



MASTER STAFFING AGREEMENT

This Master Staffing Agreement (the "Agreement") is entered into as of 10/08/2026 by and between **KL HARPER HOLDINGS, LLC DBA KL STAFFING**, a Georgia limited liability company with its principal office at 596 E. Paces Ferry Rd., Atlanta, Georgia 30305 ("Staffing Firm"), and Christian County Public Schools a KY corporation with its principal office at 200 Glass Ave Hopkinsville Kentucky 42240 United States ("Client").

1. **Scope of Services.** Staffing Firm agrees to provide Client with qualified personnel ("Candidates") for temporary, contract, or permanent staffing needs, as specified in individual work orders or client assignment confirmations (each, a "Work Order").
2. **Work Orders.** Each Work Order shall include the job description, duration, compensation rate, and any additional terms applicable to that specific placement. Work Orders will be considered part of this Agreement and shall be governed by its terms. If there is a conflict between any provision of this Agreement and any provision of a Work Order, the provision in the Work Order shall govern.
3. **Independent Contractor Status.** All Candidates provided by Staffing Firm shall be considered independent contractors of the Client. Neither the Staffing Firm nor its Candidates shall be considered employees or agents of the Client unless otherwise specified.
4. **Fees and Payment.** Client agrees to pay Staffing Firm a fee for services rendered as outlined in each applicable Work Order. Payment shall be made within fifteen (15) days of receiving an invoice.
5. **Confidentiality.** Both parties agree to maintain the confidentiality of any proprietary information shared in connection with this Agreement.
6. **Non-Solicitation.** During the term of this Agreement and for a period of two years or the longest period allowed under applicable law following its termination, Client agrees not to hire or contract directly with any Candidate introduced by the Staffing Firm without prior written consent.

7. **Indemnification.** Each party shall indemnify and hold harmless the other party against any claims, damages, or liabilities arising out of or related to its respective performance under this Agreement.
8. **Liability Limitation.** Neither Party will be liable to the other or any third party for special, indirect, incidental, consequential or exemplary damages, including lost profits, in connection with the performance or nonperformance of any obligation under this Agreement, even if the Party is aware of the possibility of the occurrence of such damages.
9. **Term and Termination.** This Agreement shall commence on the Effective Date and continue until terminated by either party upon fourteen (14) days' written notice. All outstanding fees and obligations shall survive termination. If terminated, only fees accrued through date of termination will be paid.
10. **Governing Law.** This Agreement shall be governed by the laws of the State of Georgia. All disputes under this Agreement shall be resolved by the courts of the State of Georgia, including the United States District Court for the Northern District of Georgia, and the parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.
11. **Assignment.** Client may not assign this Agreement without the prior written consent of Staffing Agency, any such consent to be within Staffing Agency's sole discretion.
12. **Entire Agreement.** This Agreement, including all Work Orders, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous agreements.

(signatures to follow on next page)