



Office of Financial Aid
 Cal Poly Pomona
 3801 W. Temple Ave.
 Pomona, CA 91768-4008
 FAX (909) 869-4757

Name of Agency _____

Type of Agency:
 Off Campus Non Profit _____
 Off Campus Governmental _____
 America Reads/America Counts _____
 On Campus Foundation/ASI _____

FEDERAL WORK-STUDY PROGRAM OFF-CAMPUS AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20__ at, Pomona, County of Los Angeles, State of California, by California State Polytechnic University hereafter called "Institution" and by _____ hereafter called "Contractor" for the purpose of providing work to students eligible for the Federal Work-Study Program.

Institution has received a grant from the U.S. Secretary of Education pursuant to Title IV, Part C, of the Higher Education Act of 1965, P.L.89-329, as amended (Title 42, United States Code, Sections 2751-2756b), hereinafter called the "Act." The purpose of that grant is to stimulate and promote the part-time employment of students who are in need of earnings from such employment to pursue courses of study at eligible postsecondary institutions and to encourage students receiving federal student financial assistance to participate in community service activities that will benefit the nation and engender in the students a sense of social responsibility and commitment to the community. To the maximum extent practicable, the employment will complement and reinforce the educational program or vocational goals of each student receiving such assistance.

Institution and Contractor desire that Institution's eligible students engage in work in the public interest for public agencies and private nonprofit organizations such as Contractor under the Federal Work-Study Program authorized by the Act. Contractor represents that its work is in the public interest since it is work performed for the national or community welfare rather than work performed to benefit a particular interest or group and that it is a reliable agency or organization that has professional direction and staff and is able to utilize the services of such students.

Therefore, Institution and Contractor in consideration of the covenants contained herein agree as follows:

1. Contractor shall utilize the services of students who are referred to Contractor by Institution and who Institution has determined are eligible to participate in the Federal Work-Study Program and who Contractor determines are qualified and acceptable to perform services for Contractor. The services to be performed by the students are summarized in Exhibit "A" attached hereto and by this reference made a part hereof.
2. The work performed by the students shall be in the public interest and shall be consistent with the purposes and requirements of Title IV, Part C, of the Higher Education Act of 1965, as amended, and consistent with the program regulations adopted thereunder (see Title 34, Code of Federal Regulations, and Part 675).
3. The work performed by the students shall not:
 - a. Displace employees, impair existing service contracts or replace regular employees who are on strike; or
 - b. Involve any partisan or nonpartisan political activity associated with a faction in an election for public or party office; or
 - c. Benefit primarily members of a limited membership organization such as a credit union, a fraternal or religious order, or a cooperative; or
 - d. Involve work for an elected official as a political aide or work for an elected official who is not responsible for the regular administration of federal, state, or local government;

- e. Involve the construction, operation or maintenance of any part of a facility used or to be used, for sectarian instruction or religious worship; or
 - f. Involve any lobbying on the federal, state, or local level; or
 - g. Include employment for the U.S. Department of Education; or
 - h. Include consideration of the student's political support or party affiliation in the hiring decision.
4. The wage rate to be paid to students participating in the program shall:
- a. Be not less than the current federal minimum wage required under Section 6(a) of the Fair Labor Standards Act of 1938;
 - b. Be computed on an hourly basis for actual time on the job;
 - c. Not include any fringe benefits; and
 - d. Be appropriate and reasonable in terms of the type of work performed, the employee's proficiency, the geographical region, and applicable federal, state, or local law.
5. Contractor agrees that no student will be denied work or subjected to different treatment under this Agreement on the grounds of race, color, national origin, sex, physical disability, or age. Contractor further agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-4) prohibiting race discrimination, Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683) prohibiting sex discrimination, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) prohibiting handicap discrimination, the Age Discrimination Act (42 U.S.C. 6101 et seq.) prohibiting age discrimination, and the federal regulations adopted to implement those Acts.
6. Contractor shall:
- a. Not solicit or accept fees, commissions, contributions, or gifts as a condition for Federal Work-Study employment.
 - b. Reasonably supervise the services of students participating in the Federal Work-Study Program and permit occasional inspection and audit by Institution and auditors.
 - c. Not allow any student's earnings to exceed the amount of the student's eligibility as determined by Institution. If Contractor permits a student to earn monies in excess of the amount for which the student is eligible, Contractor shall pay all of the student's earnings in excess of the student's eligibility.
 - d. Submit the appropriate paperwork, at such times as specified by Institution and not less often than monthly, to Institution certifying the time worked by students participating in the program, and any benefits to which they may be entitled where applicable, and including a statement of whether the work was performed in a satisfactory manner.
 - e. At such times as invoiced by Institution, pay an amount sufficient to cover at least _____ (____) percent of the total compensation to be paid to students participating in the program, plus _____ (____) percentage to cover any agreed-upon reimbursement to Institution for costs of administering this Agreement. Such costs shall be identified in Exhibit "A."
7. Institution agrees to return to Contractor amounts deposited by Contractor that are not used for the payment of wages or other payroll expenses of students employed by Contractor or for agreed-upon reimbursement of Institution's costs of administering this Agreement.
8. Contractor shall provide Workers' Compensation insurance at Contractor's own cost and expense for all students employed pursuant to this Agreement.
9. Institution will be responsible for:
- a. Determination of students' eligibility to receive assistance under the Federal Work-Study Program;
 - b. Determination of the amount of Federal Work-Study assistance that students are eligible to receive; and
 - c. Payment of students' wages on behalf of Contractor.
10. This Agreement shall be subject to the availability of funds to Institution for that portion of the student's compensation paid from Title IV Federal Work-Study funds. It shall also be subject to the provisions of the Higher Education Act of 1965, as amended, and the regulations adopted thereunder, as amended.
11. The Contractor agrees to indemnify, defend and save harmless the State of California, the Trustees of the California State University, Institution, their officers, agents and employees, from any and all claims and losses

accruing or resulting to any and all persons, or public or private entities who may be injured or damaged by the Contractor in the performance of this Agreement.

- 12. The Contractor, and any agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California, the Trustees of the California State University, or of Institution. Students furnished employment by Contractor pursuant to this Agreement shall be employees of Contractor and shall not be apprentices, employees, agents, or officers of the State of California, the Trustees of the California State University, or of Institution.
- 13. Institution may terminate this Agreement and be relieved of its obligations with regard to Contractor hereunder should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Institution may proceed to carry out the purpose of this Agreement in any manner deemed proper by Institution. The cost to Institution shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid the Contractor upon written demand.
- 14. The benefits under this Agreement are not assignable by Contractor either in whole or in part nor are the responsibilities delegable by the Contractor either in whole or in part.
- 15. The provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- 16. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
- 17. This Agreement shall terminate 30 days after either Institution or Contractor has notified the other party in writing of its election to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

INSTITUTION

CONTRACTOR

BY _____
Signature

Print Name

Title

Date

BY _____
Signature

Print Name

Title

Date