

Office of Financial Aid and Scholarships
2101 SAASB
University of California at Santa Barbara
Santa Barbara, CA 93106-3180

FEDERAL WORK-STUDY PROGRAM AGREEMENT

This Agreement, entered into this 17th day of July, 2014 by and between:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
a California corporation, hereinafter called "**University**,"
and
Santa Barbara Air Pollution Control District
a non-profit agency, hereinafter called "**Organization**,"

University has applied for a grant by the U. S. Secretary of Education pursuant to Part C (Federal Work-Study Program) of Title IV of the Higher Education Act of 1965, as amended, to stimulate and promote the part-time employment of students in educationally and/or vocationally related positions and, wherever possible, to encourage student participation in community service related activities. The **University** desires that certain of the **University's** students engage in work for non-profit organizations under the Federal Work-Study Program ("FWSP") authorized by the Act; and

The **Organization** is in a position to utilize the services of such students, the parties agree as follows:

1. **Organization** wishes to utilize the services of students referred by the **University** who are eligible to participate in the FWSP and who are qualified and acceptable to **Organization**. The general services to be performed by said students and the rate of compensation therefore are set forth on WORK-STUDY STUDENT EMPLOYEE DETAILED JOB DESCRIPTION, which shall attached hereto and incorporated herein.
2. **Organization**, and any agents and employees of **Organization**, in the performance of this Agreement, shall act in the capacity of an independent employer and not as officers or employees or agents of **University**. Students furnished employment by **Organization** pursuant to this Agreement shall not be considered apprentices, employees, agents, or officers of **University**.
3. **Organization** shall comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Educational Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implements those Acts.
4. **Organization** warrants and represents that it will comply with all laws and regulations, including, but not limited to those obligations that may be imposed by the Child Abuse and Neglect Reporting Act ("CANRA") and California Penal Code Section 11165.7 with respect to child abuse reporting by mandated reporters.
5. **Organization** warrants and represents that it will comply with all laws and regulations, including, but not limited to those obligations that may be imposed by the University of California IS-3 Electronic Information Security with respect to third-party access to or passing of *restricted* information. **Organization** shall:
 - a. Prevent disclosure of *restricted* information by the **Organization** to other third parties including subcontractors, except as required or permitted by the approved **University** agreement or contract terms; and
 - b. Require all **Organizations** to observe federal and state laws and University policies for privacy and security; and
 - c. Require a specific plan by **Organization** for the implementation of administrative, technical, or physical security strategies as outlined; and

- d. Require a plan for the destruction or return of *restricted* information upon completion of the **Organization's** contractual obligations; and
- e. Specify access or authorization permissions and restrictions necessary to fulfill contractual obligations; and
- f. Require notification of any breach of the security of personal information to the **University** owner of computerized data immediately following discovery if the information was, or is reasonably believed to have been, acquired by an unauthorized person.

Access to **University** information should be terminated when contractual obligations have been completed.

- 6. **Organization** shall not deny work or subject to different treatment any student hired under this Agreement on the grounds of race, color, religion, age, ancestry, national origin, sex, sexual orientation, handicap, status as a disabled veteran or Vietnam-era veteran, marital status, medical condition (as defined in Section 12926 of the California Government Code), or citizenship (within the limits imposed by either law or **University** policy).
- 7. **Organization** shall not solicit, accept, or permit solicitation of any fee, commission, contribution, or gift from a student as a condition of employment.
- 8. The work students perform for **Organization** shall be "in the public interest" and shall not:
 - a. Displace, supplant, or replace workers employed by **Organization**; or
 - b. Impair existing contracts for services; or
 - c. Fill jobs that are vacant because the employer's regular employees are on strike; or
 - d. Involve any partisan or non-partisan political activity associated with a candidate or with a contending faction or group in an election for public party office; or
 - e. Involve employment as a political aide for any elected official; or
 - f. Involve employment for an elected official who is not responsible for the regular administration of Federal, State or local government; or
 - g. Involve any lobbying on the Federal or State level; or
 - h. Include employment for the U.S. Department of Education; or
 - i. Involve the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or religious worship; or
 - j. Involve religious/sectarian instruction and/or worship; or
 - k. Involve work that primarily benefits the members of an organization that has membership limits, such as a credit union, a fraternal or a religious order, or cooperative, or
 - l. Depend upon a student's political support or party affiliation as a condition of employment.
- 9. **Organization** shall compensate students at an hourly rate of pay that is:
 - a. Appropriate and reasonable for the tasks to be performed; but

- b. Never less than the prevailing Federal minimum wage requirement; and
- c. In consideration of:
 - 1) Skills needed to perform the job; and
 - 2) Established hourly rates paid to local area persons performing the same or similar type of job requiring the same or similar skills; and
 - 3) Employee proficiency; and
 - 4) Rates the **Organization** would normally pay non-FWSP employees in similar positions; and
 - 5) Any applicable Federal, State, or local laws that require a specific wage rate; and
- d. Determined without regard to or conditioned upon the student's:
 - 1) FWSP award; and/or
 - 2) Transportation costs to and from the work-site.

10. **Organization** shall:

- a. Supervise and regulate the services and performance of the student; and
- b. Permit reasonable inspection by a representative of **University** to verify the work performed is appropriate and the terms of this Agreement are being fulfilled; and
- c. Provide student(s):
 - 1) Written explanation of:
 - a) Scheduled work hours, work site location; and
 - b) Safety and emergency procedures; and
 - c) Standards of conduct and dress; and
 - d) Applicable policies and procedures of the **Organization**; and
 - e) Defined job duties and responsibilities with methods and priorities for performing same; and
 - 2) Basic, progressive and/or corrective training; and
 - 3) Brief interruptions in work schedules as rest periods, within **Organization's** guidelines and State law, and without denying payment; and
 - 4) Avenues of appeal, review and due process to promote a positive working experience; and
- d. Observe the meal period rule of the California Labor Code (Section 512) and instruct and allow the student to take an unpaid meal period (break) of no less than thirty (30) minutes, if/when the student's work period will exceed five (5) continuous hours and to record the meal period on his/her MONTHLY FWSP TIME SHEET(s) in "time-in, time-out" format. The student must be completely relieved of duty during the meal break. By mutual consent, the student and supervisor may waive the meal period rule if the student's work period of not more than six (6) continuous hours will complete the day's work.

- e. Insure an environment free from all forms of harassment, exploitation and intimidation; and
 - f. To the maximum extent possible, allow students flexibility to accommodate their work, class and exam schedules.
11. For each student **Organization** wishes to hire, **Organization** shall receive from, complete, sign and return to **University** the student's:
- a. FWSP OFF-CAMPUS REFERRAL; and
 - b. WORK-STUDY STUDENT EMPLOYEE DETAILED JOB DESCRIPTION.
12. Upon receipt of said REFERRAL and JOB DESCRIPTION, duly completed and signed by **Organization's** representative, **University** shall:
- a. Complete all employment procedures for the student in accordance with **University**, State and/or Federal regulation; and
 - b. Issue to **Organization** the student's:
 - 1) LETTER OF CLEARANCE and thereby release the student to commence work; and
 - 2) Initial and subsequent MONTHLY FWSP TIME SHEET(s) on which the student must record actual time worked for **Organization**.
13. **Organization** shall:
- a. Not permit the student to begin work prior to **Organization's** receipt of the student's LETTER OF CLEARANCE as issued by **University**; and
 - b. Assume sole responsibility for payment of the student's wages earned prior to receipt of said LETTER.
14. **University** shall issue to **Organization** written notification of any change in the student's FWSP award as previously reported to **Organization** on the:
- a. FWSP OFF-CAMPUS REFERRAL; and/or
 - b. LETTER OF CLEARANCE; and/or
 - c. FWSP AWARD REVISION/REDISTRIBUTION NOTIFICATION.
15. **Organization** shall:
- a. Not permit the student to earn more than the amount of the student's FWSP award as reported in writing to **Organization** by **University** on the student's:
 - 1) LETTER OF CLEARANCE; and/or
 - 2) FWSP AWARD REVISION/REDISTRIBUTION NOTIFICATION; and
 - b. Assume sole responsibility for payment of the student's wage earned in excess of the student's FWSP award.
16. **Organization** shall:

- a. Restrict graduate student employment to fifty percent (50%) time (i.e., twenty (20) hours) or less during any week when classes are in session; and
- b. Assume sole responsibility for payment of graduate student wage earned in excess of fifty percent (50%) time.

17. **Organization** shall:

- a. Observe the last day of the Work-Study Program Award Period, as noted on the LETTER OF CLEARANCE, as the last day the student may work on FWSP.
- b. Not permit the student to work after said date; and
- c. Assume sole responsibility for payment of the student's wage earned after said date.

18. **University** shall notify **Organization** if the student withdraws, cancels or lapses enrolled (registered) student status or for any other reason ceases to qualify for FWSP employment and in such event:

- a. Immediately terminate the student's FWSP employment; and
- b. Assign to **Organization** sole responsibility for payment of the student's wage earned after said notification.

19. **Organization** shall report the student's time (hours worked) to **University**:

- a. On a bi-weekly basis, with the close of each payroll cycle, as defined by University; but
- b. No later than the final timesheet due date, as noted on the student's LETTER OF CLEARANCE; and
- c. Only on the FWSP TIME SHEET, as issued by **University** to **Organization**; and
- d. Assume sole responsibility for payment of the student's wage when said time:
 - 1) Is not properly recorded and/or documented on said FWSP TIME SHEET; and/or
 - 2) Reported to and/or received by **University** after the due date of the final timesheet for the award period. The due date of the final timesheet for the award period is noted on the student's LETTER OF CLEARANCE.

20. **University** will maintain income and expenditure accounts in **Organization's** name.

21. **Organization** shall pay or reimburse **University** for the **Organization's**:

- a. Matching share of payroll expense at forty percent (40%) of gross wage paid to the student; and
- b. Administrative fee at ten percent (10%) of gross wage paid to the student.

22. **Organization** shall:

- a. Advance sufficient funds to **University** in anticipation of the student's hours to be worked; or
- b. Submit payment with the student's FWSP TIME SHEET(s); or
- c. Remit within fifteen (15) days of receiving a FWSP Invoice and Payroll Activity Report. All amounts owed to the **University** must be paid by June 30 or the award year.

- d. Assume sole responsibility for payment of student wage if payment to **University** is not made.
23. Organization and University acknowledge and agree to the provisions set forth in the document titled "EXHIBIT A – INDEMNIFICATION AND INSURANCE PROVISIONS between the Regents of the University of California and Air Pollution Control District" which is attached hereto and is incorporated herein by this reference.
24. Intentionally deleted.
25. **University** shall:
- a. Deposit **Organization's** monies as received; and/or
 - b. Refund the **Organization's** unused monies upon receipt of written request by **Organization** and within established **University** guidelines.
26. **University** shall, with the close of each payroll period:
- a. Receive and audit **Organization's** FWSP TIME SHEET(s); and
 - 1) As therein recorded, report time (student hours worked) to **University's** Accounting Office; and/or
 - 2) Return to **Organization**, the student's FWSP TIME SHEET(s) and **Organization** shall assume sole responsibility for payment of student wage as referenced in this Agreement:
 - a) For time:
 - (1) Improperly recorded and/or documented on said FWSP TIME SHEET(s); and/or
 - (2) Worked in advance of **Organization's** receipt of the student's LETTER OF CLEARANCE; and/or
 - (3) Worked in excess of the student's FWSP award; and/or
 - (4) Worked, by the graduate student, in excess of twenty (20) hours per week; and/or
 - (5) Worked, by the undergraduate student, in excess of forty (40) hours per week; and/or
 - (6) Worked, by the undergraduate student, in excess of eight (8) hours per day; and/or
 - (7) Worked after student's FWSP eligibility lapses; and/or
 - (8) Worked after the last day of the Work-Study Program Award Period, as noted on the student's LETTER OF CLEARANCE; and/or
 - (9) Reported to **University** after the due day of the last timesheet for the award period, as noted on the student's LETTER OF CLEARANCE; and/or
 - b) When **Organization's** obligation to **University** has not been paid; and
 - b. Assess, deduct and pay all payroll taxes other than Worker's Compensation; and
 - c. Issue the student's payroll check on the bi-weekly basis at the close of each payroll cycle; and
 - d. Contribute, from the **University's** FWSP funds, sixty percent (60%) of the gross wage paid to the student.

27. Following each payroll period, **University** shall issue to **Organization** an FWSP INVOICE AND PAYROLL ACTIVITY REPORT and therein record all student payroll and agency account activity performed during the period by **University** for the **Organization**.
28. **Organization** shall pay the student for all hours worked and not accept as voluntary any services rendered by the student as so proscribed by the Fair Labor Standards Act of 1938 and as amended.
29. **University** shall recognize student eligibility for overtime wage; but **University** shall require **Organization** to assume sole responsibility to pay overtime wage. For purposes of this Agreement, **University** shall define and **Organization** recognizes overtime as time worked in excess of forty (40) hours per workweek. **University** shall not, but **Organization** may, recognize overtime as time worked in excess of eight (8) hours per workday.
30. **University** shall recognize student eligibility for time-based benefits such as vacation, sick and/or holiday leave hours; but **University** shall require **Organization** to assume sole responsibility for payment of such time-based benefits.
31. **Organization** shall immediately refer to **University** any request for garnishment of a student's FWSP wage.
32. **Organization** shall have the right and power to relieve the student from any or all duties, as shall the student have the right to terminate employment, upon reasonable notice.
33. This Agreement shall be subject to availability of funds to **University** for the portion of the student's compensation not to be paid by **Organization**. It shall also be subject to the provisions of Part C (Federal Work-Study Program) of Title IV of the Higher Education Act of 1965, as now amended, or from time to time amended, and shall be subject to regulations implementing said legislation.
34. Either party may terminate this Agreement upon fifteen (15) days written notice. To the extent not otherwise provided herein, any provision of this Agreement that contemplates an ongoing obligation of either party, including but not limited to **Organization's** obligation to pay wages and other expenses, shall survive the termination or the expiration of this Agreement.
35. The term of this Agreement shall commence upon its acceptance and execution in the name of The Regents of the University of California and shall end **June 30, 2017**.
36. The term of this Agreement may be extended beyond the initial term set forth herein. Such extension may require modification of this Agreement. Such modification may include, but is not limited to, updating award year begin and end dates, updating the parties' signature authorizations, and adding to or amending any clauses of this contract. Any such extension or modification shall be valid only upon the execution of a written agreement signed by each party's designated signee.
37. This Agreement sets forth the entire agreement and understanding between the parties hereto and, except as otherwise expressly provided herein, this Agreement shall supersede any and all prior agreements between **University** and **Organization** regarding the operation of the Federal Work-Study Program. This Agreement may not be supplemented, modified, or amended except by a written agreement signed by each party's designated signee.

[Signature page follows]

EXHIBIT A

INDEMNIFICATION AND INSURANCE PROVISIONS between the Regents of the University of California and Air Pollution Control District

A. INDEMNIFICATION BY REGENTS OF THE UNIVERSITY OF CALIFORNIA

REGENTS OF THE UNIVERSITY OF CALIFORNIA shall defend, indemnify, and hold AIR POLLUTION CONTROL DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, employees, or agents.

B. INDEMNIFICATION BY AIR POLLUTION CONTROL DISTRICT

AIR POLLUTION CONTROL DISTRICT shall defend, indemnify, and hold REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AIR POLLUTION CONTROL DISTRICT, its officers, employees, or agents.

C. NO AGENCY

Except as otherwise specified herein, for the purposes of this section, REGENTS OF THE UNIVERSITY OF CALIFORNIA shall not be deemed to be AIR POLLUTION CONTROL DISTRICT's agent and AIR POLLUTION CONTROL DISTRICT shall not be deemed to be REGENTS OF THE UNIVERSITY OF CALIFORNIA's agent.

D. NOTIFICATION

Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this indemnity provision, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

E. CONTINUING OBLIGATION

To the extent that REGENTS OF THE UNIVERSITY OF CALIFORNIA has agreed to indemnify, defend and hold harmless AIR POLLUTION CONTROL DISTRICT, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

To the extent that AIR POLLUTION CONTROL DISTRICT has agreed to indemnify, defend and hold harmless REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

F. INSURANCE

Each party recognizes and accepts the other party is self-insured or has purchased commercial insurance to cover their exposure hereunder, in whole or in part.