EMERGENCY OR SITUATIONAL TELECOMMUTING POLICY

I. OVERVIEW

Keck Graduate Institute (KGI) is committed to providing a high quality educational experience grounded in teaching, research and service within a traditional on campus environment providing high touch methodologies.

Emergency or situational telecommuting is a temporary arrangement whereby, during a crisis or emergency situation at the Institute, an employee (Faculty, Staff or Student worker) may be permitted or asked to work from home or elsewhere off-site to provide for continuity of the Institute’s operations.

Criteria used to determine telecommuting may vary based on the nature of certain crises and the ultimate need to maintain business continuity.

II. DETERMINING ELIGIBILITY TO TELECOMMUTE

Positions that lend themselves to telecommuting are generally those that require independent work that can be performed autonomously. Situational telecommuting is applicable for both exempt and non-exempt employees with job responsibilities that do not require them to work on-campus. However, a nonexempt employee may telecommute with the understanding that the employee continues to be responsible for accurately recording daily work hours, start and stop times for meal periods and otherwise comply with Institute policies regarding employment and work hours such as rest breaks and overtime.

A job function acceptable for telecommuting is one that can be performed at a remote site without diminishing the quality of the work or disrupting the productivity of an office. Supervisors, in consultation with the appropriate Cabinet level supervisor, should determine which employees are eligible for situational telecommuting arrangements.

Considerations for determining which positions are eligible for telecommuting include;

A. Whether the services an employee provides to the Institute can reasonably be provided when working off-site;
B. Whether requests for immediate on-campus assistance can be addressed on days on which the employee is telecommuting;
C. Whether an employee can carry out key duties without extensive face-to-face contact with supervisors, other employees, clients, or the public on campus;
D. Whether an employee can perform key duties without access to equipment, materials, and files that can only be accessed on campus;
E. The extent to which an employee can be effective and productive using technology, equipment, or other job aids to carry out their responsibilities from an off-campus location;
F. The extent to which an employee working off-site will not affect the ability of other Institute departments or offices/units within a department to provide services, instruction and/or to conduct business;
G. Whether an employee has emergency management responsibilities that require an on-campus presence; and
H. The extent to which security issues require the key duties to be conducted on campus.

III. ELIGIBILITY CRITERIA TO COMMUTE

Generally speaking, an employee will not be eligible to work offsite if they are required to be on-campus to carry out their job responsibilities.

Some offices may choose to have an on-campus presence to provide operational support. Employees in these offices who are permitted to telecommute may be called back to the office to help provide short term or rotational support at the supervisor’s discretion and consistent with applicable current health and safety guidelines.

The following eligibility criteria must be met in determining which positions are eligible for telecommuting:

A. Have a thorough knowledge and understanding of the job tasks and operations for which they are responsible;
B. Have a history of reliable and responsible accomplishment of work duties; and
C. Have demonstrated ability to independently establish priorities and manage their time.

Using these guidelines, the appropriate Cabinet level supervisor will designate each position in their organization as “Off-Campus” or “On-Campus” employees. “Off-Campus” employees are those in positions eligible for telecommuting. “On-Campus” employees are required to perform their duties on-site.

IV. GENERAL CONDITIONS OF EMPLOYMENT WHILE TELECOMMUTING

A. Compliance with Policies – Employees must agree to comply with Institute rules, policies, practices and instructions and understand that violation of such may result in the termination of the telecommuting arrangement and/or disciplinary action, up to and including termination. Employees who telecommute will be subject to the same policies as other employees, including polices relating to information security and data protection.

B. Hours of Work - Unless otherwise agreed, an employee’s regular hours and days of

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work will not change. If an employee needs to modify the agreed-upon schedule, the employee must notify the supervisor in advance of the change. The employee is expected to perform duties and responsibilities during normal Institute work hours as he/she would do if the employee was on campus. Authorized campus closures or early release programs and their terms apply to eligible employees who telecommute.

The operational needs of the department or Institute take precedence over telecommuting agreements. A telecommuting employee must come into the office if their supervisor tells them are needed there during scheduled telecommuting time. The employee should be given as much notice as is reasonably possible.

C. Work Environment and Dependent Care – It is the responsibility of the employee to ensure that a proper work environment is maintained (e.g., dependent care arrangements are made so as not to interfere with work; personal disruptions, such as personal telephone calls and visitors are kept to a minimum, etc.). Furthermore, telecommuting is not intended as a substitute for child care or care for another adult. If a child or adult needs care during work time, another responsible individual is expected to be present. If dependent care circumstances change, the employee is required to notify the supervisor.

D. Attendance at Meetings – The employee is expected to participate in all required meetings (telephone or web-based conferences), and may be required to report for work-related events or to meet with the supervisor in an alternate location, if needed.

E. Performance Expectations - Performance expectations and evaluations are neither changed nor waived because of a telecommuting arrangement. An employee’s job performance will be evaluated in accordance with Institute guidelines and procedures.

F. Salary and Benefits – An employee’s salary and benefits will not be affected by telecommuting.

G. Tax Consequences – The employee is responsible for any tax and insurance consequences associated with the telecommuting agreement and for observing any municipal zoning ordinances regulating the performance of work at home for telecommuting purposes.

H. Use of Personal Vehicle - While telecommuting, an employee may not use his/her personal vehicle for Institute business unless specifically authorized by a supervisor and listed as an approved authorized driver under the Institute policy. If authorized to use a personal vehicle for Institute-related business, Employee must possess a valid driver’s license, current automobile insurance, and a driving record (as maintained by the DMV) that is acceptable to the Institute’s insurance carrier.
I. **Use of Leave** – The employee is responsible for reporting absences and submitting requests for leave in accordance with department procedures and Institute policy. Telecommuting is not to be used in place of short term disability, paid family leave, vacation or sick time to cover an absence. However, in consultation with Human Resources, a supervisor may choose to offer telecommuting arrangements as an opportunity to accommodate an employee’s partial or full return to work after a medical or disability leave based on Institute policy.

J. During any temporary full or partial operational shutdown, “on campus” or “off-campus” employees whose job responsibilities are curtailed will be paid based on the regular work schedule and will not be charged sick leave or vacation time during this period. Employees who received approval to use sick or vacation time prior to a curtailment of operations will be charged sick or vacation time as normal.

V. **EQUIPMENT AND SUPPLIES ASSOCIATED WITH TELECOMMUTING**

The Institute will reimburse the employee for business expenses necessary for performing work assignments at the telecommuting location in accordance with Institute Policy and provided advance authorization has been obtained by their supervisor. Equipment may be owned and maintained by the employee or by the Institute. KGI will not be responsible for operating costs, home maintenance, or any other incidental costs including cost of utilities, associated with the use of the employee’s residence as a telecommuting location.

VI. **SECURITY OF INFORMATION**

A. Employees working in an alternate work location and their supervisors must adhere to all applicable security procedures in order to ensure confidentiality and security of data.

B. An employee’s work computer shall be in compliance with Institute guidelines for uses of hardware and software including virus protection software, licensing provisions, system security and passwords.

C. The employee will protect all confidential Institute documents from unauthorized access.

D. All products, documents and records that are used, developed, or revised while telecommuting remain the property of KGI.

E. The Institute may provide hardware and software support; however, internet connection is the responsibility of the employee.

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VII. TELECOMMUTING SAFETY

A. The employee is solely responsible for ensuring the safety of the alternative work location. The employee confirm that the alternate work location is, to the best of the employee’s knowledge, free of recognized hazards that could cause physical harm. Employees are expected to practice the same safety habits they would use while at the Institute and to maintain safe conditions in their alternate work location.

B. The Institute is legally obligated to provide its employees with a workplace that is free from hazards that might cause serious harm or injury and, therefore, the Institute reserves the right to periodically inspect the employee’s alternate work space. Any such inspection will be preceded by advance notice and an appointment will be scheduled.

C. Employees who telecommute are covered by the Institute’s Workers’ Compensation insurance if injured while performing official duties on campus or at the alternate work location. As such, employees are required to immediately report any injuries that occur while working their supervisor and/or Human Resources.

D. The employee shall be liable for any injuries that occur to third parties at or around the employee’s alternative work location.

VIII. TIMEFRAME

A. The Institute may terminate the telecommuting agreement at any time without prior notice.

B. While telecommuting, employees are expected to remain within normal commuting distance and not otherwise be traveling unless expressly permitted by supervisor and/or Cabinet level supervisor.

C. When the telecommuting agreement is terminated, the employee must immediately return to the Institute any equipment, software, supplies, and any other Institute-owned property in the employee’s possession or control.