

LF092700-07

SOUTH DAKOTA SCHOOL OF MINES & TECHNOLOGY501 EAST ST. JOSEPH STREET
RAPID CITY, SD 57701**FEDERAL WORK-STUDY
TERMS OF AGREEMENT**

This agreement, effective this _____ day of _____, 19____, is entered into between South Dakota School of Mines & Technology, hereinafter called the Institution, and

The City of Rapid City
hereinafter called the Organization, for the purpose of enabling qualified students to participate in the Federal Work-Study Program, hereinafter called the Program, under the Higher Education Act of 1965, and any amendments thereto, through employment offered by the Organization under the terms stipulated hereinafter.

By entering into this Agreement, the Organization will receive the benefit of the service of the student(s) employed and the Institution will benefit by expanding its abilities to enroll needy students as a result of the funds which such student will receive through this Program.

FIRST: This agreement 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.

SECOND: All terms used herein shall be interpreted in accordance with any definitions thereof contained in the Federal statutes and regulations (34, Code of Federal Regulations, Part 675) governing the Federal Work-Study Program, and this Agreement, in its entirety, shall be construed so as to effectuate the purpose of that Program.

THIRD: This Agreement shall supersede any and all prior agreements between the Institution and Organization regarding the operation of a work-study program under the provisions of the Program.

FOURTH: This agreement may be amended only by addendum hereto executed by authorized officials of both the Institution and the Organization.

FIFTH: The organization does certify that it is a public private nonprofit organization (check the applicable category for your agency) eligible to participate in this Program and that the work performed by students participating in this Program:

- 1) will be work for which the Organization's funds are available and,
- 2) will not result in the displacement of the Organization's employed workers or impair its existing contracts for service and,
- 3) will 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,

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- 4) will not involve the construction, operation, or maintenance of any facility as is used or is to be used for sectarian instruction or as a place of religious worship and,
- 5) will not involve any partisan or non-partisan political activity associated with a candidate, or contending faction or group, in an election for public or party office and
- 6) will not involve any lobbying on the Federal level and,
- 7) will not be performed for an elected official other than as part of the regular administration of Federal, State, or Local governments and,
- 8) will be work in the public interest and not primarily for the benefit of the members of a limited membership organization, rather than the public and,
- 9) will, where possible, be related to each individual student's educational objectives and background and,
- 10) will not solicit, accept, or permit to be solicited from a student or a student's parents or spouse, any fee, commission, contribution, or gift as a condition for the student's FWS employment and,
- 11) will not accept voluntary services from any paid employee as according to the Fair Labor Standards Act of 1939. Any student employed in FWS must be paid for all hours worked.

SIXTH: It is agreed that the Organization shall:

- 1) Provide orientation to the student with regard to hours of duty, place of duties, working conditions, briefing on safety, standards of conduct and a familiarization with Organization procedures. Such orientation shall be designed to aid the student in adjusting to the job situation.
- 2) Provide the student with an explanation of her/his 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.
- 4) Establish and maintain such time card records and submit such records as required by the Institution.
- 5) Not permit any student to perform work on any project under this Program for **more than 40 hours** in any one week. The Organization shall assume responsibility for payment of compensation to students for hours worked in excess of such maximum limitations.
- 6) Transportation for students to and from their work assignments will be provided by the Organization at its own expense and in a manner acceptable to the Institution if the job location is other than the Organization's main office.

SEVENTH: Students will be made available to the Organization in a manner prescribed by the Institution for performance of specified 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. Subject to this provision, the Organization may remove a student from employment without the concurrence of the Institution. The Organization agrees that no student will be denied work or subjected to different treatment under this Agreement on the grounds of race, color, national origin, or sex and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352: 78 Stat. 252) and Title IX of the Education Amendments of 1972 (P.L. 92-318) and the Federal Regulations which implement those Acts. A student's political support or affiliation will not be a consideration or prerequisite for employment.

EIGHTH: The Organization shall be deemed the employer for purposes of this Agreement. It has the right to control and direct the services of the student, not only as to the result 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 Federal Work-Study Program, to assigning students to work for the Organization and to disburse the appropriate payroll amounts to them.

NINTH: Compensation for work performed under this Agreement will be paid to the students by the Institution.

- 1) All payments due as employer's contributions under Federal Social Security Laws or under other applicable laws will be made by the Institution and charged to the Organization.
- 2) At regular intervals the Institution will bill the Organization for their **twenty-five (25%) matching** share of the wages paid and/or anticipated to be paid to the employees assigned to them, along with the Organization's Social Security contributions.
- 3) The Organization will be responsible for providing Workman's Compensation Coverage for students assigned to them.

TENTH: The Institution shall have the right to control and direct this Program in accordance with Institutional and Federal Regulations. It shall establish appropriate policies with respect to such matters as the total number of students to be employed, the hourly rate of pay, and the total number of hours per week each student will be utilized. This paragraph shall not affect the right of the Organization to control and direct the activities as specified in the Eighth paragraph of this Agreement. The Organization will provide to the Institution a record of the hours worked by each student as attested to by the authorized supervisor. Time cards for this purpose will be provided by the Institution and are to be delivered to the Institution's Financial Aid Office on the 1st day of each month by 10:00 a.m. (If this date occurs on a weekend or holiday, time cards must be delivered on the next work day after that date.)

ELEVENTH: It is understood that the signing of the Terms of Agreement by the parties enable the Organization to commence employment of eligible students as of the date of this Agreement.

SD SCHOOL OF MINES & TECHNOLOGY

Institution

Organization

By

By