

Wilmington College Off-Campus Work-Study Agreement

This agreement is entered into between Wilmington College, hereinafter known as the “Institution,” and _____, hereinafter known as the “Organization,” a (Federal, State, or local public agency), (private nonprofit organization), for the purpose of providing work to students eligible for the Federal Work-Study Program [FWS].

In accordance with the requirements of the federal program, work to be performed under this agreement must be work in the public interest which,

1. will not result in the displacement of employed workers or impair existing contracts for services;
2. does not involve the construction, operation, or maintenance of any facility that is used or is to be used, for sectarian instruction or as a place for religious worship and does not involve any partisan or non partisan political activity associated with a candidate or contending faction or group in an election for public or party office.

Further, no work shall be considered to be in the public interest where

3. work for which the political support, affiliation, or affinity of the student is a prerequisite or consideration for employment;
4. or it is work to be performed for an elected official rather than as part of the regular administration of federal, state, or local government.

A job description and schedule must be attached to this agreement and 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, and
- 4 the average number of hours per week each student will be used.

With respect to this agreement, no student shall perform work on any project for more than an average of ten (10) hours per week during fall and spring semesters.

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.

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 perform their work in fact. The organization's right is limited to direction of the details and means by which the result is to be accomplished.

The organization is considered the employer for purposes of this agreement. It has the right to Control and direct the services of the students, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished. The institution is limited to determining whether the students meet the eligibility requirements for employment under the Federal Work-Study program, to assigning students to work for the organization, and to determining that the students do perform their work in fact.

Compensation of students for work performed on a project under this agreement will be Disbursed at times agreed upon with student based on the time reports indicating the total hours worked each week in clock time sequence and containing the supervisor's certification as to the accuracy of the hours reported.

For any reasons, this agreement may be terminated at any time by the "Organization" or the "Institution" upon two weeks prior written notice to the other party.

This agreement shall supersede any and all prior agreements between the "Institution" and the "Organization" regarding the mutual operation of a work-study program under the provisions of the College Work-Study Program.

Wilmington College

Organization

Authorized Officer

Authorized Officer

Title

Title

Date

Date