

## Charter School Substitute Agreement

This agreement dated August 18, 2020 until May 31, 2021 is entered into by and between and Florida Substitute Staffing, LLC (“FSS”) and Global Outreach Charter Academy. It is agreed by the parties as follows:

Global Outreach Charter Academy shall pay FSS a daily rate of \$135.00, long term \$140.00, Certified SPED \$150.00 and half day rate of \$90.00 for providing quality, and pre-screened substitute teachers (the “FSS Teachers”) to School as requested by School from time to time. Payment terms are within 15 days of the date of original invoice. FSS reserves the right to charge a 10% late charge for any invoices that remain unpaid five days past the term of Net 15.

1. Global Outreach Charter Academy reserves the right to review the credentials and interview the FSS Teachers before allowing them to teach at the school.
2. FSS Teachers shall perform all of the duties assigned by the School Leader or the School Leader’s designees. The FSS Teachers also agree to adhere to the policies described in the School’s Personnel Handbook.
3. FSS Teachers agree to keep confidential all non-public information about the School, its activities, its personnel, students and students’ families, and not to release any such information other than to School personnel as reasonably necessary by her/his duties or as required by law. Promptly upon the termination of this Agreement, or upon the request of the School, the FSS Teacher shall return to the School all documents and tangible items, including samples, provided to the FSS Teacher by the School or created by the FSS Teacher for use in connection with duties to be rendered hereunder, including without limitation all confidential information, together with all copies and abstracts thereof.
4. All FSS Teachers providing services at the Global Outreach Charter Academy shall have completed fingerprinting checks and have full clearance to teach at Florida Public/Private Schools as required by law.
5. Either party to this Agreement may terminate this Agreement at any time with or without cause by providing one (1) day written notice to the other party. Global Outreach Charter Academy shall pay FSS for the days the FSS Teachers worked through the termination date.
6. Absent the prior and express consent of FSS, during the term of this Agreement and for a period of one (1) year from and after the termination of this Agreement for any reason, School will not, directly or indirectly, on its own behalf or for another individual or entity solicit or attempt to solicit any FSS



7. Teacher who provided substitute teacher services to School to induce such FSS Teacher to leave his or her employment with FSS and to provide teaching services to School or to any affiliate of School. Global Outreach Charter Academy shall obtain permission from FSS before discussing permanent employment with any FSS Teacher.
8. If FSS has granted consent to School to solicit a FSS Teacher about employment with School or any other person or entity, and the FSS Teacher is hired in any capacity as a teacher, Global Outreach Charter Academy shall pay to FSS a total of six percent (10%) of the FSS Teacher's first year annual total compensation payable by School to the FSS Teacher which amount shall be paid to FSS within thirty (30) days of the date that the FSS Teacher accepts employment with School. To evidence the compensation payable to the FSS Teacher by School, Global Outreach Charter Academy shall provide to FSS a complete copy of the accepted offer letter signed by the FSS Teacher and the School. In the event that School hires a FSS Teacher without obtaining the prior and express consent of FSS to talk to a FSS about possible employment, Global Outreach Charter Academy shall pay to FSS an amount equal to ten percent (10%) of the FSS Teacher's first year annual total compensation payable by School to the FSS Teacher which shall be paid to FSS within thirty (30) days of the date that the FSS Teacher accepts employment with School and such compensation payable to the FSS Teacher by School, shall be evidenced by a complete copy of the accepted offer letter signed by the FSS Teacher and the School. School hereby agrees and acknowledges that such fees payable to FSS are to cover FSS's cost of recruiting, reference checks and related costs. School further agrees and acknowledges that the extra four percent (4%) fee payable to FSS in the event of a non-approved solicitation of a FSS Teacher are not a penalty but rather liquidated damages to compensate FSS for its costs and trouble in hiring additional teachers on a quicker than anticipated basis.
9. FSS's liability to school for all claims, losses, costs or damages of any nature, arising out of or in any way related to this agreement and/or the services provided hereunder, from any cause or causes, including but not limited to breach of contract, negligence or personal injury, and including attorneys' fees, is and shall be limited to the amount actually paid by school through the date that school submits a claim against FSS. Nothing herein shall be construed as a waiver of CLIENT's sovereign immunity under Section 768.28, Florida Statutes, nor shall CLIENT's duty to indemnify STAFFING FIRM hereunder exceed the applicable monetary limits set forth therein.
10. Subject to section 9 above, FSS agrees to indemnify and hold harmless the School for any and all acts of omissions, whether intentional or unintentional, committed by the FSS Teacher during their service to the School.
11. School agrees to indemnify and hold FSS harmless from any liabilities, expenses and damages (including attorney fees) arising out of, or in connection with this Agreement.
12. FSS may not assign this Agreement to any other party without the written consent of the School.

13. FSS shall provide the School with a certificate of insurance evidencing professional liability coverage, with limits no less than one million dollars (\$1,000,000) before Agreement is signed. Maintain commercial general liability insurance, including coverage for personal injury and property damage, with minimum coverage of \$1,000,000 per claim and \$2,000,000 in the aggregate, naming CLIENT as an additional insured.



In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives below.

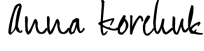
Florida Substitute Staffing, LLC

By: \_\_\_\_\_ Jamie Meeks \_\_\_\_\_

Staffing Coordinator

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By: \_\_\_\_\_ Anna Korchuk \_\_\_\_\_

DocuSigned by:  
  
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(Please print name)

Title: \_\_\_\_\_ COO \_\_\_\_\_

Dated: September 13, 2020