

2013 Charles and Louise O'Brien Fellowship

Administered by:

The Office of Financial Aid

Columbus School of Law

The Catholic University of America

2013 Charles and Louise O'Brien Fellowship

The Fellowship was established by the Reverend Raymond C. O'Brien, a professor at the law school, in honor of his grandparents. Fellowships are awarded in conjunction with the applicant's work at a pro bono assignment during the summer. The Fellows are chosen from essays submitted by eligible students describing their summer placement in the context of the interaction between their religious perspective and their legal careers. At present, each student chosen has received a grant of \$4,500.

Who can apply?

Students finishing their first, second, or third year at The Catholic University of America School of Law and will be enrolled at CUA for the Fall 2013 semester are eligible to apply.

The O'Brien Fellowship is intended to serve returning students. The student must have a present intention to return to the Columbus School of Law at The Catholic University of America for studies the following semester. By signing the application for the O'Brien Fellowship, the student (a) certifies that he or she possesses such present intention. Further, the student certifies that should he or she transfer to another law school, he or she agrees to repay to the Columbus School of Law one hundred per cent (100%) of the funds received under the terms of the grant, not later than twenty-one (21) days after the commencement of the semester at the Columbus School of Law from which the student withdrew.

How do I apply?

1. Secure an offer for employment or be a serious candidate for a position. The student must show in the application documents that the organization has agreed to give the student a full-time or part-time position (or is strongly considering it).
2. Complete all necessary paperwork (all forms are included in this packet) and return it to the Office of Financial Aid by 5:00pm Wednesday, [April 4th, 2013](#).
3. Submit an essay entitled "*The Interaction Between Religious Perspective and Service Within the Legal Profession*". The essay itself must not have any identifying information (i.e. name). Submit the essay attached to the necessary paperwork.

How are Fellows chosen?

A donor-selected committee composed of a faculty member will make nominations from among the applicants to the Dean. The Dean will review the nominations presented by the Committee to ensure that the nominees are otherwise eligible and that their planned fellowship placement is consistent with the mission and values of the University.

How does the Fellowship work?

The applicant must secure a placement related to the information presented in his or her application essay. Each fellow is awarded up to [\\$4,500](#) to be earned throughout the summer. Payment of the fellowship award shall be bi-weekly at an hourly wage to be determined in accordance with the University's pay scale and will be based on time sheets submitted to the Financial Aid Office. Recipients will be provided with all required payroll information. Fellowship award funds that are not paid as wages supporting the summer placement may be used to offset tuition at CUA Law for the following semester.

If for some reason, the placement changes from what was originally described in the application essay, the connection between religious perspective and the placement must still be evidenced by the new selection. In addition, the new placement must also be reviewed by the Dean to ensure that all eligibility criteria are met.

2013 Charles and Louise O'Brien Fellowship

CHECKLIST

Return this form with all attachments to: The Office of Financial Aid, Room 314 Law Building, Cardinal Station, Washington, DC 20064. Deadline for completed applications is 5:00 p.m., Thursday, [April 4th, 2013](#). FACSIMILES WILL NOT BE ACCEPTED.

Attachments:

- _____ a. 2013 Charles and Louise O'Brien Fellowship Application
- _____ b. Essay entitled "[The Interaction Between Religious Perspective and Service Within the Legal Profession](#)"
- _____ c. Federal withholding form (W-4)*
- _____ d. State withholding form (if you live in DC, MD, or VA)*
- _____ e. Certificate of Non-Residence in the District of Columbia (for non-D.C. residents)*
- _____ f. 2013 Law School Summer Stipend Agreement
- _____ g. Form requesting Direct Deposit of summer stipend paychecks*
- _____ h. I-9 form (available at http://humanresources.cua.edu/res/docs/I-9_8%207%2009.pdf)

*Forms available at <http://treasurer.cua.edu/forms.cfm>. Questions about withholding forms should be directed to the Payroll Office (202) 319-5606 or cua-vpfinance@cua.edu.

Acknowledgement:

I understand that I am responsible for seeing that my supervisor signs a time sheet on the dates specified on the "*Time Sheets are Due*" form (this form will be provided once stipend decisions have been finalized). If your supervisor is out, someone else must be designated to do it at the site. Time sheets must be faxed to the law school Financial Aid Office (202-319-4462) by noon on the date indicated on the above-mentioned form. If I or my supervisor is not working on the day that time sheets are due, my supervisor may sign the time sheet early for that day or I will include the hours on my next time sheet. **If the faxed time sheets are not received on time, I understand that I WILL NOT BE PAID until they are submitted in the next pay period.**

Signature: _____ Date: _____

**2013 CHARLES AND LOUISE O'BRIEN FELLOWSHIP
APPLICATION**

1. Student's Name: _____

Current year and division: (circle one) 1D 1E 2D 2E 3E

2. Contact Info:

Permanent Address: _____ Phone: _____

Current Address: _____ Phone: _____

Summer Address: _____ Phone: _____

Email Address: _____

3. Paycheck: To which address do you want your paychecks (pay stubs if direct deposit) sent?

_____ Permanent _____ Current _____ Summer

** Please consider setting up direct deposit for your stipend paycheck. Your check will be available to you on payday (indicated on 'Time sheets are due' form) instead of having to wait to receive your check in the mail.*

4. Reference: Name and phone numbers of someone who will know how to reach you all summer:

Name: _____ Work Phone: _____
Relationship: _____ Home Phone: _____

5. Employer Info:

Institution: _____
Address: _____ Phone: _____
_____ Fax: _____

Beginning and ending dates of employment: From ____/____/____ To ____/____/____

Name and phone number of Work Supervisor(s) (who may sign your time sheets):

(If not available at this time, this may be added later.)

Are you planning to work elsewhere on campus this summer? Yes No If Yes, where? _____

Reminder: You will only be paid for a maximum of 40 hours per week.

2013 LAW SCHOOL
CHARLES AND LOUISE O'BRIEN FELLOWSHIP

Between The Catholic University of America
Columbus School of Law and An Employing Agency

This agreement is entered into by and between: The Catholic University of America, Columbus School of Law, 3600 John McCormack Rd., Room 314 Law Building, Cardinal Station, Washington, DC, 20064 (hereafter "the University");

(Employer's Name) _____, a federal, state or local public agency or private nonprofit organization (hereafter "Agency"); and

(Student's Name) _____, a law student (hereafter "Student") enrolled in the University whom the Agency agrees to employ in summer off-campus internship, specifically

(Position Title/Description) _____ (hereafter "internship").

The Student's paid work will commence on _____ and end on _____.

The Agency's signature on this document constitutes an offer of summer internship to the Student and an offer to the University to host and supervise the Student under the terms and conditions of this Agreement. The University will notify the Student who has been selected for the summer internship and will notify the Agency designated in the Agreement. These notifications will constitute the University's and the Student's acceptance of the Agency's offer set forth in this Agreement.

The signature of the Law School's Director of Financial Aid on this agreement constitutes approval for the above named student to receive a stipend of up to \$4,500 for a Charles and Louis O'Brien Fellowship. The Fellowship will be paid at the rate of \$15.00 per hour as documented by time sheets submitted to the University by the Agency on a bi-monthly basis (every two weeks).

The Student will be compensated at \$15.00 an hour for up to 40 hours per week, and any remaining balance at the end of the summer may be credited to their student account as a scholarship for the 2013-2014 academic year. The Student cannot be paid for hours worked on a federal holiday or for hours above 40 per week. The Student may receive additional compensation from the employing Agency not to exceed total summer payment of \$5,500 and \$17.50 per hour for hours worked. The Agency is responsible for any requirements regarding tax payments and reporting with respect to funds paid by the Agency to the Student. (See section on Stipend Supplement at the end of this contract).

The Agency agrees to provide professional work assignments appropriate for a law student in accordance with the requirements of the particular stipend or fellowship, as described below.

The Agency is the host organization for the purposes of this Agreement. It has the right to control and direct the services of the Student, not only as to the result to be accomplished, but also as the means by which the result is to be accomplished. The University role is limited to determining Student eligibility, authorizing internships for the Agency, determining that the Student has performed the required assignments from the Agency, and distributing the funds from the stipend.

For the Charles and Louis O'Brien Fellowship: Placements in connection with receipt of Fellowship must comply with the university's mission statement and be acceptable to the dean of the law school. Permissible organizations include religious, public service, pro bono and other not-for-profit organizations organized for the benefit of society.

In order to comply with the tax laws applicable to s.501(c) (3) organizations, students are not allowed to lobby or engage in partisan political activity.

It is agreed that the students shall be deemed to be employees of the University and not of the Agency. Compensation of the Student for internship activities performed for the Agency under this Agreement will be paid by University payroll check on a bi-monthly basis provided that time sheets are submitted as required. Time sheets signed by an authorized employee of the Agency must be faxed to The Columbus School of Law (CUA) Financial Aid Office (202-319-4462) by 12:00 noon on the 15th and last work day of each month. If the student or the supervisor is not working on the 15th or last work day of each month, a supervisor may either sign the time sheet early for that day or the hours worked may be submitted on the next pay sheet. If these forms are not submitted by the times and dates required, the Student understands that payment will be delayed until the following pay period. No payments will be made without the submission of the required time sheets. The Student's paycheck or pay stub (in case of direct deposit) will be sent to them at the address indicated on the Stipend application unless they request that their paycheck be held in the Financial Aid Office for pickup.

The Agency is responsible in the event of any on-the-job injuries. The Agency, at its own cost, shall provide general liability insurance. The Agency shall hold the University harmless against claims resulting from property damage or personal injury to the Student while interning for the Agency as well as render the University harmless for actions or inactions by the Student while interning for the Agency under this Agreement. In no event will the University be liable for the acts of commission or omission of the students.

The Agency or the University may initiate a request to terminate this Agreement in writing to the other party stating the reasons for such request. After such request, the parties may terminate this Agreement by mutual consent in writing, which termination shall be effective no earlier than one week after the request to terminate. The Student also may resign from employment under this Agreement, giving at least one week notice. In all cases, the University is obliged to pay the Student only the lesser of \$15.00 per hour for the time submitted on time sheets or the maximum of \$4,500.

The Agency agrees that no student shall be denied an internship or be subjected to discrimination or different treatment on the grounds of race, color, sex, national origin or disability. The Agency agrees to comply with the Civil Rights Act of 1974, and Title IX, as well as the Family Educational Rights and Privacy Act.

The Agency is obligated to provide for adequate and responsible direct supervision of the work performed by students. Furthermore, the Agency shall provide proper internship conditions and will permit the University, upon request, to inspect the premises in which the Student is interning under this Agreement. The Agency shall designate one individual (coordinator) within the Agency to act on behalf of the Agency as an intermediary between the Agency and the University. The duties of this individual include proper supervision of the student, keeping records of hours interned, and facilitating proper submission of time sheets to the University. The name, address, title, email, and phone number of this coordinator shall be included on this Agreement.

Transportation for the Student to and from work will be the responsibility of the Student.

This Agreement shall take effect upon the signing of this Agreement.

By signing below, all parties agree to be bound by the terms of this Agreement and by all applicable Federal and State laws and regulations.

STIPEND SUPPLEMENT (check one):

_____ The employing Agency will not be providing any supplementary salary to the Student.

_____ The employing Agency will make a salary supplement of no more than \$_____. The employing Agency understands that The Catholic University of America will pay the student on the basis of bi-weekly time sheets at the rate of \$15.00 per hour for a total of \$4,500. The student assumes responsibility for seeing that the student's total salary in this placement does not exceed \$5,500 for the summer and \$17.50 per hour. These salary restrictions have been set in the attempt to fairly allocate scarce summer stipend dollars. The employing Agency and the student assume responsibility for necessary tax reporting and payment for salary paid by the placement.

FOR THE AGENCY:

Signature

Typed or printed name

Title

Address

Phone number / Date

FOR THE STUDENT:

Signature

Typed or printed name

Phone number

Date

FOR THE UNIVERSITY:

David Schrock
Director of Financial Aid
The Columbus School of Law
The Catholic University of America

Date