



WORK EXPERIENCE AGREEMENT

This agreement entered into between the FIRST COAST WORKFORCE DEVELOPMENT, INC., (FCWD, dba CareerSource Northeast Florida) and The Boeing Company, hereinafter is referred to as the Employer, agree to the following terms of this Agreement.

Work Experience Program Overview:

The objective of the work experience is to provide an individual opportunity to enhance their academic preparation through practical, hands-on experiences that offer the opportunity for professional growth within an organization through the completion of challenging and meaningful work.

Period of Agreement:

This Work Experience Agreement shall begin on 07/01/2017 and end no later than 06/30/2018 for multiple training sessions. There will be no training sessions longer than 12 weeks. 50% of the cost, not to exceed \$5,000.00 will be paid to the employer for each Work Experience slot. No work experience training shall begin until this Agreement is fully executed by both the Employer and FCWD, Inc.

Work Experience Period and Limitations:

Work Experience individuals may work up to 40 hours/work week in reimbursable training. They may not work longer than a total of 480 hours. Note: No payment will be made to the Employer for any hours worked in excess of forty hours per week.

EMPLOYER agrees to:

- Provide work experience slots for which the Employer will develop and implement an individualized training plan for each individual selected to be attached and be incorporated as part of this Agreement.
- Understand these funds are specifically to subsidize the wages or provide incentives for the participants in the Work Experience Program.
- Provide on-site supervision and guidance to learning activity in accordance with the training plan.

- Provide the Work Experience training plan to include shadowing management, participation (attendance) in staff meetings, and placement in several functional areas of organization.
- Provide a safe environment in compliance with all federal and state law and inform FCWD and trainee of known hazardous conditions and unusual circumstances that may create unsafe conditions.
- Provide a meaningful hands-on experience that will provide an opportunity to obtain the soft and hard skills and behavioral competencies to be successful in the job.
- Provide the Employer's Personnel Rules of Conduct such as dress code, parking, etc.
- Complete an Evaluation Form end of Work Experience (3rd or 8th week) and submit to FCWD.
- Submit invoices to FCWD for payment based on individual's pay. Invoices with supporting documentation to include payroll register or pay stub showing the employee's rate of pay, number of hours worked and withheld taxes should be submitted at the end of the program for payment.
- Notify FCWD staff of unsatisfactory performance or misconduct and provide immediate notice if the Employer intends to dismiss the participant.
- Not discriminate against any intern/work experience individual because of race, color, religion, sex, national origin, age, disability, political affiliation or belief, creed or marital status.
- Ensure that the following general working conditions are complied with:
 - a) work experience position(s) shall result in an increase in the Employer's level of employment and in no circumstances shall result in the displacement of current employees or the freezing of the hiring of new employees in anticipation of this Internship;
 - b) 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 in the same or similar occupations by the intern(s);
 - c) there shall be no infringement of promotional opportunities for regular employees; and
 - d) Work experience employees shall receive comparable working conditions and non-payroll benefits such rest breaks, lunch, etc. as other current employees;
- Maintain the confidentiality of any information regarding these individuals or their immediate families which may be obtained from forms, discussions or other sources. Without permission of the individual, such information shall be divulged only as necessary for purposes related to the performance of this Agreement or otherwise required by law.
- Allow FCWD, Inc., 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 Employer's work site(s) at a mutually agreeable time and location subject to Employer safety and confidentiality requirements and only for such purposes as monitoring the program, counseling the intern(s), etc.

FCWD, Inc., agrees to:

- Recruit, select and refer intern(s) eligible for this work experience program to the Employer.
- If requested by the Employer, assist the job site supervisor in resolving any problems concerning the work experience employee's performance on the job.
- Hear all grievances concerning the work experience program employee's performance at the job site in accordance with FCWD's grievance procedures.
- Provide counseling services to work experience employees as the need is identified and budget allows.
- Monitor the activities under this Agreement at the work site(s) at mutually agreed upon times and a location so that FCWD, Inc., may assure the activity is constructive for the intern/work experience(s) and that all provisions of this Agreement are being carried out.
- Furnish the Employer with copies of all procedures, forms, etc. which it deems necessary.

EMPLOYER and FCWD, Inc., agree to:

Changes to Agreement

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

Termination of Agreement

This Agreement may be terminated as follows:

- FCWD and/or the Employer may terminate the Agreement for convenience with a thirty (30) calendar day written notice.
- FCWD and/or the Employer may terminate this Agreement, in whole or in part, at any time that the party determines that:
 - the other party has failed to comply with any of the provisions contained in this Agreement or any modification hereto; the other party 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 stipulated by the non-breaching party, or if 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.

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 to the extent 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.

Notice

Other than as provided herein, notice shall be required to be given to FCWD, Inc., under this Agreement, and shall be sufficient when hand delivered or mailed to FCWD, Inc., at its office at 1845 Town Center Blvd., Suite 250, Fleming Island, FL. 32003, Attn: Senior Director, Program Services. All notices required to be given to the Employer under this Agreement shall be sufficient when hand delivered or mailed to the Employer at its office located at the address identified in paragraph one, page one of this Agreement.

Controlling Laws

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

Compliance with Laws

Employer represents and warrants to FCWD that Employer shall comply with all applicable statutes and government rules, regulations and orders. Without acting as a limitation, Employer shall comply with all Applicable Laws with respect to its employees, including but not limited to occupational health and safety, employment standards, human rights and workplace safety and insurance. Any regulatory event with respect to such Applicable Laws shall not entitle Employer to seek a change under this Agreement. "**Applicable Laws**" means all federal, state, local, international and foreign laws, rules, regulations, directives, orders and ordinances relating to, or in any way governing, Provider's performance of the Services or Boeing's receipt and use of the Services. Applicable Laws may include the U.S. Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Gramm-Leach-Bliley Act and the EU Privacy Laws. Notwithstanding any provision of this Agreement to the contrary, any breach of this section shall give FCWD the right to terminate this Agreement immediately.

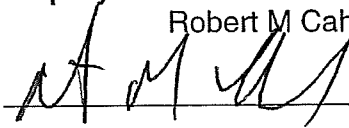
Confidentiality

Employer agrees not to advertise, disclose, or otherwise discuss this Agreement and its business relationship with FCWD and/or its affiliates without the prior written consent of FCWD's Ethics and Compliance Officer. Any violation of this provision shall be considered a material breach of this Agreement, conferring on FCWD the right to cancel this Agreement immediately without further obligation to Employer and to seek any other legal recourse available to it.

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 on the respective dates under each signature.

Employer: THE BOEING COMPANY

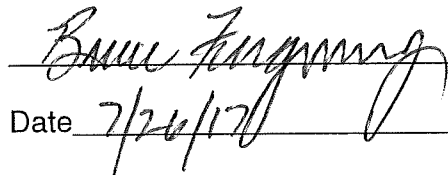
Robert M Cahill, Procurement Agent

 _____ Signature

Date 7-25-17

First Coast Workforce Development, Inc.:

Bruce Ferguson, Jr., President & CEO

 _____ Signature

Date 7/26/17

**ADDENDUM TO VENDOR AGREEMENT
BY AND BETWEEN FIRST COAST WORKFORCE DEVELOPMENT, INC., (FCWD)
dba CAREERSOURCE NORTHEAST FLORIDA
AND
The Boeing Company**

This Addendum is part of the attached Vendor Agreement by and between First Coast Workforce Development, Inc. (FCWD) dba CareerSource Northeast Florida and The Boeing Company (Vendor) for services described in the Vendor Agreement attached hereto. In consideration of the mutual covenant and stipulations set forth in the agreement and Addendum herein, the parties hereby agree as follows:

1. CONFIDENTIALITY

It is understood that the Vendor shall maintain the confidentiality of any information, regarding FCWD customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Vendor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by FCWD for purposes related to the performance or evaluation of the Agreement may be divulged to FCWD or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of FCWD. No release of information by Vendor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

2. PUBLIC ANNOUNCEMENTS AND ADVERTISING

Vendor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Vendor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

3. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

1. Either party may terminate the Agreement upon 30 days prior written notice to the other party.
2. FCWD may unilaterally terminate or modify this Agreement if the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this Agreement is funded.
3. Either party may unilaterally terminate this Agreement at any time that it is determined that:
 - a. A party fails to provide any of the services or funding it has contracted to provide; or
 - b. A party fails to comply with the material provisions of this Agreement; or
 - c. Such termination is in the best interest of a party.
4. Written notification of termination must be by registered mail, return receipt requested.

If Vendor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to FCWD, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Vendor shall be liable to FCWD for damages sustained for any breach of this modified agreement by the Vendor, including court costs and attorney fees, when cause is attributable to the Vendor.

In instances where Vendors/sub grantees violate or breach modified agreement terms, FCWD will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

IN WITNESS WHEREOF, Vendor and FCWD have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY:

First Coast Workforce Development, Inc.

BY: Bruce Ferguson, Jr.
Bruce Ferguson, Jr., President & CEO

WITNESS: Katherine H. Smith

DATE 7/26/17

APPROVED BY:

The Boeing Company

BY: Robert M Cahill
Robert M Cahill, Procurement Agent

WITNESS: [Signature]

DATE 7/25/17



August 1, 2017

To: Bruce Ferguson
From: Cindy Wadsworth *CW*
Re: Modification #1 -INCREASE- PO #1326, The Boeing Company.

Please INCREASE PO#1326, The Boeing Company \$75,000.00 for a new total of \$88,421.21.

An increase of \$75,000.00 is requested to cover 15 additional work experience positions through June 30, 2018.

| | |
|---------------------------|----------------------|
| Original PO #1326 | \$ 13,421.21 |
| Modification #1- Increase | <u>+\$ 75,000.00</u> |
| New Total PO #1326 | \$ 88,421.21 |

B. Ferguson
8/1/17