

Temporary Telecommuting Agreement - COVID-19 Reasons

Please be advised that you are agreeing to the following:

Both California State University, Fresno ("University") and the Telecommuter acknowledge and agree that the ability to work remotely is voluntary for both parties, must be approved in advance, and may be discontinued by either party at will and without cause, unless the University requires the employee to telecommute in the case of emergency business need. The University encourages departments to consider ways of implementing social distancing as a method to minimize the spread of the COVID-19 virus (referred to throughout this document as the current health situation). One such option for social distancing is telecommuting on a temporary basis where management has determined that such temporary telecommuting is appropriate and viable.

Employees ("Telecommuters") who are authorized to work remotely must meet the same standards and professionalism as is expected of University employees at onsite work locations in terms of job responsibilities, work products, customer and public contact. The Telecommuter also agrees to abide by all applicable policies and procedures of the CSU and the University.

This Temporary Telecommuting Agreement (Agreement) should be used in all instances in which management has determined that an employee may temporarily telecommute as a means of social distancing. In addition, if an employee already has an existing telecommuting agreement in place, this Temporary Telecommuting Agreement should be used instead of modifying an existing agreement because this Temporary Telecommuting Agreement provides the flexibility needed to adjust to any changing circumstances as the current health situation continues to evolve. This Agreement is must be approved by the employee's appropriate administrator.

If further telecommuting is deemed appropriate by management, a new Telecommuting Agreement should be prepared and signed. Note that having successfully engaged in temporary telecommuting pursuant to this Agreement does not require management to agree to any future telecommuting.

You agree to maintain a presence with your Department while temporarily telecommuting. Presence may be maintained in the manner and using the technology, directed by the Department, which remains readily available, such as by laptop computer, mobile phone, email, messaging application, videoconferencing, instant messaging and/or text messaging at all times during the times the Department expects or requires you to work. You are expected to maintain the same response times as if you were at Regular Fresno State Work Location. You will make yourself available to physically attend scheduled work meetings as requested or required by the Department.

While temporarily telecommuting, you will work just as if you were in your Regular Work Location and maintain productivity, performance, communication and responsiveness standards as if you were not temporarily telecommuting. This Agreement does not change the basic terms and conditions of your employment at California State University, Fresno. You will perform your duties as set forth in your job description, as well as those additional and/or different duties that the Department may assign from time to time. Further, you remain obligated to comply with all University (as well as the Department's) policies and procedures.

If you are a non-exempt employee, you are not to work overtime without prior approval from your appropriate administrator, and you are required to take your rest and meal breaks. You are required to notify your manager

within one business day if you believe you were unable to take a rest or meal break on a day on which you telecommuted.

You will be solely responsible for the configuration of and all of the expenses associated with your telecommuting workspace and all services unless the Department expressly agrees otherwise. This includes ensuring and maintaining an ergonomically appropriate and safe telecommuting worksite.

All injuries incurred by you during hours you are working and all illnesses that are job-related must be reported promptly to your appropriate administrator. Additional information concerning the University's workers compensation process is found at the Human Resources website:

<https://www.fresnostate.edu/adminserv/hr/workerscomp/index.html>

The Telecommuter agrees to abide by the licensing regulations and restrictions for all software under license to California State University, Fresno. The Telecommuter agrees to protect University information from unauthorized disclosure or damage and will comply with federal, state, and University rules, policies and procedures regarding disclosure of public and official records. The University will not be liable for damages to the Telecommuter's property that may result from participating in the telecommuting program. The Telecommuter hereby waives all rights to pursue legal action for such damage.

The Telecommuter hereby releases the University from liability for the use of off-site workspace or physical conditions associated with the workplace. The University is not responsible for operating costs, home maintenance property or liability insurance, or other incidental expenses (utilities, cleaning services, etc.) associated with telecommuting, the offsite workplace or use of the Telecommuter's home, with the exception of damage resulting from University-owned equipment that has been documented as defective and documented as causing the damage.

The Telecommuter 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 by the appropriate Administrator and the Information Security Officer (ISO).

This agreement, unless as stated otherwise above, expires based on the circumstance of the emergency business need. By submitting this form, the employee understands the University's Telecommuting Policy and agrees to abide by the terms as set forth in the policy and agreement, or in any policy superseding this policy that has been initiated through appropriate bargaining unit procedures.