



## **Remote Work** *Provisional*

### **Purpose**

The purpose of this policy is to establish guidelines and expectations for remote work arrangements for faculty and staff employees at Stephen F. Austin State University (SFA).

### **Persons Affected**

This policy applies to all faculty and staff employees. This policy does not apply to positions that require student status as a condition of employment, including graduate student positions such as Research Assistants (RA) and Teaching Assistants/Associates (TA), who are ineligible for Remote Work.

### **Definitions**

**Remote Work:** also known as “telework”, is an authorized work arrangement that allows an employee to conduct on a regular basis all or some university business at a place other than the employee’s regular or temporary assigned work location during all or a portion of the employee’s established work hours. Remote Work requires a formal Remote Work Agreement, approved by the appropriate leadership structure within the division, and if outside of the State of Texas, by the President or designee.

**Temporary Remote Work:** the occasional, non-routine, short-term (up to five consecutive business days) performance of an employee’s job duties at a location away from the employee’s Regularly Assigned Work Location, most often the employee’s residence. Verbal or written approval by the employee’s immediate supervisor or department/division head is required.

**Regularly Assigned Work Location:** a worksite on the university campus or on property under control of the university where an employee usually and customarily reports to work. The Regularly Assigned Work Location may also be referred to as the employee’s SFA worksite or university worksite.

**Remote Work Agreement:** the written document outlining the remote work location, work hours, equipment, and terms of an employee’s Remote Work. The Remote Work Agreement must be signed by the employee and approved by the appropriate leadership structure within the division, and, if outside of the State of Texas, by the President or designee prior to any remote work by the employee.

**Remote Work Location:** the designated work location for any faculty or staff member that is not the employee’s Regularly Assigned Work Location. Most often, the Remote Work Location is the employee’s residence.

### **Policy**



The university normally requires that work be performed on university property or property controlled by the university. As appropriate, faculty and staff employees of the University are expected to maintain a significant in person presence at their SFA worksite to fulfill their obligations to their students, colleagues, and the university. In order to promote general work efficiencies, the university may permit or direct employees to work at remote work locations when doing so serves the best interest of the university, is permitted under applicable law, and is approved in advance as outlined in this policy.

Remote Work is considered a privilege and not an entitlement. All Temporary Remote Work must be approved by the appropriate leadership structure within the division. Remote Work requires a written Remote Work Agreement approved by the appropriate leadership structure within the division and, if outside of the State of Texas, by the President or designee.

Remote Work Agreements are subject to termination at any time due to performance concerns, employee discipline, a change in policy, law, or the needs of the university as interpreted by the department unit head, division head, or president. Remote Work Agreements do not constitute an employment contract and end upon the employee's separation of employment.

Remote Work does not alter an employee's relationship with the university, including responsibilities, salary, benefits, leave, nor expected hours of work.

Remote work is not to be used to allow an employee to work at other jobs, serve on a board, perform volunteer work, or manage a personal business.

Remote work may not be used as a regular substitute for childcare, elder care, or other care giving activities during normal working hours.

## **Eligibility**

Under state law, remote work is only permitted if the employee:

1. has a temporary illness;
2. has a temporary or permanent medical condition or disability requiring the university to make a reasonable accommodation under state or federal law for the remote work;
3. is employed in a nonteaching position and:
  - a. has demonstrated the ability to work well with minimal supervision;
  - b. has a deep understanding of the employee's duties and responsibilities;
  - c. has demonstrated the ability to manage the employee's time;
  - d. has a record of thoroughly and efficiently accomplishing the employee's duties; and
  - e. is employed in a position that does not require the employee's day-to-day physical presence at the university or in-person interaction with students, administration, or other employees.
4. Is employed in a teaching position but is not a faculty member of the university;
5. Is employed in a teaching position and is currently assigned to teach only a course or program that the university has:
  - a. Approved for remote instruction in accordance with the university's academic oversight or faculty governance procedures; and



- b. Designated as:
  - i. Distance education; or
  - ii. A dual credit course or program provided by the university.
- 6. Is employed as a faculty member and is on a temporary research assignment located off the university's campus or controlled property; or
- 7. Is employed as a faculty member who provides telehealth services as part of the employee's assigned clinical, research, or university duties.

Supervisors must determine which roles/positions are eligible for remote work within their unit. Eligibility may vary based on actual roles and job duties even if the job titles are the same. In addition to initial eligibility requirements provided under law, a supervisor's consideration includes but is not limited to:

- a. Positions/roles that may be performed effectively from a remote location.
- b. The ability to maintain confidentiality of information at a remote location.
- c. The ability to provide a remote workplace at which SFA equipment and work-related materials will be safe and where required job duties can be performed.
- d. The ability to provide adequate and reliable connectivity in order to utilize appropriate secure equipment and software as prescribed by university information technology services, utilizing VPN to access category 2 or higher data.

## **Work Schedule and Hours**

Employees working remotely must work hours that comply with SFA HOP 03-221 Working Hours and Holidays. Nonexempt employees must maintain a 40-hour work week and will not be allowed to work in excess of 40 hours without prior approval from the department head. Exempt employees must work the number of hours necessary to complete the requirements of the job, but no less than 40 hours per week. Employees working remotely are not eligible to claim or earn state compensatory time unless it is approved in compliance with Texas Government Code, 659.018(b).

## **Employee Obligations**

- 1. Employees working remotely are responsible for updating their supervisor and human resources with their most current contact information, current address, and remote work location.
- 2. Employees working remotely are still responsible for the same job duties, hours, and performance expectations as if working at an SFA worksite.
- 3. Employees are required to use SFA equipment and abide by all SFA information security obligations including but not limited to HOP 06-101 Acceptable Use of Information Technology Resources and HOP 06-107 Information Security Management.
- 4. Employees working primarily remotely may still be required to come to campus to fulfill student, operational, or other business needs or to attend special events as determined by the employee's supervisor. Travel to and from SFA and the employee's remote work location is the responsibility of the employee and not SFA.
- 5. Employees are obligated to follow all SFA policies, procedures, and protocols to the same degree as an employee working on SFA's campus.



## **Department Obligations**

1. Departments must keep a copy of all Remote Work Agreements for that department as well as current contact information for any employee working remotely.

## **Remote Work Outside the State of Texas**

1. Each department with an employee working remotely outside of the State of Texas will be charged \$500 per employee, per month, to cover the additional costs of compliance with the various state laws and registration requirements.
2. Each department with an employee working remotely outside of the State of Texas are responsible for being aware of the individual impact of working remotely from that state on their tax status, employment status, immigration status (if applicable), benefit availability and costs, worker's compensation and all other state, local, and federal laws or requirements that apply to their state of residence or remote work location while the Remote Work Agreement is in place.
3. Out of State Remote Work must be approved by the President or designee and the Vice President for Finance, and will require a compelling business reason.
4. Supervisors must consult with HR prior to approving a Remote Work Agreement and be aware of those states where remote work is restricted or not permitted by SFA.
5. Employees working remotely from an out of state location are responsible for being aware of the individual impact of working remotely from that state on their tax status, employment status, immigration status (if applicable), benefit availability and costs, workers' compensation and all other state, local, and federal laws or requirements that apply to their state of residence or remote work location while the Remote Work Agreement is in place.

## **Agreement and Approvals Required**

All employees requesting to work remotely must have a written Remote Work Agreement in place. The Remote Work Agreement for employees requesting to work remotely within the state of Texas must be approved by the appropriate leadership structure within the division. The Remote Work Agreement for employees requesting to work remotely outside of the State of Texas must be approved by the appropriate leadership structure within the division and the President or designee.

## **Termination of Agreement**

Remote Work Agreements expire at the end of each fiscal year; approval and a new Remote Work Agreement is required each fiscal year. The university reserves the right to terminate a Remote Work Agreement if the university determines that the agreement is no longer in the best interest of the university or conflicts with state law. When possible, the University will send notice to the employee ten (10) business days before the termination date. The university also reserves the right to terminate a Remote Work Agreement 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. Employees may appeal the termination of their Remote Work Arrangement with their supervisor and/or with appropriate leadership within the division (See HOP 02-310 Faculty Disagreements and 03-305 Employee Grievances). Failure to report to on-campus



employment following the termination of a Remote Work Agreement may be considered resignation from employment.

If employment ends when the Remote Work Agreement is terminated, the employee must promptly return all notes, data, reference materials, sketches, drawings, memoranda, reports, records, equipment, software, supplies, and any other university property in the employee's possession or control.

The university shall not be held responsible for costs, damages, or losses associated with this agreement.

### **Related Statutes or Regulations, Rules, Policies, or Standards**

Tex. Educ. Code § 51.992

Tex. Gov't Code §§ 658.010, 659.018(b)

SFA HOP 02-310 Faculty Disagreements

SFA HOP 03-207 Fair Labor Standards

SFA HOP 03-305 Employee Grievances

SFA HOP 03-407 Overtime and Compensatory Time

SFA HOP 03-221 Working Hours and Holidays

SFA HOP 06-101 Acceptable Use of Information Technology Resources

SFA HOP 06-107 Information Security Management

### **Responsible Executive**

Executive Director of Human Resources

Senior Vice President of Organizational Effectiveness

Provost and Executive Vice President for Academic Affairs

### **Forms**

Remote Work Agreement

### **Revision History**

September 1, 2023 (original)

August 8, 2025

Non-Educational Policy