**FLEXIBLE WORK ARRANGEMENT**

**AGREEMENT**

This flexible work arrangement is between Stetson University (“University”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Employee”), Banner ID: 800\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (job title) and is consistent with Stetson policy.

You have been approved for a flexible work arrangement. We hope this arrangement assists you in the performance of your responsibilities. Please review the details below, sign at the bottom to confirm your understanding of this arrangement, and return this form to HR.

1. Agreement:

By signing this agreement, the employee certifies that s/he has reviewed, understands, and agrees to abide by Stetson’s policies and procedures regarding flexible work arrangements, including but not limited to specific provisions addressing:

* + work hours, accessibility, and performance expectations
  + use and responsibility for any Stetson owned equipment and supplies
  + establishing a workspace
  + safety and ergonomics
  + work related injuries
  + confidentiality of information and data
  + intellectual property
  + revocability of the agreement

1. Terms of Employment:

* The employee understands that this agreement is not a contract of employment between the University and the employee and does not provide any contractual rights to continued employment. It does not alter or supersede the terms of the existing employment relationship. The employee remains obligated to comply with all Stetson policies, rules, practices, and instructions that would apply if the employee were working at the regular University worksites. Work products developed or produced by the employee during a hybrid work arrangement remain the property of Stetson.
* Flexible Work Arrangements may also be considered on a case-by-case basis as a reasonable accommodation as provided by our ADA Policy for qualified employees with disabilities. These requests should be submitted in compliance with the process as outlined in that policy. For more information see Policy 4.5.19 Reasonable Accommodation/Americans with Disabilities Act (ADA) Policy.
* There must be substantial work available to be performed through this flexible work arrangement if working remotely.
* Work hours, compensation and leave scheduling continue to conform to applicable human resource policies. Requests to work overtime or use leave time must be approved by the employee’s supervisor in the same manner as when working at the regular University worksite.
* Non-exempt employees must have advance approval for any additional regular hours (ARE) or overtime (OT).

1. Length of Commitment & Reversibility:

* This flexible work arrangement will begin on \_\_\_\_/\_\_\_\_/20\_\_\_\_ and conclude or be reevaluated on or no later than \_\_\_/\_\_\_\_/20\_\_\_\_.
* This arrangement will be reevaluated annually at the end of each academic year. Continuation of the agreement is subject to review for the operational and productivity effectiveness of the arrangement and may be revoked at the option of the employer or employee unless a condition of employment.

1. Accountability and Performance Measurement:

* The employee agrees to stay current on department and work group events and facilitate communication with customers and co-workers who may be affected by the employee’s arrangement.
* The employee also agrees to keep the manager informed as requested of progress on assignments worked on and any problems encountered.
* Employee agrees to structure his/her time to ensure attendance at required meetings and/or Stetson events as designated by their manager or Stetson.
* Although a flexible work arrangement is provided, there may be a required in-person presence from time to time for various meetings or activities.

1. Resources, Equipment Insurance, Office Supplies:

* University owned resources may only be used for university business. The employee is responsible for ensuring that all items are properly used and protected.
* The employee agrees to take reasonable steps to protect any Stetson property from theft, damage, or misuse. This includes maintaining data security and record confidentiality to at least the same degree as when working at the regular worksite. The employee will comply with all licensing agreements for the installation and use of Stetson-owned software, including software installation on multiple computers. The employee will not copy Stetson owned software in any manner unless such copying is expressly permitted by the licensing agreement. Do not allow others to use Stetson owned equipment and/or property. Depending on the circumstances, the employee may be responsible for any damage to or loss of Stetson property. Remember that it is your responsibility to ensure equipment and materials are covered by your homeowner's or renter’s insurance. You are responsible for any costs not covered by insurance or below your deductible if equipment is lost or damaged.
* Stetson is entitled to reasonable access to its equipment and materials, and you are obligated to comply with any such request.
* On-going expenses, such as phone lines and internet services, are considered among the normal costs of maintaining a career and should be funded by the employee.
* When the employee uses personal equipment, software and furniture, the employee is responsible for maintenance and repair of these items unless other arrangements have been made in advance and in writing with. The Administration. Stetson assumes no responsibility for any damage to, wear of, or loss of the employee’s personal property.
* The employee agrees to return in good working order and in a timely fashion all Stetson-owned items used at the alternate worksite upon request or if this agreement is discontinued for any reason. If legal action is necessary to regain possession of Stetson-owned property, the employee agrees to pay all costs of suit incurred by the University, including attorneys’ fees, if Stetson prevails.

1. Site Safety and Ergonomics:

* The employee and the University agree to work together to ensure that the alternate worksite is safe and ergonomically suitable.

* You agree to maintain a safe work environment, and to hold Stetson harmless for injury to self or others at the telecommuting location. You must also complete and return the *Safety Checklist for Flexible Work Arrangements*.
* Business meetings in your home are not permitted.
* The employee will be covered by workers’ compensation for job-related injuries that occur in the course and scope of employment. These incidents must be reported immediately to the Public Safety Office. The employee remains liable for injuries to third parties and/or members of the employee’s family on the employee’s premises.

1. OTHER CONDITIONS:

* Approval of a given arrangement does not mean it is absolute. Stetson retains the right to adjust, as needed (for example, you may be required to come to campus on a particular day you would otherwise have a flexible work arrangement) or to suspend or discontinue an arrangement at any time for any reason or no reason.
* Web cam usage is required.

FLEXIBLE WORK ARRANGEMENT DETAILS:

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| --- | --- |
| Work Location/ State:  *\*If you move, you must update your address with HR.* |  |
| Work Schedule/ Details: |  |

SignatureS: By signing this agreement we acknowledge that it has been reviewed and agreed upon by the employee, Department Head, VP, Dean or Athletic Director and the AVP/Director for Human Resources.

|  |  |
| --- | --- |
| Employee’s signature | Date |
| Department Head’s signature | Date |
| VP/ Dean/ Athletic Director’s signature | Date |
| AVP/Director for Human Resources signature | Date |

**SAFETY CHECKLIST FOR FLEXIBLE WORK ARRANGEMENTS**

The following checklist is recommended for use by each employee in organizing an alternate worksite. The employee should review and complete this checklist prior to the start of the flexible work arrangements. The safe set-up and on-going maintenance of the alternate worksite is the employee's responsibility.

**Ergonomics**

Desk, chair, computer, and other equipment are of appropriate design and arranged to eliminate strain on all parts of the body.

**Worksite**

Employee has a clearly defined workspace that is kept clean and orderly.

The work area is adequately illuminated with lighting directed toward the side or behind the line of vision, not in front or above it.

Supplies and equipment (both departmental and employee-owned) are in good condition.

The area is well ventilated and heated.

Storage is organized to minimize risks of fire and spontaneous combustion.

All extension cords have grounding conductors.

Exposed or frayed wiring and cords are repaired or replaced immediately upon detection.

Electrical enclosures (switches, outlets, receptacles, junction boxes) have tight-fitting covers or plates.

Surge protectors are used for computers, fax machines, and printers.

Computer components are kept out of direct sunlight and away from heaters.

**Emergency Preparedness**

Emergency phone numbers (hospital, fire department, and police) are posted at alternate work site.

A first aid kit is easily accessible and replenished as necessary.

Portable fire extinguishers are easily accessible and serviced as needed.

Exits are free of obstruction, and you have an evacuation plan.

By my signature below, I affirm I have checked each of these items and verified the safety of my working conditions. I understand I am responsible for monitoring such conditions on an ongoing basis to maintain these standards. Finally, I represent I have homeowners or other insurance sufficient to cover and damage or loss of Stetson property.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 800

Name (Print) Banner ID

**Distribution**: Original to HR File, Copy to Employee