

**FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD (FRWDB)  
WORK EXPERIENCE AGREEMENT**

Between

**WIOA Young Adult Provider of Service (PROVIDER)**

And

**County of Fresno (WORKSITE)**

THIS FRWDB WORK EXPERIENCE AGREEMENT ("AGREEMENT") describes the terms and conditions between the **FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD's WIOA Young Adult Provider of Service** ('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 WIOA Young Adult Provider of Service. The WIOA Young Adult Provider of Service 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 is from 11/24/2020 to 11/23/2021, unless terminated sooner.

**General Contract Provisions**

**The Worksite agrees to:**

1. The PROVIDER will compensate the PARTICIPANT directly on the basis of actual on-site training hours. The WORKSITE Supervisor will provide the PROVIDER with an accurately completed and approved timesheet, signed in ink or electronic signature by both the PARTICIPANT and the designated WORKSITE Supervisor. The PROVIDER will provide Workers' Compensation insurance, and will pay all applicable payroll taxes. No overtime hours will be allowed; however, if overtime compensation becomes due to a PARTICIPANT, the WORKSITE agrees to reimburse the PROVIDER for the overtime compensation costs incurred.
2. **Work Assignment:** WORKSITE agrees to provide productive work assignments, as agreed upon in the Work Experience Training Plan by the PROVIDER and WORKSITE, and assure that adequate work is available to keep PARTICIPANT busy during working hours. If the WORKSITE determines that a change of job duties is necessary, the PROVIDER must approve such changes by updating the Work Experience Training Plan with the new/additional job duties. (See Attachment A, attached hereto and incorporated by reference, for Work Experience Training Plan).
3. These provisions do not establish an employer/employee relationship between the WORKSITE and the PARTICIPANT. The PROVIDER will be the employer of record, and the relationship between the WORKSITE and the PARTICIPANT is one of trainer/PARTICIPANT.
4. **Safety Training:** Provide safety instructions necessary to reasonably protect the PARTICIPANT against injury, and provide him or her with necessary equipment to carry out training responsibilities and duties. The WORKSITE Supervisor will not allow the PARTICIPANT 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 PARTICIPANT is prohibited from beginning work assignments until he or she has 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 is responsible for paying any hours worked over the maximum hours allowed or after the last day of work outlined in the Work Experience Training Plan, unless an extended end date is requested and approved by the PROVIDER.

The PARTICIPANT'S schedule, which is determined by the WORKSITE Supervisor, based on staffing needs and the availability and age of the PARTICIPANT, must be approved by the PROVIDER.

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 the PROVIDER.

6. **Time Sheet Responsibilities:** Require that PARTICIPANT 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 insure 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) PARTICIPANTS may be placed at one (1) site **only if** the PARTICIPANTS 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 PARTICIPANT 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 PARTICIPANT or should document the basis for a decision to terminate further WORKSITE training, if necessary. The final performance review should indicate whether the PARTICIPANT will be retained as a full-time employee.
9. **Worksite Monitoring:** Allow PROVIDER, 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 PARTICIPANT. 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 PARTICIPANT 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 PARTICIPANT 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 PARTICIPANT 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 the PROVIDER 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 PARTICIPANT 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:** Insure PARTICIPANT is 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 PARTICIPANT without the written concurrence of the PROVIDER
17. **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 each PARTICIPANT under the age of 18.
18. **Hot and Inclement Weather and Drinking Water:** Provide adequate indoor work to occupy PARTICIPANT 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 PARTICIPANT 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.  
  
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. **Safety:** 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, PROVIDER, and FRWDB shall, consistent with the manner described in this section, comply with all federal and state OSHA regulations, which apply to the PARTICIPANT assigned to WORKSITE Supervisor's location. The following describes the general obligations of the WORKSITE with regard to OSHA compliance:
  - a. FRWDB and/or 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 PARTICIPANTS are trained with regard to the specific hazards of and safe work practices before commencing such work and/or training.

- b. FRWDB and/or PROVIDER may inspect WORKSITE before assigning PARTICIPANT to work there. FRWDB and/or PROVIDER may do so thereafter on a periodic basis, with prior notification.
  - c. Upon request by FRWDB and/or 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 PARTICIPANT'S assigned tasks. WORKSITE Supervisor will inform PARTICIPANT of the results of such monitoring and sampling in accordance with OSHA requirements. FRWDB, PROVIDER, and any PARTICIPANT 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 and PROVIDER 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 will provide the WORKSITE Supervisor and all PARTICIPANTS with PROVIDER'S policies against harassment, discrimination, and retaliation in the workplace upon assignment of any PARTICIPANT to the WORKSITE location. PROVIDER will ensure that all PARTICIPANTS are trained on the application of said policies against harassment, discrimination, and retaliation.
  - b. WORKSITE Supervisor will ensure that the PROVIDER'S policies against harassment, discrimination, and retaliation are effectively implemented and followed in all respects.
  - c. WORKSITE Supervisor will report immediately to the PROVIDER 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 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 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 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.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

**WORKSITE:**

County of Fresno

Ernest "Buddy" Mendes  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Ernest "Buddy" Mendes

Title: Chairman, Fresno County Board of Supervisors

**WIOA Young Adult PROVIDER OF SERVICE:**  
**Arbor E & T LLC, dba Equus Workforce Solutions**

Joseph Oaxaca  
Signature: \_\_\_\_\_ Date: 11/25/20

Authorized Staff Name: Joseph Oaxaca

Title: Project Director

ATTEST:

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

By [Signature]  
Deputy

**WIOA Young Adult PROVIDER OF SERVICE:**  
**Fresno Economic Opportunities Commission (EOC)**

Emilia Reyes  
Signature: \_\_\_\_\_ Date: 11/25/2020

Authorized Staff Name: Emilia Reyes

Title: Chief Executive Officer

**WIOA Young Adult PROVIDER OF SERVICE:**  
**Proteus Inc.**

Maria Aguilar  
Signature: \_\_\_\_\_ Date: 11/25/20

Authorized Staff Name: Maria Aguilar

Title: Youth Program Manager

**WIOA Young Adult PROVIDER OF SERVICE:**  
**West Hills Community College District**

April Betterson  
Signature: \_\_\_\_\_ Date: 11/25/20

Authorized Staff Name: April Betterson

Title: Program Coordinator

**Worksite Request Form**  
**YOUNG ADULT WORK EXPERIENCE**

HELP AT NO COST TO YOU

The Fresno Regional Workforce Development Board (FRWDB) strives daily to develop a quality Young Adult program that prepares Fresno County Young Adults for tomorrow's workforce. Our goal is to establish interest in a variety of occupations within the government sector, from administrative to maintenance. The FRWDB Young Adult Program has funding to provide approximately 250 sector focused Work Experience opportunities that are designed to promote the development of good work habits, basic work skills, soft skills and job retention for the next generation of workforce. FRWDB is committed to supporting the payroll, taxes and all related costs to each candidate.

This project will prepare Young Adults for careers in local government occupational fields, including; administrative, logistics, construction/trades, automotive, technology and maintenance. Progress will be monitored to ensure Young Adult candidates are gaining experience in different government careers through contextualized learning and undertaking hands-on projects by working closely with professional **County of Fresno** employees. Upon program completion, Young Adults will have a clear understanding of the career path/occupation they have chosen and will be able to make informed decisions about their future training and job options.

All candidates undergo basic skills and career assessments. Before placement on a worksite, each participant must successfully complete a Work Readiness Workshop designed to teach soft skills, effective work habits and worksite behaviors such as attendance, punctuality, appearance, communication and team work skills.

Approved candidates will be matched with a designated County of Fresno staff/mentor to supervise Participants for **200** hours of work experience. Participants are enthusiastic about earning a paycheck and learning what it takes to succeed in the government sector, while developing skills and building a resume.

**As a Worksite, you agree to:**

- Clearly define expectations and consistently hold the Participant to those standards;
- Assign challenging tasks to help Participants develop skills and confidence; and
- Provide adequate supervision and frequent feedback to assure that tasks are completed correctly.

The WIOA Young Adult Program Provider of Service, as Employer of Record, will pay all payroll expenses and provide workers' compensation coverage.

We are looking for partners to offer work opportunities to our diverse Young Adult population. If you are interested in hosting Young Adult Work Experience in your department, please email request to [aescareno@worforce-connection.com](mailto:aescareno@worforce-connection.com).

Exhibit B

**WORK EXPERIENCE TRAINING PLAN**

<b>Participant</b> Name:	<b>State ID #</b>	Contract #
Agency Name:	Provider:	
Worksite Name and Work Experience (WEX) Location:	Provider Address:	
Worksite Supervisor: Name and Title	Provider Staff Name:	
Phone:                      Email:	Phone:                      Email:	
Alternate Supervisor: Name and Title	Provider Program Manager:	
Phone:                      Email:	Phone:                      Email:	
<b>Participant</b> Job Title:	Work Schedule:	
Department (if any)		
Dates of WEX Placement:		
Participant may work a maximum of _____ hours per week and a maximum of _____ total hours during WEX placement.		
The 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)		
<b>WORKSITE TRAINING PLAN</b>		
<b>Primary Tasks / Job Duties (Mandatory) – Clearly describe the work this <b>participant</b> will perform:</b> 1. 2. 3. 4. 5. And other duties as assigned:		
<b>List any equipment, tools, machinery or chemicals this <b>participant</b> will use, i.e. gardening tools, cleaning supplies, computer:</b>  		
<b>SPECIAL EMPLOYMENT NEEDS</b>		
<b>Describe any special equipment or clothing this <b>participant</b> will need to have, i.e., uniforms, safety glasses, work boots, etc.</b>  		
<b>Describe your expectations for employee dress:</b>  		
<b>Transportation issues:</b>  		

<b>Participant Name:</b>	<b>State ID#:</b>	
<b>Occupational Educational Plan</b>		
<b>Clearly describe the Occupational Education component the participant will complete:</b>	<b>Start Date</b>	<b>End Date</b>
1.		
2.		
3.		
4.		

<b>Academic Educational Plan</b>		
<b>Clearly describe the Academic Education component the participant will complete:</b>	<b>Start Date</b>	<b>End Date</b>
1.		
2.		
3.		
4.		

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 provider staff person if I have any questions or concerns.

<b>Participant Signature</b>	<b>Date</b>	<b>Provider Staff Signature</b>	<b>Date</b>
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I have reviewed the attached WEX Training Agreement and the General Contract Provisions 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 provider staff.

<b>Worksite Supervisor's Signature</b>	<b>Date</b>
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## VERIFICATION OF SAFETY TRAINING

**PARTICIPANT** NAME: \_\_\_\_\_

WORKSITE NAME: \_\_\_\_\_ State ID# \_\_\_\_\_

**The Worksite Supervisor must complete this form within the first week of training and place a copy of the original in the **participant**'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 CalOSHA safety regulations.
4. This worksite shall prohibit this **participant** 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 **participant** 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"/> _____

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**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.

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**Participant Signature**

**Date**