Human Resources

Telecommuting Agreement

Revised 3/2015

Name _____ UT EID _____

Job Title _____ Department _____

Under FLSA Guidelines, is this position Exempt ◯ or Non-Exempt ◯ Time period _____ _____
Begin date End date

Is this a request for an accommodation under the provisions of the Americans With Disabilities Act Amendments Act (ADAAA)? ◯ Yes ◯ No

Note: Telecommuting is an authorized work arrangement that involves an employee routinely working one or more days per week at a location that is not the regularly assigned place of employment. Supervisors should periodically review previously approved agreements to determine if the agreement should continue. If so, a new agreement is not required unless there are significant changes from the previous agreement, e.g. changes in remote location, number of hours worked remotely, job title, etc.

Note: Requests for accommodations under the ADAAA must first be reviewed and approved by The Office of Inclusion and Equity. Their office can be reached at 512-471-1849.

Note: Supervisors should review previously approved agreements to determine if the agreement shall continue and if so, a new agreement is not required.

1. Describe the business reason for the request to telecommute. (Please be specific)

2. List remote workplace location (street address, city, state and zip code)

3. Attach a floor plan to describe designated work area (e.g. home office section of living room, location of furniture, equipment and electrical outlets).

4. **On-campus** work schedule (indicate days and hours)

5. **Telecommuting** work schedule (indicate days and hours)

6. (a) Indicate specific and/or various types of assignments to be performed by employee at the remote work location. Attach a job description

   (b) List University equipment and software that will be used by the employee in the remote workplace location and will be returned to the University immediately upon expiration or termination of this agreement.

7. Describe how communication (i.e. email, voice mail, etc.) will be coordinated.

8. Describe how long distance business telephone calls, either voice or data, will be made from the remote workplace location. For example, using a University -issued calling card, via the telephone system remote workplace access service, etc.

9. List the supervisor's performance expectations and measures, how they will be communicated, and when feedback will be given (e.g. volume, quality of work and meet deadlines etc).

Employee and Supervisor agree that:

a. If regularly assigned place of employment is out-of-state, employee must contact University Payroll Services to determine taxing jurisdiction and how payroll taxes will be remitted to taxing jurisdiction. Also, the supervisor will contact HRS to ensure the University complies with appropriate work rules and State laws regarding employment in that State.

b. Employee and Supervisor agree to review work assignments on an agreed upon schedule to ensure work is being timely and satisfactorily completed.

c. Employee agrees to allow appropriate University administration personnel to inspect the employee's designated remote workplace location at mutually agreed upon times to ensure that safe and appropriate working conditions exist.

d. The University assumes no liability for injury at the remote work site to any other person who would not be in the work area if the duties were being performed at the employee's regular place of employment.

e. Employee will be responsible for any damage done to his/her personally-owned equipment used under this agreement, or that results due to telecommuting.

f. Employee is financially responsible for equipment that is lost, stolen, or damaged because of the employee's negligence, misuse, or abuse.

g. Supervisors will conduct performance evaluations for employees on an annual basis.

h. This Agreement is subject to termination upon request by the employee with ten (10) University business days written notice. It is recommended that the supervisor make a decision as to termination of the work arrangement within ten (10) University business days of the employee's request. The University reserves the right to terminate without a notice period for any violations of University policy, a violation of the conditions of the agreement or when there is a relevant change in university policy or law.

i. Employee must immediately notify his or her supervisor in case of an on-the-job injury.

By signing this agreement, it indicates that you have read, understood and will comply with the terms and conditions under which this agreement was approved. You also understand that this agreement is subject to the *Rules and Regulations* of the UT System Board of Regents and all of the policies and rules of UT System and UT Austin, including UT Austin *Handbook of Operating Procedures*, Telecommuting (http://policies.utexas.edu/). This agreement is not an employment contract and does not explicitly or implicitly guarantee nor imply permanent employment with the University.

Employee signature | Date

Supervisor printed name | Date | Supervisor Signature

Department head printed name | Date | Dean/VP/AVP Approval