

Rowan University
Federal Work Study Experiment Agreement
Effective from 08/01/2021 to 06/30/2023

This agreement is entered into between Rowan University, hereinafter known as the "Institution" and _____, hereinafter known as the "Organization," a federal, state, or municipal agency or a private nonprofit organization, for the purpose of providing work to students eligible to participate in the Federal Work Study Experiment (FWS-EXP) Program.

The parties agree to and understand that work which (1) will not result in the displacement of employed workers (including those on strike) or impair existing contracts for services; (2) will be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as type of work performed, geographical region and proficiency of the employee and as mutually agreed by the Institution and the Organization; (3) does not involve the construction, operation, or maintenance of so much of any part of a facility that is used, or is to be used, for sectarian instruction or as a place for religious worship.

FWS-EXP Employment Authorization Forms, signed by an authorized official of the Organization, and Job Description Forms, will set forth the names of students employed under this agreement, their hourly rates of pay, description of duties, and maximum gross earnings per student are considered part of this agreement.

During periods of regular enrollment, students employed under this agreement may work no more than twenty-five (25) hours per week. Students may work only when academic classes are in session. Students will not work on federal holidays. During the summer, students may work only if specific Federal Work Study Experiment criteria are met.

Students can only be paid for hours actually worked, and may not be paid for lunch, vacation, holiday, sick days, or other hours not actually worked. When a student's accumulated gross earnings reach his/her Federal Work Study Experiment Award, they must stop working under this agreement.

Students will be made available to the Organization by the Institution as the Institution shall determine for performance of specific work assignments as described in the posted Job Description. Students may be removed from work on a particular assignment or from the Organization by the Institution, either on its own initiative or at the request of the Organization.

The Organization agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, religion, sex, or national origin, and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 Stat. 252) and the Regulations of the Department of Health, Education and Welfare which implement that act, and Title IX of the Education Amendments of 1972 (Pub. L. 92-318).

The Institution is considered the employer for purposes of this agreement. It has the ultimate right to control and direct the services of each student for the Organization. It has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work Study Experiment Program, to assign students to work for the Organization, and reserves the right to determine whether students are performing appropriate work. The Organization's right is limited to the direction of the details and means by which the result is to be accomplished.

Transportation for students to and from their work assignments will not be provided by either the Institution or the Organization. In the event of injury incurred by a student employee while acting within the scope of his/her duties, the Institution shall assume responsibility as employer.

Compensation for work performed on a project under this agreement will be disbursed--and all payments due as an employer's contribution under State or local worker's compensation laws, under Federal or State social security laws, or under any other applicable laws, will be made by the Institution.

The student will be paid by the Institution based on the established hourly rate and number of hours worked. A written record of hours worked is to be submitted by the Organization to the Institution on a biweekly basis in accordance with a schedule issued annually by the Institution. At the Institution's request, the Organization agrees to confirm these hours by authorized signature of an Organization official on verification statements before the Institution will release payments to the students employed under this agreement.

This agreement may be terminated at any time by mutual agreement or upon thirty (30) days written notice by either party to the other. If not terminated, it will automatically renew itself as of July 1 each year for the ensuing fiscal year beginning on that date.

Contract Authorization:

Date: _____

Signed for the Institution:

Joseph F. Scully
Senior Vice President for Finance and Chief Financial Officer
Rowan University

Date: _____

Signed for the Organization: _____

Printed/Typed Name: _____

Title: _____