

## Remote Work Agreement (RWA) for Faculty

### Remote Work Agreement Policy

An RWA helps to ensure a safe work environment, compliance with applicable UTA policies and procedures, communication methods, and work expectations.

Faculty members normally perform teaching, research, and service utilizing a combination of on-campus, home, and other locations. An RWA is not needed for this usual and customary work arrangement. An RWA is needed when the faculty member and Chair or equivalent and/or Dean decide that the performance of job duties can take place at a designated remote location exclusively. All faculty members working remotely in this manner must have an approved RWA prior to working remotely. Contact the Academic Human Resources if you have any questions about the details of this agreement prior to signing. Departments should review these agreements as needed and renew as appropriate.

#### A: Duration of RWA

The agreement duration is documented on page 5. Prior to the end of this agreement, you may request a review for a possible extension or renewal. Request and justification must be documented and submitted to your Chair or equivalent and/or Dean. This agreement must be reviewed and updated annually. After each review, your Chair or equivalent and/or Dean, in consultation with Academic Human Resources, will determine whether the arrangement should (1) continue, (2) be modified or (3) end. Any modifications to the original agreement will require a new agreement.

The RWA is voluntary and UTA reserves the right to suspend or terminate the RWA for any period and for any reason. Nothing in this agreement shall be construed to modify or alter your employment responsibilities, expectations or status other than as specifically provided in this agreement. The RWA may be terminated by UTA or by the faculty member with thirty (30) days written notice of termination. In the case of termination by UTA, your Chair or equivalent and/or Dean will communicate that in writing. Similarly, you may request to terminate the RWA at any time with a 30 day written notice by notifying your Chair or equivalent and/or Dean and indicating the date you desire to return to the primary (or campus) work location or conclude employment at UTA. Chair or equivalent and/or Dean approval is required to terminate the agreement at the request of the employee.

## B: Conditions of Employment and Pay Status

You are required to comply with all UTA policies and guidelines, as well as applicable unit policies and procedures as if you were working at the primary (or campus) work location. Requests for changes related to schedule (for example, teaching schedule) will be approved in the manner in which they are approved at the primary work location.

## C: Performance Expectations, Work Products and Work Hours

The ownership of any intellectual or other work-related products and programs that you produce during the period of the RWA will be governed by the same rules as that for in-person faculty members performing equivalent work or that your work has customarily been subject to. The determination of intellectual property rights will not be altered by the RWA. The expectations for work performance are not altered by the RWA. Consultations with your Chair or equivalent and/or Dean about work assignments, through mutually agreed-upon mode(s) of communication, will occur with the same frequency as that for in-person faculty. It is your responsibility to give accurate and up-to-date information to your Chair or equivalent and/or Dean, colleagues, students, and other work contacts, regarding work location and hours so that you are accessible. You must also record your time, as appropriate, based on your exemption status in the timekeeping system.

## D: Meetings

If a face-to-face work group meeting is necessary, it is your responsibility to attend the meeting at the primary (or campus) work location. For local travel, you incur all costs associated with this arrangement including, but not limited to: travel, lodging and meals. Whenever possible and appropriate, teleconferencing will be provided as an option.

## E: Insurance, Health and Safety

Worker's Compensation liability will be limited to work-related injuries/illnesses at a designated workspace at the RWL as opposed to applying to all areas of the home/RWL. You are responsible for immediately informing your Chair or equivalent and/or Dean of any potential work-related injuries/illnesses. UTA will only be responsible for any work-related injuries as stated under the Worker's Compensation laws applicable to the RWL.

## F: Equipment

Prior to finalization of this RWA, you must verify that you have appropriate equipment, software and connectivity to adequately complete your duties. The costs for office furniture will be your responsibility.

All equipment loaned by UTA for the purpose of performing the agreed-upon job duties will be maintained in good working condition and used only for performing UTA-related work. The cost of maintenance for UTA equipment will be covered by UTA, if approved by your Chair or equivalent and/or Dean in advance. Software used by you is subject to the same UTA restrictions on duplication and unauthorized use of software used in on campus. You may not use UTA equipment for unlawful purposes, for work for other employers or for personal financial gain. Other persons are prohibited from use of UTA equipment.

Any hardware or software purchased by UTA remains the property of UTA and must be returned to UTA upon request. Equipment no longer used by you must be returned in a timely manner. Equipment provided by UTA will be maintained by UTA. You will be required to bring, or send if you are not local, your UTA-owned machines into the primary (or campus) work location for servicing. UTA is not responsible for the temporary loss of remote workdays due to equipment maintenance or repair, and you are expected to report to the primary (or campus) work location or obtain approved leave in such a circumstance. UTA assumes no responsibility for repair, maintenance or replacement of personally owned equipment used for telecommuting. OIT may provide general documentation but will not troubleshoot connectivity issues. If UTA equipment is available for loan during the repair period, you may be able to check this out through your college/unit/department and continue remote work.

Upon resignation or termination of this RWA, you agree to return any equipment loaned specifically for use for the RWA in good working order and in comparable condition as when loaned. You assume financial responsibility for any UTA equipment loaned for purposes of the RWA that you do not return.

## G: Security of Information

You may not compromise the confidentiality or security of UTA information due to remote work, or remote computer access. This includes maintaining data security and confidentiality to the same degree maintained by UTA. You must comply with the policies and guidelines of proper use of information technology. Breaches of information security, whether by accident or design, while working remotely may result in the termination of the RWA and/or disciplinary action.

## H: Reimbursements and Remote Work Expenses

You incur all costs associated with this RWA including but not limited to: travel, lodging and meals, internet connectivity, and mobile devices.

UTA does not reimburse for remote work expenses. Therefore, travel expenses to and from the remote work location and the primary (or campus) work location that are reimbursed in accordance with UTA guidelines, will be treated as taxable income to you. You will incur the charges for the travel expenses and will be required to submit receipts for reimbursement which will be processed as taxable income. However, business-related travel not to the primary (or campus) work location pre-approved by the Chair or equivalent and/or Dean (e.g., customize with specifics for each employee) will be reimbursable business expenses, in accordance with UTA guidelines, that will not be treated as taxable income.

You must obtain supplies (paper, pens, printing supplies, etc.) through your UTA department and only supplies that are regularly stocked will be available. You will not be reimbursed if supplies are obtained elsewhere. Expenses not specifically covered in this agreement will be dealt with on a case-by-case basis, taking into account pre-approval, the reasonableness of the expense and the department budget for the program/project(s). You cannot be assured of reimbursements for expenses not approved in advance.

## I: Domestic Care

During established work hours at the RWL, you agree that family care demands shall not compete with work except in the case of an emergency when an applicable time off option must be used.

It is also expected that any teleconference meeting is free from interruptions created at your RWL to include family members, pets, and personal electronic device alarms and/or warnings.

## J: Tax Liability

The tax implications of remote work are entirely your responsibility. You are encouraged to seek professional advice in this area.

## K: Local Zoning Ordinances

You are responsible for observing any municipal zoning ordinances regulating the performance of work at home for remote work purposes.

### *RWL Workstation Design*

- Adjust your computer screen so that it is approximately 18-26 inches from your eyes and its height is slightly below eye level.
- Reduce the risk of an injury by keeping your work area clean.
- Keep walkways clear and avoid clutter to reduce the risk of a slip or fall.
- Use power strips to avoid tangled extension cords.
- Ensure that all electrical cords are in good condition.

### *Postural Considerations*

- Keep your head straight and elbows bent at 90 degrees when using a keyboard. Always keep wrists in a neutral (straight) position.
- Keep your feet flat on the floor and relax neck and shoulder muscles to minimize stress.
- Alternate work tasks, rotate activities and take periodic mini breaks to rest muscles.
- Sit with your head, neck and back upright. Support your lower back with a pillow, if needed.
- When lifting, which generally is not a required RWL job duty, keep the load against your body and lift with your legs not just your back.

### **M: Liability**

EXCEPT AS STATED UNDER PART II-E (INSURANCE, HEALTH AND SAFETY) AND PART II-F (EQUIPMENT) OF THIS RWA, YOU UNDERSTAND AND AGREE YOU ARE LIABLE FOR PROPERTY DAMAGES AND INJURIES TO YOU AND THIRD PERSONS AT THE RWL. YOU AGREE TO INDEMNIFY AND HOLD THE UT SYSTEM, UNIVERSITY, AND ALL OR ANY OF ITS REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, JUDGMENTS OR LIABILITIES (INCLUDING ANY RELATED LOSSES, COSTS, EXPENSES AND LEGAL FEES) RESULTING OR ARISING FROM OR IN CONNECTION WITH ANY INJURY AND DAMAGE (INCLUDING DEATH) TO ANY PERSON OR PROPERTY, CAUSED DIRECTLY OR INDIRECTLY BY YOUR WILLFUL MISCONDUCT, NEGLIGENT ACTIONS OR PERFORMANCE OF YOUR DUTIES AND OBLIGATIONS UNDER THIS AGREEMENT, EXCEPT WHERE LIABILITY ARISES SOLELY FROM THE NEGLIGENCE AND MISCONDUCT OF UTA.

## Remote Work Agreement Form

### Employee Acknowledgement

☐ I have read and I acknowledge the Remote Work Agreement (RWA) Policy for Faculty.

### Employee Information

Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Employee ID: \_\_\_\_\_

College/Unit/Department: \_\_\_\_\_

Primary/Campus Work Location: \_\_\_\_\_

Direct Chair/Dean: \_\_\_\_\_

Next Level Approval (as appropriate): \_\_\_\_\_

### Agreement Type

☐ New

☐ Renewal    Indicate the effective date of your original agreement: \_\_\_\_\_

### Agreement Duration

*Review and update on an annual basis.*

Start: \_\_\_\_\_

End: \_\_\_\_\_

## Working from Home

If the off-site work location is your home, you may choose to either provide your home address or confirm that your home address on record with the UTA is accurate and write “home address on file with UTA”. Update home address in UTShare if it has recently changed.

*State/Country and telephone number(s) and are required.*

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ ☐ Cell ☐ Landline

*If outside the US, include country code.*

## Remote Work Location (RWL) Workspace Description

Include a brief description of furniture, equipment, or other dedicated resources:

### Employee RWL Days, Hours, Frequency/Rotation (Core Work Hours)

The days and hours documented below have been agreed upon. The employee must be reachable via telephone or email within the time periods indicated below.

Record Start/Stop times in Central Standard Time format. Exempt employees may work beyond the times stated below without supervisor approval.

Day of the Week	Start	Stop
<input type="checkbox"/> Sunday		
<input type="checkbox"/> Monday		
<input type="checkbox"/> Tuesday		
<input type="checkbox"/> Wednesday		
<input type="checkbox"/> Thursday		
<input type="checkbox"/> Friday		
<input type="checkbox"/> Saturday		

Special Notes:

### University Assets (Equipment)

University assets used at the RWL – such as hardware, software, et cetera – must be logged in [the UTA Removal of Equipment from University Campus form](#).

As needed, complete and return the signed form to the department administrator prior to the removal of equipment from UTA premises.



## Signatures and Attestation

As evidenced by my signature below as the employee, the information I have provided in this RWA is accurate and I will comply with all requirements and directions of my supervisor.

If any information changes, it is my duty to inform my supervisor and to initiate the completion of an updated agreement. I acknowledge that my supervisor may need to consult with the Office of Human Resources. I understand that my up-to-date RWA will be housed within my college/unit/department personnel file.

I have read and understand the Remote Work Agreement (RWA) Policy for Staff and this agreement, and I agree to the duties, obligations, responsibilities, and conditions described within said documents. I agree that I must furnish and maintain my RWL workspace in a safe manner; employing appropriate remote work security measures; and protecting UTA assets, information, confidential materials and systems related to this remote work agreement.

I understand that UTA may, at any time, change any or all of the conditions under which I am permitted to work remotely or altogether withdraw permission to work remotely. Additionally, I have read, and agree to comply with the RWA Safety Guidelines stated in this document.

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Employee Signature

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Date

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Chair or Equivalent Signature

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Date

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Dean or Vice President

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Date

*The original remains in the college/unit/department personnel file. A copy will be given to the employee, Office of Human Resources ([askhr@uta.edu](mailto:askhr@uta.edu)), and Payroll Services ([payroll@uta.edu](mailto:payroll@uta.edu).) Complete the RWA by printing it out and signing on paper or by typing into the fields and signing using a digital signature in Acrobat.*