This AGREEMENT made this _____ day of _________________, 20___, by and between Oklahoma State University, hereinafter referred to as the “Institution,” and _______________________________________, being a public organization, a governmental agency, or a private non-profit organization qualifies under the Federal Economic Opportunity Act of 1964, as amended, and the regulations governing the Federal Work-Study Program, 45 CFR 175, hereinafter referred to as the “Agency,” to provide work to eligible students participating in the Federal Work-study Program.

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 herein set forth. The Institution further agrees to use its efforts to supply students of proper capability but in no event shall be liable to the Agency for their acts of commission or omission.

2. For accounting and payment purposes, it is agreed that the Institution shall be the responsible party for paying to the student the compensation for the work performed and the Institution will withhold therefrom the required State and Federal Income Tax, Unemployment Insurance and F.I.C.A (Social Security and Medicare), if applicable.

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

4. It is agreed that the Institution either on its own initiative or at the request of the Agency upon reasonable notice shall have the right and power to remove students from work on a specified work assignment. Students themselves upon reasonable notice have the right to resign.

5. The Agency agrees that the Institution shall supply students to work for it upon the following conditions with which it agrees to comply:

   a) The Agency shall not illegally discriminate against any student on any grounds including race, color, national or ethnic origin, religion, sex, age, handicap, or veteran status, and to this end, the Agency shall comply with the law including Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246 as amended, Title IX of the Education Amendments of 1972 (Higher Education Act), Americans with Disabilities Act of 1990, and the regulations promulgated thereunder.

   b) The Agency shall have the obligation to provide for adequate and responsible direct supervision of the work performed by students, provide proper working conditions and permit the Institution to inspect the premises if it elects to do so. It agrees to maintain and make available to the Institution the names of Agency supervisors authorized to sign student time-sheets, and to provide the Institution with a record of hours worked daily by each student as attested to by an authorized official of the Agency. The record of hours worked will be kept on a form provided by the Institution and will be submitted to the Institution at the end of each pay period.

   c) No student shall perform work which will result in the displacement of employed workers of the Agency or impair its existing contracts for services, or fill positions that are vacant because the Agency’s regular employees are on strike, or which will involve any partisan or nonpartisan political activity associated with a candidate or with a contending group or faction for election for public or party office, or which involves lobbying on the Federal level, or which involves the construction, operation or maintenance of any facility used, or to be used, for sectarian instruction or as a place of religious worship.
d) 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 with respect to the following: the recording of hours worked; the changing of job functions or conditions; the terminating of students; the changing of wage rates; and the due dates for all forms, records, or information on or about the Federal Work-Study Program.

e) 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.

6. 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 as such times as agreed upon in writing or in the event of failure to agree, upon written demand of the Institution:

a) The amount calculated to equal the Agency’s share of the compensation of the students employed under this Agreement as set forth in the Schedule to be attached in accordance with the provisions of paragraph 7 hereof.

b) The amount of the employer’s contribution under State or Federal F.I.C.A., Worker’s Compensation and Unemployment laws, if applicable.

7. The Institution shall make required income tax withholdings and make all payments due as an employer’s contribution under state and federal worker’s compensation laws.

8. The Institution and the Agency agree that (1) a brief description of the work to be performed by students on specified projects, (2) the estimated number of students to be employed, (3) the recommended hourly rate of pay for each job, (4) the estimated number of hours per week utilized for each student, (5) the estimated length of time for the completion of the project, (6) the total percent of the non-Federal share of student compensation to be paid by the Agency to the Institution in accordance with paragraph 6 (a) hereof, shall all be set forth and defined in Schedules attached to this agreement from time to time and shall be as legally binding on the parties hereto as if originally incorporated in this agreement, provided that they are signed by authorized officials of both parties hereto.

9. This agreement is in effect until the _____ day of ______________, 20_____ but may be terminated at any time by the Institution or the Agency upon two weeks prior notice to the other party.

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

Agency Administrative Executive (please type or print)  

By (Signature):  

Title  

Date  

Oklahoma State University  

By: Stephen W.S. McKeever, VP-Research  

By:  

Title  

Date  

Attachment: OSU FWS Off-Campus Agency Payment Plan