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# Virtual & Telecommuting Work Agreement

# December 2019

This Virtual & Telecommuting Work Agreement (the “Agreement”) shall set forth terms and conditions under which **(Employee Name)** (“you”) shall perform his/her job duties for the National Association of State Workforce Agencies (“NASWA”) at a location other than NASWA Headquarters located at 444 North Capital Street, NW, Suite 300, Washington D.C. 20001 (the “NASWA Main Office”). Such alternate location will be a designated location within your home, or another work environment approved by NASWA (the “Location”).

1. The term of this Agreement shall commence on **[Employee’s Hire Date]** and shall continue until terminated in accordance with this Agreement. This Agreement is not an employment contract and does not guarantee your continued employment at NASWA; your employment with NASWA shall continue to be at will and nothing set forth herein shall alter your status as an at will employee of NASWA. It is understood and agreed by the parties that entrance into this Agreement is voluntary and has been deemed acceptable to both you and NASWA. You understand that this Agreement is currently possible based on your position, performance, team structure and business needs.  Therefore, NASWA may change or discontinue this Agreement at any time and for any reason, or no reason whatsoever. If you no longer wish to continue the arrangement set forth herein, you will promptly inform your NASWA supervisor.
2. All NASWA policies, procedures and agreements that would be applicable at the NASWA Main Office will apply at the Location unless subject to (and may be overridden by) the requirements of applicable federal, state or local laws. You understand and agree that you must dedicate your hours of work to performing your job responsibilities on behalf of NASWA and non-work-related activities will not be performed during or interfere with your NASWA work hours. Failure to comply with NASWA policies may result in termination.
3. You and your direct supervisor will discuss and assess your performance and any issues related to the unique responsibilities inherent in remote work. Any deterioration in your work performance or effectiveness may result in performance counseling, a performance improvement plan or other action up to and including termination.
4. In the event of unforeseen events (i.e. system/connection issues, etc.) and/or other business needs, as determined at NASWA’s sole discretion, you agree to adapt your schedule and work from or attend meetings in the NASWA Office. If this is geographically unfeasible, you agree to work at an alternative location until the situation is resolved. Specifically, you understand and agree that if you are prevented from performing your job duties due to power interruption, telephone service issues or other conditions, at NASWA’s discretion, you will be required to perform your job duties at an alternative location until such issues have been resolved at the Location.

In the event you will be working from a location outside your established home office, you agree to notify your supervisor where you will be working from, time zone, hours you will be working and dates.

1. You are expected to establish and adhere to a schedule for checking e-mail and for checking in with management or team members on regularly scheduled workdays, agreeable to your management. You must provide a mobile phone number along with a substitute number should your management need to contact you on NASWA workdays. For your own safety, you are required to provide an emergency contact name and number.
2. Products, documents and other records used and/or developed while at the Location remain the property of NASWA and must be made available to NASWA and are subject to company policies regarding confidentiality and authorized access.
3. You agree to maintain the work environment at the Location in the same operating condition as your work environment would be at the NASWA Office. Your work area/station must be kept in a neat, orderly fashion as a normal professional business atmosphere and adhere to established organizational standards for safety, including ergonomics, security, including systems, and confidentiality of company and customer information. All NASWA policies, procedures and agreements that would be applicable at the NASWA Office will continue to apply at the Location.

1. If the Location is a portion of your home, a description of this workspace will be submitted as part of the onboarding process to ensure it meets organizational standards for safety, confidentiality and security. NASWA does not assume responsibility for injury to any other persons at the Location.
2. Individual tax implications, homeowner’s insurance and incidental residential utility costs that may result from this Agreement are solely your responsibility.
3. Equipment: Your job responsibilities may require the use of computer, telephonic and other equipment while you are operating from the Location. At NASWA’s sole discretion, you may be provided with some or all this equipment. The following outlines the guidelines for use of NASWA’ equipment and restrictions on the use of personal equipment for NASWA business:
4. You understand that, per the attached equipment checklist (if applicable), all equipment provided by NASWA remains the sole property of NASWA and is for business use only. Any additional software must be approved and installed by a NASWA designated party. Misuse of NASWA equipment may warrant termination. You agree to protect and care for all such equipment in a reasonable fashion. You may be responsible for the replacement value of the equipment should the equipment be lost, stolen or damaged while at the Location or while transporting it to or from the Location. Responsibility of the replacement cost will be determined on a case by case basis depending on the circumstances.
5. You are responsible for alerting NASWA as soon as possible should you experience a breakdown or other malfunction of NASWA provided equipment. NASWA shall examine the equipment and determine, at its sole discretion, whether such equipment should be replaced or repaired. Unless the damage to the equipment is determined to have been caused by the Employee’s misuse, negligence or willful misconduct, such replacement or repair shall be at NASWA’s expense. You agree to perform your job duties at the NASWA Office until such equipment can be replaced or repaired, unless otherwise agreed by you and NASWA.
6. Unless otherwise agreed to in writing, NASWA does not assume liability for loss, damage or wear of your own equipment.
7. This Agreement and any claim related directly or indirectly to this Agreement shall be governed by the laws of the District of Columbia.

*I have read the Agreement and have discussed the terms and conditions of this Agreement with my supervisor as needed. I understand and agree to the provisions of this Agreement and any attachments. I also understand that NASWA may modify or terminate this agreement at any time in its sole discretion.*

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NASWA Employee Signature Date