

**Santa Rosa County
School District**



"A Tradition of Excellence"

Judson C. Crane

CPPO, CPPB

Director of Purchasing and Contract Administration

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December 11, 2014

Mr. Tim Wyrosdick
Superintendent of Schools
5086 Canal Street
Milton, FL 32570

Dear Mr. Wyrosdick,

In accordance with the State Board of Education Florida Administration Code 6A-1.012(6), it is recommended that the Santa Rosa County School Board approve use of Grainger County School Board RFP 04162014 Contracted Staffing Services. The bid was awarded to PESG Educational Staffing Solutions.

Sincerely,

Judson C. Crane

JCC/rg

Attachments: 14

DISTRICT 1
Diane Scott

DISTRICT 2
E. Hugh Winkles

DISTRICT 3
Carol Boston

DISTRICT 4
Jennifer Granse

DISTRICT 5
Scott Peden



This Master Contracting Agreement (hereinafter referred to as the "Agreement") is between Santa Rosa County School District local education agency/school district (hereinafter referred to as "CUSTOMER") and Professional Educational Services Group of Florida, LLC, a Florida Limited Liability Company (hereinafter referred to as "COMPANY"). The terms contained in this portion of the Agreement pertain to the class(es) of employee that COMPANY provides to CUSTOMER via the Employee Classification Agreements(s) (ECA). This Agreement becomes effective only when the following documents have been signed and delivered to COMPANY:

- This Agreement
- Attachment A: ACH Authorization
- Attachment C: Customer Contact Form

The parties mutually agree as follows:

1. **COMPANY Payments to its Employees.** The parties understand that all contracted employees of COMPANY who are assigned to CUSTOMER are "at-will" employees of COMPANY, subject to the direction and control of COMPANY at all times. COMPANY shall pay, and CUSTOMER shall not be liable for, all salaries, wages, legally mandated benefits, payroll and other taxes to or on account of each such employee arising out of or resulting from services performed pursuant to this Agreement. The COMPANY employee shall not receive any compensation, benefits, or other amenities in any form from CUSTOMER, including, but not limited to, mileage and conference fees. CUSTOMER agrees not to make any payments to a COMPANY employee during the term of this Agreement without the prior written consent of COMPANY, unless it is for a long-term assignment or in another capacity for CUSTOMER. Special expenses separate of salaries and wages, when valid, necessary, specified and pre-approved by CUSTOMER may be billed to CUSTOMER by COMPANY.
2. **Company PPACA Promise.** COMPANY agrees that, for purposes of the Patient Protection and Affordable Care Act of 2010, as amended, and its implementing regulations and regulatory guidance ("Affordable Care Act"), COMPANY is eligible for transition relief under the Final Employer Responsibility Regulations set forth at 26 CFR Parts 1, 54, and 301 until September 1, 2015 (the first day of the Company's first plan year in 2015).

COMPANY agrees that it will fully comply with the reporting requirements under 26 U.S.C. 6055 and 6056 for each worker that COMPANY assigns to CUSTOMER. COMPANY agrees that it will be responsible for any penalties associated with COMPANY's failure to comply with these reporting requirements under the Affordable Care Act.

If a variable hour employee of COMPANY qualifies for full time employee status, as defined under the Affordable Care Act, and requires access to medical insurance coverage because of COMPANY's failure to correctly monitor the employee's hours, COMPANY will be responsible for any penalties and/or cost(s) associated with providing benefits for that employee.

The only circumstances under which CUSTOMER would be responsible for the cost of providing benefits are as follows:

- a. CUSTOMER requests that the employee be covered,
- b. CUSTOMER fails to report time correctly and employee qualifies for coverage without COMPANY's knowledge, or
- c. there is a change in federal law that affects the PPACA requirements.

COMPANY reserves the right to amend its current practice if deemed necessary. CUSTOMER will be notified of change 30 days in advance.

3. **COMPANY Employee Performance.** CUSTOMER personnel are not permitted to discipline or terminate a COMPANY Employee. All disciplinary action must come directly from COMPANY but it may be initiated via a Corrective Action form. CUSTOMER may, at any time, submit a Corrective Action form to COMPANY detailing any concerns regarding the COMPANY Employee. COMPANY will review each Corrective Action and act accordingly.

Exigent Circumstances. If CUSTOMER has any reason to believe that a COMPANY Employee is posing a threat to others, CUSTOMER will immediately remove COMPANY Employee from the premises and notify COMPANY of the situation as soon as possible so that COMPANY can communicate with its employee immediately and begin an investigation. The initial notification from CUSTOMER should be followed up by the submission of a Corrective Action form for purposes of documentation.

4. **Payment and Fees.**

COMPANY Contracting Fee: PESG shall charge a base contracting fee of as outlined in each ECA. The fee will be a percentage of the total contracted earned payroll. "Contracted Earned Payroll" is defined as any gross wage (daily wage earned) paid to a contracted employee reported through the scheduling system and approved on an absence-by-absence basis at the District/building level via absence reconciliation or any gross wage reported via an hourly spreadsheet. This definition also includes any gross wage that is approved and reported by CUSTOMER that is considered to be an adjustment or addition to the wage that was not approved and automatically reported through the scheduling system.

Invoicing/Payment of Fees: COMPANY shall submit contracting service invoices to CUSTOMER on a bi-weekly basis, providing both "excel" and "pdf" District level detailed invoicing. The invoice will include columns detailing the following: FICA, SUTA, FUTA, Workers' Compensation, Liability Insurance, and PESG Administrative Fee.

On-time Payment of Fees: If ACH funds are not available, payment will increase by 1.0% of the invoice amount for each calendar week until payment is received. If CUSTOMER fails to make payment against COMPANY invoice or make other, acceptable payment arrangements, COMPANY reserves the right to suspend services until such arrangements are made with COMPANY.

ACH Provision: By agreeing to allow COMPANY to ACH CUSTOMER account for the payroll period invoice amount in accordance with each ECA, no Contracted Payroll Deposit is required from CUSTOMER.

5. **Permits, Laws and Regulations.** COMPANY shall obtain and pay for all necessary business permits. COMPANY and CUSTOMER shall comply with all applicable laws and regulations while executing this Agreement, including without limitation, the Fair Labor Standards Act (FLSA), Family Medical Leave Act (FMLA), Fair Credit Reporting Act, and all applicable Federal and State anti-discrimination laws. Changes to State and Federal law that affect this contract will be implemented without the need for mutual agreement in writing and require notification only. CUSTOMER shall obtain and maintain positional permits, licensing, and fulfill any Federal, State and local training requirements for each contracted staff member mandated for the position assigned.

6. **Warranty.** COMPANY warrants that the services provided hereunder shall conform to the standards of care and practice appropriate for employers in managing staff while under contract.

If CUSTOMER chooses to utilize an individual in a capacity for which the individual is not approved by COMPANY, CUSTOMER automatically accepts liability for that individual and responsibility for compensating that individual. COMPANY does not accept liability for the individual or responsibility for compensating the individual nor will COMPANY warrant the services provided by that individual.

7. **Insurance.** The Company shall furnish proof of the insurance policies listed below to the Board by Certificate of Insurance. The Certificate of Insurance shall state that the School Board, including its agents and employees, are additional insureds under the policy or policies. The Company shall provide Certificates of Insurance to the District's Risk Manager at 5086 Canal St., Milton, FL, 32570 prior to the start of any work under this contract.

- a. **Notice of Cancellation.** The Companies insurers shall provide thirty (30) days advance written notice via certified mail in the event of cancellation of any insurance program required by this contract.
 - b. **Qualifications.** All insurance policies shall be issued by companies that meet either of the following qualifications:
 - 1. The company is authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida, or
 - 2. The company is an eligible surplus lines insurer under Florida Statutes.
 - c. **COMPANY's Coverage:** COMPANY shall maintain the following insurance during the term of this Agreement:
 - 1. Workers' Compensation Insurance. The Company shall maintain Workers' Compensation coverage as required by Florida Statute 440, covering all Company employees employed in connection with this contract and Employers Liability Insurance with minimum limits of \$1,000,000 per occurrence.
 - 2. Comprehensive General Liability Insurance. The Company shall procure and maintain for the life of the contract/agreement, Comprehensive Liability Insurance, Broad Form, including Products and Completed Operations Liability. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from performance of the contract. The coverage must be on an occurrence form basis with minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence, combined single limit for bodily injury and property damage liability
 - 3. Business Automobile Liability. The Company shall procure and maintain, for the life of the contract/agreement Business Automobile Liability Insurance with a combined single limit of \$1,000,000. This coverage shall be on an "Any Auto" or "Comprehensive Form" policy. The coverage shall be on an occurrence form policy. In the event the Company does not own any vehicles, hired and non-owned coverage shall be provided in the amounts listed above.
 - d. **CUSTOMER's Coverage:** CUSTOMER shall maintain the following insurance during the term of this Agreement:
 - 1. Motor Vehicle Liability Insurance in the minimum amount established by state law.
 - 2. Comprehensive General Liability Insurance in the amount established by state law that will cover any and all losses to CUSTOMER's property, property of others, or personal injuries caused by acts or omissions of CUSTOMER's employees and all injuries caused by products or services produced by CUSTOMER.
8. **Mutual Indemnification / Hold Harmless.**
- a. Company shall protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials, and employees from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any:
 - 1. Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from the gross negligence of the company or its officers, agents, and employees ; or

2. Violation of law, statute, ordinance, governmental administration order, rule or regulation by the company in the performance of the work; Liens, claims or actions made by the Company or any subcontractor or other party performing the work.
- b. The indemnification obligations hereunder shall be limited to the extent allowed by State and Federal law.
- c. Any cost or expense, including attorney's fees, incurred by the board to enforce the contract shall be borne by the company.

To the extent of what Florida law allows, CUSTOMER agrees to indemnify and hold COMPANY, its Officers, agents, and employees, harmless from and against all liabilities, damages, losses, actions or cause of action, cost, and expense (including attorney fees) whether relating to property of COMPANY or any third party, or to personal injury or death, arising out of the gross negligence of CUSTOMER, or its officers, agents, and employees.

9. **Compliance with School Safety Initiative.** COMPANY agrees to certify that all contracted staff have passed any criminal and other background checks (including results for candidates that have been submitted to the State of Florida awaiting print results), including fingerprinting, to CUSTOMER's satisfaction and State/Federal Laws prior to recommendation for employment by COMPANY.

10. **Professional Development.** COMPANY shall provide professional development training modules for its contracted employees, such as Bloodborne Pathogens, Hazardous Materials, Food Allergies/Epi-Pen, Sexual Harassment, and FERPA. COMPANY will certify the completion of these modules for any newly hired employees (not previously employed by CUSTOMER) prior to assigning employee to CUSTOMER.

CUSTOMER shall provide COMPANY's employee, at the building level, with written safety procedures for assigned work areas, including, but not limited to, tornado/fire/lockdown/power failure procedures, evacuation routes, hazardous materials, and other building based procedures. Further, CUSTOMER shall provide each COMPANY employee with-entry for the assigned position based upon CUSTOMER's policies.

11. **Place of Work.** CUSTOMER shall provide a physical space, use of desk, and incidental office support for performance of any duties which CUSTOMER requires to be performed on site.
12. **Florida Sunshine Law.** COMPANY acknowledges that CUSTOMER is a public entity covered by the Florida Sunshine Law and that certain documents in its possession may be subject to disclosure. COMPANY requests that CUSTOMER notify COMPANY immediately so that COMPANY can, if necessary, provide the proper documentation so that confidential information is not released.

13. **Intellectual property and Proprietary Information: (*This section does not apply to work performed by a contracted staff member for CUSTOMER*).** All drawings, writings, processes, inventions, or any other materials, ideas or methods produced or developed solely by COMPANY either prior to this Agreement, or in the course of performing work for CUSTOMER under this Agreement shall be owned by COMPANY as proprietary information (hereinafter "Proprietary Information"). CUSTOMER agrees that it and its employees, agents, successors or assigns will execute any document or Agreement necessary to protect these property rights without delay or cost to COMPANY. CUSTOMER will not disclose any Proprietary Information to a third party at any time without the prior written consent of COMPANY, and will use it only during the course of this Agreement, and not thereafter. Upon the termination of this Agreement, CUSTOMER agrees to redeliver to COMPANY all reasonable Proprietary Information in its possession.

Proprietary Information shall include all confidential information disclosed to CUSTOMER by COMPANY whether directly or indirectly, and all proprietary information concerning COMPANY which is disclosed or developed in connection with or during the course of work hereunder, except: (a) information which at the time of disclosure is the public domain, or (b) information which enters the public domain after disclosure except by CUSTOMER or by breach of this Agreement.

Master Contracting Agreement

Form Revision Date: November 26, 2014

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14. **Independent Contractor.** The parties hereto agree that COMPANY shall be an independent contractor in the performance of this Agreement and shall not act as agent or representative of CUSTOMER in any capacity.
15. **CUSTOMER Contact.** For the purposes of this Agreement, the CUSTOMER will designate via the "Customer Contact Form" (Attachment A) an individual as CUSTOMER Contact for COMPANY. The duties of the CUSTOMER Contact are as follows:
 - a. Submission of appropriate information.
 - b. Active correspondence with COMPANY staff.
16. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.
17. **Headings.** The headings in this Agreement are for convenience or reference only and are not to be used to interpret the terms of the document.
18. **Severability.** Should any portion of the Agreement be found invalid by a court of competent jurisdiction, the remainder of the Agreement shall continue in full force and effect.
19. **Civil Rights.** COMPANY will comply with all State/Federal employment regulations and civil rights as mandated by law.
20. **Entire Agreement.** This Agreement and any properly executed ECAs constitute the entire Agreement between the parties regarding its subject matter and supersede any prior Agreements or understandings. No amendments, changes or modifications outside of the ones specifically named herein, shall be valid unless in writing and signed by authorized representatives of both parties. This Agreement shall remain in full force and effect until such time as it is terminated by one or both parties or it is superseded by another agreement.

Signature Page to Follow

21. **Signatures.** IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement by the signatures of their authorized representatives on the date set forth above.

2-Party Agreement by and between COMPANY and CUSTOMER

Santa Rosa County Schools:

Date: _____

Name: _____

Signature: _____

Title/Position: _____

PESG of Florida, LLC:

Date: _____

Name: _____

Signature: _____

Title/Position: _____

*Send Contract
Copy to:*

Business Official Name:	
Business Official Title:	
Address:	



Employee Classification: Substitute Teachers, Educational Assistants, and Substitute Clerical Staff

This Employee Classification Agreement (hereinafter referred to as the "ECA") is between Santa Rosa County School District local education agency/school district (hereinafter referred to as "CUSTOMER") and Professional Educational Services Group of Florida, LLC a Florida Limited Liability Company (hereinafter referred to as "COMPANY") is a supplement to the Master Contracting Agreement ("Agreement") and does not stand alone. This ECA becomes effective only when it has been signed by both parties.

This Agreement expires on June 30, 2017.

1. **Term and Termination.** Following the initial term, this ECA will automatically renew for additional one (1) year periods until such time as it is either terminated by one of both of the parties or it is superseded by another agreement.

CUSTOMER or COMPANY shall have the right to terminate this ECA prior to the expiration of the term hereof for any reason (or no reason) upon ninety (90) days prior written notice to the other. CUSTOMER or COMPANY shall have the right to terminate at any time for just cause. Termination of this ECA does not necessarily terminate the entire relationship unless it is the only ECA that exists between the parties.

2. **Scope of Work.** The work responsibilities of both COMPANY and CUSTOMER include but are not limited to the following:

COMPANY Responsibilities

- a. Facilitate ongoing applicant and new employee orientation meetings as needed throughout the school year.
- b. Advertise, recruit, and screen, hire, and train as needed to increase employee pool.
- c. Communicate and offer available voluntary benefits and retirement products.
- d. Manage the employee pool as employer of record.
- e. Maintain COMPANY employee personnel files based on Federal and State guidelines.
- f. Manage payroll related inquiries, adjustments, and changes.
- g. Pay COMPANY employees provided to CUSTOMER.
- h. Discipline and remove contracted staff if COMPANY's minimum levels of performance are not met.
- i. Process unemployment and workers' compensation claims.
- j. Maintain appropriate insurance.
- k. Provide file documentation when necessary to support CUSTOMER audit requirements. (i.e. certificates of general liability insurance coverage).

CUSTOMER Responsibilities

- a. On time payment of contracted services as outlined in Attachment B.
- b. Supply specific worksite policies and procedures, i.e., building lockdown, fire, tornado, etc.
- c. Accurately reconcile Software absence information and submit per Attachment B.
- d. Audit weekly/biweekly dispatch of payroll reports and report adjustments.

3. **Exclusive Contract.** CUSTOMER hereby grants to COMPANY an exclusive contract for the services to be rendered under this ECA. CUSTOMER shall not employ or retain any other company or competitor of COMPANY to perform the same or similar services to be rendered under this ECA while this ECA is in effect, except that CUSTOMER may employ substitutes for "long term assignments," that CUSTOMER would like to hire as a full time teacher or in another capacity within the District.
4. **Employee Rate of Pay.** CUSTOMER may recommend at the start of each school year any changes or updates to the positional wage rates for requested substitute classifications of employees. These rates are disclosed and agreed to by

Employee Classification Agreement (ECA)

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both parties in writing. Furthermore, mid-school year adjustments may be made at any time if circumstances at CUSTOMER require such change and the rate modification is agreed upon in writing by both parties.

5. Applicable Rates.

Substitute Teachers	Educational Assistants	Substitute Clerical
19.95%	19.95%	19.95%

Tax Rate Changes and Legislated Employer Costs: COMPANY shall have the right to adjust the administrative fee in excess of the above fee limitation in the event there is a change in any Federal employment related tax or increase of any employment related tax from any State or local governmental entity including but not limited to FUTA, SUTA, workers' compensation, any change necessary to meet ACA mandated compliance standards, etc. The administrative fees or surcharges shall only be changed by that exact percentage necessary to cover and reimburse COMPANY for the change in tax or legislation that has been incurred. This change will only be applied when it is deemed prudent or necessary by COMPANY, but in no case will it be applied before the point at which the tax or rate change will take effect. Furthermore, with a 90 day notice and explanation, the COMPANY shall have the right to charge CUSTOMER the direct cost for any legislatively mandated screening, testing, fringe benefits, surcharges, and additional training that may be required of a contracted employee after their initial employment with COMPANY.

6. Signatures. IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this ECA by the signatures of their authorized representatives on the date set forth above.

2-Party Agreement by and between COMPANY and CUSTOMER

CUSTOMER:

Date: _____

Name: _____

Signature: _____

Title/Position: _____

PESG of Florida, LLC:

Date: _____

Name: _____

Signature: _____

Title/Position: _____

Send Contract Copy to:

Business Official Name:	
Business Official Title:	
Address:	



This Master Contracting Agreement Software as a Service Addendum ("Addendum") is in reference to the Master Contracting Agreement ("Agreement") between PESG Holding Company, LLC, et al ("COMPANY") and Santa Rosa County School District ("CUSTOMER"). The parties, for good consideration, agree to make changes and/or additions as are outlined below which shall be made valid as if they are included in the original Agreement.

Subject to the terms of this Addendum and CUSTOMER's compliance with the terms of this Addendum, COMPANY grants to CUSTOMER a personal, non-assignable, non-transferable, non-divisible and non-exclusive license for the term of the Agreement to use the SubFinder SaaS System ("SUBFINDER SYSTEM") solely on behalf of CUSTOMER. There shall be no other use of the Software without COMPANY's prior written consent.

1. **Pricing.** The price for CUSTOMER's use of the SUBFINDER SYSTEM is as follows:
 - a. Certified Teachers: The fee is included in the 19.95% that CUSTOMER will pay COMPANY pursuant to the Employee Classification Agreement.
 - b. All Other Personnel: The fee will be fifty cents (50 cents)/person/month.
2. **Invoicing.** Any payment due as a result of Section 1(b) will be invoiced at the same time as the standard payroll invoice for the last bi-weekly invoice of the month (i.e. every other invoice).
3. **Installation and Implementation.** Prior to availability of the System, CUSTOMER shall, at CUSTOMER's expense, furnish COMPANY with CUSTOMER's data records for employees, substitutes, sites, job positions, and reasons for absence in a compatible format as specified by COMPANY and in accordance with the SUBFINDER SYSTEM Implementation Manual. If CUSTOMER's data records do not import correctly, due to errors or omissions on CUSTOMER's part, CUSTOMER shall be responsible for delays in availability of the System and shall, at CUSTOMER's expense, test and rebuild the data records in a compatible format which imports correctly.

COMPANY will arrange for access to the SUBFINDER SYSTEM for the CUSTOMER on or before the date agreed in the planning meeting or within six (6) weeks after CUSTOMER has furnished COMPANY its data records in accordance with the Implementation Manual, whichever last occurs.

Prior to System availability, COMPANY will, at COMPANY's expense, configure the System, import and load CUSTOMER's data records for employees, substitutes, sites, job positions and reasons for absence furnished by CUSTOMER, provided such data records are furnished by CUSTOMER in accordance with the Implementation Manual, and provide assistance by telephone to CUSTOMER in preparing for System training.

COMPANY shall provide CUSTOMER with reasonable assistance in the initial installation and set-up of the system and will provide ongoing telephone assistance regarding the use of the SUBFINDER SYSTEM during the term of this Addendum. All telephone assistance provided by COMPANY shall be provided to the CUSTOMER's designated SUBFINDER SYSTEM Operator or any person serving as a temporary replacement for the CUSTOMER's designated SUBFINDER SYSTEM Operator. COMPANY shall not be required to provide support on issues not related to the operation of the SUBFINDER SYSTEM.

The performance by COMPANY of any obligation regarding initial set-up and implementation of the SUBFINDER SYSTEM shall be excused, if such failure is caused by any event or circumstance beyond COMPANY's reasonable control. If COMPANY should fail to make System available as a result of any such event or circumstance beyond

its own direct control, COMPANY shall have the right to make System availability within a reasonable time after the cause of such delay has been removed, and the CUSTOMER shall be obligated to accept deferred System availability, it being agreed that upon the occurrence of any such circumstance or event beyond COMPANY's reasonable control, the time for delivery by COMPANY shall be extended by that number of days equal to the number of days of delay attributable to any such circumstances or event beyond COMPANY's reasonable control.

4. **Confidentiality and Proprietary Information.** COMPANY shall not, without the CUSTOMER's prior written consent, use or disclose to others any of the CUSTOMER's data or proprietary confidential information acquired by COMPANY from the CUSTOMER.

The CUSTOMER represents, agrees, covenants and promises that it will not disclose, sublicense, re-sell, sub-lease or re-engineer the SUBFINDER SYSTEM of COMPANY including, but not limited to, the software, and the design specifications and associated documentation of the SUBFINDER SYSTEM.

5. **Damages and Default.** The parties acknowledge that there is great difficulty in ascertaining damages under this Addendum and it is therefore agreed that the liability of COMPANY to the CUSTOMER for any losses or damages, whether direct or indirect, arising out of this Addendum, shall not exceed the amount actually paid by CUSTOMER for use of the SUBFINDER SYSTEM in the previous twelve (12) month period, including reasonable attorney's fees, for bringing and maintaining an action to remedy any breach by COMPANY with regard to the services provided under this Addendum. It is further agreed expressly between the parties that in no event shall COMPANY be liable for any indirect, special, or consequential damages, such as, but not limited to, economic loss in connection with, or arising out of the services provided for in this Addendum, the performance of the software, or the use of the system.

The following shall constitute events of default by CUSTOMER:

- a. Failure by CUSTOMER to pay any amounts due under this Addendum within sixty (60) days after such amount becomes due.
- b. Failure by CUSTOMER to observe or perform any other covenants, conditions or provisions contained in this Addendum, provided that such default shall continue for a period of thirty (30) business days after written notice from COMPANY to CUSTOMER.

In the event that a default occurs and continues after written notice from COMPANY to CUSTOMER, COMPANY may exercise any or all of the following remedies:

- a. Immediately terminate the Addendum and the rights granted to CUSTOMER under this Addendum and take all necessary actions to deny, prevent and prohibit access and use of the System by the CUSTOMER and its employees.
- b. COMPANY shall be permitted and authorized to collect the entire balance due under this Addendum by any and all legal means available to it.

6. **Term and Termination.** The start and end dates of this Addendum will match the start and end dates of the Addendum unless CUSTOMER wishes to terminate this Addendum prior to the end of the Agreement. This Addendum may be terminated by CUSTOMER upon thirty (30) days written notice. In the event that CUSTOMER terminates this Addendum COMPANY shall be entitled to retain all monies received from the CUSTOMER pursuant to this Addendum and COMPANY shall be relieved from all related liabilities and obligations to the CUSTOMER hereunder.

Master Contracting Agreement SaaS Addendum

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the signatures of their authorized representatives.

CUSTOMER:

Date: _____

Name *(Printed)*: _____

Signature: _____

Position/Title: _____

COMPANY:

Date: _____

Name *(Printed)*: _____

Signature: _____

Position/Title: _____



ACH Authorization Form

In accordance with the Agreement, COMPANY requires the following Authorization Agreement for Preauthorized Debits. EFT transactions are initiated by COMPANY based on Attachment B ("Payroll/Billing Responsibility Timeline") of the Agreement and will normally post to the CUSTOMER designated account on the next business day.

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED DEBITS

CUSTOMER Name: _____

I (we) hereby authorize Professional Educational Services Group of Florida, LLC, hereinafter called PESG to initiate debit entries to our Business Checking Account indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name: _____ Branch: _____

City: _____ State: _____ Zip: _____

Routing Number: _____ Account Number: _____

This authorization is to remain in full force and effect until PESG has received written notification from CUSTOMER of its termination in such manner as to afford PESG and DEPOSITORY a reasonable opportunity to act on it, based on the terms of the CUSTOMER contract with PESG.

Names: _____
(Please Print)

Date: _____ Signature: _____

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

Please attach a voided business check to this form below.

(VOIDED CHECK)



Payroll/Billing Responsibility Timeline

Week One

Monday (*1st Monday following the 2 week pay period*):

On the Monday following the pay period, all absence data is audited and reconciled in the Software system. Reconciliation involves verifying the COMPANY employee worked the shift recorded in Software, the correct pay code was assigned and the absence "reconciled" to assure the information is accurate for payroll and billing calculations. Reconciliation must be completed by 11:59 PM.

Customers utilizing a manual system for payroll reporting must submit the COMPANY approved Manual Spreadsheet by 11:59 PM.

Tuesday:

Payroll adjustments must be submitted to COMPANY at reports.contracts subs.com. Payroll adjustments submitted by 11:59 PM will be processed within this payroll cycle.

Wednesday:

Thursday:

CUSTOMER receives invoice from COMPANY by 12:00 pm.

Friday:

CUSTOMER reviews invoice for accuracy and funds their banking account. Invoice discrepancies are corrected in the next payroll and billing cycle.

Week Two

Monday:

COMPANY initiates ACH transaction from CUSTOMER by 3:00 PM equal to the invoice amount for that pay period.

Tuesday:

The transaction from COMPANY hits and funds leave CUSTOMER account.

Wednesday:

COMPANY employees are paid with effective Wednesday pay date.



Customer Contact Form



Checked box below denotes Primary CUSTOMER Contact Person

Contact Information	Name/Telephone	Mailing Address	Email Address
<input type="checkbox"/> HR Director: Person responsible for documenting/communicating COMPANY employee disciplinary information.			
<input type="checkbox"/> Finance/Accounts Payable: Person responsible for invoice and payment processing or payroll related questions.			
<input type="checkbox"/> Scheduling Software Coordinator/Navigator: Person responsible for Scheduling Software, if applicable.			
<input type="checkbox"/> Other Important Contact:			

Sub Classifications & Recommended Pay Rates:

- Identify which classes of substitutes (teacher subs, paraprofessionals, etc.) to be employed by COMPANY.
- Identify any stair-step pay rates and number of days for each pay rate. **Note:** It is CUSTOMER's responsibility to re-classify the substitute teacher in the Scheduling System for stair step pay rates as well as re-establishment of base pay rates following a long-term assignment.
- Identify any hourly or daily rates for any other classes of employees that COMPANY is managing (e.g. Parapro's or aids).

Classification	Daily Rate	Half-Day Rate	Hourly Rate	Stair Step Rates
Example: Teacher Sub	\$80	\$40	N/A	\$100/day starting day 21