Amendment #1:
To increase the amount from $50,000 to $150,000.

THIS PURCHASE ORDER REPLACES PURCHASE ORDER # 6500000663

NOTICE OF AWARD

Original Validity Period 06/05/2015 - 08/31/2016
Current Validity Period 09/01/2016 - 08/31/2017

Extensions: The Institution reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that the Institution notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the Contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract.

Vendor Contact:
Rosalyn Lawson, Sr. Area Manager, Nashville
Office: 615.373.1302 Mobile: 615.339.8889
rosalyn.lawson@kellyservices.com

Unless otherwise stated herein, the University’s Standard Terms and Conditions, available at http://purchasing.tennessee.edu/UT_Standard_Terms&_Conditions.html are incorporated into this Purchase Order as well as those contained in the referenced RFQ.

Signature ____________________________________
This agreement is extended to all University of Tennessee campuses and institutes.

Items listed below will not be purchased at one time but over the term of the agreement.

The item is based on the following:
TBR-Kelly Services contract # 14-0008

Any questions regarding this agreement should be directed to:
Abbie Shellist
ashellis@tennessee.edu

### Framework Purchase Order

#### Information

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<td>Payment Terms:</td>
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<td>F.O.B.</td>
<td>U.T. Destination</td>
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<td>Buyer:</td>
<td>Abbie Shellist</td>
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<tr>
<td>Phone:</td>
<td>865-974-3110</td>
</tr>
<tr>
<td>Fax:</td>
<td>865-974-2973</td>
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<td>From 06/05/2015 To 08/31/2017</td>
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### Item

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<th>Price Per Unit</th>
<th>Net Amount</th>
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<td>Temporary Employment Services</td>
<td>150,000.00</td>
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Total Net Amount without Tax USD = = = = = = 150,000.00

The University of Tennessee conforms to all applicable rules, regulations and relevant orders of the Secretary of Labor. Affirmative action clauses and supporting regulations are incorporated by reference: 41 C.F.R. 60:1.4 sections 60-250.22, 60-741.22 and C.F.R. 61-250.10.

Unless otherwise stated herein, the University’s Standard Terms and Conditions, available at http://purchasing.tennessee.edu/UT_Standard_Terms_&_Conditions.html are incorporated into this Purchase Order as well as those contained in the referenced RFQ.
CONTRACT
BETWEEN
TENNESSEE BOARD OF REGENTS
AND
KELLY SERVICES, INC.

This Contract, by and between the Tennessee Board of Regents, hereinafter referred to as the "Institution" and Kelly Services, Inc., hereinafter referred to as the "Contractor," is for the purpose of providing temporary employment services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation. The Contractor's address is:

402 BNA Drive
Suite 610
Nashville, TN 37217

The Contractor's place of incorporation or organization is Michigan.

A. SCOPE OF SERVICES:
A.1. Contractor shall provide on-site temporary employment services for Institutions listed in Attachment A. Contractor shall only provide temporary employment services as requested by the Institutions.
A.2. Contractor shall only provide positions as defined in Attachment B.
A.3. Additional Contractor's Responsibilities are provided in Attachment C.

B. CONTRACT TERM:
B.1. Contract Term. This Contract shall be effective for the period commencing on September 1, 2014 and ending on August 31, 2016. The Institution shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
B.2. Term Extension. The Institution reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that the Institution notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the Contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the Institution's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:
C.1. Maximum Liability. In no event shall the annual maximum liability of the Institution under this Contract exceed two million dollars ($2,000,000.00). The Service Rates in Section C.3 include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the Institution requests work and the Contractor performs satisfactory work.
C.2. Compensation Firm. The Service Rates and the Maximum Liability of the Institution under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless the Contract is amended. Should the Contractor need a price increase resulting from any determination, order or action by or under any governmental authority, the Contractor shall provide a request to the Institution, with documentation from the governmental authority, a minimum of sixty (60) days prior to the effective date for review and approval.
C.3. **Payment Methodology.** The Contractor shall be compensated based on the Service Rates provided in Attachment B and authorized by the Institution in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor’s compensation shall be contingent upon the reasonably satisfactory completion of units defined in Attachment B. The Contractor shall submit weekly invoices, in form and substance acceptable to the Institution prior to any payment. Contractor shall provide all of the necessary supporting documentation to the Institution only upon request. Such invoices shall be submitted for completed hours for the amount stipulated.

C.4. **Travel Compensation.** The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. **Payment of Invoice.** The payment of the invoice by the Institution shall not prejudice the Institution’s right to object to or question any invoice or matter in relation thereto. Such payment by the Institution shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.6. **Invoice Reductions.** The Contractor’s invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Institution, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.7. **Deductions.** The Institution reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the Institution any amounts which are or shall become due and payable to the Institution by the Contractor.

D. **STANDARD TERMS AND CONDITIONS:**

D.1. **Required Approvals.** The Institution is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee state laws and regulations.

D.2. **Modification and Amendment.** This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials in accordance with applicable Tennessee state laws and regulations.

D.3. **Ethnicity.** This Contract shall not be executed until the Contractor has completed the Minority/Ethnicity Form.

D.4. **Termination for Convenience.** The Institution may terminate this Contract without cause for any reason. Such termination shall not be deemed a Breach of Contract by the Institution. The Institution shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor may terminate this Agreement at any time upon ninety (90) days written notice. *The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Institution be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.*

D.5. **Termination for Cause.** If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the Institution shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the Institution for damages sustained by virtue of any breach of this Contract by the Contractor.

D.6. **Subcontracting.** The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Institution. If such subcontracts are approved by the Institution, they shall contain, at a minimum, sections of this Contract pertaining to “Conflicts of Interest” and “Nondiscrimination” (sections D.7. and D.8.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
D.7. **Conflicts of Interest.** The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.8. **Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or Tennessee constitutional or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. **Records.** The Contractor shall maintain documentation for all charges against the Institution under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Institution, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. **Insurance.**

a. The Contractor shall maintain fidelity insurance. The Contractor shall provide an original certificate of insurance to the Institution prior to the effective date of the Contract and prior to any renewal term thereafter. If the policy is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to the Institution.

b. The Contractor shall maintain a commercial general liability policy. The policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of $1,000,000 per occurrence, $3,000,000 in the aggregate. The Contractor shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law, with Employer's Liability Limits of $100,000. The Contractor shall provide an original certificate of insurance to the Institution prior to the effective date of the Contract and prior to any renewal term thereafter. If the policy is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to the Institution.

The enumeration in the Contract of the kinds and amounts of liability insurance shall not abridge, diminish or affect the Contractor's legal responsibilities arising out of or resulting from the services under this Contract.

D.10. **Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Institution, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. **Progress Reports.** The Contractor shall progress reports to the Institution as follows:

A. The Contractor shall submit monthly reports to all Institutions identified in Attachment A containing the following information:

- Name of Individual placed
- Position
- Hourly rate
- Amount expended for position to date
- Length of time in position to date
- Any positions not filled

B. The Contractor shall submit quarterly reports to the TBR Central Office (for all TBR Institutions), and the University of Tennessee Knoxville (for all UT Institutions) containing the following information:
D.12. **Strict Performance.** Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. **Independent Contractor.** The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the Institution, agrees to carry adequate liability and other appropriate forms of insurance, including workers' compensation coverage as required by applicable law on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

D.14. **Institution Liability.** The Institution shall have no liability except as specifically provided in this Contract.

D.15. **Force Majeure.** The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.

D.16. **Institution and Federal Compliance.** The Contractor shall comply with all applicable State and Federal laws and regulations, including Institution policies and guidelines in the performance of this Contract.

D.17. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the Tennessee Claims Commission in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the Institution or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.18. **Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.19. **Headings.** Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. **SPECIAL TERMS AND CONDITIONS:**

E.1. **Communications and Contacts.**
The Institution:
Tennessee Board of Regents
April Preston, Assistant Vice Chancellor, Human Resources
1415 Murfreesboro Road, Suite 346
Nashville, Tennessee 37217
Phone (615) 366-4404
Fax (615) 366-3907
april_preston@ibr.edu
AND

Angela Gregory Flynn
Tennessee Board of Regents
1415 Murfreesboro Road, Suite 346
Nashville, TN 37217
(615) 366-4436
(615) 366-2243 Fax
angela.flynn@ibr.edu

The Contractor:
Kelly Services, Inc.
Amy C. Jordan
Territory Vice President – Middle TN
402 BNA Drive
Suite 610
Nashville TN 37217
Phone: (615) 367-1960, Ext. 208
Amy139@kellyservices.com

All instructions, notices, consents, demands, or other communications shall be sent in a manner that verifies proof of delivery. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission. Changes to the Contract shall not be effective until agreed to, in writing, by both parties.

E.2. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Institution reserves the right to terminate the Contract upon written notice to the Contractor. Such termination shall not be deemed a breach of Contract by the Institution. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the Institution any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.3. Breach. A party shall be deemed to have breached the Contract if any of the following, including but not limited to, occurs:

— failure to materially perform in accordance with any term or provision of the Contract;
— partial performance of any term or provision of the Contract;
— any act prohibited or restricted by the Contract, or
— violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a “Breach.”

a. Contractor Breach—Institution shall notify Contractor in writing of a Breach.

(1) In event of a Breach by Contractor, the institution shall have available the remedy of Actual Damages and any other remedy available at law or in equity.
b. **Institution Breach**— In the event of a Breach of contract by the Institution, the Contractor shall notify the Institution in writing within 30 days of any Breach of contract by the Institution. The notice shall contain a description of the Breach. In the event of Breach by the Institution, the Contractor may avail itself of any remedy at law in the Claims Commission; provided, however, failure by the Contractor to give the Institution written notice and opportunity to cure as described herein operates as a waiver of the Institution's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.4. **Copyrights and Patents/Institution Ownership of Work Products.** Contractor grants Institution a worldwide, perpetual, non-exclusive, irrevocable, fully paid up license to use any proprietary software products delivered under this Contract. The Institution shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, as well as share in any financial benefits derived from the commercial exploitation of all work products created, designed, developed, or derived from the services provided under this Contract. The Institution shall have the right to copy, distribute, modify and use any training materials delivered under this Contract for internal purposes only.

The Contractor agrees to indemnify and hold harmless the Institution as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the Institution for infringement of any third party's intellectual property rights, including but not limited to, any alleged patent or copyright violations. The Institution shall give the Contractor written notice of any such claim or suit and full right and opportunity to contest the Contractor's own defense thereof. In any such action brought against the Institution, the Contractor shall take all reasonable steps to secure a license for Institution to continue to use the alleged infringing product or, in the alternative, shall find or develop a reasonable, non-infringing alternative to satisfy the requirements of this Contract.

The Contractor further agrees that it shall be liable for the reasonable fees of attorneys for the Institution in the event such service is necessitated to enforce the obligations of the Contractor to the Institution.

E.5. **Equipment/Inventory.** No equipment shall be purchased under this Contract.

E.6. **Institution Furnished Property.** The Institution is responsible for providing adequate internal controls, supervision, and instructions for temporary employees for Institution's Property. The Contractor is responsible for workers' compensation claims of Contractor's Temporary Employees.

E.7. **Incorporation of Additional Documents.** Included in this Contract by reference are the following documents:

a. This Contract document and its attachments
b. Request for Proposal 14-0008 and its associated attachments
d. The Contractor's Proposal dated 04/02/14

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in the order of precedence detailed above.

E.8. **Prohibited Advertising.** The Contractor shall not refer to this Contract or the Contractor's relationship with the Institution hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.9. **Hold Harmless.** The Contractor shall indemnify the Institution against any claims and expenses (including reasonable attorney fees and or other costs and expense of litigation) that arise out of Contractor's failure to perform the obligations of a provider of temporary staffing services or that result from a material breach of this Contract by Contractor.

In the event of any such suit or claim, the Contractor shall give the Institution immediate notice thereof and shall provide all assistance required by the Institution in the Institution's defense. The Institution shall
give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and
obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to
accord to the Contractor, through its attorney(s), the right to represent the Institution in any legal matter,
such rights being governed by Tennessee Code Annotated, Section 8-6-106.

E.10. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and
its principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily
excluded from covered transactions by any Federal or Institution department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil
judgment rendered against them from commission of fraud, or a criminal offence in connection
with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or
grant under a public transaction, violation of Federal or State antitrust statutes or commission of
embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false
Statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a government entity
(Federal, State, or Local) with commission of any of the offenses detailed in section b. of this
certification; and

d. have not within a three (3) year period preceding this Contract had one or more public
transactions (Federal, State, or Local) terminated for cause or default.

E.15. Prohibition on Hiring Illegal Immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124,
requires that Contractor attest in writing that Contractor will not knowingly utilize the services of illegal
immigrants in the performance of this Contract and will not knowingly utilize the services of any
subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the
performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used
in Contract Performance (“the Attestation”), which is attached and hereby incorporated as Attachment D.

If Contractor is discovered to have breached the Attestation, the Commissioner of Finance and
Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to
any Tennessee Board of Regents Institution or any other state entity for a period of one (1) year from the
date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process
in the Rules of Finance and Administration, Chapter 0620.

IN WITNESS WHEREOF:

KELLY SERVICES, INC.:

Amy C. Jordan, Territory Vice President Middle TN 05-29-2014

TENNESSEE BOARD OF REGENTS:

John C. Morgan, Chancellor

Charles Peccolo, Chief Financial Officer
University of Tennessee
ELIGIBLE INSTITUTIONS

Tennessee Board of Regents, Central Office
Austin Peay State University
East Tennessee State University
Middle Tennessee State University
Tennessee State University
Tennessee Technological University
University of Memphis
Chattanooga State Technical Community College
Cleveland State Community College
   TCAT-Athens
Columbia State Community College
   TCAT-Pulaski
   TCAT-Hohenweld
Dyersburg State Community College
Jackson State Community College
   TCAT-Jackson
   TCAT-Whiteville
   TCAT-Crump
   TCAT-McKenzie
   TCAT-Paris
   TCAT-Newbern
   TCAT-Ripley
   TCAT-Covington
Mottow State Community College
   TCAT-Shelbyville
   TCAT-Murfreesboro
   TCAT-McMinnville
Nashville State Community College
   TCAT-Nashville
   TCAT-Dickson
Northeast State Technical Community College
   TCAT-Elizabethton
Pellissippi State Technical Community College
   TCAT-Knoxville
Roane State Community College
   TCAT-Oneida/Huntsville
   TCAT-Harriman
   TCAT-Jacksboro
   TCAT-Crossville
Southwest Tennessee Community College
   TCAT-Memphis
Volunteer State Community College
   TCAT-Livingston
   TCAT-Hartsville
Walters State Community College
   TCAT-Morristown
University of Tennessee – Chattanooga
University of Tennessee – Knoxville
University of Tennessee – Martin
University of Tennessee – Memphis
University of Tennessee – Tullahoma
# Positions and Rates

## Part 1 - Positions and Rates

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<th>Position Descriptions</th>
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<tr>
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<td>Clerical: Administrative Assistant</td>
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<tr>
<td>3</td>
<td>Clerical: Executive Assistant</td>
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<td>4</td>
<td>Clerical: Data Entry</td>
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<td>5</td>
<td>Technical: Web Design</td>
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<td>6</td>
<td>Technical: Computer Programmer/ Analyst</td>
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<td>7</td>
<td>Accounting: Accounting Assistant</td>
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<td>Accounting: A/P-A/R Clerk</td>
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<td>Accounting: Accountant</td>
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<td>Service: Cleaning</td>
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<td>12</td>
<td>Service: Cashier</td>
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<td>Teaching: Adjunct Faculty</td>
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<td>Conversion Fee</td>
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<td></td>
<td>Clerical/Light Industrial</td>
<td>1.335</td>
</tr>
<tr>
<td></td>
<td>Finance</td>
<td>1.365</td>
</tr>
<tr>
<td></td>
<td>IT/Engineering</td>
<td>1.45</td>
</tr>
<tr>
<td></td>
<td>Healthcare/Science</td>
<td>1.55</td>
</tr>
</tbody>
</table>
CONTRACTOR’S RESPONSIBILITIES

Scope of Services

Contractor shall provide, at a minimum, the following services:

1. Temporary on-site employment services for institutions listed in 6.7. Contractor shall only provide temporary employment services as requested by institution.
2. A definition of the various levels of positions to match the difference in rates in Attachment B.
3. Pre-Employment requirements, such as background checks of temporary employees prior to placement, as requested.
4. Allow temporary employees to convert to institution employees, if requested by institution.
5. Provide reports including but not limited to: usage of services by institution; number and length of time of placements; requests unable to fill; overall spend by institution and aggregate; time to fill request, etc.
6. On-site visits as requested.

Customer Service

Contractor’s hours of operation shall be 8:00am to 5:30pm CST.

Contractor shall provide technical support and customer service via a toll-free telephone number. Real time assistance shall be available Monday through Friday from 7 a.m. to 5 p.m. CST.

Contractor shall respond to all inquiry requests within twenty-four (24) hours. Placement of requested positions shall not exceed the following timeframes:

<table>
<thead>
<tr>
<th>Position Description</th>
<th>Placement Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerical</td>
<td>12 – 24 hours</td>
</tr>
<tr>
<td>Light Industrial/Maintenance</td>
<td>24 – 72 hours</td>
</tr>
<tr>
<td>Accounting &amp; Finance</td>
<td>2 – 7 days</td>
</tr>
<tr>
<td>IT-Technical</td>
<td>3 – 7 days</td>
</tr>
<tr>
<td>Engineering</td>
<td>5 – 10 days</td>
</tr>
<tr>
<td>All Other Position Requests</td>
<td>2 – 7 days</td>
</tr>
</tbody>
</table>

Contractor shall maintain a standard process for responding to user/customer complaints and service issues.

Contractor shall maintain escalation procedures for handling complaints that cannot be resolved by the standard process.

During the life of the Contract, Contractor shall continually assess customer satisfaction regarding use of its System/Solution.

The Contractor’s System shall offer timely reporting capabilities.

Implementation and Support/Training
Contractor shall provide training at no charge for Institution staff prior to implementation.

Contractor shall provide on-going training options/opportunities to the Institution during the term of the Contract.

Compliance

Contractor shall ensure and maintain legal compliance pertaining to temporary employment.

Contractor shall maintain a standard process for resolving consumer disputes.

Contractor shall assist the Institution in staying abreast of legal requirements on the federal and state levels.

Contractor shall maintain and communicate to the Institution the latest updated information on state and federal laws regarding temporary employment services.
# ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

<table>
<thead>
<tr>
<th>CONTRACT NUMBER:</th>
<th>14-0008</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR LEGAL ENTITY NAME:</td>
<td>Kelly Services, Inc.</td>
</tr>
<tr>
<td>FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)</td>
<td>38 1610762</td>
</tr>
</tbody>
</table>

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

**SIGNATURE & DATE:**

**NOTICE:** This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.
RENEWAL AGREEMENT
(CONTRACT NO. 104168)
BETWEEN
KELLY SERVICES, INC.
AND
TENNESSEE BOARD OF REGENTS

WHEREAS, Kelly Services, Inc. (Contractor), and the Tennessee Board of Regents, entered into an Agreement commencing on August 1, 2014, in which the Contractor agreed to provide temporary employment services to the institutions of the Tennessee Board of Regents, and

WHEREAS, the said parties desire to extend said Agreement in the manner described below.

NOW THEREFORE, the said parties hereby incorporate by reference all the terms and provisions of that said Agreement and supplement said Agreement with the following provisions:

Section B of the original Agreement is modified to read as follows:

B.1. **Term.** This contract shall be effective for the period commencing on September 1, 2014 to August 31, 2017. TBR shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

IN WITNESS WHEREOF, the parties have by their duly authorized representative set their signatures.

IN WITNESS WHEREOF:

KELLY SERVICES, INC.:

[Signature]
Rosalyn Lawson, Senior Area Manager

2016-07-18 | 8:12 AM CDT

TENNESSEE BOARD OF REGENTS:

[Signature]
David B. Gregory, Chancellor

2016-07-18 | 1:13 PM CDT