



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Welcome to Superior Employment Services (SES)!

Thank you for choosing to provide your substitute teaching services through SES. We're excited to have you join our community of professional substitute teachers serving schools throughout Michigan.

This Independent Contractor services Agreement outlines our working relationship, responsibilities, and expectations. It is designed to help ensure a clear understanding of our mutual responsibilities while supporting a positive and professional experience for everyone.

Please take a few moments to review the agreement before you sign.

We look forward to working with you!

The welcome message above is provided for informational purposes only. The legally binding terms of this Agreement begin below.

This Independent Contractor Agreement ("Agreement") is entered into an effective as of _____, 20____ ("Effective Date"), by and between Superior Employment Services, Inc. ("SES" or the "Company"), a Michigan corporation, located at 101 W. Big Beaver Road, Suite 1400, Troy, Michigan 48084,

and _____ ("Contractor"), whose current address is _____.

Together, SES and the Contractor are referred to as the "Parties" or individually as a "Party."

Purpose of this Agreement:

SES provides substitute teaching services to schools throughout Michigan and desires to engage Contractor as an independent contractor to perform substitute teaching services. Contractor wishes to provide those services under the terms and conditions of this Agreement.

_____ Contractor Initials

Therefore, in consideration of the mutual promises and obligations set forth below, the Parties agree as follows:

1. Nature of Relationship.

- (a) Independent Contractor Status. Contractor agrees to perform the Services hereunder solely as an independent contractor. The Parties intend to establish an independent contractor relationship, and nothing in this Agreement shall be construed as being inconsistent with the status or relationship. The Parties hereto agree that Contractor is an independent contractor and that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. Contractor is not required to work exclusively for Company (subject to certain restrictions in this Agreement or the Exhibits attached hereto), and Company shall not instruct Contractor as to how the Services should be performed. Contractor will not make any representation of an employment relationship between Contractor and Company, and Contractor shall have no claim against Company hereunder or otherwise for vacation pay, sick pay, paid time off, bonuses, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create an obligation between either Party or a third party.
- (b) Indemnification of Company by Contractor. Company has entered into this Agreement in reliance upon information provided by Contractor, including Contractor's express representation that Contractor is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. Should any regulatory body or court of competent jurisdiction find that Contractor is not an independent contractor or is not in compliance with applicable laws related to work as an independent contractor, based on Contractor's own actions, Contractor shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against Contractor and Company resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that should have been deducted from Contractor's earnings had Contractor been on Company's payroll and employed as an employee of Company.
- (c) No Withholding of Benefits. Contractor expressly agrees that, as an independent contractor, Contractor is not entitled to any employee benefits from Company or any of Company's clients, including, but not limited to: any employer withholdings or liability for taxes; FICA; FUTA; medical or disability insurance; vacation or any other type of paid leave (e.g., sick leave or paid time off); pension; retirement; workers' compensation insurance; or unemployment benefits (collectively, "Employee Benefits"). Contractor is obligated to pay all federal, state, and local income tax or any other related taxes on any compensation paid to Contractor hereunder.

(d) No Workers's Compensation or Unemployment Benefits. Contractor hereby acknowledges and agrees that Contractor is not entitled to workers' compensation insurance coverage or unemployment insurance benefits from Company or Company's clients. Contractor shall hereby indemnify and hold Company and Company's clients and its respective officers, principals, directors, shareholders, members, and employees harmless from and against any loss by Company or Company's clients relating in any way to claims for workers' compensation or unemployment benefits made against Company or Company's clients by Contractor or any employee of Contractor, including, but not limited to, legal fees and expenses incurred in connection with defending against any such claim.

2. Term. The term of this Agreement shall begin on the date of this Agreement and shall continue until terminated as hereinafter provided.
3. Confidential Information. Contractor Agrees during the Term of this Agreement and thereafter, to hold in strictest confidence, and not to use, except for the benefit of Company or Company's clients, or to disclose to any person, firm, or corporation without the prior written authorization of Company, and Confidential Information of Company. "Confidential Information" means any of Company's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, customer lists, marketing, finances, pricing structures, compensation structures, or other business information disclosed to Contractor by Company either directly or indirectly. Contractor agrees not to share with others personal and confidential information about students and staff members. Examples of personal and confidential information include information about any pupil record, including but not limited to a pupil's grades, test scores, documents, letters, special education classification and/or contents of an individualized education plan (IEP); disciplinary actions or records; and information about the medical condition(s) of a student, staff members, parent, or any of their family members. Contractor agree not to improperly make use of confidential information, both during working with SES and at any time after my employment with SES terminates. Upon completion of any assignment and/or termination of this Agreement, for any reason. Contractor will return to SES or SES's client schools all confidential Information and property of SES and/or its clients' school. Contractor agrees not improperly make use of confidential information, both during working with SES and at any time after termination of this Agreement.
4. Responsibilities of the parties.

(a) The Parties each agrees to the following:

- (i) Each Party has full power, authority, and right to perform its obligations under the Agreement.
- (ii) This Agreement is a legal valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).

(b) Contractor acknowledges and agrees to the following:

- (i) Contractor has the sole right to control and direct the means, details, manner, and method by which the Services required by this Agreement will be performed.
- (ii) Contractor shall perform the Services required by this Agreement at the place or location and at such times as agreed upon by the Parties.
- (iii) Contractor is duly licensed and in good standing in the state for which Services are to be performed.
- (iv) The Services shall be performed in accordance with all written policies of any school where Contractor performs Services under the terms of this Agreement.
- (v) The Services required by this Agreement shall be performed solely by the Contractor, and Company shall not be required to hire, supervise, or pay any assistants to help Contractor perform such Services.
- (vi) Contractor is responsible for paying all ordinary and necessary expenses Contractor incurs in performing the Services.
- (vii) Contractor is legally authorized to work in the United States and shall provide any and all written documentation to support such certification upon request of Company.
- (viii) Contractor shall supply their own tools or equipment in order to provide any Services.
- (ix) Contractor has the right to accept or reject any available assignment offered to Contractor by Company.

(c) Company agrees to the following:

- (i) Company will make timely payment of amounts owed to Contractor under this Agreement

5. Payment for Services.

_____ Contractor Initials

- (a) Terms and Conditions. Company shall pay Contractor a **no less** than \$ 145 per each Services assignment accepted for a Substitute Teacher position and performed by Contractor, and **no less** than \$ 130 for paraprofessional that are not qualified to be a Sub. Payments for Services are provided to Contractor every week following the week Services were performed. Contractor understands that the compensation amount offered to Contractor by Company may vary for each school assignment, which may depend on the school district involved, the work site location, and the work being performed.
- (b) Taxes. Contractor is solely responsible for the payment of all income, Social Security, employment-related, and any other taxes incurred as a result of the performance of the Services under this Agreement, as well as for all obligations, reports, and timely notifications relating to such taxes. Company shall have no obligation to pay or withhold any sums for such taxes.
6. No Conflict of Interest: Other Activities. Contractor hereby warrants to Company that, to the best of its knowledge, Contractor is not currently obliged under an existing contract or other duty that conflicts with or is inconsistent with this Agreement. Contractor is free to engage in other independent contracting activities; provided, however, Contractor shall not accept work, enter into contracts, or accept obligations inconsistent or incompatible with Contractor's obligations, the scope of Services to be rendered for Company pursuant to this Agreement, or the provisions of this Agreement.
7. Termination. This Agreement may be terminated:
- (a) By either party, with or without notice or cause at any time.
- (b) By Company at any time and without notice, if Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of Company or Company's clients, fails to keep Contractor's representations and warranties contained herein, or is guilty of misconduct in connection with performance of Services under this Agreement.
8. Transfer of Agreement. Company may assign this Agreement freely, in whole or in part. Contractor may not, with the written consent of Company, assign, subcontract, or delegate its obligations under this Agreement.
9. No Waiver of Rights. The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict

compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

10. Michigan Law. This Agreement shall be governed by the laws of the State of Michigan.

11. Counterparts/Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of facsimile, e-mail, e-signature, or other electronic medium shall have the same force and effect as an original signature.

12. Validity of Agreement Terms. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

13. Paragraphs Headings. The various titles of the paragraphs herein are used solely for administrative convenience and shall not be used for interpretation or construing any word, clause, paragraph or subparagraph of this Agreement.

14. No Construction Against Drafter. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

15. Entire Agreement. This Agreement together with any Exhibits, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

The Company may amend this Agreement from time to time as necessary to comply with applicable laws, regulations, industry standards, or changes to Company policies and procedures.

The Parties have executed this Agreement as of the date written below.

“Contractor”

Print Name

Signature

Dated.

Superior Employment Services, Inc.

Superior Employment Services Representative

Signature

Dated

Contractor Initials

EXHIBIT A

CONTRACTOR NON-COMPETE CLAUSE

During the term of this Agreement, Contractor agrees that Contractor shall not, directly or indirectly, seek or accept full-time or part-time employment, placement, or engagement with any clients of Company, including any school, customer, facility, or worksite to which SES assigns or dispatches Contractor, except through Company.

Contractor further agrees not to accept any assignment or provide services, either directly or indirectly (including through any third party, staffing agency, or other vendor), at any school or client to which Company has assigned or dispatched Contractor, unless the assignment is arranged through Company.

Upon termination of this Agreement for any reason, Contractor shall not, without SES's prior written consent, accept employment with, provide services to, or otherwise perform work for any Company client to which Contractor was assigned by Company for a period of one and one-half (1½) academic years following the termination of this Agreement.

Contractor acknowledges that Company maintains agreements with its client schools restricting the direct hiring or engagement of SES personnel prior to the completion of at least ninety (90) school days within two consecutive school semesters and for a period of one and one-half (1½) academic years following separation from Company.

Contractor understands and agrees that a breach of this Contractor Non-Compete Clause will cause Company substantial harm for which monetary damages alone would be inadequate. Accordingly, Contractor agrees that, in the event of a breach, Contractor shall immediately pay Company liquidated damages in the amount of \$8,950.00. The Parties acknowledge and agree that this amount represents a reasonable estimate of Company's anticipated damages and is not intended as a penalty.

In addition to liquidated damages, Company shall be entitled to seek temporary, preliminary, and permanent injunctive relief, as well as any other remedies and damages available at law or in equity. If SES is the prevailing party in any action to enforce this Contractor Non-Compete Clause, Company shall also be entitled to recover its reasonable attorney fees, court costs, and other expenses incurred in enforcing its rights.

"Contractor"

Print Name

Signature

Dated

_____ Contractor Initials

EXHIBIT B

UNEMPLOYMENT

The Company places substitute teachers in short- and long-term assignments to schools in Michigan. Company cannot guarantee Contractor any part-time, seasonal, full-time or daily assignments, or permanent short- or long-term assignments. As a substitute teacher working for Company, Contractor recognizes that there may be times when assignments are decreased due to Company client demands (e.g. school breaks, etc.). However, the Company, in good faith, provides Reasonable Assurance to Contractor of work upon the increase of Company client activity. Further, although Contractor may be exposed to working at many of Company's client locations, Contractor understands that they are in no way considered an employee or any of Company's clients.

Contractor hereby agrees that Contractor waives its right to file for Michigan unemployment benefits for lack of work or termination. If Contractor files for Michigan unemployment benefits and receives such unemployment benefits, Contractor agrees it shall pay immediately to Company as liquidated damages and not as a penalty the sum of \$8950.00 and shall further to subject to additional damages as noted in Section 1 (b) & (d).

"Contractor"

Print Name

Signature

Dated

_____ Contractor Initials