Agenda of Regular Board Meeting

The Board of Trustees
Ellwood City School District

A Regular Board Meeting of the Board of Trustees of Ellwood City School District will be held Monday, October 12, 2026, beginning at 7:00 PM Board Room at Lincoln High School, 501 Crescent Avenue, Ellwood City, PA 16117.

1. **Meeting Opening**
   1.A. Call To Order
   1.B. Roll Call
   1.C. Silent Meditation
   1.D. Pledge of Allegiance
   1.E. Public Comment
   Description: Process and procedures for Public Comment are guided by ECASD School Board Policy #903. Public Comment is limited to residents or taxpayers of the District. Any individual who wishes to address the Board is required to announce his or her name, address, and group affiliation if appropriate. Each individual will have three (3) minutes to address the Board on Agenda items only. The Public Comment section of the agenda is for comment only. Dialogue and questions will not be entertained.

   1.F. Approval of Minutes
   Description: Motion to approve the September 14, 2026 Combined Meeting Minutes.

2. **Revenue/Finance - Gray, Biehls**
   2.A. Approve Berkheimer Tax Resolution
   Description: Motion to approve the resolution appointing the business manager as the Berkheimer Tax contact.

   2.B. Approve PaperCut
   Description: Motion to approve the purchase of PaperCut a program for copier account management for five district copiers.

3. **Personnel - Tillia, Mancini, Cirelli**
   3.A. Approve Winter Coaches
   Description: Motion to approve Winter Coaches for the 2026-27 school year.

   3.B. Accept Resignations
   Description: Motion to accept the following resignations:
   1. John Fleming, head wrestling coach effective September 15, 2026.
   2. Connie Frisk, Instructional Aide, for the purpose of retirement, effective November 9, 2026.

3. Sherri McCarty, Personal Care Aide, for the purpose of retirement, effective November 6, 2026.

3.C. Approve Head Wrestling Coach
Description: Motion to hire _____ for a three year contract as the Head Wrestling Coach.

3.D. Approve FMLA's
Description: Motion to approve the following Family Medical Leaves in accordance with the Family Medical Leave Act and Policy #335:
1. Employee #0024 - intermittent leave for the 2026-27 school year.
2. Employee #0025 - leave from October 13, 2026 to November 9, 2026.
3. Employee #0026 - intermittent leave for the 2026-27 school year.

3.E. Approve Tenure
Description: Motion to approve tenure for the following employee who has completed six successful semesters with a satisfactory evaluation:
1. Evan Brochinsky, grade 3 teacher.

3.F. Approve Support Staff Substitutes
Description: Motion to approve the following as support staff substitutes for the 2026-27 school year::
1. Mary Sainato - cafeteria worker.
2. Rebecca Grimm - nurse.
3. Cory Biego - cafeteria worker

3.G. Hire School Police Officer
Description: Motion to hire _____ for the remainder of the 2026-27 school year in accordance with the School Police Officers contract.

3.H. Approve the Shared Service Contract for Business Manager
Description: Motion to approve the Shared Service Contract with Shenango School District for Business Manager Services at a cost of $65,000.00 from November 1, 2026 through October 31, 2027.

3.I. Hire Cafeteria Workers
Description: Motion to hire the following as cafeteria workers in compliance with the current SEIU 32 BJ Bargaining Agreement:
1. Michelle Lample
2. Valerie Daniels
3. April McKeag

4. **Athletics/Facilities & Community - Boots, Gray, Mancini**

4.A. Approve Facility Requests

Description: Motion to approve the following facility requests:
1. ECLW Hoops is requesting the use of the North Side Primary gym for elementary basketball practice on Wednesdays and Fridays beginning October through the end of December from 4:30 p.m. - 7:30 p.m. at the principal's discretion.
2. ECLW Hoops is requesting the use of the Hartman Intermediate Gym for elementary basketball practice Monday–Friday from October through March from 4:30 p.m. - 9:00 p.m. at the principal's discretion.

4.B. Discussion Item: EC Ball Fields Project Organization anticipated donation to the borough.

4.C. Approve Disclaimed Interest in Funds Raised
Description: Motion to disclaim interest in funds raised by the EC Ball Fields Organization and consent to the Organization's donation of these funds to the Borough of Ellwood City for the upgrades to Stiefel Park

4.D. Approve location for softball team 2026-27 season.
Description: Motion to approve the Girls Softball Team to play _____for the 2026-27 season.

4.E. Approve IRT Program
Description: Motion to approve Innovative Readiness Training to use district facilities in the summer of 2027, pending appropriate facilities request is completed and approved by Director of Facilities.

5. **Education/Student Affairs - Cirelli, Tillia, Fauzey**

5.A. Approve New/Revised Policy for First Reading
Description: Motion to approve the following new/revised policy for first reading:
1. Policy #005 - Organization

5.B. Discussion Item: Policy #913.1 Advertising and Other Commercial Activity on School Property.

5.C. Approve Maxim Healthcare Agreement
Description: Motion to approve the 2026-27 Maxim Healthcare Services Agreement to provide nursing staff solutions..

5.D. Approve Amare Healthcare Staffing Agreement
Description: Motion to approve the 2026-27 Amare Healthcare Staffing Agreement to provide nursing staff solutions..

5.E. Vote for PSBA Officers
Description: Motion to approve the following PSBA officers:

6. **Committee Reports**

7. **Meeting Closing**

7.A. New Business

7.B. Public Comment

Description: Process and procedures for Public Comment are guided by ECASD School Board Policy #903. Public Comment is limited to residents or taxpayers of the District. Any individual who wishes to address the Board is required to announce his or her name, address, and group affiliation if appropriate. Each individual will have three (3) minutes to address the Board. The Public Comment section of the agenda is for comment only. Dialogue and questions will not be entertained.

7.C. Adjournment

Minutes of Combined Board Meeting

The Board of Trustees
Ellwood City School District

A Combined Board Meeting of the Board of Trustees of Ellwood City School District was held on Monday, September 14, 2026, at 7:00 PM Board Room at Lincoln High School, 501 Crescent Avenue, Ellwood City, PA 16117.

1. **Meeting Opening**

1.A. Call To Order – Meeting was called to order at 7:01 p.m.. An Executive Session was held prior to the meeting for personnel.

1.B. Roll Call

Present: Mrs. Jean Biehls, Mr. Norman Boots, Mrs. Joyce Cirelli, Dr. Claire Fauzey, Ms. Kathy Galbreath, Mrs. Erica Gray, Mr. Nick Mancini, Mrs. Kathy Tillia, Ms. Jennifer Tomon.

1.C. Silent Meditation

1.D. Pledge of Allegiance

1.E. Student Recognition

Description: Recognition of the following students:
Virginia Smith, grade 9, donating items to students through her Books to Blessings charity.
Ella Fauzey, grade 3, donating items to students through her school supply drive.
Maura Fauzey, grade 8, donating items to students through her school supply drive.

1.F. Board Recognition

Description: Recognition by PSBA of school board directors who have reached five-year service milestones.

1. Mrs. Kathy Tillia
2. Dr. Claire Fauzey

1.G. Presentation by EDM Consultant on Facilities Master Plan

1.H. Public Comment

1. Keith Foley, 923 Mt. Hope Road, New Castle, PA – spoke about his personal concerns for the district, has a history in sales and marketing, was on the board years ago for eight years.

1.I. Approval of Minutes

Description: Motion to approve the minutes from the August 3, 2026 Committee Meeting, August 10, 2026 Regular Meeting, and the August 19, 2026 Special Meeting Motion by Ms**.** Galbreath seconded by Mrs. Tillia and carried without objection.

Administrators gave their monthly reports.

2. **Revenue/Finance - Gray, Biehls**

3. **Personnel - Tillia, Mancini, Cirelli**

3.A. Approve Support Staff Substitutes

Description: Motion to approve the following as support staff substitutes for the 2026-27 school year:

1. Christopher Brandt, cafeteria substitute
2. Theresa Quinn, cafeteria substitute
3. Elizabeth Baxendale, cafeteria substitute

Motion by Mrs. Tillia seconded by Mrs. Biehls and carried without objection.

3.B. Approve FMLA's

Description: Motion to approve the following for Family Medical Leave in accordance with the Family Medical Leave Act and Policy #335:

1. Employee #0020 - Intermittent leave from August 2026 to June 2027.
2. Employee #0021 - Intermittent leave from August 2026 to June 2027.
3. Employee #0022 - Intermittent leave from August 2026 to June 2027
4. Employee #0023 - intermittent leave from September 8, 2026 to September 8, 2027.

Motion by Mrs. Tillia seconded by Dr. Fauzey and carried without objection.

3.C. Approve Sabbatical

Description: Motion to approve a sabbatical leave for restoration of heath retroactively beginning August 27, 2026 and continuing through the end of the first semester of the 2026-27 school year.

Motion by Mrs. Tillia seconded by Mr. Boots and carried without objection.

3.D. Accept Resignation

Description: Motion to accept the resignation of Nicole Dixon, LHS Graphic Arts position, effective August 27, 2026.

Motion by Mrs**.** Tillia seconded by Mrs. Cirelli and carried without objection.

3.E. Approve Memorandum of Understanding with SEIU

Description: Motion to approve the MOU with the SEIU in regards to the job description change for the Technology Clerk/Graphic Arts position.

3.F. Approve Job Description Change

Description: Motion to approve the change to the Graphic Arts/Technology Clerk Job Description.

Motion by Mrs**.** Tillia seconded by Mrs. Biehls and carried without objection.

3.G. Hire Instructional Aide

Description: Motion to hire Chelsy Johnson as Instructional Aide in accordance with the current SEIU 32BJ Bargaining Agreement, pending required paperwork.

Motion by Mrs**.** Tillia seconded by Dr. Fauzey and carried without objection.

3.H. Approve Additional Van Drivers

Description: Motion to approve additional van drivers with ABC Transit for the 2026-27 school year:

1. Rachel Marks
2. Rene Baldwin

Motion by Mrs. Tillia seconded by Mr. Mancini and carried without objection.

3.I. Approve Teacher Mentors

Description: Motion to approve the following as second year teacher mentors:

1. Tracy Craig as Teryl Rice's second year mentor.
2. Julie Meyer as Emily Keltz's second year mentor.

Motion by Mrs. Tillia seconded by Ms. Tomon and carried without objection.

4. **Athletics/Facilities & Community - Boots, Gray, Mancini**

4.A. Approve Facility Requests

Description: Motion to approve the following facility requests:

1. EC Football Boosters is requesting the use of the LHS cafeteria to feed the football team every Thursday, beginning September 3, 2026 through October 30, 2026 from 5:30 p.m. to 7:00 p.m.
2. REC Wrestling is requesting the use of the North Side Gymatorium for wrestling practice on Mondays, Tuesdays, Thursdays from October 12, 2026 until March 1, 2027 from 5:30 p.m. - 7:30 p.m. at the principal's discretion.

Motion by Mr. Boots seconded by Mr. Mancini and carried without objection.

4.B. Recognize Booster Groups

Description: Motion to recognize booster groups as affiliate organizations of the Ellwood City Area School District for the 2026-27 school year:

1. EC Football Boosters
2. LHS Softball Boosters
3. Wolverine Hoop Boosters

Motion by Mr. Boots seconded by Mrs. Biehls and carried without objection.

4.C. Approve Board Resolution

Description: Motion to approve a resolution recognizing approved booster/clubs of the district in order for the group to obtain a small game of chance license.

Motion by Mr. Boots seconded by Ms. Tomon and carried without objection.

4.D. Approve Service Agreement

Description: Motion to approve a Service Agreement with Thompson Safety Works for annual fire extinguisher inspection and semi-annual kitchen suppression inspection.

Motion by Mr. Boots seconded by Dr. Fauzey and carried without objection.

4.E. Approve Service Agreement

Description: Motion to approve a service agreement with Industrial Commercial Elevator to furnish service quarterly per unit for all elevators in the district.

Motion by Mr. Boots seconded by Mr. Mancini and carried without objection.

4.F. Approve Bowling Club letters

Description: Motion to approve the awarding of Varsity letters to eligible athletes of the Bowling Club in accordance with established District procedures and applicable lettering requirements.

Motion by Mr. Boots seconded by Mrs. Tillia and carried wtihout objection.

4.G. Discussion on the Facility Master Plan

4.H. Authorize Superintendent to investigate facility restructuring

Description: Motion to authorize Superintendent to investigate and evaluate potential three-building facility configurations for the Ellwood City Area School District, as an alternative to the District's current four-building model. This authorization is for planning and informational purposes only and does not constitute a decision or commitment by the Board to close, consolidate, or reconfigure any District facility.

Motion by Mr. Boots seconded by Mrs. Biehls and carried without objection.

5. **Education/Student Affairs - Cirelli, Tillia, Fauzey**

5.A. Approve Field Trips/Social Events

Description: Motion to approve the following field trip:

1. Art Club 9-12 would like to go to PennWest Edinboro for a hands-on-workshop on Friday, October 23, 2026. The school vans would depart at 7:00 a.m. and return at approximately 2:30 p.m.

Motion by Mrs. Cirelli seconded by Dr. Fauzey and carried without objection.

5.B. Approve Lawrence County Drug and Alcohol Agreement

Description: Motion to approve the Lawrence County Drug and Alcohol Commission Agreement for the 2026-27 school year for the Student Assistance Program 7-12 (SAP) at a cost of $4,376.00, no increase from last year.

Motion by Mrs. Cirelli seconded by Mrs. Biehls and carried without objection.

5.C. Public Library Donation

Description: Motion to approve the donation to the Ellwood City Public Library to $20,000.

Motion by Mrs. Cirelli seconded by Ms. Tomon.

Roll Call Vote:

Yes: Mrs. Biehls, Mr. Boots, Mrs. Cirelli, Ms. Galbreath, Mr. Mancini, Mrs. Tillia, Ms. Tomon

No: Dr. Fauzey, Mrs. Gray

Motion carried 7 yes to 2 no.

5.D. Informational
Description: The Volleyball Boosters will be having Ellwood Ice come to their concession stand on October 14 for their pink out game.

5.E. Discussion on PSBA Officers
Description: The slate of PSBA officers was presented and will be voted upon in October.

5.F. Discussion FID days versus Remote Days – Dr. Anderson explained due to changes in day vs. hour requirements FID days will now be called Remote days.

6. **Committee Reports –** Committee members gave their reports.

7. **Meeting Closing**

7.A. New Business

7.B. Public Comment

1. Michelle Hand – Thank you for continuing the Library donation.
2. Emily DeNome – Thank you for the Library donation.
3. Lisa Nardone – The only cuts she hears hurts kids, need to close a school. If the bond wasn't passed we wouldn't be in this position.

7.C. Adjournment – Motion to adjourn by Mr. Boots seconded by Dr. Fauzey. Meeting adjourned at 8:47 p.m.

Boys Basketbal	**Name**
Head Coach	Stephen Richardson
Varsity Assistant	Bryan Neghiu
J.V.	
9th Grade	
8th Grade	Andrew Palumbo
7th Grade	Adam Hawkins
Girls Basketball	**Name**
Head Coach	Chris Wiesz
Varsity Assistant	Gary Rozanski
Volunteer	Gina Carr
Volunteer	Emily Cammack
Volunteer	Santino Riccio
MS Volleyball	**Name**
8th Grade	Saylee Grinnen
7th Grade	Alyssa Donley
Volunteer	Autumn Wheeler

Nancy Nocera <nnocera@ecasdk12.org>

Fwd: North Side Primary schedule request submitted

Claire Celli <claire.celli1@gmail.com> Mon, Sep 28, 2026 at 6:22 PM
To: Nancy Nocera <nnocera@ecasdk12.org>, Dan Parson <dparson@ecasdk12.org>

Caution! This message was sent from outside your organization. Allow sender | Block sender | Report

Hi Nancy,

I talked to Dan, he said that Wednesdays & Fridays are open at North Side.

My request is for Wednesday & Friday evenings October - the end of December from 4:30 - 7:30.

That form is tricky to do certain times on, sorry about that.

Thanks!

---------- Forwarded message ---------
From: <no-reply@ecasd.gofmx.com>
Date: Mon, Sep 28, 2026 at 6:21 PM
Subject: North Side Primary schedule request submitted
To: <claire.celli1@gmail.com>

Hello Claire Fauzey,

Your schedule request "ECLW Hoops" was received.

Schedule request details

Request type	External Facilities Request
Event name	ECLW Hoops
Buildings	North Side Primary
Resource types	Gym
Resources	Gymatorium
Event time	Thu, Oct 1, 2026, 4:30pm - 7:30pm
Reservation time	Thu, Oct 1, 2026, 4:25pm - 7:35pm
Setup time	0h 05m
Teardown time	0h 05m
Event Details	

Event Details

Estimate Number Attending	20
Will admission be charged?	No
Will you be operating small games of chance?	No
District Rates	

District Rates

District Rates	District Rates are non-negotiable
Police / Security	Police and/or Security are required. The District will determine the number and type of security to be provided, and the applicant shall pay for security personnel at a rate of $45 an hour per security personnel.
Saturday and Sunday Custodial Fee	Saturday and requests require a custodial hourly fee. $40.00 per hour on Saturday and $70.00 per hour on Sunday.
Auditorium Fee	Fees for the Lights/ Sound/ Stage crew will be charged at the districts deaccession.
I agree	Yes

Additional Facility Accommodations

Event Contact Information

Orginization	ECLW Hoops
Person in Charge Name	Claire Fauzey

Email Address of Person in Charge	claire.celli1@gmail.com
Phone Number of Person in Charge	7249710660
Address of Person in Charge	804 California Ave Ellwood City, PA 16117

Agreements and Acknowledgements

Policy 707	Policy 707 The Hold Harmless and Indemnification Agreement License Agreement These forms will be mailed to you once the School Board has approved your request. These forms must be completed and returned to the District Office. Failure to return completed forms will null and void the facility request.
I Agree to Policy 707	Yes

View request

Regards,

Ellwood City Area School District

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Unsubscribe

--
"Be the change you wish to see in the world…" - Gandhi

ECLW Hoops.ics
1K

ECLW Hoops

STATUS Pending estimate acceptance

DATE Thu, Oct 1, 2026

Claire Fauzey opened this request

September 18, 2026 @ 1:00 PM

Request type	External Facilities Request
Event name	ECLW Hoops
Building	Hartman Intermediate
Resources	Gymatorium
Event time	Thu, Oct 1, 2026, 4:30pm - 9:00pm Monday - Friday
Reservation time	Thu, Oct 1, 2026, 4:25pm - 9:05pm Oct - March
Setup time	5 minutes At principals discretion
Teardown time	5 minutes
Event Details	Event Details
Estimate Number Attending	20
Alternative Date 1	-
Alternative Date 2	-
Will admission be charged?	No
Will you be operating small games of chance?	No
District Rates	District Rates
District Rates	District Rates are non-negotiable
Police / Security	Police and/or Security are required. The District will determine the number and type of security to be provided, and the applicant shall pay for security personnel at a rate of $45 an hour per security personnel.

Saturday and Sunday Custodial Fee	Saturday and requests require a custodial hourly fee. $40.00 per hour on Saturday and $70.00 per hour on Sunday.
Auditorium Fee	Fees for the Lights/ Sound/ Stage crew will be charged at the districts deaccession.
I agree	☑

Additional Facility Accommodations

Technology Requested	☐

Event Contact Information

Orginization	ECLW Hoops
Person in Charge Name	Claire Fauzey
Email Address of Person in Charge	claire.celli1@gmail.com
Phone Number of Person in Charge	7249710660
Address of Person in Charge	804 California Ave Ellwood City, PA 16117

Agreements and Acknowledgements

Policy 707	Policy 707 The Hold Harmless and Indemnification Agreement License Agreement These forms will be mailed to you once the School Board has approved your request. These forms must be completed and returned to the District Office. Failure to return completed forms will null and void the facility request.
I Agree to Policy 707	☑
Upcoming reminder	-

BOARD POLICY

005 Organization

POLICY NUMBER	ADOPTED	REVISED	LAST REVIEWED
005	2/9/2006	2/10/2025	12/10/2024
VERSION	**DOCUMENT STATUS**	**WORKFLOW**	**PRINTED**
v2.1	UNDER-REVIEW	First Reading	9/29/2026

Organization Meeting

The **school directors** shall meet and organize annually during the first week of December. Notice of the time and place of the organization meeting shall be given to all **school directors** by mail at least five (5) days before the meeting by the Board Secretary. The organization meeting shall be a regular meeting.[1] [2] [3] [4]

Order

The organization meeting shall be called to order by the current President or Vice-President of the outgoing Board, or any hold-over member of the Board. A temporary President shall be elected from among the hold-over members of the Board. The Board Secretary shall be secretary of the meeting. In an election year, the certificates of election or appointment of all new **school directors** shall be read, and a list shall be prepared of the legally elected or appointed and qualified **school directors**.[2] [5]

At the organization meeting, the temporary President may administer the oath or affirmation of office to those **school directors** who have not previously taken and subscribed to the same.[2] [6]

Officers

Election of officers shall be by a majority vote of those present and voting. Where no such majority is achieved on the first ballot, a second ballot shall be cast for the two (2) candidates who received the greatest number of votes.

1. The school directors shall annually, during the first week of December, elect from their members a President and Vice-President who shall serve for one (1) year.[3]

2. The school directors shall annually, during the month of May, elect a Treasurer who shall serve for one (1) year beginning the first day of July after such election. The Treasurer may be a corporation duly qualified and legally authorized to transact a fiduciary business in the Commonwealth, and

   2nd Class { } shall not be a member of the Board.[3]

   3rd & 4th {X} may be a member of the Board.[3]

   The Treasurer shall not enter upon official duties until furnishing bond in accordance with law and with Board approval. The Treasurer shall be compensated in the manner and at the rate determined by the Board.[7] [8] **[9]**

3. The school directors shall, during the month of May in every fourth year, elect a Secretary who shall serve a term of four (4) years beginning the first day of July following such election, and

   2nd Class { } shall not be a member of the Board.[3]

   3rd & 4th {X} may be a member of the Board.[3]

   The Secretary shall not enter upon official duties until furnishing bond in accordance with law and with Board approval. The Secretary shall be compensated in the manner and at the rate determined by the Board. **[9]** [10] [11]

Vacancies in any office shall be filled by Board election; such officers shall serve for the remainder of the unexpired term.

The same school director may not hold more than one (1) office of the Board. No commissioned officer or professional employee of the Board shall serve, temporarily or permanently, as an officer of the Board.[3] [12]

Officers of the Board may only be removed from such office, during the designated term of office, after receiving notification of the reason for removal and the opportunity for a hearing before the Board, in accordance with applicable law.[13] [14] [15]

Appointments

The Board shall have the authority to appoint:

1. A tax collector, where a tax collector is not elected to collect taxes, there is a vacancy or an elected tax collector refuses to qualify.[16] [17]
2. {X} Solicitor.[12] [18]
3. { } Assistant Secretary.[19]
4. {X} Independent auditor.[20]
5. {X} Delegates to a state convention or association of school directors.[21]
6. {X} Other appointments the Board deems necessary.

Appointees of the Board may be removed from such appointment in accordance with the terms of a contract or provisions of applicable law.[15]

Resolutions

The Board may at the organization meeting, but shall prior to July 1 next following, designate:

1. Depositories for school funds.[22]
2. Newspaper(s) of general circulation as defined in law.[23]
3. Normal day, place and time for regular meetings.[4]
4. Normal day, place and time for open committee meetings.
5. { } Normal day, place and time for executive sessions of the Board.

Board Committees

The Board has the authority to **appoint** Board committees. Board committees authorized to take official action or render advice on district business shall operate in accordance with the provisions of the Sunshine Act. [15] [24]

{X} Committees shall consist of no more than **three (3)** members.

{X} Committees shall not include a majority of the membership of the Board.

{X} Members shall be appointed by the President

(X) who shall serve as an ex-officio member on all committees.

( ) who shall appoint the Superintendent as an ex-officio member of all committees.

{X} A member may request or refuse appointment to a committee.

{X} Refusal to serve on any one (1) committee shall not be grounds for failure to appoint a member to another committee.

{X} Each Board committee shall be convened by a chairperson, who shall report for the committee

( ) and prepare minutes of open committee meetings.

(X) and be appointed by the President.

( ) and be chosen by the committee from among its members.

{X} The President may appoint

( ) at the organization meeting

(X) as soon after the organization meeting as practicable

members of the Board to the following standing committees, where they shall serve a term of one (1) year: Athletics/Facilities & Community, Education/Student Affairs, Personnel, Revenue/Finance, Security, Recognition, Lawrence County Career and Technical Center Representative(s),

{X} Ad hoc committees may be created, charged and assigned a fixed termination date, which may be extended by the President.

{ } Members of committees shall serve until the committee is discharged.

The Board shall develop Board Operations Guidelines that describe the duties and establish procedures for the operation of standing committees.

Consultants

The Board may appoint, employ or retain consultants to provide the district with specialized services not normally required on a continuing basis. Compensation shall be determined and approved by the Board.

The function of a consultant shall be to make studies and present recommendations to the Board. A consultant shall not be charged with the implementation of a report.

A consultant has no administrative authority over any facet of district schools, but shall act solely as advisor to the Board, officers and employees.

The use of consultants from outside the district who promote a particular commercial product is discouraged.

NOTES:

Duties of President - 24 P.S. 426, 427

Vice-President - 24 P.S. 428

Secretary - 24 P.S. 433

Treasurer - 24 P.S. 439, 440, 442

Solicitor - 24 P.S. 406

If the oath of office is to be administered by a district justice or district judge - change to Magisterial District Judge

If the oath of office is administered by a Magisterial District Judge, add the following in the cite column:

42 Pa. C.S.A.

102, 327

Solicitors, Superintendents and/or Board Secretaries may not administer oaths of office, unless the individual is also a Notary Public.

PSBA Revision 11/24 © 2024 PSBA

Legal Footnotes

[1] **24 P.S. 401**
LEGAL REFERENCE

[2] **24 P.S. 402**
LEGAL REFERENCE

[3] **24 P.S. 404**
LEGAL REFERENCE

[4] **24 P.S. 421**
LEGAL REFERENCE

[5] **24 P.S. 426**
LEGAL REFERENCE

[6] **24 P.S. 321**
LEGAL REFERENCE

[7] **24 P.S. 436**
LEGAL REFERENCE

[8] **24 P.S. 438**
LEGAL REFERENCE

[9] **Pol. 811 — Bonding**
POLICY REFERENCE

[10] **24 P.S. 431**
LEGAL REFERENCE

[11] **24 P.S. 432**
LEGAL REFERENCE

[12] **24 P.S. 324**
LEGAL REFERENCE

[13] **24 P.S. 514**
LEGAL REFERENCE

[15] **Pol. 006 — Meetings**
POLICY REFERENCE

[16] **24 P.S. 508**
LEGAL REFERENCE

[17] **24 P.S. 683**
LEGAL REFERENCE

[18] **24 P.S. 406**
LEGAL REFERENCE

[19] **24 P.S. 434**
LEGAL REFERENCE

[20] **24 P.S. 2401**
LEGAL REFERENCE

[21] **24 P.S. 516**
LEGAL REFERENCE

[22] **24 P.S. 621**
LEGAL REFERENCE

[23] **24 P.S. 106**
LEGAL REFERENCE

[24] **65 Pa. C.S.A. 701**
LEGAL REFERENCE

BOARD POLICY

913.1 Advertising and Other Commercial Activity on School Property

POLICY NUMBER	ADOPTED	VERSION	DOCUMENT STATUS
913.1	6/26/2025	v1	ACTIVE

PRINTED
9/30/2026

Purpose

Advertisements and other commercial activities represent a potential source of revenue for district programs and activities. The District recognizes, however, that care must be taken to ensure that advertisements and other commercial activities do not interfere with the District's educational programs and do not otherwise exploit its students. Accordingly, no advertisements or other commercial activities shall be permitted on District property or in connection with District publications or activities unless such advertisements or commercial activities meet the requirements and standards set forth below.

Authority

It is the responsibility of the Superintendent and the Board to approve advertising on school property and school-related publications. No individual may enter into an advertising agreement or contract without the approval of the school board.

Advertisements accepted for publication, placement or promotion in publications or other media distributed, **temporarily posted or permanently post by the board of school directors,** produced or published by booster organizations or other groups granted permission to use District facilities shall not be subject to the approval process outlined in this policy; provided, however, that any such group that is granted permission to utilize district facilities and/or distribute publications containing advertisements on District property shall be required to comply with the content guidelines and restrictions set forth below as a condition of such use and/or permission. [1]

Definitions

Advertisement - any payment of money or other economic benefit that is provided in exchange for or in consideration of the oral, electronic or written placement on District property or in other District media of a name, slogan, brand, trademark, logo or other message:

- promoting a product or service; or
- identifying an individual's or business entity's support or sponsorship of one or more District activities or programs.

Temporary Advertisement - Any advertisement that can be removed from district property at the conclusion of an event.

Permanent Advertisement - Any advertisement that is fixed/attached to school property.

The term **advertisement** does not include traditional fundraising activities such as walk-a-thons, magazine sales or food sales, nor does it apply to gifts or donations made and accepted pursuant to Board Policy No. 702. The term advertisement also does not include incidental advertisements that may appear in connection with students' use of approved websites or other approved Internet services. [2]

Exclusive Rights Contracts - any payment of money or the provision of some economic benefit to the District for the right to be a sole provider of a service or product or to have the exclusive right to advertise on designated district property and/or sponsor designated district programs or activities. This term includes limited exclusive rights contracts where more than one (1) provider may supply the same or similar service or product.

School-Related Organizations - Any organization that has been approved by the board with the mission to provide support for school athletics, activities and students. Examples of such organizations include booster groups and the PTO.

Naming Rights - A form of permanent advertisement in which the district approves a long-term financial commitment to affix the name of a company or product to specific district property.

Guidelines

No advertisement shall be permitted on District property or in District publications or media unless the advertisement:

1. Has been approved in advance by the School Board or their designee;
2. Meets all requirements set forth in this Policy 913.1; and
3. Complies with all other Board policies and District rules and regulations.

Advertisements which meet the foregoing requirements may only be accepted for appearance or placement in or on one or more of the following media:

1. Student or district-sponsored publications.

2. Instructional aids furnished by private sources, provided that the advertisement is reasonable, nonintrusive and not inherent to the content.

3. Signage and/or other promotional materials displayed on athletic fields and facilities, provided that all applicable municipal and/or building code requirements are met.

4. Spectator programs distributed or made available in connection with extracurricular activities.

5. Product names appearing on vending machines and/or other products and services purchased by the District pursuant to contracts approved by the Board of Directors.

6. Public address or similar announcements made during District events, activities or programs.

7. Oral or written acknowledgements of support and/or sponsorship of District programs or activities made during or appearing on television or radio broadcasts.

8. Signage or placards on District facilities.

Advertising Procedure

School-Related Organizations may sell advertising for programs, flyers and other media. School-Related Organizations may also produce temporary advertisements that may be displayed during specific events. Such advertisements do not require the approval of the school board, but all forms of advertisements must meet the content criteria listed in this policy.

School-Related Organizations may enter into an agreement with the board to secure district property space for the purpose of selling permanent advertising. Said agreement must be approved by the board before the organization may sell advertising.

All other temporary or permanent advertising shall be under the guidance of the school board. All persons and organizations requesting placement of an advertisement on District property or in District media must submit a written application on forms proscribed by the Administration. The application must include a description of the location or publication requested, an accurate color representation of the advertisement with size and materials indicated, a copy of the text of any written or oral statements or other "ad copy" that will be included in the advertisement and, if applicable, the period of time during which the

advertising will be displayed. All applications must be approved by the Superintendent and the school board or their designee.

The District may seek exclusive-rights contracts that will benefit the school district and its programs. Exclusive-rights contracts can only be established between the district and a specific company/vendor.

The District may seek naming-rights contracts that will benefit the school district and its programs. Naming-rights contracts can only be established between the district and specific people/companies/vendors.

School-Related Organizations may not enter into exclusive-rights contracts or naming rights contracts with any person/company/vendor for any form of temporary or permanent advertising.

All revenue received by the district through advertising shall be deposited into the general fund **or to another, specific district fund if agreed upon when the advertisement request and contract is approved.**

Construction and Maintenance of Advertising on District Property

The District shall not be responsible for the construction, maintenance or repair of any signs, posters or other advertising materials or media approved for display on District property, including but not limited to repair or maintenance necessitated by acts of vandalism.

Advertisements that are not maintained to standards acceptable by the District must be repaired or removed upon notification by the District to the advertising organization, or their District recognized sponsor. If the advertisement is not removed, or correctly maintained by the advertising organization, or sponsor within the time period designated by the District, the advertisement will be removed by District at the expense of the advertising organization, or sponsor.

Exclusive Rights Contracts

The Board of Directors may, from time to time, consider the approval of an exclusive rights contract if it determines, in its sole discretion, that the contract will result in benefit to the District and its programs, and is not otherwise inconsistent with the District's mission, policies, and goals. The Board's consideration of such benefit may include but is not limited to the impact on students, as well as the amount of funds that will be generated and other alternative sources of funding that may be available.

Exclusive rights contracts shall not include provisions that would allow marketing activities, including advertising, to take place in District classrooms, hallways, vehicles, buses or lunchrooms, except that vending machines may display product names.

Restrictions

The District shall not accept or permit any advertisement, sponsorship or other commercial activity which specifically:

1. Promotes the sale of tobacco, alcohol, or illegal drugs.
2. Promotes the sale or use of firearms or other weapons.
3. Contains vulgar or offensive, obscene or sexually explicit language.
4. Advocates the violation of law or District policy.
5. Promotes or incites hostility, disorder or violence.
6. Disparages any person, group or organization.
7. Contains libelous or potentially libelous statements.
8. Contains content that is associated with a company or individual whose actions are otherwise in violation of law.
9. Contains content or promotes a product or service that is inappropriate in a public school setting or is otherwise inconsistent with the mission and obligations of the District.

No agreement for an advertisement, sponsorship or other commercial activity shall require that the District's programs and services be delivered in a specific manner or otherwise specify or direct how District funds may be spent ~~or allocated~~.

The District and Administration shall ensure that all requirements relating to the disclosure of student information, as provided under the Protection of Pupil Rights Act (PPRA) and its

amendments, the Family Educational Rights and Privacy Act (FERPA), and Board policy, are followed in connection with any advertisement, sponsorship or other commercial activities approved on District property under this policy.[3][4] [5]

The following advertisements may, at the discretion of the Superintendent or his/her designee, be published in District fliers or newsletters (written or electronic) with charge, subject to compliance with all other requirements of this policy:

1. School-site based events, programs or activities conducted by District-recognized PTO or booster groups.
2. Contracted programs and services approved by the Board of Directors.
3. Programs and events pertaining to student health and safety distributed by police, fire, health and other governmental agencies.

Legal Footnotes

[1] **Pol. 707 — Use of School Facilities**
POLICY REFERENCE

[2] **Pol. 702 — Gifts, Grants, Donations**
POLICY REFERENCE

[3] **20 U.S.C. 1232g**
LEGAL REFERENCE

[4] **20 U.S.C. 1232h**
LEGAL REFERENCE

[5] **Pol. 216 — Student Records**
POLICY REFERENCE

EDUCATIONAL INSTITUTION AGREEMENT

This EDUCATIONAL INSTITUTION Agreement (hereinafter "Agreement") is entered into this 7th day of October, 2026, by and between **Ellwood City Area School District** located at 501 Crescent Avenue Ellwood City, PA 16117, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and **Maxim Healthcare Services, Inc.,** a Maryland Corporation including its affiliates and subsidiaries, with an office located at 317 East Carson Street Suite 426 Pittsburgh**,** PA 15219 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School , as defined by State Law located in Pennsylvania and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a healthcare staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 **Term.** This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

Section 1.2 **Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 **Services.**

A. **Supplemental Staffing Service(s).** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified healthcare providers (i.e. LPNs, RNs, BCBAs, RBTs, BTs, Behavioral Aides and other various health services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental healthcare staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

B. **Distance Learning Service(s).** EDUCATIONAL INSTITUTION may request MAXIM Personnel to provide services off-site, including, but not limited to

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remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to EDUCATIONAL INSTITUTION closings and/or delays.

C. **Manage Care.** Services will be determined by the EDUCATIONAL INSTITUTION as directed by the student's Individualized Health Plan (IHP) and/or Individual Education Plan (IEP). The requirements of the IHP and/or IEP, and any associated medical care, will be communicated to MAXIM Personnel. MAXIM, at the request of the EDUCATIONAL INSTITUTION, may assist in obtaining information from prescribing physicians and/or parents/legal guardians on an as needed basis.

Section 2.2 **Personnel.** MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

1) Possess current state license/registration and/or certification.

2) Possess CPR certification, as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.

3) If requested by EDUCATIONAL INSTITUTION in writing prior to the start of services, Maxim Personnel will complete a pre-employment physical.

4) Possess proof of pre-employment screening to include: (a) TB skin test, TB Symptoms Screening, or chest X-ray as required by law, (b) criminal background check(s), (c) drug screenings, as requested in writing, and (d) anything additional as required by the Agreement.

5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.

6) If applicable, possess current skills competency to include, (i) RN verified demonstration of skills, verified work history, and as requested, and provided by the EDUCATIONAL INSTITUTION, written exam.

7) Completed MAXIM standard Compliance Training.

8) Completed MAXIM standard OSHA and privacy training.

Section 2.3 **Insurance.** MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than $1,000,000 per claim and $3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

Section 2.4 **Use of Independent Contractors and Subcontractors.** Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM may subcontract this Agreement, in whole or in part, to an entity owned by or under common control with MAXIM or in connection with any acquisition of all of the assets or capital stock of a party. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

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Section 2.5 **Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

Section 2.6 **Timekeeping.** MAXIM reserves the right to utilize any automated or electronic timekeeping software or systems for the provision of Services and is not required or mandated to use paper-based timekeeping record keeping unless otherwise required by applicable law(s).

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 **Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individual Education Plans (IEP) and/or Individualized Healthcare Plans (IHPs) for its student(s) (IHPs shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management)(collectively "Protocol(s)"). EDUCATIONAL INSTITUTION's responsibilities include, but are not limited to Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Documentation processes and requirements, Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.13, Section 3.14, and Section 7.2 including that those Sections shall comply with this Section's referenced laws.

Responsibility for Distance Learning Service(s). EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, EDUCATIONAL INSTITUTION retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act ("FERPA"), and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section's referenced laws. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.

Section 3.2 **Orientation.** EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding the student's IHP and/or IEP, compliance with confidentiality rules and expectations, specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL

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INSTITUTION's specific policies and procedures provided to MAXIM for such purpose.

Section 3.3 **Requests for Personnel.** EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.

Section 3.4 **Short-Notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.5 **Staff Order Cancellation.** If EDUCATIONAL INSTITUTION changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill EDUCATIONAL INSTITUTION for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

Section 3.6 **Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars ($5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

Section 3.7 **Per Diem or Short Term Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.

Section 3.8 **Per Diem or Short Term Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for

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such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 **Assignment Confirmation.** MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.

Section 3.10 **Assignment Cancellation for Convenience.** EDUCATIONAL INSTITUTION agrees to utilize Personnel for the specified period of time, agreed upon by both parties. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Personnel already being utilized, EDUCATIONAL INSTITUTION must give MAXIM thirty (30) days' notice before cancellation date. EDUCATIONAL INSTITUTION will compensate MAXIM 50% of the uncompleted portion of the original assignment period.

Section 3.11 **Insurance.** EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage. EDUCATIONAL INSTITUTION shall name MAXIM as an additional insured on its general liability policy.

Section 3.12 **Reporting Issues/Concerns.** EDUCATIONAL INSTITUTION may notify MAXIM's account representative of any issues or concerns with services provided by MAXIM Personnel at any time. However, EDUCATIONAL INSTITUTION shall report any event or incident involving MAXIM Personnel within twenty-four (24) hours of the event. This includes, without limitation events involving claims of unprofessional conduct, improper cares or services, injuries or harm caused to MAXIM Personnel or a student by and through the actions of MAXIM Personnel. EDUCATIONAL INSTITUTION shall cooperate with MAXIM's efforts to review all issues or concerns reported to MAXIM and shall provide MAXIM with any related documentation, incident reports and detailed description of any investigation it may have complete. EDUCATIONAL INSTITUTION shall not interview or discuss the event with MAXIM Personnel without consent.

Section 3.13 **Work Environment.** EDUCATIONAL INSTITUTION will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student(s). EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.

Section 3.14 **Medical Supplies.** EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to MAXIM Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal. EDUCATIONAL INSTITUTION agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper

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disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third Party as a result of its failure or inability to do so.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 **Non-discrimination.** Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 **Invoicing.** MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at chosen schedule below:

☐Weekly
☐Bi-weekly
☒Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

Ellwood City Area School District
501 Crescent Avenue
Ellwood City , PA 16117
ATTN: Accounts Payable

Section 5.2 **Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.

Section 5.3 **Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 **Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.

Section 5.5 **Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. GENERAL TERMS

Section 6.1 **Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or

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employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 6.2 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.3 **Indemnification.**

MAXIM shall indemnify and hold harmless the Educational Institution, elected and appointed officers, employees, agents and volunteers ("Educational Institution Indemnitees") only for negligent acts, errors, or omissions of MAXIM or its employees, agents, and/or subcontractors, for services performed under this Agreement, and only to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the Educational Institution Indemnitees in a claim or suit, up to the applicable state cap(s) for healthcare services. No indemnity shall be provided by MAXIM for any liability imposed upon the Educational Institution Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct.

Educational Institution shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnitees") for negligent acts, errors, or omissions of the Educational Institution or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnitees in a claim or suit. No indemnity shall be provided by the Educational Institution for any liability imposed upon the MAXIM Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct. Notwithstanding the above, if EDUCATIONAL INSTITUTION is a public agency subject to immunity under state or federal law, it agrees to indemnify MAXIM pursuant to the above up to applicable state law limit(s).

Section 6.4 **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 6.5 **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Ellwood City Area School District 501 Crescent Avenue Ellwood City , PA 16117 ATTN: Jaimie Rennie	Maxim Healthcare Services, Inc. 7227 Lee DeForest Drive Columbia, MD 21046 ATTN: Contracts Department COPY TO: Maxim Healthcare Services, Inc. 317 East Carson Street Suite 426

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Pittsburgh, PA 15219
ATTN: **Michael Koryak**

Section 6.6 **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.7 **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

Section 6.8 **Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.

Section 6.9 **Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

Section 6.10 **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Section 6.11 **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 6.12 **Limitation on Liability**. Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

Section 6.13 **Incorporation of Recitals**. The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

Section 6.14 **Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with

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his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY

Section 7.1 MAXIM/EDUCATIONAL INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

Section 7.2 Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

Section 7.3 **Student Records/Data.** The parties recognize and acknowledge that, by virtue of entering into this Agreement, the parties will receive and exchange educational information, personal information and/or medical information regarding the students being served under this Agreement and that the access to, use of and disclosure of this information is governed and protected by various federal and state laws and regulations to include, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

EDUCATIONAL INSTITUTION will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to MAXIM Personnel as it relates to EDUCATIONAL INSTITUTION's privacy and security processes, including, without limitation the EDUCATIONAL INSTITUTION's process and expectations for collecting, storing, securing, and transferring data collected under this Agreement. EDUCATIONAL INSTITUTION acknowledges and understands that in terms of Maxim Personnel placed in the EDUCATIONAL INSTITUTION's physical or technical environment for remote services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the EDUCATIONAL INSTITUTION's technical environment. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while MAXIM Personnel is providing remote service(s).

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MAXIM will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Agreement. MAXIM will be responsible for providing all education and training to MAXIM Personnel as it relates to MAXIM's privacy and security processes, including, without limitation MAXIM's process and expectations for collecting, storing, securing, and transferring data collected under this Agreement.

Section 7.4 If necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

Section 7.5 The obligations set forth in this Section shall survive the termination of this Agreement.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

ELLWOOD CITY AREA SCHOOL DISTRICT:	MAXIM HEALTHCARE SERVICES, INC.:
Signature	Signature
Printed Name & Title	Printed Name & Title
Date	Date

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ATTACHMENT A

Ellwood City Area School District **Staffing Rates**

Charges will be based on the following hourly rate schedule effective 7th October 2026:

Service	Rate (per hour)
Hourly Licensed Practical Nurse (LPN)	$ 60 per hour
Hourly Registered Nurse (RN)	$ 65 per hour
Float Registered Nurse (RN)	$ 70 per hour
Float Licensed Practical Nurse (LPN)	$ 70 per hour
Transportation RN/LPN	$ 200 per ride

Annual Rate Increase. An annual rate increase of 3% will be added to each services type listed above every year on Effective Date.

Mileage. Mileage will be charged at $0.00 per mile.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

ELLWOOD CITY AREA SCHOOL DISTRICT :	MAXIM HEALTHCARE SERVICES, INC.:
Signature	Signature
Printed Name & Title	Printed Name & Title
Date	Date

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Healthcare Staffing Services Agreement

This Medical Staffing Service Agreement ("Agreement") is effective as of the latest signature date below between Ellwood City Area School District ("Client"), having a place of business at 501 Crescent Avenue Ellwood City, PA 16117 and Amare Medical Staffing, Inc., a subsidiary of Amare Medical Network, Inc. ("Amare"), having its principal place of business at 2400 Ansys Drive Suite 102 - #1001, Canonsburg, PA 15317.

WHEREAS, Client requests Amare to make available and assign to Client registered nurses, licensed practical nurses, certified nursing assistants, and non-certified nursing assistants ("Healthcare Professional") with particular skills and experience.

WHEREAS, Amare provides supplemental staffing services to its clients on an as-needed basis and will utilize its best efforts to recruit and place Healthcare Professionals as requested by Client.

NOW THEREFORE, the parties agree as follows:

1. Amare Duties & Obligations.

a. Amare shall use its best efforts to recruit and assign qualified Healthcare Professionals, with the Client-requested experience, education, to Client and to supplement Client's existing internal staff.

b. Amare shall verify, secure, and maintain the following for each Healthcare Professional: (i) a completed application; (ii) documentation evidencing specialized education and/or training and current licenses, registrations and/or certifications as required by the position; (iii) verification of identification and the authorization to work; (iv) confirmation of completion of a pre-employment criminal background check (and annually thereafter as required by the Elder Care Act), exclusion checks including OIG, GSA, and EPLS, and pre-employment, annual and random drug screens; (v) evidence of health status to include two-step Mantoux TB test and annual update, physical examination, CPR certification; (vi) reference checks; and (vii) documentation evidencing the delivery of HIPAA and JCAHO training by Amare to each Healthcare Professional.

c. Amare shall maintain commercial general liability and professional medical liability insurance for Amare and Healthcare Professionals with a liability limit of not less than $1 million per occurrence and $3 million aggregate.

d. Amare shall notify Client in the event Amare becomes aware of the initiation of any action commenced for the purpose of suspending, revoking, or limiting a currently assigned Healthcare Professional's professional license.

e. Amare shall not unlawfully discriminate in its recruiting, hiring, employment, or referral of Healthcare Professionals on the basis of sex, age, race, color, gender, gender identity or expression, citizenship, national origin, religion, marital status, veteran status, sexual orientation, or disability, and any other status as protected by applicable federal, state, or local law.

f. Amare shall serve as the employer of Healthcare Professionals and be responsible for offering employee benefits Amare makes available and timely paying all compensation to Healthcare Professionals for services performed for Client, including withholding of federal and state taxes, maintaining worker's compensation insurance coverage as required by state law, providing unemployment insurance benefits, and reimbursing meal and lodging expense as applicable under this Agreement.

g. Amare shall only hire and assign Healthcare Professionals employed by Amare and will not assign independent contractors or utilize subcontractors to provide the services under this Agreement.

h. Amare shall utilize reasonable efforts to assist and cooperate with Client's request for the same and related to regulatory requirements, including requests related to JCAHO and the Elder Justice Act reporting requirements.

i. Amare shall make available, for a period of four years after the provision of services by Amare to Client under this Agreement, records reflecting the nature and cost of Amare's services and provide the same in response to a valid government authority request.

2. Client Duties & Obligations.

a. Client shall provide Amare with a job description, including the essential functions, required skills, experience, and license or registration (i.e. job profile) to enable Amare to recruit and identify qualified candidates to fill Client's open positions.
b. Client shall solely determine the suitability of a Healthcare Professional to provide services for Client.
c. Client shall be responsible for providing Healthcare Professionals' orientation, clinical direction, and supervision.
d. Client shall be responsible for educating Healthcare Professionals with respect to Client's workplace policies, operations, procedures, codes of conduct, and expectations with respect to patient care. Client agrees that Amare shall not be responsible for Healthcare Professionals' productivity or performance while on assignment.
e. Client shall not modify the job duties or responsibilities of a Healthcare Professional outside the job description provided by Client to Amare or outside the scope of the Healthcare Professional's education, skills, training, and capabilities without Amare's prior written consent. Further, Client shall not direct or permit Healthcare Professionals to operate a motor vehicle or handle money, negotiable instruments, or valuable property without the prior written consent of Amare.
f. Where permitted by applicable law, Client agrees to pay a conversion fee in the event Client, directly or indirectly through any other person or entity, employs or attempts to employ, any Healthcare Professional (i) referred by Amare to Client for one year from the date of Amare's referral; or (ii) if the Healthcare Professional provided services to Client through Amare, until one year after the last day services were performed by the subject Healthcare Professional.
g. Client agrees to notify Amare in the event Client becomes aware of the initiation of any action commenced for the purpose of suspending, revoking, or limiting a currently assigned Healthcare Professional's professional license. Client shall further immediately notify Amare of any clinical and patient issues, unexpected incidents or errors, suspicious behaviors, and any complaints regarding Healthcare Professionals.
h. Client shall not unlawfully discriminate, harass or retaliate against Healthcare Professionals on the basis of sex, age, race, color, gender, gender identity or expression, citizenship, national origin, religion, marital status, veteran status, sexual orientation, or disability, and any other status as protected by applicable federal, state, or local law. Client shall not provide access to confidential medical records to Healthcare Professionals in violation of HIPAA.
i. Client shall maintain its facilities, machines, and equipment in good and proper working condition; provide a safe work environment; and not entrust Healthcare Professionals with any vehicle, cash, negotiable instruments, credit cards or other valuables.

3. **Hours Worked, Payment & Billing.** Amare shall invoice client weekly based upon the total hours worked by Healthcare Professionals in the immediately preceding work week and Client agrees to pay the same net 30 days from the date of the invoice. Any invoice or portion of an invoice that remains unpaid after 30 days shall be subject to a late fee of 1.5% per month. Client agrees to pay all attorneys' fees and collections-related expenses incurred by Amare in collecting past due invoices. In the event Client disputes an invoice, Client agrees it must notify Amare within fourteen days of the date of the subject invoice. All invoices not disputed within fourteen days shall be presumed to be approved. In the event that of billing rate adjustments, Amare will provide thirty days' prior notice to Client.

Amare shall invoice Client at the rates set forth in Exhibit A, attached hereto and fully incorporated by this reference.

In the event Client cancels a Healthcare Professional's scheduled shift (i) less than two hours prior to the start of the subject shift; (ii) during the shift; or (iii) upon the Healthcare Professional's arrival at Client's facility, Client shall be invoiced and agrees to pay a sum equal to the applicable bill rate for four hours.
Healthcare Professionals shall record all time worked using the approved timekeeping method agreed upon between the parties. Client agrees to review all time worked by Healthcare Professionals no later

than 12:00 PM EST Monday for time worked the prior week and further agrees that Client's signature or electronic communication of approval of reported hours worked shall deem the accuracy of the reported hours worked and services provided to be accepted.

4. **Term.** This Agreement shall be in effect for a period of one (1) year from the last date of signature below and shall automatically renew on an annual basis if not terminated by either party following thirty (30) days written notice to the non-terminating party.

5. **Client Hiring of Healthcare Professionals.** Where permitted by applicable law, in the event Client hires a Healthcare Professional, directly or indirectly through any other person or entity and including hiring by any subsidiary or related entity, prior to the Healthcare Professional completing 520 hours on assignment to Client through Amare, Client agrees to pay a placement fee based upon the table below:

Hours Completed on Assignment	Placement Fee % (as a % of annual base salary or equivalent thereof)
0 – 170 hours	20%
171 – 345 hours	15%
346 – 520 hours	10%
More than 520 hours	No fee

Client shall provide Amare with documentation evidencing a Client-hired Healthcare Professional's annual salary upon request. This hiring fee shall apply during the term of the Healthcare Professional's assignment through Amare and for a period of one year thereafter.

6. **Indemnification.** Amare and the Client shall mutually indemnify, protect, defend, and hold harmless the other, including, without limitation, their respective directors, officers, employees, agents, and any other contractors, from and against all claims, losses, costs, damages, and expenses (including, without limitation, reasonable attorneys' fees) arising out of any claim, demand, action or suit for any damages, injuries or death to persons or property caused in whole or in part by any act or omission of the indemnifying party, its agents or employees.

7. **Limitation of Liability.** Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, or the acts of omissions of the other party, even if such party has been advised of the possibility of such damages. Each party shall not be liable to the other party for any indemnification or defense, or any and all claims, losses, expense, injuries, damages, or costs (including reasonable attorneys' fees and expenses) arising out of or to the extent related to this Agreement by way of an act or omission of a party in an amount which exceeds the terms, conditions and limits of a party's then-existing available and applicable insurance coverage.

8. **Additional Terms.** This Agreement shall be construed, interpreted, and governed by the laws of the State of Pennsylvania. Neither party may assign this Agreement without the prior written consent of the other. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, representations, or understandings. This Agreement may only be amended by a written amendment signed by both parties. Any litigation relating to this Agreement shall be exclusively brought in state or federal courts situated in or with jurisdiction over Allegheny County, Pennsylvania and both parties expressly consent to the personal jurisdiction of the same. Amare may use Client's logo and name in job postings with Client's prior consent. The terms of this Agreement are confidential and neither party shall distribute this Agreement, or any part thereof, to third persons unless required by applicable law or valid court or administrative order. Obligations under this Agreement that, by their nature, would continue beyond the termination of the Agreement, shall survive such

termination. In the event any clause in this Agreement is found to be invalid, or enforceable, all other clauses are severable and shall remain in full force and effect.

SO AGREED.

CLIENT	**AMARE**
	Arthur G. Hoopes
_____	_____
Signature of Authorized Representative	*Signature of Authorized Representative*
Print Name: _____	Print Name: Arthur G. Hoopes
Title: _____	Title: CEO
Date: _____	Date: 9/24/2026

Healthcare Staffing Services Agreement

Exhibit A

Minimum Hourly Bill Rates

Discipline	Local Contract Rate
Paraprofessionals	$32.00
Personal Care Assistants	$32.00
Licensed Practical Nurse (LPN)	$52.00
Registered Nurse (RN)	$62.00

Rate Adjustments: The hourly bill rates listed above are the minimum hourly base rates for this Agreement. The parties acknowledge that depending upon the position, specific requirements, anticipated assignment duration, geographic location, and availability of qualified candidates, the hourly base rate may exceed the rates set forth above and shall be agreed upon on a case-by-case basis and in advance by all parties prior to the subject placement.

Additional Hourly Bill Amounts: In the following situations, the sums listed below shall be added to the applicable base hourly bill rate:

Description	Added to Hourly Bill Rate
Holidays (New Year's Eve, New Year's Day, Martin Luther King Jr. Day, Easter Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day)	Billed at 1.5x
Crisis Needs (upon mutual agreement between parties)	+$5 / hour

Overtime Hours: Any hours exceeding 40 hours in a single payroll week (Sunday through Saturday), or as may be otherwise required by applicable law, will be billed at overtime rates of 1.5x the regular hourly bill rate.

SO AGREED.

CLIENT

_____
Signature of Authorized Representative

Print Name: _____

Title: _____

Date: _____

AMARE MEDICAL NETWORK

Arthur G. Hoopes
_____
Signature of Authorized Representative

Print Name: Arthur G. Hoopes

Title: CEO

Date: 9/24/2026