

TELEWORK POLICY

CLASSIFIED EMPLOYEES AND ADMINISTRATORS

I. General Policy Statement

Flexible work, including flexible work schedules and telework, enables employees to achieve a more successful balance between work responsibilities and family life. Flexible work also offers several benefits to the District including higher employee morale, lower absenteeism, increased retention, increased productivity, and recruitment advantages.

The implementation of flexible work will be based on the following principles:

- A. Student-Centeredness: While pursuing the District's mission, performing the work of the District's commitment statement and institutional goals, flexible work is intended to support these pursuits while being student-centered.
- B. Inclusion and Equitable Access: The District values equitable access for employees to flexible work opportunities. Flexible work is arranged on an individual basis and may not be the same for each person depending on individual work positions and the needs of the District.
- C. Employees are Unique and Independent People: The District values employees, recognizing they have full lives outside of work. Flexible work assists employees by providing them with the opportunity to fulfill responsibilities, avoid daily gridlock, promote environmental sustainability, and maintain a sense of control over their work/life balance.

Flexible work may be authorized to eligible employees provided it serves the operational needs of the District in serving students based on these principles.

II. Flexible Work Schedules

The workday for full-time employees is based on an eight-hour day and a forty-hour work week. Hours for the beginning and ending of shifts are to be established by the superintendent / president, the division vice president, or their designee based on operational need.

Some employees may be assigned to a four-consecutive-day workweek of ten (10) hours per day (4/10), with the concurrence of the employee and all supervisors in the employee's chain of command, including the appropriate division vice president/president. The District also may establish a nine-hour-per-day, eighty-hour-per-two-week work schedule (9/80), provided the establishment of the work schedule has the concurrence of the employee and all supervisors in the employee's chain of command, including the appropriate division vice president/president. When a 9/80 work schedule is established, it shall consist of nine work days—eight nine-hour days and one eight-hour day.

Such agreements may be established on either an individual or department-wide basis. No employee or group of employees shall be expected or required to accept a flexible workweek assignment.

III. Telework

A. Policy Statement

Teleworking is an alternate work arrangement in which an authorized employee may work from an Alternate Worksite instead of commuting to their District Worksite. Teleworking is a benefit, which the District may grant under appropriate circumstances considering the operational needs of the District and the provisions of this Policy. No employee is guaranteed the right to telework.

The decision to authorize an employee to telework is within the District's sole discretion. Not every job is eligible or adaptable to a teleworking work arrangement. There is no assurance that a teleworking arrangement can be provided or approved by the District. An employee's participation in teleworking is completely voluntary.

B. Definitions

1. **Alternate Worksite:** A designated location other than a District Worksite, usually in the employee's home, where the employee's Teleworking Agreement authorizes them to perform job duties and responsibilities.
2. **District Worksite:** The District location(s) for an employee is the location of the regular worksite for the employee's position (e.g., the place where the employee would normally work absent a Teleworking Agreement), such as the Oceanside Campus, San Elijo Campus, Community Learning Center, and/or the Technology Career Institute and North San Diego Small Business Development Center.
3. **District Owned Equipment:** Equipment including but not limited to software, hardware, electronic devices, cell phones, smart phones, tablets, laptops, computers, records, materials, furniture and/or other office equipment owned by the District, which the District allows the employee to use at the Alternate Worksite to conduct work for the District.
4. **Telework or Teleworking:** A work arrangement where an employee performs work for the District at an Alternate Worksite one or more days per week.

C. Employment Relationship

Neither this Policy nor the Teleworking Agreement or the employee's participation in teleworking alters the duties, obligations, responsibilities, or conditions of the employee's employment with the District. Neither this Policy nor the Teleworking Agreement or the employee's participation in teleworking relieves the employee from the obligation to observe all applicable District rules, policies, and procedures and those of their department.

All existing terms and conditions of employment, including but not limited to the job/position description, salary, benefits, vacation, sick leave, and overtime remain the same as if the employee worked exclusively at their District Worksite.

The approval, denial, modification, or termination of the telework agreement is not a grievable issue.

IV. Approval Process

A. Eligibility Criteria

Permanent classified employees and administrators are eligible for participation in the teleworking program. Probationary and temporary employees are not eligible to participate unless approved by the appropriate vice president. Employees serving in a training capacity or providing a service that must be conducted on campus will not normally be approved to participate in the teleworking program on a regular, ongoing basis. This Policy does not apply to faculty.

The following classifications are not eligible to telework under this policy: Building Maintenance Mechanic, CLC Maintenance Technician, Copy Center Technician, Copy Operator, Custodian, Custodial Maintenance Worker, Custodial Supervisor, Energy Management Control Specialist, Facilities Manager, Gardener / Groundkeeper, Grounds Maintenance Specialist, Grounds Supervisor, HVAC Technician, Irrigation Specialist, Lead Building Maintenance Mechanic, Lead Custodian, Lead Groundskeeper, Lead Vehicle and Equipment Mechanic, Locker Room Safety Assistant, Warehouse/Mailroom Technician, Warehouse Supervisor, Police Communications / Records Supervisor, Police Community Services Officer, Police Dispatch / Records Technician, Police Officer, Police Sergeant, Police Services Officer, Police Support Assistant, Refuse and Recycling Worker, and Vehicle and Equipment Maintenance Assistant.

This list of positions is not exhaustive, and the District reserves the right to identify other positions that are not eligible for teleworking.

B. Employee Request to Telework

Participation in the District teleworking program should be based on the ability of the employee to perform tasks that can be completed from remote locations, such as a home office and the supervisor's assessment of the employee's ability to complete those tasks satisfactorily. An employee who wants to telework must submit a written request to their supervisor (via email or otherwise). The employee and their direct supervisor should consider the following before submitting a formal Teleworking Agreement:

1. Job Knowledge: Does the employee have the necessary knowledge to perform the required job tasks at home or does the employee need close supervision or input from others that is only available at the office?

2. Job Characteristics: Does the job lend itself to self-directed activities? Can priorities be easily established? Can the time of the activities be managed effectively by the employee?

3. Task Scheduling: Does the individual already work alone handling information tasks such as thinking, planning, coordinating, writing, reading, analysis, teleconferencing,

computer programming, word processing or data entry? Can tasks, which can be completed away from the office, be grouped and scheduled for teleworking days? Can staff meetings and conferences be grouped and scheduled for non-teleworking days or accommodated through other means (e.g., teleconferencing)?

4. Public/District Contacts: What portion of the job is devoted to face-to-face contact with other departments, students, and the public or internal staff? Can this contact be structured to allow for communication via phone or computer, or grouped into non-teleworking days, or can alternatives be established to provide this contact on teleworking days?

5. Reference Materials: What portion of the job requires the use of reference materials or resources located in the designated work site? Can these resources be easily taken home for a day or two without interfering with co-workers' job performance? Are these resources available through other means such as a computer accessible library service?

6. Use of Computers: Will response time on computer equipment used at home be fast enough to allow for required productivity? If network access is needed, does the correct connectivity exist? Has the employee completed training for and demonstrated an adequate level of skill in use of the computer and software that will be used for teleworking?

7. Special Equipment: What portion of the job relies upon access to photocopiers, fax capabilities or other specialized equipment? Can access be managed to allow teleworker's needs to be met on non-teleworking days or can these needs be satisfied at a facility near the employee's teleworking office?

8. Information Security: What portion of the job uses secured or otherwise confidential information and can the integrity of that information be secured in accordance with information security policies?

The employee's supervisor and division/department head will consider all relevant factors including, but not limited to, the eligibility requirements noted in Section IV (C) below, in determining whether to grant the employee's request to telework.

C. Departmental Review Criteria

The employee's supervisor and division/department head will consider all requests to telework on an individual basis utilizing criteria that includes, but is not limited to:

1. The employee's prior work history and demonstration of work qualities and skills ideal for teleworking including, but not limited to:

- a. Self-motivated;
- b. Self-disciplined;
- c. Responsive;
- d. Organized;
- e. Productive;
- f. Honest;
- g. Satisfactory communication skills;
- h. Satisfactory time management skills;
- i. Demonstrated conscientious observance of work hours; and

j. Demonstrated timeliness in meeting deadlines.

2. The operational needs of the employee's department, program, and the District to support the best interests of students, staff, and the campus community. This may include, but is not limited to, items such as relationship building, culture, process knowledge, etc.;

3. The ability of the employee to perform their specific job duties from a location separate from their District Worksite without diminishing the quantity or quality of the work performed based on the criteria outlined in Section IV (B) above;

4. The portability of the employee's work;

5. The ability to create a functional, reliable, and secure Alternate Worksite for the employee at a reasonable cost;

6. The risk factors associated with performing the employee's job duties from a location separate from their District Worksite;

7. The ability to measure the employee's work performance from a location separate from their District Worksite;

8. Departmental and/or program efficiency and service are not adversely affected;

9. Regular hours to meet departmental needs are maintained;

10. Undue burdens are not placed on other employees or supervisors;

11. The employee's supervisory responsibilities; and

12. The employee's need for supervision.

D. Teleworking Agreement

If the employee's supervisor and the division/department head determine that the employee is eligible to telework, the employee must enter into a Teleworking Agreement with the District. If approved, the Agreement will also be signed by the employee's supervisor, the division/department head, and the division vice president/president before the employee may telework. All Teleworking Agreements must be on file in the Human Resources department.

E. Duration of the Teleworking Agreement

The Teleworking Agreement must contain the approved duration and frequency the employee is authorized to telework under the Agreement. The duration and frequency of an employee's Teleworking Agreement will be determined by the employee's supervisor and the division/department head according to the operational needs of the District. No employee covered by this Policy shall be authorized to telework 100% of the time. Regular, on-campus presence is expected for all District employees on a weekly basis. Temporary exceptions to this requirement may be granted by the appropriate vice president.

A Teleworking Agreement must contain an approved regular and on-going schedule of days/hours of teleworking. Approval of an employee's requests to telework shall be at the sole discretion of the District and the teleworking may not commence until the employee receives written confirmation from their supervisor that the Teleworking Agreement has been approved.

A term agreement will be for up to one year, with a renewable term, but an agreement may be made for a shorter term. Renewal is not guaranteed. Employee performance, operational needs, and other circumstances will be considered by the supervisor in determining whether to renew the agreement.

In the absence of a District emergency, informal teleworking arrangements shall not be allowed. All teleworking arrangements must follow this Policy and receive prior approval.

V. Termination of Teleworking Agreement

The District may discontinue the Teleworking Agreement at any time. The District will provide the employee with ten (10) business days' advance notice unless extenuating circumstances make such notice impracticable. The District is not responsible for costs, damages, or losses associated with the termination of the Teleworking Agreement.

A. Termination of the Agreement by Manager

A supervisor may determine it is no longer in the best interest of the District to continue the teleworking arrangement and may terminate the agreement at any time by providing ten (10) business days' notice unless extenuating circumstances make such notice impracticable. For example, the arrangement results in a reduction in performance; does not enable training, oversight, or any other supervision deemed necessary; the employee's tasks are no longer suitable for teleworking; work product, productivity, and/or accountability standards are not being met; or a short-term need or other situation arises.

B. Termination of the Agreement by Employee

An employee may seek to end the Teleworking Agreement by notifying the supervisor that they would like to discontinue teleworking. Employees are required to provide ten (10) business days' notice. The Teleworking Agreement may end sooner if both supervisor and employee agree.

VI. Work Schedule

A. Work Schedule

Participation in the teleworking program does not alter the employee's work schedule or rules governing work schedule in District policies and procedures. The employee's at-home work hours must conform to the schedule approved by their supervisor and must meet the needs of the District. Employees must adhere to their assigned work schedule and perform their work duties as if they are working at their District Worksite.

B. Communication & Accessibility

Employees must be accessible via telephone, email, videoconference, and/or network access to their supervisor and other District employees while teleworking, as if working at their District Worksite. Employees agree to fulfill all duties that require them to be at their District Worksite including, but not limited to, staff meetings, department meetings or activities, collaborations with coworkers, trainings, and interactions with students, other District employees, and the public.

Employees approved for teleworking need to be available to report to campus on short notice if necessary for business operations. This may include the requirement to report to campus on a regularly scheduled remote workday. Employees may also be required to report to campus in cases where they do not have internet access, network access, or are experiencing issues that impact their ability to work remotely, such as a loss of power. The District may terminate or modify the Teleworking Agreement if an employee fails to remain accessible.

C. Scheduled Hours and Overtime

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 Teleworking Agreement for any non-exempt employee who fails to secure written authorization before teleworking outside their approved and scheduled work hours.

D. Meals 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 District Worksite.

E. Leave

Employees must request sick, vacation and other leaves of absences in accordance with the teleworker's working conditions manual, District Board Policies, or Administrative Procedures before taking the leave. Teleworking cannot be used in place of any type of leave.

VII. Work Standards

Employees authorized to perform work at an Alternate Worksite must meet the same standards of professionalism, productivity, and performance expected of District employees at District campuses in terms of job responsibilities, work product, responsiveness, timeliness of assignments, and contact/communication with students, other District employees, and the public.

Employees must continue to be responsible for performance of all job responsibilities required of their position. The employee's supervisor reserves the right to assign work to the employee as necessary at any worksite. Employees must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.

VIII. Alternate Worksite

A. Designated Workspace

The employee's designated Alternate Worksite must be quiet, free of distractions, and with reliable internet and/or wireless access. The employee must maintain the Alternate Worksite in a secure condition in order to preserve the confidentiality of District-related documents and content. The District retains the right to disapprove an employee's selection of a particular Alternate Worksite if the location is not appropriate to maintain the District's standards of professionalism.

Teleworking is not a substitute for dependent care. Employees must arrange in advance for any dependent care and other personal responsibilities to ensure that they can work at the Alternate Worksite without adversely affecting normal work duties or professionalism. Employees must be free to perform their job responsibilities during the hours their work schedule requires.

The Alternate Worksite is an extension of the District's Worksite only when used for work. All existing workplace health and safety rules, as well as all existing employment laws, rules, and policies, apply the same as they would for employees reporting to a District Worksite. The District is not responsible for any injuries to family members, visitors, or other guests at the employee's Alternate Worksite. The teleworking employee shall not have any business guests at a residence designated as an Alternate Worksite.

The District retains the right to make prearranged on-site inspections of the Alternate Worksite during scheduled work hours to ensure compliance with this Policy.

B. Equipment

1. District Owned Equipment

District Owned Equipment located at the Alternate Worksite is subject to all laws, District policies and procedures, and other restrictions related to the use of District-owned property. Only the employee working under the Teleworking Agreement may use District Owned Equipment, and this use is limited to purposes related to District business. The employee is responsible for seeing that District Owned Equipment is used properly. Refer to AP 6535, Use of District Equipment.

2. Employee Owned Equipment

Employee participation in teleworking is completely voluntary. Accordingly, the employee is responsible for the maintenance and repair of their own equipment used for teleworking. The District is not liable for damage to employee owned equipment used in teleworking or that may result from teleworking. The District is not responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities, telephone, internet, cell phone, insurance, etc.) associated with the employee's teleworking.

3. Technical Support

The District will provide technical support to teleworking employees in the same manner as it provides to all employees for District owned equipment. Employees in need of technical support must bring the equipment to their District Worksite. If the employee needs specialized

technical support beyond the types of technical support normally provided by the District to all employees, the employee must purchase private technical support.

In the event of delay in repair or replacement of equipment, resolution of technical issues or any other similar circumstance making it impossible for the employee to telework, the employee must work from their District Worksite until the issue is resolved.

IX. Information Security and Recordkeeping

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, virtual private network 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.

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 (such as family and visitors at the employee's Alternate Worksite).

Employees may not remove confidential or sensitive information from their District Worksite. Confidential and sensitive information may not be electronically accessed, copied, downloaded or transferred to an unapproved electronic media except as permitted and authorized by established policy and procedure, as needed in the performance of legitimate work responsibilities, and with the express approval of the employee's supervisor or manager.

Employees must return all records, documents, and correspondence to the District at the termination of the Teleworking Agreement or upon request by any District administrator. Refer to BP 3720 Computer and Network Use.

X. Tax Consequences and Local Zoning Regulations

This Policy makes no representations regarding the tax consequences of the employee teleworking. The employee is responsible for addressing and resolving any questions about the employee's ability to deduct expenses related to teleworking. The tax implications of utilizing a home office are the responsibility of the employee.

The employee alone is responsible for conformance with any local zoning regulations.