

Temporary Telecommuting Agreement

Given the evolving nature of the COVID-19 virus, CSUEB 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 in light of (among other things) an employee's job duties.

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, the terms of this Temporary Telecommuting Agreement shall control for such time as this Agreement remains in force due to the COVID-19 outbreak, as this Agreement is intended to provide the flexibility needed to adjust to changing circumstances as a result of the COVID-19 outbreak.

This Agreement is between CSUEB and _____ ("you"), and must be signed and approved by your manager and the AVP of HR at CSUEB. 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. The determination of whether any further telecommuting is appropriate shall be made solely by management at that time.

CSUEB and _____ ("you") agree that you will temporarily telecommute in accordance with the following schedule, subject to any qualifications or restrictions that may be communicated to you by management now and/or during the pendency of this temporary arrangement: you will temporarily telecommute on the following days: _____ with the following frequency (such as days, week.) _____, beginning on _____.

You understand that this agreement granting you limited, short-term permission to telecommute is a temporary measure only, and will be reviewed continuously during the period in which CSUEB encourages social distancing as a measure intended to minimize the spread of COVID-19. Accordingly, CSUEB may alter this schedule and/or end the temporary Telecommuting agreement and arrangement at any time in its discretion.

You agree to maintain a presence with your Department while temporarily Telecommuting and to abide by management's lawful directives to report to duty, if required or requested by management. 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 by CSUEB 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 CSUEB. You will continue to perform your duties as set forth in your job description, as well as in the Temporary Telecommuting Agreement.

