

The **Telecommuting Agreement** is a legal document identifying the responsibilities of both the telecommuter and the employer. The agreement mirrors the policies. The employee signs the agreement.

Sample Telecommuting Agreement

This Agreement, effective _____, is between _____, an employee (referred to as "Employee") and _____ (referred to as "Employer").

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

Scope of Agreement - Employee agrees to perform services for Employer as "telecommuter." Employee agrees that telecommuting is voluntary and may be terminated at any time, by either the Employee or Employer, with or without cause.

Term of Agreement - This Agreement shall become effective as of the date written above, and shall remain in full force and effect, as long as Employee telecommutes, unless the agreement is terminated.

Termination of Agreement - Employee's participation as a telecommuter is entirely voluntary. Telecommuting is available only to eligible employees, at Employer's sole discretion. Telecommuting 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, telecommuting. Either party may terminate Employee's participation in the program, with or without cause, upon reasonable notice, in writing, to the other party. Employer will not be held responsible for costs, damages or losses resulting from cessation of participation in the telecommuting program. This Agreement is not a contract of employment and may not be construed as such.

Salary, Job Responsibilities, Benefits – Salary, job responsibilities, and benefits will not change because of involvement in the program, except as they might have changed had Employee stayed in the office full-time, e.g., regular salary reviews will occur as scheduled, and Employee will be entitled to any company-wide benefits changes that may be implemented. Employee agrees to comply with all existing job requirements as now are in effect in the office.

Work hours, Overtime, Vacation - Work hours are not expected to change during the program. 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.

Work Schedule - The daily work schedule for the days when working at home is subject to negotiation with and approval by Employee's manager. The manager may require that Employee work certain "core hours" and be accessible by telephone during those hours.

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Equipment - Employer may provide the necessary computer, modem, software, and other equipment needed for telecommuting. All of these items remain the property of the company and must be returned to the company upon request. The computer, modem, software, and any other equipment or supplies provided by Employer are provided for use on company assignments. Other household members or anyone else should not use the equipment and software. Company-owned software may not be duplicated except as formally authorized. Employer will be responsible for insurance and maintenance of all company-provided materials.

Employee may use personal equipment for telecommuting purposes. In such cases, Employee will be responsible for the maintenance and insurance required for the equipment.

Workspace - Employee agrees to designate a workspace within Employee's remote work location for placement and installation of equipment to be used while telecommuting. 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.

Employee agrees that Employer can make on-site visits (with 48 hours advance notice) to the remote work location for the purpose of determining that the site is safe and free from hazards, and to maintain, repair, inspect, or retrieve company-owned equipment, software, data or supplies. In the event that legal action is required to regain possession of company-owned equipment, software, or supplies, Employee agrees to pay all costs incurred by Employer, including attorney's fees, should Employer prevail.

Office Supplies - Office supplies will be provided by Employer as needed. Employee's out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of Employee's manager.

Worker's Compensation - Employer will be responsible for any work-related injuries under our state's 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.

Liability for Injuries - 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

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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 - Telecommuting is not a substitute for dependent care. telecommuters 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.

Employee remains obligated to comply with all of Employer's rules, practices, instructions and this Agreement. Employee understands that violation of any of the above may result in preclusion from telecommuting.

I have read and understand this agreement and accept its conditions.

EMPLOYEE _____ DATE _____

SUPERVISOR _____ DATE _____

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