

LOYOLA UNIVERSITY OF CHICAGO
FEDERAL WORK-STUDY COMMUNITY SERVICE PROGRAM
OFF-CAMPUS AGREEMENT
AUGUST 20, 2007 through JUNE 30, 2008

The AGREEMENT is made by and between LOYOLA UNIVERSITY OF CHICAGO, an Illinois not-for-profit Corporation, hereinafter referred to as the “Institution” and

_____, a (private non-profit organization), hereinafter referred to as the “Agency.”

WHEREAS, the parties are entering into this agreement for the purpose of providing work to the Institution’s students eligible to participate in the Federal Work-Study Program, under criteria established by the Higher Education Act of 1965, Pub. L. 89-329, as amended and the regulations governing the Federal Work-Study Program, 45 C.F.R. 715, et seq. (the “Regulations”);

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Schedules attached to this agreement and made part hereof, bearing the signature of an authorized official of the Institution and of the Agency, will set forth brief descriptions of the work to be performed by students to be employed, the hourly rates of pay, and the average number of hours per week each student will be utilized. These schedules will also state the length of time of the employment period, the total percent, if any, of student compensation that the Institution will pay to the Agency from Federal Work-Study funds, and the total percent, if any, of the cost of employer’s payroll contribution to be born by the Agency. The Institution will inform the Agency of the maximum number of hours per week a student may work, and the maximum earnings eligible for Federal Work-Study funding.

2. Students will be recommended to the Agency by the Institution for performance of specific work during the applicable period. Students may be removed from work on a particular assignment or from the Agency by the Agency, either on its own initiative or at the request of the Institution. The Agency 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 Civil Rights Act of 1964 (Pub. L. 88-252; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318_ and the regulations of the Department of Education which implement those acts.)

LOYOLA UNIVERSITY OF CHICAGO
FEDERAL WORK-STUDY COMMUNITY SERVICE PROGRAM
OFF-CAMPUS AGREEMENT
AUGUST 20, 2007 through JUNE 30, 2008

3. It is agreed that neither the Institution nor the Agency shall have any obligation to provide either transportation for the students to and from their work assignments or compensation in lieu thereof.

4. The Agency shall be deemed the employer for purposes of this agreement. It has the right to control and direct the services of the students for the Agency, not only as the result to be accomplished, but also as the means by which the result is to be accomplished. The Institution is limited to determining whether the students meet the eligibility requirements for employment under the Federal Work-Study Program, and making such eligible students available for assignment to work for the Agency. Assignments are not guaranteed by the Institution; there has to be mutual acceptance of an assignment by each student and the Agency.

5. The Agency agrees that the Institution shall recommend students to work for it upon the following conditions with which it agrees to comply:

(a) The Agency shall have the obligation to provide adequate and responsible direct supervision of the work performed by students, provide proper working conditions and permit the Institution to inspect the premises if it elects to do so, as required by the Regulations. The Agency agrees to maintain and make available to the Institution, the names of Agency supervisors authorized to sign student time sheets, and to provide the Institution with record of hours worked daily by each student as attested to by an authorized official of the Agency.

(b) Students shall perform work which is of direct service to the community which the Agency serves. The Agency shall provide appropriate training to students so that they can adequately perform their work.

(c) No student shall perform work which will result in the displacement of employed workers of the Agency or impair its existing contracts for services, or fill positions that are vacant because Agency's regular employees are on strike, or which will involve any partisan or nonpartisan political activity associated with a contending group or faction for election for public or party office, or which involves lobbying on the Federal level, or which involves the construction, operation or maintenance of any facility used, or to be used, for sectarian instruction or as a place of religious worship.

LOYOLA UNIVERSITY OF CHICAGO
FEDERAL WORK-STUDY COMMUNITY SERVICE PROGRAM
OFF-CAMPUS AGREEMENT
AUGUST 20, 2007 through JUNE 30, 2008

(d) In the conduct of its general activities and the performance of any work by students, the Agency agrees to comply with any and all applicable laws, ordinances, and regulations of any governmental body, whether Federal, State or municipal.

6. The Agency shall provide the Institution with job descriptions at the beginning of the contractual period, as required by the Regulations. The Agency shall set wage rates, and shall pay the students performing work under the program under the Agency's normal payroll schedule, but no less than monthly. The Agency will then submit a bill to the Institution, at least monthly, which will reimburse the Agency out of Federal Work-Study funds for seventy-five (75) percent of the wages paid to regular community service students and one-hundred (100) percent of the wages paid to community service students engaged as math or reading tutors.

7. The Agency will make any and all payments required to be made by the Agency under State or local workers' 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.

8. The Agency shall permit the Institution to inspect the books and records of the Agency which pertain to the Federal Work-Study program during normal business hours, with reasonable notice.

9. The Institution shall conduct an annual evaluation of the Agency as a Federal Work-Study Community Service site to determine the appropriateness of the Agency's continued participation as an employer in the program.

10. This agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. In the event of termination, any reimbursement due and owing to the Agency by the Institution will be paid.

11. The Agency agrees to hold harmless Loyola University of Chicago, its trustees, officers, agents, and employees, from any liability arising from work performed or not performed by students under this agreement, or from any other activities performed under this agreement.

LOYOLA UNIVERSITY OF CHICAGO
FEDERAL WORK-STUDY COMMUNITY SERVICE PROGRAM
OFF-CAMPUS AGREEMENT
AUGUST 20, 2007 through JUNE 30, 2008

12. This agreement, including any attached schedules, represents the entire understanding between the parties and may only be amended by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized officers the day and year written below.

Agency:
Printed Name: _____
Signature: _____
Title: _____
Date: _____

Loyola University of Chicago
Printed Name: _____
Signature: _____
Title: _____
Date: _____