



FLEXIBLE WORKSITE AGREEMENT

This Agreement establishes the terms and conditions of participation in a Flexible Worksite Arrangement.

Employee Information

Last name:	First Name:	CMU ID #:
Title:	Department:	
Supervisor Name:	Employee Status: <input type="checkbox"/> Exempt (Salaried) <input type="checkbox"/> Non-Exempt (Hourly)	
Agreement Start Date:	End Date or Next Agreement Review Date (annual review):	
Is this employee/position normally assigned an in-person, physical CMU owned/leased worksite for this work to be performed? <div style="text-align: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>		

Flexible Worksite Arrangement Details

This is an Agreement between Central Michigan University (CMU), with offices located at 1200 S. Franklin St., Mt Pleasant, MI and the above-named Employee, covering the time period as indicated above.

A: Duration

This agreement will be valid for the time period indicated above or until canceled by either party. For Employees whose Flexible Worksite is an alternative to a regularly assigned, in-person physical CMU owned/leased worksite, **this Agreement must be reviewed by the supervisor and the Employee at least annually** to determine whether the Flexible Worksite Arrangement should continue and/or what, if any, changes to this Agreement should be made. **Any modifications to the original Agreement must be approved by the division head may require a new Agreement.** Following the review, the Employee, supervisor, senior manager and division head need to sign an Agreement or an Amendment, with an updated Next Agreement Review Date.

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 the Employee’s employment responsibilities, expectations or status other than as specifically noted in this Agreement. Termination of this Agreement will be communicated in writing with every effort made by the supervisor to provide two weeks’ notice of any change to this arrangement. There may be instances, however, where no notice is possible. Similarly, the Employee may request to terminate the arrangement with at least two weeks’ notice by notifying the supervisor and indicating the date the Employee will return to their in-person, physical CMU owned/leased work location. If Employee has been working completely remotely, note that office space may not currently be available, or the office space Employee once had may not be available. Termination of this Agreement due to Employee’s performance, or failure to comply with any of the provisions of this Agreement, may result in immediate termination of the Flexible Worksite Agreement and/or other appropriate disciplinary action.

B: University Policies

The Employee agrees to participate in a Flexible Worksite Arrangement as defined below and to comply with all applicable university and departmental guidelines, policies and procedures, as well as the terms of this Agreement. CMU agrees to allow the Employee to participate in a Flexible Worksite Arrangement pursuant to this Agreement.

C: Flexible Worksite Location and Work Hours

Location where the remote work will be performed

It is the Employee’s responsibility to give accurate and up-to-date information to the supervisor, team members, stakeholders, customers, and other contacts regarding Employee’s work location and hours so that Employee is accessible. The supervisor is responsible for monitoring hours worked. Employee must also accurately record time, as appropriate.

Employee agrees to maintain 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 remote arrangements specified in this Agreement. The supervisor reserves the right to temporarily or permanently rescind the Agreement and will provide advance notice, if at all possible, when the work hours or work location must be modified in some way.

Employee agrees that all work performed as part of the Flexible Worksite Arrangement shall take place only in the location identified below. Changes in schedule and requests for overtime must be approved by the supervisor in advance.

Any changes to the approved Flexible Worksite location must be approved by the division head in advance, including how the Employee will meet confidentiality and other requirements of this policy in the new location. A new signed Agreement may be required.

CMU and the Employee agree that the Flexible Worksite Location is for the Employee’s individual use and shall not be used for physically meeting or conducting business with CMU employees, students, or other individuals or groups.

Flexible Worksite Address:	City:
State:	Zip Code:
Telephone Number:	
<p>Workspace Description Include a brief description of the workspace within the Flexible Worksite location including:</p> <ul style="list-style-type: none">• how you will ensure the workspace is free from nonwork-related interruptions and• how confidentiality will be maintained if relevant to your position. <p>If remote work is expected to be completed in more than one location, provide this information for all locations. Use an additional sheet of paper if needed.</p>	

Scheduled Flexible Worksite Work Hours

Note the days and hours the Employee will be working at the Flexible Worksite location. The Employee must be readily available and reachable via phone, email, and other expected communication channels within the time periods indicated below. The supervisor and Employee will agree upon minimum expectations regarding the Employee's responsiveness to business email and telephone calls and availability while working from the Flexible Worksite Location.

The Employee must be available during all established work hours. The Employee agrees that non-work responsibilities shall not compete with work responsibilities except in the case of an emergency. In such situations, the Employee should consult with their supervisor regarding the circumstances and resolution.

Sun	Start: _____ am/pm	Stop: _____ am/pm
Mon	Start: _____ am/pm	Stop: _____ am/pm
Tues	Start: _____ am/pm	Stop: _____ am/pm
Wed	Start: _____ am/pm	Stop: _____ am/pm
Thurs	Start: _____ am/pm	Stop: _____ am/pm
Fri	Start: _____ am/pm	Stop: _____ am/pm
Sat	Start: _____ am/pm	Stop: _____ am/pm
Notes:		

D: Verification of Flexible Worksite Location Safety

In signing this Agreement, the Employee verifies that the Flexible Worksite Location provides workspace that is free from safety and fire hazards. Employee further verifies their workspace is ergonomically correct, safe, and free from hazards.

E: Worker's Compensation

The Employee will provide and maintain a designated workspace at the Flexible Worksite Location. Worker's Compensation will be limited to work-related injuries/illnesses at this workspace as opposed to applying to all areas of the Flexible Worksite Location. The Employee is covered by Worker's Compensation if injured while performing official duties in the designated workspace at the Flexible Worksite Location, in accordance with applicable law.

The Employee agrees to report immediately to the supervisor any personal injury incurred while performing work for CMU, including a report of the work performed, all pertinent details such as date, time, place, how the accident occurred, nature of the injury and medical treatment received, and any such other information as may be requested. Employee or supervisor must call CMU's Workers' Compensation line (989-774-7177) immediately and follow the appropriate procedure.

F: Performance Expectations and Work Products

Work products and programs developed by the Employee remain the property of the university. Employees agree to spend time on only Employee work responsibilities while working remotely. Employee agrees to consult with the supervisor, through mutually agreed-upon channels of communication to receive or review completed assignments. Employee's work deliverables remain the same as if the Employee were working at a regularly assigned in-person physical CMU owned/leased worksite and they must demonstrate they understand the importance of the obligations the university has to students, community, and other stakeholders. Employee is expected to report to their supervisor any and all issues which arise that prevent Employee from working at their Flexible Worksite Location. In addition, regular coaching and feedback reviews with the supervisor are expected to occur. The supervisor is responsible for holding the Employee accountable just as they would do for an Employee working in person at a physical CMU owned/leased worksite. The evaluation of the Employee's job performance will be based on established standards. Performance must remain satisfactory to remain engaged in a Flexible Worksite Arrangement. Employees may not be allowed to continue to engage in a Flexible Worksite Arrangement while on a Performance Improvement Plan or if any other disciplinary actions have been taken while the Arrangement is in place.

This section also includes a description as to how work output will be reviewed/assessed and how supervision will be provided:

G: On-Campus Meetings

Certain meetings and events may require Employee to be present in-person during standard work hours. Reasonable notice of upcoming in-person meetings will be given. If a face-to-face meeting is necessary, it is the Employee's responsibility to attend the meeting in-person. Employee bears the cost of transportation when required to report to the regularly assigned in-person physical CMU owned/leased worksite.

Transportation between the regularly assigned in-person physical CMU owned/leased worksite and the Flexible Worksite location and any accident that may occur in transit is the Employee's responsibility. When the Employee is required to report to the regularly assigned in-person physical CMU owned/leased worksite, Employee is not considered to have arrived at the work location until the destination is reached.

H. Employee Benefits

Employee's benefits (i.e., pay, leave accruals, etc.) will not be altered solely due to the Employee's participation in the Flexible Worksite Arrangement. Employee benefits will continue to be based on the Employee's job classification and applicable university policies, contracts and employment documents.

I: Leave

Employees must obtain supervisory approval before using leave time in accordance with established procedures. The Employee agrees to follow those established procedures when working from the Flexible Worksite Location.

J: Dependent Care

During established work hours at the Flexible Worksite Location, Employee agrees that family care demands will not compete with work except in case of an emergency when the applicable time off option will be used. Providing on-going dependent care cannot be the reason for a Flexible Worksite Arrangement.

K: Equipment

The supervisor and Employee will agree upon the equipment to be used to perform work from the Flexible Worksite Location. With approval of the supervisor and division head, the Employee may be provided with university-owned equipment to use while working from the Flexible Worksite Location.

Access (including connectivity) requirements will be decided upon by Employee and supervisor, depending on the type of work to be performed. Employee must have a secure and pre-approved method to access CMU's networks remotely.

Employee verifies they have the appropriate equipment, software, and connectivity to successfully complete their duties. CMU equipment is for university-related work only. CMU equipment may not be used for unlawful purposes or for work for other employers. Employees should not allow family members or others to use CMU equipment for other purposes.

It is the responsibility of the Employee to provide any additional equipment as required for the Flexible Worksite Arrangement. The equipment to be provided by both CMU and the Employee is described below:

University-Owned Equipment to be provided (e.g., laptop computer)

- 1.
- 2.
- 3.

Employee-Owned Equipment to be provided

- 1.
- 2.
- 3.

Applications Employee must access:

Employee must be able to access the following software applications from the Flexible Worksite Location (e.g., SAP, Blackboard, etc.)

- 1.
- 2.
- 3.

Any hardware or software purchased by CMU remains the property of the university and must be returned to the university upon request; work products developed while working under a Flexible Worksite Arrangement are the property of CMU. Equipment no longer used by Employee must be returned in a timely manner.

L: Maintenance/Support of Equipment

Equipment provided by CMU for the purpose of performing the agreed-upon job responsibilities will be maintained in good working condition and used only for performing job responsibilities. Equipment provided by CMU will be serviced, maintained, and supported by CMU.

The university is not responsible for temporary loss of remote workdays due to equipment maintenance or repair, and Employee is expected to work at their in-person physical CMU owned/leased worksite or obtain approved leave in such a circumstance. CMU assumes no responsibility for repair, maintenance or replacement of personally owned equipment

used for remote work, although Personal Computer Repair services are available at the OIT Help Desk at Employee's expense.

Employees working remotely, using either personally owned or CMU-provided equipment, are accepting responsibility to adhere to all CMU Policies, which may require specific actions from Employee as directed by OIT. This includes, but is not limited to, installation/activation of remote support software to resolve technology issues and VPN software to receive security updates/patches.

Employee is expected to report to the OIT Help Desk and to their supervisor any and all CMU related or prolonged technology issues that would prohibit Employee from working efficiently prior to reporting any other party. Employee is prohibited from engaging a third-party technology provider for purposes of servicing CMU-provided equipment without explicit direction from OIT. OIT will be able to resolve most technology issues remotely, using a combination of tools including, but not limited to, phone, chat, email, and remote support software. However, in the event OIT is unable to resolve a technology issue remotely, it is ultimately Employee's responsibility to make arrangements to deliver the equipment to OIT.

The university may terminate this Agreement if there is an inability to deliver work due to technology limitations or other service issues. If Employee is aware of internet or technology issues that would prohibit Employee from working, Employee may request to use leave time while working to correct the issues, unless Employee and supervisor agree to another course of action.

Upon resignation or termination of the Agreement, Employee agrees to return in good working condition and in a timely manner all university equipment.

M: Cost

CMU 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. CMU will not be responsible for operating costs, maintenance, or any other incidental costs associated with this Flexible Worksite Arrangement. Employee does not forfeit the right to be reimbursed for authorized expenses incurred while conducting official business for CMU. Any other expenses will be the responsibility of the Employee.

N: Security of Information

The Employee must ensure that all confidential information is protected and secured as outlined in:

Responsible Use of Computing Policy

https://www2.cmich.edu/office_president/general_counsel/Documents/p03031.pdf,

Data Stewardship Policy [https://www2.cmich.edu/Data Stewardship Policy](https://www2.cmich.edu/Data%20Stewardship%20Policy) ,

Information Security Policy https://www2.cmich.edu/office_president/general_counsel/Documents/p03042.pdf,

and all other applicable CMU policies and procedures that protect records from unauthorized disclosure and damage. 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. This may require using headsets/earbuds and ensuring a completely private space for all university-related meetings and conversations. Breaches of information confidentiality or security, whether intentional or unintentional, must be reported promptly.

CMU data must not be stored on the Employee's personal computer. All non-electronic records, papers, and correspondence must be adequately safeguarded for their return to the office. Any devices capable of data storage and transmission must meet current encryption and other security protocols as outlined by CMU. The supervisor and senior manager will utilize CMU's procurement protocols to obtain necessary hardware and software in the event such items are needed to support the Flexible Worksite Employee under the agreement.

O: Liability

CMU will not be liable for damages to the Flexible Worksite Location resulting from participation in the Flexible Worksite Arrangement. In signing this document, Employee agrees to hold the university harmless against any and all claims, excluding Worker's Compensation claims, arising from the Employee's participation in the Flexible Worksite Arrangement.

Employee agrees to purchase and maintain homeowners' insurance covering all real and personal property located at the Flexible Worksite Location, if said location is located in Employee's home. It is recommended that Employee carry commercial general liability insurance, either through the Employee's homeowners' insurance or separately, covering third-party bodily injury and property damage in the amount of at least \$500,000.00 per occurrence and aggregate.

Employee understands and agrees, except as stated otherwise in this Agreement, that the Employee is liable for property damages and injuries to third persons. The Employee agrees to indemnify and hold CMU and any or all of its representatives harmless from and against any and all claims, demands, judgments, or liabilities (including but not limited to: any related losses, costs, expenses, and legal fees) resulting or arising from or in connection with any injury or damage (including death) to any person or property caused, directly or indirectly by Employee's willful misconduct, negligent actions or performance of Employee's duties and obligations under this Agreement, except where liability arises solely from the gross negligence or willful misconduct of CMU.

As outlined in the CMU Board of Trustees' bylaws, Article X, Section 3 (Indemnification), and as an Employee of CMU, the Employee shall be indemnified for acts performed within the scope of the Employee's job responsibilities.

P: Tax Liability

Any tax implications of working remotely are entirely Employee's responsibility. Employee is encouraged to seek professional advice in this area.

Q: Signatures and Attestation

As evidenced by my signature below as the Employee, the information I have provided in this Flexible Worksite Agreement is accurate. If any information changes, I understand it is my duty to inform my supervisor and to initiate the completion of an updated Agreement. My 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 Worksite 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 a Flexible Worksite Arrangement including terminating this Agreement.

Supervisor

Date

Senior Manager

Date

Vice President/Provost (Division Head)

Date

Employee

Date

Reviewed by Human Resources

Date