



## Staffing Agreement

Vest Professional Placement Firm (herein referred to collectively as ("AGENCY")), and Raytown School District, ("CLIENT") agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

### AGENCY Duties and Responsibilities

1. Agency will
  - a. recruit, interview, orientate and assign individuals to perform the job description in Exhibit A under CLIENT's supervision at the locations specified on Exhibit A.
  - b. enter assigned individuals wages each week from a timecard approved by CLIENT.
  - c. administer individuals pay, ensure payment of payroll taxes; unemployment insurance, workers' compensation benefits; and unemployment and workers' compensation claims involving assigned individuals through Lightsource HR, the employer of record,
  - d. shall make available affordable minimum essential coverage, through Lightsource HR to all AGENCIES assigned individuals who are anticipated to work or who actually do work 120 hours in a month so that neither AGENCY nor CLIENT shall be responsible for a penalty under Section 4980(H) of the Internal Revenue Code.

### CLIENT's Duties and Responsibilities

2. CLIENT will—
  - a. Properly supervise assigned individuals performing its work and be responsible for its business operations, products, services, and intellectual property;
  - b. Properly supervise, control, and safeguard its premises, processes, or systems, and not entrust assigned individuals with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without agency express prior written approval or as strictly required by the job description provided to agency. CLIENT shall not permit the agency's individuals to operate motor vehicles without prior AGENCY written permission. Agency Insurance does not cover loss or damage caused by agency individuals' operating the CLIENT's owned or leased motor vehicle(s). The CLIENT accepts full responsibility for and will indemnify agency from any and all claims, including the defense thereof, involving bodily injury, property damage, fire, theft, collision, cargo damage or public liability damage sustained or incurred as a result of an employee operating such vehicles(s), or arising out of or involving violation by the CLIENT of this Paragraph;
  - c. Provide assigned individuals with a safe work site and provide appropriate information, training, and safety equipment and properly fitted and necessary personal protective equipment with respect to any hazardous substances, conditions and general protection to which they may be exposed at the worksite. CLIENT agrees that it has primary responsibility for compliance with state and federal OSHA 300 laws and regulations to the extent, those laws apply to AGENCY individuals assigned to CLIENT's worksite. AGENCY and AGENCIES workers' compensation carriers shall have the right to inspect CLIENT's premises during

normal business hours and to make recommendations pertaining to job safety and loss control. It is agreed that AGENCY, by inspecting such premises or by not inspecting such premises, assumes neither liability nor responsibility for any unsafe working condition that may exist;

- d. Will not change assigned individual's job duties without agency express prior written approval; and
- e. Exclude assigned individuals from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to assigned individuals' compensation or benefits.
- f. Pay 4 hours of time worked if CLIENT limits an assigned individual's workday to fewer than 4 hours if AGENCY pays the assigned individual for the hours.
- g. Pay 2 hours of time worked if CLIENT fails to notify AGENCY of job cancellation, prior to (2) two hours before shift starts, if AGENCY pays the assigned individual for the hours.

### **Payment Terms, Bill Rates, and Fees**

3. CLIENT will pay AGENCY for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. AGENCY will invoice the CLIENT for services provided under this Agreement on a weekly basis. **Payment is due upon receipt of invoice. If payment is received after 30 days of invoice there will be a 2% charge added.** CLIENT agrees to pay the costs of collection, including attorneys' fees and costs if the CLIENT fails to pay amounts that are due and outstanding under this Agreement.
4. If CLIENT uses the services of any assigned individual as its direct employee, prior to contractual hour obligation (560 hrs) as an independent contractor, or through any person or firm other than AGENCY during or within 90 days after any assignment of the assigned individual to CLIENT from AGENCY, CLIENT must notify AGENCY and (a) continue the assigned individual's assignment from AGENCY for his or her next 560 consecutive work hours for CLIENT; or (b) pay AGENCY a fee in the amount of 15% of employee's annualized compensation with the new employer.
5. CLIENT and AGENCY agree not to directly or indirectly employ or engage as an independent contractor any internal staff employee of the other party during the term of this Agreement and for a period of 3 months thereafter without the prior written consent of the other party. Any party violating this paragraph will pay to the other party a fee in the amount of 15% of the employee's annualized compensation with the new employer.
6. CLIENT may hire an assigned individual for permanent employment after the employee completes 560 hours of service, with no additional fee. Should CLIENT desire to hire an assigned individual **prior to the completion of 560 hours**, CLIENT may buy out the individuals remaining hours at the following rate.

$$\begin{aligned} &(\text{bill rate} - \text{pay rate}) \times \text{remaining hours} = \text{Contract Balance} \\ &\text{Contract Balance} - 10\% \text{ discount} = \text{Buyout Fee} \end{aligned}$$

7. CLIENT is not obligated to hire an assigned individual upon the completion of the 560 hours and the assigned individual may continue to work for the CLIENT under this Agreement after 560 hours of service.

### **CLIENT-Recruited Employees aka Probationary Hiring**

CLIENT recruits or otherwise identifies personnel whose services it needs and refers them to AGENCY, to be employed and assigned back to CLIENT. The terms of this Agreement will be modified with respect to CLIENT-Recruited employees. **There is no minimum required hours for CLIENT-Recruited employees to roll over to a permanent position with CLIENT.**

