

CHAPTER 4: Classified Personnel
ADMINISTRATIVE PROCEDURE NO. 4.10.1

Administrative Procedure
San Mateo County Community College District

Subject: Interim AP 4.10.1 Telework Program

Policy References:

1. Telework Program

District and college classified and administrative staff are eligible to request a telework schedule on an annual basis. The District will carefully review the conditions and schedules conducive to telework arrangements and program effectiveness with the leadership of the colleges and District and ensure student-centric decision-making.

Participation in the telework program is optional and available for positions meeting specific eligibility requirements. Telework arrangements must be approved by the District and colleges as outlined in this administrative procedure.

2. Definitions

- a. **Telework:** A telework site arrangement that allows employees to conduct a portion of their work away from the official work site. Based on operational needs, employees will be expected to have a regular in-person presence at their official work site based on their approved schedule. The immediate supervisor and next-level administrator determine the number of days and which days an employee may be allowed to telework. Exceptions may only be approved by the College President or Chancellor, as appropriate.
- b. **Official Work Site:** The employee's District-provided work site. This is the employee's usual and customary work address.
- c. **Telework Site:** A specific location away from the District-provided work site where the employee is authorized to conduct business. This location must meet all criteria set forth in the Telework Plan and be approved in advance by the employee's immediate supervisor and next-level administrator. Any changes in the location of the telework site must be approved in advance.
- d. **Telework Plan:** Forms furnished by the District and completed by the employee and supervisor to approve the location, hours, and job responsibilities of the employee while working away from the Official Work Site. Each approved Telework Plan shall be effective for a specified period, not to extend beyond a twelve-month term.

- e. Non-Student-Facing Positions: In general, non-student facing positions:
 - i. Do not involve face-to-face customer service duties for students or the public;
 - ii. Do not require the supervision of students or offices;
 - iii. Do not provide crucial office or workplace coverage necessary for the smooth operations of the unit to which they are assigned;
 - iv. Do not provide a service that must be conducted on a campus;

Management may apply more rigorous criteria for determining whether an employee or position is appropriate for participation in the telework program depending on the nature of the work.

- f. 4-1 Work Week: Four days on-site and one day at the telework site.

3. Supervisor Responsibilities

- a. Supervisors must provide timely support, feedback, and direction for employees working remotely in a substantially similar manner to employees working onsite. Supervisors must be available through regular communication methods during their work hours, with clear expectations and responses to employees' communications.
- b. Supervisors must proactively monitor employee performance, provide support and feedback, and ensure services and operations are not negatively impacted by telework assignments. Supervisors must manage coverage and availability of services to ensure students, other District employees, and/or the public receive timely and adequate service.
- c. Supervisors must ensure employees are eligible to participate in the Telework Program and maintain eligibility or promptly notify HR and the employee(s) when they are no longer eligible for participation in the Telework Program.
- d. Supervisors must ensure employees comply with all confidentiality and privacy requirements and District ITS policies and guidelines. Supervisors shall endeavor to provide equitable telework opportunities to all employees under their supervision.

4. Participant Responsibilities

- a. Participating employees' specific telework and job responsibilities are to be discussed and confirmed in the Telework Plan.
- b. The terms of the Telework Plan are subject to change by the District as necessary.

5. Telework Plan Approval Process. Steps of the Telework Plan approval process:

- a. Meet with supervisor to discuss participation in the Telework Program;
- b. Complete all sections of the Telework Plan;

- c. Sign the applicable forms and obtain supervisor and next-level administrator signatures indicating approval; and
- d. Human Resources will maintain fully executed Telework Plans.

TELECOMMUTING WORK PLAN AGREEMENT

Date Submitted:
 Requested Start Date:
 Requested End Date:
 Select One:

- This is a new Telework Plan
- This is a revised Telework Plan
- This is a renewal of an existing Telework Plan

Employee Information

Name: Department:
 G-Number: Supervisor Name:
 Classification:

This Telework Plan specifies the conditions applicable to an arrangement for performing work at a Telework Site on a temporary or intermittent basis. This Telework Plan begins on _____ and continues until _____. This Telework Plan is at the discretion of the Chancellor/President or designee and subject to ongoing review. Any change of location to the Telework Site requires prior approval from the supervisor. This agreement may be modified or terminated at any time with five working days notice.

Proposed Work Schedule

	Monday	Tuesday	Wednesday	Thurs	Friday
Work Site (OWS, TS)					

* Official Work Site, Telework Site

The Telework Site is: _____
 Street, City

Terms

1. **Job Responsibilities:** The employee will continue performing all responsibilities while teleworking. In accordance with the Telework Plan, the employee will meet or communicate with their supervisor regarding their job responsibilities. The supervisor shall formulate objectives, expectations, and procedures for evaluating work productivity while the employee is teleworking.

The employee agrees to promptly notify their supervisor when unable to perform work assignments due to equipment failure or other unforeseen circumstances.

2. **Compliance with District Policies:** The employee agrees to comply with all applicable District policies and procedures and within the employee’s department as if they were working on-site.

3. **Outside Employment:** The employee acknowledges that teleworking is not intended to allow employees to pursue outside employment, run their own business, or engage in personal activities

during working hours without approved leave.

4. **Accessibility While Teleworking:** The employee agrees to maintain daily communication during the workdays and hours specified in their Telework Plan. Daily communication must be maintained in a manner directed by the supervisor, including utilizing readily available technology ordinarily used in the workplace, such as District-issued computers and software (e.g., Teams Chat, Slack, Email, Zoom, Zoom Phone) at all times during the Telework Plan days and hours. The employee is expected to communicate virtually as they would on-site.

5. **Telework Schedule:** The employee agrees to maintain a consistent schedule of work hours and days, in accordance with the Telework Plan to ensure regular and predictable contact with District employees. A determination of flexibility in work hours and days, where feasible, given the employee's job responsibilities, may be made on a case-by-case basis and must be pre-approved by the supervisor and stated in the Telework Plan.

6. **Scheduled Hours and Overtime for Non-Exempt Employees:** Non-exempt employees must receive written authorization from their supervisor before performing any additional work outside of their assigned schedule while teleworking. This includes working overtime, extra time, and/or compensatory time. The District will terminate the Telework Plan for any non-exempt employee who fails to secure written authorization before teleworking outside their approved and scheduled work hours.

7. **Meal and Rest Breaks:** Non-exempt employees must take meal and rest breaks while teleworking, just as they would if they were reporting to work at their Official Work Site.

6. **Equipment and Designated Workspace:** The employee is responsible for ensuring that their Telework Site complies with health and safety requirements. All equipment must be installed and maintained by the employee in accordance with the Telework Plan.

Any maintenance of District-supplied equipment for teleworking, including but not limited to hardware upgrades and software installation, must be performed by District authorized personnel or only with the written approval of the Office of Information Technology. If directed by their supervisor, the employee must bring District equipment to a designated District location. The District will repair or replace any damaged or lost equipment at its sole discretion and so long as the employee complies with the terms listed in the Telework Plan.

The employee is responsible for returning District-owned equipment upon request from their supervisor, when the Telework assignment ends, or upon separation from employment.

7. **Training:** The employee agrees to complete any required teleworking training assignment as part of the Telework Program assessment.

8. **Security/Confidentiality of Information:** The employee shall follow all appropriate rules and regulations regarding the security and confidentiality of information, including computer data and file security. The employee will apply approved safeguards to protect records from unauthorized disclosure or damage, which includes using Multi-Factor Authentication and Virtual Private Networking as required by the District. The use of MFA and VPN may require the employee to use a personal mobile phone to verify their identity; mobile phone services required for this purpose are the responsibility of the

telecommuter. All District records, papers, and correspondence must be safeguarded for their return to the Official Work Site. Any breach of confidential information at the Telework Site must be immediately reported to the Office of Informational Technology (OfficeofCTO@smccd.edu).

9. **Costs:** The employee is expected to provide any necessary hardware and internet/mobile phone services required to connect to District information sources. The District will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., internet/mobile phone services, utilities, home insurance), associated with the employee's Telework Plan.

Basic office supplies may be obtained through normal departmental procurement procedures.

10. **Workers' Compensation:** The employee is covered by Workers' Compensation if injured while performing official duties at the Telework Site. If an employee incurs a work-related injury while teleworking, the employee shall report any work-related injuries or accidents to their supervisor as immediately as possible and no later than 24 hours after the incident.

11. **Liability:** The employee agrees to hold the District harmless for any injuries, accidents, or damages to any third parties at the Telework Site. The District shall have no responsibility to reimburse the employee for any wear and/or repair of non-District property, even if such property is used by the employee in connection with a Telework Plan. Tax implications of teleworking are the responsibility of the employee.

12. **Dependent Care:** The employee agrees that a Telework Plan will not be a substitute for child or dependent care. If a child or dependent is present during scheduled telework hours, the employee must agree to plan for the care of that child or dependent. If a child or dependent is ill, the employee may, on a temporary basis, provide primary care for that child or dependent while teleworking, subject to the approval of the employee's supervisor.

13. **Sick and Vacation Leaves:** The employee agrees that teleworking is not a substitute for sick or vacation leave. If the employee is sick or unable to work at the Telework Site, the employee shall report those absences when they are unable to work as they would at their Official Work Site.

14. **Liability Considerations:**

If the employee is conducting preapproved District business and their actions are within the course and scope of their employment, the District's liability is the same whether the employee is at the Telework Site or at the Official Work Site. Therefore, the employee must keep their Telework Site in a business-like manner and as hazard-free as their Official Work Site to minimize the chance of accidents. Work-related accidents shall be reported to the supervisor and the Office of Human Resources immediately.

15. **Health and Safety:**

The Telework Site must be clean and free from obstructions and in compliance with all building codes. The Telework Site must be free of hazardous materials. The employee is responsible for ensuring their Telework Site complies with these health and safety requirements. In addition, the employee should have furniture, seating, and lighting that are conducive to a good work environment. The Telework Site should be as distraction-free as possible, especially if other household members are present during working hours. Management may deny an employee the opportunity to telework or may rescind a telework agreement based on unsafe or hazardous conditions at the Telework Site.

16. Telework Safety Self-Attestation:

Maintaining a safe Telework Site is the employee's responsibility. The employee shall read and complete the self-certification safety checklist identified as Attachment A, discuss any concerns with their supervisor, and report accidents or injuries immediately to their supervisor.

17. Discontinuing Participation:

All parties understand the Telework Plan may be terminated by the District or the employee:

- For any reason, upon providing the employee five working days prior written notice.
- For cause, upon providing 24 hours prior explanation to the employee. All verbal explanations are to be followed with a written explanation within three working days.
- The employee should return to the Official Work Site if equipment failure leads to the loss of more than one day's period of work. The employee will remain at their Official Work Site until such time as the equipment is again functional.

Abuse of teleworking or violations of this agreement may result in the Telework Plan being discontinued.

The supervisor may determine that in an emergency, a Telework Plan schedule may have to be adjusted or that a temporary suspension of the Telework Plan due to operational necessity is required.

Acknowledgment and Approvals

I, _____, voluntarily request to participate in the Telework Program for San Mateo County Community College District. I understand, acknowledge, and agree to the preceding terms of the Telework Plan Agreement.

Approved: _____
Employee

Supervisor

Chancellor/President or Designee

Attachment A

Self-Certification Checklist for Telework Site

I, _____, self-certify that I have the following equipment and conditions at my approved Telework Site as required by the Telework Program:

- District-issued computer and communications equipment (e.g., District-issued phone, webcam, docking station, monitor, etc.)
- Office-equivalent furniture
- Electrical power
- Adequate lighting
- Working smoke detector
- High-speed internet access