

## St. Joseph the Worker, Inc. Corporate Internship Program

### Corporate/Community Partner Agreement

This nine (9) page agreement ("Agreement") is entered into this \_\_\_\_ day of June, 2015 by and between the City of Portland and St. Joseph the Worker, Inc. Corporate Internship Program, an Oregon not-for-profit corporation ("SJWCIP") and wholly owned subsidiary of De La Salle North Catholic High School (DLSNC). In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

- 1) SJWCIP SERVICES. Pursuant to the terms of this Agreement, the City of Portland agrees to retain SJWCIP to provide a total of four (4) students for internship with the Portland Police Bureau. SJWCIP agrees to provide four (4) students for corporate internship to the City of Portland, who will work approximately one day per week, during a ten (10) month period, with optional extensions during school year breaks, subject to mutual agreement of SJWCIP and the City of Portland (as described in clause 8 herein). A more detailed description of the internship position the student will be performing is to be provided by the City of Portland and set forth on Addendum "A" attached hereto and incorporated herein. The City of Portland recognizes that SJWCIP has been organized for educational purposes and that such purposes are of primary importance in SJWCIP's performance under this Agreement. SJWCIP agrees to furnish four (4) students (who may be substituted with a different student from time to time) for the internship position described in Addendum A. SJWCIP shall endeavor to provide individuals who are reasonably qualified and skilled in areas in which their services are to be utilized. Students cannot report to the City of Portland for work until this Agreement has been executed by both parties. Each student works a maximum of no more than: (i) two days per week; (ii) eight (8) hours per day; and (iii) eighteen (18) hours per week. All work will relate to the mission and activities of the Portland Police Bureau. Furthermore, all student work will be conducted between the hours of 7 am and 7 pm.
- 2) ST. JOSEPH THE WORKER CRISTO REY ADMINISTRATION AND SUPERVISION.
  - a. To the extent permitted by Oregon law, SJWCIP shall be the employer of the students.
  - b. SJWCIP shall, in consultation with the City of Portland, supervise students including, without limitation:
    - i. Supervising through SJWCIP personnel or agents the students' performance of their duties under criteria established by SJWCIP;
    - ii. Monitoring each student's compliance with his or her job description;
    - iii. Supervising conduct and appearance of the students;
    - iv. Reprimanding, suspending, terminating or otherwise providing discipline to students;
    - v. Setting each student's compensation; and
    - vi. Determining and controlling all other conditions incidental to SJWCIP's employment of the students.
  - c. SJWCIP shall pay all required state, federal or local employment withholding taxes for the student.
  - d. SJWCIP shall be solely responsible for providing any employment benefits and worker's compensation insurance coverage to students in the corporate internship program.

- e. SJWCIP will consult with the City of Portland in filling the corporate internship positions (described in Addendum A) but SJWCIP retains the sole right to determine which students will fill them. The City of Portland has no right to approve this determination, but may reject any student so furnished; if the City of Portland is dissatisfied with that student's performance. SJWCIP retains the absolute right to substitute students from time to time, as determined by SJWCIP.
- f. SJWCIP affirms that all students receive the minimum number of instructional hours to be considered enrolled in a fully-accredited college preparatory curriculum in the state of Oregon.
- g. SJWCIP affirms that its employment of minors is in compliance with the youth employment provisions of Federal and Oregon State Labor Law to include the applicable minimum wage provisions contained in section 6 of the Fair Labor Standards Act (FLSA). SJWCIP affirms that its employment of students complies with the provisions of U.S. Department of Labor 29 CFR 570.33, 570.34, and 570.37.

3) CITY OF PORTLAND PARTICIPATION IN STUDENT MANAGEMENT. Pursuant to the terms of this Agreement, the City of Portland shall direct students in their day to day performance of their internship positions, and train them in specific skills required by the City of Portland when necessary, subject to provisions of clause 2 of this Agreement.

- a. The City of Portland further agrees:
  - i. To provide to students any applicable instructions regarding company rules, regulations or policies, including any applicable safety instructions;
  - ii. To provide reasonable cooperation with SJWCIP during its periodic student performance evaluations;
  - iii. To promptly report any student performance deficiencies of any kind directly to SJWCIP so that SJWCIP may immediately investigate and, if necessary, correct any such deficiencies or problems;
  - iv. To cooperate fully with SJWCIP regarding any labor or other regulatory requirements including, but not limited to, retaining copies provided by SJWCIP of individual student work permits at the City of Portland's work place;
  - v. Not to discriminate in the City of Portland's treatment of students based upon age, race, sex, religion or nationality and shall conform to all applicable labor laws;
  - vi. Not to engage in employment practices which result in harassment or injury to the students;
  - vii. To provide students with a reasonable number of break periods during the workday for meals and rest;
  - viii. To comply with all applicable federal, state and local rules and regulations, including without limitation any labor, employment and insurance rules and regulations; and
  - ix. To ensure that the corporate internship positions provided by the City of Portland will not vary substantially from those described in Addendum A.
- b. The City of Portland acknowledges and agrees that because SJWCIP's primary purpose is the education of its student workers and because the internship program is intended to further that purpose, the City of Portland shall endeavor, to the extent possible without interfering with the City of Portland's business operations or efficiency, to afford educational opportunities in the work place.

4) TERM EXTENSION AND TERMINATION.

- a. Term and Extension: The term of this Agreement shall commence on August 1<sup>st</sup> of 2015 and shall remain in full force and effect until July 31<sup>st</sup> of the following year (the "Term") and shall renew for successive one year Terms until the City of Portland notifies SJWCIP in writing of its election to terminate this Agreement, such notice to be delivered to SJWCIP by June 1<sup>st</sup> of the then current Term year, unless sooner terminated as provided herein.
- b. Termination: This Agreement may be terminated by either party upon thirty (30) days' written notice of a breach by the other party; provided, however, that if the defaulting party cures such default within thirty (30) days, then such notice shall be of no force and effect. Termination of this Agreement for any reason shall not in any way relieve the City of Portland of its obligation to pay SJWCIP for all amounts owed pursuant to terms of this Agreement through the date of valid termination.

5) FEF. The City of Portland shall pay to SJWCIP a total of six thousand eight hundred twenty-three dollars and seventy-five cents (\$6,823.75) per student for a total of twenty-seven thousand two hundred ninety-five dollars (\$27,295) in accordance with the schedule attached hereto as Addendum "B". The City of Portland acknowledges that any and all payments made pursuant to this Agreement are not charitable donations and the City of Portland agrees not to characterize them as such.

6) INSURANCE. The City of Portland and SJWCIP agree to maintain insurance coverage as follows:

- a. SJWCIP shall furnish and keep in full force and effect at all times during the term of this Agreement:
  - i. Worker's Compensation insurance covering all students filling corporate internship positions under the terms of this Agreement, to a limit of one million dollars (\$1,000,000) per accident for coverage B; and
  - ii. Comprehensive automobile liability insurance covering all SJWCIP and DLSNC vehicles used for the transport of students to and from the Corporate/Community Partner's work place with a limit of one million dollars (\$1,000,000) per occurrence,
  - iii. SJWCIP shall cause to be issued a certificate of insurance describing coverage required herein to City of Portland, reflecting the fact that the City of Portland shall receive not less than thirty (30) days advance notice of cancellation or material change. SJWCIP agrees to have this certificate reissued when appropriate to reflect renewals and material changes in its insurance program, and
  - iv. SJWCIP agrees that the insurance provided to comply with this Agreement shall be primary to, and not contributive with, any applicable insurance which may be otherwise available to the City of Portland, and
  - v. SJWCIP agrees that it will be responsible for any deductibles or retentions which may apply to this insurance, and
  - vi. SJWCIP agrees to have its insurers waive rights of subrogation against the City of Portland.
- b. The City of Portland shall maintain its self-insurance retention program and will provide a certificate of self-insurance upon request.

- 7) NOTICE TO PARTIES. All notices required or permitted to be served pursuant to this Agreement shall be given or made in writing and shall be served personally or mailed by prepaid certified US mail
- a. To City of Portland at:  
 City of Portland Bureau of Police  
 1111 SW 2<sup>nd</sup> Avenue #1526  
 Portland, Oregon 97204
  - b. To SJWCIP at:  
 St. Joseph the Worker, Inc. Corporate Internship Program  
 c/o Aiyana Ashley, Director, Corporate Internship Program  
 7528 N. Fenwick Ave.  
 Portland, OR 97217
  - c. If to SJWCIP, also a copy to:  
 St. Joseph the Worker, Inc. Corporate Internship Program  
 c/o Tim Hennessy, DLSNC President  
 7528 N. Fenwick Ave.  
 Portland, OR 97217
  - d. Any notice given in accordance with the provisions of this section shall be deemed to be effective, if delivered, on the date of such delivery, or if by mail, upon the second day following the date of such mailing. Each party must give notice to the other party of a change of its address for the purpose of giving notice under this section.
- 8) CORPORATE COMMUNITY CLIENT EMPLOYMENT OF STUDENTS.
- a. The City of Portland agrees not to hire any student worker on any basis without the prior consent of SJWCIP. The City of Portland agrees, given the educational purpose of the internship program, to refrain from recruiting student workers without SJWCIP consent. Students will not work more than eight (8) hours a day, no more than eighteen (18) hours in a week and not outside of 7:00 AM – 7:00 PM, when school is in session. SJWCIP shall provide to the City of Portland all necessary student employment certificates.
  - b. During school year breaks the City of Portland may, with the consent of SJWCIP, opt to participate in an extension of this Agreement for specifically designated students during such periods. The City of Portland agrees that the provisions of this Agreement will remain in full force and effect during any such school year break employment.
- 9) DEFENSE RELEASE AND INDEMNIFICATION.
- a. By SJWCIP
    - i. SJWCIP shall indemnify and hold the City of Portland harmless from and against any and all claims to the extent arising from any breach or default in the performance of any obligation on SJWCIP's part to be performed under the terms of this Agreement, or to the extent arising from any act of negligence of SJWCIP, or any of its agents, contractors, employees, licensees and from and against all costs, reasonable attorney fees, reasonable expenses and liabilities

incurred in the defense of any such claim or any action or proceeding brought thereon.

- ii. SJWCIP shall not, however, be liable for damage or injury occasioned by the negligence or acts of the City of Portland.

b. By the City of Portland

- i. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, the City of Portland further indemnifies and holds SJWCIP parties harmless from and against any and all claims to the extent arising from any breach or default in the performance of any obligation on the City of Portland's part to be performed under the terms of this Agreement, or to the extent arising from any act of negligence of the City of Portland, or any of its agents, contractors, employees, licensees and from and against all costs, reasonable attorney fees, reasonable expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.
- ii. The City of Portland shall not, however, be liable for damage or injury occasioned by the negligence or acts of the SJWCIP parties.

10) ENTIRE AGREEMENT. This Agreement including Addenda A and B attached hereto, contains the entire agreement between the parties regarding the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding, unless executed in writing by both the City of Portland and SJWCIP.

11) SEVERABILITY. If any provision of this Agreement or its application to any person or circumstance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or such circumstance other than to those as to which it is so determined invalid and unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12) ASSIGNABILITY. Neither party may assign or transfer this Agreement or any rights pursuant thereto, without the prior written consent of the other party.

13) WAIVER. Failure of either party at any time to require performance of the other party hereto or to claim a breach by such other party of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor shall it diminish the effectiveness of this Agreement, nor any part hereof, nor prejudice the party with respect to any subsequent action.

14) CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS. Neither the City of Portland nor SJWCIP shall issue any public announcements regarding the SJWCIP corporate internship program without the prior written consent of the other party; provided, however, that the City of Portland agrees to allow SJWCIP to use its name in certain publications in a list form with Corporate/Community Partners participating in the corporate internship program solely to acknowledge the Corporate/Community Partners as participating in the corporate internship program.

- 15) TIME OF THE ESSENCE. Time is of the essence with regard to all dates provided herein for performance of any obligation by all parties.
- 16) GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
- 17) PARAGRAPH HEADINGS. The paragraph headings of this Agreement are for reference only and shall not be considered in the interpretation of this Agreement.
- 18) EXECUTION COPIES. This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same document.

IN WITNESS THEREOF, the parties have executed this Agreement at Portland, Oregon as of the date first above written.

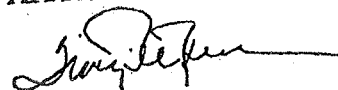
City of Portland \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

Larry O'Dea \_\_\_\_\_  
Printed Name

Chief of Police \_\_\_\_\_  
Title

APPROVED AS TO FORM



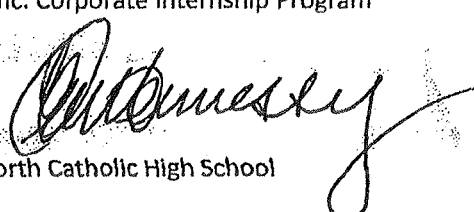
CITY ATTORNEY  
OLW

6-8-2015

St. Joseph the Worker, Inc. Corporate Internship Program

Tim Hennessy

President, De La Salle North Catholic High School



## Addendum "A"

### St. Joseph the Worker, Inc. Corporate Internship Program Job Description

Company \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Department \_\_\_\_\_  
 Supervisor Name and Title \_\_\_\_\_  
 Contact Work Number \_\_\_\_\_  
 Contact Cell Number \_\_\_\_\_  
 Email Address \_\_\_\_\_

**Job Responsibilities (Check all applicable boxes)**

<input type="checkbox"/>	Document Management	<input type="checkbox"/>	Data Entry	<input type="checkbox"/>	Written Communication & Email Office Equipment	<input type="checkbox"/>	Presentation & Development
<input type="checkbox"/>	File Management	<input type="checkbox"/>	Document Disposal/Shredding	<input type="checkbox"/>	Order Processing	<input type="checkbox"/>	Sales/Lead Generation
<input type="checkbox"/>	Internet Research	<input type="checkbox"/>	Phone Coverage/Reception	<input type="checkbox"/>	Client Service	<input type="checkbox"/>	Conference Room Set Up
<input type="checkbox"/>	Mail Delivery	<input type="checkbox"/>	Note Taking	<input type="checkbox"/>	Patient Care	<input type="checkbox"/>	

**Other (Please specify)** \_\_\_\_\_

**Required Skills (Check all applicable boxes)**

<input type="checkbox"/>	Verbal Skills	<input type="checkbox"/>	MS Outlook	<input type="checkbox"/>	Fax Machine	<input type="checkbox"/>	Adobe Photoshop
<input type="checkbox"/>	Written Skills	<input type="checkbox"/>	MS Word	<input type="checkbox"/>	Printer	<input type="checkbox"/>	Calculator
<input type="checkbox"/>	Organized	<input type="checkbox"/>	MS Excel	<input type="checkbox"/>	Scanner	<input type="checkbox"/>	PC
<input type="checkbox"/>	Ability to work independently	<input type="checkbox"/>	MS PowerPoint	<input type="checkbox"/>	Copier	<input type="checkbox"/>	Mac
<input type="checkbox"/>		<input type="checkbox"/>	Multiline Phone	<input type="checkbox"/>	Label Maker	<input type="checkbox"/>	Postage Meter

**Other (Please specify)** \_\_\_\_\_

Students are required to report to corporate internship in the school's dress code. Are there any special requirements of this job that would necessitate an exception to this rule? \_\_\_\_\_

As a part of their job, will students be required to leave the work place at any time? If yes, please describe why. \_\_\_\_\_

Are there specific requirements of employment (such as background checks, drug tests etc.)? If yes, please elaborate. \_\_\_\_\_

Please complete the job description electronically or print legibly and return no later than **August 1<sup>st</sup>** to the attention of Kevin Doherty, Business Development Manager, Corporate Internship Program.

## Addendum "B"

### St. Joseph the Worker, Inc. Corporate Internship Rates and Payment Schedules

One student: \$6,823.75 (.25 FTE)  
Two students: \$13,647.50 (.5 FTE)

Three students: \$20,471.25 (.75 FTE)  
Four students: \$27,295.00 (1 FTE)

The St. Joseph the Worker, Inc. Corporate Internship Program offers three different payment schedules. Please select a payment plan; sign the form and return it along with the signed contract to:

*St. Joseph the Worker, Inc. Corporate Internship Program, 7528 N. Fenwick Ave., Portland, OR 97217*

Scheduled Payment Due	Plan 1	Plan 2	Plan 3
	Full amount one-time payment	Three equal installments	Ten Equal Payments
September 1 <sup>st</sup>			
October 1 <sup>st</sup>	XXX	XXX	
November 1 <sup>st</sup>	XXX	XXX	
December 1 <sup>st</sup>	XXX		
January 1 <sup>st</sup>	XXX	XXX	
February 1 <sup>st</sup>	XXX	XXX	
March 1 <sup>st</sup>	XXX		
April 1 <sup>st</sup>	XXX	XXX	
May 1 <sup>st</sup>	XXX	XXX	
June 1 <sup>st</sup>	XXX	XXX	
<i>Please circle one payment choice →</i>	Plan 1	Plan 2	Plan 3

*Please print.*

**Mail Invoices to:**

Contact: \_\_\_\_\_

Company: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State, Zip code: \_\_\_\_\_

- OR - P.O. # (if required): \_\_\_\_\_

**Invoice Electronically:**

Contact: \_\_\_\_\_

Company: \_\_\_\_\_

Email address: \_\_\_\_\_

If your company would like to make electronic payments, please check the box below and use the following routing information:

☐ **Yes, we will pay electronically**

St. Joseph the Worker Corporate Internship Program

Bank: Wells Fargo Bank

Routing #: 123006800

Account #: 3258156482

Email confirm: bweis@dlsnc.org