



Remote Work Terms and Conditions Agreement

This form serves as an agreement between the below named employee and Montgomery College and is effective from _____ to _____.

Employee Name: _____ Job Title: _____

Department/Division: _____ Supervisor: _____

Campus/Work Location _____ MC ID: _____

The terms and conditions of this agreement are in accordance with Montgomery College's [Flexible Work Arrangements policy and procedures \(32500CP\)](#) and entail the following:

Location and Schedule

The above-named employee agrees to work remotely from the following alternate (remote) work location as their **main worksite (MWS)**:

Address: _____

Phone: _____ Fax: _____

Email Address: _____

The employees assigned work schedule will be:

Days:

Hours:

The employee agrees to be available during the above assigned work schedule (days and hours) by telephone, email, and/or other communication and collaboration technologies. Additionally, the employee agrees to either forward their College office phone to their remote phone line or check College voicemail for messages at least once every two hours.

The employee's (self-initiated) schedule changes must be discussed and approved in advance by their supervisor. The employee agrees to seek advance approval from their supervisor to change the terms of the above agreed work schedule or for use of sick leave, annual leave,

professional meeting leave, or any other leave of absence. Any overtime must be approved in advance by their supervisor.

The College may pay or reimburse the employee for expenses incurred for approved job-related travel, subject to the College's policies, procedures, and business processes. All job-related travel must be approved by the employee's supervisor in advance.

While working remotely, the employee remains responsible for all insurance, utility, telephone, internet connections, and related costs at their MWS.

Benefits and Payroll

- The employee understands and accepts that their benefit and insurance options and eligibility may be affected and or limited as a result of remote work. It's their responsibility to contact the College's benefits office regarding potential benefit implications of this agreement.
- The employee understands and accepts responsibility for any potential tax consequences related to acceptance of this remote work arrangement. It's their responsibility to contact the College's payroll office to discuss possible tax implications of this agreement. Additionally, the employee should consult their tax advisor with respect to tax consequences.
- If the employee's MWS is outside of Maryland, they **must** contact and speak with a benefit and payroll representative from the College before they begin remote working. Additionally, it's their responsibility to contact and notify the payroll office and Flexible Work Arrangement Coordinator if they move to a different state than listed above.

Equipment

- The employee is responsible for maintaining and repairing employee-owned equipment used at their MWS at their personal expense and on their personal time. They are responsible for paying all expenses related to using equipment such as utilities expenses at their MWS.
- If the College provides equipment for home use, the employee agrees to provide a secure location for the equipment and will not use such equipment for purposes other than College business. Use of College equipment or access to the College's network by others is prohibited. The College is responsible for maintaining, repairing, and replacing College-owned equipment issued to remote workers. All equipment, records, and materials provided by the College shall remain College property. In the event of equipment malfunction, the employee must notify their supervisor immediately.

Information Technology and Security

- The employee and their supervisor shall determine the minimum equipment and software necessary for remote work. In determining which equipment (if any) shall be provided by the College, the employee's supervisor may consult with the College's IT department as to the appropriateness and availability. Any equipment provided by the College must be properly inventoried. This Agreement must be kept updated if equipment is returned or if new equipment is assigned. The employee must return any College property upon request.
- The employee will adhere to all College policies and procedures, including those related to the use of information technology and data security. The employee will implement sound information security practices at their MWS, and will immediately confer with their supervisor should any security matters arise.
- The employee is required to have the appropriate technology and security measures in place to perform the work as outlined in the flexible work arrangement agreement. In addition, the employee must have access to the College e-mail system and any College systems and applications necessary to perform the employee's job responsibilities.

Information Technology Security Agreement

- When working from their approved alternate (remote) work location the employee will follow all procedures outlined in the College's [Confidential Data Management and Security Policy \(66002\)](#), which is expressly incorporated by reference into, and made a part of, this Agreement. The employee must ensure that the College's Information Resources, including electronic data sets, are protected from theft, unauthorized destruction, use, modification, or disclosure as deemed necessary by policy 66002.

In addition, by signing this agreement you affirm that you will comply with the following:

- College data on disk, hardcopy, or on portable devices is protected from theft, loss, or unauthorized access during transit and at the remote work location.
- Approved firewalls and anti-virus software are on all computers used at the remote work location and are updated daily with current definitions or set to update automatically.
- Computers used at your remote work location have an operating system currently supported by the computer's manufacturer and patching is set to update automatically.

- Computing equipment used to process, review, edit, or access College data – including personally-owned tablets and mobile devices – are password protected.
- Flash drives or other portable drives are scanned for viruses before being used for uploading or downloading data.
- Sensitive information in hardcopy form is returned to the office or shredded.
- Assignments completed at the remote work location are backed-up according to College procedures.
- The College's network will only be accessed from the approved remote work location unless approved in advance by supervisor.
- I will adhere to the College's procedures in the handling of public records, and Personally Identifiable Information (PII).
- I will limit personal use of College equipment and follow the College's guidelines pertaining to limited personal use of College-Provided Internet, Intranet, and Electronic Mail Services.

Work Space Safety

- If the employee incurs a work-related injury while working, they must notify their supervisor immediately and complete all necessary and/or management-request documents regarding the injury. Worker's Compensation does not cover accidents to family members or other third parties at the remote work location.
- The employee affirms that their remote work location is a suitable place to work and that to the best of their knowledge it is free from conditions that could pose a hazard to the health and safety of the employee or any College equipment. **Remote workers must complete and attach a copy of the Work Site Safety Checklist with this agreement.**

Certification Statements

- Remote work is not a substitute for child/adult day care. If applicable, the employee agrees to make regular dependent care arrangements while remote working. The employee cannot operate a business or work for another employer during remote work hours.
- Remote work is a privilege and is not a guarantee of employment. Management retains the right to abbreviate or terminate this agreement in totality due to changes in work demands, office staffing, or other operational needs. Management retains the right to

modify or terminate this agreement if the performance of your duties decline and/or are deemed less than satisfactory.

I have read the requirements outlined in this Remote Work Terms and Conditions agreement. By signing this agreement, I acknowledge that I understand, and agree to adhere to the terms and conditions set forth in this Agreement and I affirm that I will comply with the College's [Flexible Work Arrangements policy and procedures \(32500CP\)](#).

Employee

Date

Immediate Supervisor Signature

Date

Title

Next Level Supervisor Signature

Date

Title