

Hybrid Work Program

Overview:

Keck Graduate Institute (KGI) is a community-based institution. Our mission is best achieved when students learn and collaborate inside and outside the classroom, and students, faculty, and staff learn, teach, and work together and support each other as an on-campus community. Time with one another and our students, corporate partners, donors, visitors, and other constituents helps build a sense of belonging and community.

KGI is committed to fostering and maintaining close ties with our on-campus community while promoting and enhancing a healthy work culture. We understand that flexibility and support may be provided in different ways, including, but not limited to, voluntary hybrid work, while ensuring departments are open and staffed for business and that we can continue providing excellent on-site support where needed and expected by our students, faculty, and staff who live, teach, and work on campus.

KGI supports a voluntary hybrid work program to meet the Institute's needs and provide flexibility to our employees. A hybrid work arrangement will differ for different employees/departments/divisions depending on the job/position, nature of the work performed, operational needs, impact on the department or Institute, employee performance, as well as analyzing risk factors associated with hybrid work for the position.

Important Note: Requests for a hybrid work arrangement due to a disability or medically related reason are managed only through the reasonable accommodation process and not through the hybrid work program. If an employee requests a hybrid work arrangement due to a disability or medically related reason, this request should be immediately referred to Human Resources at HR@kgi.edu.

Definition:

Hybrid work is defined as a voluntary work alternative arrangement combining hybrid work and in-office work benefits. Employees are allowed to work from home a set number of days per week. They are required to be in the office for the remainder through a written agreement and as approved by the Cabinet-Level Administrator and human Resources.

Eligibility:

The opportunity for the voluntary Hybrid Work Program is at management's discretion, and numerous factors must be considered, including the job/position, nature of the work performed, operational needs, impact on the department or institute, and employee performance.

Certain positions lend themselves to something other than hybrid work due to the nature of the job duties. Specifically, those employees whose job responsibilities, in whole or in part, necessitate a physical presence on campus because they are predominantly front-facing, supervisors, and/or support the day-to-day activities of students, faculty, and staff will be required to work on campus. The positions and departments not eligible to participate in this program are the president's cabinet, laboratory-based research staff, facilities, and information technology staff.

This program does not apply to faculty or student employees. Work schedules for these groups will be determined by immediate management based on courses taught or supported.

On their most recent performance evaluation, employees must have received an overall rating of consistently fulfills expectations, or its equivalent. Employees with an overall rating below consistently fulfills expectations, or its equivalent, on their most recent performance evaluation may not be eligible to participate in KGI's Hybrid Work Program. These occurrences will be reviewed by the Cabinet-level Administrator and Human Resources. **Newly hired employees would be eligible after one month or longer, depending on their position or the departmental needs as determined by the supervisor.**

Hybrid work is usually reserved for employees in exempt positions. However, a nonexempt employee may request approval to participate in the voluntary Hybrid Work Program. If approved by their supervisor and Cabinet-level Administrator, the employee understands that they continue to be responsible for accurately recording daily work hours, start and stop times for meal periods, and otherwise comply with KGI policies regarding employment and work hours, such as rest breaks and overtime.

The opportunity to participate in the Hybrid Work Program is offered only with the understanding that it is the employee's responsibility to ensure a safe and proper work environment.

The Hybrid Work Program is not a substitute for dependent care or personal medical care. Dependent care arrangements should be made to not place dependents at risk of a lack of appropriate care or interfere with the employee's ability to perform work; personal disruptions such as non-business telephone calls and visitors are kept to a minimum.

KGI retains the right, at its sole discretion, to determine if a position is appropriate for hybrid work and whether to approve an employee's request or continue a hybrid work agreement. The Hybrid Work Program is not an entitlement, and the decision to grant an employee's request or continue a hybrid work agreement is determined and approved on a case-by-case basis. Prior approval for a hybrid work agreement provided to an employee does not guarantee that future requests will be approved. There are no rights for appeal, grievance, or any other process to challenge the decision. Employees may participate in the Hybrid Work Program through mutual agreement between the employee, supervisor, Cabinet-level Administrator, and Human Resources.

Hybrid Work Program Guidelines

KGI has established the following guidelines to ensure an effective and productive Hybrid Work Program;

1. **Work Standards for the Hybrid Work Program.** Employees who are authorized to perform hybrid work at off-site locations must meet the same standards and professionalism expected of KGI employees at on-site work locations regarding job responsibilities, work products, work hours, and customer and public contact.
2. **Positions Suitable for the Hybrid Work Program.** Hybrid work is only suitable for some departments, employees, and/or positions. Employee job responsibilities must be of a nature in which face-to-face interaction with students, faculty, staff, or the public is minimal or may be scheduled to permit hybrid work.
3. **Approval Process for the Hybrid Work Program.** Employees are not entitled to the Hybrid Work Program. The Institute must approve any hybrid work agreement as provided below. Employees who want to participate in the Hybrid Work Program must submit a written request to their supervisor, who will



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forward the request to the Cabinet-level Administrator. The Cabinet-level Administrator will consider all relevant factors about the request, including but not limited to the factors stated in paragraph 2 above, including the job/position, nature of the work performed, operational needs, impact on the department, employee performance, as well as analyzing risk factors associated with hybrid work for the position, and shall make a recommendation to Human Resources for final approval.

4. **Hybrid Work Agreement.** Once the employee's written request is approved, the employee shall sign a hybrid work agreement, including the specific conditions relating to the permission to hybrid work. The hybrid work agreement must be executed by the employee and their supervisor and approved by their Cabinet-level Administrator and Human Resources. Once finalized, a copy of the hybrid work agreement will be forwarded to Human Resources for review before implementation. A copy of the hybrid work agreement will be placed in the employee's personnel folder.
5. **Job Responsibilities.** The employee will continue to perform all job responsibilities during the hybrid work agreement. The employee will meet or communicate with their supervisor to receive assignments, review work progress, and complete work at predetermined intervals and, more often, as the supervisor directs. The supervisor shall formulate objectives, expected results, and evaluation procedures for work completed while the employee is participating in the Hybrid Work Program. The employee shall promptly notify their supervisor when unable to perform work assignments due to equipment failure or other unforeseen circumstances. The employee may then be asked to return to campus to complete assignments.
6. **Schedule and Accessibility.** Employees are expected to maintain a presence using agreed-upon technology (Microsoft Outlook, Microsoft Teams, Zoom, etc.) and to be available to their appropriate administrator, faculty, staff, students, and others with similar response times as if on campus and during the employee's regular work schedule, as specified in the hybrid work agreement. The employee shall maintain a consistent schedule of work hours and days on campus to ensure regular and predictable contact during regular business hours. Hybrid work days will be at most two days per week (An employee's hybrid work days may not include both Monday and Friday), depending on the position's function, department, or division. Hybrid work days must be approved by the employee's supervisor and Cabinet-level Administrator and stated in the hybrid work agreement. Exceptions will be made when an employee's presence is required for a function or activity that cannot be rescheduled. Employees will remain flexible with their supervisor and working arrangements when department/campus functions require their attendance. If the employee's hybrid work day falls on a day when they are required to be on campus (during their regularly scheduled working hours) to attend a department/campus function, this will be treated as a regular work day with the expectation the employee will work their regularly scheduled hours on campus and an alternate hybrid work day in the same week may be occasionally granted by the supervisor. If, however, the employee's hybrid work day consistently falls on days when they are required to be on campus for department or campus functions, the supervisor may change the employee's hybrid work schedule in the hybrid work agreement.
7. **Employee's Responsibility, Equipment, and Designated Workspace.** KGI will provide the employee with a laptop (To be assigned and checked out through IT) to ensure data security. The employee agrees to abide by the licensing regulations and restrictions for all software under license to KGI. Since KGI cannot safeguard off-site locations, employees should take reasonable steps to secure KGI equipment and may be responsible for replacing it, depending on the circumstances. As included in the agreement, all conditions included on the Hybrid Work Program Home Safety Checklist should be met and checked off and are the employee's sole responsibility. The employee should review this checklist with their supervisor and must sign it before starting hybrid work. The employee shall designate an off-site



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workspace that is quiet, free of distractions, clean, professional, and safe, with adequate lighting and ventilation.

8. **Equipment and Office Supplies.** The Institute will not reimburse employees for the expense of equipment or supplies that they are provided from their regular on-site work location.
9. **Emergency Business Needs.** Participation in the Hybrid Work Program is voluntary, except under emergency conditions where workspace issues or other problems prohibit the employee's job from being performed while physically at the Institution. When the Institution determines emergency business conditions exist, employees will be notified as soon as practicably possible.
10. **Termination of Hybrid Work Agreements.** The employee and the Cabinet-level Administrator may terminate the hybrid work agreement at any time for any reason, with or without notice. The Cabinet-level Administrator will review hybrid work agreements periodically and annually to ensure eligibility requirements.
11. **Compliance with Institute Policies.** Employees shall comply with all applicable policies and procedures of the Institute and within the employee's department.
12. **Indemnity Waiver.** KGI does not assume responsibility for any private property used, lost, or damaged as a result of participating in the Hybrid Work Program. KGI is also not responsible for reimbursing the employee for wear and/or repair.
13. **Right to Inspect and Off-Site Maintenance Costs.** Since the employee's home or satellite workspace is an extension of the Institute's workspace, KGI's ability to handle job-related accidents will continue to exist during the approved hybrid work agreement and in the employee's designated work location. Workers' Compensation law and rules will apply. The employee is responsible for ensuring that safe working conditions exist. Consequently, the employee shall agree in the hybrid work agreement that if a work-related injury occurs, they will notify their supervisor and/or Human Resources immediately. KGI shall have the right to make on-site inspections of the workspace, including the home workspace, with advance written notice or at other mutually agreed-upon times.
14. **Technical Support.** Employees on a hybrid work agreement who need help desk support will be required to bring KGI-owned equipment to campus if necessary.
15. **Restricted-Access Materials.** Employees shall not copy, place on another computer, or delete restricted-access materials that are at the Institute's on-site work location or accessed through the computer.
16. **Information Security.** Employees shall protect the Institute's information from unauthorized disclosure or damage and will comply with Federal, State, and KGI standards, policies, and procedures regarding disclosure of public and official records. Work done at the employee's off-site workplace is official institutional business. All records, documents, and correspondence (either on paper or in electronic form) must be safeguarded and returned to KGI at the conclusion of the hybrid work agreement or upon request by the employee's supervisor or Cabinet-level Administrator.
17. **Benefits and Leave Requests are Unchanged.** The employee's salary and benefits shall not change due to participation in the Hybrid Work Program. Employees on a hybrid work agreement are not entitled to reimbursement for travel mileage to and from campus. Requirements and the procedure for requests for sick or vacation time off and leave shall not change due to participating in the Hybrid Work Program.
18. **No Dependent or Medical Care.** The Hybrid Work Program is not a substitute for dependent care, medical leave, or caring for an ill family member. Employees must make arrangements for dependent care during the agreed-upon work hours.
19. **Overtime.** A non-exempt employee shall only work overtime with prior written approval from their supervisor. If the employee works overtime that has been approved in advance, compensation or

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Administrator: Human Resources

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compensatory time off will be provided per eligibility guidelines and applicable laws, and policies. An employee's failure to obtain prior approval for overtime work may result in discontinuing the hybrid work agreement and/or disciplinary action.

20. **Hybrid Work Program.** The Hybrid Work Program is subject to regular review by KGI and may be altered or terminated at any time at KGI's sole discretion.



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Hybrid Work Program Agreement

Employee Name: _____

Title: _____

Exempt: _____

Non-Exempt: _____

Length of Agreement (shall not exceed more than one year): _____ to: _____

The employee and the Cabinet-level Administrator may terminate the hybrid work agreement at any time for any reason, with or without notice. The Cabinet-level Administrator will review hybrid work agreements periodically and annually to ensure eligibility requirements.

Employees authorized to perform work at off-site work locations must meet the same standards and professionalism as are expected of KGI employees at on-site work locations regarding job responsibilities, work hours, work products, and customer and public contact. The employee also agrees to abide by all applicable policies and procedures of the Institute or within the employee's department.

The parties agree that the Employee shall work **on-site** on the following days: _____

The parties agree that the Employee shall work **off-site** (Excluding both Monday and Friday) on the following days: _____

On-site and off-site work days may occasionally alternate based on departmental needs, as determined by the supervisor and Cabinet-level Administrator.

The employee hereby releases KGI from liability for the use of offsite workspace or physical conditions associated with the workplace. KGI is not responsible for operating costs, home maintenance, property, or other incidental expenses associated with the Hybrid Work Agreement.

Unless as stated otherwise above, this agreement expires one year from the implementation date and must be renewed to continue participation in KGI's Hybrid Work Program. The employee has read, understood, and agreed to comply with the terms as described in the Hybrid Work Program and Guidelines.

Signed and Agreed by:		
_____ Employee Name	_____ Employee Signature	_____ Date
_____ Supervisor Name	_____ Supervisor Signature	_____ Date
Reviewed by:		
Approved: _____	Not Approved: _____	
_____ Cabinet-Level Administrator Name	_____ Cabinet-Level Administrator Signature	_____ Date
_____ Human Resources Name	_____ Human Resources Signature	_____ Date

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Hybrid Work Program: Home Safety Checklist

The employee is responsible for ensuring a clean, safe, and sound home/off-site workplace as a condition for hybrid work. All of the conditions below should be met and checked off. The employee should review this checklist with their supervisor and must sign it before the start of the Hybrid Work Program:

Alternative Worksite Physical and Ergonomic Conditions	
<input type="checkbox"/>	The employee agrees to maintain a clearly defined clean, well-ventilated workspace, free from distractions and loud noises, and in ergonomically sound condition.
<input type="checkbox"/>	The work area is adequately illuminated with lighting.
<input type="checkbox"/>	Storage is organized to minimize risks of fire and spontaneous combustion.
<input type="checkbox"/>	All extension cords have grounding conductors.
<input type="checkbox"/>	Exposed or frayed wiring and cords are repaired or replaced immediately upon detection.
<input type="checkbox"/>	Electrical enclosures (switches, outlets, receptacles, and junction boxes) have tight-fitting covers or plates.
<input type="checkbox"/>	Desk, chair, computer, and all other equipment used for hybrid work are of appropriate design and arranged to eliminate strain on all parts of the body.
<input type="checkbox"/>	A user-friendly workstation and other resources for easy reference are ready at the alternative work site.

By checking each box and signing below, I certify that all safety conditions are met:

Employee Name: _____ Date: _____

Signature: _____