

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

BRIEF DESCRIPTION OF CONTRACT: These three UC Davis Work-Study Program Agreements for Community Service, Language Arts and Math continue the partnership with UCD to place students as tutors in DJUSD. The Work-Study Tutoring Program places tutors in AVID programs at secondary sites, at the Davis High School Academic Center, at Harper Junior High School's Bridge Program and at elementary and junior high site-based tutoring programs.

FISCAL IMPACT: The cost of this program is included in the approved budget.

UNIVERSITY OF CALIFORNIA, DAVIS
WORK-STUDY PROGRAM AGREEMENT
(Davis Joint Unified School District – Language Arts)

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 public corporation, hereinafter called University, and Davis Joint Unified School District, hereinafter called 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, 1980, and 1998; 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. Work-Study. The parties shall ensure that the work (“Work-Study”) performed by students shall be related to students’ academic majors, courses of study, or career interests. Organization shall be solely responsible for providing students with appropriate mentorship and educational opportunities when the students are performing work for Organization. Educational opportunities shall consist of field experience in keeping with the University of California’s Academic Senate guidelines.
2. Funds Availability. 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.
3. Payment. Payment by University to Organization during the term hereunder shall not exceed \$300,000
4. Indemnification. The parties shall defend indemnify, and hold one another, their officers, employees, students and agents harmless from and against any and all liability, loss, expenses, 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 omission of the indemnifying party, its officers, employees, students, or agents. This results in proportional liability such that each party is responsible for its own harm.

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. 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;
- b. 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 as may be amended 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.
- c. 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;
- d. 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;
- e. 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;
- f. Permit reasonable visitation by a representative of University;
- g. Organization shall not allow any student to work in excess of forty (40) hours in any week;
- h. 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);
- i. Pay the student one-hundred percent (100%) of student's 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.
- j. 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;
- k. Pay one hundred percent (100%) of any compensation due for overtime work as defined by law;
- l. 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.
- m. 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.
- n. 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 coverages:
 - 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. Other Insurance. In such amounts which from time to time may reasonably be required by the mutual consent of University and Organization 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 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, 2018 continuing through June 30, 2019.

9. Termination. The agreement shall be subject to termination by either party upon seven-day advance written notice thereof to the other party.
10. Conflict of Interest. Organization shall comply with the following requirements:
- Organization shall not hire any officer or employee of University or of any federal or state governmental entity related to this agreement.
 - Organization affirms that no actual, apparent, or potential conflict of interest exists, nor will there exist such a conflict of interest between Organization's, his principals' or his family's business or financial interest, and services provided under this agreement.
 - 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:
- 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".
 - 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
Eah Alina Keomanee
Financial Aid Office
Student Employment Office
University of California, Davis
One Shields Avenue
Davis, CA 95616
Phone number 530-752-7151
Email Address eakeomanee@ucdavis.edu

ORGANIZATION
Bruce Colby
Davis Joint Unified School District
526 B Street
Davis, CA 95616
Click here to enter text.
Phone number 530-757-5300
Email Address cozga@djusd.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 federal healthcare programs (<https://oig.hhs.gov/exclusions/index.asp>) 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:

Click here to enter text.

By: 

Title: Chief Business Officer

Dated: 8/17/18

**THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA**

By: _____

Steven Kobayashi
Interim Associate Director
Procurement & Contracting Services
UC Davis

Dated: 8/22/2018

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

- Exhibit A – Employer Process
- Exhibit B – Invoicing Process
- Exhibit C – Federal Work-Study Off-Campus Hire/Rehire Request
- Exhibit D – Invoice

Employer Process:

To assist both supervisors and students with their off-campus Work-Study employment, The UC Davis Work-Study Coordinator has reviewed and updated procedures. We appreciate your cooperation and your efforts to ensure that our students have a rewarding employment experience with your agency. Please feel free to contact our office if you have any questions about the following processes:

PLEASE NOTE:

Even if you have submitted a list of students that you would like to have continued employment next year, you need to complete the **Hire Confirmation Form** before we can process their paperwork. They may not begin working until you have received the **Work Authorization Email** from our office.

HIRE PROCESS

- The employer first updates the Job Vacancy and posts available position on Aggie Job Link. Send updated job description to the Work-Study Coordinator to ensure all requirements are met.
- For work-study eligibility, prior to beginning interviews, employer verifies with Work Study at workstudy@ad3.ucdavis.edu whether or not the applicant is eligible for work-study employment.
- Once the hiring decision has been made, employer completes the **Hire Confirmation Form** for each student hired and sends it by email to workstudy@ad3.ucdavis.edu.
 - Work Study staff will E-mail the **Work-Study Employment Eligibility form** to the employer. STUDENTS ARE NOT ELIGIBLE TO BEGIN WORK-STUDY EMPLOYMENT UNTIL THE EMPLOYER RECEIVES AUTHORIZATION BY E-MAIL FROM THE WORK STUDY COORDINATOR.
 - NOTE: The **Work-Study Eligibility Form** must be signed by the student and the supervisor and returned to our office BEFORE the student begins employment.
- If a student is to have a break in employment or is ending their employment; the supervisor must notify the Work-Study Coordinator with an effective date.
- Employer must submit to the Work-Study Coordinator a copy of the front and back of the **Employment Authorization Card** for any student who is approved to work under **Deferred Action for Childhood Arrivals**.
- Employer is to ensure that a copy of a new **Employment Authorization Card** is submitted to the Work Study Coordinator immediately upon expiration of the original. Note: Paperwork is **NOT** sufficient, the NEW card is required.

PAYROLL/TIME SHEETS

- The **Hire Confirmation Form** is to be used for ALL changes to the student's employment, including pay increases, and job transfers.
- All time sheets must be legible, completed in ink, and signed at the end of the pay period by both the student and the supervisor.
- All hours must be rounded to the nearest quarter hour (.25, .5, .75).
- It is the supervisor's responsibility to make sure that the time sheet is completed, legible, eligible, and signed before submitting it to Work Study.
- **Supervisors are responsible for ensuring that their Work-Study employees do not exceed their Work-Study balances.** For your convenience upon request, we will provide a spreadsheet to assist you with tracking your student's employment hours.

This spreadsheet should be completed and saved with each student's information (Work-Study award, pay rate, etc.). Each time you submit time sheets to our office the time should be entered into the spreadsheet. This will ensure that you to have an up-to-date Work-Study balance for each student that you employ and that you do not exceed their award.

- Once a student has used his or her entire Work-Study award, the student is no longer eligible for Work-Study employment. If you chose to continue to employ that student, you can no longer invoice the University for the student's costs.

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Invoicing Process:

- Employer sends Invoices for each student after each payroll period to Work Study Coordinator.

NOTE: Invoice is to include time sheet and payroll voucher (i.e. pay stub).

- Work Study Staff will audit for accuracy.
 - If OK, Work Study will process Invoice
 - If NOT OK, Work Study will return to Organization for clarification or correction
- Organization will be reimbursed within 45 days of receipt of accurate invoice.

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Federal Work-Study Off-Campus Hire/Rehire Request

Student Information

Student Name: _____ Student ID: _____

Student Email: _____ Telephone: _____

Job Title: _____ Pay Rate: \$ _____

☐ Hire

☐ Rehire

☐ Pay Increase

☐ Other

If other, please explain: _____

Organization Information

Organization Name: _____

Supervisor Name: _____ Telephone: _____

Supervisor Email: _____

The Organization acknowledges it may not begin employing this student until receipt of the work authorization packet from Work-Study Coordinator. Please email the completed form to Work-Study for processing.

Request authorized by: _____ Date: _____

For Office Use Only

Employer Name: _____

Vacancy Listing #: _____ Work Study Award: _____

Pay Rate: _____ # of Working Hours: _____

UCD #: _____ Work-Study Code: _____

PO #: _____ DPO: _____

Banner RPAAWRD Change Code to Off-Campus: _____

Work-Study Account #: _____

Completed By: _____ Date: _____

75% Invoice Sample Name of Employer Address																																												
INVOICE TO Work Study University of California Davis 1100 Dutton Hall One Shields Ave Davis, CA 95616 (530) 752-7151 Phone (530) 752-6667 (FAX)			Invoice Number: Date: Student ID: Purchase Agreement Purchase Order WS Account																																									
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(Davis Joint Unified School District - Math)

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- 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, 2018 continuing through June 30, 2019.

9. Termination. The agreement shall be subject to termination by either party upon seven-day advance written notice thereof to the other party.
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, his principals' or his 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
Eah Alina Keomanee
Financial Aid Office
Student Employment Office
University of California, Davis
One Shields Avenue
Davis, CA 95616
Phone number 530-752-7151
Email Address eakeomanee@ucdavis.edu

ORGANIZATION
Bruce Colby
Davis Joint Unified School District
526 B Street
Davis, CA 95616
Click here to enter text.
Phone number 530-757-5300
Email Address cozga@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 federal healthcare programs (<https://oig.hhs.gov/exclusions/index.asp>) 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:

Click here to enter text.

By: 

Title: Chief Business Officer

Dated: 8/17/18

**THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA**

By: _____

Steven Kobayashi
Interim Associate Director
Procurement & Contracting Services
UC Davis

Dated: August 22, 2018

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

- Exhibit A – Employer Process
- Exhibit B – Invoicing Process
- Exhibit C – Federal Work-Study Off-Campus Hire/Rehire Request
- Exhibit D – Invoice

Employer Process:

To assist both supervisors and students with their off-campus Work-Study employment, The UC Davis Work-Study Coordinator has reviewed and updated procedures. We appreciate your cooperation and your efforts to ensure that our students have a rewarding employment experience with your agency. Please feel free to contact our office if you have any questions about the following processes:

PLEASE NOTE:

Even if you have submitted a list of students that you would like to have continued employment next year, you need to complete the **Hire Confirmation Form** before we can process their paperwork. They may not begin working until you have received the **Work Authorization Email** from our office.

HIRE PROCESS

- The employer first updates the Job Vacancy and posts available position on Aggie Job Link. Send updated job description to the Work-Study Coordinator to ensure all requirements are met.
- For work-study eligibility, prior to beginning interviews, employer verifies with Work Study at workstudy@ad3.ucdavis.edu whether or not the applicant is eligible for work-study employment.
- Once the hiring decision has been made, employer completes the **Hire Confirmation Form** for each student hired and sends it by email to workstudy@ad3.ucdavis.edu.
 - Work Study staff will E-mail the **Work-Study Employment Eligibility form** to the employer. STUDENTS ARE NOT ELIGIBLE TO BEGIN WORK-STUDY EMPLOYMENT UNTIL THE EMPLOYER RECEIVES AUTHORIZATION BY E-MAIL FROM THE WORK STUDY COORDINATOR.
 - NOTE: The **Work-Study Eligibility Form** must be signed by the student and the supervisor and returned to our office BEFORE the student begins employment.
- If a student is to have a break in employment or is ending their employment; the supervisor must notify the Work-Study Coordinator with an effective date.
- Employer must submit to the Work-Study Coordinator a copy of the front and back of the **Employment Authorization Card** for any student who is approved to work under **Deferred Action for Childhood Arrivals**.
- Employer is to ensure that a copy of a new **Employment Authorization Card** is submitted to the Work Study Coordinator immediately upon expiration of the original. Note: Paperwork is **NOT** sufficient, the NEW card is required.

PAYROLL/TIME SHEETS

- The **Hire Confirmation Form** is to be used for ALL changes to the student's employment, including pay increases, and job transfers.
- All time sheets must be legible, completed in ink, and signed at the end of the pay period by both the student and the supervisor.
- All hours must be rounded to the nearest quarter hour (.25, .5, .75).
- It is the supervisor's responsibility to make sure that the time sheet is completed, legible, eligible, and signed before submitting it to Work Study.
- **Supervisors are responsible for ensuring that their Work-Study employees do not exceed their Work-Study balances.** For your convenience upon request, we will provide a spreadsheet to assist you with tracking your student's employment hours.

This spreadsheet should be completed and saved with each student's information (Work-Study award, pay rate, etc.). Each time you submit time sheets to our office the time should be entered into the spreadsheet. This will ensure that you to have an up-to-date Work-Study balance for each student that you employ and that you do not exceed their award.

- Once a student has used his or her entire Work-Study award, the student is no longer eligible for Work-Study employment. If you chose to continue to employ that student, you can no longer invoice the University for the student's costs.

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Invoicing Process:

- Employer sends Invoices for each student after each payroll period to Work Study Coordinator.

NOTE: Invoice is to include time sheet and payroll voucher (i.e. pay stub).

- Work Study Staff will audit for accuracy.
 - If OK, Work Study will process Invoice
 - If NOT OK, Work Study will return to Organization for clarification or correction
- Organization will be reimbursed within 45 days of receipt of accurate invoice.

THE REST OF THE PAGE LEFT BLANK INTENTIONALLY

Federal Work-Study Off-Campus Hire/Rehire Request

Student Information

Student Name: _____ Student ID: _____

Student Email: _____ Telephone: _____

Job Title: _____ Pay Rate: \$ _____

☐ Hire

☐ Rehire

☐ Pay Increase

☐ Other

If other, please explain: _____

Organization Information

Organization Name: _____

Supervisor Name: _____ Telephone: _____

Supervisor Email: _____

The Organization acknowledges it may not begin employing this student until receipt of the work authorization packet from Work-Study Coordinator. Please email the completed form to Work-Study for processing.

Request authorized by: _____ Date: _____

For Office Use Only

Employer Name: _____

Vacancy Listing #: _____ Work Study Award: _____

Pay Rate: _____ # of Working Hours: _____

UCD #: _____ Work-Study Code: _____

PO #: _____ DPO: _____

Banner RPAAWRD Change Code to Off-Campus: _____

Work-Study Account #: _____

Completed By: _____ Date: _____

75% Invoice Sample Name of Employer Address				
INVOICE TO Work Study University of California Davis 1100 Dutton Hall One Shields Ave Davis, CA 95616 (530) 752-7151 Phone (530) 752-6667 (FAX)			Invoice Number: Date: Student ID: Purchase Agreement Purchase Order WS Account	
Description of Services Request payment for matching contribution of Work Study employee(s) for the following month(s):				
Name of Student	Period	Total Hours Worked	Rate	Gross Pay
Student Name	03/01/17-03/31/17	30.00	\$12.00	\$360.00
Total Hours		30.00	Total Salary	\$360.00
Per UCD Work Study Agreement, your portion 75% of the above:				\$270.00
Minus 25% administrative fee:				\$90.00
PAY THIS AMOUNT>>>>>				\$180.00
Make Check Payable and Mail To:				

UNIVERSITY OF CALIFORNIA, DAVIS
WORK-STUDY PROGRAM AGREEMENT
(Davis Joint Unified School District-Community Service)

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 public corporation, hereinafter called University, and Davis Joint Unified School District, hereinafter called 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, 1980, and 1998; 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. Work-Study. The parties shall ensure that the work ("Work-Study") performed by students shall be related to students' academic majors, courses of study, or career interests. Organization shall be solely responsible for providing students with appropriate mentorship and educational opportunities when the students are performing work for Organization. Educational opportunities shall consist of field experience in keeping with the University of California's Academic Senate guidelines.
2. Funds Availability. 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.
3. Payment. Payment by University to Organization during the term hereunder shall not exceed \$75,000
4. Indemnification. The parties shall defend indemnify, and hold one another, their officers, employees, students and agents harmless from and against any and all liability, loss, expenses, 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 omission of the indemnifying party, its officers, employees, students, or agents. This results in proportional liability such that each party is responsible for its own harm.

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. 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;
- b. 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 as may be amended 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.
- c. 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;
- d. 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;
- e. 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;
- f. Permit reasonable visitation by a representative of University;
- g. Organization shall not allow any student to work in excess of forty (40) hours in any week;
- h. 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);
- i. Pay the student one-hundred percent (100%) of student's 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 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.

- j. 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;
- k. Pay one hundred percent (100%) of any compensation due for overtime work as defined by law;
- l. 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.
- m. 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.
- n. 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 coverages:
 - 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. Other Insurance. In such amounts which from time to time may reasonably be required by the mutual consent of University and Organization 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 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 01, 2018 continuing through June 30, 2019.
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Eah Alina Keomanee
Financial Aid Office
Student Employment Office
University of California, Davis
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Davis, CA 95616
Phone number 530-752-7151
Email Address eakeomanee@ucdavis.edu

ORGANIZATION
Bruce Colby
Davis Joint Unified School District
526 B Street
Davis, CA 95616
Click here to enter text.
Phone number 530-757-5300
Email Address cozga@djusd.net

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

AGREED:

Click here to enter text.

By: _____

Title: _____

Dated: _____

**THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA**

By: _____

Steven Kobayashi
Interim Associate Director
Procurement & Contracting Services
UC Davis

Dated: 8/22/2018

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

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- Exhibit B – Invoicing Process
- Exhibit C – Federal Work-Study Off-Campus Hire/Rehire Request
- Exhibit D – Invoice

Exhibit A

Agreement # A41448

Employer Process:

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PLEASE NOTE:

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HIRE PROCESS

- The employer first updates the Job Vacancy and posts available position on Aggie Job Link. Send updated job description to the Work-Study Coordinator to ensure all requirements are met.
- For work-study eligibility, prior to beginning interviews, employer verifies with Work Study at workstudy@ad3.ucdavis.edu whether or not the applicant is eligible for work-study employment.
- Once the hiring decision has been made, employer completes the **Hire Confirmation Form** for each student hired and sends it by email to workstudy@ad3.ucdavis.edu.
 - Work Study staff will E-mail the **Work-Study Employment Eligibility form** to the employer. STUDENTS ARE NOT ELIGIBLE TO BEGIN WORK-STUDY EMPLOYMENT UNTIL THE EMPLOYER RECEIVES AUTHORIZATION BY E-MAIL FROM THE WORK STUDY COORDINATOR.
 - NOTE: The **Work-Study Eligibility Form** must be signed by the student and the supervisor and returned to our office BEFORE the student begins employment.
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- Employer must submit to the Work-Study Coordinator a copy of the front and back of the **Employment Authorization Card** for any student who is approved to work under **Deferred Action for Childhood Arrivals**.
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Note: Paperwork is **NOT** sufficient, the NEW card is required.

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- Once a student has used his or her entire Work-Study award, the student is no longer eligible for Work-Study employment. If you chose to continue to employ that student, you can no longer invoice the University for the student's costs.

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Invoicing Process:

- Employer sends Invoices for each student after each payroll period to Work Study Coordinator.
NOTE: Invoice is to include time sheet and payroll voucher (i.e. pay stub).
- Work Study Staff will audit for accuracy.
 - If OK, Work Study will process Invoice
 - If NOT OK, Work Study will return to Organization for clarification or correction
- Organization will be reimbursed within 45 days of receipt of accurate invoice.

THE REST OF THE PAGE LEFT BLANK INTENTIONALLY

Federal Work-Study Off-Campus Hire/Rehire Request

Student Information

Student Name: _____ Student ID: _____

Student Email: _____ Telephone: _____

Job Title: _____ Pay Rate: \$ _____

☐ Hire

☐ Rehire

☐ Pay Increase

☐ Other

If other, please explain: _____

Organization Information

Organization Name: _____

Supervisor Name: _____ Telephone: _____

Supervisor Email: _____

The Organization acknowledges it may not begin employing this student until receipt of the work authorization packet from Work-Study Coordinator. Please email the completed form to Work-Study for processing.

Request authorized by: _____ Date: _____

For Office Use Only

Employer Name: _____

Vacancy Listing #: _____ Work Study Award: _____

Pay Rate: _____ # of Working Hours: _____

UCD #: _____ Work-Study Code: _____

PO #: _____ DPO: _____

Banner RPAAWRD Change Code to Off-Campus: _____

Work-Study Account #: _____

Completed By: _____ Date: _____

75% Invoice Sample Name of Employer Address																																												
INVOICE TO Work Study University of California Davis 1100 Dutton Hall One Shields Ave Davis, CA 95616 (530) 752-7151 Phone (530) 752-6667 (FAX)			Invoice Number: Date: Student ID: Purchase Agreement Purchase Order WS Account																																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: left; padding: 2px;">Description of Services</th> <th style="width: 15%;"></th> <th style="width: 15%;"></th> </tr> </thead> <tbody> <tr> <td colspan="5" style="padding: 2px;">Request payment for matching contribution of Work Study employee(s) for the following month(s):</td> </tr> <tr> <td style="width: 30%; padding: 2px;">Name of Student</td> <td style="width: 20%; padding: 2px;">Period</td> <td style="width: 20%; padding: 2px;">Total Hours Worked</td> <td style="width: 15%; padding: 2px;">Rate</td> <td style="width: 15%; padding: 2px;">Gross Pay</td> </tr> <tr> <td style="padding: 2px;">Student Name</td> <td style="padding: 2px;">03/01/17-03/31/17</td> <td style="padding: 2px;">30.00</td> <td style="padding: 2px;">\$12.00</td> <td style="padding: 2px;">\$360.00</td> </tr> <tr> <td colspan="3" style="padding: 2px;"> <div style="text-align: right;">Total Hours</div> <div style="border-top: 1px solid black; border-bottom: 3px double black; width: 100px; margin: 0 auto;">30.00</div> </td> <td style="padding: 2px;"> <div style="text-align: right;">Total Salary</div> <div style="border-top: 1px solid black; border-bottom: 3px double black; width: 100px; margin: 0 auto;">\$360.00</div> </td> <td style="padding: 2px;"> <div style="text-align: right;">\$360.00</div> <div style="border-top: 1px solid black; border-bottom: 3px double black; width: 100px; margin: 0 auto;"></div> </td> </tr> <tr> <td colspan="4" style="padding: 2px;"> <div style="text-align: right;">Per UCD Work Study Agreement, your portion 75% of the above:</div> </td> <td style="padding: 2px; text-align: right;">\$270.00</td> </tr> <tr> <td colspan="4" style="padding: 2px;"> <div style="text-align: right;">Minus 25% administrative fee:</div> </td> <td style="padding: 2px; text-align: right;">\$90.00</td> </tr> <tr> <td colspan="4" style="padding: 2px;"> <div style="text-align: right;"> PAY THIS AMOUNT>>>>> </div> </td> <td style="padding: 2px; text-align: right;"> <div style="border-top: 1px solid black; border-bottom: 3px double black; width: 100px; margin: 0 auto;"> \$180.00 </div> </td> </tr> </tbody> </table>					Description of Services					Request payment for matching contribution of Work Study employee(s) for the following month(s):					Name of Student	Period	Total Hours Worked	Rate	Gross Pay	Student Name	03/01/17-03/31/17	30.00	\$12.00	\$360.00	<div style="text-align: right;">Total Hours</div> <div style="border-top: 1px solid black; border-bottom: 3px double black; width: 100px; margin: 0 auto;">30.00</div>			<div style="text-align: right;">Total Salary</div> <div style="border-top: 1px solid black; border-bottom: 3px double black; width: 100px; margin: 0 auto;">\$360.00</div>	<div style="text-align: right;">\$360.00</div> <div style="border-top: 1px solid black; border-bottom: 3px double black; width: 100px; margin: 0 auto;"></div>	<div style="text-align: right;">Per UCD Work Study Agreement, your portion 75% of the above:</div>				\$270.00	<div style="text-align: right;">Minus 25% administrative fee:</div>				\$90.00	<div style="text-align: right;"> PAY THIS AMOUNT>>>>> </div>				<div style="border-top: 1px solid black; border-bottom: 3px double black; width: 100px; margin: 0 auto;"> \$180.00 </div>
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