

## FLEXWORK

The College District may permit eligible employees to participate in flexible work arrangements (FlexWork), subject to applicable laws and College District policies and procedures. Notwithstanding the foregoing, no employee is entitled to engage in FlexWork; the College District reserves the right to revoke or rescind the privilege of FlexWork at any time, for any reason.

FlexWork is an authorized alternative work arrangement that differs from the traditional work week and requires approval and written agreement. FlexWork includes the following work schedules:

1. Remote Work Schedule: A work schedule that permits an eligible employee to perform all job functions and/or duties remotely, from an alternate workplace each week.
2. Hybrid Schedule: A work schedule that permits eligible employees to work from an alternate workplace one or more days per week.
3. Compressed Schedule: A work schedule that permits eligible employees to reduce the number of workdays per standard workweek (e.g., five days to four days) or the start and end times of a standard workday (8am-5pm). The total number of hours worked in a work week is not altered.
4. Flex Time Schedule: A work schedule that permits eligible employees to vary their start and end times of a standard workday (8am-5pm). The total number of hours worked in a work week is not altered.

Employees requesting a flexible work arrangement as a reasonable accommodation required by state or federal law or because of exigent circumstances should refer to DAA (REGULATION) and CGC (REGULATION), respectively.).

## DEFINITIONS

The following terms shall have the meanings ascribed below:

An “**Alternate Workplace**” is a workplace other than a College District campus location; the most common alternate workplace is the home of an employee. A workplace location should provide the employee with an appropriate working environment, including sufficient and secure working space, access to reliable internet and phone service, limited distractions and be within a commutable distance of the employee’s assigned primary College District work location or any another location of the College District. Alternate workplaces outside the State of Texas are not authorized under this regulation.

An employee’s “**Assigned Primary College District Work Location**” is the employee’s workplace on a College District

campus or in space leased or owned by the College District, the campus of a school district or charter school with whom the College District has a dual credit or early college high school agreement, or any other location in which the College District has a sponsored or sanctioned program or event.

A “**Commutable Distance**” is any distance within the State of Texas that supports an employee’s ability to travel to a location of the College District when required, including on days that might otherwise be days on which the employee is authorized to work in an alternate workplace.

A “**FlexWork Agreement**” is the document that memorializes the terms of the flex work arrangement, as agreed to by the employee and authorized College District administrators.

An employee is considered to be in “**Good Standing**” if the employee has not been subject to any disciplinary action, including without limitation the College District’s Constructive Action Process,” within the academic year immediately preceding the request for FlexWork and/or during the term of an approved FlexWork Agreement, and satisfies all of the following requirements:

- a. Demonstrates an ability to work well with minimal supervision;
- b. Has a deep understanding of their duties and responsibilities;
- c. Demonstrates the ability to manage their time; and
- d. Has a record of thoroughly and efficiently accomplishing the employee’s duties.

A person is employed in an **Instructional Services Position** if they are employed by the College District in a position other than Faculty for the purpose of providing instruction, including, but not limited to, an adjunct, extra service, or supplemental duty teaching position.

A **Member of College District Faculty (“Faculty”)** is a person employed full-time by the College District on an academic year basis (nine months) and engaged in the delivery of academic programs.

A person is employed in a **Non-Teaching Position** if they are employed full-time by the College as staff or an administrator for purposes other than providing instruction.

A “**Standard Workweek**” and a “Standard Workday” for staff and administrators is set forth in DJ (LOCAL) and is typically eight hours per day on five consecutive days from 8:00 a.m. to 5:00 p.m., with meal and break periods, as provided in DEA (REGULATION).

ELIGIBILITY

To be considered eligible to request and/or participate in FlexWork, an employee must:

1. Be in good standing, as defined herein; and
2. Be employed in one of the following positions:
  - a. A non-teaching position, as defined herein, that does not require their day-to-day physical presence or in-person interaction with students, administrators or other employees;
  - b. An instructional services position, as defined herein, including, but not limited to, instructional services provided for Wintermester, Maymester or Summer Session (in such cases, the FlexWork arrangement is only applicable to the position on which the employee’s eligibility is based); or
  - c. Member of College District faculty, as defined herein, and:
    - i. On a temporary research assignment that is not within their assigned primary College District work location;
    - ii. Provide telehealth services as part of their assigned clinical research or instructional duties; or
    - iii. Provide instruction for a dual credit or early college high school course or program for which a flexible work arrangement is required (in such cases, the FlexWork arrangement is only applicable to the course or program for which it is required).

Unless otherwise provided herein, an employee of the College District who does not satisfy the above requirements is generally prohibited from participating in FlexWork. In addition, the Chancellor or a designee reserves the right in their sole discretion to deem certain essential personnel and/or positions as ineligible for FlexWork based on the needs and interests of the College District.

Although an employee may be eligible to request FlexWork, approval for FlexWork is not guaranteed. All FlexWork requests and agreements must be approved by the employee's supervisor and Human Resources in writing and in advance of the date the employee intends to begin FlexWork.

**PROCEDURE**

The College District will only consider requests for FlexWork from eligible employees. All requests for FlexWork must be made in writing and submitted via the Dallas College FlexWork Agreement Request Form following a meeting between the employee and direct supervisor. Requests will be routed to the requesting employee's immediate supervisor and Human Resources for review and consideration.

Upon receipt of a request for FlexWork, the College District may request additional information from the employee, including, but not limited to, asking the employee to explain why the employee's job responsibilities are suitable for FlexWork, how FlexWork suits the needs of the College District, or how the employee plans to perform their duties within a FlexWork Schedule.

The College District will consider the following factors when evaluating a Request for FlexWork:

1. Job position and requirements;
2. Employee eligibility, including performance;
3. Business needs;
4. Employee-Supervisor discussion;
5. Equipment and IT services; and
6. Appropriateness of alternate workplace.

**FLEXWORK  
AGREEMENT**

Unless Exigent Circumstances apply [See CGC (REGULATION)] or remote work has been directed by the Chancellor or a designee, the terms of an approved FlexWork arrangement must be reduced to writing in the form of a FlexWork agreement, signed by the employee, the employee's supervisor and the employee's second-level supervisor. At a minimum, a FlexWork agreement must contain the following elements: work expectations, the type of FlexWork schedule (e.g., compressed, hybrid, flex time, or remote), the manner and frequency of communication, and the agreed upon work schedule. A FlexWork agreement does not change the nature of the employment relationship or the terms and conditions of employment.

## ASSIGNMENT, WORK LOAD, AND SCHEDULES

DJ  
(REGULATION)

REVIEW	<p>All new FlexWork arrangements are subject to a 30-day review period, during which time the arrangement will be evaluated to ensure the agreed-to arrangement is effective for the employee and the needs of the department and the College District. The employee's supervisor will monitor the employee's performance, communication, and other relevant factors to determine whether the arrangement is suitable for ongoing implementation. If after the initial review period the FlexWork arrangement is continued, it must be reviewed at least annually and, if needed, more frequently by the employee's supervisor to determine whether the arrangement continues to advance the mission and priorities of the College District without compromising the experiences its students, employees, or the community.</p> <p>Before the start of each academic year, the chief administrative officer for each business unit of the College District shall report to the Chancellor the number of employees in that unit approved for FlexWork and any modifications to those approvals.</p>
MODIFICATION/ RENEWAL/ TERMINATION	<p>Permission to participate in FlexWork is at the College District's discretion. A supervisor reserves the right to revoke approval for FlexWork or non-renew an employee's FlexWork agreement and require the employee to return to their standard work schedule if the supervisor, in consultation with the employee's second-level supervisor and Human Resources, determines that the department and/or the College District's business needs are no longer being met by the arrangement, job requirements or staffing needs change, the employee becomes ineligible for FlexWork or their performance falls below College District standards for the position, and/or other business-related needs require an adjustment to the FlexWork arrangement</p> <p>Any request by an employee to amend, change, or renew an approved FlexWork arrangement must be approved in advance by the employee's supervisors (first and second level, as applicable) and Human Resources.</p>
CORE BUSINESS HOURS & WORK SCHEDULES	<p>An employee's supervisor may require an employee for whom a FlexWork schedule has been approved to work during certain core business hours or outside the hours set by their FlexWork schedule to ensure the needs of the College District and/or its constituent populations are met, including without limitation for the purposes attending meetings, business travel, or other business reasons. Similarly, the College District may require an employee for whom any flexible work arrangement has been approved to report to work at the office of the College District as needed or in accordance with an assigned work schedule.</p>

## ASSIGNMENT, WORK LOAD, AND SCHEDULES

DJ  
(REGULATION)

### ACCRUED LEAVE/ HOLIDAYS

Accrual, use and calculation of an employee's paid leave, including holidays, and unpaid leave while on an approved FlexWork Schedule shall be based on a standard workday of eight hours and in accordance with the College's payroll procedures.

### REQUIREMENTS AND CONDITIONS

Unless otherwise provided, an employee's job duties and responsibilities do not change under a flexible work arrangement. Employees must continue to perform all job duties and responsibilities at a satisfactory level.

Employees approved for FlexWork remain subject to and must abide by all applicable local, state and federal laws, as well as College District policies, procedures, and regulations, including but not limited to the College District's computer-use policies, policies relating to confidentiality and information security, employee standards of conduct and those prohibiting harassment, discrimination, retaliation and sexual misconduct.

An employee subject to a FlexWork agreement must also comply with the following:

1. Remain accessible (by phone, video, chat, and/or email) during FlexWork work hours to supervisors, other employees [or students, as applicable] with whom communication and interaction is necessary or required for the performance of the employee's job duties and operation of the College District.
2. Maintain good standing and satisfactory performance standards.
3. Participate in all required meetings, training, and other events, including in-person meetings when required. (Examples include, but are not limited to location-wide meetings, division or department meetings, staff meetings, and training sessions). Employees are prohibited from engaging in or performing unauthorized work during their FlexWork work hours.
4. Not engage in or perform unauthorized work during their FlexWork hours.
5. Refrain from engaging in activities during FlexWork hours that distract from the performance of duties. FlexWork is not a substitute for child or other dependent care; care must be arranged and maintained appropriately.
6. Maintain a safe and proper worksite and workspace setup, including, but not limited to, maintaining a stable internet connection, preserving, and safeguarding College District

equipment, data, documents, and confidential and/or proprietary information.

7. Nonexempt employees under a flex work arrangement must comply with the College District's policies, payroll practices, and applicable laws, for tracking and recording hours worked and meal/rest breaks, including, but not limited to, recording hours worked in excess of 40 hours per week. Advance written approval of overtime is required.

Failure to comply with any of the above requirements and responsibilities may result in the employee being required to return to a standard work schedule, disciplinary action, or both.

SPACE  
ASSIGNMENTS AND  
EXPENSES

The office, workspace, parking spot, or other similarly assigned space of an employee who is under an approved FlexWork agreement may be reassigned to other employees during the term of the FlexWork agreement. Upon expiration or termination of the FlexWork agreement, the employee for whom a FlexWork agreement has expired or terminated may be reassigned to the employee's space, if available, or the employee may be assigned to another available space on College District property.

The College District will not pay any operating costs that are associated with the use of a personal residence as an alternate workplace, including, but not limited to insurance, utilities, and home maintenance.

The College District will reimburse an employee for reasonable business-related expenses incurred as a result of job responsibilities performed while telecommuting in accordance with College District reimbursement policies and regulations, for example travel. Reimbursement for mileage shall be for the mileage traveled between the employee's assigned primary college district work location and the location traveled to for the purpose of conducting College's District business. The College District will not reimburse travel to or from an employee's home. [See also DEE(LOCAL)].

Parking stipends may be adjusted based upon an employee's work schedule.

EQUIPMENT AND  
SERVICE

The employee's supervisor, in consultation with IT personnel, will determine the equipment and services that are needed for an employee to perform the employee's duties while on a FlexWork schedule, including, but not limited to hardware, software, modem, telephone, data line, and facsimile equipment (collectively, "IT Resources").

The College District will provide an employee who is under a FlexWork agreement with appropriate office supplies and IT Resources for exclusive use by the employee in completion of the employee's job responsibilities, subject to the College District's Computer Use policy and regulations regarding incidental personal use. The College District will not duplicate at an employee's alternate workplace IT Resources provided at the employee's assigned primary College District work location. IT personnel will maintain IT Resources, provided the equipment is issued by the College District. [See CR (LOCAL)]. IT personnel may change College District issued equipment at an employee's alternate workplace site at any time and for any reason.

Any supplies or IT Resources provided by the College District for the purposes of FlexWork is the property of the College District. The FlexWork employee will be responsible for any intentional damage to College District property. All equipment provided by the College District for the term of the FlexWork agreement must be returned upon termination or expiration of the FlexWork agreement. Any employee-owned equipment is the sole responsibility of the employee. [See CR (LOCAL)]

The College will provide, and an employee who is under a FlexWork agreement, shall acknowledge receipt of, an inventory list reflecting all College District equipment or other property provided to a FlexWork employee and used in FlexWork. A FlexWork employee must take appropriate action to protect College District property from damage or theft.

SECURITY/HOME  
ENVIRONMENT

An employee who uses their home as their alternate workplace must establish a safe, professional, and appropriate environment within the employee's home for work purposes. The College District is not responsible for costs associated with the initial setup of a home-based work site such as remodeling, furniture, lighting, repairs, or modifications of the site or similar costs.

INSURANCE

During agreed upon work hours, an employee who is under a FlexWork agreement is covered by workers' compensation at the alternate workplace. If an injury occurs on College District property during work hours, the employee must contact their supervisor before seeking medical attention, unless it is an emergency. The employee must also contact College District Human Resources as soon as possible to complete appropriate forms regarding the injury. The College District is not responsible for third-party injuries, injuries to members of the employee's family or property damage at a home-based site.

The use of an employee's home may have federal income tax implications, which are the employee's responsibility.



