

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

This agreement is entered into between Wentworth Institute of Technology and

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This agreement is effective from 9/1/ \_\_\_\_\_ to 8/31/ \_\_\_\_\_.

Here-in-after known as the "Agency" (pursuant to title 1, Part C of the Federal Economic Opportunity Act of 1964 as amended) for providing work to students eligible to participate in the Federal Work Study Program.

Name and address of administering body/organization:

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Organization Phone (Primary): \_\_\_\_\_

Organization Fax (Primary): \_\_\_\_\_

Organization Website: \_\_\_\_\_

Please provide the following information for at least one primary contact, and if possible a secondary contact. This person(s) should be the person(s) who will be in direct contact/supervision of federal work study community service students.

**Primary Contact**

Name: \_\_\_\_\_

Title/position: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Secondary Contact**

Name: \_\_\_\_\_

Title/position: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

A.  A public non-profit organization  Federal;  State;  County;

City;  Town;  Other

B.  A private non-profit organization

1. Wentworth Institute of Technology agrees to use its best efforts to make eligible students available to the Agency for performance of specified work assignments upon the conditions herein set forth by signed authorizations only. Wentworth Institute of Technology further agrees to use its best efforts to provide capable students, but in no event shall be liable for their acts of commission or omission.

2. Wentworth Institute of Technology shall be deemed the employer for purposes of this agreement

a) Wentworth Institute of Technology has the ultimate right to control and direct the services of the student for the Agency. It shall also determine that the students meet the

eligibility requirements for employment under the Federal Work-Study Program; assign students to work for the Agency, and determine that the students do perform their work in fact. The Agency's right shall be limited to the direction of the details and means by which the result is to be accomplished.

- b) Wentworth Institute of Technology shall pay the compensation to the students for the work performed, and shall make any required income tax withholdings and all payments due as an employer's contribution under State or Local Workman's Compensation Laws, under State of Federal Social Security Laws, or under any other laws applicable to such employees.
  - c) Wentworth Institute of Technology agrees that it will pay 100% of the total earned wages of each student employed under this agreement.
3. It is agreed that neither Wentworth Institute of Technology nor the Agency shall have any obligation either to provide transportation for students to and from their work assignments or compensation in lieu thereof.
4. It is agreed that Wentworth Institute of Technology either on its own initiative or at the request of the Agency shall have the right and power to remove students from work on a specified work assignment, and that the students themselves upon reasonable notice have the right to terminate employment.
5. The Agency agrees that Wentworth Institute of Technology shall supply students to work for it under the following conditions:
- a) The work is to be performed for a public or private non-profit organization.
  - b) No student shall be denied work or subject to discrimination or different treatment on the grounds of race, color, sex, or national origin, and to this end the Agency agrees that it will comply with the provisions of the Civil Rights Act of 1964 or amendments thereto and the regulations of the Department of Health, Education, and Welfare which implements the Act.
  - c) The Agency shall have the obligation to provide for adequate and responsible direct supervision of the work performed by students, shall provide proper working conditions and permit authorized representatives of Wentworth Institute of Technology to inspect said working conditions if Wentworth Institute of Technology elects to do so. The Agency agrees to maintain and make available to Wentworth Institute of Technology the names of Agency supervisors authorized to sign student compensation time sheets, and to provide Wentworth Institute of Technology with a record of hours worked bi-weekly by each student as attested to by an authorized official of the agency.
  - d) No student shall perform work which: will result in the displacement of employed workers of the Agency or impair its existing contracts for services; involves political activity or work for any political party; which involves the construction or maintenance of any facility used, or to be used, for sectarian instruction as a place of religious worship.
  - e) The Agency agrees that it will be responsible for following the established procedures and policies of Wentworth Institute of Technology as they may be changed or amended at any time by the sole action of Wentworth Institute of Technology with respect to the following:
    - 1. The recording of hours worked
    - 2. The changing of job functions or conditions

- 3. The terminating of students
- 4. The changing of wage rates
- 5. The due dates for all forms, records, reports or information on or about the Federal Work-Study Program.

- f) In the conduct of its general activities and the performances of any work by students, the Agency agrees to comply with any and all applicable laws, ordinances, and regulations of any governmental body, whether Federal, State, or Municipal.
- g) The Agency agrees not to hold Wentworth Institute of Technology responsible for any and all claims for property damage or personal injury or otherwise that may result directly or indirectly from the acts or omissions of the student employees while under the direction, supervision, or control of the Agency.

6. The Agency agrees to the following:

- a) During an academic year the Agency should not expect to employ the student more than 16 hours per week during any week in which classes are held. Students should not be employed for more than 16 hours per week without prior permission from the Wentworth Institute of Technology Financial Aid Office.
- b) Students can only be paid for hours actually worked, and may not be paid for lunch, vacation, holiday, sick days, or other hours not actually worked. When a student's accumulated gross earnings meet his/her Federal Work-Study Award, (s)he must stop working under this agreement.
- c) Interruption from educational training will result in a student's discharge from participation in the Federal Work-Study program.

7. Before this agreement is entered into, the Agency must provide Wentworth Institute of Technology with official materials describing the Agency and its functions, as well as a photocopy of the Agency's notification of non-profit status, (IRS form L - 178).

This agreement may be terminated at any time by Wentworth Institute of Technology or the Agency upon provide two weeks prior written notice to the other party.

**THE FOREGOING ARE MUTUALLY AGREED UPON BY:**

\_\_\_\_\_  
School

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date