

ESS Southeast, LLC d/b/a ESS

SUBSTITUTE STAFF PLACEMENT AGREEMENT

This is an Agreement, entered into as of April 2, 2018, by and between **ESS Southeast, LLC d/b/a ESS** (the “Company”) located at 800 North Kings Highway, Suite 405, Cherry Hill, New Jersey 08034 and the **Celina ISD** located at 205 S Colorado St Celina, TX 75009 (hereinafter referred to as “LEA” for Local Education Agency).

Background

The Company is in the business of providing substitute teachers for LEAs, as well as other related staffing services. The LEA desires to engage the services of the Company on the terms and conditions set forth in this Agreement.

NOW THEREFORE, intending to be legally bound and acknowledging the receipt of adequate consideration, the parties hereby agree as follows:

1. Provision of Substitute Staff. The Company shall be the exclusive provider of substitute teachers and other staff listed in Exhibit “A” (**hereinafter “Substitute Staff”**) to fill positions at the request of the LEA on an as-needed basis, using such request mechanism(s), policies and procedures as may be established by the Company from time to time. The Company makes no guarantee that it will be able to fill all requests made by the LEA.

1.1 The LEA agrees that the Company shall be the exclusive contract provider of Substitute Staff to the LEA. All or any placement of Substitute Staff shall be made pursuant to this Agreement and the processes and procedures established by the Company, be paid by the Company, and be invoiced back to the LEA by Company.

1.2 The LEA will provide a list of staff which the LEA has employed prior to the Agreement which the LEA desires to remain in the pool of Substitute Staff assigned by the Company to the LEA. The LEA shall provide a written list of such personnel and may update said list, by written addition or deletion of all changes, as appropriate. If the LEA was serviced by another vendor prior to this Agreement, the LEA will also make a good faith effort to produce a list of staff who provided services through this vendor. Subject to the interview, training, background checks and certification requirements included elsewhere in the Agreement, and normal employee responsibilities attendant to employment, the Company will accept such persons for assignment to the LEA. However, as part of the transition process, the LEA certifies that the aforementioned former Substitute Staff of the LEA meet the state requirements to serve as Substitute Staff (ex. Criminal history, TB Test) for the first 90 days after Company begins services, unless Company is otherwise notified by LEA. The LEA acknowledges that the Substitute Staff will be ineligible to accept substitute assignments after said 90 day period if they are determined to be non-compliant with the laws governing educational employees in the State, which shall be Company’s responsibility to determine pursuant to the terms of the Agreement. LEA further agrees to forward to Company any report of criminal activity regarding these Substitute Staff from local, state or federal law enforcement or other governmental authorities.

2. Treatment of Substitute Staff as Employees of the Company All Substitute Staff provided by the Company will be treated by the LEA as employees of the Company, and not as employees of the LEA, for all purposes, including but not limited to Federal and State income tax purposes. While engaged in carrying out and complying with the terms and conditions of this Agreement, Company and/or any Substitute Staff is an independent contractor, and neither Company, nor Substitute Staff, its employees or its agents shall be considered to be an officer, agent, or employee of LEA. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the LEA and the Company. The Company, as an independent contractor, assumes exclusively the responsibility for the acts of his/her employees, as they relate to the services provided during the course and scope of their employment. The Company, its agents and employees, shall not be entitled to any rights or privileges of LEA employees and shall not be considered in any manner to be LEA employees. Without limiting the preceding sentences:

2.1 The Company shall maintain all necessary personnel and payroll records for the Substitute Staff;

2.2 The LEA shall not be responsible for the payment of the wages and fringe benefits (if any) of the Substitute Staff; The Company shall withhold applicable taxes from the wages of the Substitute Staff, and shall be responsible for any payroll tax liabilities of an “employer” with respect to the Substitute Staff;

2.3 The Company shall provide applicable workers’ compensation insurance coverage for the Substitute Staff in such amounts as may be required by law; and

2.4 Substitute Staff shall not be eligible for tenure with the LEA or be entitled to participate in any of the LEA’s employee benefit plans, including pension, 403(b), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay and other similar plans, programs and agreements, whether or not reduced to writing.

2.5. In order to provide certain Substitute Staff who are obtaining the required initial or renewal State certifications, depending upon state requirements, the LEA recognizes that it may be required to execute certificate/permit/license applications and other related documents, such as a criminal history request as a representative of or on behalf of the Company. If necessary, the LEA designates the Company as its designee to submit a Substitute Staff’s credentials to the county or state department of education office to obtain the Substitute Staff certifications. The LEA recognizes that it may be required to execute certain documents to allow the Company to perform its function as its designee. In such instances, the LEA is not responsible for any of the obligations of the Company as the employer included in this Paragraph 2.

2.6 The Company has no authority to enter into contracts or agreement on behalf of the LEA or in any way to act for or on behalf of the LEA.

3. The Company’s Obligations

3.1 The Company will act in good faith to provide Substitute Staff who, if needed or applicable, (a) hold a current license and certification for the positions requested by the LEA,

(b) have had a completed criminal history and child abuse background check as required by law and/or the applicable Department of Education, (c) have appropriate health screenings, inoculations and tuberculosis testing as required by the state and (d) who shall render services in accordance with applicable laws and procedures of the state and this Agreement.

3.2 In selecting Substitute Staff, the Company shall apply such screening and evaluation criteria as it may determine in its sole discretion and as may be required by the applicable law of the jurisdiction in which the services of Substitute Staff will be performed. The Company will conduct any additional screening that may be mutually agreed by the Company and the LEA, with an appropriate increase in the Company's fees.

3.3 The Company seeks to provide Substitute Staff that are trained for the requested positions. The Company will provide Substitute Staff training as required by the State, including as applicable, classroom management, general rules and procedures applicable to the position, and other pertinent matters prior to any assignment of said Substitute Staff. For existing LEA staff, the Company shall provide training as requested by the LEA for a fee equal to the Company's actual cost.

3.4 The Company expects that the Substitute Staff assigned to the LEA will perform their services satisfactorily. If the LEA notifies the Company via the company electronic portal that a Substitute Staff has not performed satisfactorily within the reasonable discretion of the LEA, along with the clear reasons therefor, the Company will honor the LEA's request not to assign specific Substitute Staff. This section will in no way affect the right of Company, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees. The LEA understands that declining the services of a specific Substitute Staff may result in the Company's inability to secure an acceptable alternate if timely notice of the request is not provided.

3.5 Company and its Substitute Staff shall comply with all applicable federal and state laws, rules, and regulations and all reasonable LEA policies, procedures, and regulations as they exist or as they may be amended. If any provision of this Agreement is contrary to any federal or state law, rule, or regulations and/or reasonable LEA policy, procedure, or regulation as it exists or may be amended, then the federal and/or state law, rule or regulation and/or LEA policy, procedure, or regulation shall control.

4. The LEA's Obligations. In connection with Substitute Staff provided by the Company pursuant to this Agreement, the LEA shall:

4.1 Provide information to the Substitute Staff as needed to allow the Substitute Staff to fully understand the duties and responsibilities of the placement and promptly report to Company any suspicious, unusual, inappropriate behavior or unsatisfactory performance;

4.2 Provide a safe and suitable workplace that complies with all applicable governmental safety and health standards, statutes, and regulations;

4.3 Provide Substitute Staff with (i) adequate information, training, and safety equipment with respect to hazardous substances and any inherent dangers of the workplace (including known violent students), (ii) emergency procedures, and (iii) school rules and protocols,

policies and procedures regarding student disciplinary actions, and confidentiality of student records. Further, the LEA will provide all Substitute Staff with any training appropriate to the needs, duties, responsibilities or knowledge unique to the LEA or otherwise different than would generally be appropriate in other LEAs.

4.4 Not assign Substitute Staff to assignments which (i) have sole custody of a single student for an extended period without LEA oversight, (ii) have sole responsibility for more than one classroom of students at a time, (iii) administer or maintain custody of any student medications, (iv) have custody of cash, negotiable valuables, merchandise, credit cards, check writing materials, keys or similar property, except for student lunch money that may be collected in the normal course of business, (v) use any vehicle on behalf of the LEA; (vi) work more than eight (8) hours in a day or more than forty (40) hour per week without notice to Company;

4.5 Assign Substitute Staff only to tasks for which they have been requested, unless written consent has been given by the Company. Heavy labor, lifting, or physical activity is prohibited unless required and accepted in the job description.

4.6 Not assign Substitute Staff to travel or perform duties off the normal school premises of the LEA except for class trips which are supervised by a LEA teacher;

4.7 If Substitute Staff is assigned duties in connection with the LEA's computer systems, maintain appropriate pass word security and backup copies of all data;

4.8 Maintain appropriate written internal control policies and procedures to ensure the confidentiality of all student records and appropriately limit the access of Substitute Staff to such records;

4.9 Not promise any Substitute Staff an increased rate of compensation;

4.10 Comply with any reasonable restrictions imposed by the Company on the responsibilities to be assigned to any Substitute Staff;

4.11 Approve and sign paper or electronic forms supplied by the Company documenting the amount of time worked by Substitute Staff or, if representatives of the LEA are not available to approve and sign such forms, authorize such forms to be executed by representatives of the Company on behalf of the LEA;

4.12 Be responsible for keeping the Company promptly informed by email (if available) of all Substitute Staff on-site changes and any changes in the LEA or building supervisory contact information;

4.13 To the extent possible, LEA should encourage their staff to notify the Company as soon as possible of the staff's absence, but no later than 6 a.m. daily or 3 hours prior to the start of the class, whichever is earlier, through the protocols established by the Company for such notice; provided, however, the Company and the LEA recognize that the need for a substitute may occur after the above times and that in such cases the Company will use best efforts to find a substitute for such LEA requests. Calculation of fill rate will be based only on full day substitute staff who enter absences on or before midnight (12:00 am) prior to the day of absence.

4.14 Comply with all Company policies and procedures to accurately invoice the LEA, process the daily record keeping and other tasks necessary for the Company to administer and track Substitute Staff, including but not limited to, sign in and out procedures and related records;

4.15 The LEA shall be solely responsible to control staff absences and any budgetary impact resulting therefrom;

4.16 LEA represents that its actions under this Agreement do not violate its obligations under any agreement that LEA has with any labor union;

4.17 LEA shall cooperate with Company with respect to Company's recruiting efforts and activities, including but not limited to, (i) promptly sharing applications for LEA positions with Company; (ii) adding a link on the front page and employment page of the LEA's website to Company's website, and (iii) reasonably assisting Company with advertising positions on LEA social media accounts;

4.18 If allowable by state procurement law, other LEAs may utilize this Agreement if mutually agreeable to Company.

4.19 LEA shall cooperate and coordinate with Company with respect to Company's development and installation of Company's information technology (IT) systems for the LEA. The LEA understands that failure to cooperate in this regard may lead to a delay in services. Additionally, if the LEA's lack of cooperation or coordination leads to additional services or work hours beyond that which is typically necessary to build and install Company's IT systems, the LEA shall pay a rate of \$150 for each hour of additional services per Company employee.

4.20 In the event of a complaint concerning Substitute Staff, LEA shall provide Company with a written incident report. Company and LEA agree to cooperate, exchange information, and reasonably permit each other's involvement in any investigatory activities or proceedings to the extent allowable by law.

5. Indemnification and Limitations of Liability.

5.1 Indemnification of the LEA by the Company. THE COMPANY SHALL INDEMNIFY AND HOLD THE LEA'S BOARD, AND ITS AGENTS, EMPLOYEES AND BOARD MEMBERS HARMLESS FROM AND AGAINST ALL CLAIMS OR LOSSES INCURRED, INCLUDING REASONABLE ATTORNEY'S FEES, THAT ARE PROXIMATELY CAUSED BY THE ACTS OR OMISSIONS OF THE COMPANY, SUBSTITUTE STAFF, OR OTHER EMPLOYEES OR AUTHORIZED AGENTS OF THE COMPANY, OR BY THE COMPANY'S BREACH OF THIS AGREEMENT, EXCEPT THAT SUCH INDEMNIFICATION SHALL NOT APPLY TO ANY CLAIMS OR LOSSES FOR WHICH THE COMPANY IS ENTITLED TO INDEMNIFICATION BY THE LEA. IN ADDITION, THE COMPANY'S INDEMNIFICATION FOR ANY AND ALL CLAIMS HERE UNDER THIS AGREEMENT SHALL BE EXPRESSLY LIMITED TO THE EXTENT OF INSURANCE COVERAGE THAT IS PAID TO THE COMPANY FOR SUCH CLAIMS, IF ANY, UNDER THE COMPANY'S INSURANCE POLICIES REQUIRED UNDER THIS AGREEMENT.

5.2 Indemnification of the Company by the LEA. To the extent permitted by the Constitution and laws of the State of Texas, the LEA shall indemnify and hold the Company

harmless from and against all claims or losses incurred by the Company, (i) that are proximately caused by the acts or omissions of the LEA or its employees or authorized agents, or by the LEA's breach of this Agreement; or (ii) arise from any injury to Substitute Staff or other persons on the premises of the LEA or while performing services on behalf of the LEA and not caused by the acts or omissions of the Company, Substitute Staff, or other employees or authorized agents of the Company.

5.3 Notification; Right to Defend. A party incurring any claim or loss for which indemnification may be provided pursuant to this section 5 shall promptly notify the other party in writing. The recipient of such notice may, at its own cost and expense, thereupon assume the defense of any third party claim using counsel reasonably satisfactory to the notifying party.

5.4 Limitation of Damages. Under no circumstances shall the Company be liable for special, indirect, consequential, punitive, expectancy, lost profit or goodwill damages, or for damages caused by the unsatisfactory performance of Substitute Staff that does not result in a finally adjudicated claim of damages against the LEA brought by a third party.

5.5 Complete Agreement. The parties agree that this section 5 sets forth their complete agreement with respect to any possible indemnification claim, and waive their right to assert any common-law indemnification or contribution claim against the other.

6. Fees and Payment.

6.1 The Company's Pricing Plan, attached hereto as Exhibit A and made a part of this Agreement, is accepted by the LEA. The Company shall submit to the LEA a standard weekly invoice showing in reasonable detail the services provided. For hourly positions, LEA shall pay for all time actually worked by Staff, not scheduled time.

6.3 Changes to Pricing Plan. In the event that the LEA requests to increase the established pay rate for Substitute Staff from that specifically listed on Exhibit A, or if the LEA requests to establish a new Substitute Staff classification or new pay rate to be paid to some or all of the Substitute Staff not identified on Exhibit A (e.g., for improved recruitment, retention or for other reasons), the billing rate to the LEA shall be determined by using the markup used on Exhibit A. The LEA shall provide the Company fourteen (14) days prior written notice of its request to change an existing pay rate or establish a new Substitute Staff classification and pay rate.

6.4 The Company may change the Pricing Plan contained on Exhibit A in the event that government (local, state or federal) mandated labor costs, including but not limited to, employee healthcare or family leave benefits, minimum wage, payroll taxes, or workers compensation rates, which are required by law, regulation or mandate are enacted, implemented, become effective or are increased after the date of this Agreement. The Pricing Plan shall be adjusted as of the effective date of the law, regulation or mandate to reflect the actual cost increase to the Company reasonably calculated on a direct or pro rata basis. For multi-year Agreements or whenever this Agreement is extended, the Pricing Plan will be modified to reflect a cost of living adjustment equal to the greater of 3% or the applicable consumer price index rate

for the LEA for the twelve months preceding the most recent quarterly rate.

6.5 Affordable Care Act. The Patient Protection and Affordable Care Act (“ACA”) became effective January 1, 2014. The ACA has a look back period that determines Substitute Staff eligibility for healthcare insurance coverage that shall begin on the beginning of this Agreement.

The Company normally hires Substitute Staff as part time employees who will work on average less than 30 hours per week such that they are not eligible for healthcare benefits under the ACA. However, should the LEA in its discretion employ Substitute Staff to work directly for LEA in addition to the hours worked for Company (example: after school program director or coach), and the combined work hours of the Substitute Staff cause the Substitute Staff to be deemed eligible to receive healthcare benefits under the ACA, the LEA agrees to reimburse the Company’s cost of providing the minimum plan healthcare insurance coverage under the ACA.

6.6 Use or Employment of Substitute Staff by the LEA Directly. Company maintains the right to manage the schedule of its employees. Accordingly, if the LEA engages the services of any Substitute Staff other than through the Company on a per-diem, hourly or other basis, whether for services covered in this Agreement or otherwise, the LEA shall promptly notify the Company in writing and provide all information as the Company may reasonably request. Furthermore, if LEA hires Substitute Staff for services which are provided by Company in accordance with this Agreement, for the lesser of the period for which such Company employee is engaged or the term of this Agreement, the LEA shall calculate and pay to the Company any amounts due by using the daily or hourly markup used on Exhibit A. Failure of the LEA to promptly notify the Company that it has employed Substitute Staff may result in the Company continuing to pay wages to the Substitute Staff for assignments which are not worked. In such event, the LEA shall be liable to Company for all costs, including wages paid to the Substitute Staff, lost markup, and reasonable collection costs.

If a Substitute Teacher is hired as a full-time employee of the LEA during the term of this Agreement and the Substitute Teacher has worked less than 60 days on behalf of the Company for the LEA, LEA shall pay to Company the sum of \$2,500.00 or ten percent (10%) of the LEA yearly salary, whichever is less, within thirty (30) days of employment. This payment is to reimburse Company for recruitment expenses and lost revenue. This fee shall not be due if the Substitute Teacher has worked 60 or more days for the LEA on behalf of the Company or was a “district original”, i.e. previously working for the LEA at the start of this Agreement.

6.7 Non-Solicitation of Company Corporate Staff. LEA agrees that during the term of this Agreement and for a period of 12 months after the termination of the Agreement, without obtaining the prior written consent of the Company, neither the LEA nor any of its affiliates shall directly or indirectly, for itself or on behalf of another person or entity solicit for employment or otherwise induce, influence or encourage to terminate employment with the Company or employ or engage as an independent contractor any corporate employee of the Company (i.e. employee working for Company in a role other than as “Substitute Staff”) with whom the LEA had contact or who became known to the LEA in connection with this Agreement. For the purposes of this section, “Company” also includes Source 4 Solutions LLC and Mission One Educational Staffing Services, LLC.

6.8 Payment. The LEA shall pay the Company in United States currency by check (regularly payable in the normal course of banking transactions) or electronic transfer. Payment shall be made: 1) within ten (10) days following the LEA's receipt of Company's invoice ("Due Date"), or; 2) if LEA board approval is legally required for payment by state law, within three (3) days following the LEA's monthly board of education meeting ("Due Date") for all invoices submitted at least one week prior to the board of education meeting (or such other timeline as agreed to on Exhibit A). Provided however, Texas Government Code Chapter 2251 states that payment is due for goods or services thirty (30) days from the date goods/services are completed, or an invoice is received by LEA, whichever is later. A payment is considered overdue beginning on the 31st day. Any dispute of billing must be communicated to Company within 10 days of receipt of invoice. Any adjustments less than 10% of the invoice will not delay payment and will be applied to the following week's invoice. In the event that the LEA fails to pay any fee to the Company when due (i) the LEA shall be liable for a late charge equal to 1½% per month, , or the maximum amount permitted by law, whichever is less, on the outstanding amounts, commencing on the Due Date; applies without any prior notice requirement.

6.9 Sales and Use Tax. The LEA represents that it is currently exempt from any sales and use taxes or similar governmental charges or value added tax imposed with respect to the services provided by the Company. If any such taxes or charges are otherwise due or are imposed or become due, they will be the responsibility of the LEA.

7. Term. The term of this Agreement shall begin on July 1, 2018 and shall remain in effect through June 30, 2019. Thereafter, the Agreement shall automatically renew on a yearly basis after the term unless either party provides written notice of termination at least sixty (60) days prior to the end of the fiscal school year. Notwithstanding the preceding sentence, either party may terminate this Agreement if (i) the other party breaches a material provision of this Agreement and such breach is not cured within 30 days following written notice or (ii) in the case of a breach that by the terms of the breach cannot be cured within 30 days, the breaching party has not instituted measures to cure such breach within 10 days and fully cured such breach within 90 days. Further, the Company has the right to terminate this Agreement should any student or LEA employee physically or verbally assault or injure a Company's employee, and the LEA does not respond to the incident to the Company's satisfaction. In the event either party terminates this Agreement, the LEA shall pay all amounts due under the terms of this Agreement to the Company for services provided through the date of termination.

8. Insurance Coverage. Each party shall, at its own cost and expense, maintain insurance coverage reasonably appropriate for the activities it conducts and the risks it assumes. The insurance coverage maintained by the Company shall include:

8.1 Workers' compensation coverage of such types and in such amounts as may be required by the laws of the jurisdiction in which the services of Substitute Staff are performed;

8.2 Commercial general liability coverage, including personal injury, blanket contractual liability, and broad form property damage, with a \$2,000,000 combined single limit per occurrence;

8.3 Umbrella coverage with a \$1,000,000 combined single limit per occurrence.

9. Confidentiality & Non-Disparagement. During the course of the business relationship, each party may be given access to proprietary or confidential information of the other, including, but not limited to, pricing policies, the identity and social security numbers of employees, and business policies and systems (“Confidential Information”). Each party shall hold Confidential Information of the other party in confidence, treating such Confidential Information with no less care than it treats its own, and shall not disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as contemplated by this Agreement. Upon termination of this Agreement, or sooner if requested by either party, each party shall return all Confidential Information of the other party in its possession, without retaining copies of such Confidential Information. This section shall not apply to information (i) that is in the public domain, or (ii) required to be disclosed by law or legal process.

At no time during or after the term of this Agreement and for a period of two (2) years thereafter shall either party directly or indirectly disparage the commercial business, professional or financial, as the case may be, reputation of the other party or any of their employees, management, owners or officers.

Company acknowledges that this Agreement allows the Substitute Staff access to Confidential Student Information, and that access to and disclosure of Confidential Student Information is restricted by LEA policy and federal law, namely the Family Educational Rights and Privacy Act (“FERPA”).

“Confidential Student Information” is defined as information that is personally identifiable to a student who is or was enrolled at the LEA by any of the following means: the student’s name, the name of the student’s parent or other family members; the address of the student or student’s family; a personal identifier, such as an identification number, or biometric record; other indirect identifiers, including but not limited to the student’s date of birth, place of birth, and mother’s maiden name; or any other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community to identify the student with reasonable certainty and includes information supplied to Substitute Staff by LEA as well as any information provided by LEA’s students.

Company agrees to hold any Confidential Student Information in strict confidence. Company will not use or disclose Confidential Student Information received from or on behalf of LEA (or Substitute Staff) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by LEA. Company agrees not to use Confidential Student Information for any purpose other than the purpose for which the disclosure was made. Company agrees that only Company’s employees who have a legitimate business need in performing this Agreement will have access to the Confidential Student Information.

Upon termination, cancellation, expiration or other conclusion of the Agreement, Company will return all Confidential Student Information to LEA within thirty (30) days or, if return is not feasible, destroy any and all Confidential Student Information. If LEA reasonably determines in good faith that Company has materially breached any of its confidentiality obligations under this Agreement or has violated FERPA, LEA, in its sole discretion, will have the right to require Company to submit to a plan of monitoring and reporting; provide Company with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately. Before exercising any of these options, LEA will provide written notice to Company describing the violation and the

action it intends to take.

10. Absentee Management System; Data and Intellectual Property. To provide Substitute Staff, Company may utilize its own or the LEA's absentee management system (hereinafter "System") as it is agreed between the parties. Under either method, the Company owns all employee and absence management information data related to Substitute Staff. If the Company utilizes the LEA's System, the LEA shall allow and authorize the Company full access to the System (sometimes referred to as "Super User" status) throughout the term of the Agreement and for thirty days after termination. In the event this Agreement is terminated, Company shall have thirty (30) days to remove Company data from the System. All Company data intellectual property, including processes, procedures and knowhow, trademarks and copyrights, is and shall remain the sole property of the Company.

11. Miscellaneous

11.1 Amendments; Waivers. No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the party against whom the operation of such amendment, modification, or waiver is sought to be enforced. No delay in the exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally.

11.2 Notices. Any notice or document required or permitted to be given under this Agreement shall be deemed to be given on the date such notice is (i) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (ii) deposited with a commercial overnight delivery service with delivery fees paid, or (iii) transmitted by facsimile or electronic mail with transmission acknowledgment, to the principal business address of the recipient or such other address or addresses as the parties may designate from time to time by notice satisfactory under this section. A copy of any notice to the Company shall be sent to the attention of the Company's president at the regular business address of the Company.

11.3 Governing Law. This Agreement shall be governed by the internal laws of the LEA's state without giving effect to the principles of conflicts of laws. Each party hereby consents to the personal jurisdiction of the federal or state courts located in LEA's County, and agrees that all disputes arising from this Agreement shall be prosecuted in such courts. Each party hereby agrees that any such court shall have in personam jurisdiction over such party and consents to service of process by notice sent by regular mail to the address set forth above and/or by any means authorized by the law of the LEA's state. Venue, in the event of suit, will be in Collin County, Texas.

11.4 Language Construction. The language of this Agreement shall be construed in accordance with its fair meaning and not for or against any party. The parties acknowledge that each party and its counsel have reviewed and had the opportunity to participate in the drafting of this Agreement and, accordingly, that the rule of construction that would resolve ambiguities in favor of non-drafting parties shall not apply to the interpretation of this Agreement.

11.5 Payment of Fees. In the event of a dispute arising under this Agreement finally resolved through litigation or alternate dispute resolution, the prevailing party shall be entitled to

recover reasonable attorneys' fees and costs.

11.6 Force Majeure. Neither party shall be responsible for delays or failure to perform caused by acts of God (including fire, flood, storm, or other natural disturbances), war, civil war, riot, epidemic, acts of foreign enemies, terrorist activities, government sanction, strikes or other labor disputes (it being specifically understood that the existence of any picket line by a collective bargaining unit shall be considered as within this definition of force majeure), interruption or failure of electric, telephone or similar service or other causes beyond such party's control.

11.7 Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be a fully-executed original.

11.8 Signature by Facsimile. An original signature transmitted by facsimile shall be deemed to be original for purposes of this Agreement.

11.9 Assignment. No party to this Agreement shall assign its rights or duties hereunder, without the prior written consent of the other parties, except that the Company may assign its rights and duties in connection with a sale or other disposition of all or substantially all of its business and may assign custodial services to Custodial Services, LLC.

11.10 No Third Party Beneficiaries. Except as otherwise specifically provided in this Agreement, this Agreement is made for the sole benefit of the parties. No other persons shall have any rights or remedies by reason of this Agreement against any of the parties or shall be considered to be third party beneficiaries of this Agreement in any way.

11.11 Binding Effect. This Agreement shall inure to the benefit of the respective heirs, legal representatives and permitted assigns of each party, and shall be binding upon the heirs, legal representatives, successors and assigns of each party.

11.12 Titles and Captions. All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not deemed a part of the context hereof.

11.13 Pronouns and Plurals. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

11.14 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, agreements, understandings and negotiations. The LEA and Company agree that in the event that any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provision of this Agreement.

11.15 Boycott. Company does not boycott Israel and will not boycott Israel during the term of the contract. Texas Gov't Code 2270.002.

11.16 Immunity. The parties acknowledge that LEA is a political subdivision of the State of Texas. Nothing in this Agreement is intended to be a waiver of any immunity to which LEA

may be entitled.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

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

ESS Southeast, LLC d/b/a ESS

By _____
Charlie Spencer, Executive V.P.

Date_____

Celina ISD

By _____
Kelly Juergens, Board President

Date_____

EXHIBIT A

PRICING PAID BY THE LOCAL EDUCATION AGENCY TO COMPANY

Position	Pay Rate	ESS Bill Rate	Notes
Teacher - Full Day - Non Degreed	\$70.00	\$93.80	
Teacher - Full Day - Degreed	\$80.00	\$107.20	
Teacher - Full Day - Certified	\$90.00	\$120.60	
Teacher - Long term - Non Degreed	\$95.00	\$127.30	LT pay is effective after the 20th <i>consecutive</i> day for the same teacher and is backdated to Day #1.
Teacher - Long Term - Degreed	\$105.00	\$140.70	
Teacher - Long Term - Certified	\$115.00	\$154.10	
Teacher - Half Day - Non Degreed	\$35.00	\$46.90	
Teacher - Half Day - Degreed	\$40.00	\$53.60	
Teacher - Half Day - Certified	\$45.00	\$60.30	
Aides - Full Day - Non Degreed	\$70.00	\$93.80	
Aides - Full Day - Degreed	\$80.00	\$107.20	
Aides - Full Day - Certified	\$90.00	\$120.60	
Aides - Half Day - Non Degreed	\$35.00	\$46.90	
Aides - Half Day - Degreed	\$40.00	\$53.60	
Aides - Half Day - Certified	\$45.00	\$60.30	

Optional SAMS (AESOP) Fee: For positions not listed above, if district wants absences not requiring a substitute tracked, Source4Teachers may charge 75¢ per absence.