



KEY CONTRACT TERMS

For

Master Agreement HV-96269-110923-EDU

<u>Contract Between:</u>	Huron Valley Schools and Edustaff, LLC.
<u>Contract Purpose:</u>	Master Agreement for Substitute Teachers and Temporary Staffing Services
<u>Contract Number:</u>	HV-96269-110923-EDU
<u>RFQu Number:</u>	HV-96269-110923
<u>Contractor Name:</u>	Edustaff, LLC
<u>Contractor Address:</u>	4120 Brockton Dr SE Grand Rapids, MI 49512
<u>Contractor Telephone:</u>	(517) 902-6307
<u>Contract Administrator:</u>	Huron Valley Designee/MAC Cooperative
<u>Contract Period:</u>	June 01, 2024 – May 31, 2027
<u>Base Contract Years:</u>	June 01, 2024 – May 31, 2027
<u>Option Years:</u>	June 01, 2027 – May 31, 2028 (Option Year 1) June 01, 2028 – May 31, 2029 (Option Year 2)
<u>Pricing:</u>	Refer to the RFQu Submission
<u>Administrative Fee:</u>	2.0%

HV-96269-110923-EDU



MAC

Terms & Conditions:

Refer to Section 2.0

F.O.B.:

Destination

Ordering Options:

Phone or Email

Payment Options:

Refer to Section 1.0, Subsection 3

Miscellaneous Information:
COOPERATIVE MEMBERS

THIS AGREEMENT IS EXTENDED TO AUTHORIZED MAC



Signature of Contractor's Duly Authorized Representative

THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR; ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies on behalf of the Contractor that:

(1) He/she is an Authorized Representative of the Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract, if any, issued, and to execute this Contract on behalf of Contractor; (2) Contractor is bound by and will comply with all requirements, specifications, and terms and conditions contained in this Contract (including all listed attachments and Addenda, if any, issued; (3) Contractor will furnish the designated Goods in accordance with the Contract specifications and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and (4) All affirmations contained in the RFQu are true and correct.

CONTRACTOR	HURON VALLEY SCHOOLS
Firm Name: Edustaff, LLC	Authorized Representative Name (printed): Geoffrey G. VanGoethem
Authorized Representative Signature: <i>Derek Vogel</i>	Authorized Representative Signature: <i>Geoffrey G. VanGoethem</i>
Authorized Representative Name (printed): Derek Vogel	Date: 9/25/24
Date: 9/25/24	



SECTION 1.0 – CONTRACT REQUIREMENTS

THIS CONTRACT (the “Contract”) is made and entered into this 22nd day of September, 2024 by and between **HURON VALLEY SCHOOLS** (hereinafter the “School District”), a Michigan general powers School District, whose address is 2390 S. Milford Road, Highland, Michigan 48357, and **Edustaff LLC** (hereafter the “Contractor”), a Michigan Limited Liability Corporation, whose address is 4120 Brockton Dr SE, Suite #200, Grand Rapids, MI 49512 (each a “Party” and collectively the “Parties”).

RECITALS

- A. The School District issued a Request For Qualification dated 11/21/2023 with an addendum issued on 12/15/2023, (collectively the “RFQu”), the purpose of which was to solicit proposals from qualified contractors to provide substitute teachers and temporary staffing services as specified in the RFQu (the “Products/Services”) to the School District, on an as needed basis;
- B. The Contractor submitted to the School District a Response to the RFQu dated 1/8/2024 (the “Proposal”) to provide substitute teachers and temporary staffing services as contemplated by the RFQu; and
- C. The Parties agree that certain terms and provisions of the RFQu and the Proposal must be further clarified and that certain additional terms and conditions need to be expressly set forth by way of this Contract.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

1. RESTATEMENT CONSTITUTES THE CONTRACT

- (a) Incorporation By Reference.

The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract (including attached exhibits), the RFQu, and the Proposal, and by including certain additional necessary or appropriate Contract terms, particularly where the Contract terms agreed to by the Parties during the RFQu negotiation process do not correspond with the RFQu.



(b) Order Of Precedence.

The Contract Documents, which all are incorporated herein by reference, include the following:

- i. This Contract, including Exhibit A (PRICING) and Exhibit B (SERVICES);
- ii. The RFQu; and
- iii. Contractor's Proposal.

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from (i) to (iii). However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both Parties.

2. TERM AND TERMINATION

(a) Initial Term.

The term of this Contract shall be for a period of three (3) years, commencing June 01, 2024 and ending on May 31, 2027 (the "Initial Term"), unless terminated earlier as provided in this Section. As contemplated by the RFQu, satisfaction must be guaranteed for this Contract to continue for the second and third year of the Initial Term. In the event the School District is not completely satisfied with the products/services of the Contractor, the School District may elect, in its sole and absolute discretion, not to begin years two (2) and three (3) of the Initial Term by providing written notice to the Contractor at least ninety (90) days prior to the start of year two (2) or year three (3) of its intent not to continue with the products/services under this Contract.

(b) Renewal Term.

Following the Initial Term, the School District shall have the option to extend this Contract by up to two (2) additional years on a year-to-year basis, in its sole discretion (each a "Renewal Term"). Nothing in this Contract requires the School District to exercise its option for a Renewal Term and Contractor has no expectation of a contract beyond the Initial Term, or a Renewal Term if any are exercised. Ninety (90) days prior to the end of the Initial Term, or any Renewal Term, the School District shall notify the Contractor in writing as to whether the School District will exercise any option for a Renewal Term.



(c) Termination.

Notwithstanding the above Subsection (a) (Initial Term) and Subsection (b) (Renewal Term) or anything to the contrary in the Proposal, either Party may terminate this Contract 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 Contract, the non-breaching Party may terminate this Contract immediately by giving written notice of termination to the breaching Party. In the event of termination for any reason, School District will pay Contractor for all of the work performed up to the date of termination. Provisions in this Contract related to indemnification, insurance, liability, confidentiality, and intellectual property shall survive any termination of the Contract.

(d) Contractor's Obligations under Termination

If School District terminates this Contract for any reason, Contractor must:

- (i) stop all work as specified in the notice of termination;
- (ii) take any action that may be necessary, or that School District may direct, to preserve and protect deliverable(s) or other School District property in the Contractor's possession;
- (iii) return all materials and property provided directly or indirectly to the Contract by any entity, agent, or employee of School District;
- (iv) Take all appropriate action to secure and maintain School District's information confidentially.

3. INVOICING AND PAYMENT TERMS

(a) Amount of Service Fees.

School District shall pay Contractor for the services provided under this Contract, as specified in Exhibit A (Pricing).

(b) Invoice Procedure and Payment of Service Fees.

Contractor shall invoice School District 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 School District-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 School District to determine the invoices are accurate and to satisfy reasonably prudent auditing and accounting practices.

School District agrees to pay all invoices (as billed and/or approved) via ACH bank transactions initiated by Contractor 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, Contractor reserves the right to require a same day payment in the form of a wire transaction from School District. In the event of chronic non-funded or late transactions, Contractor may declare a material breach of this Contract and terminate the Contract. All unpaid invoices and all charges for services provided and not yet invoiced shall become due and payable.

(c) Additional Product/Service Charges.

Any products/services outside the contract scope must receive prior written approval from the School District before rendering or invoicing for such additional products/services. Additionally, there will be no mileage reimbursement under this Contract.

(d) Tax Excluded from Price.

Sales Tax: School District and local units of government are exempt from sales tax for direct purchases. The contractor's prices must not include sales tax.

Federal Excise Tax: Schools and Governmental entities may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the contractor's prices must not include the Federal Excise Tax.

(e) Remittance Fee

All pricing submitted to the School District and its participating entities shall include 2.0% remittance fee to be remitted to the MAC Cooperative by the contractor on a quarterly basis. The remittance fee will be paid against actual sales volume for each quarter. It is the Contractor's responsibility to keep all pricing up to date and on file with School District/MAC Cooperative. All price changes shall be presented to School District for acceptance, using the same format as was accepted in the original contract.



4. INDEPENDENT CONTRACTOR

(a) Products/Services.

Contractor shall provide substitute teachers and/or temporary staffing services, on behalf of the School District at the School District's facilities according to the terms set forth in Exhibit B (Services). All services provided by the Contractor shall be licensed by the State of Michigan and have experience in the area of substitute teachers and temporary staffing services. School District reserves the right, in its sole and absolute discretion, to request removal or replacement of any of the Contractor's personnel. School District shall submit a removal notice to Contractor via Contractor's Employee Performance Form. Contractor shall use reasonable efforts to (1) remove such personnel within 12 hours of the removal notice; and (2) replace such personnel within two business days of the removal notice; provided, however, that the School District shall not be entitled to a credit, price reduction, penalty, or setoff of any kind (including but not limited to the \$100.00 credit proposed in Section 1.2.3 D (Service Level Agreements) of the RFQu) if Contractor fails to remove such personnel within twelve hours or replace such personnel within two business days of the removal notice.

(b) Response to Service Requests

The School District shall submit requests for Service via email or Contractor's online portal, *Manager*. Contractor shall respond to such requests within three business days of receiving the same. The School District shall not be entitled to a setoff or credit of any kind (including but not limited to the \$100.00 credit proposed in Section 1.2.3 D (Service Level Agreements) of the RFQu) for Contractor's failure to respond to such service requests within three business days. The Parties agree that automated responses generated by *Manager* shall satisfy Contractor's response obligations set forth in this Section 4(b).

(c) Relationship.

It is expressly agreed upon between the Contractor and the School District that Contractor will act as an independent contractor in the provision of performance of its services under this Contract and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. Contractor is the sole employer of its employees whom Contractor assigns to perform services for School District under this Contract; Contractor's employees are referred to in this Contract as "Supplied Staff." School District shall not be deemed or considered to be an employer or joint employer of Supplied Staff for purposes of any services performed under this Contract. Contractor will furnish all labor necessary to perform the work described in this Contract, and shall solely control



the means, manner and method of performance. Should School District have any issues or concerns with Supplied Staff or the services they provide, School District shall have the right to notify Contractor of those issues or concerns and make recommendations or suggestions to resolve them. Contractor, 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. This Contract shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby. Neither Contractor nor its employees or agents shall be entitled to participate in any plans, arrangements, or distributions of the School District pertaining to or in connection with any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, vision, dental, life or disability insurance plans. The School District will identify Contractor, including its employees and agents, as performing services for the School District as an independent contractor in any reports or filings that are required by law. The School District is not liable for any fees, charges or loss of pension or other retirement benefits under the Michigan Public School Employee Retirement System ("MPERS") attributable to Contractor, or its employees or agents, and Contractor agrees to reimburse the School District for any fees, expenses or charges related to the same.

(d) Taxes, Workers Compensation Insurance and Other Expenses.

The Contractor shall be wholly responsible for paying all of its own taxes, including Federal and State Income Taxes, FICA, FUTA, Worker's Compensation, Unemployment and Single Business taxes to the extent that any or all of the foregoing are applicable. The Contractor shall indemnify, defend and hold harmless the School District from and against any claims by any taxing authority, for any taxes, interest or penalties relating to the Contractor or its owners, employees and agents, if any. The Contractor shall acquire, if required by law, workmen's compensation insurance for its owners, employees and agents, if any, and shall defend, indemnify and hold harmless School District from and against any claim for workmen's compensation brought by or on account of the Contractor or any of its owners, employees or agents.

(e) Assignment.

Neither Party shall assign this Contract, or any portion thereof, to any third party unless the non-assigning Party expressly consents to such assignment in writing. Any attempted assignment without that consent shall give the non-assigning Party the right to terminate this Contract.



5. APPLICABLE LAWS

(a) Family Educational Rights and Privacy Act.

The Contractor shall maintain records of all treatments and evaluations, if any. Such records to include progress notes and a log of Services rendered. Contractor shall comply with all laws, rules and regulations promulgated pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g (“FERPA”). In accordance with FERPA and the regulations promulgated thereunder, the Contractor is performing institutional services and functions for the School District that would otherwise be performed by the School District and accordingly is considered a school oficial, provided that: (i) the Contractor shall use and maintain education records and personally identifiable information of students (PII) in accordance with FERPA and the School District’s policies and procedures; (ii) the School District has the right to audit the Contractor’s use and maintenance of School District’s records (including education records and PII) at any time; and (ii) the Contractor shall not re-disclose any education records or PII of the School District or its students to any other Party without the prior written consent of the School District and the applicable parent or eligible student.

(b) Health Insurance Portability and Accountability Act.

The Parties hereto acknowledge and agree that the exchange of student health information may be subject to the Health Insurance Portability and Accountability Act of 1996 and the inal regulations promulgated thereunder, as amended from time to time (collectively “HIPAA”). The Parties shall comply with HIPAA, all applicable state laws, rules and regulations governing health information and School District’s policies and procedures with respect to the same. Subject to the limitations in this Paragraph, the School District shall provide Contractor with prescriptions for therapeutic evaluation and treatment and such information as the Contractor may request, if any, regarding a student’s past and present medical history.

(c) School District Policies and Procedures.

The Contractor shall comply with any and all laws, rules, ordinances, policies, procedures and regulations, including any licensing and permitting requirements, applicable to providing the Products/Services anticipated under this Contract. The Contractor, including its employees and agents, shall be responsible for knowing the School District’s policies and procedures concerning appropriate behavior of persons in School District facilities and, on School District properties, including for example, the prohibitions of sexual harassment and smoking, and shall comply with all such policies. The School District will provide Contractor with information about,



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and copies of, any policies or procedures with which its employees will be expected to comply. The School District shall use its best efforts, as reasonably requested by the Contractor, to assist the Contractor to comply with any and all applicable federal, state or local laws, rules and regulations. The Contractor represents and warrants to the School District that it shall at all times be in compliance with any and all applicable federal and state laws, rules, ordinances, policies, procedures and regulations and licensing and permitting requirement applicable to providing the Products/Services.

(d) Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The Parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Oakland County, Michigan.



6. INDEMNIFICATION

(a) General Indemnification.

The Contractor agrees to indemnify, defend and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, employees, agents, contractors, successors and assignees, from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with the Contractor's performance of this Contract and/or from the Contractor's violation of any of the terms of the Contract, including, but not limited to: (i) negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (ii) any breach of the terms of this Contract by Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation or ordinance policy and/or licensing and permitting requirements applicable to providing the Products/Services; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents under this Contract. Each Party agrees to notify the other Party by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit action or proceeding for which the School District may be entitled to indemnification under this contract. This Paragraph shall survive the expiration or earlier termination of this Contract.

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.



SECTION 2.0 – GENERAL TERMS AND CONDITIONS

1. Laws

(a) General Authority

This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.

(b) Compliance with Laws

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the products and services.

(c) Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, the Contractor consents to venue in Oakland County, Michigan, and irrevocably waives any objections to this venue that it may have, such as lack of personal jurisdiction or forum non-conveniens. The Contractor must appoint agents in the State of Michigan to receive service of process.

(d) Nondiscrimination

In the performance of the Contract, the Contractor agrees not to discriminate against any applicant. The Parties will not discriminate against any Supplied Staff with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, pregnancy, ancestry, age, sex, height, weight, marital status, veteran status, genetic information, physical or mental disability, or any other characteristic protected by state or federal law.

The Contractor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

(e) Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., School District must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A Contractor of School District, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, School District may void any Contract if, after award of the Contract, the name of the Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of the Contractor appears in the register.

(f) Environmental Provision

For the purposes of this section, "Hazardous Materials" include asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state, or local laws governing the protection of the public health, natural resources, or the environment:

- (1) The Contractor must use, handle, store, dispose of, process, transport, and transfer any Hazardous Material according to all federal, State, and local laws. School District must immediately advise the Contractor of the presence of any known Hazardous Material at the work site. If the Contractor encounters material reasonably believed to be Hazardous Material that may present a substantial danger, the Contractor must: (i) immediately stop all affected work; (ii) notify School District; (iii) notify any entities required by law; and (iv) take appropriate health and safety precautions.
- (2) School District may issue a Stop Work Order if the material is a Hazardous Material that may present a substantial danger and the Hazardous Material was not brought to the site by the Contractor, or does not wholly or partially result from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials. School District may remove the Hazardous Material, render it harmless, or terminate the affected work for Huron Valley School's convenience.
- (3) If the Hazardous Material was brought to the site by the Contractor, or wholly or partially results from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless



the Hazardous Material according to applicable laws. The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the products and services.

(g) Freedom of Information

This Contract and all information submitted to School District by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

(h) Abusive Labor Practices

The Contractor may not furnish any deliverable(s) that were produced fully or partially by forced labor, convict labor, forced or indentured child labor, or indentured servitude. "Forced or indentured child labor" means all work or service (1) exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or (2) performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

2. General Provisions

(a) Bankruptcy and Insolvency

School District may, without prejudice to any other right or remedy, fully or partially terminate this contract and, at its option, take possession of the work-in-progress and finish the work-in-progress by whatever method School District deems appropriate if:

(i) the Contractor files for bankruptcy protection;

(ii) an involuntary petition is filed against the Contractor and not dismissed within 30 days;

(iii) the Contractor becomes insolvent or a receiver is appointed due to the Contractor's insolvency;

(iv) the Contractor makes a general assignment for the benefit of creditors; or

(v) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can provide the deliverable(s) under this contract.

(b) Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFQ and this Contract or the project to which it relates will not be made without prior approval by School District, and only in accordance with the instructions from School District.

(c) Antitrust Assignment

The Contractor assigns to School District any claim for overcharges resulting from county or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the contract.

(d) Headings

The captions and section headings used in this contract are for convenience only and may not be used to interpret the scope and intent of this contract.

(e) Reformation and Severability

Each provision of the contract is severable from all other provisions of the contract. If any provision of this contract is held unenforceable, then the contract will be modified to reflect the parties' original intent. All remaining provisions of the contract remain in full force and effect.

(f) Approval

Unless otherwise provided in this contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

(g) No Waiver of Default

Failure by a party to insist upon strict adherence to any term of the contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the contract.

(h) Survival

The provisions of this contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this contract.

(i) Electronic Payment Requirement

The Contractor must be able to receive electronic fund transfer (EFT) payments.

(j) Cooperation with Third Parties

The Contractor and its Subcontractors must cooperate with School District and its agents and other contractors, including School District quality assurance personnel. The Contractor must provide reasonable access to its personnel, systems, and facilities related to the contract to the extent that access will not interfere with or jeopardize the safety or operation of the systems or facilities.

(k) Relationship of the Parties

The relationship between School District and Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor, or any of its subcontractors, is an employee, agent or servant of School District. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of the Contract.

(l) Time of Performance

- (i) The Contractor must immediately notify School District upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest School District -approved delivery schedule and must inform School District of the projected actual delivery date.
- (ii) If the Contractor believes that a delay in performance by School District has caused or will cause the Contractor to be unable to perform its obligations according to specified contract time periods, the Contractor must immediately notify School District and, to the extent practicable, continue to perform its obligations according to the contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by School District.

(m) Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, labor disputes, embargoes, injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused), or any other cause beyond the reasonable control of a party; provided the non-performing party and any Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use

of contractor sources, workaroud plans, or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed, the non- performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the deliverable(s) for more than 10 days, and School District reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to School District, School District may: (a) procure the affected deliverable(s) from the contractor's source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of the Contract so affected and equitably adjust charges payable to the Contractor to reflect those deliverable(s) that are terminated. School District must pay for all deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from School District as a result of any Excusable Failure or to payments for deliverable(s) not provided as a result of the Excusable Failure. The Contractor will not be relieved of a default or delay caused by acts or omissions of its Subcontractors except to the extent that a Subcontractor experiences an Excusable Failure and the Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of the contractor's sources, workaroud plans, or other means, including disaster recovery plans.

(n) Retention of Records

- (i) The Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs any work under this contract (Audit Period).
- (ii) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

(o) Examination of Records

School District, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this contract. School District does not

have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this contract.

(p) Audit Resolution

If necessary, the Contractor and School District will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and School District must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

(q) Errors

(i) If an audit reveals any financial errors in the records provided to School District, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the contract, whichever is earlier. (ii) In addition to other available remedies, if the difference between School District's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

(r) Disclosure of Litigation

(i) Within 30 days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:

- (1) A criminal Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors;
- (2) A parole or probation proceeding;
- (3) A proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and
- (4) A civil proceeding to which the Contractor (or, if the Contractor is aware,

any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.

(ii) Information provided to School District from the Contractor's publicly filed documents will satisfy the requirements of this Section.

(iii) If any proceeding that is disclosed to School District or of which School District otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about:

(1) the ability of the Contractor (or a Subcontractor) to continue to perform this Contract; or

(2) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide School District all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this contract.

(s) Other Disclosures

The Contractor must notify School District's Administrator within 30 days of:

(i) becoming aware that a change in the Contractor's ownership or of officers has occurred or is certain to occur; or

(ii) any changes to company affiliations.

(t) MAC Cooperative Requirements

(i) The Contractor will work with the MAC Cooperative to ensure that all purchasers are members before extending the Contract pricing.

(ii) To the extent that MAC Cooperative Members purchase Deliverable(s) under this contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

(iii) The Contractor must submit invoices to and receive payment from MAC Cooperative Members, Participating Entities, on a direct and individual basis.

3. Insurance

(a) Liability Insurance

For the purpose of this Section, " School District " includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(i) The following apply to all insurance requirements:

(1) School District, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(2) Contractor shall procure and maintain insurance coverage throughout the term of this Agreement as follows:

- **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.
- **Umbrella Liability Insurance** in an amount not less than One Million Dollars (\$1,000,000) 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. **Note:** School District is responsible for obtaining insurance that covers Supplied Staff while driving, operating or using any vehicle in the course of carrying out duties of School District.
- **Workers' Compensation Insurance** from a licensed insurance carrier or approved self-funded claims pool in accordance with and approved by the State of Michigan.

(3) School District shall procure and maintain insurance coverage throughout the term of this Agreement as follows:

- **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.

(4) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, School District is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

(5) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without School District's approval, School District may, after giving the Contractor at least 30-days notice, pay the premium or procure similar insurance coverage from another company or companies. School District may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.

(ii) The Contractor must:

(1) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect School District from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.

(2) waive all rights against School District for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.

(3) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by School District.

(4) obtain insurance, unless School District approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by School District. All policies of insurance must be issued by companies that have been approved to do business in School District.

(5) maintain all required insurance coverage throughout the term of this

Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.

(6) pay all deductibles.

(b) Subcontractor Insurance Coverage

Except where School District has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 3.a, Liability Insurance. The Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

(c) Certificates of Insurance and Other Requirements

Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that School District and its agents, officers, and employees are listed as additional insured's under each commercial general liability and commercial automobile liability policy. The Contractor must provide School District's Administrator with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 3.a, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and MUST CONTAIN THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER. Each certificate must be prepared and submitted by the insurer and must contain a provision indicating that the coverage afforded will not be cancelled, materially changed, or not renewed without 30 days prior notice, except for 10 days for nonpayment of premium, to School District's Administrator.

4. Limitation of Liability

Neither the Contractor nor School District is liable to the other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this.

5. Warranties



(a) Warranties and Representations

The Contractor represents and warrants:

(i) It is capable of fulfilling and will fulfill all of its obligations under this contract. The performance of all obligations under this contract must be provided in a timely, professional, and workmanlike manner and must meet the performance and operational standards required under this contract.

(ii) The contract appendices, attachments, and exhibits identify the equipment, software, and services necessary for the Deliverable(s) to comply with the contract's requirements.

(iii) It is the lawful owner or licensee of any Deliverable licensed or sold to School District by Contractor or developed by the Contractor for this contract, and Contractor has all of the rights necessary to convey to School District the ownership rights or licensed use, as applicable, of any Deliverable(s). None of the Deliverable(s) provided by Contractor to School District, nor their use by School District, will infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party.

(iv) If the Contractor procures any equipment, software, or other Deliverable(s) for School District (including equipment, software, and other Deliverable(s) manufactured, re-marketed or otherwise sold by the Contractor or under the Contractor's name), then the Contractor must assign or otherwise transfer to School District or its designees, or afford School District the benefits of, any manufacturer's warranty for the Deliverable(s).

(v) The contract signatory has the authority to enter into this contract on behalf of the Contractor.

(vi) It is qualified and registered to transact business in all locations where required.

(vii) Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to School District or otherwise create an appearance of impropriety with respect to the award or performance of this contract. The Contractor must notify School District about the nature of any conflict or appearance of impropriety within two days of learning about it.

(viii) Neither the Contractor nor any affiliates, nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of School

District would be influenced. The Contractor must not attempt to influence any School District employee by the direct or indirect offer of anything of value.

(ix) Neither the Contractor nor any affiliates, nor any employee of either, has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or the affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(x) The Contractor arrived at its proposed prices independently, without communication or agreement with any other bidder for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this contract to any other bidder before the award of the contract. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.

(xi) All financial statements, reports, and other information furnished by the Contractor School District in connection with the award of this contract fairly and accurately represent the Contractor's business, properties, financial condition, and results of operations as of the respective dates covered by the financial statements, reports, or other information. There has been no material adverse change in the Contractor's business, properties, financial condition, or results of operation.

(xii) All written information furnished to School District by or for the Contractor in connection with the award of this contract is true, accurate, and complete, and contains no false statement of material fact nor omits any material fact that would make the submitted information misleading.

(xiii) It will immediately notify School District's Administrator if any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the contract is awarded.

6. Warranty of Merchantability

The Deliverable(s) provided by the Contractor, if any, must be merchantable.

(a) Warranty of Fitness for a Particular Purpose

The Deliverable(s) provided by the Contractor must be fit for the purpose(s) identified in this contract.

(b) Warranty of Title

The Contractor must convey good title to any Deliverable(s) provided to School



District. All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which School District, at the time of contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

(c) Consequences for Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 2.0 – General Terms and Conditions, Subsection 5, the breach may be considered a material default.

7. Contractor’s Intellectual Property and Confidential Information

All Contractor’s 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 School District is deemed to be the property of the School District and School District shall have rights to use such documents indefinitely.

All information relating to or owned by Contractor which is Confidential or Intellectual Property shall be held in confidence by School District and its management company, where applicable, and will not be disclosed to any third party or used by School District or its management company, except to the extent that such disclosure or use is reasonably necessary to the performance of School District’s duties and obligations under this Contract, or as may be required by law. Contractor acknowledges School District’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 School District determine that it may be legally obligated to disclose Contractor’s Intellectual Property or Confidential Information, School District shall provide notice to Contractor at least three (3) business days in advance of producing any such Intellectual Property or Confidential Information.

School District’s obligation of confidentiality extends for a period of twelve months after the termination of this Contract. Protection by the School District does not apply to information or documents that are independently developed by Supplied Staff in the course of his/her work for School District, or information which lawfully becomes part of the public domain, or information which the School District gained knowledge or possession outside of any disclosure by or on behalf of Contractor. After the termination of this Contract for any reason, Contractor may submit a written request to School District for the return of Contractor’s Confidential Information or Intellectual Property. School District will honor that request within 10 business days of the date the request



was made unless otherwise prohibited by law.

8. Contract Administration

(a) Issuing Of ice

This Contract is issued by School District. School District's Administrator or designee is the only entity authorized to modify the terms and conditions of this contract, including the prices and specifications. The Contract Administrator will be designated at the time of the contract award.

(b) Contract Administrator

The Contract Administrator will monitor and coordinate contract activities on a day-to-day basis.

(c) Contract Changes

(i) If School District requests or directs the Contractor to provide any Deliverable(s) that the

Contractor believes are outside the scope of the Contractor's responsibilities under the contract, the Contractor must notify School District before performing the requested activities. If the Contractor fails to notify School District, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of the contract and then ceases performing that work, the Contractor must, at the request of School District, retract any out-of-scope work that would adversely affect the contract.

(ii) School District or the Contractor may propose changes to the contract. If the Contractor or School District requests a change to the Deliverable(s) or if School District requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, School District's Administrator will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of the contract (Contract Change Notice).

(iii) No proposed change may be performed until School District issues a duly executed Contract Change Notice for the proposed change.

(d) Covenant of Good Faith

Each party must act reasonably and in good faith. Unless otherwise provided in this contract, the parties will not unreasonably delay, condition or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under the contract.

(e) Assignments

(i) Neither party may assign this contract, or assign or delegate any of its duties or obligations under the contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party. School District may, however, assign this contract to any other School District, or local unit of government without the prior approval of the Contractor.

(ii) If the Contractor intends to assign this contract or any of the Contractor's rights or duties under the contract, the Contractor must notify School District and provide adequate information about the assignee at least 90 days before the proposed assignment or as otherwise provided by law or court order. School District may withhold approval from proposed assignments, subcontracts, or novations if School District determines, in its sole discretion, that the transfer of responsibility would decrease School District likelihood of receiving performance on the contract or School District ability to recover damages.

(iii) If School District permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

9. Acceptance of Deliverables

(a) Delivery Responsibilities

Unless otherwise specified by School District, the following are applicable to all deliveries of goods by Contractor to School District, if any:

(i) The Contractor is responsible for delivering the deliverable(s) by the applicable delivery date to the location(s) specified in the SOW or individual Purchase Order.

(ii) The Contractor must ship the deliverable(s) "F.O.B. Destination, within Government Premises."

(iii) School District will examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

(b) Process for Acceptance of Deliverable(s)

School District review period for acceptance of the deliverable(s) is governed by the applicable Statement of Work, and if the Statement of Work does not specify School District review period, it is by default 30 days for a deliverable (School District Review Period). School District will notify the Contractor by the end of School District Review Period that either:

(i) the deliverable is accepted in the form delivered by the Contractor;

(ii) the deliverable is accepted, but noted deficiencies must be corrected; or

(iii) the deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the deliverable. If School District delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Days resubmit the deliverable(s) with an explanation that demonstrates all corrections have been made to the original deliverable(s). The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected deliverable from the Contractor, School District will have a reasonable additional period of time, not to exceed 30 Days, to accept the corrected deliverable.

(c) Acceptance of Deliverable(s)

(i) School District obligation to comply with any School District Review Period is conditioned on the timely delivery of the deliverable(s). School District Review Period will begin on the first business day following School District's receipt of the deliverable(s).

(ii) School District may inspect the deliverable to confirm that all components have been delivered without material deficiencies. If School District determines that the deliverable or one of its components has material deficiencies, School District may reject the deliverable without performing any further inspection or testing.

(iii) School District will only approve a deliverable after confirming that it conforms to and performs according to its specifications without material deficiency. School District may, in its discretion, conditionally approve a deliverable that contains material deficiencies if School District elects to permit the Contractor to correct those deficiencies post-approval. The Contractor remains responsible for working diligently to correct within a reasonable time at the Contractor's expense, all deficiencies in the deliverable that remain outstanding at the time of School District approval. (d) If, after three opportunities the Contractor is unable to correct all deficiencies, School District may: (i) demand that the Contractor cure the failure and give the Contractor additional time to do so at the sole expense of the Contractor; (ii) keep the Contract in force and perform, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference



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between the cost to cure the deficiency and the Contract price plus an additional amount equal to 10% of School District cost to cure the deficiency; or (iii) fully or partially terminate the Contract for default by giving notice to the Contractor. Notwithstanding the foregoing, School District cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat School District Review Period that could reasonably have been discovered during a prior School District Review Period.

(iv) School District, at any time and in its reasonable discretion, may reject the deliverable without notation of all deficiencies if the acceptance process reveals deficiencies in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable.



EXHIBIT A – PRICING

Wage Base and Contract Rate: Wages for contracted employees shall be established by School District with input from Contractor on an annual basis. The following contract rates are based upon paid gross wages.

Employee Class (if contracted)	Contract Rate of Gross Wages
Substitute Teachers:	20.60%
Coaching:	19.60%
Childcare Aides:	19.60%
Recess Aides:	19.60%
Recreation and Education (Lifeguards):	22.60%
Substitute Paraprofessionals:	20.60%
Clerical Staff:	19.60%
Janitorial Services:	25.60%
Food Services:	21.60%
Transportation Services:	Not included
General Maintenance & Labor Services:	25.60%

Contractor Pricing Includes:

- 2.0% remittance fee to be remitted to MAC quarterly
- Local Contractor recruiter with regional and corporate support staff
- Marketing, Recruiting, & Advertising programs and materials
- All marketing, advertising, and recruiting efforts for substitute employees
- ACA liability tracked & paid by Contractor for substitute teachers & substitute paraprofessionals
- HR and Payroll Administrative Support Functions
- No advance payments or deposits for School District
- Zero payroll processing charges; simply paid as “gross wages”

Federal & State Payroll Tax Adjustments: If payroll taxes, governmentally required bene its, or other tax/assessments increase during the contract period, Contractor’s contract rates will increase proportionately with an option for School District to reopen the terms of the agreement.

PMLA: Michigan’s Paid Medical Leave Act (PMLA) shall be paid as gross wages and be subject to assigned contracting rates. Instructional positions, such as Substitute Teachers are not currently eligible for PMLA.

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



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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 B – SERVICES

School District and Contractor accept and agree to the responsibilities outlined in this Exhibit B. The term “Supplied Staff” in this Exhibit B refers to the Contractor employee(s) whom Contractor has assigned to perform services for School District under this Agreement.

Contractor agrees to:

- Source, screen, select, hire, retain, assign, and supervise qualified individuals to perform the services. It is the intent of the Parties that School District shall have no employment responsibilities, including employment supervisory responsibility for Contractor employees assigned to School District.
- 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 Contractor’s employees and agents providing services under this Agreement, as specified previously in this Agreement. It is the intent of the Parties that Contractor shall be the sole employer for all individuals assigned to School District pursuant to this Agreement.
- Assist School District 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. Contractor shall ensure that all individuals assigned under the Agreement have completed the necessary background checks. Contractor shall require any employees assigned to School District to comply with the reporting requirements of Section 1230d of the Revised School Code, and shall immediately forward any information so obtained to School District or the School District’s management company, where applicable.
- Conduct employment reference checks of potential individuals dedicated to provide services to School District. Such reference checks will meet or exceed the standards required under 380.1230b of the Michigan Revised School Code. Contractor shall alert School District and School District’s management company, where applicable to any adverse results prior to assigning Contractor employees to perform their duties at School District.
- 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 and provide access to School District.
- 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, seclusion and restraint, 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 School District by any Contractor employees or, in the event of death, by their personal representatives, as previously noted. School District agrees to assist with initial injury reporting.
- Regarding substitute services, Contractor will conduct substitute orientations periodically and will furnish School District specific information to its substitutes, when provided to Contractor, by School District.
- Regarding substitute teachers, Contractor 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, Contractor will provide itemized invoices to School District. Invoices shall include job number, person for whom the substitute was secured, the number of hours/days worked and the total amount owed to Contractor.
- Perform all duties required pursuant to this Agreement, and any other duties which may be necessary to ensure full performance of the substitute services required by this Agreement.
- Contractor will provide an electronic system for School District to “green light/red light” eligible contracted staff. Contractor will comply with this system as part of assigning any contracted staff under this Agreement.

School District agrees to:

Initial startup:

- Attend initial Contractor implementation meeting and subsequent payroll/ process training meeting and provide all appropriate School District contact information necessary to carry out Scope of Services
- Provide a list of current School District staff members or providers who are being terminated/removed in favor of the contracted services being provided by Contractor

- Provide Contractor with a copy of all policies and procedures that will apply to Supplied Staff in the performance of services to School District
- Provide appropriate meeting space and technology access for contracted staff orientation meetings

Communications & Material:

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

Information Flow Controls:

- Follow procedures as outlined by “Payroll Timeline Document”
- Annually review with Contractor, substitute procedures and compensation rates prior to August 1st for local competitiveness and trends
- Manage and systemize all non-substitute information and controls in the automated dispatch system
- Ensure all Supplied Staff have completed all applicable necessary “CHRI” requirements contained within Sections 1230 and 1230a-h of the Revised School Code.

Payment of Services:

- Complete ACH Authorization Form provided by Contractor
- 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”