

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the Santa Monica Community College District (the “District”) and the California School Employees Association and its Chapter 36 (together “CSEA”) as of this 6th day of May, 2022.


RECITALS

- A. Both parties are interested in implementing a remote work program for District employees.
- B. The District and CSEA have met and conferred concerning the subject matter of this MOU.

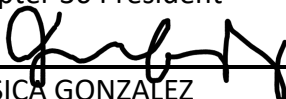
AGREEMENT

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

- 1. The Remote Work Policy attached hereto as Exhibit A shall be implemented by the District beginning July 1, 2022.
- 2. The District shall meet and confer with CSEA prior to any substantive revisions to the Remote Work Policy.
- 3. Nothing in this MOU prohibits the District from transitioning from on-ground to online work during an emergency without following the process set forth in the Remote Work Policy.



CINDY ORDAZ
Chapter 36 President



JESSICA GONZALEZ
CSEA Labor Representative
For California School Employees Association



DR. KATHRYN E. JEFFERY
Superintendent/President

For the District

EXHIBIT A

I. PURPOSE

This policy contains the guidelines for the Santa Monica College Remote Work Program. The guidelines and requirements described herein are applicable to College employees participating in the College's Remote Work Program.

The purpose of this policy is to set forth the College's expectations, rules and parameters for employees who have been approved to participate in the Remote Work Program. The participating employees may perform their job duties through remote work or a combination of remote work and in-person work. These options are voluntary alternative work arrangements that the College will consider on a case-by-case basis and are provided to facilitate all the positive aspects that result from such a program. This program is not a substitution to meet the occasional personal needs of employees that may arise (e.g., childcare issues, personal emergency). It is the intent of the College to make it available to all departments to the extent possible.

The Remote Work Program supports:

- Talent acquisition and retention strategies
- Increased productivity and collaboration
- Increased morale and job satisfaction
- Employee work/life balance
- Reducing the College's Average Vehicle Ridership (AVR) by allowing employees to reduce vehicle trips

Granting a remote work arrangement is a privilege and not a right or entitlement. The arrangement is a cooperative effort between the employee and Department. The operational needs of the College and the justification for the request will be considered. Certain positions, assignments, and classifications will not be suitable for a remote work arrangement. The College encourages an environment where all staff, whether they are participating in remote work or not, work collaboratively.

II. SCOPE

It is the intent of the College to make remote work available to all departments to the extent possible. If a provision in this Policy conflicts with a provision in the Merit Rules or any applicable memorandum of understanding ("MOU"), the provisions of the Merit Rules or applicable MOU shall apply.

III. DEFINITIONS

Alternative Work Location – A management-approved work site, other than the employee’s central workplace, where the employee performs his/her usual job duties. Such location may include, but is not limited to, the employee’s residence.

Central Workplace – The employee’s official work site at the College.

College – The Santa Monica Community College District.

Remote Work Agreement – A written agreement between the College and the employee outlining the employee’s obligations and responsibilities in accordance with this Policy.

Remote Work – A work arrangement in which College management authorizes permanent part-time and full-time employees to perform their usual job duties at an alternative work location, away from their central workplace, in accordance with their individual **Remote Work Agreement** (Appendix D).

Work Schedule – An employee’s set hours of work.

IV. POLICY

A. ELIGIBILITY

To participate in the Remote Work Program, an employee must submit a written request and obtain approval from their supervisor, area Vice-President, and Vice-President of Human Resources. A manager desiring to participate in the Remote Work Program must submit a written request to their immediate supervisor. A decision to deny a request for participation in the Remote Work Program will be reviewed with the employee; however, it is not subject to a grievance procedure or appeal process.

Considerations for initial approval and continuation of the ability to remote work include the following:

1. Needs of the College and the respective Department.
2. Nature of the employee’s job.
3. Type of service.
4. Availability and cost of needed equipment as provided by the respective Department.
5. Adequate and appropriate work space at the employee’s alternative work location, which may be subject to review by Risk Management.
6. Employee’s current and past job performance, including attendance and disciplinary record. Employees currently under a Performance Improvement Plan are not eligible for remote work under this Policy.
7. Impact to the Work Group, Division, Department and/or College.

8. Employees on an approved leave of absence are not eligible for remote work under this Policy.
9. Other job-related considerations deemed necessary and appropriate, and consistent with business necessities, by the employee's supervisor, area Vice-President, and Vice-President of Human Resources.
10. A Remote Work Agreement can be contingent upon the approval of changes to the employee's assigned work schedule.

B. APPROVAL PROCESS

The following is an outline of the steps needed for approval to participate in the Remote Work Program.

Step 1: Employee completes the **Remote Work Arrangement Readiness Checklist and Expectations for Employees** (Appendix A) and the Remote Work Arrangement Request Form (Appendix C) and submits the completed forms to their immediate supervisor.

Step 2: The immediate supervisor completes **Remote Work Arrangement Readiness Checklist and Expectations for Managers** (Appendix B) and **Remote Work Arrangement Request Form** (Appendix C). The immediate supervisor shall inform the employee of any revisions necessary for the form to be approved.

Step 3: If the immediate supervisor approves the **Remote Work Arrangement Request Form** (Appendix C), the immediate supervisor will forward the signed form to the Area Vice President for review and approval along with Appendices A and B. If the immediate supervisor does not approve the **Remote Work Arrangement Request Form** (Appendix C) it shall be returned to the employee.

Step 4: The Area Vice President reviews Appendices A and B and the **Remote Work Arrangement Request Form** (Appendix C).

Step 5: If the Area Vice President approves the **Remote Work Arrangement Request Form** (Appendix C), the Area Vice President will forward the **Remote Work Arrangement Request Form** (Appendix C) to the Vice President for Human Resources for final approval along with Appendices A and B. If the Area Vice President does not approve the **Remote Work Arrangement Request Form** (Appendix C), it shall be returned to the employee.

Step 6: The Vice President for Human Resources reviews Appendices A and B and the **Remote Work Arrangement Request Form** (Appendix C). If approved, Human Resources will complete the Remote Work Agreement (Appendix D) and forward to the employee for signature along with the **Self-Certification Checklist for Remote Work** (Appendix E). If not approved, the form shall be returned to the employee.

Step 7: Risk Management may inspect the employee's designated alternative work location.

Step 8: Employee completes and signs the **Remote Work Agreement** (Appendix D) and submits the signed form to the Human Resources Department along with the **Self-Certification Checklist for Remote Work** (Appendix E). HR shall provide a copy of the approved and signed copy to the supervisor and area Vice President.

Step 9: Prior to starting a remote work arrangement, the immediate supervisor must review and initial the **Remote Work Agreement** (Appendix D).

The immediate supervisor, Area Vice President, and Vice President for Human Resources shall act on remote work requests within 15 calendar days of receipt. In the event a request is not approved, a reason shall be set forth in the applicable "Comment" area of the Remote Work Arrangement Request Form (Appendix C). A decision to deny a remote work request will be reviewed with the employee, but is not subject to any grievance or appeal process.

A copy of all documents in connection with remote work requests denied at the supervisor or Area Vice President level shall be filed with the Vice President for Human Resources.

C. GENERAL GUIDELINES FOR REMOTE WORK

1. Participation in a remote work arrangement is a privilege and not a right to this voluntary non-monetary benefit and will be approved on a case-by-case basis consistent with the mission and operational needs of the College and the employee's Department. The College is not obligated to approve remote work for employees, and eligible employees are not obligated to participate in remote work.
2. Remote work pursuant to these guidelines must be approved before it commences.
3. To be successful, regular and frequent communication between the supervisor and staff member must occur.
4. Participation in a remote work arrangement should not result in overtime unless authorized in advance by management personnel.
5. All remote work arrangements will be reviewed at least annually. New remote work arrangements will be reviewed at 30-day intervals during the first 90 days, which is intended to provide both the employee and their supervisor an opportunity to review and evaluate the remote work arrangement.
6. All remote work arrangements may be modified or terminated with a fifteen (15) calendar

day notice to the employee by the supervisor. A decision to terminate remote work will be reviewed with the employee, but is not subject to any grievance or appeal process.

7. Employees may withdraw from remote work at any time with at least five days' notice to their immediate supervisor.
8. The address, telephone number, and description of the alternative work location shall be outlined in the **Remote Work Agreement** (Appendix D).
9. Hours of Work and Employee Availability and Accountability
 - a. The work schedule of the remote work employee will be determined by the employee's immediate supervisor and set forth in the **Remote Work Agreement** (Appendix D). While a designated day(s) to remote work is recommended, ad hoc remote work is also acceptable with a supervisor's approval. There is no limit to the number of days an employee may work remotely.
 - b. Remote work employees are subject to the same job responsibilities, expectations and standards of performance and productivity as if they were working at their central workplace. The supervisor may require remote work employees to submit a written daily log of the work performed at the alternative work location.
 - c. Remote work employees are required to be accessible and responsive in the same manner as if they were working at their central workplace, regardless of the alternate work location. Remote work employees are in an on-duty status when working remotely and are expected to have the resources necessary to perform their job and concentrate on job duties without undue interruption.
 - d. Remote work employees understand that effective communication is essential for the remote work arrangement to be successful. The remote work employee must be available by telephone (i.e., landline or mobile), text, and/or email during the established remote work schedule. Teleconferencing or videoconferencing (i.e., Zoom or Teams) may be considered a reliable means of communication and may substitute for actual attendance some meetings with advance approval from the employee's immediate supervisor.
 - e. Remote work employees should be available to report to the central workplace in a reasonable amount of time (i.e., within 24 hours). In connection with a declared emergency, employees may be required to report to work as soon as reasonably possible.
10. Safety and Workers' Compensation
 - a. Remote work employees agree to furnish and maintain the alternate work

location in a safe manner consistent with the requirements of the City, State, and federal safety regulations, and are required to complete the **Remote Work Arrangement Readiness Checklist and Expectations Form** (Appendix A) before remote work commences. The alternate work location may be subject to safety compliance inspection by Risk Management and/or other authorized individuals on an employee's during remote work hours, as necessary. Reasonable notice will be provided prior to inspection.

- b. Remote work employees may be eligible for workers' compensation benefits for injury or illness that arises out of the employee's work, and occurs at the specified area of the alternative work location during the work schedule specified in the **Remote Work Agreement** (Appendix D). A job-related accident/illness during remote work hours must be reported to the employee's immediate supervisor or designee immediately or no later than 24 hours after the accident/illness, absent extenuating circumstances.
11. Remote work is not intended to allow for employees to pursue outside employment, to run their own businesses or engage in personal activities during working hours.
 12. Remote work employees must manage personal responsibilities such as childcare and other dependent care at their own expense and in a manner that allows job responsibilities and expectations to be successfully met as if they were working at their central workplace. Participation in remote work should not equate to a substitution for childcare.
 13. On a non-remote work day, the remote work employee may not work at the alternate work location unless the employee receives advance supervisor approval.
 14. Remote work employees understand that all obligations, responsibilities, codes of conduct, laws, policies, and terms and conditions of employment apply in the same manner and form during remote work as if the employee were working at the central workplace, unless otherwise specifically addressed in this Policy or the **Remote Work Agreement** (Appendix D). Any breach of the **Remote Work Agreement** (Appendix D) by the employee may result in modification or termination of remote work privileges, termination of the remote work arrangement, and/or disciplinary action, up to and including termination of employment.
 15. Equipment and Information Security.
 - a. All remote work employees are expected to use College-issued equipment; exceptions must be approved by the employee's supervisor and if applicable,

the Information Technology Department (ISD). The use of College equipment at the alternate work location will be evaluated and supplied on a case-by-case basis. Depending upon the situation, equipment needs for remote work employees will vary as determined by the employee's supervisor, Area Vice President, and the Chief Director of Information Technology.

- b. Remote work employees are responsible for returning all College-owned equipment upon request from their supervisor, when the remote work arrangement ends, or upon termination of employment.
- c. Remote work employees must adhere to the College's security policies and measures covering information security, software licensing, internet access, and data privacy.
- d. College-owned equipment shall be used for work-related purposes only, and is limited to use by the remote work employee. Remote work employees are responsible for ensuring that College-owned equipment is properly and responsibly used, maintained, stored and secured.
- e. Maintenance of College-owned equipment will be performed by Information Technology Department staff or their authorized technician. The remote work employee will be responsible for promptly reporting maintenance needs to the Helpdesk, and transporting the equipment to the College-designated repair location, if applicable. Necessary maintenance and repairs on College-owned equipment will be performed at the College's expense, unless the need for maintenance or repairs resulted from non-work-related use or preventable neglect.
- f. Remote work employees who are approved to use personal equipment and resources to perform work at the alternate work location are responsible for the expenses and costs of the equipment and resources. Accordingly, maintenance and repair of personal equipment is the responsibility of the employee. The College is not responsible for costs, expenses or liability associated with personal equipment or resources, even if the employee is engaged in College work at the time.
- g. Remote work employees must promptly notify their immediate supervisor of any disruptions at the alternate work location (e.g., equipment failure, power outages, telecommunication difficulties) impacting the employee's ability to perform their job duties. In such occurrence, the College may require the employee to report to the central workplace or the employee may request leave. If the employee is required to report to the central workplace, the employee is not guaranteed "replacement time" or an "in lieu of" remote work day. However, the employee's remote work day may be temporarily switched to another day with approval from their immediate supervisor.

16. Costs/Expenses
 - a. The employee is responsible for all costs related to high-speed internet access at the remote work location.
 - b. Basic office supplies may be obtained through normal departmental procurement procedures.
 - c. Any other expense reimbursement related to remote work requires prior approval by the employee's immediate supervisor and Area Vice President.
 - d. Any costs related to remodeling and/or furnishing the alternate work location is non-reimbursable and is the sole responsibility of the employee.
 - e. Normal household expenses associated with the alternate work location (e.g., home maintenance, utilities, high-speed internet access, rent, mortgage payments, insurance, taxes) are the sole responsibility of the remote work employee and are non-reimbursable.

17. If work assignments necessitate remote access of or use of confidential College information, remote work employees are required to take reasonable and prudent measures to ensure the security of confidential College information and prevent its loss or unauthorized disclosure. Any breach of confidential information by the employee may result in modification or termination of remote work privileges, termination of the remote work arrangement, and/or disciplinary action, up to and including termination of employment.

18. Tax implications of remote work are the responsibility of the employee. The remote work employee, at their own discretion and expense, may consult independent professionals for advice in this area.

D. DISASTER RELIEF WORKER

Employees participating in a remote work arrangement are not excused from being activated as a College disaster relief worker.

E. ONE-YEAR REVIEW

No later than thirteen months after the commencement of this remote work program, the Vice President for Human Resources shall prepare a report concerning the operation of the program during the first 12 months. The report shall contain the following information:

- The number of remote work requests
- The type of remote work requests (e.g., full, partial)
- The number of remote work requests denied and who they were denied by
- The reasons remote work requests were denied

- The number of remote work requests approved

Appendix A

REMOTE WORK ARRANGEMENT READINESS CHECKLIST AND EXPECTATIONS FOR EMPLOYEES

Job Fitness

- A remote work arrangement will help meet the needs of the College and my respective Department.
- The nature of my job and associated job duties, including working successfully with co-workers and the College community, are suitable to a flexible work schedule.
- My proposed remote work has no adverse impact on:
 - The quantity of work produced.
 - The quality of work produced.
 - The work on any other employees' work and/or overtime.
 - The current levels of communication between my supervisor/manager and/or colleagues.
- My job duties can be performed equally as well during the hours of the remote work arrangement.
- My job does not require me to be physically present at my central workplace to perform the essential functions of my position.
- I am able to make arrangements to serve the college community as well as I would in person.
- My supervisor/manager's ability to validate and evaluate my work and performance will not be impacted.

Equipment and Location

- My supervisor has or will provide me with a laptop computer, software access and other equipment needed to successfully complete my job remotely.
- I proficiently use the tools available to work flexibly, which include Zoom and Teams.
- I keep my Outlook calendar up to date and others have appropriate access to view my availability in order to effectively work with my team and supervisor.
- If available, I have taken the mandatory Risk Management training associated with remote work.
- I have adequate and appropriate work space at my alternate work location, and I am willing to provide access to allow a review by Risk Management if needed.

Job Status

- My current and past job performance, including attendance and disciplinary record, meets the eligibility standards, and I am not on a Performance Improvement Plan.
- I am not on an approved leave of absence.
- I have established goals that are in line with my performance evaluation which can also be achieved with a flexible work arrangement.

If you are able to check all the relevant boxes above, then you may be a candidate for remote work.

Appendix B

REMOTE WORK ARRANGEMENT READINESS CHECKLIST AND EXPECTATIONS FOR MANAGERS

Job Fitness

- The remote work arrangement for the requesting employee meets the needs of the College and the respective Department.
- The nature of the requesting employee's job and associated job duties, including working successfully with co-workers and customers, are suitable to a remote work arrangement.
- The proposed remote work has no adverse impact on:
 - The quantity of work produced.
 - The quality of work produced.
 - The work on any other employees' work and/or overtime.
 - The current levels of communication between the requesting employee and their supervisor and colleagues.
- The requesting employee's job duties can be performed equally as well during the hours of the remote work arrangement.
- The requesting employee's job does not require them to always be physically present at their central workplace to perform the essential functions of their position.
- The requesting employee is able to make arrangements to serve the College community as well as they would in person.
- My ability to supervise and validate the requesting employee's work and performance will not be impacted.

Equipment and Location

- I have or will provide a laptop computer, software access and other equipment needed to enable the requesting employee to successfully complete their job remotely.
- I can proficiently provide the necessary tools and resources for my staff (e.g., Zoom, Office 365 suite, calendar maintenance, Help Desk)
- The requesting employee's calendar is up to date and others have appropriate access to view their availability in order to effectively work with the team.
- The requesting employee has taken the Risk Management training associated with the Remote Work Policy.
- There is adequate and appropriate work space at the employee's alternative work

location, which may be subject to review by Risk Management.

Job Status

- The requesting employee's current and past job performance, including attendance and disciplinary record are acceptable under the criteria in the policy and the employee is not currently on a Performance Improvement Plan.
- The requesting employee is not on an approved leave of absence.
- I have an established plan or guidelines to manage remote work employees who report to me.
- I have a work plan to effectively measure productivity of participating employees.
- I have considered the potential impact to the work group, Department, and College.
- I have considered any other job-related considerations as necessary and appropriate, and consistent with business necessities.

If you are able to check all the relevant boxes above in reference to the requesting employee, then that employee may be a good candidate for remote work.

Appendix C

REMOTE WORK ARRANGEMENT REQUEST FORM

EMPLOYEE NAME: _____

EMPLOYEE #: _____

POSITION TITLE: _____

DEPARTMENT: _____

I am requesting to work remotely. The address and telephone number of my alternative work location are:

ADDRESS: _____

Telephone #(s): _____

Description of alternative work location workspace:

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What are the reasons for the request:

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Please identify the hours you desire to engage in remote work.

DAY OF WEEK	Workday		Meal Period	TOTAL DAILY HOURS
	Start	End		
Sunday				
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				

I request that the remote work schedule become effective (must be the beginning of a pay period) on: _____ and end on: _____. If the duration is unknown, temporary arrangements in three-month increments are acceptable.

I understand that this request will be considered and approved at the sole discretion of management in accordance with the Remote Work Policy, and that any remote work arrangement does not change my employment status with the District.

Employee Name

Signature

Date

Supervisor

NAME:

SIGNATURE:

DATE:

APPROVED

NOT APPROVED

COMMENTS:

Area Vice President	
NAME:	
SIGNATURE:	
DATE:	
<input type="checkbox"/> APPROVED	<input type="checkbox"/> NOT APPROVED
COMMENTS:	

Vice President for Human Resources	
NAME:	
SIGNATURE:	
DATE:	
<input type="checkbox"/> APPROVED	<input type="checkbox"/> NOT APPROVED
COMMENTS:	

Appendix D

Remote Work Agreement

I, _____, voluntarily request to participate in the Remote Work Program for Santa Monica College. I understand, acknowledge, and agree to the following terms:

I have been approved for remote work

The address and telephone number of my alternative work location are:

ADDRESS:

Telephone #(s):

Description of alternative work location workspace:

The hours identified below have been approved for remote work.

DAY OF WEEK	Workday		Meal Period	TOTAL DAILY HOURS
	Start	End		
Sunday				
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				

The above remote work arrangement is expected to last: _____.

I understand, acknowledge, and agree to the following terms:

1. I understand that my alternate work location cannot be changed without prior approval of my supervisor and Area Vice President.
2. I will maintain the alternate work location in a manner that is conducive to business and free of hazards. I will, at a minimum, have an appropriate workspace (i.e. a desk and chair), a locking file cabinet or drawers, or similar secure storage area for College records and materials. I must have and maintain adequate workspace, proper lighting, basic telephone (landline or mobile) service, power and other utilities, adequate environmental conditions, adequate security, a working smoke detector.
3. I understand that I am responsible for all operating costs, home maintenance, and any other incidental costs (e.g., utilities, high-speed internet access, rent, mortgage payments, insurance, taxes) for my alternative work location.
4. I agree that the Santa Monica Community College District is not liable for any damages to personal or real property occurring during the course of performance of official duties, except to the extent established by law.
5. I have completed the Self-Certification Checklist, and understand and agree that my alternative work location may be subject to safety compliance inspection by Risk Management or other authorized individuals.
6. I have completed an inventory checklist from the Information Services Department for District-owned equipment issued to me in order to fulfill my work duties at the alternative work location in accordance with the Remote Work Policy.
7. I understand that all laws, rules, regulations, and College policies concerning conduct at the central workplace remain in full force and effect at my alternative work location.
8. I have read and understand all the terms and conditions of remote work set forth in the policy. I hereby certify that I will abide by all the terms and conditions set forth in this agreement and in the policy, and that failure to do so may result in my termination from remote work and/or disciplinary action, up to and including termination of employment.
9. I understand that I may voluntarily terminate my participation in remote work at any time with five days' notice to my immediate supervisor. The College may also terminate my participation in remote work, as set forth in the Remote Work Policy. I understand that if my participation in remote work is ended, I am expected and agree to resume my regular work schedule at my central workplace after that date.

_____ (Employee initial here) Acknowledgement of receipt of the Remote Work Policy

_____ (Supervisor initial here) Approval to initiate Remote Work Agreement

Supervisor:

Has employee been approved to use his/her personal equipment? Yes / No **(Please circle one)**

Appendix E

**SELF-CERTIFICATION CHECKLIST FOR
REMOTE WORK**

I, _____, by initialing the following, self-certify that I have the following equipment and conditions at my approved Alternate Work Location as required to maintain eligibility for remote work:

- _____ District-issued computer and communications equipment (e.g., District-issued phone, tablet, Skype, etc.)
- _____ Office-equivalent furniture
- _____ Locking file cabinet/desk drawer or other secure storage area
- _____ Electrical power
- _____ Adequate lighting
- _____ Working smoke detector
- _____ High speed internet access

EMPLOYEE SIGNATURE: _____

PRINT NAME: _____

DATE: _____