This Contract is entered into between Montana State University Billings, hereinafter "Institution," and [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 FWS program under the provisions of the FWS 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 reasonable on-site supervision of the employment activities of the student, assure safety of the student and permit occasional inspection and audit by the Institution; and

3. Complete and maintain the time and attendance records provided by the Institution and submit such reports as required by the Institution; and

4. Pay to MSU Billings 30% of the student’s wages. In addition to the payment of the Organization’s share of wages, the Organization will pay, by way of reimbursement to the Institution, an amount equal to any and all payments required to be made by the Institution under State or local workers’ compensation laws (currently 0.55%), or under Federal or State social security laws, or under any other applicable laws, for students participating in projects under this agreement.

FWS funds pay 100% of a student’s wage for qualified tutoring programs, and MSU Billings pays all employment costs mentioned above in item #5.

5. Not allow any student to earn an amount in excess of the student’s award as determined by the Institution. If the Organization permits a student to earn monies in excess of the student’s award, the Organization shall pay all of student’s earnings in excess of student’s award.

6. Abide by the terms and conditions of participation found on the following site: [msubillings.edu/careers/PDF/WorkComp_Oct2013_6credits.pdf]

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 in Employment 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, the employment costs, 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 (minimum is prevailing State or Federal minimum wage, whichever is higher; maximum is $10.00/hour), and
3. The average number of hours per week the student will work (not to exceed 20 hours per week).

The student's on-site supervisor and/or the fund controller must sign the timesheet certifying the accuracy of the hours reported. It is the Organization's responsibility to ensure that time sheets are delivered to the University Payroll 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

(Agency Name)

By:
(Signature)                                (Date)
(Print Name and Title)

(Address)

(City, State and Zip)

(Phone)

(Fax)

(Email address)

INSTITUTION

Montana State University Billings

By:
(Signature)                                (Date)
Terrie Iverson
Vice Chancellor Admin. Services
(Print Name and Title)

1500 University Drive Attn: Career Services
(Address)
Billings, MT  59101
(City, State and Zip)

Contact Person for questions:
Career Services

(Phone)
(406)657-2168
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(Email address)

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