

REMOTE WORK AGREEMENT

1. 1. Parties and Purpose

This Remote Work Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [COMPANY NAME], a [ENTITY TYPE] located at [COMPANY ADDRESS] (the "Company"), and [EMPLOYEE NAME] (the "Employee"), who holds the position of [JOB TITLE] and reports to [MANAGER NAME AND TITLE]. This Agreement sets out the terms under which the Employee is authorized to perform their job away from a Company office. It supplements, and does not replace, the employment terms of the Employee, the employee handbook, and any confidentiality or invention assignment agreement, all of which continue to apply in full while working remotely. Where this Agreement conflicts with the handbook on a remote work topic, this Agreement controls.

2. 2. Approved Arrangement and Eligibility

The Employee is approved for a [FULLY REMOTE / HYBRID] arrangement beginning on [ARRANGEMENT START DATE]. If hybrid, the Employee will work from [OFFICE LOCATION] on [IN-OFFICE DAYS, e.g., Tuesday and Wednesday each week] and remotely on the remaining scheduled days. Eligibility for remote work depends on the duties of the role, the performance record of the Employee, and the operational needs of the team, and it is reviewed at least [REVIEW FREQUENCY, e.g., annually] or when the role changes. Remote work is a working arrangement rather than an employee benefit or entitlement, and approval of this arrangement does not alter the at-will nature of the employment relationship. The Employee may be required to attend the office or another location for [IN-PERSON REQUIREMENTS, e.g., onboarding, quarterly team meetings, client visits, or training] with reasonable advance notice.

3. 3. Designated Remote Work Location

The approved remote work location is [REMOTE WORK ADDRESS, CITY, STATE] (the "Remote Location"). The Employee will perform work from the Remote Location and will not work from another state or country without prior written approval from [APPROVAL CONTACT], because a change in work location can affect payroll tax registration, workers compensation coverage, insurance, wage and hour rules, and leave entitlements. The Employee will give at least [RELOCATION NOTICE, e.g., 30 days] written notice before any change of residence or primary work location. Short-term work from a temporary location, such as while traveling, requires notice to the manager and is limited to [TEMPORARY WORK LIMIT, e.g., 10 consecutive business days] unless approved in writing. Working from public networks or shared spaces is permitted only in accordance with Section 8.

4. 4. Work Schedule and Availability

The regular remote schedule of the Employee is [SCHEDULE, e.g., Monday through Friday, 9:00 a.m. to 5:00 p.m.] in the [TIME ZONE] time zone, with core availability hours of [CORE HOURS, e.g., 10:00 a.m. to 3:00 p.m. Eastern] during which the Employee will be reachable for meetings and collaboration. The Employee will be reachable through [COMMUNICATION CHANNELS, e.g., company email, the team chat tool, and their company phone number] during working hours and will respond within [RESPONSE EXPECTATION, e.g., two business hours] during core hours. Any change to the regular schedule requires manager approval in advance. The Employee will follow the standard process for requesting time off and will not perform work while on approved leave. Remote status does not change break and meal period entitlements under applicable law.

5. 5. Timekeeping, Overtime, and Classification

The Employee is classified as [EXEMPT / NON-EXEMPT] under the Fair Labor Standards Act and applicable

state wage law, and that classification does not change because the work is performed remotely. If the Employee is non-exempt, the Employee will accurately record all hours actually worked each day, including start and stop times and unpaid meal periods, in [TIMEKEEPING SYSTEM], and will not perform any work off the clock, including checking email or messages outside recorded hours. All overtime must be approved in advance by the manager; unapproved overtime is a performance issue but will still be paid for hours actually worked, as required by law. The Employee will take all rest and meal breaks required by the law of the state where they work and will record them accurately. Falsifying time records is grounds for discipline up to and including termination.

6. 6. Equipment and Company Property

The Company will provide the following equipment for use at the Remote Location: [EQUIPMENT LIST, e.g., laptop, monitor, keyboard, mouse, headset, docking station]. All equipment provided remains the property of the Company, is issued for business use, and must be returned in good condition, ordinary wear excepted, on request or at the end of employment. The Employee will use reasonable care, will keep equipment in a secure area of the Remote Location, and will not allow family members, housemates, or others to use it. The Employee will report loss, theft, or damage to [IT CONTACT] within [DAMAGE REPORT WINDOW, e.g., 24 hours]. Company software may be installed only through approved channels, and the Employee will not install unauthorized software or disable security controls. Any personal device used for work must meet the security requirements in Section 8 and is subject to the applicable bring-your-own-device policy.

7. 7. Expenses and Reimbursement

The Company will reimburse the following remote work expenses: [REIMBURSABLE EXPENSES, e.g., a home office setup allowance of AMOUNT, a monthly internet stipend of AMOUNT, business phone usage, and required office supplies], submitted through [EXPENSE SYSTEM] with receipts within [SUBMISSION WINDOW, e.g., 30 days] of the expense. Expenses not listed, including rent, utilities beyond any stated stipend, furniture beyond the setup allowance, and personal technology upgrades, are not reimbursed unless approved in writing in advance. Where the law of the state in which the Employee works requires reimbursement of necessary business expenses incurred while working from home, the Company will reimburse those expenses as required by that law, and this Section is deemed modified accordingly. Commuting costs to a Company office on scheduled in-office days are not reimbursable unless the trip is outside the normal commute of the Employee. The Employee will not incur an expense on behalf of the Company without authority to do so.

8. 8. Information Security and Confidentiality

The Employee will protect Company and customer information at the Remote Location at the same standard applied in a Company office. The Employee will use a private, password-protected network with current encryption, will keep operating systems and security software up to date, will use the Company virtual private network and multi-factor authentication where required, and will lock devices when unattended. The Employee will not use public or unsecured wireless networks for Company work without the Company virtual private network, will not allow others to view screens containing confidential information, and will conduct confidential calls where they cannot be overheard. Company documents will be stored in approved Company systems rather than personal cloud accounts, personal email, or personal devices, and printed materials will be secured and shredded when no longer needed. The Employee will report any suspected security incident, lost device, or unauthorized access to [SECURITY CONTACT] immediately and in any event within [INCIDENT REPORT WINDOW, e.g., 24 hours].

9. 9. Workspace Safety and Workers Compensation

The Employee will maintain a safe, ergonomic, and distraction-appropriate workspace at the Remote Location,

with adequate lighting, ventilation, seating, and electrical safety, and will keep walkways clear of hazards. The Employee will complete the workspace self-certification checklist attached as Exhibit A before beginning remote work and will recertify [RECERTIFICATION FREQUENCY, e.g., annually]. Workers compensation coverage applies to injuries arising out of and in the course of employment at the Remote Location during working hours; it does not extend to injuries that occur during personal activities, to household members, or to visitors. The Employee will report any work-related injury to [INJURY REPORT CONTACT] within [INJURY REPORT WINDOW, e.g., 24 hours] and will cooperate with any investigation. With reasonable advance notice and the consent of the Employee, the Company may request photographs of the workspace or arrange a virtual walkthrough for safety and ergonomic purposes only.

10. 10. Performance, Communication, and Meetings

Performance expectations, goals, and evaluation standards for the Employee are the same as for comparable in-office roles and are set out in [PERFORMANCE DOCUMENT, e.g., the current goal plan for the Employee]. The Employee will participate in [MEETING CADENCE, e.g., a weekly one-on-one with the manager, daily team standups, and monthly department meetings] with video enabled where the meeting norms call for it. The Employee will keep their calendar and status accurate, will document work in the systems the team uses, and will proactively communicate blockers, delays, and changes in availability. The Company may use standard business systems to measure work output and system usage in accordance with applicable law and the monitoring provisions of the Company policy; it will not monitor personal devices or personal accounts. Persistent unavailability during core hours or failure to meet performance expectations may result in modification or withdrawal of this arrangement under Section 13.

11. 11. Tax, Payroll, and Multi-State Considerations

Payroll withholding, unemployment insurance, paid leave contributions, and wage and hour rules will be administered based on the state and locality of the Remote Location. The Employee will promptly notify [PAYROLL CONTACT] of any change in residence, work location, or state of primary work so that registrations and withholdings can be updated, and the Employee acknowledges that failure to do so may result in incorrect withholding for which the Employee is responsible. The Employee is responsible for their own personal income tax filings and for any home office deduction eligibility, and the Company makes no representation about the tax treatment of any stipend or reimbursement. Working from a location outside the United States is not permitted without prior written approval from [INTERNATIONAL APPROVAL CONTACT], because it can create immigration, tax, and data protection obligations. Any stipend paid without receipts may be treated as taxable income where required by law.

12. 12. Dependent Care and Personal Obligations

Remote work is not a substitute for dependent care. The Employee will make arrangements for the care of children, elders, or other dependents so that those responsibilities do not prevent the Employee from meeting the availability and performance expectations in this Agreement. The Company does not prohibit the presence of family members at the Remote Location and recognizes that occasional interruptions occur; the expectation is that the Employee remains able to perform their duties and attend scheduled commitments. The Employee will keep personal appointments outside core hours where reasonably possible and will use the standard time off process for anything more than a brief absence. Nothing in this Section limits the right of the Employee to take any leave available under Company policy or applicable federal, state, or local law, or to request a reasonable accommodation.

13. 13. Modification, Suspension, or Termination of the Arrangement

The Company may modify, suspend, or withdraw this remote work arrangement at any time, with [ARRANGEMENT NOTICE PERIOD, e.g., 14 days] written notice where practical, for reasons including a change in business needs, a change in the duties of the role, performance or availability concerns, a security incident, or a compliance issue arising from the work location. The Employee may request to end the arrangement and return to an office location by giving the same notice, subject to space availability. Ending this arrangement does not by itself end employment, but if the Employee is unable or unwilling to work from an assigned Company location when the arrangement ends, employment may be affected. On the end of the arrangement or of employment, the Employee will return all Company equipment and materials within [EQUIPMENT RETURN PERIOD, e.g., 10 days], using the shipping method and prepaid label the Company provides. Any breach of Section 8 may result in immediate suspension of remote access pending review.

14. 14. Governing Law and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE], except that the mandatory employment laws of the state and locality where the Employee actually works will apply where those laws require it, and any dispute will be brought in the courts located in [VENUE COUNTY AND STATE] unless applicable law requires otherwise. This Agreement does not alter the at-will nature of employment and does not create a contract of employment for any period. Amendments must be in writing and signed by the Employee and an authorized representative of the Company. If any provision is found unenforceable, the remainder stays in effect and the provision will be narrowed only as far as necessary. This Agreement, with Exhibit A and any referenced policy, is the entire agreement of the Parties on remote work.

15. 15. Signatures

By signing below, the Employee confirms that they have read this Agreement, understand the expectations for remote work, and agree to comply with them, including the security and location requirements. COMPANY: [COMPANY NAME]. Signature: _____. Printed Name: [COMPANY SIGNER NAME]. Title: [TITLE]. Date: [DATE]. EMPLOYEE: Signature: _____. Printed Name: [EMPLOYEE NAME]. Remote Work Location: [REMOTE WORK ADDRESS]. Date: [DATE]. Electronic signatures and counterpart copies have the same effect as original signatures.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Remote work creates obligations that vary by state and locality, including expense reimbursement requirements, meal and rest break rules, paid leave entitlements, payroll tax registration, workers compensation coverage, and monitoring and privacy restrictions. Employing someone in a new state can also create tax nexus for the business. Review and adapt this document for each state in which your employees actually work, and consult a licensed employment attorney and a tax advisor before implementing it. Use of this template does not create an attorney-client relationship with ScanContract.