

## **BP 4180/4280/4380 ALL PERSONNEL - RESIDENCY AND REMOTE WORK**

Note: This model policy is adopted from a policy created by the Dillingham City School District.

The Board recognizes the educational and economic benefits that result from district personnel residing within the boundaries of the school district. The Superintendent or designee may determine that the best candidate for a ~~certificated or administrative~~ position does not plan to maintain primary residency within the boundaries of the school district. In order to hire or continue the employment of such a candidate, the Superintendent or designee shall seek approval from the Board. The Superintendent or designee shall develop procedures to implement this policy.

*Adopted:*

**Northwest Arctic Borough School District**

## AR 4180/4280/4380 ALL PERSONNEL - RESIDENCY AND REMOTE WORK

Note: This model regulation is adopted from a policy created by the Dillingham City School District.

### Purpose

To establish a process by which the District may allow an employee to work from home or another approved location on a full-time or part-time basis, hereafter referred to as “remote work” or “telecommuting.”

The District requires its employees to report to their designated work location. However, the Superintendent may decide that the best candidate for a ~~certificated or administrative~~ position may not reside or plan to reside within the boundaries of the ~~d~~District. Pursuant to BP 4180/4280/4380, the Superintendent may seek approval from the Board to hire or continue the employment of such a candidate.

### Procedure

Any employee seeking ~~to~~ remote work or telecommuting must enter into a written remote work agreements. A request for remote work or telecommuting will be evaluated based upon the following factors:

- The essential job duties of the employee’s position;
- The employee’s reasonable likelihood to be able to successfully perform the essential job duties and responsibilities from an alternate work site; and
- The supervisor’s reasonable likelihood to ensure the employee’s completion of the essential job duties and responsibilities at an alternate worksite.

Remote work or telecommuting is not designed to be a substitute for childcare or care of a dependent family member. Any employee approved for remote work or telecommuting is obligated to perform the essential job duties and responsibilities of the employee’s position.

A remote work agreement must be in writing, and signed by the employee, their immediate supervisor, and be approved by the Superintendent. The agreement must specify the number of days and hours worked each week. During working hours, the employee shall be accessible by phone and email within a reasonable time period during the agreed upon work schedule based on Alaska Standard Time. The ~~d~~District will not pay for voice and/or data communication charges. The agreement must also state expected in-person times and associated cost responsibilities.

Unless otherwise specified in the written agreement, a remote work employee is responsible for providing office equipment and workspace and is responsible for maintenance and repair of any office equipment. Any district materials in the alternate work site remain the property of the district and must be kept secure and confidential. Any materials containing student records or personnel records must be maintained in a lockable file cabinet or other location that cannot be accessed by any family, guests, or other occupants at the approved alternate worksite.

The district retains the right to inspect remote work site locations for the purpose of determining that the site is secure and safe, and that the employee is performing the essential job duties and responsibilities of the employee's position and complying with the terms of the remote work agreement.

Out-of-pocket expenses for office supplies will not be reimbursed unless the employee obtains prior, written authorization from a supervisor.

The district assumes no liability for injuries occurring in the employee's approved alternate worksite outside the agreed-upon work hours. The district is not liable for loss, destruction, or injury that may occur in or to a remote work employee's alternate work site. This includes family members, visitors, or others that may become injured within or around a remote work employee's alternate work site.

It is the responsibility of a remote work employee to determine any income tax implications of a remote work agreement. The district will not provide tax guidance to remote work employees and does not assume any additional tax liabilities through the approval of a remote work agreement. All employees are encouraged to consult with a qualified tax professional to discuss any potential income tax implications from remote work agreements.

*Adopted:*

**Northwest Arctic Borough School District**



# NORTHWEST ARCTIC BOROUGH SCHOOL DISTRICT

Ambler · Buckland · Deering · Kiana · Kivalina · Kobuk · Kotzebue · Noatak · Noorvik · Selawik · Shungnak  
PO Box 51 · Kotzebue, Alaska 99752 · Phone (907) 442-1800

## Remote Work Agreement Form (RWA)

**New Agreement:**

**Renewal:**

*Note: All remote work requests to work away from a position's official duty require written approval of the department's Director and the Superintendent prior to an RWA. In addition, any remote work request for an employee in a union will require an approved Letter of Agreement (LOA) between the District and the union.*

### Employee Information

**Name:**

**Employee ID:**

**Job Title:**

**Position # (PCN):**

**Department:**

*Supervisors and Employees: Please fit responses into the form fields below by being as concise as possible. If you truly need more space, include a summary response in the respective form field with "see attachment for more detail" and include the additional information on an attachment. One attachment per employee and one attachment per supervisor only, please*

**Reason for Remote Work:**

**Benefits to agency and employee:**

**Position's suitability for remote work as defined in the Remote Work 4119.3/4219.3/4319.3 (Supervisor):**

**Employee's suitability for remote work as defined in the Remote Work 4119.3/4219.3/4319.3 (Supervisor):**

**Remote Work Agreement (Information to be Filled out by the Employee and Supervisor as noted)**

**Main Workplace Address (Employee):**

**Remote Work Address (Employee):**

**Supervisor's Name:** Supervisor's Name.

**Supervisor's Title:** Supervisor's Title.

The employee volunteers to participate in the remote work program and to follow the applicable guidelines per the Remote Work Policy. The District agrees to the employee's participation.

This Agreement is effective from From Date. to To Date. (effective from date is dependent on approval of the agreement by the Superintendent and, if applicable, supervising Director; effective to date is not to exceed one year). The employee may request his/her participation in the remote work agreement be terminated by notifying his/her supervisor in writing. Following receipt of such notice, the District shall arrange for the employee to return to work at the main

workplace within a reasonable time. The District may cancel this Agreement and instruct the employee to resume working at the main workplace at any time.

**Dependent Care:** The employee will continue to make arrangements for dependent care to the same extent as if the employee was working at the main workplace. However, having a dependent at home will not necessarily prohibit an employee remote working. Requests will be reviewed on a case-by-case basis.

**Work Hours:** Standard work hours and location are specified below; they do not reflect any alterations to the standard work hours made outside of this Agreement (example: approved alternate workweek agreement, approved reduced workweek, etc.). All pay, leave and travel entitlement will be based on the employee’s main workplace.

**Note:** Based on necessity of business, the supervisor may require the employee to alternate days and/or report to the main workplace on a scheduled remote working day.

*(Employee to provide information below)*

Work Days	Schedule Start Time	Schedule End Time	Total Hours	Remote Work Hours	Main Workplace Work Hours
Monday	00:00.	00:00.	00:00.	00:00.	00:00.
Tuesday	00:00.	00:00.	00:00.	00:00.	00:00.
Wednesday	00:00.	00:00.	00:00.	00:00.	00:00.
Thursday	00:00.	00:00.	00:00.	00:00.	00:00.
Friday	00:00.	00:00.	00:00.	00:00.	00:00.
Saturday	00:00.	00:00.	00:00.	00:00.	00:00.
Sunday	00:00.	00:00.	00:00.	00:00.	00:00.

**Meal break:** A meal break of one hour will be allowed approximately midway through each shift.

**Leave:** Employees must obtain supervisory approval before taking leave in accordance with established District procedures. The employee agrees to follow established procedures for requesting and obtaining approval of leave.

**Equipment:** The District is not required to provide equipment for the remote work location; however, with the approval of the supervisor, the remote worker may be provided District-owned equipment necessary to perform work assignments.

**District-owned Equipment to be Provided (Employee):**

Equipment	Asset Tag Number	Serial Number
Equipment Type.	Tag Number.	Serial Number.
Equipment Type.	Tag Number.	Serial Number.
Equipment Type.	Tag Number.	Serial Number.
Equipment Type.	Tag Number.	Serial Number.
Equipment Type.	Tag Number.	Serial Number.

## **Personal Equipment to be Used (Employee):**

District provided equipment will be used only by the employee to complete District work. It is not for personal use by the employee or the employee's family members. All use will comply with the NWABSD Acceptable Use policy.

**Maintenance of Equipment:** Equipment provided by the District must be protected against damage and unauthorized use. District-owned equipment will be serviced and maintained by the District. Equipment provided by the employee will be at no cost to the District and will be maintained by the employee. If equipment malfunctions, the employee must notify his/her supervisor immediately. All repairs to District equipment must be conducted at the District Office. The remote working employee is responsible for returning malfunctioning equipment to the District Office for repair. If the malfunction precludes the employee from performing work assignments, the employee will be assigned to a different project or required to return to the main workplace.

**Costs:** The District will not be responsible for operating costs, home maintenance, personal cell/home telephone expenses, Internet fees/rates, or any other incidental costs (e.g., utilities), associated with the use of the employee's residence. The employee does not waive entitlement to reimbursement for authorized expenses incurred while conducting official business for the District.

**Liability:** The District is not responsible for loss, damage, repair, replacement, or wear of personal property or equipment. The employee will be liable for any loss or damage to District property. The District retains the right to inspect the worksite. Generally, no additional equipment will be provided to employees to work at alternative work sites. Any exceptions must be approved by the employee's Director of Human Resources, in consultation with the Technology Department, when appropriate.

The employee shall return all District equipment in good working condition, normal wear and tear excluded. The employee is responsible for notifying their supervisor immediately, within 24 hours of any damage, theft or loss of any issued District property and will be liable for that loss. In the event of theft of the equipment, the employee shall be responsible for reporting the theft to local law enforcement and providing a copy of that report to their direct supervisor.

**Verification of Home Safety:** In signing this Agreement, the employee verifies that the remote work location provides a workspace that is free from safety and fire hazards.

**Work Assignments:** The employee will meet with the supervisor to receive assignments and to review completed work on a regular basis. The employee will complete all assigned work according to procedures mutually agreed upon with the supervisor.

**Evaluation:** The evaluation of the employee's job performance will be based on established standards. Performance must remain satisfactory to remain a remote worker.

### **Employee Approval**

**I agree to abide by this Work Agreement and all requirements of the Remote Work Policy. I understand that remote working is voluntary, and I may stop remote working at any time by giving written notice.**

**I understand that the District has the right to initiate, amend, terminate, or suspend this Agreement at any time. I understand that my supervisor can suspend this Agreement if it is being used to enable child/dependent care. I understand that failure to comply with the provisions of this Agreement and/or the District's Remote Work Policy (AR 4119.3/4219.3/4319.3) may result in termination of this Agreement, and/or other appropriate disciplinary action.**

**I understand that if my position is represented by a union and the remote work location is outside my official duty station that an approved Letter of Agreement (LOA) is required**

**BEFORE I can begin the remote work arrangement. This Agreement is contingent upon a LOA being approved between the District and my union and could result in a change of salary schedule. I understand that if a LOA is not approved this Agreement will be considered cancelled.**

**I understand it is my responsibility, as a remote work employee, to determine any income tax implications of this remote work agreement. I understand that the District will not provide tax guidance to me as a remote work employee and does not assume any additional tax liabilities by approving this remote work agreement. I understand I am encouraged to consult with a qualified tax professional to discuss any potential income tax implications from remote work agreements.**

**I understand that regardless of my work location, as a District employee, I am bound by the high standards set forth in the District Board Policy and the Professional Teaching Practices Commission. By signing below, I confirm that I understand the nature of this Agreement and confirm all statements listed above. I also understand that this Agreement is not finalized until it is approved by my Supervisor, the Superintendent, and the Board.**

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee: Any attachments? Yes  No

**Supervisor Approval**

Has the job/position description been reviewed for accuracy? Yes  No

**My approval certifies that I understand and will ensure compliance with the provisions of the Agreement.**

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Supervisor: Any attachments? Yes  No

**Superintendent Approval**

**Approved:** YES  NO

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

**Board Approval**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

cc: Human Resources

cc: Administrative Services

cc: Technology