

OFF-CAMPUS EMPLOYER FEDERAL WORK-STUDY AGREEMENT

For employer ("ORGANIZATION") NEW to program or for renewal with gap in contract period
Legal name and address of ORGANIZATION

Agency Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Status of ORGANIZATION: (circle one) public organization / private non-profit organization
incorporated in the State of _____

Tax ID#: _____

Agreement period from: _____ through: _____

(Annual renewals will be processed with an Amendment to Contract.)

This Agreement is entered into between the University of Oregon (hereinafter referred to as the **UNIVERSITY**), and _____ (hereinafter referred to as the **ORGANIZATION**) to provide work for students eligible to participate in the Federal Work-Study Program. Upon signature by the authorizing officials of **UNIVERSITY** and **ORGANIZATION**, the parties agree to the following:

ORGANIZATION AGREES:

1. To employ under this program only those college students who have accepted Federal Work-Study awards offered by the **UNIVERSITY**. (UO Work Program awards do not qualify for this program.)
2. To provide to qualified students work that:
 - a. will be in the public interest and would not otherwise be provided;
 - b. will not result in the displacement of employed worker or impair existing contracts for services;
 - c. will be governed by such conditions of employment, including compensation, as are appropriate and reasonable in light of such factors as the type of work performed, geographical region, and proficiency of the employee;
 - d. will be related, whenever possible, to the student's educational objective.
3. To provide to those qualified students professional direction; and to see that the work to be performed by the student:
 - a. is responsibly supervised consistent with the purpose of the Act;
 - b. does not involve political or religious activity; and
 - c. does not involve the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place for religious worship.
4. To provide work to students under this program in accordance with limitations as set forth in **Attachment A**, which is attached hereto and hereby made a part of this agreement.
5. To reimburse the University for 50% of gross compensation earned by the student employees, unless otherwise certified by UO Financial Aid Office as waived in **Attachment A**.
6. To reimburse the University for required employment benefits on total gross compensation earned by student employees, including payroll taxes (Social Security and Medicare), estimated to be 9% or less of gross compensation, in connection with such employment of the students, unless otherwise certified by UO Financial Aid Office as waived in **Attachment A**. Actual costs are to be determined based on the earned wages and current rates as calculated monthly by the **UNIVERSITY**.
7. To promptly reimburse the **UNIVERSITY** for the **ORGANIZATION's** share of student employees' costs within 30 days of the presentation of an invoice from the **UNIVERSITY**. Amounts remaining unpaid after 45 days of the invoice date shall accrue interest payable at the rate of 9 % per annum.
8. To provide workers' compensation insurance coverage for students for all hours worked. .
9. To pay directly to students the full amounts due to them for hours worked in excess of certified Federal Work-Study allocation, as reported in monthly allocation reports provided to the **ORGANIZATION** for each hired student.

10. To report hours worked by students employed under this agreement in a manner specified by the **UNIVERSITY** and to establish and maintain work records and submit such reports as may be requested to the **UNIVERSITY**.

11. To be responsible for any audit discrepancies whether (a) involving any deviation from the terms as set forth in this agreement, or (b) due to commitments made by the **ORGANIZATION** which result in an expenditure in excess of the amount allotted by the **UNIVERSITY**.

12. To ensure that no student will be denied work or subjected to different treatment under this program on the grounds of race, color, religion, sex, age, handicap or national origin and that it will comply with the provisions of the pertinent Federal and State Legislation and regulations.

13. To control and direct the services of the students, not only as to the result to be accomplished but also as to the means by which the result is to be accomplished; assume the liability arising out of the students' activities hereunder; and include student employees hired under this agreement in **ORGANIZATION's** general liability insurances at the same coverage as for any employee of **ORGANIZATION**.

UNIVERSITY AGREES:

1. To verify students' eligibility and post positions to the Career Services web site, if requested.

2. To notify the **ORGANIZATION** on a monthly basis of any student who becomes ineligible via a report that indicates student work-study award, amount paid, and amount remaining. Students may be removed from work on a particular assignment or from the **ORGANIZATION** by the **UNIVERSITY** either on its own initiative or at the request of the **ORGANIZATION**.

3. To provide the necessary administrative and payroll accounting services to make wage payments to certified students hired by the **ORGANIZATION** under this program, exclusive of hours worked in excess of hour limitations specified in items (4) and (5) under "**ORGANIZATION AGREES.**" Certified students shall be considered in all respects as employees of the **ORGANIZATION**.

4. To establish a separate account in which federal and **ORGANIZATION** funds will be deposited.

5. To report to the **ORGANIZATION** on wages and OPE paid monthly to students pursuant to this agreement and to provide invoices to the **ORGANIZATION** for reimbursement of eligible wages and OPE due to **UNIVERSITY**. At the termination of this agreement the **UNIVERSITY** shall return to the **ORGANIZATION** the unspent portion of the advance funds if any was provided by the **ORGANIZATION**. At the option of **ORGANIZATION**, unspent advance funds remaining at the end of the current agreement period may be carried over by **UNIVERSITY** for use in the next period, if such agreement is extended.

The Agreement may be terminated at any time by mutual consent or by either party upon 30 days written notice to the other party.

IN WITNESS WHEREOF, said parties have caused this instrument to be executed for the above named period.

UNIVERSITY OF OREGON

ORGANIZATION:

Signature: _____

Mark J. Diestler
Associate Vice President & Director of
Student Financial Aid and Scholarships

Signature: _____

Name: _____

Title: _____

Date: _____

Date: _____

Payroll Account # to be assigned by UO: # _____

ATTACHMENT A

I. Limitations of Hours of Employment

Under this agreement, student compensation to be paid shall not exceed an average of 20 hours per week when classes are in session or a maximum of 40 hours per week during University vacation periods.

II. Limitations of Total Earnings

Gross compensation under this agreement shall not exceed the maximum dollar certification for any individual student as specified on the student's Financial Aid Award Letter or verified by the Office of Student Financial Aid and Scholarships.

III. Organization Compensation Requirement

Based on Federal program regulations, the Organization shall reimburse the University for the appropriate portion of a student's wages earned under this agreement for the type of activities performed as marked and certified below by the UO Financial Aid and Scholarships Office, plus actual costs (i.e. payroll taxes and other required payroll expenses) on the total compensation (Organization share and federal share) earned by the student. The benefits rate will be computed monthly by the University based on the students earnings and will approximate 9% of gross compensation.

ORGANIZATION WILL PAY:

- A. 50% of the gross compensation earned by students under this Agreement plus total benefit costs.
- B. 0% of the gross compensation, with 100% of salary paid by federal funds for reading tutors for preschool age children or elementary school children (benefits are paid by the University)
- C. 0% of the gross compensation, with 100% of salary paid by federal funds for mathematics tutors for elementary school through ninth grade children (benefits are paid by the University).
- D. 0% of the gross compensation, with 100% of salary paid by federal funds for student performing family literacy activities in a family literacy project that provides services to families with preschool age or elementary school children, whether performed for a federal, state or local agency, or for a private nonprofit organization (benefits are paid by the University).

Option: _____ certified and approved for ORGANIZATION

Agency Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Approved by: _____

UO Financial Aid Office

Date