

FEDERAL WORK STUDY PROGRAM OFF-CAMPUS AGREEMENT

Please Print or Type

Name of Organization: _____

Billing Info: _____

Address

City

State

Zip

Agreement Signer: _____

Contact

Phone

Email

Supervisor Info: _____

Name

Phone

Email

This agreement is entered into between the University of San Francisco, a California private, non-profit institution ("University"), and the organization whose name appears above. The organization shall be a public or a private non-profit organization or a governmental agency ("Organization") qualified under the regulations governing the Federal Work-Study (FWS) Program for the purpose of providing work to students eligible to participate in the FWS program.

This organization is: (check those appropriate)

- (1) A public organization
 Federal State Municipal (Local)

- (2) A private organization
 Non-profit For-profit

The following terms and conditions shall govern the Organization's participation in the University's FWS program and the employment of any student.

TERMS AND CONDITIONS

A. Nature of Work. The parties understand and agree that work is to be performed for a public or private non-profit organization, or a private for-profit organization, and

- 1) Will not result in the displacement of employed workers or impair existing contracts for services;
- 2) Will not fill jobs that are vacant because the regular employees of the agency are on strike;
- 3) Will be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as type of work performed, geographical region, and proficiency of the employee, and as mutually agreed by the University and the Organization;

- 4) Will not involve the construction, operation, or maintenance of any part of a facility used, or to be used, for sectarian instruction or religious worship; and
- 5) Will not discriminate against someone on the basis of race, color, religion, national origin, or sex; and
- 6) 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.

B. Organization Is Employer. Organization shall be considered the employer for purposes of this agreement.

Organization has the right to control and direct the services of the students, not only as to the result to be accomplished, but to the means by which the result is to be accomplished. University is limited to determining whether the students meet the eligibility requirements for employment under the FWS program, to assigning students to work for the organization, and to determining that the students do in fact perform their work.

C. Work Hours/Payment for Work Only. During periods of regular enrollment at the University, students employed under this agreement may work no more than twenty-five (25) hours per week. When classes are not in session, during the University's scheduled intersession and spring break, students may work up to thirty-five (35) hours per week. At all times, students are entitled to overtime pay in accordance with California law. Students may be paid only for hours actually worked and may not be paid for vacation, holiday or other hours not actually worked, with the exception of accrued paid sick leave hours according to local and/or state sick leave regulations. When a student's earnings reach his/her FWS award, the student's employment under this agreement terminates.

D. Termination of Agreement/Student FWS Assignment. The University may terminate this agreement upon the Organization's noncompliance with FWS regulations, unsatisfactory treatment of students, or nonpayment of bills. The University may remove students from work on a particular assignment or from the Organization, either on its own initiative- should the student become ineligible for FWS or for another appropriate reason- or at the request of the Organization.

E. University Responsibilities. University shall:

- 1) Establish the eligibility of students participating in the FWS program;
- 2) To the best of its ability, refer eligible FWS students to the Organization for employment
- 3) Maintain FWS records including timesheets and payroll vouchers;
- 4) Assume payroll responsibility; compensation of students for work performed under this agreement will be disbursed- and all payments due under state or local workers' compensation laws, under federal or state Social Security laws, or under other applicable laws, will be made- by the University. The University will bill the Organization for the Organization's share of the FWS student employee's compensation;
- 5) Notify the Organization when a student is approaching his/her FWS award limit and when a student has reached his/her FWS award limit.

F. Organization Responsibilities. Organization shall:

- 1) Provide FWS employment under this agreement only to those students approved and referred to the Organization by the University's Work-Study Coordinator;

- 2) Provide a job description for each position to be performed by a student under this agreement as well as additional forms that may be attached to this agreement from time to time at the request of the University, including but not limited to the Work Study Authorization form;
- 3) Establish an hourly wage for FWS employees which is reasonable in light of the work being performed, geographical region, experience of the employee, and similar to what the agency normally pays a non-work-study employee; however, in no case shall such hourly wage be less than the prevailing federal minimum wage and/or local minimum wage (whichever is greater). Such hourly wage shall be in accord with the wage and hour laws of the State of California. The hourly wage is subject to University approval;
- 4) Provide responsible and direct supervision of FWS employees, and the work being performed;
- 5) Maintain proper working conditions and allow the University to visit and inspect the work site;
- 6) Understand that the percentage of student wages covered by our federal allocation will vary depending on the job responsibilities that the student is performing at the agency, and:
 - a) pay the University zero percent (0%) of students' wages to the limit of the student's FWS award if the student's job description meets federal community service guidelines;
 - b) pay the University twenty-five percent (25%) of students' wages to the limit of the student's FWS award if the job description does not meet the federal definition of community service and the student is working at a private or public nonprofit agency;
 - c) pay the University fifty percent (50%) of students' wages to the limit of the student's FWS award when the student is employed at a private, for-profit agency;
 - d) and pay the University one-hundred percent (100%) of students' wages in excess of the FWS award limit regardless of the job responsibilities or employing agency;
- 7) If applicable, comply with the San Francisco Health Care Security Ordinance (HCSO) including paying the employer spending requirement for healthcare expenditures for students working within the City and County of San Francisco;
- 8) With support from the Office of Student Employment, gain and maintain access to myUSF and USFWorks in order to manage the recruiting and hiring processes and worker profiles, and to monitor and approve student timesheets;
- 9) Approve the semi-monthly time entry of time worked by the students on USFWorks, and certify that all time is reported accurately and includes no anticipating or back-tracking of hours worked; ensure that all time entries are certified by approved supervisors; help ensure the submission of students' time entries to the University in accordance with University payroll schedule;
- 10) Maintain student employment profiles in USFWorks, including but not limited to updating job details, ensuring accuracy of job descriptions, updating compensation rates, approving timesheets, and terminating student roles in accordance with California Labor Law; Complete the mandatory Federal Work-Study Authorization Form for each student employee hired; Complete the recruiting process by ensuring jobs that are unavailable are removed from the job boards and candidates are notified of their application status;
- 11) Pay the University one hundred percent (100%) of the student's wages in excess of the student's FWS award;
- 12) Confer with University's Work-Study Coordinator before dismissing any FWS employee;
- 13) Not deny any student work or subject any student to different treatment under this agreement on the grounds of race, color, religion, ancestry, national origin, age, sex, sexual orientation, marital status, medical condition, disability, or any other basis protected by federal, state, or local law. The Organization shall further comply with

the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education that implements those acts.

G. Indemnity. University and Organization agree to defend, indemnify and hold one another, their respective officers, employees, students and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of the indemnifying party, its officers, employees, students or agents.

H. Insurance. Without limiting the Organization's indemnification, the Organization shall provide and maintain at its own expense, during the term of this agreement, or as may be further required herein, the following insurance coverages and provisions. All insurance must be primary and not contributing. In addition all insurance providers must have a Best's Key Rating of "A" or better and be admitted insurers in the state of California.

Insurance shall not be canceled or changed so as to no longer meet the University of San Francisco's insurance requirements without 60 days' prior written notice of such cancellation or change.

- 1) Evidence of Coverage. Prior to commencement of this agreement, the Organization shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained and naming the University of San Francisco as additional insured (except for Worker's Compensation).

This verification of coverage shall be sent to:

Melissa Diaz
Director of Risk Management
Office of Accounting & Business Services
University of San Francisco
2130 Fulton Street
San Francisco, CA 94117-1080

- 2) Commercial General Liability Insurance. The Organization shall, at its own expense, provide and keep in force during the continuance of this Agreement, a commercial general liability insurance policy, to protect the Organization, its officers, and employees against liability arising out of the Organization's operations, including contractual liability, products and completed operations, resulting from injury to or death of, any person occurring in or about said work, and for injury or damage to property in the amount of not less than a combined single limit of \$1,000,000 per occurrence with a \$3,000,000 aggregate.

In addition the following limits shall also be provided:

Products/Completed Operations: \$3,000,000 aggregate
Personal/Advertising Injury: \$1,000,000 per occurrence

- 3) Automobile Liability Insurance. For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

- 4) Workers' Compensation and Employer's Liability Insurance. Worker's Compensation insurance as required by the Labor Code of the State of California including waiver of subrogation and Employer's Liability insurance for not less than one million dollars (\$1,000,000) per accident.
- 5) Professional Errors and Omissions Liability Insurance. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- 6) Claims Made Coverage. If coverage is written on a claim made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policies shall provide that:
 - a) Policy retroactive date coincides with or precedes the Organization's start of work (including subsequent policies purchased as renewals or replacements).
 - b) The Organization will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insured.
 - c) If insurance is terminated for any reason, the Organization agrees to purchase an extended reporting provision of at least ten years to report claims arising from work performed in connection with this Agreement.
 - d) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

I. Term. This agreement shall be valid from August 16, 2021 through May 31, 2023, unless sooner terminated and shall be subject to renewal by the mutual agreement of the parties hereto in writing.

Date

(Print) Organization Representative

Signature

Title

Date

Angelika Williams
Assistant Vice Provost, Student Financial Services

Date

Lauren Pixler
Assistant Director of Financial Aid, Student Employment