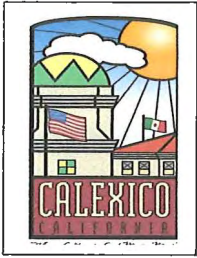


**AGENDA  
ITEM**


**9**




# AGENDA STAFF REPORT

**DATE:** June 1, 2022

**TO:** Mayor and City Council

**APPROVED BY:** Diego Favila, Interim City Manager 

**PREPARED BY:** Lizeth Legaspi, Library Manager 

**SUBJECT:** Approval of Work-Study Contract Agreement with Imperial Valley College (IVC) for Fiscal Year 2022-2023

=====

**Recommendation:**

Authorize the Interim City Manager to sign the contract with Imperial Valley College Work-Study Program.

**Background:**

The IVC Work-Study program partners with non-profit agencies such as the City of Calexico to provide work to students who are eligible to participate. Students perform work that is in the public interest. The City of Calexico has partnered with this program for the last 31 years.

Participants are afforded training in areas such as general office work, library activities, adult literacy, traffic control and recreation activities. Participants must be supervised at all times by a full-time city employee and will not be replacing former employees as work assigned is additional activities generated during the year.

The IVC Work-Study program pays 65% of the participant's salary. The city is responsible for the balance of 35%. City departments regularly include funding for this program.

**Discussion & Analysis:**

The City of Calexico, throughout the years, has used the services of training agencies. The partnership allows the trainee to learn skills that will contribute to the trainee's transition to employments opportunities in the public or private sector. This training agreement must be renewed annually. The agreement with IVC is for a one-year period ending June 30, 2023.

**Fiscal Impact:**

- \$ 7,000 (library)
- \$ 5,200 (recreation)
- \$ 4,000 (police)

**AGENDA  
ITEM**

**9**

**Coordinated With:**

Police and Recreation Departments

**Attachment:**

1. Contract Agreement
2. Agency Memo
3. Work-Study Job Descriptions
4. Work-Study Wage Ranges FY 2022-23



**IMPERIAL VALLEY COLLEGE  
WORK-STUDY CONTRACT AGREEMENT  
2022-2023**

**AGREEMENT**

THIS AGREEMENT is executed as of the 1st day of June, 2022 by and between Imperial Valley College (hereinafter called "**Institution**"), and the employer,  
City of Calexico, hereinafter called "**Agency**".

**WITNESSETH**

**WHEREAS**, it is the intention of the parties to participate in the Federal Work-Study Program, pursuant to Title IV, Part C, Section 441-446 of the Higher Education Act of 1965 as amended (42 U.S.C.2751-2756) for the purpose of providing work to students eligible for the program; and

**WHEREAS**, Institution and Agency desire that certain of the Institution's students engage in work for public and private nonprofit Agencies under the Federal Agency Work-Study Program, authorized by the Higher Education Act of 1965, and,

**WHEREAS**, Institution and Agency desire that certain of the Institution's students and participants of the CalWORKs Program engage in work for private, for profit or private nonprofit and for public agencies under provisions of the State CalWORKs Program,

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. The Institution shall be the employer of record. It has the ultimate right to control and direct the services of the student for the Agency. It shall also determine that the students meet eligibility requirements for employment under at least one of the Work-Study Programs: Federal Work-Study, Federal Extended Opportunities Programs and Services Work-Study, College CalWORKs Program, Institution shall assign eligible students to work for the Agency. In addition: students' awarded hours may be modified (**INCREASED/DECREASED**), by the institution based on the availability of federal and state funds. The Agency's responsibility for supervision shall be limited to direction of the details and means by which students perform work for Agency.
2. Agency shall meet any and all other conditions as set forth in the Work-Study Guidelines for the higher Education Act of 1965, and set forth in the California Education Code, part 42, as amended.
3. The work performed by such students shall be in the public interest or, in the case of private for profit employment, work shall be related to the student's academic major, course work, or career interest, and shall not:
  - a. Displace or supplant employed workers or positions budgeted for regular employees in the previous or subsequent 12 month period; nor shall work require any funds appropriated for this program to supplant any state, federal, institutional or other funds used to support previous or existing paid positions in any profit or nonprofit agency; impair existing contracts for services; nor fill positions that are vacant because the employer's regular employees are on strike;

- b. Involve any partisan or nonpartisan political activity associated with a candidate or with a contending faction or group in an election for public or party office
- c. Involve any lobbying on the Federal, State or local levels; nor
- d. Involve the construction, operation, or maintenance of any facility that is used or is to be used for sectarian instruction or as a place for religious worship.

4. **Agency agrees:**

- a. To utilize the services of qualified students referred to it by the Institution who are eligible to participate in the Federal Work-Study Programs, hereinafter referred to as "Participants".
- b. To submit a request form for student referral, hereinafter called "**Work-Study Job Description Form**", which provides all of the following information:
  - 1. The total number of all positions available;
  - 2. A job description of each available position, including the suggested rate of pay;
  - 3. The skills required of the prospective Participant;
  - 4. Preferred days and hours.
- c. Provide a mutually acceptable workstation to participant and, in so doing, to provide supervision, necessary equipment, materials and tools. The Institution shall in no way be held liable for the operation of vehicles, equipment and tools. Agency will permit supervision by a representative of the Institution.
- d. Complete all necessary monthly time keeping for accounting purposes on forms provided by the Institution. Certify the accuracy of hours reported and of satisfactory performance on the part of the Participant.
- e. Provide a written evaluation of work performed at the end of each employment period and, on an annual basis make available to the Institution, and/or the U.S. Department of Education, all records pertaining to the placement of Participants under this Work-Study Agreement.
- f. Participants are allowed to work fifteen (15) hours per week. However, **permission may be granted for a limited extension** of not more than twenty (20) hour per week under special conditions. The extent of the student's financial need and the potential harm of the combination of work and study hours on a student's academic progress shall be taken into consideration when determining maximum hours a student can work on an individual basis. Participants must be enrolled at Imperial Valley College to be eligible for Federal Work-Study.
- g. Pay monthly to the institution a percentage of the total compensation:

Non Profit Agency	35%
For Profit Agency	50%
Cal Works Program	25%
EOPS/America Reads	0%



- h. The Agency, both profit and non-profit, also agrees to reimburse the Institution for **100% of the Worker's Compensation Insurance and 100% sick leave paid in accordance with California AB 1522.**
- i. In accordance with Title VI of the Civil Right Act of 1964 and Title IX of the Educational Amendments of 1972, the services and benefits of the Agency, which involve the work of such students, shall be available to all persons regardless of race, color, national origin, gender, religion or disability.

**5. Institution agrees:**

- a. To post Agency job descriptions on campus on-line job board.
- b. To notify the Agency of any student who may become **ineligible.**
- c. To review, with the Participants, the terms and conditions of the Work-Study program.
- d. Upon the verbal or written request of the Agency, the Institution will accept the termination of any Participant provided by the Institution.
- j. **The Institution shall be responsible for the administration of the Work-Study Program, the maximum hours allowed and the rate of pay per Participant.** The Agency shall not make payments of money to Participants.
- k. During the term of this Work-Study Agreement, the Institution shall obtain and keep in force at all times, Workers' Compensation Insurance covering all Participants during assigned working periods.

- 6. Compensation to be paid to Participants shall be no less than the state minimum wage, and, shall be appropriate and reasonable in light of the work to be performed by them. Rate of pay shall be subject to approval by Institution.
- 7. In accordance with Title VI of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, the services and benefits of an Agency, which involve the work of students, shall be available to all persons regardless of race, color, national origin, or sex, religion or handicap. No student shall be denied participation in the Work-Study Programs because of race, color, national origin, or sex, religion or handicap.
- 8. Compensation of Participants for work performed on a project under this agreement will be disbursed--and all payments due as an employer's contribution under State of local Workers' Compensation laws, under Federal or State Social Security laws, as required, will be made--by the Institution unless otherwise required by state law.
- 9. To the extent authorized by law, Institution shall indemnify, hold harmless and defend the Agency, its officers, agents, and employees against all liability, claims, losses, demands and actions for injury to or death of persons or damage to property arising out of or in consequences of this agreement, provided such liability, claims, demands, losses or actions are due to the negligent acts or omissions of the Institution, its officers, agents, employees or student-participants in the performance of this agreement; and
- 10. To the extent authorized by law, the Agency shall indemnify, hold harmless and defend the Institution, its officers, agents and employees against all liability, claims, losses, demands and actions for injury to or death of persons or damage to property arising out of or in consequences

of this agreement, provided such liability, claims, demands, losses or actions are due to the negligent acts or omissions of the Agency, its officers, agents, or employees in the performance of this agreement.

11. Contract Agreement may be canceled by either party upon seven (7) days advance written or verbal notice to the other party.
12. This Contract Agreement shall be subject to the availability of funds to the Institution for the portion of the Participant's compensation not to be paid by the Agency. It shall be subject to the applicable provisions of Title IV, Part C, Sections 441-446 of the Higher Education Act of 1965, and/or to Article 18 of the California Education Code.
13. This Contract Agreement shall be effective **July 1, 2022 and terminate June 30, 2023**, unless terminated sooner.
14. This Contract Agreement may not be changed except by a written document signed by authorized representatives of Agency and Institution.
15. This Contract Agreement constitutes the entire agreement between the parties. There is no express or implied agreement except as stated in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year first above written.

By:



Signature of Institutional Contracting Officer

**Lisa Seals**

Director of Financial Aid

**Imperial Valley College**

Name of Institution

**380 E. Aten Road**

**Imperial, CA 92251**

Institution Address

**lisa.seals@imperial.edu**

Email Address

**(760) 355-6474**

Telephone Number

By:

Signature of Agency Representative

Diego Favila

Name of Agency Representative (Please print or type)

City of Calexico

Name of Agency

608 Heber Ave.

Calexico, CA 92231

Agency Address

dfavila@calexico.ca.gov

Email Address

760-768-2110

Telephone Number

95-6000684

Agency State Tax Number

04/22

## MEMORANDUM

**To:** Department Chairs, Directors, & Supervisors of Student Workers

**From:** Lisa Seals, Director of Financial Aid

**Subject:** Federal Work-Study Program Changes

**Date:** May 11, 2022

**Encl:** Work-Study Contract  
Work-Study Job Description Form  
Sample Work-Study Instructions email  
2022-23 Student Wage Rate  
Work-Study Timecard  
Work-Study Supervisor Handbook  
Guidelines on Interview Questions

**We would like to express our gratitude to you for your participation in the IVC Work-Study Program. We appreciate your efforts and contributions which help our students to become successful and we look forward to working with you this coming year.**

**Please read the Supervisor Handbook carefully. Failure to comply with the guidelines provided in the Handbook, such as failure to submit completed timesheets via webtime, could result in departmental reassigning of student employees. Failure to meet timesheet deadlines creates accounting exceptions that impede reconciliation of federal funding.**

### AVAILABLE POSITIONS

Please consult with the Work-Study Coordinators regarding the maximum number of positions available to your department. **Please note that due to the continued increases in minimum wage, the number of positions assigned have been reduced slightly for most departments.** Students are only allowed to work on-site and under supervision.





IMPERIAL VALLEY COLLEGE  
FINANCIAL AID OFFICE

WORK-STUDY JOB  
DESCRIPTION FORM 2022-2023

Job title: Student Assistant/ Literacy Tutor

Pay Rate: \$ 15.00/hr.

Agency: City of Calexico

Employment site: Camarena Memorial Library

Address: 850 Encinas Ave. Calexico, CA 92231

Job skills and qualifications required:

Fluent English reading and writing skills. Ability to use computer systems. Good interpersonal and communication skills.

Job duties/Description:

Tutor adult literacy learners with basic literacy skills; assist with other related library services.

Contact Supervisor: Lizeth Legaspi

Phone number: 760-768-2170

Total hours per week: 15 (max 15 hours)

Preferred work schedule:

Days: Monday	Tuesday	Wednesday	Thursday	Friday
Hours: <u>10-7 pm</u>	<u>10-7 pm</u>	<u>10-7 pm</u>	<u>10-7 pm</u>	<u>10-5 pm</u>

\*\*\*\*\*

For Office Use Only

Date Received \_\_\_\_\_ Dept. Code \_\_\_\_\_ Fund \_\_\_\_\_

Number of positions \_\_\_\_\_



IMPERIAL VALLEY COLLEGE  
FINANCIAL AID OFFICE

WORK-STUDY JOB  
DESCRIPTION FORM 2022-2023

Job title: Student Assistant/ Library Aide

Pay Rate: \$ 15.00/hr.

Agency: City of Calexico

Employment site: Camarena Memorial Library

Address: 850 Encinas Ave. Calexico, CA 92231

Job skills and qualifications required:

Ability to type and file accurately; bilingual and good interpersonal and communication skills.

Job duties/Description:

Job consists primarily of shelving books (numerically and alphabetically); filing cards, light typing;  
checking materials in and out; assisting customers find books/materials and helping with children's  
programs.

Contact Supervisor: Lizeth Legaspi

Phone number: 760-768-2170

Total hours per week: 15 (max 15 hours)

Preferred work schedule:

Days: Monday	Tuesday	Wednesday	Thursday	Friday
Hours: <u>10-7 pm</u>	<u>10-7 pm</u>	<u>10-7 pm</u>	<u>10-7 pm</u>	<u>10-5 pm</u>

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**For Office Use Only**

**Date Received** \_\_\_\_\_ **Dept. Code** \_\_\_\_\_ **Fund** \_\_\_\_\_

**Number of positions** \_\_\_\_\_



IMPERIAL VALLEY COLLEGE  
FINANCIAL AID OFFICE

WORK-STUDY JOB  
DESCRIPTION FORM 2022-2023

Job title: Student Assistant/ Computer Center Aide

Pay Rate: \$ 15.00/hr.

Agency: City of Calexico

Employment site: Carnegie Technology Center

Address: 420 Heber Ave. Calexico, CA 92231

Job skills and qualifications required:

Ability to use computer programs such as Word, Excel, Publisher, Power Point. Fluent English speaker,  
good interpersonal and communication skills.

Job duties/Description:

Assist with general office work; will be dealing with the public to provide computer/technology services.

Contact Supervisor: Lizeth Legaspi

Phone number: 760-768-2170

Total hours per week: 15 (max 15 hours)

Preferred work schedule:

Days:	Monday	Tuesday	Wednesday	Thursday	Friday
Hours:	<u>10-8 pm</u>	<u>10-8 pm</u>	<u>10-8 pm</u>	<u>10-8 pm</u>	_____

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**For Office Use Only**

**Date Received** \_\_\_\_\_ **Dept. Code** \_\_\_\_\_ **Fund** \_\_\_\_\_

**Number of positions** \_\_\_\_\_



**IMPERIAL VALLEY COLLEGE  
FINANCIAL AID OFFICE**

**WORK-STUDY JOB  
DESCRIPTION FORM 2022-2023**

Job title: Student Assistant/ (2) Sports Program Assistant

Pay Rate: \$ 15.00/hr.

Agency: City of Calexico

Employment site: Calexico Recreation Department

Address: 707 Dool Avenue, Calexico, CA 92231

**Job skills and qualifications required:**

Must enjoy working with youth. Interpersonal skills using tact, patience and courtesy.

Basic knowledge of sports. Ability to guide and monitor kids of all ages. Abilities to work outdoors

**Job duties/Description:**

Assist with sports programs such as score keeping and coaching; setting up ball fields; setting up equipment and monitoring kids during recreational activities; greet program participants and parents.

Contact Supervisor: Jamie Chew

Phone number: 760-768-2176

Total hours per week: 15 (max 15 hours)

Preferred work schedule: Variable - Must work noon-evenings.

Days: <u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
Hours: <u>10am-8pm</u>	<u>10am-8pm</u>	<u>10am-8pm</u>	<u>10am-8pm</u>	<u>10am-8pm</u>

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**For Office Use Only**

**Date Received** \_\_\_\_\_ **Dept. Code** \_\_\_\_\_ **Fund** \_\_\_\_\_

**Number of positions** \_\_\_\_\_



IMPERIAL VALLEY COLLEGE  
FINANCIAL AID OFFICE

WORK-STUDY JOB  
DESCRIPTION FORM 2022-2023

Job title: Student Assistant/ (1) Office Assistant

Pay Rate: \$ 15.00/hr.

Agency: City of Calexico

Employment site: Carmen Durazo Cultural Arts Center

Address: 421 Heffernan Avenue, Calexico, CA 92231

Job skills and qualifications required:

Must enjoy working with the public. Interpersonal skills using tact, patience and courtesy.

Operation of a computer and computer software such as Word, Excel and Power Point.

Correct English usage, grammar, spelling, punctuation and vocabulary. Basic arithmetic calculations.

Telephone techniques and etiquette. Oral and written communication skills.

Job duties/Description:

General office work; answer telephone, take messages, and re-route phone calls as necessary;

greet students, parents, instructors and visitors; provide program information;

create flyers, forms, and various other documents; set up and tear down for daily activities.

Contact Supervisor: Eduardo Quintero

Phone number: 760-357-5575

Total hours per week: 15 (max 15 hours)

Preferred work schedule: Variable - Must work noon-evenings.

Days:	Monday	Tuesday	Wednesday	Thursday	Friday
Hours:	<u>11am-8pm</u>	<u>11am-8pm</u>	<u>11am-8pm</u>	<u>11am-8pm</u>	_____

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**For Office Use Only**

**Date Received** \_\_\_\_\_ **Dept. Code** \_\_\_\_\_ **Fund** \_\_\_\_\_

**Number of positions** \_\_\_\_\_





**IMPERIAL VALLEY COLLEGE  
FINANCIAL AID OFFICE**

**WORK-STUDY JOB  
DESCRIPTION FORM 2022-2023**

Job title: Student Assistant/ Traffic Controller

Pay Rate: \$ 15.00/hr.

Agency: City of Calexico

Employment site: Calexico Police Dept. / Traffic Division

Address: 420 E. 5th Street / 123 Paulin Avenue: Calexico, CA 92231

**Job skills and qualifications required:**

Required to be available to work during the week, Saturday, Sunday and Holidays. Required valid CA drivers license Class C. Required to be fluent verbally and written in English and Spanish. Good communication skills to interact with the public in general including outside agencies and city officials. Follow rules and regulations of Police Dept. Able to work variable weather conditions depending on the

**Job duties/Description:**

season. Under general supervision direct and control automobile traffic. Direct traffic for special events and funeral escort procession. Utilize walkie talkie to communicate emergency situations. Perform minor repairs to parking meter utilizing hand tools. Clean parking meters. Paint parking meter poles.

Contact Supervisor: Olivia Lopez

Phone number: (760) 768-2140 ext 173

Total hours per week: 15 (max 15 hours)

Preferred work schedule:

Days: <u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
Hours: <u>afternoon</u>	<u>afternoon</u>	<u>afternoon</u>	<u>afternoon</u>	<u>afternoon</u>

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**For Office Use Only**

**Date Received** \_\_\_\_\_ **Dept. Code** \_\_\_\_\_ **Fund** \_\_\_\_\_

**Number of positions** \_\_\_\_\_



IMPERIAL VALLEY COLLEGE  
FINANCIAL AID OFFICE

WORK-STUDY JOB  
DESCRIPTION FORM 2022-2023

Job title: Student Assistant/ 2 - RECORDS ASSISTANT

Pay Rate: \$ 15.00/hr.

Agency: CITY OF CALEXICO

Employment site: CALEXICO POLICE DEPARTMENT

Address: 420 E. 5TH ST., CALEXICO, CA 92231

Job skills and qualifications required:

- Modern office practices, procedures and equipment. Interpersonal skills using tact, patience and courtes
- Operation of a computer and assigned software.Data control procedures and data entry operations.
- Correct English usage, grammar, spelling, punctuation and vocabulary. Basic arithmetic calculations.
- Telephone techniques and etiquette. Oral and written communication skills.

Job duties/Description:

- PERFORM A VARIETY OF RECORD-KEEPING DUTIES IN THE PREPARATION AND MAINTENANC
- OF MANUAL AND AUTOMATED RECORDS AND REPORTS FOR THE POLICE DEPARTMENT.
- PREPARE AND PROCESS RELATED FORMS,APPLICATIONS AND VARIOUS OTHER DOCUMENT.
- PEFORM VARIOUS CLERICAL DUTIES RELATED TO ASSIGNED FUNCTIONS.

Contact Supervisor: SGT. ARMANDO MARQUEZ

Phone number: 760-768-4046

Total hours per week: 15 (max 15 hours)

Preferred work schedule:

Days:	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
Hours:	<u>4 HRS</u>	<u>4 HRS</u>	<u>4 HRS</u>	<u>3 HRS</u>	<u>          </u>

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**For Office Use Only**

**Date Received**                           **Dept. Code**                           **Fund**                     

**Number of positions**

**2022-23 STUDENT WAGE RATES**

<b>Pay Rate 2023</b>
<b>\$15.00</b>