

**FEDERAL WORK-STUDY PROGRAM AGREEMENT BETWEEN DREXEL
UNIVERSITY FOR ITS EARLE MACK SCHOOL OF LAW
AND OFF-CAMPUS ORGANIZATION**

This Agreement is made this ____ day of _____, 20____,
between DREXEL UNIVERSITY, hereinafter known as “Drexel,” and
_____, hereinafter known as
the “Organization,” for the purpose of providing work to Drexel students in the Earle Mack
School of Law who are eligible for the Federal Work-Study Program, hereinafter known as the
“Program.”

WHEREAS, Drexel is authorized by the Secretary of the U.S. Department of Education
to utilize Program funds in accordance with the Higher Education Act of 1965 (“HEA”), as
amended, to provide employment to students who need the earnings to help meet their education
costs; and

WHEREAS, Drexel desires to engage the Organization as a qualified employer under the
Program.

I. Rights and Responsibilities of the Organization

- A. The Organization certifies that it is eligible to participate in the Program in that it is a
Federal, State or local public agency or a private non-profit organization with a tax-exempt
number and that the work assigned to Drexel students by the Organization will be in the
public interest in that it is work performed for the national and community welfare rather
than work performed to benefit a particular interest or group (such as partisan political
activity or lobbying).
- B. The Organization agrees that no student employed under this Agreement will: (a) result in
the displacement of employed workers; (b) impair existing service contracts; (c) fill jobs that
are vacant because the employer’s regular employees are on strike; (d) involve the
construction, operation, or maintenance of any part of a facility used or to be used for
religious worship or sectarian instruction; (e) include any employment for the U.S.
Department of Education; or (f) involve activities or work that is “not in the public interest”
as defined in 34 C.F.R. § 675.22(b).
- C. The Organization agrees that students’ employment conditions at the Organization, including
Drexel’s rate of pay for off-campus work study positions, will be appropriate and reasonable
in terms of type of work performed, geographical region, proficiency of the student, and any
applicable federal, state or local law.
- D. The Organization agrees that no student will be denied work or subjected to different work
under this agreement on the grounds of race, color, national origin, sex, handicap or age and
that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 Stat.

252), Title IX of the Education Amendments of 1972 (Pub.L. 92-318), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Age Discrimination Act (42 U.S.C 6101 et seq.) and the regulations adopted to implement those laws.

E. The Organization agrees to furnish Drexel with the following:

- a. A brief description of the activity for which Drexel students are employed and the supervisor's name:

[attach a job description, if available, which shall be made a part of this Agreement]; and

- b. Private non-profit organizations must submit a copy of the 501(c)(3) letter from the Internal Revenue Service.

The Organization agrees to update its job description as necessary if the nature of the job, the supervision or the duties and responsibilities of students at the Organization change in any material way.

- F. The Organization shall provide the following to each student participating in the Program at the Organization: i) adequate orientation and training required for the performance of assignments pursuant to this Agreement and for compliance with any policies of the Organization and/or laws relating to the Program; (ii) appropriate direct supervision of the student while performing assignments pursuant to this Agreement at the Organization; and (iii) proper working conditions. With respect to work performed by each student, the Organization's right is limited to direction of the details and means by which the result is to be accomplished. The Organization shall permit Drexel to inspect the premises where the student is expected to perform the work and any documents relating to the Program and shall cooperate in any such inspection by Drexel or its designated representatives (including auditors).
- G. During the period of time when the student is working under the work study program, Drexel shall provide worker's compensation insurance for such student assigned to the Organization under this Agreement. In addition, during the period of approved work study, Drexel shall make any and all payments due as an employer's contribution under state or local workmen's compensation laws, under federal or state social security laws, or under any other applicable laws on account of students participating in projects under this Agreement.
- H. Students shall furnish to the Office of Finance and Budget at Earle Mack School of Law on or before 11:00 am every other Friday during the period of approved work-study pursuant to this Agreement an online time card stating their name and the number of hours worked in the preceding two calendar weeks. Failure to submit an online time card may result in the

termination of the student's employment. The Organization acknowledges that students participating in the Program may work no more than 20 hours per week during periods of full-time school enrollment, and no more than 40 hours per week when classes are not in session.

- I. The Organization is under no obligation to Drexel to employ any student referred by Drexel for employment by the Organization, and nothing in this Agreement shall impair the Organization's right to terminate the employment of any student at any time for good and just cause. The Organization is solely responsible for determining if each student possesses the qualifications needed for employment with the Organization. Drexel does not investigate the background, references or qualifications of students participating in the Program and makes no representations or warranties concerning students referred for employment to the Organization other than that they are eligible to participate in the Program.
- J. The Organization agrees to defend, indemnify, and hold harmless Drexel, its trustees, officers, faculty, students, employees and/or agents from and against any and all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorneys' fees) that may result directly or indirectly from the acts or omissions of the Organization and its employees, agents or contractors and/or that arise from or are related to the performance or non-performance of the Organization's duties under this Agreement. This provision shall survive the termination of the Agreement.
- K. The Organization acknowledges that the student's eligibility to earn wages in the work-study program is subject to approval of the student's hiring request (and confirmation of approved amount of work-study funds) by Drexel. If the Organization allows a student to work before approval by Drexel, the Organization shall be responsible for 100% of the student's total earned wages, if any. Likewise, a student may not continue to earn work-study wages after his or her work-study allowance is exhausted. If a student's award is exhausted prior to the end of the term of such student's work-study service, the student will be removed from the Program's payroll by Drexel. If the Organization permits a student to earn monies in excess of the amount of federal work-study funds for which the student is eligible, the Organization shall pay all of the student's earnings in excess of the student's eligibility, including all required withholdings and payments.
- L. In the conduct of its general activities and the performance of any work by students in the Program, the Organization agrees to comply with any and all applicable laws, ordinances and regulations of any governmental body, whether federal, state or local.

II. Rights and Responsibilities of Drexel

- A. Drexel shall select students eligible for participation in the Program in accordance with the HEA and all regulations governing student eligibility. Students shall be made available to the Organization for specific work assignments. The Organization will be advised of the amount of each student's financial award under the Program prior to hiring. Drexel and the Organization agree that Schedules attached to this Agreement from time to time, which shall

be signed by, and legally binding on, the parties as if originally incorporated into this Agreement, shall set forth information pertaining to the program including, in addition to the amount of approved work-study award to each student, the type of work to be performed or a description of the work assignments for students, the total number of students to be employed, and the hourly rates of pay for each job/work assignment.

- B. Drexel is deemed the employer for purposes of this Agreement. It has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work-Study program, to assign students to work for the Organization, and, with input from the Organization, to determine that the students do perform their work in fact. The rate of pay of each student employed hereunder shall be fixed on a basis to be determined by Drexel.
- C. Provided the student complies with the requirements of paragraph I (H) of this Agreement, Drexel shall pay the compensation to the student for the work performed for the Organization under this Agreement. Drexel shall comply with all federal, state and local statutes and regulations regarding the payments due as required of employers and the withholding of income taxes from wages earned by the student through the Program.

III. Term

- A. This Agreement shall be effective from _____, 20_____ through _____, 20_____. Thereafter, the Agreement shall automatically renew until terminated by either party pursuant to the Termination provision in this Agreement.
- B. Schedules to be attached to this Agreement from time to time, bearing the signatures of an authorized representative of Drexel and of the Organization, will set forth the term of assignment of the students and other information relating to the Program.

IV. Termination

- A. Funds for the Federal share of payroll costs of all students employed under the Program are allocated by the Federal government under Part C of Title IV of the HEA. If Drexel is unsuccessful in obtaining sufficient Federal funds for the Program, this Agreement will terminate upon written notice from Drexel to the Organization. This termination will be effective at the end of the calendar week following the week in which notice was given in person or by certified mail, and Drexel's obligation to make the payments of wages to students employed by the Organization, required by this Agreement, shall cease on such termination date.
- B. This Agreement may be terminated at any time by Drexel or by the Organization for any reason upon thirty (30) days notice in writing. After termination of this Agreement, if the Organization employs any student, it will be responsible for full payment for services provided by the student in accordance with applicable federal, state and local laws.

V. Notices

A. Any and all notices by either party intended for the other in respect to this Agreement shall be deemed to have been given if sent by (i) registered or certified mail, return receipt requested, with postage prepaid, three (3) days after deposit in the mail, or (ii) nationally recognized overnight courier with receipt of delivery, the following business day, to the following address:

To Drexel:
Drexel University, Earle Mack School of Law
3320 Market Street, Suite 431
Philadelphia, PA 19104
Attn: Director of Finance and Budget

To the Organization:
[insert address]

Either party may change its address by serving written notice of change of address on the other party as specified above.

VI. Scope of Agreement; Modification

This Agreement constitutes the entire understanding between the parties and there are no terms, covenants, representations or agreements, oral or written of any nature whatsoever, other than those herein contained. This Agreement may be amended only by the written agreement of the parties hereto.

VII. Miscellaneous

A. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto. Neither party may assign its rights and/or obligations pursuant to this Agreement to another entity without the written consent of the other party, which consent may be withheld in the applicable party's discretion.

B. The provisions of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS THEREOF, and intending to be legally bound hereby, the parties hereto have set their hands and seals the day and year first above written.

Organization

DREXEL UNIVERSITY

BY:

BY:

Name (Printed or Typed)

Name (Printed or Typed)

TITLE:

TITLE:

SIGNATURE:

SIGNATURE:

DATE:

DATE:
