



Federal Work-Study Agreement

This agreement is entered into between The University of Texas at Austin, hereinafter called the "Institution" and

Agency name and address listed here will be used for reimbursement purposes.

Hereinafter known as the "Agency," for the purpose of providing work to students eligible to participate in the Federal Work-Study Program. The Agency is either (check category that applies):

- Public, an organization supported by tax money from the following source or sources:
 - Federal
 - State
 - Local, city or town
 - Regional (Interstate)
 - County or multi-county

- Private, non-profit, an organization engaged in:

Enter agency's mission statement here.

1. The Agency agrees to provide employment for students certified by the Institution and accepted by the Agency.
2. The Agency agrees that the employment of students under the Federal Work-Study Program will not result in the displacement of employed workers or impair existing contracts for services.
3. The Agency agrees that the work performed by students will not, in any way, either directly or vicariously, be used to further activity of a sectarian, religious or political nature.
4. Dependent upon eligible applicants having means of transportation or residing in the proximity of the Agency, students will be made available by the Institution for performance of specified work assignments. The Agency or the Institution, either on its own initiative or at the request of the Agency, may remove students from the Agency or from work on a particular assignment.
5. The Agency agrees that no student will be denied employment or subjected to different treatment under this Agreement because of race, color, creed, sex or national origin, and that it will comply with the provisions of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, and subsequent amendments relating to each.
6. Transportation for students will not be provided by the Agency or the Institution.
7. The Agency shall be responsible for the supervision of work performed by students participating in any project under this Agreement and will make available to the Institution the names of Agency supervisors.
8. No student shall be appointed to work in excess of nineteen (19) hours per week.
9. The Agency shall be deemed the employer for the purpose of this Agreement and shall disburse the compensation payable

to students under this Agreement, subject to the following terms and conditions:

- a. The Institution shall pay to the Agency, from Federal Work-Study Program funds, seventy percent (70%) of the gross compensation of wages payable to each student. Because Work-Study students must be paid.
- b. The Agency shall match from its own funds thirty percent (30%) of the gross compensation payable to each student during the period.
- c. When the Institution determines the Agency has eligible reading tutor positions at the elementary school level or within a family literacy program, or math tutor positions at the kindergarten through ninth grade level, the Institution shall pay to the Agency, from Federal Work-Study program funds, one hundred percent (100%) of the gross compensation of wages payable to each student. Because Work-Study students must be paid at least once per month, the Agency must bill the Institution through standard procedures at least once per month upon completion of its payroll and paycheck distribution to students.
- d. The Institution shall make its remittance, seventy percent (70%) or one hundred (100%) of total gross compensation of wages for all students employed by the Agency, payable to the Agency upon the timely receipt of original and correct Billing Statements, Off-Campus Work-Study Timesheet and paystub copies for students so employed. In some instances, the Institution may require the Agency provide statements signed by the students to verify they have received their paychecks.
- e. The Agency shall withhold and remit taxes and social security contributions where applicable, and take other measures as are the responsibility of the employer under Federal, State and local laws. The Agency shall also furnish Worker's Compensation insurance where applicable. NOTE: Federal Work-Study funds can never be used by the Agency to pay the Agency's contributions to social security, taxes and/or Worker's Compensation. Also, Work-Study wages cannot be garnished.



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- f. Students so employed will be paid on a wage per hour basis and, as such, are not entitled to receive any benefits such as sick leave, paid vacation, holiday pay, etc. Federal Work-Study funds, therefore, can never be used by the Agency to pay benefits to Work-Study students.
- g. The Agency shall furnish such other information as may be necessary for the Institution to comply with the regulations of the Department of Education pertaining to the Federal Work-Study Program.
- 10. The Agency will permit the Institution to inspect the premises where students are working under this Agreement and will review with the Institution the working conditions and job duties of all such students.
- 11. The Agreement shall take effect on the date approved by the Institution below.
- 12. This Agreement may be terminated at any time by the Institution or the Agency upon two weeks prior written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Agency Name

Printed Name of Agency Director

Agency Director's Signature

Date

UT Department: Office of Financial Aid

Printed Name of Director

Director's Signature

Date

ADDENDUM (for Sectarian Agencies)

Per 42 U.S.C. 2753/34CFR 675.20(c)(2)(iv), Federal Work-Study (FWS) regulations state:

"FWS employment may not...involve the construction, operation, or maintenance of any part of a facility used or to be used for religious worship or sectarian instruction."

I hereby agree that the student's work will not include the handling (e.g. preparing, copying, filing, reading, etc.) of religious materials and related telephone calls and emails.

Initial here that you **agree**

Date