

CONTRACT NAME: AGREEMENT BETWEEN UNIVERSITY OF CALIFORNIA, DAVIS AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: These agreements between the University of California, Davis and Davis Joint Unified School District are the standard agreements to continue the work-study tutoring program.

UNIVERSITY OF CALIFORNIA, DAVIS
WORK-STUDY PROGRAM AGREEMENT
Davis Joint Unified School District

THIS AGREEMENT (“Agreement”) is effective as of the date of the last signature below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, (“University”), and Name Joint Unified School District, a non-profit California corporation, (“Organization”), collectively known as “the Parties”.

WITNESSETH

- WHEREAS, University has applied for a grant by the U.S. Department of Education pursuant to Title I, Part C, of the Economic Opportunity Act of 1964, Public Law 88-452, as amended, and as has been amended by the Higher Education Act of 1965, and by the Educational Amendments of 1972, 1976, and 1980; and
- WHEREAS these grant funds are for University students 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 in order to pursue courses of study at institutions of higher education such as University; and
- WHEREAS, University and Organization desire that certain students engage in work for public and private non-profit or private for profit organizations under the Work-Study Program authorized by the Act and the California Education Code Part 42, Chapter 2, Article 18, Sections 69950-69969.5; and

WHEREAS, Organization desires to utilize the services of such students;

NOW, THEREFORE, the parties hereto agree to their respective duties as follows:

1. The parties shall ensure that the work performed by students shall be in the public interest.
2. When the students are performing work for Organization, Organization shall be solely responsible for providing students with appropriate mentorship and educational opportunities. Educational opportunities shall consist of field experience in keeping with the University of California’s Academic Senate guidelines.
3. The agreement shall be subject to the 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

provision of Part C (Work-Study Programs) 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, or, similarly, the provisions of Article 18 of the California Education Code.

4. Organization will defend, indemnify, and hold harmless University, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Organization, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Organization, or any person or persons under Organization's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Organization its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Organization, or any person or persons under Organization's direction and control. University agrees to provide Organization with prompt notice of any such claim or action and to permit Organization to defend any claim or action, and that University will cooperate fully in such defense. University retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

5. Organization shall not:

- a. Displace or supplant employed workers or positions budgeted for regular employees in the previous or subsequent 12 month period; nor shall work require any funds appropriated for this program supplant any state, federal, institutional or other funds used to support previous or existing paid positions in any profit or nonprofit organization; impair existing contracts for services; nor fill positions that are vacant because the employers' regular employees are on strike;
- b. Involve any partisan or nonpartisan political activity associated with a candidate or with a contending faction or group in an election for public or party;
- c. Involve any lobbying on the Federal level;
- d. Involve the construction, operation, or maintenance of any facility as is used or is to be used for sectarian instruction or as a place for religious worship;

6. Organization shall:

- a. If funded by federal work-study meet any Federal Work-Study guidelines as set forth in the Federal Register, or the California Education Code, part 42, as amended, and comply with any federal grant requirements applicable to recipients of federal funds and their contractors; or
- b. If funded by University work-study shall ensure that Deferred Action for Childhood Arrivals (“DACA”) students present a DACA identification card so that Organization, as employer, will verify the identity and work eligibility status of the student.
- c. Comply with Title VI of the Civil Rights Act of 1964 (Pub.L. 88-352) and Title IX of the Educational Amendments of 1972 (Pub.L. 92-318) and the regulations of the Department of Education which implement those Acts, regarding the services and benefits of Organization which involve the work of such students. Organization shall not discriminate between applicants on any basis listed in subdivision (a) of Section 12940 of the Government Code as defined in Sections 12926 and 12926.1 of the Government Code except as otherwise provided in Section 12940 of the Government Code, including, but not limited to discriminating on the basis of race, color, national origin, or sex, nor shall subject any applicant to any other discriminatory practices prohibited by state or federal law.
- d. Provide a written description of each position to be filled and, when requested, a written evaluation of work performed, at the termination of each employment period, or on an annual basis; make available to the institution or to the California Student Aid Commission all records pertaining to the placement of students under this Work-Study Agreement;
- e. Assure compensation to be paid to students participating in the program will be appropriate and reasonable in light of the work to be performed by them. The rate of compensation shall be subject to approval by University;
- f. Provide reasonable supervision of the services of students participating in the Work-Study Program including reasonable direction to students including details of how work is to be accomplished, and determine that all work assignments are completed;
- g. Permit reasonable visitation by a representative of University;
- h. Organization shall not allow any student to work in excess of forty (40) hours in any week;
- i. Report on a monthly basis to University the time worked by students participating in the program indicating the total hours worked each week with a supervisor’s certification as to the accuracy of the hours reported including whether student’s performance was satisfactory, (see Exhibit B – WSS Payroll Invoicing Procedures);
- j. Pay the student one-hundred percent (100%) of earnings and be reimbursed by University seventy-five percent (75%) of the total compensation minus twenty-five percent (25%) of the administrative fees for a net reimbursement of fifty percent

- (50%). Organization will report to University such amounts calculated to cover the University's share of the student's compensation showing total expenditures, copy of pay stub or other proof of earnings paid, and the balance due. Organization agrees to provide such information within 45 days of expenditure.
- k. Be responsible for and pay one hundred percent (100%) of cost of fringe benefits such as sick leave, vacation pay, or holiday pay, or employer's contributions to social security workers' compensation, retirement, or any other welfare or insurance program. , none of which may be counted as part of the wage rate nor included as part of the federal share;
 - l. Pay one hundred percent (100%) of any compensation due for overtime work as defined by law;
 - m. Pay one hundred percent (100%) of any payments made to students for submission of timesheets after the established June 15 payroll deadline date each year.
 - n. Make available to University all records pertaining to the student's employment, and retain such records for a minimum of six years following termination of the student's employment.
 - o. Maintain insurance in compliance with the requirements outlined below at all times during the performance of this agreement. A Certificate of Insurance must be issued using the form provided in this packet, or in the case of self-insured agencies, the letter documenting equivalent self-insurance, the Certificate must:
 - a. Provide for thirty (30) days advance written notice to University of modification, change, or cancellation of any off the insurance coverage's.
 - b. Except for workers' compensation Insurance, name The Regents of the University of California as an additional insured. Such provision shall apply in proportion to and to the extent of the negligent acts or omissions of the non-University party or any person or persons under the non-University parties' direct supervision and control.
 - c. Except for workers' compensation Insurance, Organization's insurance shall be primary insurance as respects The Regents of The University of California, its officers, agents, and employees. Any insurance or self-insurance maintained by The Regents of the University of California shall be excess of and non-contributory with this insurance. The certificate or letter must show the following coverage's:
 - 1. General Liability: Comprehensive or Commercial Form (MINIMUM LIMITS) (1) each occurrence \$1,000,000 (2) Products/Completed Operations Aggregate \$1,000,000 (3) Personal and Advertising Injury \$1,000,000 (4) General Aggregate* \$2,000,000 * (not applicable to comprehensive form). If the above insurance is written on a claims made form, it shall continue for three years following termination on the

agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

2. Business Automobile Liability: (MINIMUM LIMITS) for Owned, Scheduled, Non-Owned, or Hired Automobiles with combined single limit of not less than \$1,000,000 per occurrence.

3. Workers' Compensation: as required under California state law, employer's liability coverage to be included at a limit of \$1,000,000.

4. Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of University and Service Provider against other insurable hazards relating to performance.

7. University shall:

a. Determine that students meet the eligibility requirements for employment under the Federal Work-Study Program or the University Work Study Program and authorize students to work for Organization. Ensure that work records are properly documented in keeping with state and federal law and University policy and procedures.

b. Terminate any student's status as a Work Study Student if the student earns in excess of his or her maximum dollar amount for work-study eligibility.

c. Maintain at all times during the performance of this agreement general liability insurance or an equivalent program of self-insurance, but only with respect to such liabilities as may arise out of University's activities. A certificate of insurance will be issued to Organization upon receipt of a written request.

8. Term. The term of this agreement shall be from July 1, 2015 continuing through June 30, 2016.

9. Termination. The agreement shall be subject to termination by University upon a seven day advance written notice thereof to Organization.

10. Conflict of Interest. Organization shall comply with the following requirements:

a. Organization shall not hire any officer or employee of University or of any federal or state governmental entity related to this agreement.

b. Organization affirms that no actual, apparent, or potential conflict of interest exists, nor will there exist such a conflict of interest between Organization's, its principals' or its family's business or financial interest, and services provided under this agreement.

c. Organization shall not be a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to Organization's obligations under this agreement.

11. Organization's Records. The following apply to records created or maintained by Organization pursuant to this agreement:

a. Maintenance and dissemination of personal information is governed by the Information Practices Act of 1977 (Civil Code 1798, et seq.) and by University policy. Organization shall collect personal or confidential information directly from the individual. Organization shall inform the individual that a record is being made, the purpose of the record, and shall mark it "Confidential Information".

b. Records containing personal information about individuals, including the sources of the information, are the property of University and subject to University policy and applicable federal and state laws. Organization agrees to deliver all such records to University upon termination of this agreement.

12. Use of University's Name. Organization shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

13. Force Majeure. Neither party shall be liable for damages suffered by the other party because of University's or Organization's failure to perform if failure is due to any cause beyond that party's control.

14. Notice. Any notice required or permitted hereunder shall be sent to the parties via U.S. mail, e-mail, facsimile, or personal service at the addresses shown below. Either party may change its address by written notice to the other during the term.

UNIVERSITY

Financial Aid Office
Work Study Coordinator
Attn: Robin Gallowglas
University of California, Davis
1100 Dutton Hall
Davis, CA 95616
E-mail: workstudy@ad3.ucdavis.edu

ORGANIZATION

Davis Joint Unified School District
526 B Street
Davis, CA 95616
E-mail: jbrunson@djud.net

15. Federal Exclusion Warranty. Organization warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Nonprocurement Programs (<https://www.sam.gov/index.html/##11>). This agreement shall be subject to immediate termination in the event that Organization is excluded from participation in any federal healthcare or procurement program.
16. Independent Contractor Status. The parties are independent contractors. In the performance of this agreement Organization will not be an agent or employee of University, will not be covered by University's workers' compensation insurance or unemployment insurance, is not eligible to participate in University's retirement programs, nor shall he be entitled to any University benefits.
17. Assignment. Organization may not assign or transfer this agreement, or any interest or claim, without the prior written approval of University, and any decision to grant or withhold such approval shall be within University's sole discretion. The terms and conditions of this agreement shall be binding upon any assignee or transferee.
18. Governing Law. This agreement shall be construed pursuant to California law.

AGREED:

(Name of Organization)

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: _____



By:

Title: Associate Supt. Business Services

Kelly Gilmore
Business & Revenue Contract Manager
Contracting Services
University of California, Davis

Dated: July 28, 2015

Dated:

All Exhibits are by this reference made a part hereof and incorporated herein:

Exhibit A – Employer Process

Exhibit B – Invoicing Process
Exhibit C – Work-Study Hire/Rehire Request
Exhibit D - Sample Invoice

UCD AGREEMENT NO. _____

9023616 H (LANGUAGE ARTS)

UNIVERSITY OF CALIFORNIA, DAVIS
WORK-STUDY PROGRAM AGREEMENT
Davis Joint Unified School District

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WITNESSETH

- WHEREAS, University has applied for a grant by the U.S. Department of Education pursuant to Title I, Part C, of the Economic Opportunity Act of 1964, Public Law 88-452, as amended, and as has been amended by the Higher Education Act of 1965, and by the Educational Amendments of 1972, 1976, and 1980; and
- WHEREAS these grant funds are for University students 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 in order to pursue courses of study at institutions of higher education such as University; and
- WHEREAS, University and Organization desire that certain students engage in work for public and private non-profit or private for profit organizations under the Work-Study Program authorized by the Act and the California Education Code Part 42, Chapter 2, Article 18, Sections 69950-69969.5; and

WHEREAS, Organization desires to utilize the services of such students;

NOW, THEREFORE, the parties hereto agree to their respective duties as follows:

1. The parties shall ensure that the work performed by students shall be in the public interest.
2. When the students are performing work for Organization, Organization shall be solely responsible for providing students with appropriate mentorship and educational opportunities. Educational opportunities shall consist of field experience in keeping with the University of California's Academic Senate guidelines.
3. The agreement shall be subject to the 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

provision of Part C (Work-Study Programs) 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, or, similarly, the provisions of Article 18 of the California Education Code.

4. Organization will defend, indemnify, and hold harmless University, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Organization, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Organization, or any person or persons under Organization's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Organization its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Organization, or any person or persons under Organization's direction and control. University agrees to provide Organization with prompt notice of any such claim or action and to permit Organization to defend any claim or action, and that University will cooperate fully in such defense. University retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.
5. Organization shall not:
 - a. Displace or supplant employed workers or positions budgeted for regular employees in the previous or subsequent 12 month period; nor shall work require any funds appropriated for this program supplant any state, federal, institutional or other funds used to support previous or existing paid positions in any profit or nonprofit organization; impair existing contracts for services; nor fill positions that are vacant because the employers' regular employees are on strike;
 - b. Involve any partisan or nonpartisan political activity associated with a candidate or with a contending faction or group in an election for public or party;
 - c. Involve any lobbying on the Federal level;
 - d. Involve the construction, operation, or maintenance of any facility as is used or is to be used for sectarian instruction or as a place for religious worship;
6. Organization shall:

- a. If funded by federal work-study meet any Federal Work-Study guidelines as set forth in the Federal Register, or the California Education Code, part 42, as amended, and comply with any federal grant requirements applicable to recipients of federal funds and their contractors; or
- b. If funded by University work-study shall ensure that Deferred Action for Childhood Arrivals (“DACA”) students present a DACA identification card so that Organization, as employer, will verify the identity and work eligibility status of the student.
- c. Comply with Title VI of the Civil Rights Act of 1964 (Pub.L. 88-352) and Title IX of the Educational Amendments of 1972 (Pub.L. 92-318) and the regulations of the Department of Education which implement those Acts, regarding the services and benefits of Organization which involve the work of such students. Organization shall not discriminate between applicants on any basis listed in subdivision (a) of Section 12940 of the Government Code as defined in Sections 12926 and 12926.1 of the Government Code except as otherwise provided in Section 12940 of the Government Code, including, but not limited to discriminating on the basis of race, color, national origin, or sex, nor shall subject any applicant to any other discriminatory practices prohibited by state or federal law.
- d. Provide a written description of each position to be filled and, when requested, a written evaluation of work performed, at the termination of each employment period, or on an annual basis; make available to the institution or to the California Student Aid Commission all records pertaining to the placement of students under this Work-Study Agreement;
- e. Assure compensation to be paid to students participating in the program will be appropriate and reasonable in light of the work to be performed by them. The rate of compensation shall be subject to approval by University;
- f. Provide reasonable supervision of the services of students participating in the Work-Study Program including reasonable direction to students including details of how work is to be accomplished, and determine that all work assignments are completed;
- g. Permit reasonable visitation by a representative of University;
- h. Organization shall not allow any student to work in excess of forty (40) hours in any week;
- i. Report on a monthly basis to University the time worked by students participating in the program indicating the total hours worked each week with a supervisor’s certification as to the accuracy of the hours reported including whether student’s performance was satisfactory, (see Exhibit B – WSS Payroll Invoicing Procedures);
- j. Pay the student one-hundred percent (100%) of earnings and be reimbursed by University one-hundred percent (100%) of the total compensation for a net reimbursement of one-hundred percent (100%). Organization will report to

University such amounts calculated to cover University's share of the student's compensation showing total expenditures, copy of pay stub or other proof of earnings paid, and the balance due. Organization agrees to provide such information within 45 days of expenditure. Note that for eligibility:

- a. Reading tutors may only be employed in pre-kinder through 6th grade
- b. Math tutors may only be employed in kinder through 9th grade
- k. Be responsible for and pay one hundred percent (100%) of cost of fringe benefits such as sick leave, vacation pay, or holiday pay, or employer's contributions to social security workers' compensation, retirement, or any other welfare or insurance program. , none of which may be counted as part of the wage rate nor included as part of the federal share;
- l. Pay one hundred percent (100%) of any compensation due for overtime work as defined by law;
- m. Pay one hundred percent (100%) of any payments made to students for submission of timesheets after the established June 15 payroll deadline date each year.
- n. Make available to University all records pertaining to the student's employment, and retain such records for a minimum of six years following termination of the student's employment.
- o. Maintain insurance in compliance with the requirements outlined below at all times during the performance of this agreement. A Certificate of Insurance must be issued using the form provided in this packet, or in the case of self-insured agencies, the letter documenting equivalent self-insurance, the Certificate must:
 - a. Provide for thirty (30) days advance written notice to University of modification, change, or cancellation of any off the insurance coverage's.
 - b. Except for workers' compensation Insurance, name The Regents of the University of California as an additional insured. Such provision shall apply in proportion to and to the extent of the negligent acts or omissions of the non-University party or any person or persons under the non-University parties' direct supervision and control.
 - c. Except for workers' compensation Insurance, Organization's insurance shall be primary insurance as respects The Regents of The University of California, its officers, agents, and employees. Any insurance or self-insurance maintained by The Regents of the University of California shall be excess of and non-contributory with this insurance. The certificate or letter must show the following coverage's:

1. General Liability: Comprehensive or Commercial Form (MINIMUM LIMITS) (1) each occurrence \$1,000,000 (2) Products/Completed Operations Aggregate \$1,000,000 (3) Personal and Advertising Injury \$1,000,000 (4) General Aggregate* \$2,000,000 * (not applicable to

comprehensive form). If the above insurance is written on a claims made form, it shall continue for three years following termination on the agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

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3. Workers' Compensation: as required under California state law, employer's liability coverage to be included at a limit of \$1,000,000.

4. Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of University and Service Provider against other insurable hazards relating to performance.

7. University shall:

- a. Determine that students meet the eligibility requirements for employment under the Federal Work-Study Program or the University Work Study Program and authorize students to work for Organization. Ensure that work records are properly documented in keeping with state and federal law and University policy and procedures.
- b. Terminate any student's status as a Work Study Student if the student earns in excess of his or her maximum dollar amount for work-study eligibility.
- c. Maintain at all times during the performance of this agreement general liability insurance or an equivalent program of self-insurance, but only with respect to such liabilities as may arise out of University's activities. A certificate of insurance will be issued to Organization upon receipt of a written request.

8. Term. The term of this agreement shall be from July 1, 2015 continuing through June 30, 2016.

9. Termination. The agreement shall be subject to termination by University upon a seven day advance written notice thereof to Organization.

10. Conflict of Interest. Organization shall comply with the following requirements:

- a. Organization shall not hire any officer or employee of University or of any federal or state governmental entity related to this agreement.
- b. Organization affirms that no actual, apparent, or potential conflict of interest exists, nor will there exist such a conflict of interest between Organization's, its principals' or its family's business or financial interest, and services provided under this agreement.

- c. Organization shall not be a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to Organization's obligations under this agreement.
11. Organization's Records. The following apply to records created or maintained by Organization pursuant to this agreement:
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 12. Use of University's Name. Organization shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
 13. Force Majeure. Neither party shall be liable for damages suffered by the other party because of University's or Organization's failure to perform if failure is due to any cause beyond that party's control.
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UNIVERSITY Financial Aid Office Work Study Coordinator Attn: Robin Gallowglas University of California, Davis 1100 Dutton Hall Davis, CA 95616 E-mail: workstudy@ad3.ucdavis.edu	ORGANIZATION Davis Joint Unified School District 526 B Street Davis, CA 95616 E-mail: jbrunson@djud.net
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15. Federal Exclusion Warranty. Organization warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Nonprocurement Programs (<https://www.sam.gov/index.html/##11>). This agreement shall be subject to immediate termination in the event that Organization is excluded from participation in any federal healthcare or procurement program.

16. Independent Contractor Status. The parties are independent contractors. In the performance of this agreement Organization will not be an agent or employee of University, will not be covered by University's workers' compensation insurance or unemployment insurance, is not eligible to participate in University's retirement programs, nor shall he be entitled to any University benefits.

17. Assignment. Organization may not assign or transfer this agreement, or any interest or claim, without the prior written approval of University, and any decision to grant or withhold such approval shall be within University's sole discretion. The terms and conditions of this agreement shall be binding upon any assignee or transferee.

18. Governing Law. This agreement shall be construed pursuant to California law.

AGREED:

(Name of Organization)

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: _____



By:

Title: Associate Supt. Business Services

Kelly Gilmore
Business & Revenue Contract Manager
Contracting Services
University of California, Davis

Dated: July 28, 2015

Dated:

All Exhibits are by this reference made a part hereof and incorporated herein:

Exhibit A – Employer Process

Exhibit B – Invoicing Process
Exhibit C – Work-Study Hire/Rehire Request
Exhibit D - Sample Invoice

UNIVERSITY OF CALIFORNIA, DAVIS
WORK-STUDY PROGRAM AGREEMENT
Davis Joint Unified School District

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provision of Part C (Work-Study Programs) 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, or, similarly, the provisions of Article 18 of the California Education Code.

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5. Organization shall not:

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- b. If funded by University work-study shall ensure that Deferred Action for Childhood Arrivals (“DACA”) students present a DACA identification card so that Organization, as employer, will verify the identity and work eligibility status of the student.
- c. Comply with Title VI of the Civil Rights Act of 1964 (Pub.L. 88-352) and Title IX of the Educational Amendments of 1972 (Pub.L. 92-318) and the regulations of the Department of Education which implement those Acts, regarding the services and benefits of Organization which involve the work of such students. Organization shall not discriminate between applicants on any basis listed in subdivision (a) of Section 12940 of the Government Code as defined in Sections 12926 and 12926.1 of the Government Code except as otherwise provided in Section 12940 of the Government Code, including, but not limited to discriminating on the basis of race, color, national origin, or sex, nor shall subject any applicant to any other discriminatory practices prohibited by state or federal law.
- d. Provide a written description of each position to be filled and, when requested, a written evaluation of work performed, at the termination of each employment period, or on an annual basis; make available to the institution or to the California Student Aid Commission all records pertaining to the placement of students under this Work-Study Agreement;
- e. Assure compensation to be paid to students participating in the program will be appropriate and reasonable in light of the work to be performed by them. The rate of compensation shall be subject to approval by University;
- f. Provide reasonable supervision of the services of students participating in the Work-Study Program including reasonable direction to students including details of how work is to be accomplished, and determine that all work assignments are completed;
- g. Permit reasonable visitation by a representative of University;
- h. Organization shall not allow any student to work in excess of forty (40) hours in any week;
- i. Report on a monthly basis to University the time worked by students participating in the program indicating the total hours worked each week with a supervisor’s certification as to the accuracy of the hours reported including whether student’s performance was satisfactory, (see Exhibit B – WSS Payroll Invoicing Procedures);
- j. Pay the student one-hundred percent (100%) of earnings and be reimbursed by University one-hundred percent (100%) of the total compensation for a net reimbursement of one-hundred percent (100%). Organization will report to

University such amounts calculated to cover University's share of the student's compensation showing total expenditures, copy of pay stub or other proof of earnings paid, and the balance due. Organization agrees to provide such information within 45 days of expenditure. Note that for eligibility:

- a. Reading tutors may only be employed in pre-kinder through 6th grade
- b. Math tutors may only be employed in kinder through 9th grade
- k. Be responsible for and pay one hundred percent (100%) of cost of fringe benefits such as sick leave, vacation pay, or holiday pay, or employer's contributions to social security workers' compensation, retirement, or any other welfare or insurance program. , none of which may be counted as part of the wage rate nor included as part of the federal share;
- l. Pay one hundred percent (100%) of any compensation due for overtime work as defined by law;
- m. Pay one hundred percent (100%) of any payments made to students for submission of timesheets after the established June 15 payroll deadline date each year.
- n. Make available to University all records pertaining to the student's employment, and retain such records for a minimum of six years following termination of the student's employment.
- o. Maintain insurance in compliance with the requirements outlined below at all times during the performance of this agreement. A Certificate of Insurance must be issued using the form provided in this packet, or in the case of self-insured agencies, the letter documenting equivalent self-insurance, the Certificate must:
 - a. Provide for thirty (30) days advance written notice to University of modification, change, or cancellation of any off the insurance coverage's.
 - b. Except for workers' compensation Insurance, name The Regents of the University of California as an additional insured. Such provision shall apply in proportion to and to the extent of the negligent acts or omissions of the non-University party or any person or persons under the non-University parties' direct supervision and control.
 - c. Except for workers' compensation Insurance, Organization's insurance shall be primary insurance as respects The Regents of The University of California, its officers, agents, and employees. Any insurance or self-insurance maintained by The Regents of the University of California shall be excess of and non-contributory with this insurance. The certificate or letter must show the following coverage's:

1. General Liability: Comprehensive or Commercial Form (MINIMUM LIMITS) (1) each occurrence \$1,000,000 (2) Products/Completed Operations Aggregate \$1,000,000 (3) Personal and Advertising Injury \$1,000,000 (4) General Aggregate* \$2,000,000 * (not applicable to

comprehensive form). If the above insurance is written on a claims made form, it shall continue for three years following termination on the agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

2. Business Automobile Liability: (MINIMUM LIMITS) for Owned, Scheduled, Non-Owned, or Hired Automobiles with combined single limit of not less than \$1,000,000 per occurrence.

3. Workers' Compensation: as required under California state law, employer's liability coverage to be included at a limit of \$1,000,000. .

4. Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of University and Service Provider against other insurable hazards relating to performance.

7. University shall:

- a. Determine that students meet the eligibility requirements for employment under the Federal Work-Study Program or the University Work Study Program and authorize students to work for Organization. Ensure that work records are properly documented in keeping with state and federal law and University policy and procedures.
- b. Terminate any student's status as a Work Study Student if the student earns in excess of his or her maximum dollar amount for work-study eligibility.
- c. Maintain at all times during the performance of this agreement general liability insurance or an equivalent program of self-insurance, but only with respect to such liabilities as may arise out of University's activities. A certificate of insurance will be issued to Organization upon receipt of a written request.

8. Term. The term of this agreement shall be from July 1, 2015 continuing through June 30, 2016.

9. Termination. The agreement shall be subject to termination by University upon a seven day advance written notice thereof to Organization.

10. Conflict of Interest. Organization shall comply with the following requirements:

- a. Organization shall not hire any officer or employee of University or of any federal or state governmental entity related to this agreement.
- b. Organization affirms that no actual, apparent, or potential conflict of interest exists, nor will there exist such a conflict of interest between Organization's, its principals' or its family's business or financial interest, and services provided under this agreement.

c. Organization shall not be a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to Organization's obligations under this agreement.

11. Organization's Records. The following apply to records created or maintained by Organization pursuant to this agreement:

a. Maintenance and dissemination of personal information is governed by the Information Practices Act of 1977 (Civil Code 1798, et seq.) and by University policy. Organization shall collect personal or confidential information directly from the individual. Organization shall inform the individual that a record is being made, the purpose of the record, and shall mark it "Confidential Information".

b. Records containing personal information about individuals, including the sources of the information, are the property of University and subject to University policy and applicable federal and state laws. Organization agrees to deliver all such records to University upon termination of this agreement.

12. Use of University's Name. Organization shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

13. Force Majeure. Neither party shall be liable for damages suffered by the other party because of University's or Organization's failure to perform if failure is due to any cause beyond that party's control.

14. Notice. Any notice required or permitted hereunder shall be sent to the parties via U.S. mail, e-mail, facsimile, or personal service at the addresses shown below. Either party may change its address by written notice to the other during the term.

UNIVERSITY

Financial Aid Office
Work Study Coordinator
Attn: Robin Gallowglas
University of California, Davis
1100 Dutton Hall
Davis, CA 95616
E-mail: workstudy@ad3.ucdavis.edu

ORGANIZATION

Davis Joint Unified School District
526 B Street
Davis, CA 95616
E-mail: jbrunson@djud.net

15. Federal Exclusion Warranty. Organization warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Nonprocurement Programs (<https://www.sam.gov/index.html/##11>). This agreement shall be subject to immediate termination in the event that Organization is excluded from participation in any federal healthcare or procurement program.

16. Independent Contractor Status. The parties are independent contractors. In the performance of this agreement Organization will not be an agent or employee of University, will not be covered by University's workers' compensation insurance or unemployment insurance, is not eligible to participate in University's retirement programs, nor shall he be entitled to any University benefits.

17. Assignment. Organization may not assign or transfer this agreement, or any interest or claim, without the prior written approval of University, and any decision to grant or withhold such approval shall be within University's sole discretion. The terms and conditions of this agreement shall be binding upon any assignee or transferee.

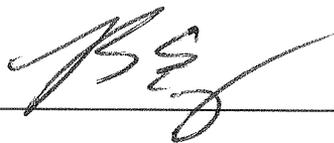
18. Governing Law. This agreement shall be construed pursuant to California law.

AGREED:

(Name of Organization)

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: _____



By:

Title: Associate Supt. Business Services

Kelly Gilmore
Business & Revenue Contract Manager
Contracting Services
University of California, Davis

Dated: July 28, 2015

Dated:

All Exhibits are by this reference made a part hereof and incorporated herein:

Exhibit A – Employer Process

Exhibit B – Invoicing Process
Exhibit C – Work-Study Hire/Rehire Request
Exhibit D - Sample Invoice