



## AGREEMENT RENEWAL

TOC 24/7, featuring Aesop technology, and Teachers On Call seek to extend our strategic partnership with the Pelican Rapids Public Schools, by continuing TOC's services to meet the District's substitute staffing needs and manage staff absences.

### **Continuation of Services:**

Teachers On Call will continue to ...

- Keep all database information confidential
- Continue recruiting efforts and subsequent training to expand the database of substitutes available to the District
- Conduct an annual background check for all substitute teachers and substitute paras – at TOC's expense
- Streamline and consolidate the District's and schools' internal processes to manage placement of substitute teachers and substitute paraprofessionals, as well as the payroll and benefits

Pelican Rapids Public Schools will continue to ...

- Direct staff to enter absences online or via the automated 800#, into the Aesop system ... or, in the event of internet challenges/last-minute emergencies, phone Teachers On Call with the request for a substitute
- Direct teachers to enter lesson plans online, and/or leave a hard copy on their desk
- Provide an in-district lead contact to answer staff's questions, pull reports, request a sub online, update the database, change the status of an employee, etc.
- Approve timecards online through the online Customer Portal every Monday between 1 PM and 6 PM

### **Invoiced Fee Includes:**

- Daily or hourly rate for substitutes, as set by the District. The substitutes' rate must be a market rate, comparable to neighboring districts. [NOTE: minimum four hours per assignment.]
- Taxes and contributions required by the employer: payroll taxes, insurance premiums, workers compensation insurance, unemployment compensation contributions (ACA tax may be additional)
- Overhead expenses for the substitutes: back-up manual sub calling, direct deposit, W-2s
- Ongoing support for the substitutes.
- Periodic updates of enhanced functionality

### **TOC 24/7 Pricing:**

Pelican Rapids Public Schools will be invoiced only for substitute staff when they have worked an assignment. The School District will be billed weekly; payment terms are net 15 days. TOC reserves the right to charge past due accounts 1.5% interest per month from due date. Any dispute to an invoice must be communicated within 30 days of issuance of that invoice, or the District waives the right to object to the invoice and will be held accountable for payment.

TOC pays substitute teachers on a full-day or half-day basis; and substitute paraprofessionals at an hourly rate with a 4-hour minimum required per assignment and 15-minute increments thereafter. When all efforts to find a substitute para are exhausted, TOC will assign a licensed teacher, and pay and bill at the teacher rate. The District agrees to verify the substitute's time in the online customer portal. By approving the timecard, the District agrees that the hours submitted are accurate and the district is responsible for payment. If a timecard in the Customer Portal is not approved by 6:00pm

Monday but was appropriately submitted, TOC will pull it in for payment – the sub will be paid, and the invoice will be submitted for full payment by the District.

It is understood that Teachers On Call’s service is made possible by TOC’s substantial investment in advertising, recruiting, interviewing, and screening of each candidate. In the event that the District chooses to hire a TOC employee – on a temporary or permanent basis, directly or indirectly, or at a subsidiary or related facility – the District agrees that the employee must complete a minimum of 480 hours within the District while in the employ of TOC, or the District will pay a placement fee of \$5,000. This provision does not apply to substitutes who were employees of Pelican Rapids Public Schools prior to the effective date of this Agreement, or were referred to Teachers On Call from the School District or its resources; there is no placement fee if the district decides to hire subs who fall into these categories.

An administrative mark-up of 26% to the substitutes’ rate covers TOC 24/7’s payroll costs, benefits, taxes, insurance, workers comp, unemployment, back-up manual sub calling, direct deposit, W-2s, and other overhead expenses. Any legislation, taxes (e.g.: ACA), or other entities directly passing along burden increases to an employer may be added to this percentage at cost after providing notice to the District. Use of a credit card for payments will incur an additional surcharge from Teachers On Call, and your credit card will be billed weekly.

**Contract Terms:**

Pelican Rapids Public Schools and Teachers On Call – TOC 24/7 agree to contract for substitute staffing services for a period of two years – July 20, 2016 through July 19, 2018. Teachers On Call will send a Renewal Agreement before this Agreement terminates. This Renewal will include a pricing mark-up if Teachers On Call’s costs increase. Teachers On Call shall be entitled to all monies billed and owed for services; and Teachers On Call shall be relieved of further obligations to the District if this contract ends. In that event, Teachers On Call shall cease to use any of the District’s data, confidential information, materials, and records.

**Indemnification:**

Pelican Rapids Public Schools agrees to indemnify and hold TOC, its officers, agents, and employees harmless from and against any and all actual or alleged liabilities, damages, losses, actions, or causes of action, costs, and expenses (including attorney’s fees), arising out of or in any way contributed to by the gross negligence of the District, its agents, employees or officers. TOC agrees to indemnify and hold District, its officers, agents, and employees harmless from and against any and all actual or alleged liabilities, damages, losses, actions, or causes of action, costs, and expenses (including attorney’s fees), arising out of or in any way contributed to by the gross negligence of TOC, its agents, employees or officers.

**Public Disclosure:**

Pelican Rapids Public Schools grants to Teachers On Call – TOC 24/7 the right to publicly disclose for advertising and other promotional purposes the fact that the District is using TOC 24/7.

**BY SIGNING BELOW, BOTH PARTIES CERTIFY THAT THEY HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.** Both parties also agree that the terms and conditions of this Agreement are confidential information and therefore are not to be shared with any third party without the prior written consent of the other party.

Teachers On Call – TOC 24/7

Pelican Rapids Public Schools

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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