

## LESLEY UNIVERSITY

29 Everett Street  
Cambridge, MA 02138

**2018-2019**

### **OFF-CAMPUS FEDERAL WORKSTUDY AGREEMENT**

This agreement is entered into between Lesley University and \_\_\_\_\_, herein after known as the "Agency" for the purpose of providing work to students eligible to participate in the Federal Work Study Program. This agency is (please check one):

A Public Agency:  federal  state  county  city  town  other: \_\_\_\_\_

A Private Non-Profit Agency

Schedules to be attached to this agreement as needed, bearing the signature of an authorized official of Lesley University and of the Agency, will set forth brief descriptions of the work to be performed by students under this agreement, the total number of students to be employed, the average and total number of hours per week each student will be utilized, the hourly wage to be paid to each student, and the total amount of earnings for which each student is eligible. Any or all of these may be changed upon written agreement between Lesley University and the Agency. Furthermore, the parties agree to the following:

1. The work is to be performed in a public or private non-profit agency.
2. The work shall not result in the displacement of employed workers or impair existing contracts for services.
3. The work does not involve the construction, operation, or maintenance of any facility that is to be used for sectarian instruction or as place for worship. Further, no project may involve political activity or work for any political party.
4. The work will be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as type of work performed, geographical region, and the experience of the employee. The Agency agrees to comply with all appropriate federal and state laws regarding discrimination and sexual harassment.
5. The work performed by the student will, whenever possible, be related to his or her educational objectives and/or career interest.
6. The student cannot utilize Federal Work-Study funding at the same time that the student is earning academic credit for his or her work. The student will not be paid Federal Work-Study funding for an internship.
7. Transportation for students to and from their work assignments will not be provided by either Lesley University or the Agency.
8. The Agency shall have the obligation to provide adequate and responsible direct supervision of the work performed by the students, and provide proper working conditions. Lesley University will have the right to make reasonable inspection of the Agency's premises and to require the Agency to answer promptly in writing reasonable inquiries to determine that the student's employment and working conditions are consistent with this contract, applicable federal and state law, and the purpose of the Federal Work Study Program.
9. The student will be assigned an hourly wage rate (mutually set by Lesley University and the Agency) which will be appropriate and reasonable in terms of the work performed, and her proficiency and prevailing wage rates within the community, but in no case less than the current applicable minimum wage law. Based on limited federal funding and an established salary scale, the Lesley University Financial Aid Office reserves the right to give final approval of all student wage rates.

10. Both parties agree to notify each other of any changes affecting the student's eligibility or employment.
11. The Agency agrees to maintain and make available to Lesley University the names of Agency supervisors authorized to sign student compensation time cards. The Agency will submit, bi-weekly, a list of hours worked by each student, as attested to by an authorized official of the Agency. Forms will be supplied by Lesley University.
12. Both the Agency and Lesley University have the right to specify that students work less than the following maximum hours based on student availability, job requirements or funding:

During the academic semester, the Agency may not expect to employ the student more than 20 hours during any week in which there are classes. While the law permits exceptions to the above, Lesley University students may not be employed more than 20 hours a week without prior permission from the Financial Aid Office at the College.

During academic vacation periods, students may be employed up to but not to exceed 37.5 hours per week.

13. The students will be paid bi-weekly by Lesley University based on the established hourly rate and the number of hours worked. The Agency will pay, by the way of reimbursement to the College, an amount equal to **25 percent** of the student's compensation. The Agency is required to complete the "Off-Campus Billing Worksheet" prior to the student starting and forward the worksheet to Lesley University along with a check for 25% of the students' projected earnings for the academic year. Failure to provide this paperwork and payment can delay or deny the student from being paid. At the end of the academic year, the students' actual earnings will be reviewed, and the Agency will be reimbursed for any overpayment, or billed for any underpayment.
14. Students will be made available to the Agency by Lesley University for specific work assignments by signed authorization only. Those authorizations will also state the total length of employment, hourly rate of pay, and the total percent of student compensation that the Agency will pay Lesley University.
15. Lesley 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 employment under the Federal Work Study Program, determine that the students do perform their work in fact, and disburse the appropriate salary to them. The Agency's rights should be limited to direction of the details and means by which the result is to be accomplished.
16. The Agency will be responsible for complete payment to Lesley University students when the students work over and above their Federal Work Study Program award allotment, indicated on the Work Authorization Form signed by the Lesley University Student Employment Coordinator, Agency Supervisor, and Lesley University work study student.
17. The Agency will be responsible for providing Worker's Compensation coverage to the student.
18. To the extent authorized by the law, the Agency shall indemnify, hold harmless and defend Lesley University, its officers, agents and employees against any and all claims and liability for workers' compensation benefits by students working for the Agency under this agreement, which arise within the course and scope of the students' employment for the Agency, and against all liability, claims, losses, demands or actions for injury to or death of persons or damage to property arising out of or in consequence of this agreement provided such liability, claims, losses, demands or actions for injury to or death of persons or damage to property are due to the acts or omissions of the Agency, its officers, agents, or employees in the performance of this agreement.

- 19. The Agency must provide Lesley University with a photo-copy of the IRS notification of non- profit/tax exempt status.
- 20. Students may be removed from the work on a particular assignment or from the Agency by Lesley University, either of its own initiative or at the request of the Agency.
- 21. This agreement will remain in effect until the end of the 2018-2019 academic year, unless renewed by the parties. This agreement may be terminated by mutual consent, or by 30 days written notice if either party fails to comply with its provisions.
- 22. All Correspondence concerning this program should be directed to:

Lesley University Office of Financial Aid  
 ATTN: Student Employment Coordinator  
 29 Everett Street  
 Cambridge, MA 02138

**For Lesley University:**

\_\_\_\_\_  
 Director of Financial Aid

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Student Employment Coordinator

\_\_\_\_\_  
 Date

\*\*\*\*\*

**For the Agency:**

Name of Agency:

\_\_\_\_\_

Name of Supervisor:

\_\_\_\_\_

Title:

\_\_\_\_\_

E-mail Address:

\_\_\_\_\_

Bills should be addressed to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_