

Second Amendment to Employee Staffing Agreement

This Second Amendment to the Employee Staffing Agreement (“Second Amendment”) is entered into in the State of Arizona by and between **Sedona-Oak Creek Unified School District** (“Client”), and Educational Services, LLC, an Arizona limited liability company (“ESI”) (each individually a “Party” and collectively, the “Parties”), effective as of July 1, 2024 (“Effective Date”).

RECITALS

WHEREAS, the Parties entered into an Employee Staffing Agreement dated July 1, 2022 as amended and extended by the First Amendment to Employee Staffing Agreement dated July 1, 2023 (collectively, the “Agreement”);

WHEREAS, all capitalized terms not otherwise defined in this Second Amendment have the definitions set forth in the Agreement;

WHEREAS, the Term of the Agreement ends on June 30, 2024 but may be renewed annually upon mutual agreement of the Parties (with each one-year renewal being a successive “Term”); and

WHEREAS, as of the Effective Date, the Parties wish to renew the Term for one additional year and make further modifications to the Agreement as further outlined below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the foregoing recitals are incorporated as if fully set forth herein, and further agree as follows:

1. Term of the Agreement: The Term of the Agreement is renewed for one year, as of the Effective Date.
2. ESI’s Liability Insurance: Paragraph 13 of the Agreement shall be replaced in its entirety with the following:

ESI shall maintain in full force and effect at all times during the Term of this Agreement Commercial General Liability (“CGL”) insurance with limits of liability of not less than one million dollars (\$1,000,000) per occurrence, and if such Commercial General Liability insurance contains a general aggregate limit of liability, the limit of liability shall be at least two million dollars (\$2,000,000). The CGL policy shall be written on an occurrence form and shall cover liability arising from the independent negligence or other wrongful act, error or omission of ESI and its employees that is not the direct consequence of the Services provided by Workers under the terms of this Agreement. The Client shall be added as an additional insured to the CGL policy, but only to the extent that the covered liability-causing event is not related to the Services provided by Workers under the terms of this Agreement.

3. Exhibit A – Fee Schedule: Exhibit A of the Agreement shall be replaced in its entirety with the following:

EXHIBIT A
Fee Schedule

ESI Cooperative Contracts

All fees are defined through the following cooperative contracts. The following is a summary of key terms and may be subject to change. Refer to the specific governing cooperative contract for current detailed fee terms.

Mohave Educational Services Cooperative Contract No. 21N-ESI3-0318

and

IGovernment Procurement Alliance Contract No. 22-09PV-03

RetireRehire

ASRS Retired Member Leased Employees: excludes Substitutes

- 18.50% of gross salary

SubSource

Certified and Classified Substitutes

- 27.50% of gross salary

Pre-Payment Incentive

Pre-payment of at least 80% of estimated fiscal year expenditure required. Incentive is a 0.25 percentage point reduction of the base administration fee. Example: For ASRS Retired Member Leased Employees (excludes substitutes), the base admin fee of 18.50% would be reduced to 18.25%.

4. Survival. All other provisions of the Agreement remain in full force and effect.

IN WITNESS THEREOF, the Parties have executed this Second Amendment acknowledging and agreeing to its terms and conditions as of the Effective Date.

“Client”

EDUCATIONAL SERVICES, LLC

By: _____

By: W. Andy Shirk

Its: _____

Its: President & CEO