

AMENDMENT NO. 2 TO AGREEMENT FOR EDUCATIONAL STAFFING

This Amendment ("Amendment") is between Kelly Services, Inc. and The School Board of Clay County and shall be effective as of April 5, 2021.

RECITALS

- A. Kelly Services, Inc. ("Kelly") and The School Board of Clay County ("Customer") entered into an Agreement For Educational Staffing ("Agreement"), dated October 15, 2013 and Amendment No. 1 to extend the term of the Agreement dated October 15, 2018.
- B. Kelly and Customer desire to modify the Agreement as set forth below.

The parties therefore agree as follows:

AGREEMENT

- 1. **Amendment.** Exhibit B, page 9 and 10 of the original Agreement shall be deleted and replaced with Exhibit B, revised page 9 attached to this Amendment.
- 2. **Miscellaneous.** The parties restate all other provisions of the Agreement and agree that all such provisions remain in effect. If there is any conflict between the provisions of this Amendment and corresponding provisions of the Agreement, the provisions of this Amendment shall control.

The School Board of Clay County


Signature

Printed Name

Title

Date Signed

Kelly Services, Inc.



Signature

Tina Mosley

Printed Name

RVP, State Lead FL

Title

2-9-2021

Date Signed

EXHIBIT B TIME, BILLING, AND AUTOMATED SCHEDULING TERMS

1) DOCUMENTATION OF TIME WORKED

- (a) The Customer agrees to review documentation of Assigned Employees' Scheduled Time by the Assigned Employees. "Scheduled Time" shall be defined as an Assigned Employee(s)' preset schedule of hours to be worked at Customer location that have been entered into the assignment in the Aesop system. The Customer also will designate one or more representatives to review Scheduled Time on its behalf. Customer will use reasonable efforts to assist Kelly with missing scheduled absences, which must be paid and invoiced.
- (b) The accuracy of scheduled time requires the following:
 - i) Scheduled Time for a given week-ending date will be gathered from the system on the following Tuesday.
 - ii) All Customer representatives who agree to Scheduled Time of the Assigned Employees must have school-issued, active e-mail accounts.
 - iii) All adjustments to Scheduled Time that has been paid and invoiced will be handled outside of the Aesop System. Aesop will not be updated to reflect the adjusted values.
 - iv) Customer representatives will have until the day of the absence to adjust the scheduled time. Any adjustments made after the day of the absence must be processed by Kelly Education.

2) NON-EXEMPT EMPLOYEES AND OVERTIME

- (a) **Non-exempt Employees.** Some Kelly Employees may be deemed as non-exempt employees under federal or state wage and hour laws (e.g., (1) states that designate teachers as non-exempt, (2) licensed teachers not performing the customary duties of a classroom teacher, or (3) Kelly Employees that are not licensed teachers and assigned to perform clerical, administrative, janitorial, or cafeteria duties). Kelly Employees who are designated as non-exempt or are performing non-exempt work are entitled to overtime pay.
- (b) **Overtime; Meal and Rest Periods.**
 - i) Kelly shall pay nonexempt Kelly Employees overtime pay in accordance with applicable federal and state law at a rate of one and one-half times their regular rate of pay for all hours worked over 40 hours in any given workweek and bill the Customer accordingly.
 - ii) Kelly shall adjust its overtime payments to comply with state laws that may impose additional or different requirements than federal law and bill the Customer accordingly. For example, under California's wage and hour law, nonexempt employees must be paid overtime for any hours worked in excess of eight hours in one workday or 40 hours in one workweek.
 - iii) Kelly will base overtime pay on hours actually worked. For example, hours paid for vacation, holiday, sick, or paid time off will not be included in calculating overtime.
 - iv) An authorized Customer representative must approve in advance a non-exempt Kelly Employee working overtime.
 - v) In those states that require non-exempt employees to have meal and rest periods, non-exempt Kelly Employees must accurately record their meal and rest periods in accordance with Section 1 above.

3) Automated Scheduling

- (a) Kelly may provide an interactive, voice-activated response (IVR) and internet program for automated scheduling and absence reporting in some situations. Among other things, the program would enable Kelly to provide the Customer with certain reports and information related to regular teacher absences and substitute teacher staffing coverage and permit the Customer and its designated representatives to schedule regular teacher absences. Implementation of the IVR/internet program would require that the Customer provide certain information concerning the employment positions that the Agreement for Educational Staffing covers and the personnel currently in such positions.
- (b) Any information that the Customer provides Kelly for purposes of implementing the IVR/internet program will be used in connection with the educational staffing services that Kelly provides. Kelly will not use such information for any other purpose without the Customer's prior written consent.
- (c) Information in reports that Kelly furnishes to the Customer which are generated based on the IVR/web program will contain information that the Customer's personnel provides upon accessing and using the IVR/web program. Accordingly, the accuracy of such information depends on the accuracy of the information provided by the Customer's personnel. The Customer will be solely responsible for verifying the accuracy of such information.