

**INDIANA UNIVERSITY  
FEDERAL WORK-STUDY PROGRAM  
AGREEMENT WITH PARTICIPATING AGENCY**

This agreement is entered into between Indiana University, hereinafter referred to as the "Institution," and \_\_\_\_\_, hereinafter referred to as the "Agency", for the purpose of providing work to students eligible for the Federal Work-Study (FWS) program.

The Agency affirms that it qualifies for participation in the program as (check one):

A federal, state or local public Agency

A private non-profit Agency (other than a political party) no part of whose net earnings inures, or lawfully may inure, directly or indirectly to the benefit of any private member, shareholder, or other individual. (IF YOU CHECK THAT YOU ARE A PRIVATE NON-PROFIT AGENCY, YOU MUST ATTACH A COPY OF ARTICLES OF INCORPORATION AND APPROVAL UNDER STATE LAW, AND PROOF OF FEDERAL TAX EXEMPT STATUS. IF THE ABOVE DOCUMENTS ARE NOT ATTACHED, THE CONTRACT WILL NOT BE PROCESSED.)

A private for-profit agency.

If public or private non-profit, the Agency affirms that the work to be performed by FWS students under this agreement is in the public interest (work performed for the welfare of the nation or community, rather than work performed for a particular interest or group) and that:

- (1) FWS employment will be governed by employment conditions, including pay, that are reasonable according to the type of work performed, the geographic region, the employee's proficiency, and any applicable federal, state, or local law.
- (2) FWS students will not displace Agency employees or impair existing service contracts.
- (3) FWS students will not be involved with constructing, operating, or maintaining any part of a building used for religious worship or sectarian instruction.
- (4) FWS students will not be involved in political activity or work for any political party.
- (5) FWS students will not be denied work or be subjected to different treatment under this agreement on the grounds of race, color, national origin, or sex. The Agency further agrees that it will comply with the provisions 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 implement those Acts.
- (6) Neither the Institution nor the Agency may solicit, accept or permit soliciting any fee, commission, contribution, or gift as a condition for a student's FWS employment.
- (7) The Agency will not accept voluntary services from any FWS student employee; any student employed under FSW must be paid for all hours worked.
- (8) The Institution is considered the employer for purposes of this agreement. It has the responsibility to determine whether students meet the eligibility requirements for employment under the FWS program, to permit students to work for the Agency, and to determine that the students do perform their work in fact. The Agency has the right to select the appropriate FWS students and to control and direct the services of the students, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished.
- (9) Compensation of FWS students for work performed under this agreement will be paid by the Institution. All payments due as an employer's contribution under state or local workmen's compensation laws, under federal Social Security laws, or under other applicable federal or state laws, will be made by the Institution.
- (10) The Agency will furnish a percentage of the gross earnings of the students which it employs under the FWS program, payable in advance to the Institution for the contracted period. The percentage may vary (25%, 30% or 50%) from time to

time and from one campus of the Institution to another, as specified in the fiscal procedures prescribed annually by the Institution. Unexpended advances will be refunded to the Agency. The Agency which hires FWS students as tutors for the America Reads Challenge or for the America Counts Program will receive a waiver of their contribution in that 100% of the wages will be paid from federal dollars. America Reads applies to FWS tutors working in a family literacy program and providing literacy services to children from infancy through elementary school and/or to their parents or caregivers who may need assistance with their own literacy skills. America Counts applies to FWS students who serve as mathematics tutors to kindergarten through ninth grade school children.

(11) The Agency will provide complete position descriptions on forms provided by the Institution for each FWS position. The Agency will assure that professional direction and staff are available, will assure that the work to be performed is responsibly supervised, is consistent with the purpose of the Higher Education Act of 1965, and is in compliance with local, state, and federal labor laws and regulations.

(12) The Agency will provide reports to the Institution, maintain necessary records, and follow fiscal procedures as prescribed by the Institution to assure adequate control and administration of the FWS program.

(13) The hours worked by any one student under this agreement will not exceed forty hours in any week.

(14) Transportation for FWS students to and from their work assignments will not be provided by either the Institution or the Agency.

(15) If private for-profit, the Agency agrees to items 1 through 14 above, and that jobs are academically relevant, to the maximum extent practicable, to the student's program of study.

This agreement is in effect as of the date an account number is assigned by Indiana University, and will run until terminated by either party. The agreement may be terminated by either party at any time upon 14 days written notice setting forth the reasons for termination.

**Accepted and Approved for Agency:**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
Street or Mailing Address

\_\_\_\_\_  
City, State, Zip

(\_\_\_\_) \_\_\_\_\_  
Phone Number

(\_\_\_\_) \_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Date Signed by Agency

**Accepted and Approved for Institution:**

\_\_\_\_\_  
Signature of IU Official

\_\_\_\_\_  
Date Signed by IU Official

\_\_\_\_\_  
Effective date assigned by Indiana University  
Work-Study Auditor