**Minnesota State Work Study Program**

**­Off-Campus Employment Agreement**

This agreement is entered into between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter called Institution)

and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter called Employer) for

the purpose of providing work to students eligible to participate in the Minnesota State Work-Study Program (hereafter called Program).

I. All terms used in this Agreement shall be interpreted in accordance with any definitions contained in Minnesota Statutes 136A.231136A.233, and Agency Rules 4830.20004830.2600 governing the State Work-Study Program.

II. The Institution maintains the exclusive right to control and direct this Program. The Institution Shall:

1. Establish appropriate policies with respect to project and Employer eligibility and set forth these policies in writing.

2. Determine the total number of students to be employed by the Employer at any given time.

3. 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.

4. 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.

5. 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.

III. The Employer certifies that it is a public/or private (circle one) organization eligible to participate in this Program and that the work performed by the students under this Program shall:

1. Not result in the displacement of the Employers em­ployed workers or impair the existing contracts for services; and

2. 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

3. Not involve the construction, operation, or maintenance 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

4. 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

5. Not involve any lobbying on the federal, state, or local level; and

6. 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

7. 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

8. Not be work for which the political support, affiliation, or affinity of the student is a prerequisite or consideration for employment; and

9. 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.

IV. It is agreed that the Employer shall:

1. 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 Employers procedures. Such orientation shall be designed to aid the student in adjusting to the job situation.

2. 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.

3. 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.

4. Maintain time records for each student and complete the student's payroll time sheets. The time sheets are to be sent to the Institution by payroll due dates established by the Institution. No compensation can be paid to a student without properly authenticated payroll time sheets.

5. Not permit any student to perform work or any project under this Program for more than 40 hours in any week. The Employer shall assume responsibility for payment of compensation to students for hours worked in excess of such maximum limitations. Student eligibility for State Work-Study funds will be reduced by such excess earnings.

6. Not permit any student to work beyond the date specified by the Institution as the ending date of the student's term of employment or exceed his or her gross earnings limit. The Employer shall assume responsibility for payment of compensation to students for hours worked beyond these limits.

V. 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 handicap, and that it will comply with the provisions of the Civil Rights Act of 1964 and Amendments, the Regulations of the Department of health, Education and Welfare which implement that act, and the Minnesota Human Rights Act.

VI. The Employer shall be deemed the employer for all purposes of this Agreement, except for the purposes of employer compliance with federal social security laws and worker's compensation laws for which purposes the Institution shall be deemed the employer. 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 the State Work-Study Program, and to determine that the students do perform their work in fact.

VII. The Employer agrees to pay the Institution an amount calculated to cover the Employer share which is 25% of the students gross earnings for students employed under this agreement. Failure by the Employer to pay its share of the compensation to the Institution within 60 days of billing may result in the cancellation of this Agreement.

VIII. All payments due as an employer's contribution under any applicable laws (except payments under the Federal Social Security Laws) shall be made directly by the Employer, and the Employer shall furnish to the institution evidence of such payments as requested to do so.

IX. 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 the hours reported and of satisfactory performance on the part of the student.

X. Compensation of students for work performed under this Agreement will be disbursed by the Institution.

XI. Since State resources are the primary source of funding for this program, the Institution reserves the right to terminate a students 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 workers 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 students position, as of the date of the verbal notice.

XII. The Work-Study Referral/Salary Authorization presented to the Employer shall contain specifics of the provisions set forth in Paragraph II of this Agreement.

XIII. 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.

XIV. 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.

**Institution** **Employer**

Signature, Supervisor, Work Study Program Signature, Employer Supervisor

**Name and Address of College:** Title of Supervisor

Name of Employer

Street

City State Zip

( )

Phone

Date Date

**State Work-Study Referral/**

**Salary Authorization**

Student Name

Student I.D. No. Social Security Number

The above named student is certified as eligible for employment under the terms of the State Work Study Program.

I hereby certify that said institution will provide 75% of the applic­ant's compensation as provided by agreement, and that the applicant has been informed of her/his obligations and limita­tions under the State Work-Study Program.

The rate of compensation the above student may receive will be determined by the employer and must comply with federal and state minimum wage laws. The students period of employment shall be from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. 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.

Gross amount of funds which the above-named student is approved to earn within the specified time period:  $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Suggested maximum number of hours per week: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Financial Aid Officer Date

If you decide to hire this student, please complete the boxed in section below. Send the completed form to:

(**Keep a copy for your records.**) If the student qualifies and if we have remaining funds through this program we will type an employment contract for the student and your agency. If you do not hire the student return the form to the student without completing the section below.

Employers Name Immediate Supervisor Phone

Supervisors Work Address Students Exact Start Date Proposed Hourly Rate of Pay

Supervisors Signature Students Job Title Date

**Job Description Form**

**State Work Study Program**

**Instructions**: Complete both sides of this form. Return it to the Financial Aid Office at:

**Section 1.**

Employer

Address/Building

City/State/Zip Code

Employer Telephone No.

Supervisor(s): Name

Last First

Telephone No.

Name

Last First

Telephone No.

**Section 2. Job Description**

Job Title

**List Duties and Qualifications.** (If the student is employed in an internship position in the for-profit sector, the employer must also describe the direct relationship between the internship position and the students field of study.)

(over)

**Section 3. Skill Level Determination**

You must check one box in each of the following sections which best describes the position.

**Accountability (Decision Making)**

Assigned tasks done as specified.

Assigned tasks done with minimal decisions.

Judgements made.

Interpretations made.

Must be responsible for work performed by others.

**Confidentiality**

Does not work with any confidential information.

Some work confidential.

Handles confidential information much of the time.

**Consequence of Error**

Limited to department, easily correctable.

Correctable, impact reaches beyond work unit or department.

Severe, correction difficult and/or impossible.

**Knowledge/Experience**

No previous experience required.

Easily acquired skills, minimal training.

Previous skills required and training necessary.

Complex, must have specialized skills, minimum training necessary.

Complex, highly technical, must have specialized skills, no training necessary.

**Nature of Work**

Being there, time to study on the job.

Routine tasks or duties.

Beyond routine, but must follow set, defined procedures.

None of the above, work is more complex.

**Supervision of Others**

Never.

Sharing knowledge with fellow workers (helping).

Teaches tasks, procedures.

Supervises others.

Assigns tasks to others.

**Supervision Required**

All (most) work reviewed.

Works independently less than 50% of the time.

Works independently more than 50% of the time.

Little or no supervision.

**Scope of Work (Contact with Others)**

Limited to co-workers.

Reaches to other departments.

Campus (or Agency) wide.

Beyond the campus (or Agency).

**Does this position require**

Research.

Computer Programming.

Teaching of others (Instructor).

Graduate Student.

None of the above.