

## **AR 4180/4280/4380 RESIDENCY AND REMOTE WORK**

### **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 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 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 district will not pay for voice and/or data communication charges.

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: October 14, 2025

**Nome Public Schools**