

Strategic Plan: Teacher and Student Success Act (TSSA)

School Year: 2025 – 2026

School: Mountain Heights Academy

Date Board Student Success Framework Approved: June 14, 2019

Date Teacher and Student Success Act Plan Approved: June 20, 2025

General Information – In accordance with the Student Success Framework approved by the Board, the school’s administration will create a Teacher and Student Success Plan designed to improve the school’s performance under the state’s accountability system (USBE staff have indicated that this means achieving at least a 1% increase from the previous year’s overall score). The Plan’s goals may align with the goals shown on the School Land Trust Plan. Schools must include at least one goal in the plan. Schools must solicit input on developing the plan from administrators, school level educators, parents, and the School Land Trust Council and may solicit input from students, support professionals, or other community stakeholders. The Plan must be submitted to the school’s Board for approval. The Board will annually review the Plan submitted and use its best efforts to complete the approval process by June 30 each year. The School Land Trust council will select a component of the approved plan to address within the School Land Trust Plan.

Goals based on School Needs

Purpose:

These goals guide the board’s oversight of school performance and the Executive Director’s evaluation. Together, they reflect academic excellence, strong partnerships, and meaningful impact beyond the classroom.

GOAL 1: Improve Student Success

Students perform at grade level, demonstrate proficiency, and are prepared for post-secondary life.

Key Indicators

- **≥ 40% of students** demonstrate adequate MAP Growth (40–50 CGP)
- **≥ 80% schoolwide course completion rate**

- **≥ 85% graduation or GED completion**
 - **≥ 95% of students** complete annual College & Career Readiness (CCR) meetings
 - **≥ 80% of students** report post-secondary preparedness
 - Schoolwide proficiency **exceeds most comparable statewide online LEAs**
 - Regular data analysis, reporting, and plan adjustment
-

GOAL 2: Develop a Robust & Connected Community

Families and communities are meaningfully engaged in student learning and support.

Key Indicators

- **≥ 75% of parents** review Student Academic Portfolios (SAP)
 - Student Academic Portfolio system fully implemented with SOPs
 - **≥ 1 annual professional learning opportunity** for staff on family engagement
 - **≥ 2 quarterly family engagement opportunities**
 - **≥ 3 student groups and mental health supports**
 - Clear communication of Tier 1 / 2 / 3 instructional supports
 - **≥ 2 parent-identified partnerships or internships**
 - Progress toward parent resource and tutorial library
-

GOAL 3: Increase Individual, Community & Societal Impact

The school positively impacts students, communities, and society through service, kindness, and leadership.

Key Indicators

- **≥ 75% of students** participate in service learning
 - All milestones met for the **Lt. Governor's 4-Year Service Learning Pilot**
 - **≥ 2 active community service partnerships**
 - Service learning lessons & reflections embedded in coursework and CCR
 - Maintain **One Kind Act a Day – Certified Kindness School** status
 - Annual schoolwide activities include kindness elements
 - Local and state leadership, including **mentoring aspiring leaders**
 - **National and global leadership**, including conference presentations
 - Dissemination of practices and models beyond the school
-

Action Steps

- Onboarding:
 - Audition and train teachers well
 - Keep student to staff ratio manageable
- Communication:
 - Parent column in school newsletter
 - Calendar two opportunities for parent engagement with activity coordinator
 - Train parents on Student Academic Portfolio access at orientation
- Surveys and Data Analysis:
 - Train staff on MAP processes, including use, best practices, and reports
 - Full implementation and roll-out of initial student testing using MAP for English, Math, and Science content
 - Analysis of testing data and implementation process complete. Use results to make any needed adjustments to the secondary test assessments.
 - Report and Analysis of Student Performance/Growth on MAP assessments complete.
 - Report and Analysis of proficiency and comparison to other statewide online LEAs completed each summer.
 - Gather input from parent focus group/survey
- Professional Development:
 - Identify most relevant conferences to attend for professional development opportunities
 - Identify staff w/skills to present on presentation topic and who need to present as part of their Personalized Professional Learning Plan (PPLP).
 - Train/review presentation
 - Create tracking doc for notes at conferences
 - Communicate expectations to share what the attendees learn with departments/school
 - Plan legislative PD for teacher training during school year
 - Gather input from parent focus group/survey
- Impact Programs:
 - Establish a Student Success Team to provide early intervention services for struggling students and families
 - Embed service learning opportunities into each course—one per semester
 - Embed tracking system to account for student participation
 - Mentor at least one external aspiring leader and a minimum of three internal aspiring leaders

Budget

20% of the TSSA funds will be used for professional learning activities.

40% of the TSSA funds will be used for Student Success Team salaries

40% of the TSSA funds will be used for counseling and counseling support staff.

NOTES: According to statute, administration needs to annually submit to the LEA Board a description of (1) budgeted and actual expenditures of the Plan, (2) how the expenditures relate to the school's Plan and (3) how the school measures the success of the school's participation in the program. The above sample plan fulfills these requirements.

The school must post on its website (a) the approved Plan, (b) a description of the school's allocation budget and actual expenditures, (c) a summary of how the expenditures help the school accomplish the plan, and (d) the school's current level of performance.

Reviewed annually by the Board of Directors

**MOUNTAIN HEIGHTS ACADEMY
BOARD OF TRUSTEES MEETING**

Date: February 27, 2026

Location: 9067 S 1300 W #204, West Jordan, UT 84088

In Attendance: Kari Malkovich, Jen Robison, Wade Glathar, Kara Finley, Royce Kimmons

Others In Attendance: DeLaina Tonks, Cathie Hurst, Priscilla Stringfellow, Hannah Dorius, Steve Davis



MINUTES

CALL TO ORDER

Kari Malkovich called the meeting to order at 11:55AM.

PUBLIC COMMENT

There was no public comment.

REPORTS

- Directors Report
 - 2024/2025 School LAND Trust Report
Dr. Tonks presented the Directors Report to the board, sharing positive feedback from both employees and students. Dr. Tonks also reported that she has been invited to present at the WICHE Conference in Salt Lake City in April. Current enrollment as of January 21, 2026 is 2,265 full-time and part-time students. Steve Davis reviewed the School Report Card data with the Board, outlining key advantages and areas for consideration. Dr. Tonks also provided an update on the 2024/2025 School Land Trust Report.
- Finance Report
Cathie Hurst presented the Finance Report to the board. January financials were reviewed, with the school 58.3% through the fiscal year. Revenue is tracking ahead of budget largely due to state funding adjustments. Expenses are at 56.1% and are on track for this time of year. Insurance and annual dues are tracking higher due to upfront payments made earlier in the year. Overall, the financials are healthy and on track for this time of year.

CONSENT ITEMS

- December 12, 2025 Board Meeting Minutes
Jen Robison made a motion to approve the December 12, 2025 board meeting minutes. Wade Glathar seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Wade Glathar, Aye; Jen Robison, Aye; Kara Finley, Aye; Royce Kimmons, Aye.

VOTING AND DISCUSSION ITEMS

- School Land Trust Plan 2026/2027
Dr. Tonks presented the School Land Trust Plan 2026/2027. The plan is identical to the 2025/2026 plan. Funds from the School Land Trust will support the MAP testing

platform, additional math staffing to maintain lower class sizes in SM1 and SM2, and a reading specialist to strengthen the literacy program.

Royce Kimmons made a motion to approve the 2026/2027 School Land Trust Plan. Wade Glathar seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Kara Finley, Aye; Jen Robison, Aye; Royce Kimmons, Aye; Wade Glathar, Aye.

- Salary Schedule Increase Proposal

Dr. Tonks proposed a \$5,150 increase to the 2026/2027 teacher and counselor salary schedule, with each licensed employee moving up one step and receiving the increase. After reviewing five years of surplus data and current enrollment, it was determined that funds are available to make this a sustainable, ongoing adjustment.

Wade Glathar made a motion to approve the Salary Schedule Increase Proposal. Jen Robison seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Kara Finley, Aye; Royce Kimmons, Aye; Jen Robison, Aye; Wade Glathar, Aye.

- All Access Andy Garcia Show Proposal

Dr. Tonks presented the All Access Andy Garcia Show Proposal. The proposal is for a PR/marketing opportunity to produce high-quality video assets that MHA will own upon completion.

Kara Finley made a motion to approve the All Access Andy Garcia Show Proposal and approve an amount up to \$25,900. Wade Glathar seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Kara Finley, Aye; Jen Robison, Aye; Royce Kimmons, Aye; Wade Glathar, Aye.

- 2025-2030 Strategic Plan

Dr. Tonks and the board reviewed the 2025-2030 Strategic Plan prior to the board meeting. The Strategic Plan was updated to align with the new MHA values and goals. The Strategic Plan reflects the current framework being used by the administrative team to track progress toward goals.

Wade Glathar made a motion to approve the 2025-2030 Strategic Plan. Royce Kimmons seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Kara Finley, Aye; Jen Robison, Aye; Royce Kimmons, Aye; Wade Glathar, Aye.

- Board Member Handbook

The board reviewed the handbook prior to the board meeting to ensure the handbook is up to date. There are no suggested additions at this time.

Jen Robison made a motion to approve the Board Member Handbook. Royce Kimmons seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Kara Finley, Aye; Jen Robison, Aye; Royce Kimmons, Aye; Wade Glathar, Aye.

- Tuition Reimbursement

Dr. Tonks is supportive of Ashley Pollock and Jennifer Holliday being reimbursed for their tuition which is needed to pursue job-related courses that will strengthen their professional competence and further benefit the students they serve. Ashley Pollock will be working on Calculus I to complete her endorsement. Jennifer Holliday will be working on completing her Master's in Psychology which will enable her to teach Concurrent Enrollment Psychology courses upon completion.

Wade Glathar made a motion to approve the Tuition Reimbursement for Ashley Pollock and Jennifer Holliday. Kara Finley seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Kara Finley, Aye; Jen Robison, Aye; Royce Kimmons, Aye; Wade Glathar, Aye.

- Supplies for 2026/2027

Dr. Tonks requested up to \$200,000 for supplies for the 2026/2027 school year. This early approval will secure the lowest possible bulk pricing for necessary supplies.

Wade Glathar made a motion to approve the Supplies for 2026/2027 up to \$200,000. Jen Robison seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Kara Finley, Aye; Jen Robison, Aye; Royce Kimmons, Aye; Wade Glathar, Aye.

- Conference Discussion

The board discussed attendance at the National Charter School Conference and the local Charter School Conference. Several board members will be in attendance at these conferences.

- Policies:

- Fee Waiver Policy

Priscilla Stringfellow presented the changes to the Fee Waiver Policy. The amendment is related to updates to HB 344 which separates courses into "non-fee" and "fee" courses and further restricts allowable fees. Beginning in 2026/2027, secondary schools must offer at least one no-fee option for each graduation credit requirement. These changes have been incorporated into the school's Fee Waiver Policy

Kara Finley made a motion to approve the Fee Waiver Policy. Royce Kimmons seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Kara Finley, Aye; Jen Robison, Aye; Royce Kimmons, Aye; Wade Glathar, Aye.

- Student Conduct & Discipline Policy

Priscilla Stringfellow presented the changes to the Student Conduct & Discipline Policy. The amendment stems from SB 170 regarding emergency safety interventions, including physical restraint and seclusion. Additional revisions were made to ensure compliance with updated law and rules. These

requirements have been incorporated into the Student Conduct & Discipline Policy.

Royce Kimmons made a motion to approve the Student Conduct & Discipline Policy. Kara Finley seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Kara Finley, Aye; Jen Robison, Aye; Royce Kimmons, Aye; Wade Glathar, Aye.

CALENDARING

- Board Meetings
 - Next meeting: April 17, 2026

ADJOURN

At 1:10PM Kara Finley motioned to adjourn the meeting. Jen Robison seconded. Motion passed unanimously. Votes were as follows: Kari Malkovich, Aye; Kara Finley, Aye; Wade Glathar, Aye; Royce Kimmons, Aye; Jen Robison, Aye.

DRAFT

**MOUNTAIN HEIGHTS ACADEMY
BOARD OF TRUSTEES MEETING**



Time: 12:00PM

Date: April 28, 2026

Location: Electronic Meeting

<https://us02web.zoom.us/j/86171029221?pwd=QTg1l6BZOFADgnbBbzfooBtKgLuKA3.1>

AGENDA

CALL TO ORDER

PUBLIC COMMENT (limited to three minutes each)

CLOSED SESSION - to discuss pending or reasonably imminent litigation pursuant to Utah Code 52-4-205(1)(c).

CONSENT ITEMS

- February 27, 2026 Board Meeting Minutes

VOTING AND DISCUSSION ITEMS

- TSSA Plan 2026-2027
- Paraeducator Coordinator/Instructional Coach Agreement and Compensation
- Helpside Professional Employer Agreement
- Travel Policy
- Policy Committee
- Genius SIS Standard Agreement 2023-2026 + Two-Year Extension
- Tuition Reimbursements
- MHA Organization Chart 2026-2027
- Replacement Teacher Desktop Devices
- Updated/Upgraded Student Laptops
- Math Support Tools
 - Thinkverse
 - Pearson MyMathLab

REPORTS

- Directors Report

CALENDARING

- Next Board Meeting June 17, 2026

ADJOURN

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call 801-444-9378 to make appropriate arrangements. One or more board members may participate electronically or telephonically pursuant to UCA 52-4-207.



DR. DELAINA TONKS
Executive Director

TEAMS

BOARD OF DIRECTORS

ASSISTANT DIRECTORS

LEADERSHIP TEAM

FACILITIES MANAGEMENT

SUPPORT TEAM

EXECUTIVE ASSISTANT
Kat Voyles

OPERATIONS/FINANCE
Whisper Rood

IT SYSTEMS
Crystal Ingersoll



STEVE DAVIS

Assistant Director
Director of Student Success

TEAM LEADS

COUNSELING

Jennifer Kennedy + Kirsty Henderson

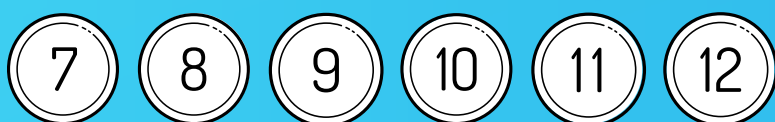
OFFICE

Crystal Ingersoll

STUDENT SUCCESS

Student Success Team

STUDENTS



ANN MEEKS

Assistant Director

TEAM LEADS

ELA

Sara Layton

SOCIAL STUDIES

Abbie Butler

CTE

Nichole Shelton

ELECTIVES

Jen Turcsanski

SUPPORT TEAM

ED TECH COACHES

Ashley Webb + Laura Bishop



LISA BOUCHER

Assistant Director

TEAM LEADS

MATH

Sunee Eardley

SCIENCE

Audrey Loumeau

SPECIAL EDUCATION

Deb Dempsey

SUPPORT TEAM

CLUBS + ACTIVITIES

Kat Voyles + Caitlynn Wilbur



DEB DEMPSEY

Special Programs
Director

TEAM LEADS

SPED/EL CASE MANAGERS

Katie Brewerton

SPED/EL PARAEDUCATORS

Amanda Lyons

SUPPORT TEAM

SOEP IEP COORDINATOR

Vickie Webb

COMPLIANCE

Natalie Webb

EXECUTIVE ASSISTANT

Rae Smith

EL COORDINATOR

Sierra Colby

SPED SECRETARIES

Dana Kindg & Wendy Sorenson

STUDENTS



**STUDENTS
ON AN IEP**



**STUDENTS
LEARNING
ENGLISH**



DR. DELAINA TONKS

Executive Director

ROLE

HIRED BY THE GOVERNING BOARD TO MANAGE THE SCHOOL, OVERSEE DAY-TO-DAY OPERATIONS, AND IMPLEMENT THE VISION, MISSION, GOALS, AND POLICIES SET BY THE BOARD.

REPORTS TO

BOARD OF DIRECTORS

RESPONSIBILITIES

HUMAN RESOURCES
EDUCATION COMMUNITY
LEGAL/POLICIES
MARKETING
FINANCE



STEVE DAVIS

Assistant Director:
Director of Student Success

ROLE

HIRED BY THE EXECUTIVE DIRECTOR TO ASSIST WITH STUDENT ENGAGEMENT, DATA, AND OTHER DUTIES AS ASSIGNED.

REPORTS TO

EXECUTIVE DIRECTOR

RESPONSIBILITIES

DATA/DTT
ASSESSMENT
STUDENT SUCCESS
BEHAVIOR/TRUANCY
CONCURRENT ENROLLMENT
STAFF EVALUATION
STAFF PD



ANN MEEKS

Assistant Director

ROLE

HIRED BY THE EXECUTIVE DIRECTOR TO ASSIST WITH CURRICULUM, INSTRUCTION, TRAINING, AND OTHER DUTIES AS ASSIGNED.

REPORTS TO

EXECUTIVE DIRECTOR

RESPONSIBILITIES

PBIS
SURVEYS
THE COMMONS
PROFESSIONAL LEARNING
FACULTY EVALUATION
CURRICULUM



LISA BOUCHER

Assistant Director

ROLE

HIRED BY THE EXECUTIVE DIRECTOR TO ASSIST WITH CURRICULUM, INSTRUCTION, ACTIVITIES, AND OTHER DUTIES AS ASSIGNED.

REPORTS TO

EXECUTIVE DIRECTOR

RESPONSIBILITIES

A2A
AI ACTION RESEARCH COMMITTEE
CLUBS/ACTIVITIES/SERVICE
SUMMER SCHOOL/CREDIT RECOVERY
PARENT/TEACHER CONFERENCES
FACULTY EVALUATION
CURRICULUM



DEB DEMPSEY

Special Programs
Director

ROLE

HIRED BY THE EXECUTIVE DIRECTOR TO OVERSEE THE SPED AND EL PROGRAMS AND OTHER DUTIES AS ASSIGNED.

REPORTS TO

EXECUTIVE DIRECTOR

RESPONSIBILITIES

SPED COMPLIANCE
EL COMPLIANCE
PARAEDUCATOR PROGRAM
LIASON W/ STATE, UTAH
PARENT CENTER, &
RELATED SERVICES
LEA AT IEP MEETINGS



Pearson Education, Inc
 221 River St
 Hoboken, NJ 07030
 E-mail: pearsoncrce@pearson.com

The fees & terms in this document are valid until expiration date.

Expiration Date 1/21/2026

Customer Details:

Mountain Heights Academy
 Sunee Eardley
sunee.eardley@mhaemail.org

Sales Consultant Details:

Kip Schwartz
 (303) 901-2181
kip.schwartz@pearson.com

Product	ISBN	Quantity	Sales Price	Subtotal	Total Price
MyMathLab for School (HS Digital) -- 1 year	9780132962377	1,000.00	USD 60.00	USD 60,000.00	USD 60,000.00

***All prices in this Document in USD**

Subtotal	USD 60,000.00
Freight Cost	USD 0.00
Grand Total	USD 60,000.00

***Freight cost is an estimate.**

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Mountain Heights Academy

LEADERS IN DIGITAL EDUCATION



Mountain Heights Academy

LEADERS IN DIGITAL EDUCATION

Executive Director's Report

April 2026



Vision: *Mountain Heights Academy is the leader in digital education.*

Mission: *To develop connected and successful learners.*

Values: Updated [Portrait of a Trailblazer](#)

Trailblazers are audacious, curious, and adaptable. We maintain integrity and foster a sense of belonging for every Trailblazer.

- **Audacious.** We take calculated, innovative risks to support our vision of being the leader in digital education.
- **Curious.** We have the time to explore and learn. We are proactive rather than reactive.
- **Adaptable.** There are many ways to solve problems. Trailblazers are adept at figuring things out.
- **Integrity.** Trailblazers consistently do things the right way for the right reason, and they take responsibility for their own learning—a lifelong pursuit.
- **Belonging.** Every student and employee has a place to belong at Mountain Heights, in their grade level, course, and department.

Table of Contents:

1. Student/School Achievement & Activity
2. Faculty/Staff
3. Leadership
4. Data & Reports
5. Lottery
6. Strategic Plan Progress
7. Calendar Items

Student/School Achievement & Activity

Story Con:

We had a great weekend at StoryCon, Utah's largest national writing and storytelling conference for readers and writers of all ages. Students had the chance to hear from iconic authors, including Brandon Sanderson and Soman Chainani, participate in teen-focused writing sessions, attend panel discussions, and connect with other young creators who share their passion for storytelling.

Special congratulations to four of our students (three of whom are English Quest Club members) for placing in several competitions against other Utah teens! Asher W. placed third in the filmmaking contest, Lily P. won second in the "First Chapter" contest for students 13-15, and Reid S. secured third in the "First Chapter" contest for students ages 16-18.





Round One Social Activity Helps us Continue to Develop Connected and Successful Learners:
A synopsis of observations from the activity as compiled by Haley Miller, one of our Student Advisory Board advisors.

A student (Student A) I wasn't expecting attended our activity. I've invited her to multiple events before and she RSVPs yes, but then doesn't show up. She was one of the first to arrive last night!! It's the one-year anniversary of her mom's passing so she talked about that for a minute or two, but she had the biggest smile on her face all night and even did karaoke with me and Whitney B! She also talked faculty member Tyler Redd into playing laser tag!

Another student (Student B) has come to a few SAB activities over the last two years, but she doesn't normally participate much. She was sitting in the VIP room with me just kind of watching everyone else skate and run around and I asked her if she wanted to go try karaoke. She said no, so I told her she was welcome to go in and watch (laugh at) everyone and she got a big smile on her face and immediately stood up to go into the karaoke room. Maybe halfway through the night, I went to check on that room and she was up doing karaoke with Lily P!

Emerie H. is one of our SAB members and she made a bingo board that we passed out to the students that encouraged them to make connections (meet someone with the same birthday month, ask Reid Simmons how tall he is, etc) and there were a handful of students that connected and now they're friends!

Cassidy E and Alba O had never met before last night, but they were skating together the whole night!

It was a very rewarding night and so amazing to see some of these students come out of their shells and make meaningful connections!



Best of State Awards: Mountain Heights Academy was awarded [two Best of State medals](#) this year for Best K-12 Online School and Best Charter School.



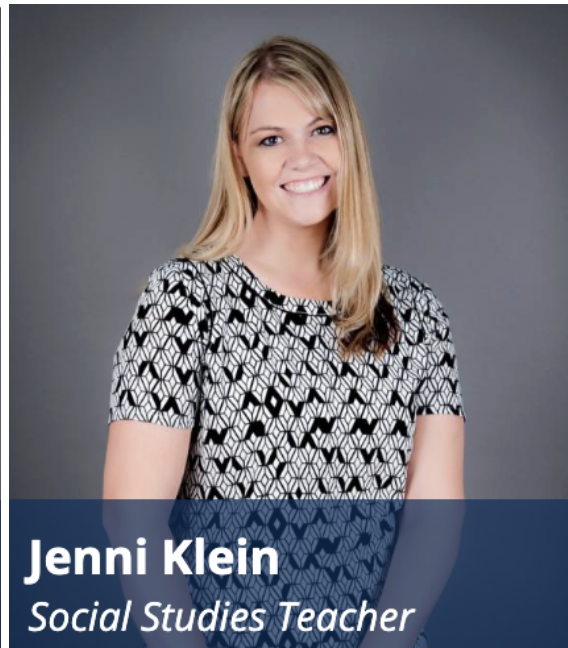
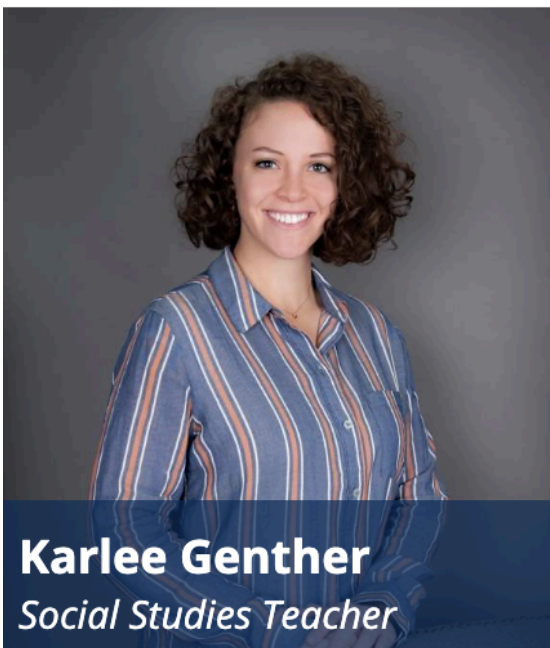
Board of the Year Finalist: Our fantastic Board of Directors was nominated by our staff as one of the UAPCS Boards of the Year. The Mountain Heights Academy Board of Directors is one of two finalists this year.



UTAH ASSOCIATION OF PUBLIC CHARTER SCHOOLS

Faculty/Staff

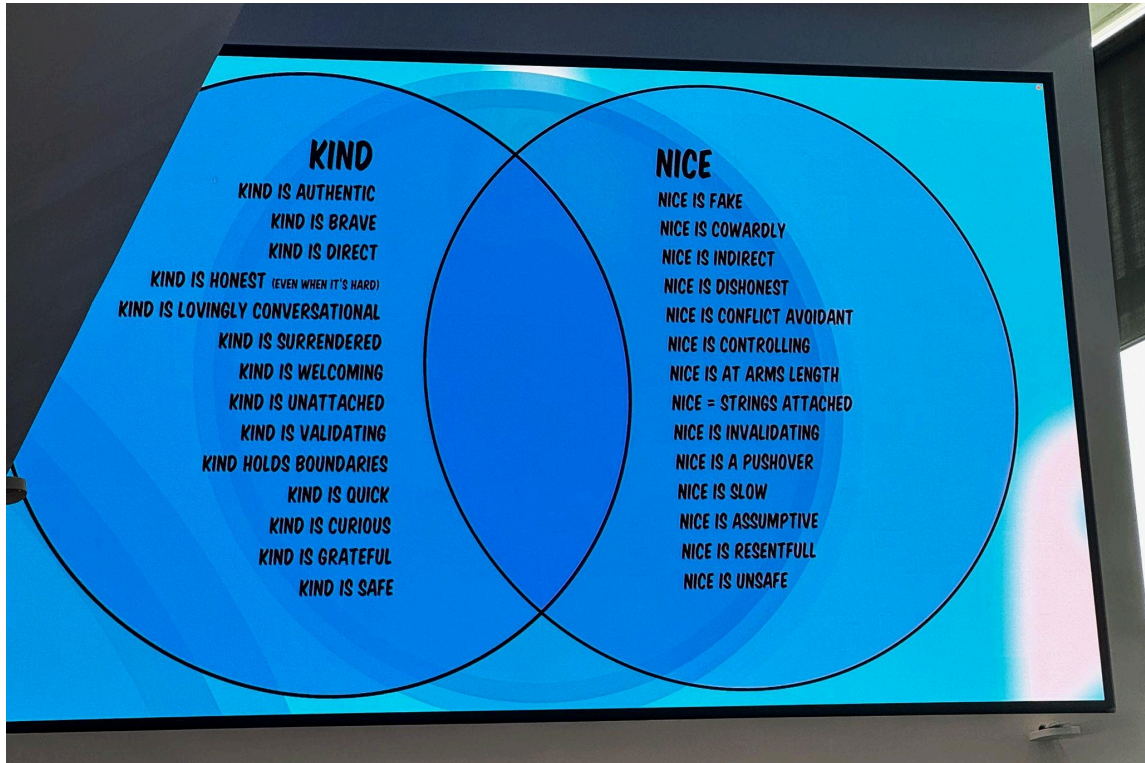
- Jenni Klein and Karlee Genter were accepted into a National History Day Webinar series for next year. They will earn grad credits and PD hours.
- Jenni was also accepted into the Drive to Teach program this summer for Ken Garff in Southern Utah.



- [Employee Wellness Program Report](#)

Leadership

- A couple of the Mountain Heights administrators were invited to attend the One Kind Act a Day Kindness Summit. Top takeaways included a renewed commitment to kindness, a deeper understanding of the difference between “nice” and “kind,” and some excellent new contacts due to solid networking.



- Western Interstate Commission for Higher Education Conference (WICHE) in SLC in April. Dr. Tonks presented on “[From Open Resources to Open Pathways](#),” with our Concurrent Enrollment (CE) Coordinator, Sunee Eardley, and Kevin Simmons, CE Director for UTU.



Sunee Eardley, DeLaina Tonks, Kevin Simmons



DeLaina Tonks, TJ Bliss--Associate Commissioner at USHE (We have worked on a variety of projects over the years--OER, technology, and collaboration.)

Kevin Simmons shared the following data with the OER West/WICHE group:

- Concurrent Enrollment accounts for 70% of the growth at UTU over the past decade and represents 33% of the UTU student body.
- UTU determined that Mountain Heights was the only online school they were interested in partnering with because our model and our teachers provide the students with an equally robust experience as being in a brick and mortar.
- MHA started with 65 students, 219 credits, and two CE courses, but the program has grown to include over 320 students attempting 1068 credits in 14 MHA/UTU CE courses.

Mountain Heights is pleased with our partnership with Utah Tech, the hard work that our Concurrent Enrollment Coordinator, Sunee Eardley, has put into this program to grow and develop it, and the outcomes we are achieving for our students as a result.

Data & Reports

- **UPDATED ITEMS: APD Report**
 - **[Mountain Heights Academy's final Annual Performance Determination \(APD\) report \(updated 4/2025\)](#)**
-
- [2024-25 MAP Data Report](#) (updated 6/2025)
 - [Annual Behavior Report](#) (updated 6/2025)

- [Student Performance Spreadsheet](#) (updated 6/2025)
- [Statewide Online Education Program \(SOEP\) Report](#) (updated 6/2025)
- [Concurrent Enrollment Growth Report](#) (updated 6/2025)
- [End of Year Marketing Report](#) (updated 6/2025)
- [Math Competency Report](#) (updated 06/2025)
- [Summer School Report](#) (updated 8/2025)
- [Intrepid Marketing Analysis](#) (updated 8/2025)
- State Charter School Board 5-year Review SWOT Report and Results (updated 10/2025) (emailed to board w/packet)
- [Marketing Report](#) (updated 10/2025)
- [2025 Graduation Status Report](#) (updated 10/2025)
- DATA REPORT: [Grad Rate \(Longitudinal/Comparative, State Test Scores, ACT Scores\)](#) (updated 10/2025)

Lottery

[Lottery Numbers Tracking](#) (see 2025-2026 tab)

- Our SOEP numbers increased significantly, **from 499 last August to 727, to 1250 in January**, due in part to the addition of Concurrent Enrollment options available through SOEP now and a targeted marketing campaign. We have 127 SOEP students taking CE courses. Our brand and reputation with Utah Tech and our families continue to be stellar.
- After a thorough review of student performance data in 2023-2024, we determined that accepting students at Q2 and Q4 was not working well for students, faculty, or staff. Beginning in 2024-2025, we will accept 7-12 grade students for Q1 and 7-10 grade students for Q3.

2025-2026 Enrollment Status

Date 2025-2026	Total enrolled	New, Enrollment Completed	In queue	SOEP	Total Number of FT & PT Students
June 11, 2025	738	105 (new) +633 (returning)	97	116	951

August 27, 2025	916	358 (new) +603 (returning)	0	727	1643
October 24, 2025	888	310 (new) +578 (returning)	48	720	1608
December 10, 2025	910		50	849	1759
January 21, 2026	1009	456 (new) + 553 (returning)	16	1256	2265
April 10, 2026	1004	451 (new) +553 (returning)	0	1256	2260

2026-2027 Enrollment Status

Date 2026-2027	Total enrolled	New, Enrollment Completed	In queue	SOEP	Total Number of FT & PT Students
April 10, 2026	743	118 (new) +625 (returning)	0	116	727

Strategic Plan Progress

Strategic Plan 2025-2030: [LINK](#)

2025–2030 Schoolwide Goals & Indicators

Purpose:

These goals guide the board’s oversight of school performance and the Executive Director’s evaluation. Together, they reflect academic excellence, strong partnerships, and meaningful impact beyond the classroom. [Annual goal tracker.](#)

GOAL 1: Improve Student Success

Students perform at grade level, demonstrate proficiency, and are prepared for post-secondary life.

Key Indicators

- ≥ **40% of students** demonstrate adequate MAP Growth (40–50 CGP)
- ≥ **80% schoolwide course completion rate**

- ≥ **85% graduation or GED completion**
- ≥ **95% of students** complete annual College & Career Readiness (CCR) meetings
- ≥ **80% of students** report post-secondary preparedness
- Schoolwide proficiency **exceeds most comparable statewide online LEAs**
- Regular data analysis, reporting, and plan adjustment

GOAL 2: Family & Community Engagement

Families and communities are meaningfully engaged in student learning and support.

Key Indicators

- ≥ **75% of parents** review Student Academic Portfolios (SAP)
- Student Academic Portfolio system fully implemented with SOPs
- ≥ **1 annual professional learning opportunity** for staff on family engagement
- ≥ **2 quarterly family engagement opportunities**
- ≥ **3 student groups and mental health supports**
- Clear communication of Tier 1 / 2 / 3 instructional supports
- ≥ **2 parent-identified partnerships or internships**
- Progress toward parent resource and tutorial library

GOAL 3: Increase Individual, Community & Societal Impact

The school positively impacts students, communities, and society through service, kindness, and leadership.

Key Indicators

- ≥ **75% of students** participate in service learning
- All milestones met for the **Lt. Governor's 4-Year Service Learning Pilot**
- ≥ **2 active community service partnerships**
- Service learning lessons & reflections embedded in coursework and CCR
- Maintain **One Kind Act a Day – Certified Kindness School** status
- Annual schoolwide activities include kindness elements
- Local and state leadership, including **mentoring aspiring leaders**
- **National and global leadership**, including conference presentations
- Dissemination of practices and models beyond the school

Calendar Items

- End of Year Celebration at Boondocks: May 14th 6:00-10:00 pm

- Awards Night: May 28th at the Viridian Event Center 6:30-8:00 pm
- Graduation: May 29th at the Capitol Theatre 1:00-2:00 pm
- Best of State Gala: June 2nd, typically at the Salt Palace, but location is still TBD

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MOUNTAIN HEIGHTS ACADEMY BOARD OF TRUSTEES MEETING



EXECUTIVE SUMMARY

DIRECTORS REPORT

See board meeting documentation folder for the most up to date report.

Action: *No action needed*

PARAEDUCATOR COORDINATOR/INSTRUCTIONAL COACH AGREEMENT AND COMPENSATION

This item will be discussed in closed session. **Action:** *Board Vote*

TEACHER STUDENT SUCCESS ACT (TSSA) PLAN

The Teacher and Student Success Act (TSSA), established by SB 149 (2019), requires the board to adopt a Student Success Framework and annually review and approve a Teacher and Student Success Plan. The plan outlines how funds will be allocated to support student achievement and teacher effectiveness, with periodic amendments made as needed to better align spending with identified priorities, ensure effective use of funds, and address evolving school needs. **Action:** *Board Vote*

HELPSIDE PROFESSIONAL EMPLOYER AGREEMENT: A new Professional Employer Agreement between the school and Helpside is being presented for board approval. Under the Utah Procurement Code, contract terms are generally limited to five years, with limited exceptions. Helpside provides a comprehensive suite of services, including payroll administration, 401(k) benefits, FMLA administration, unemployment support, and workers' compensation coverage. Helpside has consistently delivered high-quality, comprehensive services at competitive rates. The terms of the new agreement are consistent with the expiring agreement. It is recommended that the Board approve the Professional Employer Agreement with Helpside and authorize the Board President to execute the agreement on behalf of the school. **Action:** *Board Vote, authorize board chair to sign*

TRAVEL POLICY: A proposed amendment to the Travel Policy adds a mileage reimbursement provision for Student Success Team home visits. Team members will be reimbursed at the IRS standard mileage rate each way from their point of origin (home on work-from-home days, the MHA office on in-office days), with request forms submitted monthly. All other provisions of the policy remain unchanged. It is recommended that the Board approve the amended Travel Policy. **Action:** *Board Vote*

POLICY COMMITTEE: With a recent board member departure, the Policy Committee has an open seat that needs to be filled. It is recommended that the Board appoint another member to the Policy Committee. **Action:** *Board Vote*

GENIUS SIS Standard Agreement 2023-2026 + Two-Year Extension: Genius SIS provides student information system services for Mountain Heights Academy. It integrates with Open LMS, our learning management system, and provides student information in a

digestible format on a dashboard showing progress, time, and grades. We are extending the initial 2023 agreement for two years, until 2028, at which time we will begin the RFP process. (Update Standard Agreement when it comes). **Action: Board Vote**

TUITION REIMBURSEMENT: Mary Mecham, one of our math teachers, is requesting reimbursement for \$2700 for three classes she is taking to complete her Master's of Ed Tech. Julie Crisp, another of our math teachers, is requesting \$816.75 for a School Law class as she completes her M.Ed. The Executive Director has provisionally approved these requests, pending board approval. **Action: Board Vote**

MHA ORGANIZATION CHART 2026-2027: I'm thrilled to announce Lisa Boucher as our newest Assistant Director. Ms. Boucher has been involved with MHA first as a parent, then as an ELA teacher, Department Team Lead, and Teacher on Special Assignment (TOSA). She is well-prepared to step into this administrative role, particularly given the enrollment growth we are experiencing. Please see the attached organization chart for each administrator's updated roles and responsibilities for the 2026-2027 school year. **Action: Board Vote**

REPLACEMENT TEACHER DESKTOP DEVICES: We purchased teacher devices four to five years ago, and they are due to be upgraded. I propose that we purchase 130 teacher devices for deployment this August. The total cost will be \$125,838.70. **Action: Board Vote**

UPDATED/UPGRADED STUDENT LAPTOPS: Students taking our game design course (roughly 60-75 students per year) struggle with the gaming tech on our student Chromebooks. Our IT Coordinator recommended purchasing updated devices strictly for the students enrolled in that course for the year. The total cost will be \$103,380.00. **Action: Board Vote**

Executive Summary: Math Support Tools--Thinkverse and MyMathLab. Both of these programs include evidence-based instructional strategies to improve student understanding and performance in math. We propose including these in the math courses for the 2026-2027 school year. The total cost for Thinkverse is \$30,000 and the total cost for MyMathLab is \$60,000.

Addendum

This Addendum applies to the existing agreement entered on July 1, 2023 between Genius SIS, LLC and Open High School of Utah.

Effective as of the date of this Addendum, all references to “Open High School of Utah” in the agreement shall be replaced with “Mountain Heights Academy”.

By this Addendum, the existing Agreement dated July 1, 2023 is extended until July 1, 2028.

Effective July 1, 2026, all fees in Exhibit A are replaced by the pricing set forth in the below table:

	2026-2027	2027-2028
Course Enrollment Fee	\$ 2.37	\$ 2.44
Active Student Fee	\$ 26.52	\$ 27.32
Hosting Fee (per month)	\$ 546.00	\$ 562.00
Professional Services (per hour)	\$ 206.00	\$ 212.00
Genius Monitor Fee (per year)	\$ 14,036.00	\$ 14,457.00
SMS Text Messaging Fee	\$ 2,228.00	\$ 2,295.00
Additional SMS Fee	\$ 0.085	\$ 0.088

All other terms in the original agreement remain unchanged until time of termination.

Genius SIS, LLC

**Mountain Heights Academy
(formerly known as Open High School of Utah)**

Signature

Signature

Matthew Schnittman
Printed Name

Printed Name

CEO
Title

Title

Date

Date

Addendum

This Addendum applies to the existing agreement entered on July 1, 2023 between Genius SIS, LLC and Open High School of Utah.

Effective as of the date of this Addendum, all references to “Open High School of Utah” in the agreement shall be replaced with “Mountain Heights Academy”.

By this Addendum, the existing Agreement dated July 1, 2023 is extended until July 1, 2028.

In addition, all fees listed in Exhibit A will increase by 3% each year, beginning July 1, 2026.

All other terms in the original agreement remain unchanged until time of termination.

Genius SIS, LLC

**Mountain Heights Academy
(formerly known as Open High School of Utah)**

Signature

Signature

Matthew Schnittman
Printed Name

Printed Name

CEO

Title

Title

Date

Date

Mountain Heights Academy

Travel Policy

Adopted: April 19, 2013

Amended: June 14, 2019

Amended: December 17, 2021

Policy

MILEAGE REIMBURSEMENT

If a school employee is required to attend a meeting or a conference, the school will pay an amount equal to the IRS standard mileage rate in effect at the time for each mile driven after the first fifty (50) miles each way, as long as requisite mileage request forms are submitted within thirty (30) days of the meeting.

If a member of the Student Success Team is required to do a home visit, the school will pay a per mile rate per the IRS rates each way, as calculated from the point of origin (home for staff on work-from-home days, and the MHA office on in-office days). The requisite mileage request forms should be submitted monthly on the last day of the month during which the visit(s) occurred.

MEAL PER DIEM

If a school employee is required to attend an activity, the school will pay a per diem (outlined below) if the activity location is more than 100 miles from the employee's "home base". The meal per diem is determined by the time of day the traveler leaves "home base" (the location the employee leaves from and/or returns to), the days at the location, and the time of day he/she returns to "home base" - tips and tax on meals are included in the per diem amount.

The 24-hour period is divided into four quarters (Breakfast = B, Lunch= L, Dinner = D).

The Day Travel Begins:

- 1st Quarter – Leave between 12:01 am and 6:00am (B, L, D)
- 2nd Quarter – Leave between 06:01 am and 12:00 noon (L, D)
- 3rd Quarter – Leave between 12:01 pm and 6:00 pm (D)
- 4th Quarter – Leave between 06:01 pm and 12:00 midnight (NO MEALS)

The Day Travel Ends:

- 1st Quarter – Return between 12:01 am and 06:00 am (NO MEALS)

- 2nd Quarter – Return between 06:01 am and 12:00 noon (B)
- 3rd Quarter – Return between 12:01 pm and 07:00 pm (B, L)
- 4th Quarter – Return between 07:01 pm and 12:00 midnight (B, L, D)

The school will pay per diem amounts equal to the rates published at the time of travel for the location by the General Services Administration, the Department of Defense, or the State Department, as applicable.

For conference travel, each employee will purchase his or her own meals. Per diem amounts only apply to meals not provided by the conference, whether the employee chooses to eat them or not. Per diem rates will be deposited into an employee's account along with their regularly scheduled paycheck immediately prior to the date of travel.

MEAL ALLOWANCE FOR NON-OVERNIGHT TRIPS

If the destination is at least 100 miles from "home base" the traveler may receive payment for meals as follows:

- Breakfast: Traveler leaves "home base" before 6:01 am
- Lunch: When the trip meets one of the following:
 - Trip warrants entitlement to breakfast and dinner
 - Traveler leaves "home base" before 10:00 am and returns after 2:00 pm
 - The Director provides *prior written* approval
- Dinner: Traveler leaves "home base" before 2:00 pm and returns after 7:00 pm

AIR TRAVEL

If an employee is asked to attend a meeting or conference that is more than 250 miles away, the school will permit air travel as long as it is requested and approved thirty (30) days in advance of the travel dates in order to keep costs down. The school will book employees' flights directly. However, flights may be booked by the employee, and the school will reimburse the cost if the employee obtains (30) day advance written approval from the Director and submits authorizing documentation along with the request for reimbursement within thirty (30) days of travel.

RENTAL CAR

In the event that a rental car is needed, it must be requested at least (30) days in advance and must be approved in writing by the Director. If an administrator is traveling with the group, the highest-ranking administrator will book the car and do the driving since the car can't be rented under the name of a corporation. The highest level of insurance will also be purchased. Please

use <https://www.allianztravelinsurance.com/travel/rental-cars> to purchase the insurance on the rental.

OVERNIGHT REIMBURSEMENT

No overnight reimbursement will be compensated except in the event of conferences employees are asked to attend to represent Mountain Heights Academy, which are more than one day in duration, and which are more than 100 miles away. Director approval must be obtained thirty (30) days in advance and the school will book the hotel.

Helpside PEO Client Service Agreement

This Client Service Agreement is made as of the Effective Date set forth below by and between Helpside, LLC, located at 395 West 600 North, Lindon, Utah 84042 (hereinafter "Helpside" or "PEO") and _____, located at _____ (hereinafter "Client"). Helpside and Client are sometimes referred to collectively as the "Parties," and individually as a "Party." Terms and Conditions (Exhibit "A"), the Rate Sheet (Exhibit "B"), and State Addenda (Exhibit "C") accompanying this Client Service Agreement, along with any other addenda, exhibits and/or schedules, are incorporated by reference as if fully set forth herein and are referenced herein collectively as "this Agreement."

1. **Effective Date and Service Commencement Date.** This Agreement will be effective as of the date signed by both Parties ("Effective Date"). The term of the Agreement will commence on the Effective Date and will continue until terminated by either Party pursuant to the Terms and Conditions, set forth in Exhibit "A" ("Term"). The services described herein will commence on _____. For avoidance of confusion, Helpside's obligation to provide services with respect to any Covered Employee (as defined below) under this Agreement does not commence until the requirements for a Client's employee to be deemed a Covered Employee, as set forth in Paragraph 2, have been satisfied.
2. **Obligations of Helpside.** Helpside's obligations under this Agreement with respect to Client's employees for whom Helpside has timely received and accepted all onboarding documents required by Helpside, including, without limitation, the Worksite Employee Acknowledgement and W-4, in addition to initial payment according to the appropriate rate set forth in the Rate Sheet (Exhibit "B") of this Agreement (hereinafter "Covered Employee") are as follows:
 - 2.1. **Payroll Administration.** Helpside will process payroll payments for Covered Employees in accordance with applicable law, conditioned upon Client timely and accurately supplying all data and funds necessary for Helpside to perform its payroll processing services.
 - 2.2. **Payroll Taxes and Unemployment Insurance.** To the extent required by law, Helpside will withhold, report, and remit federal, state, and local payroll taxes, including, without limitation, unemployment insurance contributions, for Covered Employees. To the extent requested by Client, Helpside will administer unemployment insurance filings and claims, including opposing unemployment claims when appropriate.
 - 2.3. **Employee Benefits.** As agreed to between Helpside and Client, Helpside will offer certain employee benefits to eligible Covered Employees and their eligible dependents through Helpside-sponsored plans ("Helpside Benefit Plans") and administer such Helpside Benefit Plans in compliance with applicable law and the terms and provisions of the applicable plan documents. The applicable plan documents will control eligibility for benefits and the extent of benefits provided under the Helpside Benefit Plans.
 - 2.4. **Workers' Compensation Insurance.** Unless the Parties have otherwise agreed in writing, as evidenced by execution of an Addendum to this Agreement, Helpside will provide workers' compensation insurance coverage for the Covered Employees and, to the extent agreed to by the Parties, administer claims under such coverage in compliance with applicable law. Client workers who are not timely reported to Helpside pursuant to the terms of Paragraphs 3.1 below, and 5.2 of the Terms & Conditions (Exhibit "A"), and in compliance with Helpside's new-hire onboarding requirements are not Covered Employees and will not be covered by workers' compensation insurance provided through Helpside for any period during which they are not a Covered Employee.
 - 2.5. **Human Resources Consulting Services.** Helpside will provide human resources consulting services as detailed in Paragraph 4.5 of the Terms & Conditions (Exhibit "A").
3. **Obligations of Client.** Client's obligations under this Agreement include the following:
 - 3.1. **Onboarding Process.** Client will comply with Helpside directives regarding the requirements to onboard Covered Employees, including, but not limited to, the requirements set forth in the Terms & Condition. Client will ensure all newly hired employees complete electronic onboarding before the newly hired employee begins work for the Client, except as otherwise required by applicable laws.
 - 3.2. **Payroll Data.** Client will timely and accurately provide all data necessary for Helpside to process payroll for the Covered Employees, including, but not limited to, hours worked, rates of pay, payments owed, and exempt/non-exempt status under applicable wage and hour laws ("Payroll Data"). Payroll Data must be provided to Helpside no later than 9:00 AM Mountain Time two (2) business days before the payroll pay date ("Payroll Deadline"). Payroll Data provided after the Payroll Deadline that the Client would like processed on the regularly scheduled pay date results in a "Late Payroll," meaning Helpside has less time to process payroll and a "Late Payroll" fee will apply, as outlined in the Rate Sheet, attached as Exhibit "B." To ensure accurate calculation of fees and proper withholding, reporting, and remitting of taxes, Client agrees not to pay any wages, salaries, bonuses, or other amounts directly to Covered Employees (outside of Helpside's platform) without obtaining Helpside's prior written consent to do so. Client will immediately forward to Helpside any order or notice of garnishment, involuntary deduction, IRS lien or other legal process received by Client affecting wages paid to Covered Employees and, if requested by Helpside, Client will sign documents necessary to authorize Helpside to act on Client's behalf in responding to such legal process. Client will timely report to Helpside any changes in its workforce, such as employees hired or terminated, and any changes in salary or hourly wages, or other compensation. If Client abandons Helpside's services by reporting a payroll cycle of \$0, pays Covered Employees in violation of the conditions set forth in this Paragraph 3.2, or fails to timely report Client's payroll information for a payroll cycle, it will be deemed a material breach

of the Agreement, and the Agreement may be terminated immediately, as set forth in Paragraph 11.2.1 of the Terms & Conditions.

- 3.3. Notice of Covered Employee Termination and Wage Changes. Client shall provide Helpside with timely advance notice (through Helpside Admin Tools) when it terminates the employment of a Covered Employee. At a minimum, Client will provide Helpside with sufficient notice for Helpside to timely issue the final paycheck to a terminated Covered Employee. Additionally, Client shall provide Helpside sufficient notice of a wage change for any Covered Employee to enable Helpside to properly comply with any applicable wage payment requirements.
- 3.4. All Obligations Not Expressly Included. Client understands, acknowledges, and agrees that Client is solely responsible and liable for any and all obligations, duties, and responsibilities that are not expressly delegated to Helpside under this Agreement.

4. **Fees.**

- 4.1. Administrative Fees. Client will pay Helpside’s administrative fees and charges as detailed in Section 7 of the Terms & Conditions (Exhibit “A”), according to the rates set forth in the Rate Sheet (Exhibit “B”).
- 4.2. Timing and Collection of Amounts Owed. As detailed in the Terms & Conditions, prior to the time that one or more Covered Employees is required to be paid, Client shall pay an amount equal to Gross Payroll (as defined in the Terms & Conditions) plus all other fees and charges associated with that payroll, including, but not limited to: Helpside’s administrative fees (as referenced above in Paragraph 4.1); all gross wages; federal, state, and local taxes and related charges (including, but not limited to, FICA, FUTA, and SUTA); and any other applicable fees and charges attributable to Covered Employees, as invoiced by Helpside. Except as otherwise provided in the applicable Rate Sheet, Helpside may adjust any rates, fees, or charges at any time with thirty 30 days’ advance notice, or without any advance notice in the event of immediate or retroactive changes in payroll tax or insurance rates, changes in insurance requirements or costs, or changes in workers’ compensation insurance codes.
- 4.3. Other Fees. There may be additional fees or charges for services requested by Client if such requested services are not specifically identified in this Agreement, such as for services pertaining to background searches, substance screening fees, applicant tracking system access, learning management system access, and other miscellaneous services.

THROUGH THE SIGNATURES OF THEIR AUTHORIZED REPRESENTATIVES BELOW, AND IN EXCHANGE FOR MUTUAL AND VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

Helpside: BY: _____ NAME: _____ TITLE: _____ DATE: _____	Client: BY: _____ NAME: _____ TITLE: _____ DATE: _____
Address for Notices (Par. 14.6 of the Terms & Conditions (Exhibit “A”))	
Helpside: Street Address: City, State, Zip: Attn: Email:	Client: Street Address: City, State, Zip: Attn: Email:

EXHIBIT "A"
TERMS AND CONDITIONS

The following terms and conditions apply to this Agreement.

1. **Term.**

The term of this Agreement will commence on the Effective Date and continue for one (1) year ("Initial Term"). Upon completion of the Initial Term, this Agreement will renew and continue for successive one (1) year terms ("Successive Term"), unless and until a written notice of non-renewal is issued by a Party no later than thirty (30) days prior to the completion of the Initial or Successive Term. Initial and Successive Terms will be referenced herein collectively as the "Term." During the Term, this Agreement may also be terminated in accordance with Section 11 of this Agreement.

2. **Scope of Agreement.**

- 2.1. Helpside's services shall not apply to Client employees living and/or working outside of the United States, and such employees shall not be Covered Employees.
- 2.2. Helpside has no responsibility for Client employees who are not Covered Employees, or any other worker, laborer contractor, or subcontractor providing services to Client. In the event Helpside has more than one workers' compensation insurance policy, the coverage provided by such policy or policies is strictly limited to the employees specified in the insurance policy documents. Client will secure and maintain workers' compensation insurance for all Client's workers, if any, who are not Covered Employees under this Agreement.
- 2.3. **Insurance.** Client acknowledges that Helpside is not an insurance carrier and that as such Helpside may not be subject to certain laws and regulations governing insurance or the sale of insurance.

3. **Reservations of Rights.**

This Agreement may reserve certain rights to Helpside for the purpose of Helpside delivering PEO services in compliance with applicable PEO licensing, registration, certification, and other laws authorizing the delivery of PEO services. The reservation of rights in this Agreement is not an admission that Helpside either has exercised, or will exercise, such rights. It is the intent of the parties that no inference of liability arises from the reservation of rights, other than the liabilities arising from the express terms of this Agreement. Furthermore, notwithstanding any reservation of rights sets forth in this Agreement, Client remains solely responsible for the day-to-day supervision of Covered Employees and for the selection of qualified workers for employment.

4. **Obligations of Helpside.** Helpside's obligations are as follows with respect to the Covered Employees:

- 4.1. **Payroll Administration.** If applicable, Client will allocate employee hours worked to any federal or other contracts requiring specific payroll treatment and will provide Helpside the relevant and required Wage Determination and Fringe Benefits information.
- 4.2. **Payroll Taxes and Unemployment Insurance.** In those states or other jurisdictions in which Helpside may or must use Client's employer account for purposes of reporting and remitting unemployment insurance contributions or any other payroll taxes, Client authorizes Helpside to do so and agrees to cooperate with Helpside in the use of Client's account. Client will provide all required and requested forms, signatures, powers of attorney, reports, documents, credentials, and historical data.
- 4.3. **Employee Benefits.** Client will cooperate with Helpside in all matters necessary for Helpside to properly administer the Helpside Benefit Plans, including, without limitation, executing all necessary agreements or other documents. Helpside's obligations with respect to employee benefits will not extend beyond the scope of the Helpside Benefit Plans.
- 4.4. **Workers' Compensation Insurance.** Client will cooperate with Helpside to provide any required notices to state agencies and/or Covered Employees in connection with the provision of workers' compensation insurance to Covered Employees.
- 4.5. **Human Resource Consulting.** To the extent requested by Client, Helpside may provide Human Resource consulting services to designated management employees of Client either directly or through the use of third-party consultants or vendors, including providing consulting services with respect to an Employee Handbook and other personnel policies and procedures (additional fees may apply). Client shall be solely responsible to handle, investigate, and resolve any issue raised by a Covered Employee pertaining to harassment, discrimination, retaliation, leave entitlements, or other employment-related issue. To the extent requested by Client, Helpside may provide best practices information and assistance to Client; however, Client retains sole responsibility for complying with applicable Employment Laws (defined below). Client expressly understands and agrees that in providing Human Resource consulting services, Helpside is not providing legal advice, and Helpside is not providing such services as a joint employer. Regardless of whether Client uses Helpside's Human Resource consulting services, Client is ultimately responsible for all personnel decisions, and Client is responsible to consult with legal counsel as needed regarding Human Resource or employment-related issues.

- 4.6. Use of Affiliates and Other Sources of Revenue. Client understands, acknowledges and agrees that (i) some of the products and/or services provided pursuant to this Agreement may be provided by third parties that are affiliated with or otherwise related in some way to Helpside ("Affiliates") and therefore some of the fees or charges paid by Client may include amounts payable to Affiliates; and (ii) to the extent consistent with applicable law, Helpside and/or Affiliates may receive commissions, referral fees or other sources of revenue with respect to the products and/or services provided pursuant to this Agreement.
5. Obligations of Client. Client's obligations under this Agreement include the following:
- 5.1. Implementation. Client and Helpside will agree upon an implementation schedule shortly after the execution of this Agreement. Client is responsible for providing documents, making decisions, and securing the cooperation of its employees, as needed to complete implementation according to the agreed-upon schedule. Helpside will invoice Client for of the implementation fee immediately upon execution of this Agreement. If, in the sole discretion of Helpside, Client has caused significant delay to the implementation schedule, Helpside reserves the right to begin charging an administrative fee as set forth in the Rate Sheet.
- 5.2. Covered Employee Onboarding. Client is solely responsible for onboarding new Covered Employees by using Helpside's electronic onboarding workflow, or by submitting completed, accurate, new hire paperwork, including without limitation any benefits enrollment forms or packages, for each new employee before a newly hired employee first performs any work for Client. As indicated below in paragraph 5.5, Client is also solely responsible for completing the I-9 verification process for each newly hired employee, and Client understands and agrees that Helpside is unable to process payroll for any newly hired employee for whom Client has not completed all required I-9 processes and procedures.
- 5.3. Covered Employee Termination and Wage Changes. Client is solely responsible for any late payment penalties resulting from Client providing Helpside with inadequate advance notice of termination or wage change. Client authorizes Helpside to add such penalties to the final payment and invoice Client for same and/or to make deductions from Client's accounts as set forth in this Agreement.
- 5.4. Change in Circumstances. Client shall notify Helpside of the principal location of the workplace of each Covered Employee and each location where such Covered Employee performs services for Client, and of any changes in such locations, including Covered Employees who transition to a remote work arrangement, or who are hired to work remotely. Client must provide prior written notice to Helpside of any new lines of business, new locations, and new class codes, and Helpside reserves the right to approve or deny any such new business or class codes. Failure to provide such notice is a material breach of this Agreement.
- 5.5. Immigration. Client is solely responsible for all I-9 and E-Verify processes and procedures. Client will ensure that an I-9 is timely and properly completed for all new hires; retain I-9 documents for the period required by law; and update I-9s when required by law. To the extent requested by Client, Helpside may provide information to Client regarding the proper procedures for completion of the I-9 or E-Verify procedures; however, Client retains sole responsibility for complying with all Form I-9 and E-Verify legal requirements. Any obligation placed upon an employer by applicable law or by Client's decision to verify the eligibility of an individual for employment through the E-Verify program or any successor program or to in any manner utilize the E-Verify system, to the extent allowed by law, is retained solely and exclusively by Client. Any fines or other penalties resulting from Client failing to follow proper I-9 or E-Verify procedures and processes will be solely Client's responsibility. Client will not engage in any discriminatory or other unlawful acts with respect to the I-9, E-Verify process, or immigration status.
- 5.6. Payroll. Client shall be solely responsible for the verification of payroll information, including but not limited to verifying that child labor laws have been complied with, and for providing applicable meal periods, rest breaks, and other breaks, as required under applicable law, and for ensuring that wages, minimum wage, overtime, prevailing wage rate, piece rate, commissions, and bonuses have been correctly calculated. In the event of a public utility or data processing/storage service outage that prevents Helpside from performing its payroll processing services using complete and accurate data, Helpside reserves the right to elect to pay estimated wages until such time as complete and accurate data is available to allow reconciliation and Client funding of outstanding wages. Although Helpside may, at Client's request, consult with Client regarding minimum and overtime wages and exempt status requirements, Client is solely responsible for determining and maintaining the exempt status of Covered Employees and Client agrees that Client alone possesses sufficient information to make such decisions. Client is solely responsible for any prevailing or municipal minimum wage compliance requirements. Client shall be solely responsible for all non-compliance penalties and liabilities resulting from Client's failure to timely forward legal process or other necessary payroll data to Helpside or to sign required authorization documents.
- 5.7. Business Operations. Client will oversee all aspects of the operation of Client's business, including, but not limited to the production and delivery of services and products, product design, accounting, cash control, and loss/breakage/theft prevention. Helpside is not responsible for the acts, errors, or omissions of Client or and Covered Employee, or any crimes, torts, misconduct, or wrongdoing of Covered Employees because they are not under Helpside's direction, supervision, and control. Client is solely responsible for recruiting and selecting competent workers for Client to conduct its business safely and lawfully. To the extent required by applicable law, Client is solely responsible for providing tools and equipment necessary for Covered Employees to perform their job duties and reimbursing Covered Employees for all recoverable expenses incurred in the course of their employment. Client shall supervise, direct, and control Covered Employees to the extent necessary for Client to conduct its business safely and lawfully. Client is solely responsible for compliance with

wage and hour laws governing scheduling, such as holidays, reporting time, on call time, stand by time, make up time, shift spacing, meal periods, breaks, rest periods, days of rest, fluctuating workweeks, flexible scheduling arrangements, scheduling notifications, and all other matters related to hours scheduled and worked. Client acknowledges that such matters are not within Helpside's control and Client agrees to timely pay any penalties, premiums, or other amounts owed related to these issues. Covered Employees in supervisory positions shall have no responsibility for employees other than the Covered Employees.

- 5.8. Business and Occupational Legal Compliance. Client will comply with all laws governing Client's business, including but not limited to laws pertaining to required filings, licensing, taxes, fidelity bonding, insurance, facilities/building codes and regulations, and environmental compliance. If any Covered Employee is required to be licensed, registered, or certified under any federal, state, or municipal law or regulation, or to act under the supervision of such a licensed, registered or certified person or entity in performing the employee's services, then any such person(s) will be deemed an employee of Client for such licensure purposes. Client will be solely responsible for verifying licensure and/or providing the required supervision.
- 5.9. Client Employee Benefit Plans. If Client has requested that Helpside offer Helpside Benefit Plans to Covered Employees, and Helpside has agreed to do so, Client will not provide employee benefits to Covered Employees or their dependents ("Client Plans") in addition to or in lieu of the benefits available under the Helpside Benefit Plans without the express written consent of Helpside. To the extent employee benefits are provided to Covered Employees or their dependents under a Client Plan, Client will: (i) ensure that the Client Plan is administered in compliance with applicable law and the terms and provisions of the applicable plan documents; and (ii) retain sole responsibility and liability for the Client Plan. Client understands, acknowledges and agrees that: (a) Helpside is not a plan sponsor, plan administrator or fiduciary with respect to any Client Plan; (b) Helpside shall have no other role, responsibility or liability with respect to any Client Plan, including, without limitation, that of a third-party administrator; and (c) to the extent that Helpside provides any administrative or other services with respect to a Client Plan, (1) all such services are taken on behalf of Client and at Client's specific direction, (2) Helpside shall have no discretion with respect to such services, (3) Helpside shall not take on any fiduciary or other obligations as result of such services under the Employee Retirement Income Security Act of 1974, as amended (ERISA), or any other law and (4) Client shall remain solely responsible and liable for such services and any underlying Client obligations.
- 5.10. Cooperation with Helpside. Client will respond in a timely and accurate fashion to requests from Helpside for records and data necessary for Helpside to perform its services. Upon receipt Client will immediately (and no later than one (1) business day after receipt) send Helpside copies of demands, notices, claims, summons and other legal papers related to the Covered Employees. Client will cooperate with Helpside in the investigation, remediation, settlement, and defense of legal claims related to the Covered Employees.
- 5.11. Legal Compliance. Client will comply with federal, state, and local laws governing its business, including labor and employment laws. Although Helpside may consult with Client regarding labor and employment related compliance matters, Client is responsible for conducting its business and decision-making in a way that complies with all federal, state, and local labor, employment, wage theft and other wage payment laws, and employee benefit laws, including, without limitation, the Civil Rights Acts of 1866, 1964 (including Title VII), and 1991; the Age Discrimination in Employment Act; the Americans with Disabilities Act (ADA); the Family and Medical Leave Act (FMLA); the Fair Labor Standards Act (FLSA) the Worker Adjustment and Retraining Notification Act (WARN); the National Labor Relations Act (NLRA); the Equal Pay Act; the Pregnancy Workers Fairness Act; the Fair Labor Standards Act, including amendments thereto under the Providing Urgent Maternal Protections for Nursing Mothers Act; the Vietnam Era Veteran's Readjustment Assistance Act; Executive Order 11246; the Rehabilitation Act of 1973; the Fair Credit Reporting Act (FCRA); the Employee Polygraph Protection Act; the Immigration Reform and Control Act (IRCA); the Older Workers Benefits Protection Act (OWBPA); the Occupational Safety and Health Act (OSHA); the Uniformed Services Employment and Reemployment Rights Act (USERRA); the Genetic Information Non-Discrimination Act (GINA); the Coronavirus Aid, Relief and Economic Security Act (CARES Act), the Taxpayer Certainty and Disaster Tax Relief Act of 2020, the Consolidated Appropriations Act, 2021, and the American Rescue Plan Act of 2021, and related regulations and guidance, and all other local, state and federal laws governing the employment relationship, including but not limited to, such laws governing discrimination in the workplace (collectively, "Employment Laws").
- 5.12. Employment Contracts. Helpside is not bound by any employment contract between Client and a Covered Employee. However, Helpside will comport with Client's instructions in the course of providing services with respect to a Covered Employee covered by an employment contract with Client, so long as such instructions are lawful, fully disclosed to Helpside, and consistent with all other terms of this Agreement. Client is solely responsible for compliance with and the legal interpretation of any employment contract.
- 5.13. Background Checks and Other Responsibilities. Helpside does not assume any responsibility for, and makes no assurances, warranties, or guarantees as to, the ability or competence of any Covered Employee. This Agreement in no way alters any responsibilities of Client to perform any and all work history, reference checks and background checks on Covered Employees (including driving and accident record history and the maintenance of a valid license to drive Client's vehicles). Additionally, Client assumes full and complete responsibility for the consequences of performing or failing to perform, initially and on an on-going basis such checks. Helpside shall have no responsibility regarding these matters.
- 5.14. Collective Bargaining Agreement. If Client has entered into a Collective Bargaining Agreement (CBA) pertaining to any

Covered Employees, Client agrees that it will remain the sole employer of such Covered Employees for purposes of the National Labor Relations Act (NLRA), and that it will remain solely responsible and liable for all obligations arising under the NLRA and any applicable CBA, including, without limitation, the duty to bargain. Additionally, Client expressly warrants that this Agreement will not modify any of the terms of any applicable CBA. Helpside shall not be considered a party to any such CBA. Client represents and warrants that Client has not entered into a CBA pertaining to any Covered Employee during the Term unless such CBA is attached hereto as an exhibit.

- 5.15. Leave and Disability Accommodation. To the extent applicable to Client and to the extent required by law, Client will accept obligations and costs associated with compliance with the FMLA, ADA, and similar state and local laws, including but not limited to the cost of providing reasonable accommodation of disabilities, recordkeeping requirements related to leave and disability accommodation, reinstating employees returning from leave or finding replacement employment for them if required by law, and the cost of continuing benefits during leave if required by law. Client agrees that should the FMLA be applicable to Client, to the extent allowed by law, Client has sole responsibility for compliance and that it is the intent of the Parties that this Agreement shall have no impact on Client's obligations as an employer responsible for FMLA compliance.
- 5.16. Downsizing Notices. Client will provide all notices required by the WARN Act and similar state and local laws.
- 5.17. Government Contracts. Client will be solely responsible for compliance with requirements pertaining to government contracts pursuant to federal, state, county and local laws, regulations, and ordinances, including but not limited to compliance with Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Walsh-Healey Public Contracts Act, the Davis Bacon Act, and the Service Contract Act of 1965, if applicable.
- 5.18. Other Taxes and Fees. Other than required payroll withholding taxes covered by this Agreement, Client is responsible for paying and reporting all applicable taxes and governmental fees (including environmental fees required by the California Health and Safety Code for Covered Employees working in California). Additionally, any tax imposed by any local or state taxing authority based upon Client's relationship with Helpside, such as a sales or use tax, or gross receipts tax, shall be the sole responsibility of Client.
- 5.19. Incentive Compensation and Fringe Benefits. Client is solely responsible for funding and accurately determining eligibility for incentive compensation and fringe benefits, including, without limitation, vacation, paid sick leave (including legally mandated paid sick leave), other paid time off, profit sharing, deferred compensation, bonuses, severance payments, stock- or other equity-based compensation, commissions, and other incentive compensation payments, including determining whether individuals qualify to receive W-2 wages and benefits. Although said payments should be made through Helpside's payroll to ensure proper reporting and remittance of taxes, Helpside has no responsibility for the administration or funding of fringe benefits payments. Notwithstanding the forgoing, Helpside will process payroll with respect to fringe benefits at Client's request, provided Helpside has received any requested documentation in a form and substance reasonably satisfactory to Helpside, and when appropriate and permitted by law, and Helpside will assist Client with tracking accruals and payments of fringe benefits when practicable, so long as such activities are consistent with all other terms of this Agreement. Given Client's unique knowledge of its incentive compensation programs, Client remains solely responsible for determining when overtime compensation is owed on such payments and shall inform Helpside of same.
- 5.20. Work Site Safety. Client is the sole Employer with respect to safety-related compliance. Client retains exclusive control over the safety of the workplace(s) where Covered Employees work, and thus retains sole responsibility for compliance with applicable federal, state, and local health and safety laws, regulations, ordinances, directives, and rules relating to the workplace (Workplace Safety Laws). Client is solely responsible to identify and eliminate all known workplace threats to Covered Employees' health or safety. Client acknowledges and agrees that Client has not retained Helpside to manage or control Client's business or operations, and Helpside has no duty or authority to inspect, install, modify, repair, or maintain any equipment, tools, vehicles, or machinery that Covered Employees may use. However, Helpside reserves the right to inspect Client's workplace for the sole purpose of verifying compliance with the terms of this Agreement. Any inspections that Helpside or its workers' compensation insurance carrier may conduct are not for the purpose of identifying the unique threats to the health and safety of Covered Employees that may exist in Client's workplace(s), thus such inspections would not fulfill a requirement for a full safety audit or inspection under applicable laws or regulations. Thus, Client shall, at its sole cost and expense, take all necessary steps to comply with Workplace Safety Laws, including, without limitation, the following:
 - 5.20.1. Client shall take reasonable steps to evaluate worksite conditions pertaining to the health and safety of Covered Employees, by doing periodic inspections; Client shall identify all known hazards to Covered Employees' health and safety, inform Covered Employees of such health and safety hazards, and take all reasonable measures to eliminate such health and safety hazards; Client shall provide Covered Employees with appropriate and required personal protective equipment; Client shall provide legally required training to Covered Employees regarding the safe performance of job duties, the proper use of personal protective equipment, and the maintenance of a safe work environment; Client shall establish, implement, and maintain a written, effective Workplace Safety Program, including an Injury and Illness Prevention Program, if required ("IIPP") that protects Covered Employees, Client shall implement specific safety programs as required by OSHA or any applicable state or local requirements, depending on the work environment and the type of work being performed by Covered Employees;

- 5.20.2. Client shall ensure that each Covered Employee has, and is informed of, the following protections: (i) Covered Employees have the right to complain or report work conditions that the Covered Employee reasonably believes to be unsafe, unhealthful, or hazardous; (ii) Covered Employees have the right to refuse to work in conditions that the Covered Employee reasonably believes to be unsafe, unhealthful, or hazardous; and (iii) Covered Employees will not be subjected to any sort of retaliation or discrimination for reporting unsafe, unhealthful, or hazardous conditions or for refusing to work in unsafe, unhealthful, or hazardous conditions; and
- 5.20.3. In the event Helpside provides advice or information to Client regarding safety in the workplace, Helpside does so as a consultant only and not as the employer in control of the workplace. Client at all times retains sole responsibility for providing appropriate training regarding job duties, workplace safety, and other related topics.
- 5.21. **Accident and Injury Reporting Procedure.** Client shall immediately, (and under all circumstances within one (1) business day) report accidents and injuries involving Covered Employees including “first-aid” events. Client shall deliver a complete written report of an accident or injury to Helpside no later than three (3) business days after the occurrence of such accident or injury. Failure to provide the complete report of accident or injury within three (3) business days may result in a late reported claim fee. Client is solely responsible to report accidents and injuries involving Covered Employees to OSHA and/or any similar state agency as required by applicable law. Client’s failure to timely report an accident or injury involving Covered Employees may result in one or more substantial fines, or other costs, pursuant to applicable law or to insurance company protocols and/or operating procedures. Any fines or any other costs incurred as a consequence of Client’s failure to comply with the provisions of Sections 5.20 and 5.21 shall be the sole responsibility of Client. Client agrees that if Helpside receives a citation as a consequence of Client’s failure to comply with Sections 5.20 and 5.21, Client’s indemnification obligations, set forth in Paragraph 9 shall apply; Client will cooperate in accident/injury investigations by the applicable workers’ compensation carrier or its representative. If modified or light duty is required for a Covered Employee by applicable law or requested by Helpside or its workers’ compensation carrier for the purpose of reducing the cost of claims that may be incurred, Client may either provide modified or light duty, or pay a Supplemental Claims Management Fee which may be established and charged by Helpside.
- 5.22. **Contractors.** Client shall ensure that contractors, subcontractors, and others providing services to Client have the appropriate and required workers’ compensation insurance coverage. Client shall also maintain appropriate and required workers’ compensation insurance coverage for Client workers who are not covered by this Agreement, if any. Client is solely responsible for any costs, expenses, employer responsibilities, and liabilities associated with Client independent contractors, including subcontractors of such independent contractors, who are reclassified as Client employees (including, without limitation, paying additional workers’ compensation premiums from the date such Covered Employee would be eligible to be covered under any workers’ compensation insurance policy made available by Helpside). In the event Helpside is subjected to threatened or actual litigation as a result of such reclassification, whether the reclassification is voluntary or involuntary, Client shall defend and indemnify Helpside pursuant to Section 9.
- 5.23. **Record Keeping.** Client will maintain accurate records of hours worked to the extent required by law and will make such records available to Helpside upon request. Client is solely responsible for creating and maintaining accurate records of hours worked and attendance, including any state or federal requirement to file a report or information providing pay data information, and Client is solely responsible for the proper use of any time and attendance system, regardless of whether the system is provided by Helpside (if any) or another source. Client will ensure that all hours worked by Covered Employees are accurately captured and reported by the time and attendance system. Client will not use any method, including rounding or off-the-clock work, to pay Covered Employees less than the amount due to them pursuant to applicable law. To the extent state or local law requires employers to provide wage statements containing information different than or in addition to the information contained in Helpside’s wage statements, Client shall issue supplemental wage statements to Covered Employees in compliance with applicable law. Client will maintain other records as directed by Helpside and in compliance with Helpside’s policies and procedures. Client is solely responsible for complying with all federal, state, and local laws that require posting of information at Client’s workplace(s) or providing notices to employees.
- 5.24. **Healthcare Reform / ACA Compliance.** Client understands, acknowledges, and agrees that Client is solely responsible and liable for all obligations with respect to Healthcare Reform’s Employer “Play or Pay” Mandate under Section 4980H of the Internal Revenue Code of 1986, as amended (IRC), and other applicable laws, including, without limitation, any tax reporting obligations under IRC Sections 6055 and 6056. To the extent that Helpside agrees to assist Client with satisfying these obligations, Client understands, acknowledges and agrees that: (i) Helpside is not providing legal or tax advice to Client and Client will seek appropriate legal and tax advice from its own legal and tax advisors; (ii) Helpside will rely on the accuracy of all information and documents provided by Client with respect to such assistance; and (iii) Client will remain solely responsible and liable for such obligations.
6. **Insurance.** During the Term of this Agreement, Client will at a minimum maintain the following insurance coverage: (i) comprehensive general liability insurance; (ii) cyber-liability insurance; (iii) automobile liability insurance, including non-owned and hired autos (to the extent any Covered Employees will be assigned to positions requiring them to drive for Client); and (iv) professional liability insurance, if appropriate, including, without limitation, malpractice or errors and omissions coverage and in compliance with any regulation mandating such coverage. Each of such policies will have as a minimum a limit of liability not less than \$1,000,000 per occurrence. Upon request, Helpside will be listed as an insured, or additional insured on the policy or on an alternate employer endorsement, or other similar endorsement. Upon request, Client will furnish Helpside with Certificates of Insurance as evidence of coverage.

7. Fees.

- 7.1. Rates. Client will pay Helpside's Service Fee and related additional administrative fees according to the rates set forth in the Rate Sheet (Exhibit "B").
- 7.2. Fee Calculations. For purposes of fee calculations, any references to wages refer to gross wages, including but not limited to salary, hourly wages, sick pay, vacation, or paid time off, wages in lieu of notice, overtime wages, piece rate wages, bonuses, other incentive wages, severance, and commissions. Administrative fees are calculated as set forth in the Rate Sheet (Exhibit "B"). In addition to Administrative Fees and all other applicable fees and charges, Client shall pay to Helpside all gross wages; federal, state, and local taxes and related charges (including but not limited to FICA, FUTA, and SUTA); health insurance charges (including but not limited to premiums, administration costs, and Helpside administrative charges); workers' compensation insurance charges (including but not limited to premiums, assessments, and Helpside administrative charges), and other insurance costs and charges attributable to Covered Employees, as invoiced by Helpside. Benefits and insurance charges include all applicable insurance premiums, fees, costs, and Helpside's administrative charges related to same.
- 7.3. Fee Adjustments. The Service Fee is subject to an annual 3% increase, effective on each anniversary of the Effective Date. Additionally, Helpside may adjust the administrative fee rates at any time with thirty (30) days' advance notice, or without advance notice in the event of immediate changes in payroll tax or insurance rates, changes in insurance requirements or costs, or changes in workers' compensation insurance codes.
- 7.4. Invoiced Amounts May Not Equal Costs. Client understands, acknowledges and agrees that any fees, charges or other amounts invoiced and/or paid pursuant to this Agreement ("Invoiced Amounts") may not equal the actual costs of Helpside, regardless of how such Invoiced Amounts are presented on any invoice, proposal or otherwise, including, without limitation, Invoiced Amounts identified as taxes, contributions, premiums or deductibles. To the extent that any such Invoiced Amounts exceed the actual costs of Helpside, Client understands, acknowledges, and agrees that such excess is part of the reasonable compensation payable to Helpside for the services provided pursuant to this Agreement.
- 7.5. Minimum Benefits Fees. In connection with group health plan coverage provided by Helpside to eligible Covered Employees, Client understands, acknowledges and agrees that Client is required to pay minimum benefits fees that are sufficient to cover the cost of the least expensive monthly employee-only coverage for all eligible Covered Employees.
- 7.6. Client Approval of Insurance Commissions. In the event Client elects to have its employees participate in any health and welfare plans sponsored by Helpside ('Plans'), Client understands that Helpside is providing valuable plan administration to the Plans, and Helpside's affiliated insurance brokerage, Greystone Insurance Services LLC, Utah License No. 1012046 ('Affiliated Insurance Brokerage'), is providing valuable insurance agency/brokerage services to the Plans, and that Affiliated Insurance Brokerage will be receiving certain commission revenue from the related insurance carrier(s) in exchange for providing these valuable services to the Plans ('Plan-Related Commissions'). Client acknowledges and agrees that it has exercised, and will exercise, independent judgment in reviewing and approving, on a prospective and annual basis, such services and Plan-Related Commissions. Prior to the start of each coverage period, Helpside shall disclose in writing the Plan-Related Commissions that Affiliated Insurance Brokerage expects to receive in connection with the services provided to the Plan. To the extent Client does not approve of Helpside's and Affiliated Insurance Brokerage's provision of services and Affiliated Insurance Brokerage's receipt of such Plan-Related Commissions, Client may elect to not participate in the applicable Plan(s) for the related coverage period. Client understands and specifically concurs that Helpside and Affiliated Insurance Brokerage are providing valuable services to the Plans with respect to day-to-day and ongoing administration of the Plans and insurance agency/brokerage services and that the Plan-Related Commissions may or may not exceed the actual costs in delivering the services to the Plans.
- 7.7. Retroactive Fees or Charges. To the extent that any tax, premium or other cost of Helpside is unilaterally increased by a governmental body or other third party beyond the control of Helpside, whether prospectively or retroactively, Client understands, acknowledges and agrees that Helpside will invoice Client for such increases and that any fees or charges associated with such increases will be due and payable in the same manner as any other fees or charges invoiced pursuant to this Agreement, even if such fees or charges are invoiced after the termination of this Agreement.
- 7.8. Payment Procedures. No later than 9:00 AM Mountain Time two (2) business days before the Client's payroll pay date, Client will provide to Helpside, in the method authorized by Helpside, the payroll data upon which each Covered Employee's compensation is calculated, in the format proscribed by Helpside. As soon as practicable following receipt of the payroll data, Helpside will make available to Client an invoice for payment. After Client review of the invoice, Client will notify Helpside of any errors or modifications proposed by Client and thereafter waives any right to dispute the content of the invoice. Client shall ensure that sufficient funds will be available to pay the amount of the invoice no later than one business day prior to the applicable payroll issuance date and that such funds will not be otherwise withdrawn prior to the payroll pay date. Client agrees to payment through automated clearing house transaction ("ACH"), and Client shall cooperate with Helpside in setting up ACH payments. Client hereby authorizes Helpside to deduct or debit from Client's bank account any monies due and owing, outstanding, or including outstanding fees, retroactive changes in payroll tax amounts, unpaid insurance premiums, delinquent payroll and other related taxes including assessed fines, penalties and interest, charge backs due to Client's bank account having insufficient funds (NSF charges), and any other amounts that may accrue or may become outstanding relating to services provided by Helpside. In addition, any fees or other charges not paid on or

before the due date will be subject to finance charges equal to One and One-Half percent (1.5%), or such maximum lesser amount set by applicable law, if applicable law sets a lower rate, of the outstanding balance per month. This paragraph will survive termination of this Agreement.

- 7.9. Pre-payment. Helpside in its discretion may require Client to pre-pay the estimated invoicing for any upcoming pay period prior to commencement of that pay period. This requirement may be imposed indefinitely or, in Helpside's discretion, may be imposed temporarily.
- 7.10. Bankruptcy. Client will immediately notify Helpside of the initiation of any bankruptcy or receivership or insolvency proceedings of whatever form (whether voluntary or involuntary). Client agrees that any wages or taxes or contributions paid or advanced by Helpside prior to such bankruptcy that remain unpaid by Client shall be treated as outstanding wage obligations for the purposes of determining priority in the associated legal proceedings with the intended effect that Helpside shall have the same rights as Covered Employees with respect to such wages and associated taxes and shall be entitled to relief as necessary to apply such status.

8. Confidential Information.

In the course of performing its obligations set forth herein, a party ("Disclosing Party") may disclose, furnish, or provide to the other party ("Recipient") non-public confidential information, including, but not limited to, personnel information and payroll data (collectively, "Confidential Information"). The Recipient shall keep confidential and shall not directly or indirectly disclose, disseminate, or use Confidential Information except as necessary to perform its obligations hereunder or as required by law, and shall take reasonable efforts to protect Confidential Information. Confidential Information does not include information which: (1) was in the possession or control of the Recipient prior to the time of disclosure hereunder; (2) at the time of disclosure or thereafter becomes public knowledge through no action of the Recipient; or (3) is lawfully obtained by the Recipient from a third party under no enforceable obligation of confidentiality to the Disclosing Party. The Recipient represents that it has implemented and maintains information security policies and procedures that are reasonably designed to protect against unauthorized access to, or use of, Confidential Information. For purposes of this section, "breach" means any unlawful access to, disclosure or use of data that compromises the security, integrity, or confidentiality of Confidential Information. The Recipient will use reasonable information security measures to safeguard Confidential Information against breaches and in compliance with applicable law. If the Recipient discovers reasonable grounds to conclude Confidential Information of the Disclosing Party was breached, the Recipient will comply with investigation and notice requirements dictated by law. The Recipient will also promptly inform the Disclosing Party in writing to the extent required by law. In the event of a breach as defined by applicable law, or any other event regarding Confidential Information that requires notification under applicable law, the Recipient agrees to provide reasonable assistance to the Disclosing Party. Upon receiving written notice about such breach from the Recipient, the Disclosing Party will permit the Recipient to take reasonable steps to stop or remediate unlawful use of Confidential Information and ensure that Recipient's use of Confidential Information is consistent with this Agreement. These obligations shall survive the termination of the Agreement. The Recipient will not be in breach of this Agreement by disseminating Confidential Information as required by legal process or to comply with a disclosure obligation required by law. To the extent permitted by law, Recipient will notify the Disclosing party as far in advance as reasonably possible before the Recipient delivers such Confidential Information to any third party. If Client and Helpside have entered into a separate Confidentiality and/or Non-Disclosure Agreement, the terms of that document will control.

9. Indemnification.

The following indemnification provisions will survive termination of this Agreement.

- 9.1. Client's Indemnification Obligations. Client will indemnify, defend, and hold Helpside its agents, shareholders, non-Covered employees, officers, directors, assigns, insurers and representatives ("Helpside Indemnified Parties") harmless from and against any and all claims, losses, and liabilities of whatever nature (including liability to third parties, reasonable attorneys' fees and other costs at all levels of proceedings), and all other consequences of any sort, whether known or unknown, without limit and without regard to the cause or causes thereof arising from: (1) Client's material breach of this Agreement or violation of any representation or warranty associated with this Agreement; (2) Client's violation of any of the Employment Laws or any other local, state or federal law, regulation, ordinance, directive or rule; (3) Client's business or the products or services provided by Client or Helpside's products or services not used by Client as intended or instructed by Helpside; and (4) the unlawful, negligent, or willful actions or inactions of any Covered Employee, agent, or any other person employed by, associated with, or working for Client. Without limiting the foregoing, Client's obligations set forth above include and apply to: (a) claims for unpaid overtime, minimum wage, or other wages, or for wage statements that do not comply with applicable wage payment laws; (b) claims for failure to provide adequate meal and rest breaks; (c) failure to reimburse business related expenses; and (d) unlawful harassment and discrimination.
- 9.1. Helpside's Indemnification Obligations. Helpside will indemnify, defend, and hold Client, its officers, directors, non-Covered Employees, agents, shareholders, assigns, insurers and representatives ("Client Indemnified Parties") harmless from and against any and all claims, demands, losses, and liabilities of whatever nature (including liability to third parties, reasonable attorneys' fees and other costs at all levels of proceedings), and all other consequences of any sort, whether known or unknown, without limit and without regard to the cause or causes thereof arising from Helpside's errors or omissions in the performance of duties expressly required by the terms of this Agreement. Without limiting the foregoing, Helpside's obligations set forth above include and apply to Helpside's failure to remit payroll taxes, workers' compensation premiums and state unemployment insurance. Such obligation is contingent upon Client providing Helpside with timely and

accurate information, as well as payment by Client to Helpside of the required fees and charges, and Helpside's financial obligations pursuant to this indemnification provision are limited to the amount of total fees remitted by Client. Notwithstanding anything to the contrary, Neither Helpside, nor any of Helpside's insurance carriers (except for matters covered by any applicable workers' compensation insurance policy) have a duty to defend Client, or Client Indemnified Parties in any action whatsoever, without exception. Should Helpside's workers' compensation insurance carrier continue to pay indemnity benefits related to a covered injury, Client will cooperate in efforts to recover such overpayments.

- 9.2. Scope. To the maximum extent permitted under applicable law, Helpside and Client expressly waive any right or claim to punitive or exemplary damages against the other. Additionally, the Parties agree that the indemnification provisions of this Agreement shall not be limited to claims, expenses, or liabilities for which one of them is solely liable, but shall also apply to claims, expenses, and liabilities for which Helpside and Client are jointly or concurrently liable. In such event, if either of them advances funds in connection with a claim, expense, or liability in excess of its pro rata share, such Party shall be entitled to recover from the other Party the difference between such Party's share and the actual amount paid.

10. **Client's Representations and Warranties.** Client represents and warrants as follows:

- 10.1. Client's Obligations to Covered Employees. (i) All compensation of the Covered Employees accrued prior to the Effective Date and for which Client or any third party is responsible and obligated has been paid in full; (ii) there are no separate contracts, agreements or other arrangements existing with respect to the Covered Employees as a group or any of them which would bind or obligate Client, except as expressly set forth herein; (iii) Client will provide timely and accurate notification to Helpside of the principal location of the workplace of each Covered Employee and each location where such Covered Employee performs services for Client, and of any changes in such locations; and (iv) all pension, profit-sharing, or other employee benefit plans existing at the Effective Date are current and in compliance with applicable law, and execution of this Agreement will not be deemed a breach under the terms of those plans.
- 10.2. Accuracy of Data. As of the Effective Date, and throughout the term of this Agreement, all information provided by the Client in contemplation of this Agreement or pursuant hereto, including but not limited to financial data, employee lists, job descriptions and classifications, compensation, benefits, and time reports is and will be true and correct. Client maintains, and will continue to maintain during the Term, to the extent required by law, systems and controls which ensure Covered Employees: (i) accurately record and receive credit for all hours worked; (ii) receive breaks and rest periods; and (iii) receive credit for applicable premium and overtime hours. No material adverse change has occurred in the financial condition of the Client or any guarantor of Client's obligations under this Agreement since the date upon which any financial data of Client or guarantor were provided to Client.
- 10.3. Collective Bargaining Agreement. Client has not entered into a CBA pertaining to any Covered Employee during the Term unless such CBA is attached as an exhibit to this Agreement.
- 10.4. No Litigation. Except as previously disclosed to Helpside in writing, there is no action, suit, proceeding or investigation pending, or, to the knowledge of Client, threatened against Client, related to the Covered Employees or the Client's employer/employee relationship with the Covered Employees or which may result in a material adverse change in the financial condition of Client or of any guarantor of Client's obligations under this Agreement. Client will advise Helpside promptly upon the inception of any such action, suit, proceeding, investigation, or threat thereof.
- 10.5. Compliance with Applicable Law. Client has not violated any applicable statute or regulation in any respect, which would adversely affect the Covered Employees or Client's employment relationship with the Covered Employees. Client is and will remain in compliance with all applicable statutes, regulations, and executive orders respecting Covered Employees and employment practices, including but not limited to the state and federal employment laws.
- 10.6. Work Site Safety. Client is in compliance with all applicable Workplace Safety Laws, and Client has maintained, and will continue to maintain throughout the term of this Agreement, Client's workplace(s), machinery, equipment, and environmental factors in compliance with applicable Workplace Safety Laws.
- 10.7. All Client's Employees are Covered Employees. All of Client's employees who provide services to Client and whose wages are reported on an IRS Form W-2 are Covered Employees. Client will notify Helpside within ten (10) days of any changes that result in a failure to meet this requirement.
- 10.8. Obligations Met. Client represents that it has met any and all prior premium and fee obligations regarding workers' compensation premiums and employee leasing/professional employer organization payments, to all prior employee leasing/professional employer organizations and workers' compensation carriers, with which Client has previously had a contractual relationship.

11. **Termination.**

- 11.1. Noticed Termination: Either Party may terminate this Agreement following thirty (30) days' advance notice. Prior to termination of this Agreement, Client shall pay to Helpside all invoiced fees and other monies due and owing. Client shall also reimburse Helpside for any and all payments Helpside has made to any third parties and Covered Employees of behalf of Client prior to the termination of this Agreement. Once notice of termination has been provided, Client will continue to

comply with all obligations as set forth in this Agreement.

11.2. Immediate Termination.

11.2.1. By Helpside. Helpside may terminate this Agreement immediately, without prior written notice, in the event of: (1) Client's material breach of this Agreement; (2) Client's failure to pay any invoice when due or any other monetary obligation; (3) Client's failure to comply with any Helpside directive when such directive is for the purpose of compliance with applicable law; (4) Client's failure to comply with a directive by an insurance carrier providing coverage with respect to Covered Employees; (5) Client making a direct payment of taxable wages in violation of this Agreement; (6) Client performing any act that expressly or implicitly disclaims Client's obligations under this Agreement; (7) the threat of, or actual, filing by or against Client for bankruptcy, reorganization or appointment of a receiver, supervisor, assignee, or liquidator over its assets or property; (8) a change in the composition or location of Covered Employees; (9) a money judgment against Client which remains unsatisfied for more than thirty (30) days and has not been appealed and/or (10) Client becoming a credit risk, as determined by Helpside in its sole discretion.

11.2.2. By Client. Client may terminate this Agreement in the event of a material breach by Helpside following (1) a written notice of breach; and (2) a period of no less than thirty (30) days to cure the breach set forth in said notice.

11.3. Replacement Coverage. In the event that this Agreement is terminated, regardless of the reason for the termination, Client will immediately secure: (i) replacement workers' compensation insurance for the benefit of the employees who continue their employment with Client; and (ii) replacement group health insurance for the benefit of both the employees who continue their employment with Client and any former employees (including dependents of such employees) of Client who are maintaining COBRA continuation coverage under a Helpside Plan or who are otherwise entitled to COBRA continuation coverage.

11.4. Effective Date of Termination. To the extent permitted by law, upon termination of this Agreement for any reason, or upon Client's failure either to provide payroll data as required herein or to timely pay as required herein, all Helpside obligations set forth herein (including, without limitation, the payment of wages and the provision of benefits) will revert to Client retroactive to the last date on which Helpside was paid in full for Helpside's services.

11.5. Transition Cooperation. In the event of termination, regardless of the reason for termination, Helpside agrees to cooperate with Client with the transitioning of payroll, workers' compensation insurance, group health insurance, EPLI, and all other Helpside related functions to Client or to Client's chosen vendor. Additional fees may apply to such transition services.

12. Intellectual Property of Helpside.

Client acknowledges and agrees that all computer hardware and software, including, but not limited to, all computer programs, and web designs provided by Helpside (unless such property was created by a third party) (the "Helpside Property"), are Confidential and the sole property of Helpside. Client acknowledges and understands that it has been granted a limited license to use the computer software programs and databases provided by Helpside, and that this license is exclusive to Client and the license will terminate when this Agreement terminates. Client agrees not to copy, distribute, lend, or reproduce any Helpside Property. Client also agrees not to recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from the Helpside Property. Client agrees that it will abide by the terms and conditions of any user license or other agreement relating to the Helpside Property.

13. Dispute Resolution.

Except for claims for non-payment of fees and claims for injunctive relief, in the event of any claim, dispute or controversy ("Claim") arising out of or relating to the interpretation, performance and/or breach of this Agreement, the parties agree that any Claim which would otherwise require or allow resort to any court or other governmental dispute resolution forum between Client and Helpside will be submitted to, and determined exclusively by, binding arbitration. All claims shall be brought in the individual capacity of Client and Helpside. Under no circumstances shall this Agreement be construed to allow or permit the consolidation or joinder of other claims or controversies involving any other parties or permit such claims or controversies to proceed as a class action or other similar basis. With respect to arbitration, the Federal Rules of Civil Procedure and Evidence will apply, and the arbitrator will be a retired state or federal court Judge. To the extent applicable in civil actions, the following will apply and be observed: all rules of pleading (including the right to file a motion to dismiss or strike), all rules of evidence, all rights to resolution of the dispute by means of dispositive motion including but not limited to motions for summary judgment, and judgment on the pleadings. Resolution of the dispute will be based solely upon the law governing the claims and defenses pled, and the arbitrator may not invoke any basis other than such controlling law. Awards exceeding Fifty Thousand Dollars (\$50,000.00) will include the arbitrator's written opinion providing reasoned explanations for the decision. The parties waive all rights to trial by jury. Any legal proceeding to enforce the terms of this Agreement (including but not limited to arbitration) shall occur in the State of Utah.

14. Procurement.

The parties acknowledge that Client is subject to certain procurement laws and regulations. Among other things, government procurement guidelines that are applicable to the School, impose limits on the duration of contracts to which the School is a party. For example, the Utah Procurement Code generally limits multi-year contracts to five years or less (except in certain enumerated

circumstances). In view of law applicable to Client, the parties acknowledge and agree that the term of the Agreement is less than the five-year maximum required by applicable state law. The parties agree that, notwithstanding anything in this Agreement to the contrary, nothing in this Agreement would contractually require the parties to maintain the relationship contemplated herein for more than five years. In other words, although the parties may agree to continue their business relationship for more than five years, neither party is contractually obligated to do so by this Agreement. Further, the parties agree to cooperate every five years in the re-execution of a services agreement. To accomplish this, Client agrees to contact Helpside after the fifth anniversary and prior to the sixth anniversary of the Effective Date, to initiate the process of executing a new services agreement.

15. **General.**

- 15.1. **Applicable Law.** This Agreement will be determined to be a contract made within the State of Utah and venue shall be exclusively in the applicable court in the State of Utah. For all purposes, this Agreement will be governed and construed under and in accordance with the laws of the State of Utah, notwithstanding choice of law principles, except that the PEO licensing laws of the state where the Covered Employee(s) work or worked shall apply, where applicable.
- 15.2. **Assignability.** This Agreement is assignable by either Party with the written consent of the other Party. Such consent to assignment shall not be unreasonably withheld.
- 15.3. **Enforcement Costs.** In the event of any proceeding to enforce the provisions of this Agreement, the prevailing Party will be entitled to an award of its costs and reasonable attorneys' fees incurred at all levels of proceedings.
- 15.4. **Signatures.** Any individual signing this Agreement on behalf of Client or Helpside represents, warrants, and guarantees that she or he has full authority to do so. Signatures may be provided electronically, and the parties agree that all future transactions between them may be executed via electronic signature. The parties agree that digitally signed, scanned, or faxed copies of this Agreement, shall be deemed to have the same legal force and effect as the original signed copy. Thus, neither Party will contest an otherwise valid signature on the basis that it was provided electronically.
- 15.5. **Counterparts.** This Agreement may be executed in one or more counterparts and counterparts signed by Client and Helpside in the aggregate will constitute a single original instrument.
- 15.6. **Force Majeure and Other Events.** Neither Party shall be liable for any delay in delivery or nonperformance or inadequate performance in whole or in part of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control, including, without limitation, acts of God or public enemy, fire, floods, swarms, earthquakes, hurricanes, riots, strikes, pandemics, war, interruption in services provided by a public utility or a data processing/storage vendor, and restraints of government. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing Party shall use reasonable efforts to remedy its inability to perform.
- 15.7. NEITHER CLIENT NOR HELPSIDE WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION DAMAGES) HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 15.8. **Definitions.** Terms and phrases that are defined in any part of this Agreement shall have the defined meanings wherever used throughout this Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, paragraph, or subparagraph in which the term is used.
- 15.9. **Construction.** Helpside has prepared this Agreement and provided it to Client for Client's review. Client has either retained counsel or had the opportunity to do so to review this Agreement. With respect to any dispute concerning the meaning of this Agreement, this Agreement will be interpreted as a whole with reference to its relevant provisions and in accordance with its fair meaning, and no part of this Agreement will be construed against Helpside on the basis that Helpside drafted it.
- 15.10. **False or Omitted Information.** Any false statement or omission regarding any information supplied by Client to Helpside in anticipation of Client's contracting with Helpside or at any other time will be deemed a material breach of this Agreement and Helpside, at its option, may terminate this Agreement and seek appropriate relief.
- 15.11. **Headings.** Captions and organization are for convenience and will not be used in construing meaning.
- 15.12. **Reference to "Day" or "Days".** Unless there is a specific reference to the contrary, any reference to "day" or "days" in this Agreement shall mean calendar days.
- 15.13. **Independent Contractor Relationship.** Helpside is an independent contractor of Client and will not be its principal, director, agent, master, servant, or employee.
- 15.14. **Integration and Amendment.** This document, together with the Schedules, Exhibit(s) and/or Addenda attached hereto, constitutes the full, complete, absolute, and entire Agreement between the parties. This Agreement supersedes any prior

statements, understandings, or offers. This Agreement may only be altered or amended by a written amendment signed by the Parties with the exception of any alteration or amendment to this Agreement sent by Helpside to Client in writing, in a manner in which proof of delivery can be established and which shall be deemed to have amended this Agreement and have been accepted by Client if not objected to in writing by Client. Notice of such objection must be received by Helpside within fourteen (14) days of Client's receipt of Helpside's notification of change (proof of Helpside's receipt of objection must be supplied by Client upon request of Helpside).

- 15.15. No Waiver of Rights. The failure of either Party strictly to enforce any provision hereof will not be construed as a waiver thereof or as excusing either Party from future performances in strict accordance with the provisions of this Agreement.
- 15.16. Notices. All notices and demands will be given in writing and transmitted by hand delivery, overnight courier delivery with signature required verifying receipt, or by e-mail. All confirmations by mail shall be made by certified mail, postage prepaid, return receipt requested. Notice will be considered given and effective when received. Unless otherwise advised in writing by the other Party, each Party shall transmit notices and demands to the addresses indicated in the Agreement.
- 15.17. Corporate Status. Client agrees to notify Helpside promptly of any change in the corporate or operating status of Client's business, including subsidiaries and affiliates.
- 15.18. Change of Control. Either Party may terminate this Agreement, effective upon written notice, as set forth in Paragraph 12.1, above, in the event that Client's legal entity is merged with or into a third-party corporation or other entity, or all, or substantially all of Client's assets are sold to a third-party corporation or other entity.
- 15.19. Electronic Signature. By executing this Agreement, Client agrees that Helpside and Client may transact business electronically pursuant to, and is deemed to have opted in, to the "Electronic Signatures in Global and National Commerce Act," P.L. 106-229, and any other similar state or local statute that authorizes electronic signatures in commerce. Client agrees that Helpside may rely on electronic authorization by Client or a Covered Employee to make changes to employee or payroll records or data relating to a Covered Employee. Client hereby releases Helpside and waives any right to bring an action or seek damages from Helpside based in whole or in part on electronic instructions or authorizations by Client or a Covered Employee. The indemnity obligations described in Section 9 shall apply to Helpside's reliance on electronic authorizations or instructions by Client or a Covered Employee.]
- 15.20. Client Intellectual Property. Any and all inventions, discoveries, improvements, copyrightable works, and creations (hereafter referred to as "Intellectual Property"), which Client has previously, solely or jointly, conceived or made or may conceive or make during the Term of this Agreement, whether or not accomplished through the use of Covered Employees, shall be the sole and exclusive property of Client. Client shall have sole and exclusive responsibility, and Helpside shall have no responsibility or liability, for protecting its rights to such Intellectual Property and to all of its other assets.
- 15.21. Scope of Services. Client acknowledges and agrees that Helpside is not engaged in the practice of law or the provision of legal, insurance, financial, tax, or investment advice or services, and that Client alone is completely and independently responsible for its own legal rights and obligations, regardless of any human resource advice or form which may be supplied to Client. Client at all times retains the right to seek appropriate advice from professionals of its own choosing, including, but not limited to attorneys and accountants. Helpside's agreement to perform certain employer functions does not establish an obligation to perform all employer related functions, and Helpside reserves the right to reject claims by Covered Employees with respect to matters that are not the responsibility of Helpside. Helpside will provide only the services expressly described in this Agreement. No other services will be provided or implied. Helpside is not obligated to provide, nor is it responsible for, strategic, operational, or other business-related decisions regarding Client's business. Nor shall Helpside have any obligation to provide equipment for Covered Employees.
- 15.22. Advance Payment, Guarantee or Other Security. In addition to any other rights it may have under the Agreement, Helpside may, in its discretion and at any time, require Client to provide one or more advance payments, guarantees or other forms of security, including, without limitation, a letter of credit. In any case, such security must be in form and substance reasonably satisfactory to PEO.
- 15.23. Severability. Should any term, warranty, covenant, condition, or provision of this Agreement be held to be invalid or unenforceable by a court or other body of competent jurisdiction or pursuant to arbitration, the balance of this Agreement will remain in force and will stand as if the unenforceable part did not exist. The invalid or unenforceable provision will be replaced by a provision as similar as possible and which is valid and enforceable.
- 15.24. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.
- 15.25. Terms Surviving Termination of Agreement. Termination of this Agreement will not affect the continuation of any outstanding obligation or liability incurred by either Party during the term of this Agreement. The obligation of either Party to notify, indemnify, defend, and hold harmless the other under the terms of this Agreement will continue after the termination hereof with respect to events occurring prior to such termination.
- 15.26. Third Party Beneficiaries. The parties acknowledge and agree that no parties other than the parties hereto are intended to

benefit hereunder. No rights of any third party are created by this Agreement and no person other than parties to this Agreement may rely on any aspect of this Agreement notwithstanding any representation, written or oral, to the contrary.

- 15.27. No Inducement. Client understands, acknowledges, and agrees that the Helpside services provided pursuant to this Agreement are not being provided as an inducement to purchase insurance coverage of any kind, nor do such services constitute insurance or the sale of insurance of any kind.
- 15.28. Time of Performance. Time is of the essence with respect to performance of all obligations set forth herein.
- 15.29. Duty to Cooperate. Each Party will have the duty to cooperate with the other in the event of any claim filed by an employee or former employee, or any government agency investigation of a complaint filed by an employee or former employee covered by this Agreement. Such duty will survive the termination of this Agreement. Client agrees to cooperate with Helpside as needed for any state licensing and/or registration requirements. Client further agrees to cooperate with Helpside as needed for compliance with any additional state statute, regulation, or other requirement not aforementioned or referenced above or below. Such duties will survive the termination of this Agreement.

Essentials

Benefits

- Group dental and vision insurance
- Group supplemental term life insurance
- Voluntary group short term and long term disability insurance
- Group supplemental accident, hospital indemnity and critical illness insurance

Payroll

- Pre-tax benefit deductions
- Business payroll reports
- Vacation and sick accrual tracking/reporting
- Dedicated payroll representative
- Garnishments and ORS orders
- Direct deposits
- Employment verifications
- Web-based payroll and HR access
- W-2s, quarterly and annual tax fillings

Human Resources

- Basic employee policy guide
- Unlimited HR telephone consultation
- UI claims filing and representation
- Employment compliance posters
- Annual sexual harassment training
- E-verify program (if requested)
- HR training

Risk Management

- Discounted specialized safety training

Plus

- Time clock
- Benefits administration
 - COBRA administration
 - Pre-tax premium deductions
 - Bill payment and reconciliation
 - Participant support
- Flexible spending accounts (FSA)
- 401(k) participation and administration
- Group term life insurance - \$10,000
 - Employee Assistance Program (EAP)
- Helpside workers' compensation program
 - WC claims management
 - WC policy management
 - On-site safety training
 - Safety manual
 - On-site safety audit
 - Accident investigation program and training
 - OSHA 300 log completion
 - WC certificates

\$14.00 per employee per month

**Price includes Essentials and Plus*

Select

Payroll Taxes and Fees	
FICA/Medicare	7.65%
FUTA	0.60%
UT SUTA Tax and Administration	1.90%

Additional Fees and Deposits	
Employee Set-Up Fee	\$ 20.00 / employee

Additional a la carte services that may have associated fees include:

- Pre-employment background checks
- Applicant tracking system (ATS)
- Custom documents and forms
- On-site safety training (forklift, first aid/CPR, etc.)
- Salary survey/compensation plans
- Accounting downloads
- Physical timeclocks
- Learning Management System (LMS)
- Employee surveys

Additional Check Fee: If Helpside processes more than one check in a pay period for an employee, the regular administration fee will be charged for the initial check (per employee per month fee times 12 divided by the number of payrolls run in a year) and any additional checks run for that same employee during the same payroll will be charged at a rate of \$5.00 per check

Additional State Admin Fee: If, during the implementation process or otherwise, Client onboards employees who will work in states outside of the states listed above, the client may be subject to an additional multi-state processing fee.

Late Payment Fee: Client shall pay a late fee of 1.5% per pay period, or the maximum permitted under applicable law, whichever is greater, on any invoice amount that Client has not paid on or before the due date.

Client Onboarding Timeline:

In order to ensure a smooth transition, new clients participating in benefits through Helpside must complete and submit all client and employee paperwork **no later than 20 business days prior to first payroll date or benefits effective date**, whichever is earlier.

For new clients not participating in benefits through Helpside, client and employee paperwork must be completed and submitted **no later than 15 business days prior to first payroll date**.

EXHIBIT “C”

Addendum to Client Service Agreement

(State Specific Provisions)

The following state-specific provisions apply only in the respective states where a Covered Employee works during the Term of the Agreement. In the event of a conflict between a state-specific provision and the Agreement, the state-specific provision shall control. Where rights are reserved in order to comply with state or federal laws requiring the reservation of such rights by a PEO, the rights are reserved only to the extent required by such laws. While PEO reserves sufficient rights to perform its core services for Client, PEO does not reserve or exercise a right to control the “essential terms and conditions of employment” for the Covered Employees as defined in 29 CFR 103.40(d). This Preamble shall be applicable in all states where Covered Employees work during the Term of the Agreement, whether or not there is an applicable state-specific provision. PEO will provide, and Client will cooperate with PEO in providing, written notice to Covered Employees of the general nature of the Professional Employer Organization (“PEO”) relationship, to the extent required under applicable PEO licensing and registration laws.

1. **Alabama**

- a. As provided by Alabama Statute §25-14-9 of the Alabama Professional Employer Organization Registration Act, PEO: (i) reserves a right of direction and control over each Covered Employee; (ii) assumes responsibility for the payment of wages (excluding payments beyond or in addition to Covered Employees’ salary, draw, or regular rate of pay) to each Covered Employee and to withhold, collect, report, and remit payroll-related and unemployment taxes to the extent Client has funded those obligations; and (iii) retains a right to hire, terminate, and discipline each Covered Employee.
- b. Except as otherwise provided in the Agreement or herein, Client retains the exclusive right to direct or control Covered Employees as is necessary to conduct the business of Client, to discharge the fiduciary responsibilities of Client, or to comply with any licensure requirements application to Client or Covered Employees.
- c. Client is solely responsible for directing, supervising, training, and controlling the work of Covered Employees with respect to the business activities of Client and is solely responsible for the acts, errors, or omissions of Covered Employees with regard to those activities.
- d. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer’s liability which is not covered by workers’ compensation, or other liability insurance, including liquor liability insurance, carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment agreement, insurance contract or bond.
- e. Upon termination of this Agreement, PEO will provide to Client, if requested, records regarding the loss experience related to workers’ compensation insurance provided to Covered Employees.
- f. PEO is registered as a PEO and regulated by the Alabama Department of Labor, PEO Division, 649 Monroe Street, Montgomery, AL 36131; phone: (800) 528-5166. Any questions or complaints may be directed to the Director of the Alabama Department of Labor, PEO Division.

2. **Alaska**

- a. Client shall post notice of workers’ compensation insurance coverage in three (3) conspicuous locations at Client’s workplace(s) where Covered Employees provide services to Client, in accordance with state requirements.

3. **Arizona**

- a. If Client employs any workers in addition to Covered Employees, Client will provide to PEO the name of the workers' compensation insurance carrier that is providing workers' compensation coverage to such workers and any other related information required by the State.
- b. Client shall comply with and agrees to be considered the sole employer for purposes of the Legal Arizona Workers Act and to the extent not prohibited by applicable law, the obligation to comply with this Act is retained solely and exclusively by Client.
- c. If requested by Client, upon termination of the Agreement, PEO will provide to Client records regarding the premiums and loss experience related to workers' compensation insurance provided to Covered Employees under the Agreement.

4. Arkansas

- a. As provided by Arkansas Professional Employer Organization Recognition and Licensing Act, Section 23-92-409 PEO: (i) reserves a right of direction and control over each Covered Employee; (ii) assumes responsibility for the payment of wages and salaries to each Covered Employee and to withhold, collect, report, and remit payroll-related and employment taxes; (iii) assumes responsibility to make payments for employee benefits for Covered Employees under the Agreement (if any); and (iv) retains a right to hire, terminate, and discipline each Covered Employee.
- b. The authority to hire, terminate and discipline Covered Employees is specifically retained by Client.
- c. Except as otherwise provided herein, Client retains the exclusive right to direct or control Covered Employees as is necessary to conduct the business of Client, to discharge the fiduciary responsibilities of Client, or to comply with any licensure requirements application to Client or Covered Employees.
- d. Client is solely responsible for directing, supervising, training, and controlling the work of Covered Employees with respect to the business activities of Client and is solely responsible for the acts, errors, or omissions of Covered Employees with regard to those activities.
- e. During the term of this Agreement and for ninety (90) days thereafter, Client may request records of applicable: (i) payroll records; (ii) workers' compensation coverage, losses, and claims; and (iii) employee benefits (if any). Client will pay PEO for all reasonable expenses incurred in reproducing such records.
- f. A Covered Employee is not, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment agreement, insurance contract or bond.

5. California

- a. With or without consulting assistance from PEO, Client is solely responsible for completing anti-harassment training, to the extent required by California law, for all Covered Employees either live or online, every two (2) years and within six (6) months of a Covered Employee being hired or being promoted to supervisor position.
- b. Client will not engage in operating a garment manufacturing operation or a car wash operation without PEO's written consent.
- c. Client assumes all civil legal responsibility and civil liability under California Labor Code Section 2810.3.
- d. Client is responsible for implementing and maintaining an Illness Injury and Prevention Program and for otherwise complying with all California mandated health and safety requirements, with or without consulting assistance from PEO.
- e. Client is responsible for complying with posting and notice requirements under California law, including but not limited to the Wage Theft Protection Act notices, EDD mandated unemployment and disability

insurance notices, expense reimbursement, and new hire workers' compensation insurance related notices.

- f. Client is responsible for ensuring compliance with California meal period, rest break, heat related break, seating, split shift, and minimum reporting time pay requirements, with or without consulting assistance from PEO.
- g. Client will provide paid sick leave to Covered Employees to the full extent required by California state and local law, with or without consulting assistance from PEO.
- h. Client is solely responsible for all costs associated with "first aid" claims as defined by California law.
- i. Client agrees that PEO is not a joint employer for purposes of liability pursuant to the California Wage Orders, Labor Code, and Government Code.
- j. Client agrees that Client and PEO are not joint employers or dual employers, as those terms are defined by Cal/OSHA. Client is responsible for reporting and recordkeeping requirements under Cal/OSHA regulations related to work-related fatalities, injuries and illnesses of Covered Employees.
- k. Client is responsible for California business taxes, including without limitation, environmental fees required under California Health and Safety Code.
- l. Client is responsible for paycheck statement compliance under California law and compliance with California Labor Code Section 226. Client shall collect and maintain, and ensure payroll statements are issued to Covered Employees which include, the following information: (1) gross wages earned; (2) total hours worked, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece-rate units earned and any applicable piece rate if paying on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for payment; (7) the name of the Covered Employee and only the last four digits of their social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Client acknowledges and agrees that it is responsible to issue its own statements as needed to ensure that all of this information has been provided to Covered Employees in compliance with Labor Code Section 226 and other California wage statement laws and regulations in addition to any payroll statements that may be issued by PEO.
- m. To the extent Client compensates Covered Employees by the job, load, delivery, or piece, Client is solely responsible for ensuring that its pay practices comply with California wage laws. Included in this requirement is the obligation to ensure Covered Employees are paid the applicable minimum wage and overtime rates (if applicable) for hours worked as well as compensable down time and paid rest time, to the extent required by law.
- n. To the extent Client pays any Covered Employees commissions, Client is solely responsible for compliance with California Labor Code section 2751.
- o. Client is responsible for complying with privacy rights requirements, including without limitation the requirements set forth in California Civil Code, sections 1798.100 to 1798.199, and any related regulations or guidance provided by the California Attorney General and/or the California Privacy Protection Agency.
- p. With or without consulting assistance from PEO, Client is solely responsible for compliance with workplace violence prevention requirements, including without limitation: (i) implementing and maintaining a Workplace Violence Prevention Plan; (ii) providing any necessary or required training for Covered Employees regarding the Workplace Violence Prevention Plan; and (iii) creating and maintaining any required or necessary logs or other records or documentation.
- q. During the Term of the Agreement, Client is responsible to maintain Employment Practices Liability Insurance coverage for Covered Employees, listing Helpside as an Insured or Additional Insured, or other

similar endorsement, and Client will provide PEO with a Certificate of Insurance when requested by Helpside.

6. Colorado

- a. PEO intends to assign Covered Employees to Client on a long-term basis and not reassign Covered Employees to a series of limited-term assignments.
- b. PEO reserves a right of direction and control over Covered Employees.
- c. PEO reserves a right to set Covered Employees' rate of pay and to pay Covered Employees from its own accounts.
- d. PEO reserves a right to hire, discipline, terminate, and reassign Covered Employees.

7. Connecticut

- a. PEO (i) assumes responsibility for the payment of wages and salaries to each Covered Employee and for withholding, collecting, reporting, and remittance of payroll-related and unemployment taxes; and (ii) for making payments for employee benefits for Covered Employees under the Agreement (if any).
- b. Client is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Client's business; (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Client; and (iii) the acts, errors, or omissions of Client or any Covered Employee with respect to the business activities of Client.
- c. A Covered Employee is not, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment agreement, insurance contract or bond.
- d. To the extent Client wants to pay Covered Employees on a different frequency than permitted under applicable law (i.e., weekly or bi-weekly), Client is solely responsible to obtain the required approval from the Connecticut Department of Labor.

8. District of Columbia

- a. Client will provide paid sick leave to Covered Employees to the full extent required by District of Columbia's Accrued Sick and Safe Leave Act (ASSL), with or without consulting assistance from PEO.
- b. If Client requests that PEO make any payments to or for the benefit of Client or any Covered Employee or perform any other act required under the ASSL, such request shall be in writing, and Client expressly agrees to pay any associated additional fees or costs in accordance with the terms of this Agreement.
- c. Client shall upon the Effective Date of the Agreement, reimburse PEO for all fees and expenses incurred by PEO in paying such outstanding amounts. Such reimbursement shall include, but not limited to, any owed contributions, administrative assessments, penalties and/or interest imposed by the DES against Client's unemployment account.

9. Florida

- a. PEO assumes such responsibility for the payment of wages to the Covered Employees without regard to payments by Client to PEO as is required by applicable law. In the event Client does not pay PEO for all services rendered, PEO may pay Covered Employees at the minimum wage rate or minimum salary provided for in the Fair Labor Standards Act and pursuant to Florida law. This provision in no way affects the obligation of Client to pay PEO for all services rendered and in no way affects the obligations of Client pursuant to local, state and federal law, including but not limited to the requirement to timely pay all Covered Employees their regular rate of pay through PEO (or directly, if otherwise required by law).

Notwithstanding anything to the contrary, unless otherwise required by law, the term "wages," pursuant to Florida Administrative Code Section 61G7-6.001, does not include any obligation on the part of PEO to assume any contractual obligation which may exist between Client and any Covered Employee, or any other compensation or benefit, in any form and does not include any obligation between Client and any Covered Employee for payments beyond or in addition to the Covered Employee's salary, draw, or regular rate of pay unless PEO specifically adopts such obligations by way of a written agreement entered into with the Covered Employee and signed by a Controlling Person of PEO. The parties agree that as of the Effective Date of this Agreement, PEO has not entered into any such written agreement with any Covered Employee and has not assumed any of the aforementioned obligations of Client as set forth in this Section. In this regard, PEO does not assume responsibility for payment of bonuses, commissions, severance pay, deferred compensation, any other compensation or benefit in any form, profit sharing, vacation pay, sick leave, or other paid time off pay, or for any other payment not required by law, where payment for such items has not been received by PEO from Client and PEO assumes no contractual obligation which may exist between Client and any Covered Employee. PEO reserves a right of direction and control over Covered Employees. Client maintains such direction and control over the Covered Employees as is necessary to conduct Client's business and without which Client would be unable to conduct its business, discharge any fiduciary responsibility which it may have, or comply with any applicable licensure, regulatory, or statutory requirement of Client.

- b. PEO shall prepare and distribute payroll disbursements to Covered Employees, make the appropriate payroll deductions and collection of taxes, file the appropriate reports and make payment to proper governmental authorities for federal, state, and local income taxes, Social Security tax, federal and state unemployment insurance taxes and any other local, state or federal tax directly attributed to the employment of the Covered Employees. PEO shall maintain necessary records and comply with reporting procedures and PEO assumes full responsibility for the payment of payroll taxes and collection of taxes from payroll on Covered Employees regarding payroll reported to and paid by PEO.
- c. PEO shall secure workers' compensation coverage in such amounts as is required by applicable law. This will be accomplished by way of a workers' compensation policy issued to PEO by a carrier admitted to issue such policies in the State of Florida. PEO assumes full responsibility for the withholding and remittance of payroll-related taxes for Covered Employees.
- d. PEO reserves such right of direction and control over Covered Employees and shall retain such authority to hire, terminate, discipline, and reassign Covered Employees as may be necessary to fulfill PEO's obligations under Florida law. Client shall, however, retain such sufficient direction and control over the Covered Employees as is necessary to conduct Client's business and without which Client would be unable to conduct its business, discharge any fiduciary responsibility that it may have, or comply with any applicable licensure, regulatory, or statutory requirement of Client. Additionally, to the extent not prohibited by applicable law and Florida Administrative Code Section 61G7-6.001, Client will exercise the assignment of performing such rights and authority to allow Client to exercise sole and exclusive control over the day-to-day job duties of all Covered Employees and sole and exclusive control over the job site at which, or from which, Covered Employees perform their services. Client expressly absolves PEO of control over the day-to-day job duties of the Covered Employees and over the job site at which, or from which, Covered Employees perform their services. Additionally, Client and not PEO, shall have the right to control the manner, means, and details of the work performed by the Covered Employees. In this regard, authority to change Covered Employees' employment and working conditions, the services provided by Covered Employees, the tools and equipment used by Covered Employees, and the ability to determine Covered Employees' rate and method of pay are all the responsibility of Client. The parties acknowledge and agree that any retention of any right of direction and control and any right to hire, terminate, discipline, and reassign the Covered Employees by PEO, to the extent not prohibited by applicable law, does not require the actual exercise of such authority, responsibilities or rights by PEO. PEO only reserves and retains such rights, responsibilities, and authority as is required by applicable law and employment responsibilities not those of PEO pursuant to this Service Agreement or applicable law shall remain with Client. The Client has the right to accept or cancel the assignment of any Covered Employee. PEO retains authority to hire, terminate, discipline, and reassign the Covered Employees, to the extent necessary to fulfill PEO's obligations under State law. Client retains the right to accept or cancel the assignment of any Covered Employee.

- e. PEO retains such right of direction and control over management of safety, risk, and hazard control at the worksite or sites affecting its Covered Employees, including, with regard to Covered Employees: such responsibility for performing safety inspections of Client equipment and premises; such responsibility for the promulgation and administration of employment and safety policies; and such responsibility for the management of workers' compensation claims, claims filings, and related procedures, as is required by Florida law. Notwithstanding this provision, to the extent not prohibited by Florida law and Florida Administrative Code Section 61G7-6.001, Client has contractually undertaken the assignment of performing such rights and responsibilities so as to allow Client to exercise sole and exclusive direction and control over the following: the management of safety, risk, and hazard control at the worksite or sites affecting Covered Employees, including responsibility for performing safety inspections of Client equipment and premises; and responsibility for the promulgation and administration of employment and safety policies. Client agrees that PEO, as a professional employer organization, has no presence at any Client worksite(s) and cannot and is not warranting the safety of Client's business and worksite(s) and Client expressly waives any claim against any PEO Indemnified Party based on any safety, risk or hazard issue at Client's worksite(s). Client acknowledges that PEO, in either providing or not providing such assistance and responsibility as set forth in this Addendum Section assumes no liability and no responsibility regarding safety issues at Client's worksite(s). While PEO shall retain such right of direction and control over the management of safety, risk and hazard control involving Covered Employees performing work at Client worksite(s), as is required by applicable law, compliance with all applicable laws related to such matters is a responsibility of Client. Additionally, PEO shall not be liable for any workers' compensation claim from any employee of Client or from anyone else who is not a Covered Employee. Also, unless otherwise required by law, PEO shall not be liable for any workers' compensation claim from any employee of Client, when Client is maintaining its own workers' compensation policy. PEO retains a right of direction and control over management of safety, risk, and hazard control at the worksite or sites affecting the Covered Employees, including: (1) responsibility for performing safety inspections of Client's equipment and premises; (2) responsibility for the promulgation and administration of employment and safety policies; and (3) responsibility for the management of workers' compensation claims, the filings thereof, and procedures related thereto.
- f. PEO and Client shall each notify, in writing, all Covered Employees of the inception and termination of this Service Agreement. PEO and its assigns retain a right to conduct an annual onsite physical examination of Client to conduct audits of workers' compensation classifications and payroll amounts of Covered Employees.
- g. Upon any request by PEO or its assigns, and at least annually, Client shall allow an on-site physical examination of such books, records, documents and other information sources deemed appropriate by PEO and/or its assigns to aid PEO and/or its assigns in the determination of proper workers' compensation classifications of Covered Employees and to aid in the determination of payroll amounts paid to such Covered Employees to the extent set forth in Section 440.381, Florida Statutes, and the rules promulgated thereunder. Such examination shall be strictly for the purposes of determining proper workers' compensation classifications of Covered Employees and to aid in the determination of payroll amounts paid to such Covered Employees. Client shall remain obligated to PEO for any misclassification, delinquency and/or unpaid premium amount found in the audit. This provision shall survive the expiration or other termination of this Service Agreement.
- h. PEO does not assume any responsibility for and makes no assurances, warranties, or guarantees as to the ability or competence of any Covered Employee. This Agreement in no way alters any responsibilities of Client which arise from Section 768.096, Florida Statutes, and Client assumes all responsibilities pursuant to Section 768.096, including, but not limited to, responsibility to perform any and all work history, reference checks and background checks on Covered Employees, including driving record and accident record background checks.
- i. Client shall immediately report to PEO all complaints, allegations or incidents of any tortious misconduct or workplace safety violations, regardless of the source. Client shall provide to PEO complete and accurate disclosure of all circumstances surrounding such matters.

- j. To the extent allowed by law, all obligations placed upon an employer by applicable law, or by Client's decision, to verify the eligibility of an individual for employment through the E-Verify system operated by the United States Department of Homeland Security ("E-Verify system") or any successor program and to in any manner utilize the E-Verify system, including the obligation to comply with Section 448.095, Florida Statutes, are retained solely and exclusively by Client. This includes, but is not limited to, the obligation of Client, and not PEO, to verify the employment eligibility of any new employee of Client whether or not in a PEO relationship, by utilizing the E-Verify system. In addition, to the extent allowed by law, Client is solely and exclusively responsible to properly obtain and to maintain all supporting E-Verify documentation and to certify to the State of Florida Client's compliance with Section 448.095, Florida Statutes. Any fines or other penalties resulting from Client's failure to follow proper immigration, I-9, or E-Verify obligations, procedures and processes shall be Client's sole responsibility.

10. Georgia

- a. PEO is a Professional Employer Organization, as that term is defined under Georgia Code Sections 34-8-32 and 34-7-6. As such, PEO: (i) assumes responsibility for payment of the wages of Covered Employees, and for the withholding and payment of payroll taxes; and (ii) reserves a right of direction and control over Covered Employees.
- b. Client is considered to be the sole employer of Covered Employees for licensing purposes.

11. Hawaii

- a. Pursuant to Hawaii Revised Statute §373L-1 and §373L-6, PEO will serve as the employer of record during the term of this Agreement for purposes of complying with all laws relating to unemployment insurance, workers' compensation, temporary disability insurance, and prepaid health care coverage.
- b. Client retains the exclusive right to direct and control Covered Employees as necessary to conduct Client's business, discharge Client's fiduciary responsibilities, and comply with the licensure requirements that apply to Covered Employees.
- c. Client is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Client's business; (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Client; and (iii) the acts, errors, or omissions of Client or any Covered Employee with respect to the business activities of Client.

12. Idaho

- a. Pursuant to the Idaho Professional Employer Recognition Act Section 44-2405, PEO: (i) reserves a right of direction and control over Covered Employees; (ii) assumes responsibility for the withholding and remittance of payroll-related taxes and employee benefits from its own accounts, as long as the Agreement remains in force; and (iii) retains authority to hire, terminate, discipline, and reassign Covered Employees.
- b. Client retains such sufficient direction and control over Covered Employees as is necessary to conduct Client's business and without which Client would be unable to conduct its business, discharge any fiduciary responsibility which it may have, or comply with any applicable licensure, regulatory or statutory requirement of Client.
- c. Client retains the right to accept or cancel the assignment of any Covered Employee.
- d. A Covered Employee is not, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment agreement, insurance contract or bond.

13. Illinois

- a. Client will provide to PEO Client's unemployment insurance account number, a general description of Client's business and business locations, and a power of attorney with respect to client identity reports to the Department of Employment Security, in accordance with state law.
- b. PEO in conjunction with Client: (i) retains a right of direction and control over Covered Employees; and (ii) retains a right to hire and terminate Covered Employees; and PEO assumes responsibility for the withholding and remittance of payroll-related taxes and employee benefits from its own accounts.

14. **Indiana**

- a. Pursuant to Indiana Statute §27-16-7-2, PEO assumes responsibility for: (i) payment of wages to Covered Employees; (ii) withholding, collection, reporting, and remittance of payroll related and unemployment taxes; and (iii) making payments for employee benefits for Covered Employees (if any).
- b. PEO may exercise and enforce only the rights and is obligated to perform only the duties and responsibilities that are required of PEO or specifically allocated to PEO under state law and this Agreement.
- c. Client retains the exclusive right to direct and control Covered Employees as necessary to: (i) conduct Client's business; (ii) discharge Client's fiduciary responsibilities; and (iii) comply with licensure requirements that apply to Client or Covered Employees.
- d. At or after termination of this Agreement, PEO will provide to Client, if requested, records regarding the loss experience related to workers' compensation insurance provided to Covered Employees under this Agreement.
- e. PEO is not responsible for an obligation between Client and a Covered Employee for payments in addition to Covered Employee's salary, draw, or regular rate of pay, including bonuses, commissions, severance pay, deferred compensation, profit sharing, or vacation, sick, or other paid time off unless expressly agreed to in this Agreement.
- f. Client is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Client's business; (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Client; and (iii) the acts, errors, or omissions of Client or any Covered Employee with respect to the business activities of Client.

15. **Kansas**

- a. Pursuant to the Kansas Professional Employer Organization Registration Act ("Act"), K.S.A. 44-1707, PEO (i) assumes responsibility for the payment of wages to Covered Employees and the withholding and remittance of payroll-related taxes; (ii) assumes responsibility to make payments for employee benefits for Covered Employees under the Agreement (if any); and (iii) retains a right to hire, terminate, and discipline Covered Employees only as necessary to fulfill PEO's responsibilities under this Agreement and state law.
- b. Client is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship, including the right to hire, discipline, and terminate a Covered Employee.
- c. PEO is entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required by state law or set forth in the Agreement. The rights, duties, and obligations of PEO as co-employer with respect to any Covered Employee are limited to those arising under the Agreement and state law during the term of co-employment by PEO of the Covered Employee.
- d. Client is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Client's business; (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Client; and (iii) the acts, errors, or omissions of Client or any Covered Employee with respect to the business activities of Client.

- e. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment agreement, insurance contract or bond.
- f. PEO will provide, and Client will post, in a conspicuous place at Client's worksite, a notice to Covered Employees informing them of the general nature of the co-employment relationship between PEO and Client, as well as any other notices required by state law relating to unemployment compensation and minimum wages.

16. Kentucky

- a. Pursuant to Kentucky Revised Statute Section 336.242, PEO: (i) assumes responsibility for the payment of wages to Covered Employees; (ii) withhold, collect, report and remit payroll and unemployment taxes; (iii) assumes responsibility to make payments for employee benefits for Covered Employees under the Agreement (if any); and (iv) retains a right to hire, discipline, and terminate Covered Employees as may be necessary to fulfill the professional employer organization's responsibilities under Kentucky Revised Statute Sections 336.230 to 336.250, and PEO's responsibilities under the Agreement.
- b. Client retains the exclusive right to direct and control Covered Employees as is necessary to conduct its business, to discharge any of its fiduciary responsibilities, and to comply with any applicable licensure requirements.
- c. PEO shall not be liable for the acts, errors or omissions of a client or of any assigned worker acting under the direction and control of a Client.
- d. Client is solely responsible for: (i) workplace safety and for the quality and adequacy of the goods and services produced or sold in Client's business; (ii) directing, supervising, training, retaining, and controlling the work of the Covered Employees with respect to the business activities of Client and solely responsible for the acts, errors, or omissions of the Covered Employees with regard to these activities.
- e. Covered Employees are not, solely as a result of being Covered Employees of the PEO, employees of the PEO for the purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or liquor liability insurance carried by the PEO.

17. Louisiana

- a. Pursuant to the Louisiana Professional Employer Act, Revised Statutes, Sections 22:1741-1751 (Part VII—Professional Employer Organizations), and Sections 23:1761-1769 (Part XII—Professional Employer Organizations), PEO (i) assumes responsibility for the payment of wages to Covered Employees and the withholding and remittance of payroll-related taxes; and (ii) retains a right to hire, terminate, and discipline Covered Employees.
- b. Client retains control over its business enterprise and exercises direction and control of Covered Employees as to the manner and method of work done in furtherance of Client's business.
- c. To the extent any Covered Employees are providing services to Client in Louisiana, this Agreement is executed between PEO and Client subject to the provisions of Sections 23:1761-1769 (Part XII—Professional Employer Organizations), and 22:1741-1751 (Part VII—Professional Employer Organizations) of the Louisiana Revised Statutes, and the Parties intend for this Agreement to be ongoing, rather than temporary.

18. Maine

- a. As required by Maine Revised Statute Title 32, Chapter 125 Sections 14051 and 14055(5):

- i. Client is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship, including the right to hire, discipline, and terminate a Covered Employee.
- ii. PEO is entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required by state law or set forth in the Agreement.
- iii. Only to the extent required by state law in order to provide the services contemplated by this Agreement, and for no other purpose express or implied, PEO reserves a right of direction and control over each Covered Employee.
- iv. Client may report any complaints regarding PEO to the Bureau of Consumer Credit Protection.

19. **Maryland**

- a. PEO (i) assumes responsibility for the payment of wages to Covered Employees and the withholding and remittance of payroll-related taxes, including payment of wages to Covered Employees from its own accounts; and (ii) reserves a right to hire, assign, discipline, terminate, and reassign Covered Employees.

20. **Massachusetts**

- a. Client will notify the Massachusetts Department of Unemployment Assistance of the commencement of the PEO relationship at least sixty (60) days prior to the next due date for the payment of unemployment insurance contributions in accordance with 430 Mass. Code Regs. section 5.10, and thereafter provide proof of proper notice to PEO.
- b. PEO shall have a right to hire and terminate Covered Employees, but only to the extent necessary to fulfill PEO's responsibilities as set forth in this Agreement or pursuant to Mass. Gen. Laws, Ch. 149, sections 192 to 203, inclusive, and Client shall have the right to hire, discipline, and terminate Covered Employees.
- c. Upon initiation of the PEO relationship, PEO shall provide, and Client will post in a conspicuous location at Client's worksite, a notice to Covered Employees informing them of the general nature of the co-employment relationship between PEO and Client, as required under Mass. Gen. Laws, Ch. 149, section 197(c).
- d. Upon termination of the PEO relationship, PEO shall provide Covered Employees with written notice of the termination of the PEO relationship, as required under Mass. Gen. Laws, Ch. 149, section 197(d).
- e. Client retains control over its business enterprise and exercises direction and control of Covered Employees as to the manner and method of work done in furtherance of Client's business.
- f. Client is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Client's business; and (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Client.
- g. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment agreement, insurance contract or bond.
- h. Client is considered to be the sole employer of Covered Employees for licensing purposes.
- i. Client will cooperate with PEO to post required notice in Client's workplace regarding the general nature of the relationship between PEO and Client, as required under 454 Code of Mass. Regs., section 30.06.

21. **Michigan**

- a. Pursuant to the Michigan Professional Employer Organization Regulatory Act ("Act"), Michigan Compiled Law Section 338.3737, PEO (i) assumes responsibility for the payment of wages to Covered Employees

and the withholding, collecting, reporting, and remittance of payroll-related taxes; (ii) assumes responsibility to make payments for employee benefits for Covered Employees under the Agreement (if any); and (iii) retains a right to hire, promote, reassign, terminate, and discipline Covered Employees. Client may also hire, promote, terminate, reassign, and discipline Covered Employees.

- b. Both PEO and Client agree to comply with the Michigan Worker's Disability Compensation Act of 1969.
- c. Pursuant to the Michigan Professional Employer Organization Regulatory Act ("Act"), Michigan Compiled Law Section 338.3739, Client is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Client's business; and (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Client.
- d. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment agreement, insurance contract or bond.
- e. Pursuant to Michigan Administrative Code Section 421.190, Client acknowledges that neither PEO, nor any individual owner of PEO, has an ownership interest of more than 20% in Client, if any, nor does PEO have direct or indirect control over Client, including any Client subsidiaries or affiliates, Client does not have more than a 20% ownership interest in PEO, if any.

22. Missouri

- a. Pursuant to Missouri Professional Employer Organization Act, Section 285.730, Client retains the exclusive right to direct and control Covered Employees as is necessary to conduct Client's business, to discharge any of Client's fiduciary responsibilities, or to comply with any licensure requirements applicable to Client or to Covered Employees.
- b. PEO shall be entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required under Sections 285.700 to 285.750 or set forth in the Agreement.
- c. As provided by Missouri Professional Employer Organization Act, Section 285.730, PEO: (i) assumes responsibility for paying wages to Covered Employee; (ii) assumes responsibility to withhold, collect, report, and remit payroll-related and employment taxes; and (iii) assumes responsibility to make payments for employee benefits for Covered Employees under the Agreement (if any).
- d. PEO shall have a right to hire and terminate Covered Employees, but only to the extent necessary to fulfill PEO's responsibilities as set forth in this Agreement or pursuant to Missouri Professional Employer Organization Act, Sections 285.700 to 285.750, inclusive, and Client shall have the right to hire, discipline, and terminate Covered Employees.
- e. Client shall be solely responsible for: (i) the quality, adequacy, or safety of the goods or services produced or sold in Client's business; and (ii) directing, supervising, training, and controlling the work of the Covered Employees with respect to the business activities of Client and solely responsible for the acts, errors, or omissions of the Covered Employees with regard to such activities.
- f. A Covered Employee is not, solely as the result of being a covered employee of PEO, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability that is not covered by workers' compensation, or liquor liability insurance carried by PEO, unless the Covered Employees are included by specific reference in the professional employer agreement and applicable prearranged employment contract, insurance contract, or bond.

23. Montana

- a. Pursuant to the Montana Professional Employer Organizations and Groups Licensing Act, MCL § 39-8-207, PEO (i) reserves a right of direction and control over Covered Employees; (ii) assumes responsibility for the payment of wages to Covered Employees, workers' compensation premiums, payroll-related taxes,

and employee benefits (if any) from its own accounts without regard to payment by Client to PEO; and (iii) retains authority to hire, terminate, discipline, and reassign Covered Employees.

- b. Client retains sufficient direction or control over Covered Employees as is necessary to conduct its business and without which Client would be unable to conduct its business, discharge its fiduciary responsibilities, or comply with state licensing laws.
- c. Client will have the right to accept or cancel the assignment of a Covered Employee.
- d. Client is solely responsible for compliance with the Montana Safety Culture Act, Title 39, chapter 71, part 15.
- e. Client is solely responsible for compliance with Montana's Wrongful Discharge from Employment Act, MT Code Section 39-2-901, *et seq.* (WDFEA), and a Covered Employee's employment status with Client, under the WDFEA does not alter Covered Employee's status with PEO.
- f. With respect to Covered Employees, Client shares joint and several liability for any wages, workers' compensation premiums, and payroll-related taxes and for any benefits left unpaid by PEO. In the event that PEO's PEO license is suspended or revoked, this liability is retroactive to Client's entering into this Agreement.

24. **Nebraska**

- a. Pursuant to Nebraska Revised Statute §48-2701, *et seq.* of the Nebraska Professional Employer Organization Registration Act, PEO: (i) assumes responsibility for the payment of wages to Covered Employees and the withholding, collecting, reporting, and remittance of payroll-related taxes; (ii) assumes responsibility to make payments for employee benefits for Covered Employees under the Agreement (if any); and (iii) retains a right to hire, terminate, and discipline Covered Employees only as necessary to fulfill PEO's responsibilities under this Agreement and state law.
- b. Client represents and warrants that a majority of Client's employees who provide services to Client in Nebraska are co-employed under this Agreement.
- c. Client is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship.
- d. PEO is entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required by state law or set forth in the Agreement. The rights, duties, and obligations of PEO as co-employer with respect to any Covered Employee are limited to those arising under the Agreement and state law during the term of co-employment by PEO of the Covered Employee.
- e. Client retains the exclusive right to direct and control Covered Employees as is necessary to conduct its business, to discharge any of its fiduciary responsibilities, and to comply with any applicable licensure requirements.
- f. Client is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Client's business; and (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Client.
- g. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment agreement, insurance contract or bond.
- h. PEO will provide, and Client will post, in a conspicuous place at Client's worksite, a notice to Covered Employees informing them of the general nature of the co-employment relationship between PEO and Client, as well as any other notices required by state law relating to unemployment compensation and minimum wages.

25. Nevada

- a. Pursuant to Nevada Revised Statute, 616B.692, in relation to workers' compensation coverage Client understands that (i) coverage for workers' compensation provided under this Agreement does not take effect until effective date designated on the policy; and (ii) while the workers' compensation coverage provided under this Agreement remains in effect, PEO will pay all required premiums, including without limitation, any adjustments or assessments, and is entitled to any refund of premiums.
- b. Except as provided by this Agreement and by state law, all services provided under this Agreement by PEO will cease immediately on the effective date of any termination under this Agreement.
- c. Client acknowledges that the insurer from whom PEO obtains the policy of workers' compensation insurance has the right to inspect the premises and records of Client.
- d. The loss experience of Client will continue to be reported in the name of Client to the Nevada Commissioner of Insurance and is available to subsequent insurers upon request.
- e. The policy of workers' compensation insurance covers only those employees acknowledged in writing by PEO to be employees of PEO who are being leased to Client.
- f. Client is responsible at all times for providing coverage for workers' compensation for any employees of Client who are not Covered Employees under this Agreement. Client must provide satisfactory evidence of this required coverage to the insurer from whom the policy of workers' compensation insurance is obtained by PEO.

26. New Hampshire

- a. PEO and Client shall comply with and divide employment responsibilities as set forth in NHRSA § 277-B:9I and II.
- b. To the extent Client wants to pay Covered Employees on a different frequency than permitted under applicable law (i.e., weekly or bi-weekly), Client is solely responsible to obtain the required approval from the New Hampshire Department of Labor.

27. New Jersey

- a. Pursuant to N.J.S.A. section 34:8-68, PEO: (i) reserves a right of direction and control over each Covered Employee; (ii) assumes responsibility for the payment of wages to each Covered Employee without regard to payments by Client to PEO (except that this subsection will not affect Client's obligations with respect to the payment of wages to covered employees; (iii) assumes responsibility for the payment of payroll taxes and collection of taxes from payroll on each Covered Employee; (iv) retains authority to hire, terminate, discipline, and reassign each Covered Employee; (v) except in relation to newly established business entities, will hire its initial employee complement from among employees of Client at the time of execution of this Agreement at comparable terms and conditions of employment as are in existence at Client at the time of execution of this Agreement and as designated by Client; and (vii) will provide workers' compensation insurance for Covered Employees.
- b. The right of direction and control over management of safety, risk and hazard control of the work site including responsibility for performing safety inspections of Client equipment and premises, and responsibility for promulgation and administration of employment and safety policies shall be allocated to Client. Client and PEO each have responsibility for the management of workers compensation claims and filings.
- c. Throughout the term of this Agreement Covered Employees are considered employees of both PEO and Client and upon the termination of this Agreement, Covered Employees will be considered employees of Client.

- d. Client will continue to honor and abide by the terms of any applicable collective bargaining agreements, and upon expiration thereof, any obligations of Client to bargain in good faith in connection with such collective bargaining agreements is not affected in any manner by the Agreement.
- e. Client is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Client's business; and (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Client.
- f. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability, which is not covered by workers' compensation, or other liability insurance carried by PEO.
- g. In compliance with N.J.S.A. section 34:8-68(a)(8), if Client and PEO have agreed in writing that Client will assume responsibility for providing workers' compensation insurance for Covered Employees, Client will cooperate with PEO in providing documents and information needed for PEO to provide the required notice of such election and proof of coverage to the New Jersey Department of Labor and Workforce Development. Additionally, Client shall provide a copy of the written agreement to the carrier that issued the policy.
- h. Pursuant to N.J.S.A. section 34:8-74, with respect to Covered Employees employed in the State of New Jersey, PEO shall calculate the unemployment benefit experience contribution rates and temporary disability contribution rates with respect to such Covered Employees upon the inception and termination of this Agreement in accordance with the following method:
 - 1. Calculation of Unemployment Benefit Experience. Upon the effective date of this Agreement, PEO shall report wages and pay contributions for Covered Employees who work in the State of New Jersey ("PEO NJ Covered Employees") pursuant to the "Unemployment Compensation Law," N.J.S.A. section 43:21-1 *et seq.*, based on the benefit experience assigned to PEO under N.J.S.A. section 43:21-7. With respect to any employee of Client working in the State of New Jersey who is not co-employed by PEO ("Client NJ Employee"), Client shall continue to report wages and pay contributions for Client NJ Employees using Client's contribution rate based on the benefit experience assigned to Client under N.J.S.A. section 43:21-7.
 - 2. Pursuant to N.J.S.A. section 34:8-73, upon a termination of this Agreement by Client or PEO ("Termination"), if the PEO NJ Covered Employees have been co-employed for less than two full calendar years, PEO shall provide to the New Jersey Department of Labor ("NJDOL") the data required by the NJDOL to calculate the benefit experience associated with the PEO NJ Covered Employees to the extent required by applicable law. The NJDOL shall combine that benefit experience with Client's existing benefit experience to determine Client's new rate as of the following July 1st. Client shall continue to use PEO's contribution rate for the period beginning on the date of the termination of this Agreement and ending the following July 1st; provided, however, that if PEO did not co-employ all employees of Client, Client must use its own contribution rate for the period beginning on the date of the termination of this Agreement and ending the following July 1st.
 - 3. Pursuant to N.J.S.A. section 34:8-73, upon a Termination which occurs after the PEO NJ Covered Employees have been co-employed for at least two full calendar years, Client shall be assigned the rate of a new employer under N.J.S.A. section 43:21-7 until Client is eligible for a rate based on benefit experience pursuant to that section of the "Unemployment Compensation Law" or enters into another professional employer organization agreement; provided, however, that if PEO did not co-employ all employees of Client, the benefit experience associated with that portion of Client's employees that were co-employed by PEO shall not be transferred to Client and shall not be used in the calculation of Client's future contribution rates.
 - 4. Pursuant to N.J.S.A. section 34:8-73, if Client enters into a subsequent professional employer organization agreement with another professional employer organization with respect to the PEO NJ Covered Employees immediately after a Termination, the payroll relative to Client shall be reported and paid at the rate assigned the second professional employer organization.

5. Calculation of Temporary Disability Contribution Rates. For as long as PEO maintains an approved private plan of disability benefits under the "Temporary Disability Benefits Law," Client and PEO are exempt from the requirement to contribute to the New Jersey State Disability Benefits Fund pursuant to N.J.S.A. 43:21-7 with respect to wages paid to the PEO NJ Covered Employees. Client shall instead be required to pay the premium amount established by PEO and its insurance carrier. Upon a Termination, PEO shall provide to the NJDOL the data required thereby to calculate the temporary disability rates of the PEO NJ Covered Employees to the extent required by applicable law. Client remains obligated to contribute to the New Jersey State Disability Fund pursuant to N.J.S.A. 43:21-7 with respect to wages paid to any Client NJ Employees unless Client is subject to an exemption in accordance with applicable law.

28. New York

- a. Client represents and warrants that all or a majority of Client's employees who provide services for Client are covered by the Agreement. Client shall notify PEO within ten (10) days of any changes that result in a failure to meet this requirement. PEO agrees to co-employ all or a majority of Client's employees who provide services for Client in New York.
- b. Pursuant to §922 of the New York Professional Employer Act, PEO: (i) reserves a right of direction and control over Covered Employees (Client maintains such direction and control over Covered Employees as is necessary to conduct Client's business and without which Client would be unable to conduct its business, discharge any fiduciary responsibility which it may have, or comply with any applicable licensure, regulatory, or statutory requirement of Client); (ii) assumes responsibility for the withholding and remittance of payroll-related taxes and employee benefits for Covered Employees and for which PEO has contractually assumed responsibility from its own accounts, during the term of the Agreement; (iii) retains authority to hire, terminate and discipline Covered Employees, to the extent necessary to fulfill PEO's obligations under state law; and (iv) will be considered an employer for the purposes of withholding state income taxes for Covered Employees.
- c. Client is solely responsible for compliance with the requirements of Section 195.1 of the New York State Labor Laws, and Client shall ensure that all Covered Employees provide written acknowledgement of receipt of the Notice and Acknowledgement of Pay Rate and Payday Under Section 195.1 of the New York State Labor Laws, as required by applicable law, including utilizing a template prepared by the Commissioner of the New York State Department of Labor, and Client shall maintain records of such acknowledgements.
- d. Client shall notify all Covered Employees, in writing, of any change(s) to the wage payment information provided in the Notice and Acknowledgement of Pay Rate and Payday under Section 195.1, at least seven (7) calendar days prior to the time of such change(s). Additionally, notification of such change(s) shall be supplied by Client, in writing, to PEO at least twenty-one (21) calendar days prior to the implementation of such change(s).
- e. Client shall notify Covered Employees in writing or by publicly posting Client's policies regarding sick leave, vacation leave, personal leave, holidays, and hours.

29. North Carolina

- a. Pursuant to North Carolina Professional Employer Organization Act, §58-89A-100, PEO: (i) reserves a right of direction and control over Covered Employees; (ii) assumes responsibility for the payment of wages to Covered Employees and for the collection and remittance of payroll taxes of Covered Employees; (iii) retains authority to hire, terminate, and discipline Covered Employees; and (iv) retains a right of direction or control over the adoption of employment policies and the management of workers' compensation claims, claim filings, and related procedures in accordance with applicable federal and state laws.
- b. Client retains sufficient direction or control over Covered Employees as necessary to conduct its business and without which Client would be unable to conduct its business, discharge its fiduciary responsibilities, or comply with any applicable licensure, regulatory, or statutory requirement it may have.

- c. Any employment responsibilities not specifically allocated to PEO under state law or under this Agreement will remain with Client.
- d. Upon termination of this Agreement, PEO will provide to Client, if requested, records regarding the loss experience related to workers' compensation insurance provided to Covered Employees.
- e. Client represents and warrants that it does not owe its current or prior workers' compensation carrier any premium for workers' compensation insurance, nor does Client owe its current or prior professional employer organization ("PEO") any amounts due under any PEO agreement, except for premiums or amounts due that are subject to dispute. Client further certifies that Client has met any and all prior premium or fee obligations.

30. North Dakota

- a. PEO (i) retains a right to hire, discipline, and terminate Covered Employees; (ii) will pay wages to any Covered Employee and will withhold, collect, report, and remit payroll-related and unemployment taxes on such wages; and (iii) will make payments for employee benefits for Covered Employees (if any).
- b. Nothing in this Agreement will (i) diminish, abolish, or remove any right of a Covered Employee to Client or obligation of Client to a Covered Employee existing before the effective date of the Agreement; or (ii) affect, modify, or amend any contractual relationship or restrictive covenant between a Covered Employee and Client in effect at the time this Agreement becomes effective or prohibit or amend a contractual relationship or restrictive covenant that is entered subsequently between Client and a Covered Employee.
- c. Client retains the exclusive right to direct and control any Covered Employee as is necessary to conduct Client's business, to discharge any of Client's fiduciary responsibilities, or to comply with any licensure requirements applicable to Client or to a Covered Employee. Client is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship, including the right to hire, discipline, and terminate a Covered Employee.
- d. PEO is entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required by state law or set forth in the Agreement. The rights, duties, and obligations of PEO as co-employer with respect to any Covered Employee are limited to those arising under the Agreement and state law during the term of co-employment by PEO of the Covered Employee.
- e. Client will accurately report all wages of a Covered Employee to PEO.
- f. Client is solely responsible for the quality, adequacy, and safety of the goods or services produced or sold in Client's business.
- g. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability, which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment agreement, insurance contract or bond.

31. Ohio

- a. Client will establish and maintain a separate active workers' compensation account with the Ohio Bureau of Workers' Compensation, as required by state law.
- b. Client will cooperate with PEO with respect to PEO's duty under state law to (i) maintain a record of workers' compensation claims for Client; and (ii) maintain records separately listing the manual classifications of Client and the payroll reported to each manual classification for each payroll reporting period while this Agreement remains in effect.
- c. To the extent required under applicable Ohio law, the initial term of the Agreement is for twelve months.

32. Oklahoma

- a. Pursuant to §40-600.7(C) of the Oklahoma Professional Employer Organization Recognition and Registration Act, PEO (i) reserves a right of direction and control over Covered Employees; (ii) retains a right to hire, discipline, and terminate a Covered Employee; (iii) will pay wages to any Covered Employee and will withhold, collect, report, and remit payroll-related and unemployment taxes on such wages; and (iv) will make payments for employee benefits for Covered Employees (if any).
- b. Client retains sufficient direction or control as necessary to conduct its business and without which Client would be unable to conduct its business, discharge fiduciary responsibilities, or comply with any applicable licensure requirements it may have.
- c. Upon termination of this Agreement, PEO will provide to Client, if requested, records regarding the premiums and loss experience related to workers' compensation insurance provided to Covered Employees.

33. Oregon

- a. Only to the extent required by state law in order to provide the services contemplated by this Agreement, and for no other purpose express or implied, PEO reserves a right to ensure that Client provides adequate training, supervision, and instruction to Covered Employees to meet state law requirements. Client likewise agrees to provide adequate training, supervision, and instruction to Covered Employees to meet state law requirements.
- b. Client will cooperate fully with PEO in completing and filing a Worker's and Employer's Report of Occupational Injury or Disease (DCBS Form 801) in connection with any injuries to Covered Employees, as required under state law.

34. Pennsylvania

- a. Pursuant to Section 933.301(b) of the Pennsylvania Employer Organization Act, 43 PA. CONS. STAT. 933.101, *et. seq.*, PEO: (i) will have responsibility to pay wages to Covered Employees; (ii) will have responsibility to withhold, collect, report and remit payroll-related taxes and may remit unemployment taxes in accordance with state law; and (iii) will have responsibility to make payments for employee benefits for Covered Employees under the Agreement (if any). As used in this subsection, the term "wages" does not include any obligation between Client and a Covered Employee for payments beyond or in addition to Covered Employee's salary, draw or regular rate of pay, such as bonuses, commissions, severance pay, deferred compensation, profit sharing or vacation, sick or other paid time off pay. However, nothing in this Agreement or applicable state law will relieve Client from compliance with the state's wage and labor laws.
- b. Client is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship, including the right to hire, discipline, and terminate a Covered Employee.
- c. PEO is entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required by state law or set forth in the Agreement. The rights, duties, and obligations of PEO as co-employer with respect to any Covered Employee are limited to those arising under the Agreement and state law during the term of co-employment by PEO of the Covered Employee.
- d. Client retains the exclusive right to direct and control any Covered Employee as is necessary to conduct Client's business, to discharge any of Client's fiduciary responsibilities, or to comply with any licensure requirements applicable to Client or to a Covered Employee.
- e. PEO has the right to hire, discipline, and terminate a Covered Employee as may be necessary to fulfill PEO's responsibilities under state law and the Agreement.
- f. Nothing in the Agreement, including this Addendum shall relieve Client from its obligation to be in compliance with Pennsylvania's wage and labor laws, including the act of May 13, 1915 (P.L.286, No.177), known as the Child Labor Law, the act of August 15, 1961 (P.L.987, No.442), known as the Pennsylvania Prevailing Wage Act, the act of July 14, 1961 (P.L.637, No.329), known as the Wage Payment and

Collection Law, and the act of January 17, 1968 (P.L.11, No.5), known as The Minimum Wage Act of 1968. If Client is a health care facility as defined in section 2 of the act of October 9, 2008 (P.L.1376, No.102), known as the Prohibition of Excessive Overtime in Health Care Act, Client shall comply with that act.

35. Rhode Island

- a. Pursuant to Rhode Island Statute §5-75-7 of the Rhode Island Professional Employer Organizations Act, PEO: (i) reserves a right of direction and control over Covered Employees; (ii) retains a right to hire, discipline, and terminate Covered Employees as may be necessary to fulfill the PEO's responsibilities under state law and the Agreement; (iii) will have the responsibility to pay wages to Covered Employees and will withhold, collect, report, and remit payroll-related and unemployment taxes on such wages; and (iv) will make payments for employee benefits for Covered Employees (if any).
- b. Client retains sufficient direction and control as necessary to conduct its business and without which Client would be unable to conduct its business, discharge fiduciary responsibilities, or comply with any applicable licensure requirements it may have.
- c. Client is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship.
- d. PEO is entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required by state law or set forth in the Agreement. The rights, duties, and obligations of PEO as co-employer with respect to any Covered Employee are limited to those arising under the Agreement and state law during the term of co-employment by PEO of the Covered Employee.
- e. Client is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Client's business; and (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Client.
- f. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability, which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment agreement, insurance contract or bond.

36. South Carolina

- a. PEO: (i) reserves a right of direction and control over Covered Employees; (ii) retains a right to hire, discipline, terminate, and reassign Covered Employees as may be necessary to fulfill the PEO's responsibilities under state law and the Agreement; (iii) will have the responsibility to pay wages to Covered Employees and will collect and pay payroll taxes on such wages, regardless of payments by Client to PEO; and (iv) retains a right of direction or control over the adoption of employment policies and the management of workers' compensation claims, claim filings, and related procedures on joint agreement by Client and PEO in accordance with applicable federal and state laws.
- b. PEO and Client agree that (i) notice to or acknowledgment of the occurrence of an injury on the party of Client is notice to or knowledge on the part of PEO and its workers' compensation insurer; (ii) for the purposes of state law, the jurisdiction of Client is the jurisdiction of PEO and its workers' compensation insurer; (iii) PEO and its workers' compensation insurer are bound by and subject to the awards, judgments, or decrees rendered against them under state law; and (iv) insolvency, bankruptcy, or discharge in bankruptcy of PEO or Client does not relieve PEO, Client, their respective workers' compensation insurers from payment of compensation for disability or death sustained by a Covered Employee during the life of a workers' compensation insurance policy under this Agreement.
- c. Client will secure and maintain workers' compensation insurance for any of its employees that are not Covered Employees under this Agreement.

- d. Client will comply with the co-employee notice posting requirements under state law.
- e. PEO is licensed and regulated by the South Carolina Department of Consumer Affairs, and any questions or complaints regarding PEO should be directed to the South Carolina Department of Consumer Affairs, PO Box 5757, Columbia, SC 29250, www.consumer.sc.gov, (803) 734-4200.

37. South Dakota

- a. Pursuant to South Dakota Administrative Rule Section 64:06:02:89, PEO assumes the responsibility (i) for the payment of wages, salaries, payroll taxes, payroll deductions, workers' compensation costs, insurance premiums, welfare benefits, and retirement benefits (if any); and (ii) for preparing and filing necessary tax returns and other documents as required by state or federal law.
- b. Client was the employer of Covered Employees prior to the effective date of this Agreement.
- c. Client retains primary control over the hiring, firing, wages rates, salary increases, training, and directing the day-to-day activities of Covered Employees.
- d. If the contractual relationship between PEO and Client is terminated, then the Covered Employee's co-employment relationship with PEO is also terminated.
- e. If a Covered Employee leaves the employment of Client, the co-employment relationship with PEO will also be immediately terminated.
- f. PEO does not manage or direct the operation of Client's business.
- g. At all times, the Agreement and this Addendum shall cover at least seventy-five percent (75%) of Client's full-time or full-time equivalent employees domiciled in South Dakota. If at any time the percentage drops below seventy-five percent (75%) Client agrees to inform PEO immediately.

38. Tennessee

- a. Pursuant to Tennessee Professional Employer Organization Act, §62-43-108, PEO: (i) reserves a right of direction and control over Covered Employees; (ii) retains a right to hire, discipline, and terminate Covered Employees as may be necessary to fulfill the PEO's responsibilities under state law and the Agreement; and (iii) assumes responsibility to pay wages to Covered Employees, to collect and pay payroll taxes on such wages, and to pay for employee benefits under the Agreement (if any), regardless of payments by Client to PEO.
- b. Client retains sufficient direction and control over Covered Employees as is necessary to conduct Client's business, to discharge any of Client's fiduciary responsibilities, or to comply with any licensure requirements applicable to Client or to a Covered Employee. Client is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship, including the right to hire, discipline, and terminate a Covered Employee.
- c. PEO is entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required by state law or set forth in the Agreement. The rights, duties, and obligations of PEO as co-employer with respect to any Covered Employee are limited to those arising under the Agreement and state law during the term of co-employment by PEO of the Covered Employee.
- d. Client is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Client's business; and (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Client.
- e. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability, which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment agreement, insurance contract or bond.

39. Texas

- a. Pursuant to Texas Professional Employer Organization Act, §91.032, PEO: (1) shares with Client the right of direction and control over Covered Employees; (2) assumes responsibility for the payment of wages to Covered Employees without regard to payments by Client to PEO; (3) assumes responsibility for the payment of payroll taxes and collection of taxes from payroll on Covered Employees; (4) shares, with Client the right to hire, fire, discipline, and reassign Covered Employees; and (5) shares with Client the right of direction and control over the adoption of employment and safety policies and the management of workers' compensation claims, claim filings, and related procedures.
- b. Client retains responsibility for: (1) the direction and control of Covered Employees as necessary to conduct Client's business, discharge any applicable fiduciary duty, or comply with any licensure, regulatory, or statutory requirement; (2) all goods and services produced by Client, including those produced or provided by Covered Employees; and (3) the acts, errors, and omissions of Covered Employees.
- c. Client is solely obligated to pay any wages for which: (1) the obligation to pay is created by an agreement, contract, plan, or policy between Client and the Covered Employee; and (2) PEO has not contracted to pay.
- d. Any unresolved complaints concerning PEO or questions concerning the regulation of PEOs may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, Telephone: (512) 463-6599.
- e. Client and PEO each certify that the Agreement and this Addendum meet the requirements and conditions set forth in Title 34, Texas Administrative Code, Part 1, Chapter 3, Subchapter O, Rule §3.364 and that both PEO and Client will retain a copy of this certification in their respective files.

40. Utah

- a. Pursuant to §31A-40-202 of the Utah Professional Employer Organization Licensing Act, PEO assumes responsibility for: (1) the payment of wages to Covered Employees; (2) for the withholding, remittance, and reporting of payroll-related taxes (including unemployment insurance contributions) for, and on behalf of, Covered Employees; and (3) make appropriate payments for the provision of Employee Benefits to Covered Employees (if applicable).
- b. PEO retains a right to hire, discipline, or terminate a Covered Employee to the extent necessary to fulfill PEO's obligations under this Agreement and state law.
- c. PEO will secure workers' compensation insurance coverage for Covered Employees in a manner consistent with Utah Code § 31A-40-209.

41. Vermont

- a. PEO and Client acknowledge joint and several liability for protections required by or damages due under state laws designated to protect the health, safety, or welfare of Covered Employees.

42. Virginia

- a. In the event that PEO elects to terminate this Agreement, Client will cooperate with PEO in providing written notification of such intent to terminate to each Covered Employee, as required by state law.
- b. Client retains responsibility to comply with the insuring requirement of § 65.2-801 of the Code of Virginia with respect to any of Client's workers who are not Covered Employees.

43. Washington

- a. Client will register and/or maintain its registration with the Washington Employment Security Department and obtain and/or maintain an employment security account number, in accordance with state law.

- b. Client will cooperate with PEO to complete and submit a Power of Attorney for Unemployment Insurance, in accordance with state law.

44. West Virginia

- a. Pursuant to West Virginia Code Section 33-46A-6, PEO: (i) assumes responsibility for the payment of wages to Covered Employees; (ii) assumes responsibility for the withholding, collection, and remittance of payroll-related taxes (including unemployment insurance contributions) for, and on behalf of, Covered Employees; and (iii) assumes responsibility for making appropriate payments for the provision of employee benefits to Covered Employees (if any).
- b. Client retains the exclusive right to hire, discipline, and terminate Covered Employees.
- c. Unless the Parties agree in writing that Client shall provide and maintain workers' compensation insurance coverage for Covered Employees, PEO shall provide and maintain workers' compensation coverage for Covered Employees. Regardless which Party provides and maintains workers' compensation insurance coverage for Covered Employees, such coverage shall be from a carrier authorized to do business in West Virginia.

45. Wisconsin

- a. Pursuant to Wisconsin's Statutes §108.02(21e), PEO: (i) retains a right to hire, terminate, reassign, and set the rate of pay of a Covered Employee; (ii) assumes responsibility for the payment of wages to Covered Employees from its own accounts; (iii) reserves a right of direction and control over Covered Employees; (iv) assumes responsibility for the withholding, remittance, and reporting of payroll-related taxes (including unemployment insurance contributions) for, and on behalf of, Covered Employees; and (v) assumes responsibility for making appropriate payments for the provision of employee benefits to Covered Employees (if any).
- b. Client retains sufficient direction and control over Covered Employees as is necessary to conduct Client's business, to discharge any of Client's fiduciary responsibilities, or to comply with any licensure requirements applicable to Client or to a Covered Employee.
- c. Client is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship, including the right to hire, discipline, set the rate of pay, and terminate a Covered Employee.

46. Wyoming

- a. Client shares joint and several liability for any Covered Employees' unemployment taxes left unpaid by PEO or unemployment contribution reports for Covered Employees PEO failed to submit (if any).
- b. PEO reserves a right of direction and control over Covered Employees, including: (i) assigning Covered Employees to perform services for Client; (ii) setting the rate of pay of Covered Employees; (iii) assuming responsibility for the payment of wages to Covered Employees; (iv) retaining authority to assign or refuse to assign a Covered Employee to other clients of PEO if Covered Employee is unacceptable to Client; (v) determining assignments of Covered Employees even though Covered Employees may retain the right to refuse specific assignments; and (vi) negotiating with Client on matters of time, place, type of work, working conditions, quality and price of service.



1103 N 1600 W, Layton, UT 84041

833.758.7300

etscorp.com

Quote

EM-24612-1-A

Proposal Summary

Prepared by:
Jasim Shah
ETS Corp
8337587300
<https://etscorp.com>

Prepared for:
Crystal Ingersoll
Mountain Heights Academy
9067 S 1300 W
84088

Quote information:
Quote #24612-1-A
Prepared on: 4/22/2026
Expires: 5/22/2026

60x Student Gaming Laptops + Windows 11 Pro Upgrades

One-time costs

Name	Description	Quantity	Unit Price	Tax	Price
Laptop Bundle				\$0.00	\$103,380.00
(Qty. 60) Lenovo LOQ Gaming Laptop - 15.6" Full HD Gaming Laptop - AMD Ryzen 5 7235HS - 16GB RAM - NVIDIA GeForce RTX 4050 - 512GB Storage			\$999.00	\$0.00	\$59,940.00
(Qty. 60) Windows 11 Pro License			\$99.00	\$0.00	\$5,940.00
ITMS Labor - Labor to upgrade 60x Laptops from Windows 11 Home to Windows 11 Pro.			\$125.00	\$0.00	\$7,500.00
ITMS Labor STANDARD SETUP AND CONFIGURATION - Upgrade to Windows 11 Pro - Install fresh OS/remove all bloatware and trials - Join PC to domain - includes giving the PC an appropriate name - Install Office 365 - Install all windows updates - Install AV software - set up local administrator account			\$125.00	\$0.00	\$15,000.00
ITMS Labor ON-SITE SETUP AND CONFIGURATION - Included for setup of user profile, peripherals, and other applications.			\$125.00	\$0.00	\$15,000.00
ITMS Labor *** BASED ON THE ABOVE STANDARD SETUP, ETS DOES NOT ANTICIPATE NEEDING ADDITIONAL HOURS, BUT IF ADDITIONAL SETUP IS NEEDED, OVERFLOW FOR ADDITIONAL SETUP HOURS WILL BE ISSUED THROUGH A CHANGE ORDER.***			\$0.00	\$0.00	\$0.00

Terms and Conditions

For equipment purchases, payment is due prior to work being completed. Project invoices will be Due Upon Receipt. Invoices not paid within terms will be subject to an interest charge of 18% per annum. If collection is required, the undersigned agrees to pay collection costs and reasonable attorney fees. Standard manufacturer's warranty applies to equipment unless otherwise stated. Sign and date below to accept this quote.

Subtotal: \$103,380.00
Tax: \$0.00
Total: \$103,380.00



1103 N 1600 W, Layton, UT 84041

833.758.7300

etscorp.com

Quote

EM-24612-1-A

ETS Corp

Name: Jasim Shah

Mountain Heights Academy

Signature:

Name:

Change Order Procedure

Thank you for considering ETS for your project. We are pleased to present you with a project quote for the services we will provide. The quote presented in this document includes a description of the services we will provide and the total project cost. We strive to take all factors into consideration to provide a fair and accurate quote for your project. If the project requires a change in materials or scope of work, ETS will produce a change order for your approval.

The following process will be followed by client or ETS if a change to this quote is required:

- A request to change or add to any part of the project must be made in writing and will be considered a 'Change Order' to the original project.
- If the Change Order will require a difference in the original project cost, an estimated amount will be provided to the Client for review and approval.
- The Client will confirm the Change Order via email response or signature on change order quote, and in doing so, it is agreed that the Client will pay any difference in cost illustrated in the change order once the project is completed and invoiced. If the Change Order requires some payment upfront, this will be noted.

If you have any questions or concerns about the project quote, please do not hesitate to contact us. We appreciate the opportunity to work with you and look forward to the possibility of partnering on this project.

Strategic Partnership with Thinkverse

Thinkverse is an AI-powered 1:1 math tutor designed to provide personalized, real-time support for students in grades 3-12. Our platform adapts to each learner’s needs, offering step-by-step guidance, instant feedback, and targeted interventions to build confidence and improve math proficiency. Trusted by educators, Thinkverse seamlessly integrates into classrooms, empowering teachers with actionable insights while ensuring students receive individualized instruction anytime, anywhere.

Proposal Letter for Mountain Heights Academy

Thinkverse is excited to propose a partnership with your school system. After our two teams have reached an agreement on the proposal and professional development plan, Thinkverse will send a formal agreement.

Partnership Goals

Thinkverse is looking forward to partnering with Mountain Heights Academy to contribute to the following goals in your school system:

1. Improving student outcomes in math scores for state testing by engaging students in 1:1 AI tutoring sessions aligned with state standards and curriculum.
2. Preparing teachers and parents to provide the most effective and responsive math support to students by providing insightful real-time reports of student progress, interaction, and growth.

Summary of Proposed Partnership Investment

400 Student Licenses	Year 1 SY 26-27	Year 2 SY 27-28	Year 3 SY 28-29
Per year Platform Cost \$20/student	\$8,000.00	\$8,000.00	\$8,000.00
Annual Professional Development	\$2,500.00	\$2,500.00	\$2,500.00
Multi-year Discount	-\$1,050.00	-\$525.00	-\$262.50
Total Annual Investment	\$9,450.00	\$9,975.00	\$10,237.50

Summary of Professional Development

Professional development includes one 2-hour virtual implementation training session at the beginning of each school year with two 45 minute virtual follow up training sessions scheduled at the administration’s discretion. Additional professional development sessions can be purchased and scheduled for **\$500.00**/1-hour virtual training session.

Once our team reaches alignment, this letter and itemized proposal breakdown can be converted into a signable contract. The Thinkverse team is thrilled about the opportunity to work with your school's system and is committed to bringing you the best possible service, support, and strategy alongside access to the Thinkverse platform.

Reid Malone

Partnerships Manager, Thinkverse

reid@thinkverse.co

469-955-6676

Proposal for Replacing Teacher Chromeboxes with HP Elite Mini 800 G9 Units

Overview

For the last year our teachers have been experiencing significant disruptions to their work on our ASUS Chromebox devices. These disruptions include:

- Frequent crashes
- Slow speeds
- Inability to load large documents
- Interruptions during virtual meetings
- Inability to handle multiple tabs or applications
- Inability to handle some extensions used to help with grading

These issues not only hinder teachers ability to develop connected and successful learners but can also negatively impact the student learning experience.

Evaluation of Replacement Options

To address these issues, we conducted an evaluation of three alternatives:

1. **HP Elite Mini 800 G9**
2. **Dell OptiPlex 5000 SFF**
3. **Apple Mac Mini**

Each model was tested by the same group of teachers focusing on performance under typical workload, compatibility with school applications, boot-up speed and responsiveness, and overall user satisfaction. A compilation of their findings can be found [here](#).

Following our initial testing with a core group of teachers, we identified the need for broader departmental involvement to ensure compatibility across all instructional programs. For example, we discovered that the Math department uses a subject-specific application that only worked on one device. To prevent similar issues in other departments, we tested with each department to identify unforeseen limitations in the device.

Additionally, we installed GoGuardian tracking for the 2nd round of testing. The software was not preloaded during the initial tests, but we have learned that it significantly impacts device speeds. Once GoGuardian was installed the HP had the same issues the Chromeboxes were experiencing.

Next Steps

After the issues were replicated on the HP with GoGuardian installed we reached out to a tech company, Trafera, for device recommendations. We explained our current issues

and that the device needed to function well with GoGuardian installed. This company works with a lot of Google schools and recommended the Acer CXI6-C716G.

We also had our new IT Coordinator take a look at all the findings and test the devices. He also recommended the Acer and stated that it is a great device and most compatible with our school setup.

Recommendation

We recommend some continued testing to ensure the Acer Chromebox works well and ensure GoGuardian tracing is installed. Once we confirm it works with all departments and with our tracking systems, we recommend a phased replacement of all current Chromebox units with the Acer CXI6-C716G systems. This will ensure our teachers are able to complete our mission of developing connected and successful learners without major disruption, delays or workarounds due to their devices. The phased replacement should be completed by August 18, 2026.

Estimated Budget

Item	Quantity	Cost per Unit	Total Cost
Acer CXI6-C716G	130	\$959	\$124,670
Peripherals (HDMI to Display Port cable)	130	\$8.99	\$1,168.70
Total Estimated Cost			\$125,838.70

**Mountain Heights Academy
Tuition Reimbursement Policy
Adopted: October 11, 2019**

PURPOSE

Mountain Heights Academy (the “School”) believes that the School and its students benefit when employees develop and improve their knowledge and skills. Obtaining additional education can increase teaching abilities and professional competence. The School therefore desires to identify the conditions upon which the School is willing to reimburse School employees for tuition paid in order to obtain education that will improve their ability to serve the School and its students.

POLICY

The School may reimburse tuition for School employees if the following conditions are satisfied:

- (1) The employee has been employed by the School for at least one (1) year.
- (2) The tuition is for courses that are either (a) job related, meaning the course will result in increased knowledge and skill, is aimed primarily at improving the employee’s performance in his/her present job or will enable the employee to remain current with changes or developments in their field or (b) an elective that is part of a degree program that is job related.
- (3) The courses are taken at either (a) a fully accredited college or university; or (b) a school providing training or instruction that is approved by the State Board of Education.
- (4) Courses may be for credit or not.
- (5) Except in unusual circumstances and as approved by the Director, courses must be taken outside of regularly scheduled work hours.
- (6) Reimbursement will only be provided when the following conditions are met:
 - (a) The Director must give initial approval to the employee’s request for reimbursement.
 - (b) The request will be submitted to the Board of Directors for final approval of the Tuition Reimbursement Agreement. The form of Tuition Reimbursement Agreement to be used is attached to this Policy.
 - (c) The Director must give approval for each course for which reimbursement will be sought before the employee enrolls in the course.
- (7) The employee must agree to work at the School for a minimum of three (3) years following reimbursement of tuition. In the event the employee’s employment with the School is terminated, voluntarily or involuntarily, for any reason, before the completion of three (3) years,

the prorated portion of the reimbursed tuition must be repaid to the School based on the number of years worked for the School since the most recent reimbursement.

(8) Reimbursement is limited to a maximum of nine (9) credit hours per school year, up to a total of thirty-six (36) credit hours total, at a rate not to exceed \$400 per credit hour.

(9) Reimbursement will be paid when the employee:

- (a) Provides evidence of completion of the course with a passing mark of B or better.
- (b) Provides an itemized receipt of the payment of tuition.
- (c) Passes any applicable Praxis exam.

(10) The amount of tuition reimbursed to an employee is at the sole discretion of the Director but will not exceed the lesser of 75% of an employee's tuition or a maximum of \$5,000 per employee, per degree.

(11) Total tuition reimbursement payments from the annual School budget will not exceed \$20,000 per year. The Director will work with employees to plan the timing of reimbursement payments in order to comply with this annual cap.

TUITION REIMBURSEMENT AGREEMENT

This Tuition Reimbursement Agreement (the “Agreement”) is entered into this 23rd day of March, 20²⁶, between **Mountain Heights Academy**, a Utah nonprofit corporation (the “School”), and _____, an individual (the “Teacher”).

Recitals

- A. The School operates a charter school in West Jordan, Salt Lake, Utah.
- B. The Teacher is currently employed with the School as a Teacher.
- C. The Teacher desires the School’s financial assistance to obtain the following additional education in order to improve the Teacher’s skill and professional competence: Master of Education, Education Technology and Instructional Design [[clearly specify the course(s), program, degree, certification, as applicable, and the institution]] (the “Coursework”).
- D. The School desires to reimburse the Teacher’s tuition and, in connection therewith, to provide an incentive for the Teacher to continue to work at the School thereafter.
- E. The School and the Teacher desire to enter into this Agreement in order to carry out that intent.

Agreement

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the parties hereto, the School and the Teacher agree as follows:

- 1. The Teacher will satisfactorily complete the requirements associated with the Coursework within **four months** from the date of this Agreement.

Anticipated start date	Anticipated completion date
3/10/26, 4/1/26, 6/1/26	3/31/26, 5/30/26, 7/31/26

- 2. The Director must approve each course for which the teacher will seek reimbursement to ensure that it is job related or an elective required for a degree program.

Course Name	Number of Credits	Cost
Learning Experience Design	Lab-D299	\$1237.5 (900 reimbursed)

Identifying Learner Needs and	3a Research Problem-D300	\$1237.5 (900 reimbursed)
Developing an E-Learning Solution and	Research3methodology-D301	\$1237.5 (900 reimbursed)

3. The School will reimburse the Teacher's tuition for the Coursework when the Teacher:

- (a) Provides evidence of completion of the course with a passing mark of B or better.
- (b) Provides an itemized receipt of the payment of tuition.
- (c) Passes the _____ Praxis exam. **[[include this if applicable]]**

4. If the Teacher's employment at the School is terminated (voluntarily or involuntarily) for any reason within three (3) years following the most recent reimbursement of tuition or the Teacher fails to satisfactorily complete the Coursework within the required time frame set forth in Section 1, above, the Teacher must repay the tuition paid by the School pro rata based on the number of years worked for the School from the most recent reimbursement. The Teacher consents that any such amounts that are owed to the School under this Agreement may be deducted from the Teacher's final paycheck.

5. The Teacher acknowledges that this Agreement does not guarantee the Teacher employment with the School.

The Parties have executed this Agreement as of the date first set forth above.

The School:

DeLaina Tonks

Director

The Teacher:

Mary Mecham

**Mountain Heights Academy
Tuition Reimbursement Policy
Adopted: October 11, 2019**

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- (7) The employee must agree to work at the School for a minimum of three (3) years following reimbursement of tuition. In the event the employee’s employment with the School is terminated, voluntarily or involuntarily, for any reason, before the completion of three (3) years,

the prorated portion of the reimbursed tuition must be repaid to the School based on the number of years worked for the School since the most recent reimbursement.

(8) Reimbursement is limited to a maximum of nine (9) credit hours per school year, up to a total of thirty-six (36) credit hours total, at a rate not to exceed \$400 per credit hour.

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- B. The Teacher is currently employed with the School as a Teacher.
- C. The Teacher desires the School’s financial assistance to obtain the following additional education in order to improve the Teacher’s skill and professional competence: Masters of Education (M.Ed.) _____ [[clearly specify the course(s), program, degree, certification, as applicable, and the institution]] (the “**Coursework**”).
- D. The School desires to reimburse the Teacher’s tuition and, in connection therewith, to provide an incentive for the Teacher to continue to work at the School thereafter.
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Agreement

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- 1. The Teacher will satisfactorily complete the requirements associated with the Coursework within **four months** from the date of this Agreement.

Anticipated start date	Anticipated completion date
5/11/2026	6/30/2026

- 2. The Director must approve each course for which the teacher will seek reimbursement to ensure that it is job related or an elective required for a degree program.

Course Name	Number of Credits	Cost
EDUC 6740 - School Law	3	\$1089 (\$816.75 reimbursed)

3. The School will reimburse the Teacher's tuition for the Coursework when the Teacher:

- (a) Provides evidence of completion of the course with a passing mark of B or better.
- (b) Provides an itemized receipt of the payment of tuition.
- (c) Passes the _____ Praxis exam. **[[include this if applicable]]**

4. If the Teacher's employment at the School is terminated (voluntarily or involuntarily) for any reason within three (3) years following the most recent reimbursement of tuition or the Teacher fails to satisfactorily complete the Coursework within the required time frame set forth in Section 1, above, the Teacher must repay the tuition paid by the School pro rata based on the number of years worked for the School from the most recent reimbursement. The Teacher consents that any such amounts that are owed to the School under this Agreement may be deducted from the Teacher's final paycheck.

5. The Teacher acknowledges that this Agreement does not guarantee the Teacher employment with the School.

The Parties have executed this Agreement as of the date first set forth above.

The School:

Dexaina Tonks

Director

The Teacher:

Julie Crisp
