



**PRICING EXHIBIT A  
TO CUSTOMER SERVICES AGREEMENT BETWEEN  
KELLY SERVICES, INC., AND THE WARREN COUNTY SCHOOL  
DISTRICT  
MARCH 10, 2009**

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

1. **TERM.** The pricing set forth in this Pricing Exhibit A shall be effective for work performed from the 10<sup>th</sup> day of March 2009, until March 10, 2010.

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

The Warren School District

3. **PRICING.**

**A. HOURLY COSTS FOR TEMPORARY EMPLOYEES**

Service Line (Healthcare) Job Family (Health Trainers),	Bill rate
Athletic Health Trainers (fully recruited)	1.50%
Athletic Health Trainers (payroll service)	1.42%

**B. PRICING FOR CONVERSION OF TEMPORARY EMPLOYEES**

As set forth below, Customer agrees to pay a conversion fee upon the conversion of a temporary employee from Kelly's employment to Customer's employment. The conversion fee is based on the annualized salary (2,080 hours) of the converted employee. Multiply the temporary employee's pay rate by 2,080 to determine the annualized salary.

For example, an annualized salary of \$20,000 would be billed as follows:

Hours Worked on Order	% of Annualized Salary/Conversion Fee
1 – 520	20%
521 – 780	15%
781 – 1040	10%

Confidential to Kelly Services, Inc. and Customer

Kelly Services Inc. \_\_\_\_\_

e1573 R5/07

Customer \_\_\_\_\_

1041 +	5%
--------	----

**C. PRICING FOR KELLYSELECT® (TEMP-TO-HIRE) POSITIONS FOR TEMPORARY EMPLOYEES**

Customer has requested and will pay Kelly for assistance in finding, referring, and placing one or more candidates into temporary employment positions that may lead to direct employment positions with Customer. This agreement applies to:

- All temp-to-hire referrals requested by Company, until the agreement is replaced or amended
- Only temp-to-hire referrals requested for the following position(s):

A candidate accepted by Customer for a temp-to-hire position will begin his or her work on assignment for Customer as a temporary employee of Kelly at the hourly bill rate of \$ \_\_\_\_\_ or as otherwise agreed and documented in Kelly's automated Kelly StaffNet system.

Customer shall pay a fee to Kelly when the person's employment begins, according to the following rules:

- If Customer first employs the candidate after the candidate has worked \_\_\_\_\_ or more billable hours as a temporary employee on assignment to Customer, and Customer pays for all such hours within 21 days after the last temporary hour worked, the following administrative fee will apply, \_\_\_\_\_.
- If Company first employs the candidate before the candidate has worked \_\_\_\_\_ hours as a temporary employee, a conversion fee of \_\_\_\_\_ 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.

**D. PRICING FOR DIRECT HIRE POSITIONS FOR CANDIDATES**

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.

This agreement applies to:

- Only referrals requested for the following position(s):

Fee:

- 20% of the candidate's annualized salary, unless it is negotiated that the fee will be higher for special or hard-to-fill positions.

**E. OTHER PRICING/SERVICES:**

- Expenses (e.g., mileage) and all costs or administrative fees associated with any required screenings, etc. will be charged to the customer (without application of the agreed-upon markup, if any).

Confidential to Kelly Services, Inc. and Customer

Kelly Services Inc. \_\_\_\_\_

e1573 R5/07

Customer \_\_\_\_\_

- The pricing structure provided in this Pricing 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.
- As it relates to the Kelly Guarantee, "reasonable notice" is defined as two (2) days.
- Kelly reserves the right to adjust pricing as specified in the terms of the agreement.

Confidential to Kelly Services, Inc. and Customer

Kelly Services Inc. \_\_\_\_\_

e1573 R5/07

Customer \_\_\_\_\_