AGENCY
AGREEMENT BETWEEN THE CITY UNIVERSITY OF NEW YORK
AND _____________________________________________
(Agency)

1. This Agreement, made this________ day of____________is entered into between
The City University of New York, (the "Institution")
and ____________________________________________
(Agency Name) (Agency/School Address)
(the "Organization"), a public or private, non-profit organization within the meaning of that
term as defined in Section 675.2 of the Federal Work-Study (FWS) Regulations, U.S.
Department of Education, for the purpose of providing work to students eligible to
participate in the Federal Work-Study Program (the "Federal Program").

2. a. In accordance with the requirements of the Federal Program, employment provided under
this Agreement: (1) may not result in the displacement of employed workers, the
impairment of existing contracts for services, nor the filling of positions that are vacant
because the Organization's regular employees are on strike; (2) may not involve the
construction, operation, or maintenance of so much of any facility as is used or is to be
used for sectarian instruction or as a place of religious worship; (3) may not involve any
partisan or nonpartisan political activity associated with a candidate or with contending
faction or group in an election for public or party office; (4) may not involve any lobbying
on the Federal level; and (5) shall 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, proficiency of the employee, and any
applicable Federal, State, or local legislation.

b. The work to be performed under this Agreement shall be in the public interest. In no event
shall work be considered to be work in the public interest if (i) it is primarily for the
benefit of the members of a limited membership organization (such as a credit union, a
fraternal or religious order, or a cooperative), rather than for the public at large, (ii) it is to be
performed for an elected official other than as part of the regular administration of
Federal, State, or local government or, (iii) it is work for which the political support or
affiliation of the student is a prerequisite of, or consideration for, employment.

c. In order for a position to be considered eligible employment under this Agreement, it must be
one for which the Organization normally pays compensation. If it is a new position, it
must be one normally compensated by other employers similar to the Organization.

3. a. The salary of each student shall be paid by the Institution. The Organization shall pay
forty percent (40%) of the student’s gross wages to the Institution, which amount shall be
utilized to pay the student and reimburse the Institution for permitted administrative
expenses. The Institution shall pay the remaining sixty percent (60%) of the student's
gross wages from Federal Work-Study funds.

b. Students will be paid only for actual time worked, excluding such things as lunch, or the
"break" described in this paragraph. All persons employed under this Agreement shall be
given a half-hour unpaid "break" after six consecutive work hours.
c. Students will be made available to the Organization by the Institution for performance of specific work assignments. Students may be removed from work in a particular assignments or from the Organization by the Institution, either on its own initiative, or at the request of the Organization.

d. No student may perform work on any project under the Federal Program for more than an average of 20 hours per week in any semester (or other academic term on the basis of which credits are awarded) in which classes in which the student is regularly enrolled are in session, unless special exception is made for a specific student by his/her college.

e. The Institution will inform the Organization of the maximum number of hours per week a student may work during the summer or other periods of non-regular enrollment during which the student is not scheduled to be attending classes. In no case may this exceed forty (40) hours in one week.

f. An authorized official of the Organization will set forth and sign on the Federal Work-Study Job Description Form a description of the work to be performed by students under this Agreement, the estimated number of students the Organization will employ, the average number of hours per week each student will be utilized and the total length of time the project is expected to run during the Federal Work-Study year (e.g., June 1, 2004 to August 31, 2004 or September 1, 2004 to May 31, 2005). A separate FWS Job Description Form must be submitted for each job.

4. No student will be denied work or subjected to different treatment or discrimination under this Agreement on the grounds of race, creed, color, national origin, sex, age or disability, and the Organization certifies that it will comply with provisions in the Civil Rights Act of 1964 as amended (P.L. 88-352; 78 Stat. 252) and in 20 U.S. Code Annotated, Section 1681, (Title IX of P.L. 92-318) and the Regulations of the Department of Education which implement these Acts.

5. Transportation for students to and from work assignments will not be provided by either the Institution or the Organization.

6. The Organization shall be deemed the employer for purposes of this Agreement. It has the right to control and direct the services of the students, 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 shall be limited to determining that the students meet the eligibility requirements for employment under the Federal Program, to referring students to work for the Organization, and to determining that the students are performing work for which they are assigned to the Organization.

7. a. Wages due students for work performed on a project under this Agreement will be disbursed by the College from which the student was referred.

b. The Organization, at its sole cost, will pay 100% student gross wages for hours worked beyond the students budgets.

8. a. The Organization will deliver to the Institution every third week (or such other period as the Institution may request upon due notice to the Organization), according to a schedule which the Institution will establish, in a form satisfactory to the Institution, time reports indicating the total hours worked each week and containing the Organization's supervisor's certification of the accuracy of the hours reported and of satisfactory performance on the part of the student. The Organization shall retain for a period of five years for its records a copy of every time report (time sheet) submitted to the Institution. The Organization shall maintain records identifying the period of work, the name of each student, the rate of pay per hour, the number of hours worked, the gross pay for the period, and all deductions and net earnings.

9. a. It is the responsibility of the Organization to notify the Institution within one week of receipt of invoices of any discrepancies between the invoices it receives and the Organization's own records. Otherwise, the Organization is deemed to have accepted the Institution's invoice as correct. In addition, the Organization shall make full payment on all undisputed portions of the bill within ten (10) days of receipt of such invoices. The Organization will also retain for a period of five years for its records, a copy of each invoice it receives from the Institution.
In addition, the Organization agrees that if it becomes necessary for the Institution to pursue collection procedures or litigation in order to recover the Organization's 40% share of the Program (or other applicable costs such as F.I.C.A.), the Organization shall be responsible for and shall pay all collection costs and the full cost of such litigation inclusive of reasonable attorney's fees.

b. The Institution reserves the right to institute a late fee of $15 for any invoice over 90 (ninety) days past due.

c. The Institution may at its option disclose to credit bureau organizations that the Organization is ninety or more days in arrears.

10. a. The Organization, at its sole cost, will carry Worker's Compensation Insurance covering all students working for it under this Agreement. The Organization also agrees to indemnify and save harmless the Institution from Worker's Compensation claims and any awards made for injuries arising out of or sustained by any student during the course of his/her work for the Organization.

b. FOR FEDERAL AGENCIES ONLY: Paragraph a) above does not apply to Federal agencies. Instead the following will be applicable. "It is understood that students assigned by the Institution to the Organization are considered 'Federal employees' for purposes of being afforded the protection of U.S.C.A. Sees. 8101 et seq. 'Compensation for Work Injuries.'"

11. The Organization will reimburse the Institution for all employer's required contributions under Federal or State social security laws, and any other similar contributions of any governmental body at any time during the life of this Agreement or a renewal thereof. Any liability or cost associated with unemployment insurance is fully the responsibility of the participating Organization.

12. The Institution reserves the right to make periodic on-site inspection visits to the Organization.

13. This Agreement shall supersede any and all prior Agreements between the Institution, including but not limited to agreements between any of the constituent Colleges listed in Paragraph 17, and the Organization, regarding the mutual operation of a student work-study program under the provisions of the Federal Work-Study Program.

14. The Organization agrees that a student may be compensated under the Federal Program only until the student has earned his or her FWS award. An award is the amount of money a FWS student may earn in a FWS year or part thereof as designated by the Institution. The amount of an FWS student's award shall be made known to the Organization in writing prior to that student being hired. Nothing in this Agreement shall be deemed to be a guarantee from the Institution to the Organization of the referral of any students to the Organization.

15. The Organization agrees that it will serve all those who seek its services on a strictly non-preferential basis. That is, no one may be denied services because of racial, religious, age, sex, or ethnic factors, nor may priority or preference be given to anyone based on such factors.

16. The Organization shall inform the Institution, within ten days thereof, of any employment on its non-FWS payroll of a CUNY FWS student, either during or after employment of such student under this Agreement.

17. a. The following units of the Institution are participating in the Federal Program: Baruch College, Borough of Manhattan Community College, Bronx Community College, Brooklyn College, City College, College of Staten Island, Graduate School and University Center, Hostos Community College, Hunter College, John Jay College, Kingsborough Community College, LaGuardia Community College, Lehman College, Medgar Evers College, The New Community College, New York City College of Technology, Queens College, Queensborough Community College, York College, and CUNY Law School at Queens College.
b. Each participating College shall designate officials to refer FWS students to the Organization.

18. This Agreement shall take effect ___________________________ and shall terminate May 31, 20_____Either party may terminate the Agreement upon 30 days prior written notice.

The City University of New York

By: ___________________________
   General Counsel

Date: ___________________________

---

Approved As To Form

The City University of New York
Office of the General Counsel

Date: ___________________________

---

(Name of Organization)

(Name of Official)

(Signature of Official)

(Title of Official)

(Telephone No.)

(Date)

---

STATEOFNEWYORK)

COUNTY OF    )

On this ___ day of ________ 20__ before me personally came ____________________________ to me known and known to me to be the individual who holds the above designated title in the above designated organization and on whose behalf he/she executed the foregoing Agreement and acknowledged to me that he/she executed the foregoing Agreement pursuant to authority duly granted him/her by that organization.

Notary Public or Commissioner of Deeds