



Remote Work Agreement

Remote Work Agreement

This agreement establishes the terms and conditions of participation in a remote work arrangement. This document is intended to ensure that both the supervisor and the employee have a clear and shared understanding of the employee's remote work arrangement and university expectations.

A. Definitions

Remote Work Arrangement – any work arrangement where an employee performs work on a regularly scheduled basis at a pre-designated and approved Remote Work Site.

Michigan State University (MSU) Work Site – is any university designated facility, or a university owned, leased, or operated facility.

Remote Work Site – the location at which the employee designates or identifies, and which will be the primary work site when not working at the MSU work site.

B. Parties and Duration of Remote Work Agreement

This is a work agreement between Michigan State University (MSU) and the employee listed. The employee voluntarily agrees to participate in this remote work arrangement and to follow applicable [guidelines and policies](#). The terms of this agreement do not constitute a benefit or entitlement and is subject to the university's policies and work rules – the agreement is voluntarily agreed to by the supervisor and employee (and subject to additional approvals for those requesting to [work outside the state of Michigan](#) and unit-specific approvals, if any).

Department:	Employee Name:
Agreement Start Date:	Agreement End Date (1 year recommended):

This agreement is valid for the time indicated above or until canceled by either party with at least 30 days advance notice or upon shorter notice in any event where the terms of this agreement are violated or the operational needs of the department or university change. Employees who transfer to other departments will need to complete a new RWA. It is recommended that this agreement be reviewed at the employee's Annual Review.

C. Remote Work Plan

The employee understands the job duties, how work will be reviewed and how supervision will be provided. The supervisor has provided specific expectations by the employee's supervisor related to remote work, including availability, schedule, etc.

D. Employee Remote Work Site

It is imperative for the university to know the employee's primary remote work site for both legal and compliance purposes. It is the employee's responsibility and obligation to maintain their approved remote work site in accordance with this agreement and will not change their primary remote work site without prior approval. Any change to a primary remote work site will require a new/updated agreement to be completed, approved, and signed by the supervisor and the employee.



Remote Work Agreement

It is the employee's responsibility and obligation to promptly update their W-4 tax withholding information in EBS and to notify the [Payroll Office](#) if their remote work site is outside of Michigan for both legal and compliance purposes.

The employee is responsible for providing a suitable and professional work area where conversations will not be overheard, and where any documents or other materials can be used and maintained in a confidential manner.

Enter the employee remote work site information below.

Address:		City:	
State:	Country:	ZIP Code:	Telephone #:

An employee may not hold in-person work meetings with students, co-workers, or others conducting business with the university at a remote employee's home.

If the employee is requesting to work outside the State of Michigan the employee and supervisor must seek the appropriate approval(s); see [Outside of Michigan Policy](#); all terms of that policy, including required approvals, apply.

E. Terms and Conditions of Employment

Terms and conditions of employment, including pay, benefits, leaves, hours, and other terms, do not change upon entering this agreement. Employees must continue to follow all university policies, agreements, practices, and procedures. Employees may be subject to discipline, up to and including termination of employment, for failure to comply with those policies, agreements, practices, and procedures and/or for violating the terms of this Remote Work Agreement.

Onsite Work Presence: There may be times outside of what is regularly scheduled, and at the unit/supervisor's discretion, or when the operational needs of the university or department require the employee's presence at an MSU Work Site.

F. Equipment

The supervisor and employee will agree upon the equipment to be used while working remotely so the employee can perform work assignments. Remote work arrangements do not typically result in the duplication of office equipment. With the approval of the supervisor, the employee may be provided with university-owned equipment to use while working remotely. The employee is responsible for keeping accurate records of equipment they have taken to a remote work site and to share that information with their supervisor and/or unit IT personnel as directed. MSU assumes no responsibility for repair, maintenance or replacement of personally owned equipment used for remote work. Equipment provided by MSU will be serviced and maintained, including assuming associated costs, by MSU. Where damage or service arising out of negligence or unauthorized use may occur, equipment will be serviced by MSU at the cost of the employee. Employees working remotely will be responsible



Remote Work Agreement

for returning all equipment to campus for service and maintenance unless alternative arrangements acceptable to the university are made. All equipment provided by MSU must be used only for performing MSU-related work.

Describe MSU property being used at the remote work location:

G. Costs

Unless otherwise specifically provided in this agreement, the employee is responsible for all expenses related to remote work including, but not limited to, internet connectivity, cell phone usage, office furniture, and commuting. Employees will request supplies through the university following the same process used while working on the MSU worksite. Employees working remotely will be responsible for acquiring, maintaining, and assuming the cost of reliable internet connectivity that meets all job-related duties, including desired methods of communication as directed by the unit/supervisor.

Describe any specific costs the unit/department will cover for the employee related to remote work:

H. Performance

The evaluation of the employee's job performance is based on established standards through the annual review process and does not change based on work location.

I. Time Worked

Employees working remotely who are entitled to overtime under the Fair Labor Standards Act or union contract will be required to accurately record all hours worked per the applicable policy (i.e., the [Support Staff Overtime and Time Tracking Policy](#)).

J. Information Security

The employee must comply with the MSU [Institutional Data Policy](#) and apply any other safeguards that are designated by MSU to protect information from unauthorized disclosure or damage. Institutional data must not be stored on an employee's personal computer/device. All records, papers, and correspondence must be safeguarded for their return to the office.

K. Liability

MSU will not be liable for damages to the remote work site resulting from participation in this agreement. In signing this agreement, the employee agrees to hold the university harmless from and against all claims, excluding workers' compensation claims, arising from the employee's participation in the remote work arrangement.



Remote Work Agreement

Tax Liability: The tax consequences of remote work are the employee's responsibility, and the employee agrees to indemnify and hold MSU harmless from any tax consequences or liabilities associated with this remote work arrangement. Employees are encouraged to seek professional advice in this area.

L. Work-Related Injuries

The employee is responsible for reporting work-related injuries that occur at the remote work location to their supervisor at the earliest possible opportunity, in compliance with university policies.

M. Verification of Remote Work Location Safety

In signing this agreement, the employee verifies that the remote work site provides workspace that is always safe and secure.

N. University Policies

A remote work arrangement does not alter an employee's work relationship with the university, nor does it relieve an employee from the obligation to observe all applicable university rules, policies, and procedures.

The parties have read and understand this agreement and agree to the duties, obligations, responsibilities, and conditions described within. The Agreement does not alter or supersede the terms of the existing employment relationship. The employee understands that MSU may modify or discontinue the Remote Work Policy, the Remote Work – Outside of Michigan Policy, and/or this agreement at any time with 30 days' notice or shorter notice. This agreement replaces and supersedes all prior telecommuting or remote work agreements and/or arrangements. The employment relationship between MSU and the employee shall be governed by the laws of the state of Michigan and this agreement shall be construed under the laws of the state of Michigan.

Employee Name:

Employee Signature:

Date:

Supervisor Name:

Supervisor Signature:

Date:

Additional approvals required if any remote location listed in this agreement is outside of the State of Michigan: https://hr.msu.edu/remote_work/documents/RWA-Dean-VP-MAU-Authorized-Signatory-Template.pdf

Approvals – outside of Michigan:

Approval – Supervisor

Approval – Dean/VP