



Terms of Agreement for Off-Campus Agencies

If you need assistance with completing this form, please contact our office at 480-965-5186 or students.asu.edu/contact/financialaid.

AGENCY INFORMATION

Form with fields for Agency Name, Representative, Address, City, State, Zip Code, Phone Number, and Agency Type (Public or Private non-profit).

INSTRUCTIONS

- 1. You must complete all items on this form. This form will not be processed if any items are left blank or illegible.
2. Read the entire agreement in Section A.
3. Use blue or black ink only. Please type or print clearly.
4. Return this form to: Financial Aid and Scholarship Services, P.O. Box 870412, Tempe, AZ 85287-0412 or fax to 480-965-9816.

SECTION A: AGREEMENT

This Agreement is entered into pursuant to the Federal Work-Study Regulations (34 CFR Part 675) (the "FWS") between the Arizona Board of Regents for and on behalf of Arizona State University (the "Institution") and the Agency described in the Agency Information section above (the "Agency") for the purpose of enabling qualified students to participate in the Federal Work-Study Program through employment offered by the Agency under the terms stipulated in this Agreement.

First:

This Agreement supersedes any and all prior FWS agreements entered into between the Institution and the Agency regarding the operation of a work-study program under the provisions of the FWS.

Second:

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) governing the Federal Work-Study Program (the "Program"), and this Agreement, in its entirety, shall be construed so as to effectuate the purposes of that Program.

Third:

The Institution shall control and direct the Program in accordance with the Institution's policies and Federal regulations. It will establish appropriate policies with respect to such matters as the total number of students to be employed, the hourly rate of pay, and the total number of hours per week that students will be employed. This paragraph shall not affect the right of the Agency to direct the activities as specified in the Sixth Paragraph of the Agreement.

Fourth:

The Agency certifies that the work to be performed by the students participating in this Program:

- (A) shall be work for which the Agency's share of funds are available;
(B) shall not result in the displacement of the Agency's employed workers or impair its existing contracts for services;
(C) 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, educational level, proficiency of the students and any applicable Federal, State or local legislation;
(D) shall not involve the construction, operation, or maintenance of any facility as is used or is to be used for sectarian instruction or as a place of religious worship;
(E) 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;
(F) shall not be primarily for the benefit of the members of a limited membership organization, rather than the public; and
(G) shall, where possible, be related to each individual student's educational objectives and background.

Fifth:

It is agreed that the Agency:

- (A) shall provide orientation to students with regard to hours of duty, place of duties, working conditions, briefing on safety, standards of conduct and familiarization with Agency procedures;
(B) shall provide students with an explanation of their duties, performance requirements and the necessary basic corrective and progressive training;
(C) shall provide on-site supervision of the employment activities;
(D) shall establish and maintain such records, including time and attendance records, and submit such reports as may be required by the Institution;
(E) shall not permit students to perform work on any project under the Program for more than 40 hours in any week in which classes for which they are enrolled are in session, or for more than 40 hours in any other week unless otherwise specified by the Institution;
(F) shall assume responsibility for the payment of compensation to students for hours worked in excess of maximum limitations under the FWS;
(G) shall not deny work to students or subject students to any different treatment under this Agreement on the grounds of race, color, national origin, or sex, and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 stat.252) and Title IX of the Education Amendments of 1972 (P.L. 92-318) and the Regulations of the Department of Health, Education and Welfare which implement these Acts and the Rehabilitation Act of 1973 and the Vietnam Era Veterans Rehabilitation Act of 1974; and
(H) shall permit the Institution to inspect the premises in which students are employed under this Agreement and will review with the Institution working conditions and job requirements of all such students.
(I) shall notify the Institution of any assignments, duties or projects that require students to work or otherwise interact directly with minors (individuals under the age of 18), which assignments duties or projects will require advance written approval of the Institution and required fingerprint check and training of students by the Institution.

Name of Agency

Sixth:

The Agency shall have the right to control and direct the services of the students with regard to the work to be accomplished and the means by which it is to be accomplished.

Seventh:

The Institution:

- (A) shall determine that the students meet the eligibility requirements for employment under the FWS;
- (B) shall refer students for interviews to the Agency;
- (C) shall ascertain that the students do perform their work in fact; and
- (D) shall disburse the appropriate sums of money based on actual hours of work performed.

Eighth:

The Institution, its officers, agents and employees are covered against liability, workers' compensation and property damage through the State of Arizona, Arizona Department of Administration, Risk Management Section's statutory insurance program for acts or omissions while acting in authorized governmental or proprietary capacities and in the course and scope of employment or authorization. Such coverage is provided in accordance with and subject to the provisions of Arizona Revised Statutes Section 41-621 *et seq.*

Ninth:

Student workers will be made available to the Agency 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 Agency by the Institution, either on its own initiative or at the request of the Agency. Subject to the provisions specified in the Fifth Paragraph Part G, the Agency may remove a student from employment without the concurrence of the Institution.

Tenth:

Compensation for work performed under this Agreement will be paid to students by the Institution, which shall be, deemed the employer. All payments due as an employer's contribution under Arizona Workmen's Compensation laws will be paid to the proper governmental authority by the Institution. In addition:

- (1) at such time as specified by the Institution, but not more often than monthly, the Agency shall pay to the Institution 32% of the gross compensation paid to students employed under this Agreement;
- (2) in addition to the percentage of wages specified in subparagraph (1) above, an administrative surcharge amounting to 18% of the gross compensation paid to students employed under this Agreement will be charged to each employing agency;
- (3) when applicable, the employer's share of FICA will be included in the above administrative surcharge.
- (4) all agencies are required to reimburse the Institution within 30 days of receiving their billing. Failure to reimburse the Institution within 30 days shall permit the Institution to cancel this Agreement at the Institution's option.

Eleventh:

This Agreement may be amended only by an addendum hereto mutually agreed upon by the parties and executed by authorized officials of both the Institution and the Agency.

Twelfth:

This Agreement may be terminated at any time by mutual agreement or upon 30 days written notice by either party; if not terminated, it will be considered automatically renewed as of July 1 for the ensuing fiscal year.

Thirteenth:

This Agreement shall go into effect when signed by authorized officials of both parties, but not prior to August 24, 1984.

Fourteenth:

Notice is hereby provided of sections 12-133, 12-1518, and 38-511, Arizona Revised Statutes.

SECTION B: AGENCY APPROVAL

Signature		Date form was signed
Print Name	Title	

SECTION C: INSTITUTIONAL APPROVAL

Executive Vice President and University Provost Signature	Date form was signed
Print Name Nancy Gonzales, Executive Vice President and University Provost	