



**Excalibur Legal Staffing, LLC/Excalibur Staffing Services  
Telecommuting Agreement**

This Agreement, effective 01/01/16, is between \_\_\_\_\_, an employee (referred to as "Employee") and **Excalibur Legal Staffing, LLC/Excalibur Staffing Services** (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" during Government Shutdown or periods where previous approval from direct supervisor on client site and Employer are obtained. Employee agrees that telecommuting is voluntary and may be terminated at any time, by either the Employee or Employer or its clients, 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.

**Equipment** – Employee is expected to provide their own equipment if telecommuting. If employer provides 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

