

Att. B



August 19th, 2023

Union County Educational Services Commission
45 Cardinal Dr, Westfield, NJ 07090
Attention: Eric Larson

Dear Eric Larson,

Thank you for choosing Roth Staffing Companies, L.P. dba Ultimate Staffing Services, Ledgent Finance & Accounting, and Ledgent Technology ("Roth"), to assist you with your staffing needs. We love to create remarkable experiences... every person every time. We will work with you based upon the priority of the hire and the degree of urgency. The following paragraphs outline different options available to you (also referred to as "Client") in the hiring process for your temporary, temporary-to-hire or direct hire positions.

DIRECT PLACEMENT

You may hire a candidate onto your payroll for a one-time fee. The fee is based upon the new employee's first year compensation, excluding any discretionary and non-guaranteed compensation. The fee is 30% of the employee's first year salary should our candidate commence employment with you, or any affiliate or division of your company. All searches are on a contingency basis; there is never a fee unless your company chooses to hire a candidate. Invoice terms are Net 10 on all direct placements. There will be a 6% fee on all unpaid invoices greater than 30 days from original date of invoice.

A 90-day guarantee is in effect if the fee invoice is paid within 10 days of the employee's start date. If there is a separation of employment between days 1-90, we guarantee our best effort replacement of the same position at no cost. This guarantee does not apply if the invoice terms have not been met, or if the employee is terminated due to a layoff, elimination of position, reorganization, closure, relocation, or principal change in job description or responsibilities.

Roth has devoted effort and expense in the identification, selection, and placement of its candidates. In the event a direct hire candidate is presented by Roth to you and is hired by your company for a specified or alternate position as an employee, consultant, or independent contractor, or is hired by another firm or entity to work on your behalf within 12 months of the candidate being presented, you will be responsible for a fee as outlined above.

TEMPORARY / TEMPORARY TO HIRE PROGRAM

Roth will bill you an agreed upon hourly bill rate while our temporary employee ("Ambassador") works on Roth's payroll (with appropriate increases for overtime). Roth will invoice on a weekly basis and invoices are due within thirty (30) days from the original date of invoice. You shall promptly pay invoices, late fee charges of 6%, finance charges of 1.5% per month and all collection fees, attorneys' fees and court costs on all unpaid balances beyond the thirty (30) day due date. If you require background checks and/or drug screens to be performed on Ambassadors, the cost of such backgrounds/drug screens shall be billed to you as a direct pass-through cost. Roth guarantees its bill rates for an initial term of one (1) year from the date of execution of this Agreement, unless there are new or increased labor costs, such as payroll taxes, social program contributions, charges linked to benefit levels or workers' compensation rates. You shall be solely responsible for, and shall indemnify, defend, and hold Roth harmless from, any claim or loss resulting from (1) entrusting Ambassadors with cash, checks, credit cards, keys, confidential or trade secret information, information protected by privacy and data security laws, unattended premises, or other valuables, (2) requesting or permitting Ambassadors to use any vehicle (including powered industrial trucks) or travel in the performance of work for your company; or (3) allowing Ambassadors to (i) render any written legal, accounting or audit opinion, or (ii) approve the form or content of any document that requires the signature, stamp or seal of a licensed professional.

Early Conversion Option for Temporary to Hire Program

You may convert our Ambassador to your payroll for a conversion fee according to the below schedule:

Ultimate Staffing Services, Ledgent Finance & Accounting and Ledgent Technology:

Number of Hours on Roth's Payroll	Percent (%) of Employee's Initial Salary
1-260 hours	30%
261-520 hours	25%
521-780 hours	20%
781-1,000 hours	15%
1,001+ hours	5%

NON-SOLICITATION

You agree not to directly or indirectly employ any staff employee of Roth during the term of this Agreement and for a period of one year thereafter without the prior written consent of Roth. If you violate this paragraph, you shall pay to Roth a fee in the amount of 30% of the employee's annualized compensation.

In addition, you agree not to directly or indirectly cause or permit any temporary Ambassador assigned to you by Roth to transfer to another entity's payroll to perform services for you, or to perform services for you while on the payroll of any person or firm other than Roth, or perform services for you as an independent contractor during the term of this Agreement and for a period of 12 months after such Ambassador's assignment ends. If you violate this paragraph, then you shall pay to Roth a fee in the amount of 30% of the Ambassador's annualized compensation.

ACA AND REGULATORY COMPLIANCE

Roth shall be the common law employer of its Ambassadors under the Patient Protection and Affordable Care Act ("ACA") and shall comply with all provisions of the ACA applicable to Ambassadors, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Internal Revenue Code ("Code") §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

Roth shall comply with applicable mandatory paid sick leave/paid leave laws by administering and paying its Ambassadors for such requirements. You shall pay to Roth, at the straight time bill rate, all paid sick leave/paid leave that Roth pays to its Ambassadors while on assignment, not to exceed the amount required under applicable law.

You agree to provide all meal periods and rest periods required under applicable laws to Ambassadors. You shall indemnify and defend Roth from and against any and all liabilities, fines, damages, fees and expenses arising out of your failure to comply with applicable wage and hour laws with respect to Ambassadors.

MISCELLANEOUS PROVISIONS

This Agreement and any exhibits attached hereto contain the entire understanding between the parties hereto, and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by the parties. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective representatives, successors, and assigns. You agree to comply with all applicable data security and privacy laws, to the extent you have access to information of Roth that is protected by such laws ("Personal Information" or "PI"), including, but not limited to: (i) using PI only for the specific purposes of this Agreement and not sharing, disclosing, retaining, or using PI for any other purpose; (ii) not selling or using for a commercial purpose any PI. The failure of a party to enforce the provisions of this Agreement shall not be construed as a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement. The terms set forth in this Agreement shall prevail in the event of any inconsistencies with any proposal document, contract, statement of work or any other document relating to the services provided pursuant to this Agreement.

Should you have any further questions, please contact our office. Again, thank you for the opportunity to assist you with this position.

IN WITNESS WHEREOF, this Agreement has been duly executed by Roth and Client on the dates set forth below.

CLIENT	ROTH STAFFING COMPANIES, L.P.
_____ Signature	_____ Signature
_____ Printed Name and Title	Jennifer Simonson, General Counsel and SVP _____ Printed Name and Title
_____ Date	_____ Date