



## Off Campus Federal Work-Study Agreement

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### AVID Tutors

This agreement is entered into between Azusa Pacific University, hereinafter known as the "Institution", and Azusa Unified School District, hereinafter known as the "Organization" for the purpose of providing work to students eligible for the Federal Work-Study Program (FWS).

The Institution shall attach schedules to this Agreement from time to time which set forth descriptions of the work each student will perform, the total number of participating students, the hourly rate of pay, the number of hours per week each student is allowed to work, and the maximum amount of wages each student may receive. Each schedule shall bear the signature of a duly authorized official of the Institution.

The Institution will make available to the Organization students for the performance of specific work assignments. Students may be removed from work on a particular assignment or from the Organization or Institution, either on their own initiative or at the request of the Organization or Institution. The Organization agrees that no student will be denied work or subject to different treatment under this Agreement on the grounds of race, color, national origin, religion, sex, marital status, age, disability, or veteran status.

The institution and the organization desire that the Institution's eligible students engage in work in the public interest for public agencies and private nonprofit organizations. To the maximum extent practicable, the employment will complement and reinforce the educational program or vocational goals of each student employed.

1. The institution is considered the employer for purposes of this agreement. It has the ultimate right to control and direct the services of the students for the organization. It also has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work-Study Program, to assign students to work for the organization, and to determine that the students do, in fact, perform their work. The organization's right is limited to the direction of the details and means by which the result is to be accomplished. Organization shall utilize the services of students who are referred to Organization by Institution and who Institution has determined are eligible to participate in the Federal Work Study Program and who Organization determines are qualified and acceptable to perform services for Organization. The services to be performed by the student(s) 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.
3. The work performed by the students shall not:
  - a. Displace employees, impair existing service contracts, replace regular employees, replace 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 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 any lobbying on the federal, state, or local level; or

- f. Include employment for the U.S. Department of Education; and
  - g. Include consideration of the student's political support or party affiliation 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 or state 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. Neither the Institution nor the Organization shall provide or pay for a student's transportation expenses to and from the place where he or she regularly performs services for the Organization. However, if there are any job responsibilities that require students to drive their own vehicle while performing services for the organization, the institution will pay for that cost through expense reimbursement.
6. The institution agrees to pay for workers' compensation benefits that a student employee may be eligible for while working at the Organization.
7. The Institution agrees to pay 100% of the total wages earned by a student worker under this agreement up to the assigned maximum number of hours allotted to each student. The Organization will pay 100% of wages earned in excess of the total assigned maximum hours allotted per student. The institution will pay 100% of total wages during a student's training period when training is provided by the Institution. Training provided by the Institution will not count against the number of weekly hours allotted to the Organization. Training provided by the Organization will be considered part of the student employee's weekly allotted hours. Compensation for work under this agreement will be disbursed by the Institution.
8. Organization 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 weekly hours to exceed the amount of the student's allotted hours as determined by Institution. If Organization permits a student to work hours in excess of the amount for which the student is allotted, Organization shall pay all of the student's earnings in excess of the student's allotted hours.
  - d. Abide by Institution's determination of student's eligibility for the Federal Work Study Program.
  - e. Not require students to work during their scheduled class time or in areas where alcohol is present.
9. 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.
10. The Organization agrees to indemnify, defend and save harmless the Institution, their officers, agents, students 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 Organization in the performance of this Agreement.

11. Organization, and any agents and employees of Organization, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Institution.
12. The Institution may terminate this agreement and be relieved of its obligations with regard to Organization hereunder should Organization 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 balance for employment, if any, shall be paid by the Organization within 14 days of notice of termination of this agreement.
13. The benefits under this agreement are not assignable by Organization either in whole or in part nor are the responsibilities delegable by the organization either in whole or in part.
14. Institution requires that each student participate in a survey evaluating their experience working with the Organization. Organization can request a copy of evaluation questions from the program manager.
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 same terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
17. This agreement supersedes all previously dated cooperative agreements for Community Advancement Programs and terminates on June 30th of the agreement year. Either party may terminate this agreement early by providing a 14 day written notice to the other party.
18. Organization agrees to maintain commercial general liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Organization also agrees to maintain a workers' compensation insurance program for its employees and agents with statutorily mandated limits. Organization agrees to provide evidence of said coverage prior to the commencement of services described in this agreement.

In witness thereof, the Institution and Organization have executed this agreement August 17, 2022.

**Institution:**

**Azusa Pacific University  
901 E. Alostia Ave.  
Azusa, CA 91702**



Signature  
Stephen P. Johnson, DMA  
Interim Provost

08 / 23 / 2022

Date

**Organization:**

**Azusa Unified School District**  
546 S. Citrus Ave.  
Azusa, CA 91702

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Signature  
Norma Camacho  
Assistant Superintendent of Educational Services

Date

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**Off Campus Federal Work-Study Agreement | "Exhibit A" | Personnel Agreement**

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**AVID Tutors**

**Section 1**

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Name of Organization:	Azusa Unified School District
Contact Person & Title:	Norma Camacho Assistant Superintendent of Educational
Services	
Contact Number:	626-967-6211
Address of Organization:	546 S. Citrus Ave. Azusa, CA 91702

**Section 2**

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Employment timeframe:	09/22 to 05/23
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**Section 3**

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Position Title(s):	AVID Tutor
Address work will be performed: District	Multiple schools in Azusa Unified School
Position Supervisor:	Community Advancement Programs Manager, Michelle McDonald
Maximum Number of Hours per week:	15 Hours/Week Per Student
Preferred Position Hours and Days:	Monday - Friday  7:00AM-2:30PM
Percentage of Salary paid by Institution:	100% of 15 hrs. per student/per wk until Student's FWS award limit is reached
Percentage of Salary paid by Organization:	100% of hrs. once award limit is reached

**Section 4**

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Authorized Signatures:

**Institution:**  
**Azusa Pacific University**  
901 E. Alostia Ave.  
Azusa, CA 91702

*MMcDonald*

08 / 23 / 2022

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Signature  
Michelle McDonald  
Community Advancement Programs Manager

Date

**Organization::**  
**Azusa Unified School District**  
**546 S. Citrus Ave.**  
**Azusa, CA 91702**

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Signature  
Norma Camacho  
Assistant Superintendent of Educational Services

Date

APU Reviewed \_\_\_\_\_

CAP Reviewed \_\_\_\_\_