

Flexible Work Agreement

Flathead Valley Community College (FVCC) encourages all supervisors to think creatively about how to support their employees. This Flexible Work Agreement should be used when work may be performed at an alternate location or outside of regular business hours.

This Agreement must be signed and approved by the employee's supervisor and the head of the department. Note: This Agreement is specific to working from home based on an evaluation of work duties, employee engagement, and this arrangement does not require management to agree to any future flexible work. Flexible work arrangements are not a substitute for childcare except in limited circumstances. Approval will be considered on a case-by-case basis by the employee's supervisor.

I. General Work Arrangement

This Agreement is between ("the Department") and ("Employee") to establish the terms and conditions for performing work with the following frequency (*e.g.*, daily each week, on the same day every week, or on some routine basis).

This Agreement begins on (date). You understand that this Agreement is a provisional measure only, and it will be periodically reviewed. Accordingly, FVCC may alter this schedule or end the Flexible Work Agreement at any time at its discretion. This Agreement will remain in effect unless altered or terminated at any time.

The following conditions apply:

- Employee's remote/flexible work schedule is (Specify days and hours. If it varies, include those details).
- Employee's regular remote work site location is
- Employee's regular remote work phone number is

While working under this arrangement, Employee will:

- a. Operate with integrity and report time spent actively performing work;
- b. Remain accessible during the remote/flexible work schedule;
- c. Check in with the supervisor to discuss status and open issues;
- d. Be available for video/teleconferences, scheduled on an as-needed basis;
- e. Be available to physically attend scheduled work meetings as requested or required by the Department;
- f. Will not work overtime;
- g. Take rest and meal breaks in full compliance with all applicable policies or collective bargaining agreements. Not taking a meal break when working more than eight-hours per day is not permissible; and,
- h. Request supervisor approval to use vacation, sick, or other leave in the same manner as when working at Employee's regular work location.

Employee's duties, obligations, responsibilities, and conditions of employment with FVCC remain unchanged except those obligations and responsibilities specifically addressed in this Agreement. Job responsibilities, standards of performance, and performance appraisals remain the same as when working at the regular College work site or during regular business hours. The supervisor reserves the

right to assign work as necessary at any work site.

The parties acknowledge that this Agreement may be evaluated on an ongoing basis to ensure that Employee's work quality, efficiency, and productivity are not compromised by the work arrangement described herein.

You acknowledge that if your supervisor deems that the flexible awork arrangement described in this Agreement is not working effectively or as envisioned, management may at any time adjust or end this Agreement. Management will strive to provide at least 24 hours' advance notice of any changes to this Agreement.

II. Remote - Safety & Equipment; Information Security

Employee agrees to maintain a safe, secure, and ergonomic work environment. Employee agrees to hold FVCC harmless for injury to others at the alternate work site. Regarding space and equipment purchase, set-up, and maintenance for telecommuting purposes:

- a. Employee is responsible for providing space, telephone, printing, networking and/or Internet capabilities at the telecommute location, and shall not be reimbursed by the employer for these or related expenses.
- b. Employee agrees to protect College owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. The precautions described in this agreement apply regardless of the storage media on which information is maintained, the locations where the information is stored, the systems used to process the information, or the process by which the information is stored.
- c. Employee agrees to report to Employee's supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
- d. Employee understands that all equipment, records, and materials provided by the College shall remain the property of the College.
- e. With reasonable notice and at a mutually agreed upon time, the College may make on-site visits to Employee's remote work location to ensure that the designated work space is safe and free from hazards, provides adequate protection and security of College property, and to maintain, repair, inspect, or retrieve College property.
- f. Employee agrees to return College-owned equipment, records, and materials the following work day upon termination of this agreement. Employee must return College-owned equipment for inspection, repair, replacement, or repossession upon request.
- g. Employee understands that Employee is responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.

I hereby affirm by my signature that I have read this Flexible Work Agreement and understand and agree to all of its provisions.

Employee Name:	Signature:	Date:
Supervisor Name:	Signature:	Date:
Dept. Head/VP:	Signature:	Date:

This signed Agreement must be sent to Human Resources for placement in Employee's personnel file. The employee and the supervisor should each keep a copy of this Agreement for future reference.