OFF-CAMPUS FEDERAL WORK-STUDY PROGRAM

AGREEMENT WITH AGENCY

This AGREEMENT is made by and between Lewis & Clark College, an Independent Non-Profit Educational Institution, chartered by Oregon State Department of Education, having its principal place of business at 0615 SW Palatine Hill Rd., Portland, Oregon 97219, hereinafter referred to as "College", and _____ hereinafter referred to as the "Agency," a Federal, State or local public agency/private nonprofit organization [strike one], for the purpose of providing work to College students eligible for the Federal Work-Study Program ("FWS").

1. The parties acknowledge and agree that work to be performed under this Agreement shall be in the public interest, in that it will benefit the community or public in general as opposed to an individual or particular interest group. The work will not (a) result in the displacement of employed workers of the Agency or impair its existing contracts for services; (b) involve political activity, lobbying or work for any political party; or (c) involve the construction or maintenance of any facility used, or to be used, for sectarian instruction or as a place of religious worship.

2. The Agency additionally acknowledges and understands that in order to employ College students eligible for FWS under this Agreement, the services provided by the Agency must meet the definition of community services set forth in the applicable FWS implementing regulations of the Higher Education Act of 1965, as amended (hereinafter "Community Services"). Agency shall notify College in writing within two (2) weeks in the manner set forth in paragraph 16 herein if it ceases providing Community Services.

3. College is under no obligation to provide FWS Students to work for the Agency if no such students are available. The Agency may not permit any College student to begin working under this Agreement unless the student has been authorized to do so in writing by College's FWS student employment office.

4. Agency is considered the employer for purposes of this Agreement. It has the ultimate right to control and direct the services of the FWS Students for the organization. The College's responsibility is limited to determining whether the FWS Students meet the eligibility requirements for employment under the Federal Work-Study Program and to determine that the FWS Students do in fact perform their work.

5. Agency is required to provide to College a current job description for each FWS Student position under this Agreement in the form attached hereto as Attachment A, and to update that job description during the term of this Agreement to the extent there are any changes ("Job Description"). The Job Description must include at a minimum the information requested on Attachment A. Agency shall not permit FWS Student to begin working prior to certification by College of the student's eligibility to perform the work.

6. Subject to paragraphs 9 and 11, College will be responsible for compensating FWS Students for all hours of work performed on a project under this Agreement, including all payments that may be due as an employer's contribution under applicable State or local Workers' Compensation laws, under Federal or State social security laws, or under other applicable laws. The rate of pay shall be $_____ per hour. If any FWS Student is involved in any workplace accident or injury, Agency shall immediately notify College.

7. Neither College nor the Agency shall have any obligation either to provide transportation for FWS Students to and from their work assignments or to provide compensation in lieu thereof.

8. College, the Agency and the FWS Students have the right to terminate the FWS Students' employment at any time, subject to paragraph 10(a). The Agency shall confer with College's FWS student employment office before dismissing any FWS student from employment.

9. When a student's accumulated Gross Earnings (defined below) reach his/her FWS award, the Agency must dismiss the student from employment under this Agreement and prohibit the student from continuing to work under this Agreement, although the Agency may continue to employ the student as a non-FWS student not

subject to this Agreement. The Agency is responsible for maintaining a record of student earnings and thus for knowing when a student has reached his/her FWS award amount. The Agency shall be responsible for one hundred percent (100%) of the student's wages in excess of the student's FWS award.

10. Subject to paragraph 3 above, College shall supply FWS Students to work for the Agency upon the following conditions with which the Agency agrees to comply:

a) No FWS Student shall be denied work or be subject to discrimination or disparate treatment because of race, color, religion, sex, sexual orientation, gender identity or expression, age, national or ethnic origin, physical or mental disability, marital or veteran status and to this end, the Agency agrees that it will comply with all applicable federal, state and local equal employment opportunity laws, including the provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Civil Rights Act of 1964, the Age Discrimination Act, Title IX of the Education Amendments of 1972, the corresponding implementing regulations, and any amendments to any of these acts.

b) The Agency shall comply with any and all applicable laws, ordinances, and regulations of any governmental body, whether Federal, State, or municipal, in the conduct of its general activities and in the performance of this Agreement, including but not limited to applicable state or local labor laws regarding mandatory breaks or meal periods.

c) The Agency shall (i) provide adequate, responsible, on-site direct supervision of the FWS Students, (ii) provide proper working conditions, (iii) ensure that the FWS Students perform their duties properly, and (iv) regulate the hours of work as set forth in this Agreement.

d) The Agency shall permit College to inspect the premises upon request.

e) Each student will be required to enter their time worked each month in College's electronic time tracking software ("Workday") no later than the last working day of the month. Agency shall verify student hours worked in Workday each month when prompted to do so, but in no event later than the last business day of the month.

f) Upon signing each time record, the official will be certifying that the FWS Student has performed his or her assigned job and worked no more or less than the hours listed. College reserves the right to request from the Agency authorized signature verifications on no less than an annual basis.

g) The Agency shall not permit FWS Students to work for more than _____ (___) hours per work week during any week when classes or exams are in session, and _____ (___) hours per work week during any week when classes or exams are not in session.

h) The Agency shall not authorize the recording of any of the following as hours worked: nonworking meal or break periods; holidays; sick days; personal days; vacation days or any other periods of nonwork. The Agency shall not permit FWS Students to work during scheduled class time.

i) The Agency shall be responsible for following College's established procedures and policies which may be changed or amended at any time by the sole action of College with respect to the following: the recording of hours worked, the changing of job functions, the terminating of FWS Students' jobs, and the due dates for all forms, time records, reports, or information on or about the Federal Work-Study Program.

11. In consideration of the work performed by the FWS Students, payments shall be made according to the following schedule:

a) Subject to paragraph 9 above, the cost to be incurred by the Agency will be zero percent (0%) of the student's Gross Earnings (defined below) for the following FWS Student positions:

   i. reading tutor for preschool or elementary school children;

   ii. math tutor for children in elementary school through ninth grade, or

   iii. work in a family literacy project that provides services to families with preschool age or elementary school children.

   iv. Agency will be responsible for an amount equal to any and all payments required to be made by the College under state or local workers' compensation laws, or under federal or state social security laws, or under any other applicable laws, on account of students working in positions described in 11.a) i., ii. and iii. under this agreement.

b) For all other FWS Student positions, the Agency shall pay _____ percent (___%) of the student's Gross Earnings (defined herein), together with an amount equal to any and all payments required to be made by the College under state or local workers' compensation laws, or under federal or state social security laws, or under any other applicable laws, on account of students working under this agreement. Gross Earnings are equal to total hours worked by the FWS Student times the FWS Student's hourly rate, which will be no less than the applicable minimum wage in effect at the time of employment ("Gross Earnings").

c) College will issue monthly invoices to the Agency for the applicable percentage of Gross Earnings and the above-described payments and the Agency shall pay within thirty (30) days of receipt.

12. The Agency shall, to the fullest extent permitted by law and at its own cost and expense, defend, indemnify and hold College, its trustees, employees, servants, representatives and agents, and FWS Students working in the Federal Work-Study Program, harmless from and against any and all claims, losses, damages, expenses (including attorneys' fees, witness fees and all court and litigation costs) and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property arising out of any negligent or wrongful act, error or omission or breach of contract by the Agency or any employee or agent of the Agency, in connection with the operations of the Agency.

13. College agrees to defend, indemnify and hold harmless the Agency, its board members, officers, agents, attorneys and employees for all loss costs, damage and expense, including but not limited to attorneys fees, arising out of any negligent or wrongful act, error or omission or breach of contract by the College or any employee or agent of the College, in connection with the operations of the College under this agreement.

14. College shall not be liable to the Agency, nor shall College indemnify the Agency, for FWS Students' acts, errors, omissions, or negligence.

15. This Agreement supersedes all previous understandings and agreements between the Agency and College and contains the entire understanding and agreement between the parties with respect to the subject matter hereof. No modification, termination or attempted waiver of this Agreement, or any provision thereof, will be valid unless in writing signed by authorized officials of the parties hereto.

16. This Agreement may be terminated at any time by College or the Agency upon two (2) weeks written notice to the other party. Written notice shall be deemed to have been duly served if delivered in person to the individuals set forth below or if delivered by registered or certified mail to the addresses of the parties set forth in the opening paragraph of this Agreement. Once termination is effective, all FWS Students shall be dismissed from employment and shall not be permitted to work for the Agency pursuant to this Agreement. If

not terminated, the Agreement will automatically renew itself as of September 1 each year for the ensuing one year period.

17. Agency represents that no trustee, officer or employee of College, or any other person affiliated with College and having any involvement with this Agreement: (a) is affiliated in any way with Agency; or (b) received, was promised, or will receive anything of value in connection with the Agreement or the performance thereof.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be duly executed by their representatives being thereunto duly authorized on the date mentioned below.

LEWIS & CLARK COLLEGE	_____
BY: _____	BY: _____
Print Name: _____	Print Name:_____
Title: _____	Title:_____
Date:_____	Date:_____

Attachment A
Elements of required Job Description

- Name of the position;
- Classification of the position (e.g., reading tutor 1, reading tutor 2, laboratory assistant, library technician 1 or 2, etc.);
- Name and address of the student's employer (the school, public agency, nonprofit organization, etc.);
- Department or office in which the student will be employed;
- Location where the student will perform his/her duties;
- Name of the student's supervisor;
- Purpose/role of the position within the organization;
- Duties and responsibilities associated with the position and how they relate to the purpose/role;
- Rates of pay for the position (cross-referenced to the wage rates appearing in the school's policies and procedures manual);
- General qualifications for the position and the specific qualifications for the various levels/rates of pay associated with the position;