



MASTER SERVICES AGREEMENT
TROOP, LLC
AND
TEACH Las Vegas

This MASTER SERVICES AGREEMENT together with Addenda and Exhibits (collectively, the "Agreement") is made and entered into this 1st Day of July, 2022 ("Effective Date"), by and between TROOP, LLC ("Troop"), a Nevada limited liability company, having its principal place of business at 6630 Surrey St., Las Vegas Nevada 89119 and TEACH Las Vegas or "Client", having its principal places of business at 4660 N. Rancho Dr. Las Vegas, NV 89130

WHEREAS, Troop is in the business of providing substitute teaching services ("Troop Services"); and

WHEREAS, TEACH Las Vegas, is in need of substitute teachers;

WHEREAS, TEACH Las Vegas desires to engage Troop to provide Troop Services under the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. TERM OF AGREEMENT

The initial term of this agreement shall be from July 01, 2022 to June 30, 2023. Following the completion of the Initial Term, this agreement shall automatically renew and remain in full force and effect for additional terms of 12 months, and shall remain in effect until either party has given written notice to the other party by delivering notice of termination as specified herein.

2. TROOP SERVICES

Troop provides substitute teachers ("Sub"). Troop will use its best efforts to supply Client with Subs for the hours and times requested by Client. Nothing contained herein will guarantee that TROOP will be able to fill any particular request of Client for Troop Services. Further, nothing contained herein will guarantee that a Sub, once assigned to Client, will be able to complete the assignment. Client hereby releases and relieves Troop from all liability in connection with its failure to provide a Sub when requested by Client or to replace a Sub who has begun an assignment.

3. SUB ASSIGNMENTS AND RATES

A. Sub Assignments

- (i) Client will provide Subs with work assignments consistent with Client's standard workday and calendar, not to exceed 8 hours per workday ("Standard Workday").
- (ii) All assignments entered on the TROOP Dashboard must accurately reflect what the substitute teacher will be expected to do for the length of the assignment. Substitute teachers will have the right to deny a change in assignment the day of. If the school changes the assignment, on the date of said assignment, the school will be liable to pay the daily rate.

B. Sub Rates

(i) Compensation Rate

a. Regular Rate

Client will pay Troop ONE HUNDRED SEVENTY-TWO AND 50/100 DOLLARS (\$172.50) per day per Sub for a full day. Client will pay Troop ONE HUNDRED AND SIX DOLLARS (\$106.00) per day per Sub for a half-day.

b. Long-Term Rate

The Long-Term Rate shall apply when a Sub enters their 6th consecutive day at the Client's campus. Client will pay Troop ONE HUNDRED EIGHTY AND TWO 50/100 DOLLARS (\$182.50) per day per Sub for each day over the 6th day at Client's campus.

- c. Additional rates apply for Non-Licensed, Special Rates/Long-Term Substitutes, WIDA Testers, and Hospital Homebound. See Rate Sheet below:

(ii) Days

A half day is defined as a 4-hour shift or less. Half-day shifts are either: 8:00 am to 12 pm or 12:00 pm to 4:00 pm or another 4-hour period agreed upon by the parties. A full day is defined as a full school day, not to exceed 8-hours.

There will be no hourly adjustments. Substitute teachers will be expected to complete the full-time frame on the initial assignment unless released by the school designee. (i.e., if the assignment is listed for 7:30 am – 3:30 pm and the substitute teacher arrives at 7:45, their assignment time will be updated to reflect an end time of 3:45 pm.) Same will apply to half day assignments. If an assignment exceeds the 8-hour workday, the school will automatically incur a fee of \$20 per 30-minute interval.

	Sub Pay Rate	Bill Rate
Regular (Full Day)	135	172.50
Regular (Half Day)	67.50	106.00
Long Term: (On Day 6)	145	182.50
Non-Licensed	100	137.50
Non-License Long-Term	110	147.50
WIDA Testing	135	172.50
Additional Fees		
Late Cancellations (After 9 pm of the day prior to the assignment)	\$20	\$50
Dashboard Fee (Any assignments not entered on the dashboard when payroll is processed for the current pay period will incur a fee)		\$25
Special Rates <i>*used for LT or by request*</i>	Negotiated by TROOP and the school.	Negotiated by TROOP and the school.

(IV) If a school requests or would like to hire a substitute teacher to fulfill a long-term assignment, the first 90 days of the assignment will be through TROOP. Following the 90 days, the school may choose to hire the substitute teacher at no additional cost to the school. The assignments include but are not limited to, long-term classroom vacancies, on-campus substitute teacher, reflective practice, and any other position on the campus.

A school may have the 90-day waiting period waived by TROOP by paying a buyout fee of \$2500 for the individual. This fee is non-negotiable, even if the individual is a referral from the campus.

If a substitute teacher resigns from TROOP, a campus may not hire the employee for 30 days from their effective resignation or termination date.

(V) The terms of this agreement extend through the calendar year and are not limited to the academic year. Meaning, if you would like to hire a substitute teacher to work during summer camps, summer school, and at any other capacity it is to be through TROOP.

4. SUBS QUALIFICATIONS

A. Licensure

All Subs provided to Client pursuant to this Agreement shall be qualified to perform the services requested and will be certified and/or licensed during the term hereof to perform the applicable Troop Services in the state in which Client requests a Subs to perform services.

B. Screening of Subs

Subject to the limitations of applicable federal, state and local laws and regulations, as part of a Sub's licensing a background check is completed. Subs are subject to drug testing as requested by Troop. All Subs are interviewed by Troop and complete training through Troop.

TROOP clients will maintain the right and discretion to ask that any substitute teacher not be allowed to accept assignments on their campus. TROOP clients will work with TROOP to find satisfactory corrections to minor infractions to limit substitute teacher restrictions from their campus.

C. Employees and Subcontractors

All Subs provided to Client pursuant to this Agreement are employees or subcontractors of Troop and Troop is solely responsible for the wages or fees, benefits (if any), and tax withholding (if any) of the Subs. Troop reserves the right to terminate, discipline, or reassign Subs if such action is warranted in its sole discretion. In the event Client is dissatisfied with the services of a particular Sub, Client's sole remedy is to notify Troop of its dissatisfaction. If Troop is unable to cure Client's dissatisfaction within a reasonable amount of time, Troop will provide Client with another Sub if available. In addition to Troop policies, all Subs are subject to Client's policies and procedures.

D. Health Insurance Portability and Accountability Act ("HIPAA") Compliance

Troop and all Subs providing Troop Services to Client pursuant to this Agreement will comply with HIPAA and regulations promulgated thereunder in regard to the disclosure of "Protected Health Information", as defined therein.

E. Family Educational Rights and Privacy Act ("FERPA") Compliance

Troop and all Subs providing Troop Services to Client pursuant to this Agreement will comply with FERPA and regulations promulgated thereunder in regard to the disclosure of Student Education Records as defined therein.

5. CLIENT'S OBLIGATIONS

A. Facility

To the extent Client provides the facility in which the Sub performs services, and such facility is not a private personal residence, such facility will be well lit, climate controlled, and free from recognized hazards. Client warrants and represents that the facility in which the Sub will perform services complies with all federal, state, and local health and

safety codes, laws and regulations, and with all federal, state, and local laws governing reasonable accommodations for disabled individuals. Client will also provide free parking and restroom facilities for use by the Sub.

B. Equipment

Client will provide the Sub with all equipment reasonably necessary for the Sub to perform mandated services hereunder, including without limitation, office supplies, access to equipment, and materials, and technology required to implement and perform services. If Client has an automated and/or mandated documentation method, requiring access to an Intranet and/or a proprietary Student/Patient Information Management System, the Client must identify an assigned computer to the Sub, and provide training and grant full access to implement that method.

6. BILLING AND INVOICING

A. Invoicing

Troop will send semi-monthly invoices to Client, at Client's email address as indicated below. Troop invoices are based on timecards completed by Subs. Payment is due in full upon receipt in accordance with instructions on the invoice. If any payment is not paid within thirty (30) days of the date of invoice, unpaid balances will be assessed interest charges of 1.5% per month [18 percent (18%) per annum]. The ability to invoice based on approval of the contract will not be unreasonably withheld. A flat administrative fee of \$50.00 will be charged to Client for each invoice that requires original, written paper documentation be provided to Client for invoice support.

B. Payment

Troop anticipates prompt remittance of amounts due. The preferred method of payment is through the Automated Clearing House Processing System ("ACH") upon conditions of invoice - related banking information:

Bank Name: Routing/ABA # Account # Account Name

Nevada State Bank
122400779
0612074468
Troop, LLC

Checks may alternatively be mailed to the following addresses:

Postal Mail: TROOP, LLC
6630 Surrey St.
Las Vegas, Nevada 89119

Troop will not pay convenience fees, surcharges, or any additional costs for payments made by credit card. If Client elects to pay with a credit card, Troop reserves the right to assess a credit card processing fee equal to the additional cost for payments made by credit card.

C. Contact Information

The Client hereby designates a financial liaison to be contacted in the event of billing, payment or other questions regarding the financial matters of this Agreement as follows:

Contact Name: TEACH Las Vegas / Andrea Moore

Email: amoore@teachlv.org

Inquiries of the Client to Troop should be directed to the Accounts Receivable Representative at 702-478-5300.

7. INSURANCE

A. Provided by Troop

Troop shall maintain Professional Liability Coverage with limits of no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

B. Provided by Client

Client shall maintain Comprehensive General Liability with bodily injury and property damage with combined single limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, naming Troop as an additional insured.

Upon request, the parties agree to provide each other with insurance certificates evidencing the requisite insurance coverage, which contains a provision that the coverage afforded under the policies will not be cancelled without thirty (30) days written notice.

8. INDEMNIFICATION

The parties hereto agree to indemnify, defend and hold harmless, each other and their respective parents, subsidiaries and affiliates, directors, officers, agents, servants and employees, from and against any and all claims, demands, causes of action, proceedings, losses, damages, fines, penalties, liabilities, judgments, orders, costs and expenses including, without limitation, reasonable attorney's fees and legal costs, sustained or incurred by or asserted against the party seeking indemnification by reason of, arising from, or in any way attributable to the duties, responsibilities or obligations of the other party under and during the term of this Agreement; any negligence, wrongful act, intentional act, or omission of or by the other party, their agents, servants, employees, officers, representatives or subcontracts, provided that this indemnification shall not apply to the sole negligence or wrongful act of the party seeking indemnification, their agents, servants, employees, officers, representatives, subcontractors and related entities. The aforesaid indemnification shall survive termination of this Agreement.

9. TERMINATION OF AGREEMENT

Either party may terminate this Agreement upon forty-five (45) days written notice to the other party. In the event Client terminates the Agreement, Client will be responsible to pay for the following:

- A. All services performed by Subs through the effective date of termination; and
- B. All expenses incurred by Troop in placing a Sub with Client, including without limitation nonrefundable security deposits, prepaid rent, transportation costs, utility deposits and the like.

Troop may terminate the Agreement immediately upon notice to Client if;

- C. Client fails to pay any invoice within forty-five (45) days of its due date; or
- D. Any petition is filed or proceeding is commenced by or against Client for adjudication as a bankrupt or insolvent entity under federal bankruptcy law or any other bankruptcy and insolvency act; or a proceeding for reorganization is filed by or instituted against Client; or Client makes an assignment for the benefit of creditors; or a proceeding is filed or instituted for the appointment of a receiver for Client.

10. EXCLUSIVITY

Client shall not enter into any agreement with any competitor of Troop for similar or alike services. Client agrees that Troop will be the sole and exclusive provider of substitute teaching services.

11. CONFIDENTIALITY

Client and Troop agree to keep the terms of this Agreement confidential and not to disclose the terms to any third party, including without limitation, employees of Troop, provided however, that this paragraph shall not apply if such disclosure is required by law or court order. Client agrees to inform all persons, whether employees, contractors, or agents of Client, with knowledge of the terms of the Agreement of the confidentiality provisions contained herein.

12. NOTICE

Any notice required to be given hereunder shall be in writing and shall be either hand delivered, mailed via certified mail, or mailed via a nationally recognized overnight courier to the addresses set forth below.

- A. Troop, LLC
6630 Surrey St.
Las Vegas, Nevada 89119
Attention: Brooke Reeves, Managing Partner
- B. TEACH Las Vegas
4660 N. Rancho Dr. Las Vegas, NV 89130

Notices are effective upon mailing or delivery to overnight courier service, as the case may be.

13. ASSIGNMENT

A. By Client

This Agreement may not be assigned by Client without the express written consent of Troop, which consent will not be unreasonably withheld.

B. By Troop

This Agreement may be assigned by Troop to Troop' successor or to any affiliate of Troop and their respective successors.

14. ADDENDA AND EXHIBITS

All addenda and exhibits, if any, referred to in or attached to this Agreement are and shall be deemed to be an integral part of this Agreement as if fully set forth herein.

15. Parties to the Agreement

The Client acknowledges that all of the Client's duties and obligations under this Agreement are the sole responsibility of the Client and are not the responsibility of the State of Nevada, the Nevada State Public Charter Authority, or the Nevada Department of Education.

16. ENTIRE AGREEMENT

This Agreement, together with all addenda and exhibits attached hereto, constitute the entire agreement between the parties hereto and supersedes all prior oral and written negotiations and agreements. This Agreement may only be modified in a writing signed by all parties hereto.

17. WAIVER AND SEVERABILITY

No delay or omission by either party to enforce or exercise any right, remedy or power under this Agreement shall be construed as a waiver of such right, remedy or power. A waiver by either party of any breach or default under the terms of this Agreement shall not constitute a waiver of any subsequent breach or default. In the event any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. Nothing in this Agreement shall be construed as a waiver of the limitations of damages against a local government contained in NRS 41.035.

18. JURISDICTION AND APPLICABLE LAW

This Agreement is deemed to have been made in the State of Nevada, County of Clark, and shall be interpreted in accordance with Nevada law, without regard to its conflict of law principles. The parties agree that all litigation arising out of this Agreement must be brought in Nevada state court in Clark County, or in the United States District Court for the District of Nevada, sitting in Las Vegas, Nevada, and

that the court will have personal jurisdiction over the parties, and that the venue of the action shall be appropriate to and exclusive in such court.

19. BINDING AGREEMENT

This Agreement shall inure to the benefit of, and be binding upon the parties' respective successors and assigns.

20. ATTORNEYS' FEES AND COSTS

In the event of litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to payment of its reasonable attorneys' fees and costs from the other party.

21. CUMULATIVE REMEDIES

No right or remedy herein conferred or reserved in this Agreement is exclusive of any right or remedy provided or permitted at law or in equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise, and may be enforced concurrently therewith or from time to time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and date first written above.

TEACH Las Vegas Representative Signature

By: _____
Printed Name and Title

Troop, LLC
By: Brooke Reeves, Managing Partner