

# SJSU Research Foundation Telecommuting Policy

## Human Resources

Policy No.: HR. 01-38-001 Rev. A

Effective  
Date: 06/21/2017

Supersedes: N/A –Initial Release

Publication  
Date: 06/21/2017

---

### 1.0 Purpose

As stated in its EEO/AAP policy, the SJSU Research Foundation (“Research Foundation”) is committed to developing, maintaining, and supporting equal opportunities in employment. To assist in this, the Research Foundation will actively support Telecommuting or Teleworking (terms used interchangeably) in order to meet its compliance obligations, and where operational needs of the Research Foundation will not be unduly burdened.

### 2.0 Responsibility

The Director of Human Resources or his or her designee will ensure implementation and oversight of this policy, in close collaboration and partnership with the Executive Director and the senior leadership team of the Research Foundation

### 3.0 Scope

This Policy applies to all employees who are assigned to work from the Research Foundation’s Central Offices location. This includes all exempt, non-exempt (hourly), benefited, non-benefited, full time, part time casual employees, including Student Assistants. This policy does not apply to any Research Foundation employees who are not assigned to work in the Research Foundation’s Central Offices location.

### 4.0 Definitions

This table provides definitions for special terms, acronyms, and abbreviations used in this policy.

Term, Acronym, or Abbreviation	Description
Telecommuting or Telework	Working at home or at other off-site locations that are linked electronically (via computer, fax, etc.) to the Central Office. Teleworking is a cooperative arrangement between the Research Foundation and an employee, based upon the employee’s needs for disability-related “accommodation.” This policy does not apply to situations where a Manager occasionally allows an employee to work at home on a particular day or instance, on a case-by-case basis.

ADA or FEHA Disability	Four state and federal laws protect employees with disabilities from discrimination: The Americans with Disabilities Act, the Americans with Disabilities Act Amendments Act of 2008, the Rehabilitation Act of 1973, and regulations and agency guidance adopted to implement these statutes; and the Fair Employment and Housing Act, including regulations amended in 2012.
Interactive Process	A collaborative effort between the Research Foundation and an employee to determine what accommodation, if any, can help the employee perform the essential functions of his/her position. The interactive process is an ongoing effort which requires an individualized assessment of both the job at issue and the specific physical or mental limitations of the individual that are directly related to the need for reasonable accommodation.

## 5.0 Policy

The Policy of the Research Foundation is that all Central Office – assigned employees are expected to report in to their Central Offices location, to their regular work offices or stations, on a regular basis. There is no telecommuting allowed as a general matter.

### 5.1 Reasonable Accommodation

The Research Foundation will consider “telecommuting” as a reasonable accommodation to a disabled employee under the terms of the ADA and the FEHA. Telecommuting may be considered, where and to the extent reasonable, to accommodate an individual with a disability who can perform the essential functions of the employee’s job from home, on a case-by-case basis.

The need to offer an ADA OR FEHA disability-related accommodation to work from home on a regular basis will be discussed by Human Resources with the employee by engaging in a timely, good-faith interactive process to determine effective reasonable accommodations. Please refer to definition provided in the “Definitions” section.

Both the Research Foundation and the employee shall exchange essential information in this process without delay or obstruction.

While the Research Foundation will consider an employee’s expressed preference amongst several possible reasonable accommodations during the interactive process, the Research Foundation reserves the right to select and implement an accommodation that is, in its determination, reasonable and effective for both the employer and employee.

In those cases where an accommodation to work from home is approved.

- a) the teleworking employee’s essential job functions and responsibilities will not change due to teleworking. The employee’s professionalism in terms of job responsibilities, work output, and customer orientation will be expected to continue to meet the standards set by the Research Foundation.
- b) the amount of time a teleworking employee is expected to work will not change due to teleworking, unless some alteration of work time is explicitly made a part of the reasonable accommodation granted. The employee’s work hours will be mutually agreed upon by the Manager and the employee.

- c) the teleworking employee is responsible for maintaining regular and frequent contact with his or her direct Manager throughout the working day. The Manager shall be the teleworking employee's primary contact within Central Offices. It is expected that the Manager and the teleworker will work together to keep each other apprised of events or information obtained throughout the working day.
- d) In the event that business conditions require the teleworking employee's presence at a meeting, function, or other event at the Central Office, a customer or client facility, or elsewhere, the employee is expected to make a good faith effort to report to attend consistent with the accommodation granted, even if such occurs during normally scheduled home-work area hours. Where an employee anticipates difficulty attending such a meeting, function or event, the employee will notify his or her manager sufficiently in advance that they may discuss the matter, and attempt to find an accommodation that will allow the employee's attendance.

The above information will be formalized with the Teleworker via a formal Agreement between the teleworker and the Research Foundation.

## **5.2 Undue Hardship**

The Research Foundation cannot and will not accommodate a qualified individual with a disability if and when the accommodation would cause an undue hardship to the organization. "Undue hardship" means significant difficulty or expense given the resources and circumstances of the Research Foundation in relationship to the cost or difficulty of providing a specific accommodation, and includes any accommodation that is unduly costly, extensive, substantial or disruptive, or that would fundamentally alter the nature the Research Foundation's operation.

In considering whether or not an accommodation potentially causes an undue hardship to the Research Foundation, the factors listed below are some factors that will be considered:

- a) The nature and cost of the accommodation.
- b) The geographic separateness involved in providing the accommodation, and the difficulties, if any, thereby created.
- c) The overall financial resources of the Research Foundation and/or any facility or program involved in providing the accommodation, the number of people employed by the Research Foundation and/or any facility or program involved at the time of that the request is made, the effect on the Research Foundation's and/or any involved program's and facility's expenses and resources.
- d) The administrative or fiscal relationship of any program and/or facility involved in making the accommodation to the Research Foundation.
- e) The impact that the accommodation might have upon the operations of the Research Foundation and/or any involved facility or program.

## 6.0 Related Policy Information

Please refer to the Research Foundation's EEO/AAP Policy.

## 7.0 Required Forms

This table contains a list of forms and special tools referenced in this document.

Form	Description of Use
Telecommuting or Telework Agreement	This is the Agreement that an employee whose disability is being accommodated via a Telecommuting or Telework arrangement signs before the beginning of his or her accommodation.

## 8.0 References and Related Information

This section lists links, documents, and other information related to this policy.

## 9.0 Record Retention

All documents and records are maintained in accordance with SJSU Research Foundation *Record Retention* requirements.

Record	Retention
Retention	This document is effective until further revised or updated. Outdated or revised documents will be maintained in accordance with Research Foundation Record Retention requirements. The Research Foundation will maintain the signed original and electronic copies of the approved policy and all updates and replacements.

**TELECOMMUTING OR TELEWORK AGREEMENT**

Name of Employee: \_\_\_\_\_

Employee ID No. \_\_\_\_\_

I have read and I understand the attached *Telecommuting Policy*. I agree to be bound by all duties, obligations, responsibilities and conditions for telecommuters described in that document. I understand that the Telecommuting Policy is incorporated into and is a part of this agreement.

I understand that this telework arrangement has been arrived at as a reasonable accommodation to me, to allow me to continue to perform the essential functions of my job, as a result of an interactive process I have engaged in with the San José State University Research Foundation. As my disability needs and/or the Research Foundation's business conditions may change at any time, either I or the Research Foundation can review any or all of the conditions under which I am permitted to telecommute, including the planned expiration or other termination of this Agreement.

While telecommuting, I understand that my duties will be generally the same as when I was working at my assigned Research Foundation office location, except as those duties are otherwise specified in the attached Appendix A. I agree, among other things, that I am responsible to exactly follow the established specific work hours pursuant to this accommodation while working from my home work space; to report and record my work hours timely and accurately; to provide the same quality level of work results, with the same degree of skill, care, diligence and efficiency as would be true if I were working at my assigned work location at a Research Foundation or customer facility. I will make appropriate arrangements to ensure that my duties can be performed in a timely and efficient manner without household or other distractions. I agree to furnish and maintain my remote work space in a clean, safe and orderly manner at all times; and employ and adhere to all appropriate telecommuting security measures and to protect Research Foundation and program assets, information, trade secrets and systems.

**Research Foundation / Employee Agreement.** This Agreement will take effect on \_\_\_\_\_ and will remain in effect until the Expected Termination Date set forth below, unless that date is changed pursuant to the provisions there specified.

**Research Foundation Policies.** During the term of this Agreement, I agree that I will continue to be bound by the Research Foundation's policies and practices, which I have been provided, including, but not limited to, use of technology, confidentiality, discrimination, harassment, and retaliation, and workplace safety, except as modified herein or elsewhere in writing by the Research Foundation as part of my accommodation. Nothing here is intended to limit the right of the Research Foundation to periodically revise its policies and practices. I understand that this Agreement does not modify the provisions of my most recent terms and conditions of employment as set forth in the Research Foundation's Policies and Practices, which are available for review upon request

**Off-Site Location Address.** The following address shall be used for this Telecommuting Agreement: \_\_\_\_\_. The phone number where I can be reached during working hours is: \_\_\_\_\_. The e-mail address where I can receive work-related communications, if different from my Research Foundation e-mail address, is: \_\_\_\_\_.

Telecommuting or Telework Agreement

Name of Employee

Date

Page 2 of 5

**Work Schedule.**

I am an overtime nonexempt employee and will be telecommuting during the hours noted below. I understand that I must report to my Manager to check in for the day, and again when my work is ended for the day, and will also track and report all mandatory meal and rest breaks so my hours will be properly recorded:

I am an overtime exempt employee.

I will be telecommuting on the following days and times:

Day of the Week <b>Please note: Non-exempt (hourly) employees are authorized only to work during those hours specifically noted)</b>	Start Work	End Work
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		

**Work Assignment.** I understand that work assignments will continue to be provided by my Manager and can be communicated in person, by phone, and by email. The frequency of meetings with my Manager at Research Foundation offices or customer facilities is at the discretion of department management. I agree that I will complete all assigned work according to procedures determined by the Manager.

**Confidentiality.** During the course of my work, I may have access to and become acquainted with information of a confidential, proprietary or need-to-know basis, which is, or may be, applicable to or related to present or future business of the Research Foundation, its research and development, or the business of its customers. Such "trade secret" information includes, but is not limited to, devices, inventions, processes, compilations of information, records, specifications and information concerning existing or prospective customers, clients and/or vendors. I agree that I will not disclose any of the above mentioned confidential, proprietary, or "need to know" type of information, including trade secrets, directly or indirectly, or use this information in any way, either during the term of my telecommuting agreement, or at any time thereafter, except for the benefit of the Research Foundation, and as required in the course of my Research Foundation engagement. I also agree that I will not remove or otherwise transmit confidential, proprietary or secret information without the express prior written consent of both my Senior Director and Human Resources, as appropriate.

**Timekeeping.** I will accurately record the amount of time spent on Research Foundation work, and submit my semi-monthly timesheet according to payroll deadlines and approval requirements.

**Pay and Attendance.** All pay, benefits and leave will be based upon my official Research Foundation position and Research Foundation policies unless otherwise agreed in writing. My time and attendance will be recorded as if performing official duties at my regular Research Foundation or customer facility.

**Sick/Vacation Leave.** I understand that if I am sick and unable to work at my telecommuting location, I am required to report such absences when I am unable to work as I would in a normal office setting. All use of vacation, sick leave, or any other type of leave is subject to approval by my Manager under normal Research Foundation policies.

### **Expected Termination Date of Accommodation**

At the present time, I expect that my need for this telecommuting accommodation will end on or before \_\_\_\_\_, 2017, and unless otherwise agreed in writing this Agreement will terminate on that date. I understand and agree that if circumstances change, and my limitations improve so that I can return to work at my ordinary work location in Research Foundation or customer facilities, that I will so advise my immediate Manager. Likewise, if I learn that I may need to extend the period of this accommodation, I will promptly advise my Manager as soon as I become aware of the need to extend the duration of this accommodation. While I understand that I am welcome to return to work at the Research Foundation offices at any time my condition allows upon notice to my Manager, any extension of the duration of this accommodation and this Agreement must be agreed upon, or confirmed by the Research Foundation, in writing.

**Communications with the Central Offices.** I understand and agree that I must be available by phone and email during core working hours. All client interactions will be conducted on a client or Research Foundation site. I will make myself available in person, as deemed appropriate or necessary by management, for staff and other meetings that require my attendance.

**Workstation.** The Research Foundation may loan or furnish me with certain Research Foundation-owned computers, equipment or furniture for my use in performing my work duties under this Agreement. The equipment must be protected against damage and may be used for Research Foundation work only. If any regular or other maintenance or repair is necessary to the Research Foundation-owned computers, equipment, or furniture, I will deliver materials to the appropriate Research Foundation office, or otherwise arrange for the delivery of such materials with the Research Foundation and the Research Foundation will arrange for the necessary maintenance or repair work to be done at its own expense. I will insure that my telecommuting workstation addresses my ergonomic needs. Requests for ergonomic accommodations and on-site assessments must be submitted and approved in advance by my manager to be provided at the Research Foundation's expense. I agree to promptly return all Research Foundation-owned computers, equipment, furniture or other property upon the termination of my employment or termination of this Agreement.

**Office supplies.** All office supplies required to perform my work duties under this Agreement including ergonomic supplies may be obtained in accordance with normal Research Foundation policies.

Telecommuting or Telework Agreement

Name of Employee

Date

Page 4 of 5

**Costs.** I understand and agree that the Research Foundation will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities), associated with the use of my residence during this accommodation unless otherwise specifically agreed upon in writing with the Research Foundation. I understand that I will be reimbursed for authorized expenses incurred while conducting official duties at the telecommuting location in accordance with Research Foundation policies.

**Liability.** I understand and agree that the Research Foundation will not be liable for any damages to my property resulting from this telecommuting accommodation unless otherwise specifically agreed upon in writing by the Research Foundation.

**Workers' Compensation.** During work hours and while performing work functions in the designated work area of my home, I understand that I am covered by the Research Foundation's Worker's Compensation insurance.

The Research Foundation will continue to be liable for job-related injuries or illnesses that occur in my home workspace during my agreed – upon working hours **only**.

The Research Foundation is not responsible for, and assumes no liability for, injuries or illnesses that occur in my home workspace **outside of** my agreed-upon work hours. The Research Foundation is similarly not liable for loss, destruction, or injury that may occur in or to my home. This includes family members, visitors, or others that may become injured or ill within or around my home. I understand that because the Research Foundation remains liable for my workplace safety even though I am telecommuting, that it may have need to inspect my workspace to ensure its safety. Accordingly, I understand that the Research Foundation shall retain the right to visit my home work environment and/or make inquiries as to the status of my home work environment. Any such visits shall be coordinated with me and require my consent. Failure to maintain a proper and safe work environment, as determined by the Research Foundation, is cause for the Research Foundation to immediately terminate this telecommuting accommodation and Agreement.

I agree that I will report any work-related accidents to my Manager and the Research Foundation's Human Resource Department immediately.

**Income Taxes.** I understand that it will be my responsibility to determine any income tax implications of maintaining a home office area. The Research Foundation will not provide tax guidance nor will the Research Foundation assume any additional tax liabilities.

**"At-Will" Employment.** I understand that my employment with the Research Foundation remains and is "at will," and that nothing herein is intended to change my at-will employment status. This means that I may resign at any time for any reason and that the Research Foundation may terminate my employment at any time, with or without cause or advance notice, though not for any unlawful reason.



Telecommuting or Telework Agreement

Name of Employee

Date

Page 5 of 5

For the SJSU Research Foundation:

\_\_\_\_\_

Date: \_\_\_\_\_

Employee:

\_\_\_\_\_

Date: \_\_\_\_\_