

UNIVERSITY OF MARYLAND
Federal Work-Study (FWS) Student Employment Program
Participation Agreement for Private/Public Non Profit Organizations

Pursuant to Title IV, Part C (Federal Work-Study Program) of the Higher Education Act of 1965, Public Law 89-329. (As amended by the Higher Education Amendments of 1992 and the Higher Education Technical Amendments of 1993), the University of Maryland, Baltimore Student Financial Aid, hereinafter referred to as the Institution and _____ hereinafter referred to as the Organization, agree to participate in the Federal Work-Study Community Service Program under the terms, conditions and provisions hereinafter stated:

This agreement shall supercede any and all prior agreements between the Institution and the Organization regarding the operation of a work-study program under the provisions of the FWSP. This agreement may be terminated at any time by mutual agreement or upon 30 days written notice by either party to the other. Upon termination of the agreement, any outstanding monies owed by either the Institution and/or the Organization for service rendered, must be paid in full in accordance with the sated in this agreement.

ORGANIZATION INFORMATION

Legal Name of Organization

Office Address (Street Address)

City

State

Zip

Telephone Number

Fax Number

Work Site Address (if different from above)

Office Address (Street Address)

City

State

Zip

Telephone Number

Fax Number

Date of Incorporation (MM/DD/YY)

ORGANIZATION CLASSIFICATION

The Organization certifies that it is:

_____ a government agency, if so,

_____ Federal _____ State _____ County _____ Town

_____ a public, non-profit organization

_____ a private, nonprofit organization structured to serve the general public and classified as tax exempt by the Internal Revenue Service (501-C3).
NUMBER _____

_____ other (please specify) _____

ORGANIZATION MISSION STATEMENT

(Please provide a brief statement of the structure and role of the organization).

ORGANIZATION RESPONSIBILITIES

The Organization agrees that work to be performed under this agreement by qualified students, as determined by the Institution will:

qualify as direct, hands-on work with specified client population.

be in the public interest for a public or private non-profit organization.

not result in displacement of a permanent full-time employee or impair existing contracts for service.

be governed by such conditions of employment, as will be appropriate and reasonable in light of such factors as the type of work performed, geographical region and proficiency of employee.

not involve the construction, operation or maintenance of so much of any facility as is used for sectarian instruction or as a place of worship.

not involve any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election or party office.

Not be considered to be in public interest where:

It is work for which the political support, affiliation or affinity of the student is a prerequisite or consideration for employment.

It is work to be performed for an elected official other than as part of the regular administration of Federal, State, or Local government.

It is work for a membership organization (such as a credit union, a fraternal order, or a cooperative which is primarily for the benefit of the members of such organization, rather than public).

It is further agreed that the Organization will:

Not discriminate on the grounds of sex, race, age, color, national origin, or disability and will comply with the provisions of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, and Section 504 of the Rehabilitation Act of 1983.

Permit upon request by the Institution, inspection of the premises in which any student is working under this Agreement, and will review with the Institution the working conditions and job requirements of all such students.

Be responsible for supervision of work performed by students participating in any project under this Agreement.

Provide professional direction and staff to assure that the work to be performed is responsibly supervised and is consistent with the purposes of the Act, and is in compliance with local, state, and federal labor laws and regulations.

Have at least one full-time employee supervise FWS student employees.

Abide by the information provided in each student's authorization and employment contract (and any subsequent written notification), with respect to the amount of the award and dates of employment.

Maintain a complete and accurate written job description for each FWS CSP position offered to FWS program staff for review and authorization prior to the recruitment and placement of FWS student employees.

Maintain written records for each student employee, including time and attendance records, and provide the Institution a record of hours worked by each student employee biweekly according to assigned deadlines as set by the Institution.

Terminate a student's employment or agree to assume 100 percent of the hourly wage rate when his/her accumulated gross earning reach his/her total FWS award amount.

Reimburse the Institution for any costs or expenses incurred by the Institution resulting from the Organization's failure to comply with any applicable federal or state law with respect to students' employment under this Agreement.

Submit all required correspondence and documentation to:

Office of Student Financial Aid
University of Maryland, Baltimore
660 W. Redwood Street, Room 021
Baltimore, MD 21201
Attention: Yvette M. Washington, Work Study Coordinator

INSTITUTION RESPONSIBILITIES

It is agreed that the Institution shall be responsible for 90% and the Organization shall be responsible for 10% of the total gross compensation to students employed under this agreement. The Institution will be responsible for disbursing 100% compensation for hours worked, and will bill the organization 10% of the total gross compensation earned for the academic year. The Institution will be responsible for billing the Organization at the conclusion of each academic semester, and the Organization will be responsible for rendering monies owed within 60 days of receipt of this statement.

In addition, the Institution shall:

Conduct an inspection of the premises in which any student is working under this Agreement

Advise and assist the Organization with regard to the aspects and regulations of the FWS CSP.

Determine that the student meets the eligibility requirements for employment under the program and authorize students to work for the Organization.

Compensate students on an hourly basis for hours worked, as documented on UMB official timesheets (signed by the supervisor and submitted on time as required by the Institution). Disbursal of compensation will be made by the Institution.

Notify the Organization of the total FWS award amount, hourly pay rate, total hours available to work, and beginning and ending dates of employment for each employed student.

Have the right and power to require the student to terminate employment when he/she ceases to be eligible for participation in the program.

Reserve the right to obtain documentation from the Organization which may include, but not limited to, proof of non-profit status confirming the Organization's eligibility for participation in the FWS CSP.

ORGANIZATION / INSTITUTION RESPONSIBILITIES

It is agreed by both parties that:

FWS funds may not be used to pay students for work of more than 40 hours per week. During periods of enrollment, students cannot have more than 20 hours of work per week. Students can work up to 40 hours a week when classes are not in session. **UNDER NO CIRCUMSTANCE MAY A STUDENT RECEIVE PAYMENT FROM FEDERAL WORK-STUDY FUNDS IN EXCESS OF 20 HOURS PER WEEK WHILE SCHOOL IS IN SESSION. IN ADDITION, ALL MONIES EARNED IN EXCESS OF EACH STUDENT'S AWARD AMOUNT MUST BE COMPENSATED BY THE ORGANIZATION.**

EMPLOYER STATEMENT OF UNDERSTANDING & SIGNATURES

I have read the above agreement and agree to adhere to all policies and procedures of the Federal Work-Study Program as provided by the Office of Student Financial Aid. I understand that failure to follow these guidelines may result in a loss of FWS employee assistance.

Further, I agree to discontinue employment of each FWS student employee upon depletion of their respective award amount and agree to assume 100% of accumulated gross earnings for all student employees continuing work beyond this point.

It is understood that the signing of this agreement by the parties does not enable the organization to commence employment of eligible students until:

The agreement has been accepted by the Institution.

A Federal Work-Study Certification has been completed for each student employee.

Signature of Authorized
Organization Official

Signature of Federal Work-Study Program
Coordinator

Print / Typed Name

Print / Typed Name

Date

Date