



ASUB Standard Operating Procedure – 3003

Standard Operating Procedure Synopsis

Title: **TELECOMMUTING/REMOTE WORK**

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Review Date(s):

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Responsible Officer (RO): Vice Chancellor for Finance and Administration

Standard Operating Procedures Manager (PM): Director of Human Resources

A. Purpose and Scope

The purpose of this standard operating procedure is to outline the provisions for establishing a mutually beneficial telecommuting/remote work arrangement for Arkansas State University-Beebe and its employees where remote work is feasible for an employee's position. The opportunity to telecommute/work remotely is a leadership decision and is not a standard employee benefit.

B. Definitions

Business continuity – The continued ability to deliver service after a disruption in service caused by a natural disaster, pandemic, power outage or other unforeseen circumstances.

Dependent care – Caring for dependents in lieu of childcare or other dependent care.

Employee – For the entirety of this procedure, a full-time staff or faculty member.

Equipment – All furniture and equipment used in the remote work location.

Hours of work – Remote work schedule agreed upon between the remote worker and the immediate supervisor.

Hybrid work – Flexible working model where employees work partly in the office or classroom and partly from a predetermined remote worksite.

Inspections - ASU-Beebe examination of selected remote work location/space.

Intellectual property – Products, documents and records as defined by the ASU System policy and developed by an employee within the scope of employment are the property of ASU-Beebe.

Overtime – Time when any work performed by a non-exempt ASU-Beebe employee is in excess of 40 hours per week. Overtime must be pre-approved by the supervisor.

Primary worksite – The office on campus where the employee would perform work if on-site.

Project specific remote work – Remote work that is assigned for a specific assignment or project that requires concentration and few interruptions that can best be completed away from the normal worksite.

Telecommuting/Remote Work – Work completed by an employee from a remote work site previously determined by the employee's supervising member of the Executive Council. This does not include work performed outside of the normal realm of responsibilities or volunteer work.

Telecommuting/Remote Work Agreement – A work arrangement where the employee enters into a formal agreement with the college to perform his/her usual job duties in a remote work location at least one day per week or some other duration or period of time.

Telecommuting/Remote Work Locations – Approved locations, other than the employee's central workplace, where official college business is performed. The most common remote work location is the home of an employee, subject to the approval described in this procedure.

Telecommuting/Remote Work Plan – Document created with input from the employee and supervisor and approved by the supervising member of the Executive Council that outlines the work to be completed while telecommuting/working remotely and the process to verify work performed.

Telecommuting/Remote Work Request – An employee's formal request to the college to perform his/her usual job duties in a remote work location at least one day per week, or some other duration or period of time.

Telecommuting/Remote Workspace – A dedicated workspace provided by the employee that is quiet, clean, safe and free from distractions, with ample lighting and ventilation.

Temporary Remote Work – Remote work with a duration of five days or less. This is infrequent and must be approved by the supervising member of the Executive Council.

C. Procedures

Remote work is not suitable or practical for all work or all positions. Because our work is in direct service to students, telecommuting/remote work is not an option for positions requiring or involving direct, face-to-face contact or requiring the use of tools, equipment or information that is available only on campus. Remote work is allowed when it supports mutually beneficial arrangements for both the college and the employee. When campus closures are required, remote work may be assigned for business continuity.

All ASU-Beebe departmental policies, procedures and standards of conduct that apply to employees working on campus apply when an employee works remotely.

Criteria: Remote work tasks should generally meet the following criteria:

- Have clearly articulated goals and outcomes;
- Can be accomplished remotely, enhancing the quality of the work product and/or outcome or the college's capacity to effectively provide student and employee support;
- Will not adversely affect work quality, productivity or the needs of the college;
- Support attainment of the college's mission and strategic goals and;
- Should not result in more than a minimal expense to the college or greater expense to the college than if performed on campus.

Position Suitability: A suitable position is a position that can be, at a given time, conducted from a remote location without negatively impacting the quality of work or college operations. Position suitability is determined by the employee's supervisor, the supervising member of the executive council, and the director of human resources. A suitable position must meet the following criteria:

- The position does not require regular and timely face-to-face interaction and coordination of their work with other employees, their supervisor, students and/or the public.
- Some of all of the work activities are portable and can be performed effectively while working away from the ASU-Beebe campus.
- Technology to support assigned work activities is available from the employee and/or the college.
- Work performance can be evaluated using methods other than measuring time spent on the job (performance evaluations will follow applicable provisions and college procedures).
- The position does not require immediate access to equipment, documents or other information located only on campus.
- Other factors for consideration when determining a position's suitability:
 - Nature of the work
 - Employee's job performance history
 - Potential impact on the service to students or other employees
 - Potential impact to efficiently conducting college business
 - Departmental competing leave requests/scheduled time off
 - Effect on workload

** The above list of factors is not an exhaustive list. Supervisors and/or the applicable supervising member of the Executive Council and human resources may use their discretion in approving remote work.*

Exceptions: Under the following circumstances, the telecommuting/ remote work procedures do not apply:

- When a person is hired into a full-time remote position or
- When a person is doing temporary remote work (five or fewer days) as assigned by their supervisor and approved by their supervising member of executive council.

Employee Suitability: Employees suitable for remote work must meet the following requirements:

- Employee's position is suitable and does not require immediate face-to-face student or employee support.
- Employee is not involved in corrective or disciplinary action, or a disciplinary investigation, and does not have any past performance issues.
- An approved "Telecommuting/Remote Work Agreement" is in place prior to working remotely.

Employee Responsibilities: An employee's work responsibilities and scheduled work hours will not be affected by a remote work arrangement.

- Remote workers are responsible for maintaining effective workflow and communication among co-workers, supervisors, students, etc.
- Professional standards and job performance requirements remain.
- Employees in remote work arrangements are still required to comply with all college policies and procedures.
- Failure to perform adequately or comply with ASU System policies and procedures may result in a termination of the "Telecommuting/Remote Work Agreement" and/or corrective or disciplinary action.
- An employee may not be the primary source of care for a dependent while working remotely.
- The employee will maintain public records in compliance with the public records act and records retention schedules.
- ASU-Beebe shall provide worker's compensation and liability protection as obligated by the state statutes for the employee while they are in the course of employment within the agreed-upon location and defined work schedule. The college is not liable for any activity, damages, or injury, that is not directly associated with or resulting from the employee's official job duties and for which the college has no ability to exercise control.
- The college assumes no responsibility for injury to any other persons at the employee's residence or the remote workspace within it.

Work Hours and Accessibility: The employee's number of work hours per week remains the same even if they work remotely. The “Telecommuting/Remote Work Agreement” will specify remote work hours. Requests for overtime/compensatory time must have the supervisor's prior approval. Any changes to the “Telecommuting/Remote Work Agreement” must be approved by the supervising member of the Executive Council in advance.

The supervisor and the employee must comply with all applicable laws, rules, and policies including but not limited to:

- Work hours (including overtime)
- Meal and break periods
- Leave
- Employee conduct and performance expectations
- Communication procedures
- Confidentiality

During remote work hours, employees must be fully accessible via phone and email to their supervisor, co-workers, and others with whom they normally interact. Requests for leave will follow normal procedures.

For business continuity purposes, a scheduled or unscheduled remote work day may supersede a campus closure due to suspended operations if work can proceed at the remote worksite. Suspended operations rules related to pay and leave would apply.

In the case of a telecommuting/remote work location emergency such as a power outage, a telecommuting/remote working employee is required to report to their office on campus unless the campus is also affected by the emergency.

Equipment, Supplies, Communications, & Remote Workspace: The remote work site is considered an extension of the college for limited purposes while the employee is in remote work status. An employee in remote work status will be available during the approved work schedule for phone calls and other methods of communication. The remote workspace is subject to inspection by ASU-Beebe leadership or designee to ensure the space is suitable and free of distractions.

- The employee will work with human resources and information technology services to ensure that computer hardware, software, and equipment used for remote work meet security and confidentiality requirements. Working surge protectors provided by the college’s information technology services department are required on all ASU-Beebe equipment made available to the remote worker.
- The employee assumes the responsibility for ensuring the remote work site has a stable, nonpublic internet connection with sufficient bandwidth to participate in video meetings and other regular activities.
- Supplies necessary to complete work at the remote work site such as paper and other office supplies, are to be obtained from the on-campus office/department. ASU-Beebe

will not reimburse employees for purchased office supplies for the remote work site that would not be purchased normally.

- Equipment provided by ASU-Beebe for remote work purposes will be maintained by ASU-Beebe while any furniture or equipment provided by the employee will be maintained by the employee. Responsibility for the maintenance and repair will be accepted by the equipment owner.
- The employee is responsible for any intentional damage such as damage resulting from the gross negligence of the employee, the employee's family or guest and damage resulting from a power surge where a functional surge protector is not used.
- Installation of all Microsoft software updates will be the responsibility of the employee.
- The employee assumes responsibility for all costs associated with remote working other than costs referenced in the "Telecommuting/Remote Work Agreement." Individual tax implications, auto/homeowner's insurance, losses from a fire or theft, or incidental residential utility costs are the responsibility of the employee.

Security: All ASU-Beebe employees must protect college data as described in the ASU-Beebe Computer and Network Use Policy, General Confidentiality Statement, and FERPA. Departments should confirm that devices to be used with college data meet ITS minimum-security standards. Departments will instruct staff with remote work arrangements about the use of college systems to transmit and store data, as well as specific security requirements based on the nature of the work.

Employees are required to follow the college's best practices, including the following:

- Secure all college devices that will access or use ASU-Beebe data. Do not leave college devices unattended. Ensure devices are with you at all times or stored in a secure location.
- Ensure that devices are running software to protect from viruses, spyware, and other malicious acts.
- Use the college VPN Global Protect to access information systems that require it or any restricted-use data.
- Ensure that college data, including college intellectual property, is stored in appropriate college systems, databases, or repositories as required by the department and the college's Record Retention Policy, rather than on personally owned devices.
- Ensure that all Personally Identifiable Information (PII) is accessed on ASU-Beebe hardware/software only. Access to PII and confidential institutional information on personal devices is prohibited.
- In the event that a device that is used to access or store college data is lost, infected with a virus or malware, subject to a phishing attack, or otherwise compromised, notify the college's ITS department immediately. In the event a cybersecurity incident impacts a personal device used to access or store college data, the staff member must fully cooperate with the college's investigation, which in some cases may involve providing the device to ITS for forensic investigation.

Telecommuting/Remote Work Agreements: Regular or project-specific remote work that has a specified duration of time requires an approved remote work agreement signed by the employee,

the employee's supervisor, their supervising member of the executive council, and human resources. Completed forms will be kept in the employee's personnel file.

- The remote work agreement will set forth the specific remote work schedule.
- Approved remote work agreements shall terminate upon transition to a new position/department. Employees wishing to continue with remote work transition will need to submit a new remote work request.
- A telecommuting/remote work agreement must receive final written approval by the supervisor, the supervising member of the executive council, the director of human resources and the chancellor. The request must be filed with the Office of Human Resources prior to remote work commencing.
- The college reserves the right to reduce, modify, or terminate the designated remote work arrangement at any time for operational needs, performance concerns, scheduling conflicts, budgetary impacts, customer service needs, or other related matters.
- Offering the opportunity to work remotely is a leadership decision; working remotely is not a standard employee benefit.
- Remote work is not a substitute for sick leave.
- Remote work is not a substitute for dependent care. Employees who work remotely with dependents must plan for dependent care during the agreed-upon work hours, just as the employee would do if working at an ASU-Beebe campus. If the college determines that an employee has responsibility for the care of a dependent during work hours, then the remote work arrangement is subject to immediate termination.
- While working remotely, the employee must be accessible via the phone, e-mail, and through other communication methods including technology provided by the institution during agreed-upon work hours. The employee must be available for emergency situations and may be asked to return to a college facility on short notice. Employees must respond to the request within one hour of notification.
- The college is not responsible for costs, damages, or losses resulting from the cessation of participation in a remote work agreement.

Telecommuting Process:

1. Employee should discuss the possibility of telecommuting/remote work with their supervisor.
2. Employee completes a telecommuting request
3. Supervisor discusses feasibility of remote work for position with supervising member of Executive Council and human resources.
 - a. If remote work is feasible, process continues.
 - b. If remote work is not possible, process ends.
4. Employee provides alternate worksite internet information and location address to the Office of Information Technology Services.

5. The Office of Information Technology Services provides employee's internet information to the ASU System chief information officer.
 - a. If CIO approves the request, the process continues
 - b. If CIO denies the request, the process ends.
6. Supervisor and employee develop a telecommuting plan.
7. Employee completes the employee portion of the telecommuting/remote work agreement
8. Supervisor completes the employer portion of the telecommuting/remote work agreement
9. Supervising member of Executive Council approves the telecommuting agreement.
10. Human resources approves the telecommuting agreement
11. Chancellor approves the telecommuting agreement
12. Telecommuting plan is implemented and the employee begins telework.
13. The telecommuting/remote work arrangement will be reviewed no less than annually with a new agreement effective July 1 each year.

D. Related Information

Links:

- ASU System: [Staff Handbook](#).
- ASU System Policy: [Appropriate Use of Information and Technology Resources](#)
- ASU System Policy: [Family Educational Rights and Privacy](#)
- ASU System Policy: [Intellectual Property Not Subject to Patent](#).
- ASU System Policy: [Telecommuting Policy](#)
- ASU System Policy: [Record Retention Policy](#)
- ASU-Beebe: [Computer and Network Use Policy Acknowledgement](#)
- ASU-Beebe: [General Confidentiality Statement](#)
- ASU-Beebe: [Faculty Handbook](#)
- ASU-Beebe: [Security Guidance for Working Remotely](#)
- ASU-Beebe: Request to Telecommute/Remote Work Form.
- ASU-Beebe: Agreement to Telecommute/Remote Work Form.