



Federal Work Study (FWS) Off-Campus Agreement

NAME OF ORGANIZATION: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

These Policies and Procedures are agreed upon by and between Berkeley College (the "College") and the organization listed above (the "Organization"), which is a (check one below)

- | | |
|--------------------------|----------------------------------|
| <input type="checkbox"/> | Federal or State Agency |
| <input type="checkbox"/> | County or City/Borough Agency |
| <input type="checkbox"/> | Private, Non-profit Organization |

for the purpose of providing services to the Organization to be performed by Student, who has been deemed eligible by the College for a Title IV award under the Federal Work Study ("FWS") program.

1. Relationships

For purposes of these agreed upon Policies and Procedures, the Student shall be considered an employee of the College. The relationships of the Student to the Organization and of the College to the Organization, respectively, shall be that of independent contractors. No partnership, joint venture or other collaborative arrangements are implied or to be inferred, and neither the Student nor the respective organizations are authorized to represent or bind the others.

2. Roles and Responsibilities

(a) Role of the College

- i. The College has the responsibility to determine whether the Student meets the eligibility requirement for employment under the FWS program, to assign the Student to work for the Organization, and to determine that the Student does, in fact, perform the work.
- ii. The College also retains the ultimate right to control and direct any services the Student performs for the Organization.
- iii. The College will make the Student available to perform specified services to the Organization. The College may terminate such services at any time, unconditionally and without cause or prior notice, either on its own initiative or at the request of the Organization.
- iv. The College shall be solely responsible for compensating the Student for services rendered in accordance with the FWS program and for all payments due as an

employer's contribution under the State or local worker's compensation laws, Federal or State Social Security laws, or other applicable laws.

(b) Role of the Organization

- i. The Organization agrees that
 - a. no student assigned to perform services will be denied assignments or subjected to different treatment under this Agreement on the grounds of race, color, national origin, age or sex; and
 - b. the Organization will comply with all applicable laws and regulations, including provisions of the Civil Rights Act of 1964 (Public Law 88-352; 78 Stat. 252); Title IX of the Education Amendments of 1972 (Public Law 92-138); and the regulations of the U.S. Department of Education.
- ii. The Organization also agrees to conduct the following activities to authorize payment of earnings to the Student in accordance with the Title IV, HEA program regulations of the FWS program:
 - a. Designate a Primary Approver in an oversight capacity who, in accordance with the payroll procedures of the College, is authorized to sign the Student's payroll time sheet or approve electronic time entries;
 - b. Designate a Secondary Approver in an oversight capacity who, in accordance with the payroll procedures of the College, is authorized to sign the Student's payroll time sheet or approve electronic time entries in the absence or non-availability of the primary designee. The Secondary Approver shall be aware of the Student's employment and work hours so that such designee may approve the Student's time sheets in case the Primary Approver is unavailable;
 - c. Agree with the student and the College upon a regular schedule for the Student's performance of the assigned services that satisfies the following conditions:
 1. The scheduled time does not exceed 20 hours per week (except, during break weeks, the Student is assumed to be unable to work unless the student requests a temporary modification of the schedule, and the Primary Approver (or, if applicable, Secondary Approver) expressly approves such request, in advance, after verifying the Student's available hours with the College's FWS Coordinator. With such advance approval, the Student may be permitted to work up to 35 hours during break week.);
 2. The schedule does not permit the Student to earn compensation in excess of the Student's FWS award; and
 3. The schedule does not permit the Student to perform services at times that conflict with the Student's scheduled classes, even if the Student's instructor has cancelled the scheduled class;
 - d. Accurately certify on the required time sheet or electronic entry screen,

1. the number of hours during which the Student performed the assigned services, exclusive of time designated for lunch/dinner breaks in excess of fifteen (15) minutes and other periods of non-work, and
 2. that such hours satisfied the conditions set forth in(c);
- e. Promptly notify the College of any material changes in the Student's regular schedule for the performance of the assigned services;
 - f. Notify the Institution if/when the Student, without notice, does not report as scheduled in excess of one (1) day.

3. Non-Compliance

Strict compliance with the requirements set forth in these agreed upon Policies and Procedures is a condition of participation in the FWS program at Berkeley College. In the sole discretion of the College, serious or repeated instances of non-compliance with agreed upon Policies and Procedures or other FWS program rules or directives by either the Student or the Organization, including (but not limited to) submission of false information or failure to fulfill any of the obligations set forth in these agreed upon Policies and Procedures or in applicable laws or regulations, may result in temporary or permanent exclusion of the Student and/or the Organization from further participation in the College's FWS program; the College's refusal to disburse FWS funds upon submission of time records; suspension or dismissal of the Student from the College; reporting of the circumstances to appropriate Federal authorities; or imposition by the College of other disciplinary measures, terms, conditions or penalties.

BERKELEY COLLEGE:

SIGNED: _____ **DATE:** _____

NAME (print): _____ **TITLE:** _____

ACCEPTED AND AGREED:

ORGANIZATION _____

SIGNED: _____ **DATE:** _____

NAME (print): _____ **TITLE:** _____