**AMERICA COUNTS TUTOR AGREEMENT**

**THIS AGREEMENT** is entered into between the Board of Trustees of Western Michigan University, hereinafter known as the “Institution” and Arcadia Elementary, A Kalamazoo Public School, Hereinafter known as the “Agency,” for the purpose of providing work-study students eligible to participate in the College Work-Study Program.

The Agency shall provide a job posting request to the Institution, in writing and signed by an authorized official of the Agency, and set forth descriptions of the work to be performed by the students under this agreement, the total number of students to be employed, the average number of hours per week each student will be used and the length of time the project is expected to run.

In accordance with the requirements of the Work Study Program, work performed under this agreement must be in the public interest which 1) will not result in the displacement 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 group or non-partisan 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 in the public interest when 1) it is work for which the political support, affiliation, or affinity of the student is a prerequisite for 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 at large.

Students will be selected by the Institution and made available to the Agency for performance of specific work assignments. Students may be removed from work on a particular assignment, or from the Agency by the Institution, either on its own initiative or on the request of the Agency, with reasonable notice to each. Any background checks deemed necessary will be conduct by the Agency on all prospective employees and the Agency will assume all liability and responsibility for any such checks conducted. The Institution will not be responsible to pay for any part of the background check.

The Agency agrees there shall be no discrimination against any individual because of race, color, religion, national origin, disability, sexual orientation or ancestry and this will comply with all applicable civil rights laws and statutes including the Civil Rights act of 1964, Title IX and the regulations of the Department of Education.

For the purposes of this Agreement, the Institution shall have the final approval of placement of student with Agency. The Agency and Institution shall jointly agree to the details and means by which the student will perform the work assigned and shall work in coordination in this regard. The Agency is solely responsible for the safety and supervision of the student while the student is under the direction and supervision of the Agency.
The Institution will determine that students meet the eligibility requirements for employment under the Work-Study program. The Institution shall assign students to work for the Agency and the Agency will permit the Institution reasonable access to inspect the premises in which any student is working under this agreement and to review with the Agency the working conditions, duties and job requirements of all such students.

Compensation of students for work performed under this agreement will be made by the Institution directly to the student. To the fullest extent permitted by law, the Agency agrees to indemnify and hold the institution harmless for any and all claims resulting from activities of students working under this Agreement while under the direction of supervision of the Agency.

The Agency will be responsible for signing time reports, indicating total hours worked each week and containing the supervisor’s certification of the accuracy of the hours reported and of satisfactory performance on the part of the students.

The Agency will furnish the Institution such other information as may be necessary for the Institution to comply with the regulations of the Department of Education.

This Agreement shall take effect on July 1, 2020 and shall terminate on June 30, 2021 and may be extended by written agreement of the parties hereto.

Either party may cancel this agreement upon Thirty (30) days' written notice to the other party.

This agreement shall supersede any and all agreements between the Agency and the Institution regarding the mutual operations of the America Counts College Work-Study Program.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

AGENCY:
By: 
Name: 
Title: 
Date: 

INSTITUTION:
By: 
Name: Deveta Gardner
Title: Acting Director, Career Development and Academic Success
Date: 

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