



National Louis University Federal Work-Study Student Employment Off Campus Non-Profit Agency Agreement Academic Year: 2011-2012

This agreement is entered into this _____ of _____, 20__ by and between **National Louis University (NLU)**, an Illinois not-for-profit Institution, located at **1000 Capitol Drive, Wheeling, Illinois 60090** (hereinafter known as "NLU"), and _____ located at _____ (hereinafter known as "Off-Campus Agency"), for the purpose of providing employment to students eligible for the Federal Work-Study Student Employment Program (hereinafter "FWS"). This agreement covers the time period of **July 1, 2011 - June 30, 2012**. This agreement may be terminated at any time by mutual agreement or by 30 days written notice by either party to the other. This agreement replaces any and all previous FWS participation agreements between NLU and the Off-Campus Agency. By signing this agreement, the Off-Campus Agency agrees to adhere to all NLU FWS Policies and Procedures as outlined in this agreement, the FWS Student Employment Handbook, memos, letters and emails from the FWS Student Employment staff.

ARTICLE I: Off-Campus Agency Responsibilities of Federal Work-Study (FWS) Student Employment Program

A. The Off-Campus Agency agrees to abide by all of the following policies, procedures and regulations and will conduct a program for students designated by NLU in which the students work:

- (1) will be in the public interest. Work in the public interest is defined as work performed for the welfare of the community or nation or, rather than work performed for a particular interest group;
- (2) is community service oriented. Community services are defined as services that are identified by an institution of higher education through formal or informal consultation with local nonprofit, government, and community-based organizations, as designed to improve the quality of life for community residents, particularly low-income individuals, or to solve particular problems related to their needs and for persons with disabilities. Such jobs include, but are not limited to: health care, child care, literacy training, education, welfare, social services, service opportunities or youth corps under AmeriCorps, transportation, housing and neighborhood improvement, safety, crime prevention and control, mentoring, tutoring, counseling, recreation, rural development, community improvement, emergency preparedness and response and support services for students with disabilities; and
- (3) will be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as the type of work performed, geographical region, proficiency of the employee and any applicable federal, state, or local law.

B. **It is further agreed that in the conduct of the foregoing, the Off-Campus Agency must:**

- (1) be incorporated as nonprofit under the federal or state law and provide NLU a copy of your IRS letter confirming non-profit status;
- (2) agree that it will not assign any work that involves political activity or work for any political party;
- (3) employ students to perform only such work that will neither displace non-student (permanent) workers, impair existing contracts for services, nor fill positions that are vacant because regular employees are involved in a labor dispute; moreover, no student shall be placed in a position which has been occupied by a permanent employee during the current or preceding year;
- (4) not allow student workers to begin working until written permission has been received from NLU and further acknowledges NLU may not subsidize the Off-Campus Agency for any earnings paid to the student or due to the student which may have accrued prior to such written confirmation of the student's eligibility for FWS;
- (5) control and direct the work of the FWS student(s), supervising them at the work site and ensure they perform their duties properly;

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- (6) (4) assign no work involving the construction, operation, or maintenance of any sectarian instruction, religious worship or theological activities;
- (7) regulate the number of hours worked to ensure that no student works more than 20 hours per week during the period of enrollment for which the student has received an award or a maximum of 40 hours per week during periods of non-enrollment or periods when classes are not in session, provided work and funding is available. The Off-campus agency understands the periods of non-enrollment include the university Winter Break, Spring Break and Academic Break;
- (8) establish and maintain daily work hours and records, and submit true and accurate reports as requested or necessary and make available for audit, upon request by NLU or the U.S. Department of Education personnel, the employment records of any student employed under the FWS Program;
- (9) must not and will not discriminate against, deny work or allow different treatment in its programs or services and under this agreement on the basis of race, religion, color, national origin, gender, sexual orientation, or disability. It further agrees that it will comply with the provisions of the Title IV Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1983, and the Regulations of the Department of Education which implement those Acts;
- (10) ensure the work performed by the FWS Work-Study student, in every instance possible will be demonstrably related to public service and to the student's educational and/or career interest;
- (11) be the employer of record and accept all normal and legal employer responsibilities including requesting, performing and covering the costs of any personal criminal background checks required under the State Child Adult Abuse Law or State Department of Health rules. The Off-Campus Agency will control and direct the services of the students hired. It agrees to provide employee orientation which includes information about hours of work, place of work, working conditions, briefing on safety and standards of conduct, and familiarity with procedures; for providing explanation of duties, performance requirements in terms of quality, quantity, methods, and priorities, and the necessary basic corrective and progressive training; and for providing on-site supervision of the employment activities of the students. NLU will provide insurance coverage required by workmen's compensation laws;
- (12) submit all required documents for this program in a timely manner, including Job Descriptions, notices of changes to job descriptions, payroll information, and employer need assessment. And notify NLU when all positions have been filled;
- (13) notify NLU immediately of the termination of a student's employment or any other material change affecting the student's employment;
- (14) provide to NLU, upon request, information substantiating eligibility as an Off-Campus Agency, information on its employee classification/compensation plan, a current financial statement confirming its fiscal solvency, and information concerning any FWS student employed hereunder;
- (15) monitor each student's earnings so as not to exceed each student's FWS limit as designated on the Student Employment Authorization form;
- (16) must contact the FWS Coordinator at FWS@nl.edu, prior to having the student work under the agency payroll if interested in hiring the student for other functions/needs. Student employees cannot receive compensation from the agency, while also being paid via FWS.
- (17) pay 100 percent of all wages in excess of NLU's FWS maximum amount of the student's earned compensation authorized; and,
- (18) adhere to all applicable labor laws and provide each student employee with appropriate rest and meal periods.

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ARTICLE II: Payments

- A. Within the limits of the budget approved for that purpose, NLU shall be responsible for administering the payroll for the student employee. The hourly compensation rate shall be determined by NLU in consultation with the Off-Campus Agency. The hourly compensation ranges from \$9.50 to \$13.00 per hour;
- B. The compensation rate for a students work performed under this agreement will be disbursed and all payments due to the student under the State or local workers' compensation laws, under Federal or State social security laws or under other applicable laws will be made by NLU; and,
- C. Continuation of the program, and obligations of the Off-Campus Agency, for each FWS work period shall be based upon the availability of funds and willingness of the Off-Campus Agency to continue the program, which shall be stipulated in writing by the Off-Campus Agency to NLU at least fifteen (15) days prior to a work period, both as to the contract provisions and to the students involved. This agreement may also be terminated at any time by NLU with or without prior written notice to the Off-Campus Agency.

ARTICLE III: Administrative Procedure

- A. Attachment (A) containing basic regulations and procedures for administration of this program shall be part of this agreement and can be modified as the necessity arises by mutual written consent of the parties hereto without otherwise modifying this basic contract. In the event of any discrepancy between the attachment and this basic contract, the provisions of the latter shall control;
- B. NLU shall cause each student employee to acknowledge that s/he has read the Attachment (A) and shall obtain his/her written consent to be bound by the terms and provisions thereof, and as may be modified by NLU and the Off-Campus Agency pursuant to Paragraph A of this Article III;
- C. Schedules to be attached to this agreement prior to each work period will set forth brief descriptions of the work to be performed by students under this agreement, the total number of students to be employed, the hourly rates of pay, the total number of hours per week each student will work and the total length of time the employment is expected to last;
- D. The Off-Campus Agency will permit NLU or its representative, from time to time, as it may request, to inspect the premises in which any student is working under this agreement, and will review with NLU the working conditions and job requirements of such students; and,
- E. Notwithstanding the provisions of Article II, Paragraph C, NLU can require a student to terminate participation in FWS due to the receipt of other financial aid, which exceeds the student's financial need. While every effort will be made to adjust the other forms of aid and to notify Off-Campus Agency in advance of such an exigency, on some occasions it may be necessary to terminate a student from FWS without advance notice. NLU may also require cessation of a student's participation in FWS if NLU's federal allocation is exhausted, if the student has repeated violations and if the student fails to enroll as at least a half-time regular student in an eligible program.

NOTE: Per Section 224, 227 and 401.5 of the Illinois Unemployment Insurance guidelines, any work positions that are paid and classified as student employee, such as Federal Work-Study, College Employment, Graduate Assistant, Harrison Fellows, etc. are not eligible for unemployment compensation once the position has ended.

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**REGULATIONS AND PROCEDURES FOR THE ADMINISTRATION OF THE NATIONAL LOUIS UNIVERSITY FEDERAL
WORK-STUDY COMMUNITY SERVICE WORK-STUDY PROGRAM**

(Attachment A)

ELIGIBILITY AND PLACEMENT

NLU determines the eligible students and recommends them to the Off-Campus Agency. The Off-Campus Agency places the students in positions for which they are best qualified and which best meet the needs of the agency.

HIRING A STUDENT EMPLOYEE

When a student contacts you for an interview and placement consideration, you must verify their eligibility by asking for a copy of their award letter and a copy of their course schedule or an email confirmation from the Student Employment Coordinator verifying eligibility.

TRAINING AND SUPERVISION

The Off-Campus Agency is primarily responsible for on-the-job training, orientation and the supervision of students.

DEVELOPING WORK SCHEDULES

All students should be given the opportunity to work their FWS awards in the Off-Campus Agency or department/office to which they are assigned. The student, together with the supervisor, should plan a work schedule that is compatible with his/her class schedule. Any request for time off, such as a weekend or a particular shift, must be approved *in advance* by the supervisor.

TIME WORKED

During the academic year work period, students will work the weekly hours for which they have been approved by NLU. The maximum number of hours a student can work each week is 20 hours while in class & 40 hours while on break, provided there is remaining funding available. Accurate record keeping of hours worked, must be inputted on the timesheet each day worked. Students can only work when there is work available. Each day a student works 6 hours or more in a day, they must take a 30 minute unpaid break and include the break time on the timesheet. If the Off-Campus Agency does not have work available, the student cannot work their scheduled time. If necessary, the student will need to be given a different placement when no work is available. Please contact NLU FWS Student Employment Program Coordinator via email at FWS@nl.edu or phone at 847-947-5443 or 847-947-5350 for assistance.

NOTE: If a student falsifies a timecard, the Office of Student Finance is obligated to report this incident of fraud to the Department of Education's Office of the Inspector General. A federal investigation may result. Falsification of a time card will result in immediate dismissal from the Federal Work-Study Program. The student will not be eligible to work on or off campus the remainder of their time at NLU.

It is a federal offense to falsify hours & signatures and can be fined up to \$10,000 & punishable by law.

PAYROLL PROCEDURE

It is the responsibility of the student and Off-Campus Agency to keep an accurate record of hours worked each day and to complete and submit a timesheet each week directly to the Payroll Office. The student submits the timesheet the last day of the week the student works to the supervisor, who will verify the hours worked and approve it by signing it, prior to faxing it to NLU Payroll Office at 847-947-5854. *Time sheets must be submitted before 12:00 p.m. (noon) every Monday. The NLU Payroll Office pays the student. *Unless otherwise noted on the 2011 Bi-Weekly Payroll Calendar.

RECORDS, REPORTS, TAXES AND WORKMEN'S COMPENSATION

NLU is the employer and is responsible for the collection and the keeping of official records. NLU collects all required documents for participation in the FWS Program, issues checks, and is responsible for the withholding of income tax. NLU will also provide for insurance coverage required by workmen's compensation laws. For more information regarding worker's compensation, contact Holly Battaglia in the Office of Human Resources via email at hbattaglia@nl.edu or via phone at 847-947-5519.

EVALUATION OF STUDENT WORK

At the end of the academic year, the Off-Campus Agency will submit a year-end evaluation that will include recommendations and suggested changes for the FWS Student Employment Community Service Program. Any problems that arise concerning the student's work should be handled first by the supervisor, then the Off-Campus Agency representative, then by the NLU Program Coordinator. At any time during the year that a student is not fulfilling his/her responsibility, the student's job could be withdrawn by mutual consent of the parties of this contract; the student may also request that he/she be transferred.

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NLU AGREES TO:

1. Determine students eligibility for employment under the FWS Student Employment program in accordance with the regulations and procedures established by the institution and the U.S. Department of Education;
2. Refer to the Off-Campus Agency only those students eligible for the FWS program who are qualified for employment, after exercising the priorities in placing students in accordance with the regulations governing the administration of the FWS program for an interview and placement consideration;
3. Pay 100 percent of earned wages for authorized eligible students;
4. Notify the Off-Campus Agency immediately of any student employee who becomes ineligible for further compensation; and,
5. Review, upon request of the student(s), the terms of this contract agreement, including the job description form, as amended, if appropriate.

ALL PARTIES AGREE:

1. This Agreement shall be subject to the availability of funds appropriated to NLU for this program by the US Department of Education. It shall also be subject to the provisions, legislation, rules and regulations of the U.S. Department of Education and NLU;
2. If not terminated, this agreement will remain in effect until superseded by another agreement, or until changes in legislation or rules and regulations governing the FWS program render this agreement invalid;
3. This agreement becomes effective July 1, 2011 and remains in effect for a period of one year from the date of execution or June 30, 2012, whichever occurs first, renewable through mutual agreement annually of both parties.
4. The U.S. Department of Education is not a party to this agreement;
5. NLU will pay the student employee their total authorized earned compensation;
6. NLU may cancel this agreement at any time the Off-campus agency violates any provision thereof, or in the event the Institution determines the Off-campus agency is ineligible to further participate in this Program;
7. The total payroll shall consist of the hourly rate of compensation paid a student multiplied by the number of authorized hours of work performed by a student. The number of hours any student may work during any period must be agreed upon prior to starting of employment; however, the student's work hours may not exceed **20** hours per week when classes are in session and **40** hours per week during winter break ,spring break and academic break, provided funding is available;
8. If any notices required or permitted hereunder shall be sufficiently given if hand delivered or if sent by the registered or certified mail, U.S. Postal mail, fax or email addressed or delivered as follows:

If to Institution: National Louis University
Federal Work-Study Coordinator
1000 Capitol Drive
Wheeling, IL 60090-7201
Phone: 800.443.5522 Ext. 5443
Fax: 847.465.5894
Email: FWS@nl.edu

If to Off-Campus Agency, **(please fill in information)**:

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9. This document constitutes the entire understanding of the parties as to the matters contained herein. No alteration, amendment or modification of the agreement shall be effective unless in writing and signed by the duly authorized officials of the Institution and the Off-campus agency;
10. Not assign, sublet or subcontract any work related to this agreement, or any interest it may have herein, without prior written consent of NLU, and nothing in this agreement shall be construed as authority for either party to make commitments which will bind the other beyond the terms of the agreement;
11. That any provision of the agreement is held to be invalid or unenforceable for any reason, this agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision;
12. That the caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provision of the Agreement;
13. That any failure of a party to enforce that party's rights under any provision of this agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein; and
14. Both parties hereby submit to jurisdiction in Illinois and further agree that any cause of action arising under or relating to this contract shall be brought exclusively in the United States District Court for the Northern District of Illinois, County of Cook, unless waived by the NLU.

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In witness hereof, the parties hereto have executed this Agreement.

Off Campus Agency Information

Printed Name & Title of Authorized Agency Representative

Date

Signature of Authorized Agency Representative

Telephone Number

Name of Employing Agency

Email

Street Address

City, State, Zip Code

Off-Campus Agency is: _____ Public Nonprofit _____ Private Nonprofit

Please include a copy of your IRS letter confirming non-profit status

Department of Revenue Registration Number or Federal ID Number

NLU Information

Printed Name & Title of Authorized NLU Representative

Signature of Authorized NLU Representative

Date

Street Address: 1000 Capitol Drive Wheeling, IL 60090-7201

Phone: 800.443.5522 Ext. 5350

Fax: 847.465.5894

Email: FWS@nl.edu

For Office Use Only:

Received from Agency _____

Reviewed by FWS Coordinator _____

Approved _____

Signed Copy sent to Agency _____

Students at Organization:

_____ **Authorized Agency Signer: initial that you have fully read and understand this page**