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STUDENT EMPLOYEE MANUAL



STUDENT GUIDE 2023-2024

TABLE OF CONTENTS

| | |
|---|----|
| General Information..... | 2 |
| Eligibility | 3 |
| Employee Regulations | 4 |
| Salary Information | 5 |
| Tax Information | 6 |
| Sick Leave..... | 6 |
| Summer and Holiday Work Study..... | 6 |
| Timesheets | 6 |
| Timesheet Falsification..... | 7 |
| Electronic Timesheets..... | 7 |
| Breaks | 7 |
| Fall Timesheet Due Dates..... | 8 |
| Spring Timesheet Due Dates | 8 |
| Rights and Responsibilities of Students | 9 |
| Performance..... | 9 |
| Student Employee Expectations | 9 |
| Responsibilities of Student | 10 |
| Supervisors Responsibilities | 11 |
| Accident Reporting..... | 14 |
| Discipline and Termination | 14 |
| Termination Procedure | 15 |
| Final Pay | 16 |
| Student Grievance..... | 16 |
| Grievance Procedures | 16 |
| Withdrawal from Program..... | 17 |
| Sexual Harassment..... | 17 |
| Merced College Contacts..... | 20 |

GENERAL INFORMATION:

The objective of College Student Employment is to provide an environment where students can gain experience in a job or work area while being paid for the experience.

The student employment program at Merced College is designed to provide work experience in a vocational or academic field, as closely related to the student's major as possible. The Federal Work Study Program (FWS) provides employment opportunities for students who submitted a financial aid application with the Financial Aid Office and have demonstrated financial need. The purpose of this federally funded program is to enable students to earn a portion of their educational expenses.

- * Students will be paid only for time worked regardless of award allocation. They cannot work past their allotted hours and/or awarded amount.**
- * A student cannot hold more than one Federal Work Study job at a time. Also, a student cannot hold a Federal Work Study job and a Non-Federal Work Study (General Fund) job within the College at the same time. These guidelines may not be changed unless at the discretion of the Financial Aid Director.**
- * Students must be enrolled as a full-time student and working toward completion of a program of study at Merced College.**

ELIGIBILITY:

In order to be determined eligible for a **Federal Work Study** position, a student must meet the following requirements:

1. Demonstrate financial need based on family financial information submitted on the Free Application for Federal Student Aid (FAFSA) for the current year, and all other forms required by the Merced College Financial Aid Office. All required forms and documents must be submitted on time; deadlines are established by the Merced College Financial Aid Office. Late submission may delay the student's hire date.
2. Be continuously enrolled as a full-time student (12 Title IV units or at least 6 units with a Disabled Student Services exception). If the student drops below 6 units their position will be terminated. Only those students who are enrolled are eligible to participate in the Federal Work Study program during the fall/spring term.
3. Meet Merced College's financial aid satisfactory academic progress standards. Any student who goes on financial aid disqualification will be disqualified from Federal Work Study employment.
4. Be a citizen, immigrant, refugee, or a permanent resident alien of the United States.
5. Have a valid driver's license or California ID.

In order to be determined eligible for **General Fund** position, a student must meet the following requirements:

1. Be continuously enrolled as a full-time student (12 units) during a regular semester (Fall/Spring) and at least one academic course (minimum 3 units) during a summer semester. If the student drops below the required unit level their position will be terminated. Only those students who are enrolled are eligible to participate in a General Fund position.
2. Be a citizen, immigrant, refugee, permanent resident alien or have a Social Security Card and authorization to work in the United States.
3. Have a valid driver's license or California ID.

EMPLOYEE REGULATIONS:

1. Federal Work Study is a part-time employment program with students working a maximum of 15 hours per week. General Fund students can work a maximum of 20 hours per week.
2. Payment through Federal Work Study is made strictly by the hour. Students who are absent due to illness, holidays, or other reasons, are NOT paid or given credit for the time missed. Students are NOT paid for time taken for meals.
3. The supervisor and the student should monitor the student's gross earnings to ensure that the dollars actually earned do not exceed the authorized award amount, which are on the Hire Form. If this occurs, the department or organization hiring the student is responsible for the amount that exceeds

the award. Premature termination of a Federal Work Study student will be necessitate for those who earn their allowed maximum prior to the end of the term. For example, a student who has a \$5,000 award may earn up to \$5,000 gross earnings

Merced College reserves the right to reduce or cancel an award in cases where there is conflicting or missing information. In addition, if the student is awarded financial aid which in total exceeds his/her federally determined eligibility; a Federal Work Study award can be reduced or cancelled. In this case, the Financial Aid Office will notify the supervisor.

SALARY INFORMATION:

Work-Study students are paid minimum wage. The hourly wage for students at Merced College is the minimum wage authorized by the Federal Government or the State of California, whichever is higher. If the minimum wage rate is raised it may affect the student's eligibility for the Federal Work Study Program. The Supervisor and student affected will be notified if changes due to salary increases affect their eligibility.

Maximum Hours:

During the academic year, a Federal Work Study student may work no more than a maximum of 15 hours per week and a General Fund student may work no more than 20 hours per week. Students are not paid for lunch hours, holidays, or time off.

Loss of Earnings:

A student who leaves a job should not expect to have his/her earnings replaced by any other type of financial aid.

Jury Duty:

Student employees do not receive regular compensation or benefits from Merced College while performing jury service. In addition, Merced College does not provide reimbursement to student employees for hours missed while performing jury duty.

Tax Information:

All student employment is considered taxable income. Each student is required to complete a W-4/State Form. The student may claim “Exempt” status if he/she meets the requirements.

Sick Leave:

For every 30 hours worked you will earn 1 hour of sick leave. You must work 90 days before you are eligible to use any sick leave. You can view your sick leave balance in Web Advisor. The balance is update each month after your pay date and is reflected in hours. In Web Advisor you will see SLSU which is sick leave for student workers.

SUMMER AND HOLIDAY WORK STUDY:

- Currently there is no Federal Work Study available for the summer term.
- There is no Work Study available during any holidays or breaks when school is not in session, including spring break.

TIMESHEETS:

Students must submit their webtime entry on the 19th or the last working day before the 19th of each month. Those meeting this deadline will be paid as scheduled. It is the student’s responsibility to ensure that their times are submitted on the webtime entry on the 19th or a timesheet would need to be submitted after the deadline.

Students may be paid from Federal Work Study funds for no more than 15 hours per week during the pay period. Students may be paid from General funds for no more than their contracted hours with the maximum being 20 hours per week. There may be additional restrictions on the number of hours per week each individual student is allowed to work. Please refer to the hire form.

Timesheet Falsification:

Timesheet Falsification is a crime! Any student who falsifies his or her hours worked will be referred to the appropriate campus authority for investigation and possible criminal prosecution. Students who have been proven to have engaged in such conduct may expect serious consequences, including **termination** from the Federal Work Study Program.

Electronic Timesheets:

Timesheets are electronic. Students and supervisors can access timesheets and timesheet history by logging on to the MC Portal on the main Merced College webpage www.mccd.edu. An instructional power point is available; please contact the Federal Work Study Coordinator to obtain a copy. The paper timesheet will only be used if a correction is required.

All time that is approved through the supervisor to be made up, should be made up within the same week the time is missed.

***Late submission of a timesheet will result in payment on the next scheduled pay date.**

Breaks:

Lunch break for each student employee working six or more consecutive hours per day is required without pay. One paid

15-minute rest period for each student employee for each four hour consecutive period worked at a time approved by the supervisor but not during the first or last hour of the work day is required. Students should not work more than eight hours per day.

Fall timesheet due dates:

| <u>Hours Worked</u> | <u>Time Record Deadline</u> | <u>Payday</u> |
|---|-----------------------------|--------------------|
| August 14, 2023 through August 19, 2023 | August 19, 2023 | September 08, 2023 |
| August 20, 2023 through September 19, 2023 | September 19, 2023 | October 10, 2023 |
| September 20, 2023 through Oct. 19, 2023 | October 19, 2023 | November 09, 2023 |
| October 20, 2023 through November 19, 2023 | November 19, 2023 | December 08, 2023 |
| November 20, 2023 through December 19, 2023 | December 19, 2023 | January 10, 2023 |

Spring timesheet due dates:

| <u>Hours Worked</u> | <u>Time Record Deadline</u> | <u>Payday</u> |
|--|-----------------------------|-------------------|
| January 16, 2024 through January 19, 2023 | January 19, 2024 | February 09, 2024 |
| January 20, 2024 through February 19, 2024 | February 19, 2024 | March 08, 2024 |
| February 20, 2024 through March 19, 2024 | March 19, 2024 | April 10, 2024 |

| | | |
|---------------------------------------|----------------|---------------|
| March 20, 2024 through April 19, 2024 | April 19, 2024 | May 10, 2024 |
| April 20, 2024 through May 19, 2024 | May 19, 2024 | June 10, 2024 |
| May 20, 2023 through May 22, 2023 | May 22, 2023 | July 10, 2023 |

* Paychecks are distributed on the above dates in the Payroll Office. Direct deposit is available through the Payroll Office.

RIGHTS AND RESPONSIBILITIES OF STUDENTS:

Performance:

Students are responsible to their supervisors for punctual, regular, and efficient performance of job duties. Supervisors must be notified in advance of any absence. Students are required to sign a confidentiality agreement. The confidentiality agreement outlines the absence policy. This policy is a guide for each office and may not be inclusive of all requirements.

Student Employee Expectations:

Student employees are expected to do their best to be a good employee. This means coming to work on time, working the scheduled hours, notifying the supervisor if unable to work, and completing, in a satisfactory manner, the tasks assigned by the supervisor. To receive Federal Work Study funds; the student must work and report hours each pay period, as directed by the supervisor.

Federal Work Study is a great place to learn professionalism. The student employees are expected to act in a businesslike and appropriate manner on the job. This includes giving notice to the supervisor, if the student decides to resign after hired.

Responsibilities of Student:

1. Work under safe conditions.
2. Maintain the proper dress code established by the supervisor.
3. Report to work promptly, at the hours agreed to, by student and supervisor.
4. Record time on sign in sheet, if required by your Supervisor.
5. Complete and submit an electronic timesheet through the MC Portal.
6. Work only the authorized maximum hours per week.
7. Perform work duties as assigned by the current job description.
8. Keep supervisor informed of changes in class schedules or outside responsibilities.
9. Provide proper notification to supervisor of termination or transfer from work area.
10. Enroll in 12 units (Title IV eligible) by the end of the second week of the semester.
11. Maintain full-time enrollment throughout the semester.

12. Maintain a professional atmosphere by using appropriate language and wearing appropriate attire.
13. Avoid office and cell phone use during work hours.
14. Adhere to the district's appropriate computer use policy. Board Policy 3720.
15. Schedule appointments around your work schedule.

SUPERVISOR'S RESPONSIBILITIES:

1. Submit a job description to the Work Study Coordinator, far enough in advance of the actual job opening date.
2. Ensure that students are properly hired before allowing them to start work, please make sure student has attended orientation before their start date.
3. Explain the assignment to the student to avoid any misunderstandings of employer/supervisor expectations.
4. Ensure that the student has work to do upon reporting to the job site.
5. Provide students with workplace rules and conditions.
6. Make certain that a student has easy access to the place of employment and is not alone in the building or place of employment.

7. Provide training, counseling, and supervision for the student. If a student is not performing up to the standard expected, the supervisor should make an effort to offer guidance that will lead to performance that is more effective.
8. Report difficulties with student employees such as poor performance, habitual tardiness, unexplained absences, etc. to the Federal Work Study Coordinator.
9. Federal and General Work Study students are considered at-will employees. This means that the District can terminate student workers at any time with or without cause or reason, just as student workers may choose to resign at any time.
10. Provide guidance to the student concerning appropriate attire for the job and provide protective covering for the student's clothes if they could be damaged in the performance of the job tasks.
11. Monitor the maximum hours worked by each student during a prescribed pay period and to submit a properly webtime entry no later than the first working day after the end of each pay period.
12. Notify the student when the total Federal Work Study entitlement has been earned, in order to prevent the student from working past that point. If the employer allows the student to work past his/her entitlement, the employer is responsible to pay the student 100 percent of the amount earned beyond the entitlement from other sources.

13. Adhere to the pay schedule. Pay periods will usually begin on the 20th of one month and end on the 19th of the following month.
14. Inform of rehires every academic year.
15. Federal and General Work Study students can be terminated without cause, if it is deemed by the supervisor, that the student cannot perform assigned duties or tasks.
16. Provide a safe working area.
17. Provide meaningful employment by ensuring that students perform duties as described in the current job description.
18. Ensure that student hours are reported correctly on the proper timesheet.
19. Submit electronic time when students are not available. Time can be entered by the supervisor through the MC Portal.
20. Ensure that students do not work in excess of authorized hours. (15 hours per week or less, FWS). Students may not work during official District holidays or semester breaks.
21. Keep the Federal Work Study Coordinator aware of any changes within your area.

ACCIDENT REPORTING:

If a student has an accident while working a Federal Work Study job, please report it to the immediate supervisor who will follow the Company Nurse flow chart. If you have any questions, please contact Cathy Harris in the Human Resources Department. The supervisor should report the accident to the Federal Work Study Coordinator after the Company Nurse has been called.

DISCIPLINE AND TERMINATION:

Federal and General Work Study students are considered at-will employees. This means that the District can terminate student workers at any time with or without cause or reason, just as student workers may choose to resign at any time.

Federal and General Work Study students can be terminated without cause, if it is deemed by the supervisor, that the student cannot perform assigned duties or tasks.

The supervisor of Federal and General Work Study may terminate students for cause for any one of the following:

1. Unauthorized or excessive absence from work.
2. Conduct discrediting public employment.
3. Disorderly or Immoral Conduct.
4. Insubordination.

5. Negligent or willful damage to, or waste of, public property, supplies, or equipment.
6. Neglect of duty.

The supervisor of Federal Work Study students may terminate students without cause for any one of the following:

1. Conviction of any felony or act of moral turpitude.
2. Bringing intoxicants onto or consuming intoxicants on any school property, or reporting for work under the influence of intoxicants in any degree whatsoever.
3. Falsification of information or qualifications.
4. Breach of confidentiality agreement.

Any student who misuses college equipment or supplies, or commits any other serious infraction will be subject to disciplinary action by the appropriate campus authority. Students who have been proven to have engaged in such conduct may expect serious consequences, including termination from the Federal Work Study Program.

Termination Procedure:

The immediate supervisor shall consult with the student at least once prior to termination resulting from dishonesty, theft, assault, property abuse or other actions that may threaten the persons or properties on campus.

The Federal Work Study Coordinator is available to assist during this process.

Final Pay:

If you are terminated from your Work Study or Non-Work Study job your final payment will be made with the next scheduled pay period. Merced College is a municipal corporation, and municipal corporations are exempt from several Labor Code Provisions, including Labor Code section 201. Specifically, Labor Code section 220(b) states the following:

Sections 200 to 211, inclusive, and Sections 215 59 219, inclusive, do not apply to the payment of wages of Employee's directly employed by any county, incorporated city, or town or other municipal corporation. All other employments are subject to these provisions.

Accordingly, the College is within its legal rights to process final payment to you on the next pay period.

STUDENT GRIEVANCE:

Merced College supports the policy of guaranteeing every student the right to grieve or appeal any official action or incident, which, in the judgment of the affected student, is unfair, or precludes their full realization of equal educational opportunities.

In cases of action that involves financial aid students, an appeal can be initiated according to a specific appeal channel.

Grievance Procedures

1. Discuss with supervisor

2. Bring to student employment coordinator's attention
3. Make appointment with Director of Financial Aid

In cases where the student is not satisfied with the decision and/or action taken by the Director of Financial Aid, the student can exercise his/her right to appeal an action taken against the student by a college official by making an appointment with the Vice President of Student Personnel Services.

Withdrawal from program:

Any student, who intends to withdraw from the Federal Work Study Program, either temporarily or permanently, must inform both his/her supervisor and the Federal Work Study Coordinator. Before leaving the program, the student should give two weeks' notice to the employer.

SEXUAL HARASSMENT:

I. INTRODUCTION

Education Code 212.6(b) requires the adoption of a policy statement setting forth the District's commitment to provide an educational and work environment free from unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communications constituting sexual harassment.

II. PURPOSE

It is the intent of the Governing Board to deem as unacceptable any form of sexual harassment. Such conduct undermines the integrity of the classroom and/or the employment relationship or work/academic environment. Conduct constituting sexual harassment will not be tolerated in the District

It is understood that this Policy is not intended to infringe upon academic freedom except to the extent provided by law.

III. DESCRIPTION

The policy applies to all aspects of employment and the academic environment, including but not limited to classroom conditions, grades, academic standing, employment

opportunities, scholarships, recommendations, disciplinary actions, and participation in any community college activity.

All District employees who violate this policy may be subject to disciplinary action up to and including termination in accordance with applicable college procedures, education code sections and/or collective bargaining agreements. Students who violate this policy may be subject to disciplinary measures up to and including expulsion in accordance with board policies and college procedures. Non-employees, such as sales representatives or service vendors are also covered by this policy and may be subject to corrective measures.

The District is concerned about the rights of the accused as well as the accuser and shall afford due process rights accordingly.

Definition

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature, made by someone from or in the work or educational setting under any of the following conditions:

1. Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment, academic status, or progress;
2. Submission to, or rejection of, the conduct by the individual is used as a basis of employment or academic decisions affecting the individual;
3. The conduct has the purpose or effect of having a negative impact on the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; or
4. Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

This definition encompasses two kinds of sexual harassment:

1. "Quid pro quo" sexual harassment occurs when a person in a position of authority makes educational or employment benefits conditional upon an individual's willingness to engage in or tolerate unwanted sexual conduct.
2. "Hostile environment" sexual harassment occurs when unwelcome conduct based on sex is sufficiently severe or pervasive so as to alter the conditions of an individual's learning or work environment, unreasonably interferes with an individual's academic work performance, or create an intimidating, hostile, or abusive learning or work environment. The victim must subjectively perceive the environment as hostile, and the harassment must be such that a reasonable person of the same gender would perceive the environment as hostile.

Sexual harassment can consist of virtually any form or combination of verbal, physical, visual or environmental conduct. It need not be explicit, nor even specifically directed at

the victim. Sexually harassing conduct can occur between people of the same or different genders. The standard for determining whether conduct constitutes sexual harassment is whether a reasonable person of the same gender as the victim would perceive the conduct as harassment based on sex. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's learning or work.

Environmental

An academic or work environment that is permeated with sexually-oriented talk, innuendo, insults or abuse not relevant to the subject matter of the class. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements in the classroom. An environment may be hostile if unwelcome sexual behavior is directed specifically at an individual or if the individual merely witnesses unlawful harassment in his or her immediate surroundings.

Implementation

This policy assigns ultimate responsibility for implementing the sexual harassment policy to the District Affirmative Action Officer. He/she shall also be responsible for insuring that other policies and procedures developed related to sexual harassment support this policy.

IV. RETALIATION

It is unlawful to retaliate against an employee or student who makes a complaint of sexual harassment, who communicates with or contacts District Compliance Officer(s) or regulatory agencies, or who is a potential witness or participates in any manner in a sexual harassment investigation, hearing, or proceeding.

MERCED COLLEGE CONTACTS:

Off/On-Campus:

1. Contact Nora Flores at nora.flores@mccd.edu
2. Off Campus: Complete a Federal Work Study Agreement form and return it to the Merced College Financial Aid Office.
3. On Campus: Provide a job description.

Los Banos:

1. Contact Nora Flores at nora.flores@mccd.edu
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The student employment program at Merced College is designed to provide work experience in a vocational or academic field as closely related to the student's major as possible.

Policies and procedures pertaining to Federal Work Study Program are contained in chapter seven of the Merced College Financial Aid Policies and Procedures Manual.

Documents Utilized:

The Ohio State University Federal Work-Study Student Employee Manual 2005-2006

The University of Pittsburg Federal Work Student Manual

Merced College Financial Aid Office Student Employment Responsibilities MC FORM 900; Rev. June 1997

Merced College Guidelines for Vocational Student Support Services Work-Study/WEX Students Rev. 8/11/03

Merced Community College District and California School Employees Association Chapter 274 Agreement; July 1, 2003 through June 30, 2004.

State of California Sexual Harassment Policies and Procedures