

Temporary Telecommuting Agreement

Stanford University (Stanford) 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 Temporary Telecommuting Agreement should be used instead of modifying an existing agreement because this Temporary Telecommuting Agreement provides the flexibility needed to adjust to any changing circumstances as the current health situation continues to evolve.

This Agreement is between Stanford and _____ (“you”), and must be signed and approved by the employee’s manager or supervisor and the senior human resources manager of the local school/department/business unit (Department). Capitalized terms have the same meaning in this Agreement as they do in Administrative Guide Memo (“AGM”) unless otherwise defined in this Agreement. This Agreement supersedes any prior Telecommuting Agreement in place between you and Stanford (if any). 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 (as contemplated by AGM 2.1.20) 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. We (Stanford and 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 _____. You understand that this agreement to permit you to telecommute is a temporary measure only, and will be reviewed continuously during the period in which Stanford encourages social distancing as a measure intended to minimize spread of the current health situation. Accordingly, Stanford may alter this schedule or end the temporary telecommuting agreement at any time in its 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 Regular Stanford 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 _____ 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 Stanford 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 Stanford. 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 rest and meal breaks while telecommuting in full compliance with AGM 2.1.5 Compensation of Staff Employees, section 3. You agree to follow such procedures as your manager or your Department may establish in order to minimize the likelihood of interruptions or delays to your rest or meal breaks in a way that causes a violation of AGM 2.1.5 Compensation of Staff Employees. You are required to notify your manager within one business day if you believe you were unable to take a rest or meal break in full compliance with the requirements of AGM 2.1.5 Compensation of Staff Employees on a day on which you telecommuted.
- F. You will be solely responsible for the configuration of and all of the expenses associated with your telecommuting workspace and all services unless the Department expressly agrees otherwise. 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 you have reviewed the free, online training, EHS 3400 Ergonomics Computer Workstation. 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. See ehs.stanford.edu: SU Work-At-Home Office Safety Checklist and Computer Workstation Ergonomics Evaluation (both of which are located on the EHS website).
- G. All injuries incurred by you during hours you are working and all illnesses that are job-related must be reported promptly pursuant to AGM 7.6.1 Accident and Incident Reporting. Additional information concerning Stanford's workers compensation process is found at the Risk Management website at <https://orm.stanford.edu/insurance/workers-compensation>.
- 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 Stanford. If your Department has approved you to use a personal mobile device while telecommuting, you must consult with your local HRM as well as IT to arrange appropriate set up of the mobile device(s). You are prohibited from tampering with any software, firmware or hardware provided by Stanford or loaded onto your personal mobile devices to enable you to perform Stanford work. Regardless of whether using personal or Stanford-owned mobile devices for Stanford work while telecommuting, you are responsible at all times for the access, use and security of those mobile devices. Approval to use non-Stanford issued mobile devices can be revoked at any time.
- I. By signing this Agreement, you are also confirming you have read, understood and will comply with all provisions of the AGM in connection with your telecommuting arrangement, including, but not limited to:
 - 1) AGM 1.1.1: Code of Conduct;
 - 2) AGM 1.5.2: Staff Policy on Conflict of Commitment and Interest;
 - 3) AGM 1.5.3: Unrelated Business Activity;
 - 4) AGM Chapter 1.6 Privacy Policies;
 - 5) AGM 2.1.5: Compensation of Staff Employees;
 - 6) AGM 2.1.20 Staff Telecommuting/Staff Remote Working;
 - 7) AGM Chapter 6: Computing;
 - 8) AGM 7.6.1 Accident and Incident Reporting; and
 - 9) AGM 8.1.3: Provision of Mobile Equipment and Related Services.

- 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. Management will strive to provide at least 24 hours' advance notice of any changes to the temporary telecommuting arrangement.

- K. 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 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 Stanford 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

Print Name/Title

APPROVED BY:

Approver Signature (Manager/Supervisor)

Date

Print Name/Title

Department

HRM Signature

Cc: Manager
Personnel File