

Alternative Work Arrangement Agreement

I have read, understand, and have reviewed with my supervisor all of the conditions for remote work described in the Williams College Remote Work Policy. I agree to all of the responsibilities of and conditions for remote work that are described in the Policy and this Agreement.

Basic Rules

- I understand that remote work is not an entitlement. Permission for remote work is based on job function, work group, internal and external client/constituent need, my past and future performance, and permission from my supervisor, HR and, applicable member of senior staff.
- I understand that remote work may be suspended or terminated based on performance, business reasons, or at the sole discretion of management, with or without advance notice.
- I agree to be bound during remote work by all College policies and guidelines that would apply if I were working on site.
- I am expected to meet the same standards of performance as employees in the same job classifications who do not work remotely.
- I may be requested to provide more frequent and more detailed reports of my work and progress with respect to my work and agree to do so.
- I am aware that all applicable employment and labor law notices are posted in the College's offices to which I report when working on site as well as related policies in the staff handbook online.
- I agree that remote work does not change the at-will nature of the employment relationship and that either the College or I may terminate the employment relationship at any time, with or without advance notice.

Hours

- I understand that my supervisor must approve, in writing, my regularly scheduled work hours and any change in those hours. Scheduled hours may vary from one employee to the next in order to meet the College's needs and other requirements.
- My initial remote work schedule is:

Days of Week	Start Time	End Time

- I understand that, if I am an exempt employee (not eligible for overtime pay), my described schedule is my baseline hours of work and I am expected to work any additional hours necessary to complete my work on time and to the expected standard of performance.

- I understand that, if I am non-exempt (eligible for overtime pay), I must have my supervisor's approval to work hours in excess of or other than these scheduled hours.
- If I am non-exempt, my meal break schedule is:

Day(s) of Week	Break Start Time	Break End Time

- I understand that, if I am non-exempt and work in excess of my described schedule, I must take additional meal and rest periods in accordance with the applicable policy.
- I understand that, if I am a non-exempt employee, I must accurately and promptly record all of the time that I work, regardless of whether that work was pre-approved or consistent with my assigned work schedule including off-the-clock work described below.
- I understand that, if I am a non-exempt employee, I must accurately and promptly record all of the start and end times of all work periods and meal periods. I do not have to record paid rest periods.
- I understand that if I am a non-exempt employee, off-the-clock work is strictly prohibited while working remotely. Off-the-clock work includes checking and responding to emails and making and responding to phone calls outside of scheduled work hours.
- I will work and be accessible during my regularly scheduled hours, regardless of the location at which I work.
- I understand that remote work is not a replacement for appropriate dependent care or other responsibilities of my personal life. I must provide the same undivided attention to my work as if I were working on site. If my personal circumstances prevent me from avoiding distractions or interruptions at the remote work site (for example, inability to obtain dependent care or attending to family medical needs), I will notify my supervisor immediately. Any alteration in schedule to accommodate dependent care needs must be approved by my supervisor.
- I will keep personal disruptions, such as non-business telephone calls and visitors, to a minimum during regularly scheduled work hours.
- I understand that the College's paid time off, attendance, and timekeeping policies, vacation, personal, and sick time policies, and paid and unpaid leave policies apply to remote work employees in the same manner that they apply to employees who work on-site.
- I understand that I must put an out-of-office notice in my email and calendar software if I do not for any reason work my scheduled hours.

Benefits and Compensation

- I understand that compensation will remain the same when I work remotely because the job responsibilities of remote workers and on-site workers remain the same.
- I understand that benefits offerings may vary state to state given the variety of state laws governing family and medical leaves, the geographic limits of health insurance networks, and other factors.
- I understand that I will continue to be covered under the College's workers' compensation policy for injuries arising out of and in the course and scope of my employment and during work hours and in the designated work area of the home. I agree to promptly advise my supervisor and file an [accident report](#) in accordance with the College's policy if I am injured on the job and will do so as soon as possible after the injury occurs.
- I understand that the College is not liable for injuries occurring in my home workspace when I am not engaged in work. Further, the College is not liable for loss, destruction, or injury that may occur in, to, or around my home, including to family members or visitors.

Work Location

- I understand that my work location where I will perform all remote work must be in the same state as the office to which I report other than required business travel unless a different state is identified immediately below, my supervisor has received the approval of the College's Chief Human Resources Officer, and my supervisor approves this Agreement. The full address of my authorized work location is:

- I understand that, when I work remotely, I am authorized to work only at the above location unless specifically authorized by my supervisor to work while traveling and then only to the extent authorized.
- I agree that I will not change my remote work location without prior approval by the College. If I want to relocate, I will first alert my supervisor and Human Resources to request a change to my remote work location.
- If I am non-exempt, I agree that I will work in only one location each workday – onsite or my remote work location – unless I have advance approval from my supervisor to work at home and at the office on the same day.

Workspace

- I will maintain my workspace in a safe condition, free from safety hazards. I will complete all safety checklists accurately and promptly submit them as instructed.
- I will make the work site accessible to college representatives for inspection as may be necessary to verify compliance with college policies or to investigate a workspace injury.
- I will notify my supervisor if I no longer have a workspace that complies with the safety checklist or otherwise poses a safety hazard.
- I will notify my supervisor immediately if something changes in my workspace and I no longer have a workspace that will minimize interruptions.

- I agree that no in-person College business-related meeting may occur in my personal residence. I, not the College, am liable for any injuries sustained by visitors to my remote worksite.
- I agree to use a workspace where confidential or proprietary information cannot be observed or accessed by anyone else, including other members of my household. I agree to secure all confidential or proprietary information consistent with College policy.
- I agree to dispose of confidential or proprietary information according to the College's guidelines or return confidential or proprietary information to a College facility for disposal.
- I will promptly report to my supervisor any access to confidential or proprietary information by anyone other than myself, and any virus, malware or other impediment to the full functioning of my equipment and programs.
- I will promptly report to my supervisor any loss or damage to College equipment, files, documents or other resources.
- I represent that I have determined that remote work from my designated workspace will comply with all applicable laws, including zoning, homeowner's association, and local business licensing laws. I will promptly notify my supervisor if I become aware of any changes in such laws or rules that affect the use of my workspace for remote work.
- I agree to provide the College access to the workspace upon reasonable notice and during working hours in order to retrieve equipment and supplies, ensure the workplace is compliant with this Alternative Work Agreement and the College's Remote Work Policy. I agree that 48 hours' advance notice is presumptively reasonable for visiting the workspace during regular business hours, Monday through Friday, on days not recognized as College holidays.

Equipment and Supplies

- The College provides one workstation setup for each individual and that equipment can be used on campus or at my remote workspace. I agree that if I need any other equipment to accommodate a medical or disability need, I am familiar with how to seek such accommodation and if not, I will inquire with HR.
- I must care for any College-owned equipment provided in a manner suitable to the equipment and the purposes for which it was provided.
- I will promptly report to my supervisor any damage or loss of the College's equipment, other loss or injury to the College's interests or any illness of or injury to myself.
- I understand that the College provides appropriate software licenses per employee regardless of work location. I will use College-supplied or approved hardware and software at all times for all work for the College. College software, in addition to the hardware, remains the property of College and may not be duplicated or modified for any reason.
- I have and will maintain an internet connection that provides a stable and secure connection from my home to the College's network.
- I will utilize the College's digital phone client, Google applications, or other approved technology solutions to be available for telephone calls and video conferences.
- I agree to transact all College business on the College's network and voicemail systems that belong to the College or are approved by the College.

- I agree to send all email communications regarding College business through the College's email systems or as permitted by the College's information security policies.
- I understand and agree that all telecommunications, email, and all data on College equipment, systems, and storage media are owned by the College and that all College-related email and all data on any personal equipment, systems or storage media used for business are owned by the College. Such telecommunications, email, and data are subject to the College's policy regarding the ownership of and absence of privacy in such resources even if located at a remote location. I understand and agree that the College may retrieve and read any message or data composed, sent, received or stored on its equipment, supplies, systems or storage media and may retrieve and read any College messages or data composed, sent, received or stored on my personal equipment. I expressly consent to electronic monitoring of all of the foregoing.
- I understand that the College may provide paper, files, pens and similar office supplies from the office to which I report, have them delivered or allow me to be reimbursed for approved purchases if I cannot obtain such office supplies from the College. Any purchase would need to be preapproved by my supervisor.
- I agree that my remote work under this agreement is entirely voluntary. I agree that any expenses incurred in connection with my voluntary remote work are not necessarily incurred on behalf of the College. I agree that I am responsible for expenses associated with my remote work space, including but not limited to heat, electricity, internet service, phone, and printer.

Termination

- This Agreement may be terminated by either party at any time.
- I agree that upon request, termination of the Alternative Work Agreement, or termination of employment, I will immediately deliver to the College all College information, documents, files, storage media, supplies, equipment, and other property and all duplicates thereof on a regularly scheduled workday, as directed by the College at either my remote work site or a campus work site, immediately following a request, termination of the Alternative Work Agreement, or termination of employment.
- I agree to safeguard all the College-owned information, documents, files, storage media, supplies, equipment, and other property and all duplicates thereof until recovered by the College, regardless of any delay in the recovery by the College of such documents, files, storage media, supplies, equipment, and other property and all duplicates thereof, including such documents or information stored on my personal devices.

I agree to all of the responsibilities of and conditions for remote work that are described in this Agreement and the Policy.

Employee Signature: _____ **Date:** _
Employee Printed Name: _____
Employee's Job Position: _____

Approvals

This Remote Work Agreement cannot take effect until signed below by the following:

Department Head's Approval: _____

Signature:

Name:

Date: _____

Human Resources Representative:

Signature: _____

Name: _____

Date: _____

Senior Staff Approval, by:

Signature: _____

Name: _____

Date: _____

A copy of this agreement will be placed in your personnel file.