

HOOP 228, Remote Work Policy: Remote Work Agreement Appendix A

I have read, understand and reviewed with my supervisor all of the conditions for remote work described in [HOOP 228](#). I agree to all of the responsibilities of and conditions that are described in [HOOP 228](#) and this Agreement.

Basic Principles

- I understand that remote work is not an entitlement. Permission to telecommute is based on job function, work group, internal and external business and university need, my past and future performance, and permission from management. Remote work may only be authorized to address a lack of available office space for the university or to provide reasonable flexibility that enhances the university's ability to achieve its mission.
- I understand that permission to remote work may be suspended or terminated based on performance, business reasons, or at the sole discretion of management, with or without advance notice.
- I agree to be bound during my remote work by all university policies and guidelines that would apply if I were working on site.
- I agree to be bound during my remote work by all employment agreements, policies, and guidelines, including those specific requirements set forth in [HOOP 228](#).
- I am expected to meet the same standards of performance as employees in the same job classifications who do not work remotely.
- I may be requested to provide more frequent and more detailed reports of my work and progress with respect to my work and agree to do so.
- I am aware that all applicable employment law notices are posted in the university's offices to which I report when working on site and are also posted online so that they are available to me while working remotely.
- I agree that working remotely does not change the at-will nature of the employment relationship and that either the university or I may terminate the employment relationship at any time, with or without advance notice, subject to applicable university policies.
- I understand that if I am a non-immigrant visa holder, the Office of International Affairs must approve this request before I am permitted to work remotely to ensure compliance with my visa sponsorship.
- I understand that if I am a faculty member who holds a teaching position, I may not work remotely at times during which I have teaching responsibilities for courses with in-person students.

Hours

- I understand that my supervisor must approve my regularly scheduled work hours and any change in those hours. Scheduled hours may vary from one employee to another in order to meet the department's needs and other requirements.
- I understand that, if I am non-exempt (eligible for overtime pay), I must have my supervisor's approval to work hours in excess of or other than these scheduled hours in accordance with [HOOP 154, Overtime Pay and Compensatory Time Off](#).
- I understand that, if I am an exempt employee (not eligible for overtime pay), my described schedule is my baseline hours of work and I am expected to work any additional hours necessary to timely and appropriately finish my duties.

- I understand that, if I am a non-exempt employee, I must accurately and promptly record all of the time that I work, regardless of whether that work was pre-approved or consistent with my assigned work schedule including off-the-clock work described below.
- I understand that, if I am a non-exempt employee, I must accurately and promptly record all of the start and end times of all work periods and meal periods. I do not have to record paid break periods.
- I understand that if I am a non-exempt employee, off-the-clock work is strictly prohibited while I work remotely. Off-the-clock work includes checking and responding to emails and making and responding to phone calls outside of scheduled work hours.
- I will work and be accessible during my regularly scheduled hours, regardless of the location at which I work.
- I understand that remote work is not a replacement for appropriate dependent care or other responsibilities of my personal life. I must provide the same undivided attention to my work as if I were working on site. My dependent care arrangements should be physically separate from my workplace so that the dependents will not interfere with my work. If my personal circumstances prevent me from avoiding distractions or interruptions at the telework site (for example, inability to obtain dependent care or attending to family medical needs), I will notify my supervisor and Human Resources in writing immediately (or my supervisor and Office of Faculty Affairs and Development if I am a faculty member). Any alteration in schedule to accommodate dependent care needs must be approved by my supervisor and Human Resources/Faculty Affairs.
- I will keep personal disruptions, such as non-business telephone calls and visitors, to a minimum during regularly scheduled work hours.
- I understand that the university's attendance and timekeeping policies, vacation time policies, and paid and unpaid leave (including sick leave) policies apply to remote work employees in the same manner that they apply to employees who work on site.

Benefits and Compensation

- I understand that compensation and benefit plans will remain the same when I work remotely because the job responsibilities of teleworkers and on-site workers remain the same.
- I understand that the university's paid time off policies apply to me while I work remotely. I must record and use paid time off for all variations from my regular work schedule, whether those variations occur while I am at my remote work location or elsewhere.
- I understand that I will continue to be covered under the university's workers' compensation policy for injuries arising out of and in the course and scope of my employment and during work hours and in the designated work area of the home or other work location, as approved in advance by my supervisor. I agree to promptly advise my supervisor and submit a Supervisor's First Report of Injury in accordance with the university's policy ([HOOP 100, Worker's Compensation Insurance and Temporary Modified Duty](#)) if I am injured on the job.
- I understand that the university is not liable for injuries occurring in my approved remote workspace when I am not engaged in work. Further, the university is not liable for loss, destruction, or injury that may occur in, to, or around my approved remote workspace, including to family members or visitors.

Work Location

- I understand that, if I am non-exempt, I am authorized to work only at the location approved by my supervisor, unless specifically authorized by my supervisor.
- I understand that, if I am an exempt employee, I am expected to regularly work at the above location, except as needed to meet the requirements of my job or to travel for business.
- I understand that if I choose to permanently live and work outside of the greater Houston area (or other geographic area surrounding my university-assigned work location) that I must pay transportation and lodging expenses incurred due to attending any training or mandatory in-person meetings in that geographic area, and I will not be reimbursed by the university.

Workspace

- I will notify my supervisor prior to entering into a remote work arrangement, and immediately if something changes, if anything more is needed to make the workspace compliant and secure as described in [HOOP 228](#).
- I will notify the university prior to entering into a remote work arrangement, and immediately if something changes, if I do not have a workspace that will minimize interruptions, such as a location that will allow me to shut a door, where needed, to separate my workspace or otherwise minimize disruptions, or if there is a change to my dependent care obligations or other circumstances.
- I agree that no in-person university business-related meeting may occur in my personal residence.
- I will promptly report to my supervisor any access to proprietary information by anyone other than myself, and any virus, malware or other impediment to the full functioning of my equipment and programs.
- I will promptly report to my supervisor any loss or damage to university equipment, files, documents or other resources.
- I will at all times comply with HIPAA and FERPA, and will not work in public areas, or use public wi-fi, or use public internet hotspots to connect with university and UT Physicians servers.
- I agree to use a workspace where proprietary information cannot be observed or accessed by anyone else. I agree to secure all proprietary information consistent with university policy.
- I agree to dispose of proprietary information according to the university or department's guidelines or return proprietary information to a university designated facility for disposal.
- I represent that I believe that remote work from my designated workspace will comply with all applicable laws, including zoning, homeowner's association, and local business licensing laws. I will promptly notify my supervisor if I become aware of any changes in such laws or rules that affect the use of my workspace for remote work.
- I agree to provide the university access to the workspace upon reasonable notice and during working hours in order to retrieve equipment and supplies, and to ensure the workplace is compliant with this Agreement and [HOOP 228](#). I agree that 48 hours' advance notice is presumptively reasonable for visiting the workspace during regular business hours, Monday through Friday, on days not recognized as university holidays.

Equipment and Supplies

- Other than the items provided by the university or that I have requested in writing from my supervisor, I already have and use for my personal use everything that might be needed to fully perform my work remotely.
- I must care for any university-owned equipment provided in a manner suitable to the equipment and the purposes for which it was provided.
- I will promptly report to my supervisor any damage or loss of the university's equipment or supplies or any work-related injury to myself.
- I understand that the university provides appropriate software licenses per employee regardless of work location. I will use university-supplied or approved hardware and software at all times for all work for the university. University software and hardware remains the property of the university and may not be duplicated or modified for any reason.
- I have and will maintain an internet connection that provides a stable and secure connection from my home to the university's network.
- I agree to transact all university business on the university's systems or on systems that are approved by the university.
- I agree to send all email communications regarding university business through the university's email systems or as permitted by the university's information security policies.
- I understand and agree that all telecommunications, all email and all data on university equipment, systems and storage media are owned by the university and that all university-related email and all data on any personal equipment, systems or storage media used for business are owned by the university. Such telecommunications, email and data are subject to the university's policy regarding the ownership of and absence of privacy in such resources even if located at a remote

location. See [HOOP 180, Acceptable Use of University Information Resources](#). I understand and agree that the university may retrieve and read any message or data composed, sent, received or stored on its equipment, supplies, systems or storage media and may retrieve and read any university messages or data composed, sent, received or stored on my personal equipment. I expressly consent to electronic monitoring of all of the foregoing.

Expenses

- I understand that unless the university has approved expenses associated with working remotely or except where otherwise required by law, I must pay for my remote work expenses, including phone, internet, or travel expenses.

Termination

- I agree that upon request, termination of the remote work arrangement, or termination of employment, I will promptly, and within no later than five business days, return all university information, documents, files, storage media, supplies, equipment, and other property and all duplicates thereof to the university either by delivery to my supervisor on a regularly scheduled workday between 9 am and 5 pm Central Time or by using an approved overnight delivery service (such as FedEx or UPS) with a pre-paid label supplied by the university.
- I agree to safeguard all the university information, documents, files, storage media, supplies, equipment, and other property and all duplicates thereof until recovered by the university, regardless of any delay in the recovery by the university of such documents, files, storage media, supplies, equipment, and other property and all duplicates thereof, including such documents or information stored on my personal devices.

I agree to all of the responsibilities of and conditions for remote work that are described in this Agreement and [HOOP 228](#).

*****At the discretion of the supervisor, an employee may be required to sign a copy of this Agreement for departmental records. However, regardless of whether a signature is required, all employees with a remote work arrangement must abide by the terms set forth in this Agreement.***

Employee's Signature: _____

Employee's Printed Name: _____

Employee's Title: _____ Date: _____

Supervisor's Signature: _____

Supervisor's Printed Name: _____

Title: _____ Date: _____