**AGREEMENT**

This agreement is entered into between Soka University of America, 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 [FWS] Program.

Job description and schedule to be attached to this agreement 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 work.

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.

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 that implement those acts.

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.

**WITNESSETH**

WHEREAS, Institution has applied for a grant by the U.S. Commission of Education pursuant of Part C (Work-Study Programs) of Title IV of Higher Education Act of 1965, as amended to stimulate and promote the part-time employment of students, who are in need of earnings from such employment to pursue courses of study at institutions of higher education such as Institution.

WHEREAS, Organization is in a position to utilize the services of such students.

NOW, THEREFORE, the parties hereto agree to follow:

1. Organization shall utilize the services of students furnished by the institution who are eligible to participate in the Work-Study Program and who are qualified and acceptable to Organization. The specific services to be performed by said students and the rate of compensation therefore are set forth on the attached Schedule, which is incorporated herein.
2. The work performed by such students shall be in the public interest and shall not:
   1. Displace employed workers or impair existing contracts for neither services nor the filling of vacant positions created by strikers.
   2. Involve any partisan or non-partisan political activity or work for any political party.
   3. Involve the construction, operation or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.
   4. May not involve any lobbying on the Federal or State level.
3. Organization agrees to:
   1. Reasonably supervise the services of students participating in the Work-Study Program and permit reasonable inspection by a representative of the Institution.
   2. Make a report to Institution of time worked by students participating in the Work- Study Program semi-monthly.
   3. Not allow a student to average more than twenty (20) hours per week during which classes are in session, and not more than forty (40) hours per week during vacation periods in any one academic term.
   4. Notify the Institution in writing of the date and reason for the termination of any Work-Study student.
   5. Not allow the student to begin work until the employment process has been completed with the Office of Financial Aid.
4. The services and benefits of Organization which involve the work of such students shall be available to all persons regardless of race, color, creed, sex, age or national origin. No student shall be denied participation in the Work-Study Program because of race, color, creed, sex, age or national origin.
5. The Institution and Organization agree as follows:
   1. Institution shall be responsible for damage caused by the negligence of its officers, agents and employees occurring in the performance of this agreement.
   2. Organization shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this Agreement.
6. The Institution will be responsible for the payment of the student’s wages who are legitimately employed on the FWS program.
7. This agreement shall be subject to the availability of funds to the Institution for the portion of the student’s compensation not to be paid by Organization. It shall also be subject to the provisions of Part C (Work-Study Programs) of Title IV of the Higher Education Act of 1965, as now amended, or from time to time amended, and shall be subject to regulations implementing said legislation.
8. This Agreement may be canceled by either party in writing if there is a failure to comply with the provisions of this Agreement.
9. This Agreement shall terminate on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unless sooner terminated and shall be subject to extension by the mutual agreement of the parties hereto in writing.

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

|  |
| --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of SUA Manager, Office of Financial Aid Date |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature of Organization’s Authorized Official Date |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name and Title of Authorized Official |

***EMPLOYER INFORMATION***

The purpose of the *Federal Work-Study Program* is to expand part-time employment opportunities for eligible students who demonstrate financial need and to help meet their educational expenses. The Federal Government and Soka University of America (SUA) have provided funds to the Office of Financial Aid to enable SUA to create these job opportunities.

Through this program, students gain valuable work experience. Whenever possible, the student’s placement will be in the area of the student’s educational objectives.

You are eligible to participate in the *Federal Work-Study Program* if:

**You comply with Title VI and VIII of the Civil Rights Acts of 1964 and Title IX of Education Amendments of 1972.**

**You are classified as a non-profit Organization**. In order to be considered non-profit, an Organization must be incorporated as such under State Law. If the Internal Revenue Service classifies you as a tax-exempt Organization, you are acceptable.

**Work performed is in the public interest**. The services to be provided by students in their employment with Organizations off-campus must be of broad benefit to the population at large in order to be considered in the public interest.

**Displacement of Regular Workers is prohibited**. Work-study employment must not result in the displacement of employed workers or impair existing contracts for services.

**Religious Involvement is prohibited**. Work-study positions must 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. The particular position to which the student is assigned must not involve in any way the sectarian instruction or the religious activities of an Organization.

**Political Involvement is Prohibited**. Work provided under the *Federal Work-Study Program* must not involve any partisan or non-partisan political activity.

**Dues and Fees are Prohibited**. NO employer, whether public or private, may solicit or permit to be solicited from any student: (1) fees; (2) dues of any kind; (3) compensation of any kind; (4) a commission of any kind; (5) a gift or gratuity of any kind as a condition or prerequisite for a student’s employment.

**Contract Agreement Must is Completed and Approved**. All non-profit, non-political, non-religious Organizations will receive a *Federal Work-Study* Agreement to be completed and returned to the Institution within 14 days. Students will not be compensated for hours worked prior to the approval of the Agreement by the Office of Financial Aid.

Agencies eligible to use students under this program include almost any public (Federal, State, County or Municipal) office, agency, or program of any private, non-profit service Organization, agency, program or corporation.