



# AUGUSTA UNIVERSITY

## FLEXIBLE WORK AGREEMENT

**A flexible work arrangement is one where the employee has both an ongoing, regular telework arrangement and also reports onsite or may have a flexible work schedule. This document is intended to serve as an agreement between the employee and the department through which the employee will be allowed to utilize a flexible work arrangement to perform the duties and responsibilities of his/her position.**

Any employee approved for a flexible work arrangement must understand that the department may change any of the conditions or requirements of the flexible work arrangement at any time during the period of the agreement. Also, Augusta University management reserves the right to cease this arrangement altogether at any time.

**This agreement is not a contract of employment, does not provide any contractual rights to continued employment, and may be terminated by the department at any time with not less than seven (7) working days' notice, unless the reason for the termination is for alleged misconduct or an emergency, in which case, it may be terminated immediately. This agreement does not alter or supersede the terms of the existing employment relationship. This form is to be used to develop requirements for a flexible work arrangement.**

### Employee Flexible Work Arrangement Information

Employee Name:	
Employee ID:	
Date Submitted:	
Job Title:	
Department:	
Primary AU assigned campus location (this is the regular office location for employees assigned to an office or the primary campus location when not assigned an office):	
Supervisor's Name & Email:	
Type of arrangement selected:	<input type="checkbox"/> Telework <input type="checkbox"/> Flexible work schedule
Telework arrangement (select one):	<input type="checkbox"/> 1 day per week <input type="checkbox"/> 2 days per week <input type="checkbox"/> 3 days per week <input type="checkbox"/> 4 days per week <input type="checkbox"/> Other; less than 100% telework but varies per week

Address where telework will be performed (see below if location is outside of Georgia for additional requirements):  (This must be updated promptly if the address changes during the period of the agreement.)	
Duration of arrangement (not to exceed one year):	Start date  End date

## Work schedule and location

### Work Schedule

Day of Week	Work Hours	Work Location
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

## Flexible Work Arrangement expectations

The general expectation for a flexible work arrangement is that the employee will effectively accomplish all of their regular job duties, regardless of work location.

I agree:

- To be available and responsive during scheduled work hours.
- My duties, obligations, and responsibilities as a teleworking employee are the same as onsite workers, including my obligation to respond to my voicemail, e-mail, and other messages in a timely manner.
- While teleworking, I will work at the above-listed location during my teleworking work schedule, unless I have received prior approval to temporarily work elsewhere.
- That any time off or overtime must be prearranged according to department guidelines and consistent with the rules applicable to my employment.
- That any required travel to and from my primary AU assigned campus location will be at my own expense, with no expectation of reimbursement.

Specific expectations for this flexible work arrangement should be summarized in the table below. Additional rows may be added as needed.

Expectations	Employee's Initials


**Equipment and technology access (for employees approved for telework)**

**As an employee approved for telework, you agree and understand that you will be expected to be accessible by telephone and thus will maintain a telephone line that can be used for phone calls at your own expense.**

**As an Augusta University employee, you will be issued an Augusta University NetID and password which will allow you access to Augusta University’s Information Technology network for work related assignments and responsibilities. You will also be provided with a Microsoft Outlook email account. Access to other systems will be authorized by your home department based on your specific job duties and responsibilities and your department will coordinate with IT on such access, as necessary.**

During the period of this agreement, the department will provide you with an Augusta University computer for your use in carrying out the duties and responsibilities of your position. Other equipment may be provided at the discretion of the department. You are authorized to use this computer and the network access referenced above in accordance with all applicable Augusta University computer use and information technology policies. Failure to adhere to Augusta University’s computer use and IT policies may result in revocation of use privileges, revocation of this flexible work agreement, and possible termination of employment. You will be required as a condition of employment to maintain internet access from your home office at your own expense. You will be able to access the Augusta University network by using Augusta University’s VPN service and are required to use VPN to protect data and other sensitive information.

The specific list of equipment provided to you for use under this agreement includes:

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An equipment loan agreement form must be completed and approved for any equipment provided under this agreement prior to removal of state property from the regular work site.

It will be your responsibility to ensure the appropriateness and safety of the equipment at all times. The equipment must be protected against damage and unauthorized use. Augusta University owned equipment will be serviced and maintained by Augusta University. Equipment provided by the employee will be at no cost to Augusta University, and will be maintained by the employee.

As outlined in the [Acceptable Use of Information Technology Policy](#), Augusta University expects all users of computer and data resources to use them responsibly and productively, even when working remotely. While incidental personal use of electronic resources is not necessarily unacceptable, personal use must not adversely affect the performance of an employee's official duties, must not be disruptive of co-workers, must be of limited duration and frequency and should be restricted to matters that cannot be addressed during non-duty hours. To the extent an employee is forced by business circumstances to make personal use of the Augusta University owned devices, such use should be incidental and immaterial and never add costs to the enterprise.

**Physical Home Office Space Liability (for employees approved for telework)**

You agree to have a designated work area in your home. If there are any injuries while you are working, the workers’ compensation coverage will be limited to occurrences in the designated workspace (or during work-related travel). Also, if such an injury were to occur, it will be investigated in accordance with the standard workers’ compensation procedures promulgated by the Georgia Department of Administrative Services (DOAS). If there is an illness or injury, which is a result from the condition of this home office arrangement, Augusta University is released from any possible liability.

Augusta University will not be liable for damages to the employee’s property that results from participation in the teleworking program.

Augusta University will not be responsible for visitors or family injured at the work site. Under the terms of this agreement, you are responsible for setting up an appropriate work environment within your home. Augusta University will not be responsible for any cost associated with the setup of a home office. Upon your request, Augusta University will consult with you on any modifications or requirements to operate Augusta University-owned equipment at the home office.

You will be required to provide us with a statement by the effective date of this agreement to confirm that you have met the reasonable standards to include health and safety requirements (including an ergonomically sound workstation) and promise to maintain it in the condition for the duration of this flexible work arrangement period.

### **Additional details**

### **Anticipated barriers**

Please indicate any anticipated barriers.

### **Curtailment of the Agreement**

The employee's supervisor or unit head may terminate participation in this agreement at any time. Management also reserves the right to remove the employee from the program at any time. Upon reasonable notice of not less than seven (7) working days, the employee will be expected to report for work at the primary departmental office location or resume their normal work schedule. However, if the reason for the termination is for alleged misconduct or emergency, the employee will be directed to report immediately to the primary departmental office location if employment continues.

The employee agrees to limit performance of officially assigned duties to the work location indicated in this agreement. Failure to comply with this provision may result in termination of the Flexible Work Agreement, and other appropriate disciplinary action.

We look forward to working with you on this flexible work agreement and will appreciate any input from you during this process on how we may assist you and our office with ensuring that you are productive and able to meet job expectations under this agreement.

I accept the terms and conditions of this agreement, as provided to me by the employer. I understand what is expected of me during the period of this flexible work agreement. If there are any concerns regarding this arrangement, I will immediately alert my supervisor for clarification and resolution.

**Employee signature:** \_\_\_\_\_ **date:** \_\_\_\_\_

**I agree to ensure that the employee named herein is provided with the resources, training, equipment and supplies necessary for effective telework. I agree that I/[name of unit] have thoughtfully considered how to successfully onboard and integrate the teleworking employee named herein into the unit's teams, culture and opportunities.**

**Supervisor signature:** \_\_\_\_\_ **date:** \_\_\_\_\_

Augusta University Policies - During the period of this agreement, the employee agrees that he/she shall be covered by all Augusta University policies and procedures surrounding employment. The dates shown in the duration section are not to be construed as a contract and do not guarantee continuation of employment during the period.

**A copy of this agreements must be sent to [AU\\_HR\\_CONFIDENTIAL@augusta.edu](mailto:AU_HR_CONFIDENTIAL@augusta.edu).**

**\*IF EMPLOYEE IS WORKING OUT OF THE STATE OF GEORGIA, CONTINUE AUTHORIZATION FOR AN EMPLOYEE TO WORK OUTSIDE OF GEORGIA (pages 5-6).**

## Authorization for an Employee to Work Outside of Georgia

**(institutional approval, up to the Chief Business Officer, is required BEFORE any employee begins to work out of State work)**

Department Requesting:	
Department ID:	
Department Contact Name:	
Contact Email:	
Description of Duties and General Location for each:	
<p>Is there an expectation that the employee ever work from an AU Campus? If so, what location?</p> <p>For employees allowed to work outside of Georgia, the department is responsible for making it clear to the employee that any travel to AU Campus will be at the employee's sole expense. Agreement to this by the employee is a requirement for approval.</p>	
Justification Comments (Why is working outside of the state of Georgia in the best interest of the department, college, division, and university as a whole? Include unique qualifications this individual offers that justify out of state hiring):	
<input type="checkbox"/> Copy of up-to-date job description attached to form. This request will not be considered without the job description attached.	

### Department's Understanding and Commitment to Comply

The department understands that work cannot begin outside of Georgia until registration as an employer in the other state is complete and tax identification is received by AU HR and the employee has completed the on-boarding process. This process takes up to 8 weeks for completion.

The department will be responsible for the cost of initial tax structure research and setup, and for monthly and annual processing charges and fees related to reporting, processing and maintenance of systems required for tax compliance reporting and remittances associated with this request and subsequent appointment.

**Please provide the CFC for the cost of the out of state fees:** \_\_\_\_\_

\_\_\_\_\_  
Department Chair / Head Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean / Vice President Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provost or Executive Vice President Signature

\_\_\_\_\_  
Date

### **Preliminary Review by HR & Payroll (After above approvals have been received)**

State(s) Employee will work: _____ FTE out of state of Georgia: _____
Is AU already set up as an employer in the above state: <input type="checkbox"/> Yes <input type="checkbox"/> No If no, approximate cost to set up as an employer in the above state: _____
Are there any additional processes or policies required (ex. Workers compensation) for the above state: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, state additional processes and/or policies and associated costs: _____ _____
Estimated Total Department cost (indicate per year and/or one time): _____
Preliminary Review: <input type="checkbox"/> Approved <input type="checkbox"/> Denied
Notes: _____ _____

### **Reviews/Approvals**

\_\_\_\_\_  
Human Resources Signature

Approved  Denied

\_\_\_\_\_  
Date

\_\_\_\_\_  
Payroll Signature

Approved  Denied

\_\_\_\_\_  
Date

\_\_\_\_\_  
IT Signature

Approved  Denied

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Signature

Approved  Denied

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Business Officer Signature - Final Review

Approved  Denied

\_\_\_\_\_  
Date

### **Final Decision**

Approved  Denied

Approved Employment Start Date: \_\_\_\_\_ **OR** Reason for denial: \_\_\_\_\_