

Telecommuting Agreement

This Telecommuting Agreement (“Agreement”) is between CSUF and _____ (“Employee”), and must be signed and approved by the Employee’s Appropriate Administrator and the Vice President of Human Resources, Diversity and Inclusion (“HRDI”). This Agreement is voluntary and may be terminated at any time for any reason upon fourteen (14) calendar days’ (or less by mutual agreement) written notice to the Employee or Appropriate Administrator. This Agreement is subject to review by the Appropriate Administrator on a quarterly basis, at minimum, and automatically terminates 12 months from the date of implementation.

CSUF and Employee agree that the Employee will Telecommute on the following terms:

Official Work Location:	Telecommuting Location (must be within the state of California):
Telecommuting Day(s):	Work Hours:
Telecommuting Start Date:	*If needed, attach any additional information relevant to work responsibilities and duties while telecommuting.
Telecommuting End Date:	

Employee acknowledges and agrees that they will continue to be expected to perform all job responsibilities while Telecommuting in accordance with the telecommuting terms. Employee will meet or communicate with their Appropriate Administrator to receive assignments, review work progress, and complete work as the Appropriate Administrator directs.

Employee acknowledges and agrees that they must maintain daily communication during the work days and hours specified in this Agreement with their Department’s Appropriate Administrator. Daily communication must be maintained in the manner directed by their Department’s Appropriate Administrator, including by means of readily available technology ordinarily used in the workplace, such as by laptop computer, mobile phone, email, network access, messaging application, videoconferencing with camera video on, instant messaging and/or text messaging at all times during the workdays and hours identified above.

Employee agrees to promptly notify their Appropriate Administrator when unable to perform work assignments due to equipment failure or other unforeseen circumstances. Employee may be assigned to a project and/or work location that may necessitate immediate termination of the telecommuting agreement.

Employee acknowledges and agrees to comply with all applicable policies and procedures of the University and within the employee's department as if they were working on-site.

Employee acknowledges and agrees that they are responsible for assuring that their Telecommuting Site complies with health and safety requirements. Any equipment, utility charge or internet access not provided by the University is the responsibility of the employee to procure/arrange and at the employee's sole expense, except as specifically provided in this Telecommuting Agreement. The University will provide any software required for Employee to perform their work duties. Employee agrees to comply with any licensing regulations and restrictions for all software under license to the University.

Employee acknowledges and agrees that any maintenance of CSUF-supplied equipment for Telecommuting, including but not limited to hardware upgrades and software installation, must be performed by a CSUF-authorized person at a CSUF work location. If directed by Employee's immediate supervisor or Appropriate Administrator, Employee must bring University equipment to the designated CSUF location. The University will repair or replace any damaged or lost CSUF equipment, at its sole discretion, and so long as the participating employee has complied with the terms listed in the CSUF Device End-User Protocol and CSUF Property Form.

Employee acknowledges and agrees that the University does not have the ability to safeguard off-site locations, and they are responsible for University issued equipment as described in the CSUF Device End-User Protocol and CSUF Property Form. Employee is advised to contact their insurance agent for information regarding insurance coverage for University equipment entrusted to them for use at non-University work sites.

Employee acknowledges and agrees that regular campus help desk support will be provided to them, as it is provided to all employees. Employee is required to bring University-owned equipment to campus if necessary. University-owned assets shall not be serviced anywhere other than by CSUF IT. The University will not provide technical support for non-University equipment.

Employee acknowledges and agrees that they shall not copy, place on another computer, or delete restricted-access materials that are at the University on-site work location or accessed through the computer, unless approved in advance in writing by the Appropriate Administrator and the campus Information Security Officer (ISO) or designee.

Employee acknowledges and agrees that work performed on behalf of the University from their off-site workplace is official University business. All records, documents, and correspondence (either on paper or in electronic form) must be provided to the University upon request by the participating employee's Appropriate Administrator and/or at the end of the Agreement. Employee shall protect University information from unauthorized disclosure or damage and will comply with federal, state, and University rules, policies, and procedures. On request, all applicable rules, policies, and procedures shall be provided to the participating employee by their Appropriate Administrator.

Employee acknowledges and understands that information classified under the CSU Data Classification Standard as “Level 1 – Confidential” or “Level 2 - Internal Use” must be stored on University designated information systems. Level 1 and/or Level 2 data should not be stored on remote devices. Any exception should be specifically approved in writing, in advance, by the Appropriate Administrator, the campus Information Security Officer, and the Chief Information Officer or designee. The campus reserves the right to review and inspect any software and hardware used by the participating employee to access Level 1 or Level 2 data. The CSU Data Classification Standard is listed as an Appendix to this policy.

Employee acknowledges and understands that if their job activities require access to campus via Virtual Private Network (VPN), the participating employee may be required to use campus-owned computer equipment, in order to protect the integrity of the campus network. Equipment used by the participating employee to connect via VPN must be reviewed by the Information Security Office and approved in writing by the Chief Information Officer.

Employee acknowledges and understands that the release or destruction of records should be done only in accordance with University records retention policy and procedure, and with the approval of their Appropriate Administrator.

Employee acknowledges and understands that the University shall have no responsibility for any private property that may be used, lost, or damaged as a result of Telecommuting with the exception of damage caused by University-owned equipment that has been documented as defective and documented as having caused the damage. The University shall have no responsibility to reimburse the participating employee for any wear and/or repair of non-University property, even if such property is used by the employee in connection with this Agreement.

Employee acknowledges and understands that the University will not reimburse them for the expense for any supplies that the University regularly provides employees when working at their on-site University work location. Employee may submit an advance written request for approval by their Appropriate Administrator for the purchase of any special supplies not available in the on-site work location.

Employee acknowledges and understands that the University is not responsible for operating costs, home maintenance, property or liability insurance, or other expenses (utilities, cleaning services, etc.) associated with telecommuting, or the Telecommuting Site.

Employee acknowledges and understands that they are responsible to ensure that safe working conditions exist, including without limitation by ensuring conformity with the Telecommuting Home Safety Checklist. Consequently, if an alleged work-related injury occurs, the University shall have the right to promptly make on-site inspection of any Telecommuting Site, with advance written notice or at other mutually agreed-upon times.

Employee acknowledges and understands that their salary and benefits shall not change as a result of participating in the University’s Telecommuting Program. Employee is not eligible to

receive a reimbursement for travel mileage to attend work related activities at the CSUF on-site work location.

Employee acknowledges and understands that the requirements and the procedure for requesting sick leave, vacation and other leaves will not change while the Agreement is in effect.

Employee acknowledges and understands that Telecommuting is not a substitute for dependent care or medical leave or caring for an ill family member. An employee working pursuant to a Telecommuting Agreement is required to make arrangements to care for dependents or ill family members during the agreed upon workdays/hours.

Employee acknowledges and understands that a FLSA non-exempt participating employee shall not work overtime without prior written approval from their Appropriate Administrator. If the participating employee works overtime that has been approved in advance, compensation or compensatory time off will be provided in accordance with eligibility guidelines and applicable laws, policies, and collective bargaining agreements. A participating employee's failure to obtain prior approval for overtime work may result in termination of Telecommuting Agreement.

Employee acknowledges and understands that they shall be responsible for considering and addressing any personal income tax issues relating to any Telecommuting Agreement, including without limitation issues relating to Employee's ability to deduct expenses related to telecommuting.

You agree that upon commencement of this Temporary Telecommuting Agreement, you will be Telecommuting only from the following City in California:

_____.

UNDERSTOOD AND AGREED:

Employee Signature

Date

Print Name/Title

APPROVED BY:

Appropriate Administrator

Date

Print Name/Title

Department

HRDI

Associate Vice President, Human Resource Services

Date

Print Name

Cc: Appropriate Administrator
Personnel File

***Please submit this form to HRDI (hr@fullerton.edu) prior to the start of Telecommuting for final review. The Appropriate Administrator will be notified by HRDI once the agreement has been signed by all parties.**