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## **VOLUNTARY TELEWORK POLICY**

Telework is an arrangement in which the employee performs regularly scheduled work from an alternative worksite for all or part of a workweek. The arrangement is intended to create flexible conditions in which employees will complete their work effectively. When operational needs require, an employee may need to physically report to the regularly assigned place of employment upon the supervisor's request. Employees are expected to work from a commutable distance to their approved regular on-site work location. Employees will be given as much advance notice as feasible under the circumstances presented when required to report to the regular on-site work location.

A [Voluntary Telework Agreement](#) must be completed and signed by the employee, the employee's supervisor, and the department director. The supervisor should consult with Information Systems to ensure data security and other IT items are addressed. The agreement must then be sent to SDSURF Human Resources for final verification and placement in the employee's file. An executed agreement must be on file before the employee begins teleworking.

Additional review will be required for telework locations outside of San Diego County. Work locations outside of the United States will not be considered.

Approval of telework arrangements will be made on a case-by-case basis. The nature of the work performed, the employee's past work performance, as well as the telework location must be taken into consideration by the supervisor to determine telework feasibility before entering into a Telework Agreement. Telework is not an entitlement nor is it a foundation-wide benefit and some positions require presence at the work site and are not eligible.

Voluntary teleworking does not change the at-will nature of employment with SDSURF or any other terms and conditions of employment with SDSURF. The employee must continue to follow all applicable SDSURF policies and procedures, regardless of work location. The employee must continue to fulfill all of their usual job duties and responsibilities regardless of work location. The employee must not allow this remote work arrangement to compromise their work or negatively affect their coworkers, or the needs of their department or SDSURF. The employee will be evaluated on their performance in accordance with established departmental protocols and practices in the same manner as if they were present at the primary location.

### **Positions / Classifications Eligible for Telework**

A position's suitability for telework is based on operational needs and the duties and responsibilities of the position as defined in the employee's position description. It is the responsibility of department directors, in collaboration with SDSURF Human Resources to designate positions as telework eligible or telework ineligible.

The employee must maintain regular and effective communications and remain available during scheduled days and working hours. Modes of effective communication include email, telephone, messaging system, and all other appropriate means available to the employee. Remote workers may not use their personal home address for work-related mailing/shipping; they must use their assigned primary location. Incoming mail will be sent to the employee's remote address as needed.

Employees must record their time consistent with SDSURF payroll practices and policies. For FLSA Non-exempt employees, this includes recording all time worked, as well as the start and stop times of meal periods. If the employee ever has difficulty taking timely or complete meal or rest breaks, they must promptly inform their supervisor. Failure to accurately record working time may result in discipline or employment termination.

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The employee will be provided an appropriate workspace as needed at the primary work location. The employee is responsible for establishing and maintaining a safe, ergonomically sound and secure work environment at their remote location.

SDSURF will provide standard equipment to support the voluntary telework arrangement as outlined in the [SDSURF Central Staff Telework Eligible Position IT Equipment and Support Standards](#). SDSURF accepts no responsibility for damage or repairs to employee-owned equipment.

Consistent with SDSURF's expectations of information security for employees, the employee is expected to comply with all [SDSU/SDSURF information security policies and procedures](#) and ensure the protection of proprietary, private, and sensitive information accessible from their remote office. Restricted access or confidential material shall not be taken out of the primary on-site work site or accessed by a remote computer unless approved in advance by the supervisor. When accessing SDSURF or SDSU resources from off site, the employee must connect using SDSU's VPN services, or an SDSU IT Security Office approved alternative. The employee agrees that only such information as is necessary for the completion of their assignments will be transferred to and/or printed at their telework site. Should there be an incident, the employee will report it immediately following the campus incident response procedures found [here](#).

The employee is expected to maintain their alternative workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in an offsite location and in conjunction with their regular work duties, during agreed-upon working hours, must be reported promptly by the employee to their supervisor. Such reports of injuries will be handled in the same manner as reports of injuries in the normal workplace. Information is located [here](#). In-person meetings should generally be held at the primary place of business at the on-site location. SDSURF will not be responsible for any non-work-related injuries of the employee or any third parties that occur at the employee's remote worksite. This includes injuries to family members, visitors or any others that may become injured within or around the employee's remote worksite. The employee agrees to hold SDSURF harmless for injury to others occurring at the telework worksite.

Telework is not designed to be a replacement for appropriate child or dependent care. The employee should make regular dependent care arrangements. Although an employee's schedule may be modified to complement child or dependent care needs, the focus of the arrangement must remain on maintaining job performance and meeting business demands.

Legitimate business expenses may be reimbursed by the department if pre-approved by the appropriate supervisor. If not previously specified or approved by the supervisor, the employee will be responsible for expenses incurred.

### **Termination of Agreement**

Voluntary Telework Agreements may be discontinued at any time at the request of either the teleworker or SDSURF. When practicable, either SDSURF or the teleworker should provide a two week notice of termination of the Telework Agreement.

Performance issues, such as decreases in productivity or behaviors that detract value from the foundation may result in the loss of teleworking status and/or may result in disciplinary action.

A new agreement must be completed if an employee changes positions.

When the Voluntary Telecommuting Agreement is terminated, the employee must immediately return to SDSURF all notes, data, files, supplies, equipment and any other SDSURF property in the employee's possession or control.