

## University of Michigan Flexible Workplace Agreement (FWA)

**Instructions:** Use this agreement when an employee will work three (3) or more days per week at the U-M work location and the remainder of time at an off-site work location. If handwriting, please print legibly. Obtain signatures only after unit approvals are confirmed. When printing this agreement for signatures and delivery to (insert unit) \_\_\_\_\_, please print the document in its entirety. This Flexible Work Agreement is between the Board of Regents of the University of Michigan (“U-M”) and the Employee identified in Part A. below.

### A. Employee Information

|                                                                             |                                       |       |
|-----------------------------------------------------------------------------|---------------------------------------|-------|
| Last Name:                                                                  | First Name:                           | UMID: |
| Department ID #:                                                            | Primary/Campus Work Location:         |       |
| Manager:                                                                    | Next Level Approval (as appropriate): |       |
| Anticipated Duration<br>(Review and update at a minimum on an annual basis) | Start:                                | End:  |

### B. Employee Off-Site Work Location (OSWL)

If the off-site work location is your home, you may choose to either provide your home street address below or confirm that your current local address on record with the university is accurate and write “current home address on file with the university”. State/Country and telephone number(s) and are required to be provided below. Any changes to the off-site work location must be pre-approved and this agreement updated.

|                             |          |           |
|-----------------------------|----------|-----------|
| Address:                    | City:    |           |
| State:                      | Country: | ZIP Code: |
| Telephone Number:           |          |           |
| OSWL Workspace Description: |          |           |

### C. Employee OSWL Days, Hours, Frequency/Rotation

|                                                         |
|---------------------------------------------------------|
| Describe the Flexible Employee’s Expected Work Schedule |
|---------------------------------------------------------|

### D. U-M Property and Equipment

|                                                                |
|----------------------------------------------------------------|
| Provide Description of U-M assets/property being used at OSWL: |
|----------------------------------------------------------------|

### E. Duration of Flexible Work Agreement

The agreement duration is documented in Part A. This agreement must be reviewed and updated at least annually.

After each review, employer’s manager, in consultation with (insert unit) \_\_\_\_\_, will determine whether the arrangement should (1) continue, (2) be modified or (3) end. If the determination is that flexible work is to end, employee will be notified in writing. If the determination is that flexible work is to continue, a new FWA will be required setting forth the new duration and any other modifications.

Notwithstanding the expected duration of employee's flexible work assignment, U-M maintains the right to terminate the work arrangement at any time for any reason. Such a termination will be communicated in writing with every effort made to provide reasonable notice to the employee. If the employee desires to terminate this agreement, notice must be given in writing to the employee's immediate supervisor at which time return to full-campus presence options will be explored.

#### **F. Acknowledgements and Understandings**

1. I acknowledge and agree to comply with all U-M policies and guidelines, as set forth in the UM's Standard Practice Guide (SPG), as well as college and departmental policies and procedures as if working at the primary work location.
2. I have read and understand U-M policies and practices regarding remote employment at [hr.umich.edu/remote-employment](http://hr.umich.edu/remote-employment) and any related departmental policies and commit to effective remote and flexible work practices.
3. I understand that I am required to comply with all timekeeping and overtime regulations defined by state or federal law (e.g., the Fair Labor Standards Act), collective bargaining agreements, and University and departmental policies and procedures.
4. I will give accurate and up-to-date information to my supervisor, team members, customers and other business contacts, regarding work location and hours and will report technical or equipment limitations that impair my ability to complete required work as soon as possible.
5. During established work hours at the OSWL, I agree that family care demands shall not compete with work except in the case of an emergency when the applicable time off options will be used. Flexible work will not be a substitute for family care demands.
6. I understand that the work I do while working off-site remains the property of U-M, and is subject to U-M records retention policy and applicable regulations
7. Unless otherwise agreed, I am responsible for all expenses related to off-site work, including, but not limited to office furniture, internet connectivity, cell phone usage, and commuting. Supplies will be obtained through U-M and only supplies that are regularly stocked will be available. I cannot be assured of reimbursements for expenses not authorized or approved in advance.
8. I understand that work-related injuries at my designated workspace at the OSWL during agreed-upon working hours may be covered by Workers' Compensation. I am required to report any work-related illness or injury to my manager immediately and am required to fill out an accident report within 24 hours of the event or claim.
9. I agree to maintain the confidentiality of all University information and documents and prevent unauthorized access to any University system or information.
10. I agree to follow policies and guidelines of proper use of information technology and secure computing practices found in the SPG and <http://safecomputing.umich.edu/> and agree to follow the policies, responsibilities and procedures for Off-Campus Use of University Equipment website: <http://procurement.umich.edu/property-space-management/property-control>. Equipment, hardware, software, data, and supplies remains the property of U-M and I agree to return the assets in good working order and in comparable condition as when loaned upon request by U-M, upon resignation, or termination of this agreement. I acknowledge that failure to return equipment could result in discipline, discharge, legal action, and disqualification from future employment.
11. I understand that I am responsible for any tax consequences and compliance with local zoning ordinances. I agree to indemnify and hold U-M harmless for any tax consequences or liabilities associated with this Flexible Work Agreement.
12. I further agree to indemnify and hold the U-M, 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 at the RWL that is unrelated to employee's employment duties or otherwise caused by employee's willful misconduct at the RWL. I acknowledge I am encouraged to seek professional advice regarding personal insurance coverage considerations associated with this work arrangement.

