

# Telecommuting Policy

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## I. PURPOSE AND SCOPE

The purpose of this policy is to establish the terms and conditions under which employees are permitted to “telecommute.” Telecommuting may be appropriate for some employees and roles, while not for others. Telecommuting is not an entitlement or a campus-wide benefit and in no way changes the terms and conditions of employment with Goucher College.

## II. DEFINITIONS

- A. **Alternate Work Location:** An approved location, other than the employee’s central workplace, where official College business is performed. The most common alternate work location is an employee's home, subject to approval described in this Policy.
- B. **Approved State:** An approved state within the United States where the employee resides and the College has authorized an employee to work. The Office of Human Resources maintains a list of authorized states where employees are permitted to work for the College.
- C. **Central Workplace:** An employer’s place of work where employees are typically located. Most commonly, this is on the Goucher College campus.
- D. **Telecommuting:** A work arrangement where the employee enters into a formal agreement with the College to perform their usual job duties in an alternate work location at least one day per week.

## III. SCOPE

This policy applies to regular faculty and staff.

## IV. ELIGIBLE POSITIONS AND EMPLOYEES

For an employee to be approved for telecommuting, the College must determine that both the employee’s role and the employee, based on skill sets and/or job performance, are appropriate for such an arrangement. In consultation with the Office of Human Resources, supervisors will analyze the nature of a position and how the work is performed and determine which positions are eligible to designate or approve for telecommuting. Several factors are considered in determining the feasibility of telecommuting, including the College’s ability to supervise the employee adequately and whether any duties require the use of specific equipment or tools that cannot be replicated at an alternate work location. Other critical considerations include whether:

- there is a need for face-to-face interaction and coordination of work with other employees;
- there is a need for
- regular in-person interaction with outside colleagues, clients, or customers is necessary;
- the position requires the employee to have immediate access to documents or other information located only in the central workplace;
- the alternate work location is in an approved state;
- the telecommuting arrangement will adversely impact service quality or College operations, or increase workload for other employees or costs to the College;
- the position can be structured to be performed independently of others with minimal need for support and little face-to-face interaction; and
- performance can be measured by quantitative or qualitative results-oriented standards, not time spent doing the job.

It is an accepted practice for teaching and research faculty to carry out their work with varied schedules on campus and at alternate work locations. Normally, a formal Telecommuting Agreement will not be required for faculty unless the normal work assignment is consistently at an alternate work location (i.e., not the assigned office at the central workplace).

If an employee in an eligible position requests approval for telecommuting, the supervisor, in consultation with the Office of Human Resources, will determine whether the employee is eligible. Generally, the following conditions must be met to approve an employee for telecommuting, in addition to those described above:

- the employee has a demonstrated ability to work productively on their own and is self-motivated and flexible; and
- the employee has a consistent record of satisfactory performance.

Supervisors must ensure that telecommuting decisions are made for appropriate, non-discriminatory reasons. All decisions regarding telecommuting must be approved by the divisional vice-president.

## **V. TERMS AND CONDITIONS OF EMPLOYMENT**

### **A. Salary and Benefits**

An employee's salary, job responsibilities, benefits, and College insurance coverage will not change as a result of telecommuting. Goucher College policies and procedures shall apply to and be followed by the telecommuting employee regardless of where the work is performed.

### **B. Work Hours**

Telecommuting employees will have regularly scheduled work hours agreed upon with their supervisors. Employees will exercise reasonable care while telecommuting, and will manage personal responsibilities in a way that does not interfere with the successful completion of job responsibilities.

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 Goucher's time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the telecommuting employee's supervisor. Failure to comply with this requirement may result in the immediate termination of the Telecommuting Agreement.

### C. Work Space

Telecommuting employees who work at an alternate work location will provide a designated workspace that is adequate for the performance of employment duties. The workspace will be agreed to by the supervisor and the Office of Human Resources; maintained by the employee, as appropriate; and subject to supervisor visits, upon request, to ensure that safe work conditions exist and that College equipment is appropriately maintained.

### D. Equipment and Incidental Costs

Unless otherwise required by law, telecommuting employees responsible for purchasing furniture and equipment necessary for the set-up and continued maintenance of their designated alternative workplace. Telecommuting employees are also generally responsible for all utilities and other expenses associated with working from home, including but not limited to the internet, insurance, and maintenance.

Telecommuting employees may be provided with certain equipment (e.g., laptop, printer) as agreed between the supervisor/department and the employee. Provision of such equipment by the College is not an entitlement of telecommuting and will be determined solely at the College's discretion based on business need.

Telecommuting employees will use reasonable care to protect all equipment provided by the College and use it only for work purposes. Such equipment, along with any work-related files and other materials, remains the property of Goucher College and will be returned to the College upon termination of Telecommuting Agreement or employment, or as otherwise requested by the College.

The College will supply employees with appropriate office supplies (pens, paper, etc.) as it deems necessary. The College will also reimburse employees for business-related expenses that are reasonably incurred in carrying out the employees' duties. Employees must seek approval from the divisional vice president **prior to incurring** any business-related expense that exceeds \$100. Any reimbursement of business-related expenses is charged to the operational budget of the employee's department.

### E. Travel

Telecommuting employees who are required to report to the central workplace will not generally be compensated for the travel time between their home and the central workplace. Such travel is considered commuting time and is non-compensable. Non-exempt employees who travel between two or worksites during the day will generally be compensated for the travel time between worksites, except that if the employee is traveling only between the central workplace and their home, and working in both locations in one day for the employee's convenience, such travel time is generally non-compensable and considered as a regular commute.

## F. Other Expenses

Telecommuting employee expenses not explicitly covered in this policy will be dealt with on a case-by-case basis between the employee and their supervisor in consultation with the divisional vice president.

## G. Security

Telecommuting employees who work at an alternate work location will take all precautions necessary to secure the College's proprietary information in their possession and prevent unauthorized access to any College system. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

## H. Taxes

Employee may be subject to additional or alternative taxes due to telecommuting and working from employee's alternative work location. Such taxes are the sole responsibility of the employee, who is advised to consult with a tax professional.

## I. Liability

The College assumes no liability for injuries that occur to employee in the employee's alternate work location outside the agreed-upon work hours. Injuries sustained by the employee in an alternate work location and in conjunction with their regular work duties are normally covered by the College's workers' compensation policy. Telecommuting employees are responsible for notifying the College of such injury, no matter how minor, immediately in the same fashion as if the injury occurred in the central workplace.

The College is not responsible for any injuries to family members, visitors, and others in the employee's alternate work location.

## **VI. EMERGENCY TELECOMMUTING PROCEDURES**

In exceptional situations, including but not limited to cases of public emergency and/or in compliance with public health guidance for contagious diseases, temporary telecommuting may be approved for alternative work arrangements. This is a short-term discretionary program and is discussed and considered on a case-by-case basis with the individual employee and their supervisor. Temporary telecommuting must be approved in advance by the supervisor and implemented through the use of the Telecommuting Agreement (Exhibit A, attached). The terms of this Policy shall be followed in such circumstances, to the extent practicable. The Policy may be modified on a case-by-case basis by the Associate Vice President for Human Resources to meet unanticipated staff and equipment needs.

## **VII. AGREEMENT**

Telecommuting must be documented as approved through a Telecommuting Agreement (Exhibit A) between the employee and the College. Additional terms and conditions governing a specific telecommuting arrangement may be specified in such Agreement. Telecommuting arrangements are offered to Goucher employees when the supervisor and divisional vice president determine that such an

arrangement will not adversely affect the operations of the department or impede the work of other members of the department.

In consultation with the Office of Human Resources, the supervisor may modify or terminate the Telecommuting Agreement early (before the end of the specified term) due to performance concerns, changing operational needs, or any other non-discriminatory reason. The employee may also terminate the Telecommuting Agreement at any time unless emergency circumstances prohibit a return to campus or telecommuting was a condition of employment. Any termination typically will be made with at least two weeks' advance notice, unless such notification is deemed impossible or impracticable by the College.

## **VIII. RESPONSIBLE DEPARTMENT**

[Office of Human Resources](#)

## **IX. CONTACT**

The [Associate Vice President for Human Resources](#) is responsible for questions regarding this policy.

## **X. HISTORY**

Adopted: October 2021

# Exhibit A Telecommuting Agreement

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Employee Name (printed): \_\_\_\_\_

Term of this Agreement: \_\_\_\_\_

Daily schedule/Total hours per day: \_\_\_\_\_

Alternative Work Location (type of location and address)

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

Core hours you can be reached: \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m. /p.m.

How can you be contacted when you telecommute? (Check all that apply)

Phone    Email    Voicemail/answering machine

Other (describe) \_\_\_\_\_

**I read and agree to the terms outlined in Goucher College's telecommuting policy and to the telecommuting work schedule detailed above.**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Divisional Vice President

\_\_\_\_\_  
Date