

**The University of Texas San Antonio
TELECOMMUTING AGREEMENT**

Employee Name: _____
Title: _____
Department: _____

Employee ID: _____

1. Description of designated work area:

The employee will be performing his/her tasks from his/her residence effective **March 20, 2020**. This assignment will end on **May 31, 2020** and the agreement may be terminated or modified in the supervisor's discretion.

2. Telecommuting work schedule (indicate day(s) and hours):

The employee will work their scheduled hours. Any adjustments in schedule will be arranged and approved by supervisor.

The employee will fall under Texas Government Code 659.018- Compensatory Time: Place where work Performed as the Code is written as follows: a) Except under circumstances specified in the General Appropriations Act or as provided by Subsection (b), an employee of a state agency as defined by section 658.001 may not, for hours worked during any calendar week, accumulate compensatory time off under Section 659.015 (f) or 659.016 to the extent that the hours are attributable to work performed at a location other than the employee's regular or temporary assigned place of employment. (b) An employee may accumulate compensatory time off for hours worked during any calendar week at the employee's personal residence if the employee obtains the advance approval of the administrative head of the agency for which the employee works or that person's designee.

Telecommuting cannot be used by employees to attend to personal business, such as performing outside employment or providing regular dependent care. Attendance at designated on-campus locations for meetings, conferences, training sessions or similar activities may be required at the discretion of the supervisor. Transportation, mileage and parking costs for such attendance are the employee's responsibility.

The telecommuting employee must be available for contact during scheduled work time as if the employee were working at an on-campus location.

3. Typical assignments to be worked on by the employee at the remote workplace location:

Employee will continue to fulfill the duties described in their job description. Additional duties and tasks will be assigned by Supervisor as needed.

4. The following equipment and software will be used by the employee in the remote workplace location and will be returned to UTSA immediately upon expiration of this agreement or termination of the employee:

The employee has confirmed that he/she has wired and/or wireless internet connection at home and has taken steps to make sure the data he/she is accessing using the new VPN technology is not compromised. The employee must adhere to UTSA policies and procedures regarding information security, including specific procedures outlined by the Office of Information Technology for Category 1 and Category 2 level data.

UTSA will not be responsible for operating costs, home maintenance or any other incidental costs (e.g. utilities, insurance, etc.) associated with the use of the employee's residence or computer equipment.

(Include tagged and non-tagged items)

Description of Equipment	Serial Number	Asset Tag

5. **Communication (i.e., e-mail, voice mail, etc.) will be handled as follows:**
- UTSA email box
 - OneDrive
 - Jabber (access voice mail and make/receive calls using your assigned number)
 - Microsoft Teams or WebEx
 - Duo Mobile

For additional assistance please contact University Technology Services at x5555.

6. **Time and/or project accounting and documentation will be provided through weekly submission of reports on hours worked each day and on the number of hours spent on specific assigned projects. This will be monitored by the use of weekly timesheets, which will be turned into the department in accordance with timekeeping guidelines. The delineated tasks will be accomplished within the set time line.**

7. **Duration of telecommuting agreement**

The telecommuting agreement will be in effect beginning **March 20, 2020** and will be revisited on May 31, 2020. The supervisor will notify the employee of any changes in writing. Continuation of telecommuting is dependent on business related reasons. UTSA may terminate this telecommuting agreement at any time, with or without prior notice. UTSA will not be held responsible for costs, damages, or losses associated with the termination of the telecommuting agreement.

8. **The employee agrees to adhere to all applicable UTSA and department policies, to include, but not limited to the Information Resources Use and Security/ Acceptable Use Policy and the Code of Ethics outlined in Chapter 8.12 and 4.01, respectively, of the Handbook of Operating Procedures.**

9. **UTSA may take appropriate disciplinary action against the telecommuter for failure to comply with the provisions of the Telecommuting Agreement, or other policies, during approved telecommuting times.**

10. **Employee Separation from UTSA**

Upon employee separation, the employee must immediately return to UTSA all notes, data, reference materials, sketches, drawings, memoranda, reports, records, equipment, software, supplies, and any other University-owned property in the employee's possession or control.

11. **By signing this Telecommuting Agreement, the employee certifies as follows:**

The undersigned (Employee) accepts fiduciary responsibility for the property being removed from campus. This responsibility includes: (1) replacing, or reimbursing the University for property which becomes lost, stolen, or damaged (due to negligence), while in your care; (2) making the property available for scanning during your Department's Annual Physical Inventory; and (3) returning any and all property covered by this agreement, should you separate from the University.

Data Encryption Certification: The undersigned (Employee and Manager) certify that any computer equipment (desktop, laptop, and/or handheld device) being removed, has been encrypted and registered in Insight, or has a registered exemption in Insight.

I have read, understood and agree to the conditions detailed in this Agreement.

Employee Name: _____ Empl ID: _____

Employee Signature: _____ Date: _____

Immediate Supervisor Name: _____

Immediate Supervisor: _____ Date: _____

Division/Unit Head Name: _____

Division/Unit Head Signature: _____ Date: _____

Submit a fully executed copy of this agreement to: Human Resources Employee Relations at telecommute@utsa.edu.