



REPORT TO THE CITY COUNCIL

July 31, 2007

AGENDA ITEM NO.

COUNCIL MEETING 7/31/07

APPROVED BY

DEPARTMENT DIRECTOR

CITY MANAGER

**FROM:** RANDALL L. COOPER, Director  
Parks, Recreation and Community Services Department

**BY:** Shaun Schaefer, Community Services Interim Manager  
Parks, Recreation and Community Services Department

**SUBJECT:** APPROVAL OF A STATE CENTER COMMUNITY COLLEGE DISTRICT OFF-CAMPUS  
FEDERAL WORK STUDY AGREEMENT WITH THE PARKS, RECREATION, AND  
COMMUNITY SERVICES DEPARTMENT

**KEY RESULT AREA:** Education, Customer Service, & Economic Development

**RECOMMENDATIONS**

Staff recommends that the City Council approve the attached renewal agreement with the State Center Community College District (SCCCD), and authorize the Parks, Recreation and Community Services (PRCS) Department to execute the agreement on behalf of the City.

**EXECUTIVE SUMMARY**

PRCS launched the Fresno Connect Project during FY 06 and will complete the installation of 14 labs and homework centers by the middle of FY 2008. Fresno Connect Technology Labs are located in Community Centers and Neighborhood Parks throughout Fresno, and are operated by the Community Services Division in order for neighborhood residents to have access to technology.

One of the goals of the project is to build community partnerships that will allow us to leverage City resources to provide the community a high level of service. Execution of this contract will allow PRCS to use Federal Work Study (FWS) students from SCCC as employees in our Recreation and Community Service Programs. More specifically, Work Study Students, paid by the Federal Government through a program at Fresno City College, will work along side paid City staff in the Fresno Connect Labs.

This opportunity will provide SCCC students with a valuable learning experience, while providing the community with expanded access to the Fresno Connect Labs. Staff estimates that the City will receive \$50,000- \$75,000 in temporary wage help at no cost to the City.

**KEY OBJECTIVE BALANCE**

**Customer Satisfaction:** With this additional funding, PRCS can expand programming opportunities and reach additional customers/participants, which will increase the number of satisfied community members. **Employee Satisfaction:** Employees will feel a sense of accomplishment for adding program elements offered to the community. **Financial Management:** The City will save resources by utilizing this innovative free labor source.

## **BACKGROUND**

The Fresno Connect Project is among newer programs offered by PRCS. The project places computer labs and multi-media centers in the heart of our neighborhoods to provide Fresno residents with much needed access to technology.

It is well documented that Fresno has economic and educational challenges that create barriers to employment, economic development, and upward mobility. The lack of access to technology is an additional barrier and local residents lag far behind the rest of the state in access, knowledge and utilization of computers and technology.

The Fresno Connect project will not only provide access to technology, but it will also provide educational opportunities and computer skills training to children, teens, adults, and senior citizens.

Through unique collaborations and partnerships, Fresno Connect labs will host classes and programs geared toward empowering neighborhood residents with skills in technology. Computer literacy, employment skills, Internet navigation, multi-media skills, and specific job training are just some of the programs that will be offered through Fresno Connect program.

## **FISCAL IMPACT**

The fiscal impact on the City's general fund is negligible. PRCS will receive the described employment services for no cost. The only expense will be the staff time spent in training, placement, and evaluating the students and reporting the results to SCCC.

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**Attachments:** State Center Community College District Off-Campus Federal Work Study Agreement

## STATE CENTER COMMUNITY COLLEGE DISTRICT OFF-CAMPUS WORK STUDY AGREEMENT

This agreement is entered into by and between the State Center Community College District, hereinafter known as the "District," and, City of Fresno – Parks, Recreation, and Community Services, hereinafter known as the "Organization," for the purpose of providing work to students eligible for the Federal Work Study Program, hereinafter known as "FWS".

WHEREAS, the District participates in the FWS, and employs students under the program who meet the FWS eligibility requirements; and

WHEREAS, the District seeks to place certain students in the FWS in employment at off-campus work sites; and

WHEREAS, the Organization is willing to provide FWS employment opportunities to students participating in the District's FWS;

NOW, THEREFORE, the parties agree as follows:

1. This agreement shall be in effect from July 1, 2007 to June 30, 2008, unless terminated by one of the parties pursuant to the provisions of this agreement.
2. The District and Organization agree to develop and provide schedules, which will be attached to this agreement from time to time and signed by an authorized official of the District and the Organization which will set forth—
  - a. brief descriptions of the work to be performed by students under this agreement;
  - b. the total number of students to be employed;
  - c. the hourly rates of pay, and
  - d. the average number of hours per week each student will be used;
  - e. the maximum amount of monies the student may earn;
  - f. that the student may work full-time during vacation;
  - g. the minimum number of units student must be enrolled in while in school.
3. These schedules will also state the total length of time the project is expected to run. The District will inform the Organization of the maximum number of hours per week each student may work. Students must be paid at least the then current federal minimum wage.
4. The Organization understands that students will be made available to the Organization by the District to perform specific work assignments. Students may be removed from work on a particular assignment or from the Organization by the District, either on its own initiative or at the request of the Organization.

5. The Organization further agrees that the work provided to students under this agreement shall be in the public interest. Work is not in the public interest if:
  - a. it primarily benefits the members of a limited membership organization, such as a credit union, a fraternal or religious order, or a cooperative;
  - b. it is for an elected official who is not responsible for the regular administration of Federal, State, or local government;
  - c. it is work as a political aide for any elected official;
  - d. a student's political support or party affiliation is taken into account in hiring him or her;
  - e. it involves any partisan or non-partisan political activity or is associated with a faction in an election for public or party office, or;
  - f. it involves lobbying on the Federal, State, or local level.
6. In addition, the Organization agrees that the work to be performed by the students under this agreement will not:
  - a. impair existing service contracts;
  - b. displace employees;
  - c. fill jobs that are vacant because the Organization's regular employees are on strike;
  - d. involve the construction, operation, or maintenance of any part of a facility used or to be used for religious worship or sectarian instruction; or
  - e. include employment for the U.S. Department of Education.
7. Transportation for students to and from their work assignments will be the responsibility of the students.
8. The parties acknowledge and agree that the Organization is acting in furtherance of the FWS program by making available, at no cost to the Organization, eligible off-campus work site opportunities solely on an independent basis. Neither District nor any of its students shall be deemed an employee, partner, or agent of the Organization for any purpose. The District is considered the employer for purposes of this agreement. It has the ultimate right to control and direct the services of the students for the Organization. It also has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work Study Program, to assign students to work for the Organization, and to determine that the students do perform their work, in fact. The Organization's right is limited to direction of the details and means by which the result is to be accomplished. The Organization will provide appropriate supervision of student workers, and will insure that no student is allowed to work under dangerous/unsafe conditions.
9. Compensation of students for work performed on a project under this agreement will be disbursed--and all payments and withholdings due as an employer's contribution under State workers' compensation, under Federal or State Social Security Laws, or under other applicable laws, will be made--by the District. Without limitation, the District shall be solely responsible for FWS, employment and labor law, due diligence and compliance, including; workers' compensation coverage, wages paid, hours worked, withholdings and payroll/employment records and audits.

10. As a Title III qualified institution, the District will pay one hundred percent (100%) of the hourly wage rate for each student for all the hours worked for the Organization.
11. The Organization shall indemnify, hold harmless, and defend District and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death at any time, and property damage) incurred by District, Organization, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to arise directly or indirectly from the negligent or intentional acts or omissions of Organization or any of its officers, officials, employees, agents, or volunteers in the performance of this Agreement.

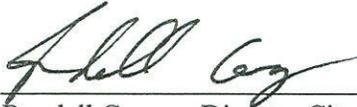
The District shall indemnify, hold harmless, and defend Organization and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death at any time, and property damage) incurred by Organization, District, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to arise directly or indirectly from the negligent or intentional acts or omissions of District or any of its officers, officials, employees, agents, or volunteers in the performance of this Agreement.

In the event of concurrent negligence on the part of the Organization or any of its officers, officials, employees, agents, volunteers, and the District or any of its officers, officials, employees, agents, volunteers, the liability for any and all such claims, demands, and actions in law or equity for such losses, fines, penalties, forfeitures, costs, and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this Agreement.

12. The Organization agrees to establish, maintain, and submit to the District for all students working under this agreement in accordance with a mutually agreeable format and schedule, records and reports as required by the District and the United States Department of Education, including student work assignments and hours worked.
13. It is understood and agreed that Organization and District maintain insurance policies or self-insurance programs to fund their respective liabilities. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.
14. The Organization shall not unlawfully discriminate against any person on the basis of ethnic group identification, national origin, religion, age, sex, race, color, or physical or mental disability, or any other unlawful criteria, and shall not subject any person to any other discriminatory practices prohibited by state or federal law.

15. This agreement shall be subject to the availability of funds to the District. It shall also be subject to the provisions of the Higher Education Act of 1965, as amended, and all duly adopted regulations pertaining to the Federal Work Study Program.
16. This agreement is not assignable either in whole or in part by the Organization; any attempted assignment shall void the agreement.

  
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Randall Cooper, Director City of Fresno  
Parks, Recreation & Community Services

7-24-07  
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Date

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Frank Ramon, Financial Aid Director

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Date

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Robert Fox, VP Student Services

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Date

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE

  
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DEPUTY Coyle