



## Temporary Remote Work Agreement

University of the Incarnate Word (UIW) encourages all managers and supervisors to think creatively about how to support their employees in caring for their health and reducing risk of exposure to COVID-19 (referred to further as the current health situation). One such option is implementing social distancing by encouraging employees to work remotely, where management has determined that working remotely is appropriate and viable. This Temporary Remote Work Agreement should be used in all instances where management has determined that work may temporarily be performed from home or an alternate location as a means of social distancing.

This Agreement must be signed and approved by the employee's manager or supervisor and the head of the department. When management determines to end this Temporary Remote Work Agreement, note that having successfully engaged in temporary telecommuting pursuant to this Agreement, does not require management to agree to any future remote work.

### I. General Work Arrangement

1. This is an agreement between \_\_\_\_\_ ("the department") and \_\_\_\_\_ ("Employee") to establish the terms and conditions for temporarily performing work at an alternate work site with the following frequency (e.g. daily each week, on the same day every week, or on some routine basis).
2. This agreement begins on \_\_\_\_\_. You understand that this Agreement to permit you to work remotely is a temporary measure only, and will be reviewed continuously during the period in which UIW encourages social distancing as a measure intended to minimize the spread of the current health situation. Accordingly, UIW may alter this schedule or end the Temporary Remote Work Agreement at any time at its discretion.
3. This Agreement will remain in effect unless altered or terminated at any time as described in paragraph 2 above.
4. The following conditions apply:
  - a. Employee's remote schedule is [specify days and hours. If it varies, please include those details].
  - b. Employee's regular remote work site location is \_\_\_\_\_.
  - c. Employee's regular phone number is \_\_\_\_\_.
5. While working remotely, Employee will:
  - a. remain accessible during the remote work schedule;
  - b. check in with the supervisor to discuss status and open issues;
  - c. be available for video/teleconferences, scheduled on an as-needed basis;
  - d. be available to come into the office if a business need arises;
  - e. be available to physically attend scheduled work meetings as requested or required by the Department;
  - f. request supervisor approval in advance of working any overtime hours (if employee is non-exempt); and
  - g. take rest and meal breaks while working remotely in full compliance with all applicable policies and laws; and
  - h. request supervisor approval to use vacation, sick, or other leave in the same manner as when working at Employee's regular work location.

6. Employee's duties, obligations, responsibilities, and conditions of employment with the University remain unchanged except those obligations and responsibilities specifically addressed in this agreement. Job responsibilities, standards of performance, and performance appraisals remain the same as when working at the regular University work site. The supervisor reserves the right to assign work as necessary at any work site.
7. The parties acknowledge that this agreement may be evaluated on an ongoing basis to ensure that Employee's work quality, efficiency, and productivity are not compromised by the remote work arrangement described herein.
8. You acknowledge that if your manager deems that the temporary remote work arrangement described in this Agreement is not working effectively or as envisioned, management may at any time adjust or end this Agreement. Management will strive to provide at least 24 hours' advance notice of any changes to this Agreement.

## **II. Safety & Equipment; Information Security**

1. Employee agrees to maintain a safe, secure, and ergonomic work environment and to report work-related injuries to Employee's supervisor and Human Resources at the earliest reasonable opportunity. Employee agrees to hold the University harmless for injury to others at the alternate work site. Regarding space and equipment purchase, set-up, and maintenance for remote purposes:
  - a. Employee is responsible for providing space, telephone, printing, networking and/or Internet capabilities at the remote location, and shall not be reimbursed by the employer for these or related expenses.
  - b. Employee agrees to protect University-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, 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.
  - c. Employee agrees to report to Employee's supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
  - d. Employee understands that all equipment, records, and materials provided by the University shall remain the property of the University.
2. Employee understands and agrees that Employee's personal vehicle may not be used for University business unless specifically authorized in writing by Employee's supervisor and approval from the vehicles services department in advance of such use.
3. Employee agrees to return University-owned equipment, records, and materials within 7 days of termination of this agreement. Within 7 days of written notice, Employee must return University-owned equipment for inspection, repair, replacement, or repossession.
4. Employee understands that Employee is responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.

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

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Printed Name

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head Printed Name & Title

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

*Please send this signed agreement to the Human Resources Office for placement in Employee's personnel file. The employee and the supervisor should each keep a copy of this agreement for future reference.*