

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

DEPARTMENT OF FACILITIES

MEMO

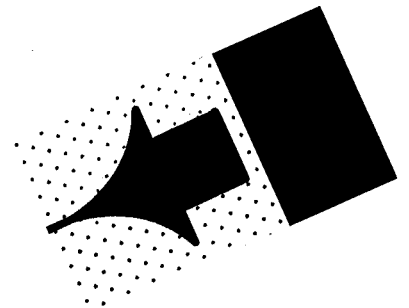
TO: Dr. Jesse Bacon, Superintendent
FROM: Danny Clemens, Director of Facilities
Date: May 28, 2024
RE: Elwood Staffing Agreement **DC**

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 pg 1)



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

A handwritten signature in black ink, appearing to read 'TV Wood', is written over the mission statement.

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

This *Client Services Agreement* ("Agreement") is between Elwood Staffing Services, Inc. ("Elwood Staffing") and Bullitt County Board of Education ("Client") regarding the provision of temporary employees ("Associates") and related staffing services by Elwood Staffing to Client.

1. **Placement of Associates.** Client shall specify to Elwood Staffing the number of 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) as set forth in Exhibit A.
2. **Elwood Staffing's Responsibilities.** As the common law employer of Associates, 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; and
 - j. If requested on Exhibit A, 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.
3. **Client's Responsibilities.** Client will:
 - a. Be responsible for the environment in which Associates work, supervising the day-to-day performance and details of their work and work product;
 - b. Be responsible for its business operations, products, services, and intellectual property;
 - c. Provide operational instruction, on-site training, and ongoing supervision to Associates in the same manner as Client's employees or as required by applicable law;
 - d. Properly, directly, and exclusively supervise, control, and safeguard its premises, processes, property, and systems;
 - e. 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;
 - f. 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-five 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;
 - g. 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;
 - h. Not move Associates to a different work site or materially change their assignment or job duties to a position requiring additional screening or significantly different skills (e.g., assembler to forklift operator) without prior written approval of Elwood Staffing;
 - i. 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;
 - j. 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, or to request or permit Associates to operate cars, trucks or other motor vehicles;

- k. Be responsible for any equipment or accessories owned or leased by Client and entrusted to Associate to perform Associate's job responsibilities; and
 - l. If Associates will be operating powered industrial trucks (e.g., forklifts), heavy equipment (e.g., lattice, tower, or boom cranes), 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.
4. **Direct Placement Services.** Elwood Staffing shall recruit, screen, interview, and submit direct hire candidates for Client's approval in accordance with the skills, education and experience required for each position. Client shall specify to Elwood Staffing the essential job functions and requirements of each position. If the employment of a direct hire candidate with Client terminates for any reason other than lack of work during the first 30 calendar days after the candidate's start date with the Client pursuant to a contingency search, Elwood Staffing shall replace the candidate for no additional fee, other than a differential debit or credit based upon the application of the placement fee to the replacement candidate's first-year compensation, if the fee is based on a % of first-year compensation. This guarantee is contingent upon the Client submitting payment according to the payment terms contained herein. Client agrees that in the event Client directly or indirectly uses the services of a candidate previously presented to Client by Elwood Staffing, as Client's direct employee, an independent contractor, or through any person or firm other than Elwood Staffing within one year of the date of the presentation of said candidate to Client, Client agrees to pay Elwood Staffing the direct placement fee applicable to contingency search candidates identified in Exhibit A.
5. **Billing.** Elwood Staffing will invoice Client on a weekly basis for all hours worked by Associates at the agreed hourly bill rate(s) identified in Exhibit A. 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. All charges are subject to state, county, and local sales tax where applicable and based upon where the work is performed. In the event Client requests Elwood Staffing to engage in any additional screening or provide additional services or support not expressly set forth in this Agreement, Client agrees that any expense associated therewith, if any, shall be invoiced to and paid by Client, pursuant to the payment terms set forth in this Agreement. Additional screening, services and support may include, but is not limited to, additional pre-employment screening or testing, bonuses, vacation pay, gifts, incentives, events or raffles and service pay.
6. **Timekeeping.** Invoices will be supported by records from the timekeeping system specified by Client in Exhibit A. 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. There will be a 3.5% additional service charge on all payments made with a credit card. 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 Exhibit A 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).
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. **Compliance with Laws.** Each party shall, at its own expense, comply with all applicable laws, orders, and regulations of federal, state and municipal authorities, including but not limited to applicable state and federal employment laws, including, but not limited to Title VII of the Civil Rights Act, The Americans with Disabilities Act, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the National Labor Relations Act, and the Immigration Reform and Control Act. Each party agrees it shall not tolerate or engage in human trafficking or forced labor of any kind and shall cooperate with the other party to comply with all laws, including engaging 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 this Agreement 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 in its possession.
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 this Agreement, 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 this Agreement. **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 this Agreement, regardless of how characterized, even if such party has been advised of the possibility of such damages.**
15. **Term & Termination.** This Agreement will continue in full force and effect from the latest date reflected in the signature block below until either party gives the other at least 30 days' written notice of termination. Elwood Staffing may terminate immediately for non-payment. After termination, the Agreement will continue to govern the parties' rights and obligations with respect to business done before termination.
16. **Independent Contractor.** Nothing in the Agreement makes Elwood Staffing and Client agents, partners or joint venturers of the other.
17. **Force Majeure.** Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
18. **Governing Law and Venue.** This Agreement 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 this Agreement shall lie exclusively in the state or federal courts over Bartholomew County, Indiana.

19. **Miscellaneous.** This Agreement (including Exhibit A) supersedes 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. This Agreement may not be assigned by either party without the other party's prior written consent. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors, transferees, agents and assigns. If any provision of this Agreement is deemed to be invalid, all remaining provisions shall continue in full force and effect. Any delay or waiver by a party to declare a breach or seek any remedy available under this Agreement or by law shall not constitute a waiver as to any past or future breaches or remedies.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

Client

Elwood Staffing Services, Inc.

Signature Date

Brooke Grigsby

Signature Date

Print Name: _____

Print Name: Brooke Grigsby

Title: _____

Title: Branch Manager

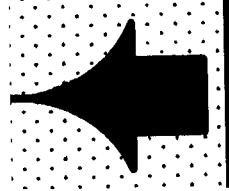


EXHIBIT A: RATES & SERVICING REQUIREMENTS

Positions and Rates: The bill rate shall be equal to the Associate's hourly pay rate plus the markup percentage below:

| Position/Title/Category | Location (City/State) | Markup % Regular Hours | Markup % Overtime Hours |
|-------------------------|---------------------------|------------------------|-------------------------|
| Custodians | All of Bullitt County, KY | 35% | 35% |
| | | | |
| | | | |
| | | | |

Minimum Conversion Hours (see Paragraph 10): 520 (for recruited Associates)
520 (for payrolled/referred Associates)

Direct Placement Fee (see Paragraph 4):

| Category/Description | Direct Hire Fee (% of total annualized first-year compensation) |
|----------------------|---|
| N/A | |
| | |
| | |

Pre-Employment Drug Test:

- None
- Instant cup. Includes: Amphetamines, Cocaine, Methamphetamines, Opiates & Oxycontin.
Client invoiced \$0 per associate.
- Other, specify: _____
Client invoiced \$ _____ per associate.

Pre-Employment Criminal Background Check:

- None
- National Database Package Only: SSN Validation, National Criminal Database, National Sex Offender Search, OFAC/Patriot Act/Global Watchlist Search
- Other, specify: Background that goes back the past 7 years and national sex offender
- Client invoiced \$ _____ per criminal background check

Timekeeping Method:

- Existing Client Timekeeping System
Describe: _____
- Online Timesheets (OTS)
- SwipeClock
 - Physical Clock Mobile App Geofencing option
- Other, specify: Paper timesheets

PPE: Yes No **If yes:** Client invoiced \$ _____ per piece Supplied by Client

Uniforms: Yes No **If yes:** Client invoiced \$ _____ per piece Supplied by Client

Badges: Yes No **If yes:** Client invoiced \$ _____ per piece Supplied by Client