



Temporary Telecommuting Remote Work Agreement COVID-19

The University of San Francisco encourages departments and divisions 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 working remotely on a temporary basis where management has determined that such temporary remote work is appropriate and viable. This Temporary Telecommuting Remote Work COVID-19 Agreement should be used in all instances in which management has determined that an employee may temporarily work remotely as a means of social distancing. In addition, if an employee already has an existing telecommuting agreement in place, this Telecommuting Remote Work COVID-19 Agreement should be used instead of modifying an existing agreement because this Telecommuting Remote Work COVID-19 Agreement provides the flexibility needed to adjust to any changing circumstances as the current health situation continues to evolve.

This Agreement is between the University of San Francisco and _____ (“you”), and must be signed and approved by the employee’s manager or supervisor and Dean/Vice President. This Agreement supersedes any prior Telecommuting Agreement in place between you and USF (if any). When management determines to end your temporary remote work 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 remote work is deemed appropriate by management, a new Agreement should be prepared and signed. Note that having successfully engaged in temporary remote work pursuant to this Agreement does not require management to agree to any future remote work.

- A. We (USF and you) agree that you will temporarily work remote on the following schedule: the following days: _____ with the following frequency (such as each week, every other week, each month, etc.) _____. You understand that this agreement to permit you to work remote is a temporary measure only, and will be reviewed continuously during the period in which USF encourages social distancing as a measure intended to minimize spread of the current health situation. Accordingly, USF may alter this schedule or end the temporary remote work agreement at any time at its discretion.
- B. You agree to maintain a presence with your Department while temporarily working remote. 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. You are expected to maintain the same response times as if you were at a Regular USF Work Location. You will make yourself available to physically attend scheduled work meetings as requested or required by the Department.
- C. This temporary remote work arrangement will begin on _____ and will remain in effect unless altered or terminated at any time as described in paragraph A above.

- D. While temporarily working remote you will work just as if you were in your Regular USF Work Location and maintain productivity, performance, communication and responsiveness standards as if you were not temporarily remote working. This Agreement does not change the basic terms and conditions of your employment at USF. 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.
- E. If you are a non-exempt (hourly) 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 working remotely in full compliance with federal, state and local guidelines. You agree to follow such procedures as your manager or your Department may establish in order to minimize the likelihood of interruptions or delays to your rest or meal breaks in a way that causes a violation of USF policy. You are required to notify your manager within one business day if you believe you were unable to take a rest or meal break in full compliance with the requirements of federal, state or local policy on a day on which you worked remotely.
- F. You will be solely responsible for the configuration associated with your remote workspace. This includes ensuring and maintaining an ergonomically appropriate and safe remote worksite. By signing this Agreement, you are certifying such is the case and that you have reviewed the [myUSF Benefits Ergonomic page](#) and have viewed the [Workplace Ergonomic video](#). You agree that you will utilize these resources for the purpose of assessing and maintaining your remote worksite in a safe and ergonomically appropriate manner.
- G. All injuries incurred by you during hours you are working and all illnesses that are job-related must be reported. Review the [USF's workers compensation](#) policy for more detailed information.
- H. Generally, you are required to use a USF-issued laptop for working remote, if approved by your department to work remote and you do not have a USF-issued laptop, you are temporarily permitted to use your personally owned computer. For more information and guidelines on phone use options for working remote, please visit the [ITS Service Now page](#) for complete details. You are prohibited from tampering with any software, firmware or hardware provided by USF or loaded onto your personal mobile devices to enable you to perform USF work. Regardless of whether using personal or USF-owned mobile devices for USF work while working remote, you are responsible at all times for the access, use, security and cost of those mobile devices.

This Agreement is subject to all applicable University policies, procedures, and collective bargaining agreements. By signing this agreement, you are also confirming you have read, understood, and will comply with all provisions in connection with your remote work arrangement, including but not limited to, Workplace Conduct, Workplace Health & Safety, Conflict of Interest and the Anti-Harassment and Discrimination Policy.

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

- I. You agree that effective when you begin temporarily working remote under this Agreement, you will be working remote 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 working remote, along with the effective date(s) and duration of such change. You understand USF will rely on this information in determining its compliance with any local laws and ordinances while you are temporarily working remote.

UNDERSTOOD AND AGREED:

Employee Signature

Date

Print Name/Title

APPROVED BY:

Approver Signature (Manager/Supervisor)

Date

Print Name/Title

Department

Approver Signature (Dean/Vice President)

Date

Print Name/Title

Department