

Remote Work Agreement

Employee Name: _____ Employee Title: _____
Department: _____ Supervisor Name: _____
Proposed Start Date: _____ through _____

EMPLOYEE CERTIFICATION

1. I understand that my duties, obligations, responsibilities and the terms and conditions of employment with Berklee remain unchanged except those obligations and responsibilities specifically addressed in this agreement. My salary and benefits remain unchanged as well as a result of my remote work. I understand that this agreement does not constitute an employment contract.
2. I understand that this agreement is voluntary and may be revoked or modified by Berklee at any time for any reason. I understand that this agreement does not create an entitlement to continued remote work.
3. I understand that performing work from a location outside of the United States is not permitted.

For employees based at our Boston campus: If I perform work at a location outside of the Commonwealth of Massachusetts or move to a location outside of the Commonwealth, I must receive prior approval from Human Resources.

For employees based at our BerkleeNYC campus: If I perform work at a location outside of the state of New York or move to a location outside the state of NY, I must receive prior approval from Human Resources.

4. I understand that Berklee makes no representations about any income tax implications related to my remote work and the location I have been approved to work from. I agree that I am responsible for tax consequences and other legal implications that may occur, including local zoning restrictions. Berklee encourages remote employees to consult a qualified tax professional. Berklee does not provide tax advice.
5. I agree that I will not be the primary care provider for any dependent during my 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 remote work arrangement and that I will continue to be responsible for reporting my time as required by Berklee 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 Berklee policies and procedures, departmental guidelines, and to the terms otherwise agreed upon by my supervisor and me.
8. I agree that I may be required to travel to campus as requested by my supervisor.
9. 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.
10. I agree to report work-related injuries to my supervisor and Human Resources within 24 hours or at the earliest reasonable opportunity. I agree to hold Berklee harmless for injury to others at my remote work location.
11. I agree to restrict the use of Berklee-provided equipment and supplies located in my remote work site to the same policies that apply to equipment on campus.
12. 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 Berklee's acceptable use policy.
13. I agree to maintain the security and confidentiality of materials I access as part of my employment, and to abide by Berklee'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.
14. I agree not to download any Berklee data or information onto my personal computer or onto any computer not provided by Berklee in my possession.
15. I understand that all equipment, information, documents, records and materials provided by Berklee remain the property of Berklee. I also understand that any information or documents used or created by me in the performance of my work assignments are the property of Berklee.

16. I understand that reasonable office supplies will be provided by Berklee as needed and that any out-of-pocket expenses for other supplies will not be reimbursed unless I have the prior approval of my supervisor.
17. I agree to return Berklee equipment, records, and materials within seven (7) days of termination of this agreement. All Berklee equipment will be returned by me for inspection, repair, replacement or repossession within seven days written notice.
18. I agree to be available during the assigned business hours, as stipulated in this agreement, for communication by phone, voice mail, email, etc.

Note: A remote worker may be required, on rare instances, to travel to campus for a necessary in-person meeting or event. In these instances, Berklee may pay reasonable travel related costs. This travel requires advance approval from the direct manager and area leader.

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's signature: _____ Date: _____

APPROVALS

Supervisor's approval: _____ Date: _____

Area SVP Approval: _____ Date: _____

Human Resource Approval: _____ Date: _____

Please submit the completed form to Human Resources. Remote Work cannot begin until the signed Remote Work Agreement is on file with Human Resources.