Kelly Education

AGREEMENT FOR EDUCATIONAL STAFFING

THIS AGREEMENT, dated August 26 2026, is between Kelly Services, Inc., with its principal offices located at 999 West Big Beaver Road, Troy, Michigan 48084 ("Kelly"), and Osseo Area Schools, with its principal offices located at 11200 93rd Ave. N, Maple Grove MN 55369 ("Customer").

1) DESCRIPTION, LOCATION AND PRICING OF SERVICES

Kelly will assign to the Customer Kelly temporary employees ("Assigned Employees"), through its service line, Kelly Education, to provide education-related services, under the Customer's operational supervision, at the location(s) and for the pricing (and other related costs) described in Exhibits A and B (the "Services"). Exhibit B, the Customer Information Sheet, will be completed with Customer's collaboration and will provide detailed business requirements necessary to assist with meeting Customer needs. For instructional and paraprofessional positions, Customer agrees that Kelly shall be the non-exclusive contract provider of Assigned Employees to Customer.

2) KELLY GUARANTEE

Kelly guarantees that the Assigned Employees it places with the Customer will satisfactorily perform the services ordered by Customer. If not, Kelly will cancel charges for unsatisfactory services and furnish a replacement as soon as possible when the Customer has provided notice of its dissatisfaction within the first sixteen (16) working hours of an Assigned Employee's assignment. If Kelly receives notice after an Assigned Employee's first sixteen (16) working hours, Kelly will furnish a replacement as soon as possible, but not cancel the charges for the unsatisfactory services.

3) KELLY'S RESPONSIBILITIES

As the provider of staffing services, Kelly will be the employer of Assigned Employees, and will be responsible for the staffing services listed below.

(a) Source, recruit, select, and hire Assigned Employees;

(b) Place Assigned Employees according to Customer's requirements;

(c) Pay Assigned Employees their wages and provide them the benefits that Kelly offers, inclusive of any government mandated benefits, as Kelly employees;

(d) Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligations for unemployment compensation (e.g., FUTA, SUTA);

(e) Provide workers' compensation benefits and coverage for Assigned Employees;

(f) Maintain Assigned Employees' personnel and payroll records related to their employment by Kelly;

(g) Comply with laws, rules or regulations applicable to providers of staffing services;

(h) Require Kelly Administrators and Assigned Employees to annually agree in writing by signing Customer's Digital Access Agreement to protect the confidentiality of Customer's confidential and private information;

(i) Require Assigned Employees to execute agreements that Customer requests regarding intellectual property developed by them in performance of their work for Customer;

(j) Require Assigned Employees to acknowledge in writing that they have no right to participate in Customer's employee benefit plans;

(k) Require Assigned Employees to comply with all rules and policies of Customer (e.g., those relating to premises access and security);

(l) Make legally required employment law disclosures to Assigned Employees; and

(m) Comply with the Patient Protection and Affordable Care Act ("Affordable Care Act") and its regulations, as applicable, and have established internal procedures to review and maintain its compliance with the Affordable Care Act.

4) CUSTOMER'S RESPONSIBILITIES

As the recipient of Kelly's staffing services, the Customer will be responsible for controlling the environment in which Assigned Employees perform their work, the details of their work, and teaching board-approved curriculum and approved lesson plans.

The Customer also will:

(a) Provide Assigned Employees with a safe and suitable workplace, including all required site-specific training related to the chemical, physical and biological hazards in the workplace, emergency and safety procedures, safe use of equipment, school rules and protocols, policies and procedures regarding student disciplinary actions, and the confidentiality of student records and information;

(b) Provide Kelly with prompt notice of any injury suffered by an Assigned Employee;

(c) Use Assigned Employees only in assignments that match the job descriptions for which Kelly places them, not give duties to an Assigned Employees that the Assigned Employee must perform outside of Customer's premises and take full responsibility for assignments or duties that differ from the Assigned Employees' mutually agreed upon job duties, responsibilities, work environment or location, unless mutually agreed to pursuant to paragraph 15(f) of this Agreement;

(d) Notify Kelly and be solely responsible when Assigned Employees are required to use Customer provided timekeeping system or absence management system;

(e) Provide adequate internal controls, supervision, security and instructions for Assigned Employees;

(f) Supervise the performance of Assigned Employees using the same degree of diligence used to supervise its own employees;

(g) Assume responsibility for Assigned Employees when they are required to handle keys, cash, confidential information and records of students and the Customer's regular employees;

(h) Assume responsibility for training and safe use of machinery, and/or equipment used by Assigned Employees in connection with their assignment (except for workers' compensation claims);

(i) Not request nor require Assigned Employees to use any vehicle in connection with their assignment;

(j) Assume sole responsibility for any bodily injury claims asserted against Kelly or its Assigned Employees by students, their parents or representatives, Customer personnel or business invitees, or other third parties (except to the extent that such claims are based on the intentional acts and/or negligence of Kelly or the failure of Kelly full time staff personnel to fulfill their obligations regarding the recruitment, screening, and hiring of the Assigned Employees);

(k) Ensure that the Assigned Employees do not have sole custody of a single student, be solely responsible for supervising more than one classroom of students at a time, or administer or maintain custody of any student medications;

(l) Be solely responsible for releasing students at the end of the school day to an authorized party;

(m) Ensure Assigned Employees who are placed at Customer through Kelly shall not work directly for Customer in any capacity where such Assigned Employees receive compensation during the same time period from Kelly, Customer or third party;

(n) Provide Kelly with prompt, written notice of any concern or complaint about the conduct of an Assigned Employee by the end of the same day that it learns of the concern or complaint, and permit Kelly to actively participate in Customer's investigation of such a concern or complaint;

(o) Provide Kelly with written notice within one (1) business day after the Customer learns of any formal or informal complaint, litigation, potential litigation, or an administrative or governmental charge, that involves an Assigned Employee, and permit Kelly a reasonable opportunity to participate actively in the matter, as determined by the Customer.

(p) Upon request, for the purposes of investigating a reported workplace incident and/or assisting with Kelly's workers' compensation process, Customer agrees to reasonably cooperate by providing any available video recordings or other documentation in its possession related to the reported incident;

(q) Not request nor require any Assigned Employees to work at heights, perform heavy labor, lifting or physical activity unless required and accepted in the job description;

(r) Notify Kelly as early as possible (either, for example, prior to 6:00 a.m. or three (3) hours prior to the start of the class), through the protocols established by Kelly for such notice, of the need for Assigned Employees for a given day; however, Kelly and Customer recognize that the need for a substitute may occur later than anticipated and that in such cases, Kelly will use its best efforts to find an Assigned Employee for such Customer requests;

(s) Ensure that Assigned Employees are not required to actively or competitively participate in any physical activities, exercises, competitive games or sports with students or other faculty members at any time, including in school gymnasiums, classrooms, or on the playground. In the event an Assigned Employee is assigned to a physical education class, physical activity shall be limited to non-participation instructional purposes only;

(t) As applicable, provide a list of employees Customer has employed prior to this Agreement that Customer wishes to remain in pool of Assigned Employees placed by Kelly to Customer. Customer shall provide a written list of such transitioned Assigned Employees and may update said list, by written addition or deletion of all changes, as appropriate. If Customer utilized another vendor prior to this Agreement, Customer will make a good faith effort to produce a list of transitioned Assigned Employees who provided services through such vendor; In addition, Customer understands that Kelly will rely on the accuracy of Customer's prior credentialing and screening. Customer further ensures that:

   i) Transitioned Assigned Employees have worked for Customer within the last one hundred and fifty (150) days;

   ii) Transitioned Assigned Employees have had accurate, comprehensive criminal background checks with favorable results in compliance with applicable laws at the time transitioned to Kelly;

   iii) Transitioned Assigned Employees meet educational and medical testing requirements, as well as any other credential/screening requirements, in compliance with applicable laws at the time transitioned to Kelly; and,

iv) Customer will provide Kelly with transitioned Assigned Employees' expiration dates regarding applicable state certifications or other mandatory requirements.

Section 2 does not apply to transitioned Assigned Employees.

(u) Assume responsibility for the conduct of its own officers, employees, and agents; and

(v) Comply with duties imposed on it by law, rule, or regulation.

5) CUSTOMER REPRESENTATIONS

The Customer represents and warrants that:

(a) Its actions under this Agreement do not violate or overlap its obligations under any agreement that Customer has with any labor union;

(b) Kelly's responsibilities listed in this Agreement regarding screening, the payment of wages, and the provision of benefits to the Assigned Employees do not violate a policy or practice of the Customer;

(c) The Customer has disclosed to Kelly all screening requirements that Customer would use for the positions covered by this Agreement if the Customer were directly employing individuals in such positions;

(d) If Customer, not Kelly, is the recipient of the Assigned Employees' fingerprint background check clearance/suitability letter, Customer will provide Kelly with the clearance information and any updated information in a timely manner;

(e) The Customer has the right, power, requisite authorization, and has satisfied any applicable procedural requirements necessary for it to be authorized to enter into this Agreement;

(f) The Customer representative who is signing this Agreement has been delegated authority by the school board or district to execute this Agreement;

(g) At the beginning of the school year, but at a minimum, not less than thirty (30) days prior, Customer will use best efforts to advise Kelly of all scheduled professional development days;

(h) Customer acknowledges that Kelly is responsible for recruiting of Assigned Employees, however, Customer and Kelly will collaborate and agree on marketing, advertisement, and recruitment methods. During the term of this Agreement, Customer agrees that Kelly can use Customer's branding, including but not limited to Services data, in its marketing and public relations programs;

(i) If the Assigned Employees will use a Customer-provided timekeeping or absence management system or process, then a such timekeeping system, absence management system or process shall be compliant with all applicable legal requirements, including recording of time worked; and,

(j) The Customer will neither request nor require that the Assigned Employees perform duties outside of Customer's premises (e.g., participate on field trips) unless Kelly gives its written consent in advance.

6) CONFIDENTIALITY/INTELLECTUAL PROPERTY/ASSIGNED EMPLOYEES' DATA

All Kelly and Customer intellectual property, including processes, procedures, trademarks and copyrights, are and shall remain the sole property of each respective party. Customer will only use Assigned Employees' Data ("Assigned Employees' Data"), including, but not limited to, Assigned Employees' personal information, identity, U.S. mail or email address, contact information, social security number, phone number, personal health information, or absence management information data in connection with Services provided by Kelly in accordance with this Agreement. Customer acknowledges that Assigned Employees' Data is proprietary, personal and highly confidential, and Customer shall not disclose the information to any third parties unless legally required to do so. Should Customer determine that it may be legally obligated to disclose Assigned Employees' Data, Customer shall provide notice to Kelly at least five (5) business days in advance of producing any such information. To the extent Kelly utilizes Customer's absence management or other systems ("System"), Customer shall allow and authorized Kelly full access to the System throughout the term of the Agreement and for thirty (30) days after termination. In the event the Agreement is terminated, Kelly shall have thirty (30) days to remove Assigned Employee Data from the System.

For the avoidance of doubt, regardless of whether Kelly or Customer owns the contractual relationship of the absence management platform, all Assigned Employee Data housed within the absence management platform will be solely owned by Kelly. At no point may Customer provide access to the absence management platform to any third parties. Customer agrees that at the time of termination or expiration of the Agreement, Kelly shall have the option to remove all Assigned Employee Data from the absence management platform and Customer agrees that it may not retain any such Assigned Employee Data. To the extent that there is a conflict between the terms/obligations of this paragraph with any terms/obligations in an agreement between Customer and any third party, Customer agrees to honor the terms/obligations of this paragraph and the terms/obligations of this paragraph shall control. This section does not apply to transitioned Assigned Employees' Data.

7) BILLING & PAYMENT TERMS

(a) **Invoices.** Kelly will invoice Customer each week for all compensable time in accordance with applicable laws, including but not limited to hours worked on assignment, training, testing or screening completed by Assigned Employees after hire, at agreed-upon rates. The rates at which Kelly will invoice the Customer (and any reimbursable expenses) are listed in Pricing Exhibit A. Service lines may be added by mutual agreement of the parties pursuant to Paragraph 15(f). Unless otherwise stated in Pricing Exhibit A, payment will be due upon Customer's receipt of the Kelly invoice. In the event of termination of this Agreement, Customer will pay Kelly promptly for Services performed up to the time of termination. If the Customer's rates are not set out in Pricing Exhibit A, Kelly and the Customer will agree on rates at the time of an order, which Kelly will record electronically in its systems. The services billed may be provided by Kelly Services Global, LLC or Kelly Services USA, LLC, affiliates of Kelly, or third-party staffing providers (collectively "Staffing Providers"). Staffing Providers may provide the Services under this Agreement, and in such cases, Kelly will act as a collection agent on behalf of such Staffing Providers and bears no extracontractual liability other than that of collection agent.

(b) **Disputed Amounts.** If this Agreement is terminated by Kelly or Customer or Customer disputes any amount invoiced by Kelly, Kelly shall be timely paid (in accordance with the payment terms in Section 7 (a)) by Customer for all fees/services that are not in dispute. Any dispute to an invoice must be communicated within thirty (30) days of the due date of such invoice or Customer waives the right to object to the invoice and will be held accountable for payment. If Customer fails to pay Kelly any fee when due, Customer shall be liable for a late charge of the lesser amount of one-and one-half percent (1 ½%) per month or the maximum amount allowed under state law, on the outstanding amounts beginning on the due date and Customer shall be responsible for reasonable attorneys' fees incurred by Kelly to collect the outstanding amount.

(c) **Procurement Card.** Customer will not use a procurement card as a source of payment to Kelly.

(d) **Taxes.** Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices.

8) TIME, BILLING AND AUTOMATED SCHEDULING

(a) **Documentation of Time Worked.**

The Customer agrees to review documentation of time worked by the Assigned Employees in the designated scheduling system. In a system with a time approval feature, the Customer agrees to approve and sign, by signature or electronic means, record of time worked by the Assigned Employees and will designate one or more representatives to approve the time record on its behalf. If the Customer representative is unavailable, the Kelly representative responsible for the Customer assignment (or other Kelly representative authorized by Customer) may approve the record on Customer's behalf or it may be approved in accordance with (b) below. Customer will use reasonable efforts to assist Kelly in the retrieval of missing or unsubmitted substitute teacher time sheets.

(b) **Submission and Approvals**

Electronic approvals in scheduling systems with time approval features require the following:

i) Substitute teachers will submit time for approval each week. The Customer must approve time entries by Tuesday at 11:59 PM. The Customer will make reasonable efforts to ensure that approving managers take approval action on Tuesday and adhere to this schedule to expedite substitute payroll.

ii) Approved time for a given week-ending date will be gathered from the system on Mondays, Tuesdays, and Wednesdays. On Wednesdays after 12:00 am, all non-rejected time sheets that have been submitted for approval will be considered approved-in-full by the school and sent for payroll processing.

iii) All Customer representatives who approve the time entries of the Assigned Employees must have school-issued, active e-mail accounts.

iv) Each school should assign an administrator to approve substitute time sheets each week. A backup administrator should also be designated to approve time sheets in the event of the first administrator's absence.

v) All adjustments to approved time will be handled outside of the scheduling system. The scheduling system will not be updated to reflect the adjusted values.

(c) **Non-Exempt Assigned Employees and Overtime**

i) **Non-exempt Employees.**

Some Assigned Employees may be deemed as non-exempt employees under federal or state wage and hour laws (e.g., (1) states that designate teachers as non-exempt, (2) licensed teachers not performing the customary duties of a classroom teacher, or (3) Assigned Employees that are not licensed teachers and assigned to perform clerical, administrative, janitorial, or cafeteria duties). Assigned Employees who are designated as non-exempt or are performing non-exempt work are entitled to overtime pay.

ii) **<u>Overtime; Meal and Rest Periods.</u>**

Kelly shall pay nonexempt Assigned Employees overtime pay in accordance with applicable federal and state law at a rate of one and one-half times their regular rate of pay for all hours worked over 40 hours in any given workweek and bill the Customer accordingly.

Kelly shall adjust its overtime payments to comply with state laws that may impose additional or different requirements than federal law and bill the Customer accordingly. For example, under California's wage and hour law, nonexempt employees must be paid overtime for any hours worked in excess of eight hours in one workday or 40 hours in one workweek.

Kelly will base overtime pay on hours actually worked. For example, hours paid for vacation, holiday, sick, or paid time off will not be included in calculating overtime.

In those states that require non-exempt employees to have meal and rest periods, non-exempt Assigned Employees must accurately record their meal and rest periods in accordance with Section 8 (a) above.

(d) **Automated Scheduling**

i) Kelly may provide a scheduling system for automated scheduling and absence reporting in some situations. Among other things, the program would enable Kelly to provide the Customer with certain reports and information related to regular teacher absences and substitute teacher staffing coverage and permit the Customer and its designated representatives to schedule regular teacher absences. Implementation of the scheduling system would require that the Customer provide certain information concerning the employment positions that the Agreement for Educational Staffing covers and the personnel currently in such positions.

ii) Any information that the Customer provides Kelly for purposes of implementing the scheduling system will be used in connection with the educational staffing services that Kelly provides. Kelly will not use such information for any other purpose without the Customer's prior written consent.

iii) Information in reports that Kelly furnishes to the Customer which are generated based on the scheduling system will contain information that the Customer's personnel provide upon accessing and using the scheduling system. Accordingly, the accuracy of such information depends on the accuracy of the information provided by the Customer's personnel. The Customer will be solely responsible for verifying the accuracy of such information.

9) WORKERS' COMPENSATION AND LIABILITY INSURANCE

Kelly will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

(a) **Workers' Compensation.** Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed and includes alternate employer endorsement;

(b) **Employer's Liability.** Employer's Liability insurance with a limit of $1,000,000;

(c) **Commercial General Liability.** Commercial general liability insurance with a $1,000,000 per occurrence and includes bodily injury and property damage coverage;

(d) **Commercial Automobile Liability.** Commercial automobile liability insurance with a $2,000,000 combined single limit on vehicles owned, leased, or rented by Kelly while performing under this Agreement;

(e) **Umbrella Liability Insurance.** Umbrella liability insurance to be used in excess of the liability policies with $15,000,000 combined single limit per occurrence; and

(f) **Commercial Blanket Bond.** A commercial blanket bond with limits of $3,000,000 in the aggregate per occurrence and includes coverage of employee dishonesty to the extent Kelly failed in its responsibilities in Section 3 of this Agreement.

Kelly will provide Customer with a certificate of this insurance coverage upon request.

10) INDEMNIFICATION BY KELLY

(a) Kelly will indemnify, defend and hold harmless Customer and its directors, officers, employees and agents, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Customer to the extent arising out of any of the following:

i) Kelly's failure to comply with its obligations under applicable employment-related laws, regulations or orders in Kelly's capacity as the general employer of the Assigned Employees;

ii) Breach of any obligation of Kelly contained in this Agreement; or

iii) Any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against Customer by any Kelly employees (including Assigned Employees) or, in the event of death, by their personal representatives.

(b) Kelly’s obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special or consequential Damages (ii) claims that do not result in a finally adjudicated claim of damages against Customer brought by a third party, (iii) the extent that Damages are due to Customer’s failure to fulfill its duties under Section 4, (iv) the extent that any Damages, except for the payment of workers’ compensation benefits, are the result of any negligent act or omission or intentional misconduct of Customer, its officers, employees or agents, or (v) the extent that Customer is required to indemnify Kelly against such Damages under Section 11.

11) INDEMNIFICATION BY CUSTOMER

(a) To the extent permitted by law, Customer will indemnify, defend and hold harmless Kelly and its directors, officers, employees and agents from and against all damages imposed upon or incurred by Kelly, other than for job-related bodily injury or death of an Assigned Employee, arising out of any of the following:

i) Customer’s failure to comply with its obligations under applicable laws, regulations or orders; or

ii) Breach of any obligation of Customer contained in this Agreement;

(b) Customer’s obligation to indemnify, defend and hold harmless will not apply (i) to indirect, special or consequential damages or (ii) to the extent any damages are caused by any negligent act or omission or intentional misconduct of Kelly, its officers, employees or agents.

12) NOTIFICATION OF CLAIMS

(a) Customer and Kelly agree (i) to notify each other in writing of any asserted claim within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, and (ii) to permit Kelly or Customer, as the case may be, to defend the claim at the option of the party against whom the claim is asserted, with counsel acceptable to such party, which consent will not be unreasonably refused.

(b) Neither party will pay or agree to pay any asserted claim under this Agreement without prior written approval from the party against whom the claim is asserted, which approval will not be unreasonably withheld; provided that approval on behalf of Kelly must be obtained from the Kelly Law Department in Troy, Michigan.

13) TERM; TERMINATION

The initial contract period is from August 26, 2026 to June 30, 2028. Customer may renew the contract for one or two years with the same terms and conditions. The renewal pricing for year 3 (school year 2028-2029) and, if a two-year renewal, year 4 (school year 2029-2030) will be mutually agreed upon by Customer and Kelly.

Kelly reserves the right to terminate this Agreement immediately in the event of non-payment.

14) NON-SOLICITATION

Unless otherwise agreed to in writing, neither party shall solicit the employment of the other party's regular, full-time employees (i.e. employee working for Kelly in a role other than as “Assigned Employee”) during the term of this Agreement. This provision shall not apply to a party’s generalized recruiting practices.

15) MISCELLANEOUS

(a) **Notices**

i) Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by e-mail or other transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement.

ii) Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

(b) **Severability; Waiver**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

(c) **Independent Contractor**

In its performance of this Agreement, Kelly will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make Kelly an agent, partner or joint venturer of Customer.

(d) **Force Majeure**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, pandemic, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; and (ix) shortage of adequate power or transportation facilities. The party suffering a force majeure event shall give notice within five (5) days of the force majeure event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized.

(e) **Amendments**

This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

(f) **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(g) **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule.

(h) **Entire Agreement**

This Agreement includes Exhibit A, Exhibit B, Exhibit C, and Customer's Terms and Conditions Addendum (and any job descriptions signed by the Customer) are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded.

KELLY SERVICES, INC.	**Osseo Area Schools**
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

Kelly Education

EXHIBIT A
PRICING FOR KELLY EDUCATION

This Pricing Exhibit A is incorporated and made part of the Agreement for Educational Staffing between Kelly Services, Inc. and Osseo Area Schools ("Kelly Agreement"), dated August 26th, 2026. The pricing in Exhibit A is confidential and proprietary to Kelly and is effective as of August 26th , 2026.

1. **Types of Assignments; Pricing**
   The Assigned Employees will be assigned to the following positions and at the following rates. Markup ratio is all-inclusive for the term of the agreement.

Position	Pay Rate	Pay Type	Markup	Bill Rate
Teachers	$200.00	Daily	1.280	**$256.00**
Teachers Retirees	$215.00	Daily	1.280	**$275.20**

A signed Job Description is required for each position listed.

2. **Pricing for Hiring a Kelly Assigned Employee**
   Customer agrees to pay a placement fee upon hiring the Kelly Assigned Employee to work in full- or part-time position of employment with the Customer. The placement fee is based on days worked within the contract term. The fee schedule is set forth below. This provision excludes Kelly Non-assigned Employees

1 – 30 days worked	$5,000
31– 60 days worked	$3,500
61+ days worked	Fee waived

Kelly will not charge Customer a placement fee for transition of Customer recruited or transitioned employees.

3. **Pricing for Hiring a Direct Hire Candidate**
   If the Customer hires a candidate referred to it by Kelly for direct hire by Customer, the Customer agrees to pay a direct placement fee of $9,000. A Direct Hire is defined as a person who has not been in the employ of Kelly or the school/district prior to being hired by the school/district to fill a targeted open position.

4. **Short Notice Cancellation.**
   If a Kelly Assigned Employee has shown up for a Customer assignment on time, and Customer cancels the assignment without timely notice, due to reasons not related to the employee's performance, if Kelly is required to pay such Assigned Employee "show up time", Kelly will invoice Customer for such time up to four (4) hours.

KELLY SERVICES, INC.

By: ___________________________________

Name:___________________________________

Title: ___________________________________

Date: ___________________________________

Osseo Area Schools

By: ___________________________________

Name:___________________________________

Title: ___________________________________

Date: ___________________________________

EXHIBIT B – CUSTOMER INFORMATION SHEET

Osseo Area Schools

Main Contact for District: ____________________ **Phone:** _________ **Email:** __________________

Currently utilizing an Absence Technology Platform: YES: x☐ NO: ☐ **If yes, what system?** Frontline Absence Management____________

Number of Students: 21,000_______ **Number of Teachers**: _2000_______ **Number of Paras**: __700______

SECTION 1: SUBSTITUTE TEACHERS

Kelly Education typically pays substitute teachers for either a half day or a full day, as determined by the School District. All hours worked up to the half day cut-off hours are paid as a half day and all hours after are paid as a full day. When calculating overtime hours, paid time off, vacation time, sick time, holiday time and 30-minute meal breaks will not be considered.

District Need

- What is the average number of substitute teachers requested?
  Per day? _58_______ Per week? __270______
- What is the district's average fill rate for substitute teachers? ________

Pay Rates

- Please provide your current substitute teacher pay rate:

Teacher:	Full Day: $__200____	Half Day: $__100____
District Retiree Teacher:	Full Day: $__215____	Half Day: $__107.50____
Special Ed Teacher:	Full Day: $__200____	Half Day: $__100____

Qualifications/Licensing

- Does your district accept day-to-day subs with the following licenses?
  - Substitute License/Certificate (If applicable)? YES: x NO: ☐
- Are there any positions that require specific skills and/or qualifications? YES: ☐ NO: ☐
  - (i.e., speech/language pathology positions or male/female PE subs because of locker room arrangements)
  - ____

SECTION 2: SUBSTITUTE PARAPROFESSIONALS

District Need

- What is the average number of substitute paras requested?
  Per day? _________ Per week? _________
- What is the district's average fill rate for substitute paras? _________

Pay Rates and Qualifications

- For each classification of paraprofessional *(General Education, Special Education)* for which your district will be requesting substitutes, please list the type of position, hourly rate, and qualifications required. An example is listed below for you.

Example:

  - *Position Type/Title:* ***Regular Ed Aide***
  - *Hourly rate:* ***$10.00/hour***
  - *Required Qualification:* ***High School Diploma***

Kelly Education pays substitute paraprofessionals/education assistants/aides hourly in accordance with scheduled assignment with applicable lunch deductions.

  - Position Type/Title: ___________________
  - Hourly rate: $______
  - Required Qualification: _________________________

  - Position Type/Title: ___________________
  - Hourly rate: $______
  - Required Qualification: _________________________

  - Position Type/Title: ___________________
  - Hourly rate: $______
  - Required Qualification: _________________________

Break Times

- Deduct a non-duty lunch break time for substitute paras/aides? YES: ☐ NO: ☐
- If yes, what duration of break should be expected?
  ☐30 minutes ☐ 45 minutes ☐ 60 minutes ☐ Other ___________________

Other

- Are there any paraprofessional positions that require special skills or training? YES: ☐ NO: ☐
  - ____
    ____
- Are there any paraprofessional positions that require substitutes to provide personal care to students (i.e., diapering, lifting, etc.)? YES: ☐ NO: ☐
  - ____
    ____

Kelly Education

SECTION 3: LONG TERM SUBSTITUTES

Kelly Education can assist your district with securing long-term substitutes in several ways. Our standard procedure for long term assignments is listed below, but keep in mind we can customize this according to your district preferences. We request information about long term needs 4-6 weeks before the position start date.

District provides Kelly Education with a long-term substitute request, including details on position, qualification, dates, pay, etc.

***If district has already chosen a candidate,** Kelly Education will follow up to start the candidate on the on-boarding process, if he or she is not already signed up with Kelly Education.*

***If district has not already chosen a candidate,** Kelly Education will contact qualified substitutes from the current pool to determine interest and will also advertise/source externally if needed.*

Kelly Education will forward resumes of interested candidates to the school or district.

The school or district will take any additional screening steps they would like to with interested applicants (i.e. interviewing), and then select a candidate.

Kelly Education will work with the school or district to get the assignment submitted on Absence Management

Pay Rates

- Long Term Teacher (Daily Rate): $______
  - How many days is considered long term? _________
  - Long term pay will begin on day 1
  - Additional notes:
    ____
    ____

- Long Term Para (Hourly Rate): $_______
  - How many days is considered long term? _________
  - Long term pay will begin on day 1
  - Additional notes:
    ____
    ____

- Other Long-Term Needs (Rate): $_______
  - How many days is considered long term? _________
  - Long term pay will begin on day 1
  - Additional notes:
    ____
    ____

SECTION 4: DISTRICT/BUILDING CONTACT INFORMATION

- Please list the contact information for the positions identified below.

Title	Name	Phone	Email
Superintendent	Kim Hiel	763-391-7001	HielK@district279.org
Administrative Assistant			
Business Manager			
Human Resources Director			
Accounts Payable			
Invoices Attention To			
Absence Technology Administrator			

- Who would our staffing team communicate with the buildings about substitute requests/scheduling, long term needs, and procedure?

School Name	Secretary	Phone	Email

School Name	Principal	Phone	Email

Kelly Education

SECTION 5: ADDITIONAL INFORMATION

I-9 Forms

- Please provide contact information for the authorized representative who will sign off on new substitute I-9 forms
    - I-9 Contact: ____________________
    - Phone: ________________________
    - Email: ________________________
  - Do you prefer to set a specific time of day/week to sign off on I-9 forms or have substitutes call ahead to schedule a time?
    - Day of Week/Time: ____________________
    - Call Ahead to Schedule: ________________

In order to keep adding new hires to the substitute pool without interruption, we ask for your assistance in signing new substitute I-9 forms during times we do not have a local representative or scheduled event in your area.

Tax Exemption

- Is your school tax exempt? YES: ☐ NO: ☐
    - If yes, please provide your state tax-exempt form

Dress Code

- Kelly Education expects substitute staff to follow a business casual dress code:
    - Men: Khakis or dress slacks are acceptable, with a dress shirt and sweater or sport coat
    - Women: Dress slacks or skirt, suit or dress, with appropriate blouse and sweater or jacket
    - **NOT ACCEPTABLE: Jeans, T-shirts, shorts, halters, sweats, etc. (unless you are in physical education)
- Are there any other instructions regarding dress code in your district that you would like communicated to substitutes?
    - If so, please send us your dress code so we can notify substitutes.

Do Not Hire List

- Is there anyone who should not be hired/activated in your district? Please provide a separate list.

*Best practice for substitutes in your **current pool** who should not be hired by Kelly Education is to send them a notice informing them that they will not be invited to continue subbing with the district.*

Upon receipt of this information by Kelly Education, this document will become a part of your contract agreement. Changes to this document may be submitted to Kelly Education by the district in writing at any time during the term of agreement. Neither the district, nor Kelly Education will alter or amend this document without written confirmation from both parties.

Kelly Services, Inc.	**Osseo Area Schools**
By: ______________________________	By: ______________________________
Name: ____________________________	Name: ____________________________
Title: _____________________________	Title: _____________________________
Date: _____________________________	Date: _____________________________

Kelly Education

EXHIBIT C
PRICING FOR KELLY EDUCATION

1. **Other Services** (Minnesota)

Minnesota Paid Sick and/or Safe Time Ordinance:

a. Kelly agrees to comply with all applicable requirements set forth in the Minnesota Paid Sick and/or Safe Leave Ordinance. The funding associated with compliance under this Agreement is reflected in the markup specified in Exhibit A.

b. Kelly agrees to "grandfather" and honor all verified accrued sick leave hours held by Customer's current substitute employees at the time they transition to Kelly employment. Such balances shall be transferred and made available to the employee under Kelly's applicable policies, unless otherwise mutually agreed.

KELLY SERVICES, INC.	Osseo Area Schools
By: ______________________________	By: ______________________________
Name:______________________________	Name:______________________________
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________

Osseo Area Schools

CONTRACT FOR SERVICE - Addendum

The purpose of this Addendum is to incorporate additional terms and conditions into the Agreement to reflect understandings between the Parties. The Parties agree that the provisions outlined in this Addendum shall be considered an integral part of the Agreement. This Addendum shall be read in conjunction with the Agreement. In the event of any conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall govern.

TERMS & CONDITIONS

1. **Background Check**:
   a. A Contractor that is a sole practitioner and providing services/support to students or performing services when students are present must complete and satisfy an ISD 279 background check prior providing services under this Contract. Compensation or other consideration to the Contractor is contingent upon a criminal background check that is acceptable to ISD 279.

   b. Contractors that are not sole practitioners shall ensure that no employee, agent, or owner will have access to ISD 279 students or property if there is a record of a background check crime defined in Minnesota Statute § 299C.61, Subd.2., a felony, or any other theft as defined in Minn. Stat § 609.52, Subd.2. Contractors will be responsible for conducting background checks pursuant to MN Statute 123B.03 for each of its employees working at schools.

2. **Compliance with Applicable Laws, Regulations, Orders and ISD 279 Policies**: the Contractor certifies that all goods or services furnished under this Contract shall comply with applicable federal, state and local laws and regulations and ISD 279 policies. ISD 279 policies may be found on ISD 279's website.

3. **Contractor Legal Authorization**: Contractor has obtained all necessary licenses or permits required to provide work under this Contract. The Contractor shall provide official copies of such license and/or legal authorization upon request of ISD 279.

4. **Data Practices**
   a. Pursuant to ISD 279's Family Educational Rights and Privacy Act Policy which is consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, the Contractor shall be deemed to be a school official when performing the duties and responsibilities of ISD 279. As such, Contractor certifies and agrees that data created, collected, received, stored, used, maintained, or disseminated by the Contractor complies with the Acts.

   b. Contractor may access student data only if authorized by ISD 279 and such access is necessary to fulfill the provisions of this Contract.

   c. Contractor shall administer any information classified by the Minnesota Government Data Practices Act, Minnesota Statute § 13, as private data on individuals as if Contractor were a government entity. Contractor is subject to the remedies provided by individual data subjects under §13.08.

   d. Contractor shall not sell, share, or disseminate student data, except as provided by Minnesota Statute Chapter §13.32 or as part of a valid delegation or assignment of this Contract with ISD 279. An assignee or delegate that creates, receives, or maintains student data shall be subject to the same restrictions and obligation under §13.32.

   e. Contractor shall not use data for commercial purpose, including but not limited to marketing or advertising. Nothing in this agreement shall prohibit the Contractor's use of deidentified or aggregate information for improving, maintaining, developing, supporting, or diagnosing the Contractor's site, service, or operation.

   f. Contractor must promptly disclose to ISD 279 the discovery or notification of a breach of security that results in unauthorized release, disclosure, acquisition of data, or the suspicion that such a breach may have occurred within twenty-four (24) hours. Contractor shall disclose to ISD 279 all information necessary to fulfill the requirements of Minnesota Statute §13.055.

g. Contractor, including its employees and agents, shall return documents, data, and other information provided by ISD 279 within ten (10) days of Contract completion, termination of Contract, or at the request of ISD 279. In lieu of data being returned, ISD 279 may request that the Contractor destroy and provide evidence of the destruction of documents, data, and other information provided by ISD 279.

h. Generally, information and documentation received by ISD 279 becomes public information and then subject to disclosure upon public data request. The Contractor must identify confidential or proprietary information within their submission; this information could be exempt from disclosure if cited and in compliance with an exempting statute.

5. **Indemnification**: Contractor agrees to release, defend, indemnify, and hold harmless ISD 279, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages or loss was caused by the intentional, willful, or wanton acts of ISD 279. Contractor shall not settle or compromised any claim in which the ISD 279 has been named a party and for which Contractor must indemnify ISD 279 without a signed agreement approved by the ISD 279.

6. **Independent Contractor**: Contractor shall perform duties herein as an independent contractor. Nothing contained in this Contract is intended nor shall it be construed to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of ISD 279. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. The Contractor shall have no authorization, express or implied, to bind ISD 279 to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agent in the provision of staffing services.

7. **Insurance**: ISD 279 does not represent that the required coverage and limits are adequate to protect the Contractor and such coverage limits will not be deemed as limitation of the Contractor's liability to ISD 279 under this Contract. Proof of insurance may be requested at ISD 279's discretion.

a. For contracts exceeding $25,000, the Contractor must carry worker's compensation, general liability, blanket contractual liability, and umbrella insurance appropriate for the scope of work and no less than the amounts outlined below.

Insurance	Description	Coverage	Aggregate
worker's compensation	MN Statutory Requirement for Employer's	$500,000/$500,00/$500,000	n/a
comprehensive general liability	bodily injury; property damage; combined single limit	$1,500,000 each occurrence	$2,000,000
blanket contractual liability	bodily injury; property damage; combined single limit	$1,500,000 each occurrence	$3,000,000
	personal injury, with employment exclusion deleted	$1,500,000 each occurrence	$3,000,000
Umbrella liability	bodily injury; property damage; combined single limit	$5,000,000 each occurrence	$3,000,000

b. Contractors, including their employees and agents, are strictly prohibited from transporting students or staff in a personal or company vehicle under any circumstances. Accordingly, automobile insurance is not required unless the scope of work involves driving on behalf of ISD 279. If driving is a required component of the contracted services, the Contractor must maintain automobile liability insurance with a minimum coverage of $1,500,000 per occurrence and $3,000,000 aggregate. For the avoidance of doubt, no Assigned Employees shall be requested or required to drive within the scope of their assignment. Contractor's automobile insurance is applicable to Contractor owned, leased or rented vehicles only.

8. **Non-Appropriation** Financial obligations of ISD 279 payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise may available. If this Contract is funded in whole or in part with federal funds, ISD 279's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

9. **Non-Discrimination**: During the performance of this Contract, the Contractor shall not unlawfully discriminate against an employee, applicant for employment, or any student or employee of ISD 279 because of race, color, creed, religion, gender, national origin, disability, age, marital status, public assistance status or citizenship status. The Contractor will take action to ensure that its applicants are employed and that employees are treated during employment without unlawful discrimination. The Contractor shall also comply with any applicable federal or state laws regarding non-discrimination.

10. **Prohibition Against Conflict of Interest and Collusion**: Any employee or any official of ISD 279, elected or appointed, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to or from any person, partnership, firm, or corporation offering, submitting pricing for, or in open market seeking to make sales to the ISD 279 shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment of a fine in accordance with state and/or federal laws.

11. **Records Disclosure and Retention**: Contractor's books, records, documents, papers, accounting procedures and practices and other evidence of the disbursement of public funds under this Contract are subject to the examination, duplication, transcriptions and audit by ISD 279 and the Minnesota State Auditor, in accordance with Minnesota Statute § 16C.05, subd. 5. Such data are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such data for a period of six (6) years from the date of service or payment last provided or made, or longer if any audit in progress requires a longer retention period.

12. **Respectful Workplace:** Pursuant to ISD 279 Board Policy 102, contractors are expected to: conduct themselves in a manner that demonstrates respect for others in the workplace and public service environment; use informal means to address issues with the individual(s) involved whenever possible; participate fully and in good faith in any informal resolution process or formal complaint and investigative process for which they may have relevant information; and report incidents that may violate this policy in accordance with processes identified by the agency.

13. **Signatures, Modifications, and Communication**:
    a. NO WORK SHOULD BEGIN UNDER THIS CONTRACT until authorized signatures have been obtained or the Contract has been authorized by ISD 279 School Board. This Contract is the complete and final statement of the agreement. Previous proposals, negotiations, and representations, whether oral or in writing, are superseded by this Contract.

    b. This Contract shall not be binding until signed by authorized parties. If any modifications, amendments, or alterations are made to the terms and conditions of this Contract after it has been signed by ISD 279 but before it is signed by the other party, such changes shall render signature by authorized ISD 279 personnel null and void and this Contract shall be considered unenforceable unless re-signed by ISD 279. This Contract can only be modified through an addendum executed by both parties.

    c. Notices, requests, and other communications that a party is required or elects to deliver shall be in writing, delivered personally, electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail (first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

14. **Survivability**: The Contractor has a continuing obligation after the Contract term to comply with provisions, representations, and warranties of this Contract intended for ISD 279's protection, benefit, or that by its sense and context is intended to survive the completion, expiration, or termination of this Contract.

15. **Suspension and Debarment**: Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify ISD 279 if it becomes debarred or suspended during the term of this Contract. ISD 279 may immediately terminate this Contract in the event of such termination or suspension. Contractor shall be responsible for any costs incurred by ISD 279 in connection therewith.

16. **Tobacco and Chemicals**: Contractor and its employees or agents shall not possess or use tobacco or other chemicals prohibited by policy 921 and 922 while on ISD 279 property. These substances may include, but not be limited to, alcohol, tobacco, cannabis, vaping, and illicit drugs.

17. **Tax Exempt Status**: ISD 279 is exempt from paying Minnesota sales and use tax on certain purchases, as provided in Minnesota Statute § 297A.70. Contractor shall not charge ISD 279 for such sales and use tax. Contractor shall be responsible for the payment of all sales tax to the Minnesota Department of Revenue.

18. **Termination of Contract:**
    a. ISD 279 may terminate this Contract immediately in whole or in part for cause if contractor does not adhere to a term under this Contract, becomes insolvent or files for bankruptcy protection.

The parties, by signing, warrant that they have reviewed and agree to all terms incorporated in this Contract and they are duly authorized by law to execute this Contract, intending to be legally bound thereon.

Signature from Authorized Contractor/Officer – must also include date, printed name, and title.

Signature from Authorized ISD 279 Officer - must also include date, printed name, and title.