

UCSC TELECOMMUTING AGREEMENT

This agreement specifies the conditions applicable to an arrangement for performing work at an alternate work site (scheduled or unscheduled). The employee, supervisor and department head agree that the following apply:

1. The telecommuting agreement begins _____ {Month dd, yyyy} and will continue through _____ {Month dd, yyyy}. This agreement should be renewed annually, and can be extended, replaced, or withdrawn, with ten (10) business days written notice by either party. The following conditions apply, and may change as needed, pending supervisor's approval:
 - Regular telecommute schedule is _____ {day-of-week}, {hours-of-day}, {if varies, please indicate}.
 - Regular telecommute location is _____ {location}.
 - Regular telecommute phone number is _____ {phone number}.
2. The employee may telecommute under this agreement, with the following exceptions:
 - Employees not working a five-day schedule are not eligible.
 - The employee will not telecommute on the week of an observed holiday or vacation.
 - The employee will report to the regular University work site in order to perform work or attend meetings as determined by the employee's supervisor or other work-related obligations.
3. 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.
4. While telecommuting, the employee:
 - Will remain accessible during the telecommute schedule, and understands that management retains the right to modify this agreement on a temporary basis as a result of a business necessity.
 - Will check in with the supervisor to discuss status and open issues.
 - Will be available for teleconferences, scheduled on an as-needed basis.
 - Will be available to come into the office if a business need arises.
 - Will request to use vacation, sick or other leave, which must be approved by the employee's supervisor in the same manner as when working at the regular University work site.
 - Shall not be the primary caregiver of any children, adults or elders.
5. Duties and assignments authorized to be performed while telecommuting are all duties as typically performed at the regular University work site. The supervisor reserves the right to assign work as necessary at any work site.
6. Regarding space and equipment purchase, set-up, and maintenance for telecommuting purposes:
 - The employee is responsible for providing space, telephone, printing, networking and/or Internet capabilities at the telecommute location, and shall not be reimbursed by the employer for these or related expenses. Internet access must be via DSL, Cable Modem, or an equivalent bandwidth network. Issues related to individual tax deductions for the designated workspace in the employee's home or other remote location shall be the responsibility of the employee.
 - Equipment, software, data, supplies and furniture, etc. ("property") when provided by the University for use at the employee's telecommute location, 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.
 - The employee will use University property for purposes of University business only, and will protect it against unauthorized or accidental use, access, modification, destruction, or disclosure (use). The employee will immediately report to the supervisor instances of unauthorized or accidental use at the earliest reasonable opportunity.
 - With reasonable notice and at a mutually agreed upon time, the University may make on-site visits to the employee's telecommute location to ensure that the designated work space is safe and free from hazards, provides adequate protection and security of University property, and to maintain, repair, inspect, or retrieve University property.

7. The University will provide for repairs to University property when damage to that property is incurred by the employee during the course and scope of their job duties and during the employee's work hours. When the employee uses personal property, the employee is responsible for maintenance and repair of such unless other arrangements have been made in advance and in writing with the supervisor.
8. The employee is responsible for the safety and security of any University property used by the employee at their telecommute location. 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.
9. The employee will maintain a safe and secure work environment. The employee will immediately 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 regular telecommute schedule since the employee's regular telecommute location shall be considered an extension of the University work site. The employee agrees to hold the University harmless for injury to others at the telecommute location.
10. The employee will adhere to policies, standards and guidelines published by the University.
 - a. All devices used for University business purposes are expected to comply with UCSC's Minimum Network Connectivity Requirements (see <http://policy.ucsc.edu/policies/its/it0004.html>).
 - b. The employee is expected to comply with the "ITS Policy Regarding Storage and Transmission of Personal Identity Information (PII)" (see <http://its.ucsc.edu/policies/pii.html>). If the employee uses or accesses university owned or created Personal Identity Information (PII), restricted data, or confidential data at a remote work site, this data must be protected according to UC policy, campus standards, and the law against malware and other threats of inappropriate access, disclosure, use, modification or destruction, on the computer, wherever the information is stored, when information is being transmitted, and in paper format. This requirement applies to all remote work activities, whether under a formal telecommuting agreement or not. Refer also to ITS' Remote Access Requirements (<http://its.ucsc.edu/policies/ra.html>) and Security website (<http://its.ucsc.edu/security>), for additional details and guidance.
 - c. University policy assigns the ownership of the administrative records of the University to The Regents of the University of California. This applies whether such records are in paper, digital, or other format, and regardless of their physical location. University employees are required to provide the University with copies of records in their possession that pertain to the administrative business of the University. Additionally, records relating to the business of the University may be considered public records subject to release under the California Public Records Act and/or the Information Practices Act. University and non-University individuals are expected to comply with requests for copies of records in their possession that pertain to University business or as required by law.
 - d. Additional guidance is available, including (but not limited to):
 - Information security policies: <http://its.ucsc.edu/policies/index.html>
 - Report a security incident: <http://its.ucsc.edu/security/report.html>

My signature affirms that I have read this Telecommuting Agreement, and understand and agree to all of its provisions.

Employee Name (print)	Employee Signature	Date
Supervisor Name (print)	Supervisor Signature	Date
Department Head Name (print)	Department Head Signature	Date