



OFF-CAMPUS WORK-STUDY PROGRAM

LETTER OF AGREEMENT

This Letter of Agreement (the "Agreement") covers an Off-Campus Employer's Participation in the University of Redlands Work-Study Program.

This Agreement forms the basis of understanding between the University of Redlands (hereinafter known as the "University") and the Employing Organization specified below (hereinafter known as the "Employer") in order to delineate the responsibilities and obligations of each party to this Agreement."

Name of Employer: City of Redlands

State Tax Number: 95-6000766

Address: 35 Cajon Street, Suite 10

PO Box 3005

Redlands, CA 92373

This Agreement becomes effective on the date executed by the University.

ARTICLE I - GENERAL PROVISIONS

A. The University agrees:

1. To determine the Employer's eligibility to participate in the program.
2. To review the Work-Study positions offered and determine whether they are appropriate for students.
3. To screen and refer only eligible students to prospective employers.
4. To provide the Employer and each applicant for a Work-Study position with adequate information to facilitate proper placement.
5. To reimburse the Employer **60%** of a minimum Program wage of **\$8.75** per hour up to the limit of the student's financial aid work award (**gross earnings**) for work-study positions. The University will inform the Employer of each student's total financial aid work award at the beginning of each placement. The University will also monitor each student's gross earnings against their total financial aid work award, on a periodic basis, to ensure that they do not exceed their limit. The University will inform the Employer when any student's gross earnings are within 75% of their work award limit.
6. To reimburse the Employer within 30 days of the date claim for reimbursement is received by the University.

7. To notify the Employer of any student who may become ineligible to participate in the Program.

The Employer agrees:

1. To comply with all Program requirements as stated in this agreement and the University of Redlands Off-campus program guidelines.
2. To utilize, to the extent the Employer is able, the services of qualified students referred by the University, who are eligible to participate in the Work-Study Program.
3. To submit a completed Employer Position Description Form, which details the following information:
 - a. The total number of positions available;
 - b. A job description, including the suggested rate of pay;
 - c. The skills required of the prospective Work-Study Employee;
 - d. Desired work schedule (days and hours per week).
4. To interview prospective work-study students, if desired, following the execution of this agreement.
5. That the Employer shall not discriminate among applicants on the basis of race, color, sex, religion, or national origin, or subject any applicant to any other discriminatory practices prohibited by state or federal law.
6. That the Employer shall assure that each Work-Study position meets the following conditions:
 - a. **The hours of employment shall not exceed a maximum of 12 hours per week while classes are in session.** Final exam periods and recognized school breaks are considered "No-Work" periods for students. *Note: Exceptions must be cleared with the University's Student Employment Office.*
 - b. To record and maintain and provide the University with an accurate accounting of hours worked and wages earned on Student Time Sheets and Compensation Forms provided by the University;
 - c. The total **gross** compensation received by each student participant shall not exceed the total amount authorized by the University. If the Employer permits a student to earn monies in excess of the amount for which the student is eligible, the Employer is not eligible for any reimbursement of any portion of the excess earnings;
 - d. The work performed by the students shall not displace employees or replace regular employees who are on strike; involve any partisan or nonpartisan political activity associated with a faction in an election for public or party office; benefit primarily members of a limited membership organization such as a credit union, a fraternal or religious order; involve work for an elected official as a political aide or work for an elected official; or involve the construction, operation, or maintenance of any part of a facility used, or to be used, for sectarian instruction of religious worship.
 - e. To provide the student with reasonable training and supervision to adequately perform the work. **In addition, the Employer agrees to educate student workers about on the job safety and proper reporting procedures.** The Employee shall notify the University of any injuries sustained by the student worker(s) during the course of their duties.
7. That the Employer for the purposes of this Agreement further agrees to:

- a. Complete the appropriate INS Form I-9 and W-4 Tax Forms for each student hired;
 - b. Pay directly to employed students their total earned compensation, less appropriate deductions;
 - c. Assume the cost of any employee benefits, including all payments due as an employee's contribution under the state Workers' Compensation laws, Federal Social Security laws, and other applicable laws;
 - d. Submit to the University's Student Employment Office all required payroll information on Student Time Sheets and Compensation Forms to claim reimbursement;
 - e. Claim reimbursement only for wages
 - i. paid to students certified as eligible by the University; and
 - ii. that do not represent hours of work in excess of the maximum number of hours subject to reimbursement under this Agreement; or for commission, bonuses, or other special compensation paid to the student; or for wages earned or paid but not reported to the University within 45 days; and
 - iii. For actual hours worked by the student. Work-Study Program compensation shall not include payment for vacation time, holiday pay, sick leave, union dues, jury duty, etc.
 - f. Make payroll records for students, paid under the Work-Study program, available to authorized University staff for audit purposes.
 - g. Provide a brief written evaluation, on a form provided by the University, of the performance of each student on an annual basis or upon termination of employment.
8. To notify the University of any change affecting the student's employment. The University should be notified if a student is not performing satisfactorily or if other adjustments are necessary to affect a better working relationship.
 9. The University of Redlands assumes no liability for students employed at any off-campus work-study location.

ARTICLE II - TERMINATION

- A. This Agreement shall be subject to the availability of University funds for the program and the employment needs of participating Employers.
- B. This Agreement may be amended upon mutual written consent of the Employer and the University.
- C. This Agreement may be terminated by either party if there is failure by the other party to comply with the provisions of this Agreement.
- D. This Agreement will remain in effect until terminated on 30 days written notice by either party.

ARTICLE III – INDEMNIFICATION

The Employer agrees to defend, indemnify and hold harmless the University, its officers, agents and employees, from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the employment of University student workers, but only in proportion to and 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 Employer, its officers, agents or employees.

The University shall defend, indemnify, and hold harmless the Employer, its officers, agents, and employees from and against any and all liability, loss, expense (including reasonable 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 omissions of the University, its officers, agents, or employees.

ARTICLE IV – INSURANCE

The Employer agrees that its general liability insurance policy, which has been obtained at its sole cost and expense, will cover UNIVERSITY participating student workers while they perform their employment related duties on the Employer's premises, as outlined in this Agreement.

For more information or questions, contact the University's Director, Student Employment by calling (909) 748-8240 or writing. Correspondence should be sent to:

Student Employment Office
University of Redlands
1200 E. Colton Avenue
P.O. Box 3080
Redlands, CA 92373-0999

PROVISIONS FOR SIGNATURES ON THE NEXT PAGE

University of Redlands

For the Employer

ATTEST:

By: Kathryn Wood
Director, Student Employment



By: Employer Representative



Sam Irwin, City Clerk

Mayor ProTem

Title (Please print)

09/03/2013

Date

Date