consult with their manager as well as the District's Information Systems staff 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 or loaded onto Employee's personal devices to enable Employee to perform District work.

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 privacy data related to students or employees from Banner or any other District data system. Employee must be sure to connect 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. Approval to use non-District issued mobile devices can be revoked at any time.

- K. 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:

Temporary Telecommuting Agreement
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- 1) BP 3050: Professional Ethics of Faculty
- 2) BP 3060: Professional Ethics of Management
- 3) BP 3070: Professional Ethics of Clasified Staff
- 4) BP 3420: Equal Employment Opportunity
- 5) BP 3720: Computer and Network Use
- 6) BP 6450: Wireless or Cellular Telephone Use
- 7) BP 6520: Security for District Property
- 8) AP 3720: Computer and Network Use
- 9) AP 3721: Electronic Communications
- 10) AP 3723: Remote Access

- L. 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 the Department in writing within three 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.
- N. 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.

UNDERSTOOD AND AGREED:

Employee Signature

Date

Print Name/Title

Temporary Telecommuting Agreement
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APPROVED BY:

Approver Signature (Manager/Supervisor)

Date

Print Name

Name/Title

Department

Human Resources Signature

cc: Manager
 Personnel File
 Union Representative