



Individualized Telecommuting Agreement

INSTRUCTIONS

- Please complete this form and submit all pages to Human Resources Zip 010.
- If appropriate, also submit an [Off-Campus Use of University Equipment](#) form to Property Management Zip 910.

AGREEMENT

This is an agreement between California State University, Chico (Chico State) and

_____ (Employee – print name) _____ (Employee ID)
_____ (Department) _____ (Division)

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. CSUC agrees with the employee's participation.

Duration: This agreement will be valid until canceled by the university or the employee, though in no event will it be longer than 60 days.

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- Work Hours:** Work hours and location are specified as part of this agreement.
- Pay and Attendance:** All pay and leave will be based on the employee's official CSUC position. The employee's time and attendance will be recorded as if performing official duties at the campus. Managers remain responsible for certifying time.
- Leave:** Employees must obtain supervisory approval before taking leave in accordance with applicable collective bargaining agreements, California State University policy and established department procedures. The employee agrees to follow established procedures for requesting and obtaining approval of leave.
- 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.
- University-owned Equipment:** In order to perform their work effectively, employees may use University equipment at the Telecommuting location, with the approval of their supervisor. The equipment must be protected against damage and may be used for University work only. University-owned equipment will be serviced and maintained by the University. Employees must have all state property that is removed from their University workplace documented in accordance with the University Property Management protocols, and shall complete an "[Off-Campus Use of University 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.
- Liability:** The University will not be liable for damages to the employee's property resulting from participation in the Telecommuting Program.
- Cost:** The University 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.
- 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 the campus office. 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:** Employee rights provided for in the employee's Collective Bargaining Agreement are not affected by participation in a telecommuting program. None of the rights or benefits provided under the employee's Collective Bargaining Agreement are enhanced or abridged by the guidelines of the telecommuting program.
13. 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 applicable Collective Bargaining Agreement provisions or related law or rule.
14. 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.
15. **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.
16. **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, compensatory time off, sick leave, or any other type of leave is subject to approval by the employee's supervisor.
17. **Security/Confidentiality of Information:** Employees who telecommute are expected to follow all appropriate rules and regulations of the University 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 University-supplied equipment will be performed by a University-authorized person at a University work location at the University's expense. Employees must bring equipment to the designated University location.
2. The University will repair or replace, if practical, lost, damaged, or stolen University equipment provided the employee has taken appropriate precautions to safeguard the equipment.
3. Employees may not use University-provided equipment or use or duplicate University software for personal use or allow non-University 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 University-provided equipment to the University and guarantee to erase University software on their personal computers when requested by their supervisor or when employment is terminated. Software provided by the University remains the property of the University. Any software provided by the University shall be returned at the end of the telecommuting agreement or upon termination of employment.
5. As appropriate, a telecommuter may have access to the University 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 University 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-university 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. See *Remote Access site* at <http://www.csuchico.edu/isec/remote-access>, for additional information.
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 the University from any and all liability resulting from the use of his/her own computer.
9. Telecommuters shall comply with computer software licensing agreements, University policy and federal laws, including copyright and patent laws.
10. Use of University-provided software and data supplies at a remote work location is limited to the authorized employee and is authorized for purposes related to University 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, the University.
12. Upon termination of the telecommuting agreement, the employee will immediately return all University property.

WORK PLACE HAZARDS ASSESSMENT:

Liability considerations:

If an employee is conducting authorized University business and his/her actions are within the course and scope of his/her employment, the University'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 University office, in order to minimize the chance of accidents. Work-related accidents shall be reported to the supervisor and the Benefits and Leaves Office immediately (530-898-4670).

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 LOCATION AND HOURS:

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

Official Work Location: _____ Telecommuting Location: _____
Enter physical/home address

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.

Employee Signature: _____ Date: _____

Appropriate Administrator/Chair Signature: _____ Date: _____

Next Level Supervisor: _____ Date: _____

Keep copies for your records. Originals should be routed to HRSC Zip 010 or Chico State Enterprises.