

APPENDIX B:

U.S. DEPARTMENT OF EDUCATION FLEXIPLACE WORK AGREEMENT

The following constitutes an agreement between:

_____ and _____
Principal Office Employee Name

of the terms and conditions of the Flexiplace Program. The supervisor and employee agree:

The type of Flexiplace Schedule is: Fixed As Needed

1. To adhere to the applicable guidelines, policies, and procedures of the Flexiplace program
2. To develop and/or amend performance agreements as needed for work performed away from the official duty station. The employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate. The employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the supervisor in the employee's performance plan.
3. The employee's official duty station is not changed by participation in Flexiplace. All pay, leave and, travel entitlements will be based on the employee's official duty station.
4. Where applicable, the employee will complete a new alternative work schedule (page b4) that incorporates the days and times at the alternative work site consistent with the Collective Bargaining Agreement.
5. Requests for leave should be made in accordance with applicable law, OPM regulations, Department policy, and, where applicable, the Collective Bargaining Agreement.
6. The employee will continue to work in pay status while working at his/her alternate worksite. If the employee works overtime that has been approved in advance, he/she will be compensated in accordance with applicable law, OPM regulation, Department policy and, where applicable, the Collective Bargaining Agreement. The employee understands that the Department is not required to compensate unapproved overtime work.
7. The employee must ensure a safe and healthy work environment and will sign a self-certification checklist that proclaims the alternative work site free of work-related safety and health hazards. Management may deny or rescind a Flexiplace agreement based on safety problems in the home. Provided the employee is given 48 hours advance notice and management has reasonable cause to believe that a hazardous work

environment exists, management may have the home-office inspected for compliance with safety requirements.

8. The employee is covered under Federal Employees' Compensation Act if injured in the course of performing official duties at the alternate duty station.
9. If the employee borrows Government equipment and/or software, the employee will protect the Government equipment and/or software in accordance with the applicable procedures. Government-owned equipment will be installed, serviced, and maintained by the Government. Government-owned software and data files will be checked for viruses. Government supplied equipment shall be returned immediately upon request and the employee has no expectation of privacy therein. If the employee provides his/her own equipment, the employee may be responsible for installing, servicing, and maintaining it. However, the Government will provide virus-checking software.
10. The Government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using Government equipment in the employee's residence, except to the extent the Government may be held liable by claims arising under the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.
11. The Government will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) associated with the use of the employee's residence. By participating in this program the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and implementing regulations.
12. The employee will apply approved safeguards to protect Government/agency records from unauthorized disclosure or damage and will comply with Privacy Act requirements set forth in the Privacy Act of 1974, Public Law 93-579, codified at Section 552a, title 5 U.S.C. and specific Agency confidentiality requirements.
13. Standards of conduct (34 CFR Part 73) continue to apply to employees working at alternate work sites.
14. For purposes of the Flexiplace program and provided the employee is given at least 48 hours advance notice, management may inspect the employee's home worksite at periodic intervals during the employee's normal working hours. An employee may request that a Union representative accompany management on an alternate worksite visit.

15. The employee agrees to limit performance of officially assigned duties to his/her official duty station, Agency-approved alternate duty stations, or other locations approved by the supervisor. Failure to comply with this provision may result in loss of pay, termination from the Flexiplace program and/or other appropriate disciplinary action.
16. The employee, after two weeks notice or less if agreed to by the supervisor, may terminate participation in the Flexiplace program. After two weeks notice, management has the right to remove the employee from the program for legitimate management reasons including, but not limited to: the employee's performance; changes in organizational needs that require the employee's presence; or adherence to Flexiplace procedures contained herein.
17. That at intervals specified in the Flexiplace program guidelines, the supervisor and the employee will complete surveys to evaluate the Flexiplace program.

Approving Official Date

Supervisor Date

Employee Date

Agency Flexiplace Coordinator Date

Employee's Alternative Workplace Address and Phone Number:

Flexiplace Coordinator will maintain original and provide copies within five (5) workdays to the following:

- Participating Supervisor
- Participating Employee
- Human Resources Group

Principal Office, Executive Officer
Principal Office, Labor Management Partnership Council