



## THE RENHILL GROUP

### Vendor Agreement

The Renhill Group, Inc. (hereinafter "Renhill") is a certified woman business enterprise that provides comprehensive substitute staffing management services. Pioneer Career and Technology Center is a public school system that requests the type of services that Renhill provides and will be referred to as the "Customer." Renhill and the Customer have agreed that the terms and conditions of their relationship are as follows:

#### A. SCOPE OF SERVICES

Renhill will provide recruitment and hiring/employment services for the Customer. Renhill will hire Employees in the specific number as required. The number of positions for which Renhill is providing Employees at the Customer's facilities may be increased or decreased at the discretion of the Customer depending on the fluctuations of Customer's requirements.

#### B. TRAINING AND PROFESSIONAL DEVELOPMENT

Renhill understands the importance the role of a substitute plays in the educational process. Prospective substitutes undergo a rigorous prescreening, hiring and orientation process. To further prepare and develop the skills of our staff, Renhill also provides:

- A mandatory online orientation program to ensure our Employees who serve as educational assistants are ready for service on day one including:
  - Special Education Aide Principles
  - Renhill Employee Handbook
  - Bloodborne Pathogens for School Employees
  - Bullying Prevention
  - Child Abuse Awareness & Reporting Requirements
  - Hazard Communication for School Employees
  - Sexual Harassment
  - Slips, Trips & Falls Prevention

#### C. FEES AND PAYMENT:

- a. Customer agrees to pay Renhill for each Employee assigned based upon the rates established in the pricing schedule provided (see J.), or any Amendment attached to this Agreement. Such rates are subject to modification in the event of federally mandated health benefits, or changes to such mandates, go into effect during the life of this contract. The Client bill rate for services provided under this Agreement do not include the cost of providing coverage for those who qualify under the Affordable Care Act ("ACA"). The cost of our single coverage is currently \$98.00 per month for those who qualify and elect coverage. This rate is subject to change upon our annual renewal in November.

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- b. Renhill must be notified of any billing errors within fifteen (15) days of the date of the invoice. All fees and charges incurred are due and payable to Renhill upon the presentation of an invoice.
- c. Payment will be made by Customer within fifteen (15) days of the presentation of an invoice.

#### D. ADMINISTRATION AND SUPERVISION:

- a. All Employees supplied to the Customer are employees of Renhill and as the employer, Renhill retains the right to hire, evaluate, replace, discipline, layoff, terminate and reassign all Employees assigned to the Customer.
- b. Renhill will instruct all employees performing services at the Customer's locations to follow and obey any and all rules or regulations set forth by the District.
- c. Customer has the right to direct the work activities of Renhill Employees including work location, function, and hours of work. Customer has the right to notify Renhill of employees that are no longer desired at their facilities, including the reason why. Customer will not change the assigned job duties of Renhill Employees without Renhill's prior approval.
- d. Customer will provide Renhill Employees with a safe work environment as well as any necessary orientation, training or instruction related to Customer's policies and procedures.
- e. Customer shall be responsible for any additional cost or expense that may arise out of any present or future collective bargaining agreement to which Customer is a party.
- f. The Customer agrees that it will ensure safe working conditions for Employees, that it will comply with all applicable State and Federal laws, including labor, health, and safety laws, that it will provide safety equipment, safety clothing, safety devices and safety training required by federal and state law, that it will not engage in any unlawful discriminatory conduct in the selection, assignment, or removal of Renhill Employees, including discrimination on the basis of age, race, gender, national origin or disability, and that it will not allow its own employees, supervisors, or managers to engage in discriminatory or other unlawful conduct towards Renhill Employees.

#### E. RENHILL RESPONSIBILITIES:

- a. Renhill will be responsible for all administrative and payroll obligations of its Employees, including obtaining Employee information for payroll and other regulatory requirements and holding the Customer harmless from any liability for failure to perform these obligations in regard to the Renhill Employees during the term of this Agreement.

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- b. Renhill will maintain in full force and effect during the term of this Agreement, Workers' Compensation Insurance and general liability coverage for all employees supplied to the Customer.
- c. Renhill is responsible for compliance with the requirements of the Federal Employment Eligibility Verification system, including, but not limited to Immigration and Naturalization Service Form I-9 and inspection requests by the Department of Labor and the Department of Justice.
- d. Renhill will be responsible for managing the administrative burden of the Affordable Care Act for all Renhill Employees working in Customer facilities. This includes administration; reporting and governmental agency interface; tracking of hours to manage potential costs, and assuming responsibility for regulatory compliance. The cost of the coverage is passed through to the district on a monthly basis for those subs that qualify and elect coverage.
- e. Renhill is responsible for collecting and keeping in each Employee's file, all of the Ohio state requirements necessary to work in a school system position.

F. RESPONSIBILITIES UNDER THE AFFORDABLE CARE ACT

- a. As the common law Employer of all Employees staffed by Renhill for Customer, Renhill will be responsible for compliance with Internal Revenue Code § 4980H and corresponding statutory and regulatory provisions under the Affordable Care Act, as those responsibilities relate to Renhill's sponsored employee benefit plans offered to Employees staffed by Renhill for Customer.
- b. Renhill will be responsible for taxes, penalties or other liabilities arising from Renhill's sponsored employee benefits plans for Employees that are staffed by Renhill for Customer and who are determined to be common law employees of Renhill. Renhill also agrees to be responsible for applicable employer information reporting provisions under code §§ 6055 and 6056 and related regulations as those provisions and regulations relate to Renhill's sponsored employee benefits plans offered to Employees staffed by Renhill for Customer.
- c. In no event will Renhill be responsible for compliance with Internal Revenue Code § 4980H or corresponding statutory and regulatory provisions under the ACA as those responsibilities relate to employees hired and staffed directly by Customer or as those responsibilities relate to Customer's sponsored employee benefit plans. Further, in no event will Renhill be responsible for taxes, penalties or other liabilities assessed against Customer based on its failure to comply with §4980H as it relates to employees hired and staffed directly by Customer and who are determined to be common law employees of Customer.
- d. Customer will be responsible for, and agrees to comply with, the duties imposed upon it by law, rule, or regulation, including, as applicable, ERISA, HIPPA, COBRA, the ACA, and

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the Internal Revenue Code and Customer assumes responsibility for taxes, penalties and fees assessed against Customer based on its responsibilities under those laws.

G. ADDITIONAL INCLUDED AGREEMENTS:

Renhill and the Customer realize and agree that each Customer may have particular, specific needs and requirements that need to be addressed in this Agreement. Those additional requirements, if necessary, will be physically attached to this Agreement and their inclusion will be noted on the signature page at the conclusion of this Agreement.

H. AGREEMENT TERM:

This agreement is valid for one school year and will automatically renew unless either party provides a written 90 day notification to the other of their desire to terminate. Each party's indemnification duties and any obligations for payment arising from this Agreement will survive any termination and remain in full force and effect.

I. MISCELLANEOUS PROVISIONS:

- a. This Agreement may be altered and amended only by written Agreement of both parties.
- b. The parties agree to comply with all applicable labor laws regarding equal employment opportunities. Neither Renhill nor Customer will discriminate on the basis of national origin, race, color, religion, age, sex, handicap, or any other protected category or description.

J. SUBSTITUTE PRICING SCHEDULE:

Renhill shall provide long-term aides as needed at a rate equal to pay, tax burden, workers' compensation, unemployment costs, recruiting, account and administrative services, at the following mark up:

Year-Long Educational Aides  
Bill Rate equals pay rate(s) + 16%

K. PAYROLL SERVICES, RETIREMENT CHARGE AND REPORTING PROCEDURE

Renhill will process payroll on a biweekly basis. Renhill will deduct and remit the School Employee Retirement Service (SERS) employee portion of 10% for classified employees. Renhill will submit this portion in a payment to your district, along with the required reporting for SERS, to include hours worked.

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Renhill is responsible for providing the SERS membership information to the district via email. The district will enter the information into their ESERS online account. Any request for missing information from the state may be forwarded on for Renhill to provide.

Pioneer Career and Technology Center's Board of Education is responsible for the 14% match for employee SERS.

#### L. MUTUAL CONFIDENTIALITY

Both parties agree to use the other's confidential information for the sole purpose of evaluating the transaction. The information contained in this agreement may only be disclosed to those who need to know this information and who also agree to hold it in confidence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Client Service (total of five pages) this \_\_\_\_\_ day of \_\_\_\_\_, 2017 to be deemed effective between the parties on \_\_\_\_\_, 2017 and thereafter.

The Renhill Group

By:

\_\_\_\_\_  
Authorized Agent/Representative  
Jamila Hutchins, VP of Operations

\_\_\_\_\_  
DATE

Pioneer Career and Technology Center

By:

\_\_\_\_\_  
Authorized Agent/Representative  
Greg Nickoli, Superintendent

\_\_\_\_\_  
DATE

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Direct Staffing Terms and Conditions for:  
*Pioneer Career and Technology Center*

1. This is to confirm our mutual agreement. Our service fees are on a contingency basis and are payable if you engage the services of a candidate that has been referred to you by Renhill Group. The fee is payable should you or any affiliate representing your company hire a candidate for any position within one year after our most recent communication relating to that candidate.
2. Renhill Group will offer a replacement candidate at no additional charge should the employee voluntarily leave or be discharged within (14) fourteen calendar days from the date of starting work, except if the termination results from lack of work.
3. Your acceptance of referrals from us serves as your acceptance of the terms and conditions of our fees.

**Fee:**  
**\$1500 per hire**

4. It is agreed that payments on all accounts are due and payable within 14 days of the candidate's starting date. An interest charge of 18% per annum (i.e., 1.5% per month) will be applied to any unpaid or outstanding balance.
6. Information given to you by Renhill Group is for your use only and you agree not to share this information with any other employer or company and not to refer candidates to any other employer or company.
7. This signed agreement is effective immediately and supersedes all previously published pricing schedules or agreements. Any changes to these terms and conditions must be in writing and signed by your Renhill Group representative.

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Authorized Representative and Title  
Greg Nickoli, Superintendent

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Date

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Renhill Group Representative  
Jamila Hutchins, VP of Operations

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Date