**TELEWORK AGREEMENT**

This Agreement, effective **[insert date]**, is between **[insert employee name]** an employee (referred to as “Employee”) and **[insert company name]** (referred to as “Employer”). Both parties acknowledge that sufficient consideration exists for this Agreement in the form of mutual gain and benefit.

The parties, intending to be legally bound, agree as follows:

**Scope of Agreement** – Employee agrees to perform services for Employer as “teleworker.”  As a teleworker, the Employee will perform their job duties from a remote office located in the Employee’s personal residence.

The Employee agrees that this Agreement addresses only the terms and conditions of the telework arrangement. The Employee remains subject to the terms and conditions of employment pursuant to the Employer’s policies, job descriptions, procedures, guidelines, and instruction. The Employee’s salary and benefits are not affected by the telework arrangement, except as follows:

* The Employee will not be eligible for a car allowance or cellular telephone.
* The Employee agrees that notwithstanding the telework plan, the Employer may from time to time require the Employee’s presence at the Employer’s main work site for work-related purposes.

**At-will Employment** - The parties agree that nothing in this Agreement alters the at-will nature of employment. Either the Employee or Employer has the right to terminate employment at any time for any reason. The Employee understands and agrees that this Agreement does not guarantee employment for any period of time.

**Modification or Termination of Agreement** – Employee’s participation as a teleworker is entirely voluntary. Teleworking is available only to eligible employees, at Employer’s sole discretion or as otherwise required by law. Teleworking is not an employee benefit intended to be available to the entire organization. As such, no employee is entitled to, or guaranteed the opportunity to, telework. Either party may terminate Employee’s participation in the program, with or without cause, in writing, to the other party. Employer will not be held responsible for costs, damages or losses resulting from cessation of participation in the teleworking program. This Agreement is not a contract of employment and may not be construed as such.

Employer may modify the telework plan at its sole discretion upon written notice to the Employee. Employee may seek modification of the telework arrangement by making a written request to **[insert title]**, though such request is contingent upon employer approval.

Should either party wish to modify the telecommuting arrangement, the Employer reserves the right to determine what modifications, if any, will be made to the work arrangement. If either party wishes to discontinue the telecommuting arrangement, the Employer will determine what other job assignment, if any, is available for the Employee at that time.

**Work hours and Overtime**– Work hours are not expected to change during the program. The daily work schedule for the days when working at home is subject to negotiation with and approval by Employee’s manager. Initially, the employee’s hours of work are [**insert work schedule**]. The manager may require that Employee work certain “core hours” and be accessible by telephone during those hours. In the event that overtime is anticipated, this must be discussed and approved in advance with the manager, just as any overtime scheduling would normally have to be approved. The Employee will report worked time to the Employer consistent with the Employer’s instructions.

**Equipment, Supplies and Resources** – Employer agrees to provide the following for the Employee’s use while Teleworking under this Agreement: **[insert equipment]**

Employee’s out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of Employee’s manager and in accordance with the employer’s expense reimbursement policy. All of these items remain the property of Employer and must be returned to the Employer upon request.

The Employer may modify its provision of equipment, supplies, or resources upon notice to the Employee. The Employee agrees that the equipment, supplies, and resources are provided for use by the Employee only and only for business purposes. Other household members or anyone else should not the equipment, resources and office supplies. The Employee will follow any and all instructions related to the use of the foregoing equipment, supplies, and resources.

The Employee will provide all other resources necessary to the telecommuting work site, including but not limited to: furniture, file cabinet(s) with locking mechanisms, utilities, and telephone lines.

The Employee will immediately report any damage to, or malfunction of, company property to the Employer. The Employer will, at its discretion, undertake routine maintenance of the equipment and resources it provides to the Employee. However, the Employee will be responsible for the damage to, or loss of, Employer property. If at any time the Employer demands return of any Employer property, and such property is not returned, the Employee agrees to be financially liable for the replacement value or fair market value of such property, whichever is higher.

**Workspace** – Employee agrees to designate a workspace within Employee’s remote work location for placement and installation of equipment to be used while teleworking. Employee agrees to maintain this workspace in a safe condition, free from hazards and other dangers to Employee and equipment. Employer must approve the site chosen as Employee’s remote workspace. Employee is expected to submit three photos of the home workspace to management prior to implementation. Any company materials taken home should be kept in the designated work area at home and not be made accessible to others.

**Confidentiality** - The Employee agrees to follow all security measures (including but not limited to maintaining up to date antivirus and malware security on computer equipment and peripherals that meet company security standards, and utilizing passwords to protect key electronic files in accordance with company policy) to protect any company records or files, including electronic information. The Employee will follow company procedures related to computer use and network access (including but not limited to maintaining and changing company passwords) and will store company records, files, or other data in a locked file cabinet. The Employee will not allow anyone other than the Employee to have access to any information related to the Employer’s business, including access to Employer property.

**On –Site Visits** - The Employee understands that for business purposes, the Employer may conduct on-site visits of the Employee’s home work site. The Employee will cooperate with any such visits. At the request of the Employer, the Employee will also fully cooperate with any on-site visit by a third party, including but not limited to any a state or federal agency or the Employer’s insurance carrier. When possible, the Employer will try to provide advance notice to the Employee of any on-site visits.

**Injuries** – The Employee agrees to maintain the telecommuting work site in a safe condition, free from hazards and other dangers to the Employee or any other person. The Employee will immediately report any personal injury, or injury to any other person, to the Employer when such injury occurs during working hours or involves any Employer property.

Employer will be responsible for any work-related injuries under Workers Compensation laws, but this liability is limited to injuries resulting directly from work and only if the injury occurs in the designated work area. Any claims will be handled according to the normal procedure for Worker’s Compensation claims.

Employee understands that the Employee remains liable for injuries to third persons and/or members of Employee’s family on Employee’s premises. Employee agrees to defend, indemnify and hold harmless Employer, its affiliates, employees, contractors and agents, from and against any and all claims, demands or liability (including any related losses, costs, expenses, and attorney fees) resulting from, or arising in connection with, any injury to persons (including death) or damage to property caused, directly or indirectly, by the services provided herein by Employee or by Employee’s willful misconduct, negligent acts or omissions in the performance of the Employee’s duties and obligations under this Agreement, except where such claims, demands, or liability arise solely from the gross negligence or willful misconduct of the Employer.

**Dependent Care** – Teleworking is not a substitute for dependent care. Teleworkers will not be available during company core hours to provide dependent care.

**Income Tax** – It will be the Employee’s responsibility to determine any income tax implications of maintaining a home office area. Employer will not provide tax guidance nor will Employer assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

**Evaluation** – Employee agrees to participate in all studies, inquiries, reports and analyses relating to this program.

**Governing Law – [Insert State]** law will govern the interpretation of this Agreement.

**Severability** - If any of the provisions of this Agreement are found to be unreasonable, unenforceable, or otherwise invalid, the rest of the Agreement will remain in full force and effect.

**Entire Agreement** - This Agreement represents the entire telecommuting agreement between the parties. The Employee is not relying on any verbal or unwritten statement in entering into this Agreement.

**Modification and Waiver** - The terms of this Agreement cannot be modified or waived without a written agreement signed by both parties. The Employer’s waiver of the breach of any provision will not be construed as a waiver of any subsequent breach.

Employer’s Signature

Date

I affirm by my signature below that I have read this Agreement and understand its subject matter. I affirm that I was given the opportunity to have this Agreement reviewed by my own legal counsel prior to entering into it.

Employee’s Signature

Date