

FLORIDA WORK EXPERIENCE PROGRAM
AGREEMENT

THIS IS AN AGREEMENT, entered into on this ¹⁸ first day of July 2002, between Florida Atlantic University, acting for and on behalf of the Board of Trustees, a public corporation of the State of Florida, a post-secondary educational institution of the State of Florida (The "Institution") and Participating Community Schools, an eligible employer (The "Employer"), for the purpose of providing work to students eligible to participate in the Florida Work Experience Program pursuant to Section 240.606, Florida Statutes.

The Institution has funds from the State of Florida, pursuant to Section 240.606, Florida Statutes, to provide financial assistance for students to work in the public schools of this state.

The Institution and the Employer desire that certain of the Institution's students engage in work under the Florida Work Experience Program authorized by Section 240.606, Florida Statutes.

The Employer is in a position to utilize the services of such students.

In consideration of the mutual covenants contained in this agreement and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

A. The Employer agrees:

1. To utilize the services of qualified students referred to it by the Institution who are eligible to participate in the Florida Work Experience Program. A detailed job description and rate of pay for each student must be filled out in the format as set forth on the attached "Exhibit A". Any subsequent changes in the job description or student's rate of pay must be reported on an amended "Exhibit A" form and must be agreed upon by the Institution before changes become effective.
2. To comply with all appropriate federal and state civil rights laws.
3. To employ students to perform only work that will not be sectarian related.
4. To insure that students will be employed as a teacher/instructional aide rendering services under supervision.
5. The Employer for the purposes of this agreement further agrees to:
 - a. Supervise in a reasonable manner the work performed by the student(s);
 - b. Pay directly to employed students their total compensation less appropriate deductions at least once a month at a rate of pay at least equal to the federal minimum wage and to bear the costs of any employee benefits, including all payments due as an employer's contribution under State Workers' Compensation laws, federal Social Security laws, and other applicable laws, total of salary and employee benefits not to exceed the amount allocated by the Florida Department of Education for all contracts pertaining to Florida Work Experience Programs.
 - c. Claim reimbursement only for wages
 - (i) that do not represent hours of work in excess of the maximum number of . hours subject to reimbursement under this Agreement and "Exhibit A"; and
 - (ii) paid to students certified as eligible by the Institution.

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- d. Maintain a daily record of the hours worked by each student on a form designed by the Institution for that purpose.
- e. ^{Employer} Submit to the Student Employment Office, on the appropriate form and within the time limit specified by the Institution, all payroll information required by the Institution. Submit to the Financial Aid Office at the Institution monthly, payroll information as required by the Institution for any compensation earned or paid during the preceding month regardless of the timing of the Employer's regular payroll periods.
- g. ~~Provide a written evaluation of the performance of each student on an annual basis or upon termination of employment.~~

6. To notify the Institution of any changes affecting the student's employment.

B. The Institution agrees:

1. To determine which students meet the eligibility requirements for employment under the FLORIDA WORK EXPERIENCE PROGRAM in accordance with Florida Statutes and Administrative rules established by the State Board of Education.
2. To refer to the Employer only those students eligible for the program who are qualified for employment.
3. To reimburse the Employer to the extent of 100% of students' wages. Said reimbursement is to be made 30 business days following receipt by the Student Employment Office of the Employer's properly completed payroll information.
4. To notify the Employer of any student who may become ineligible.
5. To review, with the student(s), the terms of Exhibit A form.

C. Both parties agree:

1. The total reimbursable payroll shall consist of the hourly rate of compensation paid a student multiplied by the number of reimbursable hours of work performed by the student. The number of hours any student may work during any period must be agreed upon prior to the commencement of employment.
2. This Agreement shall be subject to the provisions of Section 240.606, Florida Statutes, the rules adopted thereunder, and all legislation and rules pertaining to the Florida Work Experience Program.
3. This Agreement may be amended upon mutual written consent of the Employer and the Institution.
4. This Agreement may be terminated by either party if there is failure by the other party to comply with the material provisions of this Agreement. The Institution's obligation to pay is limited to the availability of funds pursuant to the Florida Work Experience Program. The Agreement may be terminated without penalty in the event that funds are no longer available to fulfill the purposes of this Agreement.

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5. This Agreement will terminate on the 30th day of June 2006, or after 30 days' written notice by either party, whichever comes first.
6. It is understood by the parties that all students provided to the participating community schools pursuant to this Agreement are Palm Beach County Public Schools' employees subject to the Rules of the School Board and applicable labor contracts.
7. The parties shall comply with the Florida Educational Equity Act and other federal and state laws, which prohibit discrimination on the basis of race, sex, national origin, religion, marital status or handicap.

BY: *Paulana Terry* DATE: 5/20/02
Signature of Institutional Representative

BY: *Tom Lynch* DATE: 07/17/02
Signature of School Board Chairman
Tom Lynch

Review and Approved as to
Form and Sufficiency:

BY: *Jack Lubin* DATE: 5/20/02
Office of General Counsel
Florida Atlantic University

Reviewed and Approved as to
Form and Sufficiency:

BY: *Edward J. Lubin* 4/30/02
Office of General Counsel
The School District of
Palm Beach County