WORK-STUDY PROGRAM
OFF-CAMPUS PROJECT AGREEMENT

THIS AGREEMENT is entered into this __ day of ___, 19___, at Santa Barbara __, County of Santa Barbara __, State of California, by Santa Barbara City College, hereinafter called "Institution" and California Youth Authority, a Public Agency, hereinafter called "Contractor".

The terms of this Agreement are as follows:

From July 1, 1976, through June 30, 1977

Institution has received a grant from the U.S. Commissioner of Education pursuant to Title IV, Part C, of the Higher Education Act of 1965 (Work-Study Programs: 78 St. 513, 514, 516, (1964), as amended 79 St. 974, 1249, 1250, 1251 (1965), as amended 81 St. 726 (1967); as amended 82 Stat. 1028, 1029, 1030; 42 U.S.C. SS 2751-2756). The purpose of that grant is to stimulate and promote the part-time employment of students, particularly students from low-income families, in institutions of higher education who are in need of the earnings from such employment to pursue courses of study at such institutions.

Institution and Contractor desire that certain of Institution's students engage in work for public and private nontaxi organizations such as Contractor under the Work-Study Program authorized by the Act. Contractor is in a position to utilize the services of such students.

Institution, in consideration for Contractor employing Institution's students as further provided for herein, as bargained for by Institution; and Contractor, in consideration for Institution agreeing that Contractor shall receive the services and benefits accruing from this Agreement, as bargained for by Contractor, both agree as follows:

1. Contractor shall utilize the services of students furnished by Institution who are eligible to participate in the Work-Study Program and who are qualified and acceptable to Contractor. The specific services to be performed by said students are set forth in Exhibit "A" attached hereto and hereby incorporated herein.

2. The work performed by said 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.

3. The work performed by said students shall not:
   a. Displace employed workers or impair existing contracts for services; or
   b. Involve political activity or work for any political party; or
   c. Involve 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.
4. Contractor shall:

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

   b. Make a report, not less often than monthly, to Institution of the time worked by students participating in the program;

   c. Allow no student to work for more than an average of fifteen hours per week per term in which he is enrolled in classes, and for not more than forty hours in any other week; and

   d. Upon being invoiced for amounts due to the College, promptly pay to the College such amounts.

5. Compensation to be paid to students participating in the program will be reasonable in light of the work to be performed by them.

6. The services and benefits of Contractor which involve the work of such students shall be available to all persons regardless of race, color, religion, sex, or national origin. No student shall be denied participation in the Work-Study Program because of race, color, religion, sex, or national origin.

7. In the selection of students for employment under this Agreement, preference shall be given to students from low-income families. Employment under this Agreement shall be furnished only to students who (1) are in need of the earnings from such employment in order to pursue a course of study at Institution, (2) are capable in the opinion of Institution, of maintaining good standing in such course of study while employed under the program covered by the Agreement, and (3) have been accepted for enrollment as a full-time student at Institution or, in the case of a student already enrolled in the attending Institution, is in good standing and in full-time attendance there either as a undergraduate or graduate student.

8. Institution agrees to return to Contractor amounts deposited by Contractor which are not used for the payment of salaries or other payroll expenses of students employed by Contractor.

9. Institution will be responsible for:

   a. Determination of the need of the student in accordance with the instructions of the U.S. Office of Health, Education and Welfare;

   b. Determination of students' eligibility, academic and otherwise;

   c. Payment of students' salaries on behalf of Contractor.

10. This Agreement shall be subject to the availability of funds to Institution for the portion of the student's compensation not to be paid Institution by Contractor. It shall also be subject to the provisions of the Higher Education Act of 1965, as amended, the regulations adopted thereunder, as amended, and all legislation and regulations pertaining to the Work-Study Program adopted subsequent to January 1, 1965.
11. The Contractor shall be responsible for all employee benefits and provide workmen's compensation insurance at Contractor's own cost and expense for all persons, including but not limited to students, employed pursuant to this Agreement.

12. The Contractor, and any agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of State of California, the Trustees of The California State University and Colleges, or of Institution. Students furnished employment by Contractor pursuant to this Agreement shall not be considered to be apprentices, employees, agents, or officers of the State of California, the Trustees of The California State University and Colleges, or of Institution.

13. Institution may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Institution may proceed to carry out the purpose of this Agreement in any manner deemed proper by Institution. The cost to Institution shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid the Contractor upon demand.

14. This agreement is not assignable by Contractor either in whole or in part.

15. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

16. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

17. This Agreement shall terminate June 30, 1976, unless sooner terminated, and shall be subject to extension only upon the same terms, except as to term, by the mutual agreement of the parties hereto in writing.

18. This contract is of no effect unless and until approved by the Department of General Services, or under its authority, as delegated by said Department, by the Department of the Youth Authority.

19. It is mutually agreed that the Youth Authority's obligation to reimburse Institution is subject to and contingent upon the appropriation of State funds.
### COST ESTIMATE

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Minimum Hourly Rate of Pay</th>
<th>Maximum Hourly Rate of Pay</th>
<th>Est. Ave. Cost Per Job Computed to Nearest $50</th>
<th>Summer Only</th>
<th>Summer Academic Year</th>
<th>Number of Jobs</th>
<th>Total Cost for Jobs</th>
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<tbody>
<tr>
<td>Parole Aids</td>
<td>$2.10</td>
<td>$2.50</td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>$2000</td>
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<tr>
<td>Filing Assistants</td>
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<td></td>
<td></td>
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<td>2000</td>
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<tr>
<td>Recreation Aids</td>
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<td></td>
<td></td>
<td>3</td>
<td>3000</td>
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<td>1000</td>
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<tr>
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<td></td>
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<td>1000</td>
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<tr>
<td>Inventory Control Aids</td>
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<td></td>
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<td>1000</td>
</tr>
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</table>

Total Program Cost   (1)  12,000  (2)  
Less Agency Share*   (1)  2,400  (2)  
Net Amount to be paid by the Department of Health, Education and Welfare (1)  9,600  (2)  

*Contractor (California Youth Authority)
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in quintuplicate the day and year first above written.

<table>
<thead>
<tr>
<th>INSTITUTION</th>
<th>CONTRACTOR</th>
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</thead>
<tbody>
<tr>
<td>Santa Barbara Community College</td>
<td>California Youth Authority</td>
</tr>
<tr>
<td>BY GLENN G. GOODER, Superintendent-President</td>
<td>BY</td>
</tr>
<tr>
<td>April 23, 1974 (Date)</td>
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(Where Contractor is a corporation, certified copy of corporate resolution authorizing signatory to sign must be attached. A sample certification is attached for your information.)
CERTIFICATION

This is to certify that I am the Secretary-Clerk
__________________________
(insert title such as Secretary or
__________________________
Assistant Secretary)
of Santa Barbara Community College District

Board of Trustees_________; and that the attached resolution is a true and accurate

copy, as the same appears in the Minutes of the Board of Trustees of The Community

College; and that said resolution was duly adopted by the Board of Trustees at its

meeting on ___________ and is still in effect.

__________________________
(insert date resolution was adopted)

DATED ___________

__________________________
(insert date)

__________

GLENN G. GOODER
Superintendent-President
(Name and title of person making certification)

(Be sure that a copy of the resolution authorizing a person to execute contract
documents or to execute a bid submittal is attached to this certification. If more
than one resolution is attached, the form must be modified to reflect that fact.)
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

RE: SIGNATURE AUTHORIZATION

WHEREAS, the SANTA BARBARA COMMUNITY COLLEGE DISTRICT wishes to enter
into an agreement with the California Youth Authority, a
public agency, for an off-campus work-study program, and

WHEREAS, the Superintendent/President has been designated as Secretary/
Clerk for the Board of Trustees of the Santa Barbara Community
College District,

NOW, THEREFORE, BE IT RESOLVED that the Superintendent/President is
authorized to sign off-campus work-study agreements with the
California Youth Authority on behalf of the Santa Barbara
Community College District.

PASSED AND ADOPTED this 22nd day of April, 1976, by the vote
of the Board of Trustees:

Ayes: Mrs. Gutshall, Dr. Dobbs, Mrs. Alexander,
Mr. Frank, Mr. Garvin, Mrs. Powell, Mr. Wells

Noes: None

Absent: None

MRS. ANN GUTSHALL
President, Board of Trustees
Santa Barbara Community College District
<table>
<thead>
<tr>
<th>AMOUNT OF THIS ESTIMATE</th>
<th>APPROPRIATION</th>
<th>FUND</th>
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<tr>
<td>$ 2400</td>
<td>Support</td>
<td>General</td>
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<tr>
<td>UNENCUMBERED BALANCE</td>
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<tr>
<td>ADJ. INCREASING ENCUM.</td>
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</table>

|                         | Parole & Institutions Branch |      |
|                         | College Work-Study - 2434000-405 |

I hereby certify, as my own personal knowledge, that budgeted funds are available for the period and purpose of the expenditure stated above.

[Signature]

T.B.A. 80

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been fulfilled, and this document is exempt from review by the Department of Finance.

[Signature]

DATE

SIGNATURE OF OFFICER SINGING ON BEHALF OF THE AGENCY
WORK STUDY PROGRAM

AID DUTIES

Tutor Aid:

The tutor aid assists professors and teachers in providing supplementary instruction for students who are not achieving at the level expected. This may be on campus or off campus. Tutor aids may be assigned to non-profit organizations which have programs for remedial education. Tutor aids may also work with clients in various agencies who are also attending school. Non-profit agencies where a tutor aid might be placed are family counseling services, mental health programs, probation departments, welfare departments, California Youth Authority, anti-poverty programs for the disadvantaged, etc.

Counselor Aid:

A counselor aid may be assigned to residential programs for the handicapped, the dependent, the delinquent, etc. They may also be assigned for work with the recreation departments and various non-profit organizations. The counselor aid usually has a one-to-one-relationship with the client for the purpose of problem solving, assistance, cultural exposure programs, etc. Counselor aids may also be placed in residential programs for the supervision of clients in group homes, county camps, homes for dependent and neglected children, etc. Like the tutor aid, the counselor aid works under the supervision of professional or paraprofessional staff. The counselor aid position may require night work.

Teacher Aid:

The teacher aid duties consist of assistance to public and private school teachers or relief during lunch time, recess, and after-hour activities. The teacher aid may also be assigned to resident programs which have a certified teacher as a staff member in order to assist in classroom supervision and scheduling.

Filing Assistant:

The filing assistant usually works in various college campus departments such as financial aids, business departments, faculty department head operations, planning, etc. However, the filing assistants may be placed with other non-profit private or public agencies.
Clerical Assistant and Typing:

As the title implies, this position must bring with it some typing and clerical skills. The clerical assistant is to augment prevailing staff utilized for this purpose. Like the filing assistant, this position may be placed in various departments on the campus, or off campus. The clerical assistant works under the supervision of the clerk supervisor responsible for the operation.

Parole Aid:

A parole aid assists a Parole Agent in purchasing clothing or equipment for wards which may be necessary in school or work programs. He may plan and direct recreational or cultural exposure activities for wards.

The parole aid assists wards in securing employment and transporting wards to job interviews.

The parole aid helps in the development and utilization of community resources for wards from minority groups or disadvantaged backgrounds.

Recreation Aid:

A recreation aid will ordinarily be placed at a city or county recreation park or playground. He or she organizes athletic teams and supervises games and playground activities. Additional facilities utilizing this classification are non-profit Boy's Clubs, YMCA's, hospitals, etc. In the Youth Authority, recreation aids are recruited for large group homes, parole centers, community residential programs, etc.

Library Workers:

City and county libraries have a need for such aids for uncrating books, stacking, indexing, cleaning and repairing books. Deliveries are necessary to outlying branches. Some Youth Authority wards may be placed in these positions if they are attending college. Students could be placed at nearby institutions which maintain libraries.

Printer Aids:

This category applies to aids used in college printing shops. They assist in type-setting, off-set photography, engraving, press operation and maintenance, book and periodical binding. There are no opportunities for such placements with the Youth Authority.
Police Work Aids:

A police work aid is assigned to work in local high schools for control of drug use, violations of smoking regulations, and other misbehavior. The aids may also be assigned for community relations work with local police departments.

Inventory Control Aids:

The inventory control aids work primarily for the college or university in offices or warehouses for property inventory accountability.
WORK-STUDY PROGRAM

EXHIBIT "A"

Contractor with which student employment arrangement is being proposed:

1.11 Department of Youth Authority, State of California

Name of Contractor

250 Lambert Road (805) 969-5006

Address Telephone Number

Carpenteria, California 93013

City State Zip Code

1.12 Person directing Contractor:

Jearl Duerson Supervising Parole Agent

Name Title

1.13 Address where work is to be performed if different from Contractor's principal office:

1.2 Is the work to be provided related to a community action program?

Yes X No If yes, indicate agency and Director of Program

1.3 Statement on special conditions for employment in work for public or private non-profit organization:

1.31 Is work to be performed "in the public interest"?

Yes X No

1.32 Will this work result in the displacement of employed workers or impair existing contracts for service?

Yes No X

1.4 Activities of Contractor:

The parole unit within the Parole & Institutions Branch is responsible for the supervision and treatment of approximately 280 wards released on parole. About 60 of the wards reside in Santa Barbara and environs.

The caseload responsibilities of the parole agents necessitate priorities which do not always include needed individual services which would aid in successful adjustment of the ward.
1.5 Classify jobs by category, and give concise one-sentence description of each category.

1.51 To provide assistance to wards in purchasing clothing or equipment necessary for school or work and direct recreational activities for wards.

1.52 Assisting wards in securing employment and transporting them to job interviews.

1.53 Developing and utilizing community resources to benefit wards who have problems requiring such services.

1.54 To assist in office functions such as file, manual controls, inventory controls, attendance reporting, and voucher preparation.

1.6 Cost estimate: Use a separate line for each category, and using factors of hourly pay rate and number of weeks per year, produce a total cost per job per year for each category. Multiply this by number of jobs to arrive at total cost for similar jobs. Add costs of all jobs for total cost of program.
FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

*See Labor Code Sections 1411 - 1432.5 for further details.