

FLEXPLACE PARTICIPATION AGREEMENT

Flexplace means an arrangement by which an employee works from a remote location other than the primary worksite. Participation is voluntary subject to the university's approval. Participation is not an employee right or benefit, and may need to be discontinued for business reasons.

Regular office means the employee's usual and customary work address. It remains the primary work location even if participating in Flexplace.

EMPLOYEE NAME: _____

EMPLOYEE ID#: _____

JUSTIFICATION NARRATIVE:

Supervisor – Please attach a narrative explaining the reason you are making this request and the benefit to the university in agreeing to the arrangement.

AGREEMENT:

This Agreement goes into effect on _____, and remains in effect through (must include a date by which the arrangement will be reviewed – not to exceed 6 months) _____, unless terminated sooner by either party for any reason.

Participation in Flexplace does not change the employee's salary, benefits, work status or other rights as a university employee. The Employee agrees to follow the Employer's policies on work hours and schedules, including keeping records of time and attendance as if work was performed at the regular office.

(1) If eligible for overtime, advance supervisory approval must be obtained before working overtime.

(2) All types of leave usage must have supervisory approval and follow established leave rules and procedures.

The Employee will not provide primary care during work hours for a young child or elder who would otherwise require a provider's care. Formal care arrangements will be maintained during working hours at the alternate location. Care provided during work hours will be requested and reported as sick or other applicable leave.

The Employee is responsible for operating costs, home maintenance or any other cost associated with the use of the home as an alternate work site. The Employee shall maintain home work space in a safe condition, free from hazards and other dangers to equipment or occupants of the home. The Employee is still entitled to reimbursement for authorized expenditures, e.g., travel and long distance calls, incurred while conducting official business.

The university has the right to choose to purchase hard/software and related supplies, allow

existing hard/software to be taken to the home, or permit use of compatible Employee-owned hard/software. The decision to remove or discontinue use of such hard/software shall rest solely with the university. Equipment and supplies purchased by the university remain university property and their use is limited to the Employee for purposes of official university business. If borrowed or purchased, the university will maintain and service such hard/software. If Employee-owned, the Employee is responsible for service and maintenance. The university does not assume liability for loss, damage, or wear of Employee-owned hard/software. The university will document all equipment purchased with university funds approved for use and located at off-site locations.

Employee understands that the university may make on-site visits during normal business hours to determine that the work space is safe and to maintain, repair, install or retrieve university -owned equipment, software and/or supplies. All university-owned equipment, software, data and supplies must be returned in event of termination of participation in Flexplace for any reason.

In the event of equipment failure or malfunction, Employee will immediately notify their supervisor in order to effect repair or replacement of such equipment and to discuss work assignments. In the event of delay in repair or replacement, or any other circumstance which makes work from the alternate location impossible, Employee understands that university may require the Employee to report to the regular office.

Employee understands that s/he remains liable for injuries to third persons, including family members, at the alternate location. Employee agrees to indemnify and hold harmless the university from any and all claims, demands or liability resulting from any injury to persons caused, directly or indirectly, by the duties and obligations under this Agreement, except where such claims or liability arise solely from the gross negligence or willful misconduct of the Employer. The university is not liable for damages to the Employee's personal or real property except to the extent of liability under Colorado law in the regular office.

Employee is covered by Worker's Compensation during the performance of official business at the regular office or the defined work space at the alternate location during work hours. Employee shall report work-related injuries immediately to the supervisor and will comply with other reporting requirements established by the university for filing claims.

Employee understands that some information used in his/her work may be deemed confidential by the University and shall apply all university-required security safeguards and policies at the same level as in the regular office in order to protect such information from unauthorized disclosure, loss or damage.

Employee remains obligated to comply with all university policies and instructions and this Agreement. Violation of these may result in termination of participation in Flexplace and/or other corrective/disciplinary actions.

Employee understands that it may be necessary to alter the Flexplace schedule and/or report to work in emergencies or for other business needs.

The following specific conditions have been agreed upon by the Employee and Supervisor:

Principal department/college or university _____

Division or work unit _____

Alternate work location address _____

Alternate phone number _____ Alternate e-mail address, if applicable _____

Employee will work at a remote location _____ days per week or _____ days per month.

Work hours and schedule will be as follows: _____

The following equipment, software and supplied will be used at the alternate location:

It will be provided by: _____

Employee will retrieve phone messages throughout/at least _____ times per day. The following arrangement has been agreed upon for communications, including return and handling telephone calls, including long distance, e-mail and communicating with the regular office:

A work plan with expected delivery dates has been mutually agreed upon: yes / no

Additional conditions agreed upon _____

We have read this Agreement and understand and agree to its conditions. We further understand that failure to adhere to these conditions may result in termination of participation.

Requested by:

Supervisor

Date

Approved by:

First Level Approving Authority (from approval matrix)

Date

Second Level Approving Authority (from approval matrix)
(if applicable)

Date

Associate Vice Chancellor for Human Resources

Date

Agreed to by:

Participant/Employee Name/Signature

Date

Flex Place (remote work) Approval Matrix:

School/College, Unit, Office, Location	First Level Approving Authority	Second Level Approving Authority	Final Level Approving Authority
CU Denver	School/College Dean	N/A	Chief Human Resource Officer or Designee