

EMPLOYEE SERVICES SHARING AGREEMENT

THIS AGREEMENT is made this 1st day of November, 2021, by and between the CAREERSOURCE ESCAROSA, hereinafter referred to as the "CSE"; and CAREERSOURCE OKALOOSA WALTON, hereinafter referred to as "CSOW."

WHEREAS, CSE currently employs and intends to employ for the 2021-2022 program year an Accountant Technician; and

WHEREAS, the Accountant Technician works under the supervision of the CSE Chief Financial Officer to maintain accounts in the career center, and is responsible for monitoring the center's program under board-level policy and Workboard guidelines for the purpose of accurately maintaining and reporting grant expenditure to the Florida Department of Economic Opportunity; and

WHEREAS, CSOW desires to obtain services of an Accountant Technician for its region; and WHEREAS, CSE and CSOW desire to share the services of Accountant Technician, in exchange for the payment by CSOW to CSE of \$20,000 per program year; and

WHEREAS, the parties intend for the Accountant Technician to remain an employee of CSE and to be bound by all personnel policies of CSE;

NOW THEREFORE, in consideration of the mutual covenants stated in this Agreement, CSE and CSOW agree as follows:

1. CSE intends to employ an Accountant Technician for the 2021 – 2022 program year, and in future years.

2. The parties agree that, beginning on November 1, 2021, the Accountant Technician shall perform work for CSOW for a total of 20 hours a week, on Thursdays at the CSOW location and the balance remotely. During any work week of less than five (5) days or during a week

containing holidays or annual leave days, the parties agree to work together so that the Accountant Technician spends approximately 1/2 of the work hours during such week with CSE and CSOW. The parties agree to work together to make any reasonable changes to such work schedule for their mutual benefit.

3. This Agreement shall have an initial term of 90 days, from November 1, 2021, to January 29, 2022. This Agreement shall be reviewed for extension at the end of the initial term.

4. In consideration of the services provided by CSE's Accountant Technician to CSOW, CSOW agrees to reimburse CSE \$20,000 per program year or \$769.23 per bi-weekly pay period. CSE shall submit an invoice to CSOW bi-weekly which shall be paid by CSOW within fifteen (15) days of its receipt. CSOW further agrees to reimburse the Accountant Technician directly for any travel expenses incurred by such Technician and submitted in accordance with the requirements of CSOW, which requirements must be conveyed to the Accountant Technician prior to November 1, 2021. CSOW shall only be responsible for Accountant Technician's travel between her home and CSOW worksite on days she is assigned to work in CSOW. CSOW will be responsible for travel incurred by Accountant Technician while carrying out official duties as CSOW Accountant Technician. CSOW will assign an email and laptop to the Accountant Technician for use.

5. During the days that the Accountant Technician performs work for CSOW, the parties agree that CSOW has the authority to direct and oversee the work performed by said Accountant Technician.

6. The parties agree that the Accountant Technician shall at all times remain the employee of CSE, and that she shall at all times be bound by all personnel policies of CSE, and shall receive all benefits of an CSE employee.

7. CSOW agrees that it shall report to CSE any and all personnel issues relating to the Accountant Manager so that CSE may take any necessary or appropriate actions pursuant to its policies.

8. Either CSE or CSOW may terminate this Agreement without cause with fifteen (15) days prior written notice to the other party, unless such Accountant Technician is otherwise terminated by CSE in accordance with its policies. The parties further agree that this Agreement may be terminated immediately for good and just cause. Good and just cause includes, but is not limited to, an emergency event, employee discipline of or grievance by the Accountant Technician resulting in a finding that requires the removal of the employee from CSE or CSOW, or cause which requires immediate termination in the employee's placement in the reasonable discretion of either party.

9. In the event of termination of this Agreement, CSOW agrees to reimburse CSE for its costs incurred in the employment of its Accountant Technician through the date of such termination.

10. CSOW agrees that it shall not engage in any illegal discrimination with regard to the Accountant Technician.

11. The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this Agreement:

For CSE:
Dr. Marcus L. McBride, CEO
6913 North 9th Avenue
Pensacola, FL 32504

For CSOW:
Michele Burns, Executive Director
109 8th Avenue
Shalimar, FL 32579

The parties may amend such addresses by written notice to the other party at the given address.

10. The parties agree that this contract shall be governed by the laws of the State of Florida, and that proper venue, in the event of litigation concerning this matter, shall be in Escambia County, Florida.

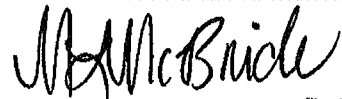
11. Neither party shall be liable for their failure to fulfill any term or condition of this Agreement if fulfillment has been delayed, hindered or prevented by an event of force majeure including, but not limited to, Act of God or act of terrorism.

12. The parties each agree to indemnify the other, and to hold the other harmless, for any and all losses, damages or liabilities incurred due to the illegal or intentional acts of the other relating to any claims brought by or on behalf of the Accountant Technician, except that claims for Workers' Compensation benefits by the Accountant Technician shall be the sole and exclusive responsibility of CSE

13. The parties agree that each of them shall be responsible for any and all costs, expenses and attorneys' fees incurred by the other party due to a breach of this Agreement.

WITNESS the following signatures in agreement with the above terms:

For CSE: Dr. Marcus L. McBride



Date:

11/1/2021

For CSOW: Michele Burns



Date:

11/1/2021