

SAMPLE FLEXPLACE AGREEMENT ADDENDUM

The following defines the terms and conditions of a Flexplace arrangement for an individual employed by the University of Pennsylvania.

1. Work Space

- 1.1 Staff member agrees to use a Flexplace work space that is conducive to working, free of hazards and other dangers to people and equipment. The alternative worksite (the Flexplace work site), is defined in Addendum A.
- 1.2 Provided staff member is given at least 24 hours advance notice, staff member agrees to permit inspections of the worksite by the University at periodic intervals during staff member's normal working hours to ensure proper maintenance of University-owned property and worksite conformance with safety standards and other specifications in these guidelines.
- 1.3 Costs for the work space will be allocated between the staff member and the University as agreed upon by the parties (as specified in 7.3. below).

2. Staff Member Responsibilities and Obligations

- 2.1 The staff member remains obligated to comply with all University rules, policies, practices and instructions that would apply if the staff member were working at the primary work site.
- 2.2 Work products developed or produced by the staff member during Flexplace work away from the main work site remain the property of the University.
- 2.3 The staff member will be responsible for determining any tax implications of maintaining a Flexplace site.
- 2.4 The staff member will be responsible for complying with any and all local township codes, rules, regulations, and zoning ordinances which could affect the ability to use the designated Flexplace site.

3. Conditions of Employment (Pay Status)

- 3.1 All job responsibilities and conditions of employment, e.g., compensation, benefits, rights, privileges and obligations, apply as if the staff member were working at the primary worksite.
- 3.2 The staff member works in a regular pay status while working at the Flexplace worksite. However, Flexplace does not exclude the staff member from reimbursement entitlements for authorized and pre-approved expenses incurred while conducting business for the University, as provided for by University regulations.

3.3 Work hours, overtime, compensation and vacation schedules conform to applicable policies. Requests to work overtime, use sick leave, vacation or other leave must be approved by the staff member's manager in the same manner as when working at the primary work site. Requests for changes in the work schedule should, likewise, be approved by the staff member's supervisor.

4. Work Assignment & Supervision

4.1 Staff member will consult with the supervisor, in person or through other agreed upon methods of communication, to receive assignments and to receive feedback on completed work. Responsibility for related travel costs incurred by staff member for these meetings is defined in Section 11. below.

4.2 When conducting work at the Flexplace work site, staff member agrees to limit performance of officially assigned duties to approved Flexplace area. Staff member will complete all assigned work according to work procedures mutually agreed upon by the staff member and the supervisor and according to guidelines and expectations stated in the staff member's performance plan.

4.3 Staff member's job performance will be appraised during the introductory, interim (optional) and annual performance periods based on criteria and expectations established by the supervisor and communicated in advance to the staff member. Staff member will provide record of work accomplishments and other relevant documentation, as requested by the supervisor to allow feedback and assessment of performance.

4.4 Management has the right to terminate the Flexplace arrangement at any time, for any reason. Such action will be accomplished through written notice by the supervisor with an explanation of the reason for the change. If termination of the arrangement results in termination of the individual, this action will be handled in accordance with pertinent Human Resources policies regarding separation. Likewise, staff member may terminate the Flexplace arrangement at any time unless to do so means quitting the job, in which case, notice of resignation is expected in accordance with Human Resources policies regarding resignation.

5. Accidents/Injuries

5.1 Any accident or injury occurring at the Flexplace worksite must be brought to the immediate attention of the supervisor and will be investigated immediately following notification in accordance with Human Resources Policy 714: Occupational Injury or Illness. Staff member may be covered under Human Resources Policy 714 if injured in the course of performing official duties at the Flexplace worksite, but this liability will be limited to injuries resulting directly from the Flexplace assignment and only if the injury occurs in the designated work area, within the designated work schedule.

5.2 The University may be responsible for any work-related injuries in accordance with The Pennsylvania Workers' Compensation Act. In the event of an injury call 1-877-335-5213 to report the injury and get the location of available medical providers, then immediately notify your supervisor.

6. Liability

6.1 It is understood and agreed that the staff member remains liable for property damages and injuries to the staff member, third persons and/or members of the staff member's family at the staff member's alternative worksite, except as provided for under 5.1 above. The staff member agrees to indemnify and hold harmless the University and its staff members, agents, officers, trustees, successors and assigns (in their official and individual capacities) from and against any and all claims, demands, judgements or liability (including any related losses, costs, expenses and attorney fees), resulting from, arising out of, or in connection with any injury to persons (including death) or damage to property, caused directly or indirectly, by the services provided hereunder by the staff member or by the staff member's willful

misconduct or negligent acts or omissions in the performance of the staff member's duties and obligations under this Agreement, except where such claims, demands or liability arise solely from the gross negligence or willful misconduct of the University.

7. Equipment and Systems

7.1 Equipment loaned by the University for use at the Flexplace worksite will be maintained in good working order and used only by the staff member and only for work related tasks. The cost for maintenance of this equipment will be covered by the University, if approved by the supervisor in advance. Upon termination or resignation from the Flexplace position or discontinued need of the equipment, equipment supplied by the University will be returned in good working order and comparable to the condition in which it was received. (See Addendum A for University equipment supplied.) If staff member provides own equipment, he/she is responsible for servicing and maintaining it.

7.2 The staff member is responsible for the safety and security of University equipment, software, data, supplies and furniture at the staff member's home. This includes maintaining data security and record confidentiality to at least the same degree as when working at the primary work site. The staff member may not duplicate University-owned software and will adhere to the manufacturer's licensing agreement.

7.3 The following outlines the type of equipment and systems that are required for this arrangement and who will be responsible for costs associated with their purchase, set-up and maintenance.

7.3.a. (Name of Division or department) will provide: (Please list all equipment and supplies that will be provided) if needed for the staff member to do his/her job.

7.3.b. Expenses will be covered as follows:

EXPENSES	
ITEM	PAID BY
Space Set Up Costs: (i.e. telephone lines)	
Other Flexplace Site Expenses:	

7.3.c. The staff member will be reimbursed for: (Please list.)

8. Home Space

8.1. (Name of Division or department) strongly recommends the staff member set up a separate area for work in his/her home. Equipment should be placed where it is adequately supported. Electronic equipment should be plugged into properly grounded electrical outlets. The staff member should contact the University's Risk Management Office for guidance with respect to safe placement and installation of equipment. The university has the right to visit the staff member's home/off-site work area to be sure it meets university standards for safety, security, and working conditions. Such visits would be scheduled in advance.

9. Taxes

9.1. It is the staff member's responsibility to determine any income tax implications of maintaining a home/off-site office. (Name of Division or department) will not provide tax guidance nor assume any additional tax liabilities. It is recommended the staff member consult a qualified tax professional to discuss income tax implications.

10. Meetings

10.1 Attendance at meetings at the worksite will be required (describe frequency here). The costs associated with travel to attend these meetings will be covered by (fill in who will be expected to cover these costs and describe any special circumstances that may apply to the assignment of these expenses).

11. Additional Provisions

11.1. Additional provisions for this arrangement include: (Please List)

I have read the above and discussed the terms and conditions with the undersigned supervisor.

EMPLOYEE SIGNATURE _____ DATE _____

SUPERVISOR SIGNATURE _____ DATE _____

SCHOOL/CENTER LEADERSHIP _____ DATE _____