

Teachers On Demand, INC., Service Agreement

AGREEMENT FOR SUBSTITUTE TEACHING STAFFING

THIS AGREEMENT is entered this 16th day of September 2020, between **Teachers On Demand, INC.** educational staffing agency with its registered place of business located at P.O. Box 713 Lawrenceville, GA 30046 ("TOD"), and Global Outreach Charter Academy, with its principle office located at 8985 Lone Star Rd, Jacksonville, FL 32211 ("School").

1. DESCRIPTION, LOCATION, AND PRICING OF SERVICES

TOD will assign its Contractors to School to provide education-related services at the location(s) and for the pricing described in Exhibit A. The pricing structure is provided in Exhibit A.

2. TEACHER ON DEMAND'S RESPONSIBILITIES

(a) Generally

TOD will recruit, interview, select, hire, and assign contractors to School to provide education-related services. TOD will conduct criminal background checks on all contractors and ensure they are in compliance with Florida's Jessica Lunsford Act. TOD will further conduct any additional screenings requested by School and mutually agreed upon by TOD and School. TOD assures School that it will not furnish School with any personnel whom the School would deem ineligible if the School were directly employing such personnel in the same type of position.

As the contracting agent, TOD will: (i) maintain all necessary personnel and payroll records for its contractors; (ii) pay gross wage directly to its contractors; (iii) provide for liability insurance as specified in Section 11 below, and (vi) provide workers' compensation insurance coverage in amounts as required by law.

At School's request, TOD will remove any of its contractors assigned to School; provided, that this Agreement will in no way affect the right of TOD, in its sole discretion to hire, assign, re-assign, discipline and/or terminate its own contractors.

(b) Compliance

During the performance of this Agreement, TOD will comply with all applicable laws, regulations, and orders, including, but not limited to, equal opportunity employment laws and regulations, the Fair Labor Standards Act, the Immigration Reform and Control Act, and criminal history record check laws.

(c) Contractors on Assignment

The contractors assigned to School under this Agreement shall remain contractors of TOD. TOD contractors shall not be eligible for tenure with School or be entitled to participate in any of School's employee benefit plans, including pension, 401(k), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay and other similar plans, programs, and agreements, whether reduced to writing or not

Teachers On Demand, INC., Service Agreement

(d) TEACHERS ON DEMAND GUARANTY

TOD guarantees that the contractor it assigns to School will satisfactorily perform the services ordered by School. If such services are not performed satisfactorily, TOD will, upon reasonable notice from School, cancel all charges for unsatisfactory services and furnish a replacement as soon as possible, which shall be School's sole and exclusive remedy, except for TOD's indemnity obligations under Section 12 below.

3. SCHOOL'S RESPONSIBILITIES

(a) Generally

The services to be performed by contractors provided by TOD will be performed under the direction, supervision, and control of School. School will provide TOD's contractors with: (i) a suitable workplace which complies with all applicable safety and health standards, statutes, and ordinances, (ii) all necessary information, training, and safety equipment with respect to hazardous substances, and (iii) adequate instructions, assistance, supervision, and time to perform the services requested of them.

School shall ensure that TOD contractors shall not have sole custody of a single student, be solely responsible for supervising more than one classroom of students at a time, or administer or maintain custody of any student medications.

School shall also provide TOD contractors with all necessary site-specific information and training, including but not limited to emergency procedures, school rules and protocols, policies and procedures regarding student disciplinary actions, and confidentiality of student records and information.

Where a TOD contractor is assigned to perform work involving any of School's computer systems, School will be responsible for maintaining a current backup copy of any data associated with those systems. All records concerning School's students to which TOD contractors have access while assigned to School shall be owned by School to the extent permitted by law. School shall have appropriate written internal control procedures for ensuring the confidentiality of all School's student records and appropriately limiting TOD contractors access to such records. TOD contractors shall maintain the confidentiality of all student information they have access to while working at the School. School agrees to provide

TOD with detailed information about the assignment duties that the TOD contractor will have and agrees to use TOD contractors only in the capacities for which School has requested them to. School agrees not to substantially change any TOD contractor's assignment duties without giving TOD prior notice and consent.

School agrees that TOD contractors shall not be given any duties to be performed outside of School's premises without TOD's prior notice and consent. Further, School agrees to comply with any restrictions TOD advises School of any restrictions on the responsibilities School assigns to TOD contractors. School agrees to give TOD prompt written notice of any concern or complaint about the conduct of a TOD contractor assigned to School. School will give such notice no later than the end of the same day that it learns of the concern or complaint. School also agrees to permit TOD to actively participate in School's investigation of such a concern or complaint.

(b) Compliance

About the performance of this Agreement, School will comply with its obligations under all applicable laws, regulations, and orders, including, but not limited to, laws relating to employment discrimination. Further, School represents that its actions under this Agreement do not violate its obligations under any agreement that School has with any other entity.

School represents that the TOD responsibilities set forth in this Agreement regarding substitute teacher screening, compensation, and the like are consistent with or do not violate any state or municipal requirement, or school, school board, or school district policy or practices that the School is subject to when the School directly employs substitute teachers. School also represents that it has disclosed to TOD all screening requirements that School would use for the positions covered by this Agreement if the School were directly employing individuals in such positions.

4. PAYMENT FOR SERVICES

In consideration of TOD's performance, School will pay TOD in accordance with the pricing set forth in Exhibit A. TOD will invoice School each Sunday by 9:00 PM. Payment of the TOD invoice will be due the following Monday (the next business day) by ACH or Credit Card ONLY. If payment is received after the 7-day grace period, a fee of 10% will be assessed to the total invoice amount for late payment. In the event of termination of this Agreement, School will pay TOD promptly for services performed up to the time of termination.

5. TERM; TERMINATION

The term of this Agreement begins as of the date first shown above and will continue in effect until canceled by either party upon not less than thirty (30) days prior written notice to the other. TOD reserves the right, however, to terminate this Agreement immediately in the event of non-payment for services rendered. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination. The School has the right to terminate the Agreement immediately for material breach of this Agreement.

6. TEACHERS ON DEMAND, INC., DIRECT HIRE SERVICES

TOD will, at a school's request, provide Direct Hire services. Direct Hire is TOD's placement program for providing schools with candidates for full or part-time employment. These candidates can be current independent contractors with TOD. TOD Direct Hire placement services are as follows:

Part-Time or Full-Time. Direct Placement

TOD will provide candidates to be considered for immediate hire by School on permanent full or part-time basis if School requests such services. Upon employment of a TOD furnished candidate, School agrees to pay TOD a direct hire fee as provided in

Exhibit A.

7. Ready Subs TEACHER ABSENCE MANAGEMENT SYSTEM

TOD will provide School with the Ready Subs internet program for automated scheduling and absence reporting. The program would enable TOD to provide School with certain reports and information related to regular teacher absences and substitute teacher staffing coverage, and permit School's designated representatives to schedule regular teacher absences. Implementation of the Ready Subs program would require that School provide certain information concerning the employment positions that the Agreement for Educational Staffing covers and the personnel currently in such positions. Any information that School provides TOD for purposes of implementing Ready Subs program will be used about the educational staffing services that TOD provides. TOD will not use such information for any other purpose.

Information in reports that TOD furnishes to School which are generated based on the Ready Subs program will contain information that School's personnel provide upon accessing and using the Ready Subs program. Accordingly, the accuracy of such information depends on the accuracy of the information provided by School's personnel. School will be solely responsible for verifying the accuracy of such information. TOD shall not be responsible for the accuracy of such information.

8. DOCUMENTATION OF TIME WORKED

(a) School agrees to review, approve, and sign, by signature or electronic means, documentation of time worked by TOD's contractors. School will also designate one or more representatives of School to approve the record on its behalf. If School's representative is unavailable to approve, the TOD representative responsible for the School assignment, or other TOD representative authorized by School may approve the record on School's behalf or it may be approved in accordance with (b) below. School will use reasonable efforts to assist TOD in the retrieval of missing or unsubmitted substitute teacher time sheets.

(b) Electronic approvals through the Ready Subs Web Time system require the following:

- i. Substitute teacher will submit time for approval daily. Final School approval should be completed by Friday at 11:59 PM. School will make reasonable efforts to ensure that approving managers take approval action on Sunday and adhere to this schedule to expedite substitute payroll.
- ii. Approved time for a given week ending date will be gathered from the system each Saturday by 6:00 AM. All non-rejected time that has been submitted for approval will be considered approved-in-full by the school manager and TOD manager, and will be sent for payroll processing.
- iii. All School approvers must have school-issued, active e-mail accounts.
- iv. Each school should assign Ready Subs Time administrator to approve substitute teacher time sheet each week. A backup administrator should also be designated to approve time sheets in the event of the first administrator's absence.

9. ADJUSTMENTS TO PRICING

At least annually during the term of this Agreement TOD will review the pricing provided in Exhibit A and may propose such adjustments as may be necessary to meet market conditions and the level of services requested by School. The pricing provided in Exhibit A may be adjusted by TOD to reflect increases in wage and/or related tax, benefit and other costs incurred by TOD during the term of this Agreement as the direct result of any determination order or action by or under any applicable governmental authority, collective bargaining agreement or insurance or benefit program. Adjustments to pricing must be submitted in writing to the Corporate Office of School for review at least 60

days in advance of the proposed increase. School reserves the right to cancel (terminate) the agreement with the terms. The School's Corporate office must agree in writing to any rate adjustments prior to the rates being changed. If School does not agree in writing within 15 days of the proposed effective date of the rate change, this agreement will be cancelled. Such adjustment will be applied as of the effective date of the amended wage, tax, benefit, or mandated cost, and will be applied retroactively, if necessary. If a recalculation is required because School failed to disclose to TOD information about School's business which impacts TOD's obligation to pay wages, or benefits with respect to its contractors, School will be responsible for TOD's reasonable administrative costs about the recalculation. Unless otherwise provided by law, any sales or use tax on the services provided under this Agreement or prices set forth in Exhibit A will be added to the invoiced amount and paid by School to TOD

10. DAILY UNIT PAY/BILLINGS

TOD pays its contractors on a bi-weekly basis. For each full day worked, TOD will pay its contractor one unit of pay and bill the School for one full unit. TOD will pay the contractor and bill the School for one-half unit if the contractor worked a partial day. TOD will pay the contractor and bill the School for one unit if the contractor worked a partial day that exceeded 4 hours but did not exceed 8 hours. In situations where School and TOD have agreed to hourly billing instead of daily unit billing, TOD will pay its contractors on an hourly basis in compliance with School's hourly rate. TOD will bill School on an hourly basis at the agreed upon hourly rate.

11. WORKERS' COMPENSATION AND LIABILITY INSURANCE

TOD will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

(a) **Workers' Compensation**

Workers' compensation statutory coverage as required by the laws of the authority in which the services are performed;

(b) **General Liability**

Commercial general liability insurance, including personal injury, blanket contractual liability, and broad form property damage, with a \$1,000,000 combined single limit per occurrence. The School must be listed as an additional insured.

12. INDEMNIFICATION BY TOD

TOD will indemnify, defend, and hold harmless School and its directors, officers, employees, and agents, from and against all demands, claims, actions, losses, judgments, costs, and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by School to the extent arising out of any of the following:

- (a) TOD's failure to comply with its obligations under any applicable laws, regulations, or orders;
- (b) Breach of any obligation of TOD contained in this Agreement; or
- (c) Any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against School by any TOD contractors or, in the event of death, by their personal representatives.
- (d)** Negligence or reckless or intentional acts of TOD or its contractors.

TOD's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special or consequential Damages, (ii) the extent that Damages are due to School's failure to fulfill its duties under Section 3, (iii) the extent that any Damages, except for the payment of workers' compensation benefits, are the result of any negligent act or omission or intentional misconduct of School, its officers, employees or agents, or (iv) the extent that School is required to indemnify TOD against such Damages under Section 13.

13. INDEMNIFICATION BY SCHOOL

To the extent permitted by law, School will indemnify, defend, and hold harmless TOD and its directors, officers, employees, contractors, and agents from and against all Damages imposed upon or incurred by TOD, other than for job-related bodily injury or death of TOD's contractors on assignment to School, arising out of any of the following:

- (a) School's failure to comply with its obligations under applicable laws, regulations, or orders; or
- (b) Breach of any obligation of School contained in this Agreement;

School's obligation to indemnify, defend and hold harmless will not apply (i) to indirect, special, or consequential Damages or (ii) to the extent any Damages are caused by any negligent act or omission or intentional misconduct of TOD, its officers, employees, contractors, or agents. Nothing in this Agreement shall be viewed as a waiver of the School's limited sovereign immunity under section 768.28, Florida Statutes, nor shall School's duty to indemnify TOD hereunder exceed the applicable limits of Section 768.28, Florida Statutes.

14. NOTIFICATION OF CLAIMS

School and TOD agree (a) to notify each other in writing of any asserted claim within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, and (b) to permit TOD or School to defend the claim at the option of the party against whom the claim is asserted, with counsel acceptable to such party, which consent will not be unreasonably refused. Neither party will pay or agree to pay any asserted claim under this Agreement without prior written approval from the party against whom the claim is asserted, which approval will not be unreasonably withheld; if approval on behalf of TOD must be obtained from TOD lawyers.

15. PERMITS AND LICENSES

Each party will be maintaining effect during the term of this Agreement all Federal, State and/or local licenses and permits which may be required with respect to the respective business in which each party is engaged.

16. TOD will comply with the requirements of Chapter 119, Florida Statutes, to the extent that TOD creates or is in the possession of public records that would otherwise be maintained by the School. This includes the duty to keep and maintain such public records, and, upon request, to allow such public records to be inspected or copied by members of the public within a reasonable time at a cost that is in compliance with Chapter 119, Florida Statutes. TOD must also ensure that all confidential and exempt records are not disclosed except as authorized by law. Upon the termination of this Agreement, TOD will transfer all public such records in its possession to the School or keep and maintain the records in accordance with the Public Records Act.

IF TOD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TOD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SCHOOL'S RECORDS CUSTODIAN AT (904) 551-7104, 8985 LONE STAR RD, JACKSONVILLE, FLORIDA 32211.

17. FORCE MAJEURE

TOD will not be responsible for failure or delay in assigning its contractors to School if the failure or delay is due to labor disputes and strikes, fire, riot, war, acts of God or any other causes beyond the control of TOD.

18. NOTICES

Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) or sent by telex, telecopy, or other wire transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement. Unless otherwise stated in this Agreement, notices, consents, or other communications will be deemed received (a) on the date delivered, if delivered personally or by wiretransmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

19. SECTION HEADINGS

The Section headings of this Agreement are for the convenience of the parties only and in no way, alter, modify, amend, limit, or restrict the contractual obligations of the parties.

20. SEVERABILITY; WAIVER

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

21. ASSIGNMENT

Neither TOD nor School may assign this Agreement without the prior written consent of the other party.

22. INDEPENDENT CONTRACTOR

In its performance of this Agreement, TOD will always act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make TOD an agent, partner, or joint venture of School.

23. AUTHORITY TO CONTRACT

The School represents and warrants that it has the right, power, and any requisite authorization to enter into this Agreement. The School represents that it has satisfied any applicable procedural requirements necessary for it to be authorized to enter into this Agreement. The School representative who is signing this Agreement represents that he/she has been delegated authority by the school, school charter, or school board/district to execute this Agreement for the School.

24. LEGAL REVIEW

TOD and School represent that they have each read this Agreement in its entirety, had the opportunity to consult with legal counsel and exercised their own discretion in having their respective legal counsel review this Agreement. Both parties represent that they agree to the terms of this Agreement without relying on representations of the other party or the other party's officers, directors, employees, or legal counsel which are not expressly stated in this Agreement. Both parties further represent that the Agreement's terms are clear and unambiguous. To the extent that in the future if any term of the Agreement is deemed ambiguous, the parties expressly agree that neither party shall be deemed the drafter of the Agreement such that the ambiguity would be interpreted in favor of the other party.

25. GOVERNING LAW

This Agreement shall be governed by and interpreted according to the laws of the State of Florida, and the courts with jurisdiction over Duval County, Florida or the corresponding federal court will be the sole place of venue.

26. ENTIRETY

This Agreement and its Exhibit(s) are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, expressed or implied, not incorporated in this Agreement are superseded. This Agreement may not be amended or supplanted in any way except in writing, dated and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives as of the day and year shown above.

Staffing Agency

Teachers on Demand, Inc.

Authorized Signature

Rosalind D. Logan

Printed Name: Rosalind D. Logan

Title: CEO

Signature Date: 9.16.2020

Effective Date of Agreement: 9.16.2020

(To be completed by Teachers on Demand only)

School:

Authorized Signature

DocuSigned by:

Victoria Bunk

Printed Name:

Victoria Bunk

Title: Governing Board President

Signature Date: 9/29/2020

EXHIBIT A

This Exhibit A is accepted and agreed to by both parties and made a part of the terms of the Agreement for Educational Staffing entered on_9.16.2020.

1. **Job title(s) that TOD contractors will be temporarily assigned under this agreement will include:**

Substitute Teachers

2. **ReadySub: Initial System Implementation Fee: per school location:**

Readysub Initial System Implementation Fee per school location for Global Outreach Charter Academy is \$1000.00 per school location regardless of number of users.

Yearly maintenance fee for Global Outreach Charter Academy is \$400.00 per school location regardless of the number of users for the Readysub system.

3. **Pricing**

A. **Billing Agreement**

Full-Day	Full Day Bill Rate Per day	Half-Day	Half Day Bill Rate Per Day
State Certified Professional Educator	\$152.00		\$87.00
Non-Certified Educator	\$137.00		\$79.00
Long-Term Full-Day	Long-Term Full-Day Bill Rate Per day		
Certified Educator	\$168.00		\$93.00
Non-Certified Educator	\$ 152.00		\$87.00

B. **Pricing for Permanent Placement/ Direct Hire Candidate**

If School hires a candidate referred to it by Teachers On Demand, INC. for direct hire by School, School agrees to pay a direct placement fee of **15%** of the hired instructional candidate's first annual salary compensation for yearly salaries less than \$100K. For first annual salaries of \$100k or more School agrees to pay a direct placement fee of **20%** of the hired instructional candidate's first annual salary compensation. School agrees to pay a placement fee of **25%** of the non-instructional hired candidate's first annual salary compensation regardless of salary amount. If hired candidate currently works for School as a long-term substitute in any capacity under Teachers On Demand, INC., the permanent placement/ direct hire fee is discounted 5%.

Both parties agree to the terms stated above being incorporated in and a part of the terms of the Agreement for Educational Staffing.

Staffing Agency

Teachers on Demand, Inc.

Authorized Signature

Rosalind D. Logan

Printed Name: Rosalind D. Logan

Title: CEO

Signature Date: 9.16.2020

Effective Date of Agreement: 9.16.2020

(To be completed by Teachers on Demand only)

School:

DocuSigned by:
Authorized Signature
Victoria Budnik

Printed Name: Victoria Budnik

Title: Governing Board President

Signature Date: 9/30/2020