

WORK-STUDY AGREEMENT

Between

ISD 709 Tutor Program
(Organization)

Federal, State or local public agency or private, non-profit organization
(Please mark one)

and

The College of St. Scholastica, Duluth, Minnesota

The parties agree as follows:

A. The College of St. Scholastica (Institution) agrees:

1. To make available to the Organization during the period of this agreement, eligible students selected and employed by the Institution under the provisions of the College Work-Study Program to perform specified work assignments under the direct supervision of qualified personnel of the Organization to be approved by the Institution.
2. Students made available under this agreement, if eligible, will be limited to College Work-study guidelines as established by the U.S. Department of Education.
3. As Employer, will pay compensation for the services of all students under the work-study program made available to the Organization in accordance with schedules agreed upon by the parties from time to time, to be attached to this agreement.
4. As Employer, is responsible to pay all payroll taxes and costs incurred under the Worker's Compensation Law.
5. At the request of the Organization, to terminate employment of any student from the Organization.

B. The Organization agrees:

1. That work to be performed for the Organization under the terms of this agreement will either be related to the student's occupational objective or be work in the public interest which would not otherwise be provided.
2. That said work will not result in the displacement of employed workers and will be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as type of work performed, geographical region and proficiency of the employee.
3. That the work accomplished under this agreement will not involve any political activity nor will it involve construction, operation or maintenance of a facility for religious worship.

4. That students made available to the Organization under this agreement will not work more than 40 hours in any week.
5. To pay to the Institution twenty-five percent of the total salary paid to the student while he/she is performing services under the work-study program for the Organization. This applies to those students that qualify for federal/state work-study funding. This compensation will be deducted from the funds received by the Institution from the Organization prior to the start of the program.
6. To pay to the Institution one hundred percent of the total salary paid to the student while he/she is performing services under the work-study program for the Organization. This applies to those students that do not qualify for federal/state work-study funding. This compensation will be deducted from the funds received by the Institution from the Organization prior to the start of the program.
7. Funds received by the Institution will not exceed \$99,000 as originally agreed upon under separate contract. (Payment by the Organization to students in sections 5 & 6 above, refer specifically to this contract amount and will not exceed the agreed upon amount.)
8. That no student be denied work or subjected to a different treatment under the provisions of this agreement on the grounds of race, color or national origin and that it will comply with the provisions of the Civil Rights Act of 1964 and the regulations of the Department of Health, Education and Welfare which implements that act.
9. To validate hours reported by students through the Institution, by an authorized official of the Organization.

It is further agreed that schedules bearing signatures of an authorized official of the Institution and of the Organization, to be attached to this agreement from time to time, will set forth brief descriptions of the work to be performed by students under this agreement, the total number of students to be employed, the hourly rate of pay and the total number of hours per week each student will utilize.

It is further agreed between the parties that at no time a student performing work for the Organization under this agreement shall be deemed an employee of the Organization.

This agreement is effective from 12/07/2020 to 06/10/2021 (or earlier if the program ends) when approved by representatives of The College of St. Scholastica and ISD 709 Tutor program (Organization).

This agreement may be extended beyond the above date by mutual agreement.

For The College of St. Scholastica:

Jonna Marholz

Student Employment Coordinator

12/07/2020

For the Organization:

Catharine Eilson

Title: CFO

Date: 12/7/20