

Illinois Institute of Technology

Federal Work-Study (FWS) Student Employment Program Community Service Agency Participation Agreement

THIS AGREEMENT, entered into this _____ day of _____, 200__, by and between Illinois Institute of Technology, an Illinois not for profit corporation and institution of higher education ("IIT"), and _____, a Federal, State or local public agency, or a private nonprofit organization, incorporated in or authorized to do business in Illinois ("Organization") agree to participate in the Federal Work-Study Community Service Program (the "Program") under the terms, conditions and provisions hereinafter stated.

This Agreement shall supercede any and all prior agreements between IIT and the Organization regarding the operation the Program under the provisions of the Federal Work-Study Program as established by the United States Department of Education. 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 IIT and/or the Organization to the other for services rendered, must be paid in full in accordance with this Agreement.

ORGANIZATION INFORMATION

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 _____ City
- _____ 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).
TAX IDENTIFICATION NUMBER _____
- _____ other (please specify) _____

ORGANIZATION MISSION STATEMENT

(Please provide a brief statement of the structure and role of the organization. Attach a separate sheet if necessary).

In consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which the parties acknowledge, IIT and the Organization agrees to the following terms and provisions:

ORGANIZATION RESPONSIBILITIES

The Organization agrees as follows:

To ensure that the work performed by qualified IIT students is “community service”. Community service includes performing jobs that are designed to improve the quality of life, especially for low income persons and for persons with disabilities. Such jobs include, but are not limited to, health care, child care, literacy training, education, welfare, social services, service opportunities or youth corps, transportation, housing, safety, crime prevention and control, mentoring, tutoring, counseling, legal assistance, recreation and support services with students for disabilities.

To utilize the services of students qualified to participate in the program referred to it by IIT.

To complete, on the attached form, a job description and rate of pay for each position, which form must be agreed upon by the parties prior to the start of employment by the designated student.

To not discriminate on the grounds of sex, race, age, color, national origin, or disability and to 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.

To ensure that the hiring of any qualified IIT student will not result in displacement of a permanent full-time employee or impair existing contracts for service.

To ensure that the designated student's conditions of employment comports with all applicable laws and is appropriate and reasonable in light of such factors as the type of work performed, geographical region and proficiency of employee.

To ensure that hat the work performed by IIT students will not involve the construction, operation or maintenance of any facility that is used for sectarian instruction or as a place of worship.

To ensure that the work performed by IIT students does not involve any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election or political party office.

To notify IIT in writing of any changes affecting the student's employment.

To complete all payroll documents required by IIT so as to enable IIT to generate paychecks for the designated IIT students.

To assign work duties to IIT students, that are, to the extent possible, related to each individual student's educational objectives and schedule IIT students for no more than 20 hours per week or the maximum hours allowed by the program.

To pay, in the event that the student's earnings exceed the amount allotted by the Program, and upon written notification from IIT that a student's work study funds have been exhausted, 100 percent of the student's wages earned in excess of said amount allotted by the Program.

It is further agreed that the Organization will:

Supervise in reasonable manner the work performed by the student(s);

Maintain a daily record of the hours worked by each student on a form designed by IIT for that purposes;

Submit to IIT's designated office, on the appropriate form and within the time limit specified by IIT, all payroll information required by IIT;

Make available, upon request by the Department of Education or other Federal or State agency personnel, its payroll records for students paid under this Agreement for audit purposes;

Provide a written evaluation of the performance of each student on an annual basis or upon termination of employment.

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

Submit all required correspondence and documentation to:

Illinois Institute of Technology
10 West 33rd Street, Room 101
Chicago, IL 60616
Attention: Catherine Fuller, Associate Director of Operations

IIT RESPONSIBILITIES

It is agreed that IIT shall be responsible for 100% and the Organization shall be responsible for 0% of the total gross compensation to students employed under and authorized by this Agreement, provided that, as stated above, the Organization shall be solely liable for any compensation to such students that exceed the amount allotted for each student by the program. IIT will be responsible for disbursing 100% compensation for hours worked and authorized by the program, and will bill the organization 0% of such total gross compensation earned for the academic year. IIT 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, IIT shall:

Determine which students meet the eligibility requirement for employment under the Federal Work Study Program in accordance with Department of Education statutes and administrative rules.

Refer to the Organization only those students eligible for the Program.

Pay the costs of payments due as an employer's contribution under the State Workmen's Compensation laws, federal Social Security laws and other such comparable and applicable laws.

Have the right and authority to require the student to terminate employment when he or she ceases to be eligible for participation in the Program.

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

ORGANIZATION / IIT RESPONSIBILITIES

The total reimbursement payroll shall consist of the hourly rate compensation paid a student multiplied by the number of reimbursement hours of work performed by a student. The number of hours any student may work during any period, not to exceed 20 hours per week, shall be agreed upon prior to the commencement of employment.

This Agreement shall be subject to the availability of funds granted to IIT for this Program.

This Agreement may be amended only with the mutual written consent of the Organization and IIT.

This Agreement will remain in effect until terminated on 30 days written notice by either party.

ORGANIZATION STATEMENT OF UNDERSTANDING & SIGNATURES

I have read the above Agreement and agree to adhere to all policies and procedures of the Program as provided and may be provided in the future by the Office of Financial Aid at IIT. I understand that failure to follow these guidelines may result in a loss of Program employee assistance.

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

I acknowledge that I understand that the signing of this Agreement by the parties does not enable the organization to commence employment of eligible students until:

- (i) The agreement has been accepted by IIT; and
- (ii) A Community Service Job description, detailing the total Program award amount, hourly pay rate, total hours available to work, and beginning and ending dates of employment for each student to be employed there under, has been completed and approved for each position.

Organization

Illinois Institute of Technology

Signature of Authorized Organizational Official

Signature of Associate Director of Operations

Print / Typed Name

Print / Typed Name

Date

Date

Please attach additional sheets if necessary. This form will be returned to the employers who fail to provide the information requested.

Community Service Job Description

Please complete entire form

Agency Name: _____

Address: _____

Contact Person: _____

Phone: _____

Position Information

Student's Job Title: _____

Pay Rate: _____ Average # of hrs/wk*: _____

Position Description: _____

Terms of work desired: _____ Fall _____ Spring _____ Both

IIT Student Employment Use Only:

Student Hired: _____ SS# _____

Start Date: _____ End Date: _____

Amount earned: _____ Total FWS Allocation: _____

Technical _____ or Non- Technical _____ Date of Last Increase: _____

Agency evaluation completed: _____
(date)

Student evaluation completed: _____
(date)

*Program students must not be scheduled to work more than 20 hours in any week.