

WORK EXPERIENCE AGREEMENT

between

CITY OF PALM BAY

and

(Worksite Employer)

[Empty rectangular box]

This Agreement is entered between the City of Palm Bay hereinafter referred to as COPB and

(Worksite Employer)

[Empty rectangular box]

hereinafter referred to as Worksite Employer for the purpose of providing quality job training work experience to youth in the Juniors to Jobs program.

I. Period of Performance

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 June 18, 2018 and conclude no later than July 20, 2018.

II WORK DESCRIPTION

- A. **COPB:** COPB will serve as the Administrative Entity to provide the overall guidance for this program. *Only participants determined eligible and referred by COPB to the Employer of Record can be considered for hire under Juniors to Jobs (J2J).*
- B. **Employer of Record** (AUE Staffing, Inc.): AUE Staffing, Inc., under a separate agreement with COPB, as Employer of Record will employ the youth. 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.
- C. **Employee:** The youth temporarily employed by AUE Staffing, Inc. under the J2J program. A participant served under this Agreement will be referred to as an "Employee." A Job Description will be written for each Employee served under 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).

III. The Worksite Employer agrees to:

- A. Complete and return a Job Order Form provided by the City of Palm Bay at the time of the signing of this contract.
 - 1. All Job Descriptions are subject to review and approval by the City of Palm Bay.
- B. Not start the Employee at work until they have been assigned by the City of Palm Bay.
- C. Pay a specified Sponsorship fee per J2J Employee payable to the City of Palm Bay on or before May 4, 2018.
 - 1. The sponsorship includes 1 week of Work Readiness Training and 5 weeks/25 hours per week of employment at the Worksite Employer establishment.
 - 2. All J2J Employees will have successfully completed the Work Readiness Training prior to reporting to the Worksite Employer.
 - 3. In the event a J2J employee fails to complete the 5 week sponsored employment, the employer will be reimbursed a prorated share of the sponsorship as follows:
 - i. Partial weeks of employment will not be reimbursed (e.g. the J2J Employee works 25 hours the 1st week and only works 10 hours the 2nd week and terminates. The Worksite Employer will be reimbursed for weeks 3, 4 and 5.)
- D. Provide a work schedule of 25 hours per week per J2J Employee for a period of 5 weeks.
 - 1. It is the Worksite Employer's responsibility to ensure the J2J Employee works 25 hours per week. Partial weeks of employment will not be reimbursed to the Work Site Employer.
 - 2. There are no paid holidays or sick days allocated during the 5 week work experience. If the Worksite Employer normally has July 4th off (or any other day) as a holiday, or the employee reports being sick, the employer may allow the employee to accrue their 25 hours a week in the allotted work days left in the week.
 - 3. J2J Employees may not work more than 8 hours per day and not work more than 25 hours per week.
- E. Not discriminate against any Employee because of race, color, religion, sex, age, handicap, marital status, military veteran status, or national origin.
- F. 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. Worksite Employer agrees that by signing the timesheet, they guarantee that no misrepresentation of actual time worked has occurred.
- G. Provide the same working conditions accorded to other employees presently in the Worksite Employer's workforce.

- H. Mentor the youth for a minimum of one hour a week. Mentoring time is included on the Employee's timesheet as hours worked. Mentoring can include but is not limited to the following:
 - 1. Coaching on soft skills (adaptability, work ethic, integrity, dependability, communications, dress code, etc.)
 - 2. Career pathways for employer's industry and steps to achieve successful entry and growth in industry field.
 - 3. Employer benefits and financial decisions that need to be made when managing a paycheck.
- I. Operate their worksite in accordance with the provisions, conditions and specifications as follows:
 - 1. To provide adequate supervision at the work site(s) of the assigned Employees.
 - 2. To inform the Employer of Record 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.
 - 3. In accordance with customary, reasonable, and prudent industry standards of care, 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.).
 - 4. To ensure safe and sanitary working conditions.
 - 5. To file injury reports when applicable and immediately advise AUE Staffing, Inc.
 - 6. To maintain the confidentiality of any and all information regarding Employee or their immediate families that by law are not subject to public disclosure under Article 1, Section 24 of the Florida Constitution and section 119.07, F.S. pursuant to Florida Statutes: 443.171; 443.1715; 445.010(2); 414.295; and in accordance with 29 CFR Part 71; 20 CFR 617.57 (b); and 45 CFR 205.50.
- J. Provide feedback on the Juniors to Jobs program to the City of Palm Bay, to include but not limited to the successes, best practices, lessons learned via surveys, verbal and written communication, if requested.

IV. TERMINATION

- A. This Agreement may be terminated at will and without cause by either party with no less than fifteen (15) days written notice to the other party.
- B. This Agreement may be terminated immediately by the City of Palm Bay with written notice to the Worksite Employer for breach of any term or condition contained within this Agreement. This written notice shall be sent either via certified mail, return receipt requested or electronically via email, with delivery receipt tracking in accordance with Paragraph V. Notices.

V. 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:

COPB: Jennifer Marrero
 Human Resources Assistant
 120 Malabar Rd SE
 Palm Bay, Florida 32907
 (321) 952-3421 ext. 3203
 Email: Jennifer.Marrero@palmbayflorida.org

VI. 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:

Signature

Date

[Signatory Name/Title]

Address

City of Palm Bay:

Signature

Date

Gregg Lynk, City Manager
 120 Malabar Rd SE
 Palm Bay, FL 32907