

# STAFFING AGENCY EMPLOYMENT CONTRACT

## STAFFING AGENCY EMPLOYMENT AGREEMENT

This Staffing Agency Employment Agreement (this "Agreement") is entered into as of (the "Effective Date"), by and between [EMPLOYER NAME], a Corporation at [EMPLOYER S BUSINESS ADDRESS] (the "Agency"), and [EMPLOYEE NAME], residing at [EMPLOYEE S RESIDENTIAL ADDRESS] (the "Employee").

**Recitals.** The Agency is engaged in the business of placing workers with third-party client organizations. The Agency desires to employ Employee as an Agency employee for placement with a client worksite, and Employee desires to accept such employment on the terms below.

### 1. Tri-Party Structure

Employee is employed by the Agency and assigned to perform services at the worksite of [CLIENT WORKSITE EMPLOYER NAME], located at [CLIENT WORKSITE ADDRESS] (the "Client"). The Agency is Employee's employer of record for payroll, tax-withholding, workers' compensation, and unemployment-insurance purposes. The Client directs day-to-day work but does not directly employ Employee as of the Effective Date.

**Joint-employer acknowledgment.** Under the FLSA (29 U.S.C. §203(d); 29 C.F.R. Part 791), Title VII, the NLRA, and applicable state law, both the Agency and the Client may be deemed joint employers of Employee for some or all legal purposes. Accordingly: (i) the Agency and Client share responsibility for minimum-wage, overtime, meal- and rest-break, anti-discrimination, anti-harassment, and workplace-safety compliance; (ii) the Agency shall pay all wages on its regular payroll schedule and remit all applicable federal and state payroll taxes (FICA, FUTA, SUTA); (iii) the Client is responsible for a safe work environment under OSHA (29 U.S.C. §651) and day-to-day supervision.

### 2. Position and Assignment

**Position.** [JOB TITLE]. **Duties.** [DUTIES AND RESPONSIBILITIES] **Expected assignment duration.** [EXPECTED ASSIGNMENT DURATION], though the Agency reserves the right to end, extend, or modify the assignment, reassign Employee to a different Client, or place Employee on the Agency's bench between assignments. Acceptance of an assignment does not guarantee minimum hours or continued employment. **Work location.** Client's worksite at [CLIENT WORKSITE ADDRESS].

### 3. At-Will With Both Agency and Client

**At-will.** Employee's employment with the Agency is at-will. Either the Agency or Employee may end the employment relationship at any time. The Client may also end Employee's assignment at the Client's

worksite at any time, with or without cause; however, termination of an assignment does not automatically terminate Employee's employment with the Agency.

#### **4. Compensation**

Employee is paid exclusively by the Agency. **Salary.** \$0.00 annually.

Employee shall not accept any direct compensation, bonuses, gifts of significant value, or off-the-books payments from the Client.

**Exempt.**

#### **5. Benefits and ACA**

**Agency benefit plans.** Employee's benefit eligibility is governed exclusively by the Agency's plans, not the Client's.

- Agency health plan (subject to look-back measurement);
- Agency 401(k);

#### **6. Workers' Compensation and Safety**

The Agency maintains workers' compensation coverage for Employee. Workplace injuries must be reported immediately to both the Agency and the on-site Client supervisor. Under the exclusive-remedy doctrine of most state workers' comp statutes, workers' comp is Employee's sole remedy against both joint employers for ordinary workplace injury.

#### **7. Confidentiality (Agency and Client)**

**Confidentiality.** Employee shall treat Agency Confidential Information in strict confidence. **DTSA §1833(b) immunity notice** applies. Protected-activity reporting to EEOC/NLRB/SEC/OSHA preserved.

**Client Confidential Information.** Employee shall treat all Client confidential information with the same standard of care as Agency Confidential Information and shall comply with any reasonable Client-specific confidentiality, security, and conduct policies of which Employee has been notified. **The Client is a third-party beneficiary of this confidentiality obligation and may enforce it directly against Employee.**

#### **8. IP Assignment**

**IP assignment.** Work Product created by Employee while on a Client assignment is assigned per the Agency's staffing services agreement with the Client — typically to the Client for work performed on the Client's projects, with a license-back to the Agency as needed. To the extent required, Employee hereby assigns all such Work Product to the Agency and/or the Client as the staffing services agreement provides.

## 9. Restrictive Covenants and Temp-to-Perm

**No independent relationship with Client.** During the assignment and for **twelve (12) months** thereafter, Employee shall not accept direct employment with the Client or any Client affiliate except through the Agency's conversion process.

**Temp-to-perm conversion.** If the Client elects to hire Employee directly during the assignment or within twelve (12) months after the assignment ends, a conversion fee shall be payable by the Client to the Agency pursuant to the separate Agency–Client staffing services agreement. This clause does not restrict Employee's right to accept such employment once the conversion fee has been paid or waived.

**Non-solicitation** 12 months of other Agency employees and Agency customers.

## 10. Anti-Discrimination and Harassment

Employee may report suspected discrimination or harassment to the Agency's HR contact, the Client's HR contact, the EEOC, the state fair-employment agency, or any other government agency. Retaliation against Employee by either the Agency or the Client is prohibited.

## 11. Termination

At-will with the Agency. The Client may end the assignment without terminating Agency employment. Return of Agency and Client property required.

**Final pay** on next regular payday.

## 12. Expenses

Reasonable business expenses per Agency policy.

## 13. Dispute Resolution

**Governing law:** [STATE]. Venue [VENUE CITY].

## 14. Compliance

EEO applies to both joint employers.

## 15. General

Entire agreement (between Agency and Employee; the Agency-Client staffing services agreement governs Agency-Client terms); written amendments; severability; Agency may assign to a successor staffing agency; counterparts; E-SIGN/UETA; Sections 7, 8, 9, 11, 13, 14, 15 survive; the Client is an express third-party beneficiary of Sections 7 and 9 only.

## Signatures

### Agency

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

### Employee

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE