

<b>University Policy Number:</b> UP-03-01		<b>Effective Date:</b> March 13, 2020, Revised July 12, 2022	
<b>Subject</b>	Flexibility in the Workplace (Formerly: Telecommuting Policy)		
<b>Authority</b>	Article IX, Section 7(c), Florida Constitution		
<b>Applicability</b>	Eligible FAMU Employees		
<b>Related</b>	N/A		

**I. POLICY PURPOSE AND INTENT**

This Policy establishes the authority for the President and designees to provide flexibility to eligible University employees in performing Florida Agricultural and Mechanical University work at an alternative worksite, if it is in the best interests of the University.

**II. STATEMENT OF POLICY**

Flexible work arrangements promote administrative efficiencies, continuity of operations, and sustain the recruitment and retention of a highly qualified workforce by enhancing work/life balance. The President, Provost, and Vice Presidents can establish a Flexible Work Program (Program) for positions designated as eligible to perform work at an alternative worksite other than on the University’s main or branch campuses. Employees must be in a permanent status and the position must be designated as a position eligible for fully remote work or telecommuting to participate in a flexible workplace arrangement. An employee does not have a right to work fully remotely or telecommute, and a Flexibility in the Workplace Agreement does not change the nature of the employment relationship or the terms and conditions of employment. The University may rescind fully remote or telecommuting arrangements at any time. Employees who participate in the program are subject to the same University regulations, policies, or procedures as other University employees in the same classification.

**III. DEFINITIONS**

A. Adverse Impact – A negative impact to the University due to an employee’s physical absence from the official worksite. This would include, but is not limited to, the following:

(1) A reduction of the work unit’s productivity. Examples include:

- (a) An employee’s or work unit’s inability or reduced ability to perform required tasks.
- (b) An employee’s or work unit’s failure to meet performance goals.
- (c) An employee’s or work unit’s unsuitability for alternative work.
- (d) A reduced level of work unit teamwork and communications.
- (e) Physical or technological barriers to productivity at an alternative worksite.
- (f) A reduced level of services provided to the University’s customers. Examples include, but are not limited to, the following:
  - 1. Not enough worksite staffing.
  - 2. An employee’s or work unit’s inability or reduced ability to provide essential services, products, and support to the University’s customers.

(2) An increase in the cost of University operations. Examples include, but are not limited to, the following:

- (a) The cost of authorized overtime to carry out unit operations.
  - (b) Not enough resources to provide ongoing communications, data security, or other University equipment and resources needed to perform tasks at the alternative worksite.
- B. Alternative Worksite – The participating employee’s approved work location.
- C. Confidential Information – Information that is prohibited from disclosure under the provisions of applicable state or federal law, rules, or regulations.
- D. Eligible Employee – A University Support Personnel Services (USPS), Administrative and Professional (A&P), Faculty, Administrative and Professional Executive Services (A&P EX), or Other Personal Services (OPS) employees, whose position, job duties, work habits, performance record, and alternative worksite are suitable for participation in the Flexibility in the Workplace Program.
- E. Official Worksite – The University’s main or branch campuses where the employee is assigned. An employee may have only one official worksite.
- F. Regular Basis – Scheduled telecommuting away from the official worksite that is approved, planned, recurring, and predictable.
- G. Fully Remote Work- a formal agreement between the employee and the University which allows the employee to perform all of his/her usual job duties at an established alternative worksite, with no in-office time or travel required to the official worksite.
- H. Telecommute – A work arrangement allowing employees to conduct all or some of their work away from the official worksite during their contracted work hours on a regular basis. Telecommuting is also known as “telework.” The terms “telework” and “telecommuting” are often used interchangeably. Telecommuters’ schedule includes work at the official and alternative worksites.
- I. Telecommuter – An employee who conducts all or some of their work away from the official worksite during their contracted work hours on a regular basis.
- J. Flexibility in the Workplace Agreement – The agreement between an employee approved to work at an alternative worksite and the University that provides the terms and conditions of the employee’s participation in the Flexible Workplace Program.
- K. University-managed Device – A device not owned by the University, but which the University ensures the hardware and software used complies with University standards.
- L. University-owned Device – A computing, telecommunication, or storage device, including associated hardware and software licenses, purchased with University funds and used for official purposes only. The University is responsible for the configuration and maintenance of University-owned devices.

#### IV. PROCEDURES

- A. The President, Provost, and Vice Presidents have the authority to:
  - (1) approve or disapprove eligible employee requests for fully remote work or telecommuting under their direction and may authorize the use of University-owned devices, equipment or services;

including telecommunication lines.

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- (2) require and approve or disapprove a Flexibility in the Workplace Agreement between an employee and the University, which incorporates specific terms and conditions of the flexible work arrangement to include, without limitation, location, work hours, duration, expenses to be paid by the employee and University, equipment and services to be provided by the University and the employee, and termination;
- (3) approve or disapprove the alternative worksite, work hours, and duration of the flexible work arrangement;
- (4) approve or disapprove time, attendance, and leave, including overtime and compensatory leave for employees who participate in the program in accordance with University regulations, policies and/or procedures regarding time, attendance and leave;
- (5) rescind the Flexibility in the Workplace Agreement with the employee at any time and direct said employee to return to the physical location of the University's main or branch campuses or terminate fully remote employment.

**B. Time, Attendance, and Leave**

- (1) Supervisors and Flexible Work Program employees shall adhere to all University regulations, policies and procedures regarding time, attendance and leave.
- (2) Time, attendance and leave shall be recorded as if the employee were performing work at the physical location of the University's main or branch campuses.
- (3) Employees participating in the Flexible Work Program shall obtain supervisory approval prior to taking leave or working overtime in accordance with University regulations, policies and/or procedures.

**C. Equipment and Services**

- (1) Any flexible work that requires the expenditure of University funds for equipment, services or reimbursements must be pre-approved prior to incurring the expense.
- (2) Typically, the University will provide equipment and materials needed by employees to perform their duties effectively; however, the University will not duplicate resources between the central workplace and the alternate work location. Employees approved for remote work agreements may use university-owned equipment only for legitimate university purposes.
- (3) Employees are responsible for protecting University-owned equipment from theft, damage, and unauthorized use. The University will maintain, service, and repair University-owned equipment used in the normal course of employment. The University will stipulate who is responsible for transporting and installing equipment and returning it to the central workplace for repairs or service.
- (4) The remote work agreement may also permit employees to use their equipment, provided the Chief Information Officer or designee has approved the use of such equipment. When employees are authorized to use their equipment, the University is not responsible for their equipment's cost, repair, or service, unless otherwise expressly agreed to in advance in the remote work agreement.

**D. Costs**

- (1) The University shall not be responsible for operating costs, home maintenance, any other incidental costs (e.g. utilities and security) associated with the use of the approved alternative worksite (e.g. employee's residence), or employee-owned equipment used in telecommuting.
- (2) The employee does not waive the right to be reimbursed for pre-approved expenses incurred while conducting official business for the University.

**E. Liability**

- (1) The University shall not be liable for damages to the employee's personal property resulting from participation in the Flexible Work Program. The employee agrees to hold the University harmless against any and all claims, excluding workers' compensation claims.
- (2) Employees participating in the Flexible Work Program shall be financially responsible for University-owned equipment that is stolen, damaged and or destroyed during the flexible work arrangement. Such financial responsibility shall include the repair and/or replacement in accordance with procedures set forth in applicable University regulations, policies and/or procedures.

**F. Workers' Compensation**

The employee is covered by workers' compensation if injured in the course of performing official University duties at the approved alternative worksite.

**G. Out-of-State/International Compensation**

Due to the financial and legal complexities of working outside of Florida or the United States, supervisors should only implement fully remote agreements with employees who are located within the state of Florida. University departments must consult with the Office of Human Resources before considering assigning or hiring employees whose alternative worksites are in locations outside of Florida or the United States.

**H. Verification of Safety**

In executing the Flexibility in the Workplace Agreement, the employee certifies that the approved alternative worksite provides a workspace that is free of safety and fire hazards. The President, Provost, Vice President and/or designee may authorize designated staff to audit and/or review the alternative worksite to ensure compliance with this Policy and/or any other University regulations, policies and/or procedure.

**I. Information Security and Records**

Employees participating in the Flexible Work Program shall apply safeguards approved by the University to protect University records and information, including, but not limited to, student education records that are protected by the Family Educational Rights and Privacy Act (FERPA), electronic or otherwise, from unauthorized disclosure, dissemination or damage. All records, papers and correspondence must be maintained and safeguarded for their return to the University.

**J. Job Performance and Location**

- (1) Job performance will be based on established standards in accordance with the performance procedures outlined in University regulations, policies and/or procedures.
- (2) Flexible Work Program employees shall perform any and all University business at the physical location of the University's main or branch campuses or the approved alternative worksite only.

K. Annual Performance Evaluations.

- (1) Supervisors shall perform and provide an annual performance evaluation of the specific performance expectations of the Flexible Work Program employee. Supervisors shall annually evaluate the employee based on established standards in accordance with evaluation procedures outlined in University regulations, policies and/or procedures.
- (2) Employees must at least “achieve” or “meet” all satisfactory performance standard ratings in order to participate and remain in the Flexible Work Program.
- (3) Employees shall not participate in the Flexible Work Program while on a performance improvement plan (PIP).

L. Penalties for Non-Compliance.

- (1) Florida law prohibits participating Flexible Work Program employees from conducting face-to-face University business at any residence. Any failure of the eligible employee to comply with this provision will result in the following:
  - (a) Immediate termination of the Flexibility in the Workplace Agreement; and the return of the employee to the official work site of the University's main or branch campus, and/or
  - (b) Imposition of appropriate disciplinary action, up to and including dismissal from University employment.

M. Training for Managers and Supervisors.

The University encourages the successful and appropriate use of remote work by providing supervisors and managers training to manage teleworking employees effectively. The University will guide managing an employee's performance expectations.

N. Exceptions to the Remote Work Agreement Requirement.

- (1) It is accepted for teaching and research faculty to carry out their work with varied schedules on campus and at alternate locations. Usually, a formal remote work agreement will not be required for faculty unless the regular work assignment is consistently at an alternate location (i.e., not the standard assigned office). On occasion, a department may also determine that employees may need to work at an alternate work location for a short period to accommodate unusual circumstances, such as a brief office closing for renovations or relocation. In such cases, the formal Flexibility in the Workplace Agreement is not required but should be documented for department files by memorandum or email, specifying work expectations and duration.
- (2) Emergencies and Other Unexpected Contingencies. In the event of an emergency, including but not limited to a pandemic, fire, or other significant disruption to facilities or the physical operations of departments, supervisors are authorized to establish remote work arrangements with qualified employees for a limited duration with the permission of the department head.

O. Exemptions

(1) This Policy does not apply to the following:

- (a) job duties performed while in travel status
- (b) contractors or contractors' employees.
- (c) employees who provide direct care to dependents at the alternative work site during University business hours.
- (d) employees away from the work site while on workers' compensation leave.
- (e) employees who are on sick leave or Family Medical Leave.
- (f) employees who are on administrative leave.
- (g) employees who are on annual leave.

P. Tracking Effectiveness of the Flexibility in the Workplace Program

The University shall establish and track performance measures of the Program. Such measures must include, but need not be limited to, those that quantify financial impacts resulting from the telecommuting program.



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7/12/2022

Date



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