

Academic Appointee Flexible Work Arrangement (UCI-AP-FWA)

ACADEMIC APPOINTEE NAME:	TITLE/STEP:
DEPARTMENT/UNIT NAME:	SCHOOL NAME:

This is an agreement between the University of California, Irvine (UCI) and _____ (Academic Appointee) to establish the terms and conditions for a flexible work agreement. The Academic appointee agrees to follow the applicable guidelines, policies and terms described in this agreement.

The telecommuting site is located at _____.

Flexible work agreements are subject to ongoing review by departments, programs, or units and may be modified or rescinded with reasonable notice.

Examples of situations that may require an amendment or rescission of an approved flexible work agreement include but are not limited to:

- Academic mission is not adequately met
- Programmatic needs change or are no longer being met
- Job or job requirements change

Compensation & Payroll/Tax

An academic appointee's salary must be consistent with academic personnel compensation policies, even for fully remote academic appointees whose services are performed away from the job location in California or in another state. The work expectations should not be affected by the academic appointee's flexible work schedule.

The University is registered in all 44 states that impose an income tax. To ensure appropriate tax withholding, current UC academic appointees who relocate outside California must change their address and withholding information in UCPATH to the state in which the academic appointee's services are performed (not the UC job location).

Tax withholding for fully remote UC academic appointees who reside and work outside California is based upon the state where the academic appointee's services are performed. Academic appointees should be aware of California tax residency rules and work with their outside tax adviser to ensure that they do not also have a California tax liability if they have not completely severed their residency in California.

Departments should be aware that there are some jurisdictions, such as the City of Seattle, that have a payroll expense tax that is imposed on the employer but not the academic appointee.

Health & Welfare Benefits

Academic appointees who live or relocate outside of a benefit plan's coverage area may have limited benefits and provider options. If academic appointees have questions about specific insurance options when they move outside of their plan's coverage area or out of state, they should be directed to the Benefits Office.

If academic appointees have specific questions about updating their personal information or changing their benefit plan, they should contact UCPATH.

Disability Management

Requests for disability accommodation should be handled in accordance with [APM - 711 Reasonable Accommodation for Academic Appointees with Disabilities](#) or the applicable CBA. This includes situations where an academic appointee with a disability requests a flexible work arrangement as a reasonable accommodation. It also includes situations where a remote academic appointee with a disability or a hybrid remote academic appointee with a disability may need a reasonable accommodation in order to perform the essential functions of their position.

Hours/Sick/Vacation

The academic appointee's time and attendance will be recorded as if performing official duties at the campus. If participants in the program are sick and unable to work in their telecommuting location, they are required to report those absences. All use of vacation, compensatory time off, sick leave, or any other type of leave is subject to approval in accordance with established departmental procedures. The academic appointee agrees to follow established procedures for requesting and obtaining approval of leave.

Days and hours when the academic appointee will normally work at the telecommuting site are:

Academic Appointee Flexible Work Arrangement (UCI-AP-FWA)

Responsibility for Equipment Assignment, Usage & Maintenance

The use of equipment, software, data, supplies and furniture may be provided to the academic appointee for use at the telecommuting site. Academic appointee must have all property that is removed from the University workplace approved by their supervisor and documented. The academic appointee agrees to protect equipment against damage.

All maintenance on any University-supplied equipment will be performed by a University-authorized person at a University work location at the University's expense. Academic appointees must bring the equipment to the designated University location.

Use of University-provided software and data supplies at a remote work location is limited to the authorized academic appointee for purposes related to University business only. Academic appointees may not use University-provided equipment or use or duplicate University software for personal use or allow non-University personnel to use it.

Telecommuting academic appointees must return University-provided equipment and software to the University and guarantee to erase University software on their personal computers when requested by their supervisor or when employment is terminated. Software provided by the University remains the property of the University.

The academic appointee is responsible for maintenance, repairs or replacement of his/her own equipment. The University will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities), associated with the use of the academic appointee's residence.

Security/Confidential Information

Academic appointees who telecommute agree to follow all appropriate rules and regulations of the University regarding security and confidentiality of information, including computer data and files security. The academic appointee will apply approved safeguards to protect records from unauthorized disclosure or damage. All records, papers, and correspondence must be safeguarded for their return to the office. Academic appointee agrees to implement security measures when ever a computer being used for work is left unattended. Passwords may not be stored on academic appointee-owned equipment.

Dependent Care

Both parties agree that the Telecommuting Program will not be a substitution for in-home child or dependant care. If a child or dependant is present during scheduled work hours, the academic appointee must agree to make arrangements for the care of that child or dependant.

Performance Standards & Evaluation

Performance standards and academic appointee accountability for quantity and quality of work will not change due to participation in the flexible work program.

Duties and assignments authorized to be performed at this telecommuting site are:

Academic appointee recognizes that the supervisor reserves the right to assign other work as necessary at any workplace.

The following methods and times of communicating are agreed upon: *(Specify who, when, how often, during what time frames)*

The academic appointee agrees to remain accessible during designated work hours, and understands that management retains the right to modify this Agreement on a temporary basis as a result of business necessity.

Products, documents and other records used and/or developed while working under a flexible work agreement will remain the property of, and be available to, the University.

Academic Appointee Flexible Work Arrangement (UCI-AP-FWA)

Worker's Compensation

Work-related injuries incurred in the non-University worksite, during agreed upon working hours, should be reported promptly to the department, program, or unit. Such reports of injuries will be handled in the same manner as reports of injuries in the normal workplace.

Academic appointees working in California should address any questions to the Workers' Compensation manager at their location. Workers' compensation laws vary by state. Academic appointees working outside California should address any questions to the Workers' Compensation manager at their location or to Systemwide Risk Services.

The academic appointee agrees to hold the University harmless for injury to others at the telecommuting.

Reimbursable Expenses for Remote Work

Remote and hybrid-remote academic appointees who are working outside of the job location at their own convenience are not on travel status as defined in [Business and Finance Bulletin G-28, Travel Regulations](#), as "the period during which a traveler is traveling on official University business outside the vicinity of their headquarters or residence." If an academic appointee must travel to their job location that is considered a non-reimbursable commuting expense.

Reimbursement for work-related travel should be made from the academic appointee's job location, not from where the academic appointee's services are performed (for remote academic appointees, the academic appointee's home or other work location).

Expenses related to work needs, such as internet connectivity or phone usage, are governed by [Business and Finance Bulletin G-46: Guidelines for the Purchase of Cell Phones and Other Electronic Devices](#). Only business-related equipment that can be returned to the office at the end of the remote work arrangement should be reimbursed. If any item needs to be installed, charges related to the installation are the responsibility of the academic appointee. Locations should evaluate on a case-by-case basis where reimbursement is necessary for academic appointees with specific needs not already met with existing resources.

Academic appointees should work with their departments, programs, or units for regular office supply needs. Such supplies may be shipped to remote academic appointees, if needed.

Agreement

This Agreement may be terminated by either party at any time with reasonable notice.

I hereby acknowledge that I have read and understand the conditions in this Flexible Work Agreement and that my signature signifies my agreement to comply with the above terms.

Signature of Academic Appointee

Printed Name

Date

I have reviewed and approved this Flexible Work Agreement.

Signature of Supervisor/Principal Investigator

Printed Name

Date

Please keep a copy of this agreement in Academic appointee's personnel file. The Office of Academic Personnel does not need a copy.