

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

FEDERAL WORK-STUDY PROGRAM AGREEMENT

This agreement, entered into this 24th day of February, 2003, by and between:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
a California corporation, hereinafter called "**University,**"
and

a non-profit agency, hereinafter called "**Organization,**"

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

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

1. **Organization** wishes to utilize the services of students referred by the **University** who are eligible to participate in the FWSP and who are qualified and acceptable to **Organization**. The general services to be performed by said students and the rate of compensation therefore are set forth on "Exhibit A" (WORK-STUDY JOB REQUEST FORM), which shall be incorporated herein.
2. **Organization**, and any agents and employees of **Organization**, in the performance of this Agreement, shall act in the capacity of an independent employer and not as officers or employees or agents of University. Students furnished employment by Organization pursuant to this Agreement shall not be considered apprentices, employees, agents, or officers of University.
3. **Organization** shall comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Educational Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implements those Acts.
4. **Organization** shall not deny work or subject to different treatment any student hired under this Agreement on the grounds of race, color, religion, age, ancestry, national origin, sex, sexual orientation, handicap, status as a disabled veteran or Vietnam-era veteran, marital status, medical condition (as defined in Section 12926 of the California Government Code), or citizenship (within the limits imposed by either law or University policy).
5. **Organization** shall not solicit, accept, or permit solicitation of any fee, commission, contribution, or gift from a student as a condition of employment.
6. The work students perform for **Organization** shall be "in the public interest" and shall not:
 - a. Displace, supplant, or replace workers employed by Organization; or
 - b. Impair existing contracts for services; or
 - c. Fill jobs that are vacant because the employer's regular employees are on strike; or
 - d. Involve any partisan or non-partisan political activity associated with a candidate or with a contending faction or group in an election for public party office; or
 - e. Involve employment as a political aide for any elected official; or
 - f. Involve employment for an elected official who is not responsible for the regular administration of Federal, State or local government; or

- g. Involve any lobbying on the Federal or State level; or
- h. Include employment for the U.S. Department of Education; or
- i. Involve the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or religious worship; or
- j. Involve religious/sectarian instruction and/or worship; or
- k. Involve work that primarily benefits the members of an organization that has membership limits, such as a credit union, a fraternal or a religious order, or cooperative, or
- l. Depend upon a student's political support or party affiliation as a condition of employment.

7. **Organization** shall compensate students at an hourly rate of pay that is:

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

8. **Organization** shall:

- a. Supervise and regulate the services and performance of the student; and
- b. Permit reasonable inspection by a representative of **University** to verify the work performed is appropriate and the terms of this Agreement are being fulfilled; and
- c. Provide student(s):
 - 1) Written explanation of:
 - a) Scheduled work hours, work site location; and
 - b) Safety and emergency procedures; and
 - c) Standards of conduct and dress; and
 - d) Applicable policies and procedures of the **Organization**; and
 - e) Defined job duties and responsibilities with methods and priorities for performing same; and
 - 2) Basic, progressive and/or corrective training; and
 - 3) Brief interruptions in work schedules as rest periods, within **Organization's** guidelines and State law, and without denying payment; and

- 4) Avenues of appeal, review and due process to promote a positive working experience; and
 - d. Observe the meal period rule of the California Labor Code (Section 512) and instruct and allow the student to take an unpaid meal period (break) of no less than 30 minutes, if/when the student's work period will exceed 5 continuous hours and to record the meal period on his/her MONTHLY FWSP TIME SHEET(s) in "time-in, time-out" format. The student must be completely relieved of duty during the meal break. By mutual consent, the student and supervisor may waive the meal period rule if the student's work period of not more than 6 continuous hours will complete the day's work.
 - e. Insure an environment free from all forms of harassment, exploitation and intimidation; and
 - f. To the maximum extent possible, allow students flexibility to accommodate their work, class and exam schedules.
9. For each student **Organization** wishes to hire, **Organization** shall receive from, complete, sign and return to **University** the student's:
- a. OFF-CAMPUS WORK-STUDY REFERRAL; and
 - b. WORK-STUDY STUDENT DETAILED JOB DESCRIPTION.
10. Upon receipt of said REFERRAL and JOB DESCRIPTION, duly completed and signed by **Organization's** representative, **University** shall:
- a. Complete all employment procedures for the student in accordance with **University**, State and/or Federal regulation; and
 - b. Issue to **Organization** the student's:
 - 1) LETTER OF CLEARANCE and thereby release the student to commence work; and
 - 2) Initial and subsequent MONTHLY FWSP TIME SHEET(s) on which the student must record actual time worked for **Organization**.
11. **Organization** shall:
- a. Not permit the student to begin work prior to **Organization's** receipt of the student's LETTER OF CLEARANCE as issued by **University**; and
 - b. Assume sole responsibility for payment of the student's wages earned prior to receipt of said LETTER.
12. **University** shall issue to **Organization** written notification of any change in the student's FWSP award as previously reported to **Organization** on the:
- a. OFF-CAMPUS WORK-STUDY REFERRAL; and/or
 - b. LETTER OF CLEARANCE; and/or
 - c. WORK-STUDY REVISION.
13. **Organization** shall:
- a. Not permit the student to earn more than the amount of the student's FWSP award as reported in writing to **Organization** by **University** on the student's:
 - 1) LETTER OF CLEARANCE; and/or
 - 2) WORK-STUDY REVISION; and
 - b. Assume sole responsibility for payment of the student's wage earned in excess of the student's FWSP award.

14. **Organization** shall:

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

15. **Organization** shall:

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

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

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

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

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

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

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

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

20. **Organization** shall provide payment to **University** and shall:

- a. Advance sufficient funds to **University** in anticipation of the student's hours to be worked; or
- b. Submit payment with the student's FWSP TIME SHEET(s); or
- c. Remit within 15 days of receiving an AGENCY POST-PAYROLL REPORT. All amounts owed to the University must be paid by June 30 or the award year.
- d. Assume sole responsibility for payment of student wage if payment to **University** is not made.

21. **Organization** shall:

- a. Pay all employer contributions due under State or local Worker's Compensation laws; and
- b. Provide to **University** verification of Worker's Compensation coverage for the student.

22. **Organization** shall assume sole responsibility for all liability claims, losses, demands and/or actions for on-the-job injury to or death of the student.

23. **University** shall:

- a. Deposit **Organization's** monies as received; and/or
- b. Refund the **Organization's** unused monies upon receipt of written request by **Organization** and within established **University** guidelines.

24. **University** shall, with the close of each payroll period:

- a. Receive and audit **Organization's** FWSP TIME SHEET(s); and
 - 1) As therein recorded, report time (student hours worked) to **University's** Accounting Office; and/or
 - 2) Return to **Organization**, the student's FWSP TIME SHEET(s) and sole responsibility for payment of student wage as referenced in this Agreement:
 - a) For time:
 - (1) Improperly recorded and/or documented on said FWSP TIME SHEET(s); and/or
 - (2) Worked in advance of **Organization's** receipt of the student's LETTER OF CLEARANCE; and/or
 - (3) Worked in excess of the student's FWSP award; and/or
 - (4) Worked, by the graduate student, in excess of twenty hours per week; and/or
 - (5) Worked, by the undergraduate student, in excess of forty hours per week; and/or
 - (6) Worked after student's FWSP eligibility lapses; and/or
 - (7) Worked after the last day of the Work-Study Program Award Period, as noted on the student's LETTER OF CLEARANCE; and/or
 - (8) Reported to **University** after the due day of the last timesheet for the award period, as noted on the student's LETTER OF CLEARANCE; and/or
 - b) When **Organization's** obligation to **University** has not been paid; and
- b. Assess, deduct and pay all payroll taxes other than Worker's Compensation; and
- c. Issue the student's payroll check on the first day of the month following the close of the payroll period; and
- d. Contribute, from the University's FWSP funds, sixty percent (60%) of the gross wage paid to the student.

25. Following each payroll period, **University** shall issue to **Organization** an AGENCY POST-PAYROLL REPORT and therein record all student payroll and agency account activity performed during the period by **University** for the **Organization**.

26. **Organization** shall pay the student for all hours worked and not accept as voluntary any services rendered by the student as so proscribed by the Fair Labor Standards Act of 1938 and as amended.

27. **University** shall recognize student eligibility for overtime wage; but University shall require **Organization** to assume sole responsibility to pay overtime wage. For purposes of this Agreement, **University** shall

