

**Manhattan Area Technical College
Institutional Policy and Procedure Manual**

Policy No. 9.1.5

Title: Telecommuting	
Originated By: Vice President of Operations & Chief Information Security Officer	
Signature	Date: 03/18/2020
Reviewed:	
Signature	Date
Approved: James Genandt, President	Revised:

Policy Statement: Telecommuting is a voluntary work alternative (unless specifically stated as a condition of employment) that may be appropriate for certain positions subject to college approval. Manhattan Area Technical College allows telecommuting on an individual case basis. Before a department and an employee may enter into an agreement, a Vice President of the respective area and/or the President must authorize the individual to work from a remote site.

Telecommuting is not an entitlement, nor is it a college wide benefit; it in no way changes the basic terms and conditions of employment with MATC. Employees remain obligated to comply with all policies, practices, and instruction. Failure to comply may result in termination of the telecommuting agreement and/or disciplinary action, up to and including termination of employment.

Procedures:

Overview

1. The telecommuting employee shall be responsible for loss or damage due to gross negligence (see Definitions below) or abuse to MATC property the employee is using at a site off campus.
2. Employees are responsible for protection of MATC information (FERPA, Registrar's Record Management, etc.) in accordance with [MATC Computer Usage Policy 9.1.1](#). No employee, whether telecommuting, as defined by this policy, or otherwise, may access data owned by MATC, including data related to students or employees, or data that may be accessible remotely with MATC logins through public WIFI or hotspot systems. All WIFI networks used for secure access should utilize [up-to-date encryption standards](#). Employees may only access such data if the Chief Information Security Officer has certified that there is sufficient data security in place.
3. Telecommuting employees must use MATC issued devices or approved personally owned devices when fulfilling work obligations.
4. Telecommuting employees shall be responsible for following MATC policies and their supervisor's directives for work hours. Employees may be subject to disciplinary action for inaccurately reporting work hours worked remotely.
5. When accessing MATC data from an outside network, employees must use an approved means of secure access including secure VPN and/or <https://remote.matc.net>.
6. Telecommuting employees must comply with all Federal, State, Local and/or College policies, regulations, and procedures that would apply as though the employee were working on campus as normal.

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Eligibility Criteria

An employee interested in telecommuting must meet the following eligibility criteria:

1. Must have a job function that can be performed at a remote site without diminishing the quality of work or disrupting the productivity of an office;
2. Must have a demonstrated ability to work well with minimal supervision;
3. Must have a thorough knowledge and understanding of the job tasks and operations for which they are responsible;
4. Must have a history of reliable and responsible accomplishment of work duties; and
5. Must have demonstrated an ability to independently establish priorities and manage time.

Approval

1. Employees who wish to telecommute must obtain approval from their supervisor, as well as the Chief Information Security Officer, who certifies whether data is reasonably secured. The CISO may specify conditions to the approval, including, but not limited to, assignment of hardware. The employee's request must be approved by the appropriate Vice President and/or the President. The approved document serves as a telecommuting agreement between the College and the employee.
2. The Office of Human Resources will maintain records of all telecommuting agreements.
3. A telecommuting agreement may remain in effect for the duration of employment in the position identified in the agreement, unless terminated in accordance with the procedures described. A new agreement must be completed if an employee changes positions.

Employment Relationship

All forms of telecommuting imply an employee/employer relationship, with the employee receiving the same benefits and having the same responsibilities as a non-telecommuting employee. Employee benefits, including leave time, holidays, compensation, etc., are not affected by an employee's telecommuting. The telecommuting agreement does not constitute an employment contract and does not create a property interest in employment.

Scheduling

1. The specific schedule for the telecommuting employee will be determined by the employee and the supervisor, and recorded in the telecommuting agreement. The telecommuting employee must be available for contact during scheduled work time as if the employee were working on campus. Contact may include telephone, network access, or email. The employee and supervisor will agree on how to appropriately maintain effective and responsive communication.
2. The operational needs of MATC take precedence over telecommuting agreements. A telecommuting employee must come into the office as directed by their supervisor if needed during regular scheduled work hours. A supervisor may allow for flexibility in scheduling the days of the week used for telecommuting, and for week to week flexibility to meet the changing needs of the College.

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Termination of Participation

1. MATC may terminate the telecommuting agreement for cause.
2. When the telecommuting agreement is terminated, the employee must immediately return to MATC all equipment, software, supplies, notes, data, reports, records, reference material, and any other College owned property in the employee's possession or control.
3. MATC will not be held responsible for costs, damages, or losses associated with the termination of the telecommuting agreement.

Definitions

Gross Negligence - a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable harm to property.