

## Flexible Work Arrangement

Contracting Parties: This arrangement is between Dixie State University (DSU and "University") and the following employee ("Employee"):

\_\_\_\_\_  
Employee's Full Name

\_\_\_\_\_  
Employee's Position Title

\_\_\_\_\_  
Temporary Remote Work Location Address

\_\_\_\_\_  
Temporary Remote Phone Number

The purpose of this arrangement is to allow Employee to perform their assigned work, on a **short-term or temporary basis**, outside of a main DSU campus. This relieves Employee from a daily commute to campus, where such an arrangement will benefit both the University and the employee.

**Administrative Section - must be completed by Supervisor and agreed to by Employee:**

Percentage of time employee will work remotely each week (must be at least 40%\*): \_\_\_\_\_

\*100% = at least 40 hours per week, or full FTE. 80% = at least 32 hours per week, or % FTE, etc.

Days of Week	Current On-Campus Work Hours	Proposed Remote Work Hours	Do Hours Fulfill Business Needs?
Saturday	am -- pm	am -- pm	YES NO
Sunday	am -- pm	am -- pm	YES NO
Monday	am -- pm	am -- pm	YES NO
Tuesday	am -- pm	am -- pm	YES NO
Wednesday	am -- pm	am -- pm	YES NO
Thursday	am -- pm	am -- pm	YES NO
Friday	am -- pm	am -- pm	YES NO
Weekly Total:			1.00 FTE = 40 hours/wk

It is expected the Employee will either forward their dedicated campus phone number to their cell phone during the flexible work arrangement, or set up office voicemail to be checked frequently.

Will the University be providing Employee temporary cell phone reimbursement? YES NO

Will the University be providing Employee computer hardware or software (see below)? YES NO

Describe Employee's designated home office area<sup>^</sup>: \_\_\_\_\_

<sup>^</sup>pictures of home office space submitted [here](#), ensuring Policy 326 compliance, as well as applicable local, state, and federal laws (Fair Labor Standards Act, OSHA, etc.) and DSU Policy 401. In event of work-related injury or incident, a safety inspection of space will occur by Risk Management and/or HR, with any problems corrected within 15 business days.

Describe computer / phone hardware or software provided by University to Employee for temporary remote work\*\*:

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\*\*includes DSU property bar codes, specialized software installed, etc.

Flexible Work Arrangement Proposed Start Date\*: \_\_\_\_\_ End Date\*: \_\_\_\_\_

\*such arrangements may last no more than 16 weeks, or one academic semester, per DSU Policy 326.

## Flexible Work Arrangement Terms & Conditions

Employee understands that this flexible work arrangement reflects a cooperative arrangement between the University and Employee, not an entitlement, and is based on:

- The needs of the job, work group, and the University
- Employee's past and present levels of performance

While working from home, Employee continues to be bound by all DSU policies and Employee's department rules, practices, guidelines, and procedures, including those regarding professionalism, customer service, data security, confidentiality, discipline, time clock entries, and leave time requests.

Flexible work arrangements are permitted at the sole discretion of the University and can be modified by the University at its sole discretion for any reason. The University reserves the right to terminate this arrangement at any time and for any reason and require Employee to return to their regular work location as a condition of future employment.

**Job Duties:** Employee's work status, job duties, and responsibilities will remain unchanged as a result of this arrangement. However, Employee's department may require additional duties related to the flexible work arrangement, such as providing periodic written reports to the supervisor regarding work progress.

**Compensation/Benefits:** Salary and benefits remain unchanged, including eligibility for Workers' Compensation benefits, which remain applicable exclusively to injuries arising out of and in the course of employment within the employee's designated home office area and/or on-campus work performed.

**Arrangement Obligation:** This arrangement, attachments, and any revisions are not considered contracts or promises of employment. Nothing in this arrangement guarantees employment for any specific term.

**Work Hours:** It is critical for Employee to be as accessible during their designated work-at-home hours, as would be expected of Employee when working on-campus. Employee remains responsible for meeting all deadlines, promptly responding to communications, and upholding high-quality work standards.

**Out-of-State Work Location:** Dixie State University is a body politic of the State of Utah and operates campuses and instructional sites within the State of Utah only. DSU is registered as a business entity outside of the State of Utah, but in limited states and locations. The designated temporary remote work location and home office area are the only locations approved for temporary remote work for Employee, outside of University-paid travel requirements for the position. Any changes in the designated temporary remote work location require pre-approval from Human Resources and supervisor before occurring, whether such changes occur within or outside of the State of Utah. **Failure to comply with this provision will lead to disciplinary action, and may lead to disqualification from employment.**

**Designated Home Office:** Employee is required to work exclusively in this designated work area, as well as upkeep and maintain the safety of this space. The University assumes no ownership rights or responsibilities over Employee's home office space and will not be listed on any leases, utilities, homeowner agreements, etc.

**Home Office Furnishings, Services, and Maintenance:** Employee is responsible for the costs of furnishing, establishing, and maintaining their home office work area, including utility, tax, internet, and home/renters' insurance expenses. This does not affect Employee's ability to request equipment or other resources as reasonable accommodations under the Americans with Disabilities Act (ADA). Employee is encouraged to contact Human Resources for more information about engaging in the ADA interactive process.

**Department Equipment:** Employee's department may, within its sole discretion, provide Employee with basic equipment that the department deems essential for Employee to perform their responsibilities from Employee's home office, such as computer hardware and software. Any such equipment is the sole and exclusive property of the University, including any equipment provided in accordance with the ADA, and is subject to the same business use restrictions as if it were on-site. Employee will not move the equipment from the designated work area, except as may be permitted by the University. Employee shall be liable for condition of University equipment beyond normal wear and tear.

**Notification of Equipment Failure:** Employee is expected to notify their supervisor within 12 hours of equipment malfunction or failure. In the event of such malfunction or failure, the department may, at its sole discretion, supply Employee with temporary use of alternative equipment or require Employee to work on-campus while equipment is being repaired.

**Unauthorized Use of University Property:** The equipment, supplies, and other property provided by the University is provided exclusively for Employee's use in providing services to the University. It may not be used by any non-employee (including household members), unless such may be required for business-related reasons. Employee shall be liable for damages caused by unauthorized use of University property.

**Return of University Property:** The equipment, supplies, and other property provided by the University shall be returned to Employee's department within two (2) business days of the University's request, Employee's termination, or the expiration or revocation of this flexible work arrangement.

**Safe Work Area:** Employee shall set up and maintain their home office in accordance with the safety standards set forth within the University. By signing this arrangement, Employee certifies that Employee's home office is free of safety hazards and other dangers before the flexible work arrangement term begins and will remain free of safety hazards and other dangers. Employee shall use and maintain equipment and supplies in a safe and appropriate manner. Employee consents that the University, at its sole discretion, may require Employee to provide their supervisor with photographs or videos of their home office space so as to ensure compliance with relevant safety standards.

**Work Area Inspections:** By signing this arrangement, Employee consents that the University may make periodic visits to Employee's home office to audit Employee's compliance with applicable safety standards. Reasonable efforts will be made to schedule such visits in advance.

**Reporting of Injury:** Employee must report any work-related injuries to their supervisor immediately, but no later than 24 hours after such injury, using the University's standard injury reporting process. This is the same process required of employees working on University property. By signing this arrangement, Employee consents to a University representative visiting Employee's home office to investigate an injury report, if necessary. Reasonable efforts will be made to schedule such visits in advance.

**Employer Liability:** The University assumes no liability for injuries to Employee that occur outside of Employee's designated home office, the course and scope of Employee's job duties, or Employee's working hours. In addition, the University makes no representations on the personal tax or insurance implications that Employee may face in conjunction with this flexible work arrangement. It is Employee's obligation to address these issues on their own. See above information on home office, equipment, etc.

