

**THE UNIVERSITY OF ARIZONA
FEDERAL WORK-STUDY PROGRAM
OFF-CAMPUS AGREEMENT**

This agreement, effective this _____, _____ is entered into between the Arizona Board of Regents on behalf of The University of Arizona, hereinafter called the Institution, and - _____, hereinafter called the Organization, a federal, state or local public agency/private non-profit organization (strike one), for the purpose of providing work to students eligible to participate in the Federal Work-Study Program, hereinafter called the Program, under the Higher Education Act of 1965 and any amendments thereto.

By entering into this agreement the Organization will receive the benefit of the service of the student or students employed and the Institution will benefit through its ability to enroll needy students as a result of the funds, which such students will earn through this program.

ARTICLE 1

1.1 Work Assignments

- a) Students will be made available to the Organization in a manner prescribed by the Institution for performance of specified work assignments. Students may be removed from work on a particular assignment or from the Organization by the Institution, either on its own initiative or at the request of the Organization.
- b) The Organization shall be considered the employer and shall have the right to control and direct the service of the student with regard to the work to be accomplished and the means by which it is to be accomplished. The Institution shall determine that the student meets the eligibility requirements for employment under the Program.

1.2 Conditions of Employment

- a) It is agreed that the Organization shall:
 - (1) Provide orientation to the student with regard to hours of duty, place of duties, working conditions, and briefing on safety, standards of conduct and a familiarization with Organization procedures. Such orientation shall be designed to aid the student in adjusting to the job situation;
 - (2) Provide the student with an explanation of his/her duties; performance requirements in terms of quality, methods and priorities, and the necessary basic corrective and progressive training;
 - (3) Provide on-site supervision of the employment activities of the student;
 - (4) Establish and maintain such records, including time and attendance records, and submit such reports as may from time to time be required by the Institution;
 - (5) 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 being followed;
 - (6) Limit earnings to the amount approved by the Institution and limit hours to no more than thirty (30) in any week. Students may work forty (40) hours per week during periods when classes are not in session; i.e., holidays and semester breaks. The Organization shall assume full responsibility for payment of compensation to students for hours worked in excess of such maximum limitation;
 - (7) insure a safe work environment for the student employee and shall take all reasonable precautions to protect the health and safety of the student employee;

- 8) Not provide transportation for students to and from their work assignments;
- b) The work performed by students participating in the Program:
- (1) shall be work for which the Organization's funds are available;
 - (2) shall not result in the displacement of the Organization's employed workers or impair its existing contracts for service;
 - (3) shall be governed by such conditions of employment as will be appropriate and reasonable in light of such factors as type of work performed, geographical location, and educational level proficiency of the student and any applicable federal, state or local legislation;
 - (4) shall 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;
 - (5) shall not involve the construction, operation, or maintenance of so much of any facility as is used or is to be used for sectarian instruction or as a place of religious worship;
 - (6) shall not be primarily for the benefit of the members of a limited membership organization, rather than the public
 - (7) shall, where possible, be related to each individual student's educational objectives and background.

1.3 Student Compensation and Payroll

- a) Compensation for work, performed under this agreement shall be paid to students by the Organization. Federal Work-Study employees must receive at least the federal minimum wage rate. Compensation for undergraduate FWS employees must be computed on an hourly wage. However, graduate students may be paid on either an hourly wage or on a salary basis. Wage differentials based on race, creed, color, national origin, or sex is not permissible. It is not acceptable to base the rate of pay on the student's need or on any other factor not related to the student's skills. Generally, students performing comparable jobs should be paid comparable wages. The Organization should consider the following factors when determining the appropriate wage rate:
- (1) the skills needed to perform the job;
 - (2) how much workers with those skills are paid in the local area for doing the same type of job;
 - (3) rates the Organization would normally pay similar non-FWS employees; and
 - (4) any applicable federal, state or local laws that require a specific wage rate.
- b) As of August 24, 2009, the Institution shall pay the Organization 50% of the compensation paid to the student, exclusive of employee related expenses. A twenty five percent administrative fee shall be collected at the time the reimbursement to the Organization is processed. This administrative fee shall not reduce the 50% compensation paid to the Organization. The Organization shall submit a FWS Time Report form only for the students certified as eligible by the Institution's Office of Scholarships and Financial Aid prior to employment and only for hours not in excess of the number approved by the Institution. Reimbursement will be made for wages paid after receipt of the Organization's invoice and copies of Time Reports. Employers are to complete their invoices no later than ten (10) days following the end of the month during which the payroll period(s) were completed. The Institution shall reimburse the Organization for its share of the student's compensation within approximately thirty (30) days of the Institution's receipt of the invoice. Invoices should be sent to the following address:

University of Arizona
Office of Scholarships and Financial Aid
ATTN: Federal Work Study Program
PO Box 210066
Tucson, AZ 85721-0066

1.4 Employee Related Expenses

All payments due as an employer's contribution under state or local worker's compensation laws, under federal or state social security laws, or under other applicable laws, will be the responsibility of the Organization.

1.5 Wage Restrictions:

Garnishment of Federal Work Study wages are not subject to court ordered garnishments:

No FSA grant, loan, or work assistance (or property traceable to that assistance) is subject to garnishment or attachment except to satisfy a debt owed to the Department. A student's FWS wages may be garnished only to pay any costs of attendance that the student owes the school or that will become due and payable during the period of the award. Schools must oppose any garnishment order they receive for any other type of debt. By law, FSA funds may only be used for educational purposes. If your school is not the employer in an off-campus employment arrangement, it must have an effective procedure to notify off-campus employers that garnishment of FWS wages for any debt other than a cost of attendance is not permissible.

ARTICLE II Governing Laws

2.1 The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination and Immigration. The Organization agrees that no student referred to it as a result of this agreement will be denied work or be subjected to different treatment on the grounds of race, color religion, age, sex, national origin, physical or mental disability, or status as a Disabled Veteran or Vietnam Era Veteran, and that it will comply with the provision of the Civil Rights Act of 1964 (Public Law 88-352-78) and Executive Order 11246, as amended (CFR 60-2.21 (b) (2)), and the rules and regulations of the Department of Labor that implement those Orders as applicable to the Organization.

2.2 The Institution shall have the right to control and direct this Program in accordance with institutional and federal regulations. The institution shall establish appropriate policies with respect to such matters as the total number of students to be employed, the total number of hours per week each student will be utilized and review the hourly rates of pay and the maximum amount of earnings that each student is eligible to earn under the Program. This paragraph shall not affect the right of the Organization to control and direct the activities as specified in subsection 1.1 (a) of this agreement.

ARTICLE III Terms of Agreement

3.1 This agreement may be amended only by addendum hereto executed by authorized officials of both the Institution and the Organization.

3.2 This agreement shall supersede any and all prior agreements between the Institution and the Organization regarding the operation of a FWS program under the provisions of the Program and shall be subject to the availability of funds to the Institution for the portion of the student's compensation, which is the obligation of the Institution.

3.3 All terms used herein shall be interpreted in accordance with any definitions thereof contained in the federal statutes and regulations (Title 34, Code of Federal Regulations, Part 675), and are to be interpreted in accordance with Arizona law.

3.4 This agreement may be terminated at any time by mutual agreement or upon thirty (30) days written notice by either party to the other. If not terminated, it will automatically renew itself as of July 1 each year for the ensuing fiscal year beginning on that date.

3.5 The parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona or the availability of funding from other sources. Should the Legislature fail to appropriate the necessary funds or if the University's appropriation is reduced during the fiscal year, or funding becomes otherwise not legally available, the Arizona Board of Regents may reduce the scope of this agreement if appropriate or cancel the agreement without further

duty or obligation. The Board agrees to notify the other party or parties as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

3.6 This Contract is subject to cancellation pursuant to the provisions of Arizona Revised Statute 38-511 regarding Conflict of Interest.

3.7 The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.

ARIZONA BOARD OF REGENTS ON BEHALF
OF THE UNIVERSITY OF ARIZONA

By: _____
Signature

Typed Name

Date

OFFICE OF SCHOLARSHIPS AND FINANCIAL AID

By: _____
Signature

Helen Horetski, Director, Finance-Operations

Typed Name and Title

Date

THE ORGANIZATION:

By: _____
Authorized Signature

Typed Name and Title

Date