Contract Number:

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**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**AGREEMENT**

*FOR TEMPORARY SPECIAL ASSIGNMENT OF MINNESOTA STATE PERSONNEL*

This form may ONLY be used for agreements between two or more colleges, universities and the System Office of the Minnesota State Colleges and Universities in accordance with the applicable bargaining agreement(s). This form may NOT be used for agreements with other state agencies, private parties or with the University of Minnesota.

UNLESS ALL SIGNATORIES TO THIS DOCUMENT ARE AUTHORIZED AGENTS OF THE MINNESOTA STATE COLLEGES AND UNIVERSITIES WITH CURRENT AND APPLICABLE “DELEGATION OF AUTHORITY”, THIS AGREEMENT SHALL BE INVALID AND UNENFORCEABLE.

1. **THE PARTIES.** This Intra-Agency Agreement is entered into between:
   1. **Employee Name and SEMA4 ID:** [Name and Employee ID of Shared Employee]
   2. **Home Location:** St. Cloud State University
   3. **Temporary Location:** [ INSERT NAME OF SECOND PARTY INSTITUTION ]
2. **PURPOSE & TERMS OF ASSIGNMENT.** The purpose of this Intra-Agency Agreement is:

# Description of Work Assignment:

* + 1. Work Assignment/Responsibility: [Provide a brief description that aligns with applicable bargaining agreement – reference barg unit, article and subdivision]
    2. Location: [Confirm location of work assignment]
    3. Begin and End Date of work assignment: Start Date – End Date
    4. Work Schedule/Hours: [Confirm hours/work schedule of work assignment]

# Supervisor Contact(s):

* 1. **Home Supervisor**: [First & Last Name]
  2. **Temporary Supervisor**: [First & Last Name]

1. **Time & Leave Reporting:** If applicable, non-exempt employees shall submit their time worked through the Home Location’s Time & Leave Reporting System (the Home and Temporary Location supervisors must confirm prior to final approval.) The *Temporary Location* shall pay applicable compensation for all contractual and/or FLSA hours worked and/or overtime, up to a maximum of the total hours worked at the Temporary Location during the pay week/pay period.

# AMOUNT OF PAYMENT/COMPENSATION.

* 1. **Salary/Rate of Pay:** [$ Amount in accordance with the applicable bargaining agreement]
  2. **Estimated Fringe:** [Estimated $ amount]
  3. **Expenses Covered, if applicable:** [Please note which expenses will be paid by the temporary location, i.e. hotel, mileage, meals, etc.]

**d.** **Total:** Up to [Estimated $ amount]

**NOTE:** This is an estimation. Actual amounts may vary, not to exceed the above noted total. The Home Location will be responsible for processing and making the above noted payments, including processing the respective SEMA4 Employee Expense Report form. Once paid, the Home Location will bill the Temporary Location for transfer of monies incurred in the performance of this intra-agency agreement.

# AGREEMENT ON EMPLOYER’S RESPONSIBILITIES.

* 1. **Discipline.** Should disciplinary action relating to work performed for the Temporary Location be necessary, the discipline process shall be administered by the Home Location supervisor.

**b**. **Unemployment & Worker’s Compensation.** Should the Employee file for Unemployment benefits or incur a Workers’ Compensation (WC) injury/illness during or following the conclusion of this work assignment, the Temporary Location Supervisor must notify the Home Location supervisor within 24 hours of the unemployment notice or WC injury/illness. The Home Location will be responsible for the filings and/or processing of these benefits, and the Temporary Location will be responsible for any proportionate share of benefits paid.

1. **AUTHORIZED SIGNATORIES:** By signing this intra-agency agreement, all parties agree that applicable budget and collective bargaining agreements are being followed. In addition, all parties agree to abide by State and Federal laws/regulations, along with all respective State of Minnesota, Minnesota State, and University/College policies and procedures.

# Verified as to Encumbrance by Temporary Location:

|  |  |
| --- | --- |
| Print Name: |  |
| Signature: |  |
| Date: |  |

**HOME LOCATION:** The below signatures acknowledges that each individual has read this agreement, and that each individual knows and understands the meaning and intent of this agreement and that it adheres to applicable collective bargaining agreement(s) or personnel plans.

IMMEDIATE SUPERVISOR:

|  |  |
| --- | --- |
| Print Name: |  |
| Signature: |  |
| Position Title |  |
| Date: |  |

DIVISION ADMINISTRATOR:

|  |  |
| --- | --- |
| Print Name: |  |
| Signature: |  |
| Position Title: |  |
| Date: |  |

CHIEF HUMAN RESOURCES OFFICER: *(The respective CHRO will forward final signed agreements to the respective signatories, along with Business Services staff responsible for the final invoice and/or payment process.)*

|  |  |
| --- | --- |
| Print Name: |  |
| Signature: |  |
| Date: |  |

**TEMPORARY LOCATION:** The below signatures acknowledges that each individual has read this agreement, and that each individual knows and understands the meaning and intent of this agreement and that it adheres to applicable collective bargaining agreement(s) or personnel plans.

IMMEDIATE SUPERVISOR:

|  |  |
| --- | --- |
| Print Name: |  |
| Signature: |  |
| Position Title |  |
| Date: |  |

DIVISION ADMINISTRATOR:

|  |  |
| --- | --- |
| Print Name: |  |
| Signature: |  |
| Position Title: |  |
| Date: |  |

CHIEF HUMAN RESOURCES OFFICER: (The respective CHRO will forward final signed agreements to the respective signatories, along with Business Services staff responsible for the final invoice and/or payment process.)

|  |  |
| --- | --- |
| Print Name: |  |
| Signature: |  |
| Date: |  |

EMPLOYEE SIGNATURE:

Signature: Date: By my signature above I acknowledge I have been provided a copy of this agreement with all authorized signatories.

COPIES: All signatory parties