

This is an agreement between CSU Fullerton Auxiliary Services Corporation (“ASC”) 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 listed below.

1. **Duration:** This agreement will be valid until canceled by ASC or the employee.
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 ASC position. The employee’s time and attendance will be recorded as if performing official duties at the campus.
4. **Feasibility:** ASC recognizes that telecommuting is only feasible for those job duties that can be performed away from campus. In that regard, most telecommuting agreements are voluntary and can be implemented only in instances in which a department’s head has determined that the nature of the job duties of a particular position can be performed successfully outside the traditional office setting without an undue impact on campus operations and the University’s educational mission.
5. **Leave:** Employees must obtain supervisory approval before taking leave in accordance with the ASC Employee Handbook. The employee agrees to follow established procedures for requesting and obtaining approval of leave.
6. **Overtime:** An 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 being canceled.
7. **ASC-owned Equipment:** To perform their work effectively, employees may use ASC equipment at the telecommuting location with the approval of their supervisor. The equipment must be protected against damage and may be used for ASC work only. ASC-owned equipment will be serviced and maintained by the ASC. Employees must have all ASC property that is removed from their ASC workplace documented in accordance with the ASC IT and Technology Use policy.
8. **Liability:** ASC will not be liable for damages to the employee’s property resulting from participation in the Telecommuting Program.
9. **Cost:** ASC 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. If applicable, the employee will be reimbursed for authorized expenses incurred while conducting official duties at the telecommuting location. Authorized expenses must be pre-approved (in writing) by the immediate supervisor.

10. **Workers' Compensation:** The employee is covered by Workers' Compensation if injured while 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 supervisor and Human Resources immediately and complete all necessary and/or management-requested documents regarding the injury.
11. **Work Assignment:** Work assignments will be provided by the supervisor and can be communicated in person, by phone, 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.
12. **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, the employee must agree to decide for the care of that child or dependent. If a child or dependent is ill, 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.
13. **Employee Rights:** Employee rights provided for through federal, state, and local regulations and laws are not suspended in any way while telecommuting. 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 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.
14. **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 is expected to be produced during telecommuting and when it is due. Supervisors and employees must also arrange when/how to contact 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.
15. **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.
16. **Security/Confidentiality of Information:** Employees who telecommute are expected to follow all appropriate rules and regulations of ASC 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 ASC-supplied equipment will be performed by an ASC-authorized person at an ASC work location at ASC's expense. Employees must bring equipment to the designated ASC location.
2. The ASC will repair or replace, if practical, lost, damaged, or stolen ASC equipment provided the employee has taken appropriate precautions to safeguard the equipment.
3. Employees may not use ASC-provided equipment or use or duplicate ASC software for personal use or allow non-ASC 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 ASC-provided equipment to the ASC and guarantee to erase ASC software on their personal computers when requested by their supervisor or when employment is terminated. Software provided by ASC remains the property of ASC. Any software provided by ASC shall be returned at the end of the telecommuting agreement or upon termination of employment.
5. As appropriate, a telecommuter may have access to ASC's 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 ASC's configuration. An employee who telecommutes and elects to use the employee's personal computer is expected generally to provide any necessary hardware and telephone lines to telecommute successfully.
7. Expenses for the employee's equipment and worksite (e.g., maintenance, repair, insurance) are the employee's responsibility.
8. The employee shall release the ASC from all liability resulting from the use of his/her own computer.
9. Telecommuters shall comply with computer software licensing agreements, ASC policy and federal laws, including copyright and patent laws.
10. Use of ASC-provided software and data supplies at a remote work location is limited to the authorized employee and is authorized for purposes related to ASC 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 ASC.
12. Upon termination of the telecommuting agreement, the employee will immediately return all ASC property.

## **WORKPLACE HAZARDS ASSESSMENT:**

1. **Liability Considerations:** If an employee is conducting authorized ASC business and his/her actions are within the course and scope of his/her employment, ASC'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 ASC office, to minimize the chance of accidents. Work-related accidents shall be reported to the supervisor and Human Resources immediately.
2. **Health and Safety:** Home offices must be clean and free of obstructions. The home must be following 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.
3. **Inspections:** Management shall retain the right to visit the homework environment and/or make inquiries as to the status of the homework 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.
4. **Discontinuing Participation:** An employee may voluntarily choose to discontinue the telecommuting agreement. Abuse of telecommuting or violations of this agreement may result in this telecommuting agreement being discontinued. Additionally, the supervisor may determine that in an emergency, telecommuting schedules may have to be adjusted or that a temporary suspension of the telecommuting agreement due to operational necessity is required.

**Telecommuter Information**

Employee Name: \_\_\_\_\_ Employee CWID: \_\_\_\_\_

Department: \_\_\_\_\_ Supervisor/Manager: \_\_\_\_\_

Telecommuting Site Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Telecommuting Start Date: \_\_\_\_\_ End Date (if applicable): \_\_\_\_\_

**Telecommuter Work Schedule**

Mark the days that you are scheduled to work at the telecommuting site (TS) and the days you are scheduled to work on campus (OC). If your telecommuting work hours are different from your normal work hours, list them below. Work hours will be in accordance with the agreement between you and your immediate supervisor based on departmental and business need.

**Weekly Work Schedule Hours & Location (TS/OC):**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Location							
Start							
End							

By signing this agreement, you acknowledge that you received, read, and understood the ASC Telecommuting Program. In addition, you agree to abide by the Telecommuting Agreement. This agreement must be signed and emailed to [ascptr@fullerton.edu](mailto:ascptr@fullerton.edu) with the **subject line telecommuting agreement** prior to the start of your official telecommute. Note that telecommute agreement is only applicable in California.

\_\_\_\_\_  
Employee Name & Signature                      Date

\_\_\_\_\_  
Supervisor Name & Signature                      Date

\_\_\_\_\_  
Director Name & Signature                      Date  
(If applicable)

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

\_\_\_\_\_  
Human Resources Name & Signature                      Date

