

## WORK SITE AGREEMENT

Between

**Fresno Regional Workforce Development Board [CUSTOMER]**

And

**County of Fresno [WORK SITE]**

The Agreement below describes the roles and responsibilities of both the **Fresno Regional Workforce Development Board** ("CUSTOMER") and **County of Fresno** ("WORK SITE"), in relation to the placement of Career Catalyst Program PARTICIPANTS ("PARTICIPANTS") placed at WORK SITE. PARTICIPANTS are employees of the Foundation for California Community Colleges ("FOUNDATION"). FOUNDATION will act as employer of record for the PARTICIPANT and provide all payrolls and associated costs (i.e., workers' compensation, taxes, etc.). The FOUNDATION provides workers' compensation coverage for PARTICIPANTS. Should FOUNDATION stop acting as employer of record for the PARTICIPANT during the term of this Agreement, the Agreement shall automatically terminate and CUSTOMER will immediately notify WORK SITE of such termination.

### 1. WORK SITE Responsibilities

- 1.1 WORK SITE agrees to provide PARTICIPANT (hereafter called "PARTICIPANT") with the opportunity to work, which will enhance long term employability skills through work exposure (career exploration) and to gain entry level work readiness skills (work maturity) for future employment opportunities. WORK SITE shall train the PARTICIPANT in work maturity skills and work readiness skills and in accordance with the agreed upon workplace competencies (See Attachment A, attached hereto and incorporated by reference, for Work Experience Training Plan).
- 1.2 WORK SITE shall have the responsibility for the day-to-day control and supervision of PARTICIPANTS and must provide PARTICIPANT with supervision, training, and work assignments in accordance with the job description.
- 1.3 WORK SITE shall allow for monitoring visits by representatives of the FOUNDATION and CUSTOMER.
- 1.4 WORK SITE shall notify CUSTOMER and FOUNDATION if any position is subject to any state, federal or local minimum or prevailing wage requirements or subject to the terms of a collective bargaining agreement prior to PARTICIPANT on boarding.
- 1.5 WORK SITE shall not entrust PARTICIPANTS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property without the prior written approval of the FOUNDATION.
- 1.6 WORK SITE shall ensure PARTICIPANTS receive meal and rest breaks in compliance with both California Law and the FOUNDATION's Policy and Procedures manual. WORK SITE agrees to accurately track and provide to CUSTOMER and FOUNDATION a time record for all hours worked by each PARTICIPANT on a bi-weekly basis. The time record shall include all of the PARTICIPANT's start and end times, as well as meal period and rest breaks. WORK SITE will be responsible for ensuring PARTICIPANT's enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked and meal period premiums according to state or local law.
- 1.7 WORK SITE shall provide the PARTICIPANT with supervision, safety instructions and safety related equipment that is required and/or is reasonable to protect against injury and/or illness while working at the WORK SITE. Where special clothing or equipment is provided to the WORK SITE's employees, the same shall be provided to the PARTICIPANT.
- 1.8 WORK SITE shall ensure that the PARTICIPANT is exposed to all the customary practices of the WORK SITE and the normal requirements of the job, including the WORK SITE's personnel practices and policies.
- 1.9 The PARTICIPANT shall not be permitted to drive a WORK SITE vehicle, his/her own vehicle while conducting business for the WORK SITE (or CUSTOMER), or a CUSTOMER owned vehicle. (This includes a driving trip as simple as going to pick-up the mail, or moving the vehicle to the back lot, etc.).
- 1.10 The WORK SITE shall maintain the confidentiality of any information regarding the PARTICIPANT or his/her immediate family, which may be obtained through application forms, interviews, reports, or any other source.
- 1.11 Nepotism. WORK SITE shall not provide a training assignment under this program for a member of the owner of the Worksite's immediate family.

- 1.12 The WORK SITE shall 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. The WORK SITE shall provide adequate cool water, access to shade and extra rest periods for PARTICIPANTS when the temperature exceeds 95 degrees Fahrenheit. Insure PARTICIPANTS know how to recognize the symptoms of heat stroke and heat exhaustion and what to do.
- 1.13 The WORK SITE shall provide productive work assignments, as agreed upon in the Work Experience Training Plan by the CUSTOMER and WORK SITE, and assure that adequate work is available to keep youth participants busy during working hours. If the WORK SITE 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 CUSTOMER must provide its prior written approval.
- 1.14 WORK SITE shall prepare and submit youth mid-point and post evaluations as required by CUSTOMER 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. WORK SITE will not retain PARTICIPANT as an employee at the end of the term of this Agreement.
- 1.15 WORK SITE shall not initiate discipline on the youth without the written concurrence of the FOUNDATION or CUSTOMER.
- 1.16 WORK SITE shall maintain a list of Participants, their work assignments, schedules, and emergency card at each worksite.

## **2. CUSTOMER Responsibilities**

- 2.1 CUSTOMER will visit the WORK SITE intermittently, but at least on a monthly basis for the purpose of monitoring this agreement and reviewing PARTICIPANT progress.
- 2.2 CUSTOMER will submit time sheets electronically if possible; otherwise, CUSTOMER will visit the WORK SITE to collect timesheets and submit for payroll processing or submit electronically as a preferred process.
- 2.3 CUSTOMER will provide case management services for the PARTICIPANTS, including managing all employment paperwork and on boarding of PARTICIPANT.

## **3. Compliance with Federal, State, and Local Laws**

- 3.1 PARTICIPANTS must complete all legally required documentation and provide valid documentation to CUSTOMER prior to beginning paid work experience at the WORK SITE.
- 3.2 WORK SITE shall ensure that PARTICIPANTS who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If PARTICIPANTS over the age of 18 do exceed 8 hours per day or 40 hours per week, WORK SITE will be responsible for payment of overtime to the PARTICIPANT. WORK SITE will ensure that no PARTICIPANT exceeds 1,000 hours per PARTICIPANT per year unless classified as a Student Assistant with CUSTOMER and FOUNDATION approval.
- 3.3 WORK SITE certifies that it provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
- 3.3 WORK SITE shall comply with all applicable federal, state and local laws and regulations to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration ("OSHA") laws and regulations, including the recording of workplace injuries on CUSTOMER's OSHA 300 logs. WORK SITE agrees to provide PARTICIPANTS with new-hire safety orientation and regular safety training and meetings in accordance with Cal-OSHA for the WORK SITE's industry.
- 3.4 WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Hatch Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Workforce Innovation and Opportunity Act ("WIOA"), and all other federal, state, and local laws and regulations governing the hiring or employment of PARTICIPANT.
  - 3.4.1 If the regulations promulgated pursuant to WIOA are amended or revised, it shall comply with them or will notify CUSTOMER within 30 days after promulgation of the amendments or revision that it cannot so conform.

- 3.5 WORK SITE shall ensure that PARTICIPANTS under the age of 21 will not have access to, distribute, sell, serve, or be exposed to alcohol or tobacco products. For those individuals over age 21, the WORK SITE shall ensure the individual receives proper training for selling, pouring, distributing alcohol and tobacco products. Violation of this policy will result in termination of the WORK SITE agreement.
- 3.6 WORK SITE shall not participate in this program if experiencing abnormal labor conditions such as strikes, lockouts, or layoffs and the work experience PARTICIPANT will dislocate or affect employment or promotional opportunities for the WORK SITE's current or laid-off employees.
- 3.7 WORK SITE and/or the PARTICIPANT shall not be involved in training activities, which assist, promote, or deter union organization.
- 3.8 PARTICIPANT shall not be employed on the construction, operation, or maintenance of any facility as is used or to be used for sectarian instruction, or as a place for religious worship.
- 3.9 WORK SITE management shall inform CUSTOMER immediately if they become aware that there is an employee or other person at the WORK SITE that the work experience candidate may come into contact with that is listed as a Registered Sex Offender.
- 3.10 WORK SITE and CUSTOMER agree to the retention of all required records, as per 29 CFR 95.53, for no less than 3 years following the completion of this agreement.

#### **4. Term, Termination, Waiver, and Modification**

- 4.1 The period of this Agreement is from October 23, 2019-October 1, 2021 ("Term").
- 4.2 CUSTOMER may, in its sole discretion, terminate this Agreement at any time, for any reason, without penalty, and require the removal of the PARTICIPANT from the WORK SITE if determined to be in the PARTICIPANT's or CUSTOMER's best interest. The WORK SITE may terminate this Agreement for any reason, without penalty, upon 15 days written notice to CUSTOMER.
- 4.3 No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given

#### **5. Worker's Compensation and Employment Claims**

- 5.1 WORK SITE shall immediately notify CUSTOMER and, if possible, FOUNDATION of any injury and/or Workers' Compensation Claims related to a PARTICIPANT.
- 5.2 WORK SITE shall promptly report to CUSTOMER and, if possible, FOUNDATION any claims of harassment, discrimination, and/or claims of any violation of law governing the PARTICIPANT's employment, including allegations or reports of any irregularities or discrepancies by PARTICIPANT.
- 5.3 WORK SITE must secure CUSTOMER and FOUNDATION's written approval prior to PARTICIPANT's use of motor vehicles or heavy equipment
- 5.4 The WORK SITE will not allow the youth to use any tools, equipment, or machinery until 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.

#### **6. Insurance and Indemnification**

- 6.1 WORK SITE shall maintain insurance as listed below:
  - i. Adequate insurance will be in effect at all times for the term of this agreement.
  - ii. 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.
  - iii. Workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time for WORK SITE's employees only (not PARTICIPANTS).
- 6.2 WORK SITE shall indemnify and hold harmless CUSTOMER and the Foundation for California Community Colleges, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability, including attorneys' fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, to the extent caused by intentional or negligent acts or omissions in the performance of services rendered under this Agreement.

6.3 WORK SITE shall be liable for and shall indemnify, defend and hold both CUSTOMER and the Foundation for California Community Colleges harmless against any costs, expenses, claims, penalties, judgments, loss or damage (including reasonable attorneys' fees) arising from any and all wage and hour violations or breach of any labor and employment laws brought by a PARTICIPANT due to the fault, willful misconduct, or negligence of the WORK SITE.

## 7. Notices

7.1 All notices and other communications required or permitted to be given under this agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

### CUSTOMER

Fresno Regional Workforce Development Board  
2125 Kern St. Suite 208  
Fresno, Ca 93721  
559-490-7100

### WORK SITE

County of Fresno  
Paul Nerland  
Human Resources Director  
2220 Tulare Street, 16<sup>th</sup> Floor  
Fresno, CA. 93721  
559-600-1800

### FOUNDATION

Workforce Development  
Foundation for California Community Colleges  
1102 Q Street, Suite 4800  
Sacramento, CA 95811  
916-498-6723  
careercatalyst@foundationccc.org

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

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

Work Site

~~CUSTOMER~~

By:



Print Name: Nathan Magsig

Title: Supervisor of the Board of Supervisors

Date: 10-22-2019

ATTEST:

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

By

Susan Bishop  
Deputy

Customer

~~WORK SITE~~

By:



Print Name: John Langer

Title: Government Sector Coordinator

Date: 10-22-19

**Attachment A:**

**WORK EXPERIENCE TRAINING PLAN**

Youth Name:	App#	Contract #
Worksite Name:	Customer: FRWDB	
Work Experience (WEX) Location:	Customer Address: 2125 Kern St. Ste 208, Fresno, CA 93721	
Worksite Supervisor: Name and Title	Staff Name:	
Phone:                      Email:	Phone:                      Email:	
Alternate Supervisor: Name and Title	Program Manager:	
Phone:                      Email:	Phone:                      Email:	
Youth Job Title: Department (if any)	Work Schedule:	
Dates of WEX Placement:		
Youth may work a maximum of _____ hours per week and a maximum of _____ total hours during WEX placement.		
The youth participant shall be compensated for actual hours at the rate of 100% of the hourly wage, not to exceed eight (8) hours per day, and not to exceed 40 hours per week (20 hours if in-school)		

**WORKSITE TRAINING PLAN**

**Primary Tasks / Job Duties (Mandatory) – Clearly describe the work this youth will perform:**

- 1.
- 2.
- 3.
- 4.

And other duties as assigned:

**List any equipment, tools, machinery or chemicals this youth will use, i.e. gardening tools, cleaning supplies, computer:**

**SPECIAL EMPLOYMENT NEEDS**

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

**Describe your expectations for employee dress:**

**Transportation issues:**

We have reviewed the Youth Survival Guide, which sets forth the rules and expectations about acceptable workplace behavior. I 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 the staff person if I have any questions or concerns.

**Youth Signature**

**Date**

**Staff Signature**

**Date**

I have reviewed the attached Work Site Agreement and agree to comply with the requirements therein. I have also reviewed the Supervisor Handbook, which sets forth the expectations and requirements for the Fresno Regional Workforce Development Board WEX 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 staff.

Worksite Supervisor's Signature

Date

**VERIFICATION OF SAFETY TRAINING**

YOUTH NAME: \_\_\_\_\_

WORKSITE NAME: \_\_\_\_\_ CONTRACT # \_\_\_\_\_

**The Worksite Supervisor must complete this form within the first week of training and place a copy of the original in the youth's file.**

My signature below attests that:

1. The facility has a written safety policy that applies to this worksite.
2. A qualified instructor has provided this youth:
  - 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 youth will utilize in the performance of his/her 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 youth's work assignments.
3. This worksite shall abide by all applicable ADA and Cal OSHA safety regulations.
4. This worksite shall prohibit this youth from using any tools, equipment, and machinery for which training has not been provided.

A. The following is a complete list of all tools, equipment, and machinery this youth will utilize in the performance of his/her job:

<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____

---

**Worksite Supervisor Signature**

**Date**

I have been trained in 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. I have also been given an orientation on the worksite's safety policies.

---

**Youth Signature**

**Date**