

**Montana University System  
Remote Work Agreement**

This agreement, effective (date) \_\_\_\_\_, confirms the Remote Work Arrangement (RWA) for \_\_\_\_\_ (employee), \_\_\_\_\_ (job title) in the Department of \_\_\_\_\_.

Remote Work Location (address): \_\_\_\_\_

By signing this agreement, the employee agrees to abide by its terms and applicable Montana University System (MUS), university, and department policies and procedures, which include but are not limited to those for:

- work hours, accessibility, and job performance;
- use of and responsibility for university-owned equipment and resources;
- establishing a workspace;
- safety and ergonomics;
- work-related injuries;
- confidentiality of information and data;
- intellectual property; and
- revocability of the agreement.

It is further agreed that:

1. Terms of Employment. This agreement is not a contract of employment and does not provide any contractual rights to continued employment. It does not alter or supersede the terms of an existing employment relationship. The employee remains obligated to comply with all university rules, policies, practices, and instructions that would apply if the employee were working at the regular university worksite. Work products the employee develops or produces while working remotely remain solely the property of the university.

Work hours, compensation and leave scheduling while working remotely must conform to applicable human resource policies and/or collective bargaining agreements. The employee's supervisor must approve requests to work overtime or use accrued leave in the same manner as when the employee works at the regular university worksite.

The employee's remote work schedule will be as follows (e.g., two days working in the office and three days working at designated remote work location):

\_\_\_\_\_

\_\_\_\_\_

2. Length of Commitment & Reversibility. This remote work agreement shall become effective as of the date written above. Continuation of the agreement is subject to departmental determination that it remains effective and is meeting the department's business and productivity requirements. The agreement may be revoked at the option of the employer.
3. Job Description/Duties, Accountability and Performance Measurement. The job description, detailing the employee's job duties, remote work assignment, performance and communications expectations and work schedule, must be attached and is incorporated into this agreement. The employee agrees to stay current on department and work group events, and to facilitate communication with co-workers, students, and/or members of the public who may need to interact with the employee while working remotely. The employee also agrees to keep the supervisor informed of progress on assignments worked on at the alternate work site and any problems encountered while working remotely. The employee agrees to attend required meetings as designated by the supervisor. The evaluation of the employee's job performance will be based on established responsibilities stated in the job description.
4. Communication. Communication between the employee and their supervisor will be handled as followed:

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5. Remote Work Site Safety and Ergonomics. The employee and the employer agree to work together to ensure that the alternate worksite is safe and ergonomically suitable. The employee's supervisor may make on-site visits to the employee's remote work site, at a mutually agreed upon time, to ensure that the designated workspace is safe and free from hazards and to maintain, prepare, inspect, or retrieve university-owned equipment, software, data supplies, and furniture. The employee will be covered by workers' compensation for job-related injuries that occur in the course and scope of employment while working remotely. The employee remains liable for injuries to third parties and/or members of the employee's family on the employee's premises.
6. Equipment, Equipment Insurance, Office Supplies. University-owned resources may only be used for university business. The employee is responsible for ensuring that all items are properly used. The employee agrees to take reasonable steps to protect any university property from theft, damage, or misuse. This includes maintaining data security and record confidentiality to at least the same standard as when working at the regular university worksite. The employee will comply with all licensing agreements for the installation and use of university-owned software, including software installation on multiple computers. The employee will not copy university-owned software in any manner unless such copying is expressly permitted by the licensing agreement. Depending on the circumstances, the employee may be responsible for any damage to or loss of university property. When the employee uses personal equipment, software, data, supplies, and furniture, the employee is responsible for maintenance and repair of these items unless other arrangements have been made in advance and in writing with the supervisor. The university assumes no responsibility for any damage to, wear of, or loss of the employee's personal property. The employee agrees to return in good working order and in a timely fashion all university-owned items used at the alternate work site upon request or if the remote work agreement is discontinued for any reason.

The university has supplied me with the following equipment: \_\_\_\_\_

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Personal equipment that will be used to perform work duties: \_\_\_\_\_

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7. Remote Work Outside of Montana. Remote Work Arrangements outside of Montana require additional considerations and approval. An RWA outside of Montana is subject to approval by a campus Vice President or Vice Chancellor (or Associated Dean in the case of Great Falls or Helena colleges) in consultation with the campus chief human resources officer. Issues raised with remote work locations outside of Montana include, but are not limited to, worker's compensation, labor laws, tax issues, unemployment insurance, payroll, and state registration.
8. Signature. Signing this agreement means that it has been reviewed and agreed upon by the employee, supervisor, and other signatories (if required).

Employee's signature	Date
Supervisor's signature	Date
Department head's signature (if required)	Date
Vice President or Vice Chancellor (if required)	Date