



Federal Work-Study Contract Agreement

for

Off-Campus and Community Service

2009-2010

Organization is Employer

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Purpose of the Federal Work-Study Program

The law states two general purposes for the Federal Work-Study (FWS) Program. The first and original purpose is to stimulate and promote the part-time employment of students who are enrolled as undergraduate, graduate or professional students and who need employment to pursue courses of study at eligible institutions. The Higher Education Act of 1992 added a second purpose, to encourage students receiving Federal student financial assistance to participate in community service activities that will benefit the nation and engender in the students a sense of social responsibility and commitment to the community.

Definitions

“Federal Work-Study” (FWS)—The Federal Work-Study program is a form of cooperative education, which provides students with on and off-campus employment while in school that is career-oriented to the extent that is possible. Eligibility is based on financial need. Essentially, FWS pays a portion of the student’s salary while the College and non-profit organization pay the remainder.

“Off-campus/Community Service”—Services identified by an institution of higher education, through formal or informal consultation with local nonprofit, governmental and community-based organizations, as designed to improve the quality of life for community residents, particularly low-income and disabled individuals, or to solve particular problems related to their needs. Included are organizations which provide services in health care, child care, literacy training, education (including tutorial), welfare, social, transportation, housing/neighborhood improvement, public safety, crime prevention/control, recreation, rural development and community improvement services.

“America Reads Initiative”—A bipartisan reading effort which taps local resources, like Northern Virginia Community College, to create communities of strong readers. This initiative calls on all Americans—parents, educators, libraries, universities, college students, the media, community and national groups, cultural organizations, business leaders and senior citizens—to support teachers and help ensure that every American child can read well and independently by the end of the 6th grade. The Office of Student Financial Aid and Support Services is dedicating 20% of all new FWS funds to support NVCC students as reading tutors at local elementary schools, thereby providing an opportunity for the student population to be involved in helping young children learn to read and/or improve their reading skills.

Award Amounts for Federal Work Study

Each student is limited in the amount of wages they may earn (the award amount). The Office of Student Financial Aid and Support Services in accordance with Federal regulations determine this award by taking into consideration the following:

- Student’s financial need
- Number of hours per week the student can work
- Period of employment
- Anticipated wage rate
- Amount of other assistance available to the student
- Enrollment level each semester

The student is limited in total earning to this specific figure (the award amount). Once the award amount is reached, FWS can no longer pay its share of the student’s wages. Employers will be responsible for 100% of all wages that are the result of work exceeding the award amount. Northern Virginia Community College has established the following maximum award limits:

Off-Campus/Community Service	\$3000 per student/per academic year
America Reads	\$3000 per student/per academic year

Assigning Jobs

Northern Virginia Community College's Office of Student Financial Aid and Support Services and campus work-study placement offices will make FWS jobs reasonably available to all eligible students at the school either through our scheduled workshops, the World Wide Web or by appointment. To the maximum extent practicable, Northern Virginia Community College must provide FWS jobs that will complement and reinforce each recipient's educational program or career goals.

Student Responsibilities (Off-Campus Community Service FWS Programs)

The following procedures highlight a student's responsibilities under the FWS Program:

- Students are responsible for making the initial contact and setting up an interview with the College work-study placement coordinator or off-campus employer. The student may interview with as many employers as desired until employment is obtained.
- Students will not be allowed to begin work until a signed Student Employment Verification Form is on file in the College Financial Aid Federal Work-Study Office.
- While holding a FWS position, students will be allowed to work up to 20 hours per week while classes are in session; and up to 40 hours per week during periods of non-enrollment (winter break, spring break or during summer sessions). If a student has other campus employment in addition to FWS, the total number of hours for both positions cannot exceed 20 hours while classes are in session or 40 hours during non-enrollment.
- The student will be responsible for tracking the amount of FWS income earned. A budget work sheet will be provided for this purpose. Remember that students may not earn more than their total FWS award amount.
- The employer may be asked to evaluate the student's work performance according to the following criteria: productivity, dependability, attitude, initiative, attendance and relationship with co-workers. If the student's performance is unsatisfactory, the employer may dismiss the student for just cause.
- The student and his/her supervisor will establish and maintain a regular work schedule based upon the student's class schedule and the needs of the office. Employers should expect their hired FWS student to be as punctual and responsible as any full-time employee.
- FWS positions are frequently professional positions; therefore, the employer will expect a minimum commitment from the student of one semester. As is customary, sufficient notice (2 weeks) should be provided if the student plans to leave the position before the scheduled termination date.

Employer Responsibilities

1. The employer or designated supervisor should establish and maintain a regular work-schedule based upon the needs of the office and the student's class schedule.
2. The employer or supervisor should provide the student with a detailed job description and sufficient training to function effectively on the job.
3. The employer should make every effort to give the student sufficient work/hours so the FWS award may be earned.
4. The employer must notify the College Financial Aid Federal Work-Study Office, in writing, whenever a change is made: revision of job description, position termination, etc.
5. The employer will be asked to evaluate the student's work performance at the end of the award period. The evaluation criteria will be productivity, dependability, attitude, initiative, attendance, and relationships with co-workers.

Employer Rights

1. The employer has the right to expect satisfactory job performance from the FWS student.
2. The employer has the right to expect the FWS student to make a minimum commitment of one semester.
3. The employer has the right to expect that the student will be reliable and dependable in regards to arrival and departure times.
4. The employer has the right to expect two weeks notification when the student will be out for prolonged period of time.
5. The employer has the right to expect two weeks notice if the student leaves a position before the scheduled time.
6. The employer has a right to expect the student will maintain office confidentiality.

Steps for Participating in the FWS Program

1. College regulations require that off-campus employers have a signed **Employer Agreement** (Appendix A) on file with the College Financial Aid Federal Work-Study office before a position request can be advertised.
2. Employers submit a **Position Request Form** (Form 125-237) to the FWS office for each position they have available. The form requests a description of the position, specific skills, pay rate, and the hours/days the position is available. Copies of the requests are made available to the students during placement interviews with the FWS staff. The majority of students seek College FWS positions shortly before or after the start of a new semester, e.g. August, January, May.
3. The NVCC College Financial Aid Office will respond to potential employers telling them whether their employment opportunity appears to meet the requirements of the Federal Work-Study Program and if it does, notifying them that the position will be added to the list of opportunities students may pursue.
4. Students will call the contact person listed for each position and arrange for an interview. Each student will bring a signed **Student Employment Verification Form – Off-Campus Federal Work-Study** (Form 125-239) to the interview. The form identifies the student as a FWS participant; informs employers of the maximum award amount to be earned; and indicates the time frame covered by the FWS award. Only students with this identifying form are eligible to be hired under the Federal Work-Study Program.
5. Employers may interview as many students as desired. Once a decision has been made, the employer will complete the **Student Employment Verification Form – Off-Campus Federal Work-Study**. The student will sign the **Student Responsibility Form (reverse side of the Student Employment Verification Form)** and return it to the FWS office prior to starting work. Each student will receive Budget Worksheet to track hours worked and pay received.
6. Position Request Forms will be removed from job availability listings and from the Web Page once the Student Employment Verification Form – Off-Campus Federal Work-Study is received. A new Position Request Form will be required if an additional or a new job needs to be advertised.
7. The employer may dismiss a student before the scheduled termination date. However, every effort should be made to discuss job-related difficulties with the student. If serious differences cannot be resolved, the employer should notify the College Financial Aid FWS coordinator in writing of the student's dismissal.

Reimbursement Process for Off-Campus Employers/America Reads Challenge

1. The student will be placed on the employer's payroll. All federal and state tax forms will be completed with the employer. The student is responsible for any additional forms that might be required by the employer.
2. Each pay cycle, the employer will pay the student in full (100%) based on the time sheets maintained by the employer.
3. Each month the employer will bill NVCC's Office of Student Financial Aid and Support Services for 70% of the wages paid to the FWS student. The employer must forward the following to the Office of Student Financial Aid and Support Services:
 - a) **NOVA/FWS Statement of Billing** (Form 125-241)-signed by authorized representative.
 - b) A copy of the student's Time Sheet-signed by the supervisor and student.
4. The Invoice and Time Sheet must be verified and approved by the College Financial Aid FWS coordinator before payment can be authorized and a reimbursement check sent to the employer.
5. Billing questions should be directed to the College Financial Aid FWS office at 703-323-2195.

Financial Aid Contacts

Mailing Address

Northern Virginia Community College
CFAO Office Center
Annandale, Virginia 22003-3796

Telephone Numbers/Web Page

703-323-3199 Main Telephone Number
703-323-2115 Job Coordinator's Number
703-323-2189 Fax
<http://www.nvcc.edu/finance> World Wide Web

Contacts

FWS Coordinator
CFAO Office Center
Direct Line: 703-323-2115
E-mail ebridges@nvcc.edu

(APPENDIX A)

**NORTHERN VIRGINIA COMMUNITY COLLEGE
FEDERAL WORK STUDY PROGRAM
EMPLOYER AGREEMENT**

This agreement, entered into _____, 20____, between Northern Virginia Community College, hereinafter called the "Institution", and, _____, an eligible employer, hereinafter referred to the "Employer".

Witnesseth:

WHEREAS, the Institution is awarded funds from the United States Department of Education to stimulate and promote part-time educationally-related employment of students who are in need of the income from such employment to pursue courses at eligible institutions of postsecondary: and,

WHEREAS, the Employer represents that it is a public or private nonprofit organization or private for-profit public interest organization authorized to transact business, except that it is not a political or religious organization; and,

WHEREAS, the institution and the Employer desire that certain of the Institution's students engage in work under rules and regulations promulgated by the United States Department of Education: and,

WHEREAS, the Employer is in a position to utilize the services of such students,

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree for themselves as follows:

A. The Employer

1. agrees that it does not and will not discriminate in its programs or services on the basis of race, color, national origin, gender, religion, age or disability; and,
2. agrees to comply with all applicable federal, state and local laws; and,
3. agrees to utilize the services of students referred to it by the Institution who are eligible to participate in the Federal Work-Study Program and who are qualified and acceptable to the Employer. A detailed job description and the rate of pay for each position must be set forth on a "Position Request" form or its equivalent. Any subsequent changes in the job description or student's rate of pay must be reported to an agreed upon by the Institution before changes become effective; and,
4. agrees to not allow students to begin working on the Federal Work Study Program until written authorization (Student Employment Verification) has been signed and returned to the Institution; and further acknowledges that the Institution will not subsidize the Employer for any earnings paid to students which may have accrued prior to such written confirmation of students' eligibility for Federal Work Study; and,
5. understands and agrees that the Institution assumes no responsibility for the acts or omissions of the student (s) that the Employer may choose to employ; and,
6. understands and agrees that the Institution is not an agent for the United States Department of Education and that the Institution has no authority to make any representation for the United States Department of Education; and,
7. agrees to employ students to perform only such work which will neither displace non-student (permanent) workers, impair existing contracts for service, nor fill positions which are vacant because regular employees are involved in a labor dispute; moreover, no student shall be placed in a position which has been occupied by a permanent employee during the current or preceding fiscal

year. The employer will not involve the student in religious or theological activities; nor involve the student in any activities which support the election of any candidate to public office; and,

8. agrees to ensure that the work performed by the Federal Work Study student, in every instance possible, will be related to public service and to the student's educational or career interest; and,
9. agrees to compensate each student at an hourly rate which is at least equal to the minimum wage and to the rate paid to permanent employees of comparable experience in comparable positions within the employing organization; and,
10. agrees to supervise the work performed by the student (s); and,
11. agrees to maintain a daily record of the hours worked by each student on the form used by the Employer; and, to submit a signed copy of that form with each invoice; and,
12. agrees to regulate the number of hours worked to ensure that no student works more than an average of twenty (20) hours per week over the period of enrollment for which the student has received a Federal Work Study award; or, a maximum of forty (40) hours when classes are not in session, unless the Institution has specified that the student work fewer hours per week, in which case the Employer will regulate the hours accordingly; and,
13. agrees to notify the Institution immediately of the termination of a student's employment or any other change affecting the student's employment; and,
14. agrees to provide to the Institution, upon request, information substantiating eligibility as an Employer, information on its employee classification/compensation plan, a current financial statement confirming its fiscal solvency, and information concerning any student employed hereunder.

B. The Employer further agrees:

1. to bear the full costs of required employee benefits, including all payments due as an employer's contribution for workmen's compensation; federal Social Security laws, and other applicable laws; and,
2. to bear the administrative cost, if any, which may be assessed for payroll services if payroll responsibilities are assumed by the Institution or a third party Payroll Agent; and,
3. to bear the full cost of any commission, bonus, or other special compensation paid the student in addition to the agreed-upon hourly rate of pay; and,
4. to submit to an official designated by the Institution, once per month by the fifth working day of the following month, a completed Invoice with supporting time sheet (s) for student (s) it employs under the Federal Work Study Program; and,
5. to submit to an official designated by the Institution, on or by _____, 20____ a final Invoice with supporting time sheet (s) for any student (s) who earned compensation or was paid during the month of May regardless of the timing of the Employer's regular payroll periods; and,
6. to waive and forfeit all claims for reimbursement of compensation earned or paid to students but not reported or submitted to the Institution as required under the terms of this agreement; and,
7. to make available for audit, upon request by the Institution, the United States Department of Education personnel, or other Commonwealth of Virginia personnel, the employment records of any student employed under the Federal Work Study Program; and,
8. to pay one hundred percent (100%) of all wages in excess of the amount of total earned compensation authorized for the student by the Institution; and,

9. to adhere to all applicable labor laws and provide each student employee with appropriate rest and meal periods.

C. The Institution agrees:

1. to determine which students meet the eligibility requirements for employment under the Federal Work Study Program in accordance with regulations and procedures established by the Institution and the United States Department of Education; and,
2. to refer to the Employer only those students eligible for the Federal Work Study Program who are qualified for employment, after exercising the priorities in placing students in accordance with the regulations governing the administration of the Federal Work Study Program; and,
3. to notify the Employer immediately of any student who becomes ineligible for further compensation; and,
4. to review, upon request of the student (s), the terms of this contract agreement, including the Position Description form, as amended, if appropriate.
5. to reimburse the Employer for the federal share of wages paid under this Agreement in accordance with mutually agreed upon percentages. Reimbursement will be made one time per month, but only after receipt of the Employer's Invoice and copies of the student (s) signed timesheet. The Institution is not required to reimburse the Employer if such information is incomplete or delivered after agreed upon calendar deadlines.

D. All parties:

1. agrees that the Employer will assume payroll responsibility and will pay student employees, directly by check, their total earned compensation plus fringe benefits less appropriate deductions. Checks will be issued at least one time per month.
2. agrees that the total reimbursement payroll shall consist of the hourly rate of compensation paid a student multiplied by the number of reimbursable hours of work performed by a student. The maximum number of reimbursable hours of work may not average more than 20 hours per week over a period of enrollment for which the student has received a Federal Work Study award; or, exceed a maximum of 40 hours per week during periods of non-enrollment or periods when classes are not in session.
3. Understand and agree that this Agreement shall be subject to the availability of funds appropriated for this Program by the United States Department of Education; it shall also be subject to the provisions, regulations and legislation of the United States Department of Education: and,
4. agree that this Agreement shall expire on the ____ day of June in the year _____, or sooner,
5. if terminated in writing as provided hereafter. Either party hereto may terminate this agreement at any time for any reason by providing the other at least (15) days written notice. Notwithstanding the foregoing, the Institution may cancel this agreement at any time the Employer violates any provision hereof, or in the event the Institution determines that the Employer is ineligible to further participate in this program.
6. Understand and agree that the United States Department of Education is not a party to this Agreement.

IN WITNESS HEREOF, the parties hereto have executed this Agreement the day and year first above written.

Employer:

Name and Title of Official

Signature

Name of Employer/Organization

Billing Address

Phone Number

Dept. of Revenue Registration Number or Federal I.D. Number

Institution:

Office of Student Financial Aid and Support Services
Northern Virginia Community College

Signature

For Northern Virginia Community College
Forbes Office Center
Annandale, Virginia 22003-3796

Employer is:

- I. _____ Public School System
- II. _____ Non-Profit Public Service Agency
- III. _____ Governmental Agency
- IV. _____ Private For-Profit Organization

Federal Work-Study Employment Position Request – OFF-CAMPUS 2009-2010

Please send one form for **each** position requested. Each potential off-campus employer must complete this form. You may duplicate this form.

Date of request _____

Name of Organization/Employer _____

Address _____

Contact Person(s) _____ Phone # _____

Is the work site accessible by public transportation? _____

If yes, please specify _____

Student's Job Title _____

Job Description _____

Required Skills _____

TERMS OF EMPLOYMENT

Rate of Pay _____
(To be completed by NOVA)

Approximate Number of Hours per Week _____
(not to exceed 20 hours per week while classes are in session; 40 hours per week during school breaks)

Days/Times _____

Beginning Date _____ Ending Date _____

Return form to:

College Work-Study Coordinator
CFAO Office Center
Northern Virginia Community College
Annandale, VA 22003-3796

Federal Work-Study Student Employment Verification – OFF-CAMPUS 2009-2010

_____ has been hired by
Student Name College ID Number

_____ Name of Supervisor or Contact Person
Organization or Department

_____ Phone Number
Street Address City/State/Zip Code

_____ Start Date
Student Position Title Hourly Rate of Pay

OFF CAMPUS:

In hiring a NOVA Federal Work-Study student, I understand the following:

1. The student's total wage is limited to \$_____ and is limited to the time frame of _____.
2. I am responsible for the full hourly rate for hours worked which exceed this monetary limit or extend beyond the above dates.
3. I will pay the student the full hourly rate plus social security on the full hourly rate.
4. I will bill NVCC monthly for 70% of wages earned by the student.

_____ Date
Signature of Off- Campus Employer

_____ Date
Federal Work Study Authorization

***Each student will bring this form to the interview. If the student is hired for the position, this form must be completed by the off-campus employer and returned to the NOVA CFAO Work-Study Office *prior* to the student's employment start date.**

**NORTHERN VIRGINIA COMMUNITY COLLEGE
FEDERAL WORK-STUDY PROGRAM
STUDENT RESPONSIBILITIES AND PROCEDURES
2009-2010**

1. You will not be allowed to begin work until a signed Student Employment Verification Form – Off-Campus (reverse side) is on file in the College Financial Aid Federal Work-Study Office.
2. While holding a FWS position, you will be allowed to work up to 20 hours per week while classes are in session; and up to 40 hours per week during periods of non-enrollment (winter break, spring break). If you have other campus employment in addition to FWS, the total number of hours for both positions cannot exceed 20 hours while classes are in session or 40 hours during non-enrollment.
3. You will be responsible for tracking the amount of FWS income you earn. A budget work sheet will be provided for this purpose. **Remember** you **may not** earn more than your total FWS award amount. It is primarily your responsibility to notify your employer and the College Financial Aid FWS office when you are close to the limit of your award.
4. Your employer may be asked to evaluate your work performance according to the following criteria: productivity, dependability, attitude, initiative, attendance and relationship with co-workers. If your performance is unsatisfactory, your employer may dismiss you.
5. You and your supervisor will establish and maintain a **regular work schedule** based upon your class schedule and the needs of the office. Your employer will expect you to be as punctual and responsible as any full-time employee.
6. FWS positions are frequently professional positions; therefore, your employer will expect a **minimum commitment of one semester**. As is customary, sufficient notice (2 weeks) should be provided if you plan to leave your position before the scheduled termination date.
7. You will be placed on your employer's payroll and will receive time sheets and paychecks according to your employer's schedule. Your employer will submit signed copies of your time sheet to the FWS office each month.
8. You will be responsible for providing your own transportation to and from your work assignments. Transportation will not be provided by the institution or the organization.

I have read and understood the above Federal Work-Study responsibilities/procedures.

Student's Signature

College ID Number

Date

**NORTHERN VIRGINIA COMMUNITY COLLEGE
OFF-CAMPUS FEDERAL WORK-STUDY
2009-2010 STATEMENT OF BILLING**

TO: Federal Work-Study Program
CFAO Office Center
Northern Virginia Community College
Annandale, VA 22003-3796
703-323-3199

FROM: Employer Name _____
Address: _____

This statement is due at the above address no later than the fifth of the month unless an alternate submission schedule has been approved in advance. Reimbursement should occur within 30 days of the receipt of this bill.

This statement covers the period _____ to _____. The following student(s) worked under the Federal Work-Study Program agreement as reported below:

Student Name	College ID Number	Hours Worked	Hourly Rate	Total Paid To Student	Termination Date*
			\$	\$	

Attached are copies of time sheets to support the number of hours worked by the student(s) listed. Termination date (*) is noted for any student(s) ending employment during this period. The student(s) listed above performed the job(s) in a satisfactory manner, unless otherwise noted below.

Questions or Comments: _____

TOTAL WAGES \$ _____
70% OF TOTAL \$ _____

This invoice will not be paid without the following signatures:

Signature of Authorized Employer Official

Printed Name and Title

Signature of Authorized NVCC Representative

**FEDERAL WORK-STUDY PROGRAM
2009-2010
EARNINGS TRACKING RECORD**

Student Name: _____ College ID Number: _____ Telephone number: _____

Supervisor Name: _____ Telephone number: _____

Address of employer: _____
Street Address City State Zip Code

Federal Work-Study award amount: \$ _____ (See award letter) Hourly wage rate: _____

Increases/Decreases to award amount: \$ _____

Total amount that I may earn: \$ _____ ÷ _____ remaining weeks to work = _____ Avg hours that may be worked each week

A. Payroll Period	B. Time Sheet	C. Award Balance	D. Paycheck Verification
Payroll Period [begin and end dates]	Add total number of hours worked x hourly wage rate = amount earned	Award balance [subtract the total earned in column B from column C balance]	Paycheck verification [use this column to track amount/date of your paycheck]
Example: 9/1/09-9/15/09	Timesheet calculation Example: 15 hrs x \$10 per hour = \$150	award amount \$ _____ Award Amt - Earnings = New Balance [\$3000 - \$150 = \$2850]	Example: \$150 rec'd on 9/20/09