



## **FEDERAL WORK-STUDY PROGRAM COMMUNITY SERVICE AGREEMENT**

**THIS IS AN AGREEMENT**, Entered into on August 17, 2005 between Palm Beach Community College, a public corporation of the State of Florida, a postsecondary educational institution of the State of Florida (The "Institution"), and School District of Palm Beach County, Florida, an eligible employer (The "Employer"), for the purpose of providing work to students to participate in the Federal Work-Study Program.

The institution has funds from the Federal Work-Study authorization to provide financial assistance for students to work in community service jobs, as defined in the Federal Student Financial handbook for 2005-2006.

The Employer is in a position to utilize the services of such students.

In consideration of the mutual covenants contained in this agreement and other good and valuable consideration, the receipt of which is acknowledged the parties agree as follows:

**A. The employer agrees:**

1. To utilize the services of qualified students referred to it by the Institution who are eligible to participate in the Federal Work-Study Program. A detailed job description must be completed. Any subsequent changes in the job description must be reported and agreed upon by the Institution before changes become effective.
2. To comply with all appropriate federal and state civil rights laws.
3. To employ students to perform only non-sectarian work.
4. To ensure that students will be rendering services under supervision.
5. The employer, for the purpose of this agreement, further agrees to:
  - a. Supervise in a reasonable manner the work performed by the student(s);
  - b. Maintain a daily record of the hours worked by each student in a form designed by the Institution for that purpose.
  - c. Submit to the District Financial Aid Office, on the appropriate form and with the time limit specified by the Institution, all payroll information required by the Institution.
  - d. Provide a written evaluation of the performance of each student by June 30<sup>th</sup> 2006 or upon termination of employment.
  - e. To notify the Institution of any changes affecting the student's employment.

**B. The Institution agrees:**

1. To determine student's eligibility for employment for the Federal Work-Study Program in accordance with federal guidelines;

2. To refer to the Employer only those students eligible for the program who are qualified for employment;
3. To pay directly to employed students their total compensation less appropriate deductions bi-monthly on the 15<sup>th</sup> and last day of the month at a rate of \$7.65 per hour and to bear the costs of any employee benefits, including all payments due as an employer's contribution under State Workers' Compensation laws, federal Social Security laws, and other applicable laws;
4. To make available upon request by the Department of Education its payroll records for students paid under this agreement for audit purposes;
5. To notify the employer of any students who may become ineligible;
6. To review with the student(s) the terms of this agreement and the terms of the daily time record form;
7. To pay for finger printing and background checks for students in the community service and/or Federal Work-Study Program employed by the School Board of Palm Beach County. Background checks to be conducted by the School District of Palm Beach County Police Department at a fee of \$84 per student.

\* The pay rate is subject to change.

C. Both parties agree:

1. The total payroll shall consist of the hourly rate of compensation paid a student multiplied by the number of hours of work performed by the student. The number of hours any student may work during any pay period should be agreed upon prior to the commencement of employment.
2. Neither the Institution nor the Employer will provide transportation for students to and from their work assignments.
3. This agreement may be amended upon mutual written consent of the Employer and the Institution.
4. Either party may terminate this agreement if there is failure by the other party to comply with the material provisions of this Agreement. The Agreement may also be terminated in the event that funds are no longer available to fulfill the purposes of this Agreement.
5. This Agreement will terminate the 30<sup>th</sup> day of June 2006, or after 30 days written notice by either party, whichever comes first.
6. The parties understand that all students provided to the School District of Palm Beach County, Florida pursuant to this Agreement are Palm Beach Community College employees and all applicable labor contracts apply.
7. The parties shall comply with the Florida Educational Equity Act and other federal and state laws, which prohibit discrimination on the basis of race, sex, national origin, marital status, or handicap.

D. Institution is subject to all School District obligations relating to compliance with student records confidentiality laws. By signing this Agreement, Institution acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.



E. Institution and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents, or employees of the Board. No officer agent or employee of

Institution or Board shall be deemed an officer, agent or employee of the other party. Neither Institution or Employer, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

Palm Beach Community College acting for the behalf of Florida division of Community Colleges, public corporation of the State of Florida.

BY: Rene A. Bl Date: 6/23/05  
Vice President Administration and Business Services, Palm Beach Community College

BY: Shelley Paopao Date: 7-14-05  
Volunteer Coordinator for Federal Work-Study Community Service, School District of Palm Beach County, Florida  
(Employer Representative)

Signed for School District of Palm Beach County, Florida: \_\_\_\_\_  
Chairperson, School District of Palm Beach County, Florida

Approved as to form:

STC RGA Date: 7/14/05  
Attorney

**Addendum, Concerning Fingerprinting,  
to the Agreement Between the School District of  
Palm Beach County, Florida ("School Board") and  
Palm Beach Community College ("Provider")**

The parties have entered into an Agreement ("Agreement") dated August 17, 2005 for the Provider to provide certain services to the School District. The parties wish to amend the Agreement based upon the terms and conditions contained herein. The following language is hereby incorporated into the Agreement:

All individuals who will have direct contact with children or any student of the School District must be fingerprinted and background checked. Provider agrees to undergo a background check and fingerprinting if he/she is an individual who will be in contact with any students and to require that all individuals in the organization who will have direct contact with any student must submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of Provider. Provider shall not begin providing services contemplated by this Agreement until Provider receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Provider (or discontinuation of Provider's services) on the basis of these compliance obligations. Provider agrees that neither the Provider, nor any employee, agent or representative of the Provider who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes § 435.04 will have contact with children or any student of the School District.

The parties acknowledge that the terms of this Addendum supersede any inconsistent terms in the existing contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum:

Palm Beach Community College

The School District of Palm Beach County, Florida

By: Paul A. Bul

By: \_\_\_\_\_

Date: 6/23/05

Date: \_\_\_\_\_



**ADDENDUM, Concerning Student Information, to the Contract  
("the Contract") dated August 17, 2005 between The School District of Palm Beach  
County, Florida and Palm Beach Community College [vendor/partner].**

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, the School District hereby designates Palm Beach Community College [vendor/partner] ("the Party") as an "other school official" for purposes of receiving limited personally-identifiable student information under FLA. STAT. § 1002.22(3)(d)2 because the School District recognizes the Party has legitimate educational interests in receiving this information in order to carry out the Party's responsibilities for the school or District under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:

- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the services under contract. The District has determined that the Party has a legitimate educational interest in receiving only the following fields of student data [for example: name, grade-level, school attending, etc.; add more spaces as necessary to cover the minimum scope of data actually deemed needed]: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_; and
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out their responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the School District (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

Palm Beach Community College

The School District of Palm Beach County, Florida

By: Daniel A. Burr

By: \_\_\_\_\_

Date: 6/23/05

Date: \_\_\_\_\_

**Approved As To Form  
And Legal Sufficiency**

*[Signature]* 7/14/05