

THIS AGREEMENT, dated the **DATE**, entered into between **RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY** (hereinafter known as the “Institution”) and **ORGANIZATION** (hereinafter known as the “Organization”), (a public organization, private non-profit organization), for the purpose of providing work for students eligible to participate in the Federal Work Study Program (FWSP).

- I. Schedule 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 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 total length of time the project is expected to run, the total percent of student compensation that the Organization will pay to the Institution and the total percent of the cost of the employee’s payroll contribution to be borne by the Organization. The Institution will inform the Organization of the maximum number of hours per week a student may work.
- II. 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, religion, color, national origin, ancestry, age, sex, sexual orientation, handicap, marital status or veteran status, and that it will comply with all provisions of the Civil Right Act of 1964 (P.L. 88-352: 78 Stat. 252) and Title IX of the Educational Amendments of 1972 (P.L. 92-318) and the Regulations of the Department of Education which implement those Acts.
 - A. In accordance with the Federal Work Study Program Regulations, the Organization’s description of the work described in the attached schedules meets the following requirements:
 1. The work to be performed by students under this agreement is work in the public interest.
 2. Work to be performed by students under this agreement will not result in the displacement of employed workers, impair existing contracts for services, or will not fill positions that are vacant because the employer’s regular employees are on strike.
 3. Work to be performed by students under this agreement 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, and applicable Federal, State or local legislation.
 4. Work to be performed under this agreement will not involve political activity associated with a candidate or with a contending faction or group in an election for public or party office, and will not involve lobbying on the Federal level.
 5. Work to be performed under this agreement will not involve construction, operation, or maintenance of so much of any facility used, or to be used, for sectarian instruction or as a place for religion worship.
 - B. In accordance with the regulations governing the Federal Work Study Program, no student employed under this agreement will work more than twenty hours per week while classes or exams are scheduled or more than forty hours per week when classes or exams are not scheduled.
 - C. This agreement is to take effect on the **DATE**, and is to continue in force for the term of ONE YEAR provided, however, that either party may terminate this agreement by giving thirty (30) days notice of termination to the other party in writing sent by certified mail, return receipt requested, addressed to the Institution at Records Hall, Room 140, New Brunswick, New Jersey 08901 and the Organization at, **ADDRESS**.

- III. The Organization shall be deemed the employer for the purposes of this agreement and agrees to be responsible for providing New Jersey Worker's Compensation Benefits. It has the right to control and direct the services of the student, not only as the result to be accomplished, but also as to the means by which the result is accomplished. The Institution shall determine that the students meet the eligibility requirements for employment under the Federal Work Study Program, assign students to work for the Organization, determine that the students do perform their work in fact, and disburse the appropriate amounts to them.
- IV. Transportation for students to and from their work assignments will not be provided by either the Institution or the Organization.
- V. Compensation of students for work performed on a project under this agreement will be disbursed by the Institution and all payments due as an employer's contribution under State or Federal Social Security Laws, or under other applicable laws, will be made by the Institution.
 - A. At such times as are agreed upon in writing in a schedule to be attached to this agreement, the Organization will pay to the Institution an amount calculated to cover the Organization's share of the compensation of students employed under this agreement.
 - B. In addition to the payment specified in paragraph V-A above, at such time as is agreed upon in writing in a schedule to be attached to this agreement, the Organization will pay, by way of reimbursement to the Institution, or in advance, an amount equal to any and all payments required to be made by the Institution under Federal or State Social Security laws, or under any other applicable laws, on account of students participating in projects under this agreement.
- VI. The Organization will be responsible for the direct supervision of work performed and will maintain and make available to the Institution the names and qualifications of Organization supervisors. The Organization will also furnish to the Institution for each payroll period the following records for review and retention:
 - A. Time reports indicating the total hours worked each week and containing the supervisor's certification as to the accuracy of the hours reported and of satisfactory performance on the part of the students.
- VII. Organization covenants and agrees to fully protect, indemnify and save harmless Institution and its successors and assigns of and from any and all manner of liability, suits, actions, claims, demands, damages or expenses arising from or growing out of the employment of students under this agreement, including without limiting the generality of the foregoing, losses for damages to property or injury to persons.
- VIII. The terms of this contract are subject to change in accordance with any changes in the applicable Federal Work Study regulations.

IN WITNESS WHEREOF, the said parties have entered into this Agreement and caused it to be signed by their authorized representatives the day and year first above mentioned.

ORGANIZATION

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

By: _____
Date

By: _____
Director, Student Employment Date

Witness Date

Witness Date

SCHEDULE A

Federal Work Study Program – Off-Campus Contract Number: 170XXX

ORGANIZATION INFORMATION

Contract Date:

I. Please indicate what percent of your client base is low-income within:

The entire agency: _____ % The program/department where student would be working: _____ %

II. Please indicate whether your non-profit agency is: Public _____ Private _____

III. Individual responsible for interviewing and hiring students:

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email: _____

IV. Individual responsible for payment of bill (if different from above):

Name: _____

ORGANIZATION

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

By: _____ Date _____ By: _____ Date _____
Director, Student Employment

Witness Date _____ Witness Date _____

SCHEDULE B

Federal Work Study Program - **Off-Campus Number: 170XXX**
Repayment schedule for matching share of compensation and employer's share of Social Security
Payments expended by Rutgers, The State University of New Jersey and **ORGANIZATION**

Dated:

- I. **ORGANIZATION** agrees to reimburse RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY at the rate of 25% (twenty-five percent) of the total earned compensation paid to students working under the terms of this contract upon receipt of a bill to be rendered periodically for such amount, as specified in item V of the contract cited above.
- II. **ORGANIZATION** agrees to reimburse RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY for the employer's share of Social Security payments made on behalf of students working under the terms of this contract, as required by Federal and State Laws, upon receipt of a bill for such amount to be rendered periodically.
- III. Reimbursement paid by **ORGANIZATION** to RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY in fulfillment of the obligations cited above shall be made in legal currency of the United States of America or bank draft or check valid for payment of the full amount of reimbursement in legal currency of the United States of America. Bank draft or check shall be made payable to Rutgers, The State University of New Jersey and presented to the Office of the Treasurer of Rutgers, The State University of New Jersey.

ORGANIZATION

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

By: _____
Date

By: _____
Director, Student Employment Date

Witness Date

Witness Date