

## US Government Agency Agreement Federal Work Study Program

The agreement is entered into between the University of Washington, hereinafter know as the "institution," and \_\_\_\_\_, hereinafter know as the "Organization," a federal public agency, for the purpose of providing work to 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 1986, 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 work 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 and who are qualified and acceptable to the Organization. A detailed job description and the rate of pay for each position must be set forth on an approved Job Description form. Any subsequent changes in the description form must be reported and 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 subjected to different treatment under this agreement 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 Department of Education which implement these acts. The organization will not permit voluntary services by students hired under the Federal Work Study program and will pay these 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 student to perform only work which:
  - a. Will not result in displacement of regular employees, impair existing contracts for services, or fill positions which are vacant because regular employees are involved in a labor dispute;

- b. 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;
  - c. Will not involve any partisan or non-partisan 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 not responsible for the regular administration of Federal, State, or local government, be a political aid 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;
  - d. Will be in the public interest. The work will not primarily benefit members of a limited membership organization;
  - e. Will be compensated at an hourly payrate; and
  - f. Will, where possible, be related to each individual student's education objectives and background.
4. The Organization will control and direct the services of the students hired and will bear responsibility 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. It bears responsibility for employee orientation with regard to hours of duty, place of duties, working conditions, briefing on safety, 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. 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.
  6. 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 records, and permit inspection of these records by representatives of the Institution or the Department of Education, as requested;
  7. Notify the Institution of any change affecting the student's employment; and
  8. 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 insure that proper procedures are followed.

## B. Organization Payroll Responsibilities

The Organization further agrees to:

1. Refer students hired under this Agreement to the Work Study office for completion of University of Washington payroll documentation and submit all required documents necessary to the payroll process to the Work Study Office according to the payroll deadlines published by the Work Study Office.
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. Pay to the Institution within 60 days of notice in writing, at least 25% of the total compensations paid to students under this Agreement, plus 100% of such amounts as may be required to cover all employee benefits and other costs incurred as employer. In addition, the organization agrees to reimburse 100% of costs incurred for employment of students for hours worked in excess of maximum number of hours permitted under this Agreement, for hours worked before or after the program periods as indicated on Job Description forms, and for wages in excess of the maximum earnings allocation and eligibility for each student. Delinquent accounts will be subject to a 1% per month late charge.
4. Make available upon request by the Institution's personnel and/or personnel of the US Department of Education its records for students employed 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. Pay the wages and employee benefits, in full, for students certified as eligible by the Institution as eligible for participation and for whom properly completed payroll information has been received.
4. Notify the Organization of any student employee who may become ineligible.

D. All parties agree:

1. The number of hours worked per week 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 day 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 _____	

WORK 0809 (FWSPROG AGR)