



SAN JOAQUIN COUNTY WORKNET EMPLOYMENT AND ECONOMIC DEVELOPMENT DEPARTMENT POLICIES AND PROCEDURES DIRECTIVE

DIRECTIVE NO.	EFFECTIVE DATE	APPLICABILITY	PAGE
26-05	October 1, 2026	Departmental	1 of 11
SUBJECT: NFJP YOUTH WORK EXPERIENCE			

I. PURPOSE

This policy provides guidance on paid and unpaid work experience (WEX) for youth participants served through the National Farmworker Jobs Program (NFJP). This guidance shall be conveyed to all staff who provide NFJP youth activities and services.

II. GENERAL INFORMATION

NFJP provides workforce investment activities to eligible migrant and seasonal farmworkers (MSFWs), including eligible MSFW youth. Under 20 CFR § 685.310(c), NFJP grantees may provide youth workforce investment activities described in WIOA Section 129 and 20 CFR Part 681. Work experience is one of the services that may be provided to eligible NFJP youth, consistent with applicable federal requirements, the approved NFJP program plan, and the applicable NFJP grant agreement.

Work experience is a planned, structured learning experience that takes place in a workplace for a limited period. Work experience may be paid or unpaid, as appropriate, and may take place in the private-for-profit, nonprofit, or public sector. Work experience provides youth participants with opportunities for career exploration, skill development, work history, and employment references.

Work experience activities may include:

- A. Summer employment opportunities and other employment opportunities available throughout the school year.
- B. Pre-apprenticeship programs.

- C. Internships and job shadowing.
- D. On-the-job training opportunities, when appropriate and consistent with applicable program requirements.

Allowable work experience expenditures must be consistent with applicable NFJP cost principles, the approved budget, and the applicable grant agreement. Depending on the activity and applicable requirements, expenditures may include:

- A. Wages/stipends paid for participation in a WEX.
- B. Staff time spent identifying and developing WEX opportunities, including working with employers.
- C. Staff time spent supporting and managing WEX placements.
- D. Staff time spent evaluating WEX activities
- E. Participant WEX orientation sessions.
- F. Employer WEX orientation sessions.
- G. Classroom training or the required academic education component directly related to the WEX, when allowable.
- H. Incentive payments directly tied to the completion of WEX, when allowable.
- I. Employability skills/job readiness training to prepare youth for WEX.

Supportive services that enable NFJP participants to participate in work experience may be provided when allowable under applicable NFJP requirements and the grant agreement.

This policy is formulated in accordance with applicable federal and state laws and regulations, U.S. Department of Labor (DOL) requirements, the applicable NFJP grant agreement, and San Joaquin County Employment and Economic Development Department (EEDD) policies and procedures. It will be periodically reviewed and revised in response to changes in applicable requirements.

REFERENCES

- [WIOA, Section 167](#)
- Title 20 Code of Federal Regulations (CFR) Sections [685.110](#), [685.300](#), [685.310](#), [685.320](#), and [685.370](#)

- 20 CFR Part [681](#), as applicable to NFJP youth workforce investment activities under 20 CFR § [685.310\(c\)](#)
- [Education Code \[EC\] 49160: Labor Code \[LC\] 1299](#), as applicable
- Applicable NFJP grant agreement and approved program plan

III. POLICY

i. PARTICIPANT ELIGIBILITY

All WEX participants must meet applicable NFJP eligibility requirements, be enrolled in the NFJP, and have received an assessment resulting in the development of an Individual Service Strategy (ISS) that documents the participant's need for and anticipated benefit from WEX. WEX must be related to the participant's employment goals.

Every participant must attend a WEX orientation before the WEX start date. WEX is intended to provide structured learning, career exploration, skill development, work history, and references. It is not intended to substitute for regular employment or provide indefinite employment within an occupation. Staff must ensure compliance with applicable Selective Service registration requirements and the current EEDD Selective Service PPD, where applicable, before providing or continuing services for which registration is required.

ii. WORK PERMITS

Minors employed in California must comply with applicable state child labor laws and work permit requirements. A minor participating in WEX must obtain any required permit to employ and work, and the worksite must possess any required permit to employ.

The minimum age for participation in a WEX placement must comply with applicable California law and any restrictions applicable to the particular occupation or work activity. An emancipated minor may be subject to different requirements under California law. Staff must verify applicable requirements before placement.

Permits to employ and work outside the entertainment industry are generally issued by an authorized individual at the minor's school. Required permits must be maintained and renewed as applicable, including when school is not in session.

Each permit will specify, as applicable:

Each permit will specify:

- A. The maximum number of hours a minor may work per day and per week.
- B. The allowable hours during which a minor may work.
- C. Any limitations and additional restrictions imposed at the school's discretion.

Staff must ensure that youth participants comply with the hours and restrictions specified in their work permits and all applicable child labor laws. A participant may not continue a WEX placement when a required work permit has expired or is otherwise invalid.

iii. EMPLOYER OF RECORD AND WORKSITE ELIGIBILITY

The Employer of Record is responsible for ensuring that participants receive payment for hours worked and that payroll and employment practices comply with applicable requirements. The Employer of Record may collaborate with a third-party agency to administer payroll, where appropriate.

EEDD will serve as the Employer of Record for WEX placements administered under this policy, unless another arrangement is approved in writing. EEDD is responsible for ensuring compliance with applicable equal opportunity requirements, federal and state labor laws, and other requirements applicable to the placement.

EEDD will identify suitable WEX worksites that meet participant needs and employment goals. Before entering into a WEX Agreement (Attachment 1), EEDD will ensure that the worksite:

- A. Provides safe and healthy working conditions and has addressed any identified health and safety violations.
- B. Does not unlawfully discriminate in training or hiring practices on a basis protected by applicable federal or state law.
- C. Will not terminate current employees or otherwise reduce its workforce, including hours or benefits, to fill a vacancy with a WEX participant or as a result of the WEX placement.
- D. Will not allow the WEX activity to infringe upon the promotional opportunities of current employees.
- E. Will not allow the participant to be involved in the construction, operation, or maintenance of any part of a facility used or intended to be used for religious instruction or worship.

EEDD will conduct a Worksite Orientation to ensure that the worksite supervisor understands applicable WEX requirements. The orientation will include, but is not limited to:

- A. A review of the WEX Contract Agreement.
- B. Explanation of the worker's compensation process.
- C. Overview of participant and employer rights and responsibilities.
- D. Restrictions regarding overtime.
- E. Applicable Department of Industrial Relations workplace posting requirements.
- F. Reasonable accommodations for individuals with disabilities as required by applicable law, including the Americans with Disabilities Act (ADA).
- G. Compliance with federal, state, and child labor laws regarding working hours and conditions.

Because WEX must be a planned and structured learning experience, the worksite employer must designate appropriate personnel to supervise the participant and provide feedback at regular intervals during the placement.

The individual WEX plan (Attachment A) must outline the participant's responsibilities and how the placement relates to the participant's ISS. The plan must be signed and followed throughout the WEX. Changes to participant responsibilities must be reviewed and approved by EEDD before implementation and documented through a written amendment signed by the required parties.

The employer is not obligated to offer regular employment to the participant after the WEX concludes.

Employers must sign and comply with the Worksite Contract Agreement. WEX agreements may be modified or amended in writing, with all required parties signing the amendment before its effective date. Verbal modifications are not valid.

iv. WEX ALLOTTED HOURS

Eligible youth may participate in WEX for the period necessary to develop the skills and achieve the goals identified in the ISS. EEDD staff will consider the participant's prior work experience, employability, and work readiness skills in relation to the ISS when determining the appropriate duration.

An initial WEX activity for an NFJP youth participant will not exceed 500 hours and may take place in the private-for-profit, nonprofit, or public sector, subject to applicable program requirements and available funding.

Youth participants may not work hours beyond those specified in their work permits or the approved WEX agreement. Overtime is prohibited under this policy.

The EEDD Supervisor may approve an extension for a participant who is making progress and would benefit from additional WEX hours. Extensions may be granted in increments of 100 hours, based on the participant's updated ISS, the worksite supervisor's evaluation, and the Case Manager's recommendation. No more than two extensions may be granted. All extensions are subject to available NFJP funding and applicable grant requirements.

v. WAGES FOR WORK EXPERIENCE

Participants placed on regular payroll for paid WEX will be compensated at the applicable state or local minimum wage, whichever is higher. Any compensation arrangement must comply with applicable federal and state wage and hour laws and the terms of the applicable NFJP grant agreement.

Participants will be paid for hours worked as documented on approved WEX timesheets. Timesheets must be signed by both the worksite supervisor and the participant before submission to the Fiscal Department.

Under this policy, participants will not be paid for the following, unless payment is required by applicable law or an approved written arrangement:

- A. Excused Sick Leave, except as provided by applicable law or EEDD policy.
- B. Unexcused Sick Leave
- C. Vacation breaks.
- D. Unpaid lunch breaks.
- E. Holiday pay, unless required by applicable law or an approved written arrangement.
- F. Overtime, which is prohibited under this policy.

Failure to comply with the WEX agreement or applicable requirements may result in removal of the participant from the WEX placement and termination of the worksite agreement, as appropriate. Any action must be consistent with applicable law and contractual requirements.

vi. TIMESHEETS

The worksite is responsible for maintaining accurate records of hours worked and submitting timesheets to EEDD according to EEDD procedures and schedules. The worksite and participant must track hours worked using the WEX timesheet provided by EEDD (Attachment F).

Total weekly hours must be recorded accurately in accordance with applicable payroll requirements. EEDD's established timekeeping procedures must be followed.

Fully signed timesheets from the worksite supervisor and youth participant are due to Fiscal by noon on Fridays of designated timesheet weeks. EEDD will provide a yearly pay schedule to worksites to identify applicable submission deadlines.

Case Managers must review submitted timesheets to verify dates, hours worked, compliance with applicable labor laws and work permit provisions, and correction of errors.

EEDD WEX Case Managers are responsible for ensuring that participants receive their paychecks and acknowledge receipt, unless an alternative arrangement has been approved. Paychecks must be provided to participants in person unless an alternative arrangement has been approved in writing by the appropriate supervisor. Approved alternatives may include pickup on another day, delivery to the worksite, pickup by a parent or other authorized person, or mailing. When mailing is approved, paychecks must be postmarked no later than payday.

vii. EVALUATIONS

Performance evaluations (Attachment E) must be collected from worksite supervisors monthly and uploaded to the participant's case record in CalJOBS.

Case Managers are responsible for reviewing performance evaluations with participants and addressing concerns or areas requiring improvement. Evaluations must document participant progress toward the workplace competency goals identified in the individual WEX plan.

viii. MONITORING

EEDD will conduct at least one worksite monitoring review per program year to verify compliance with the worksite agreement and applicable program requirements.

Monitoring may include on-site visits and telephone or email communication with the employer and participant to review the participant's progress toward the

training objectives, the worksite's compliance with the agreement, and compliance with applicable labor, safety, and other requirements.

Monitoring results and any required corrective actions must be documented and maintained in accordance with applicable EEDD and NFJP recordkeeping requirements.

IV. PROCEDURE

- A. Upon completion of the Individual Service Strategy (ISS) and job readiness training, the Case Manager may refer an appropriate NFJP youth participant to the Job Developer for placement in a work experience (WEX) activity. The participant's assessment, ISS, and other required participant information must be entered into GPMS, the NFJP system of record, and CalJOBS.
- B. Upon referral to the Job Developer, the youth participant will be scheduled for a WEX orientation. Completion of the orientation must be documented in both GPMS and CalJOBS.
- C. The Youth Job Developer will place the participant in a WEX position for an initial period not exceeding 500 hours, subject to the approved WEX plan, available NFJP funding, and applicable requirements. Placements may be in the private, nonprofit, or public sector.
 - 1. The youth participant may not begin a WEX placement until the required payroll and employment arrangements have been completed by EEDD.
 - 2. Youth participants under age 18 must have all required work permits before placement at a worksite.
 - 3. Each WEX worksite must sign a contract with EEDD. The individual WEX plan (Attachment A) and Verification of Safety Training (Attachment B) must be completed as applicable before placement.
 - 4. Any changes to the individual WEX plan must be documented through a written amendment (Attachment D) signed by all required parties before implementation. Participant duties and hours may not be modified without the required signed amendment. Applicable changes must be reflected in both GPMS and CalJOBS.
 - 5. If a worksite fails to comply with the WEX contract, the Youth Program Manager may issue a written notice identifying the deficiency and required corrective action. If two notices are issued, the worksite may be terminated, subject to the circumstances and applicable requirements.

6. Required participant enrollment, service, and WEX information must be entered into GPMS and CalJOBS in accordance with applicable NFJP reporting requirements and EEDD procedures. Entries must accurately reflect the services provided and applicable service dates.
 7. Timesheets will be collected on a biweekly basis, consistent with EEDD payroll procedures.
 8. Youth participants will come and pick up their checks in person unless otherwise approved by Case Manager Supervisor. Checks must be signed by youth participants and uploaded. Required documentation must be maintained in the appropriate official record system, and applicable information must be entered or updated in both GPMS and CalJOBS.
- D. The EEDD Supervisor may approve an extension for participants who are making progress but would benefit from additional WEX time. Extensions may be granted in increments of 100 hours, with a maximum of two extensions, based on the participant's updated ISS, employer evaluation, Case Manager recommendation, and available NFJP funding. The approved extension and supporting documentation must be maintained in the participant's official record, and applicable information must be updated in both GPMS and CalJOBS.
- E. Case Managers will ensure that monthly evaluations are completed to track participant progress toward workplace competency goals.
1. Evaluations must be maintained in the participant's official record. Required evaluation information and applicable documentation must be entered or uploaded to GPMS and CalJOBS, as supported by the systems and consistent with EEDD procedures.
- F. Case Managers will track participant WEX hours to ensure compliance with the approved WEX plan and hour limitations.
1. Evaluations must be uploaded and documented in the case notes by the case manager. Required evaluation information and applicable documentation must be entered or uploaded to GPMS and CalJOBS, as supported by the systems and consistent with EEDD procedures.
- G. Case Managers will collaborate with the Job Developer and worksite supervisor to review the participant's remaining available WEX hours every two weeks. Any changes to the placement, approved hours, or participant's progress must be documented in the participant's official record and reflected in both GPMS and CalJOBS, as applicable.
- H. Case Managers and other responsible staff must ensure that all required NFJP participant, service, activity, and performance information is entered accurately

and timely in GPMS and CalJOBS. GPMS is the system of record for NFJP. Staff must make every effort to ensure that information in both systems is accurate, complete, timely, and consistent. Participant records and supporting source documentation must be reviewed periodically to verify that reported services and outcomes are accurate and supported by appropriate documentation. Identified errors or discrepancies must be reviewed and corrected promptly in accordance with applicable system procedures and DOL data validation requirements.

GPMS AND CALJOBS DOCUMENTATION

- A. GPMS is the system of record for NFJP participant information, services, activities, and applicable performance reporting. All required NFJP participant, service, activity, and performance information must be entered and maintained in GPMS and CalJOBS in accordance with applicable requirements and EEDD procedures.
- B. Staff must make every effort to ensure that information entered in GPMS and CalJOBS is accurate, complete, timely, and consistent between the two systems. Records must accurately reflect the services provided, applicable service dates, participant activities, and reported outcomes. Identified discrepancies must be reviewed and corrected promptly in accordance with applicable system procedures.
- C. Required supporting documentation, including eligibility and enrollment records, the ISS, WEX agreements and plans, timesheets, evaluations, and other applicable records, must be maintained in the appropriate official record system and made available for monitoring and data validation.
- D. When the participant's WEX placement concludes, the participant's last day of work must be recorded as the end date of the CalJOBS activity code 425. A case note must document the conclusion of the WEX activity. Applicable information must also be entered or updated in GPMS to ensure that both systems accurately reflect the participant's services and activity dates.
- E. Case Managers must confirm that required timesheets, acknowledgments of paycheck receipt, performance evaluations, the individual WEX plan, and applicable worksite agreements and amendments are maintained and available for monitoring and data validation. Required documentation must support the information recorded in both GPMS and CalJOBS.
- F. Case Managers and other responsible staff must review participant records periodically to verify the accuracy, completeness, and consistency of information in GPMS and CalJOBS and to ensure that reported services and performance outcomes are supported by appropriate source documentation. Identified errors or discrepancies must be corrected promptly, and supporting

documentation must be maintained in accordance with applicable NFJP requirements and EEDD procedures.

V. QUESTIONS REGARDING THIS DIRECTIVE

May be referred to the Executive Director of EEDD via Managers or designee.

VI. UPDATE RESPONSIBILITY

The Executive Director of EEDD and/or designee will be responsible for updating this directive, as appropriate.

VII. APPROVED



PATRICIA VIRGEN
EXECUTIVE DIRECTOR

PV:mm

Attachment 1: WEX Worksite Contract
Attachment A – Work Experience Training Plan
Attachment B – Verification of Safety Training
Attachment C – Supervisor List
Attachment D – WEX Worksite Amendment
Attachment E – Performance Evaluation
Attachment F – WEX Timesheet Instructions



**WORKNET
WORK EXPERIENCE AGREEMENT**

Between

**SAN JOAQUIN COUNTY EMPLOYMENT AND ECONOMIC
DEVELOPMENT DEPARTMENT**

And

_____ **(WORKSITE)**

This WORKNET WORK EXPERIENCE AGREEMENT ("AGREEMENT") describes the terms and conditions between the San Joaquin County Employment and Economic Development Department (EEDD), also known as WORKNET ("PROVIDER"), and the Business/Organization stated above ("WORKSITE") for the provision of a subsidized internship/work experience to eligible youth, and/or adults participating in the YOUTH program authorized and funded under the Workforce Innovation and Opportunity Act (WIOA). Under this agreement, participants will be provided with short-term work experience to help the participant gain the skills and experience needed to succeed in the workplace and obtain unsubsidized employment, creating a meaningful experience for both the PARTICIPANT and WORKSITE.

The EEDD 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 will automatically terminate, and the PROVIDER will immediately notify the WORKSITE of such termination. The term of this AGREEMENT is from _____ to _____ unless the agreement is terminated. Either party may terminate this Agreement by providing a 10-day written notice to the other party. However, in special circumstances, a shorter notice period may be agreed upon by both parties.

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.

Attachment A – Work Experience Training Plan
Attachment B – Verification of Safety Training
Attachment C – Supervisor List

General Contract Provisions

The Worksite/Worksite Supervisor agrees to:

1. **Payment:** The EEDD will compensate the participant directly based on actual on-site training hours. The Worksite will provide the EEDD with an accurately completed and approved timesheet, signed on paper or electronically by both the participant and the designated supervisor. The EEDD 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 participant, the worksite agrees to reimburse the EEDD for the overtime compensation costs incurred. EEDD will pay the participant the State-Approved hourly minimum wage or an hourly wage equal with the wages paid to other individuals employed by the worksite provided that the participant performs the same quantity, quality, and classification of work as determined by the Worksite and EEDD.

The Worksite will ensure that services provided and/or received will not supplant existing services and/or state and/or local funds expended for the same purpose.

2. **Work Assignment:** Work experience is intended to provide training, skill development, and work skills necessary to successfully obtain and retain employment. The Worksite will provide a planned and structured learning experience that will contribute to the achievement of the participant's employment goals as agreed upon in the Work Experience Training Plan by the EEDD and Worksite employer and assure that adequate work is available to keep participants busy during working hours. If the worksite 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 EEDD must provide its prior written approval.

These provisions do not establish an employer/employee relationship between the Worksite and the participant. The EEDD will be the employer of record, and the relationship between the Worksite and the participant is one of trainer/participant.

The Worksite will provide the participant with an initial orientation on applicable policies and expectations relating to the job.

3. **Safety Training:** The Worksite will provide safety instructions necessary to reasonably protect the youth against injury and provide them with necessary equipment to carry out responsibilities and duties. The Worksite 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 participants are prohibited from beginning work assignments until they have been adequately trained and qualified to perform such work assignments.
4. **Work Schedule:** Each participant's date 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 reimbursing the EEDD for all costs for 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 EEDD.

The participant's schedule, which is determined by the Worksite, based on staffing

needs and the participant's age and availability, must be approved by the EEDD. Any change from the original agreed upon schedule, job duties or placement date must be pre-approved by the EEDD.

An onsite Supervisor, who possesses the necessary knowledge, skills, and abilities to adequately supervise participants, must be available during all scheduled work hours, including weekend hours, if any.

5. **Time Sheet Responsibility:** Participants must accurately and completely record all hours worked on paper or electronic time sheets provided by EEDD and verified by the Worksite Supervisor listed on Attachment C. The Worksite is to review each Participant's time sheet, whether paper or electronic, 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 EEDD.
6. **Performance Reviews:** Worksites must submit participant performance evaluations monthly as required by EEDD. The evaluations 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.
7. **Worksite Monitoring:** Employers will allow EEDD, State of California, and/or Department of Labor (DOL) representatives to monitor all conditions and activities involved in performing this agreement to ensure compliance with federal, state, and local laws and regulations. The Worksite must ensure the following:
 - a) No displacement or partial displacement of current employees, including, but not limited to, a reduction in hours of non-overtime and overtime work, wages, or employment benefits.
 - b) No filling of positions which would otherwise be promotional opportunities for current employees, except when positions are to be filled through an open process in which participants are provided equal opportunity to compete.
 - c) No filling of a position prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.
 - d) No participant will be placed in a position created by termination, layoff, a strike, lockout, bona fide labor dispute, violation of any existing collective bargaining agreement, or reduction in work, to ensure no intent of filling position with a subsidized position.
 - e) Ensure that participants do not engage in any political, lobbying, unionization, anti-unionization, religious, anti-religious, or non-work-related fundraising activities during work hours.
 - f) Comply with all Equal Employment Opportunity, non-discrimination, and Americans with Disability Act Amendments of 2008 (ADAAA) and WIOA Section 188 requirements.
 - g) Comply with government-wide requirements for a drug-free workplace which are codified in 41 U.S.C. §8102 and State of California Drug Free Workplace Act of 1990.
 - h) Comply with federal and state Occupational Safety and Health Administration (OSHA) laws and regulations.
 - i) Comply with Federal Fair Labor Standards Act of 1938 and State Child Labor Laws.

- j) Comply with federal and state Fair Employment and Housing Act (FEHA) regulations.
 - k) Adequate insurance will always be in effect.
 - l) Comply with EEDD accident/injury reporting and complaint resolution procedures.
 - m) Comply and cooperate with audit surveys, audits, and any request by the State of California Department of Labor, Comptroller General, or EEDD to secure an audit or audit waiver in compliance with Public Law 97-300 Section 164 or the Single Audit Act.
8. **Nepotism:** Ensure that nepotism is not a factor in the selection of the participant and that it complies with federal and state regulations prohibiting pre-designation or pre-selection of participants.
9. **Subcontract:** Subcontracting the services of the participant provided under this agreement is not allowed.
10. **Transportation:** The Worksite will 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 workday without the express written approval of EEDD in advance.
11. **Insurance:** The Worksite will maintain comprehensive commercial general liability, property loss and personal injury insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence. The commercial general liability policy will name County of San Joaquin, its directors, officers and employees as Additional Insureds. Upon request, the Worksite will provide proof of said coverage prior to the participant working.
12. **Collective Bargaining:** Obtain the concurrence of the appropriate bargaining entity, when a collective bargaining agreement exists, to ensure compliance of the contracted training within the terms of this agreement.
13. **Confidentiality:** The worksite will hold in confidence all confidential information and will not disclose confidential information to a third party without the express written consent of EEDD. Confidential information is any information including, but not limited to:
- a) Participant Files/Records
 - b) Electronic Data
 - c) Billing Records
 - d) Financial Information
 - e) Information relating to the property, business, and affairs of EEDD or EEDD's participants.
14. **Discipline:** The Worksite will not take disciplinary action or terminate a participant without first notifying EEDD. If an immediate dismissal from a shift is necessary, the Worksite may send the participant home but must inform EEDD as soon as possible. Additionally, all disciplinary actions must be documented, and the Worksite should collaborate with EEDD to ensure due process and adherence to program policies

before making final termination decisions.

15. **Participant File Folder Onsite:** The Worksite will maintain a list of participants, their work assignments, schedules, and emergency card at each worksite as well as a valid work permit as necessary for participants under the age of 18.
16. **Hot and Inclement Weather and Drinking Water:** Worksite will provide adequate indoor work to occupy participants during inclement weather and periods when the temperature reaches 95 degrees Fahrenheit, when the regular worksite is designated as outdoors.

Worksite will provide adequate cool water, access to shade and extra rest periods for Participants when the temperature exceeds 80 degrees Fahrenheit. Ensure participants know how to recognize the symptoms of heat stroke and heat exhaustion and what to do. The worksite will also 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 50 degrees Fahrenheit.

17. **Compliance with OSHA:** The Worksite, and EEDD will, consistent with the manner described in this section, comply with all federal and state OSHA regulations, which apply to the participants assigned to the Worksite location. The following describes the general obligations of worksite regarding OSHA compliance:
 - EEDD will ensure that its participants are trained in general safe work practices prior to commencement of services for the worksite. The Worksite will ensure the participants are trained in the specific hazards and safe work practices before commencing such work.
 - EEDD may inspect the Worksite before assigning participant to work there. EEDD may do so thereafter on a periodic basis, with prior notification.
 - Upon request by EEDD the Worksite will provide documentation of the completion of their OSHA obligations under this section. The Worksite will include training in its exposure monitoring and sampling programs for the purpose of quantifying participant exposures to chemical, physical, and biological hazards in the participants assigned tasks. The worksite will inform participants of the results of such monitoring and sampling in accordance with OSHA requirements. EEDD and any participant will be informed of any suspected or known exposure more than OSHA permissible exposure limits, immediately following the worksite first knowledge of such overexposure.
18. **Accidents/Injuries:** The worksite is to notify the EEDD 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 EEDD immediately, no matter how minor the injury. No more than 24 hours after notice of the injury or illness (48 hours for weekends), the Worksite will file all forms required by the EEDD. Furthermore, the Worksite will cooperate with any injury or illness-related reporting requirements deemed necessary by the EEDD.

The WORKSITE releases and will indemnify and hold harmless EEDD and

PARTICIPANT from any and all actions, costs, damages, claims, and liabilities arising out of damage or injury to persons or property sustained in connection with the placement of PARTICIPANT at EMPLOYER'S worksite.

19. **Compliance with Equal Employment Opportunity (EEO) laws:** The worksite and EEDD will, 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 regarding compliance with EEO and nondiscrimination obligations:

- a) EEDD will provide the Worksite and all participants with EEDD's policies against harassment, discrimination, and retaliation in the workplace upon assignment of any participants to the worksite location. EEDD will ensure that all youth are trained in the application of said policies against harassment, discrimination, and retaliation.
- b) The Worksite will ensure that EEDD's policies against harassment, discrimination, and retaliation are effectively implemented and followed in all respects.
- c) The Worksite will report immediately to EEDD, 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 EEDD's policies.
- d) The Worksite will cooperate with the EEDD 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 EEDD's policies against harassment, discrimination, and retaliation are fully and effectively enforced.

20. **EEDD Responsibilities:** EEDD will be responsible for the following:

- a) EEDD will refer to the Worksite only those individuals who are:
 - i. Eligible to participate in a WIOA-funded work experience activity or other qualified program.
 - ii. Determined to need work experience.
 - iii. Screened to meet or exceed the minimum qualifications established by the Worksite as described in the Work Experience Training Plan.
- b) EEDD will maintain authority to resolve any disputes arising from this agreement which are not disposed of by the mutual consent of the parties hereto. The Executive Director of the EEDD or appropriately authorized representative will be responsible for resolving disputes in accordance with the EEDD Grievance Procedure.
- c) EEDD will provide the Worksite with an orientation on this agreement and the requirements of funded activity.
- d) EEDD will ensure that the Worksite has contact information for the EEDD staff responsible for this agreement.
- e) EEDD will provide the Worksite with a signed copy of this agreement.

If the Worksite fails to perform according to the terms of this Agreement, the agreement will be terminated, and participant(s) reassigned to a new Worksite.

Either party may terminate this Agreement by providing a 10-day written notice to the other party. However, in special circumstances, a shorter notice period may be agreed upon by both parties.

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 EXECUTE THIS AGREEMENT with their signature below.

As an authorized agent of the work experience WORKSITE, I 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 NAME: _____

Worksite Authorized Name

Worksite Authorized Signature

Date

I acknowledge and accept all conditions as set forth in this agreement, the general provisions, and the Work Experience Training Plan.

EEDD Authorized Name

EEDD Authorized Signature

Date

Attachment A**WORK EXPERIENCE TRAINING PLAN**

Participant Name:		Participant Job Title:	
State ID Number:		ISY/OSY:	
ONET Code:		Worker's Comp. Code:	
Work Schedule:		Participants may work a maximum of _____ hours per week and a maximum of _____ total hours during Work Experience placement. Start Date: _____ End Date: _____ Work Permit Needed: Yes _____ NO _____ The Participant will 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 35. hours.	
EEDD CM Name:		Worksite Name:	
EEDD WorkNet Center Address:		Worksite Address:	
Job Developer Name:		Worksite Supervisor Name:	
Job Developer Phone:		Worksite Supervisor Phone:	
Job Developer Email:		Worksite Supervisor Email:	
Supervisor Name:		Alternate Worksite Supervisor Name:	
Supervisor Phone:		Alternate Worksite Supervisor Phone:	

This WIOA Title I-financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. This program is substantially funded by federal funding, for more information go to: www.sjcworknet.org/WIOAresources.asp

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.			
List any equipment, uniform, tools, machinery, or chemicals this participant will use or need on the job, i.e., gardening tools, cleaning supplies, work boots, safety glasses, computer, etc.:			
Describe the Worksite's dress code expectations for the Participant:			
Participant's Transportation Issues, if any:			
SPECIAL ACCOMMODATIONS NEEDED			
Describe any special work accommodation that is needed:			

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 Work Experience Training Plan and WEX Orientation Packet 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
----------------------------------	---------------------------------------	----------------------

_____ EEDD Job Developer Name	_____ EEDD Job Developer Signature	_____ Date
---	--	----------------------

I have reviewed the attached Work Experience Training Plan and the General Contract Provisions and agree to comply with the requirements therein. 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 EEDD staff.

_____ Worksite Supervisor Name	_____ Worksite Supervisor Signature	_____ Date
--	---	----------------------

**VERIFICATION OF SAFETY
TRAINING**

PARTICIPANT NAME: _____

WORKSITE NAME: _____

This Worksite will 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 of 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 member 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 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 will 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:

☐ _____	☐ _____
☐ _____	☐ _____
☐ _____	☐ _____

I have provided training on the worksite's safety policies, rules, and regulations to the participant.

_____ Worksite Supervisor Name	_____ Worksite Supervisor Signature	_____ Date
--	---	----------------------

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
----------------------------------	---------------------------------------	----------------------

On-Site Supervisors Work Experience Program:

<u>WORKSITE SUPERVISOR NAME(S)</u> (PLEASE TYPE OR PRINT)	<u>WORKSITE SUPERVISOR SIGNATURE(S) (PLEASE SIGN)</u>	<u>JOB TITLE</u>
1.		
2.		
3		
4.		
5.		
6.		
7.		

By signing this document, you confirm that you have read the Worksite Agreement and understand the responsibilities of a Work Experience Site Supervisor. **Your signature also acknowledges the importance of timely and proper submission of timesheets.**



PATRICIA VIRGEN
EXECUTIVE DIRECTOR

NICOLE SNYDER
DEPUTY DIRECTOR
TINA LaBOUNTY
DEPUTY DIRECTOR

COUNTY OF SAN JOAQUIN
EMPLOYMENT AND ECONOMIC DEVELOPMENT DEPARTMENT



WORKNET WORK EXPERIENCE AGREEMENT AMENDMENT

This Amendment, made as of _____ modifies the existing Work Experience Agreement ("Original Agreement") dated _____, between the San Joaquin County Employment and Economic Development Department (EEDD) ("PROVIDER"), and _____ ("WORKSITE"). WHEREAS the parties wish to amend the Original Agreement in accordance with the terms and conditions set forth in this Amendment; NOW, THEREFORE, in consideration of the mutual agreements contained herein and intending to be legally bound hereby, the Original Agreement is amended as follows:

Modification to Work Assignment (Section 2 of Original Agreement): The Worksite and PROVIDER agree to expand/include the following job duties to the Work Experience Training Plan for participants: [Describe New/Additional Job Duties Here]. The revised Work Experience Training Plan reflecting these changes is attached as Exhibit A.

Adjustment of Agreement Term (Original Agreement): The term of the Original Agreement is extended/shortened. The new termination date of this AGREEMENT will be [Insert New Termination Date].

Change in Compensation (Section 1 of Original Agreement): The compensation for participants is adjusted to [Insert New Compensation Details], in accordance with state-approved minimum wage adjustments or changes in the work duties warranting a different compensation rate.

All other terms and conditions of the Original Agreement not amended remain in full force and effect. This Amendment, together with the Original Agreement, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, regarding such subject matter.

EXECUTION:

The parties affirm that the signatories below are duly authorized to make this Amendment to the Original Agreement and execute this Amendment on the dates shown.

WORKSITE NAME: _____

Worksite Authorized Name

Worksite Authorized Signature

Date

I acknowledge and accept all conditions as set forth in this amended agreement.

EEDD Job Developers Name

EEDD Job Developers Signature

Date

ATTACHMENTS:

Attachment A: Revised Work Experience Training Plan

Attachment C: Revised Supervisor List



A Proud Partner of America's Job Center of CaliforniaSM Network

San Joaquin County WorkNet Work Experience Trainee Performance Evaluation

An evaluation must be turned in on the last day of the month for each participant.

This form is a sample. If your organization utilizes a different evaluation form, please feel free to use it in place of this form.

Month of: _____

Name of Organization: _____

Name of Participant: _____

Job Title: _____

1. Has the participant's work been satisfactory? Yes ☐ No ☐

2. If NOT, please identify area of unsatisfactory performance: _____

3. How would you rate this participant's progress?: Average ☐ Below Average ☐

Excellent ☐ Good ☐ Above Average ☐

4. Please comment on any positive or negative traits.

If applicable, is it your intent to retain this participant at the completion of the Work Experience period?

Yes ☐ No ☐

5. How do you feel about this Worksite Agreement and your relationship with the San Joaquin County WorkNet Staff?

Satisfied ☐ Dissatisfied ☐

If dissatisfied, please explain why _____

Completed by: _____ Date: _____

This WIOA Title I-financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. This program is substantially funded by federal funding, for more information go to: www.sjworknet.org/WIOAresources.asp

EXAMPLE

CCMA: _____

ATTN: _____

San Joaquin County



EMPLOYMENT AND ECONOMIC DEVELOPMENT DEPARTMENT EMPLOYMENT PREPARATION DIVISION TIME SHEET

Enrollee Name: THOR ODINSON Supervisor: ODINCase Number: 1234567 Worksite: ASGARD CAFEJob Title: BARISTA OF THUNDER Pay Period: 5/20/24 - 6/2/24Work Experience Type: Adult _____ Youth ☒ CalWORKs _____ Community Service _____

TOTAL HOURS WORKED

THIS PERIOD: 24HIRE DATE: 5/20/24 SCHEDULED TERM DATE: 8/25/24

DATE	TIME IN	TIME OUT (LUNCH)	TIME IN (LUNCH)	TIME OUT	TOTAL HOURS	DATE	TIME IN	TIME OUT (LUNCH)	TIME IN (LUNCH)	TIME OUT	TOTAL HOURS
1	8:00	-	-	12:00	4	16					
2	8:00	12:00	12:30	4:30	8	17					
3						18					
4						19					
5						20					
6						21					
7						22					
8						23					
9						24					
10						25	8:00	-	-	12:00	4
11						26	8:00	12:00	12:30	4:30	8
12						27					
13						28					
14						29					
15						30					
						31					

COMMENTS: _____

I CERTIFY I HAVE WORKED THE HOURS INDICATED.

ENROLLEE SIGNATURE

5/26/24
DATE

I CERTIFY THE HOURS WORKED ARE CORRECT.

WORKSITE SUPERVISOR SIGNATURE

5/30/24
DATE

EPD STAFF ONLY

REVIEWED BY: _____

DATE: _____

COMPANY NUMBER: _____

TOTAL HOURS WORKED: _____



**WORKNET
WORK EXPERIENCE AGREEMENT**

Between

**SAN JOAQUIN COUNTY EMPLOYMENT AND ECONOMIC
DEVELOPMENT DEPARTMENT**

And

_____ **(WORKSITE)**

This WORKNET WORK EXPERIENCE AGREEMENT ("AGREEMENT") describes the terms and conditions between the San Joaquin County Employment and Economic Development Department (EEDD), also known as WORKNET ("PROVIDER"), and the Business/Organization stated above ("WORKSITE") for the provision of a subsidized internship/work experience to eligible youth, and/or adults participating in the YOUTH program authorized and funded under the Workforce Innovation and Opportunity Act (WIOA). Under this agreement, participants will be provided with short-term work experience to help the participant gain the skills and experience needed to succeed in the workplace and obtain unsubsidized employment, creating a meaningful experience for both the PARTICIPANT and WORKSITE.

The EEDD 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 will automatically terminate, and the PROVIDER will immediately notify the WORKSITE of such termination. The term of this AGREEMENT is from _____ to _____ unless the agreement is terminated. Either party may terminate this Agreement by providing a 10-day written notice to the other party. However, in special circumstances, a shorter notice period may be agreed upon by both parties.

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.

Attachment A – Work Experience Training Plan
Attachment B – Verification of Safety Training
Attachment C – Supervisor List

General Contract Provisions

The Worksite/Worksite Supervisor agrees to:

1. **Payment:** The EEDD will compensate the participant directly based on actual on-site training hours. The Worksite will provide the EEDD with an accurately completed and approved timesheet, signed on paper or electronically by both the participant and the designated supervisor. The EEDD 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 participant, the worksite agrees to reimburse the EEDD for the overtime compensation costs incurred. EEDD will pay the participant the State-Approved hourly minimum wage or an hourly wage equal with the wages paid to other individuals employed by the worksite provided that the participant performs the same quantity, quality, and classification of work as determined by the Worksite and EEDD.

The Worksite will ensure that services provided and/or received will not supplant existing services and/or state and/or local funds expended for the same purpose.

2. **Work Assignment:** Work experience is intended to provide training, skill development, and work skills necessary to successfully obtain and retain employment. The Worksite will provide a planned and structured learning experience that will contribute to the achievement of the participant's employment goals as agreed upon in the Work Experience Training Plan by the EEDD and Worksite employer and assure that adequate work is available to keep participants busy during working hours. If the worksite 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 EEDD must provide its prior written approval.

These provisions do not establish an employer/employee relationship between the Worksite and the participant. The EEDD will be the employer of record, and the relationship between the Worksite and the participant is one of trainer/participant.

The Worksite will provide the participant with an initial orientation on applicable policies and expectations relating to the job.

3. **Safety Training:** The Worksite will provide safety instructions necessary to reasonably protect the youth against injury and provide them with necessary equipment to carry out responsibilities and duties. The Worksite 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 participants are prohibited from beginning work assignments until they have been adequately trained and qualified to perform such work assignments.
4. **Work Schedule:** Each participant's date 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 reimbursing the EEDD for all costs for 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 EEDD.

The participant's schedule, which is determined by the Worksite, based on staffing

needs and the participant's age and availability, must be approved by the EEDD. Any change from the original agreed upon schedule, job duties or placement date must be pre-approved by the EEDD.

An onsite Supervisor, who possesses the necessary knowledge, skills, and abilities to adequately supervise participants, must be available during all scheduled work hours, including weekend hours, if any.

5. **Time Sheet Responsibility:** Participants must accurately and completely record all hours worked on paper or electronic time sheets provided by EEDD and verified by the Worksite Supervisor listed on Attachment C. The Worksite is to review each Participant's time sheet, whether paper or electronic, 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 EEDD.
6. **Performance Reviews:** Worksites must submit participant performance evaluations monthly as required by EEDD. The evaluations 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.
7. **Worksite Monitoring:** Employers will allow EEDD, State of California, and/or Department of Labor (DOL) representatives to monitor all conditions and activities involved in performing this agreement to ensure compliance with federal, state, and local laws and regulations. The Worksite must ensure the following:
 - a) No displacement or partial displacement of current employees, including, but not limited to, a reduction in hours of non-overtime and overtime work, wages, or employment benefits.
 - b) No filling of positions which would otherwise be promotional opportunities for current employees, except when positions are to be filled through an open process in which participants are provided equal opportunity to compete.
 - c) No filling of a position prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.
 - d) No participant will be placed in a position created by termination, layoff, a strike, lockout, bona fide labor dispute, violation of any existing collective bargaining agreement, or reduction in work, to ensure no intent of filling position with a subsidized position.
 - e) Ensure that participants do not engage in any political, lobbying, unionization, anti-unionization, religious, anti-religious, or non-work-related fundraising activities during work hours.
 - f) Comply with all Equal Employment Opportunity, non-discrimination, and Americans with Disability Act Amendments of 2008 (ADAAA) and WIOA Section 188 requirements.
 - g) Comply with government-wide requirements for a drug-free workplace which are codified in 41 U.S.C. §8102 and State of California Drug Free Workplace Act of 1990.
 - h) Comply with federal and state Occupational Safety and Health Administration (OSHA) laws and regulations.
 - i) Comply with Federal Fair Labor Standards Act of 1938 and State Child Labor Laws.

- j) Comply with federal and state Fair Employment and Housing Act (FEHA) regulations.
 - k) Adequate insurance will always be in effect.
 - l) Comply with EEDD accident/injury reporting and complaint resolution procedures.
 - m) Comply and cooperate with audit surveys, audits, and any request by the State of California Department of Labor, Comptroller General, or EEDD to secure an audit or audit waiver in compliance with Public Law 97-300 Section 164 or the Single Audit Act.
8. **Nepotism:** Ensure that nepotism is not a factor in the selection of the participant and that it complies with federal and state regulations prohibiting pre-designation or pre-selection of participants.
9. **Subcontract:** Subcontracting the services of the participant provided under this agreement is not allowed.
10. **Transportation:** The Worksite will 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 workday without the express written approval of EEDD in advance.
11. **Insurance:** The Worksite will maintain comprehensive commercial general liability, property loss and personal injury insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence. The commercial general liability policy will name County of San Joaquin, its directors, officers and employees as Additional Insureds. Upon request, the Worksite will provide proof of said coverage prior to the participant working.
12. **Collective Bargaining:** Obtain the concurrence of the appropriate bargaining entity, when a collective bargaining agreement exists, to ensure compliance of the contracted training within the terms of this agreement.
13. **Confidentiality:** The worksite will hold in confidence all confidential information and will not disclose confidential information to a third party without the express written consent of EEDD. Confidential information is any information including, but not limited to:
- a) Participant Files/Records
 - b) Electronic Data
 - c) Billing Records
 - d) Financial Information
 - e) Information relating to the property, business, and affairs of EEDD or EEDD's participants.
14. **Discipline:** The Worksite will not take disciplinary action or terminate a participant without first notifying EEDD. If an immediate dismissal from a shift is necessary, the Worksite may send the participant home but must inform EEDD as soon as possible. Additionally, all disciplinary actions must be documented, and the Worksite should collaborate with EEDD to ensure due process and adherence to program policies

before making final termination decisions.

15. **Participant File Folder Onsite:** The Worksite will maintain a list of participants, their work assignments, schedules, and emergency card at each worksite as well as a valid work permit as necessary for participants under the age of 18.
16. **Hot and Inclement Weather and Drinking Water:** Worksite will provide adequate indoor work to occupy participants during inclement weather and periods when the temperature reaches 95 degrees Fahrenheit, when the regular worksite is designated as outdoors.

Worksite will provide adequate cool water, access to shade and extra rest periods for Participants when the temperature exceeds 80 degrees Fahrenheit. Ensure participants know how to recognize the symptoms of heat stroke and heat exhaustion and what to do. The worksite will also 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 50 degrees Fahrenheit.

17. **Compliance with OSHA:** The Worksite, and EEDD will, consistent with the manner described in this section, comply with all federal and state OSHA regulations, which apply to the participants assigned to the Worksite location. The following describes the general obligations of worksite regarding OSHA compliance:
 - EEDD will ensure that its participants are trained in general safe work practices prior to commencement of services for the worksite. The Worksite will ensure the participants are trained in the specific hazards and safe work practices before commencing such work.
 - EEDD may inspect the Worksite before assigning participant to work there. EEDD may do so thereafter on a periodic basis, with prior notification.
 - Upon request by EEDD the Worksite will provide documentation of the completion of their OSHA obligations under this section. The Worksite will include training in its exposure monitoring and sampling programs for the purpose of quantifying participant exposures to chemical, physical, and biological hazards in the participants assigned tasks. The worksite will inform participants of the results of such monitoring and sampling in accordance with OSHA requirements. EEDD and any participant will be informed of any suspected or known exposure more than OSHA permissible exposure limits, immediately following the worksite first knowledge of such overexposure.
18. **Accidents/Injuries:** The worksite is to notify the EEDD 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 EEDD immediately, no matter how minor the injury. No more than 24 hours after notice of the injury or illness (48 hours for weekends), the Worksite will file all forms required by the EEDD. Furthermore, the Worksite will cooperate with any injury or illness-related reporting requirements deemed necessary by the EEDD.

The WORKSITE releases and will indemnify and hold harmless EEDD and

PARTICIPANT from any and all actions, costs, damages, claims, and liabilities arising out of damage or injury to persons or property sustained in connection with the placement of PARTICIPANT at EMPLOYER'S worksite.

19. **Compliance with Equal Employment Opportunity (EEO) laws:** The worksite and EEDD will, 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 regarding compliance with EEO and nondiscrimination obligations:

- a) EEDD will provide the Worksite and all participants with EEDD's policies against harassment, discrimination, and retaliation in the workplace upon assignment of any participants to the worksite location. EEDD will ensure that all youth are trained in the application of said policies against harassment, discrimination, and retaliation.
- b) The Worksite will ensure that EEDD's policies against harassment, discrimination, and retaliation are effectively implemented and followed in all respects.
- c) The Worksite will report immediately to EEDD, 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 EEDD's policies.
- d) The Worksite will cooperate with the EEDD 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 EEDD's policies against harassment, discrimination, and retaliation are fully and effectively enforced.

20. **EEDD Responsibilities:** EEDD will be responsible for the following:

- a) EEDD will refer to the Worksite only those individuals who are:
 - i. Eligible to participate in a WIOA-funded work experience activity or other qualified program.
 - ii. Determined to need work experience.
 - iii. Screened to meet or exceed the minimum qualifications established by the Worksite as described in the Work Experience Training Plan.
- b) EEDD will maintain authority to resolve any disputes arising from this agreement which are not disposed of by the mutual consent of the parties hereto. The Executive Director of the EEDD or appropriately authorized representative will be responsible for resolving disputes in accordance with the EEDD Grievance Procedure.
- c) EEDD will provide the Worksite with an orientation on this agreement and the requirements of funded activity.
- d) EEDD will ensure that the Worksite has contact information for the EEDD staff responsible for this agreement.
- e) EEDD will provide the Worksite with a signed copy of this agreement.

If the Worksite fails to perform according to the terms of this Agreement, the agreement will be terminated, and participant(s) reassigned to a new Worksite.

Either party may terminate this Agreement by providing a 10-day written notice to the other party. However, in special circumstances, a shorter notice period may be agreed upon by both parties.

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 EXECUTE THIS AGREEMENT with their signature below.

As an authorized agent of the work experience WORKSITE, I 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 NAME: _____

Worksite Authorized Name

Worksite Authorized Signature

Date

I acknowledge and accept all conditions as set forth in this agreement, the general provisions, and the Work Experience Training Plan.

EEDD Authorized Name

EEDD Authorized Signature

Date

Attachment A**WORK EXPERIENCE TRAINING PLAN**

Participant Name:		Participant Job Title:	
State ID Number:		ISY/OSY:	
ONET Code:		Worker's Comp. Code:	
Work Schedule:		Participants may work a maximum of _____ hours per week and a maximum of _____ total hours during Work Experience placement. Start Date: _____ End Date: _____ Work Permit Needed: Yes _____ NO _____ The Participant will 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 35. hours.	
EEDD CM Name:		Worksite Name:	
EEDD WorkNet Center Address:		Worksite Address:	
Job Developer Name:		Worksite Supervisor Name:	
Job Developer Phone:		Worksite Supervisor Phone:	
Job Developer Email:		Worksite Supervisor Email:	
Supervisor Name:		Alternate Worksite Supervisor Name:	
Supervisor Phone:		Alternate Worksite Supervisor Phone:	

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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.			
List any equipment, uniform, tools, machinery, or chemicals this participant will use or need on the job, i.e., gardening tools, cleaning supplies, work boots, safety glasses, computer, etc.:			
Describe the Worksite's dress code expectations for the Participant:			
Participant's Transportation Issues, if any:			
SPECIAL ACCOMMODATIONS NEEDED			
Describe any special work accommodation that is needed:			

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 Work Experience Training Plan and WEX Orientation Packet 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
----------------------------------	---------------------------------------	----------------------

_____ EEDD Job Developer Name	_____ EEDD Job Developer Signature	_____ Date
---	--	----------------------

I have reviewed the attached Work Experience Training Plan and the General Contract Provisions and agree to comply with the requirements therein. 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 EEDD staff.

_____ Worksite Supervisor Name	_____ Worksite Supervisor Signature	_____ Date
--	---	----------------------

**VERIFICATION OF SAFETY
TRAINING**

PARTICIPANT NAME: _____

WORKSITE NAME: _____

This Worksite will 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 of 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 member 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 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 will 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:

☐ _____	☐ _____
☐ _____	☐ _____
☐ _____	☐ _____

I have provided training on the worksite's safety policies, rules, and regulations to the participant.

_____ Worksite Supervisor Name	_____ Worksite Supervisor Signature	_____ Date
--	---	----------------------

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
----------------------------------	---------------------------------------	----------------------

On-Site Supervisors Work Experience Program:

<u>WORKSITE SUPERVISOR NAME(S)</u> (PLEASE TYPE OR PRINT)	<u>WORKSITE SUPERVISOR SIGNATURE(S)</u> (PLEASE SIGN)	<u>JOB TITLE</u>
1.		
2.		
3		
4.		
5.		
6.		
7.		

By signing this document, you confirm that you have read the Worksite Agreement and understand the responsibilities of a Work Experience Site Supervisor. **Your signature also acknowledges the importance of timely and proper submission of timesheets.**



PATRICIA VIRGEN
EXECUTIVE DIRECTOR

NICOLE SNYDER
DEPUTY DIRECTOR
TINA LaBOUNTY
DEPUTY DIRECTOR

COUNTY OF SAN JOAQUIN
EMPLOYMENT AND ECONOMIC DEVELOPMENT DEPARTMENT



WORKNET WORK EXPERIENCE AGREEMENT AMENDMENT

This Amendment, made as of _____ modifies the existing Work Experience Agreement ("Original Agreement") dated _____, between the San Joaquin County Employment and Economic Development Department (EEDD) ("PROVIDER"), and _____ ("WORKSITE"). WHEREAS the parties wish to amend the Original Agreement in accordance with the terms and conditions set forth in this Amendment; NOW, THEREFORE, in consideration of the mutual agreements contained herein and intending to be legally bound hereby, the Original Agreement is amended as follows:

Modification to Work Assignment (Section 2 of Original Agreement): The Worksite and PROVIDER agree to expand/include the following job duties to the Work Experience Training Plan for participants: [Describe New/Additional Job Duties Here]. The revised Work Experience Training Plan reflecting these changes is attached as Exhibit A.

Adjustment of Agreement Term (Original Agreement): The term of the Original Agreement is extended/shortened. The new termination date of this AGREEMENT will be [Insert New Termination Date].

Change in Compensation (Section 1 of Original Agreement): The compensation for participants is adjusted to [Insert New Compensation Details], in accordance with state-approved minimum wage adjustments or changes in the work duties warranting a different compensation rate.

All other terms and conditions of the Original Agreement not amended remain in full force and effect. This Amendment, together with the Original Agreement, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, regarding such subject matter.

EXECUTION:

The parties affirm that the signatories below are duly authorized to make this Amendment to the Original Agreement and execute this Amendment on the dates shown.

WORKSITE NAME: _____

Worksite Authorized Name

Worksite Authorized Signature

Date

I acknowledge and accept all conditions as set forth in this amended agreement.

EEDD Job Developers Name

EEDD Job Developers Signature

Date

ATTACHMENTS:

Attachment A: Revised Work Experience Training Plan

Attachment C: Revised Supervisor List



A Proud Partner of America's Job Center of CaliforniaSM Network

San Joaquin County WorkNet Work Experience Trainee Performance Evaluation

An evaluation must be turned in on the last day of the month for each participant.

This form is a sample. If your organization utilizes a different evaluation form, please feel free to use it in place of this form.

Month of: _____

Name of Organization: _____

Name of Participant: _____

Job Title: _____

1. Has the participant's work been satisfactory? Yes ☐ No ☐

2. If NOT, please identify area of unsatisfactory performance: _____

3. How would you rate this participant's progress?: Average ☐ Below Average ☐

Excellent ☐ Good ☐ Above Average ☐

4. Please comment on any positive or negative traits.

If applicable, is it your intent to retain this participant at the completion of the Work Experience period?

Yes ☐ No ☐

5. How do you feel about this Worksite Agreement and your relationship with the San Joaquin County WorkNet Staff?

Satisfied ☐ Dissatisfied ☐

If dissatisfied, please explain why _____

Completed by: _____ Date: _____

This WIOA Title I-financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. This program is substantially funded by federal funding, for more information go to: www.sjworknet.org/WIOAresources.asp

EXAMPLE

CCMA: _____

ATTN: _____

San Joaquin County



EMPLOYMENT AND ECONOMIC DEVELOPMENT DEPARTMENT EMPLOYMENT PREPARATION DIVISION TIME SHEET

Enrollee Name: THOR ODINSON Supervisor: ODINCase Number: 1234567 Worksite: ASGARD CAFEJob Title: BARISTA OF THUNDER Pay Period: 5/20/24 - 6/2/24Work Experience Type: Adult _____ Youth ☒ CalWORKs _____ Community Service _____

TOTAL HOURS WORKED

THIS PERIOD: 24HIRE DATE: 5/20/24 SCHEDULED TERM DATE: 8/25/24

DATE	TIME IN	TIME OUT (LUNCH)	TIME IN (LUNCH)	TIME OUT	TOTAL HOURS	DATE	TIME IN	TIME OUT (LUNCH)	TIME IN (LUNCH)	TIME OUT	TOTAL HOURS
1	8:00	-	-	12:00	4	16					
2	8:00	12:00	12:30	4:30	8	17					
3						18					
4						19					
5						20					
6						21					
7						22					
8						23					
9						24					
10						25	8:00	-	-	12:00	4
11						26	8:00	12:00	12:30	4:30	8
12						27					
13						28					
14						29					
15						30					
						31					

COMMENTS: _____

I CERTIFY I HAVE WORKED THE HOURS INDICATED.

ENROLLEE SIGNATURE

5/26/24
DATE

I CERTIFY THE HOURS WORKED ARE CORRECT.

WORKSITE SUPERVISOR SIGNATURE

5/30/24
DATE

EPD STAFF ONLY

REVIEWED BY: _____

DATE: _____

COMPANY NUMBER: _____

TOTAL HOURS WORKED: _____