

FLEXIBLE WORK ARRANGEMENT AGREEMENT

This Flexible Work Arrangement Agreement (the “Agreement”) specifies the conditions applicable to a University approved flexible work arrangement, per the University’s [Staff Flexible Work Policy](#). This agreement may be revised, modified and/or terminated at any time in the sole discretion of Villanova University.

Any updates or subsequent changes to this flexible work arrangement will require a new agreement. All Flexible Work Arrangements must be reviewed quarterly by supervisors.

General Information

Employee Name:

Supervisor:

Department/Unit:

The flexible work arrangement begins on _____ **and is approved through** _____

FLSA Status:

Exempt
Non-Exempt

Employment Classification:

Full Time
Part Time

Type of Flexible Work Arrangement:

Flex Schedule
Work Schedule: _____ a.m. to _____
Other notes: _____

Remote Work

The approved number of day(s) per week working remotely:

The approved alternate work site is (Specify location):

Other notes (Specific regular remote days, if applicable):

Terms and Conditions of Flexible Work Arrangement

The employee has voluntarily requested this flexible work agreement for their own convenience and agrees to adhere to all applicable guidelines, pursuant to the Staff Flexible Work Policy. The employee’s manager has reviewed the employee’s request, recommended approval of the employee’s request, and agrees to adhere to all applicable guidelines. The manager also affirms that they have the support of their area VP/Dean to approve this request.

The manager and employee should review the Flexible Work Arrangement Agreement every three (3) months, and if necessary, revise the work arrangement.

- A. Pay and Classification.** The employee must continue to work in their current FLSA status while working an alternate schedule and/or from an approved alternate location. All pay, leave, and benefits will be based upon the employee's official FLSA classification. This arrangement will not adjust the employee's current classification.
- B. Attendance.** Employee's time and attendance will be recorded as performing official duties of their official position classification. If non-exempt, the employee remains responsible for accurate and timely completion of their timesheet.
- C. Overtime (If non-exempt).** Employee may not work additional hours (greater than 35/week) or overtime (greater than 40/week) at any work site without advance approval from their manager. By entering this agreement, the employee agrees that failing to obtain proper approval for overtime work may result in their removal from the Flexible Work Arrangement and/or other appropriate action.
- D. Leaves of Absence.** Employees must obtain manager approval before taking leave in accordance with established policies and office procedures.
- E. Accessibility.** The use of a flexible work arrangement does not excuse an employee's attendance, if necessary, at meetings, training sessions, or similar events or occurrences scheduled on days or at times when the employee would customarily not be working or would be working remotely due to a flexible work option.
- F. Performance and Expectations.** The employee is expected to meet the performance standards for the position and comply with all departmental and University policies and procedures. Recognizing that effective communication is essential for flexible work arrangements to be successful, the employee agrees to remain accessible and respond in reasonably prompt timeframes during designated work hours, and understands that management retains the right to modify this agreement in its sole discretion.
- G. Work Environment and Injury Reporting (Remote Work).** The employee agrees to maintain a safe and secure work environment. The employee agrees to allow the University access to assess safety and security, upon reasonable notice. The employee agrees to report work-related injuries to the manager at the earliest reasonable opportunity. The employee agrees to hold the University harmless for injury to others at the alternate work site.
 - a. Equipment.** The employee agrees to use University-owned equipment, records, and materials for purposes of University business only, and to protect them against unauthorized or accidental access, use, modification, destruction, or disclosure. The employee agrees to report to the manager instances of loss, damage, or unauthorized access at the earliest reasonable opportunity. The employee understands that all equipment, records, and materials provided by the University shall remain the property of the University. The employee agrees to return University equipment, records, and materials within 5 days of termination of this agreement. All University equipment will be returned to the University by the employee for inspection, repair, replacement, or repossession with 5 days' written notice. The employee understands that they will be issued University IT equipment only as necessary to effectively perform their duties. This usually includes one of each of the following: a laptop computer, a monitor, keyboard, mouse, and university phone number. The department is not required to provide any additional equipment or office supplies to support a remote work arrangement. Employees

who wish to have additional equipment or office supplies at their remote work location will need to purchase them using their own resources and will not be entitled to reimbursement, unless a special situation is approved in advance through their department and/or the Office of Human Resources. The employee understands that the University's insurance does not cover any employee owned property or equipment that is used in conjunction with remote work. The University's insurance only covers University owned equipment. In the event of loss or damage to University owned equipment, the employee agrees to notify their manager at their earliest opportunity.

- b. **Vehicle use (remote work only).** The employee understands that their personal vehicle will not be used for University business unless specifically authorized by the manager.

H. Modification or Termination of Agreement.

Management has the right to remove the employee from the flexible work program at any time, but will strive to provide 30 days' advance notice, if possible. Employees may be withdrawn from the flexible work program for reasons to include, but not limited to, declining performance and organizational benefit. Such withdrawal must be accomplished in accordance with established policies and procedures. In the event that the supervisory reporting relationship changes, this flexible work agreement is not binding and may be subject to review or cancellation.

- I. **Tax Implications.** The employee understands that they are responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.
- J. **Employment Status.** The employee understands that all obligations, responsibilities, terms and conditions of their employment with the University remain unchanged, except those obligations and responsibilities specifically addressed in this Agreement.

Employee Acknowledgement

I hereby affirm by my signature that I have read the Staff Flexible Work Policy and this Flexible Work Arrangement Agreement, and understand and agree to all of its provisions. Furthermore, I understand that this Agreement is subject to change based on the business needs of my department and the University.

Employee Signature: _____

Employee Printed Name: _____

Date: _____

Supervisor Acknowledgement

I hereby affirm by my signature that I have read the Staff Flexible Work Policy and this Flexible Work Arrangement Agreement, and understand and agree to all of its provisions.

Manager/Supervisor Signature: _____

Manager/Supervisor Printed Name: _____

Date: _____

*Signed and approved Flexible Agreements must be sent to
HRFWP@villanova.edu with your HR Campus Partner copied.*