

Off-Campus Agreement

Community Service Employment for Federal Work-Study Program

Name of organization:				
Address:				
City:	State:	Zip:		
This agreement is entered	l into between College of the Holy Cross	s, hereinafter known as the		
"Institution," and	, hereinaf	ter known as the "Organiza	tion," a	
(federal, state, or local public ager	ncy), (private nonprofit organization)	, (strike one) for the purpose	e of	
providing work to students eligib	ele for the Federal Work-Study (FWS)	Program.		

Authorized officials from the organization and institution must set forth the following:

- Brief description of the work to be performed by the students under this agreement
- The average number of hours per week a student will work
- The length of time the project is expected to run

The institution will inform the organization of the maximum number of hours per week a student may work.

Students will be made available to the organization by the institution to perform 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, national origin, or sex. It further agrees that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education that implement those acts.

The institution is considered the employer for purposes of this agreement. It has the responsibilities 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 to determine the students do, in fact, perform their work.

Compensation of students for work performed on a project under this arrangement will be disbursed—and all payments due as an employer's contribution under state or local workers' compensation laws, under federal or state Social Security laws, or under other applicable laws—will be made by the institution. Under this agreement, the organization will furnish to the institution for each payroll period an off-campus time sheet indicating the total hours worked each week in clock time sequence and containing the supervisor's certification as to the accuracy of the hours reported.

Organization and its officers, managers, employees and contractors shall not discriminate or harass any student of the institution on the basis of sex, sexual orientation, gender identity, pregnancy, marital or parental status, religion, race, national origin, ethnicity, disability, veteran's status or any other

class protected by law. Organization shall immediately report to the institution any allegation of discrimination or harassment alleged to have taken place by, or towards, any student of the institution. Organization shall provide a safe environment that fosters professionalism and ethical conduct for any student that undertakes activities at the organization in accordance with all applicable laws, regulations, rules, and ordinances.

Organization will indemnify and hold institution and its trustees, employees, representatives, and agents harmless from any and all costs, damages, liabilities, injuries, claims, demands, suits, proceedings, actions, and investigations, including all losses, liabilities, expenses (including reasonable attorneys' fees), caused by, arising out of or which relate in any way to any negligent or wrongful act(s), omission(s), or fault of, or violation of this Agreement by, organization or any of organization's officers, managers, employees, contractors, or other personnel. Organization shall defend institution against any and all such claims, demands, suits, proceedings, actions, and investigations, at organization's expense should institution so request and shall defend using counsel approved by institution.

Strict compliance with the requirements set forth in this agreement is a condition of participation in the FWS program at College of the Holy Cross. In the sole discretion of the institution, serious or repeated instances of non-compliance by either the student or the organization, including (but not limited to) submission of false information or failure to fulfill any of the obligations set forth in the agreement or in applicable laws or regulations, may result in temporary or permanent exclusion of the student and/or the organization from further participation in the FWS program.

Signature of College of the Holy Cross Representative	Date
Accepted and Agreed:	
Signature of Organization Representative	Date
Name (print)	Title