

# MICHIGAN STATE UNIVERSITY

## AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, a (public organization), (private nonprofit organization), of  
the Federal Work-Study Regulations, hereinafter called the  
"Organization", and the Board of Trustees of Michigan State  
University, a constitutional corporation of the State of Michigan,  
hereinafter called the "University".

## WITNESSETH

That the University will arrange for students to work for the  
Organization at rates to be established in individual cases, in  
accordance with the provisions of the Economic Opportunity Act of  
1964, Title 1, part C (Work-Study Program), and amended by the  
Higher Education Act of 1965 (P.L. 89-329) and Public Law 90-82,  
approved September 6, 1967.

Schedules to be attached to this agreement from time to time, bearing  
the signature of an authorized official of the University and of the  
Organization, will set forth brief descriptions of the work to be  
performed by students under this agreement<sup>1</sup>, the hourly rates of pay  
and the average number of hours per week each student will be  
utilized.<sup>2</sup>

These schedules will also state the total percent of student  
compensation that the Organization will pay to the student and the  
type of insurance of liability coverage that the Organization carries  
should students be injured in the course of their employment with the  
Organization. The University will inform the Organization of the  
maximum number of hours per week a student may work, during the



### Office of Financial Aid

Student Services Bldg  
556 East Circle Drive  
Room 252  
East Lansing, MI  
48824

517-353-5940  
Fax: 517-432-1155  
[finaid@msu.edu](mailto:finaid@msu.edu)  
[www.finaid.msu.edu](http://www.finaid.msu.edu)

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<sup>1</sup>In accordance with the requirements of the Federal program, work to be performed under this agreement must be work in the public interest, which (1) will not result in the displacement of employed workers or impair existing contracts for services (2) will be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as type of work performed, geographical region and proficiency of the employee; (3) 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 a place for religious worship; and (4) does not involve any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election for public or party office. Further, no work shall be considered to be in the public interest where (1) it is work for which the political support, affiliation or affinity of the student is a prerequisite or consideration for employment, (2) it is work to be performed for an elected official other than as part of the regular administration of Federal, State, or local government, or (3) it is work for a membership organization (such as a credit union, a fraternal order, or a cooperative) which is primarily for the benefit of the members of such organization, rather than the public.

<sup>2</sup>Under the College Work-Study Regulations, no student may perform work on any project under the Work-Study Program for more than forty hours per week or such lesser number of hours per week as his institution may determine in accordance with its own standards and practices and considering (1) the extent of the student's financial need, and (2) the potential harm of a particular combination of hours of work and hours of student on a given student's health or academic progress. (42 U.S.C.2754; 45CFR 175.16)

summer or other period of non-regular enrollment during which the student is attending classes. Any additional information will be incorporated into the assignment notification at the time the student is hired.

Whenever possible, students will be made available to the Organization by the University for the performance of specific work assignments. Students may be removed from work on a particular assignment or from the Organization by the University, either on its own initiative or at the request of the Organization. The Organization agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, or national origin, and that 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 Health, Education and Welfare which implement that act.

Transportation for student to and from their work assignments will normally not be provided by the University. The Organization may or may not choose to provide such transportation. The University will not, in any case, reimburse either students or the Organization for transportation that may be provided.

The Organization shall be deemed the employer for purposes of this agreement. It has the right to control and direct the services of the student, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished. The University shall be limited to determining that the students meet the eligibility requirements for employment under the College Work-Study Program, to assigning students to work for the Organization, and to determining that the students do perform their work in fact. The Organization will permit the University, from time to time, as it may request, to inspect the premises in which the student is working under this agreement, and will review with the University the working conditions and job requirements of all such students.

Compensation of students for work performed on a project under this agreement will be disbursed--and all payments due as an employer's contribution under State or local worker's compensation laws, under Federal or State social security laws, or under other applicable laws, will be made--by the Organization.

At such times as are agreed upon in writing, the University will pay to the Organization an amount calculated to cover the Federal share of the compensation of students employed under this agreement and paid by the Organization. Under such an arrangement the Organization will furnish to the University for each payroll period the following records for review and retention.

- Time reports indicating the total hours worked each week and containing the supervisor's certification as to the accuracy of the hours reported and of satisfactory performance on the part of the student;
- A payroll form identifying the period of work, the name of the student, his rate per hour; the number of hours worked, his gross pay, all deductions

and net earnings, and the total federal share applicable to each payroll;  
and:

- Documentary evidence, when requested, that students received payment for their work, such as photographic copies of canceled checks.

Either party may cancel this Agreement upon ten days written notice to the other party.

It is understood that this Agreement includes Schedules A and B attached.

In Witness Whereof, the parties hereunto executed these presents, the day and year first written above.

The Organization

By \_\_\_\_\_ Its \_\_\_\_\_  
Signature of Board Member of Chairperson Chairpersons title

Witness \_\_\_\_\_ Date \_\_\_\_\_

Michigan State University Board of Trustees

By \_\_\_\_\_ Its \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

## SCHEDULE A

A part of Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
and between the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ and The Board of Trustees of Michigan State University.

### PAY SYSTEM

According to the College Work-Study Program Manual, 1968, "The College Work-Study Program provides for payment on an hourly basis only. Students may not be compensated under a salary, commission or fee arrangement. In addition, fringe benefits, such as paid sick leave, vacation pay, and holiday pay, which are usually part of a salary situation, are not part of the pattern of compensation under the College Work-Study Program. Simply put, College Work-Study students are employed under 'an hour's pay for an hour's work' arrangement. The Organization should not deny payment to College Work-Study students for brief interruptions in their daily schedules, however, such as rests or coffee breaks, if it is the employer's policy and practice to permit such interruptions for its regular employees."

### MAXIMUM HOURS OF EMPLOYMENT

Under the College Work-Study Program, a student may work no more than 29 hours per week. During the student's enrollment in classes, the University will stipulate at the time of assignment any lesser number of hours it deems appropriate, taking into account the student's financial need, his/her health and his/her academic progress.

If the Organization desires, it may utilize its own funds to employ students for hours in addition to the allowable maximums, but no portion of student compensation for excess hours may be charged to Federal College Work-Study funds.

In the case of a student who is employed off-campus, hours which he/she works in excess of the maximum limitations, either inadvertently or by arrangement, must be compensated by the Organization with which the student is employed.

### VOLUNTARY SERVICES

It is important to note that the Fair Labor Standards Act of 1938, as amended, prohibits a covered employer from accepting voluntary services from any paid employee. Therefore, any student who is employed under the College Work-Study Program must be paid for all hours worked, but the hours worked in excess of the College Work-Study Program maximums must be compensated from sources other than Federal funds under this program.

## SCHEDULE B

### UNIVERSITY SHARE OF COMPENSATION

A part of Agreement made this \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_, by  
and between \_\_\_\_\_ of  
and the Board of Trustees of Michigan State University.

Michigan State University's share of the compensation of any student employed under the provisions of this Agreement shall not exceed 70 percent of such compensation, that 70 percent coming from the Federal College Work-Study account controlled by the university.

The University's share of compensation shall be calculated on the basis of the hourly rate paid the student for actual time on the job, but such calculation shall not include any costs of the Employer's contributions to Social Security, Worker's compensation, retirement, or any other welfare or insurance program which may be paid by the employer on the part of a student paid under the Work-Study Program.

The University agrees to reimburse the Organization for the Federal share of compensation as set forth in the main body of this Agreement. Additionally, the University agrees to effect reimbursement within a one-month period of time after receiving all properly completed documents from the Organization. Likewise, organizational requests for reimbursement are to be received within six weeks following the employee's pay date unless prior arrangements are made with the University. In order to meet Federal reporting requirements, an exception to these stipulations must be observed at the end of each fiscal year (June 30). Any and all work performed prior to July 1 of each year must be received within 20 calendar days thereafter. Requests received after July 10th will be honored **only** if the Work-Study accountant is able to transact the authorization of a check before the Federal account has been closed and the report submitted. **In any event, the University assumes no responsibility for meeting requests for reimbursement received after said dates.**

The University assumes no responsibility for the reimbursement of 70 percent of the wages of students before verification that the student qualifies for the Work-Study Program for the period for which reimbursement is being requested.

The University assumes no responsibility for reimbursement of 70 percent of the wages of students in excess of the dollar authorization

specified at the time of assignment for students or for work performed either before or after the specified period of eligibility for full-time employment during periods of non-regular enrollment or when a student is not enrolled for any courses.

### **WORK-STUDY INFORMATION SUMMARY**

This form must be completed by a professional staff member of either MSU or the off-campus agency.

1. Name of Organization
2. Mailing Address
3. Chief Officers of the Organization:  
Name            Title            Address            Telephone

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4. Under the Higher Education Act 1965, as amended, Title IV, Part C, Section 441-446, the following is a partial summary of the Work-Study requirements and restrictions:

- May not be done for a proprietary institution of higher education or for other institution or organization organized for profit.
- Work must be in the Public Interest and may be for either a public or private non-profit organization.
- Services to be performed by students in employment with organizations must be of broad benefit to the public. Any type of work which would benefit a particular limited-membership group would not be considered in the Public Interest.
- Work must be for a responsible organization with professional direction and staff. The work to be performed by students must be adequately supervised and consistent with the purposes of the act which provides for the Work-Study program.
- The purpose of the work to be performed rather than the nature of the organization will be regulated.
- Organizations must ensure that the particular position to which the student is assigned does not involve sectarian instruction or the religious activities of a church (or a church-affiliated organization or institution) if it is to be supported under the College Work-Study Program.



- Work performed must not involve any partisan or non partisan political activity associated with a candidate, or contending faction or group, in an election for public or party office.
5. Who in the Organization will be responsible for assuring adherence to the above restrictions?

Signature \_\_\_\_\_ Telephone \_\_\_\_\_

6. What is the purpose(s) and specific objectives of your organization? (Attach any materials, application, printed brochure, etc. which explains your organization)

7. Agency Membership

- Who may join your Organization? \_\_\_\_\_
- What restriction, if any, would limit membership in your organization? \_\_\_\_\_

8. Agency Funding

- What is/are the source(s) of funds for your organization? \_\_\_\_\_
- Is this the same source which will pay a prospective Work-Study employee? \_\_\_\_\_
- Are you classified by the Internal Revenue Service as a Tax Exempt Organization? \_\_\_\_\_
- Is your agency exempt from state sales tax? \_\_\_\_\_

- **Please attach a copy of your tax exempt notification letter from the Internal Revenue Service**
- **Attach a notarized Financial Statement showing sources of revenue and expenditures. This is to ascertain the organization's ability to financially meet the 70% portion required for Work-Study students.**
- **Please attach a job description.**

9. What Publics does your organization serve? Explain

10. Who will be responsible for overseeing the Work-Study employee and authorizing time cards?

Name \_\_\_\_\_

Telephone \_\_\_\_\_

Will this be direct supervision (i.e., the supervisor being present to observe work performance) or must the student work independent of direct supervision? \_\_\_\_\_

Identify a place of work for each Work-Study student so that an on-site inspection may be conducted. It also is appropriate to specify hours the student will work if the office is not open from 8 to 5 daily.

11. Certification (to be signed by a professional staff member) I hereby affirm that the information submitted herein and in any supporting materials is true and correct.

Sign \_\_\_\_\_

Title \_\_\_\_\_