This Hybrid Work Agreement (hereinafter “Agreement”) must be used when management has determined that an employee may regularly perform part of their work at a location on UC San Diego property (“On-Site”), and part of their work at a location that is not on UC San Diego Property (“Off-Site”).

If Employee already has an existing flexible work arrangement agreement in place, this Agreement supersedes and replaces that existing agreement.

This Agreement is not effective until it is fully signed and approved by all people listed in the signature blocks below.

I. General Work Arrangement

A. This Agreement is between ____________________________ (“the Department”) and ____________________________ (“Employee”) to establish requirements, expectations, and understandings for performing work both On-Site and Off-Site.

B. This Agreement begins on _____________ (date). Employee understands that this Agreement may be reviewed and reevaluated by the University, including by Employee’s supervisor, at any point. UC San Diego, the Department, or the Employee’s supervisor may terminate this Agreement at any time at their sole discretion by providing 30 calendar days’ written notice. Additionally, UC San Diego, the Department, or the Employee’s supervisor may terminate this Agreement, after consultation with Employee Relations, by providing 1 business day’s written notice if the reason for the termination is due to perceived or suspected performance-related concerns, violation of university policy, violation of the terms of this Agreement, and/or other misconduct. The Employee may request to terminate this Agreement at any time by providing at least 10 business days’ written notice to the Employee’s supervisor. Employee understands that the University will evaluate the Employee’s request to terminate in light of the organization’s needs. This Agreement will remain in effect unless altered or terminated as described herein.

C. The following conditions apply:

1. Employee’s hybrid work schedule is (Specify hours and location, including time zones. If the schedule varies, please include those details):

<table>
<thead>
<tr>
<th>Day</th>
<th>Specify hours and location</th>
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</thead>
<tbody>
<tr>
<td>Sunday</td>
<td></td>
</tr>
<tr>
<td>Monday</td>
<td></td>
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<tr>
<td>Tuesday</td>
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</tbody>
</table>
a. Employee must obtain their supervisor’s prior written approval for temporary alterations to the above schedule, but need not obtain a new agreement for such temporary alterations. UC San Diego, the Department, or the supervisor may also temporarily change the Employee’s work schedule, subject to any applicable policy or collective bargaining agreement.

2. Employee’s Off-Site work location is ________________________________ (“the Off-Site Location”).

3. Employee’s Off-Site phone number, which Employee acknowledges may be used for work purposes, is ________________________.

D. While working Off-Site, Employee will do the following as if they were working On-Site:

1. remain accessible during their work schedule;
2. check in with Employee’s supervisor to discuss work progress, status, and open issues;
3. be available for video/teleconferences, scheduled on an as-needed basis;
4. be available to physically attend scheduled work meetings in person (whether On-Site or at another location) as requested or required by the Department and/or their supervisor;
5. if employee is designated as non-exempt, adhere to any and all rules, expectations, and/or requirements relating to overtime, including the requirement to obtain pre-approval from Employee’s supervisor before working overtime;
6. if employee is designated as non-exempt, take rest and meal breaks as required by applicable laws, policies, and/or collective bargaining agreements;
7. submit accurate and timely timekeeping records, including their rest and meal periods and any overtime worked; and
8. obtain supervisor approval to use vacation, sick, or other leave.

E. Employee acknowledges that Employee has read and understood PPM 250-85, UC San Diego’s Flexible Work Arrangements policy, and agrees with it, including the Financial Responsibility provisions contained in that policy.
F. Except for those obligations and responsibilities specifically addressed in this Agreement, Employee’s duties, obligations, responsibilities, and conditions of employment with the University remain the same as if Employee had a standard work arrangement. Job responsibilities, standards of performance, and performance appraisals remain the same as when working On-Site. Consistent with the organization’s needs, the supervisor reserves the right to assign work at any worksite.

G. Employee acknowledges that even if they have successfully engaged in hybrid work, University is under no obligation to continue to permit such an arrangement.

H. The parties each acknowledge that the voluntary arrangement created by this Agreement should not continue if the University believes the Employee’s work quality, efficiency, productivity, and/or the Department’s performance or effectiveness is diminished by the hybrid arrangement provided in this Agreement.

II. Safety & Equipment; Information Security

A. Employee agrees to maintain a safe, secure, and ergonomic work environment and to report work related injuries to Employee’s supervisor at the earliest reasonable opportunity. Employee agrees to hold the University harmless for injury to others occurring at the Off-Site Location. Regarding space and equipment purchase, set-up, and maintenance for hybrid work purposes:

1. Employee is responsible for providing space, telephone, printing, networking and/or Internet capabilities at the Off-Site Location, and shall not be reimbursed for these or related expenses without authorization, in writing, from their supervisor prior to purchase. Internet access must be of sufficient speed and quality for Employee to participate fully in videoconferences. The University is not responsible for, and will not pay for, any maintenance, repair, and/or utility costs associated with the Off-Site Location.

2. A list of the equipment that is being provided by the University as of the date of this Agreement, including the primary intended location for that equipment (On-Site or Off-Site) is attached hereto as Exhibit A.

3. Employee agrees to protect University-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, and/or disclosure. 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.

4. Employee agrees that all equipment, records, and/or materials provided by the University shall remain the property of the University.

5. Employee agrees to report to their supervisor any incidents, or suspected incidents, of loss, damage, or unauthorized access to any University equipment, records, and/or materials at the earliest reasonable opportunity.

B. Employee understands and agrees that Employee’s personal vehicle may not be used for University business unless specifically authorized in writing by their supervisor in advance of such use.
C. Employee understands and agrees that in-person work-related meetings will not be conducted at the Off-Site Location unless specifically authorized, in advance, and in writing, by their supervisor.

D. With reasonable notice, the University may make in-person visits to the Off-Site Location for the purpose of ensuring that the designated workspace is safe and free from hazards, provides adequate protection and security of University property, and to maintain, repair, inspect, or retrieve University property.

E. Upon termination or any request by the University, Employee agrees to return University-owned equipment, records, and/or materials within 14 calendar days. The University will determine the process for the return of any such items.

III. General Provisions

A. Employee understands that there may be tax and/or other legal implications relating to this Agreement, including the use of the Off-Site Location provided for in this Agreement. Employee understands and agrees, for example, that they are responsible for any and all tax and insurance consequences, if any, of this arrangement, and for conformance to any applicable federal, state, and/or local laws or regulations, including but not limited to local zoning restrictions. The University will not provide any individual legal or tax guidance to Employee, including regarding potential personal implications arising from this Agreement. If Employee has any tax, insurance, or legal questions relating to this Agreement, Employee should consult with their own legal, tax, and/or other professional advisor.

B. If the Off-Site Location is outside of California, Employee must ensure that their address and withholding information in UCPath appropriately identifies the state in which the employee’s services are performed, and Employee must ensure that this information is kept current and accurate in the event of any changes.

C. Employee understands that if the Remote Location is outside of the University’s benefit plan’s coverage area, Employee may have limited benefits and provider options.

D. This Agreement shall be governed by and interpreted according to the laws of the State of California, without regard to conflict of laws principles, and the exclusive jurisdiction and venue for any and all actions arising out of, relating to, or brought pursuant to this Agreement shall be in a state court of competent jurisdiction within the County of San Diego, California.

E. This Agreement contains the entire agreement between the Parties hereto and supersedes any and all prior written and/or oral agreements. Nothing in this Agreement alters the terms and/or conditions of employment or the applicability of any University policy, and Employee agrees to abide by all applicable University policies as a condition of continued employment. In the event that there is a conflict between the terms of this Agreement and any applicable University policies and/or any applicable collective bargaining agreements, the terms of those policies and/or collective bargaining agreements shall govern the rights and obligations of the parties. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as
if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

I hereby affirm by my signature that I have read this Agreement and understand and agree to all of its provisions.

__________________________
Employee Name

__________________________
Employee Signature

__________________________
Date

__________________________
Supervisor Name

__________________________
Supervisor Signature

__________________________
Date

__________________________
Department Head Name

__________________________
Department Head Signature

__________________________
Date

Reviewed by Department HR: __________
Exhibit A

Include appropriate identifying information for each piece of University-provided equipment, and indicate the primary intended location for that equipment.

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Primarily for On-Site</th>
<th>Primarily for the Off-Site Location</th>
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<tbody>
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<td>Laptop, Desktop, and/or Tablet</td>
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<tr>
<td>Monitor</td>
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<tr>
<td>Docking Station</td>
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<td>Mouse and/or Trackpad</td>
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<tr>
<td>Keyboard</td>
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<td>Printer</td>
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<td>Desk</td>
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<tr>
<td>Office Chair</td>
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<td>Other (explain):</td>
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<td>Other (explain):</td>
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</table>

Hybrid Work Agreement
Revised February 9, 2022