

**MSU BILLINGS
COMMUNITY SERVICE WORK-STUDY
CONTRACT**

This Contract is entered into between Montana State University Billings, hereinafter known as the "Institution," and _____, hereinafter known as the "Organization," a [Federal/State/local public agency, or private nonprofit organization] (circle one), for the purpose of providing community service work to students eligible for the Federal Work Study program (FWS). This Contract shall supersede any and all prior contracts between the Institution and the Organization regarding the operation of a work-study program under the provisions of the College Work-Study Program.

The Institution is considered the employer for purposes of this Contract. It has the ultimate right to control and direct the services of the students for the Organization. It also has the responsibility to determine whether the students do in fact perform their work (through collection of signed timesheets, periodic visits, and evaluations). The Organization's right is limited to direction of the details and means by which the result is to be accomplished.

The Organization certifies that it is a public/private (circle one) community service agency that is eligible to participate in this program; and that in accordance with requirements of this federal program, work to be performed under this Contract must be in the public interest, and:

- (1) Will not result in the displacement of employed workers or impair existing contracts;
- (2) Shall be consistent with the purposes and requirements of Title IV of the Higher Education Act of 1965;
- (3) Will not involve the construction, operation, or maintenance of any facility that is used or is to be used for sectarian instruction or as a place of religious worship; and
- (4) Will not involve any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election for public or party office; and
- (5) Will not be primarily for the benefit of the members of a limited membership organization such as a credit union, a fraternal or religious order, or a cooperative; and
- (6) Will, where possible, be related to each individual student's educational objectives and background.

Further, it is agreed that the Organization shall:

- (1) Provide orientation to the student with regard to hours of duty, place of duty, working conditions, and briefing on safety, standards of conduct and a familiarization with Organization procedures; and
- (2) Provide the student with an explanation of his duties, performance requirements in terms of quality, quantity, methods and priorities, and the necessary basic corrective and progressive training; and
- (3) Provide reasonable on-site supervision of the employment activities of the student and permit occasional inspection and audit by the Institution; and
- (4) Complete and maintain the time and attendance records provided by the Institution and submit such reports as required by the Institution; and
- (5) Pay 25% of the student's wage plus Workers' Compensation (.63% of the total wage). (FWS funds pay 100% of student's wage for the America Reads Program and MSUB pays the Workers' Compensation).
- (6) Not allow any student's earning to exceed the amount of the student's award as determined by the Institution. If the Organization permits a student to earn monies in excess of the amount for which student is eligible, the Organization shall pay all of student's earnings in excess of student's eligibility.

Students will be made available to the Organization by the Institution to perform specific work assignments. Students may be removed from work on a particular assignment or from the Organization by the Institution, either on its own initiative or at the request of the Organization. The Organization agrees that no student will be denied work or subjected to different treatment under this Contract on the grounds of race, color, national origin, age or sex. It further agrees that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252), Title IX of the Education Amendments of 1972 (Pub. L. 92-318), the Rehabilitation Act of 1973, the Age Discrimination Act and the regulations of the Department of Education

which implement those Acts.

The MSU-Billings Financial Services Office will issue paychecks to the students and will bill the Organization bi-weekly for the Organization's match, Workers' Compensation, and FICA, if applicable. Compensation of students for work performed under this Contract will be disbursed by the Institution on the same schedule as all other student employees.

Work Study Authorizations must be completed and signed by a representative of the Organization and returned to the Financial Aid Office **before** the student begins working, and the Organization must set forth-

- (1) Description of the work to be performed by student under this Contract;
- (2) The hourly rate of pay (suggested rates of pay available upon request), and
- (3) The average number of hours per week the student will work.

The student's on-site supervisor and the fund controller must sign the timesheet certifying the accuracy of the hours reported. It is the student's responsibility to turn in the time sheet to the University Financial Aid Office bi-weekly at the designated time for payroll processing. Time sheets submitted after the times posted will result in a delay of payment until the next payroll period. Faxed timesheets are not accepted.

IN WITNESS WHEREOF, the parties hereto execute this Contract. This Contract may be terminated at any time by mutual agreement or upon 30 days written notice by either party to the other. If not terminated, it will automatically renew itself as of July 1 each year for the ensuing fiscal year beginning on that date.

ORGANIZATION

INSTITUTION

(Agency Name)

Montana State University Billings

By: _____
(Signature) (Date)

By: _____
(Signature) (Date)

(Print Name and Title)

Lisa A. Wallace Employment Svcs. Coord.
(Print Name and Title)

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Revised June 2008