Pursuant to Title IV, Part C, Federal Work Study Program (FWS Program) of the Higher Education Act of 1965, Public Law 89-329, as amended (the “Act”), the George Washington University, (hereinafter referred to as the INSTITUTION, “we” or “our”) and (Name of the Organization): (hereinafter referred to as the ORGANIZATION, “you” or “your”), agree to participate in the FWS Program under the terms, conditions and provisions hereinafter stated:

The term of this agreement shall commence on August 25, 2019 and shall terminate on May 2, 2020. This agreement shall supersede any and all prior agreements between the INSTITUTION and the ORGANIZATION regarding the operation of a work study program under the provisions of the FWS Program. This agreement may be terminated at any time by mutual agreement or upon fifteen (15) days written notice by either party to the other.
I. ORGANIZATION CLASSIFICATION

The ORGANIZATION certifies that it is (check one):

☐ A public, non-profit organization

☐ A Private, non-profit organization structured to serve the general public and classified as tax exempt by the Internal Revenue Service.
    ○ IF SO, you must list your IRS Employer Identification Number here (found on IRS Form SS4):

☐ Other:
    ○ IF SO, please specify here:

and that the work performed by the students hired will be in the public interest, which is defined as work performed for the welfare of the nation or the community, rather than work performed for a particular interest or a particular group.

Legal Name of Organization:
__________________________________________________________________________________

Street Address, City, State, Zip Code:
__________________________________________________________________________________

FOR INVOICING: Billing Address, City, State, Zip Code:
    ○ If same as above, please state “same as above”.
__________________________________________________________________________________

Organization’s Main Email and Website Address:
__________________________________________________________________________________

Telephone Number (including area code):
__________________________________________________________________________________

Date of Incorporation:
__________________________________________________________________________________

Mission Statement or Statement of Purpose (You may instead choose to attach a copy of your organization’s mission statement to this document – if so please state “attached”):
II. PROGRAM REQUIREMENTS

INSTRUCTIONS: Initial each line below to confirm that your organization is able to comply with the program requirements listed. Some of these items are also addressed under Section IV, Organization Responsibilities.

_________ Applications: This document serves as the application to the INSTITUTION’s FWS Program and, if accepted, outlines your responsibilities as an off-campus FWS employment partner. You agree to submit this document, signed and completed, by June 21, 2019 at 5 p.m. EDT and understand that it is not possible for each applicant to be accepted into the program. Acceptance for a given academic year does not guarantee future participation. If we have not received this signed, completed document from you by the stated deadline, you will be ineligible to participate.

_________ Minimum of Two (2) Students: You agree to employ a minimum of five (2) INSTITUTION FWS students during this program year. We cannot guarantee any number of applicants to your position(s), but you must have the capacity to employ two (2) students. There is no maximum limit to the number of FWS students you may employ.

_________ Work “in the public interest”: All work performed by our students must be “in the public interest”, as defined by federal regulations. Work in the public interest is defined as “work performed for the welfare of the nation or community, rather than work performed for a particular interest or group”. The ORGANIZATION will demonstrate this by completing the attached Position Description Form for each position to be offered. One position may have multiple openings; please indicate this on the Job Posting Form. The U.S. Department of Education’s guidelines state that work is not “in the public interest” if:

(a) it primarily benefits the members of an organization that has membership limits, such as a credit union, a fraternal or religious order, or a cooperative;
(b) it involves any partisan or nonpartisan political activity or is associated with a faction in an election for public or party office;
(c) it is for an elected official who is not responsible for the regular administration of federal, state, or local government;
(d) it is work as a political aide for any elected official;
(e) it takes into account a student’s political support or party affiliation in hiring him or her; or
(f) it involves lobbying on the federal, state, or local level.

_________ Work Limits: It is recommended that student employees work no more than 20 hours, on average, per week so that they can focus on their academic studies and so that more students can take advantage of the limited available student work opportunities. Students should only work outside of scheduled class time. Remember, students employees are students first.

_________ Accessibility: Your work site is a professional business environment located within a short distance of the INSTITUTION’s Foggy Bottom campus and is easily accessibility by public transit, preferably by Metro Rail. You should describe your location when you enter jobs into the INSTITUTION’s job posting platform.

_________ Job Posting: You will follow the instructions we provide and enter each job you make available into the INSTITUTION’s job posting platform. Your completion of the attached Position Description Form(s) allows us to evaluate the appropriateness of the job for inclusion in the FWS Program. If accepted, you will follow instructions from the INSTITUTION regarding how to make these job postings available online to student applicants. This action serves three (3) purposes: (i) our students can now search and apply for your job(s) online, (ii) we meet the federal audit requirement to produce a written job description for each position, and (iii) we can use the data from the INSTITUTION’s online job posting platform to produce reports and statistics as required.

_________ Extending An Offer: You understand that once you extend a job offer to a student, we must next hire that student into the INSTITUTION’s Human Resources systems. We must receive certain documents from you in order to do this. You will never allow a student to begin a FWS job until we have notified you that the hiring process for that student has been completed. If you do allow a student to begin working before you receive our permission, you are responsible for hiring the student onto your payroll and issuing that student a paycheck for 100% of the wages earned before we notified you that our hiring process had been completed.

_________ Primary Contact / Timekeeper Responsibilities: You must use the INSTITUTION’s online timekeeping system, Kronos to view, ensure accuracy, and approve student hours. The person named as the Primary Contact / Timekeeper in this document will be the Kronos licensee on record with the INSTITUTION’s Payroll Services. This individual must attend a required training at the beginning of the program year, offered at dates and times to be determined by INSTITUTION.
_________ **Kronos Licenses:** Only the one (1) named Primary Contact / Timekeeper from each organization will be given a license to Kronos, even if the ORGANIZATION’s student employees work at multiple sites and/or there are multiple supervisors at the ORGANIZATION.

_________ **Timekeeping Is Critical:** Each person involved with our FWS Program must acknowledge that **FWS funds comprise part of a student’s federal financial aid package.** It is critical that you properly adhere to your timekeeping responsibilities so that our students do not experience delays in receiving their paychecks. Payroll processing does **not** stop during holiday periods. You must ensure that one contact named in this document is available to approve timecards on time for every pay period. It is the responsibility of the ORGANIZATION to organize an internal process to ensure accuracy and consistency in timekeeping.

_________ **No New Start-Ups:** You must have completed at least one (1) year of successful operation to be considered as an applicant to participate in the INSTITUTION’S FWS Program.

_________ **Compensation:** Compensation of students for work performed 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.
III. SUPERVISORY INFORMATION AND SIGNATURES

INSTRUCTIONS: List below at least two (2) full-time staff members who are present at all times on the job site(s) and who will be responsible for supervising Federal Work Study students and will serve as points of contact for the INSTITUTION’s Student Employment team within the Center for Career Services. The first name listed will be the primary contact person and timekeeper for the ORGANIZATION. The Secondary Contact and Backups will be used as necessary. The Secondary Contact and all Backups agree to perform the functions of the Primary Contact if that person is unavailable. The Primary Contact agrees to notify the Secondary Contact and/or Backups when it is necessary for them to perform these functions.

*By signing below the individuals acknowledge that they have: (1) read, (2) understood and (3) accepted the conditions and/or responsibilities of the Federal Work Study Program.*

**Primary Contact / Timekeeper:**

This person is required to fulfill the responsibilities listed above, as well as approve students’ timecards on a biweekly basis as instructed by Student Employment. If this person is unable to fulfill the responsibilities listed above, they are required to activate the Secondary Contact.

Signature: ________________________________________________________________

I agree to supervise GW students, manage the time reporting process and activate the other contacts indicated below when I am unavailable.

Printed Name: _____________________________________________________________

Date: ____________________________________________________________________

Job Title: __________________________________________________________________

Telephone Number: __________________________________________________________

Email Address: ______________________________________________________________

*The following information is required for us to set up a GW affiliate account for you to get access to Kronos. Remember, we are only able to give one person access to Kronos within your ORGANIZATION:*

Primary Contact’s Date of Birth (mm/dd/yyyy) ________________________

Have you had any past affiliation with GW (circle one below)?

YES or NO

If yes, check all that apply:

- [ ] Previous FWS Timekeeper
- [ ] Previous Employee of GW
- [ ] Submitted a student application to GW
- [ ] Previous or Current Student of GW

**Secondary Contact:**

This person is required to fulfill the responsibilities listed above when the Primary Contact is unavailable. If this person is unable to fulfill the responsibilities listed above, they are required to activate a Backup.

Signature: ________________________________________________________________
I agree to learn and fully assume the duties of the Primary Contact if Primary Contact is unavailable. I will activate the Backup Contact indicated below if I am not unavailable.

Printed Name: _____________________________________________________________

Date: ____________________________________________________________________

Job Title: __________________________________________________________________

Telephone Number: __________________________________________________________

Email Address: ______________________________________________________________

**Backups (optional):**

Signature: __________________________________________________________________

I agree to learn and fully assume the duties of the Primary Contact if Primary Contact and Secondary Contact are unavailable.

Printed Name: _____________________________________________________________

Date: ____________________________________________________________________

Job Title: __________________________________________________________________

Telephone Number: __________________________________________________________

Email Address: ______________________________________________________________

Signature: __________________________________________________________________

I agree to learn and fully assume the duties of the Primary Contact if Primary Contact and Secondary Contact are unavailable.

Printed Name: _____________________________________________________________

Date: ____________________________________________________________________

Job Title: __________________________________________________________________

Telephone Number: __________________________________________________________

Email Address: ______________________________________________________________
IV. ORGANIZATION RESPONSIBILITIES

The ORGANIZATION for the purposes of this agreement shall:

1. Not discriminate nor shall any student be denied work or subjected to different treatment on the grounds of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity or expression in accordance with Title IV of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1983, and the INSTITUTION’s policy on equal opportunity.


3. Be considered the employer for purposes of this agreement. It has the right to control and direct the services of the students, not only as to the result to be accomplished, but also as to 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 FWS Program, to hiring students to work for the organization, and to determining that the students do perform their work.

4. Provide proper working conditions and permit the INSTITUTION to inspect the premises if it elects to do so.

5. Not allow students to work in volunteer and paid FWS positions within the ORGANIZATION.

6. Provide professional direction and assure that the work to be performed is responsibly supervised by a full time staff member who is present at the job site(s) and is consistent with the purposes of the Act, and is in compliance with local, state, and federal labor laws and regulations.

7. Assume complete responsibility for the conduct of its employees under this agreement.

8. At all times have at least two (2) full-time employees onsite who are capable of administering the FWS Program and who have agreed to administer the FWS Program in a professional business setting.

9. Ensure that the primary signatory to this document attends the employer orientations provided by INSTITUTION on its premises in August 2019 and shares this information fully with all other signatories. Critical information about the hiring and timekeeping processes will be addressed at orientation.

10. Consider the work week to begin on Sunday and end on Saturday. No student may work prior to Sunday, August 25, 2019 nor later than Saturday, May 2, 2020.

11. Ensure that students’ hours are documented and approved in a timely, accurate, and complete manner in accordance with the procedures of the INSTITUTION.

12. Ensure that any additional staff members charged with timekeeping responsibilities for students are familiar with all provisions of this document and are prepared to and capable of activating back-up staff members to perform these functions in the event that they will be unable to do so personally.

13. Submit only hours actually worked, and not for lunch breaks, sick days, time spent in transit to or from the job site(s), holidays, fringe benefits, or other hours not approved by the INSTITUTION.

14. It is recommended that student employees work no more than 20 hours, on average, per week so that they can focus on their academic studies and so that more students can take advantage of the limited available student work opportunities. Students should only work outside of scheduled class time. Remember, students employees are students first.

15. Communicate regularly with the student employees to ensure that the ORGANIZATION is apprised of any changes to Federal Work Study award amounts.
16. Monitor students’ Federal Work Study earnings so as not to exceed the FWS award amount.

17. Notify the INSTITUTION when a student’s accumulated gross earnings approach his/her FWS award limit so that the INSTITUTION may terminate the student from employment under the FWS Program before the award limit is reached or exceeded. No student may continue to work through the FWS Program after he/she reaches the limit of his/her FWS award.

18. Reimburse the INSTITUTION 25 percent of total wages up to the student’s award amount plus an 8.3% fringe fee. Any wages paid in excess of the student’s award amount will be billed at 100% and are also subject to the 8.3% fringe fee. Invoices will be sent after the work study accounts have been reconciled at the end of the academic year. Payment is due within twenty-five (25) days from the date on which the invoice is sent.

19. Reimburse the INSTITUTION for any costs or expenses incurred by the INSTITUTION resulting from the ORGANIZATION’s failure to comply with any applicable local, state or federal law with respect to students employed by the ORGANIZATION under this agreement.

20. Maintain records (for at least five (5) years), including any hiring, time and attendance records, and provide to the INSTITUTION a record of the daily hours worked every week by the deadline as set by the INSTITUTION, and to follow fiscal procedures as prescribed by the INSTITUTION to assure adequate control and administration of the program.
V. PROVISIONS

A. The ORGANIZATION agrees that the work to be performed under this agreement by qualified students, as determined by the INSTITUTION, will:

1. Conform to the nature of work delineated, for the period covered, in this agreement.
2. Be in the public interest for a public or private non-profit organization.
3. Not result in displacement of a permanent full-time employee or impair existing contracts for services.
4. Be governed by conditions of employment that are appropriate and reasonable given the type of work performed, geographical region, and proficiency of the employee and in compliance with all local, state and federal law.
5. Not involve the construction, operation or maintenance of so much of any facility as is used for sectarian instruction or as a place of religious worship.
6. Not involve any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election or party office.

B. It is agreed that the INSTITUTION shall pay the gross compensation to students employed under this agreement. In addition, the INSTITUTION shall:

1. Assist the ORGANIZATION with regard to participation in the FWS Program under this agreement.
2. Determine that the student meets the eligibility requirements for employment under the FWS Program and authorize students to work for the ORGANIZATION.
3. Require the student to terminate employment when he/she ceases to be eligible for participation in the FWS Program. All students will be terminated from employment under the FWS Program as soon as possible after reaching the FWS award limit.
4. Reserve the right to obtain documentation from the ORGANIZATION, which may include but not be limited to proof of non-profit status and/or workmen's compensation coverage, confirming the ORGANIZATION's eligibility for participation in the FWS Program.

C. It is understood that the signing of this agreement by the parties does not enable the ORGANIZATION to commence employment of eligible students until:

1. This Participation Agreement and Position Description Form(s) have been accepted by the INSTITUTION or the INSTITUTION has received and approved a complete online job listing from the ORGANIZATION through the designated online medium;
2. The ORGANIZATION returns to the INSTITUTION a FWS Program Student Statement and official GW offer letter signed by both the ORGANIZATION and the student; and
3. The INSTITUTION has informed the ORGANIZATION in writing that the student may begin working.

To allow students to begin working before these actions have been completed constitutes a material breach, is a violation of labor laws, and is grounds for immediate dismissal from the FWS Program.

I have read, understand, and agree to abide by the above responsibilities and provisions:

Primary Contact:
Signature: __________________________________________    Date: _____/_____/_____

Secondary Contact:
Signature: __________________________________________   Date: _____/_____/_____

Backups (if noted on previous page):
Signature: __________________________________________   Date: _____/_____/_____
Signature: __________________________________________   Date: _____/_____/_____
VI. ADDITIONAL SIGNATURES

Organization’s Authorized Agent
This must be an individual who can authorize the disbursement of funds. They will be included on invoicing emails at the end of the program year.

Signature: ________________________________________________________________
Printed Name: _____________________________________________________________
Date: __________________________________________________________________
Job Title: __________________________________________________________________
Telephone Number: __________________________________________________________
Email Address: ______________________________________________________________

Organization’s Human Resources of EEO Director

Signature: ________________________________________________________________
Printed Name: _____________________________________________________________
Date: __________________________________________________________________
Job Title: __________________________________________________________________
Telephone Number: __________________________________________________________
Email Address: ______________________________________________________________

This is a legal document.
To comply with federal regulations, please keep a copy of this agreement for your records.

You may email a copy of the completed, signed document to us at gwse@gwu.edu.
BUT you must ALSO submit the signed ORIGINAL DOCUMENT to us as soon as possible.
We are required to maintain original documents for our federal audit.

Please return the ORIGINAL signed agreement by mail or hand deliver to:

The GW Center for Career Services - Student Employment
800 21st Street, Suite 505
Washington, D.C.  20052
fws@gwu.edu