

# COLUMBIA UNIVERSITY

IN THE CITY OF NEW YORK

FEDERAL WORK-STUDY PAYROLL

## FEDERAL WORK-STUDY AGREEMENT

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is entered into between the Trustees of Columbia University in the City of New York ("University") and \_\_\_\_\_

\_\_\_\_\_ ("Agency"), a public or private, non-profit organization within the meaning of that term as defined under Title I, Part C, of the Economic Opportunity Act of 1964, Public Law 88-452, as amended, and has been amended by the Higher Education Act of 1965, Public Law 89-329, Public Law 92-318 and the Educational Amendments of 1976, Public Law 94-482, the Educational Amendments of 1980, Public Law 96-374, and the Higher Educational Amendments of 1986, Public Law 102-325, the Higher Education Amendments of 1992, Public Law 99-498, hereinafter referred to as the "Agency", to provide work to eligible students participating in the Federal Work-Study Program.

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) will be governed by such condition 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; (3) does not involve the construction, operation or maintenance of so much of any facility as is used, or is to be used, for sectarian instruction or as a place for religious worship; and (4) does not involve any partisan or nonpartisan 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 (1) it is work for which the political support, affiliation, or affinity of the student is a pre-requisite or consideration for employment; (2) it is work to be performed for an elected official other than as part of the regular administration of federal, state, or local government; or (3) it is work for a membership agency (such as a credit union, a fraternal order, or a cooperative) which is primarily for the benefit of the members of such organizations rather than the public.

As a part of this agreement, students may not perform work on any project in excess of their certified Federal Work-Study eligibility. If a student's eligibility is earned before the end of a term-time or summer program, they must be removed from the Federal Work-Study payroll.

The University, when assigning students, will inform the Agency of the maximum number of hours per week a student may work during the summer or other period of non-regular enrollment. The University agrees to use its best efforts to make eligible students available to the Agency for the performance of specified work assignments upon the conditions herein set forth. The University further agrees to use its efforts to supply students of proper capability but in no event shall be liable to the Agency for their acts of commission or omission.

Students will be made available to the Agency by the University for performance of specific work assignments. Students may be removed from work on a particular assignment or from the Agency by the University, either on its own initiative or at the request of the Agency.

The Agency shall not illegally discriminate against any student on any grounds including race, color, national or ethnic origin, religion, sex, age, handicap, or veteran status, and to this end, the Agency shall comply with the law including provisions of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments of 1972, and Rehabilitation Act of 1973, and the regulations promulgated thereunder.

**Complete and sign Agreement (date and agency name on p. 1, sign on p. 2) and the Organization Description Form. Mail or FAX to:**  
Department of Field Education, Columbia University School of Social Work, 1255 Amsterdam Ave., New York, NY 10027 FAX 212-851-2330

Site \_\_\_\_\_

The Agency shall have the obligation to provide for adequate and responsible direct supervision of the work performed by students, provide proper working conditions and permit the University to inspect the premises if it elects to do so. It agrees to maintain and make available to the University the names of Agency supervisors authorized to sign student time sheets, and to provide the University with a record of hours worked weekly by each student as attested to by an authorized official of the Agency.

The Agency agrees that it will be responsible for following the established procedures and policies of the University as they may be changed or amended at any time by the sole action of the University with respect to the following: the recording of hours worked; the changing of job functions or conditions; the terminating of students; the changing of wage rates; and the due dates for all forms, records, reports, or information on or about the Federal Work-Study Program.

In the conduct of its general activities and the performance 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.

Transportation for students to and from their work assignments will not be provided by either the University or the Agency.

The University shall be deemed the employer for purposes of this agreement. It 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 the employment under the Federal Work-Study Program, assign students to work for the Agency, that the University shall pay the compensation to the students for work performed, and that the University shall make any required income tax withholdings and shall make all payments due as an employer's contribution under State or local Worker's Compensation laws, under State or Federal Social Security laws, or under any other laws applicable to such employees. The Agency's right shall be limited to direction of the details and means by which the result is to be accomplished.

The School of Social Work will make regular payments to the University covering the legal portion of the students' payroll for the months employed. This agreement requires the School of Social Work to contribute 25% of the student's hourly salary. Bi-weekly, the Agency shall supply the University with time sheets for students performing services during that 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 lunchtime, sick leave, vacations or holidays.

This agreement shall take effect **July 1, 2009**, and shall terminate **May 31, 2012**. Either party may terminate this Agreement upon 30 days written notice to the other party.

**The Trustees of Columbia University  
in the City of New York**

\_\_\_\_\_  
\_\_\_\_\_  
*Name of Agency*

By \_\_\_\_\_  
*Signature of Authorized Officer*

By \_\_\_\_\_  
*Signature of Authorized Officer*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Print Name*

Date \_\_\_\_\_

Date \_\_\_\_\_

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## ORGANIZATION DESCRIPTION

(please print or type; a PDF fill-in form version is available at <http://www.columbia.edu/cu/ssw/field/forms/>)

AGENCY NAME: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

WEB SITE URL: \_\_\_\_\_

**In a brief statement, please describe the agency's function(s):**

**Type of Agency**    Governmental     Federal     State     Municipal

Private Not-For-Profit (must submit a copy of 501-C3 letter from IRS)

Other—please explain: \_\_\_\_\_

**Does the agency have a Federal Work-Study agreement with another college/university?**

No     Yes    School name: \_\_\_\_\_

Contact person: \_\_\_\_\_

**This form was prepared by**    Signature \_\_\_\_\_

Name (print/type) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Site \_\_\_\_\_