



FLEXIBLE WORK AGREEMENT

This Agreement establishes the terms and conditions of participation in a remote work arrangement. This document is intended to ensure that both the supervisor and the employee have a clear and shared understanding of the employee’s remote work arrangement and university expectations.

This Agreement is not a contract of employment and does not provide any contractual rights to continued employment. It does not alter or supersede the terms of the existing employment relationship. The employee’s employment with the College remains at-will. The College may terminate the employment relationship or remote work agreement at any time.

This Agreement and the remote work arrangement are in the context of and subject to Prescott College’s Flexible Work Policy.

A. Parties of Remote Work Agreement

This is a work agreement between Prescott College and the employee listed. The employee voluntarily agrees to participate in this remote work arrangement and to follow applicable guidelines and policies. The terms of this agreement do not constitute a benefit or entitlement and is subject to the college’s policies and work rules – the agreement is voluntarily agreed to by the supervisor and employee.

Department:	Employee Name:
Agreement Start Date:	Agreement End Date (1 year recommended):

This agreement is valid for the time indicated above or until canceled by either party with at least 30 days advance notice or upon shorter notice in any event where the terms of this agreement are violated or the operational needs of the department or college change. Employees who transfer to other departments will need to complete a new FWA.

B. Remote Work Plan

The employee understands the job duties, how work will be reviewed and how supervision will be provided. The supervisor has provided specific expectations by the employee’s supervisor related to remote work, including availability, schedule, etc.

C. Employee Remote Work Site

It is imperative for the college to know the employee’s primary remote work site for both legal and compliance purposes. It is the employee’s responsibility and obligation to maintain their approved remote work site in accordance with this agreement and will not change their primary remote work site without prior approval. Any change to a primary remote work site will require a new/updated agreement to be completed, approved, and signed by the supervisor and the employee.

It is the employee’s responsibility and obligation to promptly update their W-4 tax withholding information in Paycor and to notify the Payroll Office if their remote work site changes states.

The employee is responsible for providing a suitable and professional work area where conversations will not be overheard, and where any documents or other materials can be used and maintained in a confidential manner. In signing this agreement, the employee verifies that the remote work site provides workspace that is always safe and secure.

Enter the employee remote work site information below.

Address:		City:	
State:	Country:	ZIP Code:	Telephone #:

D. Terms and Conditions of Employment

Terms and conditions of employment, including pay, benefits, leaves, hours, and other terms, do not change upon entering this agreement. Employees must continue to follow all college policies, agreements, practices, and procedures. Employees may be subject to discipline, up to and including termination of employment, for failure to comply with those policies, agreements, practices, and procedures and/or for violating the terms of this Flexible Work Agreement.

Onsite Work Presence: There may be times outside of what is regularly scheduled, and at the unit/supervisor’s discretion, or when the operational needs of the college or department require the employee’s presence on campus.

E. Costs

Unless otherwise specifically provided in this agreement, the employee is responsible for all expenses related to remote work including, but not limited to, internet connectivity, cell phone usage, office furniture, and commuting. Employees working remotely will be responsible for acquiring, maintaining, and assuming the cost of reliable internet connectivity that meets all job-related duties, including desired methods of communication as directed by the supervisor.

Employees will request supplies through the college following the same process used by those working on the college campus.

F. Performance

The evaluation of the employee's job performance is based on established standards through the annual review process and does not change based on work location.

G. Time Worked

Employees working remotely who are entitled to overtime under the Fair Labor Standards Act or union contract will be required to accurately record all hours worked.

H. Information Security

Employees working remotely must comply with the Prescott College's Acceptable and Responsible Use – Information Technology – Policy (1235) and apply any other safeguards that are designated by Prescott College to protect information from unauthorized disclosure or damage. Institutional data must not be stored on an employee's personal computer/device. All records, papers, and correspondence must be safeguarded for their return to the office.

I. Liability

Prescott College will not be liable for damages to the remote work site resulting from participation in this agreement. In signing this agreement, the employee agrees to hold the college harmless from and against all claims, excluding workers' compensation claims, arising from the employee's participation in the flexible work arrangement.

Tax Liability: The tax consequences of remote work are the employee's responsibility, and the employee agrees to indemnify and hold Prescott College harmless from any tax consequences or liabilities associated with this remote work arrangement. Employees are encouraged to seek professional advice in this area.

J. Work-Related Injuries

The employee is responsible for reporting work-related injuries that occur at the remote work location to their supervisor at the earliest possible opportunity, in compliance with college policies.

K. Child Care

The employee is responsible for ensuring that work is completed, even outside of the core work hours to accommodate dependent care.

L. Travel

Remote employees will be reimbursed for travel to campus, except if the travel is considered

within the local commuting area (including Phoenix).

Remote employees will be reimbursed for travel from their remote working location for official college business, following the Prescott College Travel Policy (400).

M. College Policies

A remote work arrangement does not alter an employee’s work relationship with the college, nor does it relieve an employee from the obligation to observe all applicable university rules, policies, and procedures.

The parties have read and understand this agreement and agree to the duties, obligations, responsibilities, and conditions described within. The Agreement does not alter or supersede the terms of the existing employment relationship. The employee understands that Prescott College may modify or discontinue the Flexible Work Policy at any time with 30 days’ notice or shorter notice. This agreement replaces and supersedes all prior telecommuting or remote work agreements and/or arrangements. The employment relationship between Prescott College and the employee shall be governed by the laws of the state of Arizona and this agreement shall be construed under the laws of the state of Arizona.

Employee Name	Employee Signature	Date
Supervisor Name	Supervisor Signature	Date

Office Use Only

Date Computer Stipend Paid (if authorized): _____