

Office of Student Employment
Duke University
Work-Study Program Off-Campus Employment/Non-Profit Agreement

Revised 6/08

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 College Work-Study Program and Duke Work-Study.

It is mutually agreed upon that:

First: Schedules be attached to this Agreement must be signed by authorized officials of the Institution and the Organization 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: The Institution will inform the Organization of the maximum number of hours per week and student may work.

Third: Students will be made available to the Organization by the Institution to perform specific work-assignments. 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: advertising for employment vacancies; determining that students do in fact perform their work; determining if the student employees meet the eligibility under Federal College 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. 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. **The Organization will bill the Institution monthly for reimbursement of 90% of the Federal share of compensation for Federal College 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 College Work-Study) or 50% (Duke Work-Study), calculated gross earnings paid to the student for all employment that a student incurs during the work study period shown on the student's work study verification form given for the fiscal year (July 1 – June 30), up to the amount the student is allocated in work-study. Students may earn work-study during the summer if they receive a Summer Work-Study allocation. Verification papers will clarify the valid dates of the allocation. The Institution is not responsible to reimburse for any income earned beyond a student's work-study allocation. The institution is not responsible for reimbursement requests submitted after the June 10th, deadline.** 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 identifying the dates of work, the name and 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 College Work-Study Program.

5. **Reimbursement information must be sent on a monthly basis.** Please do not wait until the end of the fiscal year to submit your reimbursements.

Ninth: 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.

Tenth: Work to be performed under this Agreement 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.

Eleventh: 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).

Twelfth: 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.

Thirteenth: Authorization of this Agreement is inclusive of all Attachments and Schedules which may be attached to this Agreement, and acceptance of the terms is binding upon any Attachments and Schedules attached to this Agreement.

Fourteenth: This Agreement takes effect July 1, 2017 and will terminate June 10, 2018

Institution's Authorization: _____
Duke University, Student Employment Office

Organization's Authorization: _____
Signature/Date

Organization's Tax ID number: _____

Name/Title: _____

Address/Phone: _____

Duke University
Federal College Work-Study and Duke Work-Study Program
Off-Campus Employment Agreement
Schedule 1

Part A: Job Description: Provide a brief description of the work to be performed by the student employees under this Agreement:

Part B: Total Student Workforce: indicate the total number of Duke students you plan to hire under this signed Agreement: _____

Part C: Wages: Indicate the hourly rate of pay for the work performed under this Agreement _____.

Current rates of pay for 2017/2018, valid until June 10, 2018:

Student Assistant General \$9.50/hr to \$15.50/hr.

Student Assistant Specialized \$10.50/hr to \$18.50/hr

(Specialized ex: Research assistants, advanced technical and computer work, non-supervised work).

Part D: Time and Term of Employment: Indicate the average number of hours the student employee will work and the number of weeks that this job will last (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): _____

Part E: Payments: You, the Organization, will pay the students 100% of their wages on no less than a monthly basis.

Part F: Reimbursements: After payment has been made to your student employees, and you have submitted the documentation required, as outlined in the Agreement, you will bill the institution for the percentage agreed upon in this Agreement. Upon approval of the payments and bill, the Institution will reimburse your Organization for the agreed upon amount.

Reimbursements for the fiscal year 2017/2018 will not be processed if received after June 10th, 2018.

Duke University
Federal College Work-Study and Duke Work-Study Off-Campus Agreement
Schedule 2

I, the undersigned, agree to furnish the Organization a copy of my Work-Study Verification Form. I further agree to notify the Organization of any revisions or changes in my work-study allocation. I understand that if I fail to notify the Organization of any change in my work-study status, the Organization will terminate my employment without notice.

Students Signature/Date

Print name

Return Schedule 2 to the Student Employment Office along with Schedule 1 upon the hiring of any Duke University Work-Study student.

**Student Employment Office
Box 90755
2127 Campus Drive Addition
Durham, NC 27708
Fax # 919-684-6132**