

## AN EQUAL ACCESS/EQUAL OPPORTUNITY UNIVERSITY

## Work-Study Program Agreement with Participating Agencies

Pursuant to Title IV, Part C, of the Higher Education Act of 1965, Purdue University, hereinafter referred to as the "Institution," and,

(Name of Agency) (Address)

hereinafter referred to as the "Agency," agree to participate in the Work-Study Program under the terms, conditions and provisions hereinafter stated:

- I. The Agency covenants that it qualifies for participation in the Program as a public or private non-profit institution or agency (other than a political party) no part of whose net earnings insures or lawfully may inure, directly or indirectly to the benefit of any private member, shareholder, or other individual.
- II. The Agency agrees that the work to be performed under this agreement by qualified students will conform to the nature of the work delineated in the job description filed with the *Division of Financial Aids* and the work to be performed will be in the public interest and such work will:
  - A. Not result in displacement of employed workers or impair existing contracts for services.
  - B. Be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as the type of work to be performed, geographical region and proficiency of the employee.
  - C. Not involve the construction, operation, or maintenance of so much of any facility as is used or is to be used for sectarian instruction or as a place for religious worship.
  - D. Not involve any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election or party office.
  - E. Not be considered to be in public interest where:
    - 1. It is work for which the political support, affiliation or affinity of the student is a prerequisite or consideration for employment.
    - 2. It is work to be performed for an elected official other than as part of Federal, State, or local government.
    - 3. It is work for a membership organization (such as a credit union, a fraternal order, or a cooperative) which is primarily for the benefit of the members of such organization, rather than the public.
- III. The Agency agrees to provide professional direction and Staff to assure that the work to be performed is responsibly supervised and is consistent with the purposes of the Act, and is in compliance with local, state and federal labor laws and regulations.

IV. The Agency agrees to pay thirty percent (30%) of the gross compensation to be paid to the students which it employs under the Federal Work-Study Program and will receive a bill from the Institution for the contracted period defined in this agreement.

If the student(s) employed is (are) a full-time tutor for preschool age or elementary school children in Math or Reading, the Agency is granted a waiver of the thirty percent match of gross compensation. The funding is 100% provided for by Federal Work-Study funds within the Institution.

- V. It is further agreed and understood that:
  - A. The student shall be an employee of the agency and not of the Institution.
  - B. The workweek shall be from Monday through Sunday of each week.
  - C. The hours worked under this agreement, by any one student in the Program may not exceed the established FWS earnings eligibility. The Agency agrees to be 100% responsible for any wages worked in excess, shall a student exceed the allowable FWS earnings eligibility.
  - D. The Agency assumes complete responsibility for the conduct of its employees under this contract and shall be responsible for public liability and workmen's compensation liability insurance coverage's and unemployment compensation.
  - E. The Agency agrees to submit reports to the Institution, to maintain necessary records, and to follow fiscal procedures as prescribed by the Institution to assure adequate control and administration of the Program.
  - F. No person shall be excluded from participation, denied benefits or be subjected to discrimination on grounds of race, color, religion, sex, nation origin, age, and handicap or veterans status.
  - G. This agreement is subject to regulations set forth in Higher Education Opportunity Act. Public Law 110-315 and any changes thereto.
  - H. The Institution has the responsibility of determining student eligibility under the Program, assigns placement of the student, and may terminate a student's eligibility if he no longer qualifies for the Program.
- VI. This agreement is in effect as of <u>July 1, 2018</u> and valid until <u>May 12, 2019</u>. This agreement may be terminated by either party at any time with fifteen days prior notice in writing, setting the reasons for termination.

/ /	FOR PURDUE USE ONLY
(Name of Agency) (Today's Date)	
	PURDUE UNIVERSITY, FORT WAYNE
	Leah Mau
(Print Name)	Associate Bursar
	Purdue University, Fort Wayne
	Agency SIO#
(Email Address)	Business Partner#