



TEMPORARY TELECOMMUTER AGREEMENT

UNIVERSITY PERSONNEL | 408-924-2250 | equal employment@sjsu.edu

Name of Telecommuter: _____ Employee ID: _____

Title: _____ Division/Department: _____

Exempt:

Non-Exempt:

Both San José State University (“University”) and the Telecommuter acknowledge and agree that home based telecommuting or working from a University provided property is voluntary for both parties, must be approved in advance, and may be discontinued by either party at will and without cause, unless the University requires the employee to telecommute in the case of emergency business need. The University encourages departments to consider ways of implementing social distancing as a method to minimize the spread of the COVID-19 virus (referred to throughout this document as the current health situation). One such option for social distancing is telecommuting on a temporary basis where management has determined that such temporary telecommuting is appropriate and viable.

Employees (“Telecommuters”) who are authorized to perform work at off-site work locations must meet the same standards and professionalism as is expected of San José State University employees at onsite work locations in terms of job responsibilities, work products, customer and public contact. The Telecommuter also agrees to abide by all applicable policies and procedures of the University or within the employee’s department.

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 instead of modifying an existing agreement because this Temporary Telecommuting Agreement provides the flexibility needed to adjust to any changing circumstances as the current health situation continues to evolve.

This Agreement is between San José State University and _____ (“you”), and must be signed and approved by the employee’s appropriate administrator and the vice president or dean of the unit.

This Agreement supersedes any prior Telecommuting Agreement in place between you and the University (if any). 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.

If further telecommuting is deemed appropriate by management, a new Telecommuting Agreement should be prepared and signed. Note that having successfully engaged in temporary telecommuting pursuant to this Agreement does not require management to agree to any future telecommuting.

1. We (San José State University and you) agree that you will temporarily telecommute on the following schedule: the following days: _____ with the following frequency (such as each week, every other week, each month, etc.) _____, 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 San José State University encourages social distancing as a measure intended to minimize spread of the current health situation. Accordingly, the University may alter this schedule or end the temporary telecommuting agreement at any time in its discretion.
2. 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 personal or university owned desktop or 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. You are expected to maintain the same response times as if you were at Regular SJSU Work Location. You will make yourself available to physically attend scheduled work meetings as requested or required by the Department.
3. This temporary telecommuting arrangement will begin on _____ and will remain in effect unless altered or terminated at any time as described in paragraphs listed above. While temporarily telecommuting, you will work just as if you were in your Regular Work Location and maintain productivity, performance, communication and responsiveness standards as if you were not temporarily telecommuting. This Agreement does not change the basic terms and conditions of your employment at San Jose State University. You will perform all of your duties as set forth in your job description, as well as those additional and/or different duties that the Department may assign from time to time. Further, you remain obligated to comply with all University (as well as the Department's) policies and procedures.
4. If you are a non-exempt employee, you are not to work overtime without prior approval from your appropriate administrator, and you are required to take your rest and meal breaks. You are required to notify your manager within one business day if you believe you were unable to take a rest or meal break on a day on which you telecommuted.
5. You will be solely responsible for the configuration of and all of the expenses associated with your telecommuting workspace and all services unless the Department expressly agrees otherwise. This includes ensuring and maintaining an ergonomically appropriate and safe telecommuting worksite.
6. All injuries incurred by you during hours you are working and all illnesses that are job-related must be reported promptly to your appropriate administrator. Additional information concerning the University's workers compensation process is found at the University Personnel website:
http://www.sjsu.edu/up/all_forms/workers_comp_docs/index.html
7. The Telecommuter agrees to abide by the licensing regulations and restrictions for all software under license to San José State University. The Telecommuter agrees to protect University information from unauthorized disclosure or damage and will comply with federal, state, and University rules, policies and procedures regarding disclosure of public and official records. The University will not be liable for damages to the Telecommuter's property that may result from participating in the telecommuting program. The Telecommuter hereby waives all rights to pursue legal action for such damage.
8. The Telecommuter hereby releases the University from liability for the use of personal equipment, as applicable, and off-site workspace or physical conditions associated with the workplace. The University is not responsible for operating costs, home maintenance property or liability insurance, or other incidental expenses (utilities, cleaning

services, etc.) associated with telecommuting, the off-site workplace or use of the Telecommuter's home, with the exception of damage resulting from University-owned equipment that has been documented as defective and documented as causing the damage.

9. The process for all benefits and leave requests must be followed and must be approved in advance by the Appropriate Administrator.
10. The Telecommuter agrees to surrender all University equipment and/ documents immediately upon request.
11. This agreement, unless as stated otherwise above, expires based on the circumstance of the emergency business need. By signing this form, the employee understands the University's Telecommuting Policy and agrees to abide by the terms as set forth in the policy and agreement, or in any policy superseding this policy that has been initiated through appropriate bargaining unit procedures

SIGNED AND AGREED BY:

• Employee Signature: _____ Date: _____

Print Name: _____

• Appropriate Administrator (MPP) Signature: _____ Date: _____

Print Name: _____

• AVP/Dean Signature (if applicable): _____ Date: _____

• VP Signature: _____ Date: _____

SAVP, University Personnel Signature: _____ **Date:** _____

Approved

Not Approved

Note - if sending in DocuSign please activate optional checkboxes for "Approved" and "Not Approved"
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