

Randolph Community College FWS Off-Campus Agreement

This agreement is entered into between Randolph Community College, hereinafter known as the “Institution”, and the Boys and Girls Club of Greater High Point, hereinafter known as the “Organization”, a (federal, state, or local public agency), (private nonprofit organization), (strike one), for the purpose of providing work to students eligible for the Federal Work Study [FWS] Program.

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 will offer equal employment and educational opportunities for all students without regard to race, color, religion, gender, sex, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, marital status, political affiliation, status as a covered veteran, or any other group legally protected in accordance with applicable federal, state, and local laws. Retaliatory actions against students for making good faith complaints about violations of the Equal Opportunity Policy are strictly forbidden. It further agrees that it will comply with the provisions of the Civil Rights Act of 1964 (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 responsibility to:

1. control and direct the services of the student for the organization;
2. determine whether the students meet the eligibility requirements for employment under the Federal Work Study Program;
3. work with the organization to assign students to work for the organization; and
4. through coordination and direct supervision by the organization, determine that the students do, in fact, perform their work.

The organization has the responsibility to:

1. provide the direction of the details and means by which the result of the project is to be accomplished.
2. confirm that the student workers do, in fact, perform their work and meet all expectations as stated in the individual contract.
3. ensure the student worker is covered by the organizations workers’ compensation policy in case of injury on the job, since federal funds are not available to pay for hospital expenses or claims in case of injury on the job.

Individual contracts for each Federal Work Study Program student are to be completed, in addition to this agreement, and must include the following:

1. brief descriptions of the work to be performed by the students under this agreement;
2. the student to be employed;
3. the hourly rates of pay;
4. the number of hours per week the student will work; and
5. the total length of time of the contract.

Transportation for students to and from their work assignments will not be provided by either the institution or the organization. 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 workers' compensation laws, under federal or state Social Security laws, or under other applicable laws, will be made – by the institution.

Certifications and Signatures

Each person signing below certifies that all the information reported is complete and correct.

Randolph Community College Official

Date

Organization Designated Official

Date

