



# PALISADES CHARTER HIGH SCHOOL

CHIEF BUSINESS OFFICER

## COVER SHEET FOR AGENDA ITEMS

February 8, 2022

### TOPIC/ AGENDA ITEM:

VIII. FINANCE

C. Regis Staffing Services Contract

### PERSONNEL INVOLVED:

Board of Trustees, Executive Director/Principal, Chief Business Officer, Director of Operations,

### ISSUES INVOLVED/FISCAL IMPLICATIONS (IF ANY):

The purpose of this action is to approve a contract for Regis Staffing for 2021-2022. Regis Staffing is providing janitorial services. They were initially brought on in April 2021 to provide emergency janitorial services. The Back 2 Campus (B2C) program was underway, and our current janitorial provider (Uniserve) was not able to meet our needs. Since then, our current janitorial vendor has not been able to meet our normal needs and we have been utilizing Regis Staffing to back-fill the janitorial need. Given the continued use and overall dollar volume, the contract requires Board approval.

The contract outlines the scope of services and lists a billing rate of \$24.50 per hour (for housekeeping/janitorial). This is 0.25 cents higher than our current janitorial vendor and has a minimal fiscal impact. The Budget & Finance committee voted to approve the contract and clarified they would like the CBO/HR office to re-bid the janitorial services contract for 2022-23.

### IMPACT ON SCHOOL MISSION, VISION OR GOALS, (IF ANY):

The action requested of the Board today will support the goal of ensuring a safe and positive school environment.

### OPTIONS OR SOLUTIONS:

The expectation is that the board approve the contract for Regis Staffing.

### CHIEF BUSINESS OFFICER'S RECOMMENDATION:

The Chief Business Officer recommends that the Board approve the 2021-22 Regis Staffing contract.

### RECOMMENDED MOTION:

“To approve the Regis Staffing contract for 2021-2022.”

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Juan Pablo Herrera  
Chief Business Officer

# REGIS STAFFING

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JANITORIAL AND MISC. SERVICES



# Regis Staffing: Janitorial

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**The hourly rate for Regis Staffing personnel is 0.25 higher than Uniserve\***

- Therefore, there is not a significant cost impact.

**Additional Regis Staffing Hours were assigned earlier in the year**

- This was to cover morning check-in and was accounted for during ESSER II/III allocation.

**Both janitorial vendors are behind on invoicing, which makes it difficult to track expenses against budgeted amounts**

- However, at this point, it appears there is not a significant difference versus the janitorial projection for 2021-22.
- As we experienced with transportation, this could change if we receive a backlog of invoices with “additional” charges

\* The Uniserve contract does not list the hourly amount/rate. The rate was pulled from a recent invoice.

# Uniserve Estimate

As of November 2021, the combined janitorial had \$207k in expenses.

This is in-line with the 21-22 projection.

Row Labels	REGIS STAFFING GROUP	UNISERVE FACILITIES SVCS CORP.
Civic Center Permit	\$ 18,507.92	\$ 17,952.49
ELC Covid Testing Award	\$ 6,418.48	
ESSER II Fund		
In-Person Instruction Grant		
LCAP Expenses		
Special Education		
Unrestricted Resources	\$ 50,916.45	\$ 114,119.00
<b>Grand Total</b>	<b>\$ 75,842.85</b>	<b>\$ 132,071.49</b>

## PCHS 2021-2022 School Year Cost COST - SUBMITTED BY UNISERVE CORP.

Mo.	Year	UNISERVE Cost	Credits	Mo. Net Billing	Comments
REV: 052621@11:04am					
Jul	2021	\$ 37,831.60		\$ 37,831.60	
Aug	2021	\$ 37,831.60		\$ 37,831.60	
Sep	2021	\$ 37,831.60	\$ 5,238.22	\$ 32,593.38	72.0 hrs. Credit Admin. Day, 72.0 hrs. Credit Yom Kippur, 72.0 hrs. Rosh Hashannah
Oct	2021	\$ 37,831.60	\$	\$ 37,831.60	
Nov	2021	\$ 37,831.60	\$ 5,238.22	\$ 32,593.38	72.0 hrs. Credit Veteran's day 144.0 hrs. Credit - No PM shift 3 days
Dec	2021	\$ 37,831.60	\$ 8,148.34	\$ 29,683.26	Mon 12/20 thru Thu 12/23 Everyone Works; Fri 12/24 Nobody Works; Mon 12/27 thru Fri 12/31 Nobody from PM Crew Works; Mon 12/27 thru Thu 12/30 AM Crew Works; 12/31 nobody works
Jan	2022	\$ 37,831.60	\$ 1,746.07	\$ 36,085.53	72.0 Hrs. Credit MLK;
Feb	2022	\$ 37,831.60	\$ 1,746.07	\$ 36,085.53	72.0 hrs. Credit Presidents Day
Mar	2022	\$ 37,831.60		\$ 37,831.60	No PM 144.0 hrs. 3/29, 3/30, 3/31 Spring Break
Apr	2022	\$ 37,831.60	\$ 6,402.27	\$ 31,429.33	No PM 192.0 hrs. 4/11- 4/14 Spring Break, 72.0 Hrs. Cesar Chavez
May	2022	\$ 37,831.60	\$	\$ 37,831.60	
Jun	2022	\$ 37,831.60		\$ 37,831.60	
<b>Annual Total</b>		<b>\$ 453,979.20</b>	<b>\$ 28,519.19</b>	<b>\$ 425,460.01</b>	Janitorial Staff Net Cost
Weekend Staff Mo.		\$ 1,656.86	Annual Cost	\$ 19,882.32	Weekend Staff - 8.0 Sat, 8.0 Sun
				<b>\$ 445,342.33</b>	<b>Grand Total Annual Cost</b>



*Proposal for:*

**Palisades Charter High School**

15777 Bowdoin St, Pacific Palisades, CA 90272

**April 01, 2021**



## SERVICE AGREEMENT

This service agreement (hereafter referred to as the "Agreement") is made effective on April 2 2021 and entered between Regis Staffing Group ("Regis") and Palisades Charter High School ("Client"), located at 15777 Bowdoin St, Pacific Palisades, CA 90272.

### PURPOSE

Regis provides services to Client with respect to the procurement of temporary staffing services, ("Workers"). Regis provides temporary workers, temporary-to-permanent workers, or permanent workers to Client by entering into this Agreement on the terms and conditions set forth in this Agreement.

### COMMON LAW EMPLOYER

Regis is providing a service to Client, which includes, but is not limited to, supplying Workers to fill Client needs. All Workers remain employees of Regis. All Workers will be paid by Regis and/or affiliates, and Regis is responsible for ensuring that all Workers are compensated in accordance with applicable federal, state, and local law, including wage and benefit requirements. In addition, Regis is responsible for providing workers with State mandated workers' compensation and unemployment compensation coverage as required by law for all Workers supplied to Client.

### REGIS SERVICES

1. Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described on Schedule A under Client's supervision at the locations specified on Schedule A.
2. Pay, withhold, and transmit payroll taxes; provide Assigned Employees' wages and provide them with the benefits required by governing Federal, State and Local laws, and maintain all necessary personnel and payroll records for employees of Regis.
3. Require Assigned Employees to sign agreement (in the form of Schedule A) acknowledging that they are not entitled to any benefits offered or provided by Client; and
4. Require Assigned Employees to sign confidentiality agreement (in the form of Schedule A) before they begin their assignment to Client.
5. Regis will provide services to Client, including but not limited to, orientation, training, background checks when necessary and other screenings of workers as requested.
6. Regis shall take affirmative action to ensure that all Workers are treated equally during employment without regard to their gender, color, race, age, national origin, pregnancy, citizenship or alienage status, ancestry, marital status, veteran or military status, disability, handicap, religion, creed, sexual orientation, gender identification or expression, or any other legally protected status.
7. Regis service has a "zero tolerance" policy regarding discrimination, harassment, or retaliation. Workers are required not to engage in the discrimination, harassment, or violence against any other employee of Regis, Client, employee of Client, or guest at the site location. In the event any such individual believes they have been the victim of discrimination, harassment or violence, Client should immediately report this to the Human Resource Department at Regis.

8. Regis acknowledges and agrees to abide by all the federal and state laws pertaining to the Affordable Care Act and Paid Sick Leave Act.

#### **RECRUITMENT**

We assure your organization that our associates match the criteria required by your company to fill all your staffing needs that may arise.

#### **INTERVIEW/SCREENING**

We assure you that our associates have experience, a professional image, work ethics, and an attitude to mirror your organization's standards. All associates are interviewed one-on-one and screened by a Regis Staffing Group representative before being assigned to your facility.

Regis Staffing Group interviews prospective candidates, checks their references, Background checks, E-Verifies and works to match experience and skill-level according to Clients' needs.

#### **REFERENCE CHECK**

We assure a highly skilled associate with a proven track record for good performance. It is our policy to check at least two positive references of past employment on every applicant to qualify them for a position.

#### **ORIENTATION**

Regis employees are given a detailed Client briefing that includes location, transit-appropriate directions, work hours, job description, supervisory contact(s), and company policies and procedures. Additional information will be provided to our employees during hiring orientation.

#### **SAFETY**

Regis provides safety orientations for all new employees prior to being placed on assignment to Client in order to meet your "specific requirements." All employees acknowledge and sign-off on general safety rules and regulation procedures. It is of the utmost importance to place our employees in a safe working environment.

## **DRUG SCREENING**

Our policy is to drug test post-accidents and injuries. Positive drug tests will result in immediate termination.

## **MEDICAL CLINICS**

Regis takes a very proactive approach to handling our workers' compensation claims. If an injury occurs, we want our employees to receive the best and most timely medical treatment available. That is why we interview and screen the medical clinics in your area prior to final selection. All clinics, physicians, and medical staff must comply with our standards and procedures. All accidents and injuries must be reported immediately to a Regis representative.

## **CLIENT'S DUTIES AND RESPONSIBILITIES**

### **SUPERVISION**

Client shall supervise and control the work performed by Assigned Employees. In the event that Client is dissatisfied with the work product produced or performed by any Assigned Employee, Client may request, as Client's sole remedy, the removal of such Assigned Employee.

### **CLIENT PREMISES AND PROPERTY**

Client shall control and safeguard its premises, processes, or systems, and not require or permit Assigned Employees to operate any vehicles or mobile equipment, or any other machinery (other than office machinery), regardless of ownership, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Regis' prior written approval.

### **WAGE AND HOUR COMPLIANCE**

Meal/Rest Period Penalties: In the event that any Assigned Employee performing work in California, who is entitled to meal/rest periods under California law, Regis will charge Client an additional one (1) hour pay required to be provided to any such California Assigned Employee as a penalty in accordance with California law for each workday during which a meal/rest period in compliance with California law that was not provided by Client.

## **TERMS OF AGREEMENT**

### **BILLING AND PAYMENT PROCEDURES**

Regis will bill Client bi-weekly. Payment is due thirty (30) days from date of invoice. 2% Interest shall be payable on any payments that are not paid on or before (30) days of the invoice date. An additional 1% will continue every 30 days the invoice is not paid.

REGIS STAFFING GROUP

714 W. OLYMPIC BOULEVARD, STE. 623,

213-275-1277

LOS ANGELES CA 90015



Client agrees and acknowledges that any legal or other actions necessary to collect payment due for invoices or for fees incurred due to violations of terms set forth herein, shall be brought up in the courts located in the State of California; and Client shall raise no objections based on jurisdiction, venue, or forum non conveniens. If Regis prevails in any such actions, Client agrees to pay the balance due on any outstanding invoices. Regis will pay Assigned Employees a minimum of four (4) hours' pay per assignment. Such amount will be billed to Client. If, after the first day of assignment, an Assigned Employee reports to work as scheduled, and is duly informed that there is no work available, Regis will pay the Assigned Employee. It is the responsibility of Client to inform Regis that said Assigned Employee will no longer be needed at said site location. Client's inability to inform Regis of ended assignment will result in a four (4) hours minimum billed to Client.

#### **WORKERS' COMPENSATION INSURANCE**

Regis shall furnish and keep in force workers' compensation insurance providing coverage as required by law for all Assigned Employees. Regis will furnish a certificate of insurance as evidence of such coverage upon request.

#### **TERM**

This Agreement is an open-term contract with a 10-day notice to terminate by either party.

#### **COMPREHENSIVE GENERAL LIABILITY INSURANCE**

Regis agrees to maintain this coverage while its Assigned Employees are assigned to Client. Regis agrees to furnish evidence of such coverage upon request.

#### **END OF ASSIGNMENT**

Client reserves the right to end the assignment of any Assigned Employee at any time, at its sole discretion, upon notice to Regis.

#### **SUCCESSORS AND ASSIGNS**

The provisions of these General Terms and Conditions will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

#### **TRANSFER OF ASSIGNMENT**

Client will not transfer or assign these General Terms and Conditions without Regis's written consent.

#### **FORCE MAJEURE**

Neither party will be responsible for failure to delay in performance of these Terms and Conditions if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, or any other causes beyond the control of the nonperforming party.

## **EMPLOYMENT TERMS**

Client acceptance of an Assigned Employee indicates agreement that such person is an employee of Regis. It further indicates agreement (1) that Client may not hire\* any Assigned Employee unless that person has first completed 720 hours of work at Client or Client has paid to Regis the fee due pursuant to the standard formula applicable under such circumstances and set forth in SCHEDULE A or this provision has been waived in writing by Regis, and (2) that Client may not transfer ("Flip") any Assigned Employee to the payroll of any other company, nor may Client allow that person to work at Client through any other temporary service for a period of 1 year after the completion of the assignment through Regis. Client understands that these restrictions are reasonable and any violation of them will have a serious harmful financial impact on Regis.

Note: \*Hiring any assigned person includes a hiring by Client or any proprietorship, partnership, or corporation in which Client has an interest, either by ownership, employment, or family relationship.

## **PAYROLL PRACTICES**

Regis will pay Assigned Employees for all time worked that is reported and approved, in writing, by Client, in accordance with all applicable laws. Regis assumes no responsibility for any time worked by an Assigned Employee that is not reported and approved, in writing, by Client. Regis shall ensure that Assigned Employees accurately record their work time each workday, including the starting and stopping time of each work period and each meal period. Client shall ensure that Assigned Employees are required to take all meal and rest periods they are required or permitted to take pursuant to applicable law.

Client assumes no responsibility for any time worked, or meal or rest period compensation, due to an Assigned Employee that is reported and approved, in writing, by Client that is not paid timely or properly by Regis, including but not limited to, any fees or penalties incurred as a result of Regis failing to comply with any and all applicable laws, codes or regulations.

## **INDEMNIFICATION**

To the extent permitted by law, Regis will defend, indemnify, and hold Client and its parent, subsidiaries, directors, officers, agents, representatives, insurers, and employees harmless from all claims, losses, and liabilities to the extent caused by Regis' breach of these General Terms and Conditions; or the gross negligence, or willful misconduct of Regis or Regis' officers, employees, Assigned Employees or authorized agents.

## **INDEMNIFICATION BY THE CLIENT**

To the extent permitted by law, Client will defend, indemnify, and hold Regis and its parent, subsidiaries, affiliates, related entities, directors, officers, agents, representatives, and employees ("Regis Indemnities") harmless from all claims, losses, and liabilities to the extent caused by Client's breach of these General Terms and Conditions, or the negligence, gross negligence, or willful misconduct of Client or Client's officers, employees, or authorized agents.

And further agrees, notwithstanding any indemnification obligation outlined above, to defend, indemnify and hold Regis Indemnities harmless against any and all claims, losses and liabilities including but not limited to, any indirect, special, incidental or consequential damages that arise from: (1) infringement of any intellectual property right; (2) the acts or omissions of any assigned employee taken at Client's direction; (3) all claims, damages, and penalties assessed as a result of Client's alleged violations of any applicable provisions of health and safety laws, regulations, ordinances, directives, and rules regarding the workplace and all health and safety laws imposed by any federal, state or local government or agency, including without exceptional and not limited to, the California Division of Occupational Safety and Health (DOSH, or CAL/OSHA) as it relates to premises and equipment owned or controlled by Client.

## **AGREEMENTS**

### **SEVERABILITY**

If any term(s) or provision(s) of this Agreement are held void, illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction of this Agreement, then such term(s) and/or provision(s) shall be stricken from this Agreement with the remaining portion(s) or provision(s) being unaffected and remaining valid and enforceable.

### **MODIFICATION**

Modifications to this Agreement are only binding if they have been agreed to in writing, signed, and authorized representatives of both parties.

### **HEADINGS**

Headings used throughout this Agreement are for reference and convenience only and shall not be deemed part of this Agreement nor affect the meaning or construction of any provision of this Agreement.

### **ENTIRE AGREEMENT**

This Agreement contains the entire agreed-upon terms between the Parties. This Agreement (including all the attached Schedules) replaces all previous written or oral agreements between the Parties with respect to the subject matter of this Agreement. In the event of any conflict between this Agreement and any other contract, order or document used by Regis, the provisions of this Agreement shall govern.

### **DISPUTE RESOLUTION**

Parties desire to resolve disputes, controversies and claims arising out of this Agreement without litigation. In the event of a dispute, and at the written request of one of the Parties, both Regis and Client shall appoint a knowledgeable representative to negotiate in good faith for resolution of said dispute. If negotiations do not resolve the dispute within 30 days of the initial written request, the Parties may pursue legal avenues.

**NOTICE**

All notices required under this Agreement shall be given by registered or certified mail, pre-paid postage, nationally recognized overnight courier service, by facsimile followed by the original sent in the mail in accordance herewith, hand delivery or by email, to the CEO/President of Regis Staffing Group as referenced on Schedule A.

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**EACH OF THE PARTIES HAS FULL POWER AND AUTHORITY TO ENTER INTO, PERFORM, AND EXECUTE THIS AGREEMENT, AND EACH PERSON SIGNING THIS AGREEMENT HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO AND EXECUTE THIS AGREEMENT ON BEHALF OF ONE OF THE PARTIES.**

**SIGNATURES**

**CLIENT REPRESENTATIVE**

Name: Don Parcell

Signature: Don Parcell

Date: 4/2/2021

**REGIS STAFFING GROUP REPRESENTATIVE**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**SCHEDULE A**

**Contact Information**

Name of Client: Palisades Charter High School (PCHS)

Address of Client: 15777 Bourbon St., Pacific Palisades, CA 90272

Location(s) of Service (if different than address of Client listed above):

Same

Main Contact Information: Oscar Cabrera

Phone Number: 310-897-5339 ocabrera@palhigh.org

**Other Contacts**

Name: Don Parcell Title: Dir of Ops Email: dparcell@palhigh.org

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Email: \_\_\_\_\_

Timesheet should be emailed to: Oscar

Invoices should be emailed to: Oscar

SCHEDULE A CONTINUED \_

**Additional Regis Staffing Group Contacts**

Director of Staffing - abner@regisfirm.com

**Timesheet Submission**

abner@regisfirm.com

**Injuries**

If an injury occurs at Client location, please contact Regis Staffing Group's claims department at (909) 678-6161 or (424) 392-9249 and Claims@regisfirm.com.

**Billing Rates**

Department	Bill Rate
Housekeeping	\$24.50

All positions - Minimum bill of 4 hours, based on Client Rate above.

**Billing Rates for Overtime & Holidays**

Holiday rates apply to the following holidays as follows, Thanksgiving Day, New Year's Day, and Christmas Day.

All positions -

1. Overtime - Billed 1.5 times (for more than 8 hours worked in one day).
2. Double Time - Billed 2 times (for more than 12 hours worked in one day).
3. Holidays - Billed 1.5 times (Double Time will apply if hours exceed 8 on a holiday).

**Billing Rate Adjustments for Minimum Wage**

Billing rates, at all levels, will automatically increase to match the amount of a Position Minimum Wage increase at the hotel. This change will occur on the same date the Hotel Position Minimum Wage increase is made effective.

**Payment Information**

Payment is expected within 30 days after the invoice is generated.

**Remit to Address:**

PO BOX 7064  
SAN FRANCISCO, CA 94120



**SCHEDULE A CONTINUED.**

**Permanent Placement Conversion**

Temporary Worker will be eligible for Permanent Placement conversion after 720 hours of continuous service to Client. Upon agreement of permanent placement conversion, completion of 720 hours and all outstanding invoices to Client are to be paid in full; there will be no additional cost or fees to Client associated with this hire.

If Client wants to direct-hire Temporary Worker(s) prior to completion of 720 hours full-time work, a conversion fee will be calculated. Client shall pay a prorated fee based on the remaining 720 hours minus the number of hours worked. Our conversion fee formula is the remaining hours multiplied by the Billing Rate minus the pay rate. Regis shall receive a placement fee from Client in the event it hires directly on its own payroll or engages as an independent contractor (whether directly or through another staffing related company) any assigned employee.

If Client wants a direct placement order for a position, a placement fee will be calculated. Placement fee will be 20% of positions annual salary.

**Pricing Exclusively for Client**

Client agrees to pay Regis Staffing Group for the services provided in accordance with this Agreement, as set forth.

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**EACH OF THE PARTIES HAS FULL POWER AND AUTHORITY TO ENTER INTO, PERFORM, AND EXECUTE THIS AGREEMENT, AND EACH PERSON SIGNING THIS AGREEMENT HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO AND EXECUTE THIS AGREEMENT ON BEHALF OF ONE OF THE PARTIES.**

**SIGNATURES**

**CLIENT REPRESENTATIVE**

Name: Don Parcell

Signature: Don Parcell

Date: 4/2/2021

**REGIS STAFFING GROUP REPRESENTATIVE**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_