

“OHA” Employee Telecommuter Agreement



I, _____ (“employee”), agree to the terms outlined
(Print Name)

below, for working remotely/from home (“telecommute”) as an employee of the Opelika Housing Authority (“OHA”). This Agreement is not a contract of employment and may not be construed as such. This Agreement does not alter the at-will status of employee’s employment with OHA, and employee understands his/her employment with OHA is at-will and may be terminated for any time, and for any reason, without cause or notice.

Term of Agreement – This Agreement shall become effective as of the date it is executed below and shall remain in effect for any period during which the employee is permitted to telecommute. Employee has no right to telecommute, and OHA is not required to offer telecommuting to any employee. OHA’s provision of telecommute tools and capabilities is voluntary and discretionary. The ability to telecommute is permitted at OHA sole discretion. OHA may terminate employee’s ability to telecommute at any time, and for any reason, without cause or notice. Employee understands attendance at the workplace is an essential job function and acknowledges OHA is providing a telecommuting program solely due to circumstances presented by COVID-19. Employee further acknowledges and agrees that if employee does not return to work at OHA’s workplace on the next work day following written notice of OHA’s terminating employee’s participation in the telecommute program, employee will be deemed to have voluntarily resigned his/her employment.

Termination of Agreement – Telecommuting is available only to eligible employees, at OHA’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, telecommute. OHA may terminate the employee’s participation in the program, at any time and for any reason, without cause or notice, in writing, to employee. OHA will not be held responsible for costs, damages or losses resulting from terminating employee’s participation in the telecommuting program. In cases where OHA initiates a telecommuting agreement for the purposes of a business continuity plan, an employee’s failure to comply with the terms of this agreement and requirements for participating in the telecommuting program will be deemed a voluntary resignation of employee’s employment.

Salary, Job Responsibilities, Benefits – Salary, job responsibilities, and benefits will not change because of involvement in the telecommute program, except as they would otherwise change had the employee stayed in the office full-time, e.g., regular salary reviews will occur as scheduled, and the employee will be entitled to any company-wide benefits and changes that may be implemented. Employee agrees to comply with all existing job requirements and

otherwise perform all essential functions of employee's job during the telecommuting program, with the sole exception of physical attendance at the worksite.

On Friday of each week during the telecommuting period, employee's Manager or Supervisor will provide employee with a "task" or "to-do" list for the following week, including without limitation any training the employee is required to complete. Alternatively, at the Manager/Supervisor's request, the employee shall provide a list of tasks/training employee will perform during the following work week. At the end of each day employee works by telecommuting, employee shall provide his/her Manager or Supervisor with a written explanation of tasks performed and the amount of time spent performing each task.

Work hours, Overtime, Vacation – Employee is required to work his/her regularly scheduled hours during participation in the telecommuting program. Non-exempt employees can only work during the following hours: _____, and are required to be available by email and telephone during such time frame. If employee is not performing work during all working hours of a day while telecommuting, the employee shall not record his/her time for time not devoted to performing work for OHA. Employee agrees to accurately and truthfully record all time employee spends performing work for OHA, and agrees s/he will not clock in and/or remain on the clock if employee is not performing work for OHA. Employee is required to accurately report the hours s/he works each day. Falsification of hours worked is strictly prohibited and considered fraud, and will result in disciplinary action, up to and including without limitation termination of employee's participation in telecommuting program and/or discharge.

In the event that overtime is anticipated, employee must obtain prior approval in writing from your supervisor, just as any overtime scheduling would normally have to be approved if employee was working at the worksite.

Equipment – OHA may provide the necessary computer, modem, software, and other equipment needed for telecommuting. All of these items remain the sole property of OHA and must be returned upon request. The computer, modem, software, and any other equipment or supplies provided by OHA are provided solely for use on OHA work and assignments. OHA documents contain information concerning residents that are subject to strict state and federal confidentiality laws and regulations, and employee agrees to maintain such documents and information in strict confidence and shall not allow other people, including employee's household members, with access to or use of any computer, modem, software, and other OHA equipment. OHA-owned software may not be duplicated or copied without express written permission by the Executive Director. OHA will be responsible for insurance and maintenance of all company-provided materials. The employee may use personal equipment for telecommuting purposes, but shall not allow other people, including employee's household members, with access to any OHA documents and information or use of OHA licensed software and programs. If an employee uses personal equipment for telecommuting purposes, the employee will be responsible for the maintenance and insurance required for the equipment.

The employee agrees to designate a workspace within their remote work location for placement and installation of equipment to be used while telecommuting. The employee agrees to maintain this workspace in a safe condition, free from hazards and other dangers to the employee and the equipment.

Any OHA equipment, documents, and/or materials used remotely shall be kept in the designated work area at employee's home/remote work area and shall not be made accessible to others.

The employee agrees that OHA can make on-site visits (with 48 hours advance notice) to the remote work location for the purpose of determining that the site is safe and free from hazards, and/or to maintain, repair, inspect, or retrieve company-owned equipment, software, data or supplies. In the event that legal action is required to regain possession of OHA-owned equipment, software, documents, or supplies, the employee agrees to pay all costs and expenses incurred by OHA, including reasonable attorney's fees, should OHA prevail.

Office Supplies – Office supplies will be provided to employee by OHA as needed. All requests for supplies should be made to your Manager or Supervisor, in writing, with at least 3 business days' advanced notice of the need for the supplies. Out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of the employee's Director.

Worker's Compensation – OHA will continue to maintain worker's compensation insurance for all OHA's employees, as required by Alabama Worker's Compensation laws. Employee is required to report any injuries arising out of or incurred in the course of OHA's business immediately. Any claims will be handled according to Alabama law and OHA's normal procedures for handling Worker's Compensation claims.

Dependent Care; Professionalism – Telecommuting is not a substitute for dependent care. Employee is obligated to devote his/her full attention to his/her work during telecommuting hours and employee shall not provide dependent care to any person during telecommuting hours. Further, telecommuters must meet the same standards of professionalism expected of OHA employees at onsite work locations in terms of job responsibilities, work product, and customer and public contact.

Liability for Injuries – The employee understands that s/he remains liable for injuries to third persons and/or family members on their premises. The employee agrees to defend, indemnify and hold harmless OHA, its affiliates, employees, contractors and agents, from and against any and all claims, demands or liability (including any related losses, costs, expenses, and attorney fees) resulting from, arising out of and/or in connection with, any injury to persons (including death) or damage to property caused, directly or indirectly, by the employee's participation in the telecommuting program, by the employee's willful misconduct, and/or employee's negligent acts or omissions in the performance of the employee's duties and obligations under this Agreement, except where such claims, demands, or liability arise solely from the gross negligence or willful misconduct of OHA.

Taxes – It is the employee’s sole responsibility to determine any income tax implications of maintaining a home office area. OHA will not provide tax guidance nor will OHA assume any additional tax liabilities. Employee is encouraged to consult with a qualified tax professional to discuss income tax implications.

Evaluation – The employee agrees to participate in all studies, surveys, inquiries, reports and analyses relating to this program.

Participation in the telecommuting program does not relieve an employee from his/her obligations to comply with all of OHA’s rules, policies, practices, instructions, and the terms of this Agreement. The employee understands that violation of any of OHA’s rules, policies, practices, instructions, and/or the terms of this Agreement may result in termination of his/her participation in the Telecommuting program.

*[REMAINDER OF PAGE INTENTIONALLY
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"OHA" Equipment Issued Listed below:

- Laptop:
 - Model Name or Number#: _____
 - Serial Number: _____
- Desktop PC:
 - Model Name or Number#: _____
 - Serial Number: _____
- Printer:
 - Model Name or Number#: _____
 - Serial Number: _____
- Scanner:
 - Model Name or Number#: _____
 - Serial Number: _____
- Keyboard & Mouse:
- iPad
- Other _____ (use other side of page if necessary).

I have read and understand this Telecommuter Agreement and accept its terms and conditions. I understand my employment with OHA is at-will and may be terminated for any time, and for any reason, without cause or notice.

Employee's Signature

Date

Manager's Signature

Date

Director's Signature

Date

Executive Director's Signature

Date

Completed Original Signed Form Must Be Returned to Human Resources for Employee File