

**Agreement for Participation
in the Federal Work-Study Program
America Reads/America Counts
2018-2019**

1. This agreement is entered into between **Smith College**, hereinafter known as the “Institution,” and _____, hereinafter known as the “Organization,” a (Federal, State, or local public agency), (private nonprofit organization), (strike one), for the purpose of providing work to students eligible for the Federal Work-Study Program [FWS].
2. Schedules to be attached to this agreement from time to time must be signed by an authorized official of the institution and the organization and must set forth—
 1. brief descriptions of the work to be performed by students under this agreement;
 2. the total number of students to be employed;
 3. the hourly rates of pay (\$11.50); and
 4. the average number of hours per week each student will be used.

These schedules will also state the total length of time the project is expected to run, the total percent, if any, of student compensation that the organization will pay to the institution, and the total percent, if any, of the cost of employer’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.

3. Students will be made available to the organization by the institution to perform 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, color, national origin, or sex. It further agrees that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. 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.
4. The institution is considered the employer for purposes of this agreement. It has the ultimate right to control and direct the services of the students for the organization. It also has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work-Study Program, to assign students to work for the organization, and to determine that the students do in fact perform their work. The organization’s right is limited to direction of the details and means by which the result is to be accomplished. Further, the Organization is responsible for selecting the student employee from among the eligible applicants. The Organization will assure proper working conditions and will comply with all Federal, State, and Municipal laws, ordinances and regulations relating to employment. The Organization agrees to assume all risks and hazards incidental to the above employment and hereby releases and holds harmless Smith College from any loss or any liability which may arise out of the above employment.
5. Under this agreement, work provided by the Organization must be work in the public interest and must not result in the displacement of employed workers or impair existing contracts for services. The work will be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in the light of such factors as type of work performed, geographical region, and proficiency of the employee; and must not involve political activity or work for any political party. Further, no project may involve the construction, operation or maintenance of so

much of any facility used, or to be used, for sectarian instruction or as a place for religious worship.

6. The Organization 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 and job requirements of such students.
7. In addition to the payment specified in paragraph #7, above, if the Organization will pay, at the same time, by way of reimbursement to the Institution, an amount equal to any and all payments required to be made by the Institution under State and local Workmen's Compensation laws, or under Federal or State Social Security laws, or under any other applicable laws, on behalf of students participating in projects under this agreement.
8. Compensation of students for work performed on a project under this agreement will be administered by the institution, which shall be deemed the employer of the student and all payments due as the employer's contribution under State or local Workmen's Compensation laws, under Federal or State Social Security laws, or under other applicable laws, will be handled by the institution.
9. While the Institution will be deemed the employer of students participating in any project under this agreement, 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 provide to the Institution a record of hours worked bi-weekly by each student and whether the student's work has been satisfactory. The Organization's representative must approve the hours through the Institution's BannerWeb system. Fringe benefits such as paid sick leave, vacation pay, and holiday pay may not be included in determining the federal share.
10. The above agreement is contingent upon the award of Federal funds to Smith College. In the event a grant is not made, neither party will be under any obligation.
11. This agreement may be terminated at any time by the Institution or by the Organization upon two weeks' prior notice to the other party.

Authorized Organization Representative

Authorized College Representative

Name/Title

Valerie Schumacher
Name

Organization Name

Student Employment/Fund Coordinator
Title

Address

Date