



**FEDERAL WORK-STUDY PROGRAM
OFF-CAMPUS AGREEMENT**

I. PARTIES

The parties to this Agreement are National American University, Rapid City, South Dakota, hereinafter called the "University" and City of Rapid City, SD, hereinafter called the "Organization", (a Federal, State, or local public agency, or private nonprofit organization).

Please check one:

- Public nonprofit
 Private nonprofit
 Private for-profit

II. PURPOSE

The purpose of this Agreement is to set forth terms and conditions under which the parties will cooperate in providing employment to students of the University who are eligible to participate in the Federal Work-Study (FWS) Program of the United States Department of Education.

III. PARTY DEEMED TO BE THE EMPLOYER

National American University is considered the employer for purposes of this Agreement. The University has the responsibility for determining that the student meets the eligibility requirements for employment under the Federal Work-Study Program and to refer students to interview for work in the Organization. The Organization will be able to select their FWS employees. The Organization's responsibilities shall include sufficient direction and supervision to enable the student to perform the assigned duties and determine that the student's performance is acceptable.

IV. WORK SCHEDULES

An acceptable work schedule will be decided upon between the Organization and the student(s). However, a student may not work more than 20 hours in any one week during periods of enrollment.

V. TERMINATION FROM WORK ASSIGNMENT

At any time, National American University may, at its own discretion or at the request of the Organization, terminate a student's FWS employment assignment.

VI. TRANSPORTATION OF THE STUDENTS

Transportation of students to and from their work assignments will be provided by the student, unless other arrangements are made by the Organization.

VII. PAYROLL DISBURSEMENTS AND PAYMENT OF EMPLOYER'S PAYROLL CONTRIBUTION

Compensation of students for work performed on a project under this Agreement will be paid by the University semi-monthly. The University will also make payment of the Organization's contribution under Workers' Compensation laws, federal Social Security laws, and other applicable laws at such time as such contributions are payable. Under this arrangement, the Organization will furnish time reports indicating the total hours worked each day by each student, his/her rate of pay (per hour), and his/her gross earnings. Such records shall be provided each payroll period and shall contain the supervisor's certification of hours reported and of satisfactory job performance.

VIII. REIMBURSEMENTS TO THE UNIVERSITY

At frequent intervals, the University will bill the Organization for its share of the amount paid and/or payable by the University on Part VII of this Agreement. This includes 25% of the hourly wage for public and private nonprofit organizations and 50% of the hourly wage for private for-profit organizations. In all cases, this includes 100% of FICA and Workers' Compensation. A student may not work more than the number of hours per week as indicated in the Authorization Form presented by the student (upon initial participation in the program with the Organization). Additionally, the student may not work more than forty (40) hours in any week during periods of non-enrollment (vacation) – provided the student has authorization to work. Cost for work done in excess of these limitations will be borne 100% by the Organization. The Organization will make payment to the University within ten days of receipt of the billing.

IX. WAGES

Students employed under the Federal Work-Study Program must be paid at least the current federal minimum wage and they must be paid for all hours worked. Students will be paid based on the established hourly rate.

Freshman	\$5.50 per hour
Sophomore	\$5.75 per hour
Junior	\$6.00 per hour
Senior	\$6.50 per hour

Should the Organization elect to pay more than the wage based on the above pay scale, 100% of that portion must be paid by the Organization.

Student wages may not be garnished for any debt other than the cost of attendance.

X. INJURY LIABILITY

The off-campus Organization is responsible for any injury(s) the student may receive while on the job. Federal Work-Study dollars may not be used to pay hospital and/or other such expenses. Proof of insurance must be provided to the University to cover any injuries the student might receive on the job.

XI. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

National American University is an Equal Opportunity/Affirmative Action employer and does not discriminate on the basis of color, race, handicap, creed, religion, national origin, age or sex. National American University complies with all federal laws and regulations regarding Affirmative Action and Equal Opportunity.

XII. FEDERAL REGULATIONS

Federal regulations state that a Federal Work-Study student may not replace a full-time employee.

Dated this _____ day of _____, 20_____.

ORGANIZATION

NATIONAL AMERICAN UNIVERSITY

By _____

By _____

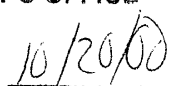
Title _____

Title _____

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE



Attorney



Date