



Federal Work-Study (FWS) Program - Off-Campus Agreement Form

THIS AGREEMENT (“Agreement”) is entered into between “**SAN DIEGO MIRAMAR COLLEGE,**” ON BEHALF OF **THE SAN DIEGO COMMUNITY COLLEGE DISTRICT** and _____ (Organization) for the purpose of providing work to students eligible to participate in the Federal Work-Study (FWS) Program.

The term of this Agreement shall be from _____ to June 30, 2025.

RESPONSIBILITIES/OBLIGATIONS OF ORGANIZATION:

- A. Organization is to provide Institution with a work order request, to be attached to this Agreement, which will be signed by both parties. The request is to include the following information
1. A “Position Request Form” for each position available for the students and the location/street address for each position;
 2. An “Authorized Signature Form” notifying the Institution of who is authorized to sign paperwork and timesheets.
 3. The total number of students to be employed by the Organization;
 4. The name of the on-site supervisor for each job title;
 5. The maximum number of hours per week each student will be scheduled to work;
 6. The total length of time each position is to run (i.e., 6 weeks, 3 months, etc.);
 7. A brief description of any performance expectations of the student while at work.

These requests will be subject to the award of each student, which will support the total hours a student may work to earn his/her award.

- B. Organization agrees that no student will be denied work or subjected to different treatment under this Agreement on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law.
- C. Organization has the right to provide direction and the means by which the results are to be accomplished by the students and that those results are completed in a manner satisfactory to Organization.
- D. Organization to provide Institution with a copy of any and all rules of conduct or policies/procedures student is expected to be aware of and follow while performing work for Organization.
- E. Organization understands that Institution and/or authorized representatives of appropriate County, State and Federal agencies have the right to observe and monitor all conditions and activities involved in the performance of this agreement and have the right to verify data

submitted with respect to this agreement by examining relevant records and documents during the Organization's normal business hours.

- F. Organization will maintain commercial general liability insurance, as appropriate, to cover any claims, damages, losses, causes of action or demands or any other liability in connection with or in any manner arising out of Organization's performance of the work contemplated by this agreement. Organization is to provide Institution with a certificate of coverage of insurance.

RESPONSIBILITIES/OBLIGATIONS OF INSTITUTION

- A. Institution will make students available to Organization to perform specific work assignments according to the job description(s) provided.
- B. Institution may remove students from a particular work assignment or from Organization altogether, either on its own initiative or at the request of Organization.
- C. Institution is to make sure that the student worker(s) understand that:
 - a. Neither Institution nor Organization will provide transportation to or from their work assignment
 - b. Students may work a maximum of twenty-five (25) hours per week and must continually meet the Institution's Financial Aid Satisfactory Academic Progress standard for continued employment through the FWS program.
- D. Institution is considered the employer for purposes of the Agreement and has the responsibility to determine whether the student(s) meet the eligibility requirements for employment under the FWS program.
- E. Institution will furnish to the Organization the following:
 - a. Time reports to indicate total hours worked for each pay period, for the supervisor's certification as to the accuracy of the hours being reported; a calendar outlining when timesheets are due for every pay period and when checks are issued; any necessary hiring, warning and dismissal forms.
- F. Compensation of students under this Agreement will be disbursed by Institution. Further all payments due as an employer under state or local workers' compensation laws, under federal or state social security and income tax laws, or any other applicable laws, will be made by the institution.

INDEMINIFICATION/HOLD HARMLESS

The parties do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability claims, demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, agents, servants and employees, but only in proportion to and to the extent such liability, claims, demands, debts, suits, actions, causes of action, or attorneys fees are caused by or result from the negligent or intentional acts or omissions of the indemnifying party.

TERMINATION

This Agreement may be terminated by either party with ten (10) days advanced notice in writing to the other party.

ENTIRE AGREEMENT

This is the entire Agreement of the parties. No representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other Agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California.

Institution

Institution: San Diego Miramar College

Address: 10440 Black Mountain Road,
San Diego, CA 92126

Signed By:

(Signature)

Vincent Ngo
(Printed Name)

Financial Aid Director
(Title/Position)

619-388-7485
(Phone Number)

(Date)

Employer

Company: _____

Company Address:

Signed By:

(Signature)

(Printed Name)

(Manager/Supervisor)

(Phone Number)

(Date)

San Diego Miramar College Federal
Work-Study (FWS) Program
Agreement

(Signature)

(Printed Name)

(Human Resources)

(Phone Number)

(Date)