**CORONAVIRUS INTERIM TELECOMMUTING AGREEMENT**

THIS AGREEMENT is made to set forth issues and policies regarding certain employees of Davis, Saperstein & Salomon, P.C. (hereinafter referred to as "The Firm") and the undersigned individual that has been approved to work from their residence(hereinafter referred to as "The Telecommuter.")

The parties to this Agreement hereby acknowledge the following:

WHEREAS: The World Health Organization has declared the outbreak and spread of the covid-19 Coronavirus as a Pandemic requiring extreme measures; and

WHEREAS: Davis, Saperstein & Salomon P.C. primary concern is the health and wellbeing of its staff, employees, independent contractors and partners; and

WHEREAS: The Pandemic has triggered financial loss and hardship requiring extreme and unprecedent measures; and

WHEREAS: The business of the firm is to deliver legal services to its current and prospective clients and to engender their confidence while continuing to process and litigate their legal matters;

WHEREAS: The undersigned Employee desires to continue delivering legal services and continue full time employment and receive continued their compensation; and

WHEREAS: The undersigned Telecommuter acknowledges, recognizes, validates, and accepts the following:

(a) The ability to work off premises is a privilege, not a right. No employee or independent contractor of The Firm has a right to work off premises.

(b) The Firm's telecommuting program is an ongoing experiment to determine how well The Firm, its staff, employees, or independent contractors can adapt to working off premises.

(c) The Firm reserves the right to revoke this privilege from any individual, modify, change or terminate this program for any reason in the sole discretion of The Firm.

(d) The firms’ policies and procedures, as contained in the Davis, Saperstein & Salomon P.C. Employment Manual shall continue to apply however by virtue of the unique nature of telecommuting and the declared State of Emergency some of The Firm's standard policies and procedures covering work in the office may be relaxed while others will apply only to those conducting business off premises.

(e) Employee telecommuter continues to be an at will employee

NOW THEREFORE, it is AGREED as defined below

**THE TELECOMMUTER**

This Agreement is made for the benefit of The Firm and the undersigned, hereinafter referred to as "The Telecommuter."

**TERM**

All partners, employees and staff at The Firm are designated as "at will" employees including those working onsite and offsite. The intended date of commencement of the terms and conditions of this Agreement is on or after March 13, 2020 at the direction of management. The commencement of each employee’s telecommuting start date will vary.

**POLICIES**

As an employee of the firm The Telecommuter is responsible to follow all of the rules, regulations, policies and procedures of The Firm as written in The Firm's Employee Handbook and The Firm's Policies and Procedures manual as supplement by periodic memos and clarification of The Firm's policies.

**SPECIFIC JOB TASKS AND IMMEDIATE SUPERVISORS**

The Telecommuter agrees to perform all functions necessary in connection with practicing law and being an Associate at The Firm. During such business hours The Telecommuter shall not work for others or engage in other gainful activities or employment aside from The Firm.

All work-related issues regarding, policy, hours, security interpretation of this Agreement pertaining to work conditions, compensation, hours, shall be discussed with the Office Manager. Issues pertaining to work product, legal tasks, case assignments, scheduling, court and deposition appearances, client meetings, intakes and other legal duties shall be discussed with the Telecommuter’s immediate supervising attorney or the Managing Partner.

All personnel issues regarding sick days, schedule adjustments, payroll, benefits, vacation, leave of absences, etc. shall be discussed with the Office Manager.

**WORK LOCATION AND HOURS**

The Telecommuter agrees to work from their residence in accordance with the terms and conditions as set forth in this Agreement. It is the policy of The Firm that telecommuters functioning as lawyers, case managers or paralegals maintain office hours consistent with those of the Courts, insurance carriers and other law firms.

Accordingly, the presumed office hours for non-attorneys are 9:00 AM through 5:00 PM Monday through Friday. All holidays observed by The Firm resulting in the firm being closed will also be observed by The Telecommuter. If The Telecommuter decides to work such holidays they will be able to use such day, with approval of the Office Manager, as a swap day consistent with The Firm's policies. However, swap days cannot be used to extend vacation time. The Telecommuter agrees to honor The Firm's official lunch hour policy. The Firm reserves the right to change office work hours without notice.

The Telecommuter agrees to maintain a dedicated, separate and secure location within their dwelling as a Designated Work Area from which The Telecommuter will conduct The Firm's business. All utilities, including heat, air conditioning, hot water, broad band charges, cleaning, furniture repairs, maintenance and electricity shall be the sole and exclusive responsibility and expense of The Telecommuter.

The Telecommuter agrees to work from their Designated Work Area during the above referenced office hours subject to reasonable and necessary breaks. Such "at desk" time shall be consistent with the same work ethic expectation had The Telecommuter worked within the office. The Telecommuter shall not conduct personal business during The Firm's business hours. In the event that computer access is not possible due to technical difficulties, The Telecommuter shall be expected to either work offline on firm related business or make up the time lost separately.

Telecommuter agrees to take whatever action necessary to maintain a professional and business-like environment meaning no background noise or distractions from a television or radio. It is the intention to have The Telecommuter available by both telephone and video conference so The Telecommuter should wear acceptable business attire. The Firm's restriction upon the use of personal cell phones or other devices shall be equally applicable to The Telecommuter. Any child care issues, issues concerning pets, and personal email should be taken care of outside of normal work hours or during lunch hour. The firm's ban on the use of alcohol or drugs equally applies to The Telecommuter.

In order for The Firm to monitor and verify attendance, employment and job performance by Telecommuter, The Firm will install and use continuous screen monitoring, keystroke monitoring, phone recording and whatever other technology necessary to satisfy The Firm that Telecommuter is working continuously and exclusively for The Firm. The Firm reserves the right to add additional monitoring technology without prior notice or discussion with The Telecommuter.

The Telecommuter agrees to attend all firm meetings and training sessions, in person or via telephone or video conferencing. Social events are optional such as employee luncheons, however no adjustment in pay or salary shall be considered by reason of any employee not physically participating in firm social activities, luncheons, holiday parties, etc. Unless personal attendance to any particular meeting or event is required, all transportation and commuting expenses will be paid solely by The Telecommuter.

The Firm reserves the right to inspect the work area either in person or remotely through video conferencing as often as requested, or by such local individuals appointed by The Firm to conduct such inspection. In such event, The Telecommuter agrees to provide access to the premises and computer devices.

The Telecommuter by signing this Agreement represents that no special accommodations are required in compliance with the American with Disabilities Act.

**COMPENSATION & BENEFITS**

The Telecommuter shall be paid consistent with the pay as currently designated. All benefits previously afforded to The Telecommuter shall continue. The Telecommuter shall be provided paid vacation and sick leave consistent with The Firm's Employment Handbook. The firm reserves the right to enforce, change, delete any of its current policies without notice to any employee or parties to this Agreement. The Telecommuter is encouraged to schedule all medical visits for herself and family members requiring her presence outside of The Firm’s normal business hours. If such is unavailable, Telecommuter must make up such hours immediately after such appointment.

The Telecommuter shall be given paid vacation consistent with The Firm Employee Handbook. All vacation time must be planned in advance upon notice to the Office Manager and subject to approval of The Firm. It is the policy of The Firm that both a supervising attorney and their primary case manager avoid being on vacation at the same times.

The Telecommuter shall be given an annual review consistent with The Firm's personnel policies.

The Telecommuter shall be available to screen cases from the Firm’s new case center, do intakes via phone conferences, conduct intakes, perform detailed 90 day file reviews, engage in discovery if necessary, on any case so assigned.

All other provisions contained within the Employee’s offer of employment signed shall remain in full force and effect.

**EQUIPMENT AND SOFTWARE**

The Employee when possible agrees to supply all equipment and technology necessary for the Telecommuter to satisfactorily perform their job. This includes all computer hardware and software. Telecommuter shall have access to their work-related software housed on their office desktop or on the office servers. Under certain circumstance for certain permanent telecommuter individuals, The Firm will supply hardware that includes but is not limited to the following: Computers, monitors, printers, scanners, voice over IP telephones and document shredders. All such computer equipment, hardware and software are the exclusive property of The Firm and shall be returned or surrendered if requested within 48 hours of The Firm's request.

The Telecommuter agrees to utilize The Firm’s computer equipment housed at 375 Cedar Lane, Teaneck, NJ exclusively for The Firm's business. No right of privacy exists for The Telecommuter for any use or actions taken on equipment supplied by The Firm. No person other than The Telecommuter shall be permitted to use such equipment.

The Telecommuter agrees to use LawBase as the firm's exclusive case management system. Any and all other approved programs or software will be accessed through gotomypc.com only.

The Telecommuter agrees to purchase and lease at their own expense the fastest and most current state of the art broadband connection available for them to perform their job efficiently.

The Telecommuter shall supply and maintain at the Telecommuter's sole expense an appropriate desk, telephone, either mobile or land line, and internet connection and modem.

**DATA, PRIVACY AND INFORMATION SECURITY**

The Telecommuter agrees to keep all information regarding clients, firm documents, software, medical records and any other documents, recordings, and evidence of every nature and kind safe and secure and out of sight of any visitors to the premises. No client documents of any nature or kind, especially reports or medical records should be discarded in public or private trash. Such documents are to be shredded and discarded as part of The Telecommuter's personal trash.

The Telecommuter agrees to be bound by all office policies regarding attorney ethics, confidentiality, security and client privacy. The Telecommuter agrees to report any breach of privacy or confidentiality immediately to the Office Manager of The Firm. Any and all data retained or backed up on The Telecommuter's computer or backup drives, discs, USB memory devices, etc. are firm property and are to be kept safe and secure and returned to the firm upon request.

No individual shall be permitted to use or access The Firm's computer or devices for personal use and no person including The Telecommuter shall download, view or search any sexually explicit images or videos.

The Telecommuter agrees to protect and keep all passwords private and confidential; and shall make all passwords known and accessible to The Firm's IT Director.

When possible, all phone calls to prospective clients, current clients, adversaries, insurance companies, or any business related phone calls must be made through The Firm's designated VOIP appliance (telephone) or APP installed on Employee’s personal telephone or PDA device that will maintain records of all calls originating to or from The Telecommuter.

**SAFETY AND INSURANCE**

The Telecommuter agrees to keep the premises safe from any potential or foreseeable injuries to either The Telecommuter or others. All wires, cords, files or other property shall be situated so as to not cause potential injury due to tripping.

In the event Telecommuter is injured in a work- related accident all facts and circumstances shall be immediately reported to the Office Manager as part of a Workers' Compensation Claim. Injuries to third parties are the exclusive responsibility of The Telecommuter. In the event of an injury to a third party, The Telecommuter agrees to indemnify and hold The Firm harmless from financial and legal responsibility arising out of any and all claims made by others for personal injury or property damage.

**MISCELLANEOUS PROVISIONS**

1. Because telecommuting is a privilege, The Telecommuter is encouraged to keep the terms and conditions of this Agreement private and not discuss the same with any employee or co-workers of The Firm.

2. Any and all disputes arising out of the terms of this agreement or the work relationship between the parties shall be subject to New Jersey laws and shall be governed by the terms and conditions of the firm’s Employment manual. Any dispute resolution shall venue the ADR or triable issues in the State of New Jersey, Bergen County.

3. Any and all disputes shall be heard, decided in accordance with our employment manual.

4. The Telecommuter agrees not to violate any local zoning laws or ordinances prohibiting residents from telecommuting or working from home.

5. Telecommuter shall be responsible for their property taxes that may be required by the State of their residence; and, The Telecommuter's additional tax returns shall be the sole and exclusive responsibility of The Telecommuter. All employer tax returns or filings shall remain the exclusive responsibility of The Firm.

6. The Telecommuter agrees not to view, download, transmit or save in any fashion any sexually explicit photographs, images or videos.

7. Any and all referrals to an attorney outside of the firm, including referrals local to The Telecommuter, shall be subject to the approval of a partner of The Firm irrespective of the nature of such case or method of referral to The Firm.

8. This Agreement can only be amended in writing. No signature on the part of Telecommuter shall be necessary to amend non-financial terms of this Agreement. No oral statements or representations shall be binding upon the Firm unless in writing.

9. Unless otherwise set forth and agreed upon, The Telecommuter's address shall not be designated as an official address of The Firm.

By signing below, The Firm and The Telecommuter agree to bound by the terms and conditions set forth above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dated:\_\_\_\_\_

Employee

Telecommuter

\_/s/Garry R. Salomon\_\_\_\_\_\_Dated:\_\_\_\_\_

Garry R. Salomon

For the Firm

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dated:\_\_\_\_\_

Operations Manager or

Office Manager