

**WORK EXPERIENCE AGREEMENT**  
**between**  
**BREVARD WORKFORCE DEVELOPMENT BOARD, INC.**  
**and**  
**(Worksite Employer)**

This Agreement is entered between the Brevard Workforce Development Board, Inc. hereinafter referred to as BW or Brevard Workforce and \_\_\_\_\_ [NAME] \_\_\_\_\_ hereinafter referred to as Worksite Employer for the purpose of providing quality job training work experience to individuals referred by Brevard Workforce Career Centers.

**I. AUTHORITY**

This Agreement is executed pursuant to The Workforce Investment Act (WIA) of 1998 (29 USC 2801 et seq).

**II. TERM**

The parties agree and understand that each of them may execute this Agreement on different dates, but acknowledge that the effective date, when fully executed by both parties, shall be **DATE**, 2012 and conclude no later than **June 1, 2013**.

**III WORK DESCRIPTION**

- A. **BW:** BW will serve as the Administrative Entity to provide the overall guidance for this project. BW, through its flagship product, Brevard Workforce Career Center(s) (BWCC) will conduct the programmatic requirements of the project and will recruit and enroll participants, determine and document program eligibility, and match participants to employment opportunities. *Only participants determined eligible and referred by BWCC to the Employer of Record can be considered for hire under this project.* To ensure program compliance, a BWCC work site monitor will provide oversight of the Employee and Worksite Employer at regular intervals.
- B. **EMPLOYER OF RECORD** (i.e. Staffing Agency): The staffing agency, under a separate agreement with BW, as Employer of Record will employ and place the BWCC referred participant with the Worksite Employer. The Employer of Record is responsible for handling payroll, benefits, Worker Compensation and Unemployment Compensation for Employees as well as dealing with Employee personnel matters concerning their performance while on assignment to the Worksite Employer. When required by the Worksite Employer, the Employer of Record will provide for drug testing/and background checks on BWCC referred employees prior to commencement of their work assignment.
- C. **EMPLOYEE:** BWCC referred participant temporarily employed by the Employer of Record. A participant served under this Agreement will be referred to as an "Employee." A Job Description will be written and maintained at the worksite by the Worksite Employer for each Employee served under this Agreement. Job Descriptions by reference shall be made a part of this Agreement.

- D. **WORKSITE EMPLOYER:** Entity responsible for direction and supervision of the Employee(s). (Point of Contact will be indicated on each job description.)The parties agree that the Worksite Employer shall direct and supervise the Employee(s) and provide necessary equipment, space and training to fulfill the requirements as defined within the job description for the Employee(s).

The work experience undertaken in this Agreement is more specifically defined in the attached job description and is subject to review and/or modification by BW. Entrepreneurial mentoring and associated topics, if included as part of the work experience, will be listed as a separate line item on the job description.

#### IV. PERFORMANCE OF WORK

- A. The Worksite Employer will not start the Employee at work until they have been assigned by the Employer of Record.
- B. Unless otherwise notified in writing by BW, the terms of employment for any one Employee under this Agreement are that **gross wages and fees cannot exceed \$**. The Worksite Employer has the option of offering the Employee permanent employment at any time during the term of work experience. In the event this occurs, there will be no employment fee charged to the Employee or Worksite Employer. In the event no offer of employment is made by the Worksite Employer, the Employer of Record will either place the Employee at another Worksite Employer or terminate the Employee pursuant to its agreement with BW.
- C. The maximum number of hours any one Employee may work in any one week is **30 hours**. If the work experience includes entrepreneurial mentoring, the Worksite Employer will allow the employee to attend weekly BW Bizlaunch and associated activities on Wednesdays from 8:00am – 12:00pm. These hours will be included on the employee's timesheet as hours worked under entrepreneurial mentoring.
- D. **EQUAL OPPORTUNITY:** The Worksite Partner will not discriminate against any Employer of Record Employee because of race, color, religion, sex, age, handicap, marital status, military veteran status, or national origin.
- E. The Worksite Employer will provide a copy of its policy and/or procedures to the Employee covering any specific rules or regulations by which the Employee is expected to abide within 5 days after Employee begins work at the site.
- F. **DRUG FREE WORKPLACE:** The Worksite Employer agrees to administer in good faith a policy designed to ensure that the Worksite Employer is free from the illegal use, possession, or distribution of drugs or alcohol.
- G. The Worksite Employer shall provide the appropriate documentation (signed timesheets) to the Employer of Record each Friday to ensure the Employee(s) is paid on a timely basis. All hours must be rounded to the nearest quarter hour on a daily basis. Worksite supervisor or alternate supervisor shall sign time and attendance records on a weekly basis, verifying the accuracy of time worked. Hours spent on entrepreneurial mentoring, if included as part of the work experience, shall be logged as a separate line item on the timesheet. Worksite Employer agrees to accept direct financial responsibility for overpayment of Employee resulting from negligence and/or misrepresentation of actual time worked.

- H. The Worksite Employer will provide the same working conditions accorded to other employees presently in the Worksite Employer's workforce.
- I. Inclement Weather (if applicable to job responsibilities): In the event of inclement weather, it is the obligation of the worksite supervisor to assign secondary job duties as listed on the Employee job description
- J. Holidays: There are no provisions for the Employee to be paid for legal holidays. All legal holidays that fall within the program period should be recognized as days off. Some worksites may require work on the holidays – in that situation Employee may be given an alternate day off (up to the discretion of worksite).
- K. The Worksite Employer agrees to operate their worksite in accordance with the provisions, conditions and specifications as follows:
  - 1. To ensure that Employee(s) assigned to the worksite will only perform tasks that are outlined within the approved job description.
  - 2. To ensure that Entrepreneurial Mentoring, if included as part of the work experience, will include approximately 70 hours of the total hours worked and will include offering the employee mentoring in the following areas: Business Operations; business accounting and finance; communications, marketing, and sales; and, human resources and management. Four (4) objectives for each category will be developed encompassing these topics at the beginning of the entrepreneurial work experience and be completed during the process.
  - 3. To provide adequate supervision at the work site(s) of the assigned Employees.
  - 4. To maintain a copy of this agreement along with copies of all employee timesheets and job descriptions for a period of no less than five years at the worksite.
  - 5. To inform the Employer of Record and BW of any Employee(s) who terminate from or fail to show up for work as soon as possible and/or within 24 hours of the termination or failure to show up for work.
  - 6. To adhere to all applicable Federal and State wage and hour regulations and occupational safety and health regulations including, but not limited to the Fair Labor Standards Act of 1938 (et seq.), and the Occupational Safety and Health Act of 1970 (et seq.).
  - 7. To ensure safe and sanitary working conditions.
  - 8. To file injury reports when applicable and immediately advise the Employer of Record ,
  - 9. To ensure compliance with governing State and Federal laws and policy.
  - 10. To ensure that no assigned Employee will be involved in any sectarian or political activities.
  - 11. To maintain the confidentiality of any and all information regarding Employee or their immediate families.

**V. TERMINATION**

- A. This Agreement may be terminated at will and without cause by either party with no less than thirty (30) days written notice to the other party.
- B. This Agreement may be terminated immediately by either party with written notice to the other party for breach of any term or condition contained within this Agreement. This written notice shall be sent via certified mail, return receipt requested.

**VII. NOTICES**

The aforesaid termination notice, as well as all other notices required herein, shall be considered *received* when delivered to:

Worksite Employer:

Name  
 Title  
 Address  
 Phone:  
 Fax:  
 Email:

BW:

Sandi Briles  
 Contracts Officer  
 297 Barnes Blvd.  
 Rockledge, Florida 32955  
 (321) 394-0516  
 Email: sbriles@brevardworkforce.com

**VIII. MISCELLANEOUS PROVISIONS**

**A. CHANGES**

- (1) There shall be no modification or amendment of this Agreement, except in writing, executed by both parties to this Agreement.
- (2) Requests for interpretations of the Agreement provisions shall be directed to the BW Contracts Officer, and must be in writing. No interpretations shall be official or binding upon the Worksite Employer unless it is received in written form.

**B. DISPUTES**

All disputes with the Employer of Record Employees should be resolved informally. If the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from BW Grievance Procedures.

**C. INDEMNIFICATION**

Each party to this Contract shall be responsible for its own negligence or wrongdoing. Subject to the limitations of Florida Statute 768.28, each party agrees

to indemnify and hold harmless the other party on account of the negligence or wrongdoing of the indemnifying party and all from resulting liabilities, claims, penalties, forfeitures, suits, and any associated costs and expenses of the indemnifying party. This indemnity agreement shall include costs and reasonable attorney's fees necessitated and arising out of the negligence or wrongdoing of the indemnifying party.

Any Contractor that is a state agency or subdivision as defined in Section 768.28 Florida Statutes shall be entitled to claim the protection of the Sovereign Immunity Statute, if applicable. Nothing within this Contract will be construed as consent by the State or any of its agencies or subdivisions to be sued by third parties in any matter arising out of any contract.

**D. DEBARMENT AND SUSPENSION**

The Worksite Employer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal or State department or agency.

**E. RELATIONSHIP OF PARTIES**

The Worksite Employer does not become the agent of BW for any purpose pursuant to this Agreement, and will make no representation of such. In agreeing to provide direction and supervision for the Employee(s), the Worksite Employer understands that this does not make any Employee an Employee or agent of the Worksite Employer or BW.

**F. RIGHT TO AUDIT RECORDS**

In the performance of this Agreement, the Worksite Employer shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of BW, and/or designated representatives of Federal and State agencies and shall be retained by the Worksite Employer and BW for a period of five years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

**G. GOVERNING LAW**

This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida. Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury. In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

**I. ASSIGNMENTS**

Worksite Employer shall not assign any portion of this Agreement without the express written consent of BW.

**IX. ASSURANCES AND CERTIFICATIONS**

In entering into this Agreement, the Worksite Employer hereby acknowledges, and agrees to comply with, the following statutory, regulatory and policy provisions:

- A. **RELOCATION:** Neither the execution nor performance of the Agreement will assist in, support or otherwise contribute to the relocation of the Worksite Employer's business.
- B. **MAINTENANCE OF EFFORT:** The Worksite Employer assures that this Agreement will only provide for employment opportunities that are defined in the approved job descriptions and will grant access to worksite monitors.
- C. **ATTESTATION REGARDING EMPLOYMENT OF EMPLOYEE:** The Worksite Employer assures that no currently employed worker shall be displaced by any assigned Employee, including partial displacement such as a reduction in hours of non-overtime work, wages or employment benefits. No assigned Employee shall be employed or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job or (b) when the Worksite Employer has terminated the employment of any regular Employee, or has otherwise reduced its work force with the intention of filling the vacancy so created by utilizing an assigned Employee. No assigned Employee can be presently on a layoff status subject to recall by the Worksite Employer or other similar status with the Worksite Employer.
- D. **SECTARIAN ACTIVITIES:** The Worksite Employer assures that assigned Employees will not be employed in building, operating, or maintaining any part of any building, which is used for religious instruction or worship.
- E. **COLLECTIVE BARGAINING AND UNION ACTIVITIES:** The Worksite Employer assures that this Agreement will not impair existing contracts for services or collective bargaining agreement between the Worksite Employer and other parties, nor will this Agreement assist, promote, or deter union organization.
- F. **LOBBYING AND POLITICAL ACTIVITIES:** The Worksite Employer assures that this Agreement will not assist with political or lobbying activities or the cost of any salaries or expenses related to any activity designed to influence legislation or appropriation pending before the Congress of the United States.
- G. **CLAIMS AND GRIEVANCES:** The Worksite Employer will immediately advise BW in writing of any actions, suits, claims or grievances filed against the Worksite Employer, BW, the State of Florida, Federal officials or participating Employees that in any way relates to this Agreement.

In witness thereof, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized to bind their party into a contractual agreement

**Worksite Employer:**

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Signature

Date

[Name Title]

Address

Address

**Brevard Workforce Development Board, Inc:**

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Signature

Date

Marci Brilley, Vice President of Operations

297 Barnes Blvd.

Rockledge, FL 32955