



**staffrehab**  
Better school staff

### Staffing Service Agreement

#### Services:

Subject to availability, StaffRehab will provide staffing services on request from **Campbell Union School District** ("Client"). Staff Rehab will refer qualified candidates ("Candidate(s)") without regard to race, sex, color, religion, national origin, marital status, veteran status, other protected class, or the presence of a non-job related medical condition or disability. The contents of any attached appendices and addenda are incorporated herein by reference as set forth in this Agreement. Client and StaffRehab shall be referred to in this Agreement as Party if individually or Parties if cumulatively.

#### Assignments:

Client shall have the right of refusal regarding the Candidates to be provided. Candidates shall perform the services at the work site of the Client, during normal working hours of Client. Client understands and agrees that any personnel assigned ("StaffRehab Associate" or "Associate") to Client by StaffRehab, pursuant to this Agreement, shall perform all services as an independent contractor to Client, not as an employee, agent, partner, or venture participant of Client.

#### Pre-employment Processing Fee:

Client will be charged a one-time fee of \$125.00, per Associate placed, billed on the first invoice once the Candidate starts his/her position at Client as a StaffRehab Associate. StaffRehab shall pay for Department of Justice fingerprinting as designated by the Client, TB screening and any other required by national, state or local requirements.

#### Location/Supervision:

Client agrees to provide, at no cost to StaffRehab, working space facilities, and related services and supplies necessary to support the StaffRehab Associate(s). StaffRehab Associates shall work under the supervision and direction of Client when on-site.

#### Insurance:

StaffRehab shall maintain, and provide to Client, upon written request, the following information for any Associates provided:

Proof of valid professional license if applicable.

Proof of insurance coverage for Worker's Compensation per statutory requirements

StaffRehab shall procure and maintain insurance, and upon request, shall provide Client with Certificates of Insurance covering:

- Professional Liability - \$1,000,000 per claim, \$3,000,000 Aggregate
- General Liability - \$1,000,000 per claim, \$3,000,000 Aggregate
- StaffRehab shall take out and maintain during the period of this Agreement such general liability, worker's compensation and vehicle insurance as is required to protect StaffRehab and District as their interests may appear.

### **Cancellations:**

On short-term assignments (one to fourteen days), cancellations must be made at least forty-eight (48) business hours prior to the scheduled report time. A cancellation fee of one half (1/2) the scheduled hours for any shift cancelled will be charged on any cancellation made with less than forty-eight (48) business hours advance notice. For long term assignments (two or more weeks), Client must provide a two week notice of cancellation to StaffRehab. A cancellation fee of one-half (1/2) the scheduled hours for any shift cancelled will be charged on any cancellation made with less than two week's advance notice.

### **Dismissals:**

In instances in which Client is unhappy with the performance by the StaffRehab Associate, Client agrees to make a reasonable attempt to rectify the issue with written notice to StaffRehab, outlining the issue(s) so that the Associate may modify behavior through counseling and coaching by StaffRehab staff. Should the issue not be resolved, Client may request that the StaffRehab Associate be removed from the assignment. StaffRehab will make every effort possible to comply with the Client's request as quickly as possible. Client agrees to honor the terms of this Agreement and pay for the hours actually performed by any StaffRehab Associate up to the time of dismissal from client assignment, when invoiced.

### **Proprietary Information:**

Client shall be the sole and exclusive owner, and have full title and unrestricted rights to any proprietary information and intellectual property developed, utilized or modified in the performance of the services and deliverables under this Agreement. Except to the extent necessary to perform the duties assigned to him or her by the Client, the StaffRehab Associate will hold such proprietary information and intellectual property in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the proprietary information, and intellectual property, and may in no event take any action causing or fail to take the action necessary in order to prevent proprietary information and intellectual property, developed by the StaffRehab associate, to lose its character or cease to qualify as proprietary information and intellectual property. Only with Client written authorization/request, will an Associate disclose proprietary information.

### **Hourly Rates:**

Client shall pay StaffRehab's hourly rates dictated by job class for each hour worked by a StaffRehab Associate as set forth in the Start Confirmation Sheet. Overtime and holiday hours worked, will be billed at 1.5 times the straight time hourly rate. Overtime hours will be determined in accordance with applicable Federal and State Laws. StaffRehab shall submit invoices on a weekly basis to Client for hours worked the previous week. Invoices are to be paid within ten (10) days of the billing date. Billing rates charged to Client shall be adjusted to reflect

any and all increases in the federal and state unemployment tax rates, workers compensation costs and social security rates.

**Direct Hire Fees:**

A Direct-hire Fee of 25% of a candidate’s first year, annual salary is due and payable in full within (30) days of invoice. The Direct-hire Fee will be invoiced by StaffRehab when an offer ( verbal or otherwise) is made by Client and accepted by a candidate. **Replacement Policy:** If the candidate placed with Client voluntarily terminates their employment or is terminated for cause within sixty (60) days from the candidate start date, StaffRehab will offer a replacement for that candidate. Replacement policy is contingent upon receipt of full payment of the Direct-hire Fee paid by Client within thirty (30) days of invoice.

**Hiring of StaffRehab Associate:**

Client, and its subsidiaries, without paying the required fee as listed below, shall not at any time, directly or indirectly, hire, offer employment to, or otherwise use the services of any StaffRehab Associate or former StaffRehab Associate until one (1) year shall have expired from the last date of service provided by such StaffRehab Associate to client.

If Client wishes to hire any StaffRehab Associate working under this Agreement, or who had been working for Client in the past one year, Client shall give StaffRehab thirty (30) days prior written notice of intention to offer employment to such StaffRehab Associate.

**Associate Hiring Fees:**

Client agrees and warrants to pay StaffRehab a hiring fee equal to a percentage of the Associate’s annual salary offer, upon employment from StaffRehab by Client as detailed:

<u>Length of Time Paid on Assignment</u>	<u>Associate Hiring Fee:</u>
0-519 hours	25% of proposed annual salary
520 hours – 1039 hours	20% of proposed annual salary
1040 hours – 1499 hours	15% of proposed annual salary
1500 + hours	\$2,000.00 flat fee

When Client includes, on its payroll, any individual who was formerly referred to Client by StaffRehab, that former StaffRehab Candidate or Associate shall immediately cease to be an independent contractor with respect to Client, and StaffRehab shall no longer be liable in any way for that individual’s actions or omissions, and Client shall indemnify, defend, and hold harmless StaffRehab for any and all alleged or actual claims, allegations, damages, liabilities or lawsuits stemming from the acts or omissions of such individual who became a Client employee, once such employment commences.

**Payment Terms:**

Client is billed on a weekly basis with payment due within ten (10) days. Any outstanding balances not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5% per month (18% annual rate), or such lesser amount as necessary to ensure that such does not exceed the maximum allowable by law.

Client agrees to investigation by StaffRehab of Client's credit history, including but not limited to credit reports, rental history reports, BBB reports, and other means. StaffRehab reserves the right to refuse to enter into this Agreement, in its sole discretion, for any reason, including, but not limited to the results of the credit history inspection. StaffRehab reserves the right to request prepayment for services rendered if the results of the credit history inspection so indicate.

Payment Address:

StaffRehab

P.O. Box 102053

Pasadena, CA 91189 - 2053

**Contract Termination:**

This Agreement remains in effect until terminated by either party. This Agreement may be terminated by either party upon thirty (30) days written notice. For the purposes of this Agreement, notice shall be effective to the parties at the following addresses:

StaffRehab

5000 Birch Street

Suite 3000, West Tower

Newport Beach, CA 92660

888.835.0894, 714.890.4889 Fax

**Indemnity and Hold Harmless:**

StaffRehab shall hold harmless and indemnify the District, its officers, agents, Board members and employees from and against any and all actions, claims, losses, damages, suits or other proceeding, including payment of reasonable attorney's fees, which may arise as the result of performing the work under this Agreement, caused in whole or in part by any act or omission of StaffRehab or anyone directly or indirectly employed by StaffRehab, regardless of whether caused in part by a part indemnified under this Agreement.

**Entire Agreement:**

This Agreement contains the complete agreement between the parties with respect to the subject matter thereof and may not be modified except by written agreement signed by both parties. This Agreement supersedes all previous written or oral agreements between the parties

**Assignment:**

This Agreement may not be assigned by either party without the written consent of the other party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but, subject to the foregoing limitation, will inure to the benefit of and be binding on the successors and assigns of the respective parties

**Severability:**

The parties agree that each of the provisions included in this Agreement is separate, distinct, and severable from the other and remaining provisions of the Agreement; and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement.

**Governing Law:**

The validity and interpretation of any terms or provisions of this Agreement and of the rights and duties of the parties hereunder shall be governed and construed in accordance with the laws of the state of California. All actions, including arbitration, arising out of this Agreement, shall take place and be filed in Orange County, California.

**Dispute Resolution:**

The Parties hereby agree that if a dispute arises out of this Agreement, the Parties will, in good faith, bring to the attention of the other Party, the dispute, and the Parties shall meet and attempt to resolve such dispute. If the Parties are unable to resolve such dispute, the Parties hereby agree to attend mediation in Orange County at JAMS, ADR, Inc., or similar facility and attempt to mediate the matter by a mutually agreeable mediator. The parties may skip this process only if both parties agree they do not want to attempt to mediate the dispute. The cost of the mediator shall be borne equally by the Parties until a prevailing party is determined at any further hearings.

**Prevailing Party:**

In any action brought to enforce or defend, the terms and conditions and obligations contained in this Agreement, the Party who is deemed the prevailing party by either an arbitrator, judge, or jury shall be entitled to reimbursement of costs and fees including reasonable attorneys fees in bringing such action.

**Additional Requests from Client:**

It is further understood that StaffRehab must issue W-2 and 941 forms for income and employment tax purposes, for all of StaffRehab's assigned personnel under terms and conditions of this Agreement.

StaffRehab, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices. StaffRehab also certifies that it will comply with all applicable provisions of the Americans With Disabilities Act.

All costs incurred by StaffRehab in performing the services specified in this Agreement shall be the responsibility of StaffRehab, and StaffRehab will not demand, and District will not pay any costs, expenses, fees or moneys not expressly provided for in this Agreement.

The Client signatory, herein below, specifically warrants that such individual has the capacity and authority to represent, contract on behalf of and bid the Client with respect to the obligations, rights, and duties contained herein.

Company Name: Campbell Union School District

Authorized Representative: Shelly Viramontez

Signed: \_\_\_\_\_

Title: Superintendent

Date: \_\_\_\_\_

**Rockstar Recruiting, LLC dba StaffRehab**

\_\_\_\_\_  
Sara Palmer, CEO

Date: \_\_\_\_\_