



TELECOMMUTING AGREEMENT

Employee Name		Employee ID	
FLSA Classification (Non-Exempt/Exempt)		Division/Dept/Program	
Supervisor Name		Work Email	
Telecommuting Site Address		Phone #	
Telecom Start Date		Telecom End Date (if applicable)	

Telecommuter Work Schedule

Mark the days/hours scheduled to work at the Telecommuting Site (TS) and the days/hours scheduled to work on campus (OC).

Weekly Work Schedule Hours and Location

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Location	TS	TS	TS	TS	TS	TS	TS
Start							
End							
Location	OC	OC	OC	OC	OC	OC	OC
Start							
End							

Employees (“Telecommuters”) under this Agreement are expected to adhere to the same professional standards and remain obligated to comply with all University, CSUSM Corporation and department policies and procedures.

This Agreement is between CSUSM Corporation and _____ (“you”), and must be signed and approved by your Supervisor, the Principal Investigator/Project Director (PI/PD), and the CSUSM Corporation Director of Human Resources & Payroll.

1. We (CSUSM Corporation and you) agree that you will telecommute on the day(s) of the week listed above. These telecommuting day(s) are scheduled, and any changes require advance approval of your supervisor. This Agreement will be reviewed on a regular basis but no less than every 6 months. Although telecommuting days may need to be modified based on business and

operational need, the CSUSM Corporation will provide you with at least two (2) business days advance notice of a need to modify the end date of the telecommuting arrangement.

2. You will maintain productivity, performance, communication, and responsiveness standards as reasonable to ensure operations are continuing while telecommuting.
3. You understand that this Agreement to permit you to telecommute does not change the basic terms and conditions of your employment with the CSUSM Corporation. You will continue to perform duties outlined in your job description and/or additional/different duties related to your position, that the department may assign as part of your position duties.
4. You agree to maintain a virtual presence with your department while telecommuting. You agree to remain accessible during your remote work schedule in the manner directed by the department, and using technology such as computer, mobile phone, email, messaging application, videoconferencing, instant messaging and/or text messaging. (See paragraph 7, below). You agree to make yourself available to virtually attend scheduled work meetings as requested or required by the department.
5. If you are a non-exempt (hourly) employee, you will obtain written or email approval from your supervisor before working overtime (over 8 hours in a day and/or 40 hours in a workweek - Sunday to Saturday). This includes, but is not limited to, monitoring and responding to work emails or calls during non-work time (after hours, on weekends, while on vacation or on leave). You will also take your rest and meal breaks.
6. Use of Vacation, Personal Time Off (PTO), or other leave requests must follow normal request procedures and be approved in advance by your supervisor.
7. Employees shall not purchase any new technology/equipment without prior written approval by the PI/PD or other Director. You will be responsible for maintaining an ergonomically appropriate, secure 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 CSUSM Corporation Human Resources so that a Workers' Compensation claim may be filed and you can be referred to seek medical attention, if needed. You agree to hold the University and CSUSM Corporation harmless for injury to others at your telecommuting work site.
8. You agree to abide by the terms stated in CSUSM's [Acceptable Use of Campus Technology Resources policy](#), the CSUSM Corporation Computer Systems Access guidelines and follow [Safe Computing Practices as documented on the CSUSM website](#). You agree to protect CSUSM Corporation-owned equipment, records, materials and information from unauthorized disclosure, accidental access, use, modification or destruction, and ensure confidential data is not compromised. It is your responsibility to prevent unauthorized access to any University and CSUSM Corporation system from an off-campus location and you agree to comply with federal, state, and University rules, policies and procedures regarding the disclosure of public and official records.

9. You agree to report to your supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity. You understand that all equipment, records, and materials provided by the University or CSUSM Corporation shall remain the property of the University or CSUSM Corporation. You agree to return all equipment, records and materials within five (5) days of termination of this Agreement.

10. You understand and agree that your personal vehicle may not be used for CSUSM Corporation business unless specifically authorized in writing by your supervisor or director, and approved pursuant to applicable policies, in advance of such use. You understand and agree that you are responsible for any loss or damage to your personal equipment, including computing and home office equipment, and any costs associated with utilities, internet, or phone service.

11. You understand that you are responsible for tax consequences, if any, of this arrangement.

By signing this Agreement, you acknowledge that you have received, read, and understand the CSUSM Corporation Telecommuting Policy. Furthermore, you agree to abide by the terms as set forth in the CSUSM Corporation Telecommuting Policy and this Telecommuting Agreement.

CSUSM Corporation maintains a policy of at-will employment with respect to both the duration and all terms and conditions of the employment relationship. This Telecommuting Agreement in no way changes this policy of at-will employment which is not subject to change other than through an express written agreement signed by you and the Executive Director of CSUSM Corporation.

Signed and Agreed by:

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

PI/PD or other Administrator Signature: _____ Date: _____

PI/PD or other Administrator Name: _____

Director, HR & Payroll Signature: _____ Date: _____

Director, HR & Payroll Name: _____

Corporation Executive Director Signature: _____ Date: _____

Corporation Executive Director Name: Will Marchese