

Individualized Temporary Telecommuting Agreement

This is an agreement between Chico State Enterprises (CSE) and (Employee)

This agreement establishes the terms and conditions of the Telecommuting Program. The employee volunteers to participate in the Telecommuting Program and to follow the applicable guidelines and policies. CSE agrees with the employee's participation.

1. **Duration:** This agreement will be valid until canceled by the CSE or the employee, though in no event will it be longer than 60 days.
2. **Work Hours:** Work hours and location are specified as part of this agreement.
3. **Pay and Attendance:** All pay and leave will be based on the employee's official CSE position. The employee's time and attendance will be recorded as if performing official duties at their worksite. Managers remain responsible for certifying time.
4. **Leave:** The employee agrees to follow established procedures for requesting and obtaining approval of leave.
5. **Overtime:** A non-exempt employee working overtime approved in advance will be compensated in accordance with applicable law and rules. The employee understands that failing to obtain proper approval for overtime work may result in the telecommuting agreement's being canceled.
6. **CSE-owned Equipment:** In order to perform their work effectively, employees may use CSE equipment at the Telecommuting location, with the approval of their supervisor. The equipment must be protected against damage and may be used for CSE work only. CSE-owned equipment will be serviced and maintained by the CSE. Employees must have all CSE property that is removed from their CSE workplace documented in accordance with the CSE Property Management protocols, and shall complete an "[Off-Campus Use of CSE Equipment](#)" form. The form will be attached to this agreement when necessary. Supervisors are responsible for ensuring completion of the form, and following up on the return of equipment when necessary.
7. **Liability:** CSE will not be liable for damages to the employee's property resulting from participation in the Telecommuting Program.
8. **Cost:** CSE will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities), associated with the use of the employee's residence. The employee will be reimbursed for authorized expenses incurred while conducting official duties at the Telecommuting location, including business calls, paper and other supplies.
9. **Workers' Compensation:** The employee is covered by Workers' Compensation if injured in the course of performing official duties at the Telecommuting location. If an employee incurs a work-related injury while telecommuting, workers' compensation laws and rules apply just as they would if such an injury occurs at their workplace. Employees must notify their supervisors immediately and complete all necessary or management-requested documents regarding the injury.

10. **Work Assignment:** Work Assignments will be provided by the supervisor and can be communicated in person, by phone, video conference, and by email. The frequency of meetings with the supervisor on campus is at the discretion of department management. The employee will complete all assigned work according to procedures determined by the supervisor.
11. **Dependent Care:** Both parties agree that the Telecommuting Program will not be a substitution for in-home child or dependent care. If a child or dependent is present during scheduled work hours, they should make arrangements for the care of that child or dependent. If a child or dependent is ill or home because of a school closure, however, the employee may, on a temporary basis, provide primary care for that child or dependent while telecommuting or use Sick or Family Leave, subject to the approval of the employee's supervisor.
12. **Employee Rights:** The implementation of the telecommute work option, as defined herein, should not be construed to change or alter personnel management practices, such as rest periods, leave time, holidays and pay, as contained in CSE Employee Handbook or related law or rule.

All forms of telecommuting imply an employer-employee relationship with the employee receiving the same benefits and incurring the same responsibilities as a non-telecommuting employee.
13. **Performance Standards and Evaluation:** Performance standards and employee accountability for quantity and quality of their work will not change due to participation in the telecommuting program. As in "regular" office assignments, supervisors and employees must discuss and understand what it is that is expected to be produced during telecommuting and when it is due. Supervisors and employees must also arrange when/how to make contact with each other on telecommuting day(s). The evaluation of the employee's job performance will be based on established standards. Performance must remain in the category of "Meets Expectations" or above to remain in the Telecommuting Program.
14. **Sick/Vacation Leave:** If participants in the program are sick and unable to work in their telecommuting location, they are required to report those absences when they are unable to work as they would in a normal office setting. All use of vacation, personal holiday, sick leave, or any other type of leave is subject to approval by the employee's supervisor.
15. **Security/Confidentiality of Information:** Employees who telecommute are expected to follow all appropriate rules and regulations of CSE regarding security and confidentiality of information, including computer data and files security. The employee will apply approved safeguards to protect records from unauthorized disclosure or damage. All records, papers, and correspondence must be safeguarded for their return to the office.

RESPONSIBILITY FOR EQUIPMENT ASSIGNMENT, USAGE AND MAINTENANCE:

1. All maintenance on any CSE-supplied equipment will be performed by a CSE-authorized person at the 25/35 Main Street location at the CSE's expense. Employees must bring equipment to the designated CSE location.
2. CSE will repair or replace, if practical, lost, damaged, or stolen CSE equipment provided the employee has taken appropriate precautions to safeguard the equipment.
3. Employees may not use CSE-provided equipment or use or duplicate CSE and CSU, Chico software for personal use or allow non-CSE personnel to use it. Passwords may not be stored on employee-owned equipment and security measures must be initiated whenever the computer is left unattended.

4. Telecommuting employees must return CSE-provided equipment to CSE and guarantee to erase CSE software on their personal computers when requested by their supervisor or when employment is terminated. Software provided by CSE remains the property of CSE and CSU, Chico. Any software provided by CSE and CSU, Chico shall be returned at the end of the telecommuting agreement or upon termination of employment.
5. As appropriate, a telecommuter may have access to CSE and CSU, Chico communication network, including electronic mail, calendar and/or telephone contact between the employee and supervisor. The extent of this access can vary.
6. If the telecommuter is using personal computer equipment for telecommuting, the hardware and software must be compatible with the CSE & CSU, Chico configuration. An employee who telecommutes and who elects to use the employee's personal computer is expected generally to provide any necessary hardware and telephone lines to telecommute successfully. Use of non-CSE computing equipment should be limited to personal computers that have up-to-date system patches and currently supported operating systems (e.g., Windows 10, MacOS 10.13 or newer) in addition to anti-virus and anti-malware protection.
<http://www.csuchico.edu/isec/remote-access>
7. Expenses for the employee's equipment and work site (e.g., maintenance, repair, insurance) are the employee's responsibility.
8. The employee shall release CSE and the CSU, Chico from any and all liability resulting from the use of his/her own computer.
9. Telecommuters shall comply with computer software licensing agreements, CSE and CSU, Chico policy and federal laws, including copyright and patent laws.
10. Use of CSE and CSU, Chico-provided software and data supplies at a remote work location is limited to the authorized employee and is authorized for purposes related to CSE business only.
11. Products, documents and other records used and/or developed while working under a telecommuting agreement will remain the property of, and be available to, CSE.
12. Upon termination of the telecommuting agreement, the employee will immediately return all CSE property.

WORK PLACE HAZARDS ASSESSMENT:

Liability considerations:

If an employee is conducting authorized CSE business and his/her actions are within the course and scope of his/her employment, CSE's liability is the same whether the employee is at home or at a regular work location. Therefore, employees who work at home must keep their home offices in a businesslike manner, and as clean and free from hazards as their regular workplace, in order to minimize the chance of accidents. Work-related accidents shall be reported to the supervisor and CSE Human Resources Office immediately (530-898-3536).

Health and Safety:

Home offices must be clean and free of obstructions. The home must be in compliance with all building codes. The facility must be free of hazardous materials. Telecommuting employees are responsible for ensuring their homes comply with these health and safety requirements. In addition, they should also have furniture, seating, and lighting that is conducive to a good work environment. The home "office" also should be out of the home "line of traffic," especially if other members of the family are present during working hours. Management may deny an employee the opportunity to

telecommute or may rescind a telecommuting agreement based on unsafe conditions in the home or suspected hazardous materials at the home facility.

Inspections:

Management shall retain the right to visit the home work environment and/or make inquiries as to the status of the home work environment. Any such visits shall be coordinated with the employee and have the employee's consent. Failure to maintain a proper and safe work environment, as determined by management, is cause for an employee's immediate termination from the telecommuting program.

Discontinuing Participation:

- An employee may voluntarily choose to discontinue the telecommuting assignment.
- Abuse of telecommuting or violations of this agreement may result in this telecommuting agreement's being discontinued.
- Additionally, the supervisor may determine that in certain situations telecommuting schedules may have to be adjusted or that a temporary suspension of the telecommuting agreement due to operational necessity is required.
- The employee's supervisor may terminate a telecommuting agreement at any time.

Work Hours and Location:

The following are the working hours and locations which are agreed to as part of the Telecommuting Program.

Official Work Location: _____ Telecommuting Location: _____

Telecommuting Day(s): _____ General Work Hours: _____

Any employee who violates this policy and procedure may be subject to discipline, up to and including dismissal. We agree to abide by the terms and conditions of this agreement. A copy of the agreement shall be placed in the employee's official personnel file.

Please obtain the appropriate signatures and email this document and the [Off-Campus Use of CSE Property form](#) (if applicable) to the CSE Human Resources office at: csehr@csuchico.edu for review and final approval.

Employee Name: _____

Employee Signature: _____ Date: _____

Manager/PI Signature: _____ Date: _____

CSE Administration Signature: _____ Date: _____

Keep copies for your records.