

**WORKFORCE CONNECTION YOUNG ADULT SERVICES
WORK EXPERIENCE AGREEMENT**

Between

**FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD
YOUNG ADULT PROVIDER OF SERVICES**

And

THE COUNTY OF FRESNO

THIS WORKFORCE CONNECTION YOUNG ADULT SERVICES WORK EXPERIENCE AGREEMENT ("AGREEMENT") describes the terms and conditions between the Fresno Regional Workforce Development Board (FRWDB) YOUNG ADULT PROVIDER OF SERVICES ("PROVIDER"), and **The County of Fresno** ("WORKSITE"). In relationship to the placement of WIOA Young Adult Participants ("PARTICIPANT") placed at the WORKSITE. PARTICIPANTS are employees of the FRWDB's Young Adult Provider of Services. The FRWDB Young Adult Provider of Services will act as the EMPLOYER OF RECORD for the PARTICIPANT and provide all payroll and associated costs (i.e. workers' compensation, taxes, etc.). Should the PROVIDER stop being the EMPLOYER OF RECORD for the PARTICIPANT during the term of this AGREEMENT, the AGREEMENT shall automatically terminate and the PROVIDER will immediately notify the WORKSITE of such termination.

The term of this AGREEMENT shall be for a period of three (3) years, commencing on November 24, 2021, through and including November 23, 2024. This AGREEMENT may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Department Head, herein after referred to as the Worksite Supervisor or their designee is authorized to execute such written approval on behalf of the COUNTY (WORKSITE) based on PROVIDER'S satisfactory to extend this AGREEMENT.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Work Experience Training Plan

Exhibit B – Verification of Safety Training

General Contract Provisions

The Worksite/Worksite Supervisor agrees to:

1. The Provider of Services will compensate the youth directly on the basis of actual on-site training hours. The Worksite Supervisor will provide the Provider of Services with an accurately completed and approved timesheet, signed in ink by both the youth and the designated supervisor. The Provider of Services will provide Worker's Compensation insurance, and will pay all applicable payroll taxes. No overtime hours will be allowed; however, if overtime compensation becomes due to a youth participant, the worksite employer agrees to reimburse the Provider of Services for the overtime compensation costs incurred.
2. **Work Assignment:** Provide productive work assignments, as agreed upon in the Work Experience Training Plan by the Provider of Services and worksite employer, and assure that adequate work is available to keep youth participants busy during working hours. If the Worksite Employer determines that a change of job duties is necessary, the Work Experience Training Plan must be revised with the new/additional job duties and the Provider of Services must provide its prior written approval.
3. These provisions do not establish an employer/employee relationship between the employer and the youth participant. The Provider of Services will be the employer of record, and the relationship between the employer and the youth participant is one of trainer/youth.
4. **Safety Training:** Provide safety instructions necessary to reasonably protect the youth against injury, and provide them with necessary equipment to carry out training responsibilities and duties. The worksite supervisor will not allow the youth

to use any tools, equipment, or machinery until such time as the Verification of Safety Training has been completed, and understands and agrees that the youth participants are prohibited from beginning work assignments until they have been adequately trained and qualified to perform such work assignments.

5. **Work Schedule:** Each Participant's dates of placement, maximum number of allowable hours, and work schedule will be outlined in his or her Work Experience Training Plan. The worksite employer is responsible for paying any hours worked over the maximum hours allowed or after the last day of work outlined in the Training Plan, unless an extended end date is requested and approved by the Provider of Service.

The Participant's schedule, which is determined by the Worksite Supervisor, based on staffing needs and the Participant's age and availability, must be approved by the Provider of Service.

An onsite Supervisor must be available during all scheduled work hours, including weekend hours, if any, and the Provider must have staff available on-call to respond to any emergencies or concerns.

Any change from the originally agreed upon schedule, job duties or placement dates must be pre-approved by provider staff.

6. **Time Sheet Responsibilities:** Require that Participants accurately and completely record all hours worked on paper or electronic time sheets provided by the Provider and verified by the Worksite Supervisor. Worksite Supervisors are encouraged to review each Participant's time sheet, whether paper or electronic, at the end of each week to ensure that time records accurately report the actual hours worked and do not record any hours for unexcused absences, lunch breaks, hours not worked or recreational activities not approved by the Provider.
7. **Supervision:** Provide adequate full-time adult supervision of each Participant by paid staff members (non-volunteer) and timely, constructive feedback, with a maximum ratio of one (1) adult Worksite Supervisor to two (2) Participants. The Provider will consider the number of on-site supervisors and a facility's physical size in placement decisions; more than two (2) youth may be placed at one (1) site **only if** the youth are separated physically - in different departments or on different floors. When the Worksite Supervisor assigned to each Participant is unavailable, ensure an alternate supervisor is designated. The Worksite should, whenever possible, inform the Provider if a new supervisor is assigned to the Participants. Assure that sufficient training, materials and equipment are available to carry out work assignments.
8. **Performance Reviews:** Prepare and submit youth mid-point and post evaluations as required by Fresno Regional Workforce Development Board (FRWDB) policy and per the guidelines of the Supervisor's Handbook. The Mid-point performance review should include recommendations to improve the performance of the youth or should document the basis for a decision to terminate further worksite training, if necessary. The final performance review should indicate whether the youth will be retained as a full-time employee.
9. **Worksite Monitoring:** Allow Provider of Services, FRWDB, State of California, and/or Department of Labor representatives to monitor all conditions and activities involved in performing this agreement. The Worksite Supervisor must assure the following:
- a. No currently employed worker will be displaced by a youth. This includes partial displacement such as reduction in hours of non-overtime work, wages, or employment benefits.
 - b. No training assignment will infringe upon the promotional opportunities of currently employed individuals.
 - c. No youth shall be placed in a position substantially equivalent to positions for which employees have been laid off.
 - d. Ensure that Participants do not engage in political, labor organizing, religious, or non-work-related fundraising activities during work hours.
 - e. The youth will not assist in the operation or maintenance of that part of any facility that is used for religious instruction or worship.
 - f. Appropriate standards of health and safety and a drug free workplace will be maintained.
 - g. Adequate insurance will be in effect at all times.

- h. Comply and cooperate with audit surveys, audits, and any request by the State of California Department of Labor, Comptroller General, or FRWDB to secure an audit or audit waiver in compliance with Public Law 97-300 Section 164 or the Single Audit Act.
- 10. **Nepotism.** Not provide a training assignment under this program for a member of the owner of the Worksite's immediate family.
- 11. **Subcontract.** Not subcontract the services of the youth provided under this agreement.
- 12. **Transportation.** Ensure that the Participant does not operate a motor vehicle and is not transported offsite to attend meetings or work at different sites during the work day without the express written approval of provider staff in advance.
- 13. **Insurance.** Certify that there will be in effect, throughout the term(s) of training, proper personal and property liability insurance, and if required, appropriate bonding. The worksite shall provide proof of said coverage prior to the youth commencing training.
- 14. **Collective Bargaining.** Obtain the concurrence of the appropriate bargaining entity, when a collective bargaining agreement exists, in order to ensure compliance of the prescribed training with the terms of said agreement.
- 15. **Confidentiality.** Ensure youth are aware of any Worksite policies and procedures with respect to protecting confidential information from disclosure, except to authorized persons.
- 16. **Discipline.** Not initiate discipline on the youth without the written concurrence of the Provider of Services.
- 17. **Youth File Folder onsite.** Maintain a list of Participants, their work assignments, schedules, and emergency card at each worksite as well as a valid work permit for Participants under the age of 18.
- 18. **Hot and Inclement Weather and Drinking Water.** Provide adequate indoor work to occupy Participants during inclement weather and periods when the temperature reaches 105 degrees Fahrenheit, when the regular Worksite is designated as out-of-doors.

Provide adequate cool water, access to shade and extra rest periods for Participants when the temperature exceeds 95 degrees Fahrenheit. Ensure Participants know how to recognize the symptoms of heat stroke and heat exhaustion and what to do.

Provide access to an on-site source of heat, extra rest periods, and thermal insulating materials on equipment handles for Participants when the temperature drops below 30 degrees Fahrenheit.

- 19. Comply with all applicable federal, state, and local laws and regulations relating to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration ("OSHA") laws and regulations, Americans with Disabilities Act (the "ADA") and its regulations, and the Fair Employment and Housing Act (the "FEHA") and its regulations.
- 20. **Compliance with OSHA.** Worksite Supervisor, Service Provider, and FRWDB shall, consistent with the manner described in this section, comply with all federal and state OSHA regulations, which apply to the youth assigned to Worksite Supervisor's location. The following describes the general obligations of worksite employer with regard to OSHA compliance:
 - a. FRWDB and/or Service Provider shall provide that its employees are trained in general safe work practices prior to commencement of services for Worksite Supervisor. Worksite supervisor shall provide that the youth are trained with regard to the specific hazards of and safe work practices before commencing such work and/or training.
 - b. FRWDB and/or Service Provider may inspect Worksite Supervisor's worksite before assigning youth to work there. Fresno Area Workforce Investment Corporation and/or Service Provider may do so thereafter on a periodic basis, with prior notification.
 - c. Upon request by FRWDB and/or Service Provider the Worksite Supervisor will provide documentation of the completion of their OSHA obligations under this section. Worksite Supervisor will include training in its exposure monitoring and sampling programs for the purpose of quantifying employee exposures to chemical, physical, and biological hazards in the youths' assigned tasks. Worksite Supervisor will inform youth of the results of such monitoring and sampling in accordance with OSHA

requirements. FRWDB, Service Provider, and any youth will be informed of any suspected or known employee exposure in excess of OSHA permissible exposure limits, immediately following Worksite Supervisor's first knowledge of such overexposure.

21. The Worksite Supervisor is to notify the Provider within 24 hours of any accidents, special situations, or unusual occurrences. If a Participant is injured or becomes ill, provide first aid or medical attention and notify the Provider immediately, no matter how minor the injury. No more than 24 hours after notice of the injury or illness, the Worksite Supervisor shall file all forms required by the Provider. Furthermore, the Worksite shall cooperate with any injury or illness-related reporting requirements deemed necessary by Provider.
22. **Compliance with Equal Employment Opportunity (EEO) laws:** Worksite Employer and Provider of Services shall, consistent with the manner described in this section, comply with all federal, state, and local laws requiring equal employment opportunity, and prohibiting discrimination, harassment, and retaliation in the workplace. The following describes the general obligations of the parties with regard to compliance with EEO and nondiscrimination obligations:
 - a. Provider of Service will provide Worksite Supervisor and all youth with Provider of Service's policies against harassment, discrimination, and retaliation in the workplace upon assignment of any youth to Worksite Supervisor's location, and Service Provider will ensure that all youth are trained on the application of said policies against harassment, discrimination, and retaliation.
 - b. Worksite Supervisor will ensure that Provider of Service's policies against harassment, discrimination, and retaliation are effectively implemented and followed in all respects.
 - c. Worksite Supervisor will report immediately to Provider of Service and to the FRWDB, any information that might constitute a violation of **EEO** policies against harassment, discrimination, or retaliation, whether such information is a formal complaint or any other information giving notice of a potential violation of FRWDB's policies.
 - d. Worksite Supervisor will cooperate with Provider of Service and FRWDB with respect to investigating promptly any complaint of harassment, discrimination, or retaliation, and with respect to implementing any corrective action that is reasonable or necessary to ensure that FRWDB's policies against harassment, discrimination, and retaliation are fully and effectively enforced. Upon the written request of FRWDB, either Worksite Supervisor or Service Provider will be given the primary responsibility to investigate any complaints of noncompliance with the FRWDB's EEO and nondiscrimination policies and to take any corrective action. Worksite Supervisor and Service Provider will provide FRWDB with copies of all documents relating to the investigation and any corrective action taken.
23. **Termination of the Agreement:** Failure by either party to comply with any or all of the terms and conditions set forth in this AGREEMENT may be cause for the non-breaching party to terminate this AGREEMENT. This AGREEMENT may be terminated by either party without cause upon 30 days advance notice. These program activities are contingent upon federal funding and may be terminated by the PROVIDER or if program funding is discontinued.

The parties each represent and warrant that the signatories below are authorized to sign this AGREEMENT on behalf of themselves or the party on whose behalf they execute this AGREEMENT.

Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

As an authorized agent of the work experience WORKSITE, I hereby acknowledge that the WORKSITE understands and agrees to the requirements set forth in this agreement, the general provisions and the Work Experience Training Plan.

WORKSITE:

County of Fresno

[Handwritten Signature]

12/14/2021

Signature:

Date:

Name: Steve Brandau

Title: Chairman, Fresno County Board of Supervisor

ATTEST:

BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By

[Handwritten Signature]

Deputy

As a **FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD YOUNG ADULT PROVIDER OF SERVICES (PROVIDER)**, I hereby acknowledge and accept all conditions as set forth in this agreement, the general provisions and the Work Experience Training Plan.

FRWDB PROVIDER OF SERVICES: Arbor E & T LLC, dba Equus Workforce Solutions (Equus)

DocuSigned by:

Joseph Oaxaca

11/2/2021

Signature:

Date:

Name: Joseph Oaxaca

Title: Project Director

FRWDB PROVIDER OF SERVICES: Fresno Economic Opportunity Commission (FEOC)

DocuSigned by:

Emilia Reyes

11/4/2021

Signature:

Date:

Name: Emilia Reyes

Title: Chief Executive Director

FRWDB PROVIDER OF SERVICES: Proteus, Inc.

DocuSigned by:

Maria Aguilar

11/2/2021

Signature:

Date:

Name: Maria Aguilar

Title: Youth Program Manager

FRWDB PROVIDER OF SERVICES: West Hills Community College District (WHCCD)

DocuSigned by:

Justin Garcia

11/3/2021

Signature:

Date:

Name: Justin Garcia

Title: Dean of Educational Services

Exhibit A

WORK EXPERIENCE TRAINING PLAN

Participant Name:		Participant Job Title:	
State ID Number:		Department (if any):	
Work Schedule:		Participant may work a maximum of ____ hours per week and a maximum of ____ total hours during Work Experience placement.	
		Start Date: ____ End Date: ____	
		The Participant shall be compensated for actual hours at the rate of 100% of the hourly wage, not to exceed four (4) hours per day on school days and eight (8) hours per day on non-school days, total per week not to exceed 40 hours.	
Provider of Service Name:		Worksite Name:	
Provider of Service Address:		Worksite Address:	
Primary Staff Name:		Worksite Supervisor Name:	
Primary Staff Phone:		Worksite Supervisor Phone:	
Primary Staff Email:		Worksite Supervisor Email:	
Alternate Manager/Staff Name:		Alternate Worksite Staff Name:	
Alternate Manager/Staff Phone:		Alternate Worksite Staff Phone:	

WORKSITE TRAINING PLAN

Primary Tasks / Job Duties (Mandatory) – Clearly describe the work this Participant will perform. Include all tasks that the participant will be performing at the worksite. Attach additional sheet if necessary.

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List any equipment, tools, machinery or chemicals this Participant will use on the job, i.e., gardening tools, cleaning supplies, computer:

SPECIAL EMPLOYMENT NEEDS

Describe any special equipment or clothing this Participant will need to have, i.e., uniforms, safety glasses, work boots, etc.

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Describe the Worksite's dress code expectations for the Participant:

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Participant's Transportation Issues, if any:	
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Participant Name:	
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OCCUPATIONAL EDUCATIONAL PLAN

Clearly describe the Occupational Education component the participant will complete during the Work Experience:	Start Date	End Date

ACADEMIC EDUCATIONAL PLAN

Clearly describe the Academic Education component the participant will complete during the Work Experience:	Start Date	End Date

We have reviewed the Participant Survival Guide, which sets forth the rules and expectations about acceptable workplace behavior. We have reviewed the Occupational and Academic Educational Plan and agree to comply with the requirements therein. I understand that I am solely responsible for my actions and agree to comply with all rules. I will contact my assigned staff if I have any questions or concerns.

Participant Name	Participant Signature	Date
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Provider Staff Name	Provider Staff Signature	Date
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I have reviewed the attached Work Experience Training Agreement and the General Contract Provisions and agree to comply with the requirements therein. I have also reviewed the Supervisor's Manual, which sets forth the expectations and requirements for the Fresno Regional Workforce Development Board Work Experience in more detail. I understand that compliance with these provisions will be monitored.

I understand that any change to the originally agreed upon schedule, job duties or placement dates must be pre-approved by provider Employer of Record staff.

Worksite Supervisor Name	Worksite Supervisor Signature	Date
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Exhibit B

VERIFICATION OF SAFETY TRAINING

PARTICIPANT NAME: _____

WORKSITE NAME: _____

This worksite shall prohibit this Participant from using any tools, equipment, and machinery for which training has not been provided. Worksite Supervisor/Authorized Worksite Staff must provide Safety Training and complete this form with the participant prior to allowing the participant the use any tools, equipment and machinery.

My signatures below attest that:

1. The facility has a written safety policy that applies to this worksite.
2. A qualified staff has provided this Participant:
 - a. Training on the worksite's safety rules and regulations.
 - b. Detailed instructions in the use of all the tools, equipment, and machinery listed in Section A. which this Participant will utilize in the performance of their job.
 - c. Training in emergency procedures.
 - d. Training in the Worksite Supervisor's Injury and Illness Prevention Program (IIPP), emergency action and fire prevention plans, and all other site-specific safety rules and safety and health programs pertinent to this Participant's work assignments.
3. This worksite shall abide by all applicable ADA and CalOSHA safety regulations.
4. The following is a complete list of all tools, equipment, and machinery this Participant will utilize in the performance of their job:

<input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____	<input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____
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I have provided training on the worksite's safety policies, rules and regulations to the participant.

Authorized Staff Name	Authorized Staff Signature	Date
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I have received an orientation on the worksite's safety policies, rules and regulations, I understand and agree to abide by this Worksite's safety policies, rules, and regulations. My Worksite Supervisor/Authorized Staff has provided me with safety training on the use of all tools, equipment, and machinery listed above, and I agree to use only those tools, equipment, and machinery on which I have been trained.

Participant Name	Participant Signature	Date
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