

FEDERAL WORK-STUDY PROGRAM
SOCIAL WORK
OFF-CAMPUS ORGANIZATION CONTRACT 2008-2009

Admission and
Financial Aid

This AGREEMENT is entered into this 30th day of June, 2008, in the City of Anaheim,
County of Orange State of California, by, University of Southern California, (hereinafter called the
"University") and Anaheim Union High School District (AUHSD)

_____, a

public organization, private non-profit organization,
 Other _____ (check one),

(Hereinafter called "Agency").

WHEREAS:

The University has applied for a grant from the U.S. Commissioner of Education pursuant to Title IV, Part C, of the Higher Education Act of 1965, P.L.2 89-329, as amended by the Education Amendments of 1972, 1976, 1980, 1986 & 1992. P.L.2 92-318 (See Work-Study Programs: 42 U.S.C. SS2751-2756A); and,

The purpose of that grant is to stimulate and promote the part-time employment of students in institutions of higher education who are in need of the earnings from such employment to pursue courses of study at such institutions; and,

The University and Agency desire that certain of the University's students engage in work for public and private non-profit organizations, such as Agency, under the Federal Work-Study program authorized by the act; and, Agency is in a position to utilize the services of such students; and,

The University, in consideration for Agency utilizing University's students as further provided herein, as bargained for by the University, agrees to provide eligible students to Agency for employment; and, Agency, in consideration for University agreeing that Agency shall receive the services and benefits accruing from such student workers, as bargained for by Agency agrees to employ the students as outlined herein;

NOW THEREFORE:

In consideration of the mutual promises contained herein, the University and Agency agree as follows:

1. Agency shall utilize the services of students furnished by the University who are eligible to participate in the Federal Work-Study Program and who are qualified and acceptable to Agency. The specific services to be performed by said students are set forth in the 'Information Regarding An Off-Campus Federal Work-Study Job' form hereto and incorporated into this agreement as thoughtfully set forth, or the previously approved 'Job Description' form on file with the University's School of Social Work. Students performing services for Agency may not perform any services unless the services are part of the 'Information Regarding an Off-Campus Federal Work-Study Job' form under this agreement, or the previously approved 'Job Description' form.

2. The work performed by all work-study students shall be in the public interest and shall be consistent with the purposes of Title IV, Part C, of the Higher Education Act of 1965. Work in the public interest is work performed for the national or community welfare rather than work performed to benefit a particular interest or group.

3. The work performed at the work-site by work-study students shall NOT be work that:

- (a) Is otherwise provided for by other employees; or,
- (b) Displaces employed workers or impairs existing contracts for services; or,
- (c) Involves 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,
- (d) Involves the construction, operation, or maintenance of that part of any facility used, or planned to be used, for sectarian instruction or as a place for religious worship. The particular position to which the student is assigned must not involve in any way the sectarian instruction or the religious activities of an organization; or,
- (e) Pays any wage to students employed that is less than the current Federal minimum wage as mandated by section 206(a) of title 29; or
- (f) Fills jobs that are vacant because the employer's regular employees are on strike.

4. The services and benefits of Agency which involve the work of students shall be available to all persons regardless of race, color, religion, sex or national origin.

5. Compensation for work performed will be paid by the University's School of Social Work. Compensation to be paid to students participating in the Work-Study program shall be appropriate and reasonable in light of type of work to be performed and the proficiency of the employee. Such compensation shall also conform to the University's Federal Work-Study Pay Scale for the position as evaluated by the University's School of Social Work.

6. Agency shall be considered the employer for purposes of this agreement. Agency may control and direct the services of the student, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished.

7. Agency understands and agrees that:

- (a) Students who are eligible to participate in the Work-Study Program are those students who are enrolled at least half-time at the University and have been granted a Work-Study award by the University's Financial Aid Office.
- (b) The amount of a student's Federal Work-Study award is the amount of total gross earnings the student may earn while working under workstudy position(s) during the designated time period of the award.

8. Agency shall:

- (a) Comply with Title VI and VII of the Civil Rights Acts of 1964 and Title IX of the Education Amendments of 1972, and subsequent amendments thereof.
- (b) Be classified as a non-profit organization. In order to be considered a non-profit organization, Agency must be incorporated as such under applicable state law and the Internal Revenue Service must have determined Agency to be Tax Exempt organization under applicable Internal Revenue Service policies and guidelines.
- (c) Not solicit or permit to be solicited from any student: 1. fees; 2. dues of any kind; 3. compensation of any kind; 4. a commission of any kind; 5. a gift or gratuity of any kind as a condition or prerequisite for a student's employment.
- (d) Provide all the required employee entitlements mandated by law or regulation.
- (e) **Not allow students to begin Work-Study jobs, until this agreement is approved and signed by an authorized representative of the University.**
- (f) Be solely responsible for paying all compensation due to any University student for any non-voluntary work performed by any University student prior to the completion all terms and conditions required by this agreement.
- (g) Reasonably supervise the services of student(s) participating in the Federal Work-Study Program and permit reasonable inspection by a representative of the University.
- (h) Provide all the required employee benefits mandated by law or regulation, including but not limited to worker's compensation. If an injury is not caused by the University's direct negligence, the Agency agrees to indemnify and hold harmless, the University of Southern California of any claims and damages.
- (i) Not allow any student to work more hours in any week than the University allows, as follows: Up to 20 hours per week during enrollment periods; up to 40 hours per week during non-enrollment periods. Enrollment periods shall be defined as any period in which regular class attendance is required; non-enrollment periods shall be defined as any period of vacation or class break.
- (j) Students working more than 3.5 consecutive hours shall be allowed a 10 minute paid break. Students working more than 5 consecutive hours shall take a 30 minute non-paid meal break if the total work period exceeds 6 hours. However, if the total work period is six hours or less, the student may waive the right to the meal break.
- (k) Overtime rates apply to hours worked over 8 in one day. Hours in excess of 12 in one day are paid at double the regular rate. All other overtime is paid at one and one-half the regular rate.
- (l) Follow the University bi-weekly payroll schedule when submitting OTiS - Online Timekeeping System (In/Out Template) reports to the University's School of Social Work.
- (m) Verify all student employees' OTiS - Online Timekeeping System (In/Out Template) reports and submit to the University a bi-weekly OTiS - Online Timekeeping System (In/Out Template) report of the hours worked by each student participating in the program. Said OTiS - Online Timekeeping System (In/Out Template) reports shall be verified by the work-study student employee and one of the authorized signatories indicated on the 'Authorized Signers' form prior to being submitted to the University. The University shall not process any time sheets that have not been verified by an authorized signatory. In the event that the authorized signatories change, Agency shall file with the University's School of Social Work a new 'Authorized Signers' form, which form shall include the endorsement of the new authorized signatory(ies).

- (n) Once the student has utilized his or her entire work-study award amount, that student shall be terminated as a participant in the Off-Campus Work-Study Program and the University shall no longer accept any OTiS - Online Timekeeping System (In/Out Template) reports submitted for that student, nor shall the University be in any way responsible for making any further payment to any such students. At such time, Agency may add the student employee to Agency's own payroll system and accept all payroll liability for any student if Agency wishes to retain the student as an employee.
- (o) If the University should erroneously accept a student's OTiS - Online Timekeeping System (In/Out Template) reports from Agency after such student participant in the program has utilized his or her entire work-study amount or if University should erroneously pay any compensation to a student participating in the program after such student has utilized his or her entire work-study amount, the School of Social Work shall be required to reimburse the student one hundred percent (100%) of such erroneous compensation.
- (p) The School of Social Work shall inform the student of the existing Work-Study award balance at least monthly. Any student who has a conflict regarding an OTiS - Online Timekeeping System (In/Out Template) report or award balance should contact his or her Agency supervisor. The supervisor shall then contact the University's School of Social Work in order to correct the discrepancy.
- (q) Inspect the work site and complete the form entitled "Job-Site Inspection Form" attached hereto and incorporated into this agreement as though fully set forth (Attachment A) as requested by the university.

9. University will be responsible for:

- (a) Determination of the student's eligibility for a Work-Study award.
- (b) Payment of student's salary on behalf of Agency until such time as the student has earned the amount of his or her Work-Study award.

10. The University may have access to Agency's records related to the Federal Work-Study Program, including, but not limited to student's OTiS - Online Timekeeping System (In/Out Template) reports.

11. The University may terminate the student's employment at the agency on its own initiative or at the request of the Agency.

12. The University may terminate this Agreement and be relieved of all of the terms and conditions of this agreement, should Agency fail to perform any of the terms, conditions or covenants herein contained at the time and in the manner herein provided, without providing Agency any opportunity to cure any such breach. In the event of any such termination, the University may take such steps as are reasonably necessary to ensure that the student retains eligibility for the Work-Study Program and to carry out the intended purpose of this agreement. Any costs associated with such action by the University, shall be paid by Agency upon demand of the University.

13. This Agreement shall be subject to the availability of funds for the portion of the student's compensation to be paid by University and not reimbursed by Agency. This agreement shall also be subject to the provisions of the Higher Education Act of 1965, as amended, and all the regulations promulgated thereunder.

14. This Agreement is not assignable by Agency either in whole or in part.

15. This Agreement constitutes the sole and exclusive contract between the parties and there are no oral agreements or understandings of any kind. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless agreed upon in writing and signed by the authorized representative of both Agency and the University.

- 16. This Agreement shall terminate on the last day that students are eligible to work for 2008-2009 Work-Study funds in accordance with University policy, unless sooner terminated.
- 17. This Agreement shall be effective as of the date it is approved by the University and signed by an authorized representative.
- 18. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, EXEMPLARY DAMAGES OF ANY KIND, LOST GOODWILL, LOST PROFITS, LOST BUSINESS AND/OR ANY INDIRECT ECONOMIC DAMAGES WHATSOEVER REGARDLESS OF WHETHER SUCH DAMAGES ARISE FROM CLAIMS BASED UPON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY OR OTHER LEGAL THEORY), A BREACH OF ANY WARRANTY OR TERM OF THIS AGREEMENT, AND REGARDLESS OF WHETHER A PARTY WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF INCURRING SUCH DAMAGES IN ADVANCE.

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

Anaheim Union High School District
 (Agency)

 (Signature-Authorized Signer)

Dave Cowen
 (Name Printed)

Assistant Superintendent, Administrative Services
 (Title)

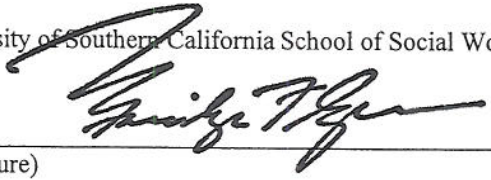
 (Signature-Authorized Signer)

 (Name Printed)

 (Title)

 (Date)

University of Southern California School of Social Work


 (Signature)

University of Southern California
 Dennis Dougherty, Senior Vice President, Finance and CFO


 (Signature)

6/30/08
 (Date)

2008-2008 USC Off-Campus Federal Work Study

Job-Site Inspection Form

Agency: ANAHEIM UNION HIGH SCHOOL DISTRICT

Location Inspected: DISTRICT

Inspected by: DR. D.E. BAUMEISTER, LCSW (City, State, Zip Code) Date: 17 JULY 2008

Please inspect all areas where USC work-study students will be working. If there is more than one physical location (address) where students will be working, please copy this form and complete a separate copy for each location. This checklist was developed using the safety programs and policies required by CAL-OSHA. This checklist targets the specific areas where we believe that work-study students may be at risk and is not intended to exclude any other areas that are required to be inspected by any state or federal agencies. This list is not intended to replace any safety programs and policies currently used by your agency.

Yes No N/A

1. All work areas are maintained in an organized manner to prevent over-reaching.
2. Floors are maintained in a dry condition.
3. Aisles and exits are clear of obstructions.
4. All exits are marked and the main building exit signs are well lit.
5. All fire extinguishers are properly maintained, fully charged, easily accessible, and tagged.
6. Storage of Heavy materials is kept close to the floor.
7. All equipment, cabinets and bookshelves are bolted into place.
8. All bookshelves have earthquake restraints to prevent books from falling.
9. Cabinets are filled from the bottom up to prevent top heaviness.
10. Desk and file cabinet drawers are kept closed when not in use.
11. All electrical equipment is maintained properly and no outlets are overloaded.
12. Cords across the floor are covered to protect the cords as well as office workers.
13. Desks, chairs and computers are positioned at proper heights and locations for each office worker.
14. Emergency phone numbers are posted around the office.
15. Chemicals (duplicating fluid, paints, solvents, etc.) are stored in a designated location and only authorized workers handle them.
16. All chemical containers are clearly marked with the complete chemical name, primary hazard, target organs and manufacturer.
17. MSDSs are accessible to employees for all hazardous materials used or stored in this area.