

UNIVERSITY OF NEVADA, LAS VEGAS
MEMORANDUM OF AGREEMENT
WORK-STUDY PROGRAM FOR COLLEGE STUDENTS
(HIGHER EDUCATION ACT OF 1965-P.L. 89-329-TITLE IV, PART C, AS AMMENDED)

This agreement, made and entered into this ____ day of _____, 2009, between the University of Nevada, Las Vegas, hereinafter known as the "Institution," and _____ hereinafter known as the "Organization," (a Federal, State, or Local Public Agency) or (Private Non-Profit Organization), for the purpose of providing work to students eligible to participate in the Federal Work-Study Program. The Organization agrees not to discriminate in any way on the basis of race, color, creed, religion, national origin, disability, sexual orientation, age, or sex, except where sex or age is a bona fide occupational qualification. This agreement will terminate on the last day of June, 2010.

1. Schedules to be attached to this agreement from time to time, bearing the signature of an authorized official of the Institution and of the Organization, 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, and the average number of hours per week each student will be utilized. These schedules will also state the length of time of the employment period, the total percent, if any, of student compensation that the Organization will pay to the Institution, and the total percent, if any, of the cost of employers' payroll contribution to be borne by the Organization. (See SCHEDULES I AND II).
2. Students will be made available to the Organization by the Institution for performance of specific work assignments. Students may be removed from work on a particular assignment or from the Organization by the Institution, 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, natural origin, or sex and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (P.L. 92-318) and the Regulations of the Department of Health, Education, and Welfare which implements those Acts.
3. The Institution shall be deemed the employer for purposes of this agreement. The Institution has the ultimate right to control and direct the services of the students for the Organization. The Institution shall also determine that the students meet the eligibility requirements for employment under the Federal Work-Study Program and assign students to work for the Organization. The Organization's rights shall be limited to direction of the details and means by which the result is to be accomplished.
4. The Organization will be invoiced by the Institution for the Organization's share of student wages under the Federal Work-Study Program. Upon receipt of invoices, the Organization will provide reimbursement to cover the Organization's share of the compensation of students employed under this agreement. Compensation of students for work performed on a project under this agreement will be disbursed by the Institution.
5. In addition to the payment specified in paragraph four (4) above, at such times as are agreed upon in writing, the Organization will pay to the Institution an amount equal to any and all payments required to be made by the Institution under State or local workmen's compensation laws, or under Federal or State social security laws, or under any other applicable laws, on account of students participating in projects under this agreement.
6. The Organization will furnish to the Institution for each payroll period timesheets documenting each student's total hours worked each day of said period. The supervisor will attest to the satisfactory performance of the student employee and both the supervisor and student will certify the accuracy of the hours reported.

7. This agreement may be terminated by either party upon thirty (30) days written notice to the other. In the event of termination, any outstanding invoices shall be paid by the Organization to the Institution.
8. The Organization agrees to hold harmless the State of Nevada and the Regents of the University of Nevada and any of its officers or employees for any liability arising from work performed or not performed by students under this agreement.
9. The validity of this Contract, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the State of Nevada. If case action is brought on this Agreement, it is agreed that the venue of such action may lie in Clark County, State of Nevada, and each party agrees to submit to the personal jurisdiction of such court.

IN WITNESS WHEREOF, the parties hereto executed this agreement the day and year first above written.

Typed Name and Title of Authorized Organizational Representative Date

Signature, Authorized Organizational Representative Date

Norm Bedford, Director of Financial Aid and Scholarships Date
Financial Aid and Scholarships, Institutional Representative

SCHEDULE I
ATTACHMENT TO MEMORANDUM OF AGREEMENT
WORK-STUDY PROGRAM FOR COLLEGE STUDENTS

The Organization agrees to maintain accurate records of all hours worked by any individuals under the agreement and to complete the University of Nevada System Timesheet by indicating the hours worked on each day and the total hours for each pay period along with the signatures of the authorized organizational representative and the student employee.

The Institution will, if the above conditions are met, approve and cause official University payroll checks to be issued to said employees. These checks may be picked up by the employees at UNLV Payroll Services on the tenth and twenty-fifth day of each month.

The Organization agrees to pay the Institution 25 percent of the gross salary from the date of this agreement. The Organization agrees also to pay to the Institution the entire cost of the employer's share of employment insurance normally paid to the State Industrial Insurance System.

The Organization will reimburse the Institution upon receipt of monthly invoices for the Organization's share in the costs as described in paragraphs four (4) and five (5). (See MEMORANDUM OF AGREEMENT). Any monies earned prior to or succeeding the specified dates of employment and/or monies earned in excess of the Work-Study Award are the FULL responsibility of the Organization.

Organizational Representative Signature

Date

Norm Bedford, Director of Financial Aid and Scholarships

Date

SCHEDULE II
ATTACHMENT TO MEMORANDUM OF AGREEMENT
WORK-STUDY PROGRAM FOR COLLEGE STUDENTS

UNIVERSITY OF NEVADA, LAS VEGAS
Work-Study Job Description

AGENCY NAME: _____

SUPERVISOR: _____ PHONE #: _____

Business Address: _____
(Street Number) (City) (Zip Code)

Position Title: _____

Average Hours to be Worked Per Week: _____ Hourly Rate of Pay: _____

Provide a brief description of the work to be performed under this agreement:

Minimum Qualifications:

Organizational Representative Signature Date

Norm Bedford, Director of Financial Aid and Scholarship Date