

## 20. Sample Telecommuting Agreement

### UCSC TELECOMMUTING AGREEMENT

This agreement specifies the conditions applicable to an arrangement for performing work at an alternate work site on a regular basis. The telecommuting agreement begins on **(DATE)** and will continue until **(DATE)**. It can be withdrawn with **(DATE)** days written notice by either party. The employee, supervisor and department head agree that the following apply:

1. The employee's duties, obligations, responsibilities and conditions of employment with the University remain unchanged except those obligations and responsibilities specifically addressed in this agreement. Job responsibilities, standards of performance and performance appraisals remain the same as when working at the regular University work site.
2. Days and hours when the employee will normally work at the alternate work site are (DAYS AND HOURS). Requests to work overtime, use vacation, sick or other leave must be approved by the employee's supervisor in the same manner as when working at the regular University work site. The employee agrees to remain accessible during designated work hours, and understands that management retains the right to modify this agreement on a temporary basis as a result of business necessity. During the approved hours of work when the employee will be telecommuting, the employee shall not be the primary caregiver of any children, adults or elders.
3. Duties and assignments authorized to be performed at this alternate work site are (DUTIES). The supervisor reserves the right to assign work as necessary at any work site. Issues related to individual tax deductions for the designated workspace in the employee's home shall be the responsibility of the employee.
4. Regarding space and equipment purchase, set-up, and maintenance, the following is agreed upon:

[PURCHASE, SET-UP, MAINTENANCE, PROVISION OF SUPPLIES, INSURANCE ARRANGEMENTS (consulting Office of Risk Management, as necessary), ETC., FOR EACH PIECE OF EQUIPMENT, FURNITURE, PHONES, ETC.]

The employee agrees to use university-owned equipment, records, and materials for purposes of university business only, and to protect them against unauthorized or accidental access, use, modification, destruction, or disclosure. The employee agrees to report to the supervisor instances of loss, damage, or unauthorized access at the earliest reasonable opportunity. The employee understands that all equipment, records, and materials provided by the university shall remain the property of the university. With reasonable notice, the University may make on-site visits to the employee's home, at a mutually agreed upon time, to ensure that the designated work space is safe and free from hazards and to maintain, repair, inspect, or retrieve University-owned equipment, software, data, supplies and furniture

5. Equipment, software, data, supplies and furniture, when provided by the University for use at the employee's home office, remain the property of the Regents of the University of California and will be returned to the University within X days should this telecommuting agreement be terminated.
6. The University will provide for repairs to University equipment when damage to that equipment is incurred by an employee during the course and scope of their job duties and during the employee's work hours. When the employee uses personal equipment, software, data, supplies and furniture, the employee is responsible for maintenance and repair of these items unless other arrangements have been made in advance and in writing with the supervisor.

7. The employee is responsible for the safety and security of the above-named items at the employee's home. This includes maintaining data security and record confidentiality in the same manner as when working at the regular University work site. The employee may not duplicate University-owned software and will adhere to the manufacturer's licensing agreement.
  
8. The employee agrees to maintain a safe and secure work environment. The employee agrees to report work-related injuries to the supervisor at the earliest reasonable opportunity. The University's liability for job-related accidents will continue to exist if the injury was incurred in the course and scope of the employee's job duties and during the employee's scheduled hours of work (as articulated within the telecommuting agreement) since the employee's home office shall be considered an extension of the regular University work site. The employee agrees to hold the university harmless for injury to others at the alternate work site.

I hereby affirm by my signature that I have read this Telecommuting Agreement, and understand and agree to all of its provisions.

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Employee Signature Date

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Supervisor Signature Date

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Department Head Signature Date