SAN JOSÉ STATE UNIVERSITY TELECOMMUTER'S AGREEMENT

HUMAN RESOURCES FORM

Human Resources | One Washington Square | San José, CA 95192-0046 | 408-924-2250 408-924-1701 (fax)

Name of Telecommuter: _____ Date: _____

Working Title: _____ Classification: _____

Division: _____ Department: _____

Telecommuting will be (check the correct designation)

Full Time ☐ Part Time ☐ Voluntary ☐

Length of agreement _____ to _____

Both San José State University ("University") and the telecommuter acknowledge and agree that home based telecommuting or working from a University provided property, 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.

Employees ("Telecommuters") who are authorized to perform work at off-site work locations must meet the same standards and professionalism as is expected of San José State 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 University or within the employee's department.

The parties agree the Telecommuter shall work on-site at the University on the following days:
and shall work off-site on the following days: . Alternative telecommute days are to be scheduled only with advance approval of the Appropriate Administrator ("A.A."). Telecommuters must be available by phone during the core business hours of to . Telecommuters are expected to come into the office as required or if connectivity is not available on regular telecommute days. The Telecommuter will remain flexible to their AA and working arrangements when office functions require his/her attendance.

All benefits and the process to make leave requests must be followed and must be approved in advance by the A.A.. For non-exempt employees, overtime to be worked must be approved in advance by the A.A. Failure to obtain prior approval for overtime work may result in discontinuance of telecommuting.

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 agrees to abide by the licensing regulations and restrictions for all software under license to San José State University. 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 Telecommuter is responsible to ensure that safe working conditions exist and agrees that if a work related injury occurs, the University shall have the right to make on-site inspections of the workspace, including home workspace, with advance written notice or at mutually agreed times.
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 off-site 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 agrees to submit to the appropriate administrator a completed University Equipment List signed by the Telecommuter and his/her administrator.

Unless the University requires the employee to telecommute, the University will not be responsible for providing or paying for maintenance, travel, and supplies, including, but not limited to the following:

a. Wireless communication equipment
b. Furniture or remodeling associated with using a computer from home
c. Maintenance or repairs of privately owned equipment
d. Travel expenses associated with commuting to campus
e. Equipment supplies (should be provided through normal procurement procedures)
f. Travel expenses associated with commuting to the main office
g. Technical and computer personnel support provided at the telecommuting work location (other than normal help desk responses)
h. Additional equipment or services without prior specification and authorization

The replacement of State owned equipment that is stolen or destroyed, shall be the responsibility of the Telecommuter or his/her homeowners/renters insurance, up to the limits of such policy(s).

The University will pay for charges for business related telephone calls, Internet access and maintenance and repairs for University owned equipment. In order to be eligible for re-imbursement, requests for Reimbursable expenses must be submitted on a Travel Expense Claim form with supportive documentation including appropriate receipts, bills or other verification of the expense within thirty (30) days after the expense is incurred.

The Telecommuter agrees to surrender all University equipment and/ documents immediately upon request. The Telecommuter agrees that if a work related injury occurs, the University shall have the right to make on-site inspections of the workspace, including home workspace with advance written notice or at other mutually agreed-upon times.

This agreement, unless as stated otherwise above, expires in one year and must be renewed to continue participation in the University's telecommuting program. The employee understands the University 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.

Signed and Agreed by:

Employee Signature _____ Date _____

Print Name _____

Direct Supervisor/Department Chair _____ Date _____

Print Name _____

Associate Vice President/Dean _____ Date _____

Print Name _____

Reviewed by:

AVP Human Resources _____ Date _____

Print Name _____