

FEDERAL WORK STUDY AGREEMENT

This Agreement is entered into on April 11, 2023 between:

San Joaquin College of Law (SJCL)
 and
County of Fresno, Public Defenders Office

County of Fresno, **Public Defenders Office**, shall be referred to as "Agency" for the purpose of providing work to students eligible for the Federal Work-Study Program (FWS).

This Agency is: (check those appropriate)

A public organization: Federal _____ State _____ County City _____ Other _____

_____ A private non-profit organization.

Schedules to supplement this Agreement from time to time, bearing the signature of an authorized official of SJCL and of Agency, will set forth:

- brief descriptions of the work to be performed by students under this Agreement;
- the name of the student to be employed;
- the hourly rate of pay, which shall not be less than the applicable minimum wage;
- the actual number of hours per week each student will be utilized; and
- the total amount of earnings and approximate number of hours for which the student is eligible;
- date range of eligible employment.

Any or all of these may be changed from time to time upon written Agreement between SJCL and the Agency.

Furthermore, it is agreed that:

1) This Agreement shall become effective April 11, 2023, and shall remain in effect through April 10, 2024. The Agreement may be extended for two (2) additional one (1) year periods by the mutual written consent of all parties.

2) The work is to be performed for a public or private non-profit organization. The organization agrees that the job announcement will be distributed to SJCL students. The organization will provide SJCL a complete job description of work to be performed that includes the following:

- Organize case files for lawyers in preparation for trial
- Observe preliminary hearings, trials and other court proceedings
- Perform legal research and writing projects
- Help attorneys prepare for trial by organizing files and gathering information
- Review police reports and other legal documents

- State Bar Certified Students may:
 - Argue motions and make supervised appearances in court
 - Conduct felony preliminary hearings and misdemeanor prosecutions

3) The work will not result in the displacement of employed workers or impair existing contracts for services.

4) The 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, physical handicap, or national origin, and it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (P.L. 92-318), and the Regulations of the Department of Education which implement those Acts.

5) The work will be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as type of work performed, geographical region, and experience of the employee.

6) The work does not involve use of a motor vehicle, 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. Further, no project may include political activity or work for any political party.

7) Agency shall provide reasonable supervision for the employee. Agency shall have the obligation to provide adequate and reasonable direct supervision of the work performed by students under the supervision of an attorney, shall provide proper working conditions, and shall permit SJCL to inspect the premises if it elects to do so. Agency agrees to maintain and make available to SJCL the names of Agency supervisors authorized to sign student compensation time cards, and to provide SJCL with a record of hours worked weekly by each student, as attested to by an authorized official of the Agency.

8) Each student will be assigned the current minimum wage for the State of California, which is greater than the Federal minimum wage. Based on limited federal funding, and an established salary scale, SJCL reserves the right to give final approval of all student wage rates.

9) Agency will submit, on a semi-monthly basis, a list of hours worked by each student, and a statement of each student's satisfactory performance, on forms supplied by SJCL. Agency will be responsible for 100% of any compensation owed to the student for hours worked if the student exceeds his or her maximum Federal Work-Study award amount, any overtime hours and/or missed break or meal penalties. The Agency is prohibited from accepting voluntary services from any paid student employee, pursuant to the Fair Labor Standards Act of 1938 as amended.

10) Number of Hours: Both the Agency and SJCL have the right to specify that students work less than the following maximums based on student availability, job requirements or funding:

- (a) During the academic semester, the Agency should not expect to employ a full time student (3-Year Program), more than 8 hours per day, and no more than 20 hours per week.

In regards to a part-time student (4-Year Program), the student is eligible to work no more than 8 hours per day and no more than 40 hours per week.

(b) During the summer vacation and other regular vacation periods, students may be employed up to 8 hours a day and shall not exceed 40 hours a week. This is not intended to limit the right of the student or Agency in the matter of employment for additional hours or periods of time for which compensation is to be paid from sources other than Federal Work-Study funds.

11) Students will be made available to Agency by SJCL for employment by signed authorizations only. Authorizations must be revised for each academic year and the summer program.

12) Students may be removed from employment by SJCL, either on its own initiative or at the request of Agency.

13) Each student will be paid by SJCL based on the established hourly rate and number of hours worked. Agency will be billed on a monthly basis for its share of the student's earning, if pre-payment has not already been made, and will cover 25% of the student's salary including any additional required costs such as Worker's Compensation Insurance. Requests for alternative payment arrangements should be directed to the Accounting Department at SJCL, and are subject to approval.

14) In compliance with the California Healthy Workplaces, Healthy Families Act of 2014, any employee who works 30 or more days for any employer in California is eligible for Paid Sick Leave (PSL). Part-time work study students will earn 1 hour of paid leave for every 30 hours worked, which will include all regular and overtime hours worked. Accrual will begin on the first day of employment and there is no waiting period to begin to utilize the accrued leave. Hours may be used as they are accrued. PSL hours will be capped at 48 hours. The work study program does not cover such benefits. If any accrued sick hours are utilized, it to be at SJCL's expense.

15) SJCL will be the sole judge of the eligibility of students for employment with Agency under the Federal Work-Study Program. SJCL shall have complete responsibility for transmitting to Agency the names of all eligible, interested students, and will facilitate on-campus interviews for Agency. SJCL will disburse appropriate compensation to students for work performed under this Agreement for Agency. The general type of work and tasks to be performed are outlined in this Agreement under Section 2; both the Agency and SJCL agree that if the general nature of the work should change, SJCL will be notified, and will have authority to approve job changes through the Federal Work Study Program.

16) Eligible students will need to follow the Student Internship Program guidelines for Law Student Interns located on the Fresno County Public Defenders web site, and follow the Application Process and timelines to be considered for interviews. If prospective student interns make it through the interview process, they must complete and pass a comprehensive background investigation at Agency's expense. Failure to submit and/or pass the background investigation will disqualify the prospective student intern from further consideration.

17) Agency will have the authority to direct and control the details of each student's work, and the means by which the tasks are accomplished. Agency will be responsible for the continuous, day-to-day supervision of each student's work.

18) SJCL will have the right to make reasonable inspections of Agency's premises, and to require Agency to answer promptly in writing reasonable inquiries to determine that the student's employment and working conditions are consistent with this Agreement, applicable federal and state law, and the purposes of the Federal Work-Study Program.

19) For the purpose of applicable Worker's Compensation laws, SJCL will be deemed the general employer of the student under this contract. Agency will not be deemed as having any employment relationship with students assigned to it under this contract. SJCL and Agency waive any and all rights against each respective party regarding subrogation against each other regarding Workers' Compensation.

SJCL shall comply with all the insurance requirements in Exhibit A to this Agreement.

20) Agency will hold harmless, indemnify, and defend SJCL against and for any and all claims for property damage or personal injury to any person, including the student (except claims made by the student under the Worker's Compensation law), arising directly out of the student's employment by the Agency or his/her presence on the premises of the Agency, if such damages or personal injury are caused by the performance, failure to perform, or negligence of Agency under this Agreement.

SJCL will hold harmless, indemnify, and defend the Agency against and for any and all claims unpaid wages, for property damage or personal injury to any person, including the student (except claims made by the student under the Worker's Compensation law), arising directly out of the student's employment by the Agency, or his/her presence on the premises of the Agency, if such damages or personal injury are caused by the performance, failure to perform, or negligence of SJCL under this Agreement.

21) NOTICES - The persons and their addresses having authority to give and receive notices/invoices under this Agreement include the following:

If to SJCL:

Beth Pitcock
Director, Human Services
901 5th Street
Clovis, CA 93612

If to Agency:

Antoinette Taillac
Public Defenders
2135 Fresno Street, Suite 100
Fresno, CA 93721

All notices between Agency and SJCL provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by

personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three (3) Agency business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one (1) Agency business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of Agency business hours, then such delivery shall be deemed to be effective at the next beginning of a Agency business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

22) Except as to matters governed by federal law, this Agreement shall be governed by the laws of the State of California, including the Worker's Compensation law of the State of California.

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

**SAN JOAQUIN COLLEGE OF
LAW**

Janice Pearson
(Authorized Signature)

Janice Pearson, Dean
Print Name & Title

901 5th Street

Clovis, CA 93612
Mailing Address

COUNTY OF FRESNO

Sal Quintero
Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Alexandria Vicira
Deputy

FOR ACCOUNTING USE ONLY:
ORG No.: 2880
Account No.: 7295
Requisition No.: N/A
Fund No.: 0001
Subclass No. 10000

EXHIBIT A

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from SJCL or any third parties, SJCL, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (C) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
 - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability

insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

Subcontractors. The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.