

## Remote Work & Telecommuting Policy

### Policy Statement:

Clark University may provide or approve alternative work arrangements for positions that are deemed fully remote or to accommodate flexible schedules for employees through a combination of on-campus and remote presence if:

- Departmental efficiency and service are not adversely affected;
- Regular office hours to meet departmental needs are not curtailed;
- Undue burdens are not placed on other employees or supervisors, and/or
- The University is not unduly burdened by administrative or financial expenses associated with the arrangement.

Alternative work arrangements may include modifications to an employee's work schedule, work location, and other arrangements that differ from the University's and department's usual standards and practices. Decisions about whether to accept or approve a request for an alternative work arrangement rest solely within the leadership of each division, and each division may establish its own process for review and approval of alternative work arrangement requests.

All alternative work arrangements must comply with tax and labor laws. Any arrangement that includes work from outside of Massachusetts or the University's list of approved states for remote or hybrid work must be elevated to the Office of Human Resources and Controller for approval. This approval process also applies to candidates being considered for hire. The Office of Human Resources and Controller require 30 days to determine whether the University can support approval of an alternative work arrangement in that particular state. The University cannot support hiring employees outside of the U.S.

A fully remote work arrangement should consider occasional travel to campus. If a supervisor requires a fully remote employee to come to campus for a full business day or longer and the employee resides and works more than 75 miles from the main campus, the department may cover the employee's travel costs in compliance with the University's Travel Policy. Supervisors should make every effort to make the most efficient use of fully remote employees' time on campus.

### Definitions of alternative work arrangements:

- **Hybrid:** Employees, with approval from their supervisors and division head, may request a hybrid work schedule to work both on-campus and remotely if the position permits, as long as the modified schedule does not disrupt the department's business operations. If a hybrid work schedule is a viable option, it requires agreement between the employee, supervisor and division head and approval from the Office of Human Resources.

- **Compressed work schedule:** Employees perform their work over the course of fewer days in a work week.
- **Flexible start and end times:** Employees have the flexibility to change when they start or end their workday as long as they are consistently working during department-established core hours, if deemed applicable by department.
- **Reduced hours:** A work schedule that is less than full-time.
- **Job-sharing:** Two part-time employees share the responsibilities of one full-time job at prorated pay.
- **Remote work:** Employees work entirely at home or an alternative worksite for their regular work schedule.

**Note:** All employees working remotely, either under a hybrid arrangement or fully remote schedule, must complete an Alternative Work Arrangement Agreement (See Exhibit A).

*Procedures:*

Employees should direct Alternative Work Arrangement Agreement forms to their immediate supervisor. The supervisor must present the request to divisional leadership for review and approval.

Depending upon the particular circumstances, alternative work arrangements may also include a trial period, phased implementation, a communications plan, and periodic reviews to assess the ongoing feasibility of the arrangement and to make adjustments, if needed. Not all positions lend themselves to alternative work arrangements. If it is determined that a request for an alternative work arrangement cannot be granted, the supervisor should explain the rationale to the requesting employee. In all cases, a department may end an alternative work arrangement with reasonable notice to the employee(s).

In determining the feasibility of an alternative work arrangement, the requesting employee and their supervisor should consider the arrangement's potential impact on the delivery of services, department operations and budget, and the distribution and flow of work among department employees. Any alternative work arrangement should have either a neutral or a positive impact in these areas. Other factors that may be considered include the employee's performance record, and what will or may happen if circumstances change and the alternative work arrangement is no longer beneficial or feasible. With due consideration to privacy concerns, alternative work arrangements should be transparently communicated to the employee's service constituents, such as students, families, faculty, staff, community members, and appropriate colleagues, including new employees and supervisors who begin working while the arrangement is already in place, in order to prevent misunderstandings or work disruptions.

Employees and supervisors with questions about an alternative work arrangement request may contact Human Resources at [HR@clarku.edu](mailto:HR@clarku.edu).

The Remote Work & Telecommuting Policy is not intended to be utilized when alternative arrangements are requested or granted as an accommodation due to an employee's disability, impairment, serious health condition, or other circumstances that may be covered by the Americans with Disabilities Act or the Family and Medical Leave Act. Employees requesting accommodations under the Americans with Disabilities Act should contact Human Resources. Employees requesting Leaves of Absence or Medical/Family Leaves should refer to those policies for guidance.



EXHIBIT A

**Alternative Work Arrangement Agreement  
Remote, Telecommuting and/or Flextime Request**

**Employee Information**

Name: \_\_\_\_\_ Banner ID: \_\_\_\_\_  
 Position Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Department: \_\_\_\_\_ Email: \_\_\_\_\_  
 Classification:  Faculty  Staff  Temporary  
 Agreement Begin Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Flextime Information (if work hours are changing)**

<input type="checkbox"/> Exempt (Salaried) employee	<b>Alternative Work Schedule (hours)</b>				
<input type="checkbox"/> Non-exempt (Hourly) employee (1 hr. lunch break must be scheduled)					
<b>Days</b>	<b>On-Campus</b>		<b>Off-Campus</b>		<b>Total Hours</b>
	<i>Begin</i>	<i>End</i>	<i>Begin</i>	<i>End</i>	
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Sunday					
<b>Total Hours</b>					

**Telecommuting Information (if work location is changing)**

Telecommuting Site: \_\_\_\_\_  
 Address City State Zip

At the main campus, employee's work hours are from \_\_\_\_\_ to \_\_\_\_\_ on the  
 following days: \_\_\_\_\_.

At the off-campus work location, employee's work hours will be from \_\_\_\_\_ to \_\_\_\_\_ on  
 the following days: \_\_\_\_\_.

Are there any functions of the employee's job that cannot be performed remotely? (if yes, list below)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Agreement Information

By signing this Alternative Work Agreement, the employee understands and agrees with the conditions listed below. If the arrangement does not meet the operational needs of the department it can be discontinued at any time at the discretion of the supervisor.

### Conditions and Reminders:

- Must adhere to the approved Agreement; changes must be approved in advance by the supervisor. The supervisor may also occasionally adjust the Agreement with reasonable notice of the change, whenever possible.
- Will remain accessible and productive during scheduled work hours.
- Will maintain satisfactory performance standards and will be evaluated in the same manner as when working on-campus and/or normal business hours.
- Will record time and attendance in the same manner as when performing official duties on-campus and/or normal business hours.
- Will obtain supervisory approval before taking leave in accordance with established departmental procedures.
- Will plan for regular dependent care and understands that telecommuting is not a substitute for dependent care.
- Will report to the University's on-campus work location as necessary upon directive from their supervisor. This may include working during the employer's normal business hours.
- Will communicate regularly with their supervisor and co-workers, which may include a weekly written report of activities, if requested by the supervisor.
- Will comply with all of the University's policies, procedures, practices and instructions in the same manner they apply when working on-campus and/or during normal business hours.
- Will maintain a safe and secure work environment at the remote location at all times (if applicable).
- Will allow the University access to the remote work location for purposes of assessing safety and security, upon reasonable notice by the supervisor, as necessary (if applicable).
- Will report any work-related injuries to their supervisor immediately as required by Workers' Compensation regardless of work location and/or work hours.
- Agrees that any University-owned equipment provided will be serviced only by the University. If the employee provides the equipment, they are responsible for servicing and maintaining such equipment.
- Agrees that University-owned equipment will not be used by anyone other than the employee for business-related work only and understands that all equipment and resources provided by the University shall remain the property of the University at all times.
- Agrees to protect all University equipment & resources from theft or damage and to report theft or damage to his/her supervisor immediately.
- Understands that the University will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the employee's residence or other remote work location while performing official University duties remotely unless required by law.
- Understands that if a supervisor requires a fully remote employee to come to campus for a full business day or longer and the employee resides and works more than 75 miles from the main campus, the department may cover the employee's travel costs using departmental travel budget funds in compliance with the University's Travel Policy.



- Understands that their personal vehicle will not be used for University business unless specifically authorized by the supervisor.
- Understands that private office space on campus is not guaranteed and that, depending on the alternate work arrangement and the specific job function, there might be shared and/or other open or community office space arrangements implemented.
- Agrees to comply with the University’s policies, procedures and expectations regarding information security and is expected to ensure the protection of proprietary University & vendor information as well as employee & student information accessible from their remote location.
- Understands that all terms and conditions of employment with the University remain unchanged, except those specifically addressed in this Agreement.
- Understands that management retains the right to modify this Agreement on a temporary or permanent basis for any reason and at any time.
- Understands that if they fail to comply with the Agreement, they may be returned to the on-campus work location/schedule and may also be subject to disciplinary action.
- Agrees that in case of employee’s separation from the University, all University equipment and resources (e.g., ID, keys, etc.) will be returned to the University within two working days of the separation date.

**Signatures**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Supervisor Acknowledgement**

Approve

Approve with Modifications: \_\_\_\_\_

Deny (Select Appropriate Reasons Below)

Business Demands/Projects     Limited Staff     Availability Reduced Business Continuity

***By approving this alternative work arrangement, I attest that I have preventative strategies in place to mitigate workplace time theft and ways to measure and manage productivity.***

\_\_\_\_\_  
Supervisor/Chair Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Department Head/Dean Approval**

\_\_\_\_\_  
Department Head/Dean Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Vice President/Provost Approval**

\_\_\_\_\_  
Vice President/Provost (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Human Resources Approval**

\_\_\_\_\_  
Human Resources (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date