

SERVICE LEVEL AGREEMENT

This agreement (hereinafter referred to as "AGREEMENT") is made and entered into on April 24, 2015, (hereinafter referred to as "EFFECTIVE DATE"), by and between **Nova Classical Academy**, (hereinafter referred to as "CLIENT"), and **TeachersASAP** (hereinafter referred to as "AGENCY").

RECITALS

- A. CLIENT is **Nova Classical Academy**, located at **1455 Victoria Way W., St. Paul, MN 55102**, and provides public schooling to children Kindergarten through Twelfth Grade.
- B. AGENCY, **TeachersASAP**, located at **8400 Normandale Lake Blvd. Ste. 920, Bloomington, MN 55437** is a staffing services agency in the business of providing educational staffing services to companies such as **Nova Classical Academy**.
- C. CLIENT desires AGENCY to provide, when requested and on a non-exclusive basis, high quality substitute staffing services.

Now, therefore, CLIENT and AGENCY hereby agree as follows:

AGENCY's Duties and Responsibilities

- 1. AGENCY will
 - a. Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A under CLIENT's supervision at the locations specified on Exhibit A. Screening includes employee reference checks and a background study as outlined by the Department of Human Services. All licensed employees undergo a criminal background check upon filing for their teaching license through the Department of Education;
 - b. Pay Assigned Employees' wages and provide them with the benefits that AGENCY offers to them;
 - c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;

CLIENT's Duties and Responsibilities

- 2. Client will
 - a) Provide AGENCY with school year calendar for current school year.
 - b) Inform AGENCY of any schedule changes (i.e. school closing for inclement weather)
 - c) Follow all payment terms, bill rates and fees as set forth in this contact.

Payment Terms, Bill Rates, and Fees

3. CLIENT will pay AGENCY for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. AGENCY will invoice CLIENT for services provided under this Agreement on a **WEEKLY** basis. Payment is due **WITHIN 30 DAYS** of invoice. Invoices will be supported by the pertinent time sheets submitted by the Assigned Employees. It is the CLIENT'S responsibility to review invoices within 7 days for any discrepancies and inform AGENCY of the discrepancy. Upon notification, AGENCY will review said invoice. Failure to notify AGENCY of a discrepancy within 7 days of the invoice will result in CLIENT invoice remaining as originally issued. AGENCY accepts cash, check or credit card payments. If paying by a credit card, there is a 3.5% convenience fee per transaction.
4. **MINIMUM BILLING RATE:** AGENCY has a minimum bill rate of 4 hours (1/2 day) for any requested position.
5. **CANCELLATION POLICY:** AGENCY requires a 3 hour cancellation notice if you no longer need the position filled. If the shift is not cancelled 3 hours prior to the start of the shift, you will be billed the minimum billing rate for the day. Additionally, if a teacher arrives at your location and you no longer need them, you will be charged the minimum billing rate.
6. **LATE FEES:** If CLIENT's payment is not received within 30 days of the invoice date, AGENCY will charge CLIENT a finance charge of 3%. If payment has not been received within 45 days, service will be placed on hold until account in current.
7. **NSF CHARGES:** All NSF charges must be paid by certified check within 24 hours of the notification of the NSF. The amount to be reimbursed to AGENCY will be the amount of the NSF, plus an additional \$50 NSF fee. This must be paid and collected within 24 hours. (As a result of these NSF charges, any future payments by the CLIENT must now be submitted via certified funds.) ***Failure to resolve any NSF issues within 24 hours will result in immediate termination of services and CLIENT will be responsible for collection fees including any court and attorney costs.***
8. CLIENT shall immediately reimburse AGENCY for all fees and other charges, including attorneys' fees that AGENCY incurs attributable to CLIENT's failure to pay in accordance with this agreement and shall owe interest on all late payments at a rate of 6%, from the date the payments were due, but not to exceed the maximum legal rate. This shall be consistent with terms and conditions as described on:
<http://statelaws.findlaw.com/minnesota-law/minnesota-interest-rates-laws.html>
9. **PERMANENT PLACEMENT FEES:** Should CLIENT knowingly hire an Assigned Employee as a regular employee of the CLIENT within a 6 month period following their last placement with CLIENT by AGENCY a standard fee of \$3600 will be assessed at the time of hire.

The fee needs to be paid prior to the employee starting with your establishment. We require our employees to give a two week notice upon departure from AGENCY for any reason. Our goal is to ensure a smooth transition onto the career path for any of our employees placed permanently with our clients.

If an employee is no longer with AGENCY and you hire that employee within a 6 month period from their employment with AGENCY, the placement fee will be assessed.

Confidential Information

10. CLIENT and AGENCY may receive information that is proprietary or confidential to the other party or its affiliated companies and their clients. CLIENT and AGENCY agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to AGENCY as a result of Assigned Employees' access to such information.

Cooperation

11. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

12. To the extent permitted by law, AGENCY will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by AGENCY's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of AGENCY or AGENCY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
13. To the extent permitted by law, CLIENT will defend, indemnify, and hold AGENCY and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
14. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
15. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 15 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
16. The provisions in paragraphs 12 through 16 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

17. This agreement is to be governed by the laws of the State of Minnesota.
18. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
19. No provision of this Agreement may be amended or waived unless agreed to in writing and signed by the parties.

- 19. No provision of this Agreement may be amended or waived unless agreed to in writing and signed by the parties.
- 20. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
- 21. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
- 22. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
- 23. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
- 24. CLIENT will not transfer or assign this Agreement without AGENCY'S written consent.
- 25. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
- 26. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

Term of Agreement

- 27. This Agreement will be for a term of one (1) year from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 30 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 24 hours written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

Nova Classical Academy
 CLIENT
[Signature]
 Signature
Bruce Watkins
 Printed Name
Executive Director
 Title
5/14/2015
 Date

[Signature]
 AGENCY
 Signature
JAMIE SCOTT
 Printed Name
Owner
 Title
5/14/15
 Date

Exhibit A Rate Schedule

Job Title or Description	Shift	Location	Hourly Bill Rate
Licensed Teachers	1st	1455 Victoria W St. Paul, MN	\$207/7.75 hour day
Extra Hours Billing Rate for time over 7.75 hours billed in .25 increments	1st	1455 Victoria W St. Paul, MN	\$25/hour
Licensed Teachers	1st	1455 Victoria W St. Paul, MN	\$120/4 hour day
Paraprofessionals	1st	1455 Victoria W St. Paul, MN	\$22/hour

**Client is billed for hours substitute staff is onsite, including a ½ hour lunch break. If you choose to give the substitute a break longer than ½ hour, the extra time is not chargeable to the client as long as the substitute is relieved of all duties during that time.

Nova Classical Academy

CLIENT



Signature

Bruce Watkins

Printed Name

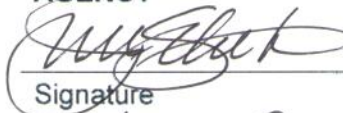
Executive Director

Title

5/14/2015

Date

AGENCY



Signature

JAMIE SWANSON

Printed Name

Owner

Title

5/14/15

Date