

The first paragraph (lines 1-8) establishes the date of execution (inserts 1, 2, &3), the legal name of the contracting college (insert 4), the identity of the city (insert 5), the nature of the Urban Corps as a public agency, and the contracting authority on the part of the city (insert 6). 6).

At line 3, the words "Urban Corps" may be deleted and the city itself made the contracting party, if that better suits local practice. Similarly, a supervising agency may be inserted at 6 (lines 7-8), as: "acting by and through the City Administrator of the City of New York."

The following three paragraphs (lines 9-22) establish the public interest and need for the program and identify the Federal program involved therein. (Insert at 7 the name of city)

Paragraph "FIRST" establishes the right of the city to exercise its discretion as to the acceptance of students made available by the participating college (lines 25-26). The incorporation of schedules indicating type of work, number of students, hours, rate of pay and duration is also specified (lines 26-33). A sample schedule will be found at page Agreement p. 7.

*Check with
me I cannot
make mistakes (# 2 accn)*

Urban Corps

SAMPLE FORM OF AGREEMENT

1 This Agreement, made this [1] day of [2], 19 [3],
2 is entered into between [4], herein called the
3 "Institution", and the Urban Corps of the City of ^{Atlanta} [5],
4 a public organization within the meaning of that term as
5 defined in the regulations of the Department of Health,
6 Education and Welfare governing the College Work-Study
7 Program, herein called the "Agency", acting by and through
8 the ^{city of Atlanta} [6].

9 WHEREAS, the Institution and the Agency desire to enter
10 into an agreement pursuant to Title IV, Part C of the Higher
11 Education Act of 1965 (P.L. 89-329) as amended, and the re-
12 gulations of the Department of Health, Education and Welfare
13 applicable thereto, in order to promote, foster and develop
14 the ^{Atlanta} [7] Urban Corps and the College Work-Study Program,
15 for the purpose of providing employment and work experience
16 to students eligible to participate in the College Work-
17 Study Program and to enjoy the mutual benefits arising from
18 said program; and

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

21 WHEREAS, the said program will benefit the public
22 welfare,

23 NOW, THEREFORE, it is mutually agreed as follows:

24 FIRST: The Agency hereby agrees to provide employment
25 for students duly certified by the Institution and accepted
26 by the Agency. Schedules to be attached to this Agreement

Paragraph "SECOND" provides that the college shall be informed of the nature of the work assigned to the student (lines 34-36) and authorizes both the college and the agency to remove students from the program or from a specific assignment (lines 36-39). It is important that the city reserve this right to transfer or remove students at its discretion. The college, by virtue of its statutory control over the Federal funds, must likewise retain such a right of removal. Note that the U.S. Office of Education suggests that termination procedures be established to avoid the appearance of arbitrary action. The agency agrees to abide by the requirements of the Civil Rights Act of 1964 (lines 39-45).

Paragraph "THIRD" concerns transportation to and from work and is suggested to clarify any questions which may arise in this area (lines 46-47). Amend as appropriate.

Paragraph "FOURTH" sets forth the substantive procedures for compensation. The agency is identified as the employer and paymaster (lines 48-50).

At subparagraph 1, the level of Federal contribution is fixed at eighty percent (lines 52-54) of gross compensation. Where authorized by the Commissioner of Education in accordance with Sec. 444 (a) (6) of the Higher Education Act of 1965, as amended, this amount may be negotiated upward; and where deemed appropriate, the Federal (college) share may be set at a lower level. Payment is on the basis of the rates established by the annexed schedules (see Agreement p. 7).

Note that the college is not by this Agreement limited to the use of Federal College Work-Study funds in providing the required 80 percent. In some cases, institutions may be willing to subsidize qualified students through other sources. This clause also protects the city against claims by the college that it has inadvertently exhausted its CWSP allotment, and therefore cannot render its 80 percent.

27 from time to time, bearing the signatures of an authorized
28 official of the Agency and of the Institution, will set
29 forth the type of work to be performed by students under
30 this Agreement, the total number of students to be employed,
31 the hourly rates of pay, the total number of hours per week
32 the students may work, and the total length of time the
33 students are to be employed.

34 SECOND: Students will be made available to the Agency
35 by the Institution for the performance of specified work
36 assignments. The Agency or the Institution, either on its
37 own initiative or at the request of the Agency, may remove
38 students from the Agency or from work on a particular assign-
39 ment. The Agency agrees that no student will be denied
40 employment or subjected to different treatment under this
41 Agreement because of race, color or national origin, and
42 that it will comply with the provisions of the Civil Rights
43 Act of 1964 (P.L. 88-352) as amended, and the regulations
44 of the Department of Health, Education and Welfare which
45 implement that Act.

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

48 FOURTH: The Agency shall be deemed the employer for
49 purposes of this Agreement and shall disburse the compensa-
50 tion payable to students under this Agreement, subject to
51 the following terms and conditions:

52 1. The Institution shall pay to the Agency eighty per
53 cent (80%) of the gross compensation payable to each student,

Subparagraph 2. establishes the liability of the Urban Corps (city) for the remaining 20 percent or such other amount as may be established by the previous subsection (lines 55-57). Where additional sources of matching contribution are available (as for example where the state government provides 10 percent of the gross compensation) this should be specified in a subsection inserted between 1 and 2.

Subparagraph 3. sets forth the basis of transmission of CWSP funds from the college to the city (lines 58-59). The payee should be indicated (insert at 8); e. g. "City of Atlanta" or "Director of Finance." The payroll period (and therefore the frequency of transmission of funds) should be specified at insert 9. This should correspond with city payroll procedure and administrative efficiency. Students may be compensated weekly, bi-weekly or monthly.

Remittance by the college is on the basis of a statement of compensation earned by its students during the corresponding period (lines 59-61). This is in accordance with the Federal regulation limiting the disbursement of CWSP funds until actual performance of work.

Subparagraph 4. gives the city the right to withhold payment to the students until requisite payment is made by the college (lines 62-64). Under this provision, however, the city may if it so desires advance payment to the students, based upon the college's approval of the payroll and agreement to render payment. (For details on this and other payroll procedures, see the Urban Corps National Development Office report on "Compensation and Fiscal Control").

Subparagraph 5. requires the city to withhold and remit appropriate taxes (line 65), such as Federal, state and local income taxes and take such other action as is the responsibility of an employer under applicable law (lines 66-67). This may include providing Workmen's Compensation insurance and the withholding and payment of FICA. (For details on this and other matter of legal responsibility, see the Urban Corps National Development Office report on "Legal Considerations of an Urban Corps").

Subparagraph 6. requires the city to provide the college with information necessary for its compliance with Federal reporting requirements (lines 68-71). This includes statements of gross and net pay, deductions and proof of payment. Note that neither the college nor the Federal government have an unrestricted right of inspection, except as specified below.

Paragraph "FIFTH" establishes the city as responsible for the supervision of participating students (lines 72-74) but permits the college to evaluate the projects and review working conditions and job requirements (lines 79-83) on the basis of information provided by the city and upon direct inspection (lines 74-75). The city agrees to provide the college with a written record of hours worked during each payroll period, duly certified by an authorized employee of the agency to which the student is assigned (lines 76-78).

54 in accordance with the schedule or schedules attached hereto;

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

58 3. The Institution shall make its remittance payable
59 to the [8] ^{city of Atlanta} on a [9] ^{monthly} basis, upon receipt from the Agency
60 of a statement of gross compensation payable its students for
61 the corresponding period;

62 4. No payment shall be required to be made to students
63 under this Agreement until the Agency receives corresponding
64 remittance from the Institution;

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

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

72 FIFTH: The Agency will be responsible for the super-
73 vision of work performed by students participating in any
74 project under this Agreement, and will make available to
75 the Institution the names and locations of Agency supervisors.
76 The Agency will provide to the Institution a record of the
77 hours worked during each payroll period by each student as
78 certified by an authorized employee of the Agency. The Agency
79 will permit the Institution, from time to time as it may re-
80 quest, to inspect the premises in which any student is working

in advance

-analysis-

Paragraph "SIXTH" recites the statutory limitations upon the utilization of students compensated through the Federal College Work-Study Program (lines 84-94).

Paragraph "SEVENTH" recites the limitations established by law as to maximum work hours (lines 95-99). Note that amendments to Federal law permit some deviation from the fifteen hours limit in specific cases (lines 99-100).

Paragraph "EIGHTH" is designed to supersede other agreements which may currently exist between the college and the city, or agencies of the city, for the conduct of programs under the College Work-Study Program (lines 101-104). This is necessary to avoid the existence of parallel and confusing programs.

Paragraph "NINTH" specifies the effective (insert at 10) and termination (insert at 11) dates of the program (lines 105-106). It is suggested that the effective date be either June 1 (just before a summer program would begin) or January 1 (during a natural break in an academic year program) rather than at a fiscal year date such as July 1, which would fall in the midst of the program itself. The latter effective date would seriously complicate program changes. The provision for extension for a limited period of time (insert at 12 the period of the extension) is designed to comport with general restrictions imposed upon government entities as to the duration and renewal of contracts (lines 106-107).

81 under this Agreement, and will review with the Institution
82 the working conditions and job requirements of all such
83 students.

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

95 SEVENTH: No student shall perform work on any project
96 under this Agreement for more than an average of fifteen (15)
97 hours per week during any academic period while classes in
98 which he is enrolled are in session, or for more than forty
99 (40) hours in any other week, or as may otherwise be provided
100 under applicable Federal law and regulations.

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

105 NINTH: This Agreement shall take effect [10] and
106 shall terminate [11], and may be extended by written agree-
107 ment of the parties hereto for a period not to exceed [12].

The agreement should be signed by a duly authorized representative of the city and the college indicating the legal name of each entity (inserts 13 & 16), the signature of the official (inserts 14 & 17), and his official title (inserts 15 & 18). Where appropriate, the corporate seal should be affixed.

The first affidavit (lines 116-126) is for use by the city representative. Venue (inserts 19 & 20); date of execution (inserts 21, 22 & 23 conforming to the date first noted at 1, 2, & 3); name of affiant (insert 24); title (inserts 25 & 27); name of city (inserts 26 & 28) should be included. This information (with the exception of date of execution) may be printed on the form. The officer before whom the oath is taken signs at 29 and affixes his seal below (30).

108 IN WITNESS WHEREOF, the parties hereto have executed this
109 Agreement as of the day and year first above written.

110 THE CITY OF [13] _____

111 By _____ [14] [Seal]

112 _____ [15]

113 _____ [16]

114 By _____ [17] [Seal]

115 _____ [18]

116 STATE OF _____ [19]]
117 COUNTY OF _____ [20]] SS.:

118 On this [21] day of [22], [23], before me personally
119 came _____ [24], to me known to be the _____ [25]
120 of the City of _____ [26], the person described in and who,
121 as such _____ [27], executed the foregoing Agreement
122 and he duly acknowledged to me that he executed the same in
123 behalf of the Urban Corps of the City of _____ [28] for the pur-
124 poses therein mentioned.

125 _____ [29]

126 [30]

The affidavit for the college's representative (lines 127-138) is similar to that for the city.

127 STATE OF [31]]
 128 COUNTY OF [32]] SS.:

129 On this [33] day of [34] , [35] , before me personally
 130 came [36] , to me known, who, being duly sworn, did
 131 depose and say that he is the [37] of [38] ;
 132 the Institution described in and which executed the foregoing
 133 instrument; that he knows the seal of said Institution; that
 134 the seal affixed to said instrument is such seal and was so
 135 affixed by authorization of said Institution; and that he
 136 signed his name thereto by like authorization.

137 [39]

138 [40]

The schedule specifies the details of the Urban Corps for a limited period of time. This permits changes in program duration, rates of pay and hours without renegotiating a full agreement.

At 41,43 are inserted the name of the city. Insert 42 identifies the specific schedule, which should be sequentially lettered as the program progresses from year to year.

The hourly rates may be broken down on the basis of any reasonable system of categories. Because of the considerable variety of assignments available through an Urban Corps, a scale dependent upon academic year is both easier to apply and less subject to argument. The rates themselves depend upon local conditions, prevalent wages and civil service requirements. (Insert rates at 44, 45 & 46).

Federal law limits students to a maximum of forty hours during any week. However, local conditions may warrant a shorter work-week, as in the case where city agencies operate on shortened hours during the summer. The maximum hours should therefore be specified at 47.

The duration of the program is important to permit the colleges to accurately compute costs. The starting and termination date of each cycle of the program should be specified (inserts 48, 49, 51, & 52) together with the number of weeks involved (inserts 50 & 51).

The schedule should be dated (inserts 54, 55 & 56) and signed by an authorized representative of the city and the college (inserts 57-62). Generally, such attachments to contracts need not be executed with the same formalities as the prime agreement. However, local requirements should be determined prior to deciding upon the method of execution.

SAMPLE SCHEDULE

The Urban Corps of the City of (41)

Schedule (42)

A. Type of Work to be Performed

Students will be assigned exclusively to public service activities with agencies of or associated with the City of (43), as specified in the "Internship Assignment" form provided the student, copies of which shall become a part of this schedule.

B. Hourly Rates of Compensation

Entering Freshmen through end of Sophomore year.....\$ (44)/hour

Entering Junior through receipt of Bachelor's degree.....\$ (45)/hour

Graduate & Professional students.....\$ (46)/hour

*A graduate student is defined for purposes of this agreement as one who has received a B.A., B.S. or equivalent degree, and is entering or currently attending graduate or professional school.

C. Limitations Upon Maximum Working Hours

Students may work up to a maximum of (47) hours per week.

D. Duration of Summer Program

(48) through (49); (50) weeks.

E. Duration of Academic Year Program

(51) through (52); (53) weeks.

This schedule shall supercede all previous such schedules, and shall become a part of the Agreement to which it is annexed hereto, in accordance with Paragraph "FIRST" of said Agreement.

Agreed to this (54) day of (55), 19 (56).

The Urban Corps of the City of (57)

(60)

by (58)

by (61)

(59)

(62)

Addenda to Sample Agreement

The situation sometimes arises where the student's participation in an Urban Corps may have to be terminated under the requirements of the Federal College Work-Study Program. This may occur if the student loses his status of regular full-time enrollment or if his earnings exceed the level established by his college as fulfilling his financial requirements.

In such cases, the college is required to terminate the student. However, since the student is employed by the city, it is possible for the college to "terminate" the student without duly notifying the Urban Corps, and then deny liability for work performed after such "termination."

Paragraph "FOURTH" of the agreement binds the college to provide the requisite 80% once the student has worked. However, to avoid the possibility of dispute, the following clause is suggested, replacing paragraph "SECOND":

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, 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.

(New material underscored)