

Alternate Work Location Agreement
(To Be Placed in Personnel File)

Faculty/Staff Name:

Employee ID:

Purpose of Alternate Work Location Agreement ("Agreement"):

Chair, Supervisor, or Department Head Name:

Effective Date of Request:

Schedule and Location: Your regularly scheduled workweek is **Monday** through **Friday**, ___ a.m. to ___ p.m. You will work from **(insert details on the approved AWL)** during these hours on _____, _____, and _____. You will work out of the Campus location as designated by your Chair/Supervisor or Department Head on the schedule required by the University.

Job Duties and expectations while authorized to utilize an Alternate Work Location ("AWL"):

[Detail of duties and expectations by Chair/Supervisor/Department Head]

Policy Compliance: Just as when working from a Campus location, while authorized to utilize an AWL, you are required to abide by and adhere to all Baylor policies, to include Baylor University Personnel Policy, *Alternate Work Location* (BU-PP 045), including any updates as they may be published from time to time. If you are working from outside of Texas, it is your responsibility to contact Human Resources to determine if there will be any impact to applicable policies and / or taxes based on the state in which you are working. No one may work outside of the United States without written approval of the Provost or Vice President of Human Resources.

Changes: It is important for Baylor to know where its faculty and staff members are working at all times, in order to provide support and for compliance purposes, e.g., state tax withholding. As such, you may not alter the assigned work schedule or location, either on a temporary or permanent basis, without first having requested and received written approval from your Chair/Supervisor, or Department Head in coordination with Human Resources. Unless the AWL is contractually agreed to in writing by the President or a Vice President, the arrangement could be temporary as determined by the Chair/Supervisor/Department Head, for example if the University determines the completion of job duties and fulfillment of job expectations is less than optimal at the AWL. The University may change the conditions under which you are authorized to utilize an AWL, or it may cancel AWL with or without cause and with or without notice.

Baylor typically:

- Provides computer, keyboard, mouse, monitor and appropriate software. All equipment will remain the property of Baylor University;
- Covers the cost of office supplies and incidentals;
- If the assignment to an AWL is mandatory, the University may reimburse you or directly pay the cost of high-speed internet each month and / or assign a University-owned smartphone with internet as a hot-spot; and
- If the assignment to an AWL is mandatory, travel to and from the AWL should be coordinated with the Chair/Supervisor in order to permit applicable travel reimbursements.

Staff and Faculty responsibilities (this is not an exhaustive list):

- Comply with all policies, such as leave policies;

- Comply with BU-PP 045 and this Agreement, such as required safety inspections and workplace injury notifications;
- Ensure that University work is performed on a secure internet and performed in accordance with IT policies;
- Safeguard and secure University information, data, and documents;
- Maintain internet connectivity;
- If a smartphone is not assigned, maintain a working phone line to conduct University business;
- Contact your department for purchase and/or reimbursement of office supplies and incidentals;
- Notify your Chair/Supervisor of any requests to changes in these work duties and seek proper approval;
- Notify your Chair/Supervisor of any desired change(s) in employment location;
- Stay connected to peers and colleagues through continued collaboration and utilizing communication methods as requested by Chair/Supervisor and team members; and
- Upon separation from employment, all University issued property must be returned immediately.

Hourly Staff: Employees who are paid hourly must record all hours and breaks, such as meal periods during the workday. Hourly staff must obtain pre-approval to work any overtime, in accordance with University policy. Any request to flex time within the agreed work hours must be communicated and approved by your Chair/Supervisor.

Maintain Premises: An AWL is permitted with the explicit understanding that it is your responsibility to ensure that a proper work environment is maintained. This means that dependent care arrangements, if any, must be made so as not to interfere with your work, and that personal disruptions such as non-business telephone calls and visitors must be kept to a minimum. You shall not invite third parties to visit your approved work location for the purpose of conducting University business unless you have written authority from your Chair/Supervisor.

Inspections: To ensure that safe work conditions exist, you must conduct an initial and then annual self-inspection, self-inspection upon change of locations, and provide documentation to your Chair/Supervisor and Environmental Health and Safety. You will contact Baylor Environmental Health & Safety for the initial self-inspection form and for annual inspections. Your signature at the end of this document serves to grant a license to the University, its agents and representatives to inspect and have prompt access to the designated alternate workplace (identified above) at any time during your regularly scheduled working hours on any regularly scheduled workday, in order to ensure compliance with health and safety requirements.

Indemnity: In exchange for permission to utilize an AWL, by your signature below, you agree to hold harmless and otherwise indemnify the University for any injuries that occur to third parties, including members of your family, on the alternate work location premises, regardless of whether these injuries occur during your normal business hours.

Notice: Any injury that occurs while you are performing work on behalf of the University from your AWL shall be covered by the University's workers' compensation insurance, unless such coverage is excluded by the policy. You must comply with the University policy on notification related to work-related injury.

Costs: Unless otherwise required by state law, the University shall not be responsible for any operating costs that accrue from utilizing an AWL, unless otherwise agreed in writing by the Chair/Supervisor/ or Department Head. Of course, you retain the right to request reimbursement that would otherwise be warranted for expenses incurred while conducting University business.

Not Contractual: Nothing in this Agreement or assignment to an AWL alters or creates a contractual obligation by the University or alters the at-will relationship. Likewise, nothing in this policy or authorization alters the Letter of Appointment for faculty.

Supersession: This Agreement supersedes any and all agreements, either oral or written, which may have arisen prior to the execution of this Agreement, regarding the circumstances and conditions under which you are permitted to work remotely. No waiver or modification of this Agreement shall be valid unless in writing and approved by Human Resources.

I, [Employee Name], hereby acknowledge that I have read BU-PP 045 and this Agreement, that I understand them fully, and agree to comply with the duties, responsibilities, terms and conditions set forth in policy and this Agreement. I further voluntarily agree to utilize the AWL identified in this Agreement and am voluntarily executing this Agreement. I understand that a failure to comply with Baylor policy or this Agreement may result in revocation of the authorization to work from the AWL, and / or disciplinary action up to and including termination. I also understand that the University may change the conditions under which I am authorized to work at the AWL, or it may cancel AWL with or without cause and with or without notice.

Employee Signature and Date:

Chair, Supervisor, or Department Head Signature and Date: