



UNIVERSITY OF
MARYLAND

OFFICE OF STUDENT FINANCIAL AID
Federal Work-Study Program

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Federal Work-Study On-Campus Participation Agreement Open-ended beginning Fall 2008

This agreement outlines the terms and conditions of your department's participation in the Federal Work-Study Program. This agreement covers the Fall 2008 semester and all future terms until this agreement is terminated. This agreement may be terminated at any time by mutual agreement or by 30 days written notice by either party to the other. Upon termination of this agreement, any outstanding monies owed by either party must be paid in full in accordance with the terms and conditions of this agreement. This agreement replaces any and all previous FWS participation agreements between the Office of Student Financial Aid, hereinafter referred to as the OSFA and your department, hereinafter referred to as the EMPLOYER.

By signing this agreement you agree to adhere to all FWS policies and procedures as outlined in this agreement, in the Federal Work-Study Handbook, and in memos, letters, and e-mails from the FWS program staff. This agreement lists basic responsibilities and policy principles. The FWS Handbook will outline procedures. The handbook will be updated annually and will always be available on the FWS web site at www.financialaid.umd.edu/FWS. Any future policy changes will be listed in the FWS Handbook and will automatically supersede and replace any conflicting policies in this open-ended agreement.

Employer Responsibilities

For the purposes of this agreement, the employer agrees to abide by all of the following regulations:

1. The employer shall not allow the hiring of FWS students to result in the displacement of permanent, full-time staff members or the impairment of existing contracts for services.
2. The employer shall ensure that FWS employees are supervised at all times by full-time university staff and will ensure that all work performed by FWS students is consistent with the purposes and intent of the FWS regulations and legislation.
3. The employer will only allow FWS employees to earn FWS funds during the date range listed on each student's FWS Work Authorization form.
4. The employer will not allow students' to earn any FWS funds after the student has graduated unless the student has already been admitted to another undergraduate or graduate degree program at UM and is taking courses toward that additional degree.
5. The employer shall pay students only for hours actually worked, and shall not pay students for lunch, sick days, or other hours not actually worked.
6. The employer shall never permit FWS students to work more than 40 hours per week. In addition, when Fall or Spring classes are in session students may work the following hours per week:
 - If full-time (12 or more credits), student can work up to 20 hours per week.
 - If 3/4 time (9-11 credits), student can work up to 25 hours per week.

- If half-time (6-8 credits), students can work up to 30 hours per week.

During weeks when summer classes are in session, students may work the following hours per week:

- If ≥ 3 credits per session, students can work up to 20 hours per week.
- If < 3 credits per session, students can work up to 40 hours per week.

7. The employer agrees that the OSFA has the right to terminate FWS employment for any students who cease to be eligible for FWS funds or who violate FWS regulations.
8. The employer shall establish an appropriate hourly wage in accordance with the FWS Job Classification and Pay Rate Guidelines available in the FWS Employer Handbook and on the web at www.financialaid.umd.edu/FWS. The hourly wage may not be less than the minimum wage as may be required under any applicable federal, state or local legislation, and the employer shall not pay any FWS student any more or less than would be paid to any other person hired to do the same work.
9. The employer shall never use FWS funds to pay overtime compensation to any FWS employee. Any such compensation must be paid directly by the employer from non-FWS funds. If a FWS employee is paid overtime compensation from FWS funds, the employer accepts that the OSFA will automatically charge the overtime compensation earnings to the employer's FRS account.
10. The employer will carefully monitor each student's accumulated FWS earnings and when any FWS employee has earned all of his or her FWS award, the employer will terminate the student's employment or convert the student to labor and assistance payroll and pay all future earnings from the employer's labor and assistance funds. The employer accepts that all overages will be automatically charged to the employer's FRS account.
11. The employer will carefully monitor the accumulated earnings of all its FWS employees and will terminate all FWS employment or convert all FWS students to the employer's labor and assistance funds when the employer has exhausted its FWS allocation. The employer accepts that all overages will be automatically charged to the employer's FRS account.
12. The employer shall maintain the following records for **3 years** from the end of the academic period in which the transactions occurred:
 - time sheets for all FWS hours worked,
 - current job descriptions for each FWS position,
 - FWS Work Authorization forms for all FWS employees,
 - course registration schedules for all FWS employees for all employed semesters,
 - copies of Performance Appraisals for all FWS employees for all employed semesters.
13. The employer shall comply with all University of Maryland Payroll Department procedures including but not limited to the submission of all payroll forms by the deadlines listed in the UM Payroll Calendar.
14. The employer shall submit a complete and accurate written job description for all FWS positions.
15. The employer shall comply with all FWS regulations, and all federal, state, and local labor laws and regulations.
16. The employer shall reimburse the OSFA for any costs or expenses incurred by the OSFA resulting from the employer's failure to comply with any applicable federal, state, or local laws with respect to students employed under this agreement.
17. The employer shall assume complete responsibility for the conduct of its FWS employees, in addition to public liability, workmen's compensation liability insurance coverage, and unemployment compensation.

18. The employer shall not discriminate on the grounds of sex, race, color, national origin, or disability in accordance with the Title IV Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1983.
19. The employer shall provide proper working conditions and permit the OSFA to inspect the premises if it elects to do so. The employer shall also be responsible for advising students on procedures to follow for reporting emergencies, accidents, problems, or potential hazards in the work environment.

OSFA Responsibilities

For the purposes of this agreement, the OSFA agrees to abide by all of the following regulations:

1. The OSFA shall advise and assist the employer with regard to the policies and procedures of the Federal Work-Study program.
2. The OSFA shall determine which students meet the eligibility requirements for employment in the FWS program and shall authorize such students to work for the employer.
3. The OSFA shall notify the employer of their departmental allocation and the dates students are eligible for employment during each FWS award period.
4. The OSFA shall notify the employer of each student’s FWS award amount and any adjustments made to this amount thereafter.

Employer Statement of Understanding

I have read this agreement and agree to adhere to all policies and procedures of the FWS Program as provided by the OSFA. I understand that failure to follow these guidelines may lead our department to be automatically charged for any overages or misused funds, as well as possible loss of FWS employee assistance.

Furthermore, I agree to not to allow any of our FWS employees to earn FWS funds in excess of their awards or to allow any of our FWS employees to earn FWS funds in excess of our departmental allocation. I understand that when students have exhausted their individual awards or our department has exhausted our allocation, we must immediately terminate all FWS employees or convert them to Labor and Assistance and pay all their remaining earnings from our departmental Labor and Assistance funds.

I agree that the OSFA may automatically charge our departmental Salary/Labor and Assistance FRS account # for all FWS earnings paid in excess of student’s assigned awards, in excess of our departmental allocations, or paid in violation of any FWS policies.

I also understand that FWS employees may not begin working for our department until we have received a departmental allocation notice for the covered award period and until we have returned each student’s completed Work Authorization form to the Office of Student Financial Aid.

Authorization by Dean/Director/Unit Head:

Salary/Labor and Assistance FAS Account: _____ -2075 Dept. Name: _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Authorization by OSFA FWS Program Coordinator:

Printed Name: _____

Signature: _____ Date: _____