Northwood Academy Charter School

Human Resource Ad Hoc Committee Meeting

Date and Time

Wednesday September 1, 2021 at 5:00 PM EDT

This is a public meeting of the Human Resource Committee of the Board of Trustees of Northwood Academy Charter School that was properly advertised pursuant to the Pennsylvania Sunshine Act.

The meeting will be held remotely via Zoom.
https://us02web.zoom.us/j/83725730812?pwd=dW53Z1JhMTFYelJBQ1FMZFZkSTdhdz09
Meeting ID: 741-0305-5671
Password: 5821

Mission Statement

Northwood Academy Charter School is a comprehensive learning sanctuary that educates and supports the whole child. We achieve this by working as a highly qualified team, that delivers collective knowledge, creativity, and real-world learning experiences needed for students to become successful individuals.

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**5:00 PM**
	A. Call the Meeting to Order		Jacqueline Williams	
	B. Record Attendance			1 m

		Purpose	Presenter	Time
C.	Approve Minutes	Approve Minutes	Jacqueline Williams	1 m

Approve minutes for Human Resource Ad Hoc Committee Meeting on June 2, 2021

II. New Business — 5:02 PM

A.	Staff Survey Executive Summary and Follow Up	FYI	Amy Hollister/Traci Hunt	10 m
B.	Covid Related Updates and Discussion:	Vote	Tracee Hunt/Amy Hollister	10 m

- End of Public Health Emergency Leave (PHEL)- paid sick leave benefit
- Employer Vaccination Mandate

C.	Special Education Personal Care Nurse	Vote	Cindy Carey	10 m

III. Closing Items — 5:32 PM

A.	Adjourn Meeting	Vote	Jacqueline Williams

Coversheet

Approve Minutes

Section: I. Opening Items
Item: C. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Human Resource Ad Hoc Committee Meeting on June 2, 2021

APPROVED

Northwood Academy Charter School

Minutes

Human Resource Ad Hoc Committee Meeting

Date and Time
Wednesday June 2, 2021 at 6:00 PM

This is a public meeting of the Human Resource Committee of the Board of Trustees of Northwood Academy Charter School that was properly advertised pursuant to the Pennsylvania Sunshine Act.

The meeting will be held remotely via Zoom.
https://us02web.zoom.us/j/83725730812?pwd=dW53Z1JhMTFYelJBQ1FMZFZkSTdhdz09
Meeting ID: 741-0305-5671
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Mission Statement
Northwood Academy Charter School is a comprehensive learning sanctuary that educates and supports the whole child. We achieve this by working as a highly qualified team, that delivers collective knowledge, creativity, and real-world learning experiences needed for students to become successful individuals.

Committee Members Present
A. Hollister (remote), D. Kleschick (remote), J. Williams (remote), K. Dugan (remote), K. Spraga (remote)

Committee Members Absent

D. Madison, M. Bly, T. Hunt

I. Opening Items

A. Call the Meeting to Order

J. Williams called a meeting of the Human Resource Ad Hoc Committee of Northwood Academy Charter School to order on Wednesday Jun 2, 2021 at 6:06 PM.

B. Record Attendance

C. Approve Minutes

D. Kleschick made a motion to approve the minutes from Human Resource Ad Hoc Committee Meeting on 04-28-21.
K. Spraga seconded the motion.
The committee **VOTED** unanimously to approve the motion.

II. Old Business

A. Math Assistant/Interventionist

Approved with minor adjustments to be completed by board meeting

B. Special Education Teacher

Address the metrics to be used to determine progress.

C. Consultant Contract

Further definitions and discussion amongst administrative staff.

D. Classroom Assistant

Approved as presented

E. Specialist/STEAM Teacher

Approval of job description with minor adjustments and the answers to questions presented by the next board meeting.

F. Voice

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:07 PM.

Respectfully Submitted,
J. Williams

Documents used during the meeting

- NACS New Position Request Packet - Math Interventionist.pdf
- NACS New Position Request Packet - Sp Ed Teacher 3rd & 4th.pdf
- NACS New Position Request Packet - Sp. Ed Teacher Kindergarten.pdf
- Shelly Agris Consultant Agreement 2021-2022.pdf
- NACS New Position Request Packet - Classroom Assistant.pdf
- NACS New Position Request Packet - STEAM Teacher.pdf

Coversheet

Staff Survey Executive Summary and Follow Up

Section: II. New Business
Item: A. Staff Survey Executive Summary and Follow Up
Purpose: FYI
Submitted by:
Related Material:
NACS revised Employee Survey Action Plan Timeline & Summary 083021.pdf

Employee Engagement Survey
Action Plan Timeline

Purpose: To sustain momentum in areas of growth while ensuring activities are established that will facilitate regaining ground where we have regressed as indicated by the Spring 2021 survey.

Key Areas of Focus: Professional Development, Morale, Communication, Compensation, Discipline Focus relative to Special Education, and Role Clarity among Principal and Assistant Principals.

Timeline of Activities:

Focus Area	Activity	Anticipated Date of Completion	Responsible Parties
Professional Development	Complete contract as stands and establish new course of action for PD upon renewal with Innovageous. Conduct a survey among teachers to gain individualized insight on desired PD's. Continue working on PD framework with input from teachers that will be aligned with Best Practices and with what comes out of the survey. Convey formal focus of "Journey Towards Excellence." Resetting Post-Pandemic.	August 2021	Cindy Carey

Focus Area	Activity	Anticipated Date of Completion	Responsible Parties
Morale	Reinforce Core Competency Framework through training. Adapt & Roll-out training on Change Management. Conduct with staff appreciation, acknowledgment, and overall celebration of staff.	PD Date to be Determined Presented in August 2021 PD Ongoing	Admin./T. Hunt Admin./T. Hunt Administration
Communication	Conduct a focus group to gain further insight of teacher's perspective of "voice." Provide summary report to HR Committee. Implement protocols that ensure clear agendas for all meetings. Ensure protocols are established to ensure timeliness of communications.	Announced at August PD for September 2021 August 2021 PD Addressed at August 2021 PD September-October 2021	HR/T. Hunt T. Hunt Amy Hollister/Kristie Dugan Amy Hollister/Kristie Dugan
Compensation	Share Compensation Philosophy and formal survey process for better understanding of how pay is established.	Covered in August PD	T. Hunt
Discipline Focus relative to Special Education	Educate teachers on the methodology/approach to discipline as it relates to Best Practices. Continue efforts of Discipline Committee.	Covered in August PD Ongoing	Kate Crossett/Cindy Carey Principal/Dir. of Sp. Ed./ Discipline Committee
Role Clarity among Principal and Assistant Principals	Provide more clarity of the roles of the Principal vs. the Asst. Principals, emphasizing the differences and overlap in the respective roles. Also provided functional org charts for HR to ensure staff know who to reach out to regarding concerns.	Covered in August 2021 PD	Cindy Carey/Assistant Principals

Executive Summary
Spring 2021 Employee Engagement Survey

The Northwood Academy Charter School ("NACS") Spring 2021 survey was administered using the same line of questions as the October 2020 survey with the exception of adding two (2) additional new questions centered around accessibility and approachability, as well as the consideration of staff input around decision-making. We were able to effectively compare the survey scores against prior results.

The survey results were again sliced in three (3) groups showing Instructional, Administration, Administrative Non-Instructional, and Other Non-Instructional relative to the scores for each group.

The participation rate increased to 85%, up from 81% in the Fall. This is good considering that we are still navigating the Pandemic.

Our goal continues to be to achieve at least a score of 3.75 in all survey areas. The May 2021 survey fell a little short of the 3.75 benchmark in the broader survey areas, with the overall score coming in at 3.73. It is important to note that while the overall score is 3.73, it is still an aggregated/average score that includes some significant declines in several key survey areas.

There are still two (2) areas that continue to trend below the benchmark score of 3.75 that have further declined along with the additional areas highlighted below:

- Where the score for Employee Morale was low at 3.42, it dropped to 2.71.
- The score for "realistic expectations of my time" is another area with a disconnect. This area continues to trend in the comments through-out the Open-Ended Questions.
- There was a significant drop in the following areas that were previously improving, they are:
    - Discipline and behavioral support related questions (questions 42, 43, 44, and 45)
    - Communications at NACS are open and honest dropped from 3.75 to 3.03.
    - Administration leads by example dropped below the October 2019 score of 3.58 down to 3.35.
    - The question regarding competitive pay declined almost to the original January 2019 score of 2.92, coming in at 2.95, a fall from 3.45 in October 2020.

In all, previous surveys had 12 questions below 3.75, with this survey having 19 areas below 3.75.

Additionally, there are trending comments in the May 2021 survey that are noteworthy with some of the themes being:

- Northwood's Special Education department has certainly changed this year with the addition of a new director. Unfortunately, the direction the department is taking is rather worrying. It seems that the major focus is avoiding potential lawsuits, when it should be doing what's best for each student. Students have become data points to be discussed, rather than individuals with specific needs we should be addressing. Most teachers in the special ed department have considered leaving special education entirely this year, and Northwood stands to lose good teachers if something doesn't change. This shift away from students' learning needs to stop!
- One significant change since the last time I took this survey is that we no longer have a designated special education secretary and having a new special education director. This has impacted the workload for case managers/instructional support teachers, in the special education department directly in an unfavorable way. In addition, the data collection this year is unlike any of us have ever seen with hours of inputting information into documents from Frontline that already is accessible. Given a 40 plus page document as a reference guide to all of these changes isn't ideal, on top of a massive amount of documents to familiarize ourselves with is overwhelming. The morale of the team has never been so low and has plummeted continuously as the workload has increased.
- I truly believe that our admin did the best they could in an unprecedented time. This was a crazy year and I think they did really well, so I want them to know they are appreciated.
- Administration has learned to "Read the room" a bit better during meetings and trainings and has adjusted schedules accordingly. The Northwood teachers have grown and developed SO MUCH during the pandemic. They have come out on the other side stronger, more resilient, and more knowledgeable teachers. This is due to their own effort and quests to seek knowledge, without the help of admin or Innovageous.
- Committees were created to address concerns we have had as a staff however, like in many other instances, our voices are being heard but being ignored. Also, we need to be compensated for committee work. The committees (some, not all) are requiring a lot of work and taking up time.
- Eliciting input from the faculty has improved. Administration has taken time to do more check-ins with staff.
- I don't believe they changed or improved. I believe they are satisfied where they are but Covid clearly played a part.
- I have seen Northwood Academy come together and use their voices even when all do not agree with difficult decisions that had to be made.
- I think the admin are more inclusive in asking the opinions of the staff.
- Northwood has provided flexibility with programming.

- One change is the outsourcing of professional development to eduvageous. I do not consider this an improvement.
- Partnership with Innovageous - overall, not received favorably by staff. The tone on some of the questions on this survey. Many questions starting with "Even if you disagree, ..." Not well received.
- Innovageous is not helpful at all and a waste of time. Taking our advice into consideration.
- The #1 thing that would make everyone be more productive is to improve communication all around. Communication should be timely, organized, and succinct. Waiting until the last minute to share schedules, not communicating important information during meetings and then sending in an email that blindsides staff is the norm and it needs to be corrected.
- I think it would be beneficial for administration to take into consideration our time and respect it. This year has been brutal and at times, I would think that almost every teacher second guessed if this profession was for them. I firmly believe that administration has no idea how much we do everyday, every night and on the weekends. We need realistic expectations and we need them to step in and take things off of our plates when they can. I still am not aware of what they are doing all day, as they have stopped giving me a thumbs up at my door and have handed off majority of their job to Innovageous.
- The asynchronous day each week has been extremely helpful. I understand that this cannot continue forever. However, I would love to see planning time/team meeting time/etc. be incorporated into our calendar in some way (not just a prep period), maybe an early dismissal once a month (not for a useless PD) but for actual collaboration.
- Giving the APs power would also be helpful. It seems that any question that we ask, needs to then be ran by Cindy who then runs it by Amy. Most times the answer the get back something complete different than we were originally told by the AP. This is a major cause chaos and confusion.
- Throughout this year students were tested that I had no idea had any needs because we were not meeting regularly to discuss them. Parental requests were made for testing and I was not notified. Meetings (teachers and administration should be present)need to be held regularly to discuss student needs, and what supports are effective/not effective that are implemented for those kids.
- The Northwood admin continue to fail at communicating with staff. Many times this year letters with important information would be sent to parents before being told to staff. Additionally, staff had to sit through hours of meetings that usually had no real agenda or purpose...only to receive a blindsiding lengthy email hours later that would leave staff anxious and confused.
- With the poor communication skills of our admin team, it is VERY often that mistakes are made and staff are left to deal with the consequences. Instead of apologizing and taking accountability in these situations, admin makes excuses and talks in circles. Teachers often have to take the brunt of consequences that come from miscommunications and many schedule changes from admin. Teachers are often reprimanded by parents for decisions and

mistakes that were not their own, but were made by the admin team. Admin needs to learn the words "I'm sorry" and use them when necessary.

- In most cases, Special Education teachers are paid more than the general education teachers by about $3K.
- I believe there needs to be more collaboration between administration and staff. We need to allow teachers to not only have a voice, but allow all their voices to be heard and implemented. This would go a long ways towards eliminating the us vs. them mentality that brings down staff morale.
- Post Covid I hope everyone is back on the same page so the students will benefit. It seems that majority of teachers are not happy and calling out too much which affects our program.
- Starting school at 7:30 or 7:45 am is not developmentally appropriate for lower school - can we please start sometime after 8:15 am? Kids are having tantrums and falling asleep during class.
- Useful PD.
- No new learning PD's in August. Check the importance of PD's (for example, a 4 hour PD on how to color code Focus and make virtual seating charts was pointless).
- We need to be compensated for committee work. The committees (some, not all) are requiring a lot of work and taking up time.
- Shira is rude and has made several people feel uncomfortable. Can she keep it professional if we continue to work with them.....
- Now is a great time to cut ties with CORA. They are unruly and destroy classrooms. I, personally, have had things stolen and they never replaced anything. CORA needs to go because they do not respect our school. Communication is still a HUGE area of concern. Emails and other communication need to be within school hours on school days. We do not need to receive emails, texts, or phone calls on Fridays at 5 pm or Saturday mornings. It happens and it shouldnâ??t!
- We need a STAFF MORALE COMMITTEE led by staff ONLY.
- If possible, can we please keep 1 day of asynchronous learning (if not weekly, then at least every few weeks)?
- Are blackout dates legal? How come the administration doesn't have blackout dates?
- Black-Out Dates. It pits teacher against teacher, who have to compete for days off. We work hard and should be able to take a day off without competing with our coworkers to submit the paperwork first.
- Blackout days make us feel bad about taking off. We need to find a way around this. More subs? Incentives for not taking off? Shouldn't the $150 a day payout for not taking off be increased by now? It's been the same amount for a long time.
- In the survey, I noticed that there were some questions added about us understanding that administration needs to sometimes make difficult decisions. This clearly comes after the hybrid decision was made. The reason everyone was so upset was because we were lied to. Honesty is very important between an employer and staff.
- NACS is on a downward trajectory. We need drastic changes, starting at the top.

- The assistant principals are our immediate managers, but there are never any survey questions pertaining to the principal, CEO, etc. The AP's shouldn't be singled out as the only members of the admin team to get reviewed on this survey. It's very clear that they are usually just following directives from higher ups. So while we work with the AP's more directly, they are not responsible for the overall decision making at Northwood.
- How is it possible for administration to change our schedule (daily and yearly) without our consent/vote?
- Administration is unprepared which puts undue stress and pressure on teachers. Example: substitutes are not trained on technology and principles are not giving them the proper devices.
- I have a real distrust that our board is operating in the best interest of our students. I believe the board gets in the way of best practice and insert their opinions in areas where they have limited and bias knowledge.

It will be imperative that efforts support achieving renewed connection between the teachers and administration for the sake of improved morale, organizational culture, and overall teacher retention.

NACS must continue to take all of the feedback, scores, and analysis of the scores into serious consideration in establishing next steps and action plans.

Engagement Survey Summary By Category

(from highest to lowest)

Category	Score						Net Change May/Oct (%)
	May '21 (Spring)	Oct '20 (Fall)	May '20 (Spring)	Oct '19 (Fall)	May '19 (Spring)	Jan '19 (Fall)	
Operations at Northwood	3.98	4.06	4.02	3.98	3.84	3.82	-0.08%
Relationship with Leadership/Management	3.77	3.98	3.99	3.94	3.87	3.81	-0.21%
Work Environment/Culture	3.73	3.93	3.99	3.94	3.73	3.60	-0.20%
Communication	3.79	3.98	3.92	3.80	3.66	3.59	-0.19%
Recognition and Reward	3.56	3.81	3.92	3.95	3.70	3.54	-0.25%
Schoolwide Community/Climate	3.56	3.84	3.67	3.65	3.53	3.48	-0.28%
Overall Score	**3.73**	**3.93**	**3.92**	**3.88**	**3.73**	**3.65**	**-0.20%**

Key:

Green filled box shows % of improvement from October 2020 survey.

Red filled box shows % in decline from October 2020 survey.

Engagement Survey Summary, cont'd.

Top 10 Highest Scoring Questions								
Question No.	Question	Score						Net Change Oct/May '20 (%)
		May '21 (Spring)	Oct '20 (Fall)	May '20 (Spring)	Oct '19 (Fall)	May '19 (Spring)	Jan '19 (Fall)	
52 (prior # - 49)	Our facility and property is attractive, clean, and well maintained.	4.44	4.47	4.44	4.38	4.29	4.40	-0.03%
50 (prior # - 48)	I receive support for any facility/maintenance issues or concerns in a timely manner	4.22	4.23	4.29	4.16	4.16	4.16	-0.01%
26	My immediate manager acts with integrity.	4.20	4.16	4.33	4.35	4.40	4.27	0.04%
5	Employees are encouraged to work well together at all levels.	4.18	4.19	4.34	4.17	4.07	4.06	-0.01%
22	I am treated with respect as a professional	4.09	4.24	4.27	4.14	4.09	408.00	-0.15%
33	I will not allow past outcomes to deter me from continuing to contribute to the direction of the school.	4.08	New Question added to Spring 2021 Survey					n/a
27	My immediate manager handles my work-related issues satisfactorily.	4.05	4.00	4.15	4.09	4.18	4.17	0.05%
1	The work environment at Northwood is inclusive and welcoming.	4.05	4.27	4.33	4.35	4.14	4.14	-0.22%
24	My immediate manger appropriately recognizes my efforts and results.	4.03	4.11	4.25	4.18	4.40	4.20	-0.08%
25	My immediate manger develops a postive team atmosphere.	4.03	4.04	4.26	4.25	4.22	4.20	-0.01%

Bottom 10 Lowest Scoring Questions								
Question No.	Question	Score						Net Change Oct/May '20 (%)
		May '21 (Spring)	Oct '20 (Fall)	May '20 (Spring)	Oct '19 (Fall)	May '19 (Spring)	Jan "19 (Fall)	
7	Employee morale is high at Northwood.	2.71	3.42	3.39	3.38	3.16	2.79	-0.71%
34 (prior # - 31)	My pay is competitive with similar jobs in other organizations.	2.95	3.45	3.63	3.70	3.19	2.92	-0.50%
42 (prior # - 39)	Whether I agree or not, I know what the protocol is if disciplinary action for a student is required.	3.02	3.61	3.37	3.41	3.02	3.05	-0.59%
21	Communications at Northwood are open and honest.	3.03	3.75	3.57	3.48	3.48	3.28	-0.72%
45 (prior # - 42)	There are clear procedures for getting behavioral support from the administration.	3.07	3.61	3.21	3.28	3.13	3.00	-0.54%
3	There are realistic expectations for my time.	3.13	3.24	3.48	3.42	3.41	3.42	-0.11%
30	Employee opinions and suggestions are given significant consideration in the organization's decision-making processes.	3.20	3.87	3.63	3.58	3.46	2.97	-0.67%
19	Administration leads by example.	3.35	3.78	3.57	3.58	Added to Oct "19 Survey		-0.43%
43 (prior # - 40)	There are sufficient positive behavior support initiatives and incentives in place for students to be motivated to succeed.	3.35	3.72	3.73	3.91	3.71	3.75	-0.37%
44 (prior # - 41)	My administration readily supports me when a student presents behavioral or emotional issues.	3.37	3.73	3.39	3.34	3.36	3.40	-0.36%

Coversheet

Covid Related Updates and Discussion:

Section: II. New Business
Item: B. Covid Related Updates and Discussion:
Purpose: Vote
Submitted by:
Related Material: HR COVID UPDATES.pdf

COVID HR Discussion:

1. **The COVID-19 Pandemic Paid Sick Leave/Public Health Emergency Leave (PHEL)** expired upon the expiration of the Proclamation of Disaster Emergency of the Governor of Pennsylvania. This does have an effect on quarantine/PTO.

2. **Mandated Vaccinations** are now being considered at school board levels now that FDA approval has been made. The School District of Philadelphia is the largest organization to adopt in our sector. We need to address this. As it stands, unvaccinated staff are subject to weekly testing.

Coversheet

Special Education Personal Care Nurse

Section: II. New Business
Item: C. Special Education Personal Care Nurse
Purpose: Vote
Submitted by:
Related Material:
OVERVIEW Contracted Services_ Special Education Personal Care Nurse Overview.pdf
Sub-Contract Agency.pdf
Northwood Academy Staffing Agreement.docx
2022.17 CBA.docx.pdf
2022.16 CBA.docx.pdf

Contracted Services/ Special Education Personal Care Nurse Overview

As we strive to provide FAPE and related services to newly identified students with health needs and continue establishing process and best practice, attached are the following documents:

1. Contracted Services Rationale, this in response to benefits of agency over direct employee for related services.

2. CBA 22.16 Immediate Funding Request for Personal Care Nurse

3. CBA 22.17 Traditional Funding Request for Personal Care Nurse

4. Northwood Staffing Agreement for Personal Care Nurse

Please note, HR is creating a new policy for Procurement of Contracted Services which will be inclusive of process. This will be shared with the Sub-Committee/Board in an upcoming meeting.

Rationale for Utilizing Subcontracted Staff for Provision of Related Services

Benefits of using an agency to subcontract staff:

- Generally the level of staff expertise is always more current
- The ability to provide a substitute pool is, sometimes, possible--in order to avoid a backlog of service
- Supervision is often able to be provided by a person with related field experience/expertise
- They are able to provide a deeper pool of specialized candidates with experience in field and/or schools
- Several agencies in which we partner with are able to provide ongoing professional development/Continuing Education Credits for specific roles

Rationale for Utilizing a Healthcare Agency to Provide the Personal Care Nursing Role

- Level of staff expertise is current
- The ability to provide a substitute pool is, sometimes, possible
- Increased productivity/space for Nurse Storino to focus on supporting the entire student body
- No long term commitment--if student needs change in the coming years, we are able to more flexibly and

Process

- Identify the need
- Create a CBA for relevant committee(s)
- Create a consultation position request
- Communicate with relevant committees
- Submit supporting documentation

Supplemental Staffing Provider Agreement
(Education)

This Supplemental Staffing Provider Agreement (Education) (the "**Agreement**") is made and entered into as of August 2, 2021 (the "**Effective Date**") between Aya Healthcare, Inc., located at 5930 Cornerstone Court West, Suite 300, San Diego, CA 92121 ("**Aya**") and Northwood Academy Charter School located at 4621 Castor Avenue, Philadelphia, PA 19124 ("**Client Entity**"). Aya and Client (as defined in the Agreement) are sometimes referred to in this Agreement individually as a "**Party**" or collectively as the "**Parties**."

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, Aya and Client agree as set forth below.

I. STRATEGIC STAFFING PROVIDER RELATIONSHIP

a. **CLIENT ENTITY AND ITS PARTICIPATING FACILITIES**. Client Entity owns, operates or contracts with one or more schools, institutions or related facilities or locations (the "**Participating Facilities**"). The list of Participating Facilities may be modified by mutual written agreement of Client Entity and Aya. Client Entity and the Participating Facilities are collectively, referred to as "**Client**."

b. **FULFILLMENT OF CANDIDATE NEEDS**. From time to time Client utilizes Candidates (as defined below in section II-(a)) to supplement their existing workforces with contingent labor. Aya shall act as Client's strategic staffing provider with respect to the provision of Candidates to Client. Client will communicate all its needs for Candidates to Aya using a method agreed to by the Parties. Aya will use commercially reasonable efforts to recruit, submit and staff qualified Candidates to fulfill Client's needs.

c. **CONSOLIDATED INVOICING AND PAYMENT TERMS.** Aya will send a single, consolidated invoice covering all services performed under this Agreement for a given weekly billing period to the contact designated by Client. Client shall pay the invoices within net thirty (30) days of invoice date, with interest of two percent (2%) per month on balances past due.

II. PROVISION OF CANDIDATES

a. CANDIDATES. As used in this Agreement, the phrase "**Candidates**" means the following types of personnel:

   i. **Clinical Candidates:** Therapists, registered nurses, clinical technicians, and other clinical, nursing and allied healthcare professionals (not including advanced practice nurses, physicians, or physicians' assistants) who are assigned to perform work for Client on a temporary or supplemental basis.

   ii. **Non-Clinical Candidates**: Professionals, personnel, and laborers who are assigned to perform non-clinical work (including, but not limited to, teachers, education specialists, IT, and all other non-clinical supplemental labor) for Client on a temporary or supplemental basis for a specified assignment duration of one (1) to fifty-two (52) weeks in length.

b. SCHEDULING, RATE AND CANDIDATE TERMS. The scheduling, rate, and billing terms applicable to Aya Candidates' offered positions by Client are set forth in the attached Addendum A as determined by Candidate type. The Addendum A may be amended, as mutually agreed by Client Entity and Aya in writing. The details relating to a particular Aya Candidate's assignment, such as department, schedule, and dates of assignment will generally be confirmed in writing through a work order confirmation; provided that this Agreement will govern in the event of any conflict between the terms of the work order and this Agreement.

c. CANDIDATE TIMEKEEPING & APPROVAL. Client is responsible for accurately recording and approving the time worked by Aya Candidates. Client shall not permit Aya Candidates to perform work "off-the-clock." Each week, Client will provide Aya with approved weekly time records for all Aya Candidates in an electronic or other format acceptable to Aya by noon on the Tuesday following the end of the workweek. The time records shall reflect all time worked by each Aya Candidate (including the start and stop times of each work period and start and stop times of each meal period) as well as any other billable time. If Client fails to timely provide or otherwise promptly approve or object to time records, the time records submitted by the Aya Candidate or Aya will be presumed accurate.

d. RATES INCLUSIVE. All rates stated in the Addendum(a) are all-inclusive and include recruitment fees, travel reimbursement, lodging per diem reimbursement, meal & incidental expense per diem reimbursement and compensation for Aya Candidates. Client acknowledges that it will be subject to the 50% deduction limitation under Internal Revenue Code ("**IRC**") § 274(n) to the extent such limitation applies to any reimbursement for which it is responsible. Aya will provide Client with sufficient substantiation of any such

reimbursement in accordance with IRC § 274(d). At no additional charge, Aya may also provide access to a technology solution (subject to the terms relating to use of such solution) chosen in Aya's sole discretion or Aya clinical interview screening of Clinical Candidates submitted by Aya.

e. CANDIDATE SCREENING & CLIENT POLICIES. Client shall screen, interview and accept or reject Candidates submitted by Aya in a timely manner and notify Aya of the starting date, schedule, and orientation schedule for each accepted Aya Candidate. Prior to any Aya Candidate commencing work with Client, Client shall furnish Aya and the Aya Candidate with copies of all Client policies and procedures relevant to the scope of practice or profession and duties of such Aya Candidate's assignment and with which the Aya Candidate will be expected to comply, including, but not limited to, as applicable, the following: job description(s), performance standards, infection control, blood borne pathogen protective policies, corporate compliance and ethics codes, abuse and neglect, patient privacy and confidentiality, and medical record keeping.

f. CANDIDATE COMPETENCY DOCUMENTATION AND COMPLIANCE DOCUMENTATION.

   i. **Competency and Compliance Documentation**. Except where prohibited by law, Aya will maintain on file or contractually require the applicable employer to maintain on file Competency Documentation and Compliance Documentation for each Aya Candidate. "**Competency Documentation**" will generally include documentation of the qualifications of each Aya Candidate as reasonably necessary to establish competency, which may depend on the position and type of Candidate at issue but may include completed employment application and professional references. For Candidates, Competency Documentation generally includes (as applicable for the position at issue) primary source verification of State Licensure (as applicable for professional). "**Compliance Documentation**" will generally include the following: negative PPD test results, Quantiferon Gold, or T-Spot (or, if past positive PPD, chest X-ray with TB questionnaire) and criminal background check.

   ii. **Provision of Documentation**. Unless prohibited by law, Aya shall use commercially reasonable efforts to provide to or make available for inspection by Client, the Competency Documentation and Compliance Documentation one (1) week prior to the Aya Candidate's start date, but Aya's failure to provide such documentation one (1) week prior shall not affect the Aya Candidate's ability to start an assignment, provided the required documentation is provided by the time of start. Aya may provide attestations that Competency Documentation and Compliance Documentation is maintained in Aya's files in lieu of copies of such documents, including, but not limited to background check documentation, to the extent consistent with standards of applicable laws. All Client requests for additional documentation must be made in writing, but Aya shall not be obligated to provide such additional documentation. Client also agrees that for some positions including crisis or rapid response positions, the Parties may mutually agree to waive certain compliance documentation requirements and such waivers may be made orally or in writing, including through electronic mail.

   iii. **Client Compliance with Laws**. Client agrees to treat all Competency Documentation, Compliance Documentation, and other personnel information relating to Aya Candidates as Confidential Information within the meaning of this Agreement, including as required by applicable state and federal law, such as the Americans with Disabilities Act, and to not disclose such documentation unless authorized by law, Aya, or the Aya Candidate. Client also agrees to comply with all applicable laws governing the use and handling of personnel files and backgrounds checks, including, but not limited to, the federal Fair Credit Reporting Act, as well as any other applicable federal, state, or local laws.

g. CANDIDATE COMPENSATION. Aya or an affiliate will (i) employ and compensate the Aya Candidates for hours worked for Client; (ii) deduct all applicable payroll taxes such as FICA, Federal and State from the compensation of Aya Candidates in compliance with state and federal law; and (iii) maintain relevant employment documentation such as an I-9 form, W-4 form, and photo identification for Aya Candidates.

h. PERFORMANCE OUTCOMES. Client shall notify the designated Aya representative immediately and provide written documentation (incident report) of any unsatisfactory performance or conduct of any Aya Candidates. Client will provide performance evaluations from its director of nursing or equivalent personnel to Aya in the event of any unsatisfactory performance or conduct and at the end of each assignment.

i. SENTINEL EVENT & INJURY REPORTING. In the event of any incidents, including errors, unanticipated deaths, injuries, hazardous or infectious disease exposure, safety hazards or other events or claims ("**Sentinel Events**") involving or relating to any Aya Candidate, Client must immediately report the Sentinel

Event to Aya within twenty-four hours or earlier where required by applicable occupational health and safety laws. Reports should include the name of Aya Candidate and any other persons involved, as well as the date, time, location, and description of facts and circumstances surrounding the Sentinel Event. The Parties agree to use reasonable efforts to timely assist each other in conducting investigations of such Sentinel Events. In the event any Aya Candidate makes a claim against Client alleging any wrongdoing, Client shall immediately notify Aya.

j. INJURY, ILLNESS & EXPOSURE RESPONSE. In the event of an injury, illness or hazardous or infectious disease exposure to any Aya Candidate at Client's job site, Client will instruct the Aya Candidate to notify its employer and to seek treatment at a third-party healthcare provider designated by its applicable employer unless the injury is an emergency. In the event of an emergency, Client will immediately send the Aya Candidate to the closest emergency room and provide transportation if necessary or appropriate. Client must promptly complete and submit to Aya a written incident report in a format acceptable to Aya that includes the name of Candidate involved, as well as the date, time, location, and brief description of events and other persons involved in the incident.

k. MANNER OF WORK. Aya Candidates are not supervised by Aya; they are subject at all times to Client's direct and indirect supervision. Client shall be solely responsible for the direction, control and supervision of all Aya Candidates and shall retain professional and administrative responsibility for the work performed by Aya Candidates. Client shall be responsible for determining the clinical and any other competencies required of Aya Candidates. Notwithstanding the foregoing, Client shall not, without the prior written consent of Aya, permit or request any Aya Candidate to perform any work or task or render any service that does not fall within the scope of the duties and responsibilities for such Aya Candidate's confirmed assignment or at any work location other than the confirmed location. Client shall not, under any circumstances, entrust any Aya Candidate with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments or other valuables without the express prior written permission of Aya. Client shall not, under any circumstances, request or permit any Aya Candidate to use any vehicle, regardless of ownership, in connection with the performance of any work or service for Client without the written permission of Aya. Client shall not float Candidates except upon written authorization from Aya and any floating of Clinical Candidates must be done in accordance with Client's policies and clinical experiences of the Aya Candidate being asked to float. Client confirms that Client's policies on floating comply with current standards of The Joint Commission or Client's accrediting body and include the provision of an appropriate orientation to the new unit.

l. SAFETY. Client agrees to provide Aya Candidates with a safe and healthy work environment and to provide safety training, equipment, clothing, or devices necessary or required by all applicable laws for any work to be performed, or which is used by Client's own employees or other contractors in the performance of similar work. Client shall also designate a member of its staff who shall act as a coordinator to train and orient the Aya Candidates to all applicable operational and safety procedures. Client agrees that it shall have in place at all times policies and protocols in compliance with all laws related to employee health, safety and well-being and make such policies available to Aya Candidates as if they were a member of Client's regular workforce.

m. COVID-19 RESPONSE. Client agrees to comply with all applicable occupational health and safety standards and standards and guidance of the Centers for Disease Control, including all precautions and guidance relating to the treatment of patients with or under observation for communicable diseases, including COVID-19 (aka 2019 Novel Coronavirus). Client is also responsible for payment of all guaranteed hours during any period of quarantine, self-isolation, remediation or other appropriate time away from patient care as a result of Aya Candidate's exposure, potential exposure, care or treatment relating to COVID-19 (the "**Remediation Period**"). Aya Candidates will not be expected to perform any work, but may not be cancelled during the Remediation Period and their assignment shall be deemed to be extended and continue during the full length of any Remediation Period, which shall not exceed four (4) weeks.

n. MEAL AND REST BREAKS. Client shall schedule Aya Candidates so as to allow them sufficient time to take any legally required meal, rest, or recovery breaks. If, in the sole and absolute discretion of Aya, it is determined that paying a meal, rest or recovery period premium or other pay to those Aya Candidates who have missed any rest, meal, and/or recovery break(s) is advisable, then Aya retains the right to bill Client for said premium payment. Client hereby agrees to be responsible and indemnify Aya for, and any payments or other expenses incurred by Aya relating to Client's failure to provide any legally required rest, meal, and/or recovery periods.

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III. DIRECT HIRE (PERMANENT) STAFFING SERVICES

a. DESCRIPTION OF DIRECT HIRE RECRUITMENT SERVICES. During the term of this Agreement and on a non-exclusive basis, as requested by Client, Aya will also use commercially reasonable efforts to recruit qualified applicants for direct hire by Client (the "**Direct Hire Applicants**"). If Client hires a Direct Hire Applicant presented to Client by Aya, within twelve (12) months of the initial presentation by Aya, Client will pay Aya a recruiting fee equal to the greater of: (i) thirty-five percent (35%) of Direct Hire Applicant's anticipated annual salary, or (ii) $20,000; which obligation shall, notwithstanding anything in the Agreement to the contrary, survive any termination or expiration of the Agreement. If Aya presents a Direct Hire Applicant to Client to which Client has previously been introduced within the twelve (12) months prior to the submission, Client shall promptly notify Aya of this fact within three (3) business days following submission, otherwise the Direct Hire Applicant will be presumed to have been introduced to Client by Aya. Other than for normal interviews, Client shall not communicate directly with any Direct Hire Applicant without Aya's written consent. Direct Hire Applicants who are hired by Client will be the permanent employees of Client. Client will be solely responsible for all credentialing, insurance, benefits, tax withholdings and all other functions customarily required of employers in Client's industry with respect to Direct Hire Applicants. Further, notwithstanding anything to the contrary in this Agreement, Aya shall not be required to defend, indemnify, or hold Client harmless from claims, damages, interest, penalties, and attorneys' fees and costs arising out of the negligent or willful acts or omissions of or violations of applicable law by Direct Hire Applicants hired by Client.

b. PLACEMENT GUARANTEE. If a hired Direct Hire Applicant is employed by Client for fewer than thirty (30) days, Client shall notify Aya immediately upon the termination of employment. Aya will have one-hundred and eighty (180) days from the date Aya receives notice of the Direct Hire Applicant's termination of employment to present to Client a reasonably adequate substitute for the Direct Hire Applicant. If Aya fails to introduce a reasonably adequate substitute for the Direct Hire Applicant within such one-hundred and eighty (180) day period, Aya will refund eighty percent (80%) of the recruiting fees. This section does not apply in the event of layoffs, change of the original job description, change of the employment location, or elimination of the position. Further, this section does not apply where a Aya Candidate is hired by Client (i.e., temporary to permanent conversion), in which case the applicable conversion fees set forth in Addendum A shall apply.

c. INVOICING AND PAYMENT. Aya will invoice Client, by sending an invoice to the Client contact designated by Client, for the Direct Placement Fee required by this Section upon the Direct Hire Applicant's first day of employment with Client. Client shall pay the invoices within net thirty (30) days of the invoice date, with interest of two percent (2%) per month on balances past due.

IV. GENERAL TERMS

a. TERM; TERMINATION. The term of this Agreement shall be for a period of three (3) years, and thereafter, this Agreement will renew automatically for successive one (1) year periods, unless and until terminated as provided herein. Either Party may terminate this Agreement, with or without cause, at any time upon ninety (90) days' written notice to the other Party. Either Party may also terminate this Agreement upon the occurrence of any of the following events (a "**Termination for Cause**"): (i) the other Party has materially breached any of the terms or conditions of this Agreement and such breach, if capable of cure, is not cured by the breaching Party within ten (10) calendar days following written notice to the breaching Party, (ii) the other Party dissolves; (iii) the other Party becomes insolvent or institutes insolvency proceedings or files, or is subject to a voluntary bankruptcy proceeding, petition, or action; (iv) the filing of relief against the other Party of, or the other Party is otherwise subject to, an involuntary bankruptcy proceeding, petition or action where such action is not removed or terminated within sixty (60) calendar days; (v) the assignment by the other Party of its property for the benefit of creditors; or (vi) the appointment of any receiver, trustee or liquidator for the other Party or for any property of the other Party, where such appointment is not removed or terminated within sixty (60) calendar days. If either Party terminates this Agreement (other than a Termination for Cause by Aya), all Candidates then on an assignment will continue on and complete their assignments, in accordance with the terms of this Agreement. The provisions of this Agreement relating to confidentiality and any other provisions which by their nature should survive termination or expiration of this Agreement shall so survive.

b. CONFIDENTIALITY. The Parties acknowledge that they may receive from each other from time to time, information and/or material which is confidential in nature, including, but not limited to, marketing, pricing, or other confidential business information relating to Aya, Client, or each of their clients, customers, patients, subcontractors or employees, or personnel, Compliance Documentation or Competency Documentation of

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Aya Candidates, or applicants (collectively "**Confidential Information**"). The Parties agree to treat as confidential and not to divulge to any third-parties any Confidential Information of the other Party (and with respect to Client of any affiliates or subcontractors of Aya), except to their own employees, agents, attorneys, accountants, or representatives (collectively, "**Representatives**"), and to use such Confidential Information only for legitimate business needs relating to the performance, administration or enforcement of this Agreement. In the event a Party provides Confidential Information to such Party's Representatives, the Party shall be liable for such Representatives' compliance with the terms of this paragraph and shall require the Representatives to treat such information and/or material as confidential. Nothing herein, shall prohibit either Party from responding to lawful inquiries from government agencies or other lawful process, such as subpoenas. The Parties agree to the issuance of an injunction to prevent violations of this paragraph.

c. INSURANCE. Aya will provide general liability insurance with a limit of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate per year. Aya will provide professional liability insurance with a limit of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate per year for Clinical Candidates employed by Aya or its affiliates. Aya will also provide or cause to be provided worker's compensation insurance with statutory limits required by applicable law for each Candidate employed by Aya. Aya will provide certificates of insurance to Client if requested.

d. INDEMNIFICATION.

   i. **Aya and Client Mutual Indemnification**. To the fullest extent permitted by law, each Party (an "**Indemnifying Party**") agrees to indemnify and hold the other Party and the other Party's respective affiliates, and each of their respective officers, directors, agents, and employees (each an "**Indemnified Party**"), harmless from any claims, damages, interest, penalties, and attorneys' fees and costs ("**Losses**") to the extent caused by: (i) any breach of this Agreement by the Indemnifying Party or its agents; (ii) violations of applicable law by the Indemnifying Party or its agents in connection with the performance of this Agreement; or (iii) negligent or willful acts or omissions of the Indemnifying Party or its agents in connection with the performance of this Agreement; except that the indemnity obligations in this section shall not apply to the extent the Losses are caused by the negligent act or omission, willful misconduct, breach of this Agreement or unlawful act of an Indemnified Party. With respect to Client as the Indemnifying Party, the phrase Indemnified Party shall also include affiliates and subcontractors of Aya.

   ii. **Indemnification Procedure**: Any person or entity claiming a right to indemnity under this section (iv) (the "**Indemnitee(s)**") shall notify all entities and persons that it believes may owe a duty to indemnify it (the "**Indemnitor(s)**") in writing promptly after receiving notice of a claim, lawsuit, demand, or action or threatened claim lawsuit, demand, or action for Losses covered by the indemnity obligations in this section (a "**Claim**") and provide documentation pertaining to the Claim to the Indemnitors upon request. The Indemnitees and Indemnitors agree to keep each other reasonably informed regarding the status of any Claims and allow each other reasonable opportunities to participate in the defense and settlement of Claims, including by providing notice and consulting with each other prior to settling any Claim. Any omission or delay in complying with this section by an Indemnitee shall relieve an Indemnitor of its obligations to the extent it is prejudiced by such omission or delay. Notwithstanding anything to the contrary in this Agreement, this section shall survive any termination or expiration of this Agreement.

e. LIMITATION OF LIABILITY; DISCLAIMER. NOTWITHSTANDING ANY OTHER AGREEMENT OR PROVISION TO THE CONTRARY IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HERETO BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (AND TO THE FULLEST EXTENT PERMITTED BY LAW, PUNITIVE DAMAGES) INCLUDING, BUT NOT LIMITED TO, FINES OR PENALTIES AND LOSS OF PROFITS, WHETHER IN CONTRACT, TORT, NEGLIGENCE, WARRANTY OR OTHERWISE, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AYA'S LIABILITY HEREUNDER SHALL BE NO GREATER THAN THE AMOUNT PAID BY CLIENT FOR THE SERVICES OF THE AYA CANDIDATE WHOSE ACTIONS OR OMISSIONS ARE THE BASIS FOR SUCH LIABILITY. Client acknowledges and agrees that the Aya Candidates who perform work for Client are provided by Aya for the sole purpose of supplementing Client's existing work

force, and Client hereby expressly disclaims any representation or warranty that such Aya Candidates will enable Client to attain any particular goal or objective or provide Client with any solution to any particular problem. Notwithstanding anything to the contrary in this Agreement, this section shall survive any termination or expiration of this Agreement.

f. TECHNOLOGY SOLUTION.

i. **Terms of Use.** In connection with its performance of this Agreement, Client may be given access to a technology solution(s), provided by Aya or a third party, to facilitate the performance of this Agreement, such as Aya's proprietary web-based portal known as "Aya Connect" (collectively, the "**Technology Solutions**"). Client agrees to comply with all terms of use requirements for such Technology Solutions at all times, including, but not limited to, such terms as may be provided by third party providers of the Technology Solutions, and to execute further agreements as may be required to obtain access to such systems. The current terms of use of Aya Connect and its related websites can be found at: https://www.ayahealthcare.com/terms-of-service and the current electronic consent policy is located at: http://www.ayahealthcare.com/electronic-consent-agreement (collectively, the "**Terms of Use**") and are incorporated by reference herein as though set forth in full at this point. Client agrees to comply with the Terms of Use and that it is "**You**" as defined and used in the Terms of Use. The Terms of Use are modified herein so that in lieu of the notice procedures in such agreement, any notices required to be given to Aya under the Terms of Use, including any updates to email addresses, shall be provided in accordance with the notice provisions in this Agreement. Client agrees that the entirety of the Aya Connect technology solution, including, but not limited to, its design, source code, databases, content, and data or materials stored on, generated by, created using, or transmitted through it (collectively "**Aya Technology Information**") shall be considered Confidential Information of Aya.

ii. **License; Proprietary Rights.** Client hereby grants Aya a worldwide, perpetual, royalty-free, irrevocable, nonexclusive right and license to use, reproduce, modify, adapt, publish, transmit and distribute any Aya Technology Information provided by Client in any form, medium, or technology now known or later developed. Except for the limited, non-exclusive, revocable use rights expressly granted herein, Aya reserves all rights, titles, and interests not expressly granted to Client and this Agreement does not transfer any right, title or interest in the Technology Solutions, Aya Connect, Aya Technology Information or other Aya Confidential Information to Client.

iii. **Use Restrictions.** Client agrees that its access and use of the Technology Solutions shall be limited only to the extent such access and use directly relates to and is necessary for Client's performance under this Agreement. Client shall limit access to the Technology Solutions to only those employees or agents of Client with a legitimate business need for such access. Client's access and use of the Technology Solutions may be terminated: (i) upon Client's breach of this Agreement, (ii) automatically upon the termination or expiration of this Agreement, or (iii) at Aya's discretion upon notice. In no event shall Aya be liable for damages in connection with such termination. Client shall not, and shall ensure that its employees, agents, and contractors do not use or make Technology Solutions available for use by any unauthorized persons or for any use not explicitly permitted by this Agreement, and Client agrees it shall be responsible for any violation by Client or its agents or employees of this provision or the applicable terms of use in effect at the time of such access. Client shall be responsible for notifying Aya promptly in the event Client's relationship with any employee or agent who had access to the Technology Solutions is severed, so that passwords may be updated or accounts disabled as necessary. Client's use of the Technology Solutions may be monitored for usage level and ensure compliance with this Agreement and any applicable terms and conditions.

iv. **Disclaimer.** ALL TECHNOLOGY SOLUTIONS ARE PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND. AYA FURTHER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM TRADE USAGE OR COURSE OF DEALING. AYA DOES NOT WARRANT THAT TECHNOLOGY SOLUTIONS WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

g. ACCESS CLAUSE: COMPLIANCE WITH SECTION 420.302(b). To the extent required by applicable law, Aya agrees to comply with 42 C.F.R. Section 420.302(b) and will provide access to the Comptroller General of the United States, the Department of Health and Human Services and their duly authorized representatives to this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the services performed. This includes Aya subcontractors that have a contract with Aya for which the cost or value

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is $10,000 or more in a twelve (12) month period. Said access shall be limited to a period of four (4) years after the furnishing of services under this Agreement hereunder.

h. COMPLIANCE WITH APPLICABLE LAWS & ACCREDITING STANDARDS. The Parties will abide by and comply with all applicable local, state, and federal regulatory agency requirements in performing this Agreement. Client will also comply with all applicable standards of any accrediting organizations of which it is a member or by which it is accredited.

i. NONDISCRIMINATION. In compliance with federal law, including the provisions of the Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Acts of 1973, and the American with Disabilities Act of 1990, the Parties hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, sexual orientation or military service.

j. INDEPENDENT NATURE OF PARTIES. Aya provides services to Client as an independent contractor. Neither Party to this Agreement shall be considered the agent, partner, joint venture, franchisor, franchisee, employer, or employee of the other Party. Client acknowledges that Aya and its affiliates are not licensed to practice medicine and do not engage in the practice of medicine and that Client is responsible for ensuring compliance with applicable scope of practice and corporate practice laws and regulations to the extent applicable to work performed by Candidates and that nothing herein shall be construed in a manner that would require Aya or an affiliate thereof to engage in any task that could be considered the corporate practice of medicine or any other similarly regulated profession.

k. SUBCONTRACTORS. Aya may use affiliates and subcontractors to perform its duties and obligations under this Agreement, including to provide Candidates.

l. NOTICES. All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the second day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as provided below. Any Party may change its address for purposes of this paragraph by giving the other Party written notice of the new address in the manner set forth above.

To: **Northwood Academy Charter School**
ATTN: _____
4621 Castor Avenue
Philadelphia, PA 19124
Email: _____

To: **Aya Healthcare, Inc.**
Attn: Facility Contracts
5930 Cornerstone Court West, Suite 300
San Diego, CA 92121
Email: facilitycontracts@ayahealthcare.com

CC: **Attn: Legal**
Aya Healthcare, Inc.
5930 Cornerstone Court West, Suite 300
San Diego, CA 92121

m. ASSIGNMENT. Client will not assign this Agreement or any of its rights or duties under this Agreement except upon prior written notice to Aya. Aya (and its successors and assigns) may assign, transfer or encumber any of its rights or duties under this Agreement in its discretion. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties.

n. FORCE MAJEURE. Aya shall not be responsible for failure or delay in providing or continuing to provide services to Client under this Agreement if such failure or delay is due to labor disputes, strikes, fires, riots, war, acts of God, voluntary termination by personnel assigned to Client or any other acts, causes or occurrences beyond the control of Aya.

o. ENTIRE AGREEMENT. This Agreement, including all exhibits and addenda, contains the entire agreement between the Parties relating to the subject matter hereof. All prior and contemporaneous oral and written agreements, understandings, negotiations, commitments and practices between the Parties are hereby superseded. No amendments to this Agreement may be made except by a written agreement signed by both Client Entity and Aya.

p. GOVERNING LAW; ARBITRATION. The Parties hereto agree that this Agreement will be governed by and construed in accordance with the laws of the State of California without reference to its choice of law rules and as if wholly performed within the State of California, and all Parties consent to jurisdiction in San Diego,

California. Unless otherwise provided herein, any dispute, controversy or claim arising out of or relating to this Agreement shall be submitted to binding arbitration before the Judicial Arbitration and Mediation Services ("**JAMS**") with arbitration occurring in San Diego, California, as the exclusive remedy. The arbitrator shall be selected from the JAMS panel in accordance with the then-applicable JAMS rules. The arbitration shall be conducted pursuant to the then-applicable Comprehensive Arbitration Rules and Procedures of JAMS, except that the Parties agree that the JAMS Streamlined Arbitration Rules and Procedures shall apply for all disputes in which no claim or counter claim exceeds $250,000.00, not including attorneys' fees and costs. JAMS's then-applicable rules governing the arbitration may be obtained from JAMS's website, which currently is www.jamsadr.com. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable, and shall have the authority to order provisional or interim relief prior to the hearing, including by requiring a respondent to post a bond or security for the amount sought against it where there is a substantial likelihood a claimant shall succeed on the merits of a claim or counter-claim or where an award may be rendered meaningless if a bond or security is not required. Either Party may file a motion for summary judgment with the arbitrator. The arbitrator is entitled to resolve some or all of the asserted claims through such a motion applying the applicable laws as specified in this Agreement. Discovery shall be allowed and conducted pursuant to the then-applicable arbitration rules of JAMS, provided that the Parties shall be entitled to discovery sufficient to adequately arbitrate their claims and defenses. The arbitrator is authorized to rule on discovery motions brought under the applicable discovery rules. The prevailing party in any arbitration or other action shall be entitled to recover its reasonable attorneys' fees and costs. Notwithstanding anything to the contrary in this Agreement, this section shall survive any termination or expiration of this Agreement.

q. SEVERABILITY. If any provision of this Agreement is held to be invalid, void or unenforceable such provision shall be amended to the extent permissible as to effectuate the original intent of the parties, and all other provisions shall remain valid and be enforced and construed as if such invalid provision were never a part of this Agreement.

r. SURVIVAL. Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive, including, but not necessarily limited to, all indemnity, payment, confidentiality and insurance obligations set forth herein.

s. INCORPORATION BY REFERENCE. Each Exhibit, Schedule or Addendum attached to this Agreement is hereby incorporated by reference in this Agreement as if the same was set out in full in the text of this Agreement.

t. ADVICE OF COUNSEL. Each Party acknowledges that it has been given the opportunity to discuss this Agreement with their legal counsel and utilized that opportunity to the extent desired. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one Party.

u. WAIVER. The failure of either Party to enforce at any time, or from time to time, any provision of Agreement shall not be construed as a waiver thereof.

v. AUTHORITY. Each person signing this Agreement on behalf of a Party represents that they have the authority to bind the Party for whom they are signing to this Agreement. By signing this Agreement, Client represents that it is entering this Agreement on behalf of Participating Facilities, and that it has the authority to bind Participating Facilities to the terms of this Agreement. Client Entity and the applicable Participating Facility shall be irrevocably, jointly and severally liable under this Agreement.

w. HEADINGS. The titles of the articles, sections, subsections, paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

x. COUNTERPARTS. This Agreement may be executed in one or more counterparts and transmitted and executed electronically, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

-- SIGNATURE PAGE FOLLOWS --

Supplemental Staffing Provider Agreement
(Education)

AGREED TO AND ACCEPTED BY:

Northwood Academy Charter School		**Aya Healthcare, Inc.**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Supplemental Staffing Provider Agreement
(Education)

ADDENDUM A – TERMS AND CONDITIONS FOR CANDIDATES

1. CANDIDATE RATES & RATE RULES

1.1. **Regular Rates.** Regular rate ranges for certain positions are set forth on Addendum A-1. The exact Regular Rate for a Candidate will be confirmed by work order confirmation or otherwise in writing prior to the Candidate starting work. Regular rates for positions not covered on Addendum A-1 or, where the Parties agree a higher rate for a position listed is appropriate, will be mutually agreed to between the Parties and confirmed by work order confirmation or otherwise in writing prior to the Candidate starting work.

1.2. **Overtime.**

1.2.1. Overtime will be billed at a premium overtime rate of one and one-half times (1.5x) the regular rate.

1.2.2. Overtime is generally defined as hours worked in excess of forty (40) hours in one workweek.

1.3. **Orientation.** Client will provide Candidates with orientation in accordance with all applicable standards and laws, and Client's policies. All time spent by Candidates in Client-provided or required orientation is billable.

1.4. **Mileage.** For Candidates where driving is required to perform their job, Client will reimburse Aya for mileage incurred for the driving. All mileage shall be reimbursed at the IRS Standard Mileage Rate in effect at the time of travel.

2. SCHEDULING AND CANCELLATION POLICIES FOR CANDIDATES

2.1. **Scheduling & Guaranteed Hours.** Candidates will be confirmed for assignments for lengths set forth in a work order confirmation. Each Candidate's schedule will be confirmed in a work order confirmation and Client will guarantee the minimum number of billable hours per each one-week work as scheduled. Client is financially responsible for all weekly scheduled hours in the event of schedule modifications or shift cancellations; provided, however, that Client shall not be billed for hours not worked during any regularly scheduled school closures.

2.2. **Pre-Start Cancellations.** After acceptance of Candidate for assignment by Client, Client may not cancel that assignment within two (2) weeks prior to the assignment start date. If deemed necessary and should Client be unable to provide such two weeks' notice, Aya reserves the right to bill Client for two (2) weeks of service at the regular hourly billing rate. Client shall be responsible for any residual costs or other expenses incurred by Aya, such as housing, travel, disbursements, compliance, screening or other onboarding related costs, and other costs or expenses incurred by Aya as a result of such cancellation.

2.3. **Post-Start Cancellations.** Client shall provide sixty (60) days written notice of any cancellation of an assignment for reasons other than Candidate's inability to perform essential functions of the job unless otherwise agreed upon by the Parties. Should Client be unable to provide such sixty (60) days cancellation notice, Aya reserves the right to bill Client for sixty (60) days of service at the regular hourly billing rate. In the event of a cancellation, including, without limitation, cancellations with proper notice, Client shall be responsible for any housing, travel, and other costs or expenses incurred by Aya as a result of such cancellation, and any other fixed costs, expenses and disbursements (e.g., licensure, exam application, visa, etc.) incurred by Aya with respect to placing such Candidate with Client.

3. CONVERSION/ PLACEMENT FEE STIPULATION.

If Client hires a Candidate for permanent or temporary services within the twelve (12) month period following the later of: (i) the date the Candidate is introduced to Client by Aya; or (ii) the conclusion of the Candidate's assignment with Client, then Client agrees to pay Aya a placement fee equal to the greater of: (i) thirty-five percent (35%) of the Candidate's anticipated annual salary, or (ii) $20,000. Notwithstanding anything to the contrary in this Agreement, this Section shall survive any termination or expiration of this Agreement.

Supplemental Staffing Provider Agreement
(Education)

4. **STATEMENTS OF WORK.** The Parties may agree to additional terms in a Statement of Work covering a position or class of positions. Such terms may include, but will not be limited to reimbursable expenses, cancellation policies and alternative placement fees.

Supplemental Staffing Provider Agreement
(Education)

ADDENDUM A-1

RATE TABLE FOR CANDIDATES

Profession	Regular Hourly Rate
Speech Language Pathologist - (SLP-CCC)	$ 70.00 – 95.00
Speech Language Pathologist - Clinical Fellow (CFY)	$ 60.00 – 85.00
Physical and/or Occupational Therapist	$ 70.00 – 95.00
SLPA, PTA and/or COTA	$ 60.00 – 75.00
Psychologist	$ 80.00 – 105.00
Adaptive Physical Education Teacher	$ 65.00 – 85.00
Applied Behavior Analyst (ABA)	$ 65.00 – 95.00
Assistive Technology Specialist	$ 65.00 – 95.00
Audiologist	$ 100.00 – 120.00
Behavior Intervention Implementer (BII)	$ 50.00 – 65.00
Board Certified Behavior Analyst (BCBA)	$ 70.00 – 95.00
Guidance Counselor	$ 65.00 – 85.00
Life Skills Teacher	$ 60.00 – 80.00
Music Therapist	$ 60.00 – 80.00
Orientation and Mobility Specialist (O&M)	$ 85.00 – 105.00
Paraprofessional/Special Education Aide	$ 40.00 -60.00
Registered Behavior Technician (RBT)	$ 45.00 – 65.00
Resource Teacher	$ 60.00 – 80.00
School Nurse - Certified Nursing Assistant (CNA)	$ 40.00 – 60.00
School Nurse – Registered Nurse (RN, BSN, CSN)	$ 65.00 – 95.00
School Nurse – Licensed Nurse (LVN, LPN)	$ 50.00 – 65.00
Sign Language Interpreter (SLI)	$ 70.00 – 90.00
Social Worker	$ 70.00 – 90.00
Special Education Teacher	$ 65.00 – 95.00
Teacher of the Deaf and Hard of Hearing (TDHH)	$ 65.00 – 95.00
Teacher of the Visually Impaired (TVI)	$ 65.00 – 95.00
Other:	$ 50.00 – 150.00
Other: General Education Teacher	$ 65.00 – 80.00

At any point during the term of this Agreement, rates may be renegotiated and accepted in writing by both Parties.

NORTHWOOD ACADEMY CHARTER SCHOOL
A Learning Sanctuary

COST / BENEFIT ANALYSIS

CBA #: 2022.17 **Date**: 8.30.2021

Budget Category: Operating

Prepared By: Cindy Carey

Request: Personal Care Nurse for Students Requiring Related Service

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Overview of the Project: We currently have four students who have special needs that require a nurse dedicated to their needed services each day. The need for each individual is reflected in each student's 504 Plan or IEP.

Projected Cost: The projected cost for this service for the school days occurring from October 4, 2021 to June 10, 2022 is **$69,241.25.**

Benefits: This is a service required by these students' IEPs or Section 504 Plans. Nurse Storino would not have the ability to meet the criteria of this role due to the time requirement(s) designated. Utilizing the services of a subcontracted staff member also provides the ability to have a level of supervision from an individual with aligned field experience/expertise, ongoing professional development and support, and current knowledge of role specific best practices and knowledge.

Revenue Generating / Cost Savings:
As this role provides a service required by students' IEPs/Section 504 Plans, it prevents us from a denial of FAPE that would incur copious legal fees and compensatory education costs. This figure does not include what could be upwards of $30,000 which would include insurance, taxes, and benefits if Northwood were to hire this role outright.

CEO Approval: **CEO Approval Date:**

Committees to Approve: **Committee Approval Date:**

Board Approval: **Board Approval Date:**

NORTHWOOD ACADEMY CHARTER SCHOOL
A Learning Sanctuary

COST / BENEFIT ANALYSIS

CBA #: 2022.16 **Date**: 8.30.2021

Budget Category: Operating

Prepared By: Cindy Carey

Request: Immediate Funding Request for Personal Care Nurse for Students Requiring Related Service

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Overview of the Project: We currently have four students who have special needs that require a nurse dedicated to their needed services each day. The need for each individual is reflected in each student's 504 Plan or IEP.

Projected Cost: The projected cost for this service for the school days occurring from August 30 to October 1 is **$8,433.75.**

Benefits: This is a service required by these students' IEPs or Section 504 Plans. Nurse Storino would not have the ability to meet the criteria of this role due to the time requirement(s) designated. Utilizing the services of a subcontracted staff member also provides the ability to have a level of supervision from an individual with aligned field experience/expertise, ongoing professional development and support, and current knowledge of role specific best practices and knowledge.

Revenue Generating / Cost Savings:
As this role provides a service required by students' IEPs/Section 504 Plans, it prevents us from a denial of FAPE that would incur copious legal fees and compensatory education costs. This figure does not include what could be upwards of $30,000 which would include insurance, taxes, and benefits if Northwood were to hire this role outright.

CEO Approval: **CEO Approval Date:**

Committees to Approve: **Committee Approval Date:**

Board Approval: **Board Approval Date:**