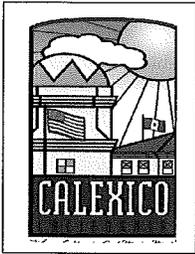


**AGENDA  
ITEM**

**11**



# AGENDA STAFF REPORT

**DATE:** August 1, 2018

**TO:** Mayor and City Council

**APPROVED BY:** David Dale, City Manager *DD*

**PREPARED BY:** Sandra Tauler, Community Services Director *STauler*

**SUBJECT:** Approval of Work Study Agreement with IVC for FY 2018-19 and Authorizing the City Manager to Sign the Agreement

=====

## Recommendation:

Approve the Work Study Agreement with IVC for FY 2018-19 and authorize the City Manager to sign the Agreement.

## 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 24 years.

Trainee participants are afforded training in areas such as general office work, assisting with recreation activities, adult literacy, library activities, and traffic control. Trainee 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 trainee's salary. The City is responsible for the balance of 35% and reimbursement of programs Worker's Compensation Insurance costs. City departments regularly include funding for this program, as is the case for the 2018-19 fiscal year.

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 employment 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, 2019.

**AGENDA  
ITEM**

**11**

**Discussion & Analysis:**

None.

**Fiscal Impact:**

Approx. \$20,000 (This amount is included in the 2018-19 budget).

**Coordinated With:**

None.

**Attachment(s):**

1. Agency Memo.
2. WS Wage rates.
3. IVC Work Study Contract.
4. Work Study Job Description Form.

## **MEMORANDUM**

**To:** Work-Study Employer

**From:** Lisa Seals, Director of Financial Aid at Imperial Valley College

**Subject:** Federal Work-Study Program

**Date:** May 1, 2018

**Encl:** Work-Study Contract  
Work-Study Job Description Form  
2018-19 Student Wage Rates  
Timecard

**We would like to express our gratitude to you and your agency 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.**

### **HOW TO LIST A FEDERAL WORK-STUDY JOB**

1. Complete the attached Work-Study Contract
2. Complete Work-Study Job Description Form(s)
3. Submit the Contract and Job Descriptions to the IVC Work-Study Coordinators by May 31<sup>st</sup> to be included in initial job posting.

### **HOW DOES YOUR WORK-STUDY JOB GET FILLED?**

1. Job listings will be posted online in June 2018.
2. Students are directed to contact the Work-Study Coordinator to arrange the initial interview.
3. Students who meet qualifications will be scheduled to meet with you for a second interview.
4. The decision to hire or not hire the student rests with you, the supervisor; there is no guaranteed work-study placement. If you decide to hire the student, you will need sign the following forms for the student:
  - a. Work-Study Statement of Compliance
  - b. Work-Study Authorization Form

5. Direct the student to return these forms to the IVC Work-Study Coordinator to complete the process.
6. Once you receive the completed Work-Study Authorization approved by the Work-Study Coordinator, the student may begin working on the date indicated. Employment is conditional on Board Approval at the next scheduled Board Meeting.

### **WHAT IS THE EMPLOYMENT PERIOD FOR FWS STUDENTS?**

Fall 2018: July 30, 2018 thru December 31, 2018

Spring 2019: January 2, 2019 thru June 08, 2019

There is no work study during the summer. Please keep in mind that the length of time the student can actually work is contingent upon the individual student's work-study award, the hourly rate, and the hours worked each week. There is also no guarantee that a student will be able to get a job or earn the full amount of the award before the IVC allocation for FWS funds is spent.

### **WHAT ARE THE REQUIREMENTS AND RESPONSIBILITIES OF HAVING A FEDERAL WORK-STUDY STUDENT?**

1. All employment paperwork, including the Work-Study Authorization Form, must be complete before the student begins employment.
2. Students must not be permitted to work during scheduled class time or scheduled exam times. Agencies will be responsible for keeping a record of the actual times that a student worked. This time sheet is separate from the timesheet which is submitted to the Financial Aid Office. A suggested timecard format is available on the Financial Aid website. The timecard must be retained by the agency for at least three years after the end of the academic year and made available for auditors upon request.
3. Students must be supervised while performing work-study job duties. Students working remotely from home, on weekends, or on days when the College is closed do not meet the supervision requirements and are not authorized to be paid from work-study funds unless requested and approved in advance by the IVC Work-Study Coordinator.

4. Provide a meaningful work experience consistent with the job description that was provided for this position. Provide training, explain job assignments and describe dress code in your work area.
5. **New for 18-19:** Student will submit timesheets electronically through the IVC Web Time system. In order for the work-study coordinators to review and approve timesheets, supervisors will be required to email monthly timecards to the work-study coordinators by the 11th of each month for hours from the 11th of the prior month to the 10th of the current month. Please use the attached timecard. Remember that a record of time worked must be kept by your office for a minimum of 3 years in the event of a federal work-study program audit, this timecard may be used for that purpose.
6. Students and supervisors are responsible for monitoring the hours worked for each payroll period. Any hours worked over eight hours per day, fifteen hours per week or in excess of a student's award offer must be paid from the agency funds.
7. In case of injury **IMMEDIATELY** contact the IVC Human Resources Office at 760-355-6194. We are required by the IVC Workers Compensation Insurance Company to report all accidents within a 24 hour period in order to have medical expenses covered for the student. **NO EXCEPTIONS.**

### **WHAT IS THE STARTING WAGE FOR WORK-STUDY STUDENTS?**

The starting wage for all Work-Study students (see the attached 2018-19 Student Wage Rates) is \$11.00/hour. Effective December 11, 2018 the rate will increase to \$12.00.

**2018-19 STUDENT WAGE RATES**

	<b>Effective December 11, 2017</b>	<b>Effective December 11, 2018</b>
<b>TUTORS</b>	\$ 11.00	\$12.00
<b>CAMPUS SAFETY SUPPORT &amp; PARKING ATTENDANTS</b>	\$ 11.00	\$12.00
<b>STUDENT ASSISTANT</b>	\$ 11.00	\$12.00



**IMPERIAL VALLEY COLLEGE  
WORK-STUDY CONTRACT AGREEMENT  
2018-2019**

**AGREEMENT**

THIS AGREEMENT is executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 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, the 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%
CalWorks Program	35%
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, 2018 and terminate June 30, 2019**, 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:**

**By:**

\_\_\_\_\_  
Signature of Institutional Contracting Officer

\_\_\_\_\_  
Signature of Agency Representative

**Lisa Seals**  
Director of Financial Aid

David Dale  
\_\_\_\_\_  
Name of Agency Representative (Please print or type)

**Imperial Valley College**  
Name of Institution

City of Calexico  
\_\_\_\_\_  
Name of Agency

**380 E. Aten Road**  
**Imperial, CA 92251**  
Institution Address

608 Heber Avenue  
\_\_\_\_\_  
Calexico, CA 92231  
\_\_\_\_\_  
Agency Address

**lisa.seals@imperial.edu**  
Email Address

ddale@calexico.ca.gov  
\_\_\_\_\_  
Email Address

**(760) 355-6474**  
Telephone Number

760-768-7433  
\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Agency State Tax Number



**IMPERIAL VALLEY COLLEGE  
FINANCIAL AID OFFICE**

**WORK-STUDY JOB  
DESCRIPTION FORM 2018-2019**

Job title: Student Assistant/

Starting salary: \$ 11.00/hr

Agency: \_\_\_\_\_

Employment site: \_\_\_\_\_

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

Job skills and qualifications required:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Job duties/Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Contact work-study coordinator: Leticia Ochoa Osorio (760) 355-6273 or Oralia Larios (760) 355-6459

Total hours per week: \_\_\_\_\_

Preferred work schedule:

Days: Monday      Tuesday      Wednesday      Thursday      Friday

Hours: \_\_\_\_\_

\*\*\*\*\*

**For Office Use Only**

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