

TEMPORARY TELECOMMUTING AGREEMENT

Oakland City University (OCU) encourages departments and units 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. 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 Agreement should be used instead of modifying an existing agreement because this Agreement provides the flexibility needed to adjust to any changing circumstances as the current health situation continues to evolve.

This Agreement is between OCU and _____ ("you"), and must be signed and approved by the employee's manager or supervisor and human resources. This Agreement supersedes any prior telecommuting-related agreement in place between you and OCU (if any), but does not change, amend, alter, or otherwise affect any existing employment agreement you may have with OCU or, if you are employed on an "at-will" basis, your status as an "at-will" employee. Management may unilaterally terminate your temporary telecommunicating arrangement at any time at its sole and exclusive discretion. 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.

- A. 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 _____ or the date OCU designates a campus emergency in which only essential personnel are to report to campus. You understand this arrangement is a temporary measure only, and will be reviewed continuously during the period in which OCU encourages social distancing as a measure intended to minimize spread of the current health situation. Accordingly, OCU may alter this schedule or end the temporary telecommuting agreement at any time in its sole and exclusive discretion.
- B. 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 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 the physical OCU work location to which you

customarily report for work ("Regular OCU Work Location"). You will make yourself available to physically attend scheduled work meetings as requested or required by the Department.

- C. This temporary telecommuting arrangement will begin on _____ or the date OCU designates a campus emergency in which only essential personnel are to report to campus and will remain in effect unless altered or terminated at any time as described in paragraph A above.
- D. While temporarily telecommuting, you will work just as if you were in your Regular OCU 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 OCU. 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 employee, you are not to work overtime without prior approval from your supervisor, and you are required to take your meal breaks while telecommuting. You are required to accurately enter all time worked in the ADP payroll system at the end of each work day. Your failure to accurately report all time worked and comply with OCU's policies and procedures shall be a basis for discipline up to and including termination.
- F. You will be solely responsible for the configuration of any and all of the expenses associated with your telecommuting workspace and all services unless OCU expressly agrees otherwise in writing. This includes ensuring and maintaining an ergonomically appropriate and safe telecommuting worksite. By signing this Agreement, you are certifying such is the case and that any expenses related thereto will be minimal. Additional resources are available to you to assist you in assessing and maintaining your telecommuting worksite in a safe and ergonomically appropriate manner, and you agree that you will utilize these resources for that purpose.
- G. All injuries incurred by you during hours you are working and all illnesses that are job-related must be reported promptly to HR. Additional information concerning OCU's workers compensation process is found in the [ADP Payroll system under Resources – Company Information – Forms Library](#).
- H. Generally, you are required to use mobile devices (for example, laptops, tablets, and, if approved or required by the Department, a mobile phone) owned and issued by OCU. When using OCU-owned mobile devices for OCU work while telecommuting, you are responsible at all times for the access, use and security of those mobile devices.
- I. By signing this Agreement, you are also confirming you have read, understood and will comply with all provisions of the Employee Handbook in connection with your telecommuting arrangement, including, but not limited to:
 - a. 1301.1: Code of Conduct;
 - b. 1338: Worker's Compensation (including Accident and Incident Reporting); and

c. 9407: Computer Information Systems, E-mail and Internet/Intranet.

- J. You acknowledge that if your manager deems that the temporary telecommuting arrangement described in this Agreement is not working effectively or as envisioned, management may at any time adjust or end the temporary telecommuting arrangement in its sole and exclusive discretion. Management will strive to provide 24 hours' advance notice of any changes to the temporary telecommuting arrangement, but such decisions may be effective immediately depending upon the needs and requirements of OCU and the university community.

You agree that effective when you begin temporarily telecommuting under this Agreement, you will be telecommuting from the following City and State: _____. You agree to notify the HR Department in writing within three calendar days of any changes to the City and/or State from which you will be temporarily telecommuting, along with the effective date(s) and duration of such change. You understand OCU will rely on this information in determining its compliance with any local laws and ordinances while you are temporarily telecommuting.

Understood and Agreed:

Employee Signature

Date

Printed Name/Title

Date

Approved By:

Approver Signature (Manager/Supervisor)

Date

Printed Name/Title

Date

HR Signature

Date

Cc: Supervisor
Personnel File