

RESOLUTION NO. 1808

A RESOLUTION APPROVING PARTICIPATION IN THE LEWIS AND CLARK COLLEGE FEDERAL WORK STUDY PROGRAM AND AUTHORIZING EXECUTION OF CONTRACTS TO IMPLEMENT SAME

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The City Attorney's Office is staffed by one three-quarter time attorney that advises and represents the City in all civil matters, while also prosecuting misdemeanor crimes that occur in the City. Due to the volume of work, the City Attorney's Office would benefit from the assistance of a part-time law school student.
2. Lewis and Clark College administers a Federal Work Study Program under which the City can retain part-time temporary legal services from eligible law school students at a very low cost. Lewis and Clark College awards work study contracts that pay one-half of an hourly rate for participating students and employers.
3. Lewis and Clark College has offered a work study contract to the City of Troutdale for fiscal year 2006-2007 in the amount of \$7,590. The City would match the \$7,590 award and pay workers compensation for the selected law student employee. The contract is Attachment 1 to this resolution.
4. Approving participation in the Federal Work Study Program and authorizing the executing of contracts that are necessary to implement participation in the program is in the City's best interest. The contract award for fiscal year 2006-2007 will enable the City Attorney's Office to receive approximately 1,000 hours of temporary part-time legal assistance at a low cost to the City.


NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

Section 1. The City is authorized to participate in the Lewis and Clark College Federal Work Study Program, subject to budget appropriations and the approval of the department manager that will supervise the part-time temporary employee that is hired through the Work Study Program.

Section 2. The City Administrator is authorized to execute contracts that are necessary for the City's participation in the Lewis and Clark College Work Study Program.

Section 3. This resolution shall take effect immediately upon adoption.

YEAS: 6
NAYS: 0
ABSTAINED: 0



Paul Thalhofer, Mayor
May 12, 2006

Date



Debbie Stickney, City Recorder

Adopted: May 9, 2006

LEWIS & CLARK COLLEGE AND LEWIS & CLARK LAW SCHOOL
FEDERAL WORK-STUDY AGREEMENT
2006 – 2007

This Agreement is entered into between Lewis & Clark Law School, hereafter to be referred to as the "College," and City of Troutdale, hereafter referred to as the "Agency," for the period of **June 1, 2006 through May 31, 2007** to provide work for students eligible to participate in the Federal Work-Study program. This agreement must bear the signature of an authorized official of the College and of the Agency and will set forth:

Authorized Budget Allocation (gross wages): Anticipated Summer Earnings: \$3300 (June 1 – Aug 31)
Anticipated Academic Earnings: \$4290 (Sept 1 – May 31)

Fixed Contract Amount: \$7,590.00 (if amount is exceeded, see #14)

This Agreement provides that the Agency:

1. Is authorized to employ law student(s) from the College for the contract period stated.
2. Will set the rate of pay for each student at a minimum of \$10 per hour.
3. Will provide the student with meaningful work assignments in the field of law.
4. Shall be deemed the employer for purposes of this agreement. It has the right to control and direct the services of the student, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished. The Agency can terminate the student's employment at its discretion should the work done by the student not be deemed satisfactory. The Agency agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, national origin, gender, age, handicap or disability, sexual orientation, marital, parental, or veteran status, or the prejudice of clients. The Agency agrees that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implements those Acts, and the Law School's Non-Discrimination Policy.
5. Employ under this program only those students certified as eligible for Federal Work-Study by the Office of Student Financial Services of the College.
6. Provide to qualified students work in the public interest which will:
 - a. not result in the displacement of employed workers or impair existing contracts for services;
 - b. be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as the type of work performed, geographical region, and proficiency of the employee;
 - c. not involve the construction, operation or maintenance of any facility used or to be used for sectarian instruction or as a place of worship;
 - d. not involve activity for a membership organization (such as a credit union, fraternal order, or a cooperative) which is primarily for the benefit of members of such organization, rather than the public;
 - e. not involve political activity associated with a candidate, or contending faction or group, in an election for public or party office;
 - f. not fill jobs that are vacant because the employer's regular employees are on strike.
 - g. not involve any lobbying on the Federal, state, or local level;
 - h. not include employment for the U.S. Department of Education; or
 - i. not include consideration of the student's political support or party affiliation in the hiring decision.
7. Provide to those qualified students professional direction and responsible supervision.
8. Limit the number of hours of work for each student to not more than twenty (20) hours in any week when classes are in session and to not more than forty (40) hours in any week when classes are not in session. Students will not receive compensation for holiday, sick or vacation leave.
9. Will pay promptly by way of reimbursement to the College, fifty percent (50%) of each student's compensation and, in addition, an amount equal to any and all payments required to be made by the College under State or local Workers' Compensation laws, or under any other applicable laws, on account of students participating in projects under this agreement.
10. Provide the necessary administrative and payroll accounting services to reimburse the College for the Agency's portion of wage payments made to certified students employed by the Agency under this program. Forward monthly

timecards to the Student Financial Services office of the College **no later than the 15th day of the month** for each student. Timecards must contain the following: the name of the student, Lewis & Clark student ID, the dates and hours worked, the hourly pay rate, and the supervisor's signature certifying the accuracy of the hours reported.

11. Promptly pay, upon billing, any balance owing to the College for the Agency's portion of the students' compensation. In the event any balance remains unpaid for more than 90 days, the College may terminate the contract and the Agency will be responsible for 100% of a certified students' wages paid beyond the date of the contract's termination.
12. Report hours worked by students employed under this agreement in a manner specified by the College, and together with the student, monitor wages earned in order to insure that the student's maximum Federal Work-Study eligibility is not exceeded.
13. Assure that all students' timecards for the 2006-2007 academic year (June 1, 2006 through May 31, 2007) are submitted absolutely no later than May 31, 2007.
14. Be responsible for paying 100% of any wages that exceed the authorized contract amount or the student's Federal Work-Study award.
15. If, by the end of each contract period your agency has not expended the total budget amount, that dollar amount will automatically revert back to the Law School for re-disbursement as the Law School sees fit.

The College will:

1. Certify to the Agency for employment under this agreement those students who are eligible under the Federal Work-Study program, and refer students to the Agency for possible hiring.
2. Pay the compensation of students for work performed on a project under this agreement, including all payments due as an employer's contribution under State or local Workers' Compensation laws, or under other applicable laws will be paid by the College.
3. Provide the necessary administrative and payroll accounting services to make wage payments to certified students employed by the Agency under this agreement.
4. Bill the Agency monthly for charges incurred under this agreement.
5. Determine, based upon the availability of reallocated Federal funds, whether any or all of the student employment positions provided for in this agreement shall be canceled prior to expiration of this agreement.

In Witness Whereof, the parties below have caused this agreement to be executed for the above named period. We have read the cover letter, and will comply with all of the program requirements and contract provisions.

Lewis & Clark College / Lewis & Clark Law School

City of Troutdale

By: Maurine Cromwell

By: John K. Anderson
JOHN K. ANDERSON
(print name and title)

Maurine Cromwell, Student Employment Specialist

Date: April 20, 2006

Date: 5/2/06

Lewis & Clark College
Student Financial Services

City of Troutdale
104 SE Kibling Avenue
Troutdale, OR 97060

0615 SW Palatine Hill Road
Portland, OR 97219

Copies: City of Troutdale, Student Financial Services, Business Office

Please sign and return the original contract to Student Financial Services in the envelope provided.