

AGREEMENT WITH AN OFF-CAMPUS AGENCY, PURSUANT TO TITLE I, PART C., OF THE ECONOMIC OPPORTUNITY ACT OF 1964, PUBLIC LAW 88-452, 78 STAT.513, AS AMENDED, TO STIMULATE AND PROMOTE THE PART-TIME EMPLOYMENT OF STUDNETS FORM LOW-INCOME FAMILIES, WHO ARE IN NEED OF THE INCOME FORM SUCH EMPLOYMENT TO PURSUE COURSES OF STUDY AT SUCH INSTITUTION, AND COMMONLY KNOWN AS THE FEDERAL WORK-STUDY PROGRAM.

This Agreement is entered between Saint Louis University, and _____, hereinafter known as the "Agency" for the purpose of providing work to the student eligible to participate in the Federal Work-Study Program. This agency is: (Check those appropriate)

- (1) A component of a Community Action Program established under Title II of the Economic Oppportunity Act of 1964, which project is administered by:

Name and address of administering body

- (2) A public organization, _____ Federal, _____ State, _____ County, _____ City, _____ Town, _____ Other

(Name)

- (3) A private non-profit organization, operated in the public interest.

In return for adequate consideration, the receipt of which is hereby acknowledge, the parties hereto agree as follows:

Schedules to be attached to this Agreement from time to time, bearing the signature of an authorized official of Saint Louis University and of the Agency, will set forth brief descriptions of the work to be performed by students under this Agreement, the total number of hours per week each student will be utilized the hourly wage to be paid each student and the total amount of earning for which each student is eligible. Any or all of

these may be changed from time to time upon written agreement between Saint Louis University and the Agency.

This Agreement further provides that:

- (1) The work is to be performed for a public or private non-profit organization, classified as such by the Internal Revenue Service.
- (2) The work will not result in the in the displacement of employed workers or impair existing contracts for services.
- (3) The work will be governed by such conditions of employment, including compensations, as will be appropriate and reasonable in light of such factors as type of work performed, geographical region and experience of the student.
- (4) The work does 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 place for religious worship. Further, no project may involve political activity or work for any political party, are any other work or practice prohibited by law or that would constitute a violation of Saint Louis University's not for profit status.
- (5) The student will be assigned an hourly wage rate (at least the current minimum wage) which will be appropriate and reasonable in terms of the work performed, his or her proficiency and prevailing wage rates within the community.
- (6) The Agency will provide responsible supervision for the student.
- (7) The Agency will submit bi-weekly the standardized University Federal Work-Study time card to the *INSERT DEPARTMENT NAME* at Saint Louis University as instructed by that office.
- (8) Number of Hours:
 - (a) Although work hours are subject to the prior written approval of Saint Louis University, as a rule, during an academic semester, the Agency should not expect to employ the student more than 15 hours during any week in which there are classes. While the law permits exceptions to the above provided the semester average does not exceed 15 hours per week, Saint Louis University students should not be employed for more than 15 hours a week without prior permission from the Office of Student Financial Services.
 - (b) During the summer vacation and other designated periods, students may be employed up to but not exceeding 40 hours per week. This is not intended to limit the rights of the student or Agency in the matter of employment for additional hours or periods of time for which

compensation is to be paid from sources other than Federal Work-Study funds.

- (9) Students will be paid by Saint Louis University based on the established hourly rate (at least the current minimum wage) and the number of hours worked. The Agency will then be billed by the University for 25% of the student's salary, plus any additional required costs. (This includes but is limited to FICA, Workers' Compensation and other costs that are associated with the student's wages.) Payment is due 30 days after receipt of bill.

Agencies employing students under "America Reads" or "America Counts" will not be billed.

The University will pay 100% of the established wage and all associated costs.

The federal/institutional matching ratio of 75/25% (based on the federal minimum wage with the entire amount of any overage above the federal minimum wage being the responsibility of the department) of the student's compensation for work performed began July, 1993 and will continue at that rate. If there are future modifications in this part of the law, a simple attachment to this Agreement shall be mutually arranged between the University and the Agency.

- (10) The Agency agrees that no student will be denied work or be subjected to different treatment under this Agreement on the grounds of race, color, or national origin, and it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 Stat. 252) and the Regulations of the Department of Education which implement the Act.
- (11) Students will be made available to the Agency by Saint Louis University for performance of specified work assignments by signed authorization only. Authorization must be revised for each academic year and for the summer program.
- (12) Students may be removed from work on a particular assignment or from the Agency by Saint Louis University either on its own initiative or at the request of the Agency.
- (13) Correspondence concerning the conduct of this program, report of hours, etc., should be sent to Saint Louis University, **DEPARTMENT NAME, MAILING ADDRESS**
- (14) Saint Louis University shall be deemed the employer for purposes of this Agreement. It has the ultimate right to control and direct the services of the student for the Agency, and it reserves the right to conduct occasional on-site visits to establish whether the student is engaged in appropriate and acceptable work and whether the terms of the off-campus agreement are being fulfilled. It shall also determine that the students meet the eligibility requirements for

employment under the Federal Work-Study program, assign students to work for the Agency, determine that the students do perform their work in fact, and disburse the appropriate salary to them. The Agency's right shall be limited to direction of the details and means by which the result is to be accomplished.

- (15) The Federal Work-Study program provides for payment on an hourly rate basis. Students **may not** be compensated for such fringe benefits as sick leave, vacation pay, and holiday pay, which are usually part of a salary situation. Agencies should not deny payment to Federal Work-Study students for brief interruptions in their daily schedules, however, such as rests or coffee breaks, if it is the policy and practice to permit these interruptions for its regular employees.
- (16) The University may, at its direction, terminate this Agreement by giving the Agency 30 days written notice.
- (17) The Agency agrees to defend, indemnify, and hold the University harmless from any claims, suits, liabilities, damages and expenses, including attorney's fees, arising out of the acts or omissions of the Agency or its employees and agents in connection with this Agreement.
- (18) This Agreement may not be assigned by the Agency without the University's written approval.

FOR THE AGENCY _____

Name and Title

Address

City, State, Zip

UNIVERSITY DEPARTMENT NAME _____

SIGNATURE OF DEPARTMENT REPRESENTATIVE

FOR SAINT LOUIS UNIVERSITY _____

Cari Wickliffe, Director
Student Financial Services

DATE _____