

Work-Study Program, University of California, Berkeley

APPLICATION FOR STUDENT ASSISTANCE: For-Profit Company, Employer of Record

Note: For JavaScript-enabled browsers, some of this information will automatically be copied for you, but you may write over it if it should be different.

Please note, hand-written applications will not be accepted. Once completed, print and review your information using the following checklist to make certain your application is complete:

APPLICATION AGREEMENT

Fill out and return the Application for Student Assistance to the Work-Study Office address on the last page.

CONTRACT AGREEMENT

Please read, sign, and return the Contract agreement to the Work-Study Office. After we have reviewed and approved your package, an email confirmation will be sent to the addresses provided with your web User ID and Password to post/register Work-Study positions. Do not allow any student to begin working until you have been notified your contract has been approved, your position has been registered, you have interviewed and offered a student the job through your log-in area of the Work-Study web and you have received an email confirmation that the specific student has been authorized to begin work.

PROOF OF BUSINESS

A copy of your IRS letter citing your tax identification number/copy of your business license is required.

CERTIFICATE OF GENERAL LIABILITY INSURANCE COVERAGE

A Certificate of Insurance from your insurer must show General Liability coverage (policy number, begin and end dates), with the following Special Provision language:

"Special Provisions in relation to a General Liability policy, not a Worker's Compensation policy:

- 1) The Regents of the University of California, its officers, agents, and employees are included as additional insureds but only in connection with the agreement between the University's college Work-Study Program and: 2) This Insurance shall be primary insurance as respects The Regents of the University of California, its officers, agents, and employees. Any Insurance or self-insurance maintained by The Regents of the University of California shall be excess of and non-contributory with this insurance.
- 3) The provision under paragraphs (1&2) of this section, "Special Provisions", shall apply to claims, costs, injuries or damages but only in proportion to and to the extent such claims, costs, injuries or damages are caused by or result from the negligent acts or omissions of the named insured.
- 4) Should any of the insurance programs described herein be materially modified or cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate holder below. Certificate Holder: The Regents of the University of California, et. al. College Work-Study Program, 201 Sproul Hall MC #1960, Berkeley, CA 94720-1960"

CERTIFICATE OF WORKERS COMPENSATION INSURANCE COVERAGE

A Certificate of Insurance from your insurer must show Workers Compensation coverage (policy number, begin and end dates).

ELECTRONIC FUND TRANSFER (EFT) FORM FOR PURPOSES OF REIMBURSEMENT

[VENDOR INFORMATION FORM](#) (VIF)

NOTE: Use the link above for the form. Be sure to enter 93141800 in the "United Nations Standard Product & Service Code (UNSPSC)" field. It stands for "Employment." Include the following in Section 2- UC Berkeley Staff Contact Name: Work-Study Analyst. UCB Contact Phone: 510-642-6872. UCB Contact email: wsp@berkeley.edu Please do not direct questions regarding the VIF to the Work-Study Office. Direct VIF questions to: Supply Chain Management, 1608 4th Street, Suite 209, Berkeley, CA 94710; phone: (510) 664-9000 (options 1, 2) email: ven_bsvm@berkeley.edu. Fill out, print, and include the Vendor Information Form with your Work-Study contract.

APPLICATION FOR STUDENT ASSISTANCE: For-Profit Company Name:

Person responsible for Payroll/Billing (name/title):

Telephone: Ext.: Fax:

E-mail:

Street Address, City, State, Zip:

Person responsible for contracts (name/title):

Telephone: Ext.: Fax:

E-mail:

Street Address, City, State, Zip:

Purpose/primary work of company (brief):

Organization Web Address (If applicable):

Legal Status of Organization: For-Profit Employer/Tax ID Number: A copy of your IRS letter citing your current tax identification number/copy of your business license is required.

List majors or courses of study most related to the student positions(s):

| | | | |
|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
|----------------------|----------------------|----------------------|----------------------|

Before a Student's First Day of Work:

The following procedure must be completed before Work-Study subsidies take effect. Any hours worked before this procedure has been completed will not be eligible for Work-Study compensation. Employers are responsible for 100% of a student's earnings for time worked without Work-Study authorization. Once the contract has been approved, in order to hire a student, the employer will:

1. Log-on to the Work-Study web site and post/register the position, even if a student has already been selected for a job. Without a Job Request, Work-Study funds cannot be applied to the position.

2. Refer the hired student to the position by logging into the Work-Study web and

- a) Select "Jobs" and then "Job Listings"
- b) Scroll down, finds the job in question, and select the 10-digit job number (far left)
- c) Scroll down and select "Refer student to this job," enter, the Student ID (SID) and follow the prompts

The student will then log-in to their area of Work-Study to accept or decline the job offer. Once that's done, confirmation emails are sent.

I certify that the information given above is true and correct to the best of my knowledge; that the organization above described is a for-profit organization; that the organization will provide 100% of a student's pay if allowed to work prior to the completion of the process described above or allowed to work in excess of the Work-Study earnings' limit; and that any student worker(s) provided by the University of California in connection herewith will not be permitted to engage in any form of political or religious activity in their employment under this program and is not knowingly employed to displace or replace any budgeted position or employee of this organization; and that the required insurance coverages, with General Liability naming the University as "additional insured," will be in effect whenever a Work-Study student is employed by the organization above described.

OFFICER DATE

SIGNATURE _____

UNIVERSITY OF CALIFORNIA, BERKELEY

WORK-STUDY PROGRAM AGREEMENT

THIS AGREEMENT, entered into this day of 20 , by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California Corporation, hereinafter called University, and , a For-Profit Company, hereinafter called Organization.

WITNESSETH

WHEREAS, University has applied for a grant by the U.S. Department of Education pursuant to Title I, Part C, of the Economic Opportunity Act of 1964, Public Law 88-452, as amended, and as has been amended by the Higher Education Act of 1965, Public Law 89-329 and Public Law 90-82 approved September 6, 1967, and as has been amended in subsequent years, and to the State of California for a grant by the California Student Aid Commission pursuant to Article 18 (commencing with Section 69950), Chapter 2 of Part 42 of the California Education Code, to stimulate and promote the part-time employment of students, particularly those with great financial need, who are in need of earnings from such employment in order to pursue courses of study at institutions of higher education such as University; and

WHEREAS, University and Organization desire that certain of the University's students engage in work for public and private non-profit or private for profit organizations under the Work-Study Program authorized by the Act and the California Code; and

WHEREAS, Organization is in a position to utilize the services of such students;

NOW, THEREFORE, the parties hereto agree as follows:

- 1. The University shall determine that the students meet the eligibility requirements for the employment under the Federal/State Work-Study Program, authorize students to work for the

organization, and determine that the students do in fact perform their work. The Organization shall provide direction to the students and detail the means by which work is to be accomplished.

2. Organization shall meet any and all other conditions as set forth in the Federal Work-Study guidelines as set forth in the Federal Register, or the California Education Code, part 42, as amended.

3. The Work performed by such students shall be in the public interest or, in the case of private for profit employment, work shall be related to the student's academic major, courses of study, or career interest and shall not:

a. Displace or supplant employed workers or positions budgeted for regular employees in the previous or subsequent 12 month period; nor shall work require any funds appropriated for this program to supplant any state, federal, institutional or other funds used to support previous or existing paid positions in any profit or nonprofit organization; impair existing contracts for services; nor fill positions that are vacant because the employers regular employees are on strike;

b. Involve any partisan or nonpartisan political activity associated with a candidate or with a contending faction or group in an election for public or party office;

c. Involve any lobbying on the Federal level; and

d. 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 for religious worship.

4. Organization agrees to:

a. Reasonably supervise the services of students participating in the Work-Study Program and permit reasonable visitation by a representative of University;

b. Make a report to University of time worked by students participating in the program indicating the total hours worked each week and containing the supervisor's certification as to the accuracy of the hours reported and of satisfactory performance on the part of the students, at least monthly;

c. Provide a written description of each position to be filled and, when requested, a written evaluation of work performed, at the termination of each employment period, or on an annual basis; make available to the institution or to the California Student Aid Commission all records pertaining to the placement of students under this Work-Study Agreement;

d. Allow no student to work for more than forty hours per week;

e. Pay the student 100% of earnings and be reimbursed by the University forty (40%) percent of the total compensation to be paid to students participating in the program. Such percentage includes a ten (10%) percent Administrative Surcharge for costs of administering this agreement. The Organization will report to the University such amounts calculated to cover the University's share of the student's compensation showing expenditures, copy of pay stub or other proof of earnings paid to student, and balance due. Employer agrees to provide such information within 60 days of the expenditure.

5. Compensation to be paid to students participating in the program will be appropriate and reasonable in light of the work to be performed by them. Rate of compensation shall be subject to approval by University.

6. In accordance with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and Title IX of the Educational Amendments of 1972 (Pub. L. 92-318) and the regulations of the Department of Education which implement those Acts, the services and benefits of Organization which involve the work of such students shall be available to all persons regardless of race, color, national origin, or sex. No student shall be denied participation in the Work-Study Program because of race, color, national origin, or sex.

7. Compensation of students for work performed on a project under this agreement will be disbursed and all payment due under Federal or State social security laws, or under other applicable laws, as required, will be made by the Organization. University shall be notified per 4.e. above for their share of student wages.

8. a. University shall defend, indemnify, and hold Organization, its officers, employees, and agents harmless from and against any and all liability, loss, expense, 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 omission of University, its officers, employees, or agents.

b. Organization shall defend, indemnify, and hold University, its officers, employees, and agents harmless from and against any and all liability, loss, expense, 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 omission of Organization, its officers, employees, or agents.

9. The Organization shall maintain insurance in compliance with the requirements outlined below at all times during the performance of this agreement. A Certificate of Insurance must be issued using the form provided in this packet, the Certificate must:

a. Provide for thirty (30) days advance written notice to the University of any modification, change, or cancellation of any of the insurance coverage's.

b. Except for Workers' Compensation Insurance, name The Regents of the University of California as an additional insured. Such provision shall apply in proportion to and to the extent of the negligent acts or omissions of the non-University party or any person or persons under the non-University parties' direct supervision and control.

c. Except for Workers' Compensation Insurance, the Organization's insurance shall be primary insurance as respects The Regents of The University of California, its Officers, Agents and Employees. Any insurance or self-insurance maintained by The Regents of the University of California shall be excess of and non-contributory with this insurance. The certificate must show the following coverage's: 1. General Liability: Comprehensive or Commercial Form (MINIMUM LIMITS) (1) Each Occurrence \$1,000,000 (2) Products/Completed Operations Aggregate \$1,000,000 (3) Personal and Advertising Injury \$1,000,000 (4) General Aggregate* \$2,000,000 * (not applicable to comprehensive form). If the above insurance is written on a claims made form, it shall continue for three years following termination of the agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

2. Business Automobile Liability: (MINIMUM LIMITS) for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.

3. Workers' Compensation: as required under California State Law. Employers Liability coverage to be included at a limit of \$1,000,000. The organization shall provide verification that the student employee is covered by the organization's Worker's Compensation insurance policy.

4. Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the University and Service Provider against other insurable hazards relating to performance.

b. The University shall maintain at all times during the performance of this agreement general liability insurance or an equivalent program of self-insurance, but only with respect to such liabilities as may arise out of the University's activities. A confirmation letter will be issued to the Organization upon receipt of written request for the same.

10. The agreement shall be subject to the availability of funds to University for the portion of the student's compensation not to be paid by Organization. It shall also be subject to the provisions of Part C (Work-Study Programs) of Title IV of the Higher Education Act of 1965, as now amended, or from time-to-time amended, and shall be subject to regulations implementing said legislation, or, similarly, the provisions of Article 18 of the California Education Code.

11. This agreement shall be subject to termination by either party upon seven-day advance written notice thereof to the other, or extension by the mutual agreement of the parties hereto in writing.

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

The Regents of the University of California

(Name of Your Company)

By: _____

By: _____

Title:

Director, Financial Aid & Scholarships Office

| | |
|--|--|
| DISBURSEMENTS OFFICE ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION | For office use only: Vendor # _____ Date Entered _____ |
|--|--|

DATE New Change Cancel

Section 1: Payee Information (Please type)

Company Name:

Name of President or Controller

Mailing Address, Number, Street, City, State, Zip:

E-mail Address:

Phone: Fax:

Section 2: Bank Information

Financial Institution:
(Cannot be an investment firm)

Mailing Address, Number, Street, City, State, Zip:

Account Type: Savings Checking*

Account Number:

*If checking, you must ATTACH A VOIDED CHECK pre-printed with your name, address, and account number. Do not sign the check.

"This authorization will remain in effect until canceled in writing. A new authorization form must be completed if you close this bank account or if you wish to designate a different bank account to receive the funds. Failure to notify the Disbursements Office of a closed account will cause a delay in receiving your payments.

"An EFT statement (equivalent to a check stub) will be mailed or sent via e-mail. Please notify Disbursements of any change in your e-mail address. If you are a student, please keep your address current via the Bear Facts website (<http://bearfacts.berkeley.edu/>).

"EFT takes approximately thirty days to become effective. In the meantime, any payments will be issued through routine paper check disbursement methods.

Section 3: EFT Authorization

I hereby authorize: (Check the appropriate selections)

The University of California, Berkeley to deposit payments via Electronic Funds Transfer, and the above named financial institution to credit payments to this account.

The University of California, Berkeley to cancel my EFT payment election.

Signature: _____

If company, please print your name: _____

Title: _____

Privacy Notifications:

Pursuant to the Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security Number is mandatory. Disclosure of the Social Security Number is required pursuant to sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and with Regulation 4, Section 404 1256, Code of Federal Regulations under Section 218, Title II of the Social Security Act, as amended. The Social Security Number is used to verify your identity. The principal uses of the number may include the reporting of (1) state and federal income taxes withheld, (2) Social Security contributions, (3) state unemployment and Worker's Compensation earnings, (4) earnings and contributions to participating retirement systems, and (5) as an identifier for your insurance carrier to verify your eligibility and to maintain claim records for you and your eligible dependents.

The State of California Practices Act of 1977 (effective July 1, 1978) requires the University to provide the following information to individuals who are asked to supply information about themselves: The primary purpose for requesting information on this form is to acquire authorization to disburse payments directly to a financial institution of your choice. Furnishing all information on this form is mandatory, and failure to provide such information will delay or even prevent completion of the action for which the form is intended. The office responsible for maintenance of the information on this form is the Disbursements Office.

Please return with the Work-Study Application & Contract. It will be forwarded to the address below:
ELECTRONIC FUNDS TRANSFER (EFT) UNIT
UNIVERSITY OF CALIFORNIA
DISBURSEMENTS OFFICE
2195 HEARST AVE., ROOM 159
BERKELEY CA 94720-1101

Print, sign, and return this package to the Work-Study Office. Fax the Vendor Information Form (VIF) to Supply Chain Management (510) 664-7209. Once the contract has been received and approved, the Work-Study Office will email the log-in and password information to the payroll and contract representatives that you have provided. The VIF is necessary to receive reimbursements for the Work-Study share.

Double-check to make sure you have the following:

APPLICATION AGREEMENT

CONTRACT AGREEMENT

PROOF OF BUSINESS

A copy of your IRS letter citing your tax identification number/copy of your business license is required.

CERTIFICATE OF GENERAL LIABILITY INSURANCE COVERAGE

A Certificate of Insurance from your insurer must show General Liability coverage (policy number, begin and end dates), with the Special Provision language.

CERTIFICATE OF WORKERS COMPENSATION INSURANCE COVERAGE

A Certificate of Insurance from your insurer must show Workers Compensation coverage (policy number, begin and end dates).

ELECTRONIC FUND TRANSFER FORM FOR PURPOSES OF REIMBURSEMENT

VENDOR INFORMATION FORM (VIF)

Be sure to include the [VIF](#) with your contract

Mail this information to:

**Work-Study Program Analyst
Financial Aid and Scholarships Office
University of California, Berkeley
201 Sproul Hall MC #1960
Berkeley, CA 94720-1960**