

## SAN MATEO COUNTY OFFICE OF EDUCATION CSEA 887 AND CONFIDENTIAL EMPLOYEE REMOTE WORK AGREEMENT

I have read, understand and reviewed with my manager all of the conditions for remote work described in the County Office’s Remote Work MOU. I agree to all of the responsibilities of and conditions for remote work that are described in the MOU and this Agreement. This agreement is not intended to conflict with any term or condition of the CSEA collective bargaining agreement or any legal right which an employee may have under statute. To the extent that a conflict is discovered, the CSEA collective bargaining agreement and/or operate statute will supersede.

### Basic Rules

- I understand that remote work is not an entitlement. Permission to telecommute is based on job function and permission from management.
- I understand that remote work may be suspended or terminated based on performance, business reasons, or at the sole discretion of management.
- I agree to adhere to all applicable County Office policies and guidelines, during remote work, as well as applicable collective bargaining agreement language that would apply if I were working on site.
- I agree to adhere to all applicable employment agreements that I have with the County Office, during remote work, including those concerning use of technology.
- I am expected to meet the same standards of performance as employees in the same job classifications who do not remote work.
- I am aware that all applicable employment and labor law notices are posted in the County Office’s offices to which I report when working on site, but are also posted so that they are available to me online.

### Hours

- I understand that my manager must approve, in writing, my regularly scheduled work hours and any change in those hours.
- My initial remote work schedule is:

Day of Week	Start Time	End Time

- I understand that, I must have my manager’s approval to work hours in excess of or other than these scheduled hours.
- I understand that off-the-clock work is strictly prohibited while I remote work. Off-the-clock work includes checking and responding to emails and making and responding to phone calls outside of scheduled work hours.
- I will work and be accessible – via phone, email, or video conferencing, e.g., Zoom or Teams, etc. – during my regularly scheduled hours, regardless of the location at which I work.
- I understand that remote work is not a replacement for appropriate dependent care or other responsibilities of my personal life. I must provide the same undivided attention to my work as if I were working on site. My dependent care arrangements should be physically separate from my workplace so that the dependents will not interfere with my work. If my personal circumstances prevent me from avoiding distractions or interruptions at the remote work site (for example, inability to obtain dependent care or attending to family medical needs), I will notify my manager and notify Human Resources immediately. Any alteration in schedule to accommodate dependent care needs must be approved by my manager and Human Resources.

- I will strive to keep personal disruptions, such as non-business telephone calls and visitors, to a minimum during regularly scheduled work hours.
- I understand that the County Office’s attendance and timekeeping policies, vacation time and paid and unpaid leave (including sick leave) regulations and/or collective bargaining agreement apply to remote work employees in the same manner that they apply to employees who work on site.
- I understand that I must put an out-of-office notice in my email and calendar software if I do not for any reason work my regular scheduled hours.

**Benefits and Compensation**

- I understand that compensation, benefit plans and/or the terms of the collective bargaining agreement will remain the same when I remote work.
- I understand that the County Office’s paid time off regulations and/or the applicable collective bargaining agreement language apply to me while I remote work. I must record and use paid time off for all variations from my regular work schedule, whether those variations occur while I am at my remote work location or elsewhere.
- I understand that I will continue to be covered under the County Office’s workers’ compensation policy for injuries arising out of and in the course and scope of my employment and during work hours and in the designated work area of the home. I agree to promptly advise my manager and file a claim in accordance with the County Office’s policy if I am injured on the job and will do so as soon as possible after the injury occurs.
- I understand that the County Office is not liable for injuries occurring in my home workspace when I am not engaged in work. Further, the County Office is not liable for loss, destruction, or injury that may occur in, to, or around my home, including to family members or visitors.

**Work Location**

- I understand that my work location where I will perform all remote work must be at my primary residence, unless my manager approves, in writing, a different remote work location. The full address of my authorized work location is:

- I understand that, when I work remotely, I am authorized to work only at the above location unless specifically authorized by my manager to work while traveling and then only to the extent authorized.
- I agree that I will not permanently change my remote work location without prior approval by the County Office. If I want to do so, I will alert my manager and Human Resources to request a change to my remote work location.
- I agree that I will work in only one location each workday – onsite or my remote work location – unless I have advanced approval from my manager to work at home and at the office in the same day.

**Workspace**

- I will notify my manager prior to entering into this Remote Work Agreement, and thereafter, immediately if something changes, if there is anything more needed to make the workspace compliant and secure as described in the County Office’s Remote Work Policy.

- I will notify the County Office prior to entering into this Remote Work Agreement, and immediately if something changes, if I do not have a workspace that will minimize interruptions, such as a location that will allow me to shut a door, where needed, to separate my workspace or otherwise minimize disruptions, or if there is a change to my dependent care obligations or the like.
- I agree that no in-person County Office business-related meeting may occur in my personal residence.
- I will promptly report to my manager any access to proprietary information by anyone other than myself, and any virus, malware or other impediment to the full functioning of my County Office provided equipment and software.
- I will promptly report to my manager any loss or damage to County Office equipment, files, documents or other resources.
- I agree to use a workspace where proprietary information can be kept confidential. I agree to secure all proprietary information consistent with County Office policy.
- I agree to dispose of proprietary information according to the County Office’s guidelines or return proprietary information to a County Office facility for disposal.

**Equipment and Supplies**

- The County Office has provided the following equipment for me to use for my remote work:

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- If I believe I need additional items to remote work, they are listed here (or indicate “none”):

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- Other than the items listed above, at the time that this agreement is signed, I am attesting that I have everything that I believe is needed, to fully perform my work remotely. If, after this initial request, I need additional equipment or supplies, I will make such a request to my manager.
- I must care for any County Office-owned equipment provided to me, in a manner suitable to the equipment and the purposes for which it was provided. I will promptly report to my manager any damage or loss of the County Office’s equipment,
- I understand that the County Office provides appropriate software licenses per employee regardless of work location. I will use County Office-supplied or approved hardware and software at all times for all work for the County Office. County Office software, in addition to the hardware, remains the property of County Office and may not be duplicated or modified for any reason.
- Unless the County Office has provided, as noted above, I have and will maintain an internet connection that provides a stable and secure connection from my home to the County Office’s network. The County Office recognizes that there are factors outside of an employee’s control, which can lead to a loss of internet connection (e.g. service outages).
- I will make all work related telephone and videoconference calls through my computer and use the following as alternative means of receiving telephone calls:

Primary Phone Number	Secondary Phone Number

- I agree to transact all County Office business on the County Office’s network and voicemail systems that belong to the County Office or are approved by the County Office.

- I agree to send all email communications regarding County Office business through the County Office's email systems or as permitted by the County Office's information security policies.
- I understand and agree that all telecommunications, email and all data on County Office equipment, systems and storage media are owned by the County Office and that all County Office-related email and all data on any personal equipment, systems or storage media used for business are owned by the County Office. Such telecommunications, email and data are subject to the County Office's policy regarding the ownership of and absence of privacy in such resources even if located at a remote location. I understand and agree that the County Office may retrieve and read any message or data composed, sent, received or stored on its equipment, supplies, systems or storage media. I expressly consent to electronic monitoring of all of the foregoing.

**Expenses**

- I understand that the County Office may provide paper, files, pens and similar office supplies from the office to which I report.

**Termination**

- I agree that upon request, termination of the Remote Work Agreement, or termination of employment, to immediately return, during County Office normal business hours, all County Office information, documents, files, storage media, supplies, equipment, and other property and all duplicates thereof.
- I agree to safeguard all the County Office-owned information, documents, files, storage media, supplies, equipment, and other property and all duplicates thereof until recovered by the County Office, regardless of any delay in the recovery by the County Office of such documents, files, storage media, supplies, equipment, and other property and all duplicates thereof, including such documents or information stored on my personal devices.

I agree to all of the responsibilities of and conditions for remote work that are described in this Agreement and the Policy.

**Remote Employee's Signature:** \_\_\_\_\_

**Remote Employee's Printed Name:** \_\_\_\_\_

**Remote Employee's Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approvals**

This Remote Work Agreement cannot take effect until signed below by both the remote worker's manager and Human Resources.

**Manager's Signature:** \_\_\_\_\_

**Manager's Printed Name:** \_\_\_\_\_

**Manager's Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**HR Signature:** \_\_\_\_\_

**HR Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_