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**MODIFIED WORK AGREEMENT  
FLEXIBLE WORKPLACE PROGRAM  
(Work At Home)**

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The following constitutes an agreement between

\_\_\_\_\_ (Supervisor)

\_\_\_\_\_ (Employee)

1. Employee voluntarily agrees to participate in the program, and to adhere to applicable guidelines, policies, and procedures. Agency concurs with employee participation and agrees to adhere to applicable guidelines, policies and procedures.

2. Participation in the program will last one year commencing on \_\_\_\_\_ and end on \_\_\_\_\_.

3. Employees's official tour of duty and duty station will be \_\_\_\_\_ to \_\_\_\_\_ on \_\_\_\_\_, (including a one-half hour non-paid lunch period) (e.g., 8a.m. to 4:30 p.m. Monday, Wednesday, and Friday).

4. Employee's official duty station is \_\_\_\_\_.

The alternate duty station (the location in which the employee is designated to work while not at the official duty station) is: \_\_\_\_\_.

All pay, leave, and travel entitlements will be based on the employee's official duty station.

5. Employee's timekeeper will have a copy of the employee's flexplace schedule. Employee's time and attendance will be recorded as performing official duties at the official duty station.

6. If leave is taken, employee will notify the supervisor following the established office procedures.

7. Employee will continue to work in pay status while working at his/her residence. If employee works overtime that has been ordered and approved in advance, he/she will be compensated under 5 CFR Part 550, Subpart A, Subchapter 1-3.

8. If employee borrows Government equipment, employee will borrow and protect the Government equipment in accordance with agency policy and procedures. Government owned equipment will be serviced and maintained by the Government. If employee provides own equipment, he/she is responsible for servicing and maintaining it.

9. The Government retains the right to inspect the home worksite to ensure proper maintenance of Government-owned property and safety standards, provided the employee is given at least 24 hours advance notice.

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 is held liable by Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claims Act.

11. The Government will not be responsible for operating, maintenance, or any other costs (e.g., utilities) whatsoever associated with the use of the employee's residence.

12. Employee is covered under Federal Employee's Compensation Act if injured in the course of actually performing official duties at the official alternate work site. Any accident or injury occurring at the alternate duty station must be brought to the immediate attention of the supervisor. Because an employment-related accident sustained by a flexiplace employee will occur outside of the premises of the official duty station, the supervisor must investigate all reports immediately following notification.

13. Employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate.

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14. All assignments will be completed according to the mutually agreed upon work procedures, guidelines and standards stated in the employee's performance plan.

15. Supervisor will monitor employee's productivity.. Employee's productivity will be evaluated on criteria and milestones determined by the supervisor.

16. Time spent and quality of products will be measured by correlation with previous and similar efforts. For those assignments without precedent or without standards, regular and required progress reporting by the employee will be used by the supervisor to rate the job performance and establish standards.

17. 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.

18. Employee's most recent performance rating was at least fully successful.

19. Employee's current performance plan and subsequent rating contains performance standards covering work completed at the traditional office, as well as, work completed at the employee's residence.

20. Management has the right to terminate this agreement if time spent and quality of work products are unsatisfactory when measured against previous and similar efforts and/or participation becomes administratively burdensome to the supervisor.

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| SUPERVISOR                             | DATE |
| EMPLOYEE                               | DATE |
| AGENCY/REGIONAL<br>PROGRAM COORDINATOR | DATE |
| COMMENTS                               |      |