



**CITY CLERK  
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**C-10754  
04/08/2016**

**MIDWESTERN UNIVERSITY  
PARTICIPATION AGREEMENT FOR  
OFF-CAMPUS COMMUNITY SERVICE PROGRAM**

This agreement is entered into between Midwestern University, hereinafter known as the "Institution," and the City of Glendale's Foothills Recreation & Aquatics Center, hereinafter known as the "Organization," a (Federal, State, or local public agency) or a (private nonprofit Organization), for the purpose of providing work to students eligible for the Federal Work-Study program [FWS].

Forms to be attached to this agreement include the following:

- 1) Participation Agreement
- 2) Organization Information Form
- 3) FWS Job Description

Students will be made available to the Organization by the Institution to perform specific work assignments. Students may be removed from work on a particular assignment or from the Organization by the Institution, either on its own initiative or at the request of the Organization. The Organization agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, national origin, or sex. It further agrees that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts.

Federal regulations allow work-study students to work as many as forty (40) hours per week and no more than eight (8) hours per day. However, be advised that the University actively discourages employment that will conflict with a student's ability to perform academically; therefore, it is recommended students work at maximum twenty (20) hours per week while classes are in session.

Students can only be paid for hours actually worked, and may not be paid for lunch, vacation, holiday, or sick days. When a student's accumulated gross earnings reach his/her Federal Work-Study Award, (s)he must stop working under this agreement.

Transportation for students to and from their work assignment will not be provided by either the Institution or the Organization. In the event of injury incurred by a student employee while acting within the scope of his/her duties the Institution shall assume responsibility as employer.

The Institution 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.

Compensation of students for work performed on a project under this agreement will be disbursed and all payments due as an employer's contribution under State or local worker's compensation laws, under Federal or State social security laws, or under other applicable laws, will be made by the Institution.

The student will be considered a volunteer to the **Organization** with no financial liability falling upon the **Organization** and thus will be paid by the **Institution** based on the established hourly rate and number of hours worked. A written record of hours worked is to be submitted by the **Organization** to the Institution on a biweekly basis in accordance with a schedule issued annually by the Institution. At the Institution's request, the Organization agrees to confirm these hours by authorized signature of an Organization official on verification statements before the Institution will release payments to the students employed under this agreement.

This agreement requires that the **Institution** will pay twenty-five percent (25%) of student compensation, and one hundred percent (100%) of any and all payments required to be made under Federal or State social security laws, or under any other applicable laws. The Federal Government will pay the remaining seventy five percent (75%) of student compensation.

Work to be performed under the Agreement will not result in the displacement of Organization's workers, fill jobs that are vacant because the Organization's regular employees are on strike, or impair existing contracts for services and must not involve the construction, operation, or maintenance of so much of any facility used, or to be used for sectarian instruction or as a place of religious worship. Further, no project may involve political activity, lobbying, or work for any political party.

Upon execution by authorized representatives of the Institution and Organization, this agreement shall be effective as of the date of this Contract and remain in effect until terminated on 30 days written notice by either party.

**Midwestern University**

**Organization** Foothills Recreation & Aquatics Center (A City of Glendale facility)

By: 

By: 

Printed/Typed Name: Greg O'Coyne

Printed/Typed Name: Kevin Phelps

Title: Director of Finance

Title: City Manager

Date: 4-22-16

Date: 4-8-16

ATTEST:  
  
City Clerk

Approved as to form

  
City Attorney

## ORGANIZATION INFORMATION FORM

**Name of Organization:** Foothills Recreation & Aquatics Center

**Address:** 5600 W. Union Hills Drive, Glendale, AZ 85308

**Telephone:** 623-930-4608

**Organization Statement of Purpose:** Please attach a copy of your mission statement.

Engaging residents and visitors in diverse opportunities to live, invest and play in the community;

**Mission Statement:** A partnership of employees and community working together to create a better quality of life for Glendale.

**Type of Organization: (check all that apply)**

- Private
- Federal
- For Profit
- Public
- State
- Not for Profit

1. Agency's fiscal year: July 1 to June 30

2. Agency Staffing (number of Positions):

Full-time paid staff 5 Part-time paid staff 25-80 (seasonal) Student employees-90% of staff Volunteers 5-20

3. How many student jobs may be available at your agency during:

2016-2017 Academic year - 2 Summer 2016 - 2

4. Has your agency hired students through the Federal Work-Study Program in the past? Yes utilized (not hired)

If Yes: Number of Students: 1-2 per school year Avg. Length of Employment : while funding lasts

**Individual responsible for supervising the student employee:** Jackie Anderson

**Authorized Signatures(s) for Time Reporting:**

<u>Print Name</u>	<u>Title/Department</u>
Jackie Anderson	Senior Recreation Coordinator
Darren Skousen	Recreation Coordinator

Signature

*Jackie Anderson*

*DS*

**For Midwestern University Office:**

Signed: *Gina Wesolowski*  
 Gina Wesolowski, Director, Student Financial Services

Date: 4/21/16

# OFF-CAMPUS COMMUNITY SERVICE

## WORK STUDY EMPLOYMENT OPPORTUNITY

### 2016-2017 JOB DESCRIPTION

(To be completed by the Organization)  
For MIDWESTERN UNIVERSITY

**ORGANIZATION:** City of Glendale's Foothills Recreation & Aquatics Center

**SUPERVISOR/S:** Jackie Anderson or Darren Skousen

**PHONE NO.:** (623) 930-4608 or (623) 930-4610

**TITLE OF POSITION:** Recreation Support Staff  
(For Student Volunteers)

**POSITION RESPONSIBILITIES:** Proof reading, staffing the membership scanner, gathering info and data entry, changing out bulletin boards, supporting the fitness center during peak hours, filing paperwork, assisting with special events, updating program flyers, facility tours, customer service tasks, checking out equipment, and area inventories to name a few.

**HOURS:** 10-12 hrs./week (more hrs. possible in summer or around school breaks)

**NUMBER OF STUDENTS NEEDED:** 1-2 students

**DATE POSITION/S WILL BEGIN:** whenever work study students are available we are able to assign them to a variety of tasks listed above.

**NEWLY CREATED POSITIONS?**             YES         NO

Work study individuals will be used for a variety of support roles where budgeted dollars are not available.