

UNIVERSITY OF HOUSTON

COLLEGE WORK-STUDY AGREEMENT FOR OFF-CAMPUS PARTNERS

This Agreement, entered into upon full execution by both parties, is by and between the University of Houston, hereinafter referred to as the “**Institution**” and _____, an eligible employer, hereinafter referred to as the “**Employer**.”

BACKGROUND

- The **Institution** has been appropriated funds to stimulate and promote part-time educationally related employment of students who are in need of the income from such employment to pursue courses at Institution.
- The **Employer** is a state agency or non-profit organization who does not have a direct association with a controlling sectarian organization.
- The **Institution** and the **Employer** desire that a certain number of the Institution’s students engage in work under the State or Federal Work-Study Program.
- The **Employer** is in the position to utilize the services of each student.

In consideration of their agreement; the parties agree as follows:

TERMS

The term of this Agreement will begin on _____ and end on _____ subject to the continuation of the State or Federal Work-Study Program or unless terminated earlier pursuant to the terms of this Agreement or extended by mutual written agreement of the parties.

Employer **GENERAL** Responsibilities

To be eligible the **Employer** agrees to:

- Utilize the services of the students referred to by the Institution who are eligible to participate in the Texas or Federal Work-Study Program and who are qualified and acceptable to the Employer.
- A detailed job description and rate of pay for each position must be set forth on a “Job Description” form attached as Exhibit A or its equivalent.
- Any subsequent changes in the job description or student’s rate of pay must be reported in the format required by the Institution and must be agreed upon in writing by the Institution before changes become effective.
- Comply with all applicable Federal, State, and local laws.
- Employ students to perform only work which will not:
 - Result in displacement of regular workers, impair existing contracts for services, or fill positions which are vacant because regular employees are involved in a labor dispute.
 - Be sectarian-related; or
 - Involve any partisan or non-partisan political activity.
 - Ensure that the work performed by the students will bear a relationship to the students’ formal academic program and/or career interest.
 - Adhere to labor standards by providing students with appropriate rest and meal periods.
 - Supervise in a reasonable manner the work performed by the students.
 - Maintain a daily record of the hours required to ensure that no student works more than twenty (20) hours per week over the period of enrollment for which the student has received an award.
 - Provide a performance evaluation on each student upon completion of employment.
 - Notify the Institution of any changes affecting the student’s employment.
 - Provide the Institution upon request, information substantiating its eligibility as an employer and information on its employee classification/compensation plan.

Employer Payroll Responsibilities

The **Employer** further agrees to:

- Provide the Institution a signed time sheet for **each** payroll period.
- The time sheet must be completed and signed by the Employer's representative, the person who is responsible for payroll, the office manager, Human Resources representative, or the student's immediate supervisor.
- Regardless of the Employer's regular periods, **Employers must submit all necessary documentation no later than 5:00 p.m. Tuesday** for any students who worked during or prior to the end of the payroll period.

Institution GENERAL Responsibilities

The **Institution** agrees to:

- Determine that the students meet the eligibility requirements for employment under the Texas or Federal Work-Study Program.
- The Institution will pay the students directly based on their completed time sheets and pursuant to applicable policies and procedures.

Both Parties Agree:

- The number of hours worked by each student may not exceed twenty (20) hours per week and, except for virtual meetings, must be worked at the designated work site under the supervision of the Employer's full-time staff.
- Students may NOT work during scheduled class hours.
- Failure of Employer to abide by this Agreement may result in Employer being barred from further participation in the applicable work-study program.
- Complaints by either the student or Employer regarding lack of compliance with their Agreement should be referred to the Scholarships and Financial Aid Office at the Institution for settlement. If resolution cannot be reached, an appeal may be made to the Texas Higher Education Coordinating Board.
- This Agreement shall be subject to the availability of funds granted for the Texas or Federal Work-Study Program and all legislation and regulations pertaining to the Texas or Federal Work-Study Program adopted subsequently.
- This Agreement may be amended upon mutual written consent of the Employer and the Institution.
- In the event either party gives written notice to the other that the other party has failed to perform a material obligation under this Agreement, and such failure has not been cured within ten (10) business days following the receipt of such notice, the party giving notice shall have the right to terminate this Agreement immediately upon the close of business, 5:00 p.m., Central Time, on the tenth (10th) business day after notice was received.
- This Agreement may be terminated by either party without cause at any time upon thirty (30) days prior written notice to the other party; provided that all students currently enrolled in the program at the Institution at the time of notice of termination shall be given the opportunity to complete their experience. In such an event, all applicable provisions of this Agreement shall remain in effect during the extension period from the effective date of termination until the end of the student's experience. This Agreement is governed by the laws of the State of Texas.

Form No.: OGC-S-2023-14

IN WITNESS HEREOF, the parties authorized representatives have executed this Agreement as of the last date indicated below.

INSTITUTION INFORMATION:

Name of Representative

Signature Date

Title

Area Code & Telephone Number

EMPLOYER INFORMATION:

Name of Representative

Signature Date

Title

Area Code & Telephone Number

Email Address

Employer is (Check One)

- ☐ Non-Profit
- ☐ Profit
- ☐ Public
- ☐ Private

Federal I.D. # or Social Security No. if Employer is a
Sole Proprietor **Please attach a copy of IRS letter verifying
income tax exempt status and Federal Tax ID*

Note: Modification of this Form requires approval of OGC

UNIVERSITY of HOUSTON

OFFICE OF SCHOLARSHIPS & FINANCIAL AID

EXHIBIT A: JOB DESCRIPTION

Employer Name

Contact Name

Phone

Address

Job Description: (Include entire job description. Please do not reference last year's job description.):

Dates of service: _____

Organization Type:

- ☐ Non Profit
- ☐ For Profit
- ☐ Public
- ☐ Private

Rate of Pay: _____

Number of Students Needed: _____

Hours Needed: _____ *Number of hours allowed to work per week: 20 hours/maximum per week

Award amount \$ _____