

Federal Work Study Program Agency Participation Agreement

This Agreement entered onto between THOMAS JEFFERSON SCHOOL OF LAW, hereinafter called the Institution, and _____, an organization, hereinafter called the Agency, shall become effective, for the purpose of enabling students to participate in the Federal Work-Study Program, hereinafter called the Program, through employment offered by the Agency under the terms stipulated within this agreement.

Evidence of these signatures is proof that the parties have read, understand and agree to the provisions of this Agreement as set forth below.

On behalf of

On behalf of

THOMAS JEFFERSON SCHOOL OF LAW
2121 San Diego Avenue, San Diego, CA 92110
(619) 297-9700, ext. 1353

Marc Berman
Director, Financial Assistance

Date

Date

1. This Agreement shall allow the Agency to receive the benefit of the services of the student or students employed and the Institution shall benefit through the availabilities of such employment.
2. All terms used herein shall be interpreted in accordance with the definitions contained in the Federal Statutes and Regulations (Title 34, Code of Federal Regulations, Part 675) governing the Federal Work-Study Program, and this Agreement's entirety, shall be construed so as to effectuate the purposes of that Program. Receipt of a copy of Title 34, Code of Federal Regulations, Part 675, is hereby acknowledged by the Agency.
3. This Agreement may be amended by addendum initialed by authorized officials of both the Institution and the Agency and must be amended in order to comply with changes in federal and state regulation.
4. The Agency agrees to submit the following documents to the Institution before hiring Federal Work-Study student workers:
With Agency's initial year of participation and as often as needed to reflect updates and or changes:
 1. A completed and signed Federal Work-Study Agency Agreement; and
 2. One copy of a Position Announcement and Job Description Form;
 3. A brief description of the Agency's operations and functions (not required for governmental agencies); and
 4. A statement of the Agency's sources of funding and support (not required for governmental agencies); and
 5. Copies of documents from the IRS verifying tax-exempt status (not-for-profit agencies only); and
 6. Certification of Worker's Compensation coverage and policy number thereof.
5. The Agency certifies that it is a Governmental ____ Not-For-Profit ____ organization eligible to participate in the Program and that the work performed by students participating in this Program:
 1. will be work for which the Agency has funds available;
 2. will not result in the displacement of the Agency's employed workers, or impair its existing contracts for service, for the filling of vacant positions created by striking workers;

3. will be governed by such conditions of employment as will be appropriate and reasonable in light of such factors as type of work performed, geographical location, educational level and proficiency of the student, and any applicable Federal, State, or local legislation;
 4. will not involve the construction, operation, or maintenance of any facility which is used or is to be used for sectarian instruction or as a place of religious worship and the particular position to which the student is assigned will not involve in any way the sectarian instruction or the religious activities of any organization;
 5. will 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;
 6. may not involve any lobbying on the Federal level but will be devoted to the national or community welfare rather than that of a particular interest or group and will not be primarily for the benefit of the members of a limited membership organization, rather than the public; and
 7. will, the maximum extent practicable, implement and reinforce the educational program and vocational goals of the student.
6. It is agreed that the Agency shall:
1. provide orientation to the student with regard to hours of work, place of employment, working conditions, briefing on safety, standards of conduct, and familiarization with Agency procedures. Such orientation shall be designed to aid the student in adjusting to the job situation;
 2. provide the student with an explanation of his/her duties, performance requirements in terms of quality, quantity, methods, and priorities, and necessary basic corrective and progressive training;
 3. provide on-site supervision of the employment activities of the students;
 4. establish and maintain such records as time sheets, billing records, and proof of payments, and permit reasonable inspection by the Institution of these records.
 5. not permit any student to work on any projects under this Program for more than 40 hours per week. The students enrolled in the full-time program of study may not work more than 20 hours per week during the FALL or SPRING semesters. The students enrolled in the part-time program of study may not work more than 30 hours per week during the FALL or SPRING semesters. If funds permit, all students, regardless of program of enrollment, may work up to 40 hours per week during an inter-session, scheduled semester break period, or during the SUMMER term;
 6. not solicit or permit to be solicited from any student, as a condition or prerequisite for the student's employment, fees, dues of any kind, compensation of any kind, commission of any kind, and/or a gift or gratuity of any kind;
 7. notify the Institution in writing of the date and reason for termination of any Federal Work-Study Student Employee;
 8. not permit the student to earn more than his/her maximum Federal Work-Study eligibility as stated by the Institution on the Student Hiring Form. The Agency shall be responsible for 100% of the wages earned in excess of the student eligibility.
7. Students will be made available to the Agency in a manner prescribed by the Institution for performance of specified work assignments. Student may be removed from work on a particular assignment or from the Agency by the Institution, either on its own initiative or at the request of the Agency. The Agency agrees that no student will be denied work or subjected to different treatment under this Agreement on the grounds of race, sex, color, or national origin and that it will comply with provisions of the Civil Rights Act of 1964 (P.L. 88/352; 78 Stat. 252), Title IX of 45 CFR, Part 80, and Regulations of the Departments of Health, Education and Welfare which implement those Acts.
8. **THE AGENCY SHALL BE DEEMED THE EMPLOYER FOR PURPOSES OF THIS AGREEMENT.** The Agency shall have the right to control and direct the services of the student with regard to the work to be accomplished and the means by which it is to be accomplished. The Institution shall determine that the student meets the eligibility requirements for employment under the Federal Work-Study Program, and assigns students to work for the Agency. It is agreed that the Agency shall pay for any transportation for students between their work assignments or for compensation in lieu thereof.

9. Compensation for work performed under this Agreement will be paid to student by the **Institution** on a bi-weekly basis. With the exception of Worker's Compensation, all payments due under Federal Social Security laws or under other applicable Federal or State laws will be paid to the proper governmental authority by the Institution. **At such times as are agreed upon in writing, but in no event less frequently than monthly, the Agency will pay to the Institution by way of reimbursement or in advance, an amount calculated to cover the Agency's share (25%) of the compensation of students employed under this Agreement.** In addition to the payment specified above, the Agency 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 Federal and/or State Social Security laws, projects under this agreement. Under such an arrangement, the Agency will furnish to the Institution the following records for review and retention: Report of Hours Worked (Time Sheet) which indicates the student's name, pay period covered, date of hours worked, number of hours worked each day, and supervisor's certification as to the accuracy of the hours reported and of satisfactory performance on the part of the student. For this reporting purpose, the work week shall begin Monday 12:01 a.m. and end Sunday 24:00 p.m..
10. At such times as specified by the Institution, **the Agency shall pay to the Institution 5% of the gross compensation paid to the students employed under this Agreement to cover a portion of the administrative cost incurred in the coordination of this program** which are not paid by the school's Federal ACA. This sum shall be in addition to the Agency's share of gross compensation paid to the student.
11. All payments due as an employer's contribution under California Worker's Compensation Law will be paid to the proper insurance carrier by the Agency. It is agreed that in the event that the student is injured on the job, what said Worker's Compensation will be the exclusive remedy for the student. It is agreed that all students employed under this program will be required to waive their rights of recovery with the exception of said Worker's Compensation. Proof of Worker's Compensation coverage and policy number shall be filed with the Institution.
12. The Institution shall have the right to control and direct this program in accordance with institutional policies and Federal Regulation. It shall establish appropriate policies with respect to such matters as the total number of students to be employed, the hourly range of pay and the total number of hours per week each student will be utilized. This paragraph shall not affect the right of the Agency to control and direct the activities as specified in the EIGHTH paragraph of this Agreement.
13. It is agreed that the Institution, either on its own initiative or at the request of the Agency, shall have the right and power to remove students from work on specified work assignment, and that the students themselves upon reasonable notice shall have the right to quit.
14. This Agreement may be canceled by either party if there is a failure to comply with the provisions of the Agreement; may also be terminated by either party with or without cause upon 30 days written notice to the other party.
15. It is understood that the submission of proper documents of the Institution and the signing of the Agreement by the parties enables the Agency to participate in the Federal Work-Study Program through this Institution.

