

Flexible Work Agreement

Employee Name (First and Last): _____	Employee Email: _____
Banner ID: _____	Job Title/Classification: _____
Supervisor Name (First and Last): _____	Supervisor Email: _____
Department: _____	Program: _____
Begin Date: _____	*End Date: _____
Hybrid or Remote Work Location: _____	Employee Cell/Landline: _____

Hybrid Work: Flexible work arrangement in which an employee, under an approved Flexible Work Arrangement Agreement, performs the duties and responsibility of such employee’s position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work and is required to work in the office location at minimum three days a week.

Remote Work: Flexible work arrangement in which an employee, under an approved Flexible Work Agreement, is scheduled to perform work at an alternative worksite and is not expected to perform work at an agency worksite on a regular and recurring basis. A remote worker’s official worksite may be within or outside the local commuting area of the College.

The purpose of this Flexible Work Agreement (“Agreement”) is for the employee and supervisor to have a clear, shared understanding of the employee’s flexible work arrangement. Each remote arrangement is unique depending on the circumstances, needs of the position, supervisor, and employee. While working, you are expected to work full workdays and complete all tasks of your employee classification and job description from the site location specified below. Physical presence on a Northern New Mexico College (NNMC) campus is not routinely expected, though you may be required to come to a physical NNMC location for specific activities at the direction of your supervisor or management. Any travel from your remote site to other locations during the time period of this Agreement must follow the travel policy if applicable for reimbursement.

If not already provided for in the terms of your contract of employment, this Agreement amends your contract of employment with respect to your post of duty or location only, and it does not provide a right to continue with the Agreement as your circumstances or the needs of NNMC change. NNMC has the right to discontinue and terminate this Agreement at any time, regardless of the effective dates above. Further, NNMC reserves the right to review the terms and conditions of this Agreement at any point in time and to terminate the Agreement for any reason. All other terms and conditions of your employment remain in effect, and you remain obligated to comply with each, including but not limited to the following:

- NNMC Policies and Procedures
- Information Technologies (IT) Resources Policy
- College Handbooks
- Collective Bargaining Agreements, if applicable

The foregoing policies and procedures can be accessed via the www.NNMC.edu website.

Regardless of where you are working (e.g., your regular worksite or a remote one), you remain obligated to comply with all NNMC's rules, practices, instructions, and this Agreement.

1. **Parties.** This Flexible Work Agreement between the Northern New Mexico College (the "College") and Employee establishes the terms and conditions for performing work at a remote work location (other than Northern New Mexico College or related properties). Supervisor is responsible for implementing this Agreement on behalf of the affected Program and the College.
2. **Term.** This Agreement begins on [begin date] and ends on [end date] and may be extended beyond this period if agreed to, in writing, by you and NNMC pursuant to a new Flexible Work Agreement; however, this Agreement and any other Flexible Work Agreements, may be terminated by NNMC at any time.
3. **Periodic Review of the Agreement.** This Agreement will be reviewed by Supervisor at least once during its first **three (3)** months to determine if adjustments to the schedule set forth on Exhibit A need to be made and/or if the Agreement should continue. If this Agreement continues beyond this initial period, Supervisor (or designee) will review this Agreement on at least an annual basis, or more frequently if requested by the Supervisor or Employee.
4. **Modification and Revocation of the Agreement.** This Agreement may be extended beyond this period if agreed to, in writing, by you and NNMC pursuant to a new Flexible Work Agreement; however, this Agreement and any other Flexible Work Agreement, may be terminated by NNMC at any time.
5. **Salary and Benefits.** This Agreement will have no effect on Employee's salary and eligibility for benefits from the College. However, Employee understands that if they live or relocate outside of a benefit plan's coverage area they may have limited benefits and provider options.
6. **Non-Exempt Employees.** Non-Exempt employees must:
 - a. take rest and meal breaks under this Flexible Work Agreement in full compliance with all applicable policies or collective bargaining agreements;
 - b. request Supervisor approval in advance of working any overtime hours.
7. **Reimbursable Expenses.** Legitimate business expenses may be reimbursed by the department if pre-approved in writing by the appropriate departmental approver. The following expenses will be paid for or reimbursed by the College:
 - a. Maintenance and repairs to College-owned equipment;
 - b. Office supplies normally required in the course of business;
 - c. Other business-related expenses that are compliant with College policies and regulations;
 - d. Travel expenses for mandatory on campus events only for 100% remote workers.

The College will not pay for or reimburse the following expenses:

- a. Space, telephone, printing, networking and/or high-speed Internet capabilities at the remote work location.
- b. Maintenance or repairs of privately-owned equipment;
- c. Setup of Employee remote work location such as remodeling, lighting, or for repairs or modifications to the home office space;



- d. Utility costs associated with working in the remote work location;
 - e. Travel expenses for mandatory on campus events for hybrid workers.
8. **Tax Consequences and Relocating Outside of New Mexico.** Employee understands that tax and other legal implications for the business use of Employee's remote work location, if applicable, are based on IRS and state and local government restrictions. Employee is responsible for the tax consequences, if any, of this Agreement, and for conformance to any local zoning restrictions. Employee understands that the College does not provide any tax advice and they should consult with their own tax adviser to verify if they have other state tax liability if they are not residents of New Mexico.
9. **Use of Personal Vehicle.** Employee agrees that his or her personal vehicle will not be used for College business unless specifically authorized by the Supervisor.
10. **Safety of Remote Work Location.** Employee is responsible for establishing and maintaining a safe, ergonomically sound, and secure work environment and will protect the workspace from any hazards and dangers that could foreseeably affect Employee.
- a. Injuries sustained by Employee in an offsite location and in conjunction with their regular work duties, during agreed-upon working hours, must be reported within 24 hours or at the earliest reasonable opportunity by Employee to Supervisor in accordance with College policy and procedure. Such reports of injuries will be handled in the same manner as reports of injuries in the primary workplace.
 - b. If Employee experiences an ergonomics-related injury related to their remote workspace, and the remote workspace cannot be adjusted to fit Employee's needs and/or a reasonable disability accommodation cannot be provided, this Agreement will be reviewed to determine if it is necessary to reduce the number of remote work days or terminate this Agreement. If the injury involves a disability, the review of this Agreement will be part of the interactive process.
 - c. Employee agrees to hold the College harmless for injury to others occurring at the remote work location.
11. **College-owned Equipment and Materials.** The College may provide standard equipment to enable an effective remote work arrangement. College-owned equipment and materials must be returned to the College upon the termination of this Agreement or upon separation from the College.
- a. Employee agrees to provide a secure location for College-owned equipment and materials, and will not use, or allow others to use, such equipment for purposes other than College business;
 - b. Proper equipment must be issued by your department through its dedicated IT support office and be able to access all documents needed to perform your job. This may include VPN (virtual private network) connectivity to access your department's network drives or other online university systems that require you to be on NNMC's local network (i.e., Banner system). A flash drive may be used in cases where VPN access is limited.
 - c. Employee agrees to report to their supervisor instances of loss, damage, or unauthorized access at the earliest opportunity;
 - d. You will not be permitted to store confidential NNMC information and/or files on any resources not owned by NNMC (for example, on your own personal hard drive).
 - e. All maintenance on any College-supplied equipment will be performed by a College- authorized person at the College's expense.
 - f. Employee understands that, although College-owned equipment may be used for incidental personal use, such use shall not interfere with the business use of the equipment.

An inventoried list of all equipment including serial numbers or other identifying characteristics (e.g. model numbers) that Employee is using in their remote work location is set forth on Exhibit B.

12. **Information Security.** Consistent with the College's expectations of information security, Employee will ensure the protection of confidential, proprietary, private, and sensitive information accessible from their remote work location. All records created or used in furtherance of Employee's position are considered College records and are subject to the New Mexico Public Records Act and other applicable public disclosure laws. Employee must ensure that any College records in their possession are available to the Department when requested.

NNMC information security requirements apply to all devices used for work, regardless of location or ownership. Implement steps for good information security within the remote workplace and contact your supervisor with any questions or concerns. Steps to secure College data and records include the use of locked file cabinets and desks; device lock-outs; strong passphrases; patched/updated devices and applications; current anti-malware software; use of the College's Virtual Private Network or other approved remote access service; and any other appropriate measures needed to meet these requirements. Employee agrees that only such information as is necessary for the completion of their assignments will be transferred to and/or printed at their remote work location. Should there be a security incident, Employee will report it to Information Technology Services (ITS) immediately.

13. **General Terms and Conditions.** This Agreement is subject to the following terms and conditions:

- a. The duties, obligations, responsibilities, and conditions of Employee's employment with the College remain unchanged, except for those obligations and responsibilities specifically addressed in this Agreement;
- b. Employee will be accessible, including via email, telephone, chat and/or video conference as applicable-, to Supervisor, coworkers and customers and other College employees according to the Flexible Work Arrangement set forth in Exhibit A.
- c. Employee's work schedule does not adversely affect other employees and/or customer service;
- d. Employee will record their time consistent with College payroll practices;
- e. Employee will be able to physically attend scheduled work meetings with reasonable notice based on business and operational needs, at Employee's expense;
- f. Employee will request Supervisor approval to use vacation, sick, or other leave in the same manner as when working at Employee's primary work location.

14. **Emergency Operations**

In the event that College offices are closed due to weather or an emergency and work can proceed at Employee's remote site, employees are not excused from working. Employee must notify their immediate supervisor in the event of any emergency at or affecting the remote work site. If an emergency, such as a power failure, prevents work at the remote site, the employee may be excused from working or may be required to report to the office as instructed by the supervisor.

15. **Final Agreement.** This Agreement supersedes any prior Flexible Work Arrangement or other similar agreement for a Flexible Work Arrangement or similar arrangement in place between Employee and the College, Program and/or Supervisor, if any.

Exhibit A – Flexible Work Arrangement

Instructions for Exhibit A. Use the table below to input the days and hours you propose to work onsite and offsite. If you do not anticipate having a regular schedule, you should describe the proposed schedule in the box below labeled “Additional Information/Other Considerations”.

Days and hours Employee is normally expected to work on and off site

You can input both full-day and part-day scheduling in the table below.

Please note: the following Exhibit A can be modified by both Manager/Supervisor and Employee.

	Monday	Tuesday	Wednesday	Thursday
On site? Y or N?				
Remote? Y or N?				
On Site Start Time				
On Site End Time				
Remote Start Time				
Remote End Time				
	Friday	Saturday	Sunday	
On site? Y or N?				
Remote? Y or N?				
On Site Start Time				
On Site End Time				
Remote Start Time				
Remote End Time				

Note: FLSA Non-Exempt - Employees designated as FLSA non-exempt are expected to adhere to overtime rules and must work during the scheduled hours, regardless of whether they are working on or off site. The breaks and meal periods should remain FLSA compliant. Overtime must be pre-approved by Employee’s supervisor.

Additional Information/Other Considerations (optional):

Exhibit B – List of Equipment

The following equipment has been procured for your remote workspace pursuant to this Agreement. You are required to maintain this and all NNMC equipment in good working condition and order at all times. You must contact ITS immediately if your equipment is not working properly and/or you are unable to access appropriate electronic resources such as email, the Virtual Private Network (VPN), Banner, computer telephone, etc. You must maintain internet access and supplies necessary to operate your equipment (i.e., paper, toner, etc.)

Instructions: Use the form below to indicate the College-owned equipment that you use at your remote location.

	On Site	Remote	Both
Windows Laptop			
Windows Desktop			
Mac Laptop			
Mac Desktop			
Tablet (iPad, Surface Pro, etc)			
Hotspot Device			
Monitor			
Docking Station			
Mouse			
Keyboard			
Printer			
Webcam			
Office Chair			
Desk			
Other:			
Other:			
Other:			

The above equipment remains the property of NNMC. Upon the termination of this Agreement, all NNMC equipment must be returned to NNMC.

Policies and Procedure Acknowledgements	Initials
I have read and understand this Flexible Work Agreement and agree to comply with all terms, conditions, and provisions contained in it.	
I have read and understand all NNMC policies and procedures that are applicable to my position.	
I certify that my remote workspace is safe.	
I certify that my remote workspace will be conducive to work.	

I hereby affirm by my signature that I have read this Flexible Work Arrangement and all Attachments or Guidelines and understand and agree to all provisions.

Employee Acknowledgement:

Signature Printed Name Date

Supervisor Approval:

Signature Printed Name Date

Vice President/President Approval:

Signature Printed Name Date

Cc: Departmental File (Supervisor)
Human Resources Official Personnel File
Employee

The employee and the supervisor should each keep a copy of this Agreement for future reference.

Acknowledgement

The parties each acknowledge that the Flexible Work Arrangement created by this Agreement may be evaluated on an ongoing basis to ensure that Employee's work quality, efficiency, and productivity, as well as that of the Program, is not diminished by the continued existence of this Agreement. It is understood that the College is not obligated to



approve a proposal for a Flexible Work Arrangement or to renew an existing Flexible Work Arrangement. The decision to renew, revoke or modify is at the discretion of the College and may be terminated by NNMC at any time.