



THE RENHILL GROUP

Vendor Agreement

The Renhill Group, Inc. (hereinafter "Renhill") is a certified woman business enterprise that provides comprehensive substitute staffing management services. Galion City Schools 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

Our integrated substitute staffing management solution is comprehensive.

- Renhill will provide substitute personnel (hereinafter referred to as "Employee" or "Employees") at various specified locations as requested by the Customer who will meet the general qualifications as set by the Customer.
- Unless requested by the Customer, no Employees shall be provided when the schools are closed, including all weekends and school holidays. Employees shall be required to report in the event of a school delay.
- We will provide targeted recruiting—all year round—that not only identifies qualified, but quality, candidates based on desired skill sets and qualifications for all Employees assigned to Customer.
- We ensure the Ohio Department of Education compliance requirements are met as well as any specified district training.
- Renhill will implement and provide Aesop as well as be responsible for training, monitoring and managing all substitute needs and absences in the system.
- As the employer of record, Renhill assumes responsibility for the accurate and timely processing of payroll, withholding and submission of all applicable federal and state employment taxes to the appropriate authorities, SERS payroll deduction in accordance to Ohio Revised Code, as well as school year end letter of reasonable assurance and auditing of personnel files related to all Employees.

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 aides are ready for service on day one including:
 - Special Education Aide Principles
 - Renhill Employee Handbook
 - PSW Training
 - Bloodborne Pathogens for School Employees
 - Bullying Prevention
 - Child Abuse Awareness & Reporting Requirements
 - Hazard Communication for School Employees

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- 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 will do not include the cost of providing coverage under the Affordable Care Act ("ACA").
- 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

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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.
- 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.

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- 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 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:

The Renhill Group shall provide personnel as needed at a rate equal to hourly pay, tax burden, workers' compensation, unemployment costs, recruiting, and administrative services.

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Yearlong and Substitute Aides

Bill rate = district hourly rate + 16%

K. PAYROLL SERVICES, RETIREMENT CHARGE AND REPORTING PROCEDURE

Renhill will deduct and remit the School Employee Retirement Service (SERS) employee portion 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.

Renhill is responsible for submitting the SERS membership information to the state and the required SSA forms. Any request for missing information from the state may be forwarded on for Renhill to provide.

The Galion City Schools is responsible for the 14% Employer SERS contribution.

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 six pages) this _____ day of _____, 2016 to be deemed effective between the parties on _____, 2016 and thereafter.

The Renhill Group

By:

Authorized Agent/Representative
Barrie Howell

DATE

Galion City Schools

By:

Authorized Agent/Representative
Mr. James Grubbs, Superintendent

DATE

By:

Authorized Agent/Representative
Ms. Charlene Parkinson, Treasurer

DATE

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