



MIT
PUBLIC SERVICE CENTER

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**Massachusetts Institute of Technology
Community Service Work-Study Program
Agreement with Off-Campus Agency**

This agreement (the "Agreement") is entered into between the Massachusetts Institute of Technology, on _____, 20__, hereinafter referred to as the "Institution" and

(Name of Agency)_____

hereinafter known as the "Agency." The Agency shall be a public or private non-profit organization or a government agency qualified under the Economic Opportunity Act of 1964 as amended, and regulations thereunder governing the Federal Work-Study Program (the "Program").

The Agency is: (check those appropriate)

_____ 1) A public organization

If so, mark which: ___ Federal ___ State ___ County ___ City ___ Town ___ Other

(Name and address of administrating body)

_____ 2) A private non-profit organization

1. The Institution shall be deemed the employer for the purposes of this Agreement.
 - a) The Institution shall have the ultimate right to establish the work assignment of the student (the "Assignment") for the Agency, including, but not limited to, any limitations in schedule and scope. The Institution shall also confirm that the students meet the eligibility requirements for employment under the Program, assign students to work for the Agency, and monitor the students' Assignment obligations. The Institution shall provide written authorization to the Agency for each student assigned to work for the Agency under the Program prior to the inception of each student's Assignment.
 - b) The Institution shall pay the compensation to the students for the work performed under the Assignment, deduct any required income tax withholdings and make all payments due as required of employers, under workers' compensation laws, Social Security regulations, or any other laws applicable to such employees.
 - c) The Institution shall maintain for the duration of the Agreement and, prior to the commencement of the Assignment, furnish evidence of the following types and limits of insurance: i) workers' compensation, statutory limits; ii) professional liability, \$1,000,000 per claim, \$3,000,000 aggregate.
2. It is agreed that neither the Institution nor the Agency shall have any obligation either to provide transportation for the students to and from their Assignments or compensation in lieu thereof.

3. It is agreed that the Institution either on its own initiative or at the request of the Agency shall have the right to remove students from their Assignments, and that students themselves, upon reasonable notice, shall have the right to terminate employment.
4. The Agency agrees that the Institution shall allow students to work for the Agency upon the Agency's compliance with the following conditions:
 - a) The Assignment is to be performed for a public or private non-profit organization.
 - b) No student shall be denied work or be subject to discrimination or different treatment on the grounds of race, color, or national origin, 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 Amendment of 1972, and the regulations of the Department of Health, Education and Welfare implementing the said statutes.
 - c) The Agency shall not allow a student to begin his/her Assignment for the Agency prior to the receipt of written authorization from the Institution. If the Agency allows a student to work prior to receiving such authorization, the Agency will be responsible for 100% of the student's total earned wages.
 - d) The Agency shall provide to the student: i) adequate orientation and training required for the performance of the Assignment and compliance with all applicable Agency policies and Laws (as hereinafter defined); ii) appropriate direct supervision of the students while performing their Assignments; and, iii) proper working conditions. The Agency shall permit the Institution to inspect the premises where the student is expected to perform the Assignment if it elects to do so. Such inspection or failure to inspect shall not be construed as the assumption of an obligation by the Institution or relieve the Agency of its duty to provide a safe and proper work environment for the student.
 - e) The Agency agrees to submit timesheets to the Institution on a weekly basis. Timesheets that are submitted more than one month late, may become 100% billable to the Agency, at the Institution's sole discretion. The Agency agrees to maintain and make available to the Institution the names of Agency supervisors authorized to sign students' weekly timesheets as attested to by an authorized representative of the Agency.
 - e) No student shall perform work which will result in the displacement of employed workers of the Agency or impair its existing contracts for service, or which will involve political activity or work for any political party, or which involves sectarian instruction or other religious activities such as church, or the construction, operation or maintenance of any facility that is used, or to be used, for sectarian instruction or as a place of religious worship.
 - f) 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 from time to time, at the sole discretion of the Institution, with respect to the following:
 1. Recording hours worked, executing and submitting timesheets;
 2. Changing job functions or conditions;
 3. Termination of students;
 4. Rate changes;
 5. Due dates for all forms, records, reports, or information regarding the Program.
 - g) 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 (the "Laws").
 - h) The Agency agrees to indemnify, defend 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 omissions of the student employees while under the direction, supervision or control of the Agency, unless such claims arise from the willful misconduct or reckless behavior of the students.

- i) The Agency shall maintain for the duration of the Agreement and, prior to the commencement of the Assignment, furnish evidence of the following types and limits of insurance: i) commercial general liability, \$1,000,000 per occurrence/aggregate; and, ii) professional liability, to include employment practices liability, \$1,000,000 per claim, \$3,000,000 aggregate.

5. 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 weekly work limitation provided that the semester average does not exceed 20 hours per week, Massachusetts Institute of Technology ("MIT") students should not be employed for more than 20 hours a week without prior written permission from the MIT Student Financial Services Office.
- b) During the summer vacation and other regular vacation periods, students may be employed up to but not exceeding 40 hours a week. This provision 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.

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

- a) With the exception of students employed under the America Reads Program during the academic year, called ReachOut by MIT, reimbursement of twenty-five (25) percent of the total earned wages of each student employed under this Agreement, is 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. The amount will be due within 30 days of the date of the invoice submitted by the Institution to the Agency. Students employed under the America Reads Program are fully paid by the federal government, under the Federal College Work Study Program, for the period of September through May of each academic year.
- b) Reimbursement of any and all payments required to be made by the Institution under workers' compensation laws, Social Security regulations, or such other laws requiring employer contributions on behalf of or directly to students by the Institution as a result of their participation in Assignments under this Agreement. Such amounts are 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.
- c) The payment provisions set forth in Paragraphs 6 a) and 6 b) above may be amended by the prior written agreement of the Agency and the Institution.
- d) If the Agency defaults on any of its reimbursement obligations required hereunder, the Institution may declare the entire unpaid amount of the outstanding reimbursement immediately due and payable without further notice to the Agency. For purposes of this Paragraph, "default" means the Agency's failure to make a payment when it is due. If the Agency is in default, the Institution may commence legal action to seek recovery for any and all outstanding reimbursements. The Agency agrees to pay all expenses, including reasonable attorneys' fees and collection costs which the Institution may incur in seeking recovery for such reimbursement defaults. The Agency understands that if the Agency defaults on its reimbursement obligations under this Agreement, the Institution may disclose that the Agency has defaulted, along with other relevant information, to credit bureau organizations.
- e) Should any of the provisions of this Agreement be rendered invalid, in whole or in part, by any change in applicable law or regulations, or be declared invalid by order, decree or judgment, of a court or government agency of competent jurisdiction, the remaining provisions of this Agreement shall not be

affected thereby, and this Agreement shall be construed as if such invalid provisions had not been inserted in this Agreement or as if the new law or regulations were incorporated therein.

7. The Institution and the Agency agree that the following information shall all be set forth and defined in Job Descriptions attached to this Agreement from time to time, and shall be legally binding on the parties hereto as if originally incorporated in this Agreement, provided such schedules are signed by authorized representatives of both parties hereto:
 - a) a brief description of the Assignment;
 - b) the estimated number of students to be employed;
 - c) the maximum hourly rates of pay for each job as established by the Institution;
 - d) the estimated length of time for the completion of the Assignment; and
 - e) the total percent of non-Federal share of student compensation to be paid by the Agency to the Institution in accordance with Paragraph (6) hereof,

8. Termination.

This Agreement may be terminated at any time by the Institution or the Agency upon thirty (30) days' written notice to the other party.

9. Notices

Any and all notices, consents, or directives by either party intended for the other in respect to this Agreement shall be deemed to have been given if sent by (A) registered or certified mail, return receipt requested, with postage prepaid, three (3) days after deposit, or (B) nationally recognized overnight courier with receipt of delivery, the following business day, to the following address, unless either party shall have designated a different address by serving written notice of change of address on the other party by registered or certified mail or overnight courier service:

To Institution:

Massachusetts Institute of
Technology Attn: Director, Priscilla
King Gray Public Service Center
77 Massachusetts Avenue
Building 4-104
Cambridge, MA 02139

To Agency:

With a copy to
Massachusetts Institute of Technology
Attn: Assistant Director, Student Financial Aid & Employment,
77 Massachusetts Avenue
Building 11-320
Cambridge, MA 02139

All payments sent to MIT shall be delivered to Massachusetts Institute of Technology, Student Employment, 77 Massachusetts Avenue, Building 11-320, Cambridge, Massachusetts 02139

10. This Agreement is the sole Federal College 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.

