

## REMOTE WORK AGREEMENT

Employee Name: \_\_\_\_\_

Employee Title: \_\_\_\_\_

Department: \_\_\_\_\_

Manager Name: \_\_\_\_\_

Proposed Start Date: \_\_\_\_\_ Through: \_\_\_\_\_

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### EMPLOYEE CERTIFICATION

1. I understand that my duties, obligations, responsibilities to Simmons University and the terms and conditions of my employment with Simmons remain unchanged by my request to work remotely. I also acknowledge and agree that my salary and benefits will remain unchanged because my request to work remotely has been approved.
2. I understand and agree that this Agreement does not constitute an employment contract for remote work or otherwise. I understand and agree that this Agreement is voluntary and may be revoked or modified by the University or me at any time for any reason. I understand that this Agreement does not create an entitlement to continued working remotely. If the agreement is terminated, a reasonable time will be given for me to transition back to my campus workspace, typically no more than 30 days.
3. I understand that the University will review this agreement after a predetermined trial period and may, in its sole discretion, revoke or modify this agreement at any time.

4. I understand that tax and other legal implications for the business use of the employee's work site are based on IRS and state and local government restrictions. I agree that all applicable taxes (including state and federal income tax and Social Security taxes) will be withheld in accordance with applicable guidelines based on my employment at Simmons University in Massachusetts. I agree that I am responsible for tax consequences and other legal implications that may occur, including local zoning restrictions.
5. I agree that I will not be the primary care provider for any dependent during my remote work hours and I will make regular dependent care arrangements during remote work periods.
6. I agree that my total number of work hours will not change due to my working remotely and that I will continue to be responsible for reporting my time as required by department and University procedures.
7. I agree that my work hours, overtime compensation, use of sick leave, approval for use of vacation, and requests for a Leave of Absence will conform to University policies and procedures, departmental guidelines, and to the terms otherwise agreed upon by my manager and me.
8. I agree to maintain a safe and secure work environment and to designate a remote workspace to accommodate any equipment to be used in my work. I will protect the workspace from any hazards and dangers that could foreseeably affect the equipment and me. I agree to report work-related injuries to my manager within 24 hours or at the earliest reasonable opportunity. I agree to hold the University harmless for injury to others at the off-campus work site.
9. I agree to restrict the use of University-provided equipment and supplies located in my remote work site to the same policies that apply to equipment on campus.
10. I agree to implement all computing security measures required for the classification level of data with which I work. I am responsible for implementing and complying with the requirements set forth in the [Simmons University Information Security Policy](#) and [Acceptable Use Policy](#). I understand that these requirements include:
  - a) Ensuring that University-provided anti-virus and anti-spyware subscriptions are kept current, and promptly notifying Simmons Technology of any warning messages stating they are not current.
  - b) Ensuring that proper protection of computing resources at the remote location is in place. Any wireless connection must be encrypted using a wireless encryption protocol (WPA) or by connecting to the Simmons University VPN client.



- c) I agree to notify Simmons Technology immediately by calling 617-521-2222 if signs of a virus or spyware infection occur.
11. I agree to maintain the security and confidentiality of materials I access as part of my employment and to abide by the University's policies for employees, including those covering information, security, software, software licensing, and data privacy, conflicts of interest, outside employment, ethics, conduct, as well as the requirements of applicable state and federal government statutes.
12. I agree not to download any University data or information onto my personal computer or onto any computer other than those provided by Simmons University in my possession. I agree that I will promptly notify Simmons University by calling 617-521-2222 if a computer or storage device containing Simmons University information is stolen or lost.
13. I understand that all equipment, information, documents records, and materials provided by my department or Simmons University remain the property of the University.
14. I agree to return University equipment, records, and materials within 7 days of termination of this agreement. All University equipment will be returned by me for inspection, repair, replacement, or repossession within 7 days written notice.
15. I agree to be available during the assigned business hours, as stipulated in this agreement, for communication by phone, voice mail, email, etc.

### **Important note for Managers and for Non-exempt Positions Only**

Non-exempt employees must conform to the overtime, record-keeping, and meal break provisions of the Fair Labor Standards Act and where relevant, Massachusetts labor law, respectively, for staff and faculty members covered by those provisions. Therefore, managers must ensure accurate recording of hours worked including those employees working remotely. For non-exempt staff and faculty members, managers must pre-approve all hours to be worked in excess of 40 in any workweek. Typically, a remote work arrangement for a non-exempt employee will not result in overtime.

### **For Full Remote Work Only**

I agree that I will be required to travel to the campus periodically for department meetings, as required by my manager. I understand that I am not eligible for travel related expenses to and from campus if my primary residence is located within 150 miles of the University campus. I further understand that all eligible travel expenses related to University business will be reviewed and expensed through Simmons University in accordance with the [Simmons University Travel and Hospitality Policy](#).



I understand that the University will provide select equipment and appropriate stipends for materials needed by full-time remote employees to effectively perform their duties, as outlined in the Simmons Remote Work Policy. The University is not responsible for the cost, repair, or service of the employee's personal equipment, unless otherwise expressly agreed to in advance in the Remote Work Agreement.

**I have read the contents of this Remote Work Agreement. I certify that I will abide by all of the requirements of this Agreement.**

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Reason for the Request:

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**Remote Work Schedule (please complete):**

- ☐ Full Remote Work
- ☐ Partial Remote Work

Please provide proposed work schedule (days and hours) on and off site:

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Remote Work Location and Contact Information:

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Is this the Employee's residence?

☐ Yes

☐ No

Phone Number: \_\_\_\_\_

Equipment to be provided by Simmons University:

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Please describe equipment and provide serial numbers:

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Initial Trial Period: \_\_\_\_\_ Through: \_\_\_\_\_



## MANAGER COMMENTS:

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## APPROVALS:

Based on a review of suitable considerations, we have concluded that working remotely is appropriate under the circumstances. The above-named employee is granted approval to participate in accordance with the agreement set forth above.

Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

AVP/VP or Dean Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please submit the completed form to [hr@simmons.edu](mailto:hr@simmons.edu). Remote work cannot begin until a fully signed Remote Work Agreement is on file with Human Resources.**

