

Pacific Telecommuting Agreement

Approved by Academic Council, February 8, 2007, Administration, March 19, 2007

Purpose: This agreement specifies the conditions, requirements and understandings applicable to a telecommuting arrangement between the University of the Pacific (“Pacific” or the “University”) and the undersigned employee.

Definition: Telecommuting is a mutually agreed upon work arrangement, not an employee entitlement, benefit or, unless a condition of hiring, a requirement, in which all or some of the work, assigned to a site-based non-teaching Pacific employee, is performed at a non-University worksite.

Exceptional Situation Provision: In the event the University (via the Cabinet) declares an Exceptional Situation for all or part of a Pacific campus, for example in the event of a natural or man-made disaster or epidemic, the University may require telecommuting for all or a part of those affected for the duration of the situation, **regardless of normal eligibility detailed below**, unless prohibited by law.

Eligibility: These eligibility requirements may be modified as necessary to comply with applicable law.

- 1) Unless specifically approved by Human Resources, the employee is not entering this agreement for the purpose of performing temporary work at home due to special circumstances such as illness, dependant care, or waiting on delivery/service.
- 2) Unless telecommuting is a condition of hiring, the employee has worked on-campus for at least 90 days.
- 3) The employee has a properly documented record of satisfactory or better Employee Performance Evaluations on file at Human Resources.
- 4) The employee has executed, and agreed to abide by the indicated applicable agreements below and they are attached to this agreement:

____ University IT Appropriate Use Policy agreement

____ University Remote Access Agreement

____ Data Access Agreement

____ FERPA Policy Agreement

____ Other: _____

Specifications:

- 1) Designated days and hours when employee is expected to be on the job via telecommuting at the designated worksite:

- 2) Designated worksite location:

- 3) Designated worksite phone number and/or cell-phone number:

Conditions:

1) The employee agrees that telecommuting is not an employee benefit, entitlement or requirement, but unless a requirement at the time of hiring, a voluntary, mutually agreed upon work assignment. This work assignment is subject to this agreement, the policies of the University of the Pacific, and any applicable local, state and federal laws.

Exceptional Situation Provision: In the event the University declares an Exceptional Situation (via the Cabinet) for all or part of a Pacific campus, for example in the event of a natural or man-made disaster or epidemic, the University may require telecommuting for all or a part of those affected for the duration of the situation, unless prohibited by law.

2) The employee's supervisor attests that this arrangement is in the best interest of the University and the employee and is focused on results. The supervisor indicated below agrees to communicate to the employee, in advance, what assignments or tasks are appropriate to be performed at the telecommuting worksite, and what assessment techniques will be used to measure performance success. The supervisor agrees to tell the employee, in advance, what assignments or tasks are NOT appropriate to be performed at the telecommuting worksite and/or must be performed on campus. This is to be documented in writing and attached to this agreement as Exhibit B. Exhibit B may be modified, by written and attached addendum, from time to time in the sole discretion of the employee's supervisor, providing the employee is promptly notified. Employee understands and agrees that the University may terminate this Telecommuting Agreement at any time, in its sole and absolute discretion.

3) The signatories agree that this telecommuting arrangement cannot disrupt service to the employee's internal or external customers.

4) The performance review standards for employees working at telecommuting sites shall be identical to the standards used for campus based employees.

5) The employee is responsible for maintaining the same professional, effective communications and efficient workflow among co-workers and customers as they would have were the activities to be conducted on campus. The employee agrees to notify the employee's supervisor and/or the University if the employee's production levels are in any manner diminished as a result of the telecommuting arrangement.

6) The employee agrees to adhere to the above specified work schedule and agrees that, because telecommuting is not flextime, work cannot be performed outside the agreed upon schedule without written permission from their supervisor.

7) Employee acknowledges and agrees that compensation, including overtime (if appropriate and authorized), on-call policies, leave-permissions and benefits, including leave accruals, remain applicable and are not affected by the telecommuting policy, except to the extent the policy impacts actual time worked or the ability to participate in other activities during on-call status. Employee agrees to properly record and report all hours worked in accordance with applicable law. Income taxes will be withheld based on the location of the employee's administrative unit, not on the location from which the employee telecommutes. Employee is solely responsible for consulting with their tax advisor with respect to other tax consequences.

8) Employee acknowledges and agrees that, if employee is an FLSA non-exempt employee, employee shall not work overtime unless prior written approval is obtained from the appropriate supervision. Failure to obtain prior approval for overtime may result in the termination of this agreement and/or disciplinary action.

9) Employee will be covered by workmen's compensation laws for all work-related injuries that occur only in the designated worksite during the designated days/hours (as indicated above). Since the work site and home may be one and the same, worker's compensation will NOT apply to non-job related injuries that might occur in that worksite.

10) Employee agrees to maintain a safe, ergonomically sound and professional worksite. To ensure that safe working conditions are maintained, Pacific retains the right to inspect the employee's workplace at reasonable and mutually agreed upon times.

11) Pacific is not liable for any injuries to family members, visitors and others at the employee's telecommuting worksite and the employee agrees to hold Pacific harmless for such injuries. Note that the employee is NOT covered by the University when commuting to/from campus on days the employee is working on campus. Pacific is not responsible for any damages to the employee's telecommuting worksite that may result from activities under this agreement. Employee agrees to maintain appropriate insurance to cover any such incidences.

12) Employee acknowledges and agrees that employee's homeowner's policy may not cover injuries arising out of, or relating to, the business use of the home. Employee understands and agrees that employee is solely responsible for obtaining an endorsement to their homeowners/tenants liability policy to cover bodily injury and property damage to all third parties arising out of or relating to the business use of their home. Employee understands and agrees that if employee lives in rental property, employee's lease may not permit business use of the premises. Employee understands and agrees that employee is solely responsible for determining whether employee meets zoning requirements and/or needs a business license, and for meeting such requirements.

13) The employee's supervisor will verify that the employee has the appropriate hardware, software, supplies and network connectivity to meet job requirements at the telecommuting worksite. Financial Liability is determined by a case by case negotiation between the telecommuting employee and the employee's unit head or Dean. The results of that negotiation are attached to this agreement as Exhibit A.

Emergency Provision: In the event the University declares an emergency for all or part of a Pacific campus, for example in the event of a natural or man-made disaster or epidemic, the University may require telecommuting for all or a part of those affected for the duration of the situation, unless prohibited by law. Under these circumstances, the University agrees to reimburse the employee for any direct out of pocket expense resulting from a mandate. **All reimbursable expenses must be pre-approved and documented in Exhibit B.**

14) Pacific is not responsible for the telecommuter's worksite, including but not limited to, operating costs, maintenance, property or liability insurance or other incidental expenses or private property. Since the telecommuting arrangement is voluntary, items provided by the employee at the telecommute site are not considered to be necessary business related expenses. In particular, unless a determination is made by the University that provision of such items is a necessary business related expense. Pacific has no responsibility or liability for Employee supplied items listed in Exhibit A

15) Items supplied by Pacific, as detailed in exhibit A, are to be used for University business ONLY and must not be used by other members of the employee's family or any other unauthorized person.

16) Except for normal hardware and software maintenance (including required upgrades) or repair (due to circumstances beyond control of the employee), and except as specified in paragraph 14. above, the employee acknowledges financial responsibility and liability for items supplied by the University as specified in Exhibit A. Pacific urges its telecommuters to check with their insurance agents regarding appropriate coverage for the loss or theft of University supplied items. Pacific may pursue recovery from the employee, at the employee's expense, for Pacific property, lost, damaged, destroyed or stolen. Employees may be required to bring the hardware and software in for normal maintenance and repair.

Exceptional Situation Provision: In the event the University (via the Cabinet) declares an exceptional situation for all or part of a Pacific campus, for example in the event of a natural or man-made disaster or epidemic, the University may require telecommuting for all or a part of those affected for the duration of the situation, unless prohibited by law. Under these circumstances, the University agrees to reimburse the employee for any direct out of pocket

expense resulting from a mandate to telecommute. **All reimbursable expenses must be pre-approved and documented in Exhibit B.**

17) University Policy on Intellectual Property (IP) and Copyrights is not affected by telecommuting. IP and Copyrights not covered by University Policy and/or the Faculty Handbook arising from the work of the employee at any worksite, including the telecommuting worksite, are the property of the University of the Pacific. Any agreements to the contrary must be attached to this agreement as Exhibit C.

18) The employee will promptly notify their supervisor when unable to perform work from the telecommuting worksite due to failure of hardware, software, communications connectivity, or any other disruptive cause. The employee recognizes that they may be assigned other work and/or required to work on campus. Permanent disruption will terminate this agreement.

19) All work done at a telecommuting worksite is considered official University business. All records, documents and correspondence, codes, programs or other information in either electronic or paper form, created or obtained under this Agreement are, by this Agreement, the property of the University of the Pacific (except that Faculty ownership of information is governed by the Faculty Handbook) and must be safeguarded and returned to the University upon termination of this Agreement. Release or destruction of data, information and/or records will be done only in accordance with University Policy, applicable local, state and federal laws and with the knowledge and agreement of the employee's supervisor.

20) The employee agrees that their personal vehicle will not be used for University business unless explicitly authorized in writing by their supervisor.

21) Pacific will not reimburse telecommuters for travel expenses to and from the campus to which the telecommuter reports administratively (their home campus). If travel to one of the other two campuses is necessary, Pacific will reimburse the traveler for the either the distance from the telecommuting worksite or the distance from their home campus, whichever is less.

22) Employees entering into this telecommuting agreement may be required to forfeit use of an on-campus personal worksite and/or share an on-campus worksite to maximize Pacific's use of space.

23) All Signatories below agree to the terms of this agreement, a copy of which shall be maintained in the employee's permanent Human Resources file.

Term and Termination:

1) Telecommuting eligibility (date and time), the term of this agreement, will:
initiate on ___/___/___ at _____PST and will
terminate on ___/___/___ at _____PST.

Renewal or extension requires execution of a new agreement.

Exceptional Situation Provision: In the event the University declares (via the Cabinet) an Exceptional Situation for all or part of a Pacific campus, for example in the event of a natural or man-made disaster or epidemic, the University may require telecommuting for all or a part of those affected for the duration of the emergency, unless prohibited by law.

2) This agreement will automatically terminate if its terms and conditions are violated by any of the signatories below.

3) All Telecommuting arrangements are granted on a temporary and revocable basis. This agreement can be terminated at any time, for any reason, upon written notice, by any of the signatories below or their successors.

4) The University retains sole and absolute discretion to terminate this Agreement at any time. In addition, should the employee's supervisor leave the University's employment, this agreement is automatically terminated and may or may not be re-executed at the option of the new supervisor.

5) Unless specified in Appendix A, the termination of this agreement does not obligate the University in any way for employee expenses associated with discontinuing telecommuting, including costs for commuting, ISP contracts, employee equipment leases or any other expense.

6) Upon termination of this agreement any items provided by Pacific as indicated in Exhibit A will be returned to the University within 5 working days.

This agreement:

1) The employee agrees that all obligations, responsibilities, terms and conditions of employment with Pacific remain unchanged, except those obligations and responsibilities specifically detailed in this agreement.

2) This agreement supersedes any verbal agreement or understanding relative to telecommuting.

3) This agreement represents the full and complete understanding of the terms and conditions associated with telecommuting. Any additions or changes to this agreement can only be made, in writing, by mutual consent of the signatories and attached to this agreement. However, Pacific reserves the right to modify this agreement on a temporary basis and/or to terminate the agreement in its sole and absolute discretion.

4) This agreement does not constitute a contract of employment, and should not be interpreted as creating a contract of employment, either expressed or implied. The employment relationship between Pacific and the employee is one of employment at will, and may be terminated by either party at any time, with or without notice and with or without cause.

Pacific Telecommuting Agreement Signature Page

Employee: I hereby affirm by my signature that I have read and understand the Pacific Telecommuting Agreement (this document) and agree to abide by all provisions, policies and attachments.

Employee _____ Date: _____

Supervisor or Department Chair: I hereby affirm that I will appropriately manage the above employees telecommuting according to the terms and conditions of this agreement.

Supv./Chair _____ Date: _____

Exceptional Situation Provision: In the event the University declares (via the Cabinet) an Exceptional Situation for all or part of a Pacific campus, for example in the event of a natural or man-made disaster or epidemic, the University may require telecommuting for all or a part of those affected, unless prohibited by law. **In such an instance, the following signatures are not required.**

Unit Head or Dean: I hereby authorize the above employee and supervisor to begin and maintain a telecommuting work arrangement according to the terms and conditions of this agreement.

Unit Head/Dean _____ Date: _____

Human Resources: I have reviewed this employee's file for eligibility and the documentation provided with this agreement for appropriateness and approve this telecommuting work arrangement according to the terms and conditions of this agreement.

Human Resources _____ Date: _____

Exhibit B, Agreed upon Assignments, Tasks, Goals and Deliverables

Instructions to the supervisor: Please indicate below what assignments, tasks, goals and deliverables are expected to be performed at the telecommuting worksite, and what assessment techniques will be used to measure performance success. Also indicate what assignments or tasks are NOT appropriate to be performed at the telecommuting worksite and/or must be performed on campus. This exhibit can and should be modified, by written and attached addendum, from time to time as necessitated by changing circumstance. The telecommuting employee must be promptly notified of any changes.

Employee's signature _____ Date _____

Supervisor/Department Chair's signature_ _____ Date _____

Exhibit C, IP and Copyright Agreements

Instructions to supervisor: University Policy on Intellectual Property (IP) and Copyrights is not affected by telecommuting. IP and Copyrights not covered by University Policy and/or the Faculty Handbook arising from the work of the employee at any telecommuting worksite, are the property of the University of the Pacific. Any agreements to the contrary must be attached to this agreement.