

FEDERAL WORK-STUDY PROGRAM

AGENCY COPY

This AGREEMENT, made this eighth day of September, 2009, is entered into between BARNARD COLLEGE, an educational corporation under the laws of the state of New York, hereinafter referred to as the "Institution," and _____ (agency name) a non-profit or Government agency per the regulations of the U.S. Department of Education governing the Federal Work-Study Program, hereinafter referred to as the "Agency."

WHEREAS, the Institution and the Agency desire to enter into an agreement pursuant to Title IV, Part C of the Higher Education Act of 1965 (P.L. 89-329) as amended, and the regulations of the Department of Education applicable thereto, in order to promote, foster and develop the program of providing employment and work experience to students eligible to participate in the Federal Work-Study Program and to enjoy the mutual benefits arising from said program: and

WHEREAS, the Agency will benefit directly from its participation in the said program: and

WHEREAS, the said program will benefit the public welfare,

NOW, THEREFORE, it is mutually agreed to as follows:

FIRST: The Agency hereby agrees to provide employment for students duly certified by the Institution and accepted by the Agency. Schedules to be attached to this Agreement from time to time, bearing the signature of an authorized official of the Agency and of the Institution, will set forth the type of work to be performed by the students under this Agreement, the hourly rate of pay, the total number of hours per week the students may work, and the total length of time the students are to be employed.

SECOND: Students will be made available to the Agency by the Institution for performance of specified 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 at the request of the Agency. The Agency will remain responsible for its portion of the compensation earned by any duly certified student until it informs the Institution and such students in writing of its intention and reasons for termination from the Federal Work-Study Program. The Agency agrees that no student will be denied work or be subject to different treatment under this agreement on the grounds of race, creed, color, sex, national origin, age, sexual orientation or disability. It further agrees 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 (Pub. L.92-318) and the regulations of the Department of Education which implement those Acts.

THIRD: Transportation for students to and from their work will not be provided by the Agency or the Institution.

FOURTH: The Institution shall be deemed the employer for purposes of this Agreement and shall disburse the compensation payable to students under this Agreement, subject to the following terms and conditions:

1. The Agency shall pay to the Institution forty percent (40%) of the gross compensation payable to each student and shall supply the College every two weeks with a list of the students performing services during the particular period, showing the number of hours worked by each student and a statement as to the satisfactory performance of the assigned jobs. Salaries will be paid only for hours actually worked, as the project does not include payments for sick leave, vacation days or holidays.

2. The Agency shall pay to the Institution, in addition to payments called for under "1" above, amounts necessary to cover its percentage of worker's compensation, public liability insurance, social security, and other charges (if any) required by law on student payrolls. The Institution shall advise the Agency as to the additional amount required for such payroll overheads, but the Agency shall not be required to pay for such purpose a total greater than 7.65% of the student payrolls actually expended on the project. Special insurance coverage, such as fidelity bonding, if required, shall be at the expense of the Agency and the cost thereof is not within the 7.65% overhead ceiling as provided above.

3. The Agency shall make its remittance payable to "Barnard College" on a bi-weekly basis, upon receipt from the Institution of a statement of gross compensation payable to its students for the corresponding period.

4. No payment shall be required to be made to students under this Agreement until the Institution receives corresponding remittance from the Agency.

5. The Institution shall withhold and remit such taxes and take other such measures as are the responsibility of the employer under applicable Federal, state and local laws.

FIFTH: The Agency will be responsible for the supervision of work performed by students participating in any project under this Agreement, and will make available to the Institution the names and locations of Agency supervisors. The Agency will permit the Institution, from time to time as it may request, to inspect the premises in which any student is working under this Agreement, and will review with the Institution the working conditions, job requirements, and the performance of the student.

SIXTH: Work to be performed under this Agreement will not result in the displacement of employed workers or impair existing contracts for services; and must not involve the construction, operation or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship. Further, no project may involve political activity or work for any political party.

SEVENTH: No student shall perform work on any project under this Agreement for more than an average of fifteen (15) hours per week during any academic period while classes in which she is enrolled are in session, or for more than forty (40) hours in any other week, or as may otherwise be provided under applicable Federal law and regulations.

EIGHTH: The Agency shall indemnify and hold harmless the Institution, its officers, employees, and agents from any and all liability, suits, actions, claims, damages or expenses arising out of or resulting from the placement and/or work of any student associated with the Federal Work-Study Program.

NINTH: This Agreement shall take effect September 8, 2009 and shall terminate May 14, 2010.

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

BARNARD COLLEGE

(Agency /Department Name)

By _____

By _____

(Title)

FEDERAL WORK-STUDY PROGRAM

CAREER DEVELOPMENT COPY

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BARNARD COLLEGE

(Agency /Department Name)

By _____

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