



DEPARTMENT OF FACILITIES

DANNY CLEMENS, DIRECTOR
TRACY PARSLEY, MAINTENANCE SUPERVISOR
THOMAS STOKES, CUSTODIAL SUPERVISOR
GEORGE BROCK, ENERGY MANAGER

MEMO

TO: Dr. Jesse Bacon, Superintendent
FROM: Danny Clemens, Director of Facilities
Date: April 23, 2024
RE: Elwood Staffing Agreement **DC**

Presented for consent is to continue utilizing temporary employees from Elwood Staffing for cleaning purposes in district facilities. The temporary workers will be cleaning, using district supplied materials, in common areas, classrooms, and areas that are frequently occupied by students, faculty, and staff.

I recommend approval of this request.

Attached paperwork is listed below with *action items* noted for each:

- Elwood Staffing Agreement (Signature of Client on gg 1)

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION



Elwood Professional® • Elwood Tradesmen®
Skill Staff™

PROPOSAL FOR SERVICES

4/16/2024

Danny Clemons
Bullitt County Board of Education
1040 Highway 44 East
Shepherdsville, KY 40165
Dear:

Thank you for your interest in Elwood Staffing. I am pleased to provide the following proposal for your consideration. We know there is no shortage of choices when identifying a potential staffing partner, so we'd like to make your decision a bit easier by sharing why partnering with Elwood Staffing is a different and better experience:

- Our combination of in-person recruiting supported by virtual capabilities delivers the right talent with speed and precision.
- Our Service Promise consistently delivers a world-class experience that results in faster placements and greater retention.
- Our online workforce ordering and tracking tool provides transparency and drives results.
- Our automated timekeeping solutions increase efficiency and offer greater control and accountability.
- Our screening processes provide peace of mind, reduce exposure, and protect staffing investments.

The pricing reflected below shall remain open for your consideration for 90 days:

Description	Rate
Custodians	Pay Rate: \$16hr Bill Rate: \$21.60 Mark up: 35%

Elwood Staffing payment terms are net 14 days from the date of the applicable weekly invoice. At the completion of 520 hours on assignment through Elwood Staffing (the "Minimum Conversion Hours"), you may directly hire the applicable Elwood Staffing assigned associate without an additional fee, or you may continue their assignment as a temporary associate.

The *Terms & Conditions of Service* pursuant to which Elwood Staffing agrees to provide staffing services is enclosed. If you have any questions or concerns about the *Terms & Conditions of Service*, please do not hesitate to contact me.

I am confident that Elwood Staffing will add value to your organization's hiring and staffing programs and will serve as a dependable and strategic partner to provide you with the best talent in the marketplace. Thank you for the opportunity to demonstrate to you that Elwood Staffing is the home of **the better people, people.**®



Elwood Representative

Signature of Elwood representative: Brooke Grigsby

Printed Name of Elwood rep: Brooke Grigsby

Title of Elwood rep: Branch Manager

Elwood rep Phone #: 502-377-3482

Elwood rep Email: brooke.grigsby@elwoodstaffing.com

Client – Accepted by

Signature of Client: _____

Printed Name of Client: _____

Title of Client: _____



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1. **Placement of Associates.** Client shall specify to Elwood Staffing the number of temporary associates ("Associates") needed, the skills required of the Associates and the essential job functions required by Client for each position. Elwood Staffing shall assign Associates to perform the work specified by Client and under Client's supervision and direction at the location(s) and rate(s) agreed upon by the parties.
2. **Relationship with Associates.** As a staffing services provider, Elwood Staffing will be the employer of Associates and will be responsible for the staffing services set forth below. Client will be responsible for the environment in which Associates work, supervising the day-to-day performance and details of the work, their work product, and the other business-related responsibilities set forth below.
3. **Elwood Staffing's Responsibilities.** Elwood Staffing will:
 - a. Recruit, screen, interview, and hire Associates;
 - b. Assign Associates according to Client's requirements;
 - c. Pay Associates wages and provide them benefits that Elwood Staffing offers to them as its employees;
 - d. Timely pay, withhold, and transmit required payroll taxes and fulfill its obligations as the employer of Associates for unemployment compensation;
 - e. Provide workers' compensation benefits and coverage;
 - f. Administer unemployment and workers' compensation claims involving Associates;
 - g. Maintain Associate personnel and payroll records;
 - h. Comply with all provisions of the Patient Protection and Affordable Care Act (ACA) and its regulations applicable to Associates;
 - i. Verify the identity and work authorization of each Associate to work in the United States and retain documentation pursuant to and in the manner required by applicable law;
 - j. If requested by Client, conduct drug screening and post-offer criminal background checks in accordance with Client's criteria, which Client shall warrant are position-related and based on legitimate business need; and
 - k. Comply with all laws and regulations applicable to providers of temporary staffing services.
4. **Client's Responsibilities.** Client will:
 - a. Provide operational instruction, on-site training (including any powered industrial truck training or required certifications), and ongoing supervision to Associates in the same manner as Client's employees or as required by applicable law;
 - b. Properly, directly, and exclusively supervise, control, and safeguard its premises, processes, property (including intellectual property), and systems;
 - c. Provide Associates with a safe work site and appropriate information, training and safety equipment, including any personal protective equipment, as necessary for Associates to safely perform their work and as required by applicable safety and health standards;
 - d. Not allow Associates to work at heights over six feet on an unsecured ladder, over twelve feet on a secured ladder, scaffold or platform, or over twenty feet on a scissor or manlift without the prior written consent of Elwood Staffing and ensure appropriate fall protection systems are used and provided to Associates for any work at a height over four feet;
 - e. Timely notify Elwood Staffing of an accident or injury in the workplace involving an Associate, communicate following any accident or injury regarding existing workplace hazards and the need for any additional protective measures for Associates, allow Elwood Staffing's qualified representative to conduct an onsite investigation for any injury or accident involving an Associate, record all Associate injuries on Client's OSHA logs, and report all serious or fatal injuries to OSHA as required by law;
 - f. Use Associates only in assignments that match the job descriptions for which Elwood Staffing places them and provide advanced written notice to Elwood Staffing before adding to or changing the job duties of an Associate;
 - g. Use a timekeeping system that accurately records in and out time (including breaks) and complies with applicable federal and state laws, and timely approve hours worked by Associates;
 - h. Be responsible for any determinations to entrust Associates with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments or other valuables;
 - i. Be responsible for any equipment or accessories owned or leased by Client and entrusted to Associate to perform Associate's job responsibilities;
 - j. Be responsible for the conduct of its own officers, employees, and agents;
 - k. Notify Elwood Staffing in writing and immediately of any information that Client receives which may suggest that an Associate is not authorized to work in the United States;
 - l. Comply with all laws and regulations applicable to Client's business or imposed on Client as the recipient of staffing services; and
 - m. If Associates will be operating powered industrial trucks (e.g., forklifts) or similar motorized vehicles ("Equipment"):
 - i. Not request or permit over-the-road operation or transportation of hazardous materials;
 - ii. Maintain and inspect the Equipment and obtain any required permits or licenses;
 - iii. Be responsible for all powered industrial truck certification and training of Associates;
 - iv. Insure against, be responsible for, and defend, indemnify, and hold Elwood Staffing harmless from all claims, demands, liabilities, costs and expenses (including reasonable attorneys' fees) arising from or related to the use of the Equipment by Associates while on assignment (including acts or omissions of Associates), including but not limited to claims for property damage, bodily injury or death of any person, except for injuries or death of Associates, which are covered by Elwood Staffing's workers' compensation insurance.
5. **Billing.** Elwood Staffing will invoice Client on a weekly basis for all hours worked by Associates at the agreed hourly bill rate(s). Pricing is based on the volume, line of business, lengths and types of assignments, and use of standard electronic timekeeping and payment method systems, as represented by Client. To the extent these assumptions change, or in the event of wage and related tax, benefit or other cost increases resulting from statutory changes or new legal or agency guidance/determinations (e.g., increases in minimum wage, payroll taxes workers' compensation or unemployment insurance, and application of mandated government benefits), Elwood Staffing may modify pricing upon written notice to Client. Elwood

- Staffing shall invoice, and Client agrees to pay at the regular bill rate the cost of, any paid leave or time off mandated by applicable federal, state or local law as those hours are paid to eligible Associates on assignment to Client.
6. **Timekeeping.** Invoices will be supported by records from the timekeeping system specified by Client. Client shall not underreport or otherwise manipulate, or cause to be manipulated, hours worked by Associates, including through improper rounding practices or permitting off-the-clock work. Client shall be responsible for reviewing and approving (by signature or electronically) no later than the end of the day each Monday for the prior week's work unless otherwise agreed in writing a record of time worked, including any break times, by Associates. Client's approval of the hours submitted for Associates shall certify that the documented hours are correct and authorizes Elwood Staffing to bill Client for those hours. In the event Client is unavailable to timely approve time, Client shall appoint another representative or agent to approve time.
 7. **Overtime.** Associates shall be presumed to be nonexempt from laws requiring premium pay for overtime, holiday work or weekend work, unless Client specifies to Elwood Staffing otherwise at the time it specifies the type of Associate(s) needed and provides Elwood Staffing a detailed job description to confirm the exempt nature of the position.
 8. **Prevailing Wages.** Client agrees to inform Elwood Staffing in advance and in writing if the work to be performed by any Associate falls under a state or federal wage determination or order requiring the payment of prevailing wages. If Client fails to notify Elwood Staffing of an assignment's prevailing wage status as provided in this Paragraph, Client agrees to pay any charges associated with the conversion of the affected Associate's pay rates to the appropriate prevailing wage rates and associated fringe benefits, including any fines or penalties assessed by any governmental agency.
 9. **Payment Terms.** Client agrees to payment terms of due net 14 days and agrees late charges will accrue and be owed on unpaid balances after 14 days from the date of the invoice at the rate of 1.5% per month. If a portion of any invoice is disputed, Client shall pay the undisputed portion. If invoices are placed for collection, Client agrees to pay all collections costs, including attorney fees, court costs, and late charges.
 10. **Conversion of Associates.** Client acknowledges that Elwood Staffing has invested substantial resources in recruiting, screening, training, and retaining a temporary workforce. Client agrees that if Client uses the services of any Associate as Client's employee, as an independent contractor or indirectly through any other person, staffing firm or other third party prior to that particular Associate's completion of the Minimum Conversion Hours listed in the proposal letter or within 180 days after the Associate's completion of an assignment for Client, Client must notify Elwood Staffing and either: (a) continue the Associate's assignment from Elwood Staffing until such time as that individual completes the Minimum Conversion Hours through Elwood Staffing; or (b) pay Elwood Staffing a conversion fee in an amount derived from the following conversion formula: (Minimum Conversion Hours) – (number of hours Associate has already worked for Client) x (1/2 of Associate's hourly wage). If no Minimum Conversion Hours are stated in the proposal letter, the default Minimum Conversion Hours are 720 hours.
 11. **Insurance.** Elwood Staffing represents and warrants to Client that Elwood Staffing carries and shall carry insurance to cover Elwood Staffing's operations with the following type of insurance or other coverage: (a) Workers' Compensation for coverage of Associates in an amount not less than required by applicable law; (b) Employers' Liability; (c) Commercial General Liability; and (d) Umbrella Liability. Elwood Staffing agrees to provide Client with certificates of this insurance coverage, upon request.
 12. **Equal Opportunity Employer.** Client acknowledges that Elwood Staffing is an equal opportunity employer and agrees that Client shall not harass, discriminate against, retaliate, or otherwise take adverse action against any Associate on the basis of age, disability, on-the-job injury, national origin, marital status, pregnancy, race, religion, sex, or upon any other basis protected by federal, state or local laws. Client agrees to cooperate with Elwood Staffing in the interactive process related to exploration of reasonable accommodations for Associates when required by applicable laws.
 13. **Confidentiality.** Both parties may receive information that is proprietary or confidential to the other party or its affiliated companies and their clients or employees. Both parties agree to hold such information in strict confidence and not disclose such information to third parties or use such information for any purpose whatsoever other than performing under these terms and conditions of service or as required by law. No knowledge, possession or use of Client's confidential information will be imputed to Elwood Staffing as a result of any Associate access to such information. Client agrees to use reasonable care, including putting in place adequate file and data security measures, to maintain the confidentiality and security of any Associate medical or personal information that Elwood Staffing may share with Client.
 14. **Indemnification.** To the extent permitted by law, each party (the "Indemnifying Party") will defend, indemnify and hold the other party and its parent, subsidiaries, directors, officers, agents, representatives, and employees ("Indemnified Party") harmless from all claims, losses and liabilities (including reasonable attorney fees) to the extent caused by the Indemnifying Party's (a) violation of law, (b) material breach of these terms and conditions, including but not limited to the obligations listed in Paragraphs 3 and 4; or (c) negligence, gross negligence or willful misconduct in carrying out the duties and responsibilities set forth in these terms and conditions. **Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with these Terms and Conditions of Service, regardless of how characterized, even if such party has been advised of the possibility of such damages.**
 15. **Independent Contractor.** Nothing in these terms and conditions of service makes either party agents, partners or joint venturers of the other.
 16. **Force Majeure.** Neither party will be responsible for failure or delay because of force majeure events.
 17. **Governing Law and Venue.** These terms and conditions of service shall be interpreted according to the laws of the State of Indiana without regard to conflicts of law principles. In the event of a dispute, the parties agree that jurisdiction for any action brought pursuant to or in connection with these terms and conditions of service shall lie exclusively in the state or federal courts over Bartholomew County, Indiana.
 18. **Miscellaneous.** These terms and conditions of service supersede all prior agreements and understandings, whether written or verbal between the parties with respect to the content contained herein and may not be amended or modified except in writing signed by each of the parties' authorized representatives. These terms and conditions of service may not be assigned by either party without the other party's prior written consent. These terms and conditions of service shall be binding upon the parties hereto, their heirs, personal representatives, successors, transferees, agents and assigns. If any these terms and conditions of service are deemed to be invalid, all remaining provisions shall continue in full force and effect.