



Job Order Number: \_\_\_\_\_

## Worksite Agreement<sup>1</sup> PY2019-2020

Polk County Workforce Development Board, Inc. dba CareerSource Polk, as the Regional Workforce Development Board and \_\_\_\_\_ (Company Name)

a  public,  non-profit or  for profit organization whose address is \_\_\_\_\_ (Company Address) hereinafter referred to as the Company, agree to the following terms of this Agreement.

### 1. Program Overview

CareerSource Polk (CSP) has launched our **OPERATION RECOVERY 2020** initiative to provide assistance to both dislocated workers and employers in the Polk county community who have experienced a financial set back due to the economic effects of the Coronavirus (COVID-19) pandemic.

This initiative is intended to address the need of Polk county businesses by assuming the cost of hiring or rehiring employees who were laid off as a result of the Coronavirus (COVID-19) pandemic. It is also intended to temporarily expand capacity to serve dislocated workers and meet the increased demand for employment and training services, with a purpose to reemploy laid off workers and enhance their employability and earnings.

### 2. Period of Agreement

This worksite agreement shall begin from the date of signatures of both parties and shall continue for a period of one (1) year, after which time a new agreement shall be executed. No participant shall begin work until this Agreement is fully executed by both the Company and CAREERSOURCE POLK.

### 3. Duration of Recovery

Participants may work up to **40 hours/week**, for a maximum of **12 weeks** or until this

Agreement's end date, whichever occurs first and based upon funding availability.

### 4. Responsibilities of Company

The following are responsibilities of the Company. The Company accepts and agrees that it shall:

- A. Make available suitable job(s) at its worksite(s) and in the respective occupation(s) as described in the job description(s) attached and hereby made a part of this agreement, for those eligible CAREERSOURCE POLK participants who are selected and referred to the Company by CAREERSOURCE POLK.
- B. Notify CAREERSOURCE POLK immediately if any participant referred by CAREERSOURCE POLK would be directly supervised by a member of that person's immediate family.
- C. Assign **real and meaningful work to participants during the entire time they are at the worksite** in accordance with the approved job description(s). Duties other than those in the attached approved job description(s) must be pre-determined and mutually agreed upon by the Company and CAREERSOURCE POLK.
- D. **Perform any drug/background screening if needed.**

<sup>1</sup> The Operations Recovery program is fully supported by the U.S. Department of Labor as part of an award of \$5,248,160.

- E. **Direct and supervise participants' work activities and training in accordance with their job description(s).**
- F. Assure that it will have supervisory personnel who will act as worksite supervisors for each of the Company's worksites to provide for continuous on-site supervision and training of participants.
- G. Ensure worksite supervisory personnel including any alternate staff directly responsible for the supervision of participants are trained on the Company's responsibilities and obligations under this Agreement.
- H. Notify CAREERSOURCE POLK immediately of any temporary and/or ongoing changes in the designation of personnel who will be supervising the participant(s).
- I. Be accountable as well as provide CAREERSOURCE POLK participant's timesheets, including proper completion and approval of timesheets by each participant, if all the prior requirements are met, and submitting these timesheets in a timely manner in accordance with CAREERSOURCE POLK payroll procedures.
- J. Require participants' conformance with the Company's Personnel Rules of Conduct such as dress code, parking, etc.
- K. Ensure that all sites where participants will be assigned are sanitary and safe environments in accordance with health and safety standards established by State and Federal law.
- L. Ensure that all required safety supplies and equipment are used in the proper manner for the intended use and in accordance with the **CDC safety guidelines** and applicable laws.
- M. Conform to normal routines and functions befitting a reasonable business establishment including, but not limited to, appropriate supervision on the premises at all times, displaying positive work habits, maintaining safe working conditions, and appropriate attire.
- N. Inform CAREERSOURCE POLK **immediately** should an accident or injury occur at the worksite affecting or involving a participant and require the participant to complete a First Report of Injury form.
- O. Notify CAREERSOURCE POLK by telephone of any problem or concern regarding a participant's performance at a worksite as soon as possible, but at least within 24 clock hours of when the problem is identified.
- P. Avoid discrimination against any participant or potential participant because of race, color, religion, sex, national origin, age, disability, political affiliation or belief, creed or marital status.
- Q. Ensure that participants receive fair and impartial treatment and that participants shall not be subjected to harassment of any type or form.
- R. Ensure that the following general working conditions are complied with:
  1. there shall be no displacement or partial displacement (reduction of hours worked, wages or employment benefits) of currently employed workers nor replacement of laid-off workers by the work experience participant(s);
  2. there shall be no infringement of promotional opportunities for regular employees; and
  3. participants shall receive comparable working conditions and non-payroll benefits such as rest breaks, lunch, etc. as other current employees;
- S. Ensure that participants will not be employed for theological instruction in a place of worship.

- T. Ensure that this agreement will not impair existing contracts for services or a collective bargaining agreement between the Company and other parties, nor will this agreement assist, promote or deter union organization.
  - U. Ensure that a work experience participant under this agreement will not assist with political or lobbying activities or any activity designed to influence legislation or appropriation pending before the Congress of the United States.
  - V. Not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the prior written approval of CAREERSOURCE POLK.
  - W. Implement administrative controls to ensure that costs for wages and other costs that CAREERSOURCE POLK is responsible for paying are not being paid by other federal, state, or local programs to eliminate the possibility of a duplication of funding.
  - X. Maintain all records and files pertaining to the operation of this Agreement and any amendment hereto for three (3) years following expiration of this Agreement. Records and files shall include, but not be limited to, time and attendance, supervisor assignments, this Agreement, etc.
  - Y. Monitor to ensure that all participants at all worksites are only performing work activities as identified in the job description attached hereto and that the Company is complying with this Agreement. The Company shall notify CAREERSOURCE POLK of any changes to the required work hours, job description, and/or if the work has been completed and the job needs to end.
  - Z. Immediately advise CAREERSOURCE POLK in writing of any actions, suits, claims or grievances filed against the Company, CAREERSOURCE POLK, State of Florida, federal officials or participants that in any way relates to this Agreement.
- AA. Allow CAREERSOURCE POLK, the Governor of the State of Florida, or any of its agents and/or subcontractors, and the US Department of Labor (DOL) access to the Company's worksite(s) at all reasonable hours for such purposes as monitoring the program, counseling the participants, etc.
  - BB. Adhere to all applicable employment laws.
  - CC. Maintain the confidentiality of any information regarding participants or their immediate families that may be obtained from forms, discussions or other sources. Without permission of the participant, such information shall be divulged only as necessary for purposes related to the performance of this Agreement.
  - DD. Consider all work experience participants for any unsubsidized job openings, which may occur with the Company, if participants meet the necessary qualifications for the openings.
  - EE. **Complete and submit a customer satisfaction survey by the end of the hosting period.**
5. **Responsibilities of CAREERSOURCE POLK**
- CAREERSOURCE POLK, accepts and agrees that it shall:
- A. Recruit, select and refer participant(s) eligible for this work experience program to the Company.
  - B. **Pay the participant's wage in accordance with the agreed upon hourly wage rate.** Each participant will work a maximum of **40 hours per week** for the duration of the work experience.
  - C. Assist the worksite supervisor in resolving any problems concerning the participants' performance on the job.
  - D. Hear all grievances concerning program participant's performance at the

worksite in accordance with CAREERSOURCE POLK's participant grievance procedures.

- E. Provide counseling and supportive services to participants as the need is identified and budget allows.
- F. Be responsible for processing participant's payroll and issue payments dependent on Company's timely submission of properly completed and signed timesheets.
- G. CAREERSOURCE POLK or its designee shall be responsible for employing the participants, paying participants for all actual hours worked. **Note, no fringe benefits pay is provided to these temporary workers.**
- H. Monitor the activities under this Agreement at the worksite(s) at reasonable hours and as frequently as the authorized representatives of CAREERSOURCE POLK may deem necessary in order to assure the work experience is constructive for the participant and that all provisions of this Agreement are being carried out. Require corrective action within specified times or remove participants from worksites without prior notice other than a written notification to be delivered to the Company at the time of the removal. This action may be taken when CAREERSOURCE POLK, the Governor of the State of Florida, or the Department of Labor (USDOL) finds serious or continual violations of rules or laws, where violations are not being remedied, or where CAREERSOURCE POLK, the Governor of the State of Florida or USDOL find noncompliance on any of the terms or conditions under this Agreement.
- I. Furnish the Company with copies of all procedures, forms, etc. which it deems necessary for the proper conduct by the Company.

## 6. Hold Harmless

Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

In agreeing to provide direction, training and supervision of the participant, the Company understands that this does not make CAREERSOURCE POLK or its designee liable to the Company or any third party due to any future act or failure to act by any participant on or off the job.

## 7. Changes to the Agreement

This agreement may be modified or amended as necessary by the issuance of a written modification, signed and dated by both parties.

## 8. Termination

This Agreement may be terminated as follows:

- A. CAREERSOURCE POLK or the Company may terminate the Agreement for convenience upon thirty (30) calendar day prior written notice to the other party.
- B. CAREERSOURCE POLK may terminate this Agreement in whole or in part at any time that the CAREERSOURCE POLK Vice President of Operations, in his/her sole judgment, determines that:
  - 1. the Company has failed to comply with any of the provisions contained in this Agreement or any modification hereto;
  - 2. the Company fails to perform in whole or in part under this Agreement or fails to take corrective action after receiving oral or written

requests to do so within an appropriate time period as may be stipulated by CAREERSOURCE POLK; or

3. The United States Department of Labor or State of Florida fails to provide adequate funds, reduces, eliminates or otherwise terminates the program under which this Agreement is written.

### **9. Notice**

Other than as provided herein, notice shall be required to be given to CAREERSOURCE POLK under this Agreement, and shall be sufficient when hand delivered or mailed to CAREERSOURCE POLK at its office at 600 North Broadway, Ste. B, Bartow FL 33830, Attn: Vice President of Operations. All notices required to be given to the Company under this Agreement shall be sufficient when hand delivered or mailed to the Company at its office located at the address identified in paragraph one, page one of this Agreement.

### **10. Controlling Laws**

This agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

IN WITNESS THEREOF, the parties hereto having been duly authorized and representing that they have the power and authority to execute this Agreement and perform the responsibilities specified herein have made and executed this Agreement.

**COMPANY:**

**Polk County Workforce Development Board, Inc. dba CAREERSOURCE POLK**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Luz M. Heredia

\_\_\_\_\_  
Typed Title

\_\_\_\_\_  
Vice President of Operations

\_\_\_\_\_  
/ /  
Date

\_\_\_\_\_  
/ /  
Date

\_\_\_\_\_  
Federal ID #

\_\_\_\_\_  
93.558 / 17.258, 17.278 & CARES  
CFDA #

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Phone number

\_\_\_\_\_  
Fax number

\_\_\_\_\_  
Email address

## WORKSITE INFORMATION

Identify the worksite name and address where the participant would be located (if multiple locations, please include all. Attach additional sheet if necessary):

**Company Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

|  |                                 |                                |
|--|---------------------------------|--------------------------------|
| What type of equipment, tools and/or machinery, if any, will the participant(s) be using?<br>_____   |                                 |                                |
| Do you have sufficient equipment and/or supplies for the participant(s) to perform the assigned duties?  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| Is the proposed worksite location wheelchair accessible?   | <input type="checkbox"/>        | <input type="checkbox"/>       |
| Will the participant(s) be involved in outdoor activities?   | <input type="checkbox"/>        | <input type="checkbox"/>       |
| If yes, do you have an alternate plan for inclement weather?   | <input type="checkbox"/>        | <input type="checkbox"/>       |
| If yes, please describe the plan(s): _____   |                                 |                                |
| Will the participant be performing activities around any hazardous materials?  | <input type="checkbox"/>        | <input type="checkbox"/>       |
| <b>Will the participant be provided any protective equipment, gloves, facial mask in order to perform the job at optimal capacity? If yes, please explain:</b> _____ | <input type="checkbox"/>        | <input type="checkbox"/>       |
| Will the participant be required to obtain additional screenings prior to the first day of work? If yes, please explain: _____                                       | <input type="checkbox"/>        | <input type="checkbox"/>       |
| Will your worksite be closed for any holidays? If so, which days: _____  | <input type="checkbox"/>        | <input type="checkbox"/>       |

\_\_\_\_\_  
Name of Supervisor Title

\_\_\_\_\_  
Phone Cell Email

Will the Supervisor be on vacation between during the time you are hosting participant(s)?  
 Yes  No If yes, from: \_\_\_ / \_\_\_ / \_\_\_ to \_\_\_ / \_\_\_ / \_\_\_

Name of alternative staff member(s) responsible for supervising the participant(s).

| Name / Title | Phone # / email address |
|--------------|-------------------------|
|              |                         |
|              |                         |

**JOB INFORMATION – Complete this form for each position you are requesting.**

Your Company will be referred adult participants. Placement will be consistent with each participant’s capabilities and interests.

**Note: All job duties performed by participants must be in accordance with applicable employment laws. We cannot guarantee that the participants will be placed at all worksites that applies for the program.**

Company Name: \_\_\_\_\_

Job Title: \_\_\_\_\_ Number of Job Openings: \_\_\_\_\_

**Job Description: Identify minimum requirements for the position. Please attach job description and wages for the position:** \_\_\_\_\_

Preferred Qualifications and/or Special Requirements: \_\_\_\_\_

|  |                                     |                                       |
|--|-------------------------------------|---------------------------------------|
| <b>Will the job be considered in any of these related fields :</b> | <input type="checkbox"/> Sanitation | <input type="checkbox"/> Humanitarian |
|--|-------------------------------------|---------------------------------------|

**JOB SKILLS**

From the list below, select the skills that will be acquired during the Work Experience Program. **Check all that apply:**

|                       |  |   |
|-----------------------|--|---|
| Work Maturity Skills: | <input type="checkbox"/> Initiative to learn new things<br><input type="checkbox"/> Dress Professionally                                     | <input type="checkbox"/> Work Independently<br><input type="checkbox"/> Other: _____                                |
| Personal Skills:      | <input type="checkbox"/> Effective Communication<br><input type="checkbox"/> Time Management<br><input type="checkbox"/> Exercise Leadership | <input type="checkbox"/> Teamwork<br><input type="checkbox"/> Facilitate / Train<br><input type="checkbox"/> Other: |
| Work-Related Skills:  | <input type="checkbox"/> Use of work-related equipment<br><input type="checkbox"/> Office Procedures   | <input type="checkbox"/> Use of computers/ internet<br><input type="checkbox"/> Customer Service                    |

**SCHEDULE**

Participants may work up to **40 hours per week**. Indicate below, the time and days you want the participant(s) on the job. Participants are **NOT** paid for lunch breaks.

|                              | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|------------------------------|--------|---------|-----------|----------|--------|----------|--------|
| <b>Start time:</b>           |        |         |           |          |        |          |        |
| <b>End time:</b>             |        |         |           |          |        |          |        |
| <b>Total Hours Per Week:</b> |        |         |           |          |        |          |        |