

Harvard University Federal Work-Study Program
86 Brattle Street • Cambridge, MA 02138 • (617) 495-2585

AGREEMENT WITH OFF-CAMPUS AGENCY IN THE PRIVATE SECTOR

This agreement is entered into between the President and Fellows of Harvard College (otherwise known as Harvard University) referred to hereinafter as the "Institution," and

(Name of Agency) _____,

hereinafter known as the "Agency." The Agency shall be a private for-profit organization in accordance with 34 CFR 675.26 (b), thereunder governing the Federal Work-Study Program.

This agency is: (check if appropriate)

1.) A private for-profit organization

1. The Institution 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 by signed authorities only. Authorizations must be revised for each academic year and for the summer program. The Institution further agrees to use its best efforts to provide capable students but in no event shall be liable for their acts of commission or omission.
2. The Institution shall be deemed the employer for the purposes of this agreement.
 - a) The Institution 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, and determine that the students do perform their work in fact. The Agency's right shall be limited to direction of the details and means by which the result is to be accomplished.
 - b) The Institution shall pay the compensation to the students for the work performed, and the Institution 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 Laws, or under any other laws applicable to such employees.
3. It is agreed that neither the Institution nor the Agency shall have any obligation either to provide transportation for students to and from their work assignments or compensation in lieu thereof.
4. It is agreed that the Institution either on its own initiative or at the request of the Agency shall have the right and power to remove students from work on a specified work assignment, and that the students themselves upon reasonable notice shall have the right to terminate employment.
5. The Agency agrees that the Institution shall supply students to work for it upon the following conditions with which it agrees to comply:
 - a) The work performed is to be academically relevant to the student.
 - b) No student shall be denied work or be subject to discrimination or different treatment on grounds of race, color, national origin, or sex. And to this end the Agency agrees that it will comply with the provisions of the Civil Rights Act of 1964 or amendments thereto and Title IX of the Education Amendments of 1972, and the regulations of the Department of Education implementing the said statutes.
 - c) The Agency shall have the obligation to provide for adequate and responsible direct supervision of the work performed by students, shall provide proper working conditions and permit the Institution to inspect the premises if it elects to do so. It agrees to maintain and make available to the Institution the names of Agency supervisors authorized to sign student record hours worked weekly by each student as attested to by an authorized official of the Agency.
 - d) No student shall perform work which will result in the displacement of employed workers of the Agency or impair its existing contracts for services, or which will fill jobs that are vacant because the regular employees of the agency are on strike, or which will involve political activity or work for any political party, or which involves sectarian instruction of other religious activities of a church, or which involves 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 of religious worship.
 - e) The Agency agrees that it will be responsible for following the established procedures and policies of the Institution as they may be changed or amended at any time by the sole action of the Institution with respect to the following:
 - i. the recording of hours worked;
 - ii. the changing of job functions or conditions;
 - iii. the terminating of students;
 - iv. the changing of wage rates;
 - v. the due dates for all forms, records, reports, or information on or about the Federal Work-Study Program.
 - f) 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.

- g) The Agency agrees to indemnify and hold harmless the Institution from and against any and all claims for property damage or personal injury or otherwise that may result directly or indirectly from the acts or omission of the student employees while under the direction, supervision or control of the Agency.

6. Number of Hours:

- a) During an academic semester, the Agency should 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 provided that the semester average does not exceed 20 hours per week, Harvard University students should not be employed for more than 20 hours a week without prior permission from the Work-Study Office at the University.
- b) During the summer vacation and other regular vacation periods, students may be employed up to but not exceeding 40 hours a week. This is not intended to limit the rights of the student or Agency in the matter of employment for additional hours or periods of time for which compensation is to be paid from sources other than Work-Study funds.
- c) The Agency will be responsible to certify the number of hours worked by, and amounts to be paid to, the student on a weekly basis. Institution will provide the Agency with a statement of hours worked, as reported by the student, and amounts to be paid, and an official of Agency shall certify that such hours and amounts are correct or make any needed corrections by written reply delivered to Institution not later than 12:00 p.m. on the Monday following the Friday receipt of the email.

7. In consideration of the work performed by the students made available to it by the Institution, the Agency agrees to make the following payments for the Institution:

- a) By way of reimbursement an amount equal to fifty (50%) of the total wages of each student employed under this agreement to be paid by the Agency on a monthly basis unless an alternative written billing arrangement has been made beforehand between the Agency and the Institution.
- b) By way of reimbursement an amount equal to any and all payments required to be made by the Institution under State of Local Workers' Compensation Laws, under Federal or State Security Laws, or such other laws on behalf of or with respect to students of the Institution participating in projects under this agreement. (This amount ordinarily equals approximately 8.00% of the total wages earned.) *This amount, known as the fringe benefit amount, is set to 9.9% for the 2023 fiscal year.
- c) The payment provisions set forth in 7 a) and 7 b) above may be varied by the prior written agreement of the Agency and the Institution.

8. The Institution and Agency agree that:

- a) A brief description of the work to be performed by students on specified projects;
- b) The estimated number of students to be employed;
- c) The maximum hourly rates of pay for each as established by the Institution;
- d) The estimated number of hours per week utilized for each student;
- e) The estimated length of time for completion of the project
- f) The total percent of the non-Federal share of student compensation to be paid by the Agency to the Institution in accordance with paragraph (7) hereof, shall all be set forth and defined in job Description Schedules attached to this agreement from time to time and shall be as legally binding on the parties hereto as if originally incorporated in this agreement, provided that they are signed by authorized officials of both parties hereto.

9. This agreement may be terminated at any time by the Institution or the Agency upon written notice to the other party.

10. This agreement is the sole Federal Work-Study Program agreement between the Institution and the Agency. Upon signing of this agreement, all other agreements, either expressed or implied are rendered null and void.

By: _____
Authorized Officer, Harvard University Work-Study Office Date

By: _____
Authorized Agency Officer Date

Position in Agency

Agency Name: _____

Agency Address: _____

Telephone: _____

Website: _____

