

**AGENDA
ITEM**

8



CITY COUNCIL AGENDA STAFF REPORT

DATE: May 7, 2025

TO: Mayor and City Council

APPROVED BY: Richard A. Daniels, Interim City Manager *Rick*

PREPARED BY: Norma Gerardo, Recreation Manager DocuSigned by:
Norma Gerardo
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SUBJECT: Authorize the Interim City Manager, or Designee, to Execute Project WORK-E.S.E Agreements between Imperial Valley Regional Occupational Program and the City of Calexico for the Placement of Program Participants in City Departments.

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Recommendation:

Authorize the Interim City Manager, or designee, to execute Project WORK-E.S.E Agreements between Imperial Valley Regional Occupational Program and the City of Calexico for the placement of program participants in City Departments.

Background:

The Imperial Valley Regional Occupational Program (IVROP) is seeking to establish a collaboration with the City of Calexico to place WORK-E.S.E Program Participants in City Departments.

Project WORK-E.S.E. placements are governed by two sequential agreements, each with its own built-in time limit:

1. Pre-Subsidized Employment Agreement (Pre-Placement) – A trial exposure period of voluntary work experience, 25-35 hours per week for two weeks. A second two-week Pre-Placement may be scheduled if additional readiness time is needed.
2. Transitional Employment Agreement – A paid placement at state minimum wage, 25-35 hours per week up to a maximum of 650 hours or at the end of the agreement, whichever occurs first.

Hourly wages and workers compensation insurance coverage are provided by IVROP, the employer of record.

Program participants will be supervised by City Staff and will not be replacing existing staff.

Discussion and Analysis:

Project WORK-E.S.E. creates short-term, wage-earning placements for active CalWORKs Welfare-to-Work participants. During the designated employment period, participants gain paid, hands-on experience that can lead to a permanent job, while employers can assess and develop a potential long-term employee.

The City of Calexico has a long history of partnering with various agencies to provide work-readiness opportunities. Participants are exposed to career exploration and acquire work skills that may later open future employment opportunities.

City staff recommend that the City Council of the City of Calexico authorizes the Interim City Manager, or designee, to execute Project WORK-E.S.E. Agreements between Imperial Valley Regional Occupational Program and the City of Calexico for the placement of program participants in City Departments.

Fiscal Impact:

None.

Coordinated With:

None.

Attachment(s):

- A. Pre-subsidized Employment Agreement.
- B. Transitional Employment Agreement.
- C. Transitional Employment Program General Provisions.
- D. Transitional Employment Program Brochure.

ATTACHMENT A



Imperial Valley Regional Occupational Program-
Project WORK
687 State St.,
El Centro, California 92243

**Project WORK-E.S.E.
Pre-subsidized Employment Agreement**

This agreement is made and entered into between the Imperial Valley Regional Occupational Program (IVROP) Project WORK- E.S.E. Participant _____, and

_____ (WORKSITE). The purpose of this agreement is to provide the participant and employer an opportunity for temporary exposure to the anticipated work environment.

IVROP Project WORK Subsidized Agreement is NOT valid until this requirement has been satisfied.

Under this agreement the participant will perform pre-placement (2 weeks of voluntary work experience) at the designated site. At the end of the pre-placement period the WORK Representative and prospective manager at the anticipated work site will determine the customers, "work readiness". Customers will either begin their subsidized employment thus beginning the clock on their welfare to work hours or will be assigned to perform another session of pre-placement (2 weeks). If a customer has not demonstrated "work readiness" at the end of the second pre-placement session, a determination will be made regarding next steps that may include additional pre-placement or a re-referral to CalWORKs.

Project WORK Participant will perform up to but not exceed 25-35 hours per week. This agreement shall commence as of _____ and will terminate on date: _____ or upon the approval of Project WORK- E.S.E. Representative and WORK site manager whichever comes first.

Worksite Supervisor: _____

Alternate Supervisor: _____

I understand that pre-placement is a mandatory component of Project WORK, subsidized employment.

Signature of WORK-E.S.E. Participant: _____

*Employment information located on Project WORK Subsidized Agreement

Effective Date: _____ **WORK Representative:** _____

ATTACHMENT B



Imperial Valley Regional Occupational
Program
687 State Street
El Centro, California 92243
Project WORK-E.S.E.
Transitional Employment Agreement

This agreement is made and entered into by and between the Imperial Valley Regional Occupational Program (IVROP) Project WORK-E.S.E. Subsidized Employment Participant _____, and _____ (WORKSITE). The purpose of this agreement is to provide the participant with exposure to the work environment, model positive work habits, cultivate/enhance job skills, and instill a strong work ethic. Under this subsidized employment agreement, the IVROP participant will be compensated at the state minimum wage rate of (\$16.50) per hour up to but not exceeding 25-35 hours per week. This agreement shall commence as of _____ and terminate on _____, or upon the completion of 650 hours, whichever comes first.

Terms of the agreement are explained on the second page of this contract.

Worksite Information

Worksite Agency: _____ Phone (760) _____

Address: _____

Supervisor: _____ Alternante Supervisor: _____

Agreement Start Date: _____ Agreement End Date: _____

Participant Name: _____ Hourly Pay: \$ 16.50/hr. Total Hours Per Week: 25-35

Work Schedule: _____

Job Information

Department/Division: _____

Job Title: _____

Job Duties: _____

WORK-E.S.E. FUND: 010-9051-0-0000-1000-2900-00

IVROP Project WORK-E.S.E. Transitional Employment Agreement

Participant Agrees to:

1. Conform to all pertinent worksite and program rules and regulations.
2. Perform all duties as specified in this agreement.
3. Demonstrate a positive attitude towards the worksite, trainer, staff and public.
4. Be punctual and always conduct themselves in a professional and cooperative manner; and,
5. To respond to and comply with program staff inquiries, visits, appointments, directives, and follow-up activities.

IVROP Agrees to:

1. Provide a program orientation to each worksite representative prior to referring participants to the worksite.
2. Provide Worker's Compensation coverage for participant during the terms of the agreement.
3. Assign an Adult Development Specialist to monitor participant placements in worksite and provide intervention or supportive services as deemed necessary by worksite, participant and/or program.
4. Inform the participant of the grievance procedures, nepotism rules, equal pay, and non-discrimination assurances; and,
5. Hold harmless Worksite, its agents, officers, and employees from legal liability arisen out of errors, omissions, or negligence by the participant, to include any losses incurred as a result of being assigned duties which require the handling of cash or other monetary instrument;
6. Compensate the participant for hours worked as per the (Subsidized) Transitional Employment Agreement.

Worksite Agrees to:

1. Provide job orientation to participant as related to work policies, job safety, and job expectations. The work policies and job expectations for participant must be the same as for non-participants at the worksite.
2. Provide training to participant relative to the job duties and expected performance.
3. Communicate with program staff to provide information/appraisals of participant's performance.
4. Assure that all work is conducted in a safe, sanitary, and drug free environment and that participant is supervised on a full-time basis by a designated/qualified supervisor.
5. Provide sufficient work to occupy participant's work hours and shall provide sufficient equipment and/or materials to enable the participant to carry out the work assignments.
6. Hold harmless IVROP, its agents, officers, and employees from legal liability arisen out of errors, omissions, or negligence by the participant, to include any losses incurred as a result of being assigned duties which require the handling of cash or other monetary instrument;
7. Evaluate participant performance and maintain an accurate record of time and attendance, which will be signed by the program Representative and Participant and the worksite Supervisor, and then submitted; and,
8. Abide by the attached Transitional Employment Program General Provisions (1.0 to 14.0).
9. Abide by provisions preventing displacement of incumbent workers.

Certifications

We have read the Transitional Employment Agreement and agree to abide by all applicable assurances and conditions. The Participant understands that they are directly responsible for completion and submission of the time sheets. The Supervisor agrees to verify and sign timesheets/attendance records in a timely manner. It is understood that the participant will be compensated by IVROP provided all conditions of this agreement are satisfied.

Worksite Supervisor: *Signature:* _____ *Print:* _____

Alternate Supervisor: *Signature:* _____ *Print:* _____

WORK-E.S.E. Participant: *Signature:* _____ *Print:* _____

Effective Date: _____ **IVROP Representative:** _____

ATTACHMENT C

Transitional Employment Program General Provisions

- 1.0 These provisions are not negotiable.
- 2.0 Worksite shall not subcontract this contract.
- 3.0 EFFECTIVE DATE OF THE TRANSITIONAL EMPLOYMENT AGREEMENT. This agreement shall not take effect until it is reviewed and approved by the Imperial Valley Regional Occupational Program (IVROP).
- 4.0 PARTICIPANT PRODUCTIVITY. Participants of the Project WORK-E.S.E. Transitional Employment program have varying levels of experience and skill. Partner worksite understands that a participant may demonstrate a need for additional training and assistance in learning the skills and duties of their assigned position. Partner worksite understands that there is no worksite cost in this training arrangement.
- 5.0 WAGES AND WORK HOURS: The Participant's wages shall be paid by IVROP (Employer of record). For the purposes of this agreement, wages shall be monies paid to the Participant by IVROP for actual hours worked. Wages do not include tips, commissions, holidays, or vacation. Under the Subsidized Employment Program, the maximum number of hours worked for compensation is 40 hours (about 1 and a half days) per week. Any hours worked in excess of this amount will not qualify for compensation. Participants will be paid at the state minimum wage (\$16.50 per hour as of January 1, 2025) for the duration of this subsidized employment agreement.
- 6.0 EQUAL EMPLOYMENT OPPORTUNITY. Worksite agrees to not discriminate against any employee on the basis of race, creed, color, national origin, sex, age, political affiliation, or disability, religion, ancestry, marital status, sexual orientation, or other protected class status.
- 7.0 COMPLIANCE WITH LAWS AND REGULATIONS. Worksite agrees to comply with all federal, state, and local laws and regulations regarding employment and workplace conditions. Worksite(s) in violation of any labor law or involved in a labor dispute, i.e., strike or lockout, shall not be eligible for participation in the Subsidized Employment Program.
- 8.0 WORKERS COMPENSATION. IVROP shall provide the Participants Workers Compensation Insurance coverage. Any Workers Compensation issue or perceived issue involving a Participant must be reported immediately to the Project WORK representative by the Worksite.
- 9.0 HEALTH AND SAFETY. The worksite shall comply with health and safety standards promulgated under the Occupational Safety and Health Act (OSHA) of 1970 and other standards prescribed by the state and the Security of the U. S. Department of Labor to protect the health and safety of employees and IVROP participants.

- 10.0 SUPPLANTNG: LAY-OFFS, REDUCTION IN WORKFORCE, PROMOTIONAL OPPORTUNITIES. The Worksite shall not let go, lay-off, replace, or reduce the work hours of a regular employee in order to create a position for an IVROP participant, and shall not change normal hiring practices to receive IVROP funds. Furthermore, the Worksite shall ensure that positions filled by subsidized employment participants are not created or filled in a promotional line that will infringe in any way upon promotional opportunities of currently employed individuals. This provision is in compliance with California Department of Social Services, Manual of Policies and Procedures Section 42-720.3.
- 11.0 NEPOTISM. The Worksite agrees not to hire under this contract a Participant that is a member of his of his immediate family. The term "immediate family" is defined as a person by blood, marriage, or adoption which includes wife, husband, son, daughter, mother, father, sister, brother, aunt, uncle, nephew, niece, in-laws (mother, father, sister, brother), step parent or step child.
- 12.0 GRIEVANCE PROCEDURE. IVROP shall include the Participant under its Uniform Complaint Procedure (Grievance Procedure) for reporting work-related grievances and completing complaint forms. The Worksite agrees to comply with the Uniform Complaint Procedure promulgated for participants of IVROP. A copy of the Uniform Complaint procedure will be made available to the Worksite.
- 13.0 TERMINATION OF AGREEMENT/PARTICIPANT. The Worksite retains the right to terminate the Transitional Employment Agreement for unsatisfactory job performance or any misconduct by the Participant. The Worksite shall notify IVROP prior to a contemplated termination or at such time that the Worksite determines the Participant performance is substandard, so the Participant is afforded a reasonable amount of time to improve his/her performance.
- 14.0 TERMINATION OF PARTIES. Either party may terminate this agreement upon ten (10) days of advance written notice, if: (a) the Worksite fails to comply with conditions set forth in Transitional Employment Agreement; (b) the Worksite goes out of business or must implement a reduction in workforce as a result poor business climate or economic downturn; or (c) the funds allocated for the Transitional Employment program are reduced or withdrawn by the County of Imperial, State of California.

ATTACHMENT D

IVROP
Project WORK-ESE & WEX

CLIENT

EXPERIENCE

First-time & limited-experience employees:

Participate in employability skills workshops to develop the fundamental skills needed for employment. These clients allow the employer the opportunity to establish skills and expectations at the job site. Worker's Compensation insurance and client wages are components that are offered through the transitional employment program services.



CONTACT US



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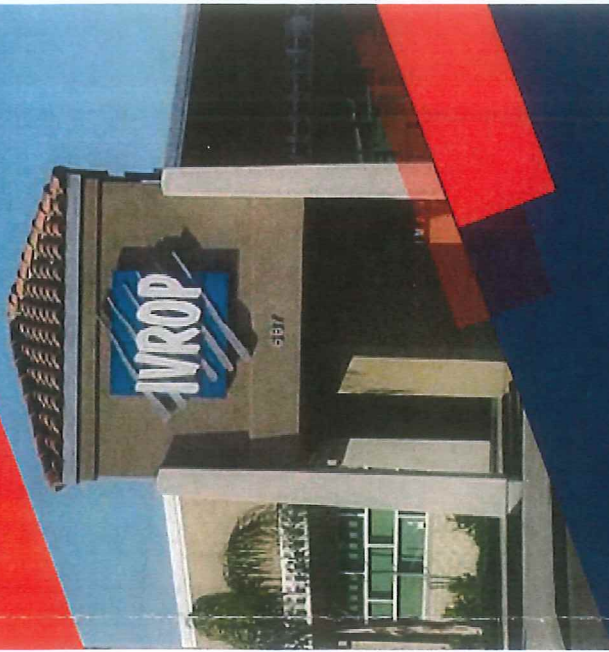
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Imperial Valley Regional
Occupational Program



PROJECT WORK-ESE

TRANSITIONAL
EMPLOYMENT PROGRAM



EMPLOYMENT SOLUTIONS

Understanding that a quality employee positively impacts the well-being of any business, IVROP Transitional Employment Services allow you to find an employee at any level of experience:



WHY

CHOOSE US?

Employer Benefits:

- No-cost employee training
- Worker's Compensation Insurance provided through CalWORKS or IVROP
- Work Opportunity Tax Credits: for clients hired directly by Employer Partners
- Increase staffing opportunity
- Potential reimbursable wages with OJT Component
- Project Staff provides additional support for potential employees: Coaching, Mediation, Barrier Management-Employment Retention Support

Client Support:

- Hands-on work experience environment
- Increased income through wage-earning
- Technical and Employability Skill Development
- Supportive service referrals
- Support in managing barriers to increasing employment retention



Imperial Valley Regional
Occupational Program

PROGRAM SERVICES



WORK EXPERIENCE VOLUNTEERS

Employers offer work experience while volunteers comply with an specific amount of hours per week in order to obtain services through CalWORKS.



READY-TO-WORK EMPLOYEES

Allow an employer to train and develop participants at a faster level, resulting in increased productivity. Worker's compensation insurance and client wages are components of the transitional employment program services.



ON-THE-JOB EMPLOYEES

Participants are hired by our employer partners and become members of your staff. During the initial employment period, these clients may be eligible to earn certain tax credits (WOTC). Additionally, a contract with our program will qualify for partial reimbursement of wages for these employees as a component of the transitional employment services.



Funded by:
**Imperial County Department of Social
Services CalWORKS-WtW**

ABOUT US

PROJECT WORK-ESE TRANSITIONAL EMPLOYMENT PROGRAM

TRANSITIONAL EMPLOYMENT SERVICES:

Transitional Employment Services support two groups:

- Clients looking for employment opportunities.
- Employer-Partners looking for candidates for their agencies and businesses.

To serve clients: the program uses tools and strategies to enhance basic skills needed to gain and maintain employment.

To serve Employer-Partners: this program screens and matches high-quality candidates that can grow within the employer's agencies or businesses.

