

Flexible Work Program Agreement

Flexible Work Arrangement: Details

A: Duration of Agreement

Prior to the end date of this agreement, you may request a review for a possible extension or renewal. Your request and justification must be documented and submitted to your manager/supervisor in advance of the end date. This agreement must be reviewed and updated every six months, unless a shorter review period is determined by your supervisor. After each evaluation, your manager/supervisor, in consultation with Human Resources, will determine whether the arrangement should (1) continue, (2) be modified or (3) end. Any modifications to the original agreement will require a new agreement.

The University maintains the right to end this agreement at any time for any reason and nothing in this agreement shall be construed to modify or alter your employment responsibilities, expectations or status other than as specifically noted in this agreement. This termination will be communicated in writing with every effort made by the manager/supervisor to provide a 30-day notice of any change to this arrangement. There may be instances, however, where no notice is possible. Similarly, you may terminate the arrangement at any time by notifying your manager/supervisor and indicating the date you will return to your standard work schedule or campus work location or resign your employment at the University. If you have been working completely remotely, note that office space may not be currently available to you or the office space you once had may not be available to you.

B: University Policies

You are required to comply with all University policies, procedures, guidelines as well as any applicable department policies and procedures as if you were working on campus. Requests for overtime, annual/personal leave, or change of work schedule must be approved in the same manner they are approved at the primary work location. You will be reimbursed only for authorized or pre-approved expenses incurred while working for the University, as stated in relevant policies.

C: Performance Expectations, Work Products and Work Hours

Work products and programs developed by you remain the property of the University. You agree to spend time on only employee work responsibilities while working remotely. You agree to consult with your manager/supervisor, through mutually agreed-upon channels of communication to receive or review completed assignments. Your work deliverables are the same as if you were working on-campus. In addition, regular coaching and feedback reviews with your manager/supervisor are expected to occur. It is your responsibility to give accurate and up-to-date information to your manager/supervisor, team members, stakeholders, customers and other contacts regarding your work location and hours so that you are accessible. You must also accurately record your time, as appropriate, on the MyNMU timesheet.

You agree to maintain, for the purposes of Worker's Compensation liability, the hours of work stated in this agreement. Technical, supervisory, or other support cannot be guaranteed beyond when most regular business hours are scheduled. Departmental requirements take precedence over the work schedule and hybrid/remote arrangements specified in this agreement. Management will provide you with advance notice, if at all possible, when an alternate work hours schedule or remote work schedule must be modified in some way.

If you are working 100% remotely, you may not have a dedicated work space in your department. Arrangements should be made with your supervisor in advance regarding on-campus work space if needed.

D: Training and Meetings

Certain meetings will require you to be present on-campus during standard work hours. Reasonable notice of upcoming campus meetings will be given. If a face-to-face work group meeting is necessary, it is your responsibility to attend the meeting at the on-campus work location.

Transportation between the campus and the remote work location and any accident that may occur in transit is your responsibility. When you are required to come to campus, you are not considered to have arrived at the work location until the destination is reached. Travel to and from campus is not considered work time.

E: Insurance, Health and Safety

You will provide and maintain a designated work space at your remote work location. (See **Ergonomics in Your Home Office**). Worker's Compensation liability will be limited to work-related injuries/illnesses at this work space as opposed to applying to all areas of your home. You are responsible for immediately informing your manager/supervisor of any potential work-related injuries/illnesses. The University will be responsible for any work-related injuries as stated under the Worker's Compensation laws applicable.

F: Equipment

Prior to finalization of this agreement, you will verify that you have appropriate equipment, software and connectivity to successfully complete your duties. NMU does not reimburse or provide additional funds to establish an off-site office, including funds for furniture, additional telephone lines, telephone use or utilities charges, Internet Service Provider charges, etc. NMU equipment is for university-related projects only. NMU equipment may not be used for unlawful purposes or for work for other employers. Employees should not allow family members or others to use NMU equipment for other purposes.

All equipment provided to you by the University for the purpose of performing the agreed-upon job responsibilities will be maintained in good working condition and used only for performing job responsibilities. The cost of maintenance for University equipment will be covered by the University, if approved by the manager in advance. Software used by you is subject to the same University restrictions on duplication and unauthorized use of software as if you were working on campus. You may not use University equipment for unlawful purposes, for work for other employers or for personal financial gain. Other persons are prohibited from use of University equipment.

Any hardware or software purchased by the University remains the property of the University and must be returned to the University upon request; work products developed while working under a Flexible Work Arrangement are the property of NMU. Equipment no longer used by you must be returned in a timely manner. Equipment provided by the University will be maintained by the University. The University is not responsible for the temporary loss of remote work days due to equipment maintenance or repair, and you are expected to work on campus or obtain approved leave in such a circumstance. The University assumes no responsibility for repair, maintenance or replacement of personally-owned equipment used for remote work.

The University may terminate this agreement if there is an inability to deliver work due to technology limitations or other service issues. If you are aware of internet or technology issues that would prohibit you from working, you may make arrangements with your manager to request annual leave time while working to correct the issues, unless you and your manager/supervisor agree to another course of action. Access (including connectivity) requirements will be decided upon by you and your manager, depending on the type of work to be performed.

Upon resignation or termination of this agreement, you agree to return any University equipment in good working condition in a timely manner.

G: Security of Information

You may not compromise the confidentiality or security of University information due to hybrid/remote computer access and so on. This includes maintaining data security and confidentiality to the same degree maintained by the University and ensuring compliance with FERPA, HIPAA and all other relevant policies and state and federal regulations. Breaches of information security, whether by accident or design, while working remotely may result in the termination of the agreement.

H: Dependent Care

During established work hours at your remote work location, you agree that family care demands will not compete with work except in the case of an emergency when the applicable time off option will be used. Providing on-going dependent care cannot be the reason for a remote/hybrid work arrangement.

I: Tax Liability

Any tax implications of working remotely are entirely your responsibility. You are encouraged to seek professional advice in this area.

J: Liability

The Risk Management office has provided the following information as recommended: except as stated under Part II-E (Insurance, Health and Safety) and Part II-F (Equipment) of this agreement, you understand and agree you are liable for property damages and injuries to you and third persons at the RWL. You agree to indemnify and hold the University and all or any of its representatives harmless from and against any and all claims, demands, judgments or liabilities (including any related losses, costs, expenses and legal fees) resulting or arising from or in connection with any injury and damage (including death) to any person or property, caused directly or indirectly by your willful misconduct, negligent actions or performance of your duties and obligations under this agreement, except where liability arises solely from the negligence and misconduct of the University.

O: Signatures & Attestation

As evidenced by my signature below as the employee, the information I have provided in this Flexible Work Agreement is accurate. If any information changes, I understand it is my duty to inform my manager/supervisor and to initiate the completion of an updated agreement. My manager/supervisor may need to consult with Human Resources. I understand that a copy of my up-to-date agreement will be kept in my employee file.

I have read and understand this agreement and the Flexible Work Arrangements Policy, and I agree to the duties, obligations, responsibilities and conditions described in both documents. I also understand that the University may, at any time, change any or all of the conditions under which I am permitted to have an alternate work schedule or work remotely including terminating this agreement.

Employee

Date

Supervisor/Department Head

Date

Director/Dean

Date

Division Vice President

Date

Reviewed by Human Resources

Date