



FLEXWORK ARRANGEMENTS: GUIDELINES AND PROCEDURE

- SCOPE:** All campuses
- EFFECTIVE:** July 1, 2020
- PURPOSE:** The purpose of this operating procedure is to establish the Louisiana State University (“University”) procedures for Flexwork Arrangements (i.e. telecommuting or remote worker arrangements) and to provide personnel and payroll policies affecting the various categories of University employees. While many positions require a physical presence at the University, LSU is supportive of flexible work arrangements for positions (i) when the work is conducive to it, (ii) w

5. Not all positions or job assignments are suitable for a Flexwork Arrangement. If one position within a unit is found to be suitable for such an arrangement, it does not necessarily mean that other positions may also be suitable. Please see Appendix A for examples of job assignments that may be appropriate for a Flexwork Arrangement, although determinations will be made on a case-by-case basis.
6. Both the employee and the supervisor have the responsibility to ensure that a Flexwork
A

B. Flexwork Proposal Procedures

New Employee Hires:

1. The department must include within the offer letter and employee contract specific details of the Flexwork Proposal

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- A. Employee agrees to maintain a safe and secure work environment and to report work-related injuries to Employee's supervisor at the earliest reasonable opportunity. Employee agrees to hold the University harmless for injury to others at the remote work location/official domicile. Regarding space and equipment purchase, set-up, and maintenance for remote work purposes:
- Employee is responsible for providing space, telephone, printing, networking, and/or Internet capabilities at the remote work location, and shall not be reimbursed by the employer for these or related expenses. Employee acknowledges that Employee has no right or expectation of privacy in data transmitted or received over the internet connection during remote work hours. Internet access must be via DSL, Cable Modem, or an equivalent high-speed bandwidth network.
 - Employee agrees to designate a workspace within the Employee's remote work location for placement and installation of equipment to be used while remote working. Employee agrees to maintain this workspace in a safe condition, free from hazards and other dangers to Employee or equipment. Department must approve the site chosen as the Employee's remote workspace. Employee is expected to submit three photographs of the home workspace to management prior to implementation. Any University materials taken home should be kept in the designated work area at home and not be made accessible to others. Employee agrees the University reserves the right to make on-site visits (with 48 hours' notice) to the remote work location for the purpose of inspecting the site to determine it is safe and free from hazard and to maintain, repair, or retrieve University-owned equipment, software, data, or supplies. In the event legal action is required to regain possession of University-owned equipment, software, or supplies, Employee agrees to pay all costs incurred by the University, including attorney fees, should the University prevail. Employee agrees to work at the remote work location, and not from another unapproved site. Failure to comply with this provision may result in termination of the agreement, and/or other appropriate disciplinary action.
 - To the extent practicable, Employee agrees to protect University-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. If Employee accesses sensitive or classified LSU information, Employee will do so using a VPN provided by the University. The precautions described in this agreement apply regardless of the storage media on which information is maintained, the locations where the information is stored, the systems used to process the information, or the process by which the information is stored. In addition to taking precautions with information shared electronically, the employee agrees to be cautious of information shared verbally. This includes but is not limited to telephone and/or video chats to ensure sensitive information is not shared within a particular setting in front of others not employed by the University.
 - Employee agrees to report to Employee's supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
 - Employee understands that all equipment, records, and materials provided by the University shall remain the property of the University.
 - Employer will not be responsible for home office expenses, operating costs, home maintenance, or any other incidental costs (e.g. utilities), associated with the use of the employee's residence. Employee is entitled to reimbursement for University authorized expenses incurred while conducting official business for the employer.
 - The supervisor and Employee must agree upon the equipment to be used in telecommuting. LSU is not required to provide equipment for the home office; however, with the approval of the supervisor, the telecommuter may be provided State---

- Should you need any technical support, you should reach out to the Information Technology Service Desk at 225-578-3375 or via email at servicedesk@lsu.edu.
- B. Employee agrees to comply with Policy Statement 101 which refers to the appropriate use of University equipment, materials, services, and other property.
 - C. Employee understands and agrees that Employee's personal vehicle may not be used for University business unless specifically authorized in writing by Employee's supervisor in advance of such use.
 - D. Employee agrees to return University-owned equipment, records, and materials within 15 calendar days of termination of this agreement. Within fifteen (15) calendar days of written notice, the employee must return University-owned equipment for inspection, repair, replacement, or repossession.
 - E. Employer will be responsible for any work-related injuries under Workers' Compensation laws, but this liability is limited to injuries resulting during the course and scope of employment. Any claims will be handled according to the normal procedure for Workers' Compensation claims.
 - F. It will be the Employee's responsibility to determine any income tax implications of maintaining a home office area. The University will not provide tax guidance nor will the University assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.
 - G. Remote work is not a substitute for dependent care. The remote worker may not provide dependent care during the remote worker's core or assigned hours.
 - H. Subject to applicable state laws, an employee's work location will be considered public information.
 - I. Employee agrees to comply with all University policies and procedures.

I hereby affirm by my signature that I have read this Flexwork Agreement and understand and agree to all of its provisions.

Employee Date

Supervisor/Title Date

Unit Head Date

Office of Human Resource Management Representative* Date

**For out of state Flexwork Arrangements only*

Please send this signed agreement to your department's HR Analysts for placement in the employee's personnel file. The employee and the supervisor should each keep a copy of this agreement for future reference.