

**UNIVERSITY OF CALIFORNIA, SAN FRANCISCO
FEDERAL WORK-STUDY PROGRAM CONTRACT**

THIS AGREEMENT, entered into this _____, by and between the REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, _____ a non-profit organization, hereinafter called "Organization."

WITNESSETH

WHEREAS, University has applied for a grant by the U.S. Commissioner of Education pursuant to Part C (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, particularly students from low-income families, who are in need of earnings from such employment to pursue courses of study at institutions of higher education such as University; and

WHEREAS, University and Organization desire that certain of the University's students engage in work for public and private non-profit organizations under the Federal Work-Study Program authorized by the Act; and

WHEREAS, Organization is in a position to utilize the services of such students;

NOW, THEREFORE, the parties hereto agree as follows:

1. Organization shall utilize the services of students furnished by University who are eligible to participate in the Federal Work-Study Program and who are qualified and acceptable to Organization. The specific services to be performed by said students and the rate of compensation therefore are set forth in the written job description provided by the Organization and the Off-Campus Federal Work-Study Program Agreement.
2. The work performed by such students shall be in the public interest and shall not:
 - a. Displace employed workers or impair existing contracts for services; nor fill positions that are vacant because the employer's regular employees are on strike;
 - b. Involve any partisan or non-partisan political activity associated with a candidate or with a contending faction or group in an election for public or party office;
 - c. Involve any lobbying on the Federal level; and
 - d. Involve the construction, operation, or maintenance of so much of any facility as is used or is to be used for sectarian instruction or as a place for religious worship.
3. Organization agrees to:
 - a. Reasonably supervise the services of students participating in the Federal Work-Study Program and permit reasonable supervision by a representative of University.
 - b. Make a report to University of time worked by students participating in the program indicating the total hours worked each week and containing the supervisor's certification as to the accuracy of the hours reported and of satisfactory performance on the part of the students, at least monthly;
 - c. Allow no student to work for 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 vacation), and for not more than forty (40) hours in any week; and,
 - d. Pay to the University twenty-five percent (25%) of the total compensation to be paid to the students participating in the program at such times as are agreed upon with University in writing. Reimburse the University for all payments due as an employer's contribution under State or local workmen's compensation laws, under Federal or State Social Security laws, or under other applicable laws and under University payroll and benefit assessment policy, as required.
 - e. Not to permit the students to earn more than the amount of their permissible Work-Study eligibility.
 - f. Shall be responsible for payment of 100% of wages earned in excess of student's stated eligibility.
4. In accordance with Title IV of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, the services and benefits of Organization which involve the work of such students shall be available to all persons regardless of race, color, national origin, or sex. No student shall be denied participation in the Federal Work-Study Program because of race, color, national origin, or sex.
- 5A. University shall defend, indemnify, and hold Organization, its officers, employees, and agents harmless from and against any and all liability, loss, expense, attorneys fees, or claims for injury or damages arising out of the performance of this contract, 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 University, its officers, employees, or agents.
- 5B. Organization shall defend, indemnify, and hold University, its officers, employees, and agents harmless from and against any and all liability, loss, expense, attorneys fees, or claims for injury or damages arising out of the performance of this

contract, 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 Organization, its officers, employees, or agents.

- 6A. Both parties shall maintain at all times during the performance of this agreement liability insurance with the following minimum amounts for each occurrence:
- a. General Liability
 - I. Comprehensive or Commercial Form \$ 500,000
 - II. Products/Completed Operations Aggregate \$5,000,000
 - III. Personal and Advertising Injury \$1,000,000
 - IV. General Aggregate \$5,000,000
- 6B. Both parties shall maintain workers compensation as required under California State Law.
- 6C. Both parties agree to acquire such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the University and the Organization against other insurable hazards relating to performance.
- 6D. Organization agrees to name the "Regents of the University of California" as an additional insured. Prior to the commencement of this contract, Organization agrees to provide the University with a Certificate of Insurance showing such insurance to be in force and naming the "Regents of the University of California" as an additional insured.
7. This 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 provisions 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.
8. This agreement may be canceled by either party if there is a failure to comply with the provisions of this agreement.
9. This agreement shall terminate on the _____, unless sooner terminated, and shall be subject to extension by the mutual agreement of the parties hereto in writing.

In WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written

Organization

By: _____

Please Print

Title

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: _____
Director, Student Financial Aid