

THIS AGREEMENT is entered into this 20th day of September, 2020 or thereafter, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter called "UNIVERSITY," and _____, hereinafter known as the "ORGANIZATION," a federal, state, local public agency or private nonprofit organization (check one), for the purpose of providing work to students eligible for the Federal Work-Study (FWS) Program.

WITNESSETH

WHEREAS, the University participates in the U.S. Department of Education program pursuant to Part C (Work-Study Programs) of Title IV of the Higher Education Act of 1965, as amended, to promote the part-time employment of students in need of earnings from such employment to pursue courses of study at higher education institutions such as the University; and

WHEREAS, the University and the Organization desire that students of the University engage in work for public and private nonprofit organizations (see Exhibit "A") under the Work-Study Program authorized by the Act; and

WHEREAS, the Organization is in a position to utilize Work-Study students;

NOW, THEREFORE, the parties agree as follows:

1. This agreement shall supersede any and all prior Work-Study Program operation agreements between the University and the Organization.
2. The Organization shall utilize students made available by the University who are eligible to participate in the Work-Study Program and who are qualified and acceptable to the Organization. Students may be removed from work assignments from the Organization by the University, either on its own initiative or at the request of the Organization. The specific assignments to be performed by said students and the rate of compensation are to be set forth on the online Job Description, as explained in the Employment Administrative Procedures packet which will be mailed to you upon UCR's approval of this Agreement.
3. The work performed by students shall be in the public interest and shall not:
 - A. Displace employed workers or impair contracts for services;
 - B. Involve political activity or work for any political party; or
 - C. Involve the construction, operation, or maintenance of any facility used for sectarian instruction or as a place of religious worship.
4. The Organization is considered the employer for purposes of this agreement. It has the right to control and direct the services of hired students, not only as to the result to be accomplished, but also as to the means by which the results are to be accomplished. The Organization will determine that the students do perform their work in fact. The University is limited to determining whether students meet the eligibility requirements for employment under the Federal Work-Study program and to assigning students to work for the Organization. As the employer, the Organization shall bear responsibility for Workers' Compensation in case of injury to the students during the course and scope of their employment with the Organization.

Compensation of students for work performed under this agreement will be disbursed and all payment due under Federal or State Social Security laws, or under other applicable laws, as required, except for the payment of employer contributions to Workers' Compensation, will be made by the University unless otherwise required by state law.

5. Indemnification:

The Organization shall defend, indemnify and hold the University, its officers, agents, and employees harmless from and against any and all liability, loss, expense, (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Organization, its officers, agents, or employees.

The University shall defend, indemnify and hold the Organization, its officers, agents, and employees harmless from and against any and all liability, loss, expense, (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, agents, or employees.

6. Insurance:

- A. The Organization, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
 - i. General Liability Self-Insurance Program with a limit of not less than \$1,000,000 per occurrence.
 - ii. Workers' Compensation as required under California State law.

It should be expressly understood, however, that the coverages and limits required under this Paragraph shall not in any way limit the liability of Organization.

The coverages referred to in the above paragraph shall include the University as an Additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the Organization, its officers, agents, or employees. The Organization, upon the execution of this Agreement, shall furnish the University with Certificates of Insurance, evidencing compliance with all requirements. Certificates shall provide thirty (30) days advance written notice to the University of any material modifications, change, or cancellation of the above insurance coverages.

- B. The University shall maintain at all times during the performance of this Agreement programs of self-insurance for liability of The regents of the University of California claims of bodily injury, property damage, or personal injury resulting from the acts or omissions of its employees acting within the course and scope of their employment as defined by the California Tort Claims Act.

7. The Organization agrees to:

- A. Supervise students participating in the Work-Study Program and permit reasonable supervision by a University Representative.
- B. Submit time reports, at least bi-weekly, indicating the total hours worked each week containing the supervisor's certification as to the accuracy of the hours reported. Timesheets will be submitted to the supervisor by the student employee.
- C. Allow no student to work more than an average of twenty (20) hours per week over a quarter, or other term used by the University in awarding credits to the student during which the student is

enrolled in classes (excluding any period during which the student is on academic break; and for not more than thirty-nine (39) hours in any one given week).

- D. Reimburse to University between twenty-five percent (25%) and fifty percent (50%) of the total compensation paid to the students participating in the program, as indicated on the monthly Statement of Account sent by the University. Approved America Reads/Counts students will be funded one-hundred percent (100%) through the Federal Program.
 - E. The Organization will pay the total hourly rate once a Work-Study student employee's earnings exceed his/her Work-Study award. If the student, for any reason, is no longer eligible for work-study, the employer is responsible for the compensation of funds for periods the student has worked.
8. Compensation to be paid to student program participants will be appropriate and reasonable in light of the work performed.
 9. No student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, national origin, or sex. Organization further agrees that it will comply with the provisions of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972 and the regulations of the Department of Education which implement those Acts
 10. This agreement shall be subject to the availability of funds to the University for the portion of the students' compensation not to be paid by Organization. It shall also be subject to the provisions of Part C (Work-Study Programs) of Title IV of the Higher Education Act of 1965, the regulations adopted thereunder, and all legislation and regulations pertaining to the Work-Study Program adopted subsequently.
 11. This agreement may be canceled by either party if there is a failure to comply with the provisions of the Agreement.
 12. The term of this agreement shall be for a period beginning on or after **September 20, 2020**, and ending **June 11th, 2021**, unless terminated earlier by either party by written request.

IN WITNESS THEREOF, the parties here to have executed this Agreement the day and year first above written.

Organization

The Regents of the University of California

Print Name

Jose A. Aguilar, MBA

Title

Director of Financial Aid

Signature

Financial Aid Signature

Date

Date

Name and complete address of who should receive an official copy of the signed agreement.
