



WHITTIER

LAW SCHOOL

ORANGE COUNTY, CALIFORNIA

OFFICE OF ENROLLMENT MANAGEMENT & FINANCIAL AID

FEDERAL WORK-STUDY EMPLOYER'S GUIDE

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PROGRAM OVERVIEW

This handbook is intended for use by employers participating in the Federal Work Student (FWS) and Community-Based Work-Study program (CWS). CWS is a form of federal financial aid through which law students earn an hourly wage for employment with approved, off-campus employers. To be an approved employer, the employer's work must be related to community service and improving area residents' quality of life. Student salaries are paid by the federal government and the employer through the Whittier Law School (WLS) payroll. This manual is designed to help you incorporate Whittier Law students as a resource into your organization.

Federal Work-Study (FWS)

Federal Work-Study (FWS) was established by Congress as part of the Economic Opportunity Act of 1964. Its purposes are to promote part-time employment for students with financial need, help students meet their educational costs, provide relevant work experience, and build relationships between law students and the legal community. FWS gives employers an incentive to participate by paying a percentage at least half of the students' earnings. Under the program, an employer pays the following percentage dependent on the type of organization in which they are employed. For example:

	<u>% Paid by Federal Aid</u>	<u>% Paid by Employer</u>
For Profit	50%	50%
Non Profit	75%	25%
*Community Based	Up to 90%	At least 10%

Through CWS, work-study positions can be in the community with eligible government or non-profit agencies. These positions must offer career-related legal experience. Including both the employer contribution and the federal subsidy, students participating in CWS should receive the same total pay as do students working in non-work-study jobs.

Benefits of Being a Federal Work-Study Community Work-Study Employer

- Affordable opportunity to hire Whittier Law students. CWS employers are responsible for paying only a percentage of a student's gross work-study wages. For example, if a student works 10 hours/week at \$10.00/hour and is paid every two weeks, the student earns a gross of \$200 every two weeks. However, the CWS employer is responsible for paying only 25% of the student's gross earned wages, or \$50 of the bi-weekly wage.
- Creates meaningful learning opportunities for students.
- Increases visibility of your organization.
- Contributes to the growth of the non-profit sector by supporting the development of students as civic-minded graduates.
- Opportunity to mentor our next generation of young professionals.
- Provides new perspectives on your organization's work.
- Fosters a connection between students and the community.
- Creates the potential for future full-time employees.

* Provided the institution can show proof of inability to pay the normally required 25% share as a Non Profit.

The optimum goal of CWS is to meet your staffing needs while providing students with opportunities that include both satisfactory pay and educational experiences without displacing or replacing employees in existing staff positions.

ELIGIBILITY REQUIREMENTS

Employer Eligibility

An off-campus agency is eligible to employ students with work-study awards if it:

1. is a non-profit or government agency,
2. is engaged in community enhancing work, and
3. completes a FWS contract with Whittier Law School.

To be considered for eligibility as a FWS or CWS employer, please complete the following forms:

1. Whittier Law Off-Campus Work-Study Agreement form
2. Federal Work-Study Job Description form
3. Responsibilities of Supervisors to Federal Work-Study Students form

These forms are available in Appendix A of this guide and can also be obtained by contacting the Office of Enrollment Management at tmccoll@law.whittier.edu. Documents may be faxed, mailed or emailed to:

Tom McColl
Associate Dean of Enrollment Management and Administration
Whittier Law School
3333 Harbor Boulevard
Costa Mesa, CA 92626
T: (714) 444-4141 x283
F: (714) 444-0250
tmccoll@law.whittier.edu

Upon receipt, the documents will be reviewed for eligibility determination. *Completion of the review may take two to three weeks.*

Employer Cost

Upon approval as a FWS or CWS employer by Whittier Law School, you will be assigned a Payroll Account number. **When you hire a work-study student you will receive an invoice requiring you to deposit into this payroll account the required percentage of the student's anticipated work-study earnings based on his/her FWS award.** Alternatively, you may send a check for this amount to Whittier Law School to be deposited into your account. (Any unused amount will be kept in the account for future use or fully refunded upon request.) An FWS or CWS award will vary for each student based on financial need. An invoice will be emailed within 2-3 weeks of a student's effective hire date email (See "Hiring Paperwork" section).

As noted throughout this manual, employers are responsible for 100% of a student's earnings for any hours worked in violation of the following federally-mandated restrictions on the use of FWS or CWS funds:

- Students' wages cannot exceed the student's maximum allowable earnings (i.e., their total award amount). Students cannot work more than 20 hours per week.
- Students being paid through WLS for more than one position (work-study or student hourly) may not exceed 20 hours a week.
- Students may not begin working until all hiring paperwork is complete AND they and their supervisor have received their Effective Hire Date email from the Office of Enrollment Management.
- Students may not work after their work-study eligibility period has come to an end. Those dates are always specified on the student's work-study authorization form.

Student Eligibility

1. *U.S. Citizen or Permanent Resident:* Work-Study is a federally sponsored program; therefore, students must be United States citizens or permanent residents to participate in work-study.
2. *Financial Need:* Student work-study awards are based on financial need. Accordingly, interested students must (1) complete a Free Application for Federal Student Aid (FAFSA) and (2) visit the WLS Financial Aid Office to determine work-study eligibility.
3. *Available FWS funds:* Work-Study eligible students will receive a work-study award for the eligibility period. Please see the "Work-Study Eligibility Periods" section below. A student may only work until his or her work-study award is exhausted. For example, if a student receives a \$1,500 work-study award for the summer and the employer is contributing 25% of his or her wage toward a total pay rate of \$10 per hour, the student may only work 200 hours. ($\$1,500 \div .75 = \$2,000$ and $\$2,000/\$10 = 200$ hours).

Work-Study Eligibility Periods

Academic Year: Students receive a work-study award for the Fall/Spring semester (August-May) of a given academic year. This award can only be earned during the academic year it is awarded. Any money not earned by the end of Spring semester cannot be used in the Summer. Summer is a separate eligibility period for work-study.

Work-study awards are for the full academic year. A student does not have to distribute the award evenly between the two semesters. For instance, if a student qualifies for \$2,500 in work-study, the award on his account will appear as \$1,250 Fall and \$1,250 Spring. However, a student can earn more than \$1,250 in the Fall. Consequently, if the student only earns \$1,000 in the Fall, he can earn \$1,500 in the Spring. He simply cannot earn more than \$2,500 in the academic year.

Semester Breaks: Students may continue working in their current Community Work-Study position during semester breaks (e.g., Winter Break, Spring Break) so long as the student has not exceeded his or her FWS award limit. Summer, however, is not considered a semester break; it is a separate work-study eligibility period.

Work-Study Allocation: Please ensure that your student has enough FWS money to work during semester breaks. If a student works too much, he or she risks exhausting a work-study award

too quickly and not having enough allocated to stay on at an agency through the remainder of the school year. In any situation, a student cannot work more than 20 hours.

Summer: Students may apply for a separate summer work-study award. Summer work-study awards will be determined by the Financial Aid Office and are contingent upon (1) student eligibility for work-study funding and (2) availability of WLS work-study funding. If a student is not taking courses during the summer, he or she must sign a contract indicating the intention to return to the school during the fall semester.

RECRUITING AND HIRING

Developing the Position

Your job description should include:

- Clearly defined job title.
- Outline of key responsibilities.
- Mandatory and preferred qualifications for the job. Indicate if training will be provided.
- Contact person/supervisor and application procedure.
- Approximate number of hours employee is expected to work and particular days/hours, if any.
- Pay rate/Pay scale.
- Any other specifics important to the position.

Recruiting and Interviewing Whittier Law Students

Job Board

A common way to advertise your position to WLS students year-round is through the Symplicity Job Board. The job board can be accessed at the following website: <http://law-whittier-csm.symplicity.com>. You may also contact the Career Development Office for access. Students will send their applications directly to you on a rolling basis. The site's service is free.

Recruiting Programs

You may also wish to participate in one of our formal recruiting programs. Twice a year, in fall and in spring, we coordinate resume collections and on-campus interviews for employer convenience. The deadline to register for Fall Recruiting Program is June 15. Resume Collect and On-Campus Interview (OCI) applications will be sent to employers by August. For those participating in OCI, Fall on-campus interviews generally run from August 21 - October 6.

On-Campus Interviews (OCI)

Our OCI program enables you to interview several qualified candidates in a short period of time. We collect and send student applications directly to your organization, coordinate student interview schedules, and provide complimentary breakfast and lunch.

Resume Collect

Our resume collect service provides a convenient way to receive all interested candidate applications at one time. You may then select and interview candidates at your office when your schedule permits. Resume Collect employers are responsible for contacting selected students and

coordinating student interviews. If you would like assistance with a Job Board posting or would like to learn more about our Fall and Spring Recruiting Programs, please contact the Career Development Office at 714.444.4141 x290 or email us at career@law.whittier.edu.

Hiring Paperwork

All employers will be expected to sign a Memorandum of Understanding (MOU) with Whittier Law School each academic year. Included in this MOU will be reminders and updates on the hiring procedures found in this manual. The MOU will be sent electronically to all eligible CWS employers each year.

Once this hiring paperwork AND the Federal Work Study Authorization form have been completed and submitted, the student will receive his or her effective start date via email. If an employer allows a student to work before he receives the Effective Start Date email from Whittier Law School, the employer will be responsible for 100% of the wages.

Hiring Checklist for Community Work-Study Employees:

1. Student receives his work-study authorization form in his WLS email account from Tom McColl at Whittier Law School.
2. Student and FWS or CWS Employer fill out their portions of the work-study authorization form, as indicated on the form, and return it to Tom McColl through email at tmccoll@law.whittier.edu or by fax at (714) 444-0250.
3. Student completes his or her WLS hiring paperwork, which includes bringing in appropriate ID to complete the I9 form to Tom McColl *in person* and submitting a signed Student Statement of Understanding & Release and Letter of Understanding-Voluntary Assignment (available in Appendix A).
4. Once the above steps are complete AND the supervisor is authorized to approve timesheets, the employer and the student will receive an email with **the student's effective hire date. Please remember, the student may not begin working until the CWS Employer has received this notification.** Notification will come via email to the student and the CWS Employer from Tom McColl.

COMPENSATION, HOURS, AND BENEFITS

Pay Rate

The amount that work-study student employees are paid varies depending on the position and individual employers. Although there is no standard rate of pay, the average CWS job pays between \$11.00 and \$11.50 per hour.

The federal regulations that mandate work-study employee wages are as follows:

1. Work-study students must be paid at least minimum wage.
2. Work-study students must be paid the same amount the employer would pay any other type of employee in a similar position. Wages should not be based on award amount.
3. Work-study students must be placed in a job that is budgeted as temporary or casual hourly; students must not displace or replace an employee in an existing regular staff position.

Hours

The number of hours a student may work depends on the student's work-study award amount, the organization's needs and budget, and the student's availability. Below are guidelines regarding the hours students may work:

1. Students may not work more than 20 hours per week if enrolled full-time and their work schedules must not conflict with their class schedules. Work-study supports part-time employment for students.
2. Students may work during the summer, school breaks, and between Fall and Spring semesters if they are returning to Whittier Law School immediately afterward.
3. Institutional and federal regulations do not allow for payment of overtime, vacation, or holiday pay utilizing FWS funds.
4. Students may not earn in excess of their work-study award limit unless the CWS employer agrees to hire the student onto the agency payroll and expects to be responsible for paying 100% of the student's wages beyond her work-study award limit.
5. If a student holds more than one work-study position (or a CWS position and an hourly position on campus), he/she cannot work more than 20 hours per week at these positions combined.

*At the time the student is employed and at each semester change, the employer should request a copy of the student's class schedule in order to establish the student's work schedule with the employer.

Timesheets

Community Work-Study (CWS) and Federal Work-Study (FWS) students will complete an electronic timesheet using the online my.whittier system. Students will log into my.whittier.edu to record their hours each day. At the end of the pay period, students will print their time sheets from my.whittier.edu for their supervisors' approval. Students should be instructed to submit their timesheet online before printing out a copy for you to sign. After the supervisors sign the student timesheets, the student or employer will send the approved timesheet to Tom McColl, via email at tmccoll@law.whittier.edu or by fax at (714) 444-0250.

Timesheets need to be submitted and approved by 5:00 p.m. on the payroll deadline. The payroll schedule is attached in Appendix B. Pay periods are bi-weekly.

Paychecks/Direct Deposit

All students earning work-study funds receive their paychecks from Whittier Law School. Paychecks are processed biweekly by the Payroll Department and are payable only to the student listed on the check. Students may pick up their biweekly paychecks in the WLS Business Office or may have their checks mailed to them.

Monitoring Earnings

The student employee and CWS employer are responsible for monitoring earnings to ensure the student's earnings do not exceed her work-study award limit. If a student earns wages beyond her work-study award limit, the CWS employer will be responsible for 100% of the student's over earned wages. A student earnings tracking form is included in each effective hire date email. In addition, you may access the form on our website.

Overtime Pay

Student Employees will be paid one and one-half times their regular hourly rate for all hours worked over eight (8) hours in one (1) day. A work week is defined as beginning on Sunday at 12:00 a.m. and ending on Saturday at 11:59 p.m. Students may not work more than five (5) hours in one day without taking a 30-minute break or eight (8) hours in one day without taking a one hour lunch break. It is the responsibility of the supervisor to ensure that a student employee does not work overtime unless that employee receives pay as provided above for such overtime.

Students are allowed to work for more than one employer simultaneously. Students, however, should be advised by the hiring department that combined hours from multiple jobs may not surpass 20 hours per week. If overtime occurs in this situation, the overtime will be charged to the department that exceeds regular hours.

Terminations

If at any time the employer needs to terminate a student, voluntarily or involuntarily, the employer is responsible for notifying Whittier Law School via the attached Termination Form in Appendix A. The completed form should be submitted to Tom McColl at 714.444.4141 x283 or via email at tmccoll@law.whittier.edu.

TRAINING AND SUPERVISING

Supervisor Requirements

Once you have hired a student employee, it is important to provide him with the necessary training and supervision. Please remember: **All FWS student employees must be properly supervised by (1) permanent, on-site staff that (2) maintains an active Bar License in the appropriate state.** FWS student employees may not work from home.

Work-Study Students as Employees

Although CWS contains guidelines established by the Federal Government and Whittier Law School, it is important that employers realize that work-study students are their employees. This means that student employees are subject to the same rules and responsibilities as any other employee within that agency. Employers have the right to discipline or dismiss any work-study employee according to the rules set by that organization. For this reason, employees must be informed of their responsibilities to their employers.

New Employee Orientation

An informal orientation will help your student employee adjust to the department and the job. We recommend that supervisors set aside time to orient the student to the department on his first day of work.

When discussing supervision, it is important to provide answers to the following questions:

- Who is the student's supervisor and what does he or she do?
- Who is the "alternate" supervisor and what does he or she do?
- To whom should the student direct problems or questions?
- Who should the student contact in case of absence or change in work schedule?
- What is the general procedure for reporting absences or changes in the work schedule?

- What is the best way for the student to communicate with the supervisor and other staff (e.g., email, phone)?
- When/how will the student be evaluated?
- What is the procedure for supervisor/student employee meetings? How often should the student check in (e.g., daily, weekly)?

Training & Feedback

One goal of CWS is to help law students acquire the legal skills they need to make them more marketable as attorneys. While it is often difficult to find time away from your own work to spend training new employees, it is important. Give them responsibility for projects, with clearly defined goals and offer constant informal feedback in addition to periodic performance evaluations. Student employees need to know that they are on the right track and are performing up to your standards. They also need to know the areas that need improvement.

Progressive Disciplinary Guidelines/Terminations

Determining disciplinary action is the sole responsibility of the agency. Below are recommended procedures for disciplining student employees.

Step I: Verbal Counseling

- Clearly specify the reason for the verbal counseling.
- Keep a record of the time and date of the counseling, reason for the counseling, and date of the incident.

Step II: Written Warning

- Student must be given a written form of the complaint or problem that has caused the need for disciplinary action. Include subsequent steps should the student need discipline a third time (i.e., termination).
- Both supervisor and student sign the document.
- Keep a signed copy of the written warning for your records and provide a copy to student.

Step III: Termination (if this is the determined next step after Step II)

- Inform student of reason(s) for termination.
- Complete and submit a termination form, available in the appendices.
- Return Termination Form to Tom McColl at 714.444.4141 x283 or via email at tmccoll@law.whittier.edu.

OTHER APPLICABLE POLICIES

Please contact the Office of Career Development any time if we can assist you in resolving a problem with a student employee.

Equal Opportunity & Affirmative Action Policy

Whittier Law School prohibits discrimination based on arbitrary considerations of such characteristics as age, color, disability, ethnicity, gender, marital status, national origin, race, religion, sexual orientation, or veteran status. Students are encouraged to report policies and procedures with discriminatory effects on protected classes including the disabled, minorities, women, and Vietnam-era veterans.

Voluntary Services Policy

The Fair Labor Standards Act of 1938, as amended, prohibits an employer from accepting voluntary services from any paid employee. Any student employed must be paid for all hours worked, even those in excess of forty hours a week. Any student on Federal Work-Study who works more than forty hours per week must be paid overtime out of agency funds, not Federal Work-Study funds. After the work-study relationship terminates, a student may volunteer his or her time without payment.

Americans with Disabilities Act (ADA)

The Americans with Disabilities Act, Title I, under the Civil Rights Act of 1964 requires employers to provide “reasonable accommodations” to the known physical or mental limitations of an otherwise qualified applicant or employee who has a permanent disability. Reasonable accommodation is a modification or adjustment to a job, an employment practice, or the work environment that makes it possible for a person with a disability to enjoy an equal opportunity to successfully achieve acceptable job performance. This requirement applies to all aspects of employment, is ongoing, and may arise any time that a person’s disability or job changes.

Harassment

Whittier College and Whittier Law School do not tolerate unlawful harassment of students or employees. Any form of harassment related to an individual’s race, color, national origin, ancestry, sex, gender, religion, creed, age, mental, or physical disability, veteran status, medical condition (including pregnancy, childbirth, and related medical conditions), marital status, registered domestic partner status, citizenship, sexual orientation, gender orientation, gender identification, or genetic characteristics, is a violation of this policy; this policy also prohibits unlawful harassment based on association with a person who has or is perceived as having any of these characteristics. Whittier Law School will investigate every complaint, respond, and take corrective action, including discipline if appropriate.

For these purposes the term “harassment” includes slurs and any other offensive remarks, jokes, other verbal, graphic, or physical conduct. In addition to the above listed conduct, “sexual harassment” can also include the following examples of unacceptable behavior:

- Offering or demanding an employment benefit (such as a raise or promotion or assistance with one’s career) in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion, or disciplinary action) for an employee’s failure to engage in sexual activity.
- Visual conduct, such as leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, or posters.
- Verbal sexual advances, propositions or requests to include unwanted verbal abuse of a sexual nature, graphic verbal commentaries about an individual, suggestive or obscene letters, notes, or invitations.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, or any other protected basis.
- Hostile work environment – an employer maintains an overly sexual work environment.

Student Employee Benefits

In general, students employed on a casual basis, i.e., not permanent employment, do not receive the same benefits as permanent university employees. However, there are exceptions to this policy. The following is more specific information about student employment benefits.

Overtime Pay

Student Employees will be paid one and one-half times their regular hourly rate for all hours worked over eight (8) hours in one (1) day. A work week is defined as beginning on Sunday at 12:00 a.m. and ending on Saturday at 11:59 p.m. It is the responsibility of the supervisor to ensure that a student employee does not work overtime unless that employee receives pay as provided above for such overtime.

Worker's Compensation

Students employed through Federal Work-Study are NOT covered by worker's compensation insurance through Whittier Law School. Employers are encouraged to add the work-study student to the organization's sponsored group insurance policy. Participating students must sign a consent form acknowledging that he or she may not be covered by the organization's policy.

Vacation Days

Students earning federal work-study compensation are not eligible for paid vacation. Students, however, ordinarily receive non-paid vacation leave during the vacation break periods as specified in the academic calendar, unless determined otherwise by the student and his employer.

Sick Days

Work-study students are eligible to accumulate sick leave benefits. Students accrue 24 hours of sick leave pay per fiscal year starting on July 1 and upon completion of 30 days of employment but may not begin using their sick leave benefit until they have reached their 90th day of employment.

Break Periods

Students may not work more than five (5) hours in one day without taking a 30-minute break or eight (8) hours in one day without taking a one hour lunch break. Students are not paid for their lunch breaks.

Jury Duty

Students are not eligible to receive Federal Work-Study compensation during jury duty services.

Past Due Bill Amounts

Upon hiring a work-study eligible student, agencies will be billed 25% of the student's FWS award amount for the current eligibility period. This invoice will be sent via email. See previous section "*Employer Cost*" for more information.

Agencies are expected to pay this bill in full within 30 days unless other arrangements are made with the Whittier Law School billing department. Agencies with an outstanding balance will be unable to hire work-study eligible students until the balance is paid in full.

- Bills 60+ Days Past Due: Agencies will not be eligible to hire additional students until the balance is paid in full.
- Bills 90+ Days Past Due: Work-study students at the agency may not be able to continue earning work-study compensation at that agency until the bill is paid in full.
- Bills 120+ Days Past Due: Agencies may be ineligible to (re)hire work-study eligible students for one academic year and not before the balance is paid in full.
- Chronic Past Due Bills: Agencies may be ineligible to continue hiring work-study eligible students.
- Agency may be sent to collections by Whittier Law School.
- If you have questions or concerns about the bill you receive or your work-study account balance, please contact Tom McColl at 714.444.4141 x283 or via email at tmccoll@law.whittier.edu.

QUESTIONS OR CONCERNS

We hope you have found this handbook to be useful in your role as a supervisor of student employees. If you have questions that were not answered in this handbook or would like additional clarification about the Community-Based Work-Study Program, please do not hesitate to contact us.

Thank you for employing Whittier Law students!!
Office of Enrollment Management Whittier Law School
3333 Harbor Boulevard Costa Mesa, CA 92626-1501
T: (714) 444-4141 x283 F: (714) 444-0250
tmccoll@law.whittier.edu

APPENDIX A COMMUNITY BASED WORK-STUDY FORMS

WHITTIER LAW SCHOOL
OFF-CAMPUS WORK-STUDY AGREEMENT

This agreement is entered into between Whittier College, hereinafter known as the "Institution," and _____ hereinafter known as the "Organization," a private non-profit organization or public agency, for the purpose of providing work to students eligible for the Federal Work-Study Program.

Schedules to be attached to this agreement from time to time must be signed by an authorized official of the institution and the organization and must set forth –

- (1) brief descriptions of the work to be performed by students under this agreement:
- (2) the total number of students to be employed:
- (3) the hourly rates of pay, and
- (4) the average number of hours per week each student will be used.

The total length of the project is approximately _____ weeks. The Organization agrees to pay _____% of the students hourly rate. The Institution will pay the total percent of student's payroll. The student may work a maximum of 20 hours a week.

Students will be made available to the Organization by the Institution to perform specific work assignments. Students may be removed from work on a particular assignment or from the Organization by the Institution, either on its own initiative or at the request of the Organization. The Organization 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 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 which implement those Acts.

Neither the Institution nor the Organization will provide transportation for students to and from their work assignments.

The Organization is 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. As employer, Organization agrees to maintain worker's compensation as required by law. The Institution is limited to determining whether the students meet the eligibility requirements for employment under Federal Work-Study program, to assigning student to work for the Organization, and to determining that the students do perform their work in fact.

Compensation of students for work performed on a project under this agreement will be disbursed --and all payments due, such as employer's contribution under Federal or State social security laws, or under other applicable laws, by the Institution.

At times agreed upon in writing, the Institution will pay an amount calculated to cover the Federal share of the compensation of students employed under this agreement. Under this arrangement, Organization will furnish to the Institution time reports for each payroll period indicating the total hours worked each week in clock time sequence and containing the supervisor's certification as to the accuracy of the hours reported.

Organization agrees to indemnify and hold Institution harmless, including cost of defense, from any loss, liability, claim or judgment arising out of Organization's employment of student. Organization also agrees to provide workers' compensation insurance under State guidelines.

Name of Organization Representative

Date

Signature of Organizational Representative

Date

Signature of Institutional Representative

Date

FEDERAL WORK-STUDY JOB DESCRIPTION FORM

SECTION 1: EMPLOYER INFORMATION

Employer Name: _____ Department: _____

Contact Person: _____ Email: _____

Office Location: _____ Phone #: _____

Off-campus agencies (please check): ___ Public agency ___ Private, non-profit agency*

* Private, non-profit agencies must attach a copy of the Internal Revenue Service letter granting tax exempt status.

SECTION 2: JOB INFORMATION

FWS/CWS Position Title: _____ Rate of Pay (hourly): _____

Position Term(s): ___ Fall ___ Spring ___ Summer Estimated hours per week*: _____

**Students are limited to 20 hours per week.*

Will the law student be supervised by an actively licensed attorney? ___ Yes ___ No

Job Description (please be specific): _____

Duties Performed*: _____

***Valid Work Duties:** FWS or CWS students can perform a wide range of duties; however, those duties must match those described in the Job Description form for that position, and must be law-related. FWS or CWS students may not perform duties which are political or religious in nature.

Special Skills/Qualifications Desired: _____

Will training be provided for this position? ___ Yes ___ No

I would like to recruit students through: ___ On-Campus Recruiting ___ Whittier Law Job Board

SECTION 3: Community Service Requirement

Community services are designed to improve the quality of life for community residents, particularly low income individuals or to solve particular problems related to their needs. Community service jobs may provide “direct” or “indirect” services. A law student who directly assists indigent populations through pro bono legal work “directly” provides community service. A law student who performs legal work for an organization with a non-legal community service mission provides “indirect” services. The primary component of an allowable community service job is that the services provided by the job are “open and accessible to the community and that they meet the regulatory and statutory provisions pertaining to the applicable FWS Program employment limitations and conditions.”

In order to determine if this position meets the definition of community service, please identify the population which directly benefits or is served by this job:

Please Return Completed Form to:
Office of Enrollment Management
Whittier Law School
3333 Harbor Blvd. Costa Mesa, CA 92626
F: (714) 444-0250 tmccoll@law.whittier.edu

RESPONSIBILITIES OF SUPERVISORS TO FEDERAL WORK-STUDY STUDENTS

1. I will provide training, supervision, and consistent work assignments for the Federal Work-Study (FWS) student. The Federal Work-Study program does not allow studying on the job.
2. The law school work-study student's tasks will be legal in nature and his or her work will be overseen by an actively licensed attorney.
3. I understand that it is my responsibility to provide a mechanism for my student employee to sign in and out each work session. Student should verify and sign his/her timesheet for hours worked. I will verify and sign each student's time reported for the assigned work period, and submit it to the Whittier Law School Payroll Office in a timely manner. I realize that failure to comply means the possible delay of the student's paycheck.
4. I understand that the FWS program does not provide for overtime pay. (Any time worked over 20 hours per week will be charged to the employing department and student's FWS employment may be terminated.)
5. I understand that the tasks I assign to the FWS student will be related to my official duties and such tasks will be for the benefit of the authorized off-campus, non-profit, community service agency or public agency.
6. I will report difficulties regarding FWS to Whittier Law School.

___ I have received a copy of the Whittier Law School Community Based Work-Study Employer's Guide and agree to abide by all of the guidelines and policies outlined therein, except those involving employer contribution or cost. It is understood that the Organization's participation is contingent upon the Institution paying the employer contribution on its behalf and that the Organization will have no monetary liability as a result of participating in this program.

Organization Name: _____

Supervisor Name: _____

Supervisor Signature: _____ Date: _____

Institution Signature: _____ Date: _____

STUDENT STATEMENT OF UNDERSTANDING & RELEASE

Whittier Law School seeks to provide safe, supervised and academically enriching Community Based Work-Study opportunities for students. To reduce the possibility of injury, damage and liability exposure, the Law School has developed policies and procedures to reduce the risk to the institution and to students participating in such programs. Whittier itself does not control the day-to-day manner in which a Community Based Work-Study site and/or its opportunities are structured or operated. The Law School does not knowingly approve work-study opportunities that impose undue risks to students. I understand that if I choose to work with an off-campus work-study employer, I do so at my own risk.

1. **Law School Liability Coverage, Health Insurance & Worker's Compensation:** I understand that when I participate in an off-campus work-study activity I am NOT covered by Whittier Law School's liability insurance and may not be covered by the off-campus employer's Worker's Compensation policy. I also understand that liability insurance is not the same as health insurance and that should I need medical care, my personal health insurance will be needed to cover medical expenses.
2. **Student Safety & Personal Risk:** I understand that I must be pro-active and discuss any potential personal, health or safety risks that may be inherent in an off-campus work-study opportunity with the employer organization. If I have any concerns regarding my safety, I will contact the organization's Human Resources Department and follow their procedures for lodging a complaint AND notify Tom McColl at Whittier Law School (714) 444-4141 x283 or by email at tmccoll@law.whittier.edu or fax at (714) 444-0250.
3. **Traveling & Transportation of Others:** I understand that I personally assume the risk of my travel to and from the off-campus work-study site. I understand that as work-study student I am not to transport other individuals (adults or children) for the organization in my own vehicle or an organization vehicle.
4. **Student Conduct:** I understand that as a student enrolled at Whittier Law School, I am bound by all Law School rules and regulations pertaining to student conduct, including but not limited to, the *Student Code of Rights and Responsibilities*. If I am found to be in violation of the Student Code, I may be referred to the Student Conduct Board for review.

Release Statement: I have read and understand the statements listed above. In choosing to participate in community-based work-study, I further understand that Whittier Law School cannot be held liable for my actions while at the off-campus site (hereafter referred to as "site"). Therefore, I hereby release, hold harmless and forever discharge Whittier Law School and its ensured entities (hereinafter collectively referred to as the "Law School") from all claims, causes of action, or demands of every kind which I may have in the future or that any person claiming through me may have in the future against the Law School by reason of any injury to person or property, or death, in connection with my participation in an off-campus work-study activity. Further, I agree to indemnify the Law School for liability arising solely from my acts or omissions, and I assume the risk of traveling to and from the site.

_____ **By initialing here, I confirm I have read and agree to abide by the policies provided in this Handbook and I confirm my health insurance is up-to-date and current.**

_____ **Health Insurance Provider**

In signing this Agreement, I acknowledge that I have read it and understand it, I agree to be legally bound by it and that I sign it voluntarily.

Student Printed Name

Student's Signature

Date

LETTER OF UNDERSTANDING-VOLUNTARY ASSIGNMENT

Student Name: _____ Student ID: _____

Please print clearly.

I understand that I am responsible for recording and reporting work study hours and managing work study funds. The supervisor is responsible for approving these hours in a timely manner. In the event that I exhaust my work study fund allocation, leave Whittier Law School for any reason, or in the event that I was not awarded any work study funds, my work study funding will be immediately terminated; I understand I will be provided with the opportunity to continue working on a voluntary basis. If I choose to work on a voluntary basis, I **will not** enter hours in the MyWhittier timesheet in anticipation of receiving any payment for my voluntary work. I also understand that if I choose to continue working on a voluntary basis, I am agreeing to continue accepting and performing all the responsibilities that are expected with my position.

By signing this Letter of Understanding I agree to the terms detailed above and will abide by them.

Signature: _____ Date: _____

Supervisor Name: _____

Supervisor Signature: _____ Date: _____

Please send signed copy to Tom McColl by fax at (714) 444-0250 or via email at tmccoll@law.whittier.edu.

Job Termination Form

Student's Name: _____ Student ID: _____

Employer Name: _____ Initiated by Student ___ Employer ___

Supervisor Section

Student's last day of work: _____

Reason for termination:

(Please attach copies of all warnings and/or termination letters if not already forwarded to the Business Office)

I certify that I have notified the student of this termination and that I have followed the guidelines for the employer initiated termination as stated in the Employer Community Based Work-Study Handbook.

Employer Signature: _____ Date: _____

Student Section

I have notified (or been notified by) my employer of this termination and agree to work until the date stated above.

Reason for termination: _____

Student Signature: _____ Date: _____

Please send signed copy to Tom McColl by fax at (714) 444-0250 or via email at tmccoll@law.whittier.edu.

For Human Resources Use Only

\$ _____ ___ Federal Work Award ___ Whittier Work Award ___ Exception

\$ _____ ___ Other _____

\$ _____ STO _____ - _____ Date Entered: _____

APPENDIX B WORK-STUDY TIMESHEET & PAYROLL SCHEDULE

2016 Bi-Weekly Payroll Schedule				
Pay Period	Begin Date	End Date	Timesheet Due	Pay Date
1	12/20/15	01/02/16	01/04/16	01/08/16
2	01/03/16	01/16/16	01/18/16	01/22/16
3	01/17/16	01/30/16	02/01/16	02/05/16
4	01/31/16	02/13/16	02/15/16	02/19/16
5	02/14/16	02/27/16	02/29/16	03/04/16
6	02/28/16	03/12/16	03/14/16	03/18/16
7	03/13/16	03/26/16	03/28/16	04/01/16
8	03/27/16	04/09/16	04/11/16	04/15/16
9	04/10/16	04/23/16	04/25/16	04/29/16
10	04/24/16	05/07/16	05/09/16	05/13/16
11	05/08/16	05/21/16	05/23/16	05/27/16
12	05/22/16	06/04/16	06/06/16	06/10/16
13	06/05/16	06/18/16	06/20/16	06/24/16
14	06/19/16	07/02/16	*07/05/16	07/08/16
15	07/03/16	07/16/16	07/18/16	07/22/16
16	07/17/16	07/30/16	08/01/16	08/05/16
17	07/31/16	08/13/16	08/15/16	08/19/16
18	08/14/16	08/27/16	08/29/16	09/02/16
19	08/28/16	09/10/16	09/12/16	09/16/16
20	09/11/16	09/24/16	09/26/16	09/30/16
21	09/25/16	10/08/16	10/10/16	10/14/16
22	10/09/16	10/22/16	10/24/16	10/28/16
23	10/23/16	11/05/16	11/07/16	11/10/16
24	11/06/16	11/19/16	**11/17/16	11/22/16
25	11/20/16	12/03/16	12/05/16	12/09/16
26	12/04/16	12/17/16	***12/16/16	12/22/16

2017 Bi-Weekly Payroll Schedule				
Pay Period	Begin Date	End Date	Timesheet Due	Pay Date
1	12/18/16	12/31/16	*1/3/2017	01/06/17
2	01/01/17	01/14/17	01/16/17	01/20/17
3	01/15/17	01/28/17	01/30/17	02/03/17
4	01/29/17	02/11/17	02/13/17	02/17/17
5	02/12/17	02/25/17	02/27/17	03/03/17
6	02/26/17	03/11/17	03/13/17	03/16/17
7	03/12/17	03/25/17	03/27/17	03/31/17
8	03/26/17	04/08/17	04/10/17	04/14/17
9	04/09/17	04/22/17	04/24/17	04/28/17
10	04/23/17	05/06/17	05/08/17	05/12/17
11	05/07/17	05/20/17	05/22/17	05/26/17
12	05/21/17	06/03/17	06/05/17	06/09/17
13	06/04/17	06/17/17	06/19/17	06/23/17
14	06/18/17	07/01/17	07/03/17	07/07/17
15	07/02/17	07/15/17	07/17/17	07/21/17
16	07/16/17	07/29/17	07/31/17	08/04/17
17	07/30/17	08/12/17	08/14/17	08/18/17
18	08/13/17	08/26/17	08/28/17	09/01/17
19	08/27/17	09/09/17	09/11/17	09/15/17
20	09/10/17	09/23/17	09/25/17	09/29/17
21	09/24/17	10/07/17	10/09/17	10/13/17
22	10/08/17	10/21/17	10/23/17	10/27/17
23	10/22/17	11/04/17	11/06/17	11/10/17
24	11/05/17	11/18/17	**11/16/17	11/21/17
25	11/19/17	12/02/17	12/04/17	12/08/17
26	12/03/17	12/16/17	12/18/17	12/22/17

Time Sheets must be entered on-line by Noon the Monday following each pay period unless noted otherwise.	
*Time Sheets Due Tuesday	**Time Sheet Due Thursday
***Time Sheet Due Friday	

WORK STUDY STUDENT TIMESHEET

Department Name: _____ Pay Period: _____

Name: _____ Student ID: _____

Date:		
Time In:	Time Out:	Total Hours Worked:
Work Performed:		

Date:		
Time In:	Time Out:	Total Hours Worked:
Work Performed:		

Date:		
Time In:	Time Out:	Total Hours Worked:
Work Performed:		

Date:		
Time In:	Time Out:	Total Hours Worked:
Work Performed:		

Date:		
Time In:	Time Out:	Total Hours Worked:
Work Performed:		