

**SAMPLE**

**The University of Texas at Dallas**

**TELECOMMUTING AGREEMENT**

1. Employee Name: \_\_\_\_\_

2. Employee's Job Title: \_\_\_\_\_

3. Employee's Department: \_\_\_\_\_

4. FLSA Status:        \_\_\_\_\_ Exempt        \_\_\_\_\_ Non-exempt

5. Street address of proposed remote work location: \_\_\_\_\_

\_\_\_\_\_

6. Telephone number and email address of proposed remote work location: \_\_\_\_\_

\_\_\_\_\_

7. Description of designated remote work area. Attach photograph and floor plan showing the location of furniture, equipment and electrical outlets.

8. Proposed Telecommuting Work Schedule:

	Primary Duty Station (Campus Office) Hours  (e.g. 8:00 AM – 12 Noon)	Remote Work Location (Home Office ) Hours  (e.g. 1:30 PM – 5:30 PM)	Lunch  (e.g. 12 Noon – 1:30 PM)
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

(Please respond to Items 9-13 on separate page(s) and attach to this document.)

9. Typical assignment(s) to be completed by employee at the remote work location:

10. Describe any telephone or data lines to be provided by The University of Texas at Dallas:

11. Describe any UTD equipment and software to be used by the employee at the remote work location.

12. Describe how routine work-related communication (email, telephone, voice mail, etc.) will be handled:

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**13. Time and project accounting and documentation will be provided during weekly meetings on campus. In addition to a weekly time report, describe any project accounting and documentation requirements:**

**14. Proposed start date of this agreement:**\_\_\_\_\_

**15. Proposed end date of this agreement (Cannot be more than 12 months later than the date in number 13):**

\_\_\_\_\_

**Employee's Certification:**

**I understand and agree to the following:**

A. Telecommuting is a management option, not an employee right or benefit. My participation in telecommuting is voluntary in nature and I am not required to participate as a condition of employment. This agreement in no way alters my employment relationship with the University or my obligation to observe all applicable University rules, policies and procedures. All existing terms and conditions of employment, including but not limited to my position description, salary, benefits, vacation, leave and overtime remain the same as if I only worked at my regularly assigned place of employment.

B. I shall provide and maintain a healthy and safe environment at the remote worksite. A floor plan of the worksite area showing the location of the furniture, equipment, and electrical outlets is attached to this telecommuting agreement.

C. I will not let non-work related events and activities disrupt or interfere with work at the remote work site. I will not use scheduled work time to provide dependent care. I understand that telecommuting is not a substitute for dependant child or eldercare.

D). My supervisor and/or EHS staff may visit my proposed remote work site to evaluate it prior to approving this telecommuting agreement.

E). I will allow the University to make prearranged on-site inspections of my remote work site during scheduled work hours.

F). I will report to my regularly assigned place of employment as indicated in this agreement.

G.) The operational needs of the University take precedence over this telecommuting agreement. After being provided as much advance notice as possible, I must report to work at my regularly assigned place of employment on a scheduled telecommuting day when required by my supervisor.

H.) Only University approved software will be used for connecting with the University's network from the remote worksite. I will run current anti-virus software at all times, and follow all University information security rules, copyright laws and manufacturers' licensing agreements.

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I.) If a University provided CPU and disk storage will be used for connecting with the University's network from my remote worksite, only I will use this University provided equipment. It is a violation of this policy for me to modify or disable any security related aspect of the provided equipment without the advance written consent of the IR Security Office.

J.) University equipment located at my remote work site is subject to all policies and restrictions related to use of state owned property. I am responsible for any and all equipment and software that is used at the remote worksite and accept financial responsibility for any equipment that is lost, stolen or damaged because of my negligence, misuse or abuse. If the University supplies my remote work site with a phone line, I will limit the use of that line to University business. I will read and comply with the University's property administration procedures, including completion of required documents, and information resource policies and procedures.

K.) I will maintain accurate time accounting documentation to support and substantiate my work hours and work products. I will submit routine time reports detailing hours worked and status reports describing tasks performed and/or completed as stated above. If my position is considered non-exempt under the Federal Fair Labor Standards Act, I will obtain the advance approval of my supervisor before working more than 40 hours in a work week. I will not receive state compensatory time while telecommuting and I must obtain supervisory approval before taking leave.

L. The University assumes no liability for injury at my remote work site to any other person who would not be in the work area if the duties were being performed at the regular place of employment. If I am injured, I must notify my supervisor immediately and complete all requested documents regarding any injury.

M.) I am liable for damages to my personally-owned equipment resulting from telecommuting. The University will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities, telephone, insurance) associated with the use of my residence for telecommuting, unless specifically provided otherwise in this agreement.

N.) This agreement does not constitute an employment contract and it does not create a property interest in employment.

O). This agreement may be terminated by either me or the University with ten (10) working days' written notice. The University reserves the option to terminate the agreement without notice if I violate any policy.

P). When this agreement terminates, I will promptly return all notes, data, reference materials, sketches, drawings, memoranda, reports, records, equipment, software, supplies, and any other University property in my possession or control.

Q.) I am responsible for any costs, damages, or losses associated with the termination of this telecommuting agreement.

**Employee's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**Supervisor's Certification**

**I certify that:**

- A. This employee satisfies all the requirements of the telecommuting policy,
- B. The work assignment satisfies all the requirements of the telecommuting policy,
- C. I have reviewed the proposed remote worksite floor plan and it satisfies all the requirements of the telecommuting policy, and
- D. I recommend approval of this agreement.

**Supervisor's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Approvals**

**Unit Head:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Dean or Director:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Vice President:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Human Resources:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Routing:**

**Original to:**      **Unit Head**

**Copies to:**      **Employee, Supervisor, Human Resources, Information Resources**