



# Out of State Telework Participant Agreement

- Complete this form if telework is to occur 20 or more cumulative workdays in a single state other than Washington during the next year.
- For Idaho and Oregon, review annually and renew when there are substantive changes or every three years, whichever comes first. For all other states, renew when there are substantive changes or every year, whichever comes first.
- For telework from another country, including Canada and Mexico, use the Temporary International Work Agreement 115-010.

Employee Name				Employee ID	
Position #	Official Duty Station (in position description)	Employee Org Code	Start Date	End Date	
Primary Telework City	State	Address		Zip Code	

## Estimated Percentage of Time Teleworking

Choose the category that most closely fits, averaged over the next year. Average for employees whose telework varies seasonally. Do not include work from Official Duty Station, field work, travel, or locations other than primary telework city.

91-100% Remote Worker (EP9)	76-90% (EP8)	51-75% (EP7)
40-50% (EP6)	20-39% (EP5)	Less than 20% / ad hoc (EP0)

## Terms of Teleworking

Check to verify the following:

WSDOT may request documentation to verify justification(s) for out of state telework in states other than Idaho and Oregon.

The supervisor and employee have reviewed and understand requirements to renew this agreement.

If necessary, the employee has updated their Official Residence (primary address) in My Portal (state human resources and payroll system).

The supervisor and employee have documented work location requirements for Official Duty Station, work in the field, Temporary Duty Stations, or other locations that are not considered telework.

The supervisor and employee have documented job duty and performance expectations.

The position description denotes telework eligibility. If the position is not telework eligible this form should not be completed.

The supervisor and employee have read, understand and will comply with the [Telework Manual](#), [Travel Policy and Procedure Manual 3132.10](#), and the [IT Manual 3017.00 800.00 Telework and Standard IT Equipment](#).

## Terms of Agreement

This Agreement shall become effective on the date signed below and shall remain in effect until changed or canceled by either party. This agreement can be canceled at any time at the discretion of the Manager or Supervisor. The employee and their supervisor will review this Agreement during the annual performance evaluation or within one year of signing. A new form must be completed if the category for the estimated percentage of time teleworking averaged over the next year changes, essential job functions change, job performance, or other reasons.

## Secure/Confidential Materials

The employee must receive prior employer approval to (1) remove secure/confidential materials from the official workstation, or (2) access secure/confidential information through computers. The employee will take reasonable precautions to secure confidential materials at all times such materials are in the employee's possession or control. The employee agrees to abide by all data security procedures, as described in WSDOT Administrative Policies and the IT Manual.

## Liability for Injuries

If approved for telework, the 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 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 performance of the employee's duties and obligation under this Agreement, except where such claims, demands, or liability arise solely from the gross negligence or willful misconduct of the employer.

## Additional Information

For more information see WSDOT's Telework Manual at <https://wwwi.wsdot.wa.gov/human-resources/telework>.

<b>Approval Signatures</b>		
Appointing authority and Deputy Human Resources Director not necessary for Idaho and Oregon.*		
Employee's Signature		Date
Supervisor's Name	Supervisor's Signature	Date
*Appointing Authority's Name	*Appointing Authority's Signature	Date
*Deputy Human Resources Director	*Deputy Human Resources Director Signature	Date
<b>Cancellation/Denial Signatures</b>		
Telework denied per Supervisor, Appointing Authority, or Deputy Human Resources Director		
Name	Signature	
Telework canceled per Employee		
Employee Signature		Effective Date
Telework canceled per Supervisor, Appointing Authority, or Deputy Human Resources Director		
Signature		Effective Date
Describe reason for cancellation/denial and attach supporting documentation if applicable		
<b>Email completed form to <a href="mailto:HRHelp@wsdot.wa.gov">HRHelp@wsdot.wa.gov</a> or to your local Human Resource Consultant</b>		