

FEDERAL WORK STUDY PROGRAM COMMUNITY SERVICE JOB PLACEMENT

OFF-CAMPUS AGREEMENT

This Agreement is entered into between the University of Washington, hereinafter known as the "Institution," and _____, hereinafter known as the "Organization," a public or private, nonprofit organization, for the purpose of providing community service jobs for students eligible for the Federal Work Study program (FWS).

All terms herein shall be interpreted in accordance with any definitions thereof contained in the federal statutes and regulations governing the Federal Work Study program as authorized under the Higher Education Amendments of 1965, including any subsequent amendments or revisions; and this Agreement, in its entirety, shall be construed so as to effectuate the purposes of that program.

Whereas, the Institution and the Organization desire that certain students engage in community service-related jobs under the Federal Work Study program,

Whereas, the Organization is in a position to utilize the services of such students,

Now therefore, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

A. ORGANIZATION RESPONSIBILITIES: General

The Organization agrees to:

1. Utilize the services of students of the Institution who are eligible to participate in the Federal Work Study program, who are qualified for the work, and who are acceptable to the Organization. A detailed job description and a statement of the rate of pay for each position must be set forth on an approved Community Service Job Description form. Any subsequent changes must be reported to the Institution and must be agreed upon by the Institution before they become effective;
2. Comply with all appropriate federal, state and local laws. The Organization agrees that no student will be denied work or be subjected to different treatment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or status as a disabled veteran or Vietnam era veteran. It further agrees that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Educational Amendments of 1972 (Pub. L. 92-318) and the Regulations of the US Department of Education which implement these acts. The Organization will not accept voluntary services from students hired under the Federal Work Study program and will pay the hired students for all hours worked, even if those wages are not eligible for reimbursement under this program, in accordance with the Fair Labor Standards Act, as amended;

3. Employ students to perform work which:
 - a. Is community service. Community service includes performing jobs that are designed to improve the quality of life, especially for low income residents, and for persons with disabilities. Such jobs include, but are not limited to: health care, child care, literacy training, education, welfare, social services, service opportunities or youth corps, transportation, housing, safety, crime prevention and control, mentoring, tutoring, counseling, recreation, support services for students with disabilities;
 - b. Will not result in the displacement of regular employees, impair existing contracts for services, or fill positions which are vacant because regular employees are involved in a labor dispute;
 - c. Will not involve the construction, operation, or maintenance of any facility that is used or is to be used for sectarian instruction or as a place of religious worship;
 - d. Will not involve any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election for public or party office. Nor will the work be for an elected official who is responsible for the regular administration of Federal, State, or local government. Nor will the work be as a political aide for an elected official, or involve lobbying on the Federal, State or local level. Nor will the student's political support or party affiliation be taken into account in hiring him or her;
 - e. Will be compensated at an hourly pay rate;
 - f. Will, where possible, be related to each individual student's education objectives and background.
4. Be the employer of record and accept all normal and legal employer responsibilities including liability for job-related injuries and for requesting, performing and covering the costs of any personal criminal background checks required under the State Child Adult Abuse Law or State Department of Health rules. The Organization will control and direct the services of the students hired. It agrees to provide employee orientation which includes information about hours of work, place of work, working conditions, briefing on safety and standards of conduct, and familiarity with Organization procedures; for providing explanation of duties, performance requirements in terms of quality, quantity, methods, and priorities, and the necessary basic corrective and progressive training; and for providing on-site supervision of the employment activities of the students.
5. Not permit the garnishment or attachment of earnings under the Federal Work Study Program to satisfy any debt owed by the student, other than a debt arising under Title IV of the Education Amendments of 1965 owed to the Secretary of the U.S. Department of Education. See 20 U.S.C. sec 1095 a (d)
6. Submit all required documents for this program in a timely manner, including Job Descriptions, notices of changes to job descriptions, payroll information, and job referral notices.

7. Regulate the number of hours worked each week, maintain a daily record of attendance and hours worked by each student in clock hour sequence, maintain pertinent payroll records, and permit inspection of these records by representatives of the Institution or the US Department of Education, as requested;
8. Notify the Institution of any change affecting the student's employment; and
9. Permit representatives of the Institution to perform on-site visitations from time to time in order to become familiar with the off-campus project and ensure that proper procedures are followed.

B. ORGANIZATION PAYROLL AND REIMBURSEMENT RESPONSIBILITIES

The Organization further agrees to:

1. Pay directly to employed students their total compensation less appropriate deductions at least once a month;
2. Bear the costs of employee benefits, including all payments due as an employer's contribution under the State Worker's Compensation laws, federal Social Security laws, and other applicable laws. Bear the costs of any commission, bonus or other special compensation paid to the student in addition to the agreed upon hourly rate of pay. Bear other costs related to the employment of the student including sick pay or holiday leave, and the costs of any liability for injury to the employee;
3. Claim reimbursement only for wages:
 - i. That do not represent hours of work in excess of the maximum number of hours subject to reimbursement under this Agreement;
 - ii. That are paid to students who have been certified as eligible by the Institution prior to employment; and
 - iii. That were earned within the time frame agreed upon for each position, and the gross earnings for which are within the maximum earnings allocation for the student.
4. Submit all payroll information required by the Institution on the appropriate form, by the 15th of the month following each of the Organization's payroll periods in which the student had earnings;
5. Submit to the Institution's appropriate office on or by June 30, payroll information as required by the Institution for any compensation earned or paid during the month of June, regardless of the timing of the Organization's payroll periods;
6. Waive and forfeit all claims for reimbursement of compensation earned or paid to students but not reported or submitted to the Institution as required by the terms of this Agreement; and

7. Make available upon request by the Institution's personnel and/or personnel of the US Department of Education, its payroll records for students paid under this Agreement.

C. THE INSTITUTION AGREES TO:

1. Determine student eligibility for employment under the Federal Work Study (FWS) program in accordance with the regulations established by the US Department of Education;
2. Refer for employment only students eligible for this program who have been offered the opportunity for employment under the Work Study program;
3. Reimburse the Organization to the extent of 75% of its total reimbursable payroll paid to students under this Agreement, said reimbursement to be made within 60 days following receipt of the Organization's properly completed payroll information. No reimbursement will be made if such information is delivered after the previously agreed upon calendar deadlines;
4. Notify the Organization of any student employee who may become ineligible.

D. ALL PARTIES AGREE:

1. The total reimbursable payroll shall consist of the hourly rate of compensation paid to a student multiplied by the number of reimbursable hours of work performed by the student. The number of hours worked may not exceed 40 hours per week; the Institution may specify that a student work fewer hours per week;
2. This Agreement shall be subject to the availability of funds granted to the Institution for this program. It shall also be subject to the provisions of legislation and regulations pertaining to the Federal Work Study program adopted subsequently;
3. This Agreement may be amended upon mutual written consent of the Organization and the Institution;
4. This Agreement may be terminated by mutual consent or upon 30 days written notice by either party to the other;
5. This Agreement terminates if no student placements under this Agreement occur for a period of one year (July 1 to June 30);
6. If not terminated, this Agreement will remain in effect until superseded by another Agreement, or until changes in legislation or regulations governing the Federal Work Study program render this Agreement invalid.

In witness hereof, the parties hereto have executed this Agreement.

EMPLOYER INFORMATION	
By:	
_____ Signature of Employer Representative	_____ Date
_____ Signature of Employer Representative (please print or type)	_____ Telephone No.
_____ Name of Employing Organization	
_____ Street Address	
_____ City, State, Zip Code	

INSTITUTION INFORMATION	
By:	
_____ Signature of Institution Representative	_____ Date
_____ Director of Student Financial Aid	

For Office Use Only:	
Received from employer _____	
OSFA approved _____	
Forwarded to Director _____	
Copy sent to employer _____	