

Policy Name: Remote Work and Telecommuting Policy – Faculty
Effective Date: July 16, 2021
Revision Date: July 16, 2023
Policy Owner: Executive Vice President and Provost

I. Scope

This policy applies to Sul Ross State University including campuses in Alpine, Del Rio, Eagle Pass, and Uvalde and other locations where faculty are employed by the university. It applies to all full-time and part-time eligible faculty employees of the university. The policy also applies to certain Graduate and Teaching Assistant Student employment positions depending on program and university needs. This policy does not authorize remote work to be performed from outside the State of Texas.

II. Purpose

The purpose of this policy is to allow employees to work at alternate work locations for all or part of their workweek pursuant to Texas Government Code [§ 658.010](#) and [§ 659.018](#). Remote work schedules may improve work performance, administrative efficiency and effectiveness, reduce vehicle congestion and related costs, and improve the recruitment and retention of highly qualified individuals by enhancing work options and work/life balance.

III. Definitions

Alternate work location – An alternate work location is a place, outside of a central workplace location, where a faculty employee may conduct official university business. Such alternate work location must be previously approved by the Chair, the Dean, and the Executive Vice President. An employee’s alternate work location may include the employee’s home, subject to approval described in this policy.

Central workplace – The primary and usual location where the faculty employee conducts university business. Most commonly, a central workplace is located on a Sul Ross State University campus located in either Alpine, Del Rio, Eagle Pass, or Uvalde.

Course enrollment minimum levels – In order for a class to count towards faculty load, the course must generally have a minimum enrollment of 10 students if an undergraduate course or 5 students if a graduate course. If there is a short course justification code applicable to the course then a decision may be made, depending on program and university needs, to offer the course regardless of minimum enrollment.

Resident-faculty – A resident faculty member is someone who is present physically on the campuses on which they teach at least 60% of the workweek during the semester they are teaching. A resident’s faculty member’s domicile may be located in another area of Texas away from the relevant campus.

Non-Resident faculty – A non-resident faculty member is someone who is not physically present on the campuses on which they teach at least 60% of the workweek during the semester they are teaching.

Non-teaching duties – Assigned duties in lieu of teaching responsibilities.

Office Hour Requirements – Both resident and non-resident full and part-time faculty are expected to offer and maintain 2.5 hours a week of office hours for every 3 semester credit hours of coursework taught in order to meet with students. At least 60% of all office hours should be maintained in-person, physically located on one of the university's campuses.

Full-Time Teaching Load (Resident and Non-Resident Faculty) – The full-time teaching load for both resident and non-resident faculty is defined as a 5:5 teaching load during the two-long semester, nine-month academic year with 5 courses being taught each long semester.

Texas Residency - Faculty members are not authorized to perform any work for the university outside the state of Texas.

IV. Policy

Sul Ross State University recognizes that remote work may be appropriate for some faculty positions. However, no faculty employee is entitled to or guaranteed the opportunity to work remotely. Approval for a faculty position to work remotely shall be considered on a case-by-case and semester-by-semester basis taking into consideration the likelihood of the faculty member performing their job duties successfully as well as the needs of the academic program and the University. Supervisors (Department Chairs, Deans, and the Provost) will be responsible for continuously evaluating the arrangement and approving any extension of such arrangement beyond the initial semester.

Remote work may also be considered on a case-by-case basis as a reasonable accommodation for qualified faculty with disabilities. Please refer to the University's policy on disabilities for further guidance.

Faculty members who are approved for remote work must complete a Remote Work and Telecommuting Agreement with the university consistent with this policy.

All remote faculty members will be required to perform essentially the same work as would be performed at the central workplace (excepting, generally, the service requirement) and be held to the same performance evaluation standards and other agreed upon terms.

A resident full-time faculty member's classification, compensation, and benefits will not change if the faculty member is approved for full-time remote faculty status, unless otherwise noted as a negotiated term at the onset of the formal agreement. Part-time faculty receive compensation only and are not benefit eligible.

A non-resident faculty member generally has no expectation of service requirements to the university. Full-time non-resident faculty whose courses do not attain minimum course enrollment levels may be assigned service duties included but not limited to prospective student recruiting, committee assignment, special project, or other defined institutional imperative in order to meet a full teaching load. Service duties will be determined by agreement between the Department Chair, Dean, and the faculty member. A document listing the specific activities to be completed and date of their completion will be signed and dated by the faculty member, Department Chair, and Dean. The faculty member will note the completion of the task(s) on their FE-3, completed annually.

A. Eligible Positions and Employees

Supervisors (Provost, Deans, and Department Chairs), in consultation with the Human Resources Office, will determine the nature of the faculty position and assess the ability for such position to be performed effectively from an alternate work location. Factors such as adequate supervision, equipment usage, and need for face-to-face meetings will be considered in the assessment. Critical considerations include but are not limited to:

- the need for face-to-face interactions with students and other employees;
- ability to access necessary information or documents located at the central workplace;
- whether the position allows independent work with minimal need for support and little need for in-person interaction; and
- whether performance can be measured through quantitative and qualitative results-oriented standards and not the specific time spent on the job.

If a faculty member requests approval for remote work, the department Chair, in consultation with the appropriate college Dean and the Provost, will determine whether the faculty member is eligible. Remote Work and Telecommuting Agreements are subject to anti-discrimination laws.

In order to be considered for remote work, a faculty member:

- must have held the position for a minimum of twelve months, if the position did not originate with remote work as a condition of employment;
- does not have any disciplinary actions on file for the current or immediately preceding review period;
- has a demonstrated ability to work productively on their own with self-motivation and flexibility;
- has demonstrated an ability to work cooperatively with others to achieve departmental and university goals;
- received at least a MERIT evaluation in the previous assessment cycle.
- has a demonstrated ability to work productively on their own with self-motivation and flexibility;

B. General Conditions and Expectations

- 1. Compliance with University Policies.** Faculty members are expected to comply with University policies, Texas State University System Rules and Regulations, and State and Federal Laws. Any violation may result in termination of remote work/telecommuting and/or disciplinary action, up to and including termination. Employees who remote work are subject to Information Security policies (APM Chapter 7) that include security and data protection.
- 2. For full time non-resident faculty, the course load is 5:5 during the two long semesters. Part-time non-resident faculty are those who teach a 4:4 load or fewer courses during the two long semesters.**

Full-Time Teaching Load (Resident Faculty) - Resident full-time faculty will receive a one-course release each long semester for university service obligations and expectations. This gives resident faculty an actual 4:4 teaching load during the two semester, nine-month academic year; that translates into 4 courses being taught each long semester by full-time resident faculty. Depending on whether courses “make” in terms of enrollment (10 students enrolled in undergraduate and 5 in graduate courses), additional non-teaching duties may be assigned to meet the 4:4 expectation. This follows State, THECB, and TSUS guidelines. See Faculty Workload Policy in the Faculty Handbook.

Part-Time Teaching Load (Resident Faculty) - A part-time teaching load for resident faculty is defined as a teaching load less than the 4:4 load during the two-long semester, nine-month academic year. That translates into less than 4 courses within either of each long semester in the academic year. Service expectations are generally waived for part-time resident faculty positions. This follows state, THECB, and TSUS guidelines. See Faculty Workload Policy in the Faculty Handbook.

Full-Time Teaching Load (Non-Resident Faculty) – Service expectations are generally waived for full-time, non-resident faculty positions. Depending on whether courses “make” in terms of enrollment (10 students enrolled in undergraduate and 5 in graduate courses), additional non-teaching duties may be assigned to faculty to meet the 5:5 expectation for full-time, non-resident faculty.

Part-Time Teaching Load (Non-Resident Faculty) – A part-time teaching load for non-resident faculty is defined as a 4:4 teaching load, or less, during the two semester, nine-month academic year. Service expectations are generally waived for part-time non-resident faculty positions. That translates into 4 courses or less being taught each long semester. Depending on whether courses “make” in terms of enrollment (10 students enrolled in undergraduate and 5 in graduate courses), courses may be dropped depending on program and university needs.

Remote work is not intended to serve as substitute for child or adult care. If children or adults are in need of supervision, the university expects the remote work or telecommuting faculty member to provide additional support for the needed care.

Supervisors will at times and when appropriate require remote work faculty members to report to the central workplace for meetings, events, and/or training. Supervisors may also request to meet at the alternate work location as needed to discuss work progress or other work-related issues.

- 3. Use of Leave.** Faculty members cannot use telecommuting in place of sick leave, Family or Medical Leave, Workers' Compensation leave, or other types of leave.

Faculty members are required to submit leave requests for time off as a normal business procedure and subject to the Employee Leave Policy (APM 5.04).

- 4. Liability.** The University assumes no responsibility for injuries occurring in the faculty member's alternate work location outside the agreed upon work hours or for injuries that occur during working hours but do not arise out of and in the course and scope of employment. The University also does not assume responsibility for damages to the faculty member's real or personal property resulting from participation in the remote work program.

Workers' compensation coverage is limited to the designated work areas in the faculty member's alternate work location. Faculty members approved for remote work or telecommuting agreements agree to practice safe work habits and maintain safe conditions in their alternate work locations. Faculty members must follow normal procedures for reporting illness or injury.

- 5. Equipment and Materials.** The university provides equipment, technology, and materials at the central workplace location; however, the university will not generally duplicate resources at the approved alternate work location. Special circumstances may be assessed on a case-by-case basis. Remote work faculty members may use university-owned equipment and hardware for legitimate university business purposes only. Only university provided computer equipment is permitted to connect to the university network by/for Virtual Private Network (VPN). All university employees are responsible for protecting university property from theft, damage, and unauthorized use. The university will maintain, service, and repair university equipment used in the normal course of employment. The university will require signature of employees checking out university property. Remote work faculty members are responsible for transporting and installing equipment at the approved alternate work location and for returning it to the central workplace for repairs or service or updates. A faculty member working remotely must return any university property immediately upon request.

The Remote Work and Telecommuting Agreement permits faculty members to use their personal equipment to utilize cloud-based drives and the email system when following institutional protocols for access and use of technical infrastructure. If personal equipment is used, the university is not responsible for the cost, repair, or

service of the faculty member's personal equipment unless approved by the department Chair and Dean.

6. **Costs of Remote Working.** The university is under no obligation to pay for operating costs, home maintenance, or other costs incurred by the faculty member in the use of their homes or other alternate work locations.
7. **Employee Training.** The university will provide training for best practices related to working remotely and supervision of remote work employees. Faculty are required to complete an appropriate program of online education training (e.g. such as that currently provided by SHSU to SRSU faculty).

C. Remote Work and Telecommuting Agreement

Remote work must be documented as approved through the university Remote Work and Telecommuting Agreement ("Agreement") form housed in the Human Resources Office. The Agreement must be approved by the employee's Department Chair, appropriate College Dean, the Provost, the Human Resources Office, and University President. The Agreement is accessible at <https://www.sulross.edu/about/human-resources/>.

The Agreement will be in place for the period of time agreed upon by the university and the faculty member, but in no event shall the agreement exceed an academic year. Renewal is not guaranteed and will be evaluated by the supervisor, division head, and the Director for Human Resources each semester or academic year.

Procedures for Requesting Remote Working

A Remote Work and Telecommuting Agreement must be completed and signed by the faculty member and the faculty member's Department Chair, College Dean, and Provost. Requests must be approved through the faculty member's administrative reporting line to the Provost for remote working prior to initiating an arrangement.

The agreement should address all aspects of the remote working arrangement, including but not limited to the following:

- the duration of the agreement;
- the teaching schedule and how it may be changed;
- leave request procedures;
- the plan for routine communication between the faculty member, supervisor, co-workers, and students;
- the faculty member's performance goals and expectations;
- the equipment and supplies provided and a statement that such equipment and any unused supplies will be returned immediately upon request by the university;
- any applicable data and university resources security procedures;
- all applicable safety requirements; and,
- a requirement that employees permit their supervisor access to the alternate work location during normal work hours as defined by the agreement.

Exceptions for Remote Work and Telecommuting Agreement Requirements

Faculty members typically carry out their work through varied schedules on campus and at alternate locations. On occasion, a Department Chair or Dean may determine a faculty member may need to work at an alternate location for a short period of time to accommodate research or due to scheduled or emergency repair at the central workplace location. In these cases, a formal Agreement is not necessary but should be documented via memorandum to the Department Chair, Dean, and Human Resources Office.

Modification or Termination of Agreement.

The Department Chair, in consultation with the Dean and Provost, and Human Resources, may modify or terminate the Agreement at any time for performance concerns, changing departmental or operational needs, or any other non-discriminatory reason. The faculty member may also terminate the agreement at end of the academic term, unless it is a condition of employment. Any termination of the agreement requires two weeks advance notice.

V. Enforcement: Complaints, Grievances, or Appeals

A faculty member who is denied the request to remote work should discuss the request with their Department Chairperson. If the situation is not resolved, the faculty member may request an informal review of the request by the appropriate College Dean and the Director of Human Resources.

VI. Authority and Amendments

- A. This policy is approved by the President of the University. The President designates authority to the Vice President for Finance and Operations, in consultation with the Director of Human Resources to make minor or technical revisions or amendments to this policy.
- B. Department Chairs will develop a list of faculty positions eligible and ineligible for remote work or telecommuting immediately upon publication of this policy.
- C. Faculty members working under a pre-existing remote working agreement as of or prior to the effective date of this policy will receive special consideration by the supervisor, Dean, Provost, and Director of Human Resources for renewal under this policy.