

**University of Houston-Downtown
College Work Study Agreement**

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

WHEREAS, 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 of post-secondary education, and

WHEREAS, 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; and

WHEREAS, the **Employer** is in the position to utilize the services of each student,

NOW THEREFORE, in consideration of the actual covenants hereinafter contained, the parties hereto agree as follows:

Terms:

The term of this Agreement will begin on _____ and end on _____, subject to the continuance 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 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 the displacement of regular workers, impair existing contracts for services, or fill positions which are vacant because regular employees are involved in 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 worked by each student on a timesheet as instructed by the Institution;
- Regulate the number of hours require 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 with a signed electronic timesheet for each payroll period;
- The timesheet 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 pay periods, Employers must submit all necessary documentation no later than 12:00 PM CST WEDNESDAY 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 timesheets 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;
- 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 this Agreement should be referred to the Center for Community Engagement and Service Learning 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 for the Texas or Federal Work Study Program and all legislation and regulations pertaining to the Texas Federal Work Study Program adopted subsequently;
- This Agreement may be amended upon mutual written consent of the Employer and the Institution;
- In the event that 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



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: _____ to _____

Organization Type:

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

Rate of Pay: _____

Number of Students Needed: _____

Number of Hours Allowed to work Per Week: **20 hours maximum/per week**

Hours needed: _____

