

## FEDERAL & UNIVERSITY WORK-STUDY OFF-CAMPUS AGREEMENT

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Name of Organization: **City of Central Falls Planning and Economic Development**

Organization Address: **580 Broad Street, Central Falls, RI 02863**

Type of Entity (check one):

Federal, State or Local Public Agency

Private, Nonprofit

Private, For-Profit

Name of Student(s):

**Linda Penalosa**

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This Federal & University Work-Study Off-Campus Agreement (“Agreement”) is entered into between Roger Williams University of One Old Ferry Road, Bristol, Rhode Island 02809 (“Institution”) and the above-listed organization (“Organization”), for the purpose of providing work opportunities to Institution students eligible to participate in the Federal and/or Institution’s Work-Study Program. Institution and Organization are collectively referred to herein as the “Parties”.

### Services to be Performed

The attached Appendix A, which is incorporated herein, sets forth the following information:

1. The Organization’s site director name and contact information;
2. The name of the Institution’s student(s) to be assigned under this Agreement;
3. The type of assignment(s);
4. The duration of the assignment(s) at the Organization;
5. The maximum number of hours per week the student(s) will work at the Organization and the maximum number of hours to be performed under this Agreement; and
6. A description of the work to be performed by the student(s) under this Agreement.

Students will be made available to the Organization by the Institution to perform the specific work assignments as identified in Appendix A. Students may be removed from work on a particular assignment or from the Organization by the Institution, either on its own initiative or at the request of the Organization. This Agreement shall terminate on the earlier of: 1) the student’s (or all students if multiple students) removal from the Organization; or 2) the end date of the assignment(s) as detailed in Appendix A

Organization shall not permit the student(s) to work in excess of the hours permitted as detailed in Appendix A.

The Organization hereby agrees that the services to be performed by the student(s) hereunder:

1. will neither displace non-student (permanent) workers, impair existing contracts for services, nor fill positions that are vacant because regular employees are involved in a labor dispute; moreover, no student shall be placed in a position which has been occupied by a permanent employee during the current or preceding year;
2. will not involve the student(s) in religious, theological or political activities; and
3. will not involve the student(s) in the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place for religious worship.

In addition, if the organization is a federal, state or local public agency or a private non-profit, the student's work will be in the public interest. If the organization is a private, non-profit, the student's work shall be related to the student's educational or career interests.

### **Transportation**

Transportation for students to and from their work assignments will be the responsibility of the student(s).

### **Employer**

The Institution is considered the employer for purposes of this Agreement. It has the ultimate right to control and direct the services of the student(s) for the Organization. The Institution also has the responsibility to determine whether the student(s) meets the eligibility requirements for employment under the Federal and/or Institution's Work-Study Program, to assign students to work for the Organization, and to determine that the students do in fact perform their work. The Organization's right is limited to direction of the details and means by which the result is to be accomplished.

### **Compensation**

Compensation of students for work performed under this Agreement will be disbursed, and all payments due as an employer's contribution under State or local workers' compensation laws, Federal or State social security laws, or other applicable laws, will be made by the Institution on a bi-weekly basis.

### **Time Sheets**

The student(s) will provide the Organization with time sheets provided by the Institution. Completed time sheets must be submitted to **Janet Lewis, Administrative Assistant to the Dean, SAAHP (jlewis@rwu.edu)** by 5:00 p.m. on the Friday of the end of the two week period. Time sheets must be signed by both student and responsible party of the Organization. The Organization should retain one copy of the time sheet for record keeping purposes.

### **Organization**

The Organization shall have the obligation to provide adequate and responsible direct supervision of the work performed by the student(s) and to provide a site that is in full compliance with all applicable federal and state health and safety laws and regulations. At a minimum, the Organization must comply with the safety conditions checklist detailed in the attached Appendix B, which is incorporated herein. The Organization will permit the Institution to inspect the premises in which the student(s) is(are)

working under this Agreement, and will review with the Institution the working conditions and job requirements of the student(s).

The Organization will hold harmless and indemnify the Institution against any and all claims, damages, liabilities, costs and expenses arising out of property damage or personal injury, including death, to any person, including the student(s), sustained in whole or in part as a result of or directly or indirectly out of the student's presence on the premises of the Organization or the performance of services by the student(s) for the Organization.

### **Relationship**

The Parties' relationship to each other shall be that of independent contractors. Nothing contained in this Agreement shall make the employees of one Party the employees of the other. Each Party shall be responsible for managing the affairs of its own respective organization, and in the conduct of their business and in the performance of their respective obligations under this Agreement both Parties shall comply with all applicable statutes, ordinances, rules, regulations and licensing requirements of any and all federal, state, and municipal authorities. In addition, each Party shall maintain customary, appropriate and, if necessary by law, required levels of insurance insuring their respective facilities and obligations hereunder during the term of this Agreement.

### **Non-Discrimination**

The Parties shall perform their respective obligations hereunder without regard to the race, color, sex, sexual orientation, gender identity or expression, age, religion, national origin, disability, veteran status, or any other basis protected under applicable federal or state law.

### **Miscellaneous**

1. Notices: Any notice, request or other communication required to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered in person or being deposited in the mail to the Party. Except as changed by notice in writing to the other Party, notice shall be delivered to the respective Party's address listed above. Notices shall be addressed to the attention of the following individuals:

For Institution: **Gregory Laramie, AIA, Associate Dean, SAAHP**

For Organization: **Peter Friedrichs, Director of Planning and Economic Development**

2. Assignment: Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

3. Entire Agreement & Amendment: This Agreement constitutes the final expression of the agreement between the Parties; it is intended as a complete and exclusive statement of the terms of their agreement; and it supersedes all prior and concurrent promises, representations, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof. This Agreement shall not be changed, modified, supplemented or amended except by express written agreement signed by both Parties.

4. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island. The venue for any dispute arising hereunder shall be the federal and state courts for the State of Rhode Island.

5. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

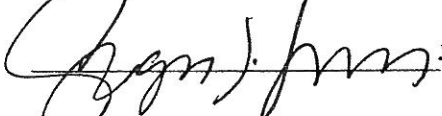
IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by their respective, duly authorized representatives.


ROGER WILLIAMS UNIVERSITY

ORGANIZATION

Authorized Official

Authorized Official

By:   
Name: Gregory Laramie, AIA

By:   
Name: James A. Diosse

Title: Associate Dean, SAAHP

Title: Mayor

Date: 7/17/17

Date: 7/20/17

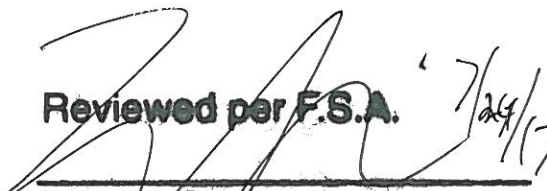
Financial Aid Official

By: \_\_\_\_\_

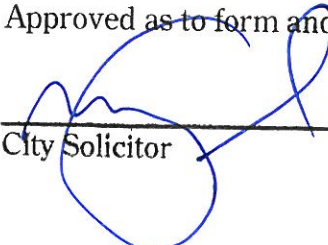
Name: Tracy DaCosta

Title: Associate Vice President of Enrollment Management and Marketing

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

**Reviewed per F.S.A.**  7/24/17  
**Leonard Morganis**  
**Administration & Finance Officer**

Approved as to form and correctness

  
City Solicitor

## APPENDIX A

### Services to be Performed

(this Appendix A may be used for multiple students assigned to the same organization)

Organization's Site Director (name and contact information):

**Peter Friedrichs**  
**Director of Planning and Economic Development**  
**City of Central Falls**  
Tel. (401) 727-7480  
[PED@CENTRALFALLSRI.US](mailto:PED@CENTRALFALLSRI.US)

Name of Student(s) Assigned under this Agreement:

**Linda Penaloza**

Type of Assignment:       **Graduate Fellowship**  
    Undergraduate Employment

Duration of the Student's/Students Assignment at the Organization under this Agreement:

FY 2018 Start: July 10, 2017      End: August 25, 2017

Maximum Number of Hours Permitted: **(working 12/hours/week)**  
Per Week: 40      (20 hour/week during the school semester)  
Total under this Agreement: (Fiscal 2018): 200 hours

Note: The student's wage rate will be \$15.00 / hour, for a total amount of \$3,000 FY/18.

Description of the Work to be Performed by the Student(s) (an attached description may be referred to):

#### **Job Description:**

-provides technical assistance to the façade improvement program which provides grants to businesses to assist them in renovating their storefronts

-working of the City of Central Falls database

**APPENDIX B**  
**Work Study Off-Campus Program**  
**Safety Conditions Checklist**

The Roger Williams University Department of Environmental Health and Safety (EH&S) develops and implements programs aimed at protecting the safety and well-being of the campus community. EH&S assists with and monitors compliance with local, state and federal statutes, as well as regulations pertaining to occupational health, safety and environmental protection. As such, EH&S has established this "Safety Conditions Checklist" for off-campus sites who will be hosting Roger Williams University Work Study Students.

Prior to hosting a University work study student please review the following to identify the working conditions and physical demands which relate to the essential functions of the position. All required training must take place before the work study student begins to perform services.

- If the position will be directly exposed to any hazards in the work environment such as chemicals, commercial products (oil, cleaning solvents), bloodborne pathogens, or any other materials deemed hazardous by local, state or federal regulations, proper training and Personal Protective Equipment (PPE) must be provided by the host site. PPE includes such items as: protective eyewear, laboratory coats, appropriate gloves, hearing protection, respiratory protection (pursuant to the host site's Respiratory Protection Plan), safety shoes and hard hats.
- If the position involves lifting, the maximum lifting required shall be forty (40) pounds with proper safe lifting training techniques provided.
- If the position involves landscaping work, proper training is required for all equipment. Proper PPE is also required.
- Students may not work on ladders higher than ten (10) feet or on any roof.
- Students may not work in confined spaces.
- Students may not use powered industrial vehicles (fork/reach/bucket lifts) or other industrial powered machinery that requires special certifications.
- Students may not operate their own motor vehicles or the host site's motor vehicles as part of their duties.
- Students must be informed of emergency evacuation procedures and protocols for the areas that they will be working in.
- Students may not be engaged in high risk duties that require specialized training. Questions or concerns about whether the University would consider an activity to be high risk should be directed to the University's Department of Environmental Health and Safety at (401) 254-3494.