

FEDERAL WORK STUDY AGREEMENT

This Agreement is entered into on June 18, 2019 between:

San Joaquin College of Law (SJCL)
and
County of Fresno, Office of the District Attorney

County of Fresno, Office of the District Attorney, 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 June 18, 2019, and shall remain in effect through June 17, 2020 ("Term"). Unless either party notifies the other party in writing of its intent to terminate the Agreement at least thirty (30) days prior to the end of the Term or the end of any extensions, this Agreement shall be automatically extended for two (2) additional one (1) year periods.

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:

1 (a) During the academic semester, the Agency should not expect to employ a full time
2 student (3-Year Program), more than 8 hours per day, and no more than 20 hours per week.
3 In regards to a part-time student (4-Year Program), the student is eligible to work no more
4 than 8 hours per day and no more than 40 hours per week.

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

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

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

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

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

27 15) SJCL will be the sole judge of the eligibility of students for employment with Agency under
28 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 District Attorney web site, and follow the
Application Process and time lines to be considered for interviews. If prospective student interns
make it through the interview process, they must complete and pass a comprehensive background

1 investigation at Agency's expense. Failure to submit and/or pass the background investigation will
2 disqualify the prospective student intern from further consideration.

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

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

8 19) For the purpose of applicable Worker's Compensation laws, SJCL will be deemed the general
9 employer of the student under this contract; Agency will be deemed the special employer of the
10 student under this contract. SJCL and Agency waive any and all rights against each respective
party regarding subrogation against each other regarding Workers' Compensation.

11 Without limiting the Agency's right to obtain indemnification from SJCL or any third parties,
12 SJCL, at its sole expense, shall maintain in full force and effect, the following insurance policies
or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
13 Joint Powers Agreement (JPA) throughout the term of the Agreement:

14 Commercial General Liability Insurance with limits of not less than One Million Dollars
(\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000.00).
15 This policy shall be issued on a per occurrence basis. Agency may require specific coverages
including completed operations, products liability, contractual liability, Explosion-Collapse-
16 Underground, fire legal liability or any other liability insurance deemed necessary because of the
nature of this contract.
17

18 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
19 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
20 personal injury are caused by the performance, failure to perform, or negligence of Agency under
this Agreement.
21

22 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
23 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
24 damages or personal injury are caused by the performance, failure to perform, or negligence of
SJCL under this Agreement.
25

26 21) NOTICES - The persons and their addresses having authority to give and receive
27 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:

Lisa Smittcamp
District Attorney
2220 Tulare Street, Suite 1000
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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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

3 **SAN JOAQUIN COLLEGE OF**
4 **LAW**

5 Janice Pearson
6 Janice Pearson,
7 Dean

8 Print Name & Title

9 901 5th Street

10 Clovis, CA 93612

11 Mailing Address

COUNTY OF FRESNO

Nathan Magsig
Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

12 **ATTEST:**
13 Bernice E. Seidel
14 Clerk of the Board of Supervisors
15 County of Fresno, State of California

16 By: Susan Bishop
17 Deputy

18 **FOR ACCOUNTING USE ONLY:**

19 **ORG No.:** 2860

20 **Account No.:** 7295

21 **Requisition No.:** N/A



SAN JOAQUIN COLLEGE OF LAW

June 18, 2019

Traci Fritzler
Assistant District Attorney
Fresno County District Attorney's Office
2220 Tulare Street, Suite 1000
Fresno, CA 93721

**RE: Student Name
Revised Supplement to the Agreement**

Dear Ms. Fritzler:

This employment authorization supplements the Federal Work-Study Agreement and serves as authorization to employ San Joaquin College of Law student, **(Name)**, in the Federal Work-Study position with the County of Fresno, District Attorney's Office, **effective (Date)**.

(Student Name) is eligible to work up to **32 hours** a week during the period beginning June 10, 2019 - July 19, 2019. The student has been given an hourly wage of **\$12.00** and final FWS award of **\$2,304.00**. The work eligibility is approximately **192 total hours**. The supervisor must sign the Federal Work-Study time sheets twice each month and must make sure the hours do not exceed his work-study eligibility. Any unauthorized hours cannot be paid under the work-study program. The Fair Labor Standards Act of 1938 as amended prohibits employers from accepting voluntary services from any paid employee. **Students employed under Federal Work Study are subject to this Act.**

Time sheets for each pay period must be submitted to San Joaquin College of Law no later than the first working day after the 15th of each month and the first working day after last day of each month. Scanned or faxed time sheets are acceptable to process payroll, but an original time sheet must also be submitted. San Joaquin College of Law will pay the student twice a month and bill the County of Fresno, District Attorney's Office once a month for 25% of the student's earnings, per the agreement, which is due upon receipt of invoice.

This schedule, executed by the person authorized to act on behalf of and bind the County of Fresno, District Attorney's Office and by the Dean of San Joaquin College of Law, will serve to supplement the Federal Work-Study Agreement.

IN WITNESS THEREOF, the County of Fresno, District Attorney's Office and San Joaquin College of Law have executed this supplement to the Agreement.

San Joaquin College of Law:

By: _____

Name: Janice Pearson, Dean

Date: _____

County of Fresno, District Attorney's Office:

By: _____

Name: Traci Fritzler

Title: Assistant District Attorney

Address: 2220 Tulare Street, Suite 1000

Fresno, CA 93721

Date: _____