



CM-73

Appendix I

Telecommuting Agreement

I. General Work Arrangement

- A. This is an Agreement between _____ (“Department”) and _____ (“Employee”) to establish the terms and conditions for performing work at the following Remote Work Site _____ (physical address) on a regular basis (*e.g.*, on the same day every week, or on some routine basis) for Louisiana State University Health Sciences Center at New Orleans (LSUHSC-NO). The location of the Remote Work Site is a matter of public record.
- B. This Agreement is effective from _____ to _____ (not to exceed one year). The parties acknowledge that this Agreement may be evaluated and adjusted on an ongoing basis to ensure that Employee’s work quality, efficiency, and productivity are not compromised by the telecommuting arrangement described herein. This Agreement may be modified or canceled at any time and for any reason within 15 calendar days’ written notice by the Employee’s supervisor or by LSUHSC-NO Human Resource Management.
- C. While working at the Remote Work Site and during the designated work hours, Employee agrees to adhere to CM-73 – Telecommuting Policy, and further agrees to:
- remain accessible during the following workschedule: _____
 - maintain the following work hours: _ _____ ; agree to be available by phone and email during these core hours, and be available for teleconferences, scheduled on an as-needed basis;
 - check in with the supervisor to discuss status and open issues;
 - attend any on campus meetings that may be required even on a telecommuting day;
 - request supervisor approval in advance of working any overtime hours (if Employee is non-exempt per FLSA);
 - request supervisor approval to use annual, sick, or other leave (to the extent available) in the same manner as when working at employee’s regular work location; and
 - agree to participate in any studies, inquiries, reports and analysis related to this program.

- D. Employee's duties, obligations, responsibilities as outlined in their job description, and conditions of employment with LSUHSC-NO remain unchanged, except those obligations and responsibilities specifically addressed in this agreement and as outlined in CM-73. Job responsibilities, standards of performance, and performance appraisals remain the same as if working at the Primary Work Site. The supervisor reserves the right to assign work as necessary at any worksite.
- E. To the extent possible and at the discretion of the department, LSUHSC-NO will provide the necessary equipment that is needed to perform job duties successfully. Out-of-pocket expenses for supplies normally available through LSUHSC-NO will not be reimbursed. Any additional work-related expenses are subject to LSUHSC-NO policy for provision or reimbursement.
- F. As a telecommuting employee, you will have the same rights to training as non-telecommuting employees.
- G. Nothing in this Agreement shall create or imply a specific term of employment or affect the existing at-will employment relationship between Employee and LSUHSC-NO.

II. Safety & Equipment; Information Security

- A. Employee agrees to maintain a safe and secure work environment and to report work-related injuries to Employee's supervisor immediately and form DA 2000 completed. Employee agrees to hold LSUHSC-NO harmless for injury to others at the Remote Work Site. Regarding space and equipment purchase, set-up, and maintenance for telecommute work purposes:
 - Employee is responsible for providing space, telephone, printing, networking, and/or Internet capabilities at the remote work location and shall not be reimbursed by the employer for these or related expenses. Employee acknowledges that Employee has no right or expectation of privacy in data transmitted or received over the internet connection during remote work hours. Internet access must be via DSL, cable modem, or an equivalent high-speed bandwidth network.
 - Employee agrees to designate a workspace within the Employee's Remote Work Site for placement and installation of equipment to be used while remote working. Employee agrees to maintain this workspace in a safe condition, free from hazards and other dangers to Employee or equipment. Department must approve the site chosen as the Employee's remote workspace. Request for approval of workspace will include photos of the designated workspace. Any LSUHSC-NO materials taken home should be kept in the designated work area at home and not be made accessible to others. In the event legal action is required to regain possession of LSUHSC-NO-owned equipment, software, Employee agrees to pay all costs incurred by LSUHSC-NO, including attorney fees, should LSUHSC-NO prevail. Employee agrees to work at the Remote Work Site, and not

from another unapproved site. Failure to comply with this provision may result in termination of the agreement, and/or other appropriate disciplinary action.

- To the extent practicable, Employee agrees to protect LSUHSC-NO -owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. If Employee accesses sensitive or protected LSUHSC-NO information, Employee will do so using a VPN and Dual Factor Authentication provided by LSUHSC-NO. The precautions described in this agreement apply regardless of the storage media on which information is maintained, the locations where the information is stored, the systems used to process the information, or the process by which the information is stored. In addition to taking precautions with information shared electronically, the employee agrees to be cautious of information shared verbally. This includes but is not limited to telephone and/or video chats to ensure sensitive information is not presented in front of others.
- Employee agrees to immediately report to Employee's supervisor any incidents of loss, damage, or unauthorized access.
- Employee understands that all equipment, records, and materials provided by LSUHSC-NO shall remain the property of LSUHSC-NO.
- Employer will not be responsible for home office expenses, operating costs, home maintenance, or any other incidental costs (e.g. utilities), associated with the use of the employee's residence. Employee is entitled to reimbursement for LSUHSC-NO authorized expenses incurred while conducting official business for the employer.
- The supervisor and Employee must agree upon the equipment to be used in telecommuting. LSUHSC-NO is not required to provide equipment for the home office; however, with the approval of the supervisor, the telecommuter may be provided State-owned equipment necessary to perform work assignments. Department may provide the necessary computer, software, and other equipment needed for telecommuting. Upon completion of the request form: [LSUHSC-NO Equipment Tracking Off Campus/Home Use Authorization](#), such equipment shall be checked out to the employee in accordance with the [Asset Management Procedures](#). All items remain the property of LSUHSC-NO and must be returned by Employee, upon request. Other household members or anyone else should not use the equipment or software. LSUHSC-NO -owned software may not be duplicated except as formally authorized. Employer will be responsible for the insurance and maintenance of all LSUHSC-NO provided equipment. Employee agrees to return LSUHSC-NO -owned equipment, records, and materials upon termination of this agreement or separation from LSUHSC-NO.

B. Employer will be responsible for any work-related injuries under Worker's Compensation laws, but this liability is limited to injuries resulting during the course

and scope of employment. Any claims will be handled according to the normal procedure for Workers' Compensation claims.

- C. It will be the Employee's responsibility to determine any income tax implications of maintaining a home office area. LSUHSC-NO will not provide tax guidance, nor will LSUHSC-NO assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.
- D. Remote work is not a substitute for dependent care. The remote worker may not provide dependent care during the remote worker's core or assigned hours.
- E. Subject to applicable state laws, an employee's work location will be considered public information.
- F. Employee agrees to comply with all LSUHSC-NO policies and procedures.

I hereby affirm by my signature that I have read this Telecommuting Agreement and understand and agree to all of its provisions and relevant LSUHSC-NO policies.

Print and Sign

Employee

Date

Supervisor/Title

Date

Department Head/Director

Date

Second level Approver

Date

Please send this signed agreement to HR for placement in the employee's personnel file. The employee and the supervisor should each keep a copy of this agreement for future reference.