



BLAZERWORKS SERVICE AGREEMENT

THIS SERVICES AGREEMENT (hereinafter "Agreement") is entered into by and between VocoVision, LLC d/b/a BlazerWorks (hereinafter "BW") located at 5550 Peachtree Parkway, Suite 500, Peachtree Corners, GA 30092 and **Bloomington School District 13** whose principal address is 164 S Euclid Ave, Bloomington, IL 60108 (hereafter referred to as "Client"). This Agreement shall govern the overall terms of the relationship and the parties agree as follows:

1. Scope of Services.

This Agreement sets forth the general terms and conditions governing the contractual relationship between Client and BW regarding the administration and management of providers of personnel to perform services for Client. BW, a licensed entity in the business of providing workforce solutions to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to source Consultants for assignment with Client. In such capacity, BW will act as a non-exclusive workforce solutions manager between Client and its supplemental staff ("Consultants") and may carry out its responsibilities hereunder using one or more Secondary Staffing Partners ("SSP"), including its affiliated divisions/companies. During the term of this agreement, all communications regarding the day-to-day activity and professional operations of the services outlined in this agreement will be conducted between BW and Client.

2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, and that no Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing.

3. Competency and Licensing.

BW will present Consultants who possess the licensure and/or certification required for the position identified by Client. In addition, BW will present Consultants who, as closely as possible, represent that they meet the experience and other qualifications as requested by the Client. BW and BW in conjunction with SSP will make every effort to pre-screen job candidates based on Client's requirements and perform due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant referred to Client. Client acknowledges that the decision to accept and keep any Consultant on assignment is ultimately the responsibility of the Client. Client shall complete Attachment A – Credentialing Requirements and shall update in writing with BW as requirements change. BW shall not make any intentional misrepresentations about any Consultant and disclaims responsibility or liability for fraud or misrepresentation by consultants not readily ascertainable by reasonable diligence in performing BW's services.

4. Employment of Consultants.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by BW or through its SSP for a period of one year after the latest date of introduction, referral, placement or last day of scheduled assignment. If Client or its affiliate enters into such a relationship, Client may be subject to pay a fee per Consultant. Applicable fees are determined by each SSP. Fees will be outlined in each Consultant's Assignment Confirmation. Blazerworks will facilitate contact between Client and SSP to verify or negotiate fees. Payment is due and payable to BW on the first day such Consultant provides services to Client outside of this agreement.

Client agrees that it will not solicit any Consultant who during the course of business is introduced or referred by BW to Client. Moreover, the Client agrees it will not solicit any Consultant prior to a Consultant Assignment Confirmation being executed. Client shall be subject to a fee of 35% of the Consultant's first year annualized compensation if a Client or its Affiliates intentionally interferes with the relationship of BW and its SSPs, or attempts to solicit any Consultant from BW or its SSPs.

5. Limitation of Liability.

Neither party shall be liable to the other whatsoever for any special, consequential, indirect, exemplary or punitive damages, including any damages on account of lost profits, lost data, loss of use of data, or lost opportunity, whether or not placed on notice of any such alleged damages and regardless of the form of action in which such damages may be sought. The fees and billings due under this agreement are not considered special damages or lost profits and shall not be limited by these provisions.

6. On-Site Responsibility.

Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that BW is not providing special education or related services, but rather is providing candidate identification and management services. As such, Client acknowledges that BW is not responsible for the Consultant's on-site performance given that it does not have the capacity to provide direct, on-site supervision of daily activity. Client warrants that its facilities and operations will comply at all times with applicable federal, state and local safety and health laws, regulations



and standards, including any applicable OSHA standards, and that Client will be responsible for providing all safety training and equipment.

7. Professional Fees.

Client will be responsible for verifying hours worked by Consultants as documented on the Consultant's timesheet and any discrepancy must be reported to BW by 10:00 on Tuesday following the work week end. Client will pay BW based on hours worked and in accordance with the service charges specified on one or more Assignment Confirmations, which will be included as addenda to this Agreement. BW will generate an invoice for Client based on timesheets submitted. Client must review the invoice and notify BW of any errors, including billed hours or improper rates, within thirty (30) days of the date of invoice. BW shall resolve any error and provide corrected invoice mutually acceptable to both parties within a reasonable period. In the event client fails to dispute or report any errors within thirty (30) days, errors shall not be accepted as a disputed charge and invoices will be due and payable in full. All pre-approved hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate unless applicable law requires double-pay, in which case such time will be billed at two times the regular bill rate. Client hereby notifies BW that pre-approval is required for any and all overtime hours prior to any such hours being worked. SSP invoices will be collected by BW, consolidated and submitted to Client. BW will pay SSPs within 15 days of BW's receipt of payment from Client for services provided by such SSP.

8. Payment Terms.

BW reserves the right to consolidate Consultant and SSP invoices, and invoice Client on a weekly basis for all services provided during the previous week. Payment is due upon receipt. Client will pay invoices, and interest on late payments will accrue, in accordance with the Illinois Local Government Prompt Payment Act. (50 ILCS 505/1, et seq.). BW reserves the right, at its option, to discontinue any extension of credit. Should billing disputes arise, Client shall notify BW in writing within thirty-five (35) days of the receipt of the disputed invoice.

9. Administrative Responsibilities.

Client shall be responsible for orienting Consultants to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultants fail to submit paperwork as required per Client's policies and procedures, Client must notify BW in writing within three (3) business days of alleged failure. Failure to notify BW before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by client's assigned representative are not subjected to billing dispute if client fails to notify BW of time sheet and work performed discrepancies. Additionally, Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in a retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, Client is solely responsible for providing such notice to BW and Consultant and fulfilling all associated administrative duties. Client shall immediately notify BW if any Consultant is required to, or voluntarily elects to participate in any such system, and agrees that no work will be performed by such Consultant until a signed agreement between SSP and Client sets forth the manner in which all employer and employee contributions will be made.

10. Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate by the Client and suitable to the setting to which Consultants are assigned. Client ensures compliance with all applicable OSHA obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to BW within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultants shall also report work-place injuries, incidents or exposures to BW and applicable SSPs concurrently with Client.

11. Termination with Cause.

Within a reasonable time after occurrence, Client has the obligation to notify BW of any misconduct or poor performance by the Consultant, and any Consultant-involved incident that would be considered adverse to the overall operation of Client. Client may request that BW facilitate the immediate removal of any Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant's assignment unless BW or SSP has been notified as set forth in the first sentence of this section, or unless a single incident warrants immediate dismissal prior to BW's notification. All supporting documentation specifying the reasons and facts of the termination is required within two (2) business days after termination. If the Client does not report such deviation(s) and subsequently terminates Consultant's assignment, or if Client does not provide required documentation following a termination within the required timeframe, the termination will be treated as a Termination Without Cause, and Client will be billed for fifteen (15) days at the agreed upon regular bill rate and minimum hours



as set forth in Section 13 below. The parties agree that Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by BW in the event of a breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Should BW identify a suitable replacement Consultant within two (2) business days after termination, Client agrees to original terms or extended terms of the terminated Consultant's assignment.

12. Termination without Cause.

Either party may cancel an assignment with sixty (60) days prior written notice. In that event, Client is responsible for all charges and fees prior to cancellation date and through the 60-day period of notice. In the event Client is unable to provide sixty (60) days' notice of termination, Client will be billed for sixty (60) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by BW and/or SSPs as a result of such cancellation. In addition, Client may cancel an assignment with sixty (60) days prior written notice to BW in the event that the assignment becomes unnecessary for reasons beyond Client's control, including (but not limited to) extended absence of the student to whom the Consultant is assigned or a reduction in the number of students receiving services from the Consultant.

13. Guaranteed Minimum Hours.

Client agrees to provide Consultant the guaranteed number of work hours per week specified in Addendum A one of which will be issued for each Consultant placed with Client. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled closings for holidays and planning days.

14. Paid Sick Leave.

For those jurisdictions that have passed or will pass paid sick time legislation, Paid Sick Time will be the responsibility of BW or the SSP, as applicable, and will not be billed to Client.

15. Unscheduled Facility Closure Policy.

The parties agree that in the event of an unforeseen or unexpected interruption in an Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$200 per day for each day that the Consultant (s) is unable to work by virtue of such Unscheduled Closure.

16. Indemnification.

BW will contractually require, in all subcontractor/sub-vendor agreements, that each SSP agree to defend, indemnify and hold harmless Client (as a third-party beneficiary) and BW together with their governing boards, executive boards, directors, officers, employees and agents from and against all liability, loss, expense, damage or claim for injury or damages arising out of or relating to its performance of services to Client including, without limitation any and all claims for injury or damage caused by or resulting from the acts and/or omissions of Consultants and/or SSPs, including acts and/or omissions of their directors, officers, employees or agents.

To the extent permitted by law, Client agrees that it shall defend, indemnify and hold harmless BW, SSPs, and Consultants, including their directors, officers, employees and agents, from and against all liability, loss, expense, damage or claim for injury or damages to the extent caused by or resulting from the willful or wanton acts or omissions of Client, including acts and/or omissions of its directors, officers, employees or agents.

BW agrees that it shall defend, indemnify and hold harmless Client and SSP together with their directors, officers, employees and agents from and against all liability, loss, expense, damage or claim for injury or damages to the extent caused by or resulting from the negligent or willful acts or omissions of BW in the performance of services hereunder, including acts and/or omissions of its directors, officers, employees or agents. Notwithstanding anything to the contrary above, BW shall not be responsible, under any theory of liability, for claims resulting from the acts or omissions of any of the SSPs, their respective officers, employees, agents, or contractors, nor shall BW be responsible for the SSP's performance under the applicable supplier agreement, and BW's insurance shall not be deemed to cover or be excess to the insurance of any SSP.

17. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a)



Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of BW shall include, but is not limited to, any and all unpublished information owned or controlled by BW and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of BW and which is not generally disclosed to the public.

18. Family Education Rights and Privacy Act and Illinois Student Records Act.

BW shall, and shall contractually require all SSPs and Consultants, to comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g (“FERPA”). BW acknowledges that certain information about the Client’s students may be contained in records maintained by BW, SSPs, and/or Consultants. BW further acknowledges that this information may constitute “school student records”, and/or “education records” as defined in FERPA, and/or “personally identifiable information” as defined in FERPA’s implementing regulations, which information is hereinafter collectively referred to as “Student Data.” With regard to Student Data, BW agrees as follows:

- a. BW certifies that it will comply with all applicable laws and/or regulations, including FERPA, relating to confidentiality, privacy, and data security.
- b. BW will have access to Student Data on an “as needed” basis, only as necessary to perform the services under this Agreement.
- c. When BW is provided access to Student Data, BW (and its employees) will use the information only for the purposes for which access was provided.
- d. BW agrees that it will comply with 34 CFR §99.33(a) relating to the use and redisclosure of Student Data.
- e. BW shall maintain in force measures reasonably available within the information technology industry to prevent any unauthorized person from gaining access to or altering, viewing, manipulating or affecting the Student Data in any way. BW shall maintain, encrypt, and secure the Student Data in accordance with industry standards. BW agrees to maintain the confidentiality of the Student Data using at least the degree of care and security as BW uses to maintain the confidentiality of its own confidential information.
- f. BW agrees to direct its owners, directors, members, employees, and agents to adhere to the confidentiality requirements set forth herein.
- g. Upon termination, cancellation, expiration, or other conclusion of this Agreement, BW shall return all Student Data to the Client and shall delete all Student Data from its operational systems.

In addition, BW will contractually require all SSPs and Consultants to agree to items a-g, above. BW further agrees to comply with the Illinois Student Records Act (105 ILCS 10/1, et seq.).

19. Equal Opportunity.

BW will contractually require that all SSPs: 1) screen based on merit only; 2) warrant that no candidates will be discriminated against due to race, religion, color, sex, national origin, age, disability, or any other characteristic protected by law; and 3) provide equal opportunity to all Consultants for employment. Client warrants that it will screen based on merit only, that no candidates will be unlawfully rejected by Client, that no candidates will be discriminated against by Client due to race, religion, color, sex, national origin, age, or disability, and that it is an equal opportunity employer. BW warrants that it will screen based on merit only, that no candidates will be unlawfully rejected by BW, that no candidates will be discriminated against by BW due to race, religion, color, sex, national origin, age, disability, or any other characteristic protected by law, and that it is an equal opportunity employer.

20. Compliance with Laws.

BW shall comply with all laws, regulations, rules and ordinances applicable to BW and/or the services to be provided by BW pursuant to this Agreement.

21. Notices.

Any notice or notification required to be given by either BW or Client in connection with the terms and conditions of this Agreement shall be provided in writing and considered effective as of the date of receipt. Notices shall be sent to the following:

<p>If to BlazerWorks: 5550 Peachtree Parkway Suite 500 Peachtree Corners, GA 30092</p> <p>ContractNotices@blazerworks.com</p>

<p>To Client Client: Bloomingdale School District 13 Address: 164 S Euclid Ave, Bloomingdale, IL 60108</p>



22. Survival.

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

23. Governing Law.

This Agreement shall be governed by the laws of the state of Illinois. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in DuPage County, Illinois, or the federal district court for the Northern District of Illinois.

24. Modification of Agreement

This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

25. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended and/or assigned in a writing specifically referencing this Agreement and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties.

26. Criminal Background Checks

BW shall not send to any school building or school property any employee or agent who would be prohibited from being employed by Client due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. BW shall make every employee who will be sent to any school building or school property available to Client for submitting to a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9. The check shall occur before any employee or agent is sent to any school building or school property. BW will reimburse Client for the costs of the checks. Client must provide a copy of the report to the individual employee but is not authorized to release it to BW. In the event BW fails to comply with the provisions of this section and/or the criminal background check provisions in the contract and, as a result, a suit or claim is instituted by a student for harm caused by an employee or agent of BW, or caused by an employee of a subcontractor to BW, then in that event, BW agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the District against any such claims.

27. Freedom of Information Act.

As an independent contractor of Client, records in the possession of BW related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). BW, at BW's cost, shall immediately provide Client with any such records requested by Client to timely respond to any FOIA request received by Client. Client will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If BW refuses to provide a record that is the subject of a FOIA request to Client and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes Client in any way, BW shall reimburse Client for all costs, including attorneys' fees, incurred by Client related to the FOIA request and records at issue.

28. Insurance.

During the term of this Agreement, BW, at its sole cost and expense, and for the benefit of Client, shall carry and maintain the following insurance:

1. Comprehensive general liability and property damage insurance, insuring against all liability of BW related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate;
2. Professional Liability Insurance with limits in the per claim amount of not less than One Million Dollars (\$1,000,000) and the annual aggregate of not less than Three Million Dollars (\$3,000,000);
2. Automobile liability Insurance, for hired and not owned motor vehicles, with a combined single limit of One Million dollars (\$1,000,000);



- 3. Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for BW's respective employees; and
- 4. Sexual abuse and molestation insurance with a combined single limit of One Million dollars (\$1,000,000).
- 5. Umbrella liability insurance with a minimum combined single limit of One Million dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate.

All insurers shall be licensed by the State of Illinois and rated A+-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, sexual abuse and molestation, and property damage insurance policy shall name Client, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of Client. BW shall provide Client with certificates of insurance and/or copies of policies reasonably acceptable to Client evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling Client to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to Client by certified mail, return receipt requested.

29. Illinois Human Rights Act

BW certifies that it complies with the Illinois Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.

30. Faith's Law

BW certifies that prior to sending any employee or contractor/subcontractor to the premises, BW has complied with all employment history review and other obligations of 105 ILCS 5/22-94. Upon request of Client, BW agrees to promptly disclose all records, information and determinations related to Section 22-94 employment history review for each of its employees or independent contractors.

This Agreement contains terms that may only be altered when agreed upon in writing by both parties. *(Please return all pages of this Client Agreement).*

CLIENT ID – CLIENT NAME

326569 Bloomingdale SD 13

VocoVision, LLC dba BlazerWorks

Sam Hefferan 10/18/23
 Client Representative Signature Date

 Client Representative Signature Date

SAMUA HEFFERAN
 Print Name

 Print Name

Director of Student Services
 Title

 Title