

## APPENDIX 7

### MODEL OFF-CAMPUS AGREEMENT

(The paragraphs below are suggested as models for the development of a written agreement between an institution of higher education and a public or private non-profit organization which provides for employment of college students participating in the College Work-Study Program. Both institutions and organizations are advised that additional or substitute paragraphs may be devised, which are not inconsistent with the statute or regulations.)

This agreement is entered into between \_\_\_\_\_, hereinafter known as the "Institution," and \_\_\_\_\_, hereinafter known as the "Organization," a (public organization), (private nonprofit organization), (strike one), within the meaning of that term as defined in Section 175.2 of the College Work-Study Regulations, for the purpose of providing work to students eligible to participate in the College Work-Study Program.

(If appropriate, the following paragraph may be included.) The Organization is a component or the administering body of a Community Action Program established under Title II of the Economic Opportunity Act of 1964.

Schedules to be attached to this agreement from time to time, bearing the signature of an authorized official of the Institution and of the Organization, will set forth brief descriptions of the work to be performed by students under this agreement, 1/ the total number of students to be employed,

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#### Footnote

1/ In accordance with the requirements of the Federal program, work to be performed under this agreement must be work in the public interest, which (1) will not result in the displacement of employed workers or impair existing contracts for services; (2) will be governed by such condition 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; (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. Further, no work shall be considered to be in the public interest where (1) it is work for which the political support, affiliation or affinity of the student is a prerequisite or consideration for employment, (2) it is work to be performed for an elected official other than as part of the regular administration of Federal, State, or local government, or (3) it is work for a membership organization (such as a credit union, a fraternal order, or a cooperative) which is primarily for the benefit of the members of such organization, rather than the public.

the hourly rates of pay, and the average number of hours per week each student will be utilized. 2/ These schedules will also state the total length of time the project is expected to run, the total percent, if any, of student compensation that the Organization will pay to the Institution, and the total percent, if any, of the cost of employers' payroll contribution to be borne by the Organization. The Institution will inform the Organization of the maximum number of hours per week a student may work, during the summer or other period of nonregular enrollment during which the student is attending classes.

Students will be made available to the Organization by the Institution for performance of 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, 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.

(Where appropriate any of the following 3 paragraphs or other provision may be included.)

- (1) Transportation for students to and from their work assignments will be provided by the Organization at its own expense and in a manner acceptable to the Institution.
- (2) Transportation for the students to and from their work assignments will be provided by the Institution at its own expense.
- (3) Transportation for students to and from their work assignments will not be provided by either the Institution or the Organization.

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Footnote

2/ Under the College Work-Study Regulations, no student may perform work on any project under the Work-Study Program for more than an average of 15 hours per week in any semester (or other academic term on the basis of which credits are awarded) in which classes in which he is regularly enrolled are in session.

(Whether the Institution or the Organization will be considered the employer of the students covered under the agreement depends upon the specific arrangement as to the type of supervision exercised by the Organization. It is advisable to include some provision to indicate the intent of the parties as to who shall be considered the employer. As appropriate, one of the following two paragraphs may be included.) 3/

(1) The Institution shall be deemed the employer for purposes of this agreement. It has the ultimate right to control and direct the services of the student for the Organization. It shall also determine that the students meet the eligibility requirements for employment under the College Work-Study Program, assign students to work for the Organization, and determine that the students do perform their work in fact. The Organization's right shall be limited to direction of the details and means by which the result is to be accomplished.

(2) The Organization shall be deemed the employer for purposes of this agreement. It has the right to control and direct the services of the student, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished. The Institution shall be limited to determining that the students meet the eligibility requirements for employment under the College Work-Study Program, to assigning students to work for the Organization, and to determining that the students do perform their work in fact.

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Footnote

3/ (It should be noted that although the following paragraphs attempt to fix the identity of the employer, they will not necessarily be determinative if the actual facts indicate otherwise. Additional wording which specifies the employer's responsibility in case of injury on the job may also be advisable, since Federal funds are not available to pay for hospital expenses or claims in case of injury on the job. In this connection it may be of interest that one or more insurance firms in at least one State have in the past been willing to write a workmen's compensation insurance policy which covers a student's injury on the job regardless of whether it is the Institution or the Organization which is ultimately determined to have been the student's employer when he was injured.)

(Wording of the following nature may be included, as appropriate, to locate responsibility for payroll disbursements and payment of employers' payroll contributions.) Compensation of students for work performed on a project under this agreement will be disbursed -- and all payments due as an employer's contribution under State or local workmen's compensation laws, under Federal or State social security laws, or under other applicable laws, will be made -- by the (Organization), (Institution), (strike one).

(Where appropriate any of the following paragraphs may be included.)

(1) At such times as are agreed upon in writing, the Organization will pay to the Institution an amount calculated to cover the Organization's share of the compensation of students employed under this agreement.

(2) In addition to the payment specified in paragraph (1) above, at such times as are agreed upon in writing, the Organization will pay, by way of reimbursement to the Institution, or in advance, an amount equal to any and all payments required to be made by the Institution under State or local workmen's compensation laws, or under Federal or State social security laws, or under any other applicable laws, on account of students participating in projects under this agreement.

(3) At such times as are agreed upon in writing, the Institution will pay to the Organization an amount calculated to cover the Federal share of the compensation of students employed under this agreement and paid by the Organization. Under such an arrangement the Organization will furnish to the Institution for each payroll period the following records for review and retention:

- (a) time reports indicating the total hours worked each week and containing the supervisor's certification as to the accuracy of the hours reported and of satisfactory performance on the part of the students;
- (b) a payroll form identifying the period of work, the name of each student, his rate per hour, the number of hours worked, his gross pay, all deductions and net earnings, and the total Federal share applicable to each payroll; 4/ and
- (c) documentary evidence that students received payment for their work, such as photographic copies of cancelled checks.

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Footnote

4/ (These forms, when accepted, must be countersigned by the Institution as to hours worked and satisfactory performance, as well as to the accuracy of the total Federal share which is to be reimbursed to the off-campus organization.)