

No. 309.1

Section: Employees

Title: Telecommuting Policy
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# **Telecommuting Policy**

## **Purpose**

The purpose of this policy is to define the program for Telecommuting (also known as Teleworking) and the guidelines and rules under which it will operate.

# Definition(s)

- Telecommuting or Teleworking: is an Agreement between an employee and supervisor to work from a non-campus location. These Agreements are approved on an as-needed basis only. All Telecommuting Agreements are made on a case-by-case basis, focusing first on the business needs of the School.
- **Primary Work Location**: An office or designated work location where the employee will usually and customarily work.
- Alternative Work Location: A work site, other than an employee's Assigned Workplace, which
  includes, but is not limited to, an employee's home, on the road or in a satellite location where
  an employee may travel for business purposes.
- **Telecommuting Agreement**: A signed written Agreement, in a form approved by Renaissance Academy, which governs the obligations while working at an alternative work location.

### **Policy**

This Telecommuting policy outlines guidelines for employees to work from a location other than Renaissance Academy. Renaissance Academy considers Telecommuting to be a viable, flexible work option when both the employee and the job responsibilities are well-suited for it. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement and it is not a school-wide benefit. It in no way changes the terms and conditions of employment with Renaissance Academy.

Either an employee or a supervisor can suggest Telecommuting as a possible work arrangement. To ensure optimal employee performance while Telecommuting, remote employees should:

- Choose a quiet and distraction-free working space.
- Have an internet connection adequate for their job.
- Dedicate full attention to job duties during working hours.
- Adhere to meal/break schedule outlined in Telecommuting Agreement.

### Telecommuting employees must follow School policies, such as:

- Confidentiality.
- Data protection and information security.
- Employee Code of Conduct.
- Anti-discrimination/equal opportunity.
- Appropriate behavior and attire when conducting School business.

#### 1 Guiding Principles

- 1.1 Telecommuting Agreements may be offered to staff in select positions where it meets business needs and is mutually beneficial to both the school and employee. Telecommuting Agreements are not a requirement or guarantee of the school.
- 1.2 Employees that request to telecommute will be individually evaluated. The request will be evaluated based on business need and the employee's ability to perform the job requirements off-site and work in a non-monitored setting.
- 1.3 No one Telecommuting Agreement will set a precedent for others, and may not be appropriate for all departments, positions, or employees.
- 1.4 The Telecommuting Agreement does not continue when the employee moves to a different job unless Agreements have been made to allow Telecommuting in the new position.
- 1.5 Employee's duties, obligations, responsibilities, and conditions of employment with the school remain unchanged while working from an alternate location except those obligations and responsibilities specifically addressed in the Telecommuting Agreement. The employee will continue to comply with all federal, state laws, and school policies and procedures while working at the Alternate Work Location.
- 1.6 Job responsibilities, standards of performance, and performance appraisals remain the same as when working at the Alternate Work Location.
- 1.7 Employees are required to maintain the confidentiality of Renaissance Academy's information and documents, prevent unauthorized access to any of School's systems, and discard work related documents in a manner that protects the interests of Renaissance Academy.
- 1.8 Supervisors should regularly discuss an employee's Telecommuting Agreement, clarify work performance, and communication expectations. Telecommuting Agreements should be evaluated on an ongoing basis to ensure business and employee needs are being met.
- 1.9 Telecommuting employees' classification, compensation, and benefits will not change solely based upon their acceptance of a Telecommuting Agreement.

The below guidelines outlines eligibility, expectations, and procedures regarding staff members working remotely.

### 2 Eligibility

- 2.1 Individuals requesting Telecommuting Agreements must have been continuously employed with Renaissance Academy for a minimum of twelve (12) months, through regular employment and must have a satisfactory performance record.
- 2.2 At a minimum, the Telecommuting employee must have no behavioral or job performance written disciplinary actions within six months preceding the Telecommuting Agreement.
- 2.3 Employees must be proficient and independently productive in all job responsibilities and must be consistently meeting expectations in order to be considered for a Telecommuting Agreement.
- 2.4 The employee and supervisor must sign the Telecommuting Agreement for it to be considered valid. The Telecommuting Agreement is subject to amendment or termination at any time by Renaissance Academy.
- 2.5 The employee is responsible for completing the Safety Checklist with the supervisor and agrees to inspection at the request of school by a designated School official with prior written notice.
- 2.6 Additional eligibility requirements may be outlined by the department.

## 3 Responsibility and Expectations of the Employee

Telecommuting staff members are responsible to fulfill the expectations agreed upon with their supervisor regarding the scope of their Telecommuting assignment, such as:

- 3.1 The Telecommuting employee must be reachable by the approved method(s) of communication (telephone, fax, network access, and/or email) during the agreed upon work hours and respond to emails and voicemails within one business day.
- 3.2 Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using True Time time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the Telecommuter's supervisor.
- 3.3 Non-exempt (hourly) Telecommuting employees are responsible for reporting all hours worked each week. Failure to report time and/or failure to obtain approval for overtime, can result in the termination of the Telecommuting Agreement or other disciplinary action.
- 3.4 When employees are absent from work on a scheduled Telecommuting day, they must adhere to the Attendance and Punctuality policy in the same manner as on-site employees.
- 3.5 Keep a task sheet to review with supervisor as outlined in your Telecommuting Agreement.

- 3.6 The Alternate Work Location must maintain a professional atmosphere and decorum.
- 3.7 When teaching online, employees must adhere to the dress code policy.
- 3.8 The employee will establish an appropriate work environment within his or her home for work purposes. The school will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.
- 3.9 Employees are to designate a workspace within the remote work location that is private, safe, ergonomic, and free from distractions and noise. Work location must ensure that screens are not visible to others and Renaissance Academy data is safe and secure at all times.
- 3.10 Regular communication through weekly or monthly meetings, teleconferencing, or inoffice days is required. The employee may be directed to report to the primary work
  location on a scheduled or an as-needed basis. The interval and the means by which the
  Telecommuting employee should check-in with their supervisor should be documented in
  the Telecommuting Agreement (i.e. face-to-face meetings, deliverables, and status report
  on a weekly/monthly basis).
- 3.11 If a Telecommuting employee desires to return to the Primary Work Location on a permanent basis and discontinue the Telecommuting Agreement, the supervisor must be notified before this change can occur. The supervisor must also approve this request. The Telecommuting employee should then be advised that they may be reassigned upon their return to the Primary Work Location if applicable. Workload may be adjusted or reallocated as necessary.
- 3.12 Any employee who violates any portion of the Telecommuting Policy, or the Telecommuting Agreement may be subject to revocation of his/her Telecommuting privilege and/or disciplined, up to and including termination of employment.
- 3.13 All rules that govern behavior in the workplace also apply to the Telecommuting employees. Failure to meet behavior standards may result in temporary or permanent termination of the Telecommuting Agreement and may result in corrective action.
- 3.14 Telecommuting employees should not or limited visits to student's homes. The supervisor must be made aware prior of home visits or meeting with students and parents at a non-campus locations. No face-to-face work interactions are to be conducted in an employee's home environment.
- 3.15 While working at home, caring for dependents must not interfere with work Agreement. Telecommuting is not meant as an alternative for providing dependent care.

- 3.16 While working remotely, personal obligations such as personal businesses and civic or volunteer activities must not interfere with work Agreement. Telecommuting is not meant as an alternative for conducting personal business during work hours.
- 3.17 Telecommuting employees will be subject to any city or municipality tax associated with their Alternative Work Location.
- 3.18 Notifying HR of change in address.

#### 4 Additional Considerations

### 4.1 System Downtime

4.1.1 On any occasion when an employee cannot access the computer network due to technical problems or there is system downtime, the employee must promptly contact their supervisor for direction and may be required to work on-campus. Where working on-campus is not practical, the employee may be required to take paid or unpaid leave (i.e., PTO) consistent with the Paid Time Off policy.

#### 4.2 Expense Reimbursement

- 4.2.1 Office supplies are provided by the School as needed for the job. Out-of-pocket expenses for other supplies are not reimbursed except with prior written approval from the employee's supervisor.
- 4.2.2 Renaissance Academy are not responsible for operating costs, such as electric bills, home maintenance, or other costs incurred by Telecommuting employees in the use of their homes as an Alternative Work Location.
- 4.2.3 If an employee lives outside of the local calling area, long distance calls are not reimbursed.

## 5 Equipment

- 5.1 Employees are responsible for providing high speed internet connection and that a computer firewall is enabled. Renaissance Academy will not purchase or reimburse employees for the cost of an Internet Service Provider, internet use, or firewall.
- 5.2 Hardware or software purchased by Renaissance Academy remains the property of the school and is returned upon request and terminations.
- 5.3 Equipment provided by the employee, if deemed appropriate by the IT department, will be maintained by the employee.
- 5.4 Renaissance Academy assumes no responsibility for the corruption or loss of files, nor for the repair, maintenance, or replacement of personally-owned equipment used for Telecommuting.

- 5.5 The school will not be responsible for any costs associated with Telecommuting or the setup of the employee's Telecommuting workspace. Renaissance Academy will not rent or reimburse for cost of in-home office space used while Telecommuting.
- 5.6 Equipment is for business purposes only. Employees may not use company equipment for unlawful purposes or to work for other employers, nor may other persons use.
- 5.7 Software used by a Telecommuter is subject to the same Renaissance Academy restrictions for duplication and unauthorized use as software used in the office.
- 5.8 The employee shall be fully responsible for the safe-keeping and return of all School property.

#### 6 Information Security and System Access

- 6.1 Protect School information by following the policies governing information security, software licensing, passwords, and data protection; ensuring that unauthorized individuals do not access data, either in print or electronically; and not accessing restricted-level information in print or electronically.
- 6.2 Telecommuting employees should use an approved wireless or wired network to connect to the network via VPN to work.
- 6.3 The Telecommuting employee is not permitted to leave a computer connected to the network unattended unless properly locked to prohibit unauthorized access.
- 6.4 Telecommuter must immediately notify their supervisor and IT department if a system used to telecommute is lost or stolen or if the system is compromised or suspected of being compromised by a computer virus or hacker.

#### 7 Liability

- 7.1 Renaissance Academy maintains the right to perform safety visit checks at remote workspace as needed.
- 7.2 The employee is responsible for maintaining a safe and ergonomic working environment and are governed by the provisions of workers' compensation during the agreed upon work hours while performing work-related duties. The employee will immediately report to their supervisor job-related accidents which occur at the Alternate Work Location during the agreed upon work hours while performing work-related duties.
- 7.3 In the event of a job-related incident, accident, or injury during Telecommuting hours, employees must notify their Human Resources as soon as possible and follow established procedures to report and investigate workplace incidents, accidents, or injuries.
- 7.4 Worker's Compensation does not apply to non-job-related injuries that occur in the home. Renaissance Academy is not responsible for injuries to third parties or members of the employee's family that occur on the employee's premises.

#### 8 Termination of the Telecommuting Agreement

- 8.1 Telecommuting employees may be required to return to the Primary Work Location immediately upon violating any policy or procedure, if deemed as having performance problems, or if management feels it is in the best interest of Renaissance Academy or the Telecommuting employee to end the Agreement, either permanently or temporarily.
- 8.2 Renaissance Academy reserves the right to suspend, cancel, or amend any Telecommuting Agreement at any time and without notice. If circumstances change, unsatisfactory job performance develops, and/or the department supervisor determines that an employee's Telecommuting Agreement no longer meets the needs of the department, the supervisor should discuss the situation with the employee.
- 8.3 Modifications cannot be made to the work Agreement unless mutually agreed. However, if the Agreement is being revoked due to poor performance, the employee may return to a regular schedule by the end of the pay period in which the verbal or written notice is given. The employee will be expected to resume a standard work schedule. The employee will make agreements with the supervisor for returning to work.
- 8.4 Upon termination of employment, all School property must be returned. Coordinate with management or HR to make all necessary arrangements to return all property in a timely manner

## 9 Pandemic / Disaster Additional Considerations

- 9.1 During a pandemic or in the event of a disaster, employees may be asked to work from home in limited situations where it is deemed appropriate by management without following the normal approval process listed above.
- 9.2 Following the initial disaster or pandemic period, an employee wishing to continue working from home must complete a "Telecommuting Agreement" form and their request will be evaluated according to the standard provisions outlined in this policy.
- 9.3 Supervisors must determine if employees working from home use Renaissance Academyowned equipment, personal equipment, or a combination of both. Telecommuter must comply with all of the organization's security and confidentiality requirements, including the use of VPN for all Renaissance Academy equipment and VDI for any personal equipment.
- 9.4 All other Telecommuting policy guidelines apply in pandemic/disaster situations.

#### Travel

Telecommuting employees will not be paid for time or mileage involved in travel between the Assigned Workplace and the Alternative Work Location

# **Failure to comply**

Failure to comply with this policy may result in disciplinary actions, including cessation of Telecommuting Agreements, written warning or termination.

# **Amendment of Telecommuting Guidelines**

Renaissance Academy reserves the right to amend the Telecommuting Policy in whole or part at any time, without notice

Approval Date:
Effective Date:
Name of Responsible Office: Office of Human Resources