

**Institutional Work-Study Program
Contract Agreement
Name of Institution**

Note on the Template: This agreement is designed to be used between a campus center (and/or Bonner Program) and community partner agency, school, or organization that hosts students involved in Federal Work Study. For school-based positions, some institutions execute the agreement with a school district. This template may help to formulate language and agreements with key partners. Should you choose to adapt this agreement, you should consult with your Work Study administrators, Risk Management and other appropriate offices. You will want to check and modify the dates. You will also need to incorporate any other program specific language required by the site, funder, program (such as AmeriCorps), etc. It is based on a model used by Maryville College with its Blount County School District.

This agreement is entered into between ***Name of Institution*** and ***Name of Organization*** (the Organization), located in ***City, State*** for the purpose of providing work to students eligible for the Federal Community Service Work-Study Program (FWS).

The Organization is a public or private non-profit organization incorporated as such under state law and classified by the Internal Revenue Service as tax-exempt.

It is hereby agreed as follows:

1. ***Name of 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.
2. ***Name of Institution*** is responsible for paying each student for all work performed for the Organization until the student's earning limits are met. It is understood by both parties that the student's net earnings are limited to the amount specified in the College's financial aid package as the employment: period of time covered by a financial aid package is ***July 1 through June 30 [modify dates]*** of any year. The Organization shall accept responsibility of payment for all time worked over and above the authorized FWS work award amount as agreed upon prior to employment.
3. Work performed under this agreement must be in a public interest that (1) will not result in the displacement of employed workers; (2) does not involve the construction, operation, or maintenance of a facility for sectarian instruction or religious worship; and (3) does not involve any political activity associated with a candidate in an election for public or party office.
4. Students may be removed from work on a particular assignment or from the Organization by the ***Name of Institution***, either on its own initiative or at the request of the Organization. Immediate termination from the College Work-Study Program will be required if a student must withdraw from the College for any reason. Also, if a student becomes ineligible for work-study funds, for any reason whatsoever, removal of the student from the program will be required. The Organization shall be responsible for payment for any work performed by a student after the Organization is notified of that student's termination from the program.

5. **Name of Institution** and the Organization agree that no student will be denied work on the basis of age, gender, race, color, national origin, or disability. The Organization further agrees that it will comply with the provisions of the Civil Rights Act of 1964, the Higher Education Amendments Act of 1992, and the Regulations of the Department of Education which implement those Acts.
6. The Organization warrants and agrees that student work sites will be in full compliance with all applicable OSHA regulations in effect during the period of student employment, and agrees to indemnify and hold the College harmless from and against any and all liabilities that are based upon or arise out of any OSHA violations occurring at the work site.
7. **Name of Institution** will provide Workers Compensation Insurance coverage for any injuries a student receives on the job. The Organization agrees to promptly report directly to **Name of Institution** any accidents involving any injury to a student.
8. An agreement shall be executed between **Name of Institution** and the Organization which will set forth a description of the work to be performed by each student, the rate of pay, the total hours of work to be performed, and the average number of hours per week that each student will work. It is understood between the parties that no student may work more than twenty (20) hours per week while attending school and the average hours per week a student normally works is 3-4, depending on organizational need, college budgets, and earning limits.
9. This contract may be terminated by either party upon thirty (30) days written notice.

IN WITNESS THEREOF, the parties hereto have signed and sealed this agreement on this **[add date and year]**.

Name of Institution (City, State)

By: _____ Title: _____

ORGANIZATION: Name of Institution _____

By: _____ Title: _____

ORGANIZATION: Name of Organization _____

Credits:

This form template was developed by the Bonner Foundation, with input from the Bonner 2020 Working Group, drawing on an example provided by Maryville College (Tennessee).