

UNIVERSITY OF CALIFORNIA, SANTA CRUZ
OFF-CAMPUS FEDERAL WORK-STUDY PROGRAM AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this **day** of _____, **20**, by and between "THE REGENTS OF THE UNIVERSITY OF CALIFORNIA," ON BEHALF OF THE UNIVERSITY OF CALIFORNIA SANTA CRUZ a California Corporation, (hereinafter "University") and _____
(Federal, State, or local public organization) (private nonprofit organization) [strike one] (hereinafter "Employer") for the purpose of providing work to students eligible to participate in the Federal Work-Study Program.

WITNESSETH

WHEREAS, University has applied for a grant by the U.S. commissioner of Education pursuant to Part C (Federal Work-Study Program) of Title IV of the Higher Education Act of 1965 (“the Act”), as amended to stimulate and promote the part-time employment of students, particularly those with great financial need, who are in need of earnings from such employment to pursue courses of studies at institutions of higher education such as University;

WHEREAS, University and Employer desire that certain of the University's students engage in work for public and private non-profit organizations (as defined by the IRS) under the Federal Work-Study Program authorized by the Act;

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

NOW THEREFORE, the parties agree as follows:

1. Employer agrees that no student will be denied work or be subjected to different treatment under this Agreement on the grounds of race, color, national origin or sex, and that it will comply with all applicable federal, state, and local laws, including the Civil Rights Act of 1964 (Public Law 88-352; 78 Statute 252) and Title IX of the Education Amendments Act of 1972 (Public Law 92-318) and the Regulation of the Department of Labor which implement those acts.
2. It is the responsibility of the Employer to maintain a working environment free from sexual harassment and all forms of sexual intimidation and exploitation.
3. The University agrees to communicate position availability to UCSC students by posting vacant positions on its on-line student employment system but in no event does the University warrant the performance of these students engaged in work for public and certified tax-exempt private nonprofit organizations. The specific services to be performed by said students and the rate of compensation therefore are set forth on the attached Application for Student Assistance, which is incorporated herein.
4. Employer agrees that the work performed by such students shall be in the public interest and shall **not**:
 - a. Displace employed workers, impair existing contracts for services, fill vacant positions because the employer's regular employees are on strike; or

- b. Involve any partisan or non-partisan political activity associated with a candidate or with a contending faction or group in an election for public or party office; or
- c. Involve any lobbying on the Federal or State level; or
- d. Involve the construction, operation, or maintenance of so much of any facility as is used or is to be used for sectarian instruction or as a place of religious worship.

5. EMPLOYER FURTHER AGREES TO:

- a. Reasonably supervise the work performed by student participants and permit reasonable inspection by a representative of the University;
- b. Provide to the University, for each payroll period, reports indicating the number of hours worked each week and containing the supervisor's certification as to the accuracy of the hours reported and of satisfactory performance on the part of the student;
- c. Allow no student to work for more than nineteen (19) hours per week during the school term, and not more than forty (40) hours per week during winter or spring break.
- d. Pay to the University, upon receipt of an invoice, fifty per cent (50%) of the total compensation to be paid to students participating in the program. Such percentage includes a ten per cent (10%) Administrative Surcharge for cost of administering this Agreement.
- e. Notify the University, in writing, of the date and reason for termination of any Work-Study student;
- f. Not permit the student to earn more than the amount of his/her permissible Work-Study eligibility as stated by the University on the student's HIRE RECORD in the ER system or most recent notification. In the event of overpayment, employer shall be responsible for payment of one hundred per cent (100%) of wages earned in excess of the student's eligibility.
- g. Provide Worker's Compensation coverage for the student. Employer shall provide verification of Worker's Compensation Coverage upon request.

6. UNIVERSITY ADDITIONALLY AGREES TO:

- a. Disburse all compensation of student for work performed under this Agreement. No student, however, will be compensated for fringe benefits such as: holiday pay, sick leave or vacation;
- b. Immediately notify the Employer of the student's ineligibility for continued employment due to reduction of or disqualification for financial aid;
- c. Bill the agency on a month basis for fifty per cent (50%) of each student's total earnings.

7. INDEMNIFICATION BY EMPLOYER

To the extent authorized by law, the Employer shall indemnify, hold harmless and defend the University, its officers, agents and employees against any and all claims and liability for

workers' compensation benefits by students employed by Employer which arise within the course and scope of the students employment for Employer, and against all liability, claims, losses, demands or actions for injury to or death of persons or damage to property arising out of or in consequence of this Agreement provided such liability, claims, losses, demands or actions for injury to or death of persons or damage to property are due to the acts or omissions of the Employer, its officers, agents, or employees in the performance of this Agreement.

8. INDEMINIFICATION BY UNIVERSITY

To the extent authorized by law, University shall indemnify, hold harmless, and defend Employer, its officers, agents, and employees against all liability, claims, losses, demands and actions for injury to or death of persons or damage to property arising out of or in consequence of this Agreement, provided such liability, claims, demands, losses or actions are due to the acts or omissions of the University, its officers, agents, employees or student participants (but only when under the University's direct supervision or control) in the performance of this Agreement.

9. INSURANCE

- a. The Employer shall maintain at all times during the performance of this Agreement public and property damage, and/or commercial general liability insurance, or equivalent self-insurance, in a minimum amount of at least \$1,000,000 for each occurrence. The University shall be named as an additional insured, but only with respect to such liabilities as may arise out of the Employer's activities under this Agreement. The Employer's insurer or administrator of self-insurance shall agree that the above coverage shall be primary and for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance affected by the University except that the above provisions shall not apply with respect to the negligence of the University. Employer may satisfy this requirement by obtaining the appropriate endorsement to the relevant master policy(ies) of liability insurance or self-insurance program that Employer maintains.
 - b. The University shall maintain at all times during the performance of this Agreement public and property damage, and/or commercial general liability insurance, or equivalent self-insurance in a minimum amount of at least \$1,000,000 for each occurrence. The Employer shall be named as an additional insured, but only with respect to such liabilities as may arise out of the University's activities under this Agreement. The University's insurer or administrator of self-insurance shall agree that the above coverage shall be primary and for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance affected by the Employer except that the above provisions shall not apply with respect to the negligence of the Employer. The University may satisfy this requirement by obtaining the appropriate endorsement to the relevant master policy(ies) of liability insurance or self-insurance program that the University maintains.
 - c. The insurance limits and provisions contained herein shall not limit the liability of either the University or the Employer in any manner whatsoever for their own individual negligence or willful misconduct.
10. It is agreed that the Employer shall have the right to terminate the student's employment (with or without cause) upon reasonable notification to the student and the University,

and that the student shall have the right to terminate his/her employment upon reasonable notification to the Employer.

11. This Agreement shall be subject to the availability of funds to the University for the portion of the student's compensation not to be paid by the Employer.
12. Either party may cancel this Agreement with written notice if the other party fails to comply with the provisions of this Agreement.
13. This Agreement shall terminate on the 14th Day of JUNE 2018, unless sooner terminated, and shall be subject to extension by the mutual agreement of the parties in writing.
14. This Agreement represents the entire agreement and understanding between the parties, and supersedes any prior or contemporaneous agreement or understanding. This Agreement may only be modified by written agreement, signed by both parties.
15. Should either party fail to comply or enforce a provision of this Agreement, such action or inaction shall not constitute a waiver or non-enforcement of any other provision or any subsequent or similar failure to comply.

In witness whereof, the parties hereto have executed this agreement on the day and year first written above.

The Regents of the University of California

Agency Name

Director, Financial Aid & Scholarship Office

Date

Authorized Signature

Director, Career Center

Date

Print Name

Date

Reviewed and revised by Katina Ancar
UC Office of General Counsel 3/2010