

Iowa State University WorkFlex Work Terms and Conditions

Intro Paragraph TBD

General Terms

Employees who are approved for the WorkFlex program shall complete a WorkFlex Agreement.

Employee agrees to abide by the WorkFlex Terms and Conditions set forth herein.

Employee agrees that their participation in the Workflex program will not adversely affect customer service delivery, employee productivity, or progress of an individual or team assignment.

Employee agrees that the supervisor, the [title of approver] or employee may, based on the needs of the employee, unit, department or college, discontinue the arrangement with a minimum of two weeks' notice. The parties may negotiate a longer notice to provide for a smooth transition. The supervisor or the [title of approver] may discontinue the arrangement with less than two weeks' notice if they determine, in their sole discretion, that employee's job performance is unsatisfactory.

The Workflex Agreement & Terms and Conditions forms should be reviewed at a minimum annually with employee to determine the continued effectiveness of the WorkFlex arrangement.

During the WorkFlex arrangement, employee must be available to their supervisor and other applicable individuals during agreed-upon work hours. Employee and supervisor shall agree on expected turnaround time and the medium for responses.

All employees are expected to continue to adhere to and follow all relevant Iowa State University and State of Iowa Board of Regents policies and procedures, including but not limited to the Faculty Handbook, policies found in the Policy Library, the Merit System Rules, and state and federal law, as applicable. Failure to comply with these policies, procedures, rules, and laws may result in termination of the WorkFlex agreement and/or disciplinary action.

University Property and Equipment

University property used at employee's remote work location must be properly logged and accounted for prior to the removal of property from university premises. Employee is responsible for the safety and security of university furniture, equipment, software, data and supplies at the remote work location.

Employee may not use university property for unlawful purposes, for work for other employers or for personal financial gain. Non-university employees are prohibited from use of university property. Any property purchased by the university remains the property of the university and must be returned to the university upon request, at the conclusion of employee's participation in the WorkFlex program or upon separation from employment, whichever comes first.

All property and equipment loaned by the university for the purpose of performing employee's job duties will be maintained in good working condition and used only for performing job responsibilities. Employee agrees to return all university property and equipment in comparable condition as when loaned. University property no longer used by employee must be returned to the university in a timely manner.

The costs for office furniture at employee's remote work location will be employee's responsibility. In some circumstances, office furniture may be loaned by the employee's unit or department. The employee shall consult with their supervisor regarding the availability of furniture for loan.

The work unit or department shall provide any necessary office supplies. Out-of-pocket expenses for supplies normally available in the office will not be reimbursed. In accordance with university policy, office supplies cannot be mailed or delivered directly by the vendor to employee's remote work location.

Software shall not be duplicated. Software used by employee is subject to the same university restrictions and policies on duplication and unauthorized use of software used in the office.

Employee is responsible for the safe transportation and set-up of all university property and equipment.

The work unit or department, in conjunction with the university's Information Technology Services, will repair and maintain, at the primary worksite, any equipment loaned by the work unit or department. Employee will be responsible for:

- any intentional damage to the equipment;
- damage resulting from negligence by employee or any other non-employee present at the remote work location.

The university is not responsible for the temporary loss of remote workdays due to equipment maintenance or repair, and employee is expected to report to the primary worksite or obtain approved time off in such a circumstance.

The university may pursue recovery from employee for university property that is deliberately, or through negligence, damaged, destroyed, or lost while in employee's care, custody, or control. Damage or theft of university equipment that occurs outside employee's control will be covered by the work unit. The university does not assume liability for loss, damage, or wear of employee-owned equipment.

Information Technology Security and Records

Products, documents, and records that are used, developed, or revised while employee participates in the WorkFlex program shall be copied or restored to the work unit's applicable record retention system and in accordance with the university's Records Retention policy. Employee must also comply with all university Information Technology Services policies regarding appropriate storage and retention of electronic files. The supervisor will advise employee as to the appropriate storage location of all documents and records in accordance with university policies.

Employee may not compromise the confidentiality or security of university information due to remote work. Security and confidentiality shall be maintained by employee at the same level as expected at all worksites. Employee is responsible to ensure that non-employees do not access university data, either in print or electronic form. Employee must comply with all applicable university policies and guidelines regarding proper use of information technology and any university policies and state and federal law regarding confidentiality of information. Breaches of information security, whether by accident or design, during remote work may result in the termination of the WorkFlex agreement and/or disciplinary action up to and including termination.

Leave and Personal Business

The WorkFlex Program is not a substitute for childcare or other dependent care. Employee shall make or maintain childcare or dependent care arrangements to permit concentration on work assignments.

Employee shall not perform personal business during hours agreed upon as work hours, unless it is of a de minimus nature that is not in conflict with performing work on behalf of the university. During established work hours at the remote work location, employee agrees that family and home care demands shall not compete with work except in the case of an emergency when the applicable time off options will be used.

The WorkFlex program is not intended to be used in place of sick time off. Employees who are unable to work due to illness must use available sick time off and must report their absence to their supervisor per their work unit or department's procedures for reporting absences.

The WorkFlex program is not intended to be used in place of vacation time off. Employees should request vacation time off in accordance with their work unit or department's applicable policies and procedures.

Employee shall follow all applicable unit, department and/or university policies and procedures for requesting time off.

Insurance, Health and Safety

Employee must establish and maintain a dedicated workspace that is quiet, clean, and safe, with adequate lighting and ventilation. Employee will be covered by workers' compensation for job-related injuries that occur in the designated workspace, not all areas of the home/remote work location, during regularly scheduled work hours. In the case of injury occurring during regularly scheduled work hours, employee shall immediately report the injury to the supervisor through the university's incident portal. Workers' compensation will not apply to non-job related injuries that might occur in the home/remote work location. The university does not assume responsibility for injury to any persons other than employee at a remote work location.

Transportation between the primarily worksite and the remote work location is employee's responsibility. When employee's presence is required at a primary worksite, employee is not considered to have arrived at the work location until the destination is reached. Travel to and from the primary worksite is not considered work time and employee bears the expense of said travel. Whether injuries incurred during travel between the remote work location and the primary worksite are covered by workers' compensation is governed by the state law applicable to the work location(s).

Performance

Employee will have regularly scheduled work hours agreed upon with the supervisor, including specific core hours and communication accessibility. Employee will attend job-related meetings, training sessions and conferences, as requested by supervisors. In addition, employee may be requested to attend "short-notice" meetings.

Employee is expected to perform job duties at the same level and high standards at the employee's remote work location as would be expected at the primary worksite. The supervisor and employee will meet at regular intervals to review employee's work performance.

It is employee's responsibility to give accurate and up-to-date information to the supervisor, team members, customers and other individuals regarding work location and hours.

If the primary worksite is closed due to an emergency or inclement weather, the supervisor will contact employee. Employee may continue to work at their remote work location.

Employee must report technical failure or technical limitations at the remote work location that impair employee's ability to complete required work as soon as possible. Employee will be expected to relocate to a viable remote work location, return to the primary work location within the timeframe specified by employee's supervisor, or use approved time off during the period of impairment.

Supervisors and employees are expected to adhere to the university's performance management policies and processes while participating in the WorkFlex program.

Miscellaneous

All incidental costs, such as cell phone costs, residential utility costs, internet service fees or cleaning services, are the responsibility of employee.

The tax consequences of employee's participation in the WorkFlex program and remote work are employee's responsibility and employee agrees to indemnify and hold the university harmless for any tax consequences or liabilities associated with this WorkFlex agreement. Employee is encouraged to seek professional advice in this area.

Employee is responsible for observing any municipal zoning ordinances regulating the performance of work at home for remote work purposes.

Except as stated elsewhere in this agreement, employee understands and agrees employee is liable for property damage and injuries to employee and third persons at the remote work location. Employee agrees to indemnify and hold the university and all or any of its representatives and employees harmless from and against any and all claims, demands, judgments or liabilities (including any related losses, costs, expenses and legal fees) resulting from any injury and/or damage to any person or property, caused directly or indirectly by employee's willful misconduct or the negligent performance of employee's duties and obligations under this agreement at the remote work location, except where liability arises solely from the negligence and misconduct of the university.

WORKFLEX AGREEMENT & APPLICATION

A. EMPLOYEE INFORMATION

Last Name:

First Name:

ID No.:

Department/Unit:

Primary/Campus Work Location:

Manager/Supervisor:

Anticipated Duration: (Review and update at a minimum on an annual basis)

Start:

End:

B. TYPE OF WORKFLEX ARRANGEMENT REQUESTED

Flexible Start/Stop Times (Flex Day)

Compressed Workweek

Remote Work

Remote Hybrid Work

C. DESCRIPTION OF WORKFLEX ARRANGEMENT

Employee's Expected Work Schedule:

Property/Equipment to be Loaned (Y/N): (Department should log any university property and equipment in a separate record)

Annual Renewal Date:

D. EMPLOYEE REMOTE WORK LOCATION

If the off-site work location is your home, you may choose to either provide your home street address below or confirm that your local address on record in Workday is accurate. State/Country and telephone number(s) are required to be provided. If there will be more than one remote work location, this information must also be provided. Any changes to the remote work location must be **pre-approved** and this agreement updated.

Address:

City:

State:

Country:

ZIP Code:

Telephone Number:

Description of Remote Work Location Workspace:

I have read and understand the WorkFlex Agreement and corresponding Terms and Conditions. I agree to all duties, obligations, responsibilities, terms and conditions as described in these documents.

I agree that the supervisor, the [title of approver] or I may, based on employee, unit, department or college needs, discontinue this WorkFlex Agreement with a minimum of two weeks' notice. The supervisor or [title of approver] may discontinue this WorkFlex Agreement with less than two weeks' notice if they determine, in their sole discretion, that my job performance is unsatisfactory.

I agree that the information provided in this WorkFlex Agreement is accurate and will be followed. If any substantive changes need to be made to this agreement, I will promptly inform my supervisor or manager and initiate the completion of an updated WorkFlex Agreement. I agree that this agreement shall be construed under the laws of the State of Iowa.

_____ Employee Signature (Request)	_____ Date
_____ Supervisor Signature (Approval)	_____ Date
_____ [Title of Approver] (Approval)	_____ Date

DRAFT - Not to be used for Approval of a Request