

## Remote Work Agreement

Contracting Parties: This agreement is between Dixie State University (DSU and “University”) and the following employee (“Employee”):

\_\_\_\_\_  
Employee’s Full Name

\_\_\_\_\_  
Employee’s Position Title

\_\_\_\_\_  
Remote Work Location Address

\_\_\_\_\_  
Remote Work Phone Number

The purpose of this agreement is to allow Employee to perform their assigned work outside of a main DSU campus on a **long-term basis**, relieving the Employee from the daily commute to the office and ongoing relinquishing of a dedicated campus office space, where such an agreement will benefit both the University and the employee.

**Administrative Section – must be completed by Supervisor and agreed to by Employee:**

Percentage of time employee will work remotely each week (must be at least 60%\*): \_\_\_\_\_

\*100% = at least 40 hours per week, or full FTE. 60% = at least 24 hours per week, 3 days per week, or % FTE, etc.

| Days of Week  | Current On-Campus Work Hours | Proposed Remote Work Hours | Do Hours Fulfill Business Needs? |
|---------------|------------------------------|----------------------------|----------------------------------|
| Saturday      | am -- pm                     | am -- pm                   | YES NO                           |
| Sunday        | am -- pm                     | am -- pm                   | YES NO                           |
| Monday        | am -- pm                     | am -- pm                   | YES NO                           |
| Tuesday       | am -- pm                     | am -- pm                   | YES NO                           |
| Wednesday     | am -- pm                     | am -- pm                   | YES NO                           |
| Thursday      | am -- pm                     | am -- pm                   | YES NO                           |
| Friday        | am -- pm                     | am -- pm                   | YES NO                           |
| Weekly Total: |                              |                            | 1.00 FTE = 40 hours/wk           |

Will the University be providing Employee a dedicated University phone number? YES NO

Will the University be providing Employee a cell phone reimbursement payment? YES NO

Will the University be providing Employee computer hardware or software (see below)? YES NO

Describe Employee’s designated home office area<sup>^</sup>: \_\_\_\_\_

<sup>^</sup>pictures of home office space submitted [here](#), ensuring Policy 326 compliance, as well as applicable local, state, and federal laws (Fair Labor Standards Act, OSHA, etc.) and DSU Policy 401. In event of work-related injury or incident, a safety inspection of space will occur by Risk Management and/or HR, with any problems corrected with 15 business days.

Describe computer/phone hardware or software provided by University to Employee for remote work\*\*:

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\*\*includes DSU property bar codes, specialized software installed, etc. List University phone number, if assigned.

Remote Work Agreement Proposed Start Date: \_\_\_\_\_ First Check-in\*: \_\_\_\_\_

\*New agreements follow a six-month trial period to ensure policy compliance and agreement meets needs of the University and employee. If agreement is positive for both parties, renewal thereafter will occur annually on start date.

## Remote Work Agreement Terms & Conditions

Employee understands that this remote work agreement reflects a cooperative arrangement between the University and Employee, not an entitlement, and is based on:

- The needs of the job, work group, and the University
- Employee's past and present levels of performance

While working from home, Employee continues to be bound by all DSU policies and Employee's department rules, practices, guidelines, and procedures, including those regarding professionalism, customer service, data security, confidentiality, discipline, time clock entries, and leave time requests.

Remote work arrangements are permitted at the sole discretion of the University and can be modified by the University at its sole discretion for any reason. The University reserves the right to terminate this agreement at any time and for any reason and require Employee to return to their regular work location as a condition of future employment.

**Job Duties:** Employee's work status, job duties, and responsibilities will remain unchanged as a result of this agreement. However, Employee's department may require additional duties related to the remote work agreement, such as providing periodic written reports to the supervisor regarding work progress.

**Compensation/Benefits:** Salary and benefits remain unchanged, including eligibility for Workers' Compensation benefits, which remain applicable exclusively to injuries arising out of and in the course of employment within the employee's designated home office area and/or a campus visit.

**Agreement Obligation:** This agreement, any attachments, and any revisions are not considered contracts or promises of employment. Nothing in this agreement guarantees employment for any specific term.

**Work Hours:** It is critical for Employee to be as accessible during their designated work-at-home hours, as would be expected of Employee when working on-campus. Employee remains responsible for meeting all deadlines, promptly responding to communications, and upholding high-quality work standards.

**Out-of-State Work Location:** Dixie State University is a body politic of the State of Utah and operates campuses and instructional sites within the State of Utah only. DSU is registered as a business entity outside of the State of Utah, but in limited states and locations. The designated remote work location and home office area are the only locations approved for remote work for Employee, outside of University-paid travel requirements for the position. Any changes in the designated remote work location require pre-approval from Human Resources and supervisor before occurring, whether such changes occur within or outside of the State of Utah. **Failure to comply with this provision will lead to disciplinary action, and may lead to disqualification from employment.**

**Designated Home Office:** Employee is required to work exclusively in this designated work area, as well as upkeep and maintain the safety of this space. The University assumes no ownership rights or responsibilities over Employee's home office space and will not be listed on any leases, utilities, homeowner agreements, etc.

**Home Office Furnishings, Services, and Maintenance:** Employee is responsible for the costs of furnishing, establishing, and maintaining their home office work area, including utility, tax, internet, and home/renters' insurance expenses. Employee may work with their supervisor to discuss a taxable stipend to support personal purchase of home office equipment, as outlined in DSU Policy 326. This does not affect Employee's ability to request equipment or other resources as reasonable accommodations under the Americans with Disabilities Act (ADA). Employee is encouraged to contact HR for more information about engaging in the ADA interactive process.

**Department Equipment:** Employee's department may, within its sole discretion, provide Employee with basic equipment that the department deems essential for Employee to perform their responsibilities from Employee's home office, such as computer hardware and software. Any such equipment is the sole and exclusive property of the University, including any equipment provided in accordance with the ADA, and is subject to the same business use restrictions as if it were on-site. Employee will not move the equipment from the designated work area, except as may be permitted by the University. Employee shall be liable for condition of University equipment beyond normal wear and tear.

**Notification of Equipment Failure:** Employee is expected to notify their supervisor within 12 hours of equipment malfunction or failure. In the event of such malfunction or failure, the department may, at its sole discretion, supply Employee with temporary use of alternative equipment or require Employee to work on-campus while equipment is being repaired.

**Unauthorized Use of University Property:** The equipment, supplies, and other property provided by the University is provided exclusively for Employee's use in providing services to the University. It may not be used by any non-employee (including household members), unless such may be required for business-related reasons. Employee shall be liable for damages caused by unauthorized use of University property.

**Return of University Property:** The equipment, supplies, and other property provided by the University shall be returned to Employee's department within two (2) business days of the University's request, Employee's termination, or the expiration or revocation of this remote work agreement.

**Safe Work Area:** Employee shall set up and maintain their home office in accordance with the safety standards set forth within the University. By signing this agreement, Employee certifies that Employee's home office is free of safety hazards and other dangers before the remote work agreement term begins and will remain free of safety hazards and other dangers. Employee shall use and maintain equipment and supplies in a safe and appropriate manner. Employee consents that the University, at its sole discretion, may require Employee to provide their supervisor with photographs or videos of their home office space so as to ensure compliance with relevant safety standards.

**Work Area Inspections:** By signing this agreement, Employee consents that the University may make periodic visits to Employee's home office to audit Employee's compliance with applicable safety standards. Reasonable efforts will be made to schedule such visits in advance.

**Reporting of Injury:** Employee must report any work-related injuries to their supervisor immediately, but no later than 24 hours after such injury, using the University's standard injury reporting process. This is the same process required of employees working on University property. By signing this agreement, Employee consents to a University representative visiting Employee's home office to investigate an injury report, if necessary. Reasonable efforts will be made to schedule such visits in advance.

**Employer Liability:** The University assumes no liability for injuries to Employee that occur outside of Employee's designated home office, the course and scope of Employee's job duties, or Employee's working hours. In addition, the University makes no representations on the personal tax or insurance implications that Employee may face in conjunction with this remote work agreement; it is Employee's obligation to address these issues on their own. See above information on home office, equipment, etc.

**Work and Family:** This remote work agreement is not a substitute for childcare or eldercare arrangements. Employee may not work at home with the intent of, or for the sole purpose of meeting their dependent care responsibilities. While the presence of dependents in the household should not be an absolute bar to working remotely, Employee should not be engaged in dependent care activities while performing official duties. Rather, while performing official duties under the terms of this remote work agreement, Employee is expected to arrange for dependent care just as they would if they were working on-campus. The specifics of Employee's dependent care arrangements may be requested by Human Resources and appended to this remote work arrangement. While an occasional, brief interruption may occur when a dependent is present in the home, Employee must be careful to keep interruptions to a minimum to avoid disruptions in work accomplishment. Employee is encouraged to work with Human Resources and supervisors to discuss options such as leave time or a flexible schedule that may help manage dependent care responsibilities in relation to work responsibilities. Employee commits to resolving potential distractions and conflicting demands in advance of this remote work agreement's effective date.

**Work Schedule:** Employee agrees to abide by the work schedule set forth by their supervisor in this agreement. The work schedule may be amended from time-to-time by the University or parties' mutual agreement. Employee acknowledges and agrees that compliance with this schedule is a fundamental component of this agreement. Employee must obtain prior approval from their supervisor to alter the remote work schedule established herein, including prior approval to accrue any overtime. Requests for vacation and sick leave will be handled in the same manner as if Employee was on-campus, with such requests remaining subject to University and departmental prior notification requirements.

**University Policies:** Connected to this process is an understanding of DSU Policy 326: Flexible Work Arrangements and Remote Work Agreements, as well as all other DSU policies and employee codes of conduct. Employee will review and become familiar with all applicable University policies.

**Trial Run Check-In and Annual Renewal of Agreement:** A remote work agreement expires one year from its effective date, with an initial check-in period required at the six-month point of the first year. Renewal is not automatic. Approval for this agreement, the check-in period, and annual renewals thereafter must be obtained from the relevant Vice President or President's direct report.

Nothing in this agreement guarantees Employee a remote work agreement for any specific term. This agreement can be modified or revoked at any time by the University or by mutual agreement between the University and Employee.

Both parties agree that this agreement supersedes any previous written or oral agreements between them relating to the same subject matter and represents the entire agreement regarding Employee's remote work arrangement. Employee agrees to abide by the terms stated in this agreement and any attachments. Employee understands that failure to adhere to the agreement may have adverse impact on their employment and may result in disciplinary action, including but not limited to, the immediate revocation of the remote work agreement and termination.

Sign below to confirm all parties have read through this policy and agree to comply with University policy and the terms found within this agreement:

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Dept/Division Head's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice President's Signature

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_