

Middlebury Temporary Alternate Work Location Agreement

Employee Name: _____
Title: _____
Supervisor : _____
Department: _____

In response to the COVID-19 (corona) virus outbreak, in an effort to promote the health and safety of our employees and their communities, Middlebury will permit certain employees to telework on a temporary basis, on terms outlined in Middlebury's March, 2020 Temporary Alternate Work Location Policy and this agreement.

This is a voluntary agreement between Middlebury and the employee. This agreement begins on (*start date*) and continues until (*end date*) unless ended sooner or renewed at Middlebury's discretion. This agreement may be discontinued at any time at Middlebury's discretion.

Work Schedule

During the temporary telework period, I will be teleworking on the following days: (check all that apply)

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

I am a non-exempt employee and will be teleworking during the following hours. I understand that I must report to my supervisor when I start work for the day, when I stop working for the day, and at all mandatory and other breaks so my hours will be properly recorded according to item 2 below:

I am an exempt employee.

1. The remote worker will work from home at (*employee remote work address*).

2. The remote worker agrees to be available during the assigned business hours of ____ to ____ for communication through such methods as cell phone, home phone, voice mail, email, fax, pager, etc., and agrees to respond in a prompt manner as they would at an onsite location. Employee-initiated schedule changes must be discussed and approved in advance by the supervisor. The remote worker agrees to follow the standard practices for recording and reporting time.

- Specific schedule requirements (if applicable) are provided in Item 17 below.

3. The duties, obligations, responsibilities and conditions of the remote worker's employment with Middlebury remain unchanged. The employee's salary, retirement, combined Time Off (CTO) and Sick Leave Reserve (SLR) benefits and insurance coverage shall remain the same.

4. The remote worker agrees to seek advance approval by the supervisor to change the terms of the work schedule or for use of CTO, or any other leave of absence in accordance with Middlebury policies, procedures, and departmental guidelines.

5. The remote worker agrees to remain up to date on all safety and regulatory training. The remote worker agrees to maintain a safe and ergonomically sound work environment. The employee further agrees to independently make workstation safety changes as recommended.

6. If a remote worker incurs an injury arising out of the course and scope of the assigned job duties while working while working at home/alternate site, the workers' compensation provisions for the applicable State will apply. The remote worker must notify the supervisor and Human Resources immediately and complete all necessary and/or management-requested documents regarding the reported injury.

7. The remote worker agrees use his/her personal vehicle for Middlebury business as specifically authorized by the supervisor.

8. If the remote worker chooses to use his or her own equipment, the remote worker is responsible for maintaining and repairing employee-owned remote work equipment at personal expense and on personal time.

9. The remote worker agrees to use electronic equipment that has been encrypted and meets all of the Middlebury's security requirements. If Middlebury provides equipment for home use, the remote worker agrees to provide a secure location for Middlebury-owned equipment and will not use, or allow others to use, such equipment for purposes other than Middlebury business. Middlebury is responsible for maintaining, repairing, and replacing Middlebury-owned equipment issued to remote workers. In the event of equipment malfunction, the remote worker must notify his/her supervisor immediately.

10. All equipment, records, and materials provided by Middlebury shall remain Middlebury property. The remote worker agrees to return Middlebury equipment, records, and materials upon request. All Middlebury equipment will be returned by the employee for inspection, repair, replacement, as needed or requested or upon termination of this agreement. All equipment shall be returned within ten (10) business days of written notice to the employee that that is required.

11. The remote worker will implement good information security practices in the home-office or alternative work site setting, and will check with his/her supervisor when security matters arise. Middlebury's privacy and security requirements and procedures can be found at:
<http://www.middlebury.edu/offices/technology/its/policies/dcp>

12. Middlebury may pay or will reimburse the employee for business-related expenses, including agreed-upon travel expenses, subject to the provisions and exclusions of applicable Middlebury policy. Travel expenses will be managed according to Middlebury's travel policy,
http://www.middlebury.edu/system/files/travel_entertainment_and_expense_policy_and_procedures_0.pdf.

13. Temporary teleworking is not intended as a substitute for child care or care for another adult. If a child or adult needs care during work time, another responsible individual is expected to be present.

14. Generally, Middlebury will not pay for the following expenses nor will it reimburse for expenses prohibited by Middlebury policy, including, but not limited to:

- Maintenance or repairs of privately-owned equipment;
- Utility costs associated with the use of the computer or occupation of the home;

- Equipment supplies (these should be requisitioned through the department).

15. Middlebury retains the right to modify, suspend, or end the agreement for any reason including, but not limited to, an employee request supported by the supervisor, as a result of business necessity, a change in operational need, or if the employee fails to fulfill job expectations to a satisfactory level.

16. The remote worker agrees to indemnify and hold Presidents and Fellows of Middlebury College harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought by third parties including personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, their presence at the remote work location.

17. The remote worker understands that s/he is responsible for tax and insurance consequences, if any, of this arrangement, and for conforming to any local zoning regulations.

18. The remote worker agrees to the following additional specific expectations, if any.

In this section, please note agreement related to scheduling, equipment, etc., such as particular hours of availability; particular days at central office; attendance at particular meetings; number of days of advance notice prior to being required to attend meetings at central office; use of particular equipment/tools; etc.

- _____
- _____
- _____
- *Please add lines as needed.*

I have read this Middlebury Temporary Alternative Work Location Agreement and Middlebury’s March, 2020 Temporary Alternative Work Location Policy, explicitly acknowledge that the arrangement reflected in this agreement is temporary, was implemented in response to the COVID-19 outbreak, and is revocable at Middlebury’s discretion, and agree to abide by the Policy and the terms of this agreement.

Employee:	_____	Date:	_____
Supervisor:	_____	Date:	_____
Vice President :	_____	Date:	_____
Human Resources:	_____	Date:	_____