



## **Agreement for Remote Work in Support of Social Distancing**

This Agreement for Remote Work in Support of Social Distancing (“Agreement”) is entered into by and between Jewish Child Care Association of New York (“JCCA”) and [ ] (the “Employee”) to establish the terms and conditions for performing work remotely in support of social distancing measures recommended by government and public health officials.

The practice of working at a remote work location instead of physically traveling to a central work place, is a manager-approved work alternative that will be available to employees to support social distancing measures recommended by government and public health officials whenever possible for both JCCA and the Employee. In order to work remotely under these circumstances, the Employee must be able to complete their essential functions and meet the business needs of the organization. It is understood that in every case the arrangement must be agreeable to both the Employee and [ ] (the “Manager”) and must be approved by the Vice President of the Employee’s business division or their equivalent.

### **I. Term**

This Agreement begins on **Date**[ ] and expires on **Date**[ ], a term of ninety (90) days. JCCA will review the Agreement forty-five (45) days after its commencement, or sooner if term is less than ninety (90) days to ensure that the Employee’s work quality, efficiency, and productivity are not compromised. Based on its assessment of the continued need to provide remote work functionality to the Employee, JCCA may extend this Agreement.

### **II. Employee’s Duties**

The Manager will establish the Employee’s schedule as prescribed in the Remote Work Plan (attached as Exhibit A of this Agreement). The Employee agrees to comply with the Remote Work Plan, the Remote Work Guidelines (attached as Exhibit B of this Agreement) and abide by all JCCA and applicable departmental policies.

#### A. General Duties

The Employee’s job duties responsibilities, standards of performance and conditions of employment with JCCA remain unchanged, except those obligations and responsibilities specifically addressed in this Agreement. The Employee:

1. Must notify their manager and division vice president (or equivalent position) of any changes in the agreed upon remote work schedule;
2. Must remain accessible to the Manager and co-workers by telephone and email during work hours;
3. Must be available for teleconferences, scheduled on an as-needed basis;
4. Must be available to come into the office if a business need arises;

5. Must have office calls forwarded to the agency cell phone;
6. Must obtain advance manager approval when the need to work overtime hours arise (applies only to non-exempt employees);
7. Must comply with all leave (*i.e.*, vacation, sick, extended medical leave, etc.) request requirements when the need to take time off arises;
8. Cannot meet with clients at the remote work site, unless it is an official JCCA work site or JCCA approved alternate site (*e.g.*, a public place, such a library or school, etc.);
9. Cannot use JCCA's equipment for personal use; and
10. Cannot allow other non-JCCA staff to operate its equipment or give access to its network.

#### B. Safety and Information Security

The Employee agrees to maintain a safe, secure, and ergonomic work environment and to report work-related injuries to the Manager immediately. The Employee understands that he or she is responsible for all ongoing remote operating costs, such as internet fees and land line telephone fees. The Employee should never purchase or rent equipment, services, or supplies on the assumption that JCCA will reimburse the cost. The Manager and the Vice President of the relevant business division (or equivalent position) must provide prior written approval before the Employee can make any work-related purchases.

The Employee understands that some information used in their work may be deemed confidential by JCCA. This information includes, without limitation, trade secrets, client lists, passwords, confidential client information, financial information, personnel and policy information ("Confidential Information"). The Employee shall apply all JCCA security safeguards and policies at the same level as it is applied in his or her regular office in order to protect such information from unauthorized disclosure, loss, compromise or damage. The Employee remains obligated to comply with all state and agency rules, policies and instructions, as well as this Agreement, as it pertains to the protection of Confidential Information. Violation of the aforementioned rules, policies, and this paragraph of this Agreement may result in termination of this Agreement and/or disciplinary action, up to and including, termination.

The Employee also agrees to comply with all JCCA data security practices and procedures. In addition, the Employee must:

1. Take all measures to protect JCCA data that are in hardcopy form or on portable devices from theft, loss, or unauthorized access during transit and at alternate worksite(s);
2. Report any incidents of loss, damage, or unauthorized access immediately to the Manager;
3. Use flash drives or other portable drives provided by JCCA for uploading or downloading data -- no personal data should be saved to these devices; and
4. Return all hardcopy JCCA data to their office location or shred the same.

#### C. Compliance with JCCA Employment Policies

The Employee remains obligated to comply with all JCCA personnel rules, policies, or practices, and this Agreement. The Employee also understands that any violation of the same may result in

termination of this Agreement and/or disciplinary action, up to and including, termination of employment.

#### D. Child/Dependent Care and Other Interests

While working remotely, Employee agrees to manage their work schedule around their primary caregiver responsibilities, if no other in-home child care assistance is available. Under this circumstance, the Employee's work schedule will be modified and/or extended with the Manager's approval in order to sufficiently make up missed work time within the same workweek. Furthermore, the Employee agrees that they will not be engaged in any non-work-related interests, including but not limited to, operating or working for another business during their predesignated work hours.

### **III. Manager's Duties**

The Manager must employ mechanisms to appropriately manage the Employee's remote work. The Manager will be required to:

1. Communicate work assignments in writing to the Employee;
2. Develop a plan for consistent supervision (*i.e.*, scheduled telephone conference, video conferences; etc.);
3. Create shared documents or logs to track work assignments and their progress toward completion; and
4. Ensure that all time Employee worked remotely is accurately and timely recorded into Ecotime on a weekly basis.

### **IV. JCCA's Duties**

JCCA agrees to provide the Employee with any and all equipment (*i.e.*, hardware and software) to allow him or her to work remotely. JCCA will make every effort to provide the Employee with training and technical support to facilitate remote work.

JCCA maintains the right to make changes, as it deems necessary, to this Agreement. All changes will be communicated in writing to the Employee with as much advance notice as practicable.

Nothing in this Agreement precludes JCCA from taking any appropriate disciplinary or adverse action against Employee if he or she fails to comply with this Agreement and/or policies and procedures adopted by JCCA.

### **V. Compensation & Benefits**

Assuming the Employee's overall work hours remain the same, the Employee's compensation and benefits, including vacation, sick leave, other forms of leave, and travel benefits shall not be affected by the Agreement.

### **VI. Termination**

This Agreement can be terminated or modified at any time or for any reason, including any deterioration in the Employee's work performance or effectiveness. If, for any reason, this Agreement ends, the Employee will be expected to return to their regular work site. Any violations

