

Educational Staffing Services Master Agreement

- ☐ 2 Party Agreement between EDUStaff and School District
- ☒ 3 Party Agreement between EDUStaff, Intermediate School District and Constituent School District(s)

THIS AGREEMENT ("Agreement") is entered into and made effective April 1, 2025, between EDUStaff, LLC ("EDUStaff"), a Michigan limited liability company with its principal place of business located in Grand Rapids, Michigan and Kent Intermediate School District ("Client"), with its principal offices in Grand Rapids, Michigan, (along with the constituent school districts that executed this Agreement in Exhibit C if Three Party Agreement) (collectively, the "Parties").

RECITALS

WHEREAS, EDUStaff is a private company engaged in the business of providing educational staffing services to educational institutions, with the resources, expertise, training, capacity and qualifications to perform the services contemplated under this Agreement;

(3 Party Agreement) WHEREAS, Client is an intermediate school district authorized under the Revised School Code, MCL 380.1 *et seq*, to enter into independent contractor agreements with other public or private entities to carry out Client's general powers and functions; and "Constituent Districts" are school districts authorized under the Revised School Code, MCL 380.1 *et seq*, to enter into agreements with other public or private entities for the purpose of securing independent contractors to carry out their general powers and functions;

(2 Party Agreement) WHEREAS, Client is a Public School District authorized under the Revised School Code, MCL 380.1 *et seq*, to enter into agreements with other public or private entities for the purpose of securing independent contractors to carry out their general powers and functions;

WHEREAS, Client wishes to retain EDUStaff to provide educational services to Client and the Constituent Districts, as set forth in Section 2 (Description of Services) and Exhibit A (Scope of Services).

NOW, THEREFORE, EDUStaff, Client and the Constituent Districts agree as follows:

SECTION 1: RELATIONSHIP OF PARTIES

A. DEFINITION OF CLIENT & SUPPLIED STAFF

The term "Client" refers to the educational institution listed above, and collectively, any additional participating Constituent District that (1) engages the services that EDUStaff is providing to the educational institution; and (2) signs Exhibit C, thereby acknowledging and accepting the terms of this Agreement. The Parties acknowledge and agree that Kent Intermediate School District and the constituent districts being collectively referred to as "Client" is merely for ease of reference within this Agreement, and each district has an independent obligations and responsibilities under this Agreement's (or any related agreement's) terms. Notwithstanding any other provision of this Agreement, Kent Intermediate School District and the constituent districts shall each be individually responsible for complying with their own obligations under this Agreement, including but not limited to with regard to payment,

and neither Kent Intermediate School District nor any of the constituent districts shall be liable or otherwise held responsible for another district's acts, omissions, or defaults under this Agreement.

The term "Supplied Staff" refers to the EDUStaff employee(s) or subcontractors whom EDUStaff has assigned to perform services for Client under this Agreement.

B. RELATIONSHIP BETWEEN CLIENT AND EDUStaff

EDUStaff will act solely as an independent contractor retained by Client to perform the educational services identified in this Agreement. Nothing in this Agreement shall create or imply an agency relationship between EDUStaff and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the Parties. EDUStaff is the sole employer of Supplied Staff and Client shall not be deemed or considered to be an employer or joint employer of Supplied Staff for purposes of any services performed pursuant to this Agreement. EDUStaff will furnish all labor necessary to perform the work described in this Agreement, and shall solely control the means, manner and method of performance. Should Client have any issues or concerns with Supplied Staff or the services they provide, Client shall have the right to notify EDUStaff of those issues or concerns and make recommendations or suggestions to resolve them. EDUStaff, however, exclusively retains all rights and responsibilities inherent in the employment relationship, including but not limited to, the right to hire, fire, discipline, supervise and otherwise control the terms and conditions of employment. EDUStaff also has sole responsibility for payment of wages and benefits, withholding and payment of any applicable local, state or federal taxes, payment for Workers' Compensation protection, unemployment insurance taxes and other employer obligations. Should any individual or entity assert a claim against Client for any liability associated with Edustaff's employment of the Supplied Staff, including, but not limited to payment of salaries, wages, benefits, payroll or other taxes related to Supplied Staff during the time they were employed by EDUStaff, or should Supplied Staff assert a claim for harassment, discrimination, or retaliation arising out of Supplied Staff's removal from providing services to Client becomes aware of the claim, Client shall, within a reasonable time after Client becomes aware of the claim, notify EDUStaff, and EDUStaff shall defend the Client at its sole expense, and shall indemnify Client against any and all liability or damages associated with any such claim.

Nothing contained in this Agreement is intended to establish an exclusive relationship between EDUStaff and Client.

C. RELATIONSHIP BETWEEN EDUStaff AND SUPPLIED STAFF

EDUStaff will be the sole employer of Supplied Staff, who are "at will" employees of EDUStaff. EDUStaff will assign Supplied Staff to perform the services described in Exhibit A for Client in accordance with the terms of this Agreement. EDUStaff shall have sole and exclusive responsibility for the following costs and charges attributable to the Supplied Staff:

- a) All wage payments
- b) All applicable state and federal employment taxes and costs
- c) All applicable premium costs for insurance coverages and programs applicable to Supplied Staff
- d) All expenses incurred by Supplied Staff.

D. RELATIONSHIP BETWEEN CLIENT AND SUPPLIED STAFF

While providing services to Client, Supplied Staff shall be deemed employees of EDUStaff and shall be managed and controlled by EDUStaff as their employer. EDUStaff's Supplied Staff are not eligible for any Client wages, benefits or contract privileges, nor are they covered by laws or programs applicable exclusively to public school employees, including but not limited to the Michigan Teacher Tenure Act, the Michigan Public School Employees Retirement System, or the Revised School Code. Furthermore, Client may not directly pay, compensate or promise any

remuneration to Supplied Staff. Supplied Staff may not receive mileage, conference fees, training expenses, or other similar expenses from Client. Client has the right to remove an EDUStaff employee or Supplied Staff who violates the Client's policies, rules and/or procedures from the Client's premises and/or from the Client's school activities. If Client chooses to utilize Supplied Staff in a capacity for which the individual is not approved by EDUStaff, Client automatically accepts any liability arising in whole or in part from Supplied Staff's performing such functions, and Client will hold harmless EDUStaff from any claims arising therefrom including actual attorney fees.

EDUStaff's employees and agents shall not be considered agents or employees of Client for any purpose and no such employees or agents are entitled to any of the rights, compensation or other benefits which Client may provide its own employees or which Client may be obligated to provide under Section 1236 of the Revised School Code.

E. PLACE OF WORK

Client shall provide sufficient workspace and a safe working environment for Supplied Staff to allow the successful performance of services by EDUStaff's Supplied Staff. Client will provide EDUStaff with information about, and copies of, any policies or procedures with which Supplied Staff will be expected to comply.

SECTION 2: DESCRIPTION OF SERVICES

A. PERFORMANCE OF SERVICES

EDUStaff will provide the educational services described in Exhibit A (Scope of Services) for the pricing described in Exhibit B (Pricing). Either EDUStaff or Client may propose a change to Exhibit A or B, or propose additional document(s) to be included as exhibits to this Agreement. Any such modifications(s) must be mutually agreed upon in writing between the Parties prior to implementation.

EDUStaff will recruit, screen/interview, select, hire and assign qualified employees to provide services to Client under this Agreement. Supplied Staff assigned by EDUStaff to perform services under this Agreement for the Client shall, where applicable, be fully certified, licensed, approved and otherwise qualified to perform the functions assigned to and in conformance with the provisions of Michigan law, including but not limited to the Michigan Revised School Code and the Michigan Teacher Certification Code. EDUStaff warrants that Supplied Staff have completed EDUStaff's screening and formal training process, provided required employment documentation and fulfilled certification requirements for applicable positional placements. EDUStaff will not furnish any personnel to the Client who would be ineligible for employment by the Client if that person were instead employed directly by the Client under the above laws and statutes.

EDUStaff agrees that it will require Supplied Staff to comply with Client's policies and procedures that are communicated to the Supplied Staff to the extent applicable to the performance of services under this Agreement including policies regarding non-discrimination; sexual harassment; corporal punishment; child abuse and neglect reporting; confidentiality of student records; administration of medication of pupils; disability accommodation; communicable diseases; blood borne pathogens; alcohol and controlled substances; electronic communications and copyright. Client will provide EDUStaff and Supplied Staff a copy of the applicable policies. In the event Supplied Staff is alleged to have violated Client policy, Client will immediately notify EDUStaff and EDUStaff will promptly investigate and take appropriate action. Nothing in this Agreement prevents Client from barring Supplied Staff from the premises or requesting EDUStaff to remove Supplied Staff; however, Client's right to determine who is permitted on its property shall not affect EDUStaff's sole discretion to hire, assign, reassign, discipline and/or terminate Supplied Staff.

B. CRIMINAL BACKGROUND CHECKS

Pursuant to the requirements of Sections 1230 and 1230a-h of the Revised School Code, and as authorized by Section 1236a(2)(e) of the Revised School Code, EDUStaff shall cooperate fully with the Client to ensure that a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation, has been conducted with regard to all persons assigned by EDUStaff under this Agreement to work in any of the Client's facilities or at program sites where the Client delivers educational programs and services. EDUStaff shall ensure that all individuals it may assign under this Agreement take all necessary steps of filling out all necessary paperwork and paying all necessary fees (for the background checks, fingerprinting, and ICHAT checks), to comply with Sections 1230 and 1230a-h of the Revised School Code, and any record keeping requirements of the Michigan State Police.

EDUStaff will provide an electronic system for Client to "green light/red light" eligible contracted staff. EDUStaff will comply with this system as part of assigning any contracted staff under this Agreement. Client shall ensure that the individual has completed all applicable necessary "CHRI" requirements contained within Sections 1230 and 1230a-h of the Revised School Code. Client shall not "green light" any contracted staff for EDUStaff if such person has been convicted of any of the following offenses:

- (a) Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722;
- (b) Any offense enumerated in Sections MCL 380.1535a or 380.1539b of the Revised School Code, MCL 380.1535a; 380.1539b;
- (c) Any felony. Provided, that with prior written approval of the Superintendent and of its Board of Education an individual who has been convicted of a felony (other than a "listed offense" as defined above) and who is regularly and continuously providing services under this Agreement at the Client facilities or program sites may be permitted to perform such services when, in the judgment of the Superintendent and Board of Education, that individual's presence will not pose a danger to the safety or security of the Client's students or employees;
- (d) Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Sections 1230(10) and 1230a(8) of the Revised School Code; or
- (e) Any offense of a substantially similar enactment (to those enumerated in A-D, above) of the United States or another State; or (f) any other offense that would, in the judgment of the Client, create a potential risk to the safety and security of students serviced by the Client or employees of the Client.

C. COOPERATION WITH MPSERS REPORTING

To enable Client to comply with its reporting obligations under the Michigan Public School Employees Retirement Act (known as "MPSERS"), EDUStaff (1) shall promptly notify Client in writing when EDUStaff becomes aware that a Supplied Staff member is a retiree entitled to MPSERS benefits; and (2) shall provide information on a pay period basis regarding any such individual's wages or amounts paid and hours of service under this Agreement, as necessary for Client to report on a schedule and in such manner as may be determined from time to time by MPSERS. In order to comply with this obligation, EDUStaff shall ask Supplied Staff whether they are retirees who now or in the future will be entitled to benefits under MPSERS. Neither Client nor EDUStaff shall be held liable for any false answers provided by the individual employee, so long as Edustaff has performed its duty to reasonably investigate. To the extent permitted by law, Client will not seek indemnification from EDUStaff for any liability it may incur under MPSERS for false information provided by Supplied Staff to EDUStaff or Client or both.

D. PERFORMANCE & INFORMATIONAL SHARING GUARANTEE

EDUStaff agrees that the Supplied Staff will perform all required services in a manner consistent with generally accepted proficiency and competency for the type and nature of services rendered. The Client shall communicate promptly to EDUStaff any performance failure, and EDUStaff will make every reasonable effort to address all issues

within ten business days. Any issues that are unresolved to Client's satisfaction within ten days shall allow client to terminate this Agreement.

In the event this Agreement is terminated between the Parties, to the extent allowed by law, EDUStaff shall supply to Client any information about the Supplied Staff that Client may require to properly execute any remaining state reporting requirements and that Client may require to transition to a successor contracting supplier.

E. AFFORDABLE CARE ACT

EDUStaff and Client agree that EDUStaff is intended to be the common law employer of Supplied Staff for purposes of the Patient Protection and Affordable Care Act of 2010, as amended, and its implementing regulations and regulatory guidance ("Affordable Care Act"). (

(This paragraph does not apply to Classroom-based Substitute Staff.) Edustaff limits all Supplied Staff to a 29 (twenty-nine) hour work week. Client may request Supplied Staff to perform hours in excess of 29 (twenty-nine) hours per week, but this may potentially result in an assessable payment under Section 4980H of the Internal Revenue Code imposed on Edustaff or Client. If an assessable payment under Section 4980H of the Internal Revenue Code is imposed on Edustaff on behalf of Supplied Staff, Edustaff will invoice Client for the amount of the assessable payment.

SECTION 3: TERM, SUPERSEDEENCE, TERMINATION & RENEWAL OF AGREEMENT

This Agreement shall commence on the Effective Date identified in the first paragraph of this Agreement and remain in full force through June 30, 2028, unless terminated earlier as provided for in this Section.

This Agreement shall supersede and replace any 2 Party Agreement in place between EDUStaff and the ISD or any Constituent School District that is already enforce.

Either party may terminate this Agreement for any reason or for no reason upon sixty (60) days written notice to the other party. In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement immediately by giving written notice of termination to the breaching party, so long as it previously notified the breaching party in writing of the nature of the breach and the breaching party failed to cure the same within fifteen (15) days. In the event of termination, Client will pay EDUStaff for all of the work performed up to the date of termination. Provisions in this Agreement related to indemnification, insurance, liability, confidentiality, and intellectual property shall survive any termination of the Agreement.

Both Parties may agree to extend this agreement with a simple extension addendum identifying this agreement, the Parties, it's termination date with a new term referring to the other terms of this Agreement.

SECTION 4: INVOICE AND PAYMENT

A. AMOUNT OF SERVICE FEES

Client will pay EDUStaff for the services provided under this Agreement, as specified in Exhibit B (Pricing).

B. INVOICE PROCEDURES AND PAYMENT OF SERVICE FEES

EDUStaff shall invoice Client bi-weekly for all applicable charges for the billing period. The invoice shall, itemize the service rendered and the dates of service. These invoices shall be emailed to the Client-designated contact by Tuesday noon following the applicable billing period. The invoice shall be in the form of a "PDF" document for auditing and an "Excel" document for internal accounting integration. The invoices shall contain the information and

detail reasonably required by Client to determine the invoices are accurate and to satisfy reasonably prudent auditing and accounting practices.

Client agrees to pay all undisputed invoices (as billed and/or approved) via ACH bank transactions initiated by EDUStaff prior to the close of business on the first Wednesday following the date of invoice. Any mutually agreed upon adjustments to an invoice will be applied in the next invoice cycle. In the event of a non-funded or rejected ACH transaction, EDUStaff reserves the right to require a same day payment in the form of a wire transaction from the Client. In the event of chronic non-funded or late transactions (defined as three or more instances in any given school year), EDUStaff may declare a material breach of this Agreement and terminate the Agreement. All unpaid invoices and all charges for services provided and not yet invoiced shall become due and payable.

SECTION 5: LIABILITY, INSURANCE AND INDEMNITY

A. LIABILITY

EDUStaff shall indemnify, defend and hold harmless the Client, its board members, officers, directors, employees and agents ("Indemnified Parties"), from and against all liability, damages, fines, causes of action, losses, costs or expenses (including attorney fees) arising from the actions or omissions by EDUStaff, its agents or employees (inclusive of Supplied Staff). In the event liability is incurred by Client in part from the acts or omissions of EDUStaff, its agents or employees, EDUStaff will be responsible for payment of its proportionate share of the damages and attorney fees in proportion to the respective percentages of fault giving rise to such liability. For claims under Michigan and federal civil rights statutes, if Supplied Staff is alleged to have harassed or discriminated against a student, staff member, or other member of Client's school community, and if a legal claim is asserted against the Client or the Indemnified Parties, EDUStaff will indemnify, defend, and hold harmless Client and the Indemnified Parties. This indemnification duty applies to all claims in which alleged harassment or discrimination was committed by Supplied Staff.

EDUStaff is responsible for the payment of all taxes that are payable as the employer or contractor of Supplied Staff. EDUStaff further agrees to indemnify and hold harmless the Client for any liability with the Internal Revenue Service or any State tax agency, as well as local laws and regulations regarding the payment of such taxes on wages paid its employees, including, but not limited to, withholdings for FICA, Medicare, Social Security and income tax. EDUStaff shall indemnify and hold harmless Client and its officers, directors and employees for any claims brought or liabilities imposed against Client, including claims related to workers' compensation, wage and hour laws, employment taxes and benefits. Client shall make reasonable efforts to notify EDUStaff when any such claim has been asserted against Client and Client becomes aware of the applicability of this paragraph. Failure of Client to notify EDUStaff within a reasonable period of time of any such claims shall, to the extent permitted by law, which Client represents may be limited, release EDUStaff from any liability that it may otherwise incur under this paragraph providing that the delay caused material prejudice to EDUStaff or disallowed EDUStaff to rectify such action. Client may be held liable for damages that result from the acts or omissions of the Client/ its authorized agents.

Nothing in this Agreement shall be construed as accepting any liability by, or imposing any liability on, any person in his or her individual capacity no matter the position or title held by such person, except as provided by law.

B. INSURANCE

EDUStaff shall procure and maintain insurance coverage throughout the term of the Agreement as follows with insurer(s) with an A.M. Best rating of "A" or greater:

- **General Liability Insurance** in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.

- **Sexual Misconduct Liability** in an amount not less than Three Million Dollars (\$3,000,000) on a claims-made (per victim) basis and Three Million (\$3,000,000) aggregate.
- **Umbrella Liability Insurance** in an amount not less than Five Million Dollars (\$5,000,000) per single occurrence and aggregate over the underlying coverages of General Liability and Workers Compensation Insurance.
- **Employment Practices Liability Insurance** in an amount not less than One Million Dollars (\$1,000,000) per single occurrence and aggregate.
- **Commercial Automobile Liability Insurance** in the amount not less than One Million Dollars (\$1,000,000) covering vehicles owned or leased by EDUStaff and used by Supplied Staff.
- **Workers' Compensation Insurance** from a licensed insurance carrier or approved self-funded claims pool in accordance with and approved by the State of Michigan, and with limits and coverages consistent with applicable statutory requirements. Edustaff shall include a waiver of subrogation on the Workers Compensation Insurance policy.

Client shall procure and maintain in effect throughout the term of the Agreement:

- **General Liability Insurance** in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
- **Commercial Automobile Liability Insurance** for not less than One Million Dollars (\$1,000,000).

In the event EDUStaff neglects or fails to procure and maintain any of these coverages during the term of this Agreement, EDUStaff will hold harmless Client and/or the Indemnified Parties from any claims, liability, and other damages including actual attorney fees that Client and/or the Indemnified Parties may incur as a result of the failure to obtain such coverage. In the event Client neglects or fails to procure and maintain any of these coverages during the term of this Agreement, to the extent permitted by law, Client will hold harmless Edustaff from any claims, liability, and other damages including actual attorney fees that Edustaff may incur as a result of the failure to obtain such coverage.

EDUStaff's general liability, sexual misconduct liability and employer practices liability insurance policies shall contain an endorsement naming the Client as an additional insured, and such insurance shall be primary concerning the acts/omissions of EDUStaff or its Supplied Staff. Edustaff shall notify the Client in writing at least thirty (30) days in advance of any change or cancellation of the policies. EDUStaff shall provide annually, or upon request, an updated insurance certificate containing coverage categories, limitations, additional insured, policy numbers, coverage dates and underwriting insurance carriers.

Client shall not request or allow Supplied Staff to operate or use a vehicle while performing services for Client, including but not limited to transporting items or transporting students or Client employees, without providing Client-owned or leased vehicles where Client's insurance becomes primary.

SECTION 6: INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

A. EDUSTAFF'S INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

All EDUStaff procedures and process materials are deemed Intellectual Property and/or Confidential Information if identified as "Intellectual Property" or "confidential information." These materials are inclusive of,

but not limited to, training materials, process maps and secondary vendor interface procedures. Any documents, whether electronic or otherwise, produced by Supplied Staff while on assignment with the Client is deemed to be the property of the Client and Client shall have rights to use such documents indefinitely.

All information relating to or owned by EDUStaff which is clearly marked as confidential or intellectual property shall be held in confidence by Client and will not be disclosed to any third party or used by Client, except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement, or as may be required by law. EDUStaff acknowledges Client's obligation to comply with the Michigan Freedom of Information Act and other similar disclosure laws which may affect the ability to withhold Intellectual Property and Confidential Information. Should Client determine that it may be legally obligated to disclose EDUStaff's Intellectual Property or Confidential Information, Client shall provide notice to EDUStaff, if reasonably possible, at least three (3) business days in advance of producing any such Intellectual Property or Confidential Information.

Client's obligation of confidentiality extends for a period of twelve months after the termination of this Agreement. Protection by the client does not apply to information or documents that are independently developed by Supplied Staff in the course of his/her work for Client, which shall be deemed works made for hire and shall become property of the Client, or information which lawfully becomes part of the public domain, or information which the Client gained knowledge or possession outside of any disclosure by or on behalf of EDUStaff. After the termination of this Agreement, EDUStaff may submit a written request to Client for the return of EDUStaff's confidential information or intellectual property, not owned by Client or for which Client has no other right or obligation to retain. Client will honor that request within 10 business days of the date the request was made unless otherwise prohibited by law.

B. CONFIDENTIAL STUDENT INFORMATION

EDUStaff understands that, in connection with the services provided to Client and to the extent permitted by law, Supplied Staff may have access to confidential student records, including records protected under the Family Educational Rights and Privacy Act ("FERPA") and the Individuals with Disabilities in Education Act ("IDEA"). EDUStaff acknowledges that any such records will remain under the exclusive control of Client, and will only be disclosed to EDUStaff (or other Supplied Staff) as permitted by law. EDUStaff further acknowledges that, with respect to confidential student records, EDUStaff (and Supplied Staff) are subject to the same laws and regulations governing use and re-disclosure of confidential student records as Client and EDUStaff will comply with such laws and regulations.

The parties acknowledge and agree that EDUStaff (and Supplied Staff) may be subject to penalties for unauthorized disclosure or misuse of confidential student records under applicable law, including but not limited to a prohibition against EDUStaff (or Supplied Staff) from accessing confidential records for a defined period of time. Any such prohibition would constitute a material breach of this Agreement by EDUStaff. EDUStaff agrees to indemnify and hold harmless Client from any and all liability arising out of EDUStaff's failure to comply with the requirements of this Section 6(B).

SECTION 7: LEGAL COMPLIANCE

EDUStaff will comply with all federal, state and local laws applicable to EDUStaff, including but not limited to, the Michigan Payment of Wages and Fringe Benefits Act, the Fair Labor Standards Act, the Immigration Reform Act, non-discrimination laws, and all other applicable laws pertaining to the services provided under this Agreement.

EDUStaff will not discriminate against any applicant. The Parties will not discriminate against Supplied Staff with respect to hire, assignment, or other terms or conditions of employment on the basis of race, color, sex, religion, national origin, pregnancy, age, height, weight, disability, marital status, veteran status, genetic information, sexual

orientation and/or gender identity or expression, or any other characteristic protected by state or federal law. The parties further agree that they will not discriminate against any student or recipient of services under this Agreement due to race, color, sex, religion, national origin, pregnancy, disability or any other characteristic protected by state or federal law. Any breach of this Section will be considered a material breach of the Agreement.

SECTION 8: MISCELLANEOUS

A. ASSIGNMENT

Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party. This Agreement shall inure to the benefit of, and be binding upon, the Parties, including their respective legal representatives, successors and assigns. EDUStaff engages secondary vendors to supply certain third party services, such as training and payroll software and services. Utilizing such services is not an “assignment” of this Agreement.

B. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed in all respects by Michigan law.

C. SEVERABILITY

If any provision of this Agreement is invalid or unenforceable, that provision will be enforced to the extent that it is valid and enforceable, and all other provisions of this Agreement shall remain in full force and effect.

D. FORCE MAJEURE

Neither Party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed Party's reasonable control, which may include without limitation fire, natural disaster, earthquake, war, act of terror, accident or other acts of God.

E. NO WAIVER; MODIFICATION

The waiver by any Party of any breach of this Agreement will not be construed to be a waiver of any succeeding breach. All waivers must be in writing, and signed by the Party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the Parties hereto.

F. NOTIFICATION

All notices, consents, approvals, requests and other communications (collectively referred to as “Notices”), required under this Agreement shall be in writing, signed by an authorized representative of EDUStaff or Client and mailed by certified or registered mail, return receipt requested, hand delivered, sent by overnight courier or sent by facsimile or electronic mail transmission to the other Party as set forth below:

First Class Mail: or
Attn: Business Services
Edustaff, LLC
4120 Brockton Drive SE, Suite 200
Grand Rapids, MI 49512

Email (with receipt acknowledgement)
contact@edustaff.org

All Notices to Client shall be directed to the Superintendent or his/her designee as communicated to EDUStaff in writing, at Client's administrative office.

Unless otherwise provided in this Agreement, all Notices shall be deemed served upon the date of hand delivery, the day after delivery by overnight courier, the date of transmission by facsimile or electronic mail, or two (2) days after mailing by registered or certified mail or the earliest of any combination of these. Any Party may, by Notice given under this Agreement, designate any additional or different addresses or recipients to which subsequent Notices should be sent.

G. TAXES

Any taxes and/or fees that arise out of EDUStaff's performance of the Services hereunder shall be the responsibility of EDUStaff.

H. THIRD PARTY BENEFITS

This Agreement is intended solely for the mutual benefit of the Parties hereto and is not intended to benefit any other person or entity. The Parties expressly agree that no other person or entity is a third party beneficiary under this Agreement.

I. ENTIRE AGREEMENT

This Agreement (which includes Exhibits A, B), (and C for 3 Party Agreement), constitutes the entire agreement between the Parties with respect to the Agreement's subject matter, and supersedes all prior agreements, proposals, responses to requests for proposal, negotiations, representations or communications relating to the subject matter. Both Parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

Client: **Kent Intermediate School District**

By: _____

Name: _____

Its/Title: _____

Date: _____

EDUStaff, LLC:

By: _____

Name: Derel Vogel

Its/Title: Chief Executive Officer

Date: _____

Exhibit A: SCOPE OF SERVICES

Client and Edustaff accept and agree to the responsibilities outlined in this Exhibit A.

EDUStaff agrees to:

- Source, screen/interview, select, hire, retain, assign, and supervise qualified individuals to perform the services. It is the intent of the Parties that the Client shall have no employment responsibilities, including employment supervisory responsibility, for EDUStaff employees assigned to the Client.
- Perform all duties of the employer, including, but not limited to, making all wage payments to and applicable wage deductions for and on behalf of EDUStaff's employees and agents providing services under this Agreement, as specified previously in this Agreement. It is the intent of the Parties that EDUStaff shall be the sole employer for all individuals assigned to the Client pursuant to this Agreement.
- Assist the Client as necessary to ensure that Criminal History and Criminal Record Checks – Electronic Fingerprint Scan (Michigan and FBI) in accordance with Sections 380.1230, 380.1230a-h and 380.1236a of the Michigan Revised School Code, are conducted. EDUStaff shall ensure that all individuals assigned under the Agreement have completed the necessary background checks. EDUStaff shall require any employees assigned to the Client to comply with the reporting requirements of Section 1230d of the Revised School Code, and shall immediately forward any information so obtained to the Client.
- Conduct employment reference checks of potential individuals dedicated to provide services to the Client. Such reference checks will meet or exceed the standards required under 380.1230b of the Michigan Revised School Code. EDUStaff shall alert the Client to any adverse results prior to assigning EDUStaff employees to perform their duties at the Client.
- Review and verify education/degree/qualifications and certification/permit status, as applicable.
- Provide an electronic Registry of Educational Personnel (REP) file for district submission
- Manage all substitute information in the Absence Management System
- Provide any non-positional necessary training, including, but not limited to, training necessary to perform the duties required herein, such as training in Laws related to the performance of their duties (child protection law reporting requirements, etc.), training in Bloodborne Pathogen and Hazardous Communication, and any other necessary non-positional training.
- Be responsible for any claims for workers' compensation benefits or personal injury claims for job-related bodily injury or death asserted against the Client by any EDUStaff employees or, in the event of death, by their personal representatives, as previously noted. Client agrees to assist with initial injury reporting.

(If EDUStaff is providing Substitute Teacher Services):

- Regarding substitute services, EDUStaff will conduct substitute orientations periodically and will furnish Client and school specific information to its substitutes, when provided to EDUStaff, by the Client.
- Regarding substitute teachers, EDUStaff will secure Michigan Department of Education substitute teacher permits as required under 380.1233(6) and Part 4 of the Teacher Certification Code.

- Regarding substitute services, EDUStaff will provide itemized invoices to the Client. Invoices shall include job number, person for whom the substitute was secured, the number of hours/days worked and the total amount owed to EDUStaff.
- Perform all duties require pursuant to this Agreement, and any other duties which may be necessary to ensure full performance of the substitute services required by this Agreement.

(If 3 Party Agreement) ISD/ESA/RESA agrees to:

- Facilitate contract distribution and execution to constituent school districts (locals)
- Provide meeting space for “locals” concerning implementation and ongoing aggregate training meetings
- Provide meeting space for systematic orientation meetings for substitute pools
- Systematize and manage a single source for CHRI and certain substitute permits

District agrees to:**Initial startup:**

- Attend initial EDUStaff implementation meeting and subsequent payroll/ process training meeting and provide all appropriate Client contact information necessary to carry out Scope of Services
- Provide a list of current Client employees or providers who are being terminated/removed in favor of the contracted services being provided by EDUStaff
- Provide EDUStaff with a copy of all policies and procedures that will apply to Supplied Staff in the performance of services to Client
- Provide appropriate meeting space and technology access for Client training and contracted staff orientation meetings

Communications & Material:

- Supply informational material or appropriate access to information to all Supplied Staff, as deemed fit by client in order for successful execution of required tasks, such as building or assignment orientation, emergency procedures, etc.
- Promptly contact EDUStaff in the event any EDUStaff employee or Supplied Staff violates any policy or procedure of Client, Supplied Staff accidents and injuries
- Allow for EDUStaff onsite performance evaluations and mediate parental/student interaction with EDUStaff

Information Flow Controls:

- Follow procedures as outlined by “Payroll Timeline Document”
- Annually review with EDUStaff policies and rates prior to August 1st for local competitiveness and trends
- Manage and systemize all non-substitute information and controls in the automated dispatch system

Payment of Services:

- Complete ACH Authorization Form provided by EDUStaff
- Provide for and assist with same day wire resolution on failed ACH transactions
- If applicable, reconcile absences in dispatch system to include proper assigned pay codes for stair step rates and long term assignments on a timely basis as outlined by the “Payroll Timeline Document”

Exhibit B: PRICING

Employee Class: (if contracted)	<u>Contract Rate of Gross Wage</u>
Classroom-based Substitute Staff	18.6 %
All Others (not listed below)	17.6 %
Salary Administrators (Full Time*)	13.6 %
*Full Time per the U.S. Department of Labor Earning Threshold	

Worker's Compensation Class Rates:	<u>W/C Rate Factor</u>
Food Service / Table-Side Lunchroom Aides	+2 %
Event Materials Handling / Aquatic / Security	+3 %
Maintenance / Custodial / Mechanical	+6 %

Simple Pricing: No Enrollment Fees, Price Escalators, Payroll Charges, or Deposit Requirements

ESTA: The new Earned Sick Time Act (ESTA) shall be paid as gross wage and subject to assigned contracting rates. EDUStaff employee eligibility for ESTA will be determined based on employment type as follows:

- Non-scheduled employees (e.g., substitute teachers, substitute paraprofessionals, and other substitute support staff) are those who have the flexibility to choose whether or not to work on any given day. They are not required to report to work regularly and are not subject to adverse action for non-activity. These employees will be considered exempt from ESTA.
- Scheduled employees are those who are placed in long-term roles, serve as permanent or building substitutes, or otherwise lack complete discretion over their schedule or how often they work. These employees are eligible for ESTA accruals.

EDUStaff reserves the right to amend, modify, or update its Earned Sick Time policy at any time, in accordance with applicable federal, state, and local laws. This includes the right to make changes based on any subsequent legal interpretation of ESTA's requirements as well as any amendment to ESTA. Any changes made to this policy will be communicated to the Client and will take effect upon notification, unless otherwise specified.

Additional Human Resource Services: The following Human Resource (HR) Services are included (in the above Contract Rate) for Substitute Teachers. All other classes of employees are subject to direct cost advertising, hourly HR services of \$35 (offsite) or \$75 (onsite): Direct Cost Advertising, Candidate Interviewing, Positional Screening with Candidate Recommendations, Specific Onsite Evaluations, Onsite Positional Training and Human Resource Consulting.

Pricing Philosophy: Edustaff is a "one price" staffing provider for all of Michigan's public schools. This means every Client (District, ISD, or Consortium) is quoted and priced the same statewide. Edustaff strongly believes that each Client needs the same opportunity for competitive pricing regardless of size, location, or demographics.

Federal & State Payroll Tax Adjustments: If the overall cost associated with EDUStaff's payroll taxes, required benefits, and other taxes and assessments substantially increase (by more than 0.50% of payroll) during the term of the agreement, contract rate pricing will increase proportionately, with 15 (fifteen) days of written and substantiated notice to the Client.

Affordable Care Act: (This paragraph does not apply to Classroom-based Substitute Staff.) Edustaff limits all Supplied Staff to a 29 (twenty-nine) hour work week. Client may request Supplied Staff to perform hours in

excess of 29 (twenty-nine) hours per week, but this may potentially result in an assessable payment under Section 4980H of the Internal Revenue Code imposed on Edustaff or Client. If an assessable payment under Section 4980H of the Internal Revenue Code is imposed on Edustaff on behalf of Supplied Staff, Edustaff will invoice Client for the amount of the assessable payment.

Offer of Group Health Coverage: Edustaff offers each Supplied Staff an opportunity to enroll in a group health plan that constitutes minimum essential coverage under Section 5000A(f) of the Internal Revenue Code as of the first day of the month following the completion of a 30-day waiting period. Client will be assessed \$1 per month for each Supplied Staff that enrolls in the group health plan offered by Edustaff other than those classified as “Classroom-based Substitute Staff.” For Supplied Staff classified as “Classroom-based Substitute Staff” the additional fee is included in the Contract Rate listed above.

Exhibit C – Acknowledgement and Agreement of Constituent District

By signing below, the following Constituent District acknowledges that they have reviewed the signed 3 Party Agreement between Edustaff and Kent Intermediate School District, including Exhibits A and B (“Agreement”), and pursuant to their authority to enter into contracts to engage independent contractors to carry out their general powers and authority, hereby agree to become a party to the Agreement.

Constituent District: _____

By: _____

Name: _____

Title: _____

Date: _____