

HARVARD LAW SCHOOL

CAMBRIDGE · MASSACHUSETTS · 02138 TEL: (617) 495-0643 EMAIL: spif@law.harvard.edu

I, _____, authorize my employer to provide the requested information detailed throughout this form for participation in SPIF.

Student Signature: _____ Date: _____

Thank you for participating in the Summer Public Interest Funding program and employing an HLS student for the upcoming summer. All SPIF recipients must submit a copy of this **Employer Response Form** from each of their employers in order to receive funding. **Page 1 is required of all SPIF employers. If your organization is located in the U.S. and all work will be performed in the U.S., please complete pages 2-3 in the chance that your student is selected for federal work study funding.** If that is the case, you will be contacted by Harvard's Student Employment Office with further instructions for entering time.

Please return this form to your HLS student employee so that s/he may upload it via the SFS Self-Service Portal. **The priority deadline is March 31, 2023.** If the direct supervisor for the student has not yet been assigned, a hiring official from the organization may complete this form now. Upon assignment, the direct supervisor should submit a new, updated form.

Employer Response Form

Student's Name: _____

Name of Placement Organization: _____

Type of Organization (non-profit, private, government, NGO, etc.): _____

Address of Organization: _____

Phone Number: _____ Placement start date: _____ Placement end date: _____

Number of hours student is expected to work each week: _____

Will you provide compensation (wages, stipend, housing, transportation, etc.) to this student for their work? Yes No

If yes, please specify how much and for what: _____

Will this student be doing any lobbying as a portion of their job responsibilities? Yes No

Please provide a brief description of the student's job responsibilities:

Under HLS guidelines, all students are required to complete at least 50 hours of pro bono legal work. Most summer public interest placements meet this requirement so long as the student's **supervisor is a licensed attorney**. Students are aware of the terms and conditions of SPIF and the pro bono project; however, in order to receive funding and pro bono credit their supervisor must also review and agree to the following terms and conditions:

- The Supervisor shall be responsible for training and continued oversight of the Student during his/her work on the project. The Supervisor should be cognizant of potential conflicts of interest.
- The Supervisor shall conduct an exit interview with the Student at the end of the project.
- The Supervisor shall sign and return the Supervisor Evaluation and Time Log to the student or SPIF office by September 15, 2023. **Failure to do so will result in the student forfeiting their funding.**
- All legal work performed by the Student shall be under the supervision of one who formally represents the client(s), if any, for whom the work is being performed (or is responsible for the work of the attorney who formally represents them) and under the direct and ongoing supervision of a member of the bar or an advocate or other person with expertise in the relevant subject matter area.

For US Placements:	For International Placements:
State in which Supervisor is Licensed: _____	Country in which Supervisor is Licensed: _____
Bar Registration Number of Supervisor: _____	Law License Number of Supervisor: _____

I have read and agree to follow the above terms and conditions as they pertain to me as the supervisor of a Harvard Law School SPIF recipient. I understand that my signature constitutes my acceptance of the above terms and conditions.

Supervisor's Name

Supervisor's Signature

Date

Supervisor's Title

Supervisor's Email

Harvard University Federal Work-Study Program
86 Brattle Street • Cambridge, MA 02138 • (617) 495-2585

AGREEMENT WITH OFF-CAMPUS AGENCY

This agreement is entered into between President and Fellows of Harvard College, acting through Harvard Law School (otherwise known as Harvard University) referred to hereinafter as the "Institution," and

(Name of Agency) _____,

hereinafter known as the "Agency." The Agency shall be a non-profit organization or a governmental agency qualified under the Economic Opportunity Act of 1964 as amended, and regulations thereunder governing the Federal Work-Study Program.

This agency is: (check those appropriate)

1) A governmental agency of the:

Federal State County City Town Other government

(Name and address of administrating body)

2) A non-profit organization

1. The Institution agrees to use reasonable efforts to make eligible students available to the Agency for the performance of specified work assignments upon the conditions herein set forth by signed authorities only. Authorizations must be revised for each academic year and for the summer program. The Institution further agrees to use its reasonable efforts to provide capable students but in no event shall be liable for their acts of commission or omission.
2. The Institution shall be deemed the employer for the purposes of this agreement.
 - a) The Institution has the ultimate right to control and direct the services of the student for the Agency. It shall also determine that the students meet the eligibility requirements for the employment under the Federal Work-Study Program, assign students to work for the Agency, and determine that the students do perform their work in fact. The Agency's right shall be limited to direction of the details and means by which the result is to be accomplished.
 - b) The Institution shall pay the compensation to the students for the work performed, and the Institution shall make any required income tax withholdings and shall make all payments due as an employer's contribution under State or Local Worker's Compensation Laws, under State or Federal Social Laws, or under any other laws applicable to such employees.
3. It is agreed that neither the Institution nor the Agency shall have any obligation either to provide transportation for students to and from their work assignments or compensation in lieu thereof.
4. It is agreed that the Institution either on its own initiative or at the request of the Agency shall have the right and power to remove students from work on a specified work assignment, and that the students themselves upon reasonable notice shall have the right to terminate employment.
5. The Agency agrees that the Institution shall supply students to work for it upon the following conditions with which it agrees to comply:
 - a) The work is to be performed for a public or private non-profit organization.
 - b) No student shall be denied work or be subject to discrimination or different treatment on grounds of race, color, national origin, or sex, and to this end the Agency agrees that it will comply with the provisions of the Civil Rights Act of 1964 or amendments thereto and Title IX of the Education Amendments of 1972, and the regulations of the Department of Education implementing the said statutes.
 - c) The Agency shall have the obligation to provide for adequate and responsible direct supervision of the work performed by students, shall provide proper working conditions and permit the Institution to inspect the premises if it elects to do so. It agrees to maintain and make available to the Institution the names of Agency supervisors authorized to sign student record hours worked weekly by each student as attested to by an authorized official of the Agency.
 - d) No student shall perform work which will result in the displacement of employed workers of the Agency or impair its existing contracts for services, or which will fill jobs that are vacant because the regular employees of the agency are on strike, or which will involve political activity or work for any political party, or which involves sectarian instruction of other religious activities of a church, or which involves the construction, operation or maintenance of so much of any facility as is used, or to be used, for sectarian instruction or as a place of religious worship.
 - e) The Agency agrees that it will be responsible for following the established procedures and policies of the Institution as they may be changed or amended at any time by the sole action of the Institution with respect to the following:
 - i. the recording of hours worked;
 - ii. the changing of job functions or conditions;
 - iii. the terminating of students;
 - iv. the changing of wage rates;

