

ORDINANCE NO. 149858

An Ordinance authorizing continuance of the College Work Study Program and the execution of agreements between the City of Portland and various colleges and universities, whereby the schools will provide students to work for the City under an agreement providing for sharing the cost through the Work Study Program, authorizing the drawing and delivery of warrants, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. Various colleges and universities including Portland State University, Portland Community College, Mt. Hood Community College and Clackamas Community College receive annual federal grants under the College Work Study Program pursuant to the Economic Opportunity Act.
2. The Colleges and universities under this program may agree to use part of the federal grant to provide the City with students to work at City activities.
3. Usually not more than 80% of the net cost of wages paid to eligible working students will be paid from federal grants, the local share thereof may be 20%, plus 4% average cost of payroll assessments to be paid by the City.
4. Some contracts may require a variation to this standard percentage, not to exceed 50% City share/50% institution share ratio.
5. Such student work would be performed under City supervision and would supply services in addition to normal employment in City bureaus to the benefit of the public.
6. Appropriate funds have been budgeted in the Bureau of Personnel Services for operation of this program in the City of Portland.

NOW, THEREFORE, the Council directs:

- a. The Mayor and the Auditor, upon request from a Commissioner desiring to utilize the services of a Work Study student, are hereby authorized to execute on behalf of the City an agreement with other eligible colleges and universities similar in form to Exhibit "A" attached to the original only hereof, and by this reference made a part hereof.

PORTLAND STATE UNIVERSITY
COLLEGE WORK STUDY PROGRAM
FINANCIAL SCHEDULE

119858

June 23, 1980 to June 15, 1981

City of Portland agrees to pay the UNIVERSITY in advance the ORGANIZATION'S share of Matching Funds (20% of gross wages plus actual cost of applicable payroll assessments including State Accident Insurance Fund (SAIF), Social Security and Employee Liability Insurance.)

<u>PAYMENT SCHEDULE</u> <u>20% of Wages</u>	+	<u>PAYROLL</u> <u>ASSESSMENTS</u>	=	<u>ORGANIZATION'S</u> <u>TOTAL</u>	<u>PAID TO THE</u> <u>UNIVERSITY BY:</u>
1. <u>Cost will be reimbursed to the university on the basis of the prior</u>					
2. <u>month's expenditures.</u>					
3. <u>Grant services to send monthly statement for total amount spent.</u>					
<u>TOTAL</u>					

The UNIVERSITY agrees to allot the sum of \$ _____ Federal funds for the ORGANIZATION to hire _____ eligible students under the College Work Study Program.

ORGANIZATION APPROVAL:

(signature)

Date

Address 510 S. W. Montgomery
Portland, OR 97201

UNIVERSITY APPROVAL:

Dennis Tomunoff
(signature) For Financial Aids
Date 6/13/80

(signature) For Grant Services
Date _____

PORTLAND COMMUNITY COLLEGE

SCHEDULE OF EMPLOYMENT

FOR: Portland Community College
Off-Campus College Work/Study Program

DATE: June 2, 1980

ORGANIZATION: City of Portland

MAILING ADDRESS: 510 SW Montgomery / City Hall; Portland, OR 97201

PHONE NUMBER: 248-4157

Inclusive dates of employment 6-15-80 TO 6-13-81
in accordance with the following provisions:

- A. Percentage of student compensation to be paid by the Organization to the College 20 %
- B. Employer's payroll contribution to be paid by the Organization 5 %
- C. Maximum amount Portland Community College students are allowed to earn at this organization \$ 25,000.
- D. Advance payment \$ Not Applicable
- E. Maximum number of hours students may be employed is twenty (20) hours per week.

PORTLAND COMMUNITY COLLEGE

ORGANIZATION

BY: Jean B. Olopai

BY: _____

NAME: Jean B. Olopai

NAME: _____

(Please type)

(Please type)

TITLE: Financial Aid Specialist

TITLE: _____

DATE: June 2, 1980

DATE: _____

THIS SCHEDULE SUPERSEDES THOSE ESTABLISHED UNDER PREVIOUS AGREEMENTS BETWEEN PORTLAND COMMUNITY COLLEGE AND THE ABOVE-NAMED ORGANIZATION.

Date _____

This agreement is made between the Mt. Hood Community College District, hereinafter referred to as "District" and _____
City of Portland hereinafter referred to as "Agency"; witnesseth that:

Whereas the District, through an agreement with the U.S. Office of Education under Title IV-C of the Higher Education Act of 1965, (College Work-Study Program) has funds available for placing eligible students for employment with public or private nonprofit organizations; and

Whereas the major types of programs in which the agency is engaged:

Running city government activities

_____ ; and

Whereas the parties hereto are desirous of providing college students who qualify under Title IV-C of this Act with certain off-campus work experience in order to provide needed part-time work, related if possible, to their educational objectives.

Now therefore, the premises being, as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

A. The District agrees to:

1. Refer students certified as eligible under the program to the Agency provided that the District does not hereby become obligated to refer students to fill all or any of the job positions requested by the Agency. Students may be removed from work on a particular assignment or from the Agency by the District either on its own initiative or at the request of the Agency.
2. Pay each student bi-monthly, on the basis of time records received from the Agency. This pay will reflect work accomplished in a two-week period ending two weeks previous to the paydate. These records must be submitted no more than three (3) working days after the work period ends, with compensation coming through the regular College payroll process less appropriate payroll deductions.
3. The Federal minimum hourly rate. The Agency will determine the rate of pay above this minimum and may have different positions for which there will be different pay scales. Wage rates should reflect rates paid to other persons in the locality performing jobs of identical or similar nature.
4. Provide workmen's compensation for each student employed under the program through the State Accident Insurance Fund (SAIF) and assume responsibility as provided by State Compensation Insurance Laws for injury or death to the students enrolled.
5. Present monthly invoices to the Agency for 25% of the gross wages paid to the students placed with the Agency. The billing includes 20% representing a direct wage reimbursement and 5% representing necessary employer's cost including administrative costs.
6. Provide the necessary administrative and payroll accounting services in order to make the wage payments to the students employed by the Agency under this program.
7. Notify the Agency of any student who may become ineligible.

B. The Agency agrees:

1. To provide employment for students certified by the District as eligible for such employment in the job categories and for the period specified in a schedule to be provided with the following conditions:
 - a. The Agency will be responsible for determining whether the applicant certified as eligible under the program is otherwise qualified for the employment offered, provided that no person shall, on the basis of age, handicap, national origin, race, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this program.
 - b. The Agency will be responsible for all necessary supervision during the period of employment.
 - c. The Agency will provide professional direction to those qualified students and to see that the work to be performed by the student is: (a) responsibly supervised consistent with the purpose of the Act; (b) does not involve the construction, operation or maintenance of so much of any facility as is used for sectarian instruction or as a place for religious worship; (c) does not involve any partisan or non-partisan political activity associated with a candidate, a contending faction or group in an election for public or party office, or an incumbent.
 - d. No student may be employed under this program for more than 8 hours in one day, nor more than 40 hours in any week. A student may not work over 20 hours per week while enrolled in classes, except during college vacation periods (Christmas, Spring, and Summer Vacations). Exceptions must have prior written approval from the Office of Financial Aid.
 - e. The work is in the public interest, would not otherwise be provided and will not result in the displacement of regularly employed persons.

2. To provide supervision, tools, equipment and transportation, if this is provided for regular employees from the assembly point to the work site.
3. To reimburse the district for 25% of the wage paid to the student as stated in A5.
4. That payments, where possible, will be made to the District within two weeks of receipt of invoice in accordance with local budgets.
5. To establish and maintain such records and submit such reports as may be required from time to time by the District.
6. To provide the District with a copy of their Federal, State, or Local articles of incorporation or facsimile to verify their non-profit and public service status.
7. That no student will be denied work or subjected to different treatment under this program on the grounds of race, color or national origin, and that it will comply with the provisions of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, and the regulations of the Department of Health, Education and Welfare which implement this Act.
8. That if emergencies occur requiring services in excess of limitations provided by Clause B-1d, the Agency will employ students by means of a separate employment transaction and payroll them for any time worked in excess of such hours, in accordance with Federal Laws and regulations.
9. To provide any work permits requested by State Laws.
10. To provide the District with detailed accurate Job Descriptions on forms provided by the District.
11. To limit total hourly employment of students employed under this agreement to no more than that dollar amount the COLLEGE reports as allotted to the STUDENT. (See *Student Employment Referral*, which is brought by each student referred.)

C. Both parties agree:

1. That students will be assigned to the Agency in accordance with the financial plan prepared and also in accordance with the Job Description as indicated in B10.
2. That assignment of students under this agreement may be to See job descriptions provided by
the Bureau of Personnel Services
(types of jobs)
3. That students are covered by Federal Tort Claims Act when assigned to work stations in the Agency but are not considered as Federal employees for employment purposes.
4. That this agreement covers the period between _____ inclusive and may be extended for any period of time as may be agreed upon by the parties, hereto, by a written extension to be signed by both parties and attached to this agreement prior to that termination date.
5. That no member of or delegate to Congress or resident commissioner shall be admitted to any share or part of the agreement or to any benefit that may arise therefrom. This provision shall not be construed to extend this agreement if made for a corporation for its general benefit.
6. That in the performance of the terms of this agreement, the parties agree that the provisions of Title Four of the Civil Rights Act of 1964 and Title IX of The Educational Amendments of 1972 will be met.
7. That nothing in this agreement shall be construed as obligating the Agency or the District to expend, or as involving the United States in any obligation for the future payment of, money in excess of appropriations authorized by law or appropriated for College Work-Study and administratively made available for this work.
8. That the District shall be deemed the employer for the purposes of this agreement. It has the ultimate employment rights with respect to the student for the Agency.
9. That the District shall provide equal employment opportunity to all employees regardless of age, handicap, national origin, race, religion or sex.

In Witness Whereof, the parties hereto have executed this agreement intending to be legally bound thereby.

Agency: City of Portland

Connie Mc CREADY
(Name of Agency Director - please print)

(Signature of Agency Director) (Date)

1220 S.W. 5th
(Mailing address)

Portland Oregon 97201
(City) (State) (Zip)

248-4120
(Agency Telephone Number)

Please indicate the name, address and phone number of the person to whom the MHCC Business Office is to submit the reimbursement claim as indicated in A5.

VonDel Fisk
(Name - please print)

510 S.W. Montgomery
(Address)

Portland Oregon 97201
(City) (State) (Zip)

248-4157
(Telephone Number)

Mt. Hood Community College District
Gary Nichols
Assistant Business Manager

(Signature) (Date)

EXTENSION OF COLLEGE WORK-STUDY AGREEMENT

This addendum agreement is made between Clackamas Community College and CITY OF PORTLAND for the purpose of extending the 79-80 College Work-Study Agreement between the College and Organization as outlined in "Both Parties Agree" section, subsection 3, paragraph 2.

Indicate name of person, agency, and address to be billed for the Organization's part of the student's wages.

Name _____

Title _____

Address _____

ORGANIZATION

By _____

Title _____

Date _____

CLACKAMAS COMMUNITY COLLEGE

By Sally Robinson

Title CONTROLLER

Date JUNE 10, 1980

RLT/mam
3/30/77
3-30-121-77
8/22/77

ORDINANCE No.

- b. Said agreement to be for the period terminating June 30, 1981, and providing for a City share as is appropriate for the school's particular program.
- c. The Mayor and the Auditor hereby are authorized to draw and deliver warrants chargeable to the 1980-81 Budget, General Fund, Bureau of Personnel Services, RU 314, BUC 31400082 Object Code 210, when demand is presented, approved by the proper authorities.

Section 2. The Council declares that an emergency exists because the authorization is needed immediately so that there may be no unnecessary program interruption or delay; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, JUN 26 1980

Mayor McCreedy
June 19, 1980
J.D.Stephens; D.L.Sears; esf


Auditor of the City of Portland

Calendar No. 2217

ORDINANCE No. 149858

Title

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THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie	1	
Jordan	1	
Lindberg	1	
Schwab	1	
McCready	1	

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

Filed JUN 20 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND
By: *Gordon Crace*
Deputy

INTRODUCED BY
Mayor McCready

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration <i>[Signature]</i>
Safety
Utilities
Works

BUREAU APPROVAL
Bureau: Personnel Services
Prepared By: <i>[Signature]</i> Date: 6/19/80
Budget Impact Review:
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>[Signature]</i>
S. D. Stephens

NOTED BY
City Attorney
City Auditor
City Engineer <i>[Signature]</i>