

COMMUNITY SERVICE FEDERAL WORK-STUDY AGREEMENT

This agreement, effective this _____ day of _____, is entered into between The Board of Trustees of Western Michigan University, herein called the “Institution and _____, a _____ whose address is _____, herein called the “Employer.”

Whereas, the institution and the employer desire to enter into an agreement pursuant to Title IV, Part C of the Higher Education Act of 1965 (P.L. 89-329) as amended, and the regulations of the Department of Health Education and Welfare applicable thereto, for the purpose of providing employment and work experience to students eligible to participate in the Federal Work-study Program and to enjoy the mutual benefits arising from said program herein called the “Program.”

It is mutually agreed as follows:

Section 1: The employer hereby agrees to provide employment for student(s) duly certified by the Institution and accepted by the Employer. Schedules to be attached to this Agreement from time to time, bearing the signatures of an authorized official Employer and of the Institution, will set forth the type of work to be performed by students under this Agreement, the total number of students to be employed, the hourly rate of pay, the total number of hours per week the students may work, and the total length of time students are to be employed.

SECTION 2: Students will be referred to the Employer by the Institution for the Employer’s hiring of students for the performance of the specified work assignments. The Employer or the Institution, either on its own initiative or at the request of the Employer, may remove students from the Employer or from work on a particular assignment, provided that the Institution shall continue to reimburse the Employer for a portion of the compensation earned by any duly certified student reimbursable from the Program until such time as it shall inform the Employer in writing of its intention to terminate the participation of such student. The Employer agrees that no student will be denied employment or subjected to different treatment under this Agreement because of race, color, religion, national origin, disability, gender or sexual orientation and that it will comply with provisions of the Civil Rights Act of 1964 (P.L. 88-352) as amended, and the regulations of the Department of Health, Education and Welfare which implemented that Act.

SECTION 3: Transportation for students to and from work will not be provided by the Employer or the Institution.

SECTION 4: The Employer shall disburse the reimbursable compensation for compensation earned by students pursuant to this Agreement, subject to terms of the Program and the following terms and conditions:

- 1) The Institution shall pay to the Employer 75 percent (75%) of the gross hourly compensation payable to each student in accordance with the schedule or schedules attached hereto;

- 2) The Employer shall provide such additional funds as may be necessary for compensation to students under this Agreement, and directly pay such students, in accordance with schedule or schedules;
- 3) Upon receiving time sheets and signed statement by the student that he/she has received payment for hours worked, the Institution shall make its remittance payable to the Employer.
- 4) The Employer shall withhold and remit such taxes and take such other measures as are the responsibility of the employer under applicable federal, state and local laws.

SECTION 5: The Employer will be responsible for the supervision of work performed by students participating in any project under this Agreement, and will make available to the Institution the names and locations of Employers supervisors. The Employer will provide to the Institution a record of the hours worked during each payroll period by each student as certified by an authorized employee of the Employer. To insure compliance with Program requirements, the Employer will permit the Institution, from time to time as it may request, to inspect the premises in which any student is working under this Agreement and it will review with the Institution the working conditions and job requirements of all such students.

SECTION 6: Work to be performed under this Agreement will not result in the displacement of employed workers or impair existing contracts for services; will be governed by such conditions, including compensation, as will be appropriate and reasonable in the light of such factors as the type of work performed, geographical region and proficiency of the employee; and must not involve the construction, operation or maintenance of any facility used, or to be used, for sectarian instruction or as a place of religious worship. Further, no project may involve political activity or work for any political party. Further still, no project may involve activity prohibited by the program.

SECTION 7: Type of work to be performed shall be specified in the "job description" form provided by the hiring Employer, copies of which shall become part of this Agreement.

SECTION 8: Limitations upon maximum working hours are as follows:

- 1) Students employed during periods of non-enrollment, may work up to a maximum of forty (40) hours per week, eight (8) hours per day.
- 2) Students enrolled during periods of enrollment, may work only the number of hours designated by the Office of Student Financial Aid & Scholarships.

Employer shall be solely responsible for all payments due to any person or entity, including the student, arising out of any violation of these limitations upon maximum working hours.

SECTION 9: This Agreement shall supersede any and all prior Agreements between the Institution and the Employer regarding the mutual operation of a Work-Study program under the provision of the Federal Work-study Program.

SECTION 10: This Agreement shall take effect and shall terminate, or upon written notice by the Institution at any time, and may be extended by written of the parties for periods agreed upon by the participants.

SECTION 11: The person(s) executing this Agreement on behalf of the Employer hereby personally warrant(s) to the Institution that he or she is authorized to do so, and that this Agreement is fully enforceable against the Employer. For breach of this warrant, such person(s) shall be personally liable for all damages and collection of costs, including attorney fees.

Date: _____

Authorized Employer Signature: _____

Printed Name: _____

Title: _____

Employer: _____

Date: _____

Authorized Institution Signature: _____

Printed Name: _____

Title: _____

Institution: _____