

1. Policy Statement

Great Basin College is committed to our students' success and promotes workforce development and economic development opportunities. In order to provide these services, the college is committed to have a majority of its personnel located at one of our campus/center locations to provide services to students, our communities and business and industry in-person. At the same time, the college recognizes that flexibility in the workplace offers us a tool to serve our students and recruit and retain employees.

Principles Related to this Policy

1. To support the goals and mission of the college, personnel must be in-person, engaged and present for their departments.
2. The college is a public institution and must maintain core business hours of Monday – Friday from 8a.m. to 5p.m. to meet the expectations of our students and our communities.
3. Remote Work Arrangements (RWA) must be cost-neutral to the college.
4. Core jobs which support college infrastructure, health, life, and safety must be provided in-person and be available to ensure departments, faculty and staff are able to meet the needs of our campus.

The application of this policy is limited because of our underlying principle of providing in-person services and support for our students. Not all positions may be eligible for remote work, such as student support, campus infrastructure and facilities positions.

A RWA is a non-traditional working arrangement which maintains without disruption the college's teaching, service and/or business needs. Departments must ensure needs are met when considering RWA request. Adequate supervisory contact and/or employee accountability must be achievable and maintained. A RWA must not adversely affect the services provided to students, the department, other departments, coworkers or the public. The quantity, quality, and timeliness of employee work must be maintained. RWA's may only be appropriate at certain times of the academic calendar or fiscal year. Additionally, safety, privacy, security, technology concerns and limitations, department size, position responsibilities, and other relevant considerations may preclude a RWA.

A Remote Work Arrangement is not a right; it is a limited discretionary privilege subject to conditional approval on a case by case basis that may be amended or revoked for any reason at any time.

Employees with a RWA remain subject to all applicable college and NSHE policies and procedures, and federal and state laws. Standards of performance are the same whether working on-campus or remotely. Denial of an employee's request to work remotely shall not be subject to any grievance, reconsideration, or appeal.

2. Applicability and Eligibility

Except as stated above, this policy pertains to all college employees whose core job functions may be performed at the same level through a RWA as would be on campus. Employees interested in a RWA should discuss eligibility and options with their supervisor.

The policy does not apply to authorized work performed away from an employees assigned work location as part of an employee's job responsibilities, including but not limited to travel, sabbatical, community engagement, conference attendance, etc.

A RWA is not available to all positions or individuals in a department. Not every function is conducive to an alternate location because of student needs, department size and job responsibilities and/or business needs. The following factors will be considered when evaluating the appropriateness of a RWA:

- The types of tasks performed, and supervision required for the position, as well as the supervisory responsibilities of the position.
- The job responsibilities and the operational needs of the department.
- The need for and remote access to specialized databases or other work resources that are not well supported remotely.
- The requirements to attend meetings, fulfill public and in-person customer service responsibilities, and other commitments.
- Jobs that require physical presence to perform effectively are not suitable for remote work.
- Whether potential costs or savings would result.
- The types of electronic or paper records/files which are required to perform a job.
- The advancement of the college's mission without reducing or impeding the quality of instruction or service provided to students, co-workers, and the community.
- The proposed remote work location.
- Other factors specific to the position.

A supervisor may recommend the establishment of RWA for positions where such arrangements are in the best interests of the college and NSHE, or where a RWA would enhance services to meet the specific needs of the department. RWA's will be reviewed per the terms specified in the accompanying RWA agreement to determine if the arrangement continues to meet the college's business needs. An approved RWA does not reduce expectations regarding an employee's performance or productivity nor does a RWA bind the college or the employee to a future arrangement within a department. No employee is entitled to or guaranteed the opportunity to an RWA.

A RWA Agreement must be completed and submitted for review if the request for a RWA is more than 10 working days in a fiscal year. Remote Work Arrangement agreements will be considered twice annually. For RWA beginning January 1 agreements are due October 1 of the preceding calendar year. For RWA beginning July 1 applications are due April 1 of the same calendar year. Remote Work Arrangements may be considered at time of hire outside of these two time periods.

3. Approval Authority

The President has delegated approval authority for RWA's to The Vice President for Business Affairs and The Vice President for Student and Academic Affairs for the respective departments reporting to them. Requests for RWAs must be recommended up through the employee's supervisory structure before approval will be considered by the approval authority indicated above.

4. Types of Remote Work Arrangements

Types of RWA's available under this policy include:

- a) **Hybrid Remote Work Arrangement** – A workplace alternative that provides the option of occasionally working from a virtual location (e.g., home or other off-campus location) for part of the employee's assignment with remainder of the work being performed on campus. The schedule for each location must be consistent and approved by the immediate supervisor. A RWA agreement is required.

A RWA agreement is required for hybrid RWA's and must be approved by the supervisor and the appropriate appointing authority. A regularly scheduled RWA may not exceed 40% of the stated Full-time Equivalency (FTE). For example, an Administrative Faculty member working 1.0 FTE could work .4 (2 days) per week remotely. Employees working remotely under this arrangement must be able to report to campus/center within four hours' notice by their supervisor. It is the responsibility of the individual approving the agreements for the individual departments to ensure the adequate coverage in the department and that remote days are distributed appropriately across the staff and throughout the week (ex: Mondays and Fridays should not be the only days for RWA).

- b) **Remote Work Location** – A workplace alternative where an employee works from home or from another off-campus location, away from a regularly assigned on-campus work location for all available work. A RWA agreement is required. Employees working remotely under this arrangement must be able to report to campus/center within four hours' notice by their supervisor. It is the responsibility of the individual approving the agreements for the individual departments to ensure the adequate coverage in the department.

5. Remote Work Outside of Nevada

Remote Work Arrangements outside of Nevada will require additional considerations and approval. Remote work outside of the United States is prohibited.

Because of potential issues raised (including, but not limited to, worker's compensation, labor laws, tax issues, unemployment insurance, payroll and state registration issues), it is essential for RWA arrangements outside of Nevada to be carefully considered. Because of these issues remote work locations outside of Nevada will require additional considerations and final approval from the Vice President for Business Affairs.

6. Remote Work Arrangement Agreement

The RWA agreement shall specify the following terms:

a) Duration or Renewal of Agreement

All employees that desire to have a RWA will be required to enter into a RWA agreement. The duration of the agreement may be up to six months or one semester in duration. All RWA agreements shall be reevaluated before being renewed.

b) Terms and Conditions

Employees with a RWA agreement remain subject to all applicable Nevada System of Higher Education and college policies and procedures, applicable bylaws and federal and state laws, including, but not limited to, policies related to computing resources, data and privacy information, and confidentiality.

A RWA agreement does not change the terms and conditions of an individual's employment with the college. All policies related to conflict of interest, outside compensated activities, secondary employment and approved leave are in effect with a RWA agreement. Failure to meet job requirements, may result in termination of the RWA agreement, disciplinary action, and/or termination of employment.

Remote employees must obtain prior written approval from the college if they wish to relocate their remote workspace to a different address, city, state and/or country. Upon approval remote employees shall update their location with the college within five business days after changing the address, city and/or state from which they are working.

c) Work Hours and Attendance

The business operations work hours for administrative support positions is 8:00 a.m. to 5:00 p.m. Pacific Time (P.T.), Monday through Friday, unless otherwise assigned. An approved RWA does not change the expected workday schedule. Any request to change the work hours must be approved by the supervisor in advance. The employee's work attendance shall conform to the work hours specified.

An employee with a RWA agreement is responsible for meeting performance standards stated in the job description or role statement.

Non-exempt employees who are approved to work remotely are required to strictly adhere to scheduled rest and meal breaks, and to accurately report their work hours. Non-exempt employees must obtain prior approval before working any overtime.

d) College Equipment and Personal Equipment

If the department is unable to provide the equipment required for remote work, a RWA agreement may not be executed. If the department is able to provide the equipment required for an ongoing (non-temporary) RWA, the RWA agreement may be approved if it meets the needs of the department. The employee shall submit an NSHE Equipment Loan Agreement and/or Electronic Equipment Usage Agreement for all equipment taken offsite. The college is not liable for damages or theft of employee property resulting from participation in working remotely. The employee shall replace and/or reimburse the college for any damage or loss to college-owned equipment; this reimbursement may occur through payroll deductions. The employee will purchase and maintain

adequate and necessary internet connections and workspace furniture in order to work effectively under their RWA agreement. The college will not be responsible for operating costs, utilities, or other incidentals associated with the use of the employee's remote worksite. Inadequate internet service that affects job performance is cause for termination of an RWA.

e) Safety, Worker's Compensation and Liability

The employee entering into the RWA agreement is responsible for completing the work location assessment and the required training provided by Risk Management.

The employee may be covered by Workers' Compensation if injured in the course of performing official duties at the RWA location. Employee is responsible for reporting any job-related injury or illness to the employer in compliance with applicable policies.

The employee is responsible for completing all safety and compliance training as well as adhering to all safety, worker's compensation and risk management policies. Training and orientation may be held at the college and attendance is required.

Any approved RWA is for the sole use of the employee with the authorized RWA. An employee with a RWA shall not host, at the remote location, others in-person, including college/NSHE employees or non-college/NSHE employees for business purposes, including but not limited to meetings, delivery or pick up of work materials.

The employee agrees to indemnify the college for injury to others at the work location.

In case of injury, theft, loss or other liability, the employee must allow agents of the college to investigate and/or inspect the work site with reasonable notice.

f) Performance and Accountability

All work will be documented and reported to the supervisor per the frequency required by the supervisor. Online or telephone meetings with the supervisor will be held as required by the supervisor. The employee will return to campus as required by the supervisor/RWA agreement for face-to-face meetings. Travel costs for required meetings are the employee's responsibility.

The evaluation of the employee's job performance will be based on established responsibilities stated in the job description or role statement.

g) College Records and Data

Any employee working remotely must adhere to all college policies but should be particularly cognizant of policies related to computers, data and privacy, including, but not limited to:

- GBC Computing and Network use policies
- Nevada System of Higher Education Computing Policy

The employee will apply safeguards to protect electronic data and print documents from unauthorized disclosure or damage. All records, papers, and correspondence must be safeguarded for their return to the office. The employee is responsible for confidentiality and protection of sensitive data. A physical audit of the RWA location by the college may be required in certain circumstances.

While working remotely, an employee may receive work-related data, documents, or other materials protected by the Family Educational Rights and Privacy Act (FERPA), the Gramm-Leach-Bliley Act (GLBA), the Health Insurance Portability and Accountability Act (HIPAA), Personally Identifiable Information, or other state or federal privacy laws or regulations and personnel records. Those items will be considered "Confidential Information" for purposes of this policy.

All NSHE and applicable college policies on information technology, internet access, and technology use apply to remote work, as they would at an on-campus work site. A remote work employee accepts responsibility for maintaining the security, condition, and confidentiality, of all work-related data, documents, and other materials kept at their off-campus workplace or stored on electronic equipment. Violation of applicable policies or negligence related to protected and confidential information are grounds for disciplinary action. Work-related data, documents, or other materials shall not be stored on personal electronic equipment.

The employee will hold all Confidential Information in strict confidence. The employee will not use or disclose Confidential Information except as required to perform their job duties. The employee will protect all Confidential Information in accordance with the above-referenced policies and commercially reasonable standards and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity and availability of all Confidential Information. In the event of an actual or suspected breach of security, the employee must promptly notify their supervisor and the appropriate Information Technology Services department.

h) Modification or Termination of Agreement

The college retains the right to modify or terminate the agreement for any reason at any time with at least 14 days' notice, or as a result of an employee request supported by the supervisor.

If an RWA is terminated the employee is expected to return to their assigned work location, no later than 14 days after the notice of termination of an RWA.

The employee may request to terminate a RWA agreement at any time prior to its agreement end date. The decision to terminate the agreement early rest with the approval authority.

Upon termination of the RWA, college and NSHE equipment used to work remotely must be returned.

The decision to modify or terminate an agreement shall not be subject to any grievance, reconsideration, or appeal.