

JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, ASSISTANT SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Dr. Jesse Bacon, Superintendent
FROM: Dr. Lee Barger, Director CCR / Innovative Programs
DATE: October 3, 2025
RE: Elwood Staffing Amendment

Please see the attached Amendment between Elwood Staffing Services, Inc. and Bullitt County Public Schools for the 2025-2026 school year. BCPS intends to participate in a temporary internship program, "After the Tassel", for graduated high school students.

This agreement has been reviewed by Dinsmore & Shohl LLP. Please place this request for approval on the October board agenda.

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

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

This Amendment ("Amendment") is entered into effective October 2, 2025 by and between Elwood Staffing Services, Inc. ("Elwood Staffing") and Bullitt County Public Schools ("Client").

WHEREAS, Elwood Staffing and Client entered into an agreement dated September 22, 2022, pursuant to which Elwood Staffing provides staffing and employment-related services to Client ("Agreement");

WHEREAS, Elwood Staffing and Client wish to amend the Agreement as specifically set forth in this Amendment; and

NOW THEREFORE, the parties agree as follows:

1. Client intends to participate in a temporary internship program, "After the Tassel," for graduated high school students. Pursuant to that program, the parties agree to the provisions hereunder.
 - a. Elwood Staffing will payroll the students whom Client selects for the program and bill Client at the following rate: **\$15 pay rate with a 35% markup.**
 - b. Client will work with their community partners (some of which are existing Elwood Staffing clients and others current prospective Elwood Staffing clients) to create an agreement with Elwood Staffing for the placement of the students.
 - c. Elwood Staffing will assign the students to Client's designated community partners, and those partners will supervise the students at their own worksites and direct the students in their daily tasks.

2. Except to the extent expressly modified herein, all terms and conditions of the Agreement and prior amendments, if any, shall remain in full force and effect.

SO AGREED.

Bullitt County Public Schools

Elwood Staffing Services, Inc.

Signature of Authorized Representative Date

Signature of Authorized Representative Date

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

Phone: 502-869-8000
Fax: 502-543-3608
www.bullittschools.org

DATE: September 7, 2022
TO: Jesse Bacon, Superintendent *JB*
FROM: Todd Crumbacker, Director of School Nutrition Services
RE: Permission to Use Staffing Agency for
School Nutrition Cook/Baker Support

I am requesting the Board's approval to utilize the following staffing agency to provide temporary cook/baker support to our School Nutrition Department:

- Elwood Staffing

The request is due to a shortage of cook/baker support, specifically at North Bullitt High School (2 vacancies) and our traveling cook/baker positions (4 vacant positions). We are not seeing any interest in these positions, therefore, I am requesting support from Elwood Staffing.

Attached is the current "Client Agreement" with Elwood Staffing. We simply added food service cook/baker to the roles/responsibilities.

Attachment:

- Elwood Staffing Client Agreement

Equal Education and Employment Institution

TWood

June 22, 2020 Revised September 9, 2022

Tony Roth /Todd Crumbacker
Bullitt County Schools
STREET ADDRESS
CITY/STATE/ZIP

Dear Tony: /Dear Todd

Thank you for your interest in Elwood Staffing. I am pleased to provide the following proposal for your consideration. The pricing reflected in this proposal is inclusive of the following:

- All candidates will be recruited, interviewed and tested by Elwood Staffing.
- All candidates will be required to establish authorization to work and will be screened through E-Verify.
- All candidates selected to receive a conditional offer of assignment will be required to pass a 4-panel pre-employment drug screen.
- Elwood Staffing will administer all payroll, payroll taxes, withholdings, tax filing, record keeping and unemployment insurance with respect to all Elwood Staffing assigned associates.
- Elwood Staffing will provide workers' compensation insurance coverage for all Elwood Staffing assigned associates.
- Elwood Staffing will provide ACA-compliant benefit offerings to Elwood Staffing assigned associates, which includes a full range of reasonably priced health insurance product options.

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

Description	Rate
Temperature Takers for School Buses	35%
Cafeteria Workers /Food Service/Cook/Baker	35%
Sanitizers / Janitors	35%

Elwood Staffing payment terms are net 14 days from the date of the applicable weekly invoice. At the completion of 720 hours on assignment through Elwood Staffing, you may directly hire the applicable Elwood Staffing assigned associate without an additional fee, or you may continue their assignment as a temporary associate.

A copy of 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.®***

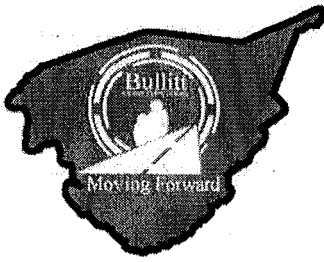
Angie Covin
270-735-6230
Angie.covin@elwoodstaffing.com

1. Client shall specify to Elwood Staffing the number of temporary associates (collectively "Associates" and individually "Associate") needed, the skills required of the Associates and the essential job functions required by Client for each position.
2. Elwood Staffing shall recruit, screen, interview and assign Associates to perform work specified by Client and under Client's supervision. Elwood Staffing shall timely pay, withhold and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and administer unemployment and workers' compensation claims involving Associates.
3. Client agrees that the bill rates are subject to change in the event of statutory cost increases, including but not limited to payroll taxes, increases in applicable minimum wage, workers' compensation, unemployment, and by application of mandated government benefits, rules and regulations. Elwood Staffing shall invoice, and Client agrees to pay 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.
4. If Client retains any Associate for a period of at least 4 hours, Client is responsible for paying all fees due for services performed by the Associate. Client shall immediately notify Elwood Staffing of any Associate complaints, Associate termination requests, Associate terminations or completion of any Associate's assignment. If for any reason Client is unsatisfied with the performance of an Associate and notifies Elwood Staffing within the first 4 hours of the assignment, Client will not be charged for the services rendered by that Associate. The total duration of each assignment shall be determined by Client.
5. Client acknowledges that Elwood Staffing has incurred substantial recruitment, screening, training, administrative and marketing expenses with respect to the establishment and maintenance of a temporary workforce and that the identity, telephone number, address, skills, qualifications, preferences and work history of Associates constitute a trade secret belonging to Elwood Staffing. Therefore, Client agrees that if Client uses the services of any Associate as Client's direct employee, as an independent contractor, or through any person or firm other than Elwood Staffing prior to that particular Associate's completion of 720 hours of work for Client through Elwood Staffing or within 180 days after the Associate's completion of an assignment for Client, Client must notify Elwood Staffing and (a) continue the Associate's assignment from Elwood Staffing until such time as that individual completes 720 hours of work for Client through Elwood Staffing; or (b) pay Elwood Staffing a conversion fee in an amount derived from the following conversion formula: $(720) - (\text{number of hours Associate has already worked for Client}) * (1/2 \text{ of Associate's hourly wage})$. The sum provided for in sub-paragraph (b) herein is for liquidated damages and is not a penalty.
6. Client shall properly, directly and exclusively supervise, control and safeguard its premises, processes and systems. Client shall be solely responsible for any and all determinations of Client to allow Associates to operate any vehicle, mobile equipment, or motorized equipment. Client shall further be solely responsible for any and all determinations of Client to entrust Associates with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments or other valuables. Client shall provide Associates with a safe work site and provide appropriate information, training and safety equipment as necessary. In the event that Client seeks to add to or change the responsibilities of an assigned Associate, Client agrees to notify Elwood Staffing in writing and in advance.
7. In the event Associates utilize any powered industrial trucks or other power equipment ("Equipment") while on assignment by Elwood Staffing to Client, whether said Equipment is owned or non-owned by Client, Client shall: (a) not request or permit over-the-road operation; (b) not request or permit Associates to transport hazardous material; (c) insure against any liabilities arising from or related to the operation of Equipment by Associates while on assignment, except for claims of bodily injury, including death, to Associates, which are covered by workers' compensation insurance carried by Elwood Staffing; (d) be responsible for, defend, indemnify and hold Elwood Staffing, its officers, directors, employees, and agents, harmless from any and all claims, demands, proceedings, causes of action, damages, liabilities, losses, costs and expenses of every kind and description, including reasonable attorneys' fees and/or litigation expenses, related to or arising from the operation of the Equipment by Associates while on assignment with Client (including the acts or omissions of Associates), including but not limited to, claims for property damage (including damage to Equipment, as well as the contents and/or cargo thereof, of any of Client property or the property of any other person) and the bodily injury or death of any person, except for injuries to or the death of Associates; (e) Maintain and inspect the Equipment and will obtain any required permits or licenses; and (f) be responsible for all powered industrial truck certification, training, re-certification, or re-training of Associates as dictated by the then-applicable law or regulation.
8. Client agrees to provide operational instruction to Associates in the same manner as Client's employees or as required by applicable law. Client agrees that a qualified Client representative will perform on-site training and on-going supervision for all Associates. Client agrees that no Associates will be working 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. Client agrees that appropriate fall protection systems will be used and provided to Associates for any work at a height over four feet. The parties agree that each shall notify the other in the event it learns of an accident or injury in the workplace involving an Associate. Client agrees that it will allow Elwood Staffing's qualified representative to conduct an onsite investigation for any injury or accident involving an Associate.
9. Elwood Staffing shall verify the identity and work authorization of each Associate to work in the United States. Elwood Staffing agrees to retain documentation evidencing identity and work authorization pursuant to and in the manner required by applicable law. Client agrees to 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.

10. Elwood Staffing invoices reflect payroll, insurance and taxes already paid to and on behalf of Associates performing services to Client. Client agrees to payment terms of due net 14 days and agrees late charges will accrue on unpaid balances after 14 days from the date of the invoice at the rate of 1.5% per month. Client agrees to pay said late charges when applicable. Elwood Staffing shall submit invoices to Client on a weekly basis.
11. 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 law/regulation/ordinance. Client agrees to cooperate in the interactive process related to exploration of reasonable accommodations for Associates when required by applicable law/regulation/ordinance.
12. Invoices will be supported by pertinent time sheets or other agreed system for documenting time worked by Associates. Client's signature or other agreed method of 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. If a portion of any invoice is disputed, Client shall pay the undisputed portion.
13. Client acknowledges and agrees that to the extent Client requires Elwood Staffing to conduct a post-offer criminal background check on Associates assigned to Client's facility, Elwood Staffing is and will be relying solely upon Client to determine the disqualifying criminal convictions, if any, for Client's positions and inform Elwood Staffing of the same. Client represents and warrants to Elwood Staffing that Client's determinations with respect to disqualifying criminal convictions, if any, are and shall be position-related and based upon Client's legitimate business necessity.
14. 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. 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.
15. 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 documentation evidencing said insurance upon Client's request for the same.
16. Both parties may receive information that is proprietary or confidential to the other party or its affiliated companies and their clients. 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 & 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.
17. To the extent permitted by law, Client will defend, indemnify and hold Elwood Staffing and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from: (a) all claims, losses and liabilities (including reasonable attorney fees) to the extent caused by Client's breach of this Agreement; (b) Client's failure to discharge its duties and responsibilities set forth in this Agreement; and (c) the negligence, gross negligence or willful misconduct of Client. Likewise, and to the extent permitted by law, Elwood Staffing will defend, indemnify and hold Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from: (a) all claims, losses and liabilities (including reasonable attorney fees) to the extent caused by Elwood Staffing's breach of this Agreement; (b) Elwood Staffing's failure to discharge its duties and responsibilities set forth in this Agreement; and (c) the negligence, gross negligence or willful misconduct of Elwood Staffing.
18. Elwood Staffing shall comply with all provisions of the Patient Protection and Affordable Care Act (ACA) applicable to Associates, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in the Internal Revenue Code ("Code") §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

Elwood Staffing shall not be liable for any taxes, penalties, or other liabilities under Code §4980H where such tax, penalty, or other liability results from the imposition of penalties under (i) Code §4980H(a), as a result of the failure by Client to make offers of minimum essential coverage to Client's employees under an eligible employer-sponsored plan, or (ii) Code §4980H(b) as a result of Client's making an offer of minimum essential coverage to Client's employees under an eligible employer-sponsored plan that is either unaffordable or fails to provide minimum value.

19. These terms and conditions of service may not be assigned by either party without prior written consent of the other party. These terms and conditions of service shall be binding upon the parties hereto, their heirs, personal representatives, successors, transferees, agents and assigns. 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 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 shall lie exclusively in the state or federal courts over Bartholomew County, Indiana. If any provision or part of these terms and conditions of service is deemed to be invalid, all remaining provisions shall continue in full force and effect.



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

Phone: 502-869-8000
Fax: 502-543-3608
www.bullittschools.org

Memo

To: Jesse Bacon, Superintendent *JB*

From: Tony Roth, Transportation Director *TRoth*

Date: July 20, 2020

Re: Request to Hire Temporary Monitors

The request is to enter agreement with Elwood Staffing of Shepherdsville to provide temporary monitors on school buses. During the COVID pandemic, these monitors will take temperatures, dispense hand sanitizer, and complete daily bus manifest. FEMA will reimburse 87% of costs for this service. The agreement has been reviewed by Eric Farris, Buckman Farris & Mills.

Attachment:

Elwood Staffing Agreement

Approved by the
Bullitt County
Board of Education
Date: JUL 27 2020

Equal Education and Employment Institution

Blystan

This *Client Agreement* ("Agreement") is entered into on the date set forth below by and between Elwood Staffing Services, Inc. ("Elwood Staffing") and Bullitt County Schools ("Client").

1. Client shall specify to Elwood Staffing the number of temporary associates (collectively "Associates" and individually "Associate") needed, the skills required of the Associates, and the essential job functions required by Client for each position.
2. Elwood Staffing shall recruit, screen, interview, and assign Associates to perform work specified by Client and under Client's supervision. Elwood Staffing shall timely pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and administer unemployment and workers' compensation claims involving Associates. The Client's servicing requirements are attached hereto as Exhibit A.
3. The bill rate(s) for Associates shall be equal to the Associate hourly pay rate plus the markup percentage(s) identified below:

Description / Category	Mark Up %
Temperature Screening Positions	35%

Client agrees that the bill rates are subject to change in the event of statutory cost increases, including but not limited to payroll taxes, increases in applicable minimum wage, workers' compensation, unemployment, and by application of mandated government benefits, rules and regulations. Elwood Staffing shall invoice, and Client agrees to pay 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.

4. If Client retains any Associate for a period of at least 4 hours, Client is responsible for paying all fees due for services performed by the Associate. Client shall immediately notify Elwood Staffing of any Associate complaints, Associate termination requests, Associate terminations or completion of any Associate's assignment. If for any reason Client is unsatisfied with the performance of an Associate and notifies Elwood Staffing within the first 4 hours of the assignment, Client will not be charged for the services rendered by that Associate. The total duration of each assignment shall be determined by Client.

5. Minimum Conversion Hours: 520 hours

Client acknowledges that Elwood Staffing has invested substantial financial and human capital resources for recruitment, screening, training, administrative and marketing expenses with respect to the establishment and maintenance of 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 entity prior to that particular Associate's completion of the Minimum Conversion Hours 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) * (1/2 of Associate's hourly wage).

6. Client shall properly, directly and exclusively supervise, control and safeguard its premises, processes and systems. Client shall be solely responsible for any and all determinations of Client to allow Associates to operate any vehicle, mobile equipment, or motorized equipment. Client shall further be solely responsible for any and all determinations of Client to entrust Associates with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments or other valuables. Client shall provide Associates with a safe work site and provide appropriate information, training and safety equipment as necessary. If Client seeks to add to or change the responsibilities of an assigned Associate, Client agrees to notify Elwood Staffing in writing and in advance. Client cannot guarantee that Associates will not be exposed to or develop COVID-19.

7. Client agrees to provide operational instruction to Associates in the same manner as Client's employees or as required by applicable law. Client agrees that a qualified Client representative will perform on-site training and on-going supervision for all Associates. Client agrees that no Associates will be working 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. Client agrees that appropriate fall protection systems will be used and provided to Associates for any work at a height over four feet. The parties agree that each shall notify the other in the event it learns of an accident or injury in the workplace involving an Associate. Client agrees that it will allow Elwood Staffing's qualified representative to conduct an onsite investigation for any injury or accident involving an Associate.
8. In the event Associates utilize any powered industrial trucks or other power equipment ("Equipment") while on assignment by Elwood Staffing to Client, whether said Equipment is owned or non-owned by Client, Client shall: (a) Not request or permit over-the-road operation; (b) Not request or permit Associates to transport hazardous material; (c) Insure against any liabilities arising from or related to the operation of Equipment by Associates while on assignment, except for claims of bodily injury, including death, to Associates, which are covered by workers' compensation insurance carried by Elwood Staffing; (d) Be responsible for, defend, indemnify and hold Elwood Staffing harmless from any and all claims, demands, proceedings, causes of action, damages, liabilities, losses, costs and expenses of every kind and description, including reasonable attorneys' fees and/or litigation expenses, related to or arising from the operation of the Equipment by Associates while on assignment with Client (including the acts or omissions of Associates), including but not limited to, claims for property damage (including damage to Equipment, as well as the contents and/or cargo thereof, of any of Client property or the property of any other person) and the bodily injury or death of any person, except for injuries to or the death of Associates; (e) Maintain and inspect the Equipment and will obtain any required permits or licenses; and (f) Be responsible for all powered industrial truck certification, training, re-certification, or re-training of Associates as dictated by the then-applicable law or regulation.
9. Elwood Staffing shall verify the identity and work authorization of each Associate to work in the United States. Elwood Staffing agrees to retain documentation evidencing identity and work authorization pursuant to and in the manner required by applicable law. Client agrees to 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.
10. Elwood Staffing invoices reflect payroll, insurance and taxes already paid to and on behalf of Associates performing services to Client. Client agrees to payment terms of due net 14 days and agrees late charges will accrue on unpaid balances after 14 days from the date of the invoice at the rate of 1.5% per month. Elwood Staffing shall submit invoices to Client on a weekly basis.
11. 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 law/regulation/ordinance. Client agrees to cooperate with Elwood Staffing in the interactive process related to exploration of reasonable accommodations for Associates when required by applicable law/regulation/ordinance.
12. Invoices will be supported by pertinent time sheets or other agreed system for documenting time worked by Associates. Client's signature or other agreed method of 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. If a portion of any invoice is disputed, Client shall pay the undisputed portion.
13. Client acknowledges and agrees that to the extent Client requires Elwood Staffing to conduct a post-offer criminal background check on Associates assigned to Client's facility, Elwood Staffing is and will be relying solely upon Client to determine the disqualifying criminal convictions, if any, for Client's positions and inform Elwood Staffing of the same. Client represents and warrants to Elwood Staffing that Client's determinations with respect to disqualifying criminal convictions, if any, are and shall be position-related and based upon Client's legitimate business necessity.
14. 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. 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.

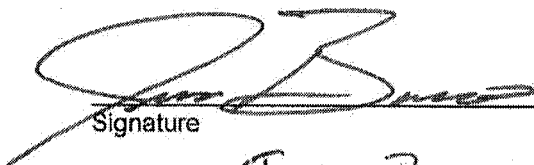
15. Elwood Staffing represents and warrants to Client that Elwood Staffing carries and shall carry insurance to cover Elwood Staffing's operations with the following type of insurance or other coverage: (a) Workers' Compensation for coverage of Associates in an amount not less than required by applicable law; (b) Employers' Liability; (c) Commercial General Liability; and (d) Umbrella Liability. Elwood Staffing agrees to provide Client with documentation evidencing said insurance upon Client's request for the same.
16. Both parties may receive information that is proprietary or confidential to the other party or its affiliated companies and their clients. 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.
17. To the extent permitted by law, Client will defend, indemnify and hold Elwood Staffing and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from: (a) all claims, losses and liabilities (including reasonable attorney fees) to the extent caused by Client's breach of this Agreement; (b) Client's failure to discharge its duties and responsibilities set forth in this Agreement; and (c) the negligence, gross negligence or willful misconduct of Client. Likewise, and to the extent permitted by law, Elwood Staffing will defend, indemnify and hold Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from: (a) all claims, losses and liabilities (including reasonable attorney fees) to the extent caused by Elwood Staffing's breach of this Agreement; (b) Elwood Staffing's failure to discharge its duties and responsibilities set forth in this Agreement; and (c) the negligence, gross negligence or willful misconduct of Elwood Staffing.
18. Elwood Staffing shall comply with all provisions of the Patient Protection and Affordable Care Act (ACA) applicable to Associates, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in the Internal Revenue Code ("Code") §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

Elwood Staffing shall not be liable for any taxes, penalties, or other liabilities under Code §4980H where such tax, penalty, or other liability results from the imposition of penalties under (i) Code §4980H(a), as a result of the failure by Client to make offers of minimum essential coverage to Client's employees under an eligible employer-sponsored plan, or (ii) Code §4980H(b) as a result of Client's making an offer of minimum essential coverage to Client's employees under an eligible employer-sponsored plan that is either unaffordable or fails to provide minimum value.

19. This Agreement may not be assigned by either party without prior written consent of the other party. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors, transferees, agents and assigns. This Agreement 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 shall be interpreted according to the laws of the State of Kentucky 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 Bullitt County, Kentucky. If any provision of this Agreement is deemed to be invalid, all remaining provisions shall continue in full force and effect.

Client

Elwood Staffing Services, Inc.


 Signature _____ Date _____

Print Name: Jesse Bacon

Title: Superintendent


 Signature _____ Date 8/25/2020

Print Name: Lia Elliott

Title: General Counsel

EXHIBIT A: SERVICING REQUIREMENTS

Recruiting Qualified Candidates	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ _____ per candidate
In-Person Interview of Candidates	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ _____ per candidate
Basic Skills Assessment	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ _____ per candidate
Payroll Administration	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ _____ per candidate
UI Benefit Administration	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ _____ per candidate
Elwood Staffing Benefits	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ _____ per candidate
I-9 Completion & E-Verify	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ _____ per candidate
Electronic Invoicing	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ _____ per candidate
Workers' Compensation Coverage	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ _____ per candidate

Worksite Location (Physical Address): 1040 Ky-44, Shepherdsville, KY 40165

Pre-Employment Drug Test: 4-panel (instant cup) 5-panel (instant cup)
 6-panel (instant cup) 8-panel (instant cup) 10-panel (instant cup)
 Other, specify: _____
 Client invoiced \$ 0.00 per screen

Pre-Employment Criminal Background Check: Yes No

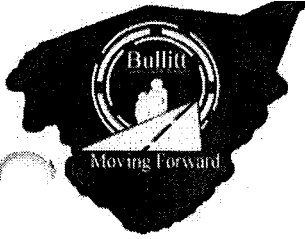
If Yes: National Database Only: SSN/Address verification; sex offender registry & Department of Corrections
 7-year: SSN/address verification; sex offender registry, Department of Corrections, County Court Criminal & statewide based on 7-year address history
 10-year: SSN/address verification; sex offender registry, Department of Corrections, County Court Criminal & statewide based on 10-year address history
 Other: "CAN" Check
 Client invoiced \$0.00 per criminal background check

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

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 Exhibit or in the Agreement, Client agrees that the expense associated with any such additional screening, services or support, if any, shall be invoiced to Client by Elwood Staffing. Additional screening, services and support may include, but are not limited to, additional pre-employment screening or testing beyond screening and/or testing set forth herein, bonuses, vacation pay, gifts, incentives, events or raffles and service pay. Client agrees to bear the expense for any such additional requested screening, services or support and shall submit payment to Elwood Staffing pursuant to the payment terms set forth in the Agreement.



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

Phone: 502-869-8000
Fax: 502-543-3608
www.bullittschools.org

MEMO

To: Jesse Bacon *JB*

Approved by the
Bullitt County
Board of Education
Date ~~AUG 31 2020~~

From: Ed Oyler *EO*

Date: 08/17/2020

RE: Request to Hire Temporary Sanitizing Staff with Elwood Staffing

The request is to utilize temporary employees for sanitizing purposes in our facilities upon student return to in person learning. The temporary employees, who will be sanitizing, will be selected from the group of temporary bus monitors per the district's existing agreement with Elwood Staffing.

During the COVID pandemic, the temporary workers will sanitize, using district supplied materials, in common areas, classrooms, and areas that are frequently occupied by students, faculty, and staff.

I recommend the Board approve the request to utilize temporary sanitizing staff to ensure our facilities are sanitized appropriately upon student return.

Equal Education and Employment Institution

Blyton



Fwd: Client agreement

1 message

Sexton, Becky <becky.sexton@bullitt.kyschools.us>
To: "Nutt, Betsy" <betsy.nutt@bullitt.kyschools.us>

Mon, Aug 31, 2020 at 2:35 PM

FYI

----- Forwarded message -----

From: **Edwin Oyler** <edwin.oyler@bullitt.kyschools.us>
Date: Thu, Aug 27, 2020 at 3:11 PM
Subject: Fwd: Client agreement
To: Becky Sexton <becky.sexton@bullitt.kyschools.us>

Becky,
Will this Elwood Staffing contract work for sanitizing workers? Thanks

Sent from my iPhone

Begin forwarded message:

From: Angie Covin <angie.covin@elwoodstaffing.com>
Date: August 27, 2020 at 12:59:52 PM EDT
To: "edwin.oyler@bullitt.kyschools.us" <edwin.oyler@bullitt.kyschools.us>
Subject: Client agreement

Hi Ed,

I have attached an agreement for the sanitizer/cleaner positions you requested.

Please let me know if you have any questions.

Once you send me a signed copy back, legal will sign it and I will send you a fully executed copy for your records.

Thanks!!!

Angie Covin | Business Development Manager | Elwood Staffing
Tel: 270-228-0144 | Cell: 270-735-6230 | Fax: 270-506-3235
4000 North Dixie Suite 2 | Elizabethtown, KY | 42701
www.elwoodstaffing.com

delete this email from your computer.

Please consider the environment before printing this email.

--

Becky Sexton

Bullitt County Public Schools

Assistant Superintendent

for Support Services

Phone: (502) 869-8006

 Sanitizing-Cleaners_BullittCountySchools_ClientAgreement_082720.pdf
1382K



The better people, people.®

CLIENT AGREEMENT

This Client Agreement ("Agreement") is entered into on the date set forth below by and between Elwood Staffing Services, Inc. ("Elwood Staffing") and Bullitt County Schools ("Client").

- 1. Client shall specify to Elwood Staffing the number of temporary associates (collectively "Associates" and individually "Associate") needed, the skills required of the Associates, and the essential job functions required by Client for each position.
2. Elwood Staffing shall recruit, screen, interview, and assign Associates to perform work specified by Client and under Client's supervision. Elwood Staffing shall timely pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and administer unemployment and workers' compensation claims involving Associates. The Client's servicing requirements are attached hereto as Exhibit A.
3. The bill rate(s) for Associates shall be equal to the Associate hourly pay rate plus the markup percentage(s) identified below:

Table with 2 columns: Description / Category, Mark Up %. Row 1: Sanitizing positions, 35%. Other rows are empty.

Client agrees that the bill rates are subject to change in the event of statutory cost increases, including but not limited to payroll taxes, increases in applicable minimum wage, workers' compensation, unemployment, and by application of mandated government benefits, rules and regulations. Elwood Staffing shall invoice, and Client agrees to pay 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.

- 4. If Client retains any Associate for a period of at least 4 hours, Client is responsible for paying all fees due for services performed by the Associate. Client shall immediately notify Elwood Staffing of any Associate complaints, Associate termination requests, Associate terminations or completion of any Associate's assignment. If for any reason Client is unsatisfied with the performance of an Associate and notifies Elwood Staffing within the first 4 hours of the assignment, Client will not be charged for the services rendered by that Associate. The total duration of each assignment shall be determined by Client.

- 5. Minimum Conversion Hours: 520 hours

Client acknowledges that Elwood Staffing has invested substantial financial and human capital resources for recruitment, screening, training, administrative and marketing expenses with respect to the establishment and maintenance of 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 entity prior to that particular Associate's completion of the Minimum Conversion Hours 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) * (1/2 of Associate's hourly wage).

- 6. Client shall properly, directly and exclusively supervise, control and safeguard its premises, processes and systems. Client shall be solely responsible for any and all determinations of Client to allow Associates to operate any vehicle, mobile equipment, or motorized equipment. Client shall further be solely responsible for any and all determinations of Client to entrust Associates with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments or other valuables. Client shall provide Associates with a safe work site and provide appropriate information, training and safety equipment as necessary. If Client seeks to add to or change the responsibilities of an assigned Associate, Client agrees to notify Elwood Staffing in writing and in advance.

7. Client agrees to provide operational instruction to Associates in the same manner as Client's employees or as required by applicable law. Client agrees that a qualified Client representative will perform on-site training and on-going supervision for all Associates. Client agrees that no Associates will be working 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. Client agrees that appropriate fall protection systems will be used and provided to Associates for any work at a height over four feet. The parties agree that each shall notify the other in the event it learns of an accident or injury in the workplace involving an Associate. Client agrees that it will allow Elwood Staffing's qualified representative to conduct an onsite investigation for any injury or accident involving an Associate.
8. In the event Associates utilize any powered industrial trucks or other power equipment ("Equipment") while on assignment by Elwood Staffing to Client, whether said Equipment is owned or non-owned by Client, Client shall: (a) Not request or permit over-the-road operation; (b) Not request or permit Associates to transport hazardous material; (c) Insure against any liabilities arising from or related to the operation of Equipment by Associates while on assignment, except for claims of bodily injury, including death, to Associates, which are covered by workers' compensation insurance carried by Elwood Staffing; (d) Be responsible for, defend, indemnify and hold Elwood Staffing harmless from any and all claims, demands, proceedings, causes of action, damages, liabilities, losses, costs and expenses of every kind and description, including reasonable attorneys' fees and/or litigation expenses, related to or arising from the operation of the Equipment by Associates while on assignment with Client (including the acts or omissions of Associates), including but not limited to, claims for property damage (including damage to Equipment, as well as the contents and/or cargo thereof, of any of Client property or the property of any other person) and the bodily injury or death of any person, except for injuries to or the death of Associates; (e) Maintain and inspect the Equipment and will obtain any required permits or licenses; and (f) Be responsible for all powered industrial truck certification, training, re-certification, or re-training of Associates as dictated by the then-applicable law or regulation.
9. Elwood Staffing shall verify the identity and work authorization of each Associate to work in the United States. Elwood Staffing agrees to retain documentation evidencing identity and work authorization pursuant to and in the manner required by applicable law. Client agrees to 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.
10. Elwood Staffing invoices reflect payroll, insurance and taxes already paid to and on behalf of Associates performing services to Client. Client agrees to payment terms of due net 14 days and agrees late charges will accrue on unpaid balances after 14 days from the date of the invoice at the rate of 1.5% per month. Elwood Staffing shall submit invoices to Client on a weekly basis.
11. 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 law/regulation/ordinance. Client agrees to cooperate with Elwood Staffing in the interactive process related to exploration of reasonable accommodations for Associates when required by applicable law/regulation/ordinance.
12. Invoices will be supported by pertinent time sheets or other agreed system for documenting time worked by Associates. Client's signature or other agreed method of 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. If a portion of any invoice is disputed, Client shall pay the undisputed portion.
13. Client acknowledges and agrees that to the extent Client requires Elwood Staffing to conduct a post-offer criminal background check on Associates assigned to Client's facility, Elwood Staffing is and will be relying solely upon Client to determine the disqualifying criminal convictions, if any, for Client's positions and inform Elwood Staffing of the same. Client represents and warrants to Elwood Staffing that Client's determinations with respect to disqualifying criminal convictions, if any, are and shall be position-related and based upon Client's legitimate business necessity.
14. 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. 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.


15. 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 documentation evidencing said insurance upon Client's request for the same.
16. Both parties may receive information that is proprietary or confidential to the other party or its affiliated companies and their clients. 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.
17. To the extent permitted by law, Client will defend, indemnify and hold Elwood Staffing and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from: (a) all claims, losses and liabilities (including reasonable attorney fees) to the extent caused by Client's breach of this Agreement; (b) Client's failure to discharge its duties and responsibilities set forth in this Agreement; and (c) the negligence, gross negligence or willful misconduct of Client. Likewise, and to the extent permitted by law, Elwood Staffing will defend, indemnify and hold Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from: (a) all claims, losses and liabilities (including reasonable attorney fees) to the extent caused by Elwood Staffing's breach of this Agreement; (b) Elwood Staffing's failure to discharge its duties and responsibilities set forth in this Agreement; and (c) the negligence, gross negligence or willful misconduct of Elwood Staffing.
18. Elwood Staffing shall comply with all provisions of the Patient Protection and Affordable Care Act (ACA) applicable to Associates, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in the Internal Revenue Code ("Code") §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

Elwood Staffing shall not be liable for any taxes, penalties, or other liabilities under Code §4980H where such tax, penalty, or other liability results from the imposition of penalties under (i) Code §4980H(a), as a result of the failure by Client to make offers of minimum essential coverage to Client's employees under an eligible employer-sponsored plan, or (ii) Code §4980H(b) as a result of Client's making an offer of minimum essential coverage to Client's employees under an eligible employer-sponsored plan that is either unaffordable or fails to provide minimum value.

19. This Agreement may not be assigned by either party without prior written consent of the other party. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors, transferees, agents and assigns. This Agreement 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 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. If any provision of this Agreement is deemed to be invalid, all remaining provisions shall continue in full force and effect.

Client

Elwood Staffing Services, Inc.


 Signature _____ Date _____


 Signature _____ Date 9/22/2020

Print Name: Jesse Bacon

Print Name: Lia Elliott

Title: Superintendent

Title: General Counsel

EXHIBIT A: SERVICING REQUIREMENTS

Recruiting Qualified Candidates	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ <u>0</u> per candidate
In-Person Interview of Candidates	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ <u>0</u> per candidate
Basic Skills Assessment	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ <u>0</u> per candidate
Payroll Administration	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ <u>0</u> per candidate
UI Benefit Administration	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ <u>0</u> per candidate
Elwood Staffing Benefits	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ <u>0</u> per candidate
I-9 Completion & E-Verify	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ <u>0</u> per candidate
Electronic Invoicing	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ <u>0</u> per candidate
Workers' Compensation Coverage	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ <u>0</u> per candidate

Worksite Location (Physical Address): 1040 Ky-44 Shepherdsville, Ky 40165

Pre-Employment Drug Test:

4-panel (instant cup) 5-panel (instant cup)
 6-panel (instant cup) 8-panel (instant cup) 10-panel (instant cup)
 Other, specify: _____
 Client invoiced \$ 0 per screen

Pre-Employment Criminal Background Check: Yes No

If Yes: **National Database Only:** SSN/Address verification; sex offender registry & Department of Corrections

7-year: SSN/address verification; sex offender registry, Department of Corrections, County Court Criminal & statewide based on 7-year address history

10-year: SSN/address verification; sex offender registry, Department of Corrections, County Court Criminal & statewide based on 10-year address history

Other: CAN check

Client invoiced \$ \$ 0.00 per criminal background check

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

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 Exhibit or in the Agreement, Client agrees that the expense associated with any such additional screening, services or support, if any, shall be invoiced to Client by Elwood Staffing. Additional screening, services and support may include, but are not limited to, additional pre-employment screening or testing beyond screening and/or testing set forth herein, bonuses, vacation pay, gifts, incentives, events or raffles and service pay. Client agrees to bear the expense for any such additional requested screening, services or support and shall submit payment to Elwood Staffing pursuant to the payment terms set forth in the Agreement.