



## **BURRELL COLLEGE STAFF** **REMOTE WORK AGREEMENT TERMS AND CONDITIONS**

All staff Remote Work Arrangements as defined in this document require a Remote Work Agreement be put in place. The agreement sets expectations and should be reviewed and updated as needed and, at least, annually. This agreement does not imply a contract or guarantee employment for a specific period of time. Completed agreements should be sent to the Office of Human Resources.

The following terms and conditions support the College's Remote Work Arrangements Policy and are hereby made a part of the Remote Work Agreement.

- Remote Work Arrangement Resources may be found here: <https://burrell.edu/it/offsite-resources/>

### **Types of Staff Remote Work Arrangements**

College recognizes three types of remote work arrangements related to staff positions:

- ***Permanent Fully Remote*** status: the employee is not expected to work physically on campus.
- ***Permanent Hybrid Remote*** status: the employee is expected to work physically on campus for a set schedule that is less than full time.
- ***Temporary Remote status***: either fully remote or hybrid remote status may be approved for a fixed period of time, after which the employee is expected to work physically on campus full time.

Eligibility for consideration of approval of a permanent remote work arrangement will be noted on the job description if approved. Remote work arrangement eligibility may be modified at any point, at the discretion of the College. More information about the types of remote work arrangements is provided below.

#### ***Permanent Fully Remote Work Arrangement***

Permanent fully remote working arrangements do not require the employee to live within commuting distance of the assigned College location. The employee will not have access to a College workspace beyond a temporary ad hoc arrangement. Employees may be expected to travel for College purposes. The employee is subject to payroll taxes applicable to their domicile.

#### ***Permanent Hybrid Remote Work Arrangement***

Permanent hybrid remote working arrangements require the employee to live within commuting distance of the assigned College location. The employee will have access to a campus workspace which may be shared with others and/or may be in an open office environment. Employees working a hybrid schedule will routinely return to campus to conduct work related activities as necessary; hybrid off-campus working days would typically be no more than three (3) days per week but may vary based upon the needs of the College. New hybrid arrangements must begin with a trial period of at least three months, and then may be adjusted or discontinued at-will or at any time at the request of either the employee or the College.

#### ***Temporary Fully Remote or Hybrid Remote Work Arrangement***

Many of our positions require in-person work during times when students are on campus. Employees in these positions must be accessible to our students during the academic year. However, there may be an opportunity to allow for a hybrid work arrangement during academic calendar breaks. Other employees may be separately approved for temporary fully remote or hybrid remote status for a particular period of time not directly related to the academic calendar, depending upon the nature of their job duties. All other terms and conditions of Permanent Remote Work Arrangements will apply.

### ***Occasional Remote Work Arrangements***

Ad hoc remote work arrangements are those which are infrequent, not regularly scheduled, and are of a short duration, typically less than a week. These arrangements do not require approval of a formal Remote Work Agreement. These arrangements may be approved on a case-by-case basis by the employee's direct supervisor for the convenience of the employee. Examples include an employee's unplanned personal obligation, inclement weather, or when traveling. The Human Resources Office will determine if the frequency or duration of such arrangements in fact should be classified as one of the three Remote Work Arrangements indicated above, in which case a formal Remote Work Agreement will be required.

### **Remote Work General Requirements and Considerations**

- Hybrid remote work arrangements are expected to be made with employees who reside commuting distance to the campus or other work location for which the employee is assigned. In addition to the employee's supervisor and or Department Head/Chair, the Dean or President, and the AVP of Human Resources must approve work in any other state before a remote work agreement is established. The College reserves the right to adjust or discontinue a remote work arrangement or position at-will and at any time.
- Regardless of the type of remote working arrangement, all employees are expected to be available during normal working hours for their assigned campus, which are 8am-5pm Monday through Friday or as otherwise formally established for their respective departments. Working hours and location must be agreed upon with the employee's supervisor, communicated to co-workers and key constituents, and maintained consistently.
- When evaluating a full or hybrid work arrangement request, supervisors should consider the specific position requirements, the impact on the office or department team, the employee's performance, and whether the employee can effectively perform the duties of the position while away from campus.
- A position's suitability for remote or hybrid work will be based on operational needs and the responsibilities and duties of the role. An eligible position is one in which most of the duties can be completed away from campus or provide a significant advantage in being completed away from campus. There should be minimal bearing on others in the office or department or students from not having this position on campus. Positions that perform essential campus services will generally not be eligible for remote or hybrid work.
- An employee's readiness for full or hybrid remote work should be considered as some employees may be better prepared to manage the requirements of these arrangements. When evaluating a request, supervisors should consider the employee's performance in the workplace. Strong performance in the following areas could indicate an employee's readiness for remote work: ability to prioritize work and meet deadlines, effective time management, ability to accomplish duties with minimal supervision, effective communication with internal and external parties, strong organization, self-motivated, and a solid understanding of their role and expectations. Any

remote work arrangement must include regular, scheduled communication between the employee and their immediate supervisor.

### **Disability Accommodations**

Requests to work remotely as a reasonable accommodation are handled through the accommodation request process. Employees should discuss these requests with the Office of Human Resources.

### **Adherence to College Policies and Procedures**

Remote work assignment does not change the terms or conditions of employment or required employee and employer compliance with College policies, procedures, and/or work rules. Employees must maintain the ability to communicate with parties both internal and external and attend meetings via conference call or video conference. The default setting for video meetings will be with camera on unless told otherwise, with a Burrell approved background. Incremental costs of working offsite are to be borne by the employee (i.e., home office set-up, internet access, telephone charges, technology, supplies, etc.)

The [College's Data Security Policy](#), Acceptable Electronic Communications Use Policy, and Acceptable Use Guidelines continue to apply to remote work arrangements.

### **Alternative Work Site Expectations**

Permanent remote work employees must establish and maintain an appropriate environment within their alternative workspace. This space should be dedicated for business use and be the location in which the vast majority of work is completed. The designated workspace should be secure and free of noise interference by other household members or pets. Employees must take all precautions necessary to secure sensitive and confidential information, including student, volunteer, alumni, and donor records and information, etc., and prevent unauthorized access to College equipment and proprietary information. Employees are not permitted to relocate the Alternate Work Site to any other location without first obtaining written permission from the College. The College must maintain accurate location information related to an employees Alternate Work Site and it is the employees responsibility to ensure this information is accurate and approved through the Office of Human Resources.

Employees should ensure and maintain an ergonomically appropriate and safe workspace.

The College will not be responsible for costs associated with the set-up, repair, or modification of alternative workspaces. Additionally, the employee must assume the cost of internet access, phone service, office supplies, and other needs. Alternative workspaces should include a wired internet connection, or employees should have sufficient Wi-Fi to support equipment and provide adequate network connectivity.

Permanent full and hybrid remote workers must either arrange to forward their office phone to their cell phone or dedicated landline, set up the available technology to answer their phone via their computer or respond to voicemails in a timely manner, but no later than the end of the workday. Following an evaluation of the nature of work responsibilities by the College IT Department (IT) from an IT service and risk perspective, the College may elect to provide a secure WiFi router and/or College telephone to be connected to the employee's internet service. Employees with minimal interaction with sensitive data and/or minimal need to be contacted by external parties may be set up to function through a VPN connection versus through a WiFi router and/or College telephone instrument, at the sole discretion of the College.

## **Technology Equipment & Support**

Remote work arrangements must not create additional costs to the College. Each employee on an approved remote work arrangement, will be provided with a college approved technology package that they will be required to utilize in their Alternate Work Site. The College will not purchase or reimburse employees for the cost of additional technology and associated equipment, phone equipment and/or other items, including printers or monitors outside of the approved technology package. College provided computers are for the employee's use only and are not to be used by any other individuals within the household.

Employees working remotely and using College-owned equipment are expected to provide regular access to College-owned computing equipment for security and application updates. This may involve login in via VPN, or other methods as required by IT. This allows IT to update virus protection and security settings and to ensure applications keep working.

For IT Support, call 575-674-2390 and/or submit a helpdesk ticket. If the issue cannot be resolved by phone, then the employee must arrange with IT to deliver the device to campus for repairs.

## **Personal Device Set-Up**

IT only supports devices that are owned by Burrell College. If an employee is using any device not owned by the College (e.g., local printer, home wireless networking, personally owned phone) for work purposes, they are responsible for working through the support services they purchased with the device for its security and functionality.

## **Safeguarding of Confidential Information**

The remote employee must acknowledge that the performance of job duties at home may require the handling of confidential information, and that continued compliance with all applicable College policies is an essential requirement in this arrangement. The employee must agree to protect all College information from improper disclosure to, or access by, other persons, including other members of the employee's household. The employee must agree to take appropriate steps to ensure the security of all work-related materials, data, and equipment during times he/she is not working. The employee must not disclose any College information to any individual unless such disclosure is required for the performance of the employee's job duties or permit any College information to be accessed by any individual who is not authorized to do so for the purpose of participating in the work being performed.

All proprietary information must be stored in a locked room, desk, or file cabinet when left unattended. Proprietary information must be disposed of following College guidelines or returned to IT for proper disposal or storage. All proprietary information must be returned to the College upon termination of employment.

Failure to comply with these requirements will be a basis for terminating the Remote Work Agreement as well as initiating corrective action, up to and including termination of employment.

## **Job Performance and Expectations**

Expectations for timely completion of work to established standards, attendance and full participation at meetings, responsiveness to internal and external parties, and other performance criteria are the same for

an on-campus and off-campus employee. Supervisors will apply the same performance standards to employees regardless of work location.

The College may, on occasion, require in-person attendance by any employee with an active remote work agreement for meetings, trainings, or other events. These requests will be considered outside of an established remote work arrangement. Supervisors will discuss such instances with the employee and provide as much notice as possible.

### **In-Home Interruptions/Dependent Care**

The Alternate Work Site must be free from interruptions or distractions from other household members and pets. Generally, remote or hybrid work is not permitted to be used as a substitute for any caregiving needs (e.g., care of a child or other family member or individual). The College recognizes that on rare occasions this may be necessary, for example, caring for a child too sick to go to school; however, this would be the exception and not the rule. Employees must agree to maintain arrangements for caregiving as appropriate during working hours spent in the Alternate Work Site.

### **Time Reporting**

Non-exempt employees approved to work remotely will be required to accurately record all hours worked. Non-exempt employees will be required to seek advanced approval for hours worked in excess or outside of normal business hours. All employees on an approved remote work arrangement, are required to submit sick and vacation hours according to policy.

### **Safety & Injury Reporting**

Remote employees are responsible for ensuring a safe work environment. In the event an injury is sustained while working at home or other location and in conjunction with their regular work duties, it should be reported as soon as possible to the Office of Human Resources.

The College is not liable for any injuries to family members, visitors, and others in the employee's home office. Remote workers must carry homeowner's or tenant/renter's insurance that covers personal property and third-party injuries arising out of or relating to the use of the home as an Alternative Work Site and should consult their personal insurance carrier for advice.

### **Visitors to Alternate Work Site**

Employees are not permitted to host colleagues or work visitors/associates at their Alternative Work Site during working hours.

### **Travel to Campus**

Employees working a hybrid remote schedule are not eligible for mileage reimbursement or compensation for travel time to campus. Permanent fully remote employees will be compensated for travel to the campus that is for the convenience of the employer.

### **Return of Employer Property**

The employee shall return the equipment, supplies and other property provided to the employee by the College within three days of the College's demand for the same. Upon termination of employee's employment, the employee must deliver promptly to the College all equipment, supplies, documents, modems, telephones, facsimiles, office supplies, handbooks, reference materials, computerized information, hardware, and software on loan to the employee. If it is necessary for the College to resort to

legal means to recover its property from employee, the employee must pay all legal costs and attorney's fees incurred by the College to do so.

### **Compensation and Benefits**

Compensation and benefits are not affected by work-at-home arrangements.

### **Tax Implications**

Employees are responsible for determining any federal, state, or local tax implications resulting from working at home and for satisfying their personal tax obligations. In addition, Payroll staff may need to adjust an employee's local tax rate based on the municipality from which they are working.

Tax and other legal implications may be incurred for business use of the employee's home based on IRS, state and local government restrictions. Responsibility for fulfilling all obligations in this area rests solely on the employee.

Employees should refer questions to their state and local township authorities and personal tax advisor.

### **Termination of a Remote or Hybrid Work Arrangement**

All approved remote work arrangements must be structured on a trial basis. Management is responsible for assessing the effectiveness of the remote work arrangement, through student, faculty/staff and management feedback and performance monitoring, throughout the duration of the arrangement to determine if any adjustments are necessary, or if the arrangement should be terminated.

The continued availability of a remote work arrangement should be reviewed periodically by management to determine if business needs are being met. If it is determined that the arrangement should be terminated, reasonable efforts may be made to provide 30 days of notice to accommodate commuting or other problems that may arise from such a change (unless terminating due to performance-related issues). The College reserves the right to terminate any remote work arrangement at any time at its discretion.

### **Supervisor Responsibilities**

- Review the Remote Work Agreement at least annually.
- Monitor work performance, production, and deadline compliance.
- Establish expectations regarding availability, schedules, communication protocols, meeting attendance, and engagement with peers.
- Ensure the employee continues to adhere to all College expectations, policies, and procedures.
- Contact Human Resources with questions and concerns.