



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.



# THOMAS JEFFERSON

SCHOOL of LAW

Financial Aid Office  
1155 Island Avenue, San Diego, CA 92109  
Phone: (619) 961 4270 Fax: (619) 961 1270

## Federal Work Study Program Agency Authorized Signatures

Please indicate below the persons who will be authorized  
to sign Hiring Agreements, Time sheets, etc.

Print Name	Print Title	Signature

Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

On behalf of Agency: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Agency Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_



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## Federal Work Study Program Position Announcement / Job Posting

The Federal Work Study (FWS) program is a federally subsidized employment program offering eligible students an opportunity to earn financial aid through work. See FWS Student Handbook for eligibility requirements.

Position Title: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_  
Agency Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_

Type of work performed by the agency: \_\_\_\_\_  
Approximate Length of Student Employment: From \_\_\_\_\_ To \_\_\_\_\_

### JOB DESCRIPTION

Position Summary: (Major purpose or reason for position)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Key Responsibilities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Position Requirements: (Minimum knowledge, skills, and/or qualifications)

\_\_\_\_\_  
\_\_\_\_\_

Availability Requirements:

\_\_\_\_\_  
\_\_\_\_\_



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### **MEAL AND REST BREAKS**

All employers must provide a meal break of at least one half-hour for every work period of more than five hours. However, if six hours of work will complete the day's work, the employee may voluntarily choose not to take the meal break by completing a Meal Period Waiver form. For every four hours worked, a rest break of 10 minutes must be taken. These breaks are not recorded on a timesheet. Agencies that do not adhere to this policy will be charged 100% of the unauthorized time and may result in termination from the Work Study program.

### **TIMEKEEPING**

Federal and State laws require the employee and employer to keep accurate records of time worked in order to calculate Employee pay. Time worked is all the time actually spent on the job performing assigned duties. To comply with Federal and State wage and hour laws, all Federal Work Study employees are given a timesheet to complete according to the school payroll schedule. It is the student's responsibility to record each day, the time they started work, began and ended their meal period, and ended work. The timesheet includes the number of hours worked and any adjustments that occur during each pay period.

At the end of each week, you are required to certify that all hours of work have been accurately recorded, and all rest and meal breaks have been taken in accordance with Federal and State laws. Timesheets must be completed no later than the end of business on the last day of the pay period. The timesheet must then be verified and approved by an agency's authorized signer.

Any agency or employee who violates or disregards this procedure or any other procedures mentioned herein, may be subject to disciplinary action, up to and including termination from the Work Study program.

### **TIMESHEET DEADLIN**

Signed timesheets are due to the Financial Aid office by 10:00 a.m. on Mondays following the end of each pay period (Monday of the scheduled pay week). Should that Monday fall on a designated holiday, timesheets are due by 10:00 a.m. on a designated day. Please see current FWS Payroll Schedule for details. **Timesheets can only be accepted and processed for the current month.** The Financial Aid Office **will not accept and/or process timesheets older than 2 weeks.**

### **TIMESHEET APPROVALS**

An authorized agency signer must approve each timesheet. The timesheet is an official, legal document and a personal certification of all hours worked and therefore must be accurately maintained. Falsifying or altering the timesheet may result in disciplinary action.

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Agency's Authorized Signature

Agency Name

Date