



Florida ReBuilds Retention Incentive Program
EMPLOYER AGREEMENT

FORM# 1:

Mail to:

**Eileen Rodriguez
Florida ReBuilds Coordinator
WorkNet Pinellas Inc.
13805-58th St. N., Suite 2-140
Clearwater, FL 33760**

In order to promote the hiring, training and employment retention in the Construction Trades Industry in Pinellas County and the surrounding region; the Florida rebuilds Incentive Program has been established under the direction of WorkNet Pinellas, Inc.

THIS AGREEMENT is entered into between WorkNet Pinellas, Inc, herein referred to as “WorkNet”, and _____ hereinafter referred to as the “Employer”.

I. The Employer Agrees:

- a) Upon receipt of authorization from WorkNet, to promote and provide training and retained employment as specified in Section 5, below.
- b) To retain all financial records, including the time and attendance records of – Florida reBuilds participants, and any other documents pertinent to this agreement for a period of three (3) years after termination of this agreement. To allow access to these records during normal business hours for inspection, review, or audit by personnel duly authorized by WorkNet, state and federal personnel.
- c) To return to WorkNet any overpayments due to unearned funds or funds disallowed pursuant to the terms of this agreement disbursed by WorkNet.
- d) To indemnify, defend, and hold WorkNet harmless, to the extent allowed by law, from all claims, suits, judgments, or damages, including court costs and attorneys' fees, arising out of the negligent acts or omissions of the employer in the course of the operation of this agreement. Nothing herein is intended to serve as a waiver of sovereign immunity by any provider to which sovereign immunity may be applicable. Nothing herein shall be construed as consent to be used by third parties in any matter arising out of any agreement.

II. WorkNet Agrees:

- a) To make payments for retained employment and/or training as identified in Section I. WorkNet’s performance and obligation to pay under this agreement are contingent upon availability of State and Federal funds.
- b) To make payment(s) in accordance with the procedures and requirements for payment outlined in the Florida reBuilds Employer Retention Incentive Agreement.
- c) Upon receipt of an invoice (Attachment A) and prior receipt of the Participant and Employer Profile – Florida reBuilds enrollment form, WorkNet shall file the invoice for payment within fifteen (15) days.



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III. The Employer and WorkNet Mutually Agree:

A) Effective Date:

This agreement shall begin on 1/16/2007

This agreement shall end on May 31, 2007

Termination:

1. Termination at Will

This agreement may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail or in person.

2. Termination Because of Lack of Funds

In the event funds to finance this agreement become unavailable, WorkNet may terminate the agreement upon no less than seven (7) days notice in writing to the employer. Said notice shall be delivered by certified mail or in person. WorkNet shall be the final authority as to the availability of funds.

3. Termination for Breach.

Unless the employer's breach is waived by WorkNet in writing, this contract may be terminated by written notice of a breach to the employer, within seventy two (72) hours. Said notice shall be delivered by certified mail or in person. Waiver of breach of any provision of this agreement shall not be construed to be a modification of the terms of the agreement.

4. Notice and Contact:

The name, title, company address, phone number, and e-mail address of the employer representative for this agreement is:

5. Services to be Provided:

Employer services can be to provide internal Jobs Skills Training and retained employment for no less than 8 weeks, but can be up to a 6-month period. An “employer created” certificate must be awarded documenting the Florida reBuilds participant’s completion of the Job Skills training received while on the job.

Employer Retention Incentive:

- **A Participant and Employer Profile – Florida reBuilds** must be completed and submitted to WorkNet to allow WorkNet Pinellas to establish Participant’s eligibility and enrollment into the Florida reBuilds Employer Incentive Program starting the incentive period.
- Employer agrees to hire and retain the Florida reBuilds Participant and provide Jobs Skills training needed to be successful in current job position or job upgrade. Upon completion of 8 weeks of employment and Job Skill training, then the Employer may



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request up to \$1000.00 Retention 1 Incentive by completion of Attachment A, the Incentive Payment Request form and Attachment C Itemized Request for Payment form (optional when requesting multiple Participants).

- Employer agrees to retain Florida reBuilds Participant and provide Job Skills training needed to be successful in current job position or a job upgrade. Upon completion of 2nd 8 weeks of employment and Jobs Skill Training, then the Employer may request the \$1500.00 Retention 2 Incentive by completion of Attachment A, the Incentive Payment Request form and Attachment C Itemized Request for Payment form (optional when requesting multiple Participants). *Note: Ensure "Employer or Training Provider created" Certificate of completion is attached for payment*

6. Identification and Completion of a Job Description when Florida reBuilds Participant is a new hire by the Employer:

- The employer shall identify new hires acquired through Florida reBuilds and complete the Job Description or Attachment B forwarding to Worknet Pinellas via email or fax using fax number of 727-524-4350

7. Special Provisions:

- The employer shall hold applicable state and local licenses and permits for the type of employment and training provided.
- The employer must provide the necessary instruction, supervision and equipment to train the employee.
- The employer shall employ, during the training period, the Florida reBuilds participant as a member of the employer's regular **full-time** workforce. The trainee(s) under this agreement or any amendment hereto is to be provided with the same terms of employment, insurance coverage, working conditions, pay and fringe benefits, accorded to other employees presently in the employer's workforce with like experience.
- It is the intention that the employer will retain the Florida reBuilds participant as a **full-time** employee at the successful conclusion of his/her training period recognizing that the employer maintains complete and full discretion with respect to this hiring decision.
- No funds received under this agreement may be used to promote union organizing or to promote political activities.
- The employer at the rate, including periodic increases, shall compensate the Florida reBuilds participant as other persons employed by the employer in the same or similar jobs with like experience.
- The employer shall notify the contact for WorkNet, in writing, of the termination of a trainee for any reason within five (5) calendar days of the occurrence of the events.
- The trainee shall be paid for overtime hours worked in accordance with federal, state and local laws.
- No officer, employee, agent or representative of the employer has charged or shall charge an individual a fee for the placement or referral of such individual in or to a position for which Employer Incentives are funded under this agreement.



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This agreement and its attachments as referenced, contain all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this 3-page agreement to be executed by their undersigned officials as duly authorized.

Authorized Employer Representative

Authorized WorkNet Representative

Official Title

Official Title

Date: _____

Date: _____

Employer's Federal I.D. Number