

ATTACHMENT #5 - October 15, 2024



Work with Purpose. Work with AnthroMed Education.

This is an Agreement (“Agreement”) made as of August 26th, 2024 between AnthroMed Education, which has offices at 30 S Wacker Drive, Suite 1450, Chicago, IL 60606 (called “we,” “us,” and “our” in this Agreement) and Warwick School District which has an administrative location at 30 West Orange Street Lititz, PA 17543 (called “you” and “your” in this Agreement).

1. Statement of Work

You have requested that we supply highly qualified Special Education professionals to you on a temporary basis or for the duration of the school year to supplement your own Special Education staff. We will supply such Special Education professionals to you (“Assigned Employees”) as you may from time-to-time request to work under your direction, control, and supervision. Special Education professionals shall include but not be limited to Assigned Employees with the following job titles: Speech Language Pathologist, School Social Worker, Occupational Therapist, School Psychologist, etc.

2. Duration

This agreement will be for a twelve (12) month term beginning from the execution date at the signature authority below. This agreement shall be renewed automatically for succeeding terms of one (1) year each, unless either party gives written notice to the other at least sixty (60) days prior to the expiration of any term.

3. Scope of Services

Once this Agreement is signed, we will, at your request, send Assigned Employees to work at your premises. For each such Assigned Employees, we will send to you an Assignment Authorization which will serve as an addendum to this contract will contain the hourly billing rates that we have agreed to accept and that you have agreed to pay. Exhibit A is a sample of such a job order. In the absence of such a letter, you nonetheless agree to pay us for the value of the services provided.

We are responsible for assigning to you workers with the skills and abilities you specify. We are not your legal partner, co-venturer, principal, agent, insurer, or representative. You are solely responsible for meeting your goals for profits, costs, production, and scheduling. Assigned Employees have no authority to bind us legally.

4. Assigned Employees

We will pay the wages of the Assigned Employees, and we will be responsible for withholding all income and Social Security taxes from their wages and for paying workers’ compensation insurance premiums, state and federal unemployment insurance taxes, and the employer’s share of Social Security taxes on their behalf.

5. Direction and Supervision

We are supplying the Assigned Employees to you to supplement your own work force. You will direct and supervise the Assigned Employees on the job. We are not supplying persons to supervise or oversee the Assigned Employees during their assignment to you unless otherwise agreed to in writing.

6. Guarantee

You have the right to end the assignment For Cause of any AnthroMed Assigned Employees we send to you if performance is deemed unacceptable, is properly documented, the employee has violated school district employment policies, and with the prior written approval of your AnthroMed representative prior to the termination of the Assigned Employee. Furthermore, if you become dissatisfied with the performance of any of the Assigned Employees during the first workday of their assignment to you, you may cancel their assignment by calling us within that time frame and telling us

that you are dissatisfied. We will not bill you for the time spent by an Assigned Employees whose assignment has been ended in this way. However, if you keep an Assigned Employees on assignment for longer than the first workday, it is agreed that the Assigned Employees performance is deemed to be satisfactory, and you will pay the entire bill for such Assigned Employees when it is rendered. If we remove any Assigned Employees from an assignment at your direction, we may refuse to assign replacement workers or assign other workers if in our judgment such action is legally required or advisable.

7. Our Responsibilities

In general, with regard to the Assigned Employees assigned to you by us under this Agreement, our responsibilities include the following:

- Maintaining personnel and payroll records
- Calculating and paying wages
- Withholding and remitting payroll taxes and other government-mandated charges
- Hiring, assigning, reassigning, counseling, disciplining, and discharging
- Handling employee work-related claims and complaints

Prior to beginning their assignments, Assigned Employees will be asked to acknowledge that they have no right to participate in your employee benefit plans, fringe benefit plans, or personnel policies and will be asked to waive claims that they otherwise might have or accrue with respect to same. The Assigned Employee(s) are provided to augment your existing staff and or school's capabilities.

8. Disclaimer of Liability

We expressly disclaim liability for any claim, loss, or liability of any kind resulting from

- a. Your failure to adequately supervise or control Assigned Employees or safeguard your premises, processes, or systems; or without our express prior written approval, entrusting Assigned Employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables.
- b. Your requesting or permitting Assigned Employees to use any vehicle, regardless of ownership, in connection with the performance of services for you unless we have given our prior approval in writing.
- c. Claims by Assigned Employees for benefits, compensation, damages, contributions, or penalties under any employee benefit plans sponsored and maintained by you, whether or not your plans exclude Assigned Employees from coverage.
- d. Promises of increased compensation or benefits made by you to Assigned Employees.
- e. Claims by any person relating to your product or service.
- f. Your assigning Assigned Employees to duties different from their original duties or your making substantial changes to Assigned Employees job duties or risks without our prior written approval.
- g. Claims by any person based on allegations that your business activities damaged the environment.
- h. The conduct of your officers, employees, and agents.
- i. Failure by you to provide Assigned Employees with a safe work site or to provide information, training, and safety equipment related to any hazardous substances or conditions to which they may be exposed at the work site, whether or not required by law.
- j. Claims for special, indirect, consequential, punitive, or lost profit damages.
- k. A violation or breach by you of any law, statute, or regulation.
- l. Property damage or personal injury, including death, arising out of or resulting from acts or omissions of the Assigned Employees.

9. Indemnification

Each party will, except to the extent disclaimed in this Agreement, indemnify, and hold the other party harmless from and against all costs and expenses, including reasonable attorney's fees and the reasonable costs of investigation from

- a. Claims for personal injury or property damage to the extent caused by an indemnified party's negligence in the performance of its obligations under this Agreement.
- b. Claims for bodily injury to the extent covered by the indemnifying party's workers' compensation insurance.
- c. A breach of the indemnifying party's obligations under this Agreement

10. Billing, Payment, and Timesheets

We will send you a bill, each week, for all hours worked by the Assigned Employees since our previous billing, plus charges for any other properly billable items. These invoices are due to AnthroMed Education and payable by you in net forty-five (45) days.

Because invoices are principally based on the number of hours worked by the Assigned Employees, and capped at 40 hours per week, we require each Assigned Employees to submit a weekly record of hours worked during that week. This record is maintained on a timesheet that is certified by the Assigned Employees as being accurate. Your representative will also have the opportunity to review and approve the Assigned Employees' timesheets to verify that the Assigned Employee has worked, for you, the hours listed on the timesheets. Timesheets will be presumed to be accurate, and you agree to pay for the time indicated and to abide by the other terms contained on the timesheets.

Late Payment: You agree to pay all invoices for services performed by AnthroMed in net forty-five (45) days upon receipt of invoice. You agree to pay interest on any unpaid balances after sixty (60) days from the date of receipt at the compounded rate of .50% per month. You agree to reimburse AnthroMed Education for all reasonable costs of collection, including attorney fees.

11. Inclement Weather

Mother nature sometimes is not our friend. You agree to allow us to bill at a reduced daily rate of 50% of the agreed upon bill rate should your school be closed for a period of time exceeding three (3) work days. As an option, the school can elect to allow Assigned Employee to work on IEP's, written work, goal writing, and other related work that can be completed from a remote location should an inclement weather event occur. Inclement Weather event can be defined as a blizzard, tornado, earthquake, heat wave, or any weather-related event that causes the forced and unexpected shut down on the related school and/or school district.

12. Disaster or Act of God

Sometimes, circumstances of this life and world are beyond our control. In very rare circumstances, we could possibly experience school closures in which the AnthroMed Education Assigned Employee is not able to work remotely during a school closure. In the event of an Act of God or Disaster situation where there is a school closure, you agree to allow AnthroMed Education to bill at 35 hours per week at the "break even rate" of pay for the AnthroMed Education Assigned Employee for the duration of the assignment. In a Disaster or Act of God situation in which schools are shut down either temporarily or permanently, this clause exists to protect the AnthroMed Employee and contracted school staff. In a Disaster or Act of God situation, AnthroMed Education agrees to reduce the Bill Rate down to the "break even" level and will not charge a mark-up in bill rate, charge excessive fees, or hidden fees of any kind from which to profit. If there are days off previously agreed upon in the school calendar (holidays, spring break, etc.) AnthroMed Education will not bill you during these times. As soon as the Disaster or Act of God situation has concluded, and normal school hours are back in session, the Bill Rate and all fees will revert to the previously agreed upon Bill Rate and fees as outlined in the Assignment Confirmation for the given Assigned Employee(s).

13. Confidentiality

You agree to keep the terms of the contract, including bill rates, all fees, guarantees, and covenants in this Agreement confidential. You agree to treat this information as confidential and will not disclose it to any third person, including but not limited to the Assigned Employees.

We recognize that the Assigned Employees to your premises may have access to certain information that you consider to be proprietary and confidential, and designate as such. We will require each Assigned Employee to agree to treat this information as confidential and not to disclose it to any third person.

Proprietary and/or confidential information does not include any of the following:

- a. Information that, at the time of disclosure, is generally available to the public.
- b. Information that, after disclosure, becomes generally available to the public by publication or otherwise.
- c. Information that was in the Assigned Employees' possession prior to disclosure and that was not acquired directly or indirectly from you.
- d. Information that we or the Assigned Employee received after the time of disclosure from a third party that did not impose an obligation of confidentiality and did not acquire any such information directly or indirectly from you.
- e. Information as may be authorized by you to be disclosed.

14. Termination of this Agreement

Once this Agreement has been executed, you and we have agreed that either you or we can terminate it by giving sixty (60) days' written notice of such termination to the other. Also, you and we have agreed that either you or we will have the option to terminate this Agreement immediately if the other materially breaches any of its provisions. You will remain liable to pay any unpaid charges, and the provisions of Paragraphs 6, 7, 8, 10, 11, 12, 13, 18, 19, and 20 of this agreement will remain in effect notwithstanding termination.

15. FERPA / HIPPA

We recognize that the Assigned Employees will have access to protected health information. You agree to limit the access of such information to the purposes necessary to perform the Assigned Employees' assigned duties under this agreement.

16. Insurance and Liability

During the term of this Agreement, we will maintain the following insurance coverages listed below. Additionally, commencing on the effective date and throughout the term of this Agreement, you shall maintain the required insurance coverages for your school district, including but not limited to Public School Liability, Student Accident Coverage, School Board Legal Liability, Cyber Coverage, General Liability, Professional Liability, Workers Compensation, etc. and name AnthroMed LLC (DBA: AnthroMed Education) as an additionally insured on your policies throughout the term of this agreement, and furnish upon request evidence thereof in the form of a certificate of insurance.

Type	Coverage Limits
a. Standard worker's compensation	Statutory
b. Staffing Industry Professional Liability	\$1,000,000 / \$2,000,000
c. Staffing Industry General Liability	\$1,000,000 / \$2,000,000
d. Employee Benefits Liability Coverage	\$1,000,000 / \$2,000,000
e. Hired and/or Non-owned Auto Liability	\$1,000,000
f. Cyber Privacy Network Security Liability	\$1,000,000
g. Sexual Abuse / Molestation Liability	\$1,000,000

17. Solicitation of Assigned Employees and Candidate Referrals

As a professional courtesy, we kindly request that if you wish to solicit and/or extend an offer of employment to an AnthroMed Education employee that you request approval, in writing, from the management team at AnthroMed prior to engaging our employees in conversation about employment with your schools.

During the term of this Agreement and for 365 days after its termination or termination of an individual Assigned Employees' assignment, whichever is later, you agree not to directly or indirectly solicit, retain, or hire as an employee or independent contractor any of our Assigned Employees. An exception to this prohibition may be agreed to only in writing by both parties. You shall be obligated to pay the solicitation fee whenever a candidate referred by us is hired, directly or indirectly, for any position with your school district, as an employee, consultant, or independent contractor by your

school. The solicitation fee shall apply to all candidates referred by us and be deemed earned upon the candidate or employees' formal acceptance, in writing, of your employment agreement.

If you violate this paragraph and/or choose to hire an AnthroMed LLC employee onto your staff, then you shall pay to us a fee in accordance with the following fee schedule.

Fee Schedule by Position Type

- Speech-Language Pathologist = \$27,287.22
- School Social Worker = \$26,263.41
- Special Education Teacher = \$22,229.10
- Related Services | Other (OT, PT, Nurse, etc.) = \$26,002.85

Invoice for the direct-hire conversion shall be due in net 30 days from the date of formal offer acceptance by AnthroMed employee or Candidate referred to you of your offer of employment with the school and/or district. Additionally, such fee will be earned by us and owed by you if a candidate referred by us, but not used by you as an Assigned Employee, is hired or retained either directly or indirectly by your company (school) or affiliates, or by a third party as a result of your referral of our candidate to such third party.

18. Non-Solicitation of AnthroMed Employees

You acknowledge that AnthroMed Education has invested considerable amounts of time and money in recruiting, training, and developing our staff. Therefore, you agree that you will not knowingly solicit any AnthroMed employees or independent contractors of AnthroMed during the term of this agreement for one year or three hundred and sixty-five (365) days thereafter. This includes AnthroMed Education employees working and assigned to school outside your school district. If AnthroMed learns that you are or have engaged in the solicitation or encouragement of an actively employed AnthroMed employee, you (school district) agree that direct and indirect damages may be assessed and recovered by AnthroMed Education, and AnthroMed shall be entitled to seek an obtain specific performance. You agree that if an AnthroMed Education staff member proactively contacts you or submits an application for an open position in your school district that proceeding with the application and soliciting or encouraging the AnthroMed employee is a violation of the terms of this agreement and foregoing prohibition.

19. Equal Employment Opportunity

It is our policy to provide employment, training, compensation, promotion, and other conditions of employment without regard to race, color, religion, national origin, sex, marital or veteran status, age, disability, or another protected category. We will follow this policy in providing persons to you under this Agreement. You agree to comply with your legal obligations in this regard.

20. Right-to-Know Laws

Except as provided in the next paragraph, you represent that those persons who we will send to work at your premises will not be exposed to any hazardous chemicals (as defined by the Occupational Safety and Health Administration Hazard Communication Standards or any applicable state or local right-to-know law) under normal operating conditions or during any foreseeable emergencies.

If this situation is not currently the case, or if it changes in the future, you agree to give us immediate written notification so that you and we may take any appropriate precautions required by the OSHA Hazard Communication Standards or any applicable state or local right-to-know law.

21. Waiver

The failure of either you or us to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

22. Amendment

This Agreement may be amended only by a written agreement between you and us that expressly amends, terminates, or supersedes this Agreement.

23. Validity of Terms

If any term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions of this Agreement shall not be affected thereby.

24. Entire Agreement

This Agreement constitutes the entire agreement between you and us, and no other understanding, including any purchase order, that modifies the terms hereof shall be binding unless made in writing and signed by authorized representatives of both you and us.

25. Choice of Law

This Agreement shall be construed in accordance with the laws of the state or commonwealth of Illinois without reference to choice of law principles.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written (pages 1-6).

Warwick School District

AnthroMed LLC (DBA: AnthroMed Education)

Signature

Signature

Title

Title

Date

Date