

[REMOTE / HYBRID] WORK AGREEMENT

The following constitutes an agreement between Dartmouth College [Division] (“Dartmouth”) and [Employee Name] (“Employee”).

In consideration for Dartmouth allowing Employee to have a [remote/hybrid] work schedule, effective beginning [Effective Date] in accordance with the terms and conditions of this Agreement, Employee agrees as follows:

1. **Position.** Employee is currently employed as [Employee Title]. Dartmouth agrees that the duties of this position can be performed from a remote location. In the event Employee accepts a new position with Dartmouth, Employee agrees that it will be necessary for Dartmouth to evaluate whether or not the duties of the new position can be performed from a remote location.
2. **Employment Policies.** While working for Dartmouth pursuant to this Agreement, Employee will be subject to Dartmouth’s employment policies, including but not limited to the policies regarding pay, vacation, and personal time. Employee agrees that this Agreement does not restrict Dartmouth’s right to change its policies. Employee agrees that this Agreement is not a commitment to employ Employee for a set period of time.
3. **Fringe Benefits.** Employee may currently hold a position which is eligible for various fringe benefits offered to benefits eligible employees. Employee understands that if this agreement approves a work location, on a [hybrid remote or fully remote] basis that is distant from Dartmouth, certain fringe benefits, particularly health insurance, may be less valuable to employee because of that distance. Employee agrees that Dartmouth is not obligated to provide an equal benefit or reduce the cost of the benefit if the Employee elects to receive them.
4. **Work Schedule.** The Employee and Dartmouth will agree on a mutually acceptable schedule of days working from home and days working on-site. Employee will follow the same protocols for requesting time away from work on remote days as used to request time away from standard work hours when working on-site. [HYBRID: Employee will have a hybrid schedule with [X] days on-site, with the remaining days at their remote location. Specific days on-site will be agreed upon between Manager and Employee.][REMOTE: Employee will work fully remote.]
5. **Connectivity.** Employee recognizes that effective performance of duties from a location away from Dartmouth requires access to a reliable high-speed connection. In the event reliable high-speed connectivity ceases to be available to Employee, Employee agrees that they will no longer be able to perform the duties contemplated by this Agreement.

Employee agrees that the cost and responsibility of obtaining access to appropriate internet service is the Employee's responsibility, unless a separate agreement indicates otherwise.

- 6. Conferences and On Campus Meetings.** Employee agrees to be available for regular conferences and meetings by video or phone. If it is necessary for the Employee to be on campus for a defined period of time, the Employee will make themselves available. The cost of transportation and accommodations will be borne by Employee, unless a separate agreement indicates otherwise.

Employee will not hold any in person meetings while at their remote work site home office. All in person meetings must happen if or while Employee is on campus, or at an alternative worksite for a meeting as approved by Employee's manager if the location is not on campus.

- 7. Equipment.** [HYBRID: Dartmouth will provide one set-up for each of its employees consisting solely of a computer, monitor, keyboard, mouse, and headset which Employee can choose to have in the office or at the remote location, unless a separate agreement indicates otherwise.][REMOTE: Dartmouth will provide the equipment necessary for Employee to effectively perform assigned tasks at the telecommuting location.] Any equipment provided by the Employee will be at no cost to Dartmouth and will be maintained by the Employee. The equipment must be protected against damage and unauthorized use.
- 8. Liability.** Dartmouth will not be liable for damages to the Employee's property that results from participation in the [remote/hybrid] work program.
- 9. Expenses.** Dartmouth will not be responsible for operating costs, remote location maintenance, or any other incidental cost (e.g., utilities) whatsoever, associated with the use of the Employee's residence for telecommuting. The Employee will be reimbursed for authorized expenses incurred while conducting business for Dartmouth.
- 10. Work Assignments.** The Employee will receive assignments from Employee's Manager, and will review completed work as necessary or appropriate with Manager. The Employee will complete all assigned work according to work procedures guidelines and standards established by Employee's Manager.
- 11. Employee evaluation.** The evaluation of the Employee's job performance will be assessed equitably with [Division] staff who do not have a fully remote or hybrid remote work agreement.
- 12. Records and Security.** The Employee will apply approved safeguards to protect Dartmouth's records from unauthorized disclosure or damage. Work done at the telecommuting location is considered Dartmouth business. All records, papers, computer files, and correspondence must be safeguarded for their return to the on-campus business location. The Employee will keep all computer systems fully patched and will maintain only secure connections when

transferring data concerning Dartmouth's business. The Employee will work from data files housed on Dartmouth secure servers and will store all data files and work within the assigned workspace on these servers.

13. **Term.** Dartmouth and the Employee agree that the Employee will work the schedule noted in #4 above beginning on **[Effective date]**, and that any modifications to this schedule will be based on an evaluation of the arrangement's effectiveness and alignment with the guiding principles of Dartmouth's Alternative Work Arrangements policy.

The first evaluation will be performed within 90 days of effective date of this Agreement, and either Dartmouth or the Employee can request a modification to or review of Employee's work schedule at any time during this period. This Agreement does not guarantee Employee employment with Dartmouth for a fixed or indefinite term.

Arrangements are subject to ongoing review and may be subject to modifications or termination at any time based upon performance concerns or business needs. Generally, the Manager or Employee should give at least 30 days prior notice of ending or adjusting an arrangement, business needs permitting. In some instances, a resumption of the original schedule may no longer be possible and alternatives should be identified.

14. **Reassignment On-Campus.** If Dartmouth determines that it wishes to discontinue this arrangement, the Employee may be given the opportunity to work fully on campus. If the Employee declines an offer to perform the job duties on campus, this will be considered a resignation. Dartmouth and the Employee may terminate the employment at any time based on the College's employment policies.
15. **Regulatory Compliance.** Employee agrees that employment notices required to be displayed and accessible by states in which Dartmouth is established as an employer are available and accessible to Employee online along with the federal workplace notices, accessible via Dartmouth's website: http://www.dartmouth.edu/hrs/employment/dol_posters.html
16. **Work Location.** [HYBRID: Employee and Dartmouth agree that Employee's assigned work location is in **[State]**.][REMOTE: Employee and Dartmouth agree that Employee will work from a work location in **[State]**. Employee agrees to notify Dartmouth Human Resources and Dartmouth Payroll if there are any changes to the City or State from which they are working remotely.]
17. **Tax Withholding.**
- a) Employee agrees that they are performing **[remote/hybrid]** work from a remote location for their sole benefit and not at Dartmouth's direction or request.] Employee and Dartmouth acknowledge that is not considered an employer in **[State]** and will not withhold **[State]** income taxes from Employee's paycheck. Employee agrees that payment of income taxes resulting from their working for Dartmouth but living in **[State]** will be their responsibility.

OR:

b) Employee and Dartmouth acknowledge that Dartmouth is considered an employer in [State], and that state income taxes will not be withheld because [State] does not presently have an individual income tax.

OR:

c) Employee and Dartmouth acknowledge that Dartmouth is considered an employer in [State] and will withhold [State] income taxes from Employee's paycheck based on the Employee's withholding elections

18. **Choice of Law.** The Employee and Dartmouth agree that any disputes arising under this Agreement or arising out of the employment relationship will be resolved by application of New Hampshire law.

19. **Employee Commitments and Suitable Workplace.** Employee is expected to also complete the "Hybrid or Remote Work: Suitable Workplace Checklist" and "Hybrid or Remote Work: Employee Commitments" attachments to this Agreement, the terms of which are incorporated by reference to this Agreement.

Signatures:

Employee Signature

Date

Employee Print Name

NetID

Supervisor Signature

Date

Supervisor Print Name

NetID

Hybrid or Remote Work: Suitable Workspace Checklist

Alternative worksites may be subject to review by Dartmouth to ensure the space is suitable and effective as a workplace.

Safety

- Remote worker has a clearly defined workspace that is kept clean and orderly.
- Exits are free of obstructions.
- The area is well ventilated and heated.
- Storage is organized to minimize risks of fire. Defects/debris are promptly addressed to minimize the risk of trip/fall.
- All extension cords have grounding conductors and are UL approved.
- Surge protectors are used for computers, fax machines, and printers and are UL approved.
- Computer components are kept out of direct sunlight and away from heaters.
- Supplies and equipment are in good condition.
- Exposed or frayed wiring and cords are repaired or replaced immediately upon detection.
- Lighting levels are adequate for reading and maintaining productivity.

Emergency

- Emergency phone numbers are posted at alternative worksite.
- A first aid kit is easily accessible and serviced as needed.
- Portable fire extinguishers are easily accessible and serviced as needed.

Ergonomics

Desk, chair, computer, and other equipment are of appropriate design and arranged to eliminate strain on all parts of the body. See [Office Ergonomics Resources](#) for guidance. Specific requests are based on the discretion of the supervisor and the availability of departmental funds.

Other

- Space is free from outside distraction or personal distraction that may inhibit effective work.

Employee Signature

Date

Hybrid or Remote Work: Employee Commitments

As part of my remote work request, I understand and agree to the following conditions:

- I will maintain a safe workspace by following the *Suitable Workspace Checklist* and I will hold Dartmouth harmless for injury to others at my alternative work site or to myself outside of work hours.
- I will provide a secure location for college-owned equipment and materials.
- I will abide by Dartmouth's [Electronic Communication Policy](#).
- I am responsible for remote work expenses and equipment. In most cases, Dartmouth will not provide additional technology or pay for any technology costs for remote workers (e.g. printers, internet costs, etc.), unless a separate agreement indicates otherwise.
- Dartmouth retains the right to periodically review and/or modify the agreement on a temporary or permanent basis as a result of operational needs or as a result of an employee request supported by the supervisor.
- I have made appropriate arrangements to allow me to be productive in my remote workspace (e.g. childcare, eldercare, etc.).
- I may be required to be physically present in the office with reasonable notice according to business needs.

Employee Signature

Date