

**URBAN
CORPS**

NATIONAL DEVELOPMENT OFFICE

Document Number 3

URBAN CORPS - COLLEGE
CONTRACTUAL ARRANGEMENTS

by

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January 1969

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This is the third in a series of studies prepared by the Urban Corps National Development Office under a grant from the Ford Foundation on the concept, development and operation of an Urban Corps student urban involvement program.

Additional copies of this report, and further information concerning Urban Corps programs may be obtained by writing:

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The Federal College Work-Study Program (CWSP), Title IV-C of the Higher Education Act of 1965, provides the primary source of funds for the compensation of college students taking part in an Urban Corps. These Federal funds are granted to participating colleges, which in turn may disburse them to an off-campus employer such as an Urban Corps.

The U.S. Office of Education, which administers CWSP, requires a written agreement between participating colleges and any off-campus user of Work-Study funds.¹

Most colleges participating in CWSP have developed forms of agreement for use by public and private non-profit agencies to which their work-study students are assigned. However in many cases these agreements are drafted from the point of view of the college dealing with a large number of small off-campus agencies, and therefore may often contain provisions not applicable to a central Urban Corps program. Experience has demonstrated that it is therefore useful to provide the colleges with a form of agreement drafted specifically for the Urban Corps. The relative responsibilities of the city and the college may be more explicitly set forth, a procedure preferable to attempting the modification of an agreement designed for a different type of relationship.

¹1968 CWSP Manual (hereafter cited as "Manual") Sec. 517 (D).

Of course, the college retains full freedom of contract; and it should not be inferred that any form of agreement presented by the city is non-negotiable. The college is required by Federal law to maintain responsibility for certain aspects of its CWSP program, and the agreement should recognize this mandate.

The agreement must cover the following statutory areas:

1. The public (or private non-profit) status of the Urban Corps.
2. Work performed under the agreement will be in the public interest.³
3. Work performed under the agreement will not result in the displacement of employed workers or impair existing contracts for services.⁴
4. Work performed under the agreement will be governed by such conditions of employment as will be appropriate and reasonable in light of such factors as type of work performed, geographical region and proficiency of the employee.⁵

²Higher Education Act of 1965 (hereafter cited as HEA) Sec. 444 (a) (1); Manual Sec. 157 (A).

³Ibid.

⁴HEA Sec. 444 (a) (1) (A); Manual Sec. 519 (A).

⁵HEA Sec. 444 (a) (1) (B); Manual Sec. 519 (B).

5. Work performed under the agreement will 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 for religious worship.⁶

6. Maximum weekly hours will not exceed forty nor will students be permitted to work in excess of an average of fifteen hours per week while regular classes are in session, except as otherwise provided by law.⁷

7. Establish the Federal (college) share of the compensation at a level not to exceed eighty percent, except where the Commissioner of Education determines that a greater Federal share is required in the furtherance of the purposes of the legislation.⁸

The U.S. Office of Education further requires the college as part of their CWSP funding contracts with the Federal government to agree to the following limitations, which should be included in the college-Urban Corps agreement:

1. Work performed under the agreement will not involve political activity or work for any political party.⁹

2. Participating students will be reasonably supervised.¹⁰

⁶ HEA Sec. 444 (a) (1) (C); Manual Sec. 519 (C).

⁷ HEA Sec. 444 (a) (4).

⁸ HEA Sec. 444 (a) (6).

⁹ Manual Sec. 519 (D).

¹⁰ Manual Sec. 517 (C).

The Civil Rights Act of 1964 provides that employment under Federally-aided programs must be without regard to race, color or national origin; therefore the college-Urban Corps agreement should specify compliance with this statute.

The college-Urban Corps agreement should also unambiguously indicate the identity of the City as the employer of participating students¹¹ and specify the following procedural areas:

1. Right of the Urban Corps to accept and reject students referred by the college.
2. Right of the Urban Corps to remove and/or transfer participating students.¹²
3. Rates of pay and duration of program.¹³
4. Procedure for the payment of students, including the procedures involved in the transference of CWSP funds from the college to the Urban Corps.
5. Responsibility for the withholding and payment of appropriate taxes and other employer responsibilities.

¹¹ A discussion of the importance of identifying the city as the employer will be found in the Urban Corps National Development Office report on "Legal Considerations of an Urban Corps."

¹² The U. S. Office of Education has indicated that it would look with disfavor upon the arbitrary exercise of such authority.

¹³ This may be by reference.

Despite the fact that the city is the employer of participating students under an Urban Corps program, the college remains primarily responsible to the U.S. Office of Education for the use of CWSP funds. Therefore, the college-Urban Corps agreement should grant the college access to the following information:

1. The identity of supervisors and the right to inspect work locations.
2. Certification of the hours worked by each student, gross and net wages paid and evidence of payment.
3. Such other information as may be required of the college by the U.S. Office of Education.¹⁴

Because the college-Urban Corps agreement requires the commitment of public funds by both parties, it is important that appropriate officials execute the agreement and that there is affirmation that the signatories are authorized to enter into such an agreement.

Local laws may require additional authorizations for such an agreement or may specify the form of such agreement. The information provided herein is for guidance only and is not to be construed as limiting the authority of the city to modify or redesign the agreement to meet its requirements.

¹⁴For example, gross payments to each student, deductions and proof of payment.

It should likewise be noted that while the college is free to negotiate specific terms or to request the drafting of an individualized agreement, nothing in the applicable Federal law or regulations requires the acceptance of the college's form of agreement nor prevents the college from accepting a form of agreement presented by the city.

Questions concerning the applicability of Federal law and regulations to the terms of a college-Urban Corps agreement should be directed to the Regional Office of the U. S. Office of Education or to its College Work-Study Program Branch, Bureau of Higher Education, Washington, D. C. 20202.

The following sample agreement, with section-by-section analysis, is provided for your guidance in negotiating and drafting a suitable college-Urban Corps agreement.