



STUDENT WORK-STUDY AGREEMENT (ADVANCE PAYMENT)

Form with three columns: NAME: (Last, First, Middle), VA FILE NUMBER:, AGREEMENT NUMBER:

NOTE: VA will complete the hourly rate item below with the federal minimum wage or your State minimum wage rate, whichever is greater. If you have any questions concerning this hourly rate, contact the Education Call Center at 1-888-442-4551.

I (student), agree to perform hours of service for the Department of Veterans Affairs (VA) during the period starting on or about and ending no later than (agreement period), in consideration of which VA agrees to pay me a total work-study allowance of \$, subject to the following terms, conditions and representations:

1. VA will designate and assign the services to be performed by me at various times during the agreement period and my performance will be subject to VA supervision.

2. While performing such services, I (a) will not be considered an employee of the United States for the purpose of laws administered by the Office of Personnel Management, but I will be considered such an employee for the purpose of receiving benefits under the provisions of chapter 81 of title 5, U.S.C. (Compensation for Work Injuries); (b) will not receive or accept compensation from any other source for the same hours of work performed under this agreement with the following exceptions: (1) If I am attending a college or university, I can receive from that institution the difference between what the VA pays and the amount which the institution would otherwise pay to work-study students performing similar services and (2) payment from an AmeriCorps Education Award; and (c) will not disclose to anyone any information contained in VA files, records, reports, and other documents made available to me while performing such services except as provided by the Privacy Act of 1974 (5 U.S.C. 552a), pertinent provisions of title 38, U.S.C., and supplementary regulations.

3. In return for my services under this agreement, VA will pay me a work-study allowance at the rate of \$ for each hour of service I satisfactorily perform under this agreement. (In no event may I perform more hours of service than the product of 25 times the number of weeks in my actual period(s) of enrollment during the agreement period.)

4. Upon VA acceptance of this agreement, VA will advance me the lesser of either forty percent (40%) of the total amount of the work-study allowance under this agreement or the amount payable for the 50 hours of service to be performed. Not more than one advance payment may be made in any school term (or four month period if my course is not organized on a term basis). Payment for any remaining hours of services performed under this agreement will be made upon completion of each 50 hours of such remaining services, or the balance if less than 50 hours, with final payment upon fulfillment of all services covered by this agreement.

5. As a basic requirement for eligibility to receive this work-study allowance, a student must be enrolled in a program of education, or training under laws administered by VA at a rate equal to at least three-quarters of that required of a full-time student. By signing this agreement, I certify that I will meet this requirement. In the event I cease to be at least a three-quarter-time student or terminate school attendance before completing this agreement, I agree to immediately provide written notice of that fact to VA. For purposes of this agreement, terminating school attendance includes failing to enroll (or reenroll) for any regularly scheduled semester, quarter, or term of the ordinary school year or any session of a summer term during the agreement period on which performance of work study is based.

6. Unless VA directs otherwise, upon my reduction in training time or termination of school attendance as described in paragraph 5, I will no longer be entitled to perform and will cease performing services under this agreement, and I will reimburse or return to VA any payment made to me as payment for services after the date of such reduction or termination. If I reduce my training time below three-quarter-time but remain in attendance, VA, in its sole discretion, may permit me to complete this agreement. However, if I terminate school attendance, VA, in its sole discretion, may approve my further performance under this agreement only to the extent of those hours of service obligation for which I received an advance payment. In either case, VA will notify me in writing of its approval of my continued performance.

7. I may terminate this agreement at any time after performing the hours of obligated services for which I received an advance payment by sending written notice to VA, and VA may terminate this agreement for cause by furnishing written notice to me. Otherwise, this agreement will terminate on the ending date of the specified agreement period, or earlier if I cease to meet the minimum training-time requirement or terminate my school attendance before that date (see paragraphs 5 and 6, above).

8. Any amount of work-study allowance paid to me for which I fail to satisfactorily perform equivalent hours of service in accordance with the terms of this agreement shall be declared an overpayment for which I shall be liable to the United States. Any such overpayment shall, unless waived by VA, be recovered in the same manner as any other debt due the United States.

9. This agreement, entered into under the authority of section 3485, of title 38, United States Code, shall become effective upon its acceptance by a duly authorized officer of VA.

Form with two main sections: AGREED TO: and ACCEPTED BY: Each section contains fields for SIGNATURE OF STUDENT, DATE SIGNED, and CURRENT MAILING ADDRESS OF STUDENT.

PRIVACY ACT INFORMATION: VA will not disclose information collected by this information collection to any source other than what has been authorized by the Privacy Act of 1974 or Title 38 Code of Federal Regulations 1.576 for routine uses as identified in VA's system of records, 58VA21/22/28, Compensation, Pension, Education and Veteran Readiness and Employment Records - VA as published in the Federal Register at http://www.rms.oit.va.gov/SOR_Records/58VA21_22.asp. An example of a routine use allows VA to send educational forms or letters with a veteran's identifying information to the veteran's school or training establishment to (1) assist the veteran in the completion of claims forms or (2) for VA to obtain further information as may be necessary from the school for VA to properly process the veteran's education claim or to monitor his or her progress during training. Your obligation to respond is "required to obtain or retain benefits." We cannot pay you any VA work-study benefits until we receive this information (38 U.S.C. 3485). Your responses are confidential (38 U.S.C. 5701). Any information provided by applicants, recipients, and others may be subject to verification through computer matching programs with other agencies.

RESPONDENT BURDEN: We need this information to determine your acceptance of the VA work-study terms shown on this information collection. Title 38 United States Code allows us to ask for this information. We estimate that you will need an average of 5 minutes to review the instructions, find the information and complete the form. VA cannot conduct or sponsor a collection of information unless a valid OMB control number is displayed. Valid OMB control numbers can be located on the OMB Internet Page at www.reginfo.gov/public/do/PRASearch. If desired, you can call 1-888-GI-BILL-1 (1-888-442-4551) to get information on where to send comments or suggestions about this information collection.