

Ferris State University
Human Resources
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HYBRID WORK AGREEMENT FORM 2023-2024

Please note that prior to approval of hybrid work, the employee, the supervisor, and Divisional leadership must agree on the terms of the Hybrid Work Agreement and document agreement by completion of this form.

Employee Information

Name: _____

Job Title: _____

Department: _____

Address of remote worksite: _____

The employee agrees to work at the designated site on the days specified in the agreement as defined below and pursuant to the Hybrid Work policy. Any change of location must be approved in advance by the supervisor.

Requested Terms of Hybrid Work Agreement

Start Date: _____ End Date: _____

Please note the end date cannot extend beyond-one year and must be reviewed and updated annually.

Hybrid Work Agreements will be reviewed sixty (60) days after the initial start date in the fiscal year. If there are concerns at the sixty (60) day review, a second review will occur at ninety (90) days from the start of the agreement. If the concerns are not addressed at the ninety (90) day review, the agreement will be ended. Review will include meeting with the supervisor to determine that the hybrid work arrangement is meeting the needs of the department and supports student recruitment, retention, and success. The review process must be documented on the Hybrid Work Agreement form and submitted to Human Resources for inclusion in the personnel file.

60-day review date _____ Employee Initials _____ Supervisor Initials _____

Date of additional review, if needed _____

Please provide the specific work schedule below. Any change must be approved in advance by the supervisor. Please see policy regarding locations of hybrid work and allowable time per week.

| Day of the Week | Location | Hours |
|------------------------|-----------------|--------------|
| Monday | | |
| Tuesday | | |
| Wednesday | | |
| Thursday | | |
| Friday | | |
| Saturday | | |
| Sunday | | |

Summary

Ferris State University considers hybrid work to be a viable work arrangement in cases where the job, the individual and the supervisor are well-suited to such an arrangement, while maintaining the focus on student recruitment, retention, and success. Generally, student facing positions are not appropriate for hybrid work arrangements. Most positions have a primary campus work location designation at an FSU owned or leased facility. Alternative locations may be supported for short periods and do not change the primary work location for a position. Employees may work from alternative locations, such as their home, for part of their regular work week. It is not the intent of these guidelines for any position that has been assigned a campus work location to transition to a 100% remote work position. Transition of a position from a campus work location to a 100% remote work position must be approved by the divisional Vice President after consultation with Human Resources.

Suitability for hybrid work is based upon the job assignment and the individual employee and is to be determined in consultation with the employee's supervisor, the divisional leader (e.g., Associate Vice President, Dean, Director) and Vice President/President.

Informal hybrid work arrangements, such as working during business travel or a one-day event, do not require completion of a Hybrid Work Agreement form. Hybrid work arrangements, which are long-term, short term and/or reoccurring require the completion and approval of the Hybrid Work Agreement form.

Individuals who meet or exceed performance standards are typically good candidates for hybrid work arrangements. Individuals in corrective action or on a performance improvement plan are not eligible for hybrid work arrangements.

Non-exempt employees are subject to FLSA regulations. Any hours worked over 40 in a workweek must be authorized in advance by the supervisor and the employee must be paid overtime. Non-exempt employees should have a defined meal period. Employees are expected to utilize Time Clock Plus to document their hours per their normal protocol.

Attendance

Employees must obtain supervisor approval before taking any leave in accordance with established procedures. Human Resources must be contacted regarding any leaves of absence in advance of a leave. All sick and vacation time must be recorded in Time Clock Plus.

Employee Responsibilities and Obligations

- All job responsibilities and conditions of employment apply as if the employee were working at the primary worksite.
 - Employees will comply with all University rules, policies and procedures that would be in effect if the employee were working at the primary worksite. Employees must notify their supervisor immediately of any situation that interferes with their ability to perform their jobs.
 - Employees agree to all requirements as outlined in the Hybrid Work Interim Guidelines.
 - Work developed or produced during remote work away from the primary worksite remains the property of Ferris State University.
 - A hybrid arrangement is not a substitute for long-term child/dependent care. Employees are required to make child/dependent care arrangements during the agreed-upon work hours. The University may ask the employee to provide child/dependent care information.
 - Employees must certify that the remote work environment is safe and the same safety habits that would be used at an on-campus site are being practiced (see attached checklist and Hybrid Work Interim Guidelines).
 - Hybrid employees are encouraged to contact their insurance agent for any information regarding home worksites and coverage for equipment that is damaged, destroyed, or stolen.
 - An employee who has an approved Hybrid Work Agreement is not entitled to reimbursement for travel mileage to attend work meetings.
 - Tax deductions (i.e., home office deductions) are not applicable if the hybrid work is for the convenience of the employee. The employee should seek professional advice for any questions or concerns regarding tax issues.
 - Failure to follow policies, procedures, and practices may result in termination of the arrangement and/or disciplinary action.
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Work Details

Employee Telephone Number: _____
 (where employee can be reached during hybrid hours)

Supervisors and employees must review the following prior to entering into a Hybrid agreement:

- ┘ How calls received for employee while the employee is working during the hybrid schedule will be handled.
- ┘ Development of a plan on how work assignments will be performed at the non-Ferris worksite.
- ┘ Review job performance standards and expectations of how they are to be maintained while employee is working a hybrid schedule.
- ┘ Discuss how the employee’s performance will be assessed and the frequency of assessment.
- ┘ Set expectation on how the employee and supervisor will communicate.
- ┘ Develop a plan and set expectation for how communication with others at the University will be handled.
- ┘ If University-owned equipment fails at the remote site, review the expectation that the employee returns to FSU on-site work location during any down time.
- ┘ Describe records/files the employee is allowed to keep at the remote site. Develop plan and set expectation regarding measures that will be in place to maintain security of documents/data.
- ┘ Ensure a clear understanding of the Hybrid Work Agreement policy.

Hybrid Resources Checklist

| Equipment/Furniture/Supplies | Provided by Employee | Provided by Ferris State | Insured by Employee | Insured by Ferris State |
|---|----------------------|--------------------------|---------------------|-------------------------|
| Cell phone | | | N/A | N/A |
| Cell phone options (email, internet access, etc.) | | | N/A | N/A |
| Internet | | N/A | N/A | N/A |
| Laptop | NA | | | |
| Other: please describe: | | | | |

Applicable Terms

Workers' Compensation

The Hybrid employee is covered by workers' compensation for an injury or illness resulting from performing official duties at the designated site. The employee must authorize access to appropriate officials at the remote site to perform safety inspections and/or investigate a workers' compensation claim.

Property and Equipment

Home worksite equipment shall generally be provided by the employee. If equipment is provided by Ferris State, such equipment shall be used by the employee exclusively.

The employee agrees to take reasonable steps to protect any University property from theft, damage, or misuse. This includes maintaining data security and record confidentiality. The employee will comply with all copyrights and licensing agreements for all software owned by the University. Depending on the circumstances, the employee may be responsible for any damage of, or loss of, University property based on the discretion of the University.

The employee is responsible for maintenance and repair of these items unless other arrangements have been made in advance and in writing with the supervisor/manager's approval. The University assumes no responsibility for any damage to, depreciation of, or loss of the employee's personal property that may be used at home (or another remote worksite) for Ferris State business. Ferris State may pursue recovery from the remote employee for university property that is deliberately or through negligence damaged or destroyed while in the employee's care.

The employee will return University equipment, records, and materials, upon request and/or termination of the Hybrid work agreement. The employee may be responsible for any costs necessary to return, repair, or replace University property. If University property is not returned upon request, at the end of a Hybrid work situation or upon termination, the employee (or former employee) is responsible for all costs to replace any unreturned equipment.

If the employee is unable to meet work obligations due to equipment issues, the employee will notify their supervisor and will be required to travel to the workplace to perform their job functions until the issues are resolved. The employee agrees to report to their supervisor/manager instances of loss or damage to university property or known unauthorized use or access to university systems or data.

Property Insurance

The University has an insurance program to insure its property wherever it is approved for use.

In the case of any damaged or lost equipment, the University must be contacted as soon as possible for assistance in filing a claim. The University is not liable for personal property.

Data Security

Employees may find the need to take University confidential information off-site to remote location in either paper or electronic form. In order to ensure the security and confidentiality of sensitive information, employees must take appropriate safeguards to protect the integrity of data and prevent unauthorized disclosure such as by not sharing passwords with others or implementing screensavers.

External computers that are used to administer University resources or access sensitive information must be properly configured and secured and the employee must have prior approval from their supervisor to use personal property for accessing systems and records (excluding email). Employees are required to connect to the University's network through the Virtual Private Network (VPN), have personal firewall software installed, and be running current virus protection software.

When accessing sensitive data remotely, it is prohibited to store sensitive data (such as Social Security Numbers, student records, credit card numbers) onto local hard drives, flash drives, or other external media (including laptops and smartphones). Employees should only save files to a server that is maintained by the University.

Employees working with a Hybrid Work Agreement must have Multi Factor Authentication in place as directed by the University.

All employees must follow all University policies and procedures relating to the security and integrity of sensitive data.

The employee will protect University information from unauthorized disclosure or damage and will comply with federal, state and university rules, policies, and procedures regarding disclosure of public and official records. Work done at the employee's remote site is regarded as official University business. All records, documents, and correspondence, either in paper or electronic form must be safeguarded for return to the University. Release or destruction of records should be done only in accordance with university policy and procedure and with the knowledge of the employee's supervisor. Electronic/computer files are considered University records and shall be protected as such.

The employee will ensure compliance with FERPA, HIPAA and other policies/regulations associated with confidentiality and security of information. If the employee is unfamiliar with the requirements of these or other regulations regarding security of information, they will notify their supervisor for further assistance.

University Records and Files

All University records and files temporarily stored at a remote location remain the property of Ferris State products, documents and records that are used, developed, or revised must be copied and/or returned to the University when requested, at the end of the Hybrid agreement and/or at the termination of employment. The employee will protect all confidential University documents from unauthorized access.

Personal Property Liability

The University will not be liable for damages to the remote employee's property resulting from the Hybrid agreement.

Termination of Agreement

By signing this agreement, I state that I have read and understand the Hybrid Work HRPP and all other pertinent policies, procedures and guidelines and agree to the terms and conditions set forth by this agreement. I believe that my work can be completed within the above schedule and location with no loss of service or disruption to others in my department, the University, or customers. I understand that it is my responsibility to make my hybrid arrangement a success. A supervisor or other Administrator may terminate or modify the arrangement at any time at the discretion of the University.

I certify that my remote work environment is safe and the same safety habits that would be used at an on-campus site are being practiced. If I have questions, I understand it is my responsibility to contact Risk Management and Human Resources.

I agree with the conditions for use of Ferris State University equipment, and/or data, and the nature of the equipment, to be provided for or paid for by the department as outlined in this agreement.

Employee Signature

Date

Employee Name (printed/typed)

Supervisor Signature

Date

Supervisor Name (printed/typed)

Associate Vice President, Director, or Dean Signature

Date

Vice President or President Signature

Date

Copy: Human Resources hr@ferris.edu