John X

STUDENT CAREER EXPERIENCE PROGRAM

BETWEEN

THE UNIVERSITY OF PUERTO RICO

AND

U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE

This Agreement provides a basis for mutual understanding between the above parties in matters relating to Federal employment of students who are enrolled in baccalaureate curricula related to positions to which appointed. Students will work at the Agency's Headquarters' Office or field installations, depending on the position to which assigned.

POSITIONS COVERED

This agreement applies to students pursuing degrees in subject areas which will qualify them, under Federal standards, for entry level occupations in administrative, professional and/or technical fields.

AGENCY RESPONSIBILITIES

The Natural Resources Conservation Service will:

- 1. Designate a staff member to maintain liaison with the educational institution and inform the school of available work opportunities.
- 2. Establish work schedules which accommodate the academic calendar of the institution and enable students to meet the requirements of both the institution and the Agency for completion of the program.
- 3. Make final selection of student(s) referred by the school without discrimination on the basis of race, color national origin, religion, age, sex, disability, political beliefs, and marital or familial status.
- 4. Maintain the necessary administrative records and process all personnel actions relating to the employment of students.
- 5. Respond promptly to referrals of students by colleges or universities.

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Place students under competent supervisors; relate work assignments to students' major areas of study; and orient them to the work setting, occupation, and requirements governing entry into the Federal Service.

AGENCY RESPONSIBILITIES Cont'd.

- 7. Conduct periodic appraisals of each student's performance and provide counseling that will improve performance.
- 8. Furnish supervisor evaluations of each student's performance to the institution at reasonable intervals.
- 9. Notify both the student and institution as far as possible of the Agency's intent to terminate a student's employment. A report of reasons will be provided to both parties.
- 10. Provide each student employed under this agreement with a copy of the signed agreement.

INSTITUTION RESPONSIBILITIES

The University of Puerto Rico will:

- 1. Designate a staff member to work with the Agency liaison officer and inform all student candidates of the Agency's career education opportunities.
- 2. Refer all interested and qualified students to the Agency without discrimination (including honorably discharged veterans).
- 3. Correlate work and study to insure a close relationship and maximum learning on the part of the student for completion of the program.
- 4. Furnish the Agency with requested data about the student's field of study and academic standing which the school is authorized by the student to release.
- 5. Notify the Agency of change in student status, including termination of study, change in enrollment (full-time/part-time), change in major area of study, and failure to maintain required standard of the school or Agency.
- 6. Comply with applicable provisions of Attachment A Special Provision.

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STUDENT ELIGIBILITY REQUIREMENTS

A student must:

- 1. Be enrolled in a school's student education curriculum and recommended to the Agency for a student assignment by an appropriate staff member of the educational institution.
- 2. Be attending the institution on at least a half-time academic basis (as defined by the institution the student attending) and be enrolled in a curriculum leading to a degree in a major field of study related to the job for which considered.
- 3. Meet qualification requirements for initial appointment, except for written test.
- 4. Be a student in good standing and have a record as a student that is in all respects predictive of graduation. Baccalaureate degree students must maintain a least 2.0 overall average on a 4.0 scale or equivalent and maintain a grade of "C" at all times in the major field of study.
- 5. Be a citizen of the United States.
- 6. Could be a son or daughter of an employee of the Department of Agriculture if the parent and the student have no direct reporting relationship and the parent does not advocate employment, promotion, or advancement of the student.
- 7. Meet medical and security requirements.
- 8. Must have completed the freshman year.
- 9. NOTE: Students who work in the agency under the Student Temporary Employment Program are eligible for conversion to the Student Career Experience Program if:
 - A. They meet the requirements shown above.
 - B. The work experiences under the Student Temporary Employment Program are related to the student's academic program and work experiences under the Student Career Experience Program. If related, their previous work experience can be credited towards the 640 hours minimum requirement necessary for non-competitive conversion to a career conditional or career appointment.

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APPOINTMENTS

Students will be appointed under excepted Schedule <u>B 213.3202(d)</u>.

- 1. Appointments in the Student Career Experience Program may be made at any time during the year.
- 2. Appointments are excepted appointments (career or career conditional), and must be for the full period beginning on the date of the first appointment and ending at the close of business on the 120th day upon completion of course requirements.
- 3. An appointment may be terminated at any time for any of the following reasons:
 - A. Resignation
 - B. Change in curriculum which will not qualify the student for position
 - C. Suspension, expulsion, or withdrawal from school
 - D. Unsatisfactory work performance or failure to maintain academic standards
 - E. Physical unfitness for duty
 - F. Inability of Agency to maintain employment of student for administrative reasons

A student who has previously participated in a Student Career Experience Program and received a degree cannot be appointed again as a Student Career Experience education student if he/she returns for an additional degree.

COMPENSATION AND BENEFITS

<u>Pay</u> - Students will be paid at the current rate authorized by the Federal regulations and will receive any authorized payment for overtime. The rate of pay will depend upon the grade to which appointed. When not in pay status, students will be placed on leave-without-pay. Students are eligible for within-grade increase in accordance with Federal rules and regulations.

<u>Leave</u> - During work periods, students are entitled to earn annual and sick leave in accordance with Federal leave regulations. They are entitled to use earned leave on the same basis and subject to the same rules and regulations as other Federal employees.

<u>Holidays</u> - Students will be paid for legal holidays which fall within the periods of work providing they meet the requirements under appropriate regulations for receiving such pay.

WORK SCHEDULES

1. Work schedules may involve alternating periods of full or part-time study and work. The appropriate work schedule (e.g., full or part-time), as it relates to each student, will be determined by both parties to the Agreement. The student's work schedule will be set so it does not interfere with the student's academic studies. The student and the educational institution will be provided with a copy of the student's work schedule.

WORK SCHEDULES Cont'd.

- 2. Career related work periods must consist of at least 640 hours.
- 3. Work periods will be scheduled to enable the students to complete the number of hours of work required (at least 640 hours) to be eligible for noncompetitive conversion to a career appointment after graduation or completion of course requirements.
- 4. It is the intent of this Agreement that students in the Student Career Experience Program be either attending classes or working at the agency or both during the course of the program.

However, if agreed to by both parties in this agreement, a break in program of not more than five months may be allowed, if it will benefit the Agency, the institution, and the students.

NOTE: Break in program is defined as a period of time when a student under the Student Career Experience Program is neither attending classes nor working at the agency.

RETIREMENT, HEALTH, AND LIFE INSURANCE

- 1. Students holding appointments which exceed 1 year are covered under the Federal Retirement System unless specifically excluded by law or regulations. In unforeseen situations in which the appointment is less than 1 year, students will be covered under FICA.
- 2. If students expect to be employed under this appointment authority for at least one year and are expected to be in pay status for at least one-third of the total period of time from the date of their initial appointment to the completion of the program, they are eligible for both health insurance and life insurance.

NOTE: They will be covered by regular life insurance unless they waive it.

GRADE LEVELS

Baccalaureate students may be appointed in positions at grades GS-2 through GS-5. Basic qualification requirements are as follows:

Using Education Only:

- a. For grade GS-2 High School graduate or equivalent.
- b. For grade GS-3 Completion of 1 full academic year of post high school study (30 semester hours or 45 quarter hours).



c. For grade GS-4 - Completion of 2 full academic years of post high school study (60 semester hours or 90 quarter hours).

Using Education and Work Experience:

a. For grade GS-5 - Completion of 3/4's of the total number of periods of study required for a bachelor's degree and one period of employment under a Student Career Experience Program Agreement as a GS-4; or completion of 2 1/2 years of academic study plus 6 months of work experience under a Student Career Experience Program agreement at the GS-4 level.

Students who meet qualifications and work performance requirements will be provided the opportunity for upward progression. Students are usually moved through grades so that they qualify for at least GS-5 upon graduation, and students are not kept in-grade for more than 24 months.

TRIAL PERIOD AND PERFORMANCE APPRAISAL

The student's first work period is a screening period. Work performance will be appraised in the following manner:

- 1. <u>Initial performance review</u> Prior to the end of the screening period, the supervisor must review the student's performance, and rate the student on the following items and any additional aspects of performance which the Agency determines are job related:
 - a. The degree of competence with which assigned tasks are performed.
 - b. The extent to which tasks were completed on time when the student had control over the time factor.
 - c. The ability to accept and follow directions and adhere to established regulations in the performance of the job.
 - d. Demonstrated ability to win the respect and confidence of others in the performance of assigned tasks.
 - e. Demonstrated ability to assume a leadership role in assigned tasks.
 - f. Demonstrated physical fitness to perform the job adequately.
- 2. <u>Review with the student</u> Following the review, a conference shall be held with the student to:
 - a. Discuss the performance rating, receive feedback, and learn of any factors that may have affected performance negatively.
 - b. Consider approaches to performance improvement in needed areas.
 - c. Determine the interest of the student in future employment with the Agency.

TRIAL PERIOD AND PERFORMANCE APPRAISAL Cont'd.

- d. Indicate that official notice will be sent to the student and the school regarding the student's acceptance for future work periods.
- 3. Recommended retention or release On the basis of the rating of the student's job performance, interest, fitness, and conduct, the supervisor shall transmit to the appropriate authority within the Agency either of the following.
 - a. A recommendation for retention of the student; whether a promotion is indicated; what action is planned for strengthening performance or correcting deficiencies.
 - b. A recommendation that the student not return for another work period.

Subsequent performance appraisals will be made toward the end of each period in accordance with procedures described above. All appraisal information will be shared with college/university coordinators and made a part of the student's personnel folder. The final appraisal will include a recommendation regarding conversion.

EMPLOYMENT AFTER GRADUATION

Within 120 days after graduation or completion of course requirements, baccalaureate students are eligible for noncompetitive conversion to career or career-conditional appointment providing eligibility requirements are satisfied.

For GS-5:

- a. Meets qualification standards for positions at the GS-5 level, except for any written test.
- b. Meets citizenship requirements on the date of noncompetitive conversion.
- c. Has completed, prior to graduation, period(s) of work, separate by periods of study, which total 640 hours. All work must be performed in the same occupational area, related to student's major field of study, and in the Agency recommending conversion.

For GS-7:

- a. Meets qualification standards for GS-7 position.
- b. Meets citizenship requirements on the date of noncompetitive conversion.
- c. Has served at the GS-5 level as a student for 12 calendar months, of which 60 days have been in work status (unless the student is being converted under Office of Personnel Management Superior Academic Achievement Provisions see below).
- d. Meets one of the following requirements:

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EMPLOYMENT AFTER GRADUATION Cont'd.

- 1) Has served in work status (i.e., excluding LWOP time) for a total of at least 640 hours between appointment and graduation; or
- 2) Has completed 640 hours in career related work experience as required for noncompetitive conversion at the GS-5 level and has also met the Office of Personnel Management Superior Academic Achievement Provisions.

Students who are eligible for conversion to grade 5 only will be advised that they may seek eligibility for grade 7 through the competitive process. However, this does not extend the time limit for conversion beyond the 120th calendar day after graduation or completion of course requirements.

COMPETITIVE APPOINTMENT

If for some administrative reason the Agency cannot convert a qualified student into the permanent workforce, or cannot convert at the grade for which the student is eligible, the student will be advised to seek eligibility through the competitive process. All students will be advised of their right to compete through examination for placement after graduation in the career service at any entry level for which they qualify.

TERMINATION

Students disqualified prior to completion of the program and those not recommended for conversion must be terminated and may be reappointed only through competitive process. Students separated under those conditions will be advised in writing of their procedural and/or appeal rights.

CONDITIONS OF AGREEMENT

The conditions of the Agreement are in general conformity with federal regulations. At no time do they supersede, alter, or take the place of such regulations, and are subject to immediate change by new legislation or policy revisions. each party reserves the right to cancel this Agreement upon written notification to the other party at least 30 days prior to the proposed termination. Changes which are not required by new laws or regulations will be made only with mutual consent of the Agency and educational institution, and thereby made a part of the Agreement.

EDUCATIONAL INSTITUTION U.S. DEPARTMENT OF AGRICULTURE

By: (Authorized Signature)	By:
Authorizing Official: (Type or Print)	Authorizing Official: Janet L. Oertly State Conservationist
Date:	Date: 6/6/13
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