



CareerSource North Central Florida STEM Ready Program Worksite Agreement

The Alachua/Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida (“CSNCFL”), and _____ (the “Worksite”), whose address is _____ agree to the following terms of this “Agreement”. CSNCFL and Worksite each are sometimes referred to in this Agreement as a “Party” and together are sometimes referred to in this Agreement as the “Parties”.

1. Program Overview

The STEM Ready Program, which is funded by a United States Department of Labor H1-B Ready to Work Partnership Grant (Agreement #: HG-26654-15-60-A-12; CFDA #: 17.268), awarded to CSNCFL (the “Program”), provides funding for paid internships to STEM Ready eligible participants. Paid internships introduce participants to career-appropriate activities with the rigors, demands, rewards, and sanctions associated with performing and keeping a job. Under Worksite’s guidance and supervision, Worksite agrees to provide participants with meaningful work-based training and internship opportunities through ongoing supervision of a paid internship(s). **CSNCFL and Worksite agree that Worksite is wholly independent of CSNCFL that no employer-employee relationship is created or exists between Worksite and CSNCFL, or between Worksite and the participant while the participant serves as a paid intern at Worksite during the Program.** A participant in an adult internship administered under Chapter 445, F.S., shall be deemed an employee of the State of Florida for purposes of workers’ compensation coverage. In determining the average weekly wage, all remuneration received from CSNCFL shall be considered a gratuity, and the participant shall not be entitled to any benefits from CSNCFL or the State of Florida otherwise payable under F.S. 440.15, regardless of whether the participant may be receiving wages and remuneration from other employment with another employer and regardless of his or her future wage-earning capacity.

2. Period of Agreement

This Agreement shall begin on _____ and end on _____. No participant shall begin their internship at Worksite until this Agreement is signed by Worksite and CSNCFL.

3. Internship Period and Limitations

Participants may receive work-based training for a maximum of **40 hours/week** and **no more than 480 total** hours at Worksite during their entire time in this Program. Any hours worked over the maximum 40 hours/week or beyond the total 480 hours will be considered volunteer time and will not be paid.

4. Responsibilities of Worksite

The following are responsibilities of Worksite. Worksite agrees that for those Program eligible participants who are selected and referred to Worksite by CSNCFL, Worksite shall:

- A. Complete the Position Description Form provided to Worksite by CSNCFL for each approved position. When the completed Position Description Form is accepted by CSNCFL, it shall become a part of this Agreement.
- B. Interview and accept program participants as potential paid interns.
- C. Notify CSNCFL immediately if any participant referred by CSNCFL would be directly supervised by a member of the participant’s immediate family.
- D. Assign worthwhile and meaningful work-based training to participants during the entire time the participants are at the work site in accordance with the approved position/training description(s) that prepares the participant to be successful in the position. Duties other than those in the approved position/training description(s) submitted to and approved by CSNCFL must be previously agreed upon by Worksite and CSNCFL.
- E. Provide on-site supervision and training of participants. A Worksite supervisor is assigned by Worksite to supervise and oversee each participant, and all acts or omissions of the supervisor are exclusively those of Worksite. One (1) supervisor may only provide direct supervision for up to ten (10) STEM Ready interns at any given time. STEM Ready interns cannot supervise other current STEM Ready interns.
 - o Supervision consists of:

- Providing direct supervision of participant(s) and ongoing performance feedback;
 - Demonstrating the required knowledge, skills and abilities to progress the interns through the training plan as outlined in the position description(s);
 - Ensuring training plan is progressing as outlined;
 - Verifying time worked by participant(s) on approved timesheets and submitted according to procedures;
- F. Ensure their work site supervisory personnel are aware of and able to meet Worksite's responsibilities and obligations under this Agreement.
- G. Notify CSNCFL immediately of any changes in Worksite's personnel who will be supervising the participant(s).
- H. Be accountable for maintaining each participant's time sheet, supervising the proper completion of time sheets by each participant, approving participant time sheets, submitting the timesheets to CSNCFL on a bi-weekly basis through a STEM Ready employer portal.
- I. Require participant's to observe Worksite's personnel policies such as dress code, attendance, timeliness, performance, safety, conduct, parking, work site behavior, etc.
- J. Ensure that participant work sites are sanitary and safe environments in accordance with applicable health and safety laws, rules, and standards established by Federal, State, and local governments and applicable to Worksite's business.
- K. Ensure that the participant receives all required safety supplies and equipment, receives training in the use of the supplies and equipment, and that these supplies and equipment are used in the proper manner for the intended use and in accordance with all laws, including child labor laws where applicable.
- L. Inform CSNCFL immediately should an accident or injury occur affecting or involving a participant. CSNCFL will require that Worksite require the injured participant to complete a Florida Department of Financial Services, Division of Workers Compensation First Report of Injury or Illness form as soon as the participant is able to do so.
- M. Promptly inform the STEM Ready Program Manager via the Employer Portal of any problem or concern regarding a participant's performance or other relevant matters at a work site as soon as possible, but at least within 24 clock hours of when the problem or concern is identified. If the Portal is not accessible for any reason, email STEMReady@CareerSourceNCFL.com.
- N. Not discriminate against any prospective participant or assigned participant because of race, color, religion, sex, national origin, age, disability, political affiliation or belief, creed or marital status.
- O. Ensure that participants receive fair and impartial treatment and that participants shall not be subjected to harassment of any type or form.
- P. 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 intern(s);
 - 2) The use of participants will not infringe on the promotional opportunities for Worksite employees; and
 - 3) Participants shall have comparable working conditions and receive non-payroll benefits such as rest breaks, lunch, etc. as other current employees doing the same or similar activities as the participant.
- Q. Ensure that this Agreement will not affect existing contracts for services or a collective bargaining agreement between Worksite and other parties, nor will this Agreement assist, promote or deter union organization.
- R. Ensure that a work experience participant 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 or the State of Florida.
- S. Not subcontract, assign or transfer any rights or responsibilities under this Agreement or any portion thereof without the prior written approval of CSNCFL.
- T. Worksite shall notify CSNCFL of any changes to the required work hours, or if the work experience has come to an end.
- U. Immediately notify CSNCFL in writing of any actions, suits, claims or grievances filed against Worksite, CSNCFL, The State of Florida, federal officials or participants that in any way relates to this Agreement.
- V. Allow CSNCFL, the Governor of the State of Florida, or any of its agents and/or subcontractors, and the U.S. Department of Labor (USDOL) access to Worksite's work site(s) at all reasonable hours for such purposes as monitoring the program, communicating with participants if needed, etc.
- W. Adhere to all employment and applicable labor laws.
- X. Maintain the confidentiality of any information regarding participants or their immediate families that may be obtained from forms, discussions or other sources. Such information shall be divulged only as necessary for purposes related to the performance of this Agreement.
- Y. Consider all internship participants for any unsubsidized job openings that may occur with Worksite, if participants apply for and meet the necessary qualifications for a specific job opening.
- Z. Promptly inform the STEM Ready Program Manager via the Employer Portal of any problem or concern relating to programming and worksite documents. If the Portal is not accessible for any reason, email stemready.worksites@careersourcencfl.com

5. Responsibilities of CSNCFL

CSNCFL, and its contracted service provider(s) agree that they shall:

- A. Recruit, and refer participant(s) eligible for the internship program to Worksite.
- B. Assist Worksite’s work site supervisor in resolving any problems regarding the participant’s performance at the work site.
- C. Respond to all grievances concerning the participant in accordance with CSNCFL’s Grievance and Complaint Policy, which is available via this link:
http://www.careersourcencfl.com/images/board/policies/grievance_and_complaint.03.07.pdf
- D. Provide case management and supportive services to participants as the need is identified and CSNCFL’s budget allows.
- E. Be responsible for distributing participant paychecks dependent on Worksite's timely submission of properly completed and signed timesheets.
- F. Compensate each participant at or above the State of Florida minimum wage rate for all actual hours spent in the internship. Participants shall only be paid for actual hours actively engaged in the internship activity.
- G. Monitor the activities under this Agreement at the work site(s) at reasonable hours and as frequently as CSNCFL may deem necessary to assure the participant’s internship is constructive and that all provisions of this Agreement are being adhered to.
- H. Require corrective action within specified time periods by Worksite or remove participants from work sites without prior notice other than a written notification to Worksite at the time of the participant’s removal. This action may be taken when CSNCFL, the Governor, or authorized agencies of the State of Florida or the USDOL find, at their sole discretion, that serious or continued violations of rules or laws, where violations are not being remedied, or where CSNCFL, the Governor, or authorized agencies of the State of Florida or USDOL find noncompliance to any of the terms or conditions of this Agreement.
- I. Furnish Worksite with Program materials that contains all relevant instructions, forms, etc. that CSNCFL deems necessary.

6. Hold Harmless

Nothing contained in this Agreement shall constitute a waiver by CSNCFL of its sovereign immunity, or the provisions of 768.28, Florida Statutes or the limits of liability therein. Without CSNCFL waiving its sovereign immunity and to the extent applicable and allowed by law, the Parties shall indemnify and hold each other harmless, including their respective officers, officials, directors, members, agents, contracted service providers, 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 that Party’s officers, officials, directors, members, agents, contracted service providers, and employees connected with the activities described in this Agreement.

Each Party shall immediately notify the other in writing of any action or suits filed and of any claims made against the that Party and/or its officers, officials, contracted service providers, agents, employees, Worksite, or any of the parties involved in the implementation, administration, and operation of the programs described in this Agreement or any of the parties designated in this Agreement.

In agreeing to provide direction, training, and supervision of the participant, Worksite understands that this does not make CSNCFL or any of its designees liable to Worksite or any third party by reason of any future act or failure to act by any intern on or off the job.

7. Changes to the Agreement

To be effective, any changes to this Agreement shall be in writing, signed, and dated by the Parties.

8. Termination

This Agreement may be terminated:

- A. By CSNCFL or Worksite for convenience upon fifteen (15) days prior written notice to the other Party, or
- B. Instantly by CSNCFL if during the term of this Agreement, the U.S. Government, its agencies or subdivisions cancels, fails to fund or otherwise terminates or negates the grant that enables this Agreement. In the event of instant termination, CSNCFL will notify Worksite by any reasonable method of prompt and verified written notification.

9. Notices

Unless some other method is expressly provided for elsewhere herein, all notices under this Agreement shall be given in writing and delivered by certified mail/return receipt requested, with postage prepaid or by a reputable overnight courier service or by personal delivery with signed proof of receipt or by email to the email addresses of the Parties specified in this

Section 9, when the recipient, by an email sent to the email address of the sender stated in this Section 9 or by a notice delivered by another method in accordance with this Section 9, acknowledges having received that email. Notices shall be deemed given upon mailing or upon deposit with a reputable overnight carrier, or upon personal delivery. Either Party may change the address to which notices are required to be sent by giving notice of such change in the manner herein prescribed to the other Party. All notices shall be deemed to have been received on the third (3rd) working day after being mailed in accordance with this paragraph, or one (1) working day after being sent by overnight courier, or upon personal delivery, or via email, except that any notice of a change of address shall be effective only upon actual receipt. For purposes of this Agreement, a “working day” or “business day” means any day of the year except a Saturday, Sunday, or Alachua County, Florida holidays on which the Alachua County, Florida administrative offices are closed. Notices shall be sent to:

As to CSNCFL:

Ms. Anne Rathbun Favre, Executive Director
 Alachua Bradford Local Workforce Development Board
 P.O. Box 13531
 Gainesville, FL 32604
 Telephone Number: 352.262.3688
 Facsimile Number: 352.872.5908
 Email: afavre@fmsworks.com

As to Worksite:

 Telephone Number: _____
 Facsimile Number: _____
 Email: _____

10. Governing Law, Jurisdiction, and Attorneys’ Fees

The Parties agree that Alachua County, Florida, shall be the venue of any legal action between the Parties, and that this Agreement shall be read, interpreted, and construed in accordance with the laws of the State of Florida. In the event of any litigation arising under this Agreement, whether to enforce or construe it or otherwise, the prevailing Party shall be entitled to reasonable attorneys’ fees (which may include the allocable cost of in-house counsel) and costs incurred by it in prosecuting or defending such action, including any appeal, in addition to any other relief to which it may be entitled, which shall be included as a part of any judgment rendered in such action.

The Parties agree that any remedy at law for the breach of any provision of this Agreement may be inadequate and that the complaining Party will be entitled to seek injunctive relief without bond, in addition to any other rights or remedies which the complaining Party may have for such breach.

11. Mediation

In the event of any dispute between the Parties arising out of or in any way related to this Agreement or its performance, prior to either Party filing suit or seeking any adjudicatory remedy other than emergency injunctive relief, the Parties agree to attempt to resolve their differences through mediation. A Florida Supreme Court Certified Circuit Civil Mediator affiliated with The Resolution Center in Gainesville, Florida shall conduct the mediation. If The Resolution Center is not available or no longer operating in Alachua County, Florida, the mediation shall be conducted by a mutually agreeable Florida Supreme Court Certified Circuit Civil Mediator and will occur in Alachua County, Florida. If either Party refuses to mediate, the other Party may file a petition with a court of competent jurisdiction to specifically enforce this covenant. The Parties shall equally share the expenses of such mediation.

12. Cumulative Rights and Remedies

All rights and remedies accruing to the Parties under this Agreement are cumulative. The Parties may pursue these rights in any order that the Parties desire and that the law permits, without being compelled to resort to any one remedy before another, and without waiving its right to seek any other remedy available to it. This paragraph does not supersede the obligations to conduct a pre-suit mediation as required by paragraph 11 of this Agreement.

13. Force Majeure

The Parties shall not be liable for any costs or damages resulting from its inability to perform any of its obligations under this Agreement due to a natural disaster, or other similar event outside the control and not the fault of the affected Party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of this Agreement. The Party so affected shall immediately give notice to the other Parties of the Force Majeure Event. Upon such notice, all obligations of the affected Party under this Agreement that are reasonably related to the Force Majeure Event shall be suspended, and the affected Party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted Party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this Agreement.

14. Debarment

Worksite represents and warrants to CSNCFL that Worksite, its owners, officers, directors, employees, and agents are not currently nor previously within a three-year period preceding the effective date of this Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. This representation and warranty shall be an ongoing during the term of this Agreement and Worksite shall immediately notify CSNCFL of any change in the status of this representation and warranty. Any breach of this provision shall give CSNCFL the right to terminate this Agreement for cause as of the date of breach or subsequently in its sole discretion.

15. Entire Agreement

The application previously signed and submitted by Worksite to and approved by CSNCFL is made a part of this Agreement. In the event of a conflict between this Agreement and the application, this Agreement will control. Worksite attests that all information provided in the application to the Program, and other documents used to evaluate Worksite’s application are true and correct to the best knowledge of Worksite at the time of submission and at the beginning date of this Agreement. This Agreement and any documents incorporated herein by reference constitute the entire Agreement between the Parties hereto. No representation, modification or amendment hereto, whether oral or written, shall be effective unless it is in writing and signed by the Parties.

16. Counterparts to this Agreement

As between Worksite and CSNCFL, this Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original but both of which shall constitute one and the same instrument. This Agreement may be executed by facsimile or scanned original signature, and each such facsimile signature or scanned original signature shall be deemed to be an original. If this Agreement has been executed by one Party, it shall only be open for acceptance and execution by the other Party for ten (10) calendar days following the date of the signature of the first Party. CSNCFL’s Administrative Entity will furnish Worksite with one of the two (2) fully executed and original counterparts.

17. Public Records, Discussion, and Public Records Request

Worksite acknowledges that CSNCFL is subject to Chapter 119 (Public Records) and Chapter 286 (Public Meetings) of the Florida Statutes and Section 24, Article I (access to public records and public meetings) of the Florida constitution. Consequently this Agreement, all related materials, and the Parties performance under this Agreement are subject to public disclosure and discussion. Neither CSNCFL, nor any of its members, officials, officers, appointees, directors, agents, contractors, subcontractors, nor its Administrative Entity shall be liable to Worksite for the content of any such public discussion.

If Worksite receives a public records request that pertains to the subject matter of this Agreement, Worksite shall:

- A. Immediately notify CSNCFL of the public records request; and
- B. Within three (3) business days, give CSNCFL all non-confidential/non-proprietary information in response to the public records request.

Worksite shall transfer all public records that pertain to the subject matter of this Agreement to CSNCFL upon the termination or expiration of this Agreement.

IN WITNESS THEREOF, the Parties have executed this Agreement on the date(s) shown below and submit that they have the respective legal authority to commit their Party to this Agreement.

Worksite:

The Alachua Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida

Signature / Date

Print Name

Print Title

Federal ID #

Signature / Date

Print Name

Print Title