

Yuba Community College District

Telecommuting Protocols

Emergency Telecommuting Protocols

The purpose of these Emergency Telecommuting Protocols is to ensure that essential District functions continue to be performed at an alternative location during the disruption of normal operations. The District will implement these Protocols in keeping with the mission of the District and the respective Department. These Protocols are in response to an emergency and the College President or Chancellor has the sole discretion to withdraw or change these Protocols if deemed necessary.

The Vice Chancellors, College Presidents or designees shall designate and authorize specific times in which an Emergency Telecommuting Agreement (“ETA” or “Agreement”) shall apply. Any ETA is subject to the terms and conditions set forth below.

Eligibility Criteria

Telecommuting is not suitable for all employees or positions. The Vice Chancellors, College Presidents or designees has the discretion to determine the employees and positions who may telecommute on an emergency basis utilizing criteria that includes, but is not limited to:

1. The operational needs of the employee’s department and the District;
2. The potential for disruption to the District’s functions;
3. The ability of the employee to perform his or her specific job duties from a location separate from his or her District or Campus worksite (“Alternate Worksite”) without diminishing the quantity or quality of the work performed;
4. The degree of face-to-face interaction with other District employees and the public that the employee’s position requires;
5. The portability of the employee’s work;
6. The ability to create a functional, reliable, safe, and secure Alternate Worksite for the employee at a reasonable cost;
7. The risk factors associated with performing the employee’s job duties from a location separate from his or her District Worksite;
8. The ability to measure the employee’s work performance from a location separate from his or her District Worksite;
9. The employee’s supervisory responsibilities;
10. The employee’s need for supervision;
11. Other considerations deemed necessary and appropriate by the employee’s immediate supervisor, Department Dean/VP, and the Chief Human Resources Officer.

Telecommute Assignment:

1. Any ETA is only valid for the time specified in the Agreement. The Agreement is invalid after this time unless the District approves an extension in writing. The District may, in its sole discretion, decide to terminate the Agreement earlier.

2. Employee acknowledges and agrees that the ETA is temporary and subject to the sole discretion of management. The District will approve telecommuting on a case-by-case basis consistent with the eligibility criteria above.
3. Non-exempt employees who are entitled to overtime shall set a work schedule in the ETA, including rest and meal breaks (“Work Schedule”). Any deviation from the Work Schedule must be approved in advance, in writing, by management. Non-exempt employees must take meal and rest breaks while telecommuting, just as they would if they were reporting to work at their District worksite. Non-exempt employees may not telecommute outside their normal work hours without prior written authorization from their supervisor. A non-exempt employee who fails to secure written authorization before telecommuting outside his or her normal work hours may face discipline in accordance with the District’s policy for working unauthorized overtime.
4. Telecommuting employees are required to be accessible in the same manner as if they are working at their District worksite during the established telecommuting Work Schedule, regardless of the designated location for telecommuting, or “Alternate Worksite.” Employees must be accessible via telephone, email, videoconference, or network access to their supervisor and other District employees while telecommuting, as if working at their District worksite. Employees shall check their District-related business phone messages and emails on a consistent basis, as if working at their District worksite.
5. Employees shall work on a full-time basis, according to the Work Schedule. Employees are required to maintain an accurate record of all hours worked at the Alternate Worksite and make that record available to his or her supervisor upon request. Employees shall report all non-productive work time to his/her supervisor.
6. While telecommuting, employees shall adhere to the following:
 - a. Be available to the department via telephone or email during all ETA designated work hours.
 - b. Have the Alternate Worksite be quiet and reasonably free of distractions, with reliable and secure internet or wireless access.
 - c. All periods of employees’ unavailability must be approved in advance by management in accordance with department policy and documented on the appropriate leave of absence form.
 - d. Employees shall ensure dependent care will not interfere with work responsibilities.
 - e. Employees must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.
 - f. If the District has provided District owned equipment, employees agree to follow the District’s policy for the use of such equipment. Employees will report to their supervisor any loss, damage, or unauthorized access to District owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.

General Duties, Obligations, and Responsibilities:

Employees must adhere to the provisions set forth in these Protocols and the terms of the ETA. Any deviation from the ETA requires prior written approval from the District.

1. All existing duties, obligations, responsibilities, and conditions of employment remain unchanged. Telecommuting employees are expected to abide by all District and departmental policies and procedures, rules and regulations, applicable Memoranda of Understanding, and all other official District documents and directives.
2. Employees authorized to perform work at an Alternate Worksite must meet the same standards of performance and professionalism expected of District employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other District employees and the public.
3. Employees shall ensure that all official District documents are retained and maintained according to the normal operating procedures in the same manner as if working at a District worksite.
4. Employees may receive approval to use personal computer equipment or be provided with District issued equipment at the sole discretion of the Vice Chancellors, College Presidents or designees.
5. The District shall not be responsible for costs associated with the use of computer or cellular equipment, including energy, data or maintenance costs, network costs, home maintenance, home workspace furniture, ergonomic equipment, liability for third party claims, or any other incidental costs (e.g., utilities associated with the employee's telecommuting).
6. Employees may receive a virtual private network ("VPN") account, as approved by the Vice Chancellors, College Presidents or Chief Technology Officer.
7. Employees shall continue to abide by practices, policies, and procedures for requests of sick, vacation and other leaves of absences. Requests to take vacation or take other time off from work must be pre-approved in writing by each employee's supervisor. If an employee becomes ill while working under an ETA, he/she shall notify his/her supervisor immediately and report on his/her Leave Request Form any hours not worked due to incapacitation.
8. Requests to work overtime must be approved in advance, in writing by their immediate supervisor at his or her sole discretion. These requests will be severely limited to extraordinary circumstances. A non-exempt employee who fails to secure written authorization before working overtime may face discipline in accordance with the District's policy for working unauthorized overtime.
9. Employees must take reasonable precautions to ensure their devices (e.g., computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the District's network and must close or secure all connections to District desktop or system resources (e.g., remote desktop, VPN connections, etc.) when not conducting work for the District. Employees must maintain adequate firewall and security protection on all such devices used to conduct District work from the Alternate Worksite.
10. Employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the District's records retention policies, especially as it pertains to the Public Records Act. Employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to

District work they access from the Alternate Worksite or transport from their District worksite to the Alternate Worksite. Employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their District worksite to the Alternate Worksite. Employees must return all records, documents, and correspondence to the District at the termination of the ETA or upon request by their supervisor, Vice Chancellors, College Presidents or designees, or Office of Human Resources.

11. Employees' salary and benefits remain unchanged. Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Employees must report any such work-related injuries to their supervisor immediately. The District shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third persons when said injuries occur at the Alternate Worksite.
12. All of Employees' existing supervisory relationships, lines of authority and supervisory practices remain in effect. Prior to the approval of this Agreement, supervisors and employees shall agree upon a reasonable set of goals and objectives to be accomplished. Supervisors shall use reasonable means to ensure that timelines are adhered to and that goals and objectives are achieved.
13. Any breach of the telecommuting agreement by the employee may result in termination of the Agreement or disciplinary action, up to and including termination of employment.

- Telecommuting Agreement