STATE OF WASHINGTON WORK STUDY PROGRAM

EMPLOYER CONTRACT

THIS CONTRACT, entered into this _____ day of _____, 20____, by and among the Student Achievement Council, an agency of the state of Washington, hereafter called the "Council," or a public postsecondary institution(s) acting as an instrument of the Council in the placement of students, hereinafter called the "Institution;" and _____, an eligible employer, hereinafter referred to as the "Employer."

WITNESSETH:

WHEREAS, the Council has been appropriated funds from the state of Washington, pursuant to RCW 28B.12, to stimulate and promote part-time educationally-related employment of students who are in need of the income from such employment to pursue courses at institutions of postsecondary education; and

WHEREAS, the Employer is a non-profit organization or a profit-making business entity which does not have a direct association with a controlling sectarian organization; and

WHEREAS, the Council, the Institution, and the Employer desire that certain students engage in work under the State Work Study Program authorized by RCW 28B.12; and

WHEREAS, the Employer is in a position to utilize the services of such students;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree for themselves as follows:

A. Employer Responsibilities: General

To be eligible for and to receive reimbursement, the Employer agrees to:

1. Utilize the services of students referred to it by the Institution(s) who are eligible to participate in the State Work Study Program, who provide documentation of eligibility, and who are qualified and acceptable to the Employer. A detailed job description and the pay range for each position must be set forth on a "Job Description" form, or its equivalent, submitted to and approved by each participating Institution;
2. Comply with all appropriate federal, state, and local laws;
3. Employ students to perform only work which will not:
    a. Result in displacement of regular employees, impair existing contracts for services, or fill positions which are vacant because regular employees are involved in a labor dispute;
    b. Replace positions occupied by regular employees during the current or prior year or any position currently or formerly occupied by Higher Education Personnel classified staff;
    c. Be sectarian-related; or
    d. Involve any partisan or non-partisan political activity;
4. Ensure that the work performed by the State Work Study student will bear relationship to the student's formal academic program and/or career interest;
5. Pay each student an hourly rate which is at least equal to the entry level rate for comparable positions within the employing organization;
6. Pay each student on a per-hour worked basis. The student may not be compensated on a completion-of-project, independent contractor or salaried basis;
7. Supervise in a reasonable manner the work performed by the student(s);
8. Maintain a daily record of the hours worked by each student on a form approved by the Council for that purpose;
9. Regulate the number of hours worked to ensure that no student works more than an average of the 19 hours reimbursable per week over the period of enrollment for which the student has received an award or a maximum of the 40 hours reimbursable per week during vacation periods, unless the Institution has specified that the student work fewer hours per week, in which case the Employer will regulate the hours accordingly;
10. Notify the Institution of any change affecting the student's employment; and
11. Complete the attached Business Profile, and also provide the Institution or the Council, upon request, additional information substantiating its eligibility as an Employer, information on its employee classification/compensation plan, and/or a current financial statement confirming its fiscal solvency.
12. The employer agrees to:
    a. Put in place procedures to safeguard the integrity, confidentiality, and appropriate use of the Council's electronic systems and all data obtained through the Council's electronic systems;
    b. Use the Council's electronic systems only for official business and to take reasonable care to protect all user names, passwords, and any subsequent forms of user authentication from use by unauthorized persons;
    c. Not use any personally identifiable student data obtained from the Council's electronic systems to conduct research or other studies unless express written consent is obtained from the Council's executive director or their representative;

d. Report promptly to the Council any incident or act that would threaten and/or compromise the security or integrity of the Council's electronic systems including any compromise or suspected compromise of passwords; and
e. Take reasonable care to prevent the introduction of any code that could cause harm to the Council's electronic systems or data.

B. Employer Payroll and Reimbursement Responsibilities:

The Employer further agrees to:

1. Pay directly to employed students by check or direct deposit their total compensation less appropriate deductions at least once a month, at a rate of pay at least equal to the entry level salary (starting hourly rate or wage) of comparable positions within the employing organization;
2. Bear the costs of employee benefits, including all payments due as an employer's contribution under the State Worker's Compensation laws or Federal Employment Compensation Act (federal agencies only), federal Social Security laws, state unemployment laws, OSHA regulations, and WISHA (Washington Industrial Safety and Health Act) regulations and other applicable laws;
3. Bear the full cost of any commission, bonus, or other special compensation paid the student in addition to the agreed-upon hourly rate of pay;
4. Claim reimbursement only for wages:
   a. That do not represent hours of work in excess of maximum number of hours subject to reimbursement under this contract;
   b. Certified under oath as paid by check or direct deposit to students certified as eligible by the Institution; and
   c. For hours actually worked by the student.
5. Submit to the Institution's appropriate office a completed timesheet for each student employee hired through the State Work Study Program according to the schedule provided by the Institution. In the event the Institution does not establish a schedule, THE TIMESHEET MUST BE SUBMITTED WITHIN 15 DAYS OF THE END OF THE PAYROLL PERIOD;
6. Submit timesheets for any student(s) who earned compensation or was paid during the month of June to the Institution by the deadline established by the Institution or July 10th, whichever is earlier; and adhere to state labor standards by providing student employee with appropriate rest and meal periods;
7. Waive and forfeit all claims for reimbursement of compensation earned or paid to students but not reported or submitted to the Institution as required under Section B (5) and B (6) of this Contract; and
8. Make available upon request by Council and other state of Washington personnel, its payroll records for students paid under this Contract for audit purposes.

C. By approving and processing Job Descriptions, the Institution(s) agree(s) to:

1. Determine which students meet the eligibility requirements for employment under the State Work Study program in accordance with rules and regulations and guidelines established by the Student Achievement Council;
2. Refer to the Employer only those students eligible for the program who appear to be qualified for employment, after exercising the priorities in placing students in accordance with the rules and regulations by which the State Work Study Program is administered; and
3. Notify the Employer of any student who may become ineligible.

D. The Council agrees to reimburse the Employer for a percentage of the student's total State Work Study financial aid award. Reimbursement will be a percentage of the total payroll paid to students under this Contract as stated on the Job Description form. Reimbursement will be paid monthly upon receipt of the Employer's properly completed State Work Study timesheets, which have been sent to the Institution. Public postsecondary institutions(s) may reimburse the Employer on behalf of the Council. Private postsecondary institution(s) will forward the timesheets to the Council for reimbursement. No reimbursement will be made if such information is received after the calendar deadlines established by this Contract and the Institution(s).

E. All Parties agree:

1. This Contract and Business Profile, in conjunction with the Job Description form approved by a participating institution, constitutes an agreement to participate in the program and to comply with the contract provisions. Each institution has the right to determine from which contracted employers they will post jobs;
2. The total reimbursable payroll shall consist of the hourly rate of compensation paid a student multiplied by the number of reimbursable hours of work performed by a student. The maximum number of reimbursable hours of work may not average more than 19 hours per week over the period of enrollment for which the student has received a State Work Study award or exceed a maximum of 40 hours per week during vacation periods. The Institution may specify that a student work fewer hours per week than the maximum. The number of hours any student may work during any period must be agreed upon prior to commencement of employment;
3. The following priorities must be exercised in the placement of students:
   a. Placement of Washington state residents;
   b. Employment in fields related to the student's academic or vocational pursuits; or
   c. In community service placements or in placements that meet Washington's economic development goals.
4. Complaints by either the employee or Employer regarding lack of compliance with this Contract should be referred to the appropriate office at the Institution for settlement. If resolution cannot be reached, appeal may be made to the Student Achievement Council;
5. This Contract shall be subject to the availability of funds granted for this program. It shall also be subject to the provisions of RCW 28B.12, the regulations adopted thereunder, and all legislation and regulations pertaining to the State Work Study Program adopted subsequently;
6. This Contract may be terminated by the Council or the Employer if there is failure by the other party to comply with its provisions; and
7. This Contract will remain in effect until the end of the academic year, which is June 30 immediately following the effective date of this Contract. Prior to the expiration date and at the discretion of the Council, the contract may be continued for the subsequent academic year. Typically, the renewal letter will be sent out in May. In the case of a first year contract, filed between May and June, the second year renewal is handled automatically by the Council.

Substitute Form **W-9**	**Request for Taxpayer Identification Number and Certification**

Legal Name (as shown on your income tax return):

Business Name, if different from Legal Name above – eg. Doing Business As (DBA) Name:

Check ONLY ONE below (see W-9 Instructions for additional information)

☐ Individual or Sole Proprietor ☐ Partnership	☐ Corporation ☐ S-Corp	☐ LLC filing as Corporation ☐ LLC filing as Partnership ☐ LLC filing as S-Corp	☐ Non Profit Organization ☐ Volunteer ☐ Board /Committee Member	☐ Local Government ☐ State Government ☐ Federal Government (including tribal)	☐ Tax-exempt organization ☐ Exempt payee ☐ Trust/Estate

For Corporation, S-Corp, Partnership or LLC, check one if applicable: ☐ Medical ☐ Attorney/Legal

Physical Address (number, street, and apt. or suite no.)	City, state, and ZIP code

Taxpayer Identification Number (TIN)

Enter your EIN OR SSN (do not enter both)

For individuals, this is your social security number (SSN).

For other entities, it is your employer identification number (EIN).

NOTE: The EIN or SSN must match the Legal Name as reported to the IRS. For a resident alien, sole proprietor, or disregarded entity, or to find out how to get a Taxpayer Identification Number, see the W-9 Instructions. If the account is in more than one name, see the W-9 Instructions for guidelines on whose number to enter.

Certification

Under penalty of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

(For additional information about the W-9 see the W-9 Instructions.)

SIGNATURE of U.S. PERSON:	Date:

Employer Identification Number (EIN)

Mailing Address

Unified Business Identifier (UBI) Number

City, State, and ZIP code

SWV

Statewide Vendor Number (SWV#)

Email Address

Phone Number

Website

Fax Number

IN WITNESS HEREOF, the parties hereto have executed this contract the day and year first above written.

Signed By:

Name of Employer Representative

Signature of Employer Representative

Date

Signed By:

Student Achievement Council/Public Postsecondary Institution

Title

Date

Approved changes by the Attorney General's Office February 20, 2007
Student Achievement Council July 2012

STATE OF WASHINGTON WORK STUDY PROGRAM

EMPLOYER BUSINESS PROFILE

1. Business Name:
2. Employer Identification Number (EIN):
3. Owned/operated by:
4. Describe the nature of business and primary goods or services provided. (Attach annual report or summary publication, if you prefer.)
5. Describe the location where the student will work.
6. Describe composition of Board of Directors/Corporation, if applicable.
7. Number of years in operation:
8. Number of **regular/paid** employees: Full time Part time
9. Number of **volunteers**: Full time Part time
10. Have you ever had a license, certificate, or registration to operate a business, occupation, or profession denied, suspended, or revoked? If so, please explain.
11. Do you currently possess all licenses, certificates, and registrations required by all federal, state, and local laws and ordinances? If not, please explain.
12. Have you ever been a defendant in a consumer protection action? If so, please explain.
13. Have you ever been involved in a labor dispute? If so, please explain.
14. Does your organization participate in any political activity or have a religious affiliation? If so, please explain.
15. Have you experienced any cash flow problems within the past two years that would make it difficult to compensate State Work Study students on a regular basis? If so, please explain.

Name of Employer Representative	**Title**
Signature of Employer Representative	**Date**

Submit the completed Employer Contract and Employer Business Profile to the participating institution(s) you want to partner with. For a complete list of participating institutions, please visit our website at: www.hecb.wa.gov/ProgramAdministration/WorkStudyEmployerInfo.