

Financial Aid/Student Employment
Brown University, Box 1835
Providence, Rhode Island 02912
Tel. (401) 863-9922

BROWN UNIVERSITY

COLLEGE WORK-STUDY PROGRAM

This agreement is entered into this 3rd day of October, 2016 by and between Brown University (hereinafter referred to as the "Institution") and The City of Central Falls, RI, (hereinafter referred to as the "Agency"), a private non-profit organization or a public organization, for the purpose of providing work to students eligible to participate in the College Work-Study Program.

WITNESSETH

WHEREAS the Institution and the Agency agree to participate and cooperate in the employment of eligible college students;

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained and the sums of money hereinafter agreed to be paid as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Selection of Students and Work Hours.** The institution will select students eligible for participation under the criteria of the Work-Study Program for part-time employment during the Institution's academic year, or for full-time employment during the summer vacation by the Agency. A student's work may not exceed forty (40) hours per week in the workweek, which is defined as Sunday through Saturday. Any hours worked in excess of that must be paid in full by the Agency.

The Agency will furnish to the Institution for each payroll period a time report, provided for the Agency by the Institution, to be completed to indicate the total hours worked. The form must be signed by the supervisor or Agency Director verifying the hours worked and that the work has been performed satisfactorily. The Agency agrees to submit time reports in a timely fashion in accordance with a schedule established by the Institution.

2. **Job Placement.** The Agency will assign students only to such jobs involving such types of work as shall have been agreed upon in advance by the Agency and Institution. The Agency will instruct students in their job responsibilities in accordance with its established policy. No student shall perform work which will result in the displacement of employed workers of the Agency, or impair its existing contracts for services, or which involves political activity or work for any political party, or which

involves the construction or maintenance of any facility used, or to be used, for sectarian instruction or as a place of religious worship.

3. **Duties and Responsibilities of the Parties.** The Agency shall be deemed the employer of each student for the purpose of this agreement and will assure proper working conditions, will comply with all applicable federal, state and municipal laws, ordinances and regulations relating to employment, including non-discrimination in hiring or treatment on the basis of race, color, national origin, sex, sexual identity, gender identity or qualified handicapped status. The Agency has the right to interview and hire students, to control and direct the services performed by the students, not only as to the means by which the result is to be accomplished, and to determine that the student's work is performed satisfactorily. The Agency agrees to complete a job performance form provided by the Institution upon request at the termination of the student's employment.

The Institution shall be responsible for determining that the students meet the eligibility requirements for employment under the College Work-Study Program, making available and facilitating job placement of eligible students to work for the Agency, and administering payroll disbursements. The Institution shall have the right to remove students from work on a specified assignment at its own initiative, or at the request of the Agency, and to determine that students perform their work in fact and with proper supervision.

It is agreed that neither the Institution nor the Agency shall have any obligation either to provide transportation for students to and from their work assignments or to compensate students in lieu thereof.

4. **Working Conditions.** The Agency is obligated to provide for adequate and responsible direct supervision of the work performed by students. Further more, the Agency shall provide proper working conditions and will permit the Institution to inspect the premises, if it elects to do so, during normal working hours.

5. **Compensation.** Compensation of students for work performed on a project under this agreement, including the Agency's contribution as employer under state, federal, and Social Security laws, or under other applicable laws, will be assessed and disbursed by the Institution. The Agency will pay the Institution an amount equal to the Agency's share, 25%, of the total wages of each student employed under this agreement. The Institution will bill the Agency at the end of each academic term of the Institution (fall, spring, summer). During the summer, a period of non-enrollment in the Institution, the Agency will pay an amount equal to one hundred percent (100%) of the Federal Insurance Contribution Act cost.

6. **Insurance, Indemnification and Liability.** The Agency agrees to indemnify the Institution, including the Corporation, its Trustees, faculty, employees, staff, and other agents from and against any suits, claims, damages, losses, costs and expenses (including but not limited to reasonable attorney's fees) on account of injury or death of any person, including the student, or damage to property arising or resulting from the acts or


omissions of the student employees while under the direction, supervision, or control of the Agency; and to release Institution from contribution or indemnification in respect to any claim made against the Agency by any student or any other person or entity resulting from the acts or omissions of the student employees while under the direction, supervision, or control of the Agency.

7. **Term.** The term of this agreement shall commence on the date first above written and shall terminate on May 9th, 2017 subject however, to prior termination as herein provided.
8. **Termination.** This agreement shall terminate in the event that either party request the removal of a student from an assignment in accordance with paragraph 3 of this agreement effective as of the date of removal. In the event of termination, the student shall be compensated up to and through the date of withdrawal in accordance with paragraph 5 of this agreement.
9. **Notice.** Any notice permitted or required to be given by this agreement shall be in writing and sent, by certified or registered mail, return receipt requested, to each of the parties at the respective last known postal address.
10. **Assignment.** Neither party may assign or transfer this agreement or any of its interests in this agreement without the written consent of the other.
11. **Captions.** The captions or headings of the paragraphs hereof are for convenience only and shall not control or affect the meaning or construction of the other.
12. **Counterparts.** This agreement may be executed in one or more counterparts any or all of which shall constitute one and the same instrument.
13. **Execution of Agreement.** This agreement is executed in the State of Rhode Island and Providence Plantations. The parties agree that any copy of the original containing legible signatures of the parties shall have the same force and effect as the original.
14. **Applicable Law.** The parties agree that this agreement shall be construed in accordance with and governed by the laws of the State of Rhode Island and Providence Plantations. The parties consent to the jurisdiction and venue of the state and federal courts of the State of Rhode Island and Providence Plantations.
15. **Integration.** This agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior agreements, understandings, representations and statements, whether oral or written, are merged into this agreement. Neither this agreement nor any provisions hereof may be modified or amended unless in an instrument signed by an authorized representative of both parties.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have hereunto executed this agreement as of the date first above written.

AGENCY

BROWN UNIVERSITY

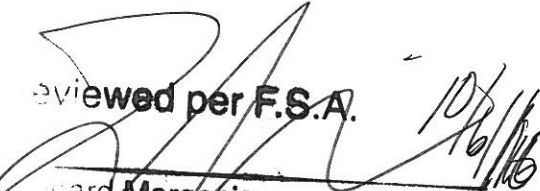
By: 
Signature
Printed Name: Rob Sayre-McCord
Title: Director of Parks & Recreation & Community Services
Date: 10/3/16

By: _____
Signature
Printed Name: James Tilton
Title: Director of Financial Aid
Date:


Witness

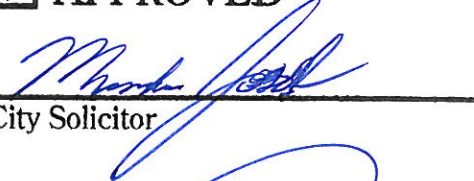
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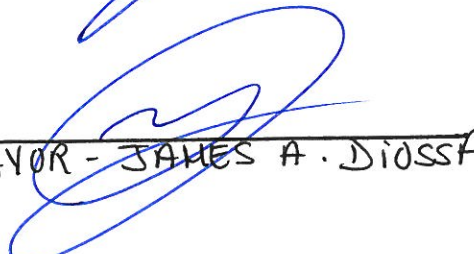
Acknowledgment
Financial Aid

Reviewed per F.S.A.  10/6/16
Edward Morganis
Administration & Finance Officer

By: _____
Printed Name: Melanie Neves
Title: Assistant Director
Date:

APPROVED


City Solicitor


MAYOR - JAMES A. DIOSSA