

**HARMONY
COMMUNITY DEVELOPMENT DISTRICT
NOVEMBER 30, 2017 WORKSHOP
AGENDA PACKAGE**

Harmony Community Development District

Steve Berube, Chairman
Ray Walls, Vice Chairman
William Bokunic, Assistant Secretary
Kerul Kassel, Assistant Secretary
David Farnsworth, Assistant Secretary

Bob Koncar, District Manager
Timothy Qualls, District Counsel
Steve Boyd, District Engineer
Gerhard van der Snel, Field Manager

November 20, 2017

Board of Supervisors
Harmony Community Development District

Dear Board Members:

A workshop of the Board of Supervisors of the Harmony Community Development District will be held **Thursday, November 30, 2017 at 4:00 p.m.** at the Harmony Golf Preserve Clubhouse located at 7251 Five Oaks Drive, Harmony, Florida. Following is the advance agenda for the workshop:

1. **Roll Call**
2. **Audience Comments**
3. **Employee Policy Manual Options**
 - A. **Modify STS Employee Handbook**
 - B. **Prepare District Unique Policy (TQ)**
4. **Other District Business Considerations**
 - A. **Lakeshore Land Use Critique**
 - B. **Developer Plans Impact**
4. **Supervisors' Comments**
5. **Adjournment**

I look forward to seeing you at the workshop. In the meantime, if you have any questions, please contact me.

Sincerely,

Bob Koncar

Bob Koncar
District Manager

Third Order of Business

3A.

Harmony Community Development Employee Policy

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DRAFT

I. MAJOR EMPLOYMENT LAWS

A. Americans with Disabilities Act (ADA)

The ADA is the federal law which prohibits discrimination against qualified applicants or employees with a disability. It also requires that such persons be provided “reasonable accommodation” to participate in the job application and selection process or, if employed, to perform the “essential functions” of their job, if such accommodation can be provided by the employer without “undue hardship.” If you have questions or concerns about who is covered and whether you qualify for a special accommodation, contact the District Manager, Severn Trent, at 407-566-1935.

B. Equal Employment Opportunity (EEO)

EEO refers to federal laws, regulations, and policies prohibiting discrimination in employment practices. Harmony Community Development District complies with these laws by assuring each applicant and employee equal opportunities without regard to that person’s race, color, gender, religion, age, creed, national origin, marital status, disability, or political opinions/affiliations. Except as otherwise provided by law, the District also assures equal opportunity in recruitment, appointment, training, promotion, demotion, compensation, retention, discipline, separation, or other employment practices to any person who is an applicant or employee, including persons with disabilities.

Employees who feel they have been discriminated against should contact the District Manager, Severn Trent, at 407-566-1935 and then contact the EEO Officer or the Florida Commission on Human Relations for more detailed information at (850) 488-7082, or visit their website at <http://fchr.state.fl.us/>.

C. Fair Labor Standards Act (FLSA)

The FLSA is the federal law requiring that covered employees be paid at least the federal minimum wage and overtime pay (at time and one-half of the employee’s regular hourly rate of pay) for all hours worked over 40 hours in a workweek. Employees not covered by the FLSA are referred to as “exempt” and to those who are covered by the FLSA minimum wage and overtime provisions are referred to as “non-exempt.”

The 40-hour workweek is the work period (also called FLSA period) for most non-exempt employees. Exempt employees are not eligible for overtime pay under the FLSA. However, under certain circumstances they may receive leave credits or straight-time pay, depending on the pay plan and level of their position, for work beyond their scheduled work hours. The work period for exempt employees is always the same as their pay period. That is, for biweekly employees it covers an 80-hour period that falls between specific biweekly start dates and end dates.

If you are not sure whether you are an exempt or non-exempt employee under the FLSA and whether your work period is the 40-hour workweek, an extended work period, or the same as your pay period, ask your supervisor.

D. Florida Civil Rights Act (FCRA)

Section 760.05, Florida Statutes (F.S.) provides that the Florida Commission on Human Relations (FCHR) shall promote and encourage fair treatment and equal opportunity for all persons regardless of race, color, religion, sex, national origin, age, handicap, or marital status and mutual understanding and respect among all members of all economic, social, racial, religious, and ethnic groups; and shall endeavor to eliminate discrimination against, and antagonism between, religious, racial, and ethnic groups and their members. The mission of the FCHR is to prevent unlawful discrimination by ensuring people in Florida are treated fairly and are given access to opportunities in employment, housing, and certain public accommodations; and to promote mutual respect among groups through education and partnerships.

For more detailed information, please contact the FCHR at (850) 488-7082 or visit their website at: <http://fchr.state.fl.us>.

F. Veterans' Preference

Chapter 295, F.S., sets forth the requirements for public employers to provide preferences in employment, retention, and promotion to eligible veterans, spouses of veterans, and other veterans' preference eligible individuals.

An overview by the Department of Veterans' Affairs on veterans' preference can be found at: http://floridavets.org/?page_id=62. Additional information on veterans' preference is provided by the Department of Management Services at: http://www.dms.myflorida.com/workforce_operations/human_resource_management/fo_r_state_personnel_system_hr_practitioners/recruitment_and_selection

G. Florida Whistle-Blower's Act

This Act prevents public employers or their independent contractors from taking retaliatory action against an employee who reports to an appropriate agency violations of law on the part of a public employer or independent contractor [as defined in section 112.3187(3)(d), F.S.], that creates a substantial and specific danger to the public's health, safety or welfare. It also prevents public employers or independent contractors from taking retaliatory action against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or neglect of duty on the part of an agency, public officer, or employee.

Violations of this act should be reported in accordance with section 112.3187, F.S. Any employee who has a complaint should immediately contact the Field

Operations Supervisor, the District Manager, Office of the Inspector General, the EEO Officer, and/or the People First Service Center. [section 112.3187, F.S.]

II. EMPLOYMENT POLICIES

A. New Hires

Harmony Community Development District, through FRM, hires only U.S. citizens and lawfully authorized alien workers. As required by federal law, new hires must present documentation of employment authorization within three days of employment and employees with work visas that have an expiration date must provide continued proof of a valid visa or work authorization or face termination. Harmony CDD residents will have preference in the hiring process.

B. Relationship Between Harmony CDD, FRM, and the District Manager

Harmony Community Development District is a special purpose local government. The single and special purpose of the Harmony CDD is to manage the works of the District.

The District has entered into a co-employment relationship with Florida Resource Management (“FRM”). Under this relationship, FRM’s responsibilities include: 1) payroll processing, and 2) providing worker’s compensation coverage and claims handling. New employees are required to sign an employment agreement with FRM. This agreement is set forth in Appendix B. Although FRM is considered an employer for these purposes, it is the District that maintains direction and control over the workplace and supervises all day-to-day work and activities of the employees. Employees’ first line of contact for any employment related questions or issues should always be through the Field Operations Manager or the District Manager and not FRM.

Harmony also is required by law to contract with a District Manager who shall manage the works of the District. Harmony’s District Manager is Severn Trent Services.

C. Open Door Policy

Anytime an employee needs to discuss concerns related to their job they should always come first to the Field Operations Manager. All matters discussed will be kept confidential to the extent possible and no reprisal of any kind will be taken against anyone. Sometimes this may be in regard to an employee’s performance review or disciplinary action. Sometimes it may be suggestions to improve the office or a problem with another employee. No matter the situation, the Field Operations Manager or designee will likely be able to correct the problem or clear up the misunderstanding on a face-to-face basis.

Resolving matters may require bringing in other employees if they are a part of the problem or concern. If the employee or the Field Operations Manager deems it necessary, either or both may bring in a witness.

It is the intent of the District to review all concerns and/or complaints and make every effort to give them complete, careful and fair consideration.

D. Equal Opportunity Employer

It is the intent of Harmony Community Development District to attract and retain the best qualified people available, and the District will not discriminate in employment on the basis of race, color, religion, national origin, sex, marital status, status as a disabled veteran or veteran of the Vietnam era, age, or disability except where sex, age or physical condition is a bona fide occupational qualification.

This policy applies to all relations with all employees and applicants. It includes recruitment, hiring, compensation, promotion, transfer, training, demotion, layoff, recall, and all other terms and conditions of employment.

E. Americans with Disabilities Act Policy

In compliance with the Americans with Disabilities Act (ADA) it is the policy of the District to prohibit employment discrimination against qualified individuals with disabilities and to make reasonable accommodations to qualified persons with disabilities unless to do so would pose an undue hardship or pose a safety threat to the employee, co-workers or others. It is the responsibility of the District to ensure that qualified individuals with disabilities who are employed by it, as well as persons applying for jobs with it, are treated fairly and given opportunities equal to those provided to others working or seeking work here.

The District will consider reasonable accommodations for qualified individuals with disabilities who have demonstrated their abilities and skills and can perform the essential functions of their jobs. This does not mean that the District will lessen its qualification standards, nor is it required to give preferential treatment to individuals with disabilities.

The District is committed to complying with the ADA requirements. The District encourages all employees to help it achieve this objective. All should work together to see that opportunities are available for qualified persons with disabilities.

F. Terminations

Termination is defined by category and action to be taken as follows:

Resignation - when the termination is voluntary on the part of the employee, a two-week notice, in writing, is expected. Employees shall have a right to terminate their employment at any time.

Three (3) consecutive days of absence without notice to appropriate management is considered resignation without notice.

Release - this is a termination that results during the probationary period when it has been demonstrated to the District that the employee may not be suited for the type of work or may lack the qualifications necessary to perform the position.

Lay-off - results when no work is available for the employee.

Retirement – an employee may retire upon notifying the District no less than thirty (30) days prior to the proposed retirement date. Provided such notice has been given, the employee shall receive pay in lieu of vacation not taken.

Discharge – The District reserves the right at any time to terminate employment with or without cause. An employee who is discharged is usually not subject to rehire. In case of discharge, an employee will not receive any vacation pay or other accrued non-wage benefits unless mandated by law.

G. Exit Interview

Exit interviews are used to collect feedback from employees who separate in order to promote continuous quality improvement. You have the right to an exit interview with the District Manager. If you desire an exit interview, please contact the District Manager.

III. COMPENSATION

A. Compensation for Hours Worked

Starting wages are offered on a competitive basis commensurate with experience and breadth of position offered. Most positions will be hourly, non-exempt positions. The Field Operations Manager will be an exempt salaried position.

Special licenses, if required for your position, are paid for by the District and may merit a wage increase. Said increase anticipates that you will maintain special license AND continue in the position you had when obtaining the license.

B. Raises

Most positions are subject to a 90-day probationary period; if satisfactorily completed, most positions may be provided a modest wage increase. Employees may be entitled to an annual pay increase subject to the discretion and approval of the Field Operations Supervisor and the District Manager.

The Field Operations Manager may be granted a longevity and/or performance increase subject to the discretion and approval of the District Manager.

C. Benefits

Employees are entitled to health, dental and vision benefits once they have completed their 90-day probationary period. Coverage for the employee is provided at no cost. Spouse and/or family coverage is available, but the employee must pay the full cost of that coverage through a payroll deduction. For more information on benefits, please contact the Field Operations Manager.

IV. ATTENDANCE AND LEAVE

A. Attendance

Employees are required to be present on their assigned jobs for the total hours in the established workday or work period unless their supervisor authorizes absence from duty. Employees who expect to be absent from work for any reason should request approval from their supervisor as much in advance as possible. Vacation requests will be handled on a first-come, first-serve basis. When an employee will be late to or absent from work, the supervisor is to be notified by phone. Absences without authorization will result in leave without pay and may be cause for disciplinary action, up to and including dismissal.

B. Work Schedules

Standard business/office hours are from 7 a.m. to 7 p.m., seven days a week. Seasonal changes may be implemented from time to time that may affect the standard schedule. However, employees are only expected to work 40 hours per week. Staff will rotate responsibility for weekend shifts. Regular days off can only occur in the following cycles: Friday-Saturday or Sunday-Monday.

When workload permits, two rest breaks of 15 minutes each may be taken during an eight-hour shift. The Field Operations Manager or his Assistant must be notified before and after the lunch and rest breaks. Breaks are to be observed according to the procedures of the work unit to which the employee is assigned, and breaks may not be combined or accumulated to cover a late arrival, early departure or extended lunch. Lunch breaks should be taken at the employee's own initiative between 11:30 A.M. and 2:00 P.M.

If an employee must leave the jobsite for any reason, the employee must inform their immediate supervisor or the supervisor's assistant by text or phone call.

C. Employee Attendance Records

The Field Operations Manager will record and maintain timesheets for all staff.

D. Holidays

The following are holidays upon which Harmony CDD will be closed:

- New Year's Day – January 1
- Memorial Day – Last Monday in May
- Independence Day – July 4
- Labor Day – First Monday in September
- Thanksgiving Day – Fourth Thursday in November
- Christmas Day – December 25

Employees will be credited a maximum of 8 hours of pay on these holidays. If an employee is scheduled to work on a holiday, the employee will receive regular pay for the hours worked that day as well as an additional 8 hours holiday pay.

E. Accrued Leave

Accrued leave includes sick leave and annual leave which is used to provide periods of rest, relaxation, vacation, and to conduct personal business. Before taking annual leave, the employee must submit a request for supervisor approval. Annual leave may be denied if the employee's absence would adversely affect the work unit. Annual leave taken on weekend shifts (Friday, Saturday, Sunday, or Monday) must be specifically approved by the Field Operations Manager.

After the 90-day probationary period and up to 1 year of service, new employees will accrue leave at a rate of 6 hours per month. After the employee's 1-year anniversary, the employee will accrue leave at a rate of 10 hours per month. After the employee's 3-year anniversary, the employee will accrue 12 hours per month. These hours include sick, personal and vacation accruals.

Accrued leave hours are use-it or lose-it and will reset each year on October 1st, which is the beginning of the District's fiscal year. That is to say, if any employee has accrued leave hours that are not taken by October 1st, they will be forfeited.

An employee who is absent without authorization will be placed on leave without pay and may be subject to appropriate disciplinary action, up to and including dismissal.

V. GENERAL INFORMATION

A. Personal Appearance/Dress Code

Employees are expected to be neat and clean in appearance and dress appropriately for public contact. No camouflage clothing will be permitted. Employees must wear the Harmony CDD Field Operations shirt with jeans or solid cargo pants.

B. Smoking Policy

Smoking or vaping is not allowed.

C. Safe Use of Cellular Phones

The District promotes safe use of any cellular phones by encouraging drivers to follow common sense tips to ensure their wireless phone is not a distraction. It is even more important to pay attention to the road and make driving safety your first priority; do not use a cellular phone when driving. Stop at a safe location to answer calls or text messages. Driving while texting is against the law and law enforcement officers are authorized to stop motor vehicles and issue citations as a secondary offense to persons who are texting while driving. It will also result in a verbal warning from the Field Operations Manager. Personal phones can only be used for emergencies. Abuse or over-use of personal phones or private use of the CDD phone will result in a verbal warning. Continued violations following a verbal warning may be cause for additional disciplinary action, up to and including dismissal.

D. Personal Property

The District cannot assume responsibility for the loss or theft of employees' personal property or valuables. You are encouraged to keep such property in a safe place.

E. Jury/Civic Duty

If you are subpoenaed for involuntary jury duty, or as a witness in a court of law, you must notify the District as soon as possible of the time and place you are to serve. You must provide the District with a copy of your subpoena or other court order.

An employee shall receive full pay for any absence from work necessary to serve on a jury, provided, however, any compensation received for said service or attendance, other than mileage, shall be given to the District. Any employee who is dismissed from jury duty prior to noon shall return to work for the afternoon session.

If the employee fails to return to work as required, then he shall submit an annual leave slip and the time off will be charged to his annual leave. Any employee who is required to attend court on his day off is exempt from the reimbursement procedure.

F. Severe Weather Conditions

The District is concerned with the safety of its employees regarding the transportation to and from work during inclement weather. You should use your best judgment in determining whether it is safe to report to work during hurricanes, floods, tornadoes or other inclement weather. You are responsible for contacting the Field Operations Manager to find out opening and closing hours during such circumstances. If you cannot make it to work on time, call your supervisor as soon as possible, to let

him/her know when you will be able to arrive at the office. If inclement weather occurs during the work day, employees are to report to the Fields Operations Manager's office and wait for the weather to pass before returning to work.

G. Solicitations/Distributions

Solicitations and distribution can put undue pressure on employees and interfere with work activities. Therefore, the following shall apply to solicitations or distribution of literature.

There will be no solicitation or distribution of literature during working time or at any time in working areas.

Solicitations which are forbidden include, but are not limited to, solicitations for magazines or periodicals, subscriptions, memberships in organizations, and political contributions.

Distributions which are forbidden include, but are not limited to, political or religious literature, advertising brochures, and packages of materials, leaflets, or information bulletins.

Strict compliance with this rule is required of all employees. Violation of this rule will be grounds for discipline, up to and including discharge.

VI. EMPLOYEE RELATIONS

A. Drug-Free Workplace

The District acknowledges that drug use has serious adverse effects in the workplace resulting in lost productivity and poses a threat to public health and safety. Maintaining a healthy and productive workforce with safe working conditions free from the effects of drugs decreases the occurrence of injuries on the job, absenteeism and theft, and promotes employee morale.

The Drug-Free Workplace Act promotes the goal of drug-free workplaces within government through fair and reasonable drug-testing methods for the protection of public employees and employers.

Section 112.0455, F.S., identifies and defines the types of authorized drug testing: job applicant testing, routine fitness for duty testing, follow-up testing, random testing, and reasonable suspicion drug testing. Random testing and job applicant testing are currently carried out only under separate, specific legislative authorization. "Reasonable suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective facts and reasonable inferences drawn from those facts in light of experience. A job applicant is defined in section 112.0455, F.S., as "a person who has

applied for a position with an employer and has been offered employment conditioned upon successfully passing a drug test.” To learn more about the other types of drug-testing, review section 112.0455, F.S., by visiting the [Online Sunshine website](#).

All employees are expected to adhere to the District’s standards of conduct concerning the possession and/or use of drugs or alcohol while on duty or while in or on District property. Violations of this policy will result in disciplinary action up to and including dismissal.

B. Harassment

The District has a strict policy against discrimination and harassment in the workplace. It is expected that all employees will interact fairly and honestly with one another to ensure that the work environment is free of intimidation and harassment.

The District is committed to providing all job applicants and employees with an environment free of discrimination and unlawful harassment. Actions, words, jokes, or remarks based on an individual's sex, race, ethnicity, age, religion, physical impairment, or any other legally protected characteristic will not be tolerated. This policy also prohibits harassment in any form, including verbal, physical, and visual harassment.

Unwelcome sexual conduct, such as sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when it is made as a term or condition of employment or, unwelcome sexual conduct, which creates an intimidating, hostile, or offensive work environment will not be tolerated.

Any employee who believes a co-worker, member of management, or agent of the District has unlawfully harassed him/her should promptly report the matter to District Manager. Employees can raise concerns and make reports without fear of reprisal.

The District will make every effort to ensure that complaints of harassment are resolved promptly and effectively. All actions taken to resolve complaints of harassment through investigations shall be conducted confidentially to the extent possible.

Similar actions of harassment directed towards residents and/or visitors of the District by employees are also prohibited and will not be tolerated. Employees are expected to be courteous and respectful of residents and visitors at all times. Any reports regarding such behavior will be promptly investigated.

Any employee after appropriate investigation, who is found to have engaged in the harassment of an employee, resident, or visitor, will be subject to disciplinary actions, up to and including discharge.

APPENDIX A

DRAFT

ACKNOWLEDGMENT OF RECEIPT

I acknowledge receipt of the Harmony Community Development District Employee Handbook. I accept my responsibility to read and understand this handbook, including the District's policy on discipline and standards of conduct. I understand the topics discussed in this handbook represent the general policies of the District and that the District may impose additional requirements, depending upon the nature of my position.

Employee Name: _____
(Please print)

Employee Signature

Date

DRAFT

APPENDIX B

DRAFT



AGREEMENT

I, THE UNDERSIGNED EMPLOYEE, IN CONSIDERATION OF MY HIRING BY FLORIDA RESOURCE MANAGEMENT, LLC ("FRM") AS AN AT-WILL LEASED EMPLOYEE OF FRM, ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

- I have been hired as an at-will employee of FRM which is an employee leasing company
- There is no contract of employment which exists between me and the client to which I have been assigned, nor between FRM and me and FRM have no liability with regard to any employment agreement.
- I understand and agree that either FRM or I can terminate our employment relationship at any time as I am an at-will employee of FRM.
- I further understand and agree that continued employment with the client to which I have been assigned is an essential requirement for employment with FRM and that if my employment with the client to which I have been assigned ends, my employment with FRM will also immediately end at that time.
- I also agree that while I am a leased employee of FRM, if FRM does not receive payment from client for services which I perform as a leased employee, FRM will still pay me the applicable minimum wage (or the legally required minimum salary) for any such pay period, and I agree to this method of compensation.
- I understand and agree that FRM has no obligation to pay me any other compensation or benefit unless FRM has specifically, in a written agreement with me, adopted the client's obligation to pay me such compensation or benefit.
- I understand that the client to which I am assigned at all times remains obligated to pay me my regular hourly rate of pay if I am a non-exempt employee and to pay me my full salary if I am an exempt employee even if FRM is not paid by the client to which I am assigned.
- I understand and agree that FRM does not assume responsibility for payment of bonuses, commissions, severance pay, deferred compensation, profit sharing, vacation, sick, or other paid time off pay, or for any other payment, where payment for such items has not been received by FRM from the client to which I am assigned.
- In recognition of the fact that any work related injuries which might be sustained by me are covered by state workers' compensation statutes, and to avoid the circumvention of such state statutes which may result from suits against the customers or clients of FRM or against FRM based on the same injury or injuries, and to the extent permitted by law, **I hereby waive and forever release any rights I might have** to make claims or bring suit against any client or customer of FRM or against FRM for damages based upon injuries which are covered under such workers' compensation statutes.
- I also agree to comply with any drug testing policy which FRM may adopt, and I specifically agree to post-accident drug testing in any situation where it is allowed by law.
- In addition, I also agree that if at any time during my employment I am subjected to any type of discrimination, including discrimination because of race, sex, age, genetic information, religion, color, retaliation, national origin, handicap, disability, or marital status, or if I am subjected to any type of harassment including sexual harassment, I will immediately contact an appropriate person of the client company to which I have been assigned. In most instances, this appropriate person will be the president of the client company. Should I choose not to contact the client company for any reason, I may contact FRM human resources director at _____ in order to obtain assistance in the resolution of such matters. I understand and agree FRM does not have actual control over my workplace and as such, is not in a position to end or remediate any discrimination, harassment, or retaliation which may be occurring. The responsibility to resolve and/or end such inappropriate conduct rests with the client company; however, FRM will attempt to facilitate a resolution.
- I understand and agree that if I am accepted as a leased employee of FRM, I am expressly prohibited from performing any work outside the state of Florida for client during my status as a leased employee except as is allowed pursuant to the workers' compensation policy provided to me by FRM or except as may be allowed in writing by FRM and FRM workers' compensation carrier. If I work outside the state of Florida for client without first securing this approval, I understand that, I will not be a leased employee of FRM and may not be provided workers' compensation benefits through FRM or FRM workers' compensation carrier. My leased employment with FRM will be considered immediately terminated upon commencement of my trip outside the state of Florida to perform work for client where prior approval has not been received as set forth herein.

DATE

SIGNATURE