



Excellence in Staffing.

Supplemental Staffing Services Master Agreement (2 Party Version)

THIS AGREEMENT ("Agreement") is entered into and made effective January 13, 2022, between EDUStaff, LLC ("EDUStaff"), a Michigan limited liability company with its principal place of business located in Grand Rapids, Michigan and West Orange Board of Education ("Client"), with its principal offices in West Orange, New Jersey.

RECITALS

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

WHEREAS, Client is a Public School District authorized under N.J.S. 18A:11-1 to enter into agreements with other public or private entities for the purpose of securing independent contractors to carry out its general powers and functions;

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

NOW, THEREFORE, EDUStaff and Client agree as follows:

SECTION 1: RELATIONSHIP OF PARTIES

A. DEFINITION OF CLIENT & SUPPLIED STAFF

The term "Client" refers to the educational institution listed above that engages the services that EDUStaff is providing to the educational institution.

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

B. RELATIONSHIP BETWEEN CLIENT AND EDUSTAFF

EDUStaff will act solely as an independent contractor retained by Client to perform the educational services identified in this Agreement. Nothing in this Agreement shall create or imply an agency relationship between EDUStaff and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties. EDUStaff is the sole employer of Supplied Staff and Client shall not be deemed or considered to be an employer or joint employer of Supplied Staff for purposes of any services performed pursuant to this Agreement. EDUStaff will furnish all labor necessary to perform the work described in this Agreement, and shall solely control the means, manner and method of performance. Should Client have any issues or concerns with Supplied Staff or the services they provide, Client shall have the right to notify EDUStaff of those issues or concerns and make recommendations or suggestions to resolve them. If at any time Client is not satisfied with a member of the Supplied Staff, upon the Client providing notification to EDUStaff the Supplied Staff member's assignment with Client shall be terminated and he/she will be precluded from future assignments with Client. EDUStaff, however, exclusively retains all rights and responsibilities inherent in the employment relationship, including but not limited to, the right to hire, fire, discipline, supervise and otherwise control the terms and conditions of employment. EDUStaff also has sole responsibility for payment of wages and benefits, withholding and payment of any applicable local, state or federal taxes, payment for Workers' Compensation protection, unemployment insurance taxes and other employer obligations. Should any individual or entity assert a claim against Client for any liability associated with payment of salaries, wages, benefits, payroll or other taxes related to Supplied Staff during the time they were employed by EDUStaff, Client shall



immediately notify EDUStaff, and EDUStaff shall defend the Client at its sole expense, and shall indemnify Client against any and all liability or damages associated with any such claim.

C. RELATIONSHIP BETWEEN EDUSTAFF AND SUPPLIED STAFF

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

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

D. RELATIONSHIP BETWEEN CLIENT AND SUPPLIED STAFF

While providing services to Client, Supplied Staff shall be deemed employees of EDUStaff and shall be managed and controlled by EDUStaff as their employer. EDUStaff's Supplied Staff are not eligible for any Client wages, benefits or contract privileges, nor are they covered by laws or programs applicable to public school employees, including but not limited to New Jersey's teacher tenure law (N.J.S. § 18A:60-1) and the New Jersey Teachers' Pension and Annuity Fund Law. Furthermore, Client may not directly pay, compensate or promise any remuneration to Supplied Staff. Supplied Staff may not receive mileage, conference fees, training expenses, or other similar expenses from Client. Client has the right to remove an EDUStaff employee or Supplied Staff who violates the Client's policies, rules and/or procedures from the Client's premises and/or from the Client's school activities. If Client chooses to utilize Supplied Staff in a capacity outside the scope of this agreement and without the consent of EDUStaff, Client will hold harmless EDUStaff from any claims arising therefrom including reasonable attorney fees.

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

E. PLACE OF WORK

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

SECTION 2: DESCRIPTION OF SERVICES

A. PERFORMANCE OF SERVICES

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

EDUStaff will recruit, screen, interview, select, hire and assign qualified employees to provide services to Client under this Agreement. Supplied Staff assigned by EDUStaff to perform services under this Agreement for the Client shall, where applicable, be fully certified, licensed, approved and otherwise qualified to perform the functions assigned to them in conformance with the provisions of New Jersey law, including but not limited to New Jersey's teacher licensing requirements as set forth in N.J.S. 18A:26-2. EDUStaff warrants that Supplied Staff have completed EDUStaff's screening and formal



training process, provided required employment documentation and fulfilled certification requirements for applicable positional placements. EDUStaff will not furnish any personnel to the Client who would be ineligible for employment by the Client if that person were instead employed directly by the Client under the above laws and statutes.

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

B. CRIMINAL BACKGROUND CHECKS

Pursuant to the requirements of N.J.S. 18A:6-7.1, EDUStaff shall cooperate fully with the Client to ensure that a criminal background investigation through the Federal Bureau of Investigation or the State Bureau of Identification has been conducted with regard to all persons assigned by EDUStaff under this Agreement to work in any of the Client's facilities or at program sites where the Client delivers educational programs and services. EDUStaff shall ensure that all individuals it may assign under this Agreement take all necessary steps of filling out all necessary paperwork. EDUStaff shall pay all necessary fees for the background investigations, and take any other steps necessary to comply with N.J.S. 18A:6-7.1. EDUStaff shall inform Client as to the results of any criminal background check. Supplied staff shall be precluded from employment with the Client if the background check reveals a conviction for any of the following:

- (a) Any crime in the first or second degree;
- (b) Any sexual offense as enumerated in Chapter 14 of Title 2C of the New Jersey Statutes, including sexual assault, criminal sexual contact, lewdness, invasion of privacy, observation of sexual contact, or reproduction or disclosure of images of sexual contact or undergarment-clad intimate parts of another person;
- (c) Leading a child pornography network;
- (d) Abuse, abandonment, cruelty or neglect of a child;
- (e) Resisting arrest/eluding an officer;
- (f) An offense involving the manufacture, transportation, sale, possession, distribution or habitual use of a "controlled dangerous substance" as defined in the Comprehensive Drug Reform Act of 1987, N.J.S. 2C:35-1 et al., or "drug paraphernalia" as defined pursuant to N.J.S. 2C:36-1 et seq;
- (g) A crime involving the use of force or the threat of force to or upon a person or property including, but not limited to, robbery, aggravated assault, stalking, kidnapping, arson, manslaughter and murder;
- (h) Any crime enumerated in Chapter 39 of Title 2C of the New Jersey Statutes (Firearms or Other Dangerous Weapons or Instruments of Crime);
- (i) A third degree crime as set forth in chapter 20 of Title 2C of the New Jersey Statutes (Theft and Related Offenses); or
- (j) Recklessly endangering another person; terrorist threats; criminal restraint or luring or enticing a child into a motor vehicle, structure or isolated area; causing or risking widespread injury or damages; criminal mischief; burglary; usury; threats and other improper influence; perjury and false swearing; resisting arrest; escape; or bias intimidation;
- (k) Any crime of the fourth degree involving a victim who is a minor;
- (l) Conspiracy to commit or an attempt to commit any of the above listed crimes;
- (m) A conviction under the laws of the United States or any other state for a substantially equivalent crime or offense; or
- (d) Any other offense that would, in the judgment of the Client, create a potential risk to the safety and security of students serviced by the Client or employees of the Client.



C. PERFORMANCE & INFORMATIONAL SHARING GUARANTEE

EDUStaff agrees that the Supplied Staff will perform all required services in a manner consistent with generally accepted proficiency and competency for the type and nature of services rendered. The Client shall communicate promptly to EDUStaff any performance failure, and EDUStaff will make every reasonable effort to address all issues within five (5) business days. Any issues that are unresolved to Client's satisfaction within five (5) business days shall allow Client to terminate this Agreement.

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

D. AFFORDABLE CARE ACT

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

- **Offer of Health Care Benefits** EDUStaff and Client intend to satisfy the requirements of Treasury Regulation 54.4980H-4(b)(2) under which an offer of group health coverage by EDUStaff is deemed to be an offer of group health coverage by Client for all purposes of Section 4980H of the Internal Revenue Code. As a result, EDUStaff will offer each Supplied Staff the opportunity to enroll in a group health plan that constitutes "minimum essential coverage" as defined in 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.
- **Reporting** To the extent permitted by law, EDUStaff will report the Supplied Staff as common law employees of EDUStaff in reports that EDUStaff files under Sections 6055 and 6056 of the Internal Revenue Code.
- **Indemnification** EDUStaff will indemnify and defend Client against any assessable payments imposed on Client with respect to Supplied Staff that are classified as "Classroom-based Substitute Staff" under Section 4980H(b) of the Internal Revenue Code.

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

This Agreement shall commence on the Effective Date identified in the first paragraph of this Agreement and remain in full force until June 30, 2024 unless terminated earlier as provided in this Section.

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

Either party may terminate this Agreement for any reason or for no reason upon sixty (60) days written notice to the other party. In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement immediately by giving written notice of termination to the breaching party. In the event of termination, Client will pay EDUStaff for all of the work satisfactorily performed up to the date of termination. Provisions in this Agreement related to indemnification, insurance, liability, confidentiality, and intellectual property shall survive any termination of the Agreement.

Both parties may agree to extend this agreement in accordance with the New Jersey Public School Contracts Law, with a simple extension addendum identifying this agreement, the parties, and its original termination date, and specifying the length of the extension.

SECTION 4: INVOICE AND PAYMENT



A. AMOUNT OF SERVICE FEES

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

B. INVOICE PROCEDURES AND PAYMENT OF SERVICE FEES

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

Client agrees to pay all invoices (as billed and/or approved) in accordance with the Prompt Payment Act. Any mutually agreed upon adjustments to an invoice will be applied in the next invoice cycle. In the event of chronic non-funded or late transactions, EDUStaff may declare a material breach of this Agreement and terminate the Agreement after giving the Client a reasonable opportunity to cure the default at which time all unpaid invoices and all charges for services provided and not yet invoiced shall become due and payable.

SECTION 5: LIABILITY, INSURANCE AND INDEMNITY

A. LIABILITY

EDUStaff shall indemnify, defend and hold harmless the Client, its board members, officers, directors, employees and agents, from and against all liability, damages, fines, causes of action, losses, costs or expenses (including attorney fees) arising from the actions or omissions by EDUStaff, its agents or employees (including Supplied Staff). In the event liability is incurred by Client in part from the acts or omissions of EDUStaff, its agents or employees, EDUStaff will be responsible for payment of its proportionate share of the damages and attorney fees in proportion to the respective percentages of fault giving rise to such liability.

EDUStaff is responsible for the payment of all taxes that are payable as the employer or contractor of Supplied Staff. EDUStaff further agrees to indemnify and hold harmless the Client for any liability with the Internal Revenue Service or any State tax agency, as well as local laws and regulations regarding the payment of such taxes on wages paid to its employees, including, but not limited to, withholdings for FICA, Medicare, Social Security and income tax. EDUStaff shall indemnify and hold harmless Client and its officers, directors and employees for any claims brought or liabilities imposed against Client, including claims related to workers' compensation, wage and hour laws, employment taxes and benefits. Client shall notify EDUStaff when any such claim has been asserted against Client and Client becomes aware of the applicability of this paragraph. Failure of Client to notify EDUStaff within a reasonable period of time of any such claims shall release EDUStaff from any liability that it may otherwise incur under this paragraph, provided that the delay caused prejudice to EDUStaff or prevented EDUStaff from rectifying the claim.

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

B. INSURANCE

EDUStaff shall procure and maintain insurance coverage throughout the term of the 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:** Client is responsible for obtaining insurance that covers Supplied Staff while operating any vehicle in the course of carrying out duties of Client.
- **Workers' Compensation Insurance** from a licensed insurance carrier or approved self-funded claims pool in accordance with and approved by the State of New Jersey.

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

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

EDUStaff general liability insurance policies shall contain an endorsement naming the Client as an additional insured, and such insurance shall be primary concerning the acts/omissions of EDUStaff employees. Concerning EPLI insurance, EDUStaff's policy applies in excess of all indemnification and insurance that may otherwise be available to the Client. EDUStaff insurance policies shall also include language requiring Client to be notified in writing at least thirty (30) days in advance of any change or cancellation of the policies. EDUStaff shall provide annually, or upon request, an updated insurance certificate containing coverage categories, limitations, additional insured, policy numbers, coverage dates and underwriting insurance carriers.

SECTION 6: INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

A. EDUSTAFF'S INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

All EDUStaff procedures and process materials are deemed Intellectual Property and/or Confidential Information if identified as "Intellectual Property" or "confidential information." These materials are inclusive of, but not limited to, training materials, process maps and secondary vendor interface procedures. Any documents, whether electronic or otherwise, produced by Supplied Staff while on assignment with the Client are deemed to be the property of the Client and Client shall have rights to use such documents indefinitely.

All information relating to or owned by EDUStaff that is clearly marked as confidential or intellectual property shall be held in confidence by Client and will not be disclosed to any third party or used by Client, except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement, or as may be required by law. EDUStaff acknowledges Client's obligation to comply with the New Jersey Open Public Records Act, N.J.S. 47:1A-1 and other similar disclosure laws which may affect the ability to withhold Intellectual Property and Confidential Information. Should Client determine that it may be legally obligated to disclose EDUStaff's Intellectual Property or Confidential Information, Client shall provide notice to EDUStaff at least three (3) business days in advance of producing any such Intellectual Property or Confidential Information.

Client's obligation of confidentiality extends for a period of 12 months after the termination of this Agreement. Protection by the Client does not apply to information or documents that are independently developed by Supplied Staff in the course of their work for Client, or information which lawfully becomes part of the public domain, or information which the Client gained knowledge or possession outside of any disclosure by or on behalf of EDUStaff. After the termination of this



Agreement, EDUStaff may submit a written request to Client for the return of EDUStaff's confidential information or intellectual property. Client will honor that request within 10 business days of the date the request was made unless otherwise prohibited by law.

B. CONFIDENTIAL STUDENT INFORMATION

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

The parties acknowledge and agree that EDUStaff (and Supplied Staff) may be subject to penalties for unauthorized disclosure or misuse of confidential student records under applicable law, including but not limited to a prohibition against EDUStaff (or Supplied Staff) from accessing confidential records for a defined period of time. Any such prohibition would constitute a material breach of this Agreement by EDUStaff.

SECTION 7: LEGAL COMPLIANCE

EDUStaff will comply with all federal, state and local laws applicable to EDUStaff, including but not limited to, the New Jersey Wage and Hour Law, the New Jersey Wage Payment Law, the Fair Labor Standards Act, the Immigration Reform Act, non-discrimination laws, and all other applicable laws pertaining to the services provided under this Agreement.

EDUStaff will not discriminate against any applicant. The Parties will not discriminate against Supplied Staff with respect to hire, assignment, or other terms or conditions of employment on the basis of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, military service, mental or physical disability, perceived disability, AIDS and HIV status, or any other characteristic or activity protected by state or federal law. The parties further agree that they will not discriminate against any student or recipient of services under this Agreement due to race, color, sex, religion, national origin, pregnancy, disability or any other characteristic protected by state or federal law. Any breach of this Section will be considered a material breach of the Agreement.

SECTION 8: MISCELLANEOUS

A. ASSIGNMENT

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

B. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed in all respects by New Jersey law. The parties agree that venue for any action regarding this agreement shall be in the State and Federal courts located in Essex County, New Jersey.

C. SEVERABILITY



negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

(Signatures on next page)

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

Client: **West Orange Board of Education**

By:

Name:

Its/Title:

Date:



Tonya Flowers

Business Administrator

1/13/22

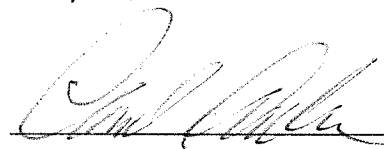
EDUStaff, LLC:

By:

Name:

Its/Title:

Date:



Clark Galloway
President
1-17-22

Exhibit A: SCOPE OF SERVICES AGREEMENT SUPPLEMENTAL SUBSTITUTE SERVICES

This Scope of Services Agreement is referred to in the EDUStaff Master Staffing Agreement as "Exhibit A" and is part of the Master Agreement. By signing this Scope of Services Agreement, the participating educational institution (Client) and EDUStaff agree to the terms of the Master Staffing Agreement and the Responsibilities detailed in this Scope of Services Agreement attached to the Master Agreement.

EDUStaff agrees to:

- **Marketing & Recruiting:** Marketing and recruit qualified individuals for open positions available at Client's worksite. The "Marketing & Recruiting Plan" shall be communicated and approved with the Client on an annual basis with the plan consistently followed throughout the school year.
- **Screening & Hiring:** Properly screen (based on state and Client requirements), reference check, select, hire, and assign qualified individuals to perform the services.
 - **Substitute Teacher Services:** It is the intent of the Parties that the Client shall have no employment responsibilities including employment supervisory responsibility, for EDUStaff employees assigned to the Client.
 - **All Other Supplied Staff:** EDUStaff shall either hire one of the existing departmental leaders to train and manage contracted staff or rely on the school's departmental site manager for these tasks.
- **Criminal History, Certification, and Required Reference Verification:** EDUStaff shall conform to any state and Client requirements as it pertains to the processing of criminal history, certification/permitting, and any required unprofessional conduct reference verification. Client shall only be involved in this process to the extent that the state regulator requirements mandate beyond a non-public school employer of supplied staff for the Client.
- **Training:** Supply the following training:
 - **Substitute Teachers:**
 - **Training Modules:** Bloodborne Pathogens, Sexual Harassment, Guide to Substitute Teachers, FERPA Laws, Seclusion & Restraint, Active Shooter, Allergy Management, State & Federal K-12 Laws,
 - **Face to face Training:** 2-hour workshop with emphasis on practical classroom management skills
 - **Ongoing Training:** Monthly distribution of topic-based training videos called "Sub Talk".
 - **Materials:** EDUStaff Policy & Procedures Manual & Classroom Workbook Manual
 - **District-Specific Materials & Training:** Client may attach additional materials or training to our active workshop.
 - **Non-Substitute Teachers:** EDUStaff shall provide non-positional training to include the above needed Training Modules. All "positional specific" training shall be conducted by the Client's assigned site manager.
- **Employer Duties:** Perform all duties of the employer, including, but not limited to, making all wage payments to and applicable wage deductions for and on behalf of EDUStaff's employees and agents providing services under this Agreement as specified previously in this Agreement. It is the intent of the Parties that EDUStaff shall be the sole employer for all individuals assigned to the Client pursuant to this Agreement.



- **Information & Auditing:** Provide an electronic information file for state informational submission by Client submission and access to desired supplied staff information for certification and criminal history audits. EDUStaff shall supply a database of supplied staff certification and abilities for Client placement needs. EDUStaff will provide itemized invoices to the Client. Invoices shall include job number, person for whom the substitute was secured, the number of hours/days worked and the total amount owed to EDUStaff.
- **Dispatching:** Manage all substitute information in the AESOP (Dispatch) system. AESOP shall be used for primary dispatching of substitute services. Daily, EDUStaff shall monitor and augment AESOP's dispatching placements with additional staff available until 10:00am for positions still unfilled during the current day.
- **Liability & Injury:** Be responsible for any claims for workers' compensation benefits or personal injury claims for job-related bodily injury or death asserted against the Client by any EDUStaff employees or, in the event of death, by their personal representatives, as previously noted. Client agrees to assist with initial injury reporting and investigations.
- **All Other Duties:** 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.

Client agrees to:

- **Initial startup:**
 - Attend initial EDUStaff implementation meeting and subsequent payroll/ process training meeting and provide appropriate Client contact information necessary to carry out Scope of Services
 - Provide EDUStaff with a copy of all policies and procedures that will apply to Supplied Staff in the performance of services for Client
 - Provide appropriate meeting space and technology access for Client training and contracted staff orientation meetings
- **Communications & Material:**
 - Supply informational material or appropriate access to information to all Supplied Staff, as deemed necessary by Client in order for successful execution of required tasks, such as building or assignment orientation, emergency procedures, etc.
 - Promptly contact EDUStaff in the event any EDUStaff employee or Supplied Staff violates any policy or procedure of Client, or if Supplied Staff is involved in any accidents or injuries
 - Allow for EDUStaff onsite performance evaluations and mediate parental/student interaction with EDUStaff
- **Information Flow Controls:**
 - Follow procedures as outlined by "Payroll Timeline Document"
 - Annually review with EDUStaff policies and rates prior to August 1st for local competitiveness and trends
 - Manage and systemize all non-substitute information and controls in the automated dispatch system
- **Payment of Services:**



- Pay EDUStaff invoice via EDUStaff-initiated ACH accordance to the payroll processing timeline document, unless otherwise agreed upon within the Master Agreement.
- 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"

IN WITNESS WHEREOF, the parties agreed and have accepted the terms of the Master Agreement and this Scope of Services.

Client: **West Orange Board of Education**

By:

Name:

Tonya Flowers

Its/Title:

Business Administrator

Date:

1/13/22

EDUStaff, LLC:

By:

Name:

Clark Galloway

Its/Title:

President

Date:

1-17-22

Exhibit B: Edustaff Pricing Schedule

Employee Classes:

Contract Rate

Classroom-Based Substitute Staff:
School Nurses:

30.00% of Staff Gross Payroll
33.00% of Staff Gross Payroll*

*Nursing rate provided is for common industry allied medical services only.

Rate Includes:

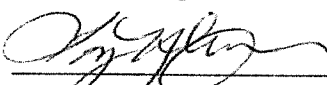
- Local Edustaff Recruiting Team
- Marketing & Advertising Budget (based on teacher count)
- Continued, unrestricted access to absence management software of choice
- ACA & Paid Medical Leave paid by Edustaff, not billable to client
- No advance payments or deposit

Additional Terms:

- On effective date, all new substitute employees will be hired by Edustaff
- All Edustaff employees will have equal access to job openings and will also be paid the same as Client substitute employees within the same classification
- Client may hire substitute teachers from the Edustaff sub pool for district employment with a one-time \$500.00 hiring fee
- Payment of invoices in accordance with the Prompt Payment Act.

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

Client: **West Orange Board of Education**

By: 
Name: Tonya Flowers
Its/Title: Business Administrator
Date: 1/13/22

Edustaff, LLC:

By: 
Name: **Clark Galloway**
Its/Title: **President**
Date: 1-17-22