

**TEXAS TECH UNIVERSITY
OFF-CAMPUS FEDERAL WORK–STUDY AGREEMENT**

This Off-Campus Federal Work–Study Agreement (“Agreement”) is entered into by and between Texas Tech University, a Texas public institution of higher education (“TTU”) and Fort Bend County, a body corporate and politic under the laws of the State of Texas, by and through *the Fort Bend County District Attorney’s Office*, an agency of the State of Texas, (*e.g.* “*an agency of the State of Texas*”, “*a political subdivision of the State of Texas*”, *etc.*) (“Organization”), for the purpose of outlining certain terms and conditions on which the Organization may host and direct eligible University students employed by TTU (each a “Student–Worker”) and participating in the United States Department of Education (“ED”) Federal Work–Study Program (“FWS Program”). In this Agreement, TTU and Organization may be referred to together as the “Parties” or each, individually, as a “Party.”

Background

- A. ED’s FWS Program provides funds for part-time employment to help students finance the costs of their education. TTU participates in the FWS Program and identifies eligible students for participation in accordance with applicable law and regulation, including information obtained through students’ Free Application for Federal Student Aid (“FAFSA”).
- B. The Organization wishes to employ FWS Program-eligible Student–Workers, and the Organization is a reliable agency with professional direction and staff. The Organization will ensure that the work performed by Student–Workers is consistent with the purpose of the FWS Program.
- C. A written agreement between TTU and the Organization is required by federal law or regulation prior to the Organization employing or directing Student–Workers through the FWS Program.

Agreement

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. General Terms.

- a. *Materiality of Background.* The Parties acknowledge and agree that the Background set forth above constitutes a material part of this Agreement and represent and warrant the accuracy of the facts set forth therein.
- b. *Employer–Employee Relationship.* As described by this Section, the Parties acknowledge and agree that the Student Workers are employees of the Organization. Subject to the terms of this Agreement and the law and regulations applicable to the FWS Program, the Organization will be the Student–Workers’ employer for such purposes as hiring, controlling, directing, and supervising Student–Workers at the work site. Subject to the terms of this Agreement and the law and regulations applicable to the FWS Program, the Organization will regulate Student–Worker hours of work and generally ensure that they perform their duties properly. Payment of Student–Workers shall be in accordance with Section 2 of this Agreement. Nothing in this Agreement will be construed to create an employment contract with any Student-Worker(s) or any other party. Nothing in this Agreement will be construed to confer any Fort Bend County employee benefits, including but not limited to insurance coverage, to any Student-Worker(s) or any other party.
- c. *Attached Schedule(s).* Prior to any Student–Worker being assigned to, or performing work on behalf of, the Organization pursuant to this Agreement, TTU and Organization must execute a Schedule to this Agreement, in the form attached hereto. The Schedule shall set forth the number, term, wage, and job description of Student–Worker(s) assigned to the Organization during the Schedule’s term, in addition to any other terms required by law or regulation or otherwise mutually agreed to by the Parties. The term of any single Schedule may not exceed one (1) year, and the terms of a Schedule must conform to applicable law and regulation. In the event of any conflict between the terms of this Agreement and any Schedule, the terms of this Agreement shall control.
- d. *Term and Termination.* This Agreement may be terminated by either Party upon thirty (30) days advance written notice. Any Schedule to this Agreement shall terminate immediately upon termination of this Agreement; however, termination of an attached Schedule shall not have the effect of terminating this Agreement.

2. Payment of Wages.

- a. *Student–Worker Wage and Additional Costs.* TTU shall process payroll for Student–Workers employed under this Agreement. The applicable total wage (“Wage”) for a Student–Worker is set forth in a Schedule to this Agreement. The Wage includes the federal share of student earnings provided through the FWS Program. Responsibility for the Wage and Additional Costs shall be as follows:

Federal Share of Wage. The federal share of a Student-Worker’s Wage is provided under the FWS Program. The Organization is not responsible for the federal share.

- b. *University to Process Payroll for Student–Workers.* TTU will be responsible for processing payroll for the Organization’s Student–Workers employed under this Agreement.
- c. *Organization to Review and Approve Hours.* Student–Workers will report their work hours to TTU and to the Organization at least weekly. The Organization acknowledges that their review and approval of a Student–Worker’s reported work hours is of critical importance for TTU’s legal compliance, payroll, and billing purposes. Therefore, the Organization will review and approve all of the Organization’s Student–Workers’ reported work hours at least weekly, and otherwise within one (1) business day of any other reasonable request by University.

3. Conditions of Student–Worker Employment.

- a. The Organization agrees to:
 - i. Provide orientation to Student–Workers regarding hours and place of duty, working conditions, and briefing on safety, standards of conduct and Organization procedures;
 - ii. Provide Student–Workers with an explanation of their duties; performance requirements in terms of quality, methods and priorities, and the necessary basic corrective and progressive training;
 - iii. Provide on-site supervision of the employment activities of Student–Workers;
 - iv. Establish and maintain such records, including time and attendance records, and submit such reports as may from time to time be required by TTU;
 - v. Limit earnings to the amount approved by TTU and limit hours to no more than thirty (30) in any week (provided, however, Student–Workers may work forty (40) hours per week during periods when classes are not in session; further, the Organization shall assume sole responsibility for payment of compensation to Student-Workers for hours worked in excess of such maximum limitation);
 - vi. Ensure a safe work environment for the student employee and shall take all reasonable precautions to protect the health and safety of Student–Workers;
 - vii. Not provide transportation for Student–Workers to and from their work assignment; and
 - viii. Not require or permit a Student–Worker to work during their scheduled class time.
- b. The work performed by Student–Workers employed pursuant to this Agreement:
 - i. Shall be work for which the Organization’s funds are available;
 - ii. Shall not result in the displacement of the Organization’s employed workers or impair its existing contracts for service;
 - iii. Shall be governed by such conditions of employment as will be appropriate and reasonable in light of such factors as type of work performed, geographical location, and educational level proficiency of the Student–Workers and any applicable federal, state, or local legislation;
 - iv. Shall not involve any partisan or non-partisan political activity associated with a candidate, or contending faction or group, in an election for public or party office;
 - v. Shall not involve the construction, operation, or maintenance of so much of any facility as is used or is to be used

for sectarian instruction or as a place of religious worship; and

vi. Shall, where possible, be related to each individual Student–Worker’s educational objectives and background.

4. Miscellaneous.

- a. *Organization’s Representations and Warranties.* Organization represents and warrants it is duly organized, validly existing, and in good standing under the laws of the state of its incorporation; is authorized to conduct business in Texas; has all necessary approvals to execute the Agreement; and the individual executing the Agreement has been duly authorized to act for and bind the Organization.
- b. *Governing Law.* This Agreement and all of the rights and obligations of the Parties and any claims arising from this Agreement will be construed, interpreted, and governed by the laws of the State of Texas.
- c. *Compliance with Applicable Law.* In performing its duties and obligations under this Agreement and any Schedule hereto, the Organization agrees to comply with all applicable law. The Organization agrees that it will comply with all federal, state, and local laws, regulations, rules, and ordinances applicable to its performance under the Agreement. The Organization also agrees that, pursuant to Texas Education Code § 51.9335(h), any provision required by applicable law to be included in the agreement is considered to be part of this Agreement whether or not the provision appears on the face of the agreement or if the agreement contains any provision to the contrary.
- d. *University Right to Visit Organization Work Site.* In fulfillment of University’s obligations under applicable federal law relating to the FWS Program, University officials shall be permitted to periodically visit the Organization and its work site when Student–Workers are employed pursuant to this Agreement to ensure compliance with the terms of this Agreement.
- e. *Liability for On-the-Job Injuries.* To the extent permitted by applicable law, the Organization shall be solely responsible for on-the-job injuries to its Student– Workers employed under this Agreement and any Schedule hereto. To the extent permitted by applicable law, the Organization agrees to defend, indemnify, and hold harmless University for any claims, costs, or legal process, including reasonable attorney fees, relating to a Student- Worker’s injury while working for the Organization. Nothing in this Agreement will be construed to waive or surrender Fort Bend County’s governmental powers or immunity under the Texas Constitution or the laws of the State of Texas.
- f. *No Assignment.* Neither this Agreement, nor any rights or obligations of monies due hereunder are assignable or transferable without University’s prior written agreement. The Organization will not assign or subcontract any portion of the Agreement without University’s prior written approval.
- g. *Publicity and Marks.* The Organization agrees that it will not publicize this Agreement or disclose, confirm, or deny any details of this Agreement to third parties, or use University’s name or protected marks without University’s prior written approval.
- h. *Limitation on University’s Liability.* It is understood and agreed that University will not be liable for any negligent or wrongful acts, either of commission or omission, chargeable to it unless such liability is imposed by Texas law, and this Agreement will not be construed as seeking to either enlarge or diminish any obligation or duty owed by University to the Organization or to any third party. It is understood and agreed that TTU will not be liable for any indirect or consequential damages.
- i. *Severability; Non-Waiver of Defaults.* If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application to other parties or circumstances will remain valid and in full force and effect. University’s failure at any time to enforce or require the strict keeping and performance of any of the terms and conditions of this Agreement will not constitute a waiver of such terms, conditions, or rights, and will not affect or impair it or University’s right at any time to avail itself of the terms, conditions, or rights under this Agreement.
- j. *Entire Agreement; Modifications; Amendments.* This Agreement supersedes all prior agreements, written or oral, between the Organization and University and together with any attached Schedules will constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the Parties and may not be waived, modified, amended, or altered except in writing signed by representatives of both TTU and Organization with valid signature authority.

Agreed to and effective as of the date of last signature below (the "Effective Date").

University

By: _____

Name: _____

Title: _____

Date: _____

Organization

By: _____

Name: _____

Title: _____

Date: _____

Acknowledgement:

By: 

Name: Brian Middleton, FBC District Attorney