

## Federal Work Study Program

## Federal Work Study Agreement

This agreement is entered into between CORNELL UNIVERSITY, herein called "Institution," and

herein called "Agency," a public/private nonprofit organization within the meaning of the term as defined in the regulations of the Department of Education, governing the Federal Work Study Program. For the purpose of providing work to students eligible to participate in the Federal Work Study (FWS) Program as established by the Economic Opportunity Act of 1964, Agency is a public/private nonprofit organization incorporated as such under laws of the state of New York and classified by the Internal Revenue Service as tax-exempt.

1. The Cornell student whose name appears on the subsequent Agency hiring addendum will be employed by the Institution and made available to the Agency for the performance of specified work assignments. The student may be removed from work on a particular assignment or from the Agency by the Institution, either on its own initiative or at the request of the Agency. Immediate termination from the Federal Work Study Program will be required if the student must withdraw from the University for any reason. Also, if the student's financial circumstances change and the student is not eligible for work study funds, removal from the program will be required.
2. The Institution shall be deemed the employer for purposes of this agreement. In communication with the Agency, the Institution has the right to control and direct the employment of the student. The Institution shall also determine if the student meets the eligibility requirements for employment under the Federal Work Study Program, assign the student to work for the Agency, and monitor the student's work performance in conjunction with the Agency. The Agency shall direct the details and means by which the result is to be accomplished and verify actual hours worked. All payments due as an employer's contribution under State, Local Workmen's Compensation laws under Federal or State Social Security laws, or under other applicable laws, will be made by the Institution.
3. The Institution's maximum liability for wages paid to students as directed by the Agency will range between 50%–75% of each student's Federal Work Study eligibility at the time the completed hiring addendum is returned to the Agency. The Agency and student shall be responsible for keeping track of the wages earned by the student to ensure that the student's Federal Work Study eligibility is not exceeded. The Agency is solely responsible for wages paid to the student that exceed the student's Federal Work Study eligibility. **See student's individual hiring addendum for maximum FWS eligibility earnings, hourly rate, and authorized wage subsidy amount under the terms of the contract.** *Note:* Nonregistered students employed for the summer pay period will have a 10.25% mandated benefit rate applied to the gross portion of wages for which the Agency is billed.
4. THE AGENCY WARRANTS THAT THE SITE WILL BE IN FULL COMPLIANCE WITH OSHA REGULATIONS AND AGREES TO INDEMNIFY AND HOLD THE INSTITUTION HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES INCLUDING BUT NOT LIMITED TO FINES, DEFENSE COSTS, EXPENSES, SETTLEMENTS, JUDGMENT CLAIMS, SUITS, AND OTHER ACTIONS OR PROCEEDINGS WHICH ARE BASED UPON OR IN ANY WAY ARISE OUT OF THE AGENCY'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS WITH OSHA REGULATIONS, LABOR LAWS OF THE STATE OF NEW YORK, THE FEDERAL GOVERNMENT, OR ANY OTHER PERTINENT LEGISLATIVE OR REGULATORY BODY.
5. Work performed under this agreement must be in the public interest. Public Interest is work performed for the welfare of the nation or community, rather than work performed for a particular interest or group, and is designed to improve the quality of life for community residents, primarily low-income individuals, or to solve particular problems related to their needs. Work is not "in the public interest" if it (a) primarily benefits the members of an organization that has membership limits, such as a credit union, a fraternal or religious order, or a cooperative; (b) results in the displacement of full-time workers; (c) involves construction, operation, or maintenance of a facility for sectarian instruction or religious worship; (d) involves any partisan or nonpartisan political activity or is associated with a faction in an election for public or party office; (e) is work for an elected official unless the official is responsible for the regular administration of federal, state, or local government; (f) is work as a political aide for any elected official; (g) takes into account a student's political support or party affiliation in hiring him or her; or (h) involves lobbying on the federal, state, or local level.
6. The Agency agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, creed, color, sex, physical handicap, 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 Title IX of the Higher Education Amendment of 1972, as well as other laws, regulations, and orders relating to discrimination which are applicable to the Agency.
7. The Agency certifies that it is a responsible organization with professional (nonstudent) supervision and staff, and the work performed by the student will be responsibly supervised and consistent with the approved job description.

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tion on file with the Institution. The Institution and student must be provided with a job description specific to each student that is hired. The Agency agrees to submit for review and approval any changes to the job description on file for the student and to promptly report directly to the Institution any accidents involving any injury to the student.

- 8. The student will be paid at an *hourly rate* agreed upon by the Agency and Institution in accordance with the job description. The rate of pay should be appropriate to the level of skill required in performing the duties as assigned. The Agency may elect to award merit increments to student employees. Merit increments may be awarded at a supervisor's discretion up to the annually established maximum for each academic year or summer employment period. Merit increments can be awarded at the beginning of each employment period or mid-academic year. A new job classification form may be required in some instances. It is not acceptable to base the wage rate on the student's need or any other factor not related to the student's skill or job description.
- 9. The student will be appointed to the University payroll once the required paperwork has been returned by the hiring agency and the student has received payroll training. The student will be paid through a normal payroll process upon submission of timesheets, signed by the

student and the supervisor whose name appears on the hiring addendum form. Supervisors are expected to review and verify the timesheet for accuracy and to ensure that it was completed properly. Students are required to submit timesheets in accordance with the biweekly University payroll schedule for the agreement period for which the student was hired. The Agency will retain the yellow copy of the student's timesheet for record-keeping purposes and possible monitoring by the Institution. It is the Agency's responsibility to contact the Community Work Study Program office if the student has not submitted timesheets to the supervisor for signing or if the student is no longer working. If anyone other than the student's supervisor will be signing the student's timecards, the Community Work Study Program must be notified in writing.

- 10. The Agency will be billed at the end of each academic or summer employment period during the agreement period for its share of the student's wages, and agrees to make payments payable to Cornell University within thirty days of receipt of the billing notice. *Late payments will affect an agency's ability to post jobs/hire students, and collection procedures may be enacted by the University.*
- 11. This agreement shall take effect on July 1 and shall terminate on June 30 of each year.

I certify that the agency is a (please check one):

- Public not-for-profit
- Private not-for-profit

and agrees to abide by all requirements listed above.

**AGENCY**

Fiscal officer's name (please print): \_\_\_\_\_

Fiscal officer's signature: \_\_\_\_\_ Date: \_\_\_\_\_

**If not already provided or if this is a new agency, please enclose with this form: A description of the position(s) your agency is offering; a Statement of Purpose; Objectives/Articles of Incorporation; and a copy of Federal Identification stamped "IRS."**

**UNIVERSITY USE ONLY**

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

Cornell University, Office of Financial Aid and Student Employment

