

The George Washington University
Student Employment – Center for Career Services
**2024-2025 Federal Work Study Participation Agreement
FOR OFF-CAMPUS FWS PARTNER ORGANIZATIONS**
(NOT INVOLVED IN TUTORING ACTIVITIES)

2024-2025 FWS Program Dates: August 12, 2024 - May 9, 2025

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 12, 2024**, and shall terminate on **May 9, 2025**. 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 Private, non-profit organization structured to serve the general public and classified as tax exempt by the Internal Revenue Service.
 - List your IRS Employer Identification Number here (found on IRS Form SS4):
- A government agency, if so: (check one)
 - Federal State County City Town

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 to benefit 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 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 by INSTITUTION, outlines your responsibilities as an off-campus FWS employment partner. ORGANIZATION understands 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.

_____ **Minimum of Two (2) Students:** You agree to attempt to employ a *minimum* of two (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 at least 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 to benefit 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 it:**

- (a) 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) involves any partisan or nonpartisan political activity or is associated with a faction in an election for public or party office;
- (c) is for an elected official unless the official is responsible for the regular administration of routine operation of federal, state, or local government;
- (d) is work as a political aide for any elected official
- (e) takes into account a student's political support or party affiliation in hiring them; or
- (f) 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 may only work outside of scheduled class time. Remember, student employees, are students first.

_____ **Accessibility:** Your worksite is a professional business environment and if the work is performed on onsite that it is located within a short distance of the INSTITUTION's Foggy Bottom campus and is easily accessibility by regular public transit. 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 an 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. The ORGANIZATION will be invoiced for 25% of earnings plus a 6.8% fringe fee of the total wages owed by the ORGANIZATION.

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) or are available to the students in remote positions** 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 INSTITUTION, 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 UKG/Kronos. Remember, we are only able to give one person access to UKG/Kronos within your ORGANIZATION:

Do you have any current or past affiliation with GW? Check all that apply:

- Previous FWS Timekeeper
- Previous Employee of GW
- Submitted a student application to GW
- Previous or Current Student of GW
- No affiliation

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: _____

Backup (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: _____

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, or other protected characteristic in accordance with federal, state, and local laws, including but not limited to, 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. This includes compliance with the obligations under the applicable federal and local laws to provide reasonable accommodations for student employees with disabilities.
2. Comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education that implement those acts. ORGANIZATION shall notify the Institution's Title IX Coordinator (titleix@gwu.edu) regarding any report of sexual harassment involving student employees under this Agreement and will cooperate with any reasonable INSTITUTION request relating to any assessment and investigation of such reports.
3. Have 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 responsible for 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 and safe working conditions and permit the INSTITUTION to inspect the premises if it elects to do so.
5. Not allow students to perform work in the same position as a volunteer and a paid FWS employee.
6. Not allow students to start working prior to being hired by the INSTITUTION. FWS student employees must be added to the INSTITUTION's human resources systems and cleared to start working prior to assuming duties for the ORGANIZATION. Any work done before being cleared by Student Employment is done so outside the auspices of the FWS Program and it is the responsibility of the ORGANIZATION to compensate the student for time worked.
7. Submit only hours actually worked, and not for lunch breaks, holidays, fringe benefits, time spent commuting to or from the job site(s) unless their shift has already begun at the time the travel occurs, or other hours not approved by the INSTITUTION.
8. 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) (or available to the student for remote positions) and is consistent with the purposes of the Act, and is in compliance with local, state, and federal labor laws and regulations.
9. Assume complete responsibility for the conduct of its employees under this Agreement.
10. At all times have at least two (2) full-time employees who are capable of performing and completing the ORGANIZATION's responsibilities under this Agreement.
11. Ensure that the primary contact to this document attends the employer orientations provided by INSTITUTION and shares this information fully with all other contacts. Critical information about the hiring and timekeeping processes will be addressed at

orientation.

12. Consider the work week to begin on Sunday and end on Saturday. No student may work prior to Sunday, August 12, 2024 nor later than Friday, May 9, 2025.
13. Ensure that students' hours are documented and approved in a timely, accurate, and complete manner in accordance with the procedures of the INSTITUTION.
14. Ensure that any additional staff members charged with timekeeping responsibilities for students are familiar with all provisions of this Agreement 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.
15. 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 may only work outside of scheduled class time. Remember, student employees are students first.
16. Communicate regularly with the student employees to ensure that the ORGANIZATION is apprised of any changes to Federal Work Study offer amounts.
17. Monitor students' Federal Work Study earnings so as not to exceed the FWS offer amount.
18. Notify the INSTITUTION when a student's accumulated gross earnings approach their FWS offer limit so that the INSTITUTION may terminate the student from employment under the FWS Program before the offer limit is reached or exceeded. No student may continue to work through the FWS Program after they reach the limit their FWS offer. If the ORGANIZATION wishes to continue to employ the student after they have reached their FWS offer limit; the ORGANIZATION must hire the student directly into their workforce and outside the auspice of this Agreement.
19. Reimburse the INSTITUTION 25 percent of total wages up to the student's offer amount, plus a 6.8% fringe fee of the total wages owed by the ORGANIZATION. Any wages paid in excess of the student's offer amount will be billed to ORGANIZATION at 100% and are also subject to the 6.8% 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. Payments may be made via EFT or check.
20. Comply with any and all applicable laws, ordinances, and regulations of any governmental body in the conduct of its activities and performance of any work by students under this Agreement. 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.
21. 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.
22. Indemnify and hold harmless the INSTITUTION from and against any and all claims for property damage, personal injury, or otherwise that may result directly or indirectly from the acts or omission of the student employees while under the direction, supervision, or control of the ORGANIZATION.

V. PROVISIONS

- A. The ORGANIZATION agrees that the work to be performed under this Agreement by eligible 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, as defined above.
 3. Not result in displacement of an 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 fill positions that are vacant because the employer's regular employees are on strike
 6. Not involve the construction, operation or maintenance of any part of a facility used or to be used for sectarian instruction or as a place of religious worship.
 7. 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 up to the amount of their FWS offer as outlined in this Agreement. In addition, the INSTITUTION shall:
 1. Assist the ORGANIZATION with regard to participation in the FWS Program under this Agreement.
 2. Determine if a 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 they cease 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 offer 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.
5. Have the right, in its sole discretion, to remove students from work on a specified work assignment or from ORGANIZATION's employment entirely.

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; and
2. 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.

As a primary, secondary or backup contact, I acknowledge that I have read, understand, and agree to abide by the above responsibilities and provisions:

Primary Contact:

Signature: _____ Date: ____/____/____

Secondary Contact:

Signature: _____ Date: ____/____/____

Backup (if noted on previous page):

Signature: _____ Date: ____/____/____

VI. ADDITIONAL SIGNATURES

Organization's Authorized Agent

This must be an individual who has the authority to execute this Agreement on behalf of the Organization.

The signatory below represent and warrant that they have been authorized on behalf of ORGANIZATION to execute this Agreement

Signature: _____

Printed Name: _____

Date: _____

Job Title: _____

Telephone Number: _____ Email Address: _____

Organization's Human Resources EEO Director

Signature: _____

Printed Name: _____

Date: _____

Job Title: _____

Telephone Number: _____ Email Address: _____

If accepted into the FWS Program, this Agreement will become effective when the ORGANIZATION is provided an acceptance notification from INSTITUTION and a copy of this fully executed Participation Agreement.

INSTITUTION's Authorized Agent

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 Agreement to us at gwse@gwu.edu.

Please return the signed Agreement by email or mail to:

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