



## Charles R. Drew University of Medicine and Science Telecommuting Remote Work Agreement

Telecommuting/teleworking is the concept of working from home on a full- or part-time basis. The University offers employees in most faculty and administrative positions a benefit to be able to work home on Friday (employees should consult with their Supervisor to determine if their position qualifies for this benefit). The University reserves the right to modify telecommuting arrangements to support campus operations. Telecommuting may be appropriate for some employees and positions, but not for others. Whether and to what extent telecommuting is appropriate for a given employee or job is determined at the University's sole discretion. Telecommuting is not an entitlement, it is not a University-wide benefit, and it in no way changes the terms and conditions of employment with the University.

To be eligible for participation in the work-from-home (telecommuting) arrangement, employees must receive written approval from their manager or supervisor and Dean/Vice President. The University reserves the right to revoke or modify any work from home arrangement at any time at its sole discretion.

This Agreement is between CDU and \_\_\_\_\_ [name] ("You"), and must be approved by the employee's manager or supervisor.

We (CDU and You) agree that You will work remotely on a schedule approved by Your manager or supervisor. You understand that this Agreement to permit You to work remotely will be reviewed periodically.

You agree to maintain a presence with Your Department while working remotely. Presence may be maintained in the manner and using the technology, directed by Your Department, which remains readily available, such as by laptop computer, email, messaging application, videoconferencing, instant messaging and/or at all times during the times Your Department expects or requires You to work. You are expected to maintain the same response times as if you were at a regular CDU work location. You will make yourself available to attend scheduled work meetings as requested or required by manager/supervisor.

- A. You will not print protected health information (PHI) at Your remote worksite. You will not transport materials containing PHI between Your remote worksite and regular CDU campus.
- B. This remote work arrangement will begin on \_\_\_\_\_ [date] and will remain in effect unless altered or terminated at any time by the University.
- C. While working remotely You will work just as if You were in Your regular CDU work location and maintain productivity, performance, communication and responsiveness standards as if You were not temporarily remotely working. This Agreement does not change the basic terms and conditions of Your employment with CDU. You will perform all of Your duties as set forth in Your job description, as well as those additional and/or other duties that Your Department may assign from time to time. Further, you remain obligated to comply with all University (as well as Your Department's) policies and procedures.
- D. If You are a non-exempt (hourly) employee, You are not to work overtime without prior approval from Your supervisor, and You are required to take Your rest and meal breaks while working remotely in full compliance with federal, state and local guidelines. You agree to follow

such procedures as Your manager or your Department may establish in order to minimize the likelihood of interruptions or delays to Your rest or meal breaks in a way that causes a violation of CDU policy. You are required to notify Your manager within one business day if You believe You were unable to take a rest or meal break in full compliance with the requirements of federal, state or local policy on a day on which You worked remotely.

- E. You will be provided an allowance of \$50.00 per month (taxable) for incidental office expenses including cell phone, office supplies and internet expenses upon execution of this agreement.
- F. All injuries incurred by You during hours you are working and all illnesses that are job-related must be reported. Contact Risk Management Thalia Hernandez ([thaliahernandez@cdrewu.edu](mailto:thaliahernandez@cdrewu.edu)) if You need to report an injury and file a claim.
- G. All faculty and staff employees (excluding adjunct, non-comp and temporary employees) are required to use a CDU-issued laptop for working remotely. You are prohibited from tampering with any software, firmware or hardware provided by CDU or loaded onto Your personal mobile devices to enable You to perform CDU work. Regardless of whether using personal or CDU-owned mobile devices for CDU work while working remotely, you are responsible at all times for the access, use, security and cost of those mobile devices.
- H. When this Agreement terminates, you will promptly return all noted data, reference materials, reports, equipment, software, supplies and any other CDU property in Your possession or control.

This Agreement does not constitute an employment contract and it does not create a property interest in employment. This Agreement is subject to all applicable University policies and procedures. By signing this Agreement, You are also confirming you have read, understood, and will comply with all provisions in connection with Your remote work arrangement, including but not limited to:

- Telecommuting Guidelines for Faculty and Staff
- Ergonomic Tips
- CDU Home Safety Checklist
- Computer Acceptable Use Policy
- Conflict of Interest

You acknowledge that if Your supervisor, Vice President or Dean deems that the remote work arrangement described in this Agreement is not working effectively or as envisioned, management may at any time adjust or end the remote work arrangement. Management will strive to provide at least 24 hours' advance notice of any changes to the remote work arrangement.

You agree that effective when You begin working remotely under this Agreement, you will be working remotely from \_\_\_\_\_ [city] in the State of California unless you have formal approval to work out-of-state. You agree to notify Your supervisor in writing within three calendar days of any changes to the city from which You will be temporarily working remotely, along with the effective date(s) and duration of such change. You understand CDU will rely on this information in determining its compliance with any local laws and ordinances while You are working remotely.

You are responsible for any costs, damages or losses associated with the termination of this Agreement.

**UNDERSTOOD AND AGREED:**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title

**APPROVED BY:**

\_\_\_\_\_  
Manager/Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title