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**FLEXPLACE PARTICIPATION AGREEMENT**

**DEFINITION OF TERMS:**

**Flexplace** is an alternate method of meeting the needs of the Employer and Employee by allowing the Employee to work away from the regular office. Participation is voluntary subject to the Employer'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#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EMPLOYEE Official Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Principal School or College: School of Medicine**

**Department/Division/Work Unit\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**JUSTIFICATION NARRATIVE (From Supervisor):**

Please provide brief description of the work performed and why this arrangement is being requested.

**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 state 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.

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 Employer 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 Employer. Equipment and supplies purchased with state funds remain state property and their use is limited to the Employee for purposes of official state business. If borrowed or purchased, the Employer will maintain and service such hard/software. If Employee-owned, Employee is responsible for service and maintenance. Employer does not assume liability for loss, damage, or wear of Employee-owned hard/software.

Employee understands that the Employer may make on-site visits during normal business hours to determine that the work space is safe and to maintain, repair, install or retrieve state-owned equipment, software and/or supplies. All state-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 Employer 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 Employer may require 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 Employer 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 Employer 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.

A work plan with expected delivery dates has been mutually agreed upon.

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 Employer 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 state and agency rules, 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:

Alternate work location address:

Alternate phone number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee will work at home \_\_\_\_\_ days per week or \_\_\_\_\_ days per month.

Work hours and schedule will be as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The following IT equipment will be used at the alternate location:

The equipment will be provided by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

List asset tag numbers if equipment will be provided by the University in box below (If available):

The following IT Security Measures will be taken:

* University Remote Access will utilized (remote.ucdenver.edu)

Or

* The following data security measures will be taken (please describe):

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:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional conditions agreed upon:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The following performance management measures have been 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:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

Department Director of Finance and Administration Date

Approved by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

Appointing Authority Name/Signature (refer to matrix below) Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

Associate Vice Chancellor for Human Resources Date

Agreed to by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

Participant/Employee Name/Signature Date

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| --- | --- |
| Denver Campus Schools/Colleges | Provost |
| Anschutz Campus Schools/Colleges (except SOM) | Provost |
| School of Medicine | Assistant Dean for Administration and Finance |
| CU Denver South | Vice Chancellor |
| Consolidated Departments: | Department AVC |
| -OIT, HR, Facilities, Budget, Finance, Grants |  |
| Police | Chief |
| Advancement | Campus Chancellor |
| Communications | Campus Chancellor |
| CU Innovations | Campus Chancellor |
| Institutional Research | Provost |
| Ombuds | Provost |
| VCASA Departments | Provost |
| Libraries | Provost |
| Office of the Provost | Provost |
| Regulatory Compliance: | VC Research |
| -CCTSI, COMIRB, EH&S, HIPAA, IACUC, Research Admin |  |