



# Community Work Study Program Agreement

## UNIVERSITY AS PAYMASTER

This agreement is entered into between CORNELL UNIVERSITY, herein called the "Institution," and \_\_\_\_\_ herein called "Agency," a public/private nonprofit organization within the meaning of the term as defined in the regulations of the Department of Education, governing the Federal Work Study Program. For the purpose of providing work to students eligible to participate in the Federal Work Study (FWS) Program as established by the Economic Opportunity Act of 1964; "Agency" is defined as a public/private nonprofit organization incorporated as such under the laws of the State where said Agency resides and classified by the Internal Revenue Service.

1. The Institution shall be deemed as "Paymaster" and the Agency will be deemed as "Employer" for the purposes of this agreement. In communication with the Institution, the Agency has the right to control and direct the employment of the student. The Institution shall determine if the student meets the eligibility requirements for employment under the Federal Work Study Program, approve the student to work for the Agency, and monitor the student's work performance in conjunction with the Agency. The Agency shall direct the details and means by which the result is to be accomplished and verify actual hours worked. The Agency, as Employer, also agrees to cover all students in its employ for Workers' Compensation Insurance up to the Statutory limits prescribed by the State where the work is performed and to report any accidents involving an injury to the Agency's Worker's Compensation Insurance carrier.
2. The Cornell student(s) whose name(s) appear(s) on the subsequent Agency Hiring Addendum will be employed by the Agency for the performance of specified work assignments. The Institution shall act as a Paymaster and shall compensate students for work actually performed pursuant to the program upon receipt of the time sheet submitted by the student and approved by the supervisor at the Agency. A student may be removed from work on a particular assignment from the Agency by the Institution either on its own initiative or at the request of the Agency. Immediate termination from the Federal Work Study Program will be required if a student withdraws, takes a leave, or graduates from the University. In these instances, there may be a required charge back of wages earned through the Federal Work Study Program. Also if a student's financial circumstances change and the student is no longer eligible for Work Study funds, removal from the program will be required.
3. The Institution's maximum liability for wages paid to students as directed by the Agency will be a pre-determined percentage of each student's Federal Work Study eligibility at the time the completed Hiring Addendum is returned to the Agency. The Agency supervisor(s) and student(s) shall be responsible for documenting the wages earned by each student to ensure that the student's Federal Work Study eligibility is not exceeded. The Agency is solely responsible for wages paid to the student that exceed the student's Federal Work Study eligibility. (See student's individual Hiring Addendum for maximum FWS eligibility earnings, hourly rate, and authorized wage subsidy amount under the terms of the contract).
4. THE AGENCY AGREES TO HOLD THE INSTITUTION HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, INCLUDING, BUT NOT LIMITED TO FINES, JUDGEMENTS, CLAIMS, SUITS, AND OTHER ACTIONS OR PROCEEDINGS WHICH ARE BASED UPON OR RISE OUT OF THE AGENCY'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS.
5. The Agency must provide the institution a certificate of insurance evidencing the following: Commercial General Liability Insurance which shall insure against claims for Bodily Injury, Property Damage, Contractual Liability, Advertising Injury and Products-Completed Operations in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate. Umbrella/ Excess Liability on an occurrence basis and that applies excess of the required underlying general liability, policy in an amount not less than \$5,000,000 each occurrence. Certificates of insurance shall evidence that Cornell University, its trustees, officers, directors, agents, representatives and employees are included as additional insureds.
6. The Agency shall release, defend, indemnify, and hold harmless Cornell and its trustees, officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable attorney fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person(s), or property, arising out of services provided under this Agreement or the Agency failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary right. Cornell reserves the right to retain whatever funds which would be due Agency under this Agreement until such suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished.
7. Work performed under this agreement must be in the public interest. "Public interest" is work performed for the welfare of the nation or community, rather than work performed for a particular interest or group, and is designed to improve the quality of life for community residents, primarily low-income individuals, or to solve particular problems related to their needs. Work is not "in the public interest" if it (a) primarily benefits the members of an organization that has membership limits, such as a credit union, a fraternal or religious order, or a cooperative; (b) results in the displacement of full-time workers; (c) involves construction, operation, or maintenance of a facility for sectarian instruction or religious workshop; (d) involves any partisan or non-partisan political activity or is associated with a faction in an election for public or party office; (e) is work for an elected official unless the official is responsible for the regular administration of federal, state, or local government; (f) is work as a political aide for any elected official; (g) takes into account a student's political support or party affiliation in hiring him or her; or (h) involves lobbying on the federal, state, or local level.
8. The Agency agrees that no student will be denied employment or subjected to different treatment under this agreement on the basis of any legally prohibited discrimination involving, but not limited to, such factors as race, color, creed, religion, national or ethnic origin, sex, sexual orientation, gender identity or expression, age, disability, or veteran status. The Agency will also comply with the provisions of the Civil Rights Act of 1964, and Title IX of the Higher Education Amendments of 1972, as well as other laws, regulations and orders relating to discrimination, which are applicable to the Program or Agency.

9. The Agency certifies that it is a responsible organization with professional (non-student) supervision and staff, and that the work performed by the student(s) will be directly supervised and consistent with the approved job description on file with the Institution. The Institution and student(s) must be provided with a job description specific to each student that is hired. The Agency agrees to submit for review and approval any changes to the job description on file for a student and to promptly report directly to the Institution any accidents involving any injury to the student. The Agency agrees to conduct a comprehensive new hire orientation including proper safety training, policies and procedures.
10. Transportation for students to and from work will not be provided by the Agency or the Institution.
11. The student will be paid at an hourly rate agreed upon by the Agency and Institution in accordance with the job description. The rate of pay should be appropriate to the level of skill required in performing the duties as assigned. Students are not entitled to paid holiday or vacation time. Students are eligible for New York State paid sick leave that will be paid by the institution.
12. If a flex place work arrangement is offered by the Agency, it is recommended that the employer of record consult with the employee regarding tools and equipment needed for the position. The Paymaster does not conduct site visits in a flex place work arrangement.
13. The student(s) will be appointed to the University (whose role is Paymaster) payroll once the required paperwork has been returned by the hiring Agency. The student(s) will be paid through a normal payroll process upon submission of timesheets through the Workday payroll system and approved by the designated supervisor. Supervisors are expected to review and verify the timesheet for accuracy via Workday. Students are required to submit timesheets in accordance with the biweekly University payroll schedule for the agreement period for which the student was hired. Supervisor time sheet approvals through Workday are required. Failure to approve student's time may result in loss of employer eligibility. It is the Agency's responsibility to contact the Community Work Study Program office if the student is no longer working.
14. The Agency will be billed at the end of each academic or summer employment period during the agreement period for its share of the student's wages, and agrees to make payments to Cornell University within thirty days of receipt of the billing notice. Late payments will affect an agency's future participation in the Community Work Study Program and its ability to post jobs and hire students. The Agency agrees that the University may enact collection procedure.
15. This agreement shall take effect on July 1, 2021, and shall terminate on June 30, 2022, to coincide with the Institution's fiscal year.

**To be completed by Agency:**

I certify that we are a (check one):

Public nonprofit agency (local, state, or federal affiliate)

Private nonprofit agency

and agrees to abide by all requirements listed above.

**AGENCY**

Fiscal officer's name (please print) \_\_\_\_\_

Fiscal officer's signature \_\_\_\_\_ Date \_\_\_\_\_

*If not already provided or if this is a new agency, please enclose with this form: A description of the position(s) your agency is offering; a statement of purpose; objectives/articles of incorporation; and a copy of Federal Identification stamped "IRS".*

**UNIVERSITY USE ONLY**

Authorized signature \_\_\_\_\_

Date \_\_\_\_\_