



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

DIRECTIVE NO.	EFFECTIVE DATE	APPLICABILITY	PAGE
24-22	November 15, 2024	Departmental	1 of 9
SUBJECT: WIOA YOUTH WORK EXPERIENCE			

I. PURPOSE

This policy provides guidance on paid and unpaid work experience (WEX) for the Youth programs under Title I of the Workforce Innovation and Opportunity Act (WIOA) and National Farmworker Jobs Program (NFJP). This guidance is to be conveyed to all staff that provide WIOA youth activities and services.

II. GENERAL INFORMATION

The Workforce Innovation and Opportunity Act Section 129 (c)(2)(C) allows for paid and unpaid WEX for youth that have a component of academic and occupational education, which 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.

20 CFR § 681.600 further defines work experience as “a planned, structured learning 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, non-profit or public sector. Work experience is a contractual exchange between the Funding Entity (Employment and Economic Development Department), WEX Employer, and the WEX participant. Wages are paid by the Funding Entity directly

to the WEX participant and not the WEX employer. WEX employers are not monetarily compensated. Labor standards apply in any work experience where an employee/employer relationship exists (as defined by the Fair Labor Standards Act or applicable State law). WEX provides youth participants with the opportunity for career exploration and skill development.”

Per section 129 (c) (4) of the WIOA, no less than 20% of the youth program funds must be used to provide youth participants with paid and unpaid WEX. Allowable WEX expenditures include the following:

- A. Wages/stipends paid for participation in a WEX.
- B. Staff time working to identify and develop a WEX opportunity, including staff time spent working with employers to identify and develop the work experience.
- C. Staff time working with employers to ensure successful WEX, including staff time spent managing the WEX.
- D. Staff time spent evaluating the WEX.
- E. Participant WEX orientation sessions.
- F. Employer WEX orientation sessions.
- G. Classroom training or the required academic education component directly related to the WEX.
- H. Incentive payments directly tied to the completion of WEX.
- I. Employability skills/job readiness training to prepare youth for WEX.

Supportive services that enable WIOA participants to participate in WEX can count toward the WEX expenditure requirement.

This policy is formulated according to the interpretation of the Workforce Innovation and Opportunity Act (WIOA) law, along with relevant federal, state, and local regulations and policies, as understood by the San Joaquin County Employment and Economic Development Department (EEDD). It will be periodically reviewed and revised in response to any new federal or state guidelines.

This PPD supersedes PPD D-51, Workforce Innovation and Opportunity Act (WIOA) Duration and Hour Limitations on Work Experience Activities for Youth, dated January 1, 2016.

REFERENCES

- [WSD10-07 WIOA Youth Program Requirements](#)
- [WIOA Public Law Section 129 \(c\)\(2\)\(C\)](#)
- [Title 20 Code of Federal Regulations \(CFR\) Sections § 681.600](#)
- [Education Code \[EC\] 49160: Labor Code \[LC\] 1299](#)

III. POLICY

i. PARTICIPANT ELIGIBILITY

All WEX participants must meet program eligibility requirements, be enrolled into the WIOA Youth Program, and have received an assessment resulting in the development of an Individual Service Strategy (ISS) that documents the participant's need and benefit from a WEX. WEX must be related to the participant's long-term employment goal. Every participant must attend a WEX orientation prior to their WEX start date. WEX is not intended for long-term skill building within the occupation, but rather as an entry step for the participant to explore the occupation, develop their skills, gain work history and references.

Staff are required to ensure that any male participants who turn 18 while active in the Youth Program are registered with Selective Service before they can continue participating in WEX or other program activities. Participants who fail to register with Selective Service within 30 days of their 18th birthday will no longer be eligible for the program, and all WIOA services and activities closed out. For additional guidance, please refer to PPD 24-05 Selective Service.

ii. WORK PERMITS

All minors under 18 years of age employed in the state of California must have a permit to work (Education Code [EC] 49160: Labor Code [LC] 1299). A minor enrolled in WEX must obtain a work permit, and worksite must possess a permit to employ. The minor must be at least 16 years of age to be enrolled in WEX, with certain exceptions as specified in the Education Code [EC 49113].

An emancipated minor is exempt from child labor and compulsory school attendance laws and may apply for a "Permit to Employ and Work" without requiring parental permission. An emancipated minor may sign, in place of the parent, the "Statement of Intent to Employ Minor and Request for Work Permit Certificate of Age" ([FC Section 7050\[e\]16](#)). "Emancipated minor" is defined in FC Section 7002.

A permit to employ and work in industries other than entertainment is generally issued by an authorized individual at the minor's school. These permits are always mandatory, including when school is not in session. Permits issued during the

school year will expire five (5) days after the start of the following school year and must be renewed. If the work permit has expired, the youth must immediately stop their WEX until a renewed permit is provided.

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 always follow the hours specified on a youth's WEX work permit, unless the youth is 18 years or older, or has graduated high school and no longer requires a work permit.

iii. EMPLOYER OF RECORD AND WORKSITE ELIGIBILITY

The Employer of Record is responsible for providing direct monetary payments to participants or collaborating with a third-party agency to manage wages and/or serving as the employer of record. The Employer of Record must comply with all child labor laws, including work permits, hours of employment, timecards, working conditions, and health and safety requirements.

The EEDD will be the Employer of Record and it will be the EEDD's responsibility to ensure compliance with all Equal Opportunity laws/regulations and Federal and State Labor Laws with the worksite employer. The EEDD will identify suitable WEX Worksites that meet the needs of the participants. Prior to entering a WEX Agreement (Attachment 1), the EEDD will ensure the Worksite is able to comply with the following:

- A. Must have safe and healthy working conditions with no previously reported health and safety violations that have been reported but have not been corrected.
- B. Does not illegally discriminate in training or hiring practices because of race, color, sex, national origin, religion, physical or mental disability, political beliefs or affiliations or age.
- C. Will not terminate the employment of any of their current employees or otherwise reduce its workforce either fully or partially (such as reduction in hours or benefits) with the intention of filling the vacancy with a WEX participant or as the result of having a WEX participant.

- D. Will not allow the WEX activity to result in the infringement of promotional opportunities of their current employees.
- E. Will not allow the participant to be involved in the construction, operation, or maintenance of any part of any facility that is used, or to be used, for religious instruction or as a place for religious worship.

The EEDD will conduct a Worksite Orientation to ensure the worksite supervisor is fully aware of all WIOA rules, regulations, and requirements during the WEX period. This 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.
- D. Restrictions regarding overtime.
- E. Department of Industrial Relations workplace posting requirements.
- F. Reasonable accommodations for individuals with disabilities as required by the Americans with Disabilities Act (ADA).
- G. Compliance with Federal, State, and Child labor laws regarding working hours and conditions.

Since WEX must be a planned and structured learning experience, the employer hosting the worksite must designate appropriate personnel to provide supervision and feedback to the participant at regular intervals during the program. Individual contracts (Attachment A) must outline the participant's responsibilities in connection with their ISS. This contract must be signed and followed throughout the WEX. If participants' responsibilities change, it must be agreed upon with EEDD prior to the change.

The employer is under no obligation to offer regular employment to the participant after the conclusion of the WEX. However, the program offers employers a valuable opportunity to identify and potentially hire skilled individuals for future openings, thereby lowering recruitment expenses.

Employers are required to sign and abide by the guidelines of the Worksite Contract Agreement to be a WEX worksite. WEX agreements may be modified and/or amended. All modifications and/or amendments must be in writing and signed by all parties prior to the effective date of the modification. (Attachment E) Verbal modifications of WEX agreements are not valid.

iv. WEX ALLOTTED HOURS

Eligible youth will participate in WEX opportunities for the length of time necessary for the participant to learn the skills, and reach 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 goals when determining the appropriate duration of the work experience activity. An initial work experience activity for both ISY and OSY will not exceed 500 hours and can take place in either the private-for-profit, non-profit, or public sector. Youth participants are prohibited from working hours beyond those specified in their work permit and the terms outlined in the agreed-upon contract. Overtime is prohibited.

The EEDD Youth Supervisor may approve an extension of hours for those youth that are making progress and would benefit from additional time in WEX. Additional hours are approved in increments of 100 hours and are based on the client's updated ISS, evaluation from Employer Worksite Supervisor, and recommendation of the Case Manager. No more than two extensions may be granted. All extensions take into consideration the availability of WIOA funding.

v. WAGES FOR WORK EXPERIENCE

Participants in the WEX program who are placed on regular payroll for paid WEX will be compensated at either the state or local minimum wage, whichever is higher. As WEX is primarily an opportunity for skill development and learning, with the intention of leading to entry-level permanent positions, compensation will not exceed the minimum wage.

Participants will only be paid for the hours worked during the WEX as documented on the participant WEX timesheets. Timesheets must be signed by both the worksite supervisor and the participant before they are submitted to the Fiscal Department. WEX participants will not be paid for:

- A. Excused Sick Leave until after 90 days.
- B. Unexcused Sick Leave
- C. Vacation breaks.
- D. Lunch breaks.
- E. Holiday Pay.
- F. Overtime.
 - a. Failure to comply will result in youth being pulled from WEX and termination of any and/or all WEX worksite contract agreements.

vi. TIMESHEETS

The worksite is responsible for maintaining an accurate record of hours worked by the participant and submitting timesheet records to the EEDD in accordance with EEDD procedures and schedules. The worksite and participant are required to track hours worked on a WEX timesheet provided by EEDD (Attachment F). Total weekly hours must be rounded to the nearest 15 minutes, with the total time for the week recorded in 15-minute increments.

Fully signed timesheets by worksite supervisors (Attachment C) and youth participants are due to Fiscal by noon on Fridays of timesheet weeks. A yearly pay schedule will be provided to all worksites to ensure they are aware of timesheet deadlines. Case Managers must oversee the submitted timesheets to verify correct dates, hours worked, compliance with state and local labor laws, work permit provisions, and proper error corrections.

EEDD WEX Case Managers are responsible for ensuring that participants receive and sign for their paychecks on payday, as verification of receipt, unless an alternative arrangement has been approved. Paychecks must be handed to the participant in person, unless an approved alternative arrangement has been made in writing by the youth. This may include picking up the paycheck on another day, having it delivered to the worksite, or having a parent pick it up on their behalf. If 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 youth's case in CalJOBS.

Case Managers are responsible for reviewing performance evaluations with the youth and addressing any concerns or areas that require improvement.

viii. MONITORING

The EEDD will conduct at least one worksite monitoring per program year. This is meant to ensure that the worksite is maintaining proper compliance with the contract. Monitoring may include on-site visits, phone/email communication with the employer and participant to review the participant's progress in meeting the training objectives.

IV. PROCEDURE

- A. Upon completion of the ISS and job readiness training, the Case Manager may refer appropriate youth for placement in a WEX with a Job Developer.

- B. Upon the youth being referred to the Job Developer they will be scheduled for a WEX orientation.
- C. Youth Job Developer will place youth in a WEX position up to a period of 500 hours for Private, Non-Profit, or Public Sector Employment.
 - a. The youth participant cannot be placed onto a WEX site until they have been put on the EEDD payroll.
 - b. Youth that are under the age of 18 require a work permit before being placed at a worksite.
 - c. Each WEX worksite will sign a contract with the EEDD and complete the individual WEX plan (Attachment A) and Verification of Safety Training (Attachment B) for youth.
 - d. If any changes need to be made to the individual WEX plan, an amendment (Attachment D) must be completed and signed by all parties involved. Youth duties and hours cannot be modified without this signed amendment.
 - e. If a worksite fails to adhere to the terms outlined in the WEX contract agreement, a memo from Youth Program Manager will be issued to the worksite. If two memos are issued, the worksite may be terminated.
 - f. A WEX activity code (activity code 425) must be opened within five days of the youth participant being placed at a worksite.
 - g. Timesheets will be collected on a biweekly basis.
 - h. 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 to CalJOBS.
- D. The EEDD Supervisor may approve an extension for those youth that are making progress but would benefit from additional time in WEX. Extensions may be granted in 100 hour increments with a maximum of two extensions.
- E. Case Managers will ensure monthly evaluations are completed to track progress and ensure progress towards workplace competency goals.
 - a. Received evaluations must be uploaded and documented in the case notes by the case manager.
- F. Case Managers will track participant WEX hours to ensure adherence with the hour requirement.
 - a. WEX hours will be documented in the case notes every pay period.
- G. Case Managers will collaborate with the Job Developer and worksite supervisor to monitor the remaining available hours for the youth every two weeks.

CALJOBS

- A. The last day that the participant works must also be the last day of the CalJOBS 425 activity code. A case note must be entered to note the conclusion of WEX.
- B. Case Managers must confirm all timesheets, copies of signed paychecks, and performance evaluations are uploaded to CalJOBS for data validation purposes.

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:

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

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.**



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: 5/20/24SCHEDULED 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.

Thor Odinson
 ENROLLEE SIGNATURE

5/26/24
 DATE

I CERTIFY THE HOURS WORKED ARE CORRECT.

Odin
 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:	

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

Attachment B

**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:

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

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.**



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



Your Workforce Resource

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: _____