

## UC San Diego

### Temporary Remote Work Agreement (COVID-19)

\_\_\_\_\_ agrees that their sole place of employment with UC San Diego is located at \_\_\_\_\_ . However, due to the unprecedented nature of the COVID-19 pandemic and its widespread implications, \_\_\_\_\_ requests that UC San Diego permit \_\_\_\_\_ to temporarily work remotely from abroad for the fall quarter only, during which \_\_\_\_\_ agrees that the laws and regulations of the State of California and the United States of America will govern the terms and conditions of employment to the greatest extent possible. \_\_\_\_\_ warrants that they will physically report for work at \_\_\_\_\_, by **Monday, January 4, 2021**. \_\_\_\_\_ agrees that [their] failure for whatever reason—even a reason not within \_\_\_\_\_’s control—to report to their campus office on **January 4, 2021** will require a leave of absence for any additional time away. This agreement *may* be extended by written agreement of both parties. This agreement will be reviewed at least 30 calendar days before January 4, 2021.

You understand and acknowledge that having successfully engaged in temporary telecommuting pursuant to this Agreement does not require UCSD to agree to any future telecommuting/remote work.

#### I. General Work Arrangement

- A. This Agreement is between \_\_\_\_\_ (“the Department”) and \_\_\_\_\_ (“Employee”) to establish the terms and conditions for temporarily performing work at an alternate work site with the following frequency (e.g. daily each week, on the same day every week, or on some routine basis): \_\_\_\_\_.
- B. This Agreement begins on \_\_\_\_\_ (date). The Employee understands that this Agreement to permit them to work remotely is a temporary measure only, and will be reviewed continuously during the period in which the employee is unable to physically report to UC San Diego with appropriate work authorization. UC San Diego, the Department, and/or supervisor may alter this schedule or terminate this Agreement at any time at its sole discretion by sending an email to the employee’s UC San Diego email address. This Agreement will also immediately terminate if the University places a statement on its website (<https://blink.ucsd.edu> or <https://blink.ucsd.edu/HR/services/covid-19.html>) generally indicating that all temporary remote work agreements arising from the current health situation are terminated.

- C. The following conditions apply:
  - 1. Employee's regular remote work site location is \_\_\_\_\_.
  - 2. Employee's regular remote work phone number is \_\_\_\_\_.
  - 3. Employee's UC San Diego email address is \_\_\_\_\_.
- D. While working remotely, Employee will:
  - 1. remain accessible during the remote work schedule;
  - 2. maintain regular contact with the Department Chair to discuss status and open issues;
  - 3. be available for video/teleconferences, scheduled on an as-needed basis;
  - 4. obtain approval to use leave in the same manner as when working at Employee's regular work location.
- E. Employee's duties, obligations, responsibilities, and conditions of employment with the University remain unchanged except those obligations and responsibilities specifically addressed in this Agreement. Job responsibilities, standards of performance, and performance appraisals remain the same as when working at the regular University work site.
- F. The parties acknowledge that this Agreement may be evaluated on an ongoing basis to ensure that Employee's work quality, efficiency, and productivity are not compromised by the remote work arrangement described herein.
- G. Employee acknowledges that if their Department Chair, Dean or Supervisor deems that the temporary remote work arrangement described in this Agreement is not working effectively or as envisioned, UCSD may at any time adjust or end this Agreement.
- H. Employee understands that Employee is responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.
- I. Employee understands that during the period you are temporarily teleworking from abroad, unless you have an existing U.S. bank account, a paper paycheck will be mailed to you at the home address you have listed in UCPath.

## **II. Safety & Equipment; Information Security**

- A. Employee agrees to maintain a safe, secure, and ergonomic work environment and to report work-related injuries at the earliest reasonable opportunity. Employee agrees to hold the University harmless for injury to others at the alternate work site. Regarding space and equipment purchase, set-up, and maintenance for telecommuting purposes:
  - 1. Employee is responsible for providing space, telephone, printing, networking and/or Internet capabilities at the telecommute location, and shall not be reimbursed by the

employer for these or related expenses. Internet access must be via DSL, Cable Modem, or an equivalent bandwidth network.

2. Employee agrees to protect University-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. The precautions described in this Agreement apply regardless of the storage media on which information is maintained, the locations where the information is stored, the systems used to process the information, or the process by which the information is stored.
  3. Employee agrees to report any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
  4. Employee understands that all equipment, records, and materials provided by the University shall remain the property of the University.
- B. Employee agrees to take appropriate steps to commence the return of University-owned equipment, records and material upon termination of this Agreement (for example, placing such items in the mail and/or delivering them to a reputable parcel/courier service). Employee should provide proof of service by mail/courier within 5 days of termination of this agreement.

To the greatest extent possible, this Agreement shall be governed by California law and the laws of the United States, and the exclusive jurisdiction and venue for any and all actions arising out of, or brought pursuant to, this Agreement shall be in a court of competent jurisdiction within the County of San Diego.

**I hereby affirm by my signature that I have read this Temporary Remote Work Agreement and understand and agree to all of its provisions.**

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Employee Name

Employee Signature

Date

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Department Chair/Supervisor Name

Department Chair/Supervisor Signature

Date

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Dean Name

Dean Signature

Date

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EVC Approval

Date