

Lorain County Community College
Off-Campus Federal Work-Study Agreement
Effective Beginning June 1, 2019

This agreement is entered into between Lorain County Community College, hereinafter known as the "Institution" and _____, hereinafter known as the "Organization," for the purpose of providing work to students eligible to participate in the Federal Work-Study (FWS) Program.

The parties agree to and understand that work to be performed under this agreement is to be in the public interest, and which (1) will not result in the displacement of employed workers or impair existing contracts for services; (2) will be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as type of work performed, geographical region and proficiency of the employee as determined by the Institution; (3) does 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 for religious worship; and (4) does not involve any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election for public or party office.

FWS Student Employment Referral Forms, signed by an authorized official of the Institution, and Job Description Forms, will set forth the names of students employed under this agreement, their hourly rates of pay, description of duties, and maximum gross earnings per student, and are considered part of this agreement.

During periods of regular enrollment, students employed under this agreement may work no more than twenty (20) hours per week. When classes are not in session (during vacation breaks and summer), students may work thirty-seven and one-half (37 ½) hours per week.

Students can only be paid for hours actually worked, and may not be paid for lunch, vacation, holiday, sick days, or other hours not actually worked. When a student's accumulated gross earnings reach his/her Federal Work-Study Award, (s)he must stop working under this agreement.

Students will be made available to the Organization by the Institution as the Institution shall determine specific work assignments. 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.

The Organization agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, religion, sex, or national origin, and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 STAT.252) and the Regulations of the Department of Health, Education and Welfare which implement that act, and Title IX of the Education Amendments of 1972 (Pub. L. 92-318).

The Institution is considered the employer for purposes of this agreement. It has the ultimate right to control and direct the services of each student for the Organization. It has the

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responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work-Study Program, to assign students to work for the Organization, and reserves the right to determine whether students are performing appropriate work. The Organization's right is limited to direction of the details and means by which the result is to be accomplished.

Transportation for students to and from their work assignments will not be provided by either the Institution or the Organization. In the event of injury incurred by a student employee while acting within the scope of his/her duties, the Institution shall assume responsibility as employer.

The student will be paid by the Institution based on the established hourly rate designated in the Job Description and number of hours worked. A written record of hours worked is to be submitted by the Organization to the Institution on a biweekly basis in accordance with a schedule issued annually by the Institution. At the Institution's request, the Organization agrees to confirm these hours by authorized signature of an Organization official on verification statements before the Institution will release payments to the students employed under this agreement. Authorized Organization officials able to verify hours will be determined by the Organization.

Each Party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

The Institution shall disburse the compensation payable to students under this Agreement, subject to the following terms and conditions:

The Institution shall pay each student whom they employ under the Federal Work Study Program the full amount of compensation the student has earned during the current pay period. Of this amount, the Institution's share is one hundred percent (100%) of the wages paid, plus all payments due as an employer's contribution under State or local worker's compensation laws, under Federal or State social security laws, or under any other applicable laws.

The Institution shall provide time sheets, payroll procedures and will pay qualified students working under the Federal Work Study Program at the same time it pays its regular employees - every two weeks.

Organization Description

Name of Organization:	Telephone:
Address:	
Contact Person Name:	Title:
Type of Organization: Non-Profit	IRS Exemption No.:

Contract Authorization:

Date: _____ Signed (for the Institution) _____
Jonathan Volpe
Vice President
Administrative Services/Treasurer

Date: _____ Signed (for the Organization) _____
Printed/Typed Name: _____
Title: _____