

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 363
2023-2025

RECITALS:

The purpose of this Memorandum of Understanding (“MOU”) is to memorialize the agreement between the San Jose Evergreen Community College District (“District”) and the California School Employees Association and its Chapter 363 (“CSEA”) (together hereinafter “parties”) to plan, establish and implement a pilot Remote Work Program (Program) on a temporary and voluntary basis. To these ends, the parties acknowledge and agree as follows:

1. Both parties are interested in implementing a pilot remote work program for District employees.
2. The District and CSEA have met and conferred regarding the subject matter of this MOU.

AGREEMENT:

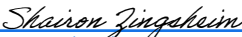
In consideration of mutual agreement set forth herein, the parties agree as follows:

1. The procedures **attached hereto as Exhibit A** have been established to guide employees and supervisors through the process of determining eligibility for and the implementation of the pilot Program. It is understood that the procedures will be reviewed every 3 months to ensure that at the end of the Pilot, the parties have addressed issues that might arise based on the interpretation of the procedures.
2. The implementation of the Program is at the sole discretion of the District and shall not be considered a right or benefit of employment.
3. The Program is temporary and the District has the right to evaluate the same for effectiveness and can decide whether the Program should be amended, altered or discontinued.
4. Eligibility to participate in the Program is determined by the District.
5. The Program is set to end on **June 30, 2025** or sooner as determined by the District.
6. The District will notify CSEA if there is a decision to amend, alter or discontinue the Program prior to the end date of June 30, 2025.
7. Participation in the Program must ensure that no adverse impacts to students, other employees or the community. In addition, participation in the Program will not adversely affect the operations of the district or on-going instruction and services to students **and** other employees.

8. The parties acknowledge that at the time of signing this agreement, they are continuing to work to establish the application forms related to the program and plans surrounding any training components linked to implementation of the program, which may become part of the procedures outlined in Exhibit A of this agreement.
9. The parties agree to meet prior to the expiration of this agreement to discuss extending this agreement and/or implementing a permanent telework program.
10. Any disputes arising from this agreement shall not be subject to the grievance procedures outlined in the parties' collective bargaining agreement but rather shall result in an end to this agreement within a period of one month for all parties.

Dated: November 20, 2023

For the SJECC District:



Shairon Zingsheim (Nov 20, 2023 19:22 PST)

Shairon Zingsheim, Interim Vice Chancellor
Human Resources

For CSEA:



Andrea Lopez, President Chapter 363


Robin Jackson (Nov 20, 2023 10:38 PST)

Robin Jackson
Labor Relations Representative

EXHIBIT A

REMOTE WORK PROGRAM PROCEDURES

I. PURPOSE OF THE REMOTE WORK PROGRAM

1. The purpose of the Remote Work Program (Program) is to provide flexibility for eligible employees to conduct their work remotely as opposed to the employee's *official worksite* for an approved portion of the workweek.
2. The Program must be in the best interest and serve the needs of the individual college campuses and the communities they each serve. Service to San Jose Evergreen Community College District's (SJECCD) students and the communities served will remain paramount and any request to participate in the Program will be centered on these parameters.
3. Each of the two colleges and other district locations have different operational needs, therefore implementation of the Program will vary depending on each campus' or work site's unique needs. The College President/Vice Chancellor or designee, at each college or district location, reserve the right to ensure that operations are not disrupted due to participation in the Program.
4. The Program is designed as a "pilot" in order for the parties to gather useful data in the design/configuration of an actual longer-term Program.

II. THE REMOTE WORK PROGRAM

1. The Program is voluntary and not a requirement for employment and participation in the Program does not alter the terms or conditions of an employee's employment with the District.
2. All eligible employees requesting to participate in the Program must complete and enter into a Remote Work Application/Agreement (RWAA), sign all required documents and complete any required training.
3. The employee's supervisor may revoke the RWAA at any time and for any reason with five (5) business days' written notice to the employee.
4. When a supervisor requires an employee with an approved RWAA to be present on campus for specific meetings/events, or otherwise to perform work on campus at any time during the employee's approved remote work schedule, the supervisor will provide written notice of no less than twenty-four hours (24) to the employee, where possible.
5. The establishment, discontinuance, denial and/or terms of any RWAA are not subject to the grievance procedures outlined in the parties' collective bargaining agreement.
6. The implementation of the Program must not require or necessitate additional hiring or additional overtime to carry out services that are traditionally conducted on campus.

III. ADHERENCE TO ALL APPLICABLE GOVERNING DOCUMENTS

1. Employees shall adhere to all relevant Board Policies (BP) and Administrative Procedures (AP) as an essential requirement of participation in the Program, including the parties negotiated collective bargaining agreements.

IV. REMOTE WORK APPROVAL

1. All remote work applications must be approved in writing by the employee's supervisor and the Vice President of the Division or designee, herein referred to as "*Approving Authority*".
2. No employee will be allowed to start the Program without a signed and approved Remote Work Application/Agreement (RWAA).
3. Under the Program, the actual percentage of work performed remotely will be determined on a case by case basis, depending on the type of work performed by the employee, however, SJECCD employees' remote work schedule will typically not exceed 20% of the employee's assigned regular work week hours during the pilot phase of the Program.
4. No RWAA will be approved if the employee is not physically able to return to work at their designated worksite within 24 hours.

V. TYPES OF REMOTE WORK AGREEMENTS

1. **Ongoing:** approved remote work for a set period of time. This arrangement is likely to remain constant with designated remote day(s) that will generally not vary. Note that during the pilot phase of this program, no employee will have an agreement that is more than 6 months in duration. However, the employee may renew the agreement in 6 month increments. The Program terminates on June 30, 2025.
2. **Seasonal:** approved remote work for certain periods as deemed by the District. This arrangement is likely to be made for specified time periods only. For example, winter intercession, summer break, and other periods as designated by the supervisor.

VI. CONSIDERATIONS

Participation in the Program will be based on the ability of the employee to effectively perform all essential work duties while working remotely.

Job duties that can be performed remotely are those for which incumbents:

- Can successfully fulfill the responsibilities and expectations of the position as effectively remotely as they would in-person.
- Have access to required systems and software associated with the position responsibilities.
- Have supervisors who can monitor or assess performance and productivity.
- Do not provide frontline support, i.e., in-person services to students and the community, welcoming individuals into buildings, departments, or other workspaces.

- Do not require primarily on-campus work.

i. Criteria:

Each employee's supervisor will decide whether a request for remote work should be approved, modified or discontinued based on several factors:

- The needs of the district, campus, department or unit;
- The nature and essential functions of an employee's job, including the need to interact and/or serve other staff, students, faculty, and community members;
- The employee's demonstrated degree of self-discipline, organizational skills, and technological competency;
- The supervisor's ability to adequately supervise a remote employee, including their ability to oversee timekeeping and breaks for non-exempt employees;
- The need for specific equipment, tools, or cybersecurity protections in the employee's proposed remote work location;
- The safety and suitability of the proposed remote work location;
- The impact of the proposed remote work arrangement on the department's and other employees' abilities to perform their functions without inconvenience or interruption;
- Whether the job may be performed remotely without causing undue difficulty or expense to the District;
- The number of Remote Work Agreements in the division, department or unit that has the potential to disrupt operations;
- The employee's ability to come to the primary worksite in times of understaffing, or other urgent needs of the campus, department or unit.

ii. Job Knowledge:

Job knowledge for a sustained period of time is key in considering RWAA. A new employee who may be unfamiliar with or learning new skills *may* necessitate a physical presence until such time that the employee is fully capable of performing all of their essential and ancillary functions. In most cases, a probationary employee *may* not be allowed to participate in the program until completion of the probationary period. In making a determination, a supervisor should consider the following questions:

- Does the employee have the necessary knowledge to perform the required job tasks at a remote location?
- Does the employee need close supervision or input from others that is only available at the office?

iii. Job Characteristics

- Can the essential functions of the job be performed remotely?
- Does the job lend itself to self-directed activities that can be performed remotely?
- Can priorities, deadlines and work generated be easily established and monitored remotely?

- Does the individual already work independently and alone handling information tasks such as planning, coordinating, writing, reading, analysis, teleconferencing, computer programming, or data entry?
- What portion of the job requires the use of reference materials or resources located only at the designated work site?
- What portion of the job relies upon frequent access to photocopiers, fax capabilities or other specialized equipment available only at the work site?
- Can the work performed be effectively supervised remotely?

iv. Task Scheduling

- Can the time of the activities be managed effectively by the employee?
- Can tasks that can be completed away from the office be grouped and scheduled for remote working day?
- Can staff meetings and conferences be grouped and scheduled for days where the employee is not working remotely or accommodated through other means (e.g., teleconferencing)?

v. 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 face-to-face contact be structured to allow for communication via phone or computer, or grouped into non-remote days?
- Does the job include answering and routing telephone calls?
- Does the job require the opening, handling and routing of US mail or other document courier service, or intercampus documents routed to and from the District offices and campus locations?

vi. Travel

- Does the job involve field work?
- Can trips begin or end at the employee's off-site office rather than at the College or other District location?

vii. Net-neutral Or Net-positive Effect

Working remotely should have either a net-positive or net-neutral effect on results/outcomes and the work environment. In other words, the same work is getting accomplished in another place, or in another way, ideally having a positive effect. In some cases, it might have a mixed effect but one where, on balance, the arrangement does not have an overall negative impact on the team, on individual performance, or on service to students.

viii. Official Worksite

The official worksite remains the place where the employee would normally work, **not** their remote work location. Employees working remotely may share an official worksite with other employees working remotely. In practical effect, this means that two employees may share an onsite workspace, but are not expected to be present simultaneously.

ix. Eligibility

Classified CSEA employees are eligible to apply for participation in the Remote Work Program, however, certain job classifications, due to the essential functions of the position will not be approved for remote work. These include jobs with essential in-person and ancillary functions alongside duties.

VII. PROCEDURES

i. Participation Approval

Participation in the Remote Work Program is voluntary and subject to the discretion and approval by the employee's immediate supervisor and the Vice President of the area or their designee.

Approval to participate in the Remote Work Program requires the requesting employee to complete:

- A Remote Work Application/Agreement
- Completion of Mandatory Training (Vision Resource Center list)
- Safety Self-Attestation form

In order to supervise an employee participating in the Program, supervisors must also complete:

- Supervisors' mandatory training (Vision Resource Center list)
- Supervisors' checklist

Supervisors are responsible to ensure that their employees' RWAA are current and all documents are retained locally for easy reference.

ii. Checklists and Agreement

The steps below are to be followed prior to an employee beginning participation in the District's Remote Work Program.

1. Apply during an "open enrollment" period. The District will establish reasonable "open enrollment" periods to allow employees to apply during a specified period to allow the individual departments to review applications prior to approvals.
2. During the open enrollment period, the employee shall complete an SJECCD Remote Work Program Application/Agreement (RWAA) and submit it to their immediate supervisor.
3. The supervisor will have 30 days to process the employees' RWA.
 - a. Process (in no particular order):
 - i. Review the employees' RWAA for completeness and forward to next level approval;
 - ii. Upon approval of next level, notify the employee(s) of approval or rejection and require that the employee complete the required training;
 - iii. Notify IT should there be equipment needs;
 - iv. Determine official start date for the employee to begin participation;

- v. Retain copies of the approved RWAA and provide the employee with a copy of the RWAA;
4. Prior to participation in the Program the supervisor and employee will ensure that all trainings have been completed.
5. The employee and supervisor shall ensure the following documents are satisfactorily completed and fully executed (signed and dated) by both the employee and supervisor to show mutual understanding and agreement to the terms contained therein:
 1. Safety Self-Attestation Form
 2. Remote Work Supervisor's Checklist

iii. Modification of a Remote Work Application/Agreement

1. If the employee's offsite working location or environment changes, the employee is responsible for immediately informing their supervisor. A new or revised Remote Work Application/Agreement and Safety Self-Attestation Checklist may be required.

iv. Termination of Remote Work Participation

1. The employee may discontinue participation in the Remote Work Program at any time, for any reason, upon written notice to their supervisor.
2. The District may terminate an individual employee's participation at any time for any reason by providing written notice no less than five (5) days prior to the employee being required to report on site.
3. The employee must return to the official worksite when directed.
4. If the employee is unable to perform their essential job functions or assigned duties at their authorized remote work location due to failures of technology, physical environment, or necessary infrastructure, they shall notify their supervisor immediately.
5. RWAA's and participation in the Program may also be ended if the needs of the department require greater presence at the official worksite or the department has insufficient staff due to attrition, absenteeism or other, affecting operations or other reasons that causes the disruption and continuation of work.

VIII. RESPONSIBILITIES

1. Presidents or others responsible for a worksite:

Are responsible to administer the Remote Work Program at their respective colleges/departments, including ensuring compliance with all applicable policies and procedures.

2. Direct Supervisors must:

- Complete all required Supervisor training prior to the approval of any SJECCD RWAA;
- Monitor work progress of their Remote Work employees and ensure that their employees' continue to contribute to the District's objectives while maintaining or improving program efficiency, productivity, service, benefits, and safety conditions;

- Ensure and monitor that employees who remain in the office are not burdened or required to handle the remote working employee's regular assignments (i.e., answering telephone calls, dispensing information, etc.);
- Provide specific, measurable, and attainable performance expectations for the remote working employee, related to their job description and existing criteria for evaluation;
- Define in detail the assignments, deadlines, and the quality of work expected;
- Periodically assess the needs of the department alongside the Remote Work Program.

3. Employees applying to work remotely must:

- Complete all required training once approval to participate in the program is received;
- Abide by the provisions set forth in these procedures and the RWAA;
- Adhere to all applicable laws, rules, regulations, and District policies;
- Adhere to procedures regarding computer use and information security;
- Establish and maintain an acceptable and safe home office environment as outlined in "Remote Worksite Safety Self-Attestation";
- Agree to make every effort to protect SJECCD equipment from unnecessary and foreseeable damage, treat SJECCD property in a manner consistent with the treatment of property at their official worksite;
- Acknowledge that SJECCD-owned equipment should be used for SJECCD business in accordance with any District property, computer use, and/or Information Technology policies and procedures;
- Have all District-owned property that is removed from their SJECCD workplace documented in accordance with the District Equipment Checkout Policy;
- Do not hold any physical District business-related meetings or receive visitors related to District business at the Remote Work site;
- Acknowledge and be aware that the District is not responsible for substantiating an employee's claim of tax deductions for the operation of a home office used to perform District work. Employees should seek advice from a tax advisor concerning home office deductions. However, if required by the IRS and if a copy of the employee's executed Remote Work Agreement is not sufficient evidence, under limited circumstances the District will certify, if requested. They will verify dates during which a Remote Work Agreement between the District and the employee was in effect;
- Comply with the District's procedures governing travel; the employee's personal auto liability coverage is primary;
- Must be accessible for communication (e.g., telephone, e-mail, Zoom, Microsoft Teams, etc.) as well as checking voicemail remotely, during regular working hours;

4. Information Technology (IT)

- Approve any software or hardware used by the remote working employees for conducting District business;
- Provide general oversight regarding district issued equipment and other information and computer needs associated with working remotely as it relates to district issued equipment;
- Provide guidelines defining the appropriate data communications equipment, software and services for working remotely;
- Provide remote technical support related to district issued equipment for remote working employees as needed.

IX. REMOTE WORK SCHEDULING

1. **Remote work may be suspended during the following periods:**
 - Prior to the first two weeks of the semester
 - During the first two weeks of the semester
 - The week of Graduation
 - Fiscal Year End dates
2. **Hours of Work and Overtime:** The terms and conditions of the parties' collective bargaining agreements shall apply. An employee working overtime approved in advance will be compensated in accordance with applicable law. The employee understands that failing to obtain proper prior approval for overtime work may result in their RWAA being canceled. Employees must comply with the parties' collective bargaining agreement as it pertains to breaks and meal periods.
3. **Travel and Travel Time:** Mileage reimbursement will not be provided for travel between the official worksite and the remote location for employees working remotely. Travel time to and from work does not constitute hours worked. (29 C.F.R sec. 785.35). Travels from home to an official worksite before the regular workday and return travels home at the end of the work day, are considered ordinary home-to-work travel, which is a normal incident of employment and not considered work time. Comply with the District's procedures governing travel; the employee's personal auto liability coverage is primary.

X. WORK ENVIRONMENT CRITERIA

1. The opportunity to participate in a Remote Work Program is offered with the understanding that it is the responsibility of the employee to ensure that a proper remote work environment is maintained as follows:
 - When working remotely, employees are expected to perform their District work only. Employees may not work on any non-District projects during paid work hours.
 - Employees may not care for children and/or adults when working remotely. In general, employees should reasonably replicate the working conditions of a District-provided office/location.
 - Employees must follow the same process to request leave to attend to personal business if needed during work hours.

XI. INFORMATION SECURITY

1. Security of confidential information is of primary importance to the District. All employees working remotely are expected to adhere to all applicable laws, rules, regulations, District policies, and procedures regarding information security. The following are basic information security guidelines:
 - Use District information assets only for preapproved purposes, and ensure that confidential information is not disclosed to any unauthorized person.

- Back up critical information on a regular basis to assure the information can be recovered if the primary source is damaged or destroyed.
- Use "logon" passwords on all systems containing confidential information and keep those passwords secure.
- Use the latest virus protection software on telecommuting systems used to prepare information for subsequent use on District systems.
- Return material (paper documents, flash drives, etc.) containing all confidential information to the District for proper handling or disposal, if necessary.
- Adhere to copyright laws by not copying or sharing any District-owned software utilized by employees, and when no longer employed by the District, remove all such software from the home computer and return any software media to the college.
- Use the SJECCD e-mail account only for District business conducted during working hours.
- Sensitive data must be afforded the same degree of security and confidentiality as when working at the primary worksite.
- Remember that in the remote work location an employee's expectation of privacy regarding business emails, business-related phone calls, and other business communications – is the same for an employee working remotely as for an employee working on campus.
- The employee will utilize approved safeguards to protect records from unauthorized disclosure or damage, which includes Multi-factor Authentication (MFA) and Virtual Private Networking (VPN) as required by SJECCD. The use of MFA and VPN may require the employee to use a personal mobile phone to verify their identity; mobile phone services required for this purpose are the responsibility of the employee.

XII. HEALTH AND SAFETY

1. Remote Work Agreements must ensure appropriate and safe environments. Failure to maintain a proper and safe work environment, in accordance with these procedures may be cause for terminating the Remote Work Program for the employee.
2. If an employee incurs a work-related injury in the specifically approved remote work location (for example, a particular room utilized as an office within the employee's residence) during agreed upon remote working hours, workers' compensation laws and rules apply just as they would if such an injury occurred at the official worksite. Employees must, notify their supervisors immediately and complete all necessary documents regarding any injury that occurred during working hours so that appropriate assistance can be rendered.

XIII. SETTING UP AN OFFSITE OFFICE

1. Employees shall maintain a healthy, safe and ergonomically sound work environment while working at their designated remote work location. Employees shall designate an area that allows for working in an office setting and ensure that the equipment necessary to perform the work is in the designated area.

2. A "Safety Checklist" must be completed prior to the beginning of working remotely and all items must be reviewed and evaluated as being satisfactory by the employee's supervisor.

XIV. PROTECTING DATA AND EQUIPMENT

1. The parties acknowledge that the following computer safeguards can prevent costly computer breakdowns and the loss of crucial data:
 - Position equipment away from direct sunlight or heat.
 - Place equipment on well-ventilated surfaces.
 - Dust the office space regularly and use dust covers.
 - Do not eat or drink near data or equipment.
 - Keep flash drives away from heat, dirt, smoke and moisture.
 - Keep all magnets, magnetic paper clip holders, fluorescent lamps and electric motors away from computer equipment and flash drives.

XV. FIRE PROTECTION

1. The Health and Safety Code, Sections 13113.7 and 13113.8 require that dwellings be provided with smoke detectors. Employees are responsible for assuring home compliance with these requirements. Smoke detectors placed in the home work area must meet the following criteria:
 - Detectors must be placed in locations which monitor the work area, and any electronic equipment used to support working remotely.
 - Detectors must be approved by Underwriter's Laboratory (UL) and/or State Fire Marshall and have a functional test mechanism.
 - Detectors should be tested at the time of installation and on a monthly basis. Detectors which are wired into the house electrical system and have a battery backup should be checked with main power both on and off. Battery operated detectors should be cleaned and equipped with fresh batteries, as recommended by the manufacturer.