

This agreement is entered into between George Fox University, hereafter referred to as the "University", and Newberg Public Library hereafter referred to as the "Agency", for the period of September 1998 through April 1999 for the purpose of providing work to students eligible to participate in the Federal College Work-Study (FWS) Program.

Students will be made available to the Agency by the University for performance of specific work assignments. Students may be removed from work on a particular assignment or from the Agency at the University's discretion. 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, national origin, religion, or sex. The Agency agrees that 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 Health, Education and Welfare which implement those Acts.

The Agency 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 for unsatisfactory work performance or gross misconduct. A representative of the Agency shall provide at least one written performance evaluation to the student during the academic year, with a copy being sent to the University Human Resources Department.

The University shall be limited to determining that the students meet the eligibility requirements for employment under the Federal College Work-Study Program, to referring students to the Agency for possible hiring, and to determining that the students do work no more than their allotted hours when hired.

The Agency will:

1. employ under this program only those students certified as eligible by the Financial Aid Office of the University;
2. 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;
3. provide to those qualified students professional direction and responsible supervision, including necessary training and equipment to perform their duties properly and safely and any necessary training on procedures to follow for reporting/responding to emergencies, accidents or problems and suggested changes;

4. limit the number of hours of work for each student to not more than ten (10) hours in any week when classes are in session;
5. provide the necessary administrative and payroll services to reimburse the University for the Agency's portion of wage payments made to certified students employed by the Agency under this program and forward monthly time sheets to the Department of Human Resources of the University by the last day of the month for each student, showing the dates and hours worked, and certified by an authorized representative of the Agency;
6. pay the University monthly, within 10 days of receipt of bill, 40% of the total compensation to be paid to students employed under this agreement plus the employer's portion of Worker's Compensation coverage. The current rate is \$3.25 per hour which is 50% of \$6.50, the rate of regular Work-Study pay at the University;
7. provide the Human Resources Department at the University with prompt notification when a position is vacated;
8. obtain approval from the Human Resources Department at the University before interviewing prospective student employees to fill a position vacated by another student;
9. complete and provide to the University a job description for each position at the Agency in the format provided by the University;
10. complete the attached Agency information sheet.

The University will:

1. certify to the Agency for employment under this agreement only those students who are eligible under the Federal College Work-Study Program;
2. provide the necessary administrative and payroll accounting services to make wage payments to certified students employed by the Agency under this agreement;
3. bill the Agency monthly for charges incurred under this agreement;
4. notify the Agency of any student who becomes ineligible;
5. provide workers compensation insurance coverage to the student through the University's workers compensation policy;

Transportation for students to and from the Agency will not be provided by either the University or the Agency.

No. of students authorized: 2* ^{20 hours per week} Total hours authorized: 600 Hourly wage rate of student(s): \$6.50/hour

In Witness Whereof, the parties below have caused this agreement to be executed for the above-named period.

By: Peggy Sully
 Representing George Fox University
Director of Human Resources 8/10/98
 Title Date

By: Heath M. Sully
 Representing the Agency 8/24/98
Library Director - Newberg Public Library
 Title Date

* If you are interested in increasing or decreasing the number of positions you have please contact me ASAP.
 Thank! - ERINN H. 554-2183