

**NORTHERN MICHIGAN UNIVERSITY
OFF-CAMPUS FEDERAL WORK-STUDY PROGRAM
AGENCY AGREEMENT**

This agreement is entered into between Northern Michigan University, hereinafter known as the “University” and _____, hereinafter known as the “Organization.” The organization shall be a public or private non-profit organization or a governmental agency qualified under the Economic Opportunity Act of 1964 as amended, and its regulations governing the Federal Work-Study program.

This organization is: (check one): A public organization A private, non-profit organization

Please initial on the lines to the right of each item below verifying compliance with Federal Work-Study (FWS) regulations.

- 1) The University shall utilize its facilities to make available to the Organization eligible students for the performance of specific work assignments upon the conditions herein set forth. The University further agrees to use reasonable efforts to provide capable students, but in no event shall be liable for their acts of commission or omission. _____

- 2) The Organization shall be deemed the Employer for purposes of this agreement.
 - a) The Organization agrees to be responsible for providing compensation for the work performed, making any required income tax withholdings, and making all payments due as an employer’s contribution under Local, State, or Federal Worker’s Compensation laws, Social Security laws and any other laws applicable to such employees. _____
 - b) The Organization has the right to control and direct the services of the student(s) for the Organization, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished. The University is limited to determining whether the student(s) meet the eligibility requirements for employment under the Federal Work-Study program, advising students of available work assignments with the Organization, and confirming that the student(s) do perform their work. _____

- 3) On a monthly basis, the University will pay to the Organization an amount calculated to cover the Federal share (75%) of the compensation paid to the student(s) employed under this agreement. Under this arrangement, the Organization will furnish the University with the following:
 - a) A monthly invoice that includes the student’s name, the period of work covered, total hours worked during the period, total gross wages for the period and the amount of reimbursement due (75% of gross wages) to the Organization for the month. _____
 - b) The student’s time sheets for the same period including the name of the student, the student’s hourly wage, the total number of hours worked by the student, and an Organization supervisor’s signature certifying hours worked should be attached to the invoice. _____

- 4) It is agreed that neither the University nor the Organization shall have any obligation either to provide transportation for student(s) to and from their work assignments or compensation in lieu thereof. _____
- 5) It is agreed that the Organization either on its own initiative or at the request of the University shall have the right and power to remove student(s) from the program, and that the students themselves upon reasonable notice shall have the right to terminate employment. _____
- 6) The Organization agrees that the University shall supply students under this agreement subject to the following conditions:
- a) The work is to be performed for a public or private non-profit organization. _____
 - b) No student shall be denied work or be subject to discrimination or different treatment on the basis of race, color, religion, sex, natural origin, age, height, weight, marital status, familial status, handicap/disability, sexual orientation or veteran status, and to this end the Organization agrees that it will comply with the provisions of the Civil Rights Act of 1964 or amendments thereto and Title IX of the Education Amendments of 1972, and the regulations of the Department of Education which implements those Acts. _____
 - c) The Organization will provide for adequate and direct supervision of the work performed by the student(s) and shall provide proper working conditions for the student. It agrees to maintain and make available to the University the names of Organization supervisors authorized to sign student records of hours worked weekly by each student. _____
 - d) No student shall perform work which will result in the displacement of employed workers of the Organization or impair its existing contracts for services, or which will involve political activity or work for any political party, or which involves sectarian instruction or other religious activities of a church, or which involves the construction, operation, or maintenance of so much of any facility as is used, or to be used for sectarian instruction or as much a place of religious worship. _____
 - e) The Organization shall only be reimbursed for up to 20 hours per week for each student employee. This should only include hours worked (no sick time, vacation, etc.).
 - f) The Organization agrees to comply with any and all applicable laws, ordinances, and regulations of any governmental body, whether municipal, state, or federal, with regard to the conduct of its general activities and the performance of any work by students covered under the agreement. _____
 - g) The Organization agrees to indemnify and hold harmless the University and its successors from and against any and all claims for property damage or personal injury that may result directly or indirectly from acts of omissions of the student employees while under the direction, supervision, or control of the Organization. _____
 - h) The Organization agrees to maintain, at all times during the term of this agreement, comprehensive general liability insurance with limits acceptable to the University. Such insurance to include coverage for the students as employees of the organization and Northern Michigan University as additional insured. _____

- i) Student FWS awards will be capped at the per-semester awarded amount. For a typical \$3,000/year award, the semester cap will be \$1,500. _____
- 7) The Organization agrees to complete a Student Appointment Form (provided by the University) for each student, on which the following shall be provided:
 - a) A job description _____
 - b) The hourly rate for the student _____
 - c) The estimated period of employment _____
- 8) The Organization will designate an individual within the Organization to act on behalf of the Organization as an intermediary between the University and the Organization, hereinafter referred to as the "Coordinator." The duties and responsibilities of the Coordinator shall include maintaining student personnel and financial records and ensuring proper supervision of work done by students under this agreement, in addition to carrying out the terms of this agreement. The name, title, address, telephone number, and email address shall be provided on the Coordinator Authorization Form (provided by the University). _____
- 9) The Organization agrees to provide written documentation with this agreement of its status as a) a private non profit organization, or b) a public or nongovernmental agency or c) a component of the Community Action Program, established under Title II of the Economic Opportunity Act of 1964. _____
- 10) The term of this agreement will be from the start of the fall semester (August 23, 2021) to the end of the winter semester (April 30, 2022) with annual renewals thereafter subject to mutual written consent of the University and the Organization. In addition, either party may terminate this agreement at any time by giving (30) days prior written notice of its intention do so. _____
- 11) Terms of this contract are subject to change in accordance with any changes in applicable Federal Work-Study regulations.
- 12) This agreement is the sole Federal Work-Study program agreement between the University and the Organization, and supercedes all prior agreements, written or oral. _____

Organization

By: _____ Date _____

Title: _____

University

By: _____ Date _____

Title: _____