

UNIVERSITY ENTERPRISES, INC.
TEMPORARY WORK FROM HOME AGREEMENT
- Non-Exempt Employee -

I. EMPLOYEE INFORMATION

Name: _____ Employee ID#: _____

Department/Agency/Project: _____

Home Address
(Worksite): _____

Phone #: _____

Alternate Phone #: _____

Email Address to be used for work: _____

Personal Email Address (if different): _____

II. SUPERVISOR INFORMATION

Name: _____

Title: _____

Phone #: _____

Alternate Phone #: _____

Email Address: _____

III. PRIMARY JOB DUTIES (attached job description or summary if available):

This agreement will be reviewed and revised if the Department Supervisor and/or Human Resources Department deems it necessary.

IMPORTANT: Work must be performed in the State of California.

IV. AGREEMENT

- You are performing work for _____ (Name of Department, Agency, or Program) through University Enterprises, Inc. University Enterprises, Inc. is your employer of record. _____ (Department, Agency, or Program) and UEI are hereinafter collectively referred to as "UEI".
- Effective _____, your position as _____ has been approved to temporarily work from home due to special circumstances.
- **Your working hours are typically Monday through Friday from _____ until _____, with a meal period of _____ minutes [and rest periods of _____ minutes].** *(If schedule varies, check here _____ and complete schedule on last page of this agreement.)* Hours may change depending on workload and pursuant to direction from your supervisor. During these hours, you must actually perform your duties as set forth in the job description for your position or pursuant to direction from your supervisor, and you must be available to other employees of University Enterprises, Inc. ("UEI"). Additionally, UEI may require you to provide a detailed daily accounting of the work tasks that you performed each workday. You must not perform any other work or engage in any other activities during these hours without the prior approval of your supervisor. Working from home is not a substitute for dependent care although we realize at this time that schools and daycares may be closed and dependents may also be home. For this work at home agreement, you must be dedicated to performing work for UEI during the above work hours. If providing dependent care during such hours prevents you from performing your work duties, clock out and notify your supervisor.
- You will comply with all of University Enterprises, Inc.'s employment rules, practices, policies, directives instructions and this Agreement, as well as instructions of your supervisor. A violation of any of the above may result in a termination of this Agreement and potentially other disciplinary action taken against you.
- You agree to designate a secure workspace within your home to be used during the term of this Agreement. You agree to maintain this workspace in a safe and ergonomic condition, free from hazards and other dangers to you and others, as well as to any UEI equipment, materials, and your work product.
- Any company materials taken home and your work product should be securely kept in the designated work area at home and not be made accessible to others.
- Should you be provided with a work computer, you are responsible for the repair and maintenance of such equipment so that it is in proper working condition at all times and so that it complies with all UEI data security requirements. In the event repair and/or maintenance is needed, you will coordinate with UEI. Office supplies will be provided by UEI as reasonably needed.
- You will be required to provide at your own cost and expense at your home workspace utilities necessary for the performance of work (e.g. electricity, telephone service) and printing, scanning, photocopying, telephone, networking and/or Internet capabilities and equipment. If UEI, in its sole discretion, allows you to use UEI-owned office equipment (such as but not limited to computers, laptops, printers, software, etc.), all of these items shall remain the property of UEI and must be returned to UEI immediately upon request, the end of this agreement, or termination of your employment with UEI, in the same condition as existed prior to your working from home, reasonable wear and tear excepted. Any such items shall only be used for work

benefiting UEI and for no other purpose. Other household members or anyone else shall not use the equipment or software. UEI-owned software may not be duplicated except as formally authorized. If you use UEI equipment, you will be responsible to maintain and insure the equipment against loss, theft, and other casualties, and you will be responsible for costs of repair or replacement thereof that are necessitated by any failure on your part to adhere to the provisions of this paragraph.

- All work you perform for UEI, regardless of whether it is performed on your own computer or a UEI-owned computer, is the property of UEI and must be turned over to UEI in accordance with typical work duty requirements, as well as upon request, or immediately upon termination of your employment.
- You will maintain and ensure security of UEI equipment, work product, and data by setting safeguards against any physical loss or damage, as well as against potential hacks or breaches by measures including password-protecting all devices used for business, encrypting when appropriate, and adhering to all UEI data security policies.
- While working from home, you will:
 - remain accessible during the above-referenced work schedule;
 - check in with your supervisor to discuss work status and open issues;
 - be available for teleconferences, scheduled on an as-needed basis;
 - be available to come into the office if a business need arises;
 - request supervisor approval to use vacation, sick, or other leave in the same manner as when working at your regular work location.
 - Only use your work email account for work.
- You will ensure your work area is free from obvious safety hazards and that you are complying with UEI safety policies and procedures. UEI will be responsible for any work-related injuries under California workers' compensation laws, but this liability is limited to injuries resulting directly from performing your job duties hereunder and only if the injury occurs in the designated work area while performing your work duties. Any claims will be handled according to the normal procedure for workers' compensation claims.
- If UEI chooses to conduct a site visit (with advance notice) to ensure that your work area complies with the guidelines and safety standards, you will allow such a visit.
- UEI is voluntarily allowing you to work from home. UEI may at any time, in its sole discretion, with or without cause, unilaterally terminate this Agreement and require you to work at the office, or otherwise alter this Agreement. Working from home is not an employee benefit available to the entire organization. As such, no employee is entitled to, or guaranteed this opportunity. You may voluntarily discontinue working from home by providing written notice to UEI. UEI will not be held responsible for costs, damages or losses resulting from your working from home or the cessation thereof. This Agreement is not a contract of employment and shall not be construed as such.
- Salary, job responsibilities, compensation, and benefits will not change simply by virtue of this Agreement, except as they might have changed had you stayed in the office full-time (e.g., regular salary reviews will occur as scheduled, and you will be entitled to any company-wide benefits

changes that may be implemented). You agree to comply with all existing job requirements as now are in effect in the office, and those that are implemented by UEI in the future.

- You will remain liable for injuries to third persons and/or members of your family occurring at your home, including within your home workstation. In this connection, you will indemnify, defend and hold harmless UEI; the Trustees of the California State University; California State University, Sacramento; the State of California; and all of said entities' affiliates, employees, directors, officers, contractors and agents, from and against any and all claims, suits, demands, penalties, losses and/or liabilities (including any related costs, expenses, and attorneys' fees) alleged by third parties or members of your family to have occurred at your home (including your workstation).
- You will immediately report to your supervisor any injuries to yourself or to others that arise out of or relate to the performance of your work, claims, thefts or losses of work-related data or records, and theft or losses of work product or UEI-owned equipment. You will cooperate in any investigation of such incidents, including allowing UEI personnel access to your home as may be deemed by UEI to be necessary or convenient for any such investigation.
- Your personal vehicle shall not be used for UEI business unless specifically authorized in writing by your supervisor in advance of such use.
- This agreement may be evaluated on an ongoing basis to ensure that your work quality, efficiency, and productivity are not compromised by the work at home arrangement described herein.
- This agreement constitutes the entire understanding between UEI and you regarding the subject matter specified herein. There are no other understandings, agreements, representations, or warranties, express or implied, not specified in this agreement.

Your signature below confirms that you understand and agree to abide by the terms and conditions contained in this agreement.

You understand that this agreement does not in any way alter the at-will nature of your employment and that either UEI or you can terminate your employment at any time, for any reason or for no reason at all, with or without notice.

Employee Signature Date

Manager/Director Signature Date

Executive Director Signature Date

Once the employee and manager/director have signed, please scan and email the form to uei-hr@csus.edu. Human Resources will obtain the Executive Director approval and will return a fully-executed copy via email.

Variable Schedule

If the employee will be working a variable hour schedule, indicate the schedule here. Please note that students cannot work more than the normal maximum hours during the academic year regardless of campus or school closures.

	<i>START TIME</i>	<i>END TIME</i>	<i># of HOURS</i>
<i>Sunday</i>			
<i>Monday</i>			
<i>Tuesday</i>			
<i>Wednesday</i>			
<i>Thursday</i>			
<i>Friday</i>			
<i>Saturday</i>			
<i>Total hours per week:</i>			