

**COMMUNITY SERVICE WORK STUDY PROGRAM  
AGREEMENT WITH AGENCY**

This AGREEMENT is made on \_\_\_\_\_, 2022 (the "Effective Date"), between TARLETON STATE UNIVERSITY (the "Institution") and THE CITY OF GLEN ROSE, TEXAS, a public organization, a governmental agency, or a private nonprofit organization (the "Agency"). The parties agree as follows:

1. The Institution shall use its best efforts to make eligible students available to the Agency for the performance of specified work assignments upon the conditions provided in this agreement. The Institution shall use its efforts to supply students of proper capability, but the Institution will not be liable for any acts or omissions of the students.
2. The Agency shall provide work to eligible students participating in either the Federal or State Work Study Program in accordance with The Higher Education Act of 1965, as amended, and the regulations governing the Federal Work Study Program, 34 CFR 675, Texas Education Code Chapter 56, Subchapter E, and the regulations governing the Texas College Work Study Program, 19 Texas Administrative Code Chapter 21.
3. For accounting and payment purposes, the Institution shall be the responsible party for paying to the student the compensation for the work performed. The Agency shall pay to the Institution the gross monthly earnings to cover the Agency's share (25%) of the compensation of the students employed under this agreement. The Agency shall further pay the required State and Federal Income Tax and Social Security, if applicable.
4. Neither the Institution nor the Agency will have any obligation to provide either transportation for the students to and from their work assignments or compensation in lieu thereof.
5. The Institution, either on its own initiative or at the request of the Agency upon reasonable notice, may remove students from work on a specified work assignment. Nothing in this agreement limits the right of any student to resign.
6. The Agency may not illegally discriminate against any student on any grounds including race, color, national or ethnic origin, religion, sex, age, disability, veteran status, genetic information, sexual orientation or gender identity and to this end, the Agency shall comply with the law including provisions of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments of 1972, and the Rehabilitation Act of 1973, and the regulations promulgated thereunder.
7. The Agency shall provide adequate and responsible direct supervision of the work performed by the student, provide proper working conditions and permit the Institution to inspect the premises if the Institution elects to do so. The Agency shall maintain and make available to the Institution the names of Agency supervisors authorized to sign student time sheets, and to provide the Institution with a record of hours worked daily by each student as attested to by an authorized

official of the Agency. The Agency shall maintain a record of hours worked on a form provided by the Institution and submit the record to the Institution at the end of each pay period.

8. The Agency may not assign any student to perform work which: will result in displacement of employed workers of the Agency or impair its existing contracts for services; will fill positions that are vacant because the Agency's regular employees are on strike; will involve any partisan or nonpartisan political activity associated with a candidate or with a contending group or faction for election for public office; involves lobbying on the Federal or State level; or involves the construction, operation or maintenance of any facility used, or to be used, for sectarian instruction or as a place of religious worship.
9. The Agency shall pay 100% of wages and applicable taxes for time worked should the student: exhaust his/her work study allocation, submit time to be paid past the award term, work beyond forty hours in one work week (in which case the Agency would pay 100% of time worked beyond forty hours, i.e. overtime), or otherwise becomes ineligible to participate in the work study program.
10. The Agency shall follow the procedures and policies of the Institution then in effect as to the following: student eligibility; the recording of hours worked; the changing of job functions or conditions; the termination of students; the changing of wage rates; and the due dates for all forms, records, reports, or information on or about the Community Service Work Study Programs.
11. The Agency shall comply with all applicable laws, ordinances, and regulations.
12. In consideration of the work performed by the students available to it by the Institution, the Agency shall make the monthly payments to the Institution, or upon written demand of the Institution, of the following amounts:
  - a. The amount calculated to equal the Agency's share of the compensation of the students employed under this Agreement
  - b. The amount of the Employer's Contribution under State or Federal Social Security laws, if applicable.
13. The Institution shall provide for the students' Workers Compensation coverage in the amounts as required by law.
14. The Agency shall provide for the students' Unemployment Compensation Insurance in the amounts required by law.
15. The following will be incorporated into this agreement upon memorialization in writing signed by authorized representatives of both parties:
  - 1) a brief description of the work to be performed by the students on specified projects
  - 2) the estimated number of students to be employed

- 3) the recommended hourly rate of pay for each job
  - 4) the estimated number of hours per week utilized for each student
  - 5) estimated duration of the position
  - 6) the total percent of the non-work study share of the student compensation to be paid by the Agency to the Institution in accordance with paragraph 11.
16. This agreement commences on the Effective Date and remains in effect for five years, except that this agreement may be terminated at any time by the Institution or the Agency upon two weeks written notice to the other party.
17. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this agreement and all of the transactions it contemplates. Venue for any claim arising out of or relating to this agreement and all of the transactions it contemplates will be in Erath County, Texas.
18. Any notices required or permitted under this agreement will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, and in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:
- |                           |                              |
|---------------------------|------------------------------|
| INSTITUTION               | AGENCY                       |
| Tarleton State University | The City of Glen Rose, Texas |
| Box T-0550                | PO Box 1949                  |
| Stephenville, Texas 76402 | Glen Rose, Texas 76043       |
19. This agreement contains the entire understanding of the parties as to the matters contained in this agreement, and supersedes all other written and oral agreements between the parties as to those matters. The parties may execute other contracts, but those will not alter this agreement unless expressly stated in writing.
20. This agreement is assignable only with the written consent of both parties.
21. The failure of either party at any time to require performance by the other party of any provision of this agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
22. Each provision of this agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this agreement remain valid, legal, and enforceable.

The parties have executed on the dates indicated below.

City of Glen Rose, Texas

Tarleton State University

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_