

FALL 2022 / SPRING 2023 / SUMMER 2023
FEDERAL WORK-STUDY AGREEMENT FOR COMMUNITY PARTNERS

This agreement between WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS on behalf of WEST VIRGINIA UNIVERSITY, hereinafter known as the "Institution," and _____, hereinafter known as the "Agency," (a public organization or a private nonprofit organization), which is qualified to participate in the Federal Work-Study program pursuant to 34 C.F.R. § 675, *et seq.* of the Code of Federal Regulations, is set forth for the purpose of providing work to students eligible to participate in the Federal Work-Study Program.

Section I: Student Work

Employment of students receiving Federal Work-Study funds must comport with federal regulations. As such, students must be properly supervised, the type of work must be appropriate and reasonable for the position for which the student was hired, the student's employment may not impair existing contracts, displace employees, fill jobs that are vacant because the Agency's regular employees are on strike, involve the construction, operation, or maintenance of any part of a facility used or to be used for religious worship or sectarian worship, or include employment for the U.S. Department of Education.

After a student is hired by the Agency, both the student and the Agency will receive an email detailing the position, supervisor, employee, rate of pay, Handshake job ID number and the maximum amount the student can earn. The Institution reserves the right to increase this amount based on available funding at the student's or Agency's request. The Institution also reserves the right to decrease or cancel the student's Federal Work-Study funding based on changes in the student's eligibility criteria. Should the amount change, the student and supervisor will be notified via email.

The student cannot begin working until confirmation has been received that the student has processed for payroll and received an official start date.

The Agency will be required to pay any earnings for the student should the student begin working prior to their official start date (for those specific days), work after the Agency has been notified the student is no longer eligible, or work over their allotted amount of Federal Work-Study funds.

A student working a consecutive four-hour period is entitled to a 15-minute break with pay. A student working a six to eight-hour period is entitled to two 15-minute breaks with pay and must clock out for no less than a 30-minute meal break (without pay). Paid breaks may not be taken at the beginning or end of the work period and are not cumulative. The breaks should be taken when they will not place an undue burden on the Agency.

Section I (a): Fall and Spring Semesters

Students hired during the fall are anticipated to work both the fall and spring semesters. During the fall and spring semesters, students may work up to 28 hours per week and up to 40 hours per

week during breaks identified by the Institution. The agency will receive notification of such breaks.

In addition to not beginning employment prior to processing for payroll, students also cannot begin working until the first day of the fall semester for fall/spring. The last day a student can work for the semester is the last day of semester finals. The exception to this is if the student and Agency choose for the student to work during winter recess if the student is continuing on to the spring semester.

The last day a graduating student can work is the last day of finals for their last semester. Student employees cannot continue through winter recess if graduating in December or summer if graduating in May.

During the fall and spring semesters, the Agency is responsible for ensuring that the student:

- 1) Does not start working until the Agency has received an official start date for employment or prior to the first day of the fall semester (whichever comes last);
- 2) Does not go over the maximum amount they can earn through Federal Work-Study;
- 3) Does not work more than 28 hours per week unless during an approved break identified by the Institution in which they can work up to 40 hours per week;
- 4) Clocks out for at least a half-hour meal break if working 6 hours or more for the day;
- 5) For the fall semester does not work beyond the last day of fall finals (unless they are a student continuing to spring who will be working the winter recess);
- 6) For the spring semester does not work beyond the last day of spring finals.

Section I (b): Summer Semesters

In order to work during summer, students must apply for summer Federal Work-Study and meet the criteria for summer eligibility (which may vary from year to year).

If eligible for summer Federal Work-Study and hired, the amount they can earn provided in the email is the maximum amount for summer.

During summer semesters, students may work up to 40 hours per week if awarded full-time Federal Work-Study and up to 28 hours per week if awarded part-time Federal Work-Study.

Students cannot begin working for summer until the Agency has received an official start date for employment or prior to the first day of the summer semester (whichever comes last). The last day a student can work for summer is the last day of summer finals.

During summer semesters, the Agency is responsible for ensuring that the student:

- 1) Does not start working until the Agency has received an official start date for employment or prior to the first day of the fall semester (whichever comes last);
- 2) Does not go over the maximum amount they can earn through Federal Work-Study;
- 3) Does not work more than 40 hours per week if a full-time Federal Work-Study employee or more than 28 hours per week if part-time;
- 4) Clocks out for at least a half hour meal break if working 6 hours or more for the day;
- 5) Does not work beyond the last day of summer finals.

Section II: Training and Resources

Federal Work-Study supervisors from the Agency must complete supervisor training before supervisors will be able to hire Federal Work-Study students. Training will be provided by the Institution. Information and resources for supervisors is available for the Agency online through the FWS Supervisor Resources page at <https://financialaid.wvu.edu/fws/supervisor>.

Section III: Employer/Employee Relationship; Compensation Responsibilities

The Institution shall be deemed the employer for purposes of this agreement and shall determine student eligibility for employment under the Federal Work-Study Program in accordance with federal regulations. Compensation of students for work performed on a project under this agreement will be disbursed by WVU. Payments due as an employer's contribution under state or local workman's compensation laws under federal or state social security laws, or under other applicable laws will be made by the Institution. The Agency will pay to the Institution an amount calculated to cover the Agency's share of the compensation of students employed under this agreement. It is understood by the parties hereto that the Institution is dependent upon grants from the Federal Government pursuant to the Higher Education Act of 1965 for the payment of its share of the costs of this program and cannot make such payments unless it receives such Federal Grants.

During the summer session only, the amount of the Agency's share will be 10% of the compensation paid to students.

The Agency is responsible for requesting students by submitting the Federal Work-Study Request Form, hiring students by submitting the FWS Requisition Form, approving time and determining that students do perform the work. The Agency agrees to submit an electronic timesheet on a weekly basis (preferably every Friday) to work-study@mail.wvu.edu.

Students working with approved Community Partners are paid at least \$11.00 per/ hour. Students may be considered for a merit salary increase at the request of the Agency. The Agency must complete a Pay Rate Increase Form and submit to the Institution for review. Merit increases are considered if the student is completing more complex tasks, exceeding performance requirements, or due to length of service. If approved, the Institution will notify the Agency, and the Agency will notify the student. Students receiving pay increases utilize more of their allotted maximum Federal Work-Study amount at an increased rate.

Section IV: Termination of Agreement

Either party may end this agreement for convenience upon thirty (30) days written notice to the other party. However, unless circumstances arise that make the student's continued employment impossible, inappropriate, unsafe, or otherwise undesirable, the parties will work cooperatively to ensure that student(s) will be able to finish the current term as a Federal Work-Study worker with the Agency.

Section V: Removal of Student Workers

Students may be removed from work on a particular assignment or from the Agency by the Institution, either on its own initiative or at the request of the Agency.

Section VI: Compliance with Applicable Law

The Agency agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, national origin, age, disability, gender, gender identity, religion, political

affiliation, marital or familial status, or sexual orientation, and that it will comply with the provisions of the Civil Rights Act of 1964, the Americans with Disabilities Act, Title IX of the Education Amendments, the Family Educational Rights and Privacy Act, their implementing regulations, and any and all other applicable local, state, and federal law.

AGENCY _____
Name _____
Title _____
Signature _____
Date _____

WEST VIRGINIA UNIVERSITY BOARD OF
GOVERNORS on behalf of WEST VIRGINIA
UNIVERSITY
Name _____
Title _____
Signature _____
Date _____