

**FEDERAL WORK-STUDY PROGRAM AGREEMENT**

This Agreement is entered into between Central Washington University, hereinafter referred to as the UNIVERSITY, and

Kittitas County, hereinafter referred to as the EMPLOYING AGENCY, for the purpose of providing work to Central Washington University students who receive an award through the Federal Work-Study Program (CFDA 84.033).

In addition to the Agreement, the Employing Agency shall complete a **Business Profile** (provided as Schedule A, attached). The Employing Agency will also complete a **Job Description** form (provided as Schedule B, attached) for each job to be filled by a Federal Work-Study student. Schedules attached to this Agreement, or to be added at a future date, must be signed by an authorized official of the Employing Agency.

**SECTION I**

The Employing Agency is considered the student's employer for purposes of hiring, firing, paying hourly wage and applicable benefits, supervising, monitoring hours worked, amount earned, and ensuring the proper performance of duties by the student.

The Employing Agency shall hire those students referred by the University who are eligible to receive a Federal Work-Study award, and who are qualified and acceptable to the Employing Agency. The University must APPROVE a student's specific placement PRIOR to the student beginning work. The work performed by said student ideally should be an extension of some substantial part of her/his academic program, or clearly connected with the student's long-range vocational goal. If a student is employed by a private, for-profit organization, the work that the student performs must be academically relevant to the student's educational program, to the maximum extent practicable.

The Employing Agency agrees that no student will be denied work or subjected to different treatment under this Agreement on the grounds of race, color, gender, age, religion, national origin or physical disability, and 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 Education Amendments of 1972 (*Pub. L. 92-318*) and the Regulations of The Department of Education, which implements those Acts to the maximum extent practicable.

The Employing Agency, by accepting the terms of this Agreement, certifies that the Employee Agency is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions. The Employing Agency shall include the above mentioned requirement in any and all subcontracts into which it enters. In the event that the Employing Agency becomes debarred, suspended or ineligible from participating in transactions, the Employing Agency shall notify the University in writing within three working days of an event.

**SECTION II**

The work performed by said students SHALL NOT:

- a. Otherwise be provided by the Employing Agency;
- b. Displace employed workers, or impair existing contracts for services;
- c. Involve political activity or work for any political party;
- d. Involve the construction/operation/maintenance of any part of a facility used for religious worship or sectarian instruction;
- e. Involve activity which is primarily for the benefit of the members of any group or organization, rather than the public.

The Employing Agency agrees to:

- a. Receive approval by the Student Employment Office of the University prior to allowing a student to begin work.
- b. Provide proper supervision of the student's work by a professional staff member.
- c. Pay the student on an hourly basis for all hours worked (additional volunteer hours are NOT allowed).
- d. Pay the student an hourly wage in compliance with the Fair Labor Standards Act, and equal to the entry level wage of a comparable position within the Employing Agency.
- e. **Pay the student directly** her/his entire wage earned, less appropriate deductions, on at least a monthly basis.
- f. Properly document that the student has been paid prior to submitting for reimbursement.
- g. **Pay employer related costs**, (*not subject to reimbursement*) such as employer share of social security/worker's compensation.
- h. Monitor the student's earnings to ensure that they do not exceed their per term Work-Study award limit.
- i. Ensure the student does not work more than 19 hours per week during times she/he is enrolled in classes, or more than 40 hours per week during official University break periods.
- j. Have the student record her/his hours and days worked on a University approved Time Sheet, which includes the student's signature, and the signature of the student's supervisor, all in ink.
- k. Submit a signed University approved Invoice Voucher (original), along with the student's Time Sheet (original), to the University on a monthly basis, for hours the student worked and received payment for during the prior pay period. Incomplete forms and forms received by the University more than one month after the student received payment are not subject to reimbursement.
- l. Be responsible for any injury the student receives on the job.

- m. Ensure that all appropriate staff members receive relevant information, and comply with the terms of this Agreement.
- n. Ensure the student does not experience any employment discrimination or harassment on the job.

### SECTION III

The University agrees to:

- a. Determine which students meet the eligibility requirements for employment under the Federal Work-Study Program, and make awards to such students within the guidelines of the Financial Aid Office, as funds permit.
- b. Post approved Job Descriptions of the Employing Agency for Federal Work-Study eligible students to review.
- c. Inform the Employing Agency of any revision to the student's Federal Work-Study award, or the Employing Agency's Eligibility to participate.
- d. Reimburse to the Employing Agency, the appropriate percentage of gross wages earned and paid to a student who was approved by the University to work in a specific position through the Federal Work-Study Program. Reimbursement will be made within 30 days after receiving the Employing Agency's Invoice Voucher, and the student's Time Sheet, providing those forms are properly completed and submitted within the deadline stated in (j) above. Reimbursement applies only to gross wages (not employer benefits). Reimbursement rates may be lower than but cannot exceed:

|            |   |
|------------|---|
| 50%        | Private For-Profit Agency:  |
| 75%        | Non-Profit Agency:  |
| 75%        | Non-Profit Agency Community Service Placement (except as specified below) *                       |
| Up to 100% | Qualifying Non-Profit Agency, Reading or Math Tutors/Family Literacy/Civic Education Placements** |

\* Community Service placements must meet the Federal Work-Study Program's definition of community service, and be approved by the Student Employment Office.

\*\* Reading or math tutor, family literacy, and civic education placements must meet the Federal Work-Study Program definition.

### SECTION IV

Reimbursement according to the terms of this Agreement shall be subject to the availability of funds to the University for that portion of the student's compensation not to be paid by the Employing Agency. This Agreement is subject to all present and future legislation and regulations pertaining to the Federal Work-Study Program during the duration the Agreement, as noted in Section VI.

### SECTION V

This Agreement may be canceled by either party upon failure to comply with the terms of the Agreement.

### SECTION VI

This Agreement is effective on the date signed by the University below (*but no earlier than 7/1/2011*), and shall terminate **June 30, 2012**, unless sooner terminated by default or mutual agreement.

**FOR EMPLOYING AGENCY** (*to be signed by authorized person within Employing Agency*)

BY:

*Signature*

*Boce Chair*

*Title*

*Paul Jewell*

*PRINT NAME*

*8/16/11*

*Date*

**FOR CENTRAL WASHINGTON UNIVERSITY** (*to be signed by authorized CWU personnel*)

BY:

*Signature*

*Financial Aid Director*

*Title*

*Date*

*8-24-11*