

## **Federal Work Study (FWS)/ Community Service (CS) Program**

# **AGENCY POLICIES AND PROCEDURES**

### **What is the Community Service Program?**

The Community Service Program is a federally-funded program through which college students perform community service with a non-profit agency. County College of Morris reimburses a participating community service agency for 75% of the student's gross wages. The community service agency pays all required payroll contributions.

### **What are the criteria for employer participation in the FWS/CS Program?**

Community service agencies must comply with the federal regulations to the Department of Education and with college policies. Non-profit employers give students experience working in agencies which assist community members through, for example:

child care	health care	public safety	transportation
crime prevention & control	literacy training	recreation	welfare
education	mentoring	social services	youth corps

### **How are community service agencies identified?**

Community service agencies submit job descriptions and requests for students to the Office of Career Services and Cooperative Education at County College of Morris. Each agency's request is reviewed and, if the agency meets Program eligibility criteria, a Federal Work Study/Community Service Program Agreement is forwarded for signature. The agency will be asked to guarantee a minimum of ten (10) hours per week with a maximum of nineteen and one-half (19.5) hours per week, while class is in session, for each job/position.

### **Where are jobs listed?**

All job descriptions will be kept in the Office of Career Services and Cooperative Education, room B236. Qualified Federal Work Study applicants will be referred to community service agencies for interviews. CCM cannot guarantee applicants for all posted vacancies.

### **What are the criteria for student participation in the Community Service Program?**

To be eligible for the Federal Work Study/Community Service Program, a student must:

- be a citizen or permanent resident of the United States
- be enrolled in an undergraduate degree program at County College of Morris and regularly attend classes
- be in good academic standing as defined by the Financial Aid Office
- meet financial aid eligibility criteria for a Federal Work Study Award\*

\*The amount of federal work study funds awarded to the student depends on how much money the student needs to support his/her education. Student need is determined by the County College of Morris Financial Aid Office.

### **How are students recruited and hired?**

Interested federal work study students are referred to eligible community service agencies for interviews. Students must meet the employer's requirements and qualifications for the job. Once a candidate is selected, the agency notifies the Office of Career Services and Cooperative Education and the student then works with the Office of Career Services and Cooperative Education to complete all required paperwork.

# Federal Work Study (FWS)/ Community Service (CS) Program

This agreement is entered into between County College of Morris, as represented by the Office of Career Services and Cooperative Education, hereafter known as the “Institution” and the community based organization or public agency, hereinafter known as the “Agency,” whose name appears on the last page of this agreement, for the purpose of providing work to students eligible to participate in the Federal Work Study / Community Service Program.

I. Forms attached to this agreement bear the signature of an authorized official of the Institution and of the Agency. At least one form (Job Description/Posting) sets forth a brief description of the work to be performed by students under this agreement, the total number of students to be employed, the hourly rates of pay, and the average number of hours per week each student will be utilized. The form also states the total length of time the project is expected to run, (start-end) the total percent of student gross wages for which the Institute will reimburse the Agency and the total percent of the employee’s payroll contribution to be borne by the Agency. The following four (4) forms are hereby integrated into and become a part of the Agreement.

- Job Description/Posting Form
- Agency Information Form
- Reimbursement Form
- Signature Authorization Form

Students will be made available to the Agency by the Institution for the performance of specific work assignments. Students may be removed from work on a particular assignment or from the Agency by the Institution, either on their own initiative or at the request of the Agency. The Agency agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, religion, color, national origin, ancestry, age, sex, sexual orientation, disability, marital status or veteran status, and that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts.

- A. In accordance with Federal Work Study Program regulations, the Agency’s posting as described in the Job Description/Posting Form should meet the following requirements:
    - 1. Work to be performed by students under this agreement is work in the public interest.
    - 2. Work to be performed by students under this agreement will not result in the displacement of employed workers, impair existing contracts for services, or will not fill positions that are vacant because the employer’s regular employees are on strike.
    - 3. Work to be performed by students under this agreement will be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as type of work performed, geographical region, and proficiency of the employee, and any applicable Federal, State or local legislation.
    - 4. Work to be performed under this agreement will not involve political activity associated with a candidate or with a contending faction or group in an election for public party office, and will not involve lobbying on the Federal level.
    - 5. Work to be performed under this agreement will not involve construction, operation or maintenance of so much of any facility, used, or to be used, for sectarian instruction or as a place for religious worship.
  - B. In accordance with the regulations governing the Federal Work Study Program, no student employed under this agreement will work more than nineteen and one-half (19.5) hours per week while classes or exams are scheduled or more than thirty-five (35) hours per week when classes are not scheduled.
- II. The Agency shall be deemed the employer for purposes of this agreement. It has the right to control and direct the services of the student, no only as to the result to be accomplished, but also as to the means by which the result is accomplished. The Institution shall determine that the students meet the eligibility requirements for employment under the Federal Work Study Program, refer students to Agency positions, verify that the students perform their work and reimburse the Agency for the Federal share of the gross wages of students employed under this Agreement and paid by the Agency.

- III. Transportation for students to and from their work assignments will not be provided by either the Institution or the Agency.
- IV. Compensation of students for work performed on a project under this Agreement shall be paid directly to the student by the Agency as part of its regular payroll on a biweekly basis.
- A. In addition to the student's compensation, the Agency shall be responsible for all payroll contributions required to be made under Federal or State Social Security laws, or under any other applicable laws, on account of students participating in projects under this Agreement.
  - B. The student's gross wages are limited to the FWS award amount specified on the Student Agreement.
  - C. The Institution shall reimburse the Agency for seventy-five (75) percent of the gross wages paid to the student for work performed on a project under this Agreement. The institution shall provide such reimbursement on the terms set forth on the Reimbursement Form. The Institution will not reimburse the Agency for payroll contributions required to be made under Federal or State Social Security laws, or under any other applicable laws, on account of students participating in projects under this Agreement.
- V. The Agency shall be responsible for insuring that the student has workers' compensation coverage while performing his or her work assignments.
- VI. The Agency will be responsible for the direct supervision of work performed and will maintain and make available to the Institution the names and qualifications of Agency supervisors. The Agency will also furnish an invoice to the Institution for each payroll period along with the following records for review and retention:
- A. Time reports indicating the total hours worked each week in clock time sequence and containing the supervisor's certification as to the accuracy of the hours reported;
  - B. A payroll form identifying the period of work, the number of hours each student worked, each student's gross wages, all deductions and net earnings;
  - C. Upon request, documentary evidence that students received payment for their work.
- VII. The Agency agrees to fully protect and save harmless the Institution and its successors and assigns of and from any and all manner of liability, suits, actions, claims, demands, damages or expenses arising from or growing out of the employment of students under this agreement, including without limiting the generality of the foregoing, losses for damages to property or injury to persons.
- VIII. The terms of this Agreement are subject to change in accordance with any changes in applicable Federal Work Study regulations.

**IN WITNESS WHEREOF, the parties have set their hands by their officers duly authorized by date and year.**

AGENCY

INSTITUTION

**County College of Morris**

By: \_\_\_\_\_  
*print or type*

By: \_\_\_\_\_  
*print or type*

Title: \_\_\_\_\_  
*print or type*

Title: \_\_\_\_\_  
*print or type*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*signature*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement #: \_\_\_\_\_