

# Duke | Student Employment

## Work-Study Off-Campus Employment Agreement

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between Duke University herein the "Institution" and \_\_\_\_\_, herein called the "Organization", is made for the purpose of providing employment to students eligible for the Federal Work-Study Program and Duke Work-Study.

This Agreement is effective from July 1, 2021 through June 30, 2022.

It is mutually agreed upon that:

**First:** Job Description(s) and Hire Form(s) which are attached to this Work-Study Off-Campus Employment Agreement must be signed by authorized officials of the Institution and the Organization before a student may begin working, and must set forth:

1. Brief description of the work to be performed by students under this Agreement;
2. The total number of students to be employed;
3. The hourly rate of pay;
4. The average number of hours per week each student will work;
5. The total length of time the Organization expects to employ the students;
6. The total percentage of student's earnings the Organization will be reimbursed by Institution.

**Second:** Students may work a maximum of 19.9 hours per week during academic periods and up to 39.9 hours during periods of non-enrollment. Students enrolled in one or more classes during the summer may only work up to 19.9 hours.

**Third:** The Institution may remove the student from an Organization at its own initiative, or the Organization may terminate a student employee at any time. All terminations must be submitted to the student in writing, informing the student of the Organization's intentions. Termination notice must be submitted to the student prior to the Institution reimbursing the Organization for any percentage of earnings.

**Fourth:** The student is responsible for reporting to the Organization any changes in his/her work-study allocation. The institution is not liable for payments to students by the Organization that exceed the work-study allocation of the student employee.

**Fifth:** The Organization agrees that no student will be denied employment or subjected to different treatment under the Agreement on the grounds of race, gender, religion, national origin, or sexual orientation. The Organization agrees to comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352, 78 State 252), and the Title IX of the Education Amendments of 1972 (Pub. L. 92-318).

**Sixth:** Transportation for students to and from their place of employment will not automatically be provided by the Institution. Transportation of students by Duke University will be provided as transportation is available.

**Seventh:** The Organization is considered to be the employer for the purpose of this Agreement. It has the right to control and direct the services of the student, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished. The Institution is limited to: verifying that students perform work for which they were paid; determining if the student employees meet the eligibility under the Federal Work-Study Program, and to managing the Work-Study funding and reimbursement program.

**Eighth:** Compensation of students for work performed under this Agreement will be disbursed by the Organization, and paid to the student at least once per month.

All payments due as an Employer's contribution under State and local worker's compensation laws or under other applicable laws will be made by the Organization. The Organization will provide the funds for full compensation of student employees under this Agreement.

**Ninth:** The Organization will bill the Institution monthly for reimbursement of 90% of the Federal share of compensation for Federal Work-Study employees and for 50% of the Institution's share of compensation for Duke Work-Study. The Institution will reimburse the Organization for 90% (Federal Work-Study) or 50% (Duke Work-Study), calculated gross earnings paid to the student for all employment that a student incurs during the period covered by this agreement. Students can NOT continue earning work-study through the Organization past the approved dates stated on the Hire form. The Institution is not responsible to reimburse for any income earned beyond a student's work-study allocation.

Under this arrangement, the Organization will furnish to the Institution the following records for each payroll period:

1. Time reports indicating the total hours worked each week and containing the supervisor's certification as to the accuracy of the hours reported and to the satisfactory performance on the part of the student.
2. A payroll form and/or paycheck stub identifying the dates of work, the name, and the last 4-digits of the social security number of each student, each student's gross pay for that period, the net earnings, and the total amount of reimbursement requested.
3. Documentary evidence that each student received a payment for work accomplished, such as photocopies of cancelled checks.
4. Any further documentation requested by the Institution to comply with regulations pertaining to the Federal Work-Study Program.
5. Reimbursement requests must be sent on a timely basis. Please do not wait until the end of the fiscal year to submit your reimbursements. The institution is not responsible for reimbursement requests submitted 45 days following the end of a pay period, or after the July 21st deadline, whichever is sooner.

**Tenth:** The Organization will make available to the Institution the name and location of employment supervisors. The Organization will permit the Institution, from time to time as it may request, to inspect the premises in which any student is working under this Agreement, and will inspect the working conditions and job requirements of the student employees.

**Eleventh:** Work to be performed under this Agreement must be done in a position meant specifically for student employment, and must not result in the displacement of employees, or impair existing contracts for services. This work will be governed by conditions, including compensation, which are appropriate and reasonable according to the type of work performed, geographical region, and the proficiency of the employee. This work must not involve the construction, operation or maintenance of any part of a facility used, or to be used, for sectarian instruction or religious worship. Further, no project may involve political activity, work for any political party, or lobbying, on the Federal, State, or local level.

**Twelfth:** Federal work-study funding may only be used to reimburse employment for students working at certified non-profits. By signing this Agreement, the Organization certifies its status as a non-profit/501c(3).

**Thirteenth:** This Agreement shall supersede all prior Agreements between the Institution and the Organization regarding the operation of the Federal Work-Study and Duke Work-Study Program.

**Fourteenth:** Authorization of this Agreement is inclusive of all Attachments and Schedules associated with this Agreement, and acceptance of the terms is binding upon any Attachments and Schedules associated with this Agreement. This included the Job Description form and Hire form.

Total Student Workforce: Estimate the total number of Duke students you plan to hire under this signed Agreement: \_\_\_\_\_

**Institution's Authorization:**

Name/Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Organization's Authorization:**

Name/Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Organization's Tax ID number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Payroll Representative's Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_