

ABILENE CHRISTIAN UNIVERSITY
FEDERAL WORK-STUDY PROGRAM AGREEMENT

This agreement entered into this ____ day of _____, 2024 by and between Abilene Christian University, hereinafter referred to as “Institution,” and _____, hereinafter referred to as the “Agency,” a private nonprofit organization, for the purpose of providing work to students eligible for the Federal Work-Study (FWS) program.

Institution and the Agency desire that certain students attending the Institution engage in work under the FWS program, and the Agency is in a position to utilize the services of such students. Therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

I. THE INSTITUTION WILL:

- A. Determine the student eligibility for employment under the FWS program in accordance with the regulations established by the U.S. Department of Education;
- B. At its discretion, refer to Agency for employing students eligible for the FWS program and notify the Agency of any student employees who later become ineligible;
- C. Provide the Agency with a yearly Fund Allocation Agreement, which will include:
 - i. the Agency receiving the funding,
 - ii. the period for which the funding is available,
 - iii. the maximum funding amount for the period stated, and
 - iv. funding match percentage
- D. Pay each student 100% of the gross compensation earned up to said student’s FWS program eligibility and withhold the required Federal Income Tax, if applicable. In turn, the Institution will periodically bill the Agency for

reimbursement of an agreed-upon funding match percentage of each student's compensation.

- E. May visit the agency to observe student employees, if it elects to do so;
- F. At the end of each institutional payroll period, Institution will email Agency electronic time sheets that have been submitted by the student(s). Agency will review for accuracy and confirm with Institution if hours are correct or need to be re-submitted. Institution will then electronically approve student time sheets so payroll process can be completed.

II. THE AGENCY WILL:

- A. Select only students that it feels are qualified and acceptable for employment.
The Agency may terminate the students upon reasonable notice to the Institution.
The Agency will also bear the responsibility for requesting, performing, and covering the cost for any background checks required by law or Agency policy.
- B. Ensure that no student be denied work or subjected to different treatment under this agreement on the grounds of race, color, national origin, religion, sex, age, disability or veteran status;
- C. Be considered the employer for purposes of this agreement. Therefore, Agency will provide direct control and supervision of the work performed by students, not only as to the results to be accomplished, but also as to the means by which the result is to be accomplished;
- D. Be responsible in the event of on-the-job injuries involving the students. The Agency at its own costs, may provide the students with Worker's Compensation Insurance in the amounts as required by law;
- E. Secure documentation from student if work hours submitted overlap with scheduled class times and make documentation available to Institution via written notice (i.e. email). *Per federal regulations, in general, students are not permitted to work in FWS positions during scheduled class times.* Exceptions are permitted if a class is canceled or a professor excuses a student from attending on a certain day but must be documented.

- F. Agency will **INDEMNIFY, DEFEND, AND HOLD HARMLESS** Institution, its Board of Trustees, officers, employees agents, and representatives from and against any and all liability, claims, demands, or on account of injury, loss damage, or expense, including defense costs, court costs, and attorney fees, which arise out of or are in any manner connected with this agreement, if such injury, loss, damage, or expense is caused or is claimed to be caused in whole or in part by the act, omission, error, mistake, negligence, or willful act of the Agency or its agents, subcontractors, or employees. agents, or representatives;
- G. At such times as are agreed upon in writing or in the event of failure to agree, upon written demand of the Institution, pay the institution 25% of the total compensations the Institution paid to the students under this agreement.
- H. Upon the Institution's notification to the Agency that a student's FWS eligibility has ended, the Agency will bear the responsibility for all earned compensation in excess of the student's FWS program eligibility.
- I. Follow 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 with respect to the following: the recording of hours worked; the due dates for all forms, records, reports, or information on or about the FWS program; and
- J. Not allow any student to perform work which (1) results in the displacement of employed workers of the Agency or impair its existing contracts for services, (2) fills positions that are vacant because the Agency's regular employees are on strike, (3) involves any partisan or nonpartisan political activity associated with a candidate or with a contending group or faction for election for public or party office, (4) involves lobbying on the Federal level, (5) involves the construction, operation or maintenance of any facility used, or to be used, for sectarian instruction or as a place or religious worship.
- K. Meet ACU's standard of expectations when utilizing FWS funds for students in an internship position to maintain the university's goals for providing quality internship experiences (not required for general part-time employment). These minimum expectations on the Agency/supervisor are as follows:

- a. Meet a minimum of one time per week with the student to check on work status, confidence in skill capabilities, fit within workplace culture, and to answer general questions.
- b. Provide exposure opportunities (preferably related to the student's field of interest) enabling the student to gain additional understandings surrounding their internship environment (ie: access to meetings, trainings, networking events, etc. that aren't limited to the student's specific role, but adjacently related).
- c. As much as is reasonable, empower the student to job craft by bringing their talents and expertise into the process of task completion. Also, leave room in the student's job description to allow them to suggest ideas or projects that would be beneficial to the work environment based on their interest and abilities.
- d. Submit to the institution a mid-way review and post-internship evaluation form about the student's internship.

III. TRANSPORTATION

Neither the Institution nor the Agency shall have any obligation to provide either transportation for the students to and from their work assignments or compensation in lieu thereof.

IV. SEVERABILITY

If any term or provision of this agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this agreement provided that any invalid provision is not material to the overall purpose and operations of this agreement. The remaining provisions of this agreement shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

V. LEGAL COMPLIANCE

The parties will comply with any and all applicable laws, ordinances, and regulations of any government body, whether Federal, State, or Municipal.

VI. FURTHER SPECIFICATION

The Institution and the Agency may from time to time set forth and define additional terms of this agreement in Schedules attached to this agreement. Such schedules will be legally binding on the parties hereto as if originally incorporated in this agreement, providing they are signed by authorized officials of both parties hereto. Such Schedules may set forth the following: (A) a brief description of the work to be performed by students, on specified projects or in general, (B) the estimated number of students to be employed, (c) the recommended hourly rate of pay for each job, (D) the estimated number of hours per week utilized for each student, (E) the estimated length of time for the completion of the project.

VII. TERMINATION

This agreement may be terminated at any time by the Institution or the Agency upon two weeks prior written notice to the other party. Moreover, if no students are placed with the Agency for a period of two years, the agreement is subject to termination. If not terminated, the agreement will remain in effect until superseded by another agreement, or until changes in legislation or regulation governing the FWS program render the agreement invalid.

IN WITNESS THEREOF, the parties hereto have set their hands by their officers thereunto duly authorized the day and year first written above.

Agency Administration Executive

Abilene Christian University

By: _____
(Signature)

By: _____
(Signature)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____