Community Organization Contract
Community Service Work-Study
2016-2017 Academic Year

Haas Center for Public Service, Stanford University

This Agreement is entered into this __________ day of ________________, 20__ between Stanford University, hereinafter known as the “Institution,” and ________________, hereinafter known as the “Organization,” with the purpose of providing work to students eligible to participate in the federally-funded Community Service Work-Study program.

The Organization listed above represents that it is a federal, state or municipal public agency or a private non-profit organization incorporated as such under state law and classified by the Internal Revenue Service as tax-exempt. The Organization also represents that its work is in the public interest since it is performed for the national or community welfare rather than to benefit a particular interest group.

The following conditions are understood and agreed to by the Organization and Institution whose authorized representatives’ signatures appear on the last pages of the Agreement:

1. The Student whose name appears on the last page of this Agreement will be employed by the Institution and made available to the Organization for the performance of work responsibilities as specified in the attached job description. The Student may be removed from work on a particular assignment or from the Organization by the Institution, either on the Institution’s own initiative or at the request of the Organization. Immediate termination from the program will be required if the Student must withdraw from the University for any reason. Also, if the Student’s financial circumstances change and the Student is not eligible for work-study funds, removal from the program will be required. The Organization will be billed only for earnings received up to the withdrawal date.

2. The Student’s work shall be in the public interest, consistent with the purposes and requirements stated in the program’s federal guidelines as follows:
   - Although the following jobs may be in the nonprofit sector, according to guidelines set forward by the federal government for purposes of this program they are not considered in the public interest, and work-study funds may not be used to pay students employed in them: jobs that primarily benefit the members of an organization that has membership limits, such as a credit union, fraternal or religious order, labor union or a cooperative; jobs involving any partisan or nonpartisan political activity or association with a faction in an election for public or party office; jobs working for an elected official, unless the official is responsible for the regular administration of federal, state, or local government; jobs working as a political aide for any elected official; jobs that consider the student’s political affiliation for hiring purposes; or jobs that involve lobbying on the federal, state, or local level.
   - The work performed by the Student shall not displace current employees.
   - No international work will be performed, even with a U.S.-based organization.
   - No work on research projects will be performed.

3. No Student will be unlawfully denied work or subjected to unlawful discrimination or harassment under this Agreement on the grounds of age, sex, race, color, disability, religion, sexual orientation or national and ethnic origin.

4. The Organization agrees that it will reimburse the Institution at a rate of 10% of the total earned wages performed under this Agreement. The Organization will not pay the 10% directly to the
Student. The Institution will bill the Organization biannually and the Organization will remit payment to the Institution no later than 30 days after the billing date. The Institution reserves the right to charge interest at the rate of 1.5% per month on any amounts not paid within the 30-day period. Prompt payment is a condition for further participation in this program. If payment is not received within 90 days of the billing date, the Organization will lose its privilege to participate in the program. If the Institution incurs any costs or attorneys’ fees to collect the amount owed by the Organization, the Organization shall also be responsible to reimburse the Institution for all such costs and attorneys fees.

5. The Student’s gross earnings are limited to a maximum indicated by the Financial Aid Office at the time of application. The Organization is responsible for tracking the Student’s total earnings and will be responsible for 100% of the wages earned in excess of this limit. The Student is responsible for informing the Organization of any changes in their financial aid package that would affect their earnings limit. The Organization will also be responsible for 100% of the wages earned: a) before the Student’s submitted application packet has been approved by the Institution and the Student has attended a mandatory work-study orientation or b) after the program ends on June 9, 2017.

6. The Institution will pay the Student, at a rate determined in accordance with the job description, the student's previous Stanford work experience, and Stanford's student employee wage scale. (2016-2017 suggested wage begins at $13.65/hour.) The Institution will process payments twice a month upon the online submission of time sheets that are both:

   a. Signed by the Supervisor whose name appears on the last page. If other members of the Organization will be signing the Student’s time sheets, their signatures must also appear on the last page. The Organization may be billed for 100% reimbursement at the end of the academic year if a signature other than that on the contract appears on the time sheet. Forging a signature on a time sheet will result in the Student’s dismissal from the program. Authorized signatories will not sign time sheets in advance of the Student’s work being completed.

   b. Submitted to the Institution before the end of the pay period directly following the pay period hours for which hours have been recorded. Pay periods end on the 15th and the last day of the month. Any time sheets received by the Institution after the last day of the pay period directly following that for which hours are being recorded may be billed to the Organization for 100% payment. The original documents are necessary with all required signatures; faxes cannot be accepted.

7. No Student working for the Organization under this Agreement will work more than eight hours in any one day and no more than 15 hours in any workweek (“workweek” shall mean Monday through Sunday). Sunday is typically considered a “rest” day. Hours in excess of these amounts constitute overtime, which must be paid at 1.5 times the regular rate of pay. **Overtime is not permitted with this program.** Organization will be billed 100% of any overtime worked by the Student. Students being paid through the University for more than one position (work-study or otherwise) may not work more than 8 hours in any one day or hours in any workweek **between the two positions combined.**

8. The Organization will provide professional, responsible training and supervision of the Student and will furnish the Institution with complete information regarding the Student's service to the Organization. The supervisor attests that he/she is a current employee of the Organization, is not related to the Student, and will be at the same worksite as the Student. Remote or work/off-site work is **not** permitted. The Student will operate within the confines of their position description, unless the Institution is notified in advance and agrees. The Student must be appropriately trained and equipped by the Organization with the knowledge
and resources to do their jobs. The Organization will complete an evaluation of the Student participating in the program at the completion of his or her work in accordance with the instructions provided by the Institution. The Organization agrees to report in writing directly to the Institution any accidents involving any injury to the Student or any incidences of misconduct within 3 days of the incident. If any such report is made, the Organization agrees to cooperate with the Institution to gather any information needed in order to respond to the incident.

9. It is agreed and understood that for any third party claims, the Institution will hold the Organization and its employees harmless against any and all suits and/or claims of liability for damages arising out of any negligence or claim of negligence of the Institution, and its employees, including the Student furnishing services to the Organization under this Agreement except for claims arising as a result of negligent supervision of the Student. The Organization agrees to hold the Institution harmless for any third party claims against any and all suits and/or claims of liability for damages arising out of any negligence or claims of negligence of the Organization and its employees, including the employees of the Organization responsible for supervising the work of Students furnishing services to the Organization under this Agreement. Organization agrees that Institution has not screened Student for the particular job requirements at Organization nor done any form of background checks; Organization agrees that its sole remedy for poor or inadequate work performance by Student is to terminate Student. The Institution will carry workers’ compensation insurance on the Student for work related injuries; the Organization will carry general liability insurance and will provide the Institution proof of insurance upon request.

10. This is the entire agreement. It is understood that no alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties hereto.

11. 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. This Agreement cannot be assigned to other parties without the written consent of the other parties.

12. The term of this Agreement is the Academic Year 2016-2017, which begins September 26 and ends June 9, 2017. The Organization cannot terminate this Agreement within this term without just cause. The Institution may terminate before the end of the term due to loss of funding; upon the student reaching the maximum allowable earnings specified above; if the Student loses eligibility for the program for any reason; for any breach of this Agreement by the Organization or Student; and for other just cause.

In witness whereof, the parties hereto have executed this Agreement.

INSTITUTION

Stanford University
Institution’s name

Institution Signature Date

Yvette Zepeda Community Service Work-Study Director
Print Name Title
ORGANIZATION

Organization’s Name

Supervisor’s Signature                           Date

Email

Print Supervisor’s Name

Supervisor’s Title

Additional Authorized Time Sheet Signature        Date

Print Name

Title

ORGANIZATION - Chief Financial Officer

I, the undersigned, am the chief financial officer of the organization listed above and verify that the Organization has the necessary funding to contribute the required 10% of the above student’s wages earned and benefits through the program and to satisfy its other responsibilities under this Agreement

Signature                           Date

Print Name

Title

STUDENT

Signature                           Date

Print Name

Sign and return this contract to the Student for submission to the Institution with other application materials. A representative of the Institution will complete the contract and a copy of the contract will be sent back to the Organization. Faxed copies are not acceptable; original signatures are required for legal purposes.