INDIANA UNIVERSITY
FEDERAL WORK-STUDY PROGRAM
AGREEMENT WITH PARTICIPATING AGENCY

This Agreement is entered into as of ____/____/____ between The Trustees of Indiana University ("University") and _______________________________________________ ("Agency") for the purposes of providing work to students on the __________ campus of Indiana University who are eligible for the Federal Work-Study ("FWS") program. This Agreement is subject to the availability of federal funds granted to University for the FWS program and to the provisions of legislation and regulations regarding the FWS program that may subsequently be adopted.

All terms herein shall be interpreted in accordance with federal statutes and regulations governing the Federal Work-Study program as authorized under the Higher Education Amendments of 1965, including any subsequent amendments or revisions; and this Agreement, in its entirety, shall be construed so as to achieve the purposes of that program.

This Agreement replaces any and all prior agreements between University and Agency regarding the FWS program and shall be in effect for a period of three years from the Effective Date assigned by the IU Work-Study Coordinator.

I. Characteristics of the Work to Be Performed:

(A) If Agency is a federal, state, or local public agency or a private non-profit organization, work must be in the public interest, which is defined as work performed for the welfare of the nation or community rather than work performed for a particular interest or group.

(B) If Agency is a private for-profit organization, work must be academically relevant to the student's educational objectives and background.

(C) In no event shall the work performed by students:

1. Displace regular employees, impair existing contracts for services, or fill positions which are vacant because regular employees are involved in a labor dispute;
2. Involve any partisan or nonpartisan political activity associated with a faction in an election for public or party office, including any lobbying or political fundraising activity;
3. Involve work for an elected official as a political aide, although work for an elected official in the course of the regular administration of federal, state, or local government may be permitted;
4. Include consideration of the student's political support or party affiliation in the hiring decision; or
5. Involve the construction, operation, or maintenance of any part of a facility used or to be used for sectarian instruction or religious worship.

(D) University recommends that part-time FWS students work an average of up to twenty (20) hours per week while classes are in session and no more than forty (40) hours per week during scheduled University breaks. The twenty hour average is calculated over the period of enrollment for which the student has received an award. In no event will work be scheduled in conflict with a student's scheduled class times.
II. University Responsibilities:

(A) University agrees to establish and monitor the eligibility of student participants in the FWS program and to maintain FWS records and authorizations. University agrees to notify Agency if a student’s FWS eligibility status changes during the course of employment with the Agency.

(B) University agrees that compensation of students for work performed under this Agreement will be paid to the student by the University.

(C) University agrees to refund any portion of an advance payment made by Agency to University that is not used during the course of the year upon request of the Agency or upon nonrenewal of this Agreement. Otherwise, University will retain any excess Agency funds for future use.

(D) University agrees to run a criminal background check for each student employee and will review any negative results from the criminal background check in consultation with the Agency to determine if the placement of the student with the Agency is appropriate.

III. Agency Responsibilities:

(A) Agency agrees to be the employer of the student(s) for the purposes of this agreement, and Agency agrees to accept any and all responsibilities arising out of the employer-employee relationship, except as otherwise specified in this Agreement. Agency will provide coverage for the FWS student(s) under its general liability insurance and worker’s compensation program using the same coverage Agency maintains for any other employee. Agency has the right to select the appropriate FWS students for its available positions and to control and direct the day-to-day services of the students for the Agency, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished.

(B) Agency agrees to furnish to University a percentage of the gross earnings of the student(s) it employs under the FWS program. Agency agrees this payment will be made to the University in advance once an invoice from the University has been received. Agency agrees to pay FICA withholding for a student who is not enrolled at least half-time while employed.

(C) Agency agrees to provide a complete job description for each FWS position and to assure that professional staff members are available to responsibly direct and supervise the student(s). Should any aspect of the job description need to be changed, Agency agrees that such change will not go into effect without approval from the appropriate campus work-study contact person.

(D) Agency agrees to provide proper working conditions for the FWS student(s).

(E) Agency agrees that no student will be denied work or be subjected to different treatment under this Agreement on the grounds of age, color, disability, ethnicity, gender, gender identity, marital status, national origin, race, religion, sexual orientation or veteran status. Agency agrees that it will comply with the provision of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318), and the Regulations of the Department of Education which implements those Acts.

(F) Agency agrees that student work will not begin until receipt of University approval via email or otherwise in writing.
(G) Agency agrees to use University’s online timekeeping system. Agency will require students to record their hours worked in the online system. Agency will monitor and approve student attendance and hours worked each pay period using the online timekeeping system. Agency will only approve hours actually worked, and not lunch breaks, sick days, time spent in transit to the job site, or holidays. University will provide Agency with further instruction for using the online timekeeping system. Agency agrees to comply with the Fair Labor Standards Act and other applicable law regarding wages and hours worked. Agency understands that repeated failure to approve time as required may result in termination of this Agreement.

(H) Each student is assigned a dollar limitation of gross earnings as indicated on the student’s Work-Study Authorization. Agency agrees to be responsible for monitoring student progress toward his or her FWS-eligible award limit and to either transfer student to Agency’s own payroll or to end the employment relationship with the student when the award maximum is reached.

IV. Wages and Compensation:

(A) The wage rate to be paid to students participating in the FWS program shall:

1. Not be less than the federal minimum wage or Indiana University’s minimum wage, whichever is greater;
2. Be computed on an hourly basis for actual time spent working; and
3. Be appropriate and reasonable in terms of the type of work performed, the employee’s proficiency, the geographical region, and any applicable federal, state, or local law.

(B) Any changes to a student’s pay rate will require a new Indiana University Work-Study Appointment that must be completed by the Agency and sent to the appropriate campus work-study contact person.

(C) FWS students must be paid the same amount normally paid to any other person with the same abilities performing the same functions. The student may not be paid a greater or lesser amount because the federal government is paying a percent of the wages. An Agency may never accept voluntary services from a student while the student is employed by the Agency under the FWS program.

(D) Agency will be responsible for furnishing a share of student compensation. The federal share of wages for a student in a qualifying position generally may not exceed 75%, although exceptions may be made for agencies demonstrating financial hardship. The federal share may cover 100% of wages for reading and math tutors, however the agency is always responsible for paying FICA withholding for any student who is not enrolled at least half-time while employed. The federal share for a student working at a for-profit entity cannot exceed 50%.

(E) In certain circumstances, Agency will be responsible for furnishing 100% of student compensation. These circumstances include:

1. All hours worked by a FWS student prior to Agency’s receipt of University approval to begin work, as described in Section III.(F) above;
2. All hours worked by a FWS student in excess of his or her FWS award as described in Section III.(H) above; and
3. All hours worked by a FWS student but not recorded by Agency or reported to University according to the procedures described in Section III.(G) above.
V. General Provisions:

(A) Transportation for FWS student(s) to and from their work assignment will not be provided by either the University or Agency.

(B) Neither the University nor Agency may solicit, accept, or permit soliciting any fee, commission, contribution, or gift as a condition for a student’s FWS employment.

(C) Each Indiana University campus establishes its own procedures for processing FWS authorizations. Agency should follow the instructions provided by the campus making the FWS award.

(D) Agency agrees to indemnify, defend, and hold harmless University, including but not limited to its officers, employees, agents, and assigns, from any and all liability, loss, expense (including reasonable attorney’s fees), for claims of injury or damage arising out of the performance of this Agreement.

(E) This Agreement may be modified or amended only by mutual written consent of University and Agency.

(F) This Agreement may be terminated by either party with appropriate notice. However, University may terminate this Agreement effective immediately upon Agency’s unreasonable non-compliance with FWS rules or regulations, Agency’s violation of the terms of this Agreement, Agency’s unsatisfactory treatment of students, or Agency’s nonpayment of student compensation.

Please Attach: (i) A Job Description for each position. Non-government agencies must also provide (ii) Articles of Incorporation stamped “Approved” under state law. Tax exempt, private non-profit agencies must also provide (iii) proof from the IRS of entity’s tax exempt status.

Accepted and Approved for Agency:

Name of Agency

Street or Mailing Address

City, State, Zip

Phone Number

Email Address of Authorized Representative

Signature of Authorized Representative Date

Accepted and Approved for Campus:

For internal use only: I have assessed this Agency’s eligibility as an FWS partner and certify to the best of my knowledge, all criteria are met for this Agency to employ students from the ____________ campus of Indiana University in the capacity indicated: (check one)

_____ Community Service Work-Study

_____ Academically relevant work for a for-profit entity

Signature of Campus Representative Date

Printed Name and Title of Campus Representative

Accepted and Approved for University:

Signature of IU Official Date

Signature of IU Work-Study Coordinator Date

Effective Date Assigned by IU Work-Study Coordinator (Agreement expires 3 years from effective)