

ATLANTA URBAN CORPS
COLLEGE CONTRACTURAL AGREEMENT

This Agreement, made this _____ day of _____, 19____, is entered into between _____, herein called the "Institution", and the Urban Corps of the City of Atlanta, a public organization within the meaning of that term as defined in the regulations of the Department of Health, Education, and Welfare governing the College Work-Study Program, herein called the "Agency," acting by and through the Mayor of the City of Atlanta.

WHEREAS, the Institution and the Agency desire to enter into an agreement pursuant to Title IV, Part C of the Higher Education Act of 1965 (P.L. 89-329) as amended, and the regulations of the Department of Health, Education and Welfare applicable thereto, in order to promote, foster anddevelop the Atlanta Urban Corps and the College Wrrk-Study Program, for the purpose of providing employment and work experience to students eligible to participate in the College Wrok-Study program and to enjoy the mutual benefits arising from said program; and

WHEREAS, the Agency will benefit directly from its participation in the said program; and

WHEREAS, the said program will benefit the public welfare,

NOW, THEREFORE, it is mutually agreed as follows:

FIRST: The Agency hereby agrees to provide employment for students duly certified by the Institution and accepted by the Agency. Scheduled to be ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ attached to this ~~XXXX~~ Agreement from time to time, bearing the signatures of an authorized official of the Agency and of the Institution, will set forth the type of work to be performed by students under this Agreement, the total number of students to be employed, the hourly rates of pay, the total number of hours per week the students may work, and the total length of time the students are to be employed.

SECOND: Students will be made available to the Agency by the Institution for the 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, provided that the Institution shall remain responsible for its portion of the compensation earned by any duly certified student until such time as it shall inform the Agency in writing of its intention to terminate the participation of such student. The Agency agrees that no student will be denied employment or subjected to different treatment under this Agreement because of race, ~~sex~~ color or national origin, and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352) as amended, and the regulations of the Department of Health, Education and Welfare which implement that Act.

THIRD: Transportation for students to and from work will not be provided by the Agency or the Institution.

FOURTH: The Agency shall be deemed the employer for purposes of this Agreement and shall disburse the compensation payable to students under this Agreement, subject to the following terms and conditions:

1. The Institution shall pay to the Agency eighty (80) per cent of the gross compensation payable to each student in accordance with the schedule or schedules attached hereto:

2. The Agency shall provide such additional funds as may be necessary for compensation of students under this Agreement in accordance with such schedule or schedules;

3. The Institution shall make its remittance payable to the City of Atlanta Urban Corps on a bi-weekly basis, upon receipt from the Agency of a statement of gross compensation paid its students for the corresponding period;

4. No payment shall be required to be made to students under this Agreement until the Agency receives contractual agreement from the Institution.

5. The Agency shall withhold and remit such taxes and take such other measures as are the responsibility of the employer under applicable Federal, state, and local laws; and

6. The Agency shall furnish to the institution such information as may be necessary for the Institution to comply with the regulations of the U. S. Office of Education pertaining to the College Work-Study Program.

FIFTH: The Agency will 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 and locations of work supervisors. The Agency will provide to the Institution a record of the hours worked during each payroll period by each student as certified by an authorized employee of the Agency. The Agency will permit the Institution, from time to time as it may request, to inspect the premises in which any student is working under this Agreement, and will review with the Institution the working conditions and job requirements of all such students.

SIXTH: Work to be performed under this Agreement will not result in the displacement of employed workers or impair existing contracts for services; will be governed by such conditions, including compensation, as will be appropriate and reasonable in the light of such factors as the type of work performed, geographical region and proficiency of the employee; and must not involve the construction, operation or maintenance of so much of any facility used, or to be used, for sectarian instruction or as a place of religious worship. Further no project may involve political activity or work for any political party.

SEVENTH: No student shall perform work on any project under this Agreement for more than forty (40) hours in any week, or as may otherwise be provided

under applicable Federal law and regulations.

EIGHTH: This Agreement shall supercede any and all prior Agreements between the Institution and the Agency regarding the mutual operation of a Work-Study program under the provisions of the College Work-Study Program.

NINTH: This Agreement shall take effect immediately and shall terminate June 1, 1970, and may be extended by written agreement of the parties hereto for a period not to exceed three (3) months.