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Executive Director



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C O U N T Y O F S A N J O A Q U I N  
EMPLOYMENT AND ECONOMIC DEVELOPMENT DEPARTMENT  
WINNER OF NATIONAL ALLIANCE OF BUSINESS DISTINGUISHED SERVICE AWARD

**TO:** All Interested Public/Non-Profit Agencies

**SUMMER YOUTH EMPLOYMENT AND TRAINING PROGRAM (SYETP) 2017**

The Employment and Economic Development Department (EEDD) is accepting worksite applications for the 2017 Summer Youth Employment and Training Program. Each summer, several hundred young individuals are placed in temporary employment with public and private non-profit organizations through the Summer Youth Employment and Training Program (SYETP). Many local agencies throughout San Joaquin County have participated and supported SYETP by providing work experience to our youth. The Human Services Agency has provided additional funding to provide work experience to an additional 1,000 CalWORKs eligible youth during the summer.

In the past, your agency has supported our SYETP activities, providing outstanding worksites and real work experience to our participating youth. We, therefore, are soliciting your continuing support and participation. In addition to the fine services these young individuals are able to render to your agency, the worthwhile experience obtained while employed with you is of great benefit to our young participants.

To participate in the 2017 SYETP, please complete the attached Worksite Application and Position Request and return them to the following address:

Elena Mangahas, Employment Preparation Division Manager  
Employment and Economic Development Department  
56 S. Lincoln Street  
Stockton, CA 95203

Please contact Ms. Mangahas at (209) 468-3654 for further information regarding the SYETP Worksite Application and Position Request completion process. ***We will be accepting Worksite Applications starting January 2, 2017 through April 30, 2017.*** We look forward to your involvement in making the 2017 Summer Youth Employment and Training Program another success.

Sincerely,

JOHN M. SOLIS  
EXECUTIVE DIRECTOR

JS:jh

**INSTRUCTIONS FOR COMPLETING  
THE WORKSITE APPLICATION/AGREEMENT AND POSITION REQUEST FORMS**

**I. WORKSITE APPLICATION/AGREEMENT:**

This form has two purposes:

First: When signed and submitted by the Agency Director with signatures of appropriate agency supervisors, it establishes authority for the Agency to apply to be a SUMMER YOUTH Worksite.

Second: When countersigned by WORKNET/EEDD's authorized signature, it becomes a binding two-party agreement.

A final copy of the Worksite Application/Agreement with the Agency Director's signature or designee, WORKNET/EEDD's authorized signature and all of the Agency Worksite Supervisor's signatures will be provided to each worksite by SUMMER YOUTH staff.

Please read the Worksite Application/Agreement carefully, as worksites will be monitored for compliance with these terms. **SPECIAL EMPHASIS WILL BE PLACED ON PARTICIPANT SAFETY AT THE WORKSITE.**

**II. POSITION REQUEST:**

The information on this form will be used to evaluate the quality of work experience to be provided. It will also, serve as the "Job Order" for selected worksites.

One copy of this form must be submitted for each job classification and each worksite.

For example: If your Agency has one worksite and wishes to employ Clerical Aides and Maintenance Trainees - two Position Request forms must be submitted (one for each job classification).

If your Agency has two worksites and wishes to employ Clerical Aides and Maintenance Trainees at both worksites, four Position Request forms must be submitted (one for each job classification at each worksite).

**III. WORKSITE AGREEMENT ACTIVITY:**

Please check the appropriate box on page one of this Agreement to indicate the work activity in which you are participating.

**Please mail original worksite agreement to:**

Elena Mangahas, SYETP Coordinator  
56 S. Lincoln Street  
Stockton, CA 95203



**EMPLOYMENT AND ECONOMIC DEVELOPMENT DEPARTMENT (EEDD)  
WORK EXPERIENCE WORKSITE AGREEMENT**

AGENCY NAME: \_\_\_\_\_

AGENCY ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

WORKSITE NAME (If Different): \_\_\_\_\_

WORKSITE ADDRESS (If Different): \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

TOTAL NO. OF PARTICIPANTS: \_\_\_\_\_ TOTAL NO. OF WORKSITE SUPERVISORS: \_\_\_\_\_

WORK ACTIVITY (Check one)  WIA (Adult)  WIA (Youth)  TANF/CalWORKs  WorkNow

AGENCY STATUS (Check one)  Public  Private Nonprofit  Private For Profit

The term of this agreement will be in effect from \_\_\_\_\_ to \_\_\_\_\_

**PART I**

**THE ABOVE-NAMED AGENCY AGREES TO COMPLY WITH THE FOLLOWING PROVISIONS, REQUIREMENTS AND REGULATIONS:**

1. The worksite/agency shall allow only those participants to work who present evidence that they are officially enrolled in an EEDD coordinated work activity.
2. The worksite/agency shall provide the participant with a meaningful work experience, designed to enhance career opportunities and employment prospects.
3. The worksite/agency shall provide each participant with orientation that includes the organization's policies, specific job tasks, and safety requirements.
4. The worksite/agency shall provide counseling to the participant regarding work habits/attitudes, hygiene, and appearance.
5. The worksite/agency shall consult appropriate EEDD staff regarding any difficulties arising at the worksite. If a participant is sent home, the worksite supervisor shall immediately notify appropriate EEDD staff.
6. The worksite/agency shall ensure that those individuals assigned as worksite supervisors possess the necessary knowledge, skills, and abilities to adequately supervise participants.
7. The worksite/agency shall ensure that all immediate supervisors attend the EEDD's orientation as to their duties and responsibilities to the program and participants.
8. The worksite/agency shall ensure that each participant has adequate supervision, and sufficient work, equipment, and materials to occupy work hours. Supervisor/participant ratio shall not exceed 1:10 unless authorized by the EEDD.
9. The worksite/agency shall ensure substitute supervisors are available for times that regular supervisors are unavailable.
10. The worksite/agency shall ensure that all such substitute supervisors receive orientation from the EEDD staff.
11. The worksite/agency shall ensure that nepotism is not a factor in the selection of participants.
12. For outside worksites, the worksite/agency shall establish and implement contingency plans in case of inclement weather.
13. The worksite/agency shall allow participants to attend mandatory meetings and trainings scheduled by the EEDD.

14. The worksite/agency shall maintain an accurate record of hours worked by each participant and shall collect time records in accordance with the procedures and schedules prescribed by the EEDD.
15. The worksite/agency shall assure the participant time sheet accurately reflects only those hours worked and does not include excused or unexcused absences or time spent in a non-related or recreational activity.
16. The participants' work hours shall not exceed the maximum number of hours per day or per week authorized by the EEDD.
17. The worksite/agency shall provide the participant and the assigned EEDD staff with regular performance evaluations.
18. The worksite/agency shall comply with the EEDD accident/injury reporting procedures.
19. The worksite/agency shall comply with federal/State regulations prohibiting predesignation or preselection of participants.
20. The worksite/agency shall comply with the EEDD complaint resolution procedure.
21. The worksite/agency shall ensure that services provided and/or received will not supplant existing services and/or State and/or local funds expended for the same purpose.
22. Federal worksites/agencies shall ensure that all participants are provided workers' compensation under the Federal Employees Compensation Act, at no cost to the EEDD.
23. The worksite/agency shall provide and maintain safe working conditions, ensure participant safety on the job, and, as applicable, shall abide by federal and State Child Labor Laws.
24. The worksite/agency shall ensure that participants do not operate any motor vehicle in the performance of their job. EEDD reserves the right to waive this regulation on a case-by-case basis. Said waiver will require written modification to this Worksite Agreement.
25. The worksite/agency shall, under no circumstances, assign participants to perform duties that would result in the improvement of privately owned property.
26. The worksite/agency shall comply with all Equal Employment Opportunity, non-discrimination, and Americans with Disabilities Act (ADA) requirements.
27. The worksite/agency shall comply with government-wide requirements for a drug-free workplace which are codified in Department of Labor regulations at 29 CFR part 98 and State of California Drug Free Workplace Act of 1990.
28. The worksite/agency shall ensure that no participant working under this agreement engages in any political, lobbying, unionization, anti-unionization, religious, anti-religious, or fund-raising activities.
29. The worksite/agency shall allow access to and cooperate with monitors from the EEDD, the State, and the Department of Labor (DOL) to ensure compliance with federal, State and local laws and regulations as well as the Worksite Agreement.
30. The worksite/agency shall neither request nor receive compensation for providing the services described herein.
31. The agency shall ensure that each worksite is provided a copy of this executed agreement.
32. All slots vacated by the termination, transfer, or withdrawal of a participant may or may not be refilled at the discretion of the EEDD.
33. If the worksite/agency fails to perform according to the terms of this Agreement, the participants may be terminated/transferred by the EEDD.
34. Except as otherwise provided by this Agreement, any dispute arising from this Agreement which is not disposed of by the mutual consent of the parties hereto, shall be decided by the EEDD Director or his duly authorized representative, in accordance with the EEDD grievance procedure.
35. The worksite/agency shall hold harmless and defend the EEDD for any injury or damage to participants or third parties where injury or damage is caused by the negligence of any officer, agent, or employee of the worksite/agency when such negligence occurs within the scope of said officer, agency or employee's duties in carrying out the terms of this agreement or for any injury or

damage to third parties where injury or damage is caused by the negligence of the participant; or when such negligence occurs within the scope of the participant's duties while under the supervision and control of the worksite/agency.

36. The worksite/agency shall hold in confidence any and all confidential information and shall not disclose confidential information to any third party without the express written consent of the EEDD. "Confidential Information" means any information including but not limited to any records, files, electronic data, client records, patient records, billing records or financial information concerning or relating to the property, business, and affairs of the EEDD or EEDD's clients.

## **PART II**

**THE WORKSITE/AGENCY ALSO ASSURES THAT A WORK EXPERIENCE POSITION HAS NOT BEEN CREATED AS THE RESULT OF, OR SHALL NOT RESULT IN, ANY OF THE FOLLOWING:**

1. 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.
2. The 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 recipients are provided equal opportunity to compete.
3. The filling of a position, prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.
4. The filling of a position of established unfilled public agency position, unless the position is unfunded in a public agency budget.
5. The filling of a position created by termination, layoff, or reduction in work force, caused by the employer's intent to fill the position with a subsidized position pursuant to this article.
6. A strike, lockout, or other bona fide labor dispute, or violation of any existing collective bargaining agreement between employees and employers.
7. The filling of a work assignment customarily performed by a worker in a job classification within a recognized collective bargaining unit in that specific worksite, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoff.
8. The termination of a contract for services, prior to its expiration date, that results in the displacement or partial displacement of workers performing contracted services, caused by the employer's intent to fill the position with a subsidized position pursuant to this article.
9. The denial to a participant or employee of protections afforded other workers on the worksite by federal/State laws governing workplace health, safety, and representation.

## **PART III**

**THE WORKSITE/AGENCY AGREES TO COMPLY WITH THE FOLLOWING ADDITIONAL REQUIREMENTS AS SET FORTH IN THE WELFARE AND INSTITUTIONS CODE PERTAINING TO CalWORKs/TANF CLIENTS PARTICIPATING IN A WORK ACTIVITY:**

1. The Worksite/Agency shall assist and encourage qualified participants to compete for job openings occurring within the sponsor's organization for which they qualify.
2. Participants assigned to public agencies shall be allowed to participate in classified service examinations equivalent to the positions they occupy, as well as all open and promotional examinations for which experience in the position or other relevant experience is qualifying under merit system rules.
3. To the extent permitted under federal or State law, local ordinance, or applicable collective bargaining agreements, time worked in the positions shall apply toward seniority in the merit public agency positions.
4. The worksite/agency will recognize the TANF/CalWORKs participant training plan as part of this agreement and ensure that training is provided in accordance with said plan.

I UNDERSTAND THE TERMS OF THIS AGREEMENT AND SHALL ADHERE TO THE CONDITIONS SET FORTH:

AGENCY DIRECTOR SIGNATURE: \_\_\_\_\_  
(Or Authorized Representative)

DATE \_\_\_\_\_

PRINT NAME AND TITLE: \_\_\_\_\_  
Name

\_\_\_\_\_ Title

Worksite Supervisors (Please Print or Type Names)	Worksite Supervisor Signatures (Please Sign)	Date
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

EEDD AUTHORIZED SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



**SYETP POSITION REQUEST**

**PLEASE COMPLETE ONE (1) POSITION REQUEST FORM FOR EVERY JOB CLASSIFICATION REQUESTED BY YOUR AGENCY. USE A SEPARATE FORM FOR EACH WORKSITE WITHIN YOUR AGENCY.**

Agency Name:

Agency Address:

City:

Zip Code:

Type of Agency:

Public

Private Non-Profit

Private For Profit

Job Classification:

No. of Participants Requested:

(Example: Clerical)

Work Days: M T W T F S S

Hours: From

To

Start Date:

End Date:

Worksite Name:

Address (if different than above):

City:

Zip Code:

Person to Contact for Interview:

Phone:

Fax:

E-mail Address:

(please print)

Immediate Worksite Supervisor(s):

*(The worksite/agency shall ensure that substitute supervisors are available for times that regular supervisors are unavailable. Supervisor/participant ratio shall not exceed 1:10 unless authorized by the EEDD.)*

Name:

Phone:

E-mail Address:

(please print)

Name:

Phone:

E-mail Address:

(please print)

Name:

Phone:

Is public transportation available to the worksite?

Yes  No

Is this worksite accessible to the disabled?

Yes  No

**ABOUT THE POSITION:**

List and briefly describe a minimum of five (5) of the major job tasks/duties to be performed by trainees assigned to your agency/organization for training in the above job classification:

Task 1:

Task 2:

Task 3:

Task 4:

Task 5:

Describe applicable skills, knowledge, abilities, special requirements and/or licenses required:

Is the use of power equipment or machinery required?  Yes  No

If yes, please list the type of equipment and/or machinery to be used by participant:

What procedures are in place to ensure the safety of participant(s) while operating the above listed equipment/machinery?

Is safety equipment or clothing (e.g. hard-toe shoes, gloves, safety glasses, etc.) required?

Yes  No

If yes, please specify type:

Are the listed safety equipment items provided to regular employees by your agency?

Yes  No

Will the listed safety equipment/clothing be provided by your agency?

Yes  No

Notes/Additional Information: