**Minnesota State University, Mankato Study Program Off-Campus**

**Employment Agreement**

This agreement is entered into between Minnesota State University, Mankato (hereafter called Institution) and \_\_\_\_­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter called Employer) for purpose of providing work to student eligible to participate in the Federal or Minnesota State Work-Study Program (hereafter called Program).

1. All terms used in this Agreement shall be interpreted in accordance with any definitions contained in Federal Regulations under 34 CFR 675, Minnesota Statutes 136A.231B136A.233, and Agency Rules 4830.2000B4830.2600 governing the State Work-Study Program.

1. The Institution maintains the exclusive right to control and direct this Program. The Institution Shall:
2. Establish appropriate policies with respect to project and Employer eligibility and set forth these policies in writing.
3. Determine the total number of students to be employed by the Employer at any given time.
4. Approve the rate of pay each student will receive and supply the total number of hours per week each student may work for the Employer.
5. Establish specific starting and ending dates for a student’s term of employment and set forth any standard under which that term of employment may be terminated.
6. Determine the amount of the work award for each student and set forth this amount as the maximum gross earnings limit for a student’s term of employment.
7. The Employer certifies that it is a public or private organization eligible to participate in this Program and that the work performed by the students under this Program shall:
8. Not result in the displacement of the Employer’s employed workers or impair the existing contacts for services; and
9. Be governed by such conditions of employment as will be appropriate and reasonable in light of such factors as type of work performed, geographical location, and educational level and proficiency of the student and any applicable federal, state or local legislation; and
10. Not involve the construction, operation, or maintained of so much of any facility as it is to be used or is used for sectarian instruction or as a place of religious worship; and
11. Not involve any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election for public party office; and
12. Not involve any lobbying on the federal, state, or local level; and
13. Not be primarily for the benefit of the membership of a limited membership organization (such as a credit union or fraternal order) other than public; and
14. Not represent a conflict of interest for any of the parties to this agreement or the federal or state government or any of their political sub-divisions; and
15. Not be work for which the political support, affiliation, or affinity of the student is prerequisite or consideration for employment; and
16. Not be work to be performed for an elected official other than as a part of the regular administration of federal, state, or local government.
17. It is agreed that the Employer shall:
18. Provide orientation to the student with respect to hours of duty, place of duties, working conditions, briefing on safety, standards of conduct and a familiarization with the Employer’s procedures. Such orientation shall be designed to aid the student in adjusting to the job situation.
19. Provide the student with an explanation of his or her duties, performance requirements in terms of quality, quantity, methods and priorities, and the necessary basic corrective and progressive training.
20. Provide on-site supervision of the employment activities of the students. Students employed by public K-12 schools performing meaningful activities that directly assist students in K-12 in meeting graduation requirements shall work under direct supervision at all times.
21. Maintain time records for each student and complete the student’s payroll time sheets. The timesheets are to be kept by Employer for a period of seven (7) years. Every two weeks, the Employer must submit the students’ timesheets via etime to the Student Payroll Office. The Employer will then complete the pay roster, noting off the timesheet how many hours the student(s) worked during the pay period, and have the student(s) and the student(s)’ supervisors electronically sign the pay roster. No compensation can be paid to a student without properly authenticated pay rosters.
22. Not permit any student to perform work or any project under this Program for more than twenty (20) hours in any week.
23. Students shall not begin work until the first day of the Academic Year, or Summer Term, if working in summer. Students are not permitted to work beyond the last day of the term for which they are enrolled. Students working for Employer during Fall Semester may work over winter break if they will be attending at least half-time the following Spring Semester. The end-date specified by the Institution as the ending date of the student’s term of employment and the student’s gross earnings limit will be stated on the work authorization form. The Employer shall assume responsibility for payment of compensation to students for hours worked beyond these limits.
24. Students will be made available to the Employer by the Institution for performance of specific work assignments. Students may be removed from work on a particular assignment or from the Employer by the Institution, either on its own initiative or at the request of the Employer.

The Employer agrees that no student shall be denied work or subjected to different treatment under this Agreement on the basis of race, national origin, religion, sex, age or disability, etc. and that it will comply with the provisions of the Civil Right Act of 1964 and Amendments, the Regulations of the Department of health, Education and Welfare which implement that act, and the Minnesota Human Right Act.

1. The Employer shall be deemed the employer for all purpose of this Agreement. The Employer has the right to control and direct the services of the student, not only as to the results to be accomplished, but also as to the means by which the result is to be accomplished. The Institution shall be limited to determining that the students meet the eligibility requirements for employment under either the Federal or Minnesota State Work-Study Programs, and to determine that the students do perform their work in fact.
2. The Employer agrees to pay the Institution an amount calculated to cover the Employer share which is 25% of the student’s gross earnings for students employed under this agreement. The Employer will billed by the Institution for the Employer’s share, if applicable, on a monthly basis. Failure by the Employer to pay its share of the compensation to the Institution within fourteen (14) days of billing may result in the cancellation of this Agreement.
3. All payments due as an employer’s contribution under any applicable laws shall be made directly by the Employer and the Employer shall furnish to the Institution evidence of such payments if requested to do so.
4. The Employer shall furnish to the Institution for each payroll period, for review and retention, time reports indicating period of work, name of student, rate per hour, total hours worked during the pay period, the actual number of hours worked on a specific date, the starting and ending times, including an indication of AM or PM, and the supervisor’s certification as to the accuracy of hours reported and of satisfactory performance on the part of the student.
5. Compensation of students for work performed under this Agreement will be disbursed by the Institution.
6. Since Federal and State resources are primary sources of funding for this program, the Institution reserves the right to terminate a student’s position in the event that available funds have been depleted. The Institution will give the Employer an option of retaining the student worker in the event that either (a) the Employer is willing to pay the student worker’s full wages or (b) the student is willing to volunteer his or her time for the Employer. Verbal notification to the Employer by the Institution, with a follow-up written confirmation that the funds have been depleted, shall serve as termination of the student’s position, as of the date of the verbal notice.
7. The Work-Study Referral/Salary Authorization presented to the Employer shall contain specifics of the provisions set forth in Paragraph 2 of this Agreement.
8. This Agreement may be canceled at any time by mutual consent of both parties or by written notice of thirty (30) days by either party.
9. The Employer agrees that Students employed in internship positions in the for-profit sector shall perform duties directly related to their field of study. The direct relationship shall be documented within the job description.
10. The Employer agrees that it will be responsible for any negligent acts of the Work-Study student that occurs while the student is performing duties under this Program. The Employer further agrees that it will hold the Institution harmless for any damage to the Employer’s property caused by Work-Study students while the student is performing duties under this Program.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency Official Date Director Date

Financial Aid and Scholarships

Minnesota State University, Mankato

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vice-President Date

Student Affairs and Enrollment Management

Minnesota State University, Mankato