AGREEMENT WITH OFF-CAMPUS AGENCY

This agreement ("Agreement") is entered into between the University of Cincinnati (the "Institution") and <place> (the "Agency") for the purpose of providing work for students who are eligible for the Federal Work-Study Program. By entering into this Agreement, the Agency affirms that it is a public or private non-profit organization or a governmental agency qualified to participate in the Federal Work-Study Program pursuant to the Economic Opportunity Act of 1964, as amended, and its associated regulations.

1. The Institution agrees to use its best efforts to make eligible students available to the Agency for the performance of specified work assignments upon the conditions set forth in this Agreement.

2. The term of this Agreement commences on «date1», and ends on «date2», subject to the continuance of the Federal Work-Study Program and the Institution’s continued participation in the Federal Work-Study Program.

3. The Institution shall be deemed the employer for purposes of this Agreement.
   a. The Institution has the ultimate right to control and direct the services of the students for the Agency. The Institution also will determine that the students meet the eligibility requirements for employment under the Federal Work-Study Program, assign students to work for the Agency, and determine that the students do perform their work in fact. The Agency’s right is limited to the direct supervision of the work performed. In addition, the final right of selection of students is reserved to the Agency.
   b. The Institution will pay compensation to the students for the work performed, will make any required income tax withholdings, and will make all payments due as an employer’s contribution under State or local workers’ compensation laws, State or Federal social security laws, or any other applicable laws.

4. It is agreed that neither the Institution nor the Agency shall have any obligation to provide transportation for students to and from their work assignments or to provide students with any compensation in lieu thereof.

5. It is agreed that the Institution either on its own initiative or at the request of the Agency has the right and power to remove students from work on a specified work assignment, and that the students have the right to terminate employment upon delivering reasonable notice.
6. The Agency shall comply with the following conditions related to the students and the work that they will perform:

   a. The work shall be performed for a public or private non-profit organization or governmental agency and shall serve the “public interest” as that term is defined by 34 CFR §675.22(b).

   b. No student will be denied work or be subject to discrimination or different treatment on the grounds of race, color, religion, national origin, or gender. The Agency 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 implementing those statutes.

   c. The Agency will provide proper working conditions and adequate and responsible direct supervision of the work performed by students. In addition, the Agency will permit the Institution, at its election, to inspect the Agency’s premises and/or the premises where student work is conducted. The Agency agrees to maintain and make available to the Institution the names of Agency supervisors authorized to certify time reports as to the accuracy of the hours reported.

   d. No student will perform work that will:

      i. result in the displacement of employed workers of the Agency or impair its existing contracts for services;
      ii. fill jobs that are vacant because the regular employees of the Agency are involved in a labor dispute;
      iii. involve any partisan or non-partisan political activity or work for any political party;
      iv. involve sectarian instruction or other religious activities;
      v. involve the construction, operation or maintenance of any part of a facility used or to be used for religious worship or sectarian instruction; or
      vi. involve employment for the United States Department of Education.

   e. The Agency agrees that it will be responsible for following the established procedures and policies of the Institution as they may be changed or amended at any time by the sole action of the Institution, including those regarding the following:

      i. the recording of hours worked;
      ii. the changing of job functions or conditions;
      iii. the terminating of students;
      iv. the changing of wage rates; and
      v. the due dates for all forms, records, reports, or information on or about the Federal Work-Study Program.
f. In the conduct of its general activities and the performance of any work by students, the Agency agrees to comply with any and all applicable laws, ordinances, and regulations of any governmental body, whether Federal, State, or Municipal.

g. The Agency agrees to indemnify and hold harmless the Institution from and against any and all claims for property damage or personal injury or otherwise that may result directly or indirectly from the acts of commission or omission of the student employees while under the direction, supervision or control of the Agency.

7. In consideration of the work performed by the students made available to it by the Institution, the Agency agrees to make the following payments to the Institution:

   a. By way of reimbursement an amount equal to twenty-five percent (25%) of the total wages of each student employed under this Agreement to be paid by the Agency on a monthly basis unless an alternative written billing arrangement has been made beforehand between the Agency and the Institution.

   b. By way of reimbursement an amount equal to twenty-five percent (25%) of any and all payments required to be made by the Institution under State or local workers’ compensation laws, Federal or State social security laws, or any other applicable laws. (This amount ordinarily equals approximately 7% of the total wages earned. Thus, when added to the reimbursement of wages described above, the Agency’s total reimbursement amount is equal to approximately 26.75% of the total wages of each student).

8. The Institution and Agency agree that the following information is set forth and defined in a Job Description Schedule attached to this Agreement:

   a. A brief description of the work to be performed by students on specified projects;

   b. The estimated number of students to be employed;

   c. The maximum hourly rates of pay for each student as established by the Institution;

   d. The estimated number of hours per week each student will be used; and

   e. The estimated length of time for completion of the project.

9. This Agreement may be terminated at any time by the Institution or the Agency upon thirty (30) days written notice to the other party.

10. This Agreement is the sole Federal Work-Study Program agreement between the Institution and the Agency. Upon the signing of this Agreement, all other agreements, either expressed or implied, are rendered null and void.

11. This Agreement may not be modified, amended, altered or changed except with the written consent of the Institution and the Agency.
12. Except where Federal laws would otherwise control, this Agreement and all the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Ohio.

13. The Agency agrees to provide written documentation with this Agreement of its status as (a) a public or private non-profit organization; or (b) a governmental agency.

14. Notifications:

Notifications to Institution shall be addressed to:

Name: _________________________________________
Address: _________________________________________

Phone: __________________________________________
E-mail: __________________________________________

Notifications to Agency shall be addressed to:

Name: _________________________________________
Address: _________________________________________

Phone: __________________________________________
E-mail: __________________________________________

UNIVERSITY OF CINCINNATI

________________________________________________ ____________________________
Senior Associate Director, FWS     Date

«PLACE»

«contact» «title»     Date