

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
COLLEGE FEDERAL WORK-STUDY PROGRAM
OFF-CAMPUS AGENCY AGREEMENT

THIS AGREEMENT, entered into this 1st day of August, 2016 by and between SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, a subdivision of the State of California, hereinafter called "District," and Pacific School District, hereinafter called "Agency," for the purpose of providing work to students eligible to participate in the College Work-Study Program.

WITNESSETH

WHEREAS, District has applied for a grant by the U.S. Commissioner of Education pursuant to Part C (Work-Study Programs) of Title IV of the Higher Education Act of 1965, as amended to stipulate and promote the part-time employment of students, particularly those with great financial need, who are in need of earnings from such employment to pursue courses of studies at institutions of higher education such as District:

WHEREAS, District and Agency desire that certain of the District's students engage in work for public and private non-profit organizations (as defined by the IRS) under the Work-Study Program authorized by the Act:

WHEREAS, Agency is in a position to utilize the services of such students:

NOW THEREFORE, the parties hereto agree as follows:

1. Agency agrees that no student will be denied work or be subjected to different treatment under this Agreement on the grounds of race, color, sex, national origin, or sexual orientation, and that it will comply with all applicable federal, state, and local laws, including the Civil Rights Act of 1964 (Public Law 88-352; 78 Statute 252) and Title IX of the Educational Amendments Act of 1972 (Public Law 92-318) and the Regulation of the Department of Labor which implements those acts. It is the responsibility of the Agency to maintain a working environment free from sexual harassment and all forms of sexual intimidation and exploitation. It is also the responsibility of the Agency to maintain a working environment free from drugs in accordance with the requirements of the Federal Drug-Free Workplace Act of 1988.
2. The District agrees to make a reasonable effort to supply students of appropriate capability but in no event does the District warrant the performance of these students engaged in work for Agency. The specific services to be performed by said students and the rate of compensation are therefore set forth in the Federal Work-Study Employee Request Card (Exhibit A attached hereto and by reference made a part hereof) and Federal Work-Study Resume/Contract (Exhibit B attached hereto and by reference made a part hereof) and pursuant to current District's pay rates for students.
3. Agency agrees that the work performed by such students shall be in the public interest and shall not:
 - a. Displace or supplant employed workers or positions budgeted for regular employees, impair existing contracts for services, nor fill positions vacant because the Agency's regular employees are on strike; or

- 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; or
- c. Involve any lobbying on the Federal, State, or local level; or
- d. Include employment or services for U.S. Department of Education; or
- e. 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 of religious worship; or
- f. Be, at any time, performed on a voluntary basis by the student without record of time worked or without full agreed upon compensation.

4. Agency further agrees to:

- a. Provide a written job description of each job to be filled and make available to the District records pertaining to the placement of students under this Agreement;
- b. Provide on-site supervision of the work performed by student participating in the Work-Study Program and permit reasonable inspection by a representative of the District;
- c. Provide to the District monthly reports on the time sheets provided by the District indicating the number of hours worked each week and containing the supervisor's certification as to the accuracy of the dates and number of hours reported;
- d. Submit the time sheets to the District on time and according to the schedule and format set by the District;
- e. Allow no student to work more than an average of twenty (20) hours per week when regular District classes are in session during any one semester; when District classes are not in session, the student may work up to seven and one-half hours per day and up to thirty-seven and one-half hours per week;
- f. Notify the District, in writing, of the date and reason for termination of any Work-Study student;
- g. Not permit the student to earn more than the amount of his/her permissible Work-Study eligibility as stated in the District's Job Referral Notification (Exhibit C attached hereto and by reference made a part hereof) or most recent written District notification;

5. District agrees to:

- a. Disburse all compensation to student for work performed under this Agreement. No student, however, will be compensated for fringe benefits such as holiday pay, sick leave, or vacation.
- b. Immediately notify Agency of the student's ineligibility for continued employment due to reduction of or disqualification for financial aid.
- c. Provide Workers' Compensation coverage for the student.
- d. Ensure that all students employed by the Agency will comply with the California fingerprinting process prior to the placement.
- e. Ensure that students must have documentation of either negative TB skin test or negative chest X-ray within past year prior to the placement.

6. To the extent authorized by law, the Agency shall indemnify, hold harmless and defend the District, its officers, agents, and employees against all liability, claims, losses, demands or actions for injury to or death of persons or damage to property arising out of or in consequence of this Agreement, provided such liability, claims, losses, demands or actions for injury to or death of persons or damage to property are due to the acts or omissions of the Agency, its officers, agents, or employees in the performance of this Agreement.

7. To the extent authorized by law, the District shall indemnify, hold harmless and defend the Agency, its officers, agents, and employees against all liability, claims, losses, demands or actions for injury to or death of persons or damage to property arising out of or in consequence of this Agreement, provided such liability, claims, losses, demands or actions for injury to or death of persons or damage to property are due to the acts or omissions of the District, its officers, agents, employees or student participants (but only when under the District's direct supervision or control) in the performance of this Agreement.
8. The Agency shall procure and maintain during the life of this Agreement, public liability insurance, or equivalent self-insurance, which provides for injuries including accidental death, per any one occurrence in an amount not less than \$1,000,000, and \$2,000,000 aggregate; and, property damage insurance, or equivalent self-insurance, in an amount not less than \$1,000,000 per occurrence. The San Mateo County Community College District shall be named by endorsement to such liability insurance policies as additional insured but only with respect to such liabilities as may arise out of the Agency's activities under this Agreement.
9. Certificates of Insurance, required herein shall provide that if the policy or policies be canceled by the insurance company or the Agency during the term of the contract, thirty (30) days written notice prior to the effective date of such cancellation will be given to the District's Executive Vice Chancellor. Certificates of Insurance shall be delivered prior to effective date of this Agreement to District's Office of the Executive Vice Chancellor, 3401 CSM Drive, San Mateo, CA 94402.
10. The Agency shall have in effect, during the entire life of this Agreement, Liability Insurance providing full statutory coverage.
11. It is agreed that the Agency shall have the right and power to relieve the student from any or all duties covered by the Agreement and the student has the right to terminate his/her employment upon reasonable notification to District.
12. This Agreement shall be subject to the availability of funds to the District for the student's compensation. It shall also be subject to the provisions of Part C (Federal Work-Study Programs) of Title IV of the Higher Education Act of 1965, as amended, and shall be subject to regulations implementing such legislation.
13. This Agreement does not guarantee student participation but sets the conditions under which the District may refer eligible students who wish to participate in the Federal Work-Study program in a job submitted by the Agency.
14. This Agreement may be cancelled by either party in writing if there is failure to comply with the provisions of this Agreement.
15. This Agreement shall commence on August 1ST, 2016 and terminate on June 30, 2017 unless sooner cancelled or unless extended by mutual agreement in writing of the parties hereto.

16. All notices to be given between the parties hereto shall be in writing and may be served by depositing the same in the United States mail, postage prepaid and registered or certified and addressed to:

"DISTRICT"

San Mateo County Community College District
James W. Keller, Executive Vice Chancellor
3401 CSM Drive
San Mateo, CA 94402

"AGENCY"

17. This Agreement represents the entire agreement and understanding between the parties and supercedes any prior agreement or understanding. This Agreement may be modified only by written amendment, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

SAN MATEO COUNTY COMMUNITY
COLLEGE DISTRICT

By _____
James W. Keller, Executive Vice Chancellor

Date _____

Federal Tax Identification Number 94-3084147

AGENCY: Pacific
School District

By: Ray Avila
Ray Avila - Associate Supt.
Name/Title of Authorized Signature

Date 6/15/16

#94-3088401
Federal Tax Payer Identification Number