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| Employee Name: | | Red ID: | |
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VOLUNTARY TELEWORK AGREEMENT – PROJECT/AGENCY

This agreement outlines the arrangement between the above-named employee and SDSU Research Foundation to allow work to be performed voluntarily from an alternative worksite at the employee’s request.

Telework is an arrangement in which the employee performs regularly scheduled work from an alternative worksite for all or part of a workweek. The arrangement is intended to create flexible conditions in which employees will complete their work effectively.

When operational needs require, an employee may need to physically report to the regularly assigned place of employment upon the supervisor’s request. Unless an exception is approved through the [Request for Alternative Arrangement Form](#), employees are expected to work from a commutable distance to their approved regular on-site work location. Employees will be given as much advance notice as feasible under the circumstances presented when required to report to the regular on-site work location.

All work sites must be within the U.S. and in states where SDSURF is set up as an employer to meet an approved business purpose.

Regular on-site work location address:

The approved alternative telework worksite is located at the following address:

- A. **EMPLOYMENT:** This telework agreement does not change the at-will nature of employment with SDSURF or any other terms and conditions of employment with SDSURF. The employee must continue to follow all applicable SDSURF policies and procedures, regardless of work location.
- B. **DURATION:** Supervisors will review telework agreements at the end of the approved duration of the agreement. Agreements will automatically renew unless the supervisor determines to revoke or modify the terms of the agreement. Supervisors reserve the right to revoke or modify the terms of the agreement, including the duration, at any time. At least two weeks’ prior written notification to the other party is to be provided before the employee must return to an assigned on-site workplace.

C. WORK HOURS:

Exempt: Employees designated as exempt are exempt from overtime rules and shall perform work as necessary to meet the expectations of the department. The employee will maintain and submit records of work performed as required by the department and/or their supervisor. Hours worked in an alternate location may differ from standard work hours worked on-site.

FLSA Non-exempt: Employees designated as FLSA non-exempt are expected to adhere to overtime rules and must work their approved work schedule hours, regardless of whether they are working on- or off-site. The employee will maintain and submit timekeeping records, including breaks and meal periods. Breaks and meal periods must remain compliant with all applicable SDSURF policies. Overtime must be pre-approved by the employee’s supervisor. Non-exempt employees must record all actual time worked in their time reporting system. Changes to the days and hours of work will be permitted only upon prior approval by the supervisor.

Days and hours the employee is normally expected to work on- and off-site:

| | Hours | Location(remote/on-site) |
|-----------|-------|--------------------------|
| Monday | | |
| Tuesday | | |
| Wednesday | | |
| Thursday | | |
| Friday | | |
| Saturday | | |
| Sunday | | |

D. TIMEKEEPING: The employee must record their time consistent with SDSURF payroll practices and policies. For FLSA Non-exempt employees, this includes recording all time worked, as well as the start and stop times of meal periods. If the employee ever has difficulty taking timely or complete meal or rest breaks, they must promptly inform their supervisor. Failure to accurately record working time may result in discipline or employment termination.

E. DUTIES AND RESPONSIBILITIES: The employee must continue to fulfill all of their usual job duties and responsibilities regardless of work location. The employee must not allow this remote work arrangement to compromise their work or negatively affect their coworkers, or the needs of their department or SDSURF. The employee will be evaluated on their performance in accordance

with established departmental protocols and practices in the same manner as if they were present at the primary location.

- F. **COMMUNICATION:** The employee must maintain regular and effective communications and remain available during scheduled days and working hours. Modes of effective communication include email, telephone, messaging system, and all other appropriate means available to the employee. Remote workers may not use their personal home address for work-related mailing/shipping; they must use their assigned primary location. Incoming mail will be sent to the employee's remote address as needed.
- G. **SPACE:** The employee will be provided an appropriate work space as needed at the primary work location. The employee is responsible for establishing and maintaining a safe, ergonomically sound and secure work environment at their remote location. SDSURF Risk Management is available as a resource to provide information on safety and how to maintain ergonomics. As a further condition for approval of the employee's request to work remotely, the employee agrees to establish a functional workspace, within their telework worksite.

SDSURF will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, lighting, furniture or for repairs or modifications to the home office space.

- H. **EQUIPMENT:** SDSURF may provide standard equipment at the cost of the respective funding source to support the voluntary telework arrangement, contingent on approval of the supervisor and confirmation of available funding.

SDSURF accepts no responsibility for damage or repairs to employee-owned equipment.

If any equipment is supplied by SDSURF, it is to be used primarily for business purposes only.

The following is an inventoried list of all SDSURF property provided to the employee for use in their home/remote work location:

| Item: | Owner: |
|-------|--------|
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1. The employee must promptly return the items listed above to SDSURF upon conclusion of the telework agreement. Upon separation from SDSURF, employees are responsible to return all SDSURF property to the designated SDSURF primary work location.
 - a. The employee agrees to promptly report to their supervisor all instances of loss, damage, or unauthorized access to any of the above-listed equipment.
 - b. All maintenance on any SDSURF-supplied equipment must be performed by an SDSURF-authorized person at an SDSURF work location, and the costs will be paid by the funding source for the employee's position.
 - c. The employee must safeguard SDSURF-owned equipment and protect it against unauthorized or accidental access, use, destruction, loss, or theft. Use of SDSURF-provided equipment, software, data, and supplies at a telework location is limited to the authorized employee to be used primarily for SDSURF business purposes only. SDSURF software may not be accessed for personal use, duplicated or used by non-SDSURF personnel.
- I. **SECURITY:** Consistent with SDSURF's expectations of information security for employees, the employee is expected to comply with all [SDSU/SDSURF information security policies and procedures](#) and ensure the protection of proprietary, private, and sensitive information accessible from their remote office. Restricted access or confidential material shall not be taken out of the primary on-site work site or accessed by a remote computer unless approved in advance by the supervisor. When accessing SDSURF or SDSU resources from off site, the employee must connect using SDSU's VPN services, or an SDSU IT Security Office approved alternative. The employee agrees that only such information as is necessary for the completion of their assignments will be transferred to and/or printed at their telework site. Should there be an incident, the employee will report it immediately following the [campus incident response procedures](#).
- J. **SAFETY:** The employee is expected to maintain their alternative workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in an offsite location and in conjunction with their regular work duties, during agreed-upon working hours, must be reported promptly by the employee to their supervisor. Such reports of injuries will be handled in the same manner as reports of injuries in the normal workplace. See [Injured at Work](#) for information. In-person meetings should generally be held at the primary place of business at the on-site location. SDSURF will not be responsible for any non-work-related injuries of the employee or any third parties that occur at the employee's remote worksite. This includes injuries to family members, visitors or any others that may become injured within or around the employee's remote worksite. The employee agrees to hold SDSURF harmless for injury to others occurring at the telework worksite.

- K. **DEPENDENT CARE:** Telework is not designed to be a replacement for appropriate child or dependent care. The employee should make regular dependent care arrangements. Although an employee's schedule may be modified to complement child or dependent care needs, the focus of the arrangement must remain on maintaining job performance and meeting business demands.
- L. **BUSINESS EXPENSES:** Legitimate business expenses may be reimbursed by the project or agency if pre-approved by the appropriate supervisor. If not previously specified or approved by the supervisor, the employee will be responsible for expenses incurred.

SDSURF may allow for the following expenses to be charged to the project or agency funds if allowable under the designated funding source and if funds are available:

- Charges for business-related telephone calls where the employee can demonstrate additional costs were incurred
- Maintenance and repairs to SDSURF-owned equipment
- Supplies normally required in the course of business
- Other business-related expenses that are compliant with SDSURF guidelines

SDSURF will not pay for the following expenses:

- Maintenance or repairs of privately-owned equipment
- Setup of the employee's home office, such as remodeling, lighting, furniture or for repairs or modifications to the home office space
- Utility costs

The employee understands they are responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.

- M. **USE OF PERSONAL VEHICLE:** The employee agrees that their personal vehicle will not be used for SDSURF business unless specifically authorized by the supervisor. If approval is received pursuant to [SDSURF policies](#), the employee must maintain a policy of auto liability insurance that meets California minimum requirements throughout the term of this agreement.
- N. **ACKNOWLEDGEMENT:** The parties each acknowledge that the voluntary arrangement created by this telework agreement may be evaluated on an ongoing basis to ensure the arrangement remains in their best interests, and that the employee's work quality, efficiency, and productivity, as well as that of the department, is not compromised by the continued existence of this telework agreement. It is understood that SDSURF is not obligated to approve a proposal for a telework arrangement or to renew an existing telework agreement. The decision is at the discretion of the supervisor.

Employee Information:

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|----------------------|--|---|--|
| Position: | | Project/Agency: | |
| Telework phone #: | | Email: | |
| Telework start date: | | Expected end date: | |
| Supervisor name: | | Principal Investigator/Project Director name (if applicable): | |

In signing below, the employee, the supervisor, and the PI/fund manager acknowledge that this agreement is voluntary and that they will abide by all terms and conditions of the agreement. Further, the employee acknowledges and agrees that it is not necessary for them to work remotely; they are requesting to do so for their own convenience and/or preference. The employee understands that a workspace and all equipment needed to perform their job remain available to them at their assigned primary work location.

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|---|-------|
| _____ | _____ |
| Employee Signature | Date |
| _____ | _____ |
| Supervisor Signature | Date |
| _____ | _____ |
| Principal Investigator/Project Director Signature | Date |

Send original signed document to SDSU Research Foundation Human Resources at sdsurfhr@sdsu.edu. Copies to be retained by employee and supervisor.