

**Agreement for Substitute Teacher Services  
Between Hub Agency and a Child Care Center or Home**

This Agreement is entered into between the [AGENCY] and \_\_\_\_\_  
("Client") on this \_\_\_\_ day of \_\_\_\_\_, 2018.

Client hereby engages [AGENCY] to provide the services described herein and [AGENCY] hereby agrees to provide the Client with such services in exchange for the agreed-upon consideration.

1. Services to be Rendered by [AGENCY]: [AGENCY] shall provide qualified competent substitute teachers for the Client as requested by Client and to the extent [AGENCY] has teachers available to provide.

2. Term and Termination. This Agreement shall be effective from the date of the date hereof (the "Effective Date") for a term of one (1) year. Thereafter, this Agreement shall automatically renew on the anniversary of the Effective Date for additional one (1) year terms, unless either party provides at least thirty (30) days' written notice of termination prior to the anniversary of the Effective Date. Notwithstanding the foregoing, this Agreement may be terminated in accordance with this Section.

Either party may terminate this Agreement for any reason by providing the other party thirty (30) days' prior written notice of its desire to terminate. Upon termination, all substitute teachers placed with Client will complete their assignments pursuant to the terms of this Agreement.

3. Payment for Services Rendered: The Client shall be billed by [AGENCY] monthly for the substitute teachers provided to the Client at a bill rate of 1.375 (1.375 multiplied by the amount paid to the substitute teacher) based on the substitute teacher's hourly wage. The amount of the bill rate for each substitute teacher will be provided to Client prior to the date the substitute teacher begins work at Client. Substitute teachers will be paid for the number or hours actually worked and will be entitled to overtime pay for hours worked in excess of 40 in one week. The Client shall pay [AGENCY] for the services rendered according to the rate set forth herein within 10 calendar days of the date the invoice for the prior month is received by the Client from [AGENCY].

4. Obligations of [AGENCY]: The parties understand that all substitute teachers provided to the Client are employees of [AGENCY] and only of [AGENCY]. [AGENCY] acknowledges that it is responsible and liable for all matters related to the payment of federal, state and local payroll taxes, workers compensation insurance, salaries and fringe benefits for its substitute teachers. [AGENCY] will maintain workers compensation coverage on all substitute teachers provided to the Client as provided herein. Because the substitute teachers are not employees of the Client, they are not eligible for any compensation, paid time off, fringe benefits, pension, workers'

compensation, life, sickness or health insurance benefits, severance pay upon termination, or other similar benefits which are or may be afforded to employees of the Client. [AGENCY] will perform all required pre-employment screening of substitute teachers including, but not limited to; application, screening and interviewing, reference checks, background and criminal history checks. [AGENCY] further agrees to provide two-week orientation and onboarding training to all substitutes upon hire, prior to placement at Client site as a substitute.

5. Obligation of Clients. Unless otherwise agreed in writing:

- All equipment, materials and supplies necessary for the substitute teacher to perform their services shall be provided by the Client;
- Client shall promptly report to [AGENCY] performance-related issues, injuries, incidents, complaints, grievances or lawsuits related to any substitute teacher employed by [AGENCY]. Client understands and agrees that this communication is vital to ensure proper management of the substitute teacher and to comply with legal and regulatory standards. Client will cooperate fully with [AGENCY] in discussing, documenting and resolving any such problems.
- Client has the authority to dismiss any substitute teacher (from teaching at that center) at any time in its own discretion. Such dismissal requires immediate notification to [AGENCY]. [AGENCY] agrees to replace the substitute teacher as quickly as possible in order to fulfill the remainder of that assignment.
- Client shall orient each individual substitute teacher to its facility, including but not limited to its rules, regulations, policies, procedures, physical layout and emergency protocol.
- Client agrees to provide [AGENCY] with any requested documentation necessary for [AGENCY] to conduct performance evaluations of the substitute teachers.
- Client may request to offer employment to a substitute teacher, provided that the substitute has been employed as a substitute teacher with [AGENCY] for at least six months and has worked a minimum total of 1000 hours. If acceptable to [AGENCY], such offers will be extended through [AGENCY] and will be subject to the standard guidelines and agreements in place at that time between [AGENCY] and Client site.

6. Indemnification: To the extent permitted by law, [AGENCY] will defend, indemnify and hold Client and its directors, officers, agents, representatives and employees harmless from all claims, losses and liabilities (including reasonable attorney's fees) to the extent caused by [AGENCY]'s breach of this Agreement; its failure to discharge its duties and responsibilities set forth in this Agreement; or the

negligence, gross negligence or willful misconduct of [AGENCY] or [AGENCY]'s officers, employees or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, Client will defend, indemnify and hold [AGENCY] and its directors, officers, agents, representatives and employees harmless from all claims, losses and liabilities (including reasonable attorney's fees) to the extent caused by Client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in this Agreement; or the negligence, gross negligence or willful misconduct of Client or Client's officers or employees in the discharge of those duties and responsibilities.

7. Insurance: Client shall maintain all reasonable insurance coverage concerning possible damages or claims that may arise in relation to the services provided by the substitute teachers while providing such services for the Client.

8. Compliance with Laws: This Agreement shall be governed by the laws of the State of XX and any and all applicable federal laws and regulations. The parties shall not discriminate on the basis of nation origin, race, color, sex, age, marital status, disability or any other class protected by law.

9. Waiver of Breach: The waiver of a breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach by either party. No waiver shall be valid unless in writing and signed by an authorized officer of the party granting the waiver.

10. Entire Agreement: This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement that is in writing signed by the party against whom enforcement of any change, modification, extension or discharge is sought.

11. Notices: Any notice required to be given under this Agreement shall be deemed given, if it is in writing and sent by certified mail, return receipt requested to [AGENCY] or the Client at such address as provided to the other party.

**[Agency name]** \_\_\_\_\_

**[Client name]** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_