



EXHIBIT A

PRICING AND SCREENING

Note: This Exhibit A is being used only to address pricing and screening requirements. It is not to be used as a standalone contract and does not modify any contractual terms agreed to in the Customer Services Agreement.

Customer and Kelly representative **must** initial the bottom of all pages of this agreement.

This Pricing Exhibit A is incorporated and made part of the Customer Services Agreement between Kelly Services, Inc. and **Kensington Police Protection and Community Services District**. The pricing in Exhibit A is confidential and proprietary to Kelly. Customer agrees not to disclose the contents of Pricing Exhibit A to persons or entities not party to this agreement without Kelly’s written permission.

1. TERM. The pricing in this Exhibit A shall be effective for work performed from **June 28, 2019** until **either party requests termination of contract**.

2. LOCATION(S). The Customer locations to be served are as follows:

217 Arlington Ave, Kensington, CA 94707

3. PRICING. COSTS FOR ASSIGNED EMPLOYEES. Hourly “Bill Rate” for Temporary Employees provided by Kelly Services. This includes all skill-sets and service lines. The hourly “Bill Rate” for each assignment must be approved by the appropriate affiliate prior to the start of the assignment.

Bill Rate for this position: *Varies depending on employee assignment*

These “Bill Rates” include all applicable payroll taxes, workers’ compensation and general liability coverage, and Kelly’s general benefit packages.

4. PRICING FOR CONVERSION OF ASSIGNED EMPLOYEES.

Hours Worked on Assignment	% of Annualized Salary/Conversion Fee
0-260	25%
261-520	20%
251-780	15%
781-1040	10%
1041+	2.5% of permanent salary

5. PRICING FOR KELLYSELECT® (TEMP-TO-HIRE) POSITIONS FOR ASSIGNED EMPLOYEES

- a. Customer has requested and will pay Kelly for assistance in finding, referring, and placing one or more candidates into temporarily assigned employment positions that may lead to direct employment positions with Customer. This agreement applies to:
Temp-to-hire referrals requested for the following position(s): All Positions
- b. A candidate accepted by Customer for a temp-to-hire position will begin his or her work on assignment for Customer as an assigned employee of Kelly at the agreed upon Bill Rate and documented in Kelly's automated Kelly StaffNet system.
- c. Customer shall pay a fee to Kelly when the person's employment begins, according to the following rules:
 - i. If Customer first employs the candidate after the candidate has worked 1041 or more billable hours as an assigned employee on assignment to Customer, and Customer pays for all such hours within 21 days after the last hour worked, there will be an 2.5% Permanent salary conversion fee.
 - ii. If Company first employs the candidate before the candidate has worked 1040 hours as an assigned employee, a conversion fee of 10% - 25% of annual salary will be charged; for special or hard-to-fill positions, Kelly and Customer may agree to a higher conversion fee, which will be set forth in a separate written communication (e.g. e-mail) between the parties.

6. PRICING FOR DIRECT HIRE POSITIONS FOR CANDIDATES

- a. Customer will pay the following fee for each candidate that Customer (or any affiliate) employs in any capacity within 360 days after Kelly refers the candidate to Customer.
- b. Replacement Guarantee. If Company fully pays for the candidate's placement within twenty one (21) days after the candidate's start date and the placed candidate's employment with Company is terminated within a guarantee period of the first 30 calendar days, for reasons other than layoff, lack of work, change in work scope, cancellation of project, or change in the Company's location, Kelly will elect either to replace the candidate without additional charge or to refund a percentage of the paid fee to account for the unworked percentage of the guarantee period. Kelly will not be directly or indirectly liable for the acts or omissions of candidates referred to Company.

Referrals requested for the following position(s): All positions

- c. Fee: 25% of the candidate's annualized salary, unless it is negotiated that the fee will be higher for special or hard-to-fill positions.

7. SCREENING REQUIREMENTS.

The following background/drug screens shall be performed on Assigned Employees prior to being placed at Customer location(s):

Type	Sub-Type

8. PRICING FOR BACKGROUND/DRUG SCREENING.

All costs and administrative fees related to background and drug screening will be passed through to Customer at no additional mark-up

9. OTHER PRICING/SERVICES.

- a. Overtime will be billed at a rate of 1.5 times the straight time bill rate.
- b. The pricing structure provided in this Exhibit A is confidential and proprietary to Kelly. Customer agrees not to disclose the contents of Exhibit A to persons or entities not party to this Agreement without Kelly’s written permission.
- c. As it relates to the Kelly Guarantee, “reasonable notice” is defined as two (2) days.
- d. Payment of invoices are due upon receipt

10. MISCELLANEOUS.

- a. As it relates to the Kelly Guarantee, “reasonable notice” is defined as two (2) days.
- b. Kelly reserves the right to adjust pricing as specified in the terms of the agreement.
- c. Any Candidate submitted by Kelly Services will be reserved by Kelly Services for a period of one year (12 months).

CONFIDENTIAL TO KELLY SERVICES, INC. AND CUSTOMER

Kelly Services, Inc. _____

Customer _____