



## **Flexible Work Option: Flexplace/Telework Agreement Form**

*\* Please note that prior to approving a Flexplace/Telework option, the supervisor should discuss technology and user support needs/issues with their IT systems support organization.*

### **Employee Information**

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

Job Title: \_\_\_\_\_ Department: \_\_\_\_\_

Hire Date in Current Position: \_\_\_\_\_

Employee FLSA Status:     Exempt                       Non-exempt (hourly)

This is a:     New request             Renewal             Modification of current arrangement

### **Flexplace/Telework Work Site**

Designated Location of Flexplace/Telework Work Site \_\_\_\_\_

The Flexplace employee agrees to work at the designated site during the hours specified in the agreement as defined below. Any change must be approved in advance by the supervisor.

### **Flexplace/Telework Work Schedule and Hours**

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Work hours are specified below. Any change must be approved in advance by the supervisor.

<b>Days employee will be commuting</b>	<b>Non-exempt employee meal time</b>	<b># of Work Hours</b>
<input type="checkbox"/> Monday      _____ to _____	_____ to _____	_____
<input type="checkbox"/> Tuesday      _____ to _____	_____ to _____	_____
<input type="checkbox"/> Wednesday    _____ to _____	_____ to _____	_____
<input type="checkbox"/> Thursday      _____ to _____	_____ to _____	_____
<input type="checkbox"/> Friday        _____ to _____	_____ to _____	_____
<input type="checkbox"/> Saturday     _____ to _____	_____ to _____	_____
<input type="checkbox"/> Sunday        _____ to _____	_____ to _____	_____

Non-exempt employees are subject to FLSA regulations. Any hours worked over 40 in a workweek must be authorized in advance by the supervisor and the employee must be paid overtime. The supervisor will maintain a record of actual hours worked. Non-exempt employees working 8 hours in a row should have a defined meal period.

Flexplace employee is expected to attend meetings, training sessions or similar events as required by the supervisor.

**Schedule of Standing Meetings**

<b>Meeting Day</b>	<b>Time</b>	<b>Location</b>	<b>Title/Purpose</b>	<b>Frequency</b>

**Attendance**

Employees must obtain supervisor approval before taking any leave in accordance with established procedures.

**Employee Responsibilities and Obligations**

- All job responsibilities and conditions of employment apply as if the employee were working at the primary worksite.
- Employees will comply with all University rules, policies and procedures that would in be effect if the employee were working at the primary work site. Employees must notify their supervisor immediately of any situation that interferes with their ability to perform their jobs.
- Work developed or produced during Flexplace work away from the primary work site remains the property of Michigan Tech.
- A Flexplace/telework arrangement is not a substitute for dependent care. Employees are required to make dependent care arrangements during the agreed-upon work hours. Supervisors may ask the employee to provide dependent care information.
- Employees must certify that the Flexplace work environment is safe and the same safety habits that would be used at an on-campus site are being practiced.

- Flexplace employees are encouraged to contact their insurance agent for any information regarding home work sites and coverage for equipment that is damaged, destroyed or stolen.
- An employee who is in a Flexplace agreement is not entitled to reimbursement for travel mileage to attend work meetings.
- Tax deductions (i.e. home office deductions) are not applicable if the Flexplace arrangement is for the convenience of the employee. The employee should seek professional advice for any questions or concerns regarding tax issues.
- Failure to follow policies, procedures and practices may result in termination of the arrangement and/or disciplinary action.

**Work Details**

Employee Telephone Number: \_\_\_\_\_  
(where employee can be reached during Flexplace/Telework hours)

Employee EMail Address: \_\_\_\_\_  
(email address from which employee will be working)

**Describe how calls received for employee during time out of the department office will be handled:**

**Describe work assignments employee will perform at the Flexplace/Telework Work site:**

**Describe the job performance standards to be maintained:**

**Describe how the employee's performance will be assessed and the frequency of assessment:**

**Describe how the employee and supervisor will communicate:**

**Describe how communication with others at the University will be handled:**

**Describe how communication with customers will be handled:**

**Describe which University support services will be available to the Flexplace employee:**

**If University-owned equipment fails at the Flexplace site, describe how down time will be handled:**

**Describe records/files the employee is allowed to keep at the Flexplace site. Be sure to also describe measures that will be in place to maintain security of documents/data:**

### **Workers' Compensation**

The Flexplace employee is covered by workers' compensation for an injury or illness resulting from performing official duties at the designated site. The employee must authorize access to appropriate officials at the Flexplace site to perform safety inspections and/or investigate a workers' compensation claim.

### **Supplies and Furniture**

Authorization for any additional supplies and/or furniture must be approved by the supervisor prior to purchase. All purchasing needs to follow the guidelines outlined by the Purchasing Department. The employee's department may provide standard office supplies as needed.

Unless otherwise specified in the Flexplace/Telework Agreement, the employee will be responsible for providing furniture at the Flexplace/telework site. Michigan Tech is not responsible for loss, damage or wear of the Flexplace/teleworker's owned equipment and/or furniture. Repair and/or replacement costs and liability for privately owned equipment and furniture used for Flexplace/telework is the responsibility of the employee.

### **Property and Equipment**

Home worksite equipment shall generally be provided by the employee. In the event that equipment is provided by Michigan Tech, such equipment shall be used by the employee exclusively for Michigan Tech business.

Prior to physical transfer of property off-campus, the employee will gain approval by submitting a Property Transfer Request Form. <http://www.admin.mtu.edu/acct/pdf/OffCampusUseForm.pdf>

The employee is responsible for ensuring all items are used according to the Michigan Tech Property Manual. [http://www.admin.mtu.edu/acct/dept/prop/prop\\_mgt/ch6s1.html](http://www.admin.mtu.edu/acct/dept/prop/prop_mgt/ch6s1.html)

The employee agrees to take reasonable steps to protect any University property from theft, damage, or misuse. This includes maintaining data security and record confidentiality. The employee will comply with all copyrights and licensing agreements for all software owned by the University. Depending on the circumstances, the employee may be responsible for any damage of, or loss of, University property based on the discretion of the University.

The employee is responsible for maintenance and repair of these items unless other arrangements have been made in advance and in writing with the supervisor/manager's approval. The University assumes no responsibility for any damage to, depreciation of, or loss of the employee's personal property that may be used at home (or another Flexplace site) for Michigan Tech business. Michigan Tech may pursue recovery from the Flexplace/teleworker for University property that is deliberately or through negligence damaged or destroyed while in the employee's care.

The employee will return university equipment, records, and materials, upon request and/or termination of the flexible work agreement. The employee may be responsible for any costs necessary to return, repair, or replace University property. If Michigan Tech property is not returned upon request, at the end of a Flexplace/telework situation or upon termination, the employee (or former employee) is responsible for all costs to replace any unreturned equipment.

If the employee is unable to meet work obligations due to equipment issues, the employee will notify their supervisor and may be required to travel to the workplace to perform his/her job functions until the issues are resolved.

The employee agrees to report to his/her supervisor/manager instances of loss or damage to University property, or known unauthorized use or access to University systems or data.

### **Property Insurance**

The University has an insurance program to insure its property wherever it is approved for use. The [Property Transfer Request Form](#) (Request for Use of University Property off Campus) must be completed and filed with the [Flexplace/Telework Agreement Form](#) in order for coverage to be effective for capitalized equipment removed from campus premises.

In the case of any damaged or lost equipment, the Risk Management Office must be contacted as soon as possible for assistance in filing a claim. A \$5,000 deductible applies to any loss or damage to University property including theft and/or vandalism. This deductible cost will be the responsibility of the department. Personal property used in connection with Michigan Tech employment is not covered under the University's insurance policy and should be covered by home or rental insurance. The University is not liable for personal property.

### **Data Security**

Employees may find the need to take University confidential information off-site to Flexplace in either paper or electronic form. In order to ensure the security and confidentiality of sensitive information, employees must take appropriate safeguards to protect the integrity of data and prevent unauthorized disclosure such as by not sharing passwords with others or implementing screensavers.

External computers that are used to administer University resources or access sensitive information must be properly configured and secured. Employees are required to connect to the

University's network through the Virtual Private Network (VPN), have personal firewall software installed, and be running current virus protection software. Contact your departmental computing support staff to ensure proper configuration and security.

When accessing sensitive data remotely, it is prohibited to store sensitive data (such as Social Security Numbers, student records, credit card numbers) onto local hard drives, floppy disks, or other external media (including laptops and smartphones). Employees should periodically save files to a server that is maintained by the University.

All employees must follow all University policies and procedures relating to the security and integrity of sensitive data. Please refer to the Michigan Tech's Information Security Plan for more information: [http://security.mtu.edu/policies-procedures/ISP\\_Final.pdf](http://security.mtu.edu/policies-procedures/ISP_Final.pdf)

The Flexplace employee will protect University information from unauthorized disclosure or damage and will comply with federal, state and university rules, policies and procedures regarding disclosure of public and official records. Work done at the employee's telecommuting site is regarded as official University business. All records, documents and correspondence, either in paper or electronic form must be safeguarded for return to the University. Release or destruction of records should be done only in accordance with University policy and procedure and with the knowledge of the employee's supervisor. Electronic/computer files are considered University records and shall be protected as such.

### Flexplace/Telework Resources Checklist

Equipment/Furniture/Supplies	Provided by Employee	Provided by Michigan Tech	Insured by Employee	Insured by Michigan Tech
Telephone line			XX	XX
Telephone basic phone rate			XX	XX
Telephone calling options (voice mail, call waiting, teleconferencing, etc.)			XX	XX
Telephone long distance charges			XX	XX
Cell phone			XX	XX
Cell phone options (email, internet access, etc.)			XX	XX
Internet			XX	XX
Computer (CPU, monitor, keyboard)				
Laptop				
Fax machine				



***Flexplace/Resources Checklist (continued from previous page)***

<b>Equipment/Furniture/Supplies</b>	<b>Provided by Employee</b>	<b>Provided by Michigan Tech</b>	<b>Insured by Employee</b>	<b>Insured by Michigan Tech</b>
Scanner				
Printer				
Copier				
Software			XX	XX
Printer ink cartridges			XX	XX
Supplies			XX	XX
Furniture				

**University Records and Files**

All University records and files temporarily stored at a Flexplace/Telework location remain the property of Michigan Tech. Products, documents and records that are used, developed or revised must be copied and/or returned to the University when requested, at the end of the Flexplace/Telework agreement and/or at the termination of employment.

The employee will protect all confidential University documents from unauthorized access.

**Personal Property Liability**

The University will not be liable for damages to the Flexplace employee's property resulting from the Flexplace agreement.

**Termination of Agreement**

*By signing this agreement, I state that I have read and understand the Flexible Work Options guidelines and Flexplace/Telework conditions and agree to the terms and conditions set forth by this agreement. I believe that my work can be completed within the above schedule and location with no loss of customer service or disruption to others in my department, the University or external customers. I understand that it is my responsibility to make my Flexible Work arrangement a success. A supervisor or other staff member may terminate or modify the arrangement at any time within the guidelines of contractual obligations (if applicable). I also understand that a new Flexible Work Options form and Flexplace/Telework agreement form must be submitted to my supervisor and the WorkLife Connections office anytime I wish to make a continuing change to my schedule, including returning back to regular work hours and/or location.*

*If I am an hourly employee and will be working a compressed workweek, I understand that I will not be paid overtime (time and one-half) for working more than 8 hours per day. Overtime requires supervisor approval.*

*I agree with the conditions for use of Michigan Technological University equipment, furniture and/or data and the nature of the equipment, supplies and expenses to be provided for or paid for by the department as outlined in this agreement.*

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Employee Signature

Date

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Employee Name (printed/typed)

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Supervisor Signature

Date

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Supervisor Name (printed/typed)

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Manager Signature

Date

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Manager Name (printed/typed)

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IT Support Staff Signature

Date

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IT Systems Support Staff Name (printed/  
typed)

IT Department

**Please send completed and signed form to:**  
Human Resources  
2nd Floor, Lakeshore Center

**Questions? Need more info?**  
**Contact:** (906) 487-2280