

ApproSUPPLEMENTAL STAFFING AGREEMENT

THIS SUPPLEMENTAL STAFFING AGREEMENT (the “**Agreement**”) is entered into this 5th day of May 2026, between Geneva Community Unit School District 304 with its physical location at 227 N. Fourth Street, Geneva, IL 60134, (“**Client**”) and AB Staffing Solutions, LLC an Arizona limited liability company, with its principal office located at 3451 S. Mercy Road Gilbert, Arizona 85297 (“**ABSS**”) (each a “**Party**” and collectively the “**Parties**”).

RECITALS

- A. Client operates a school and/or a facility that provides education for children in preschool through early adulthood.
- B. ABSS is a temporary staffing company in the business of recruiting qualified personnel and providing supplemental educational staffing services to schools and/or facilities that provide education for children in preschool through early adulthood
- C. Client desires ABSS to provide, when requested and on a non-exclusive basis, competent and qualified supplemental staffing for the time periods requested by Client (the “Assignment”).

THEREFORE, the Parties agree as follows:

AGREEMENT

1. **Requests for Staff; Qualifications.** Upon request by Client, ABSS will use its best efforts to recruit, interview, screen and assign competent and qualified temporary supplemental personnel, whether employees or independent contractors of ABSS (individually and collectively “**Staff**”) to Client to meet Client’s supplemental staffing needs. All Staff supplied by ABSS shall be appropriately screened by ABSS in accordance with policies and procedures consistent with the then current published standards of The Joint Commission, (Joint Commission Policy Statement attached as Exhibit A). Such screening will include, without limitation, obtaining pertinent information concerning the past employment, licensure, certification, education and professional skills of Staff. ABSS shall make available all screening information of Staff to Client upon request. Each Staff is subject to approval by Client. The average time required for Staff to report to a facility is 7 days from hire and completion of the appropriate background and credentialing activities.

Staff assigned to Client shall be subject to a background check including, but not necessarily limited to, a criminal history check pursuant to 105 ILCS 5/10-21.9 and a Faith’s Law employment history review pursuant to 105 ILCS 5/22-85.5.

2. **Training; Policies and Procedures; Discipline of Staff.**

2.1 At the outset of any assignment, Client shall orient each Staff to its facility and rules and regulations and shall provide Staff with information about the facility’s policies and procedures, including dress code, physical layout, emergency procedures and equipment. Client shall also confirm Staff’s competency and ability in the proper use of any equipment to be used by such Staff in connection with the assignment.

2.2 Staff shall perform the Services described herein for the benefit of the Client and under the direction of a Client Clinical Manager or other written designee. Staff initially requested for a particular area may be reassigned to other areas by Client after arriving at Client’s facility or at any time while working for Client, subject to Staff’s demonstrated competency, appropriate certifications, credentials and professional qualifications. Staff should be reassigned only to areas of comparable clinical diagnoses and acuities.

2.3 Staff are expected to be regular in attendance and to be punctual. Staff are also expected to remain at work for their entire work schedule, except for meal or break periods, or other authorized reason. If Staff is unable to report for work on any particular day, they must call their supervisor at least one hour in advance of the time the employee is scheduled to begin working for that day (unless it is impossible to do so, in which case the employee must call as soon as possible thereafter). Client agrees to notify ABSS within 24 hours any time Staff does not report to work on any scheduled day. Staff are subject to and shall comply with all Client policies, procedures and regulations in connection with the performance of their duties.

2.4 Client agrees to notify ABSS in writing within 24 hours of any event, competency issue, suspected abuse, theft, tampering or other unexpected incidents, including errors, unanticipated deaths and other events related to the care and services provided by any Staff. Client agrees to notify ABSS in writing whenever an incident/injury report related to Staff is completed. ABSS will document and track all incidents, injuries and unexpected events. Staff assigned by ABSS to Client under this Agreement are employees of ABSS or, in some cases, independent contractors, and are not employees, contractors or agents of Client.

2.5 If Client concludes that any Staff assigned to Client by ABSS is not performing such Staff's duties in a satisfactory manner or that such Staff is otherwise failing to satisfy the criteria for qualified Staff, such Staff shall not be permitted to continue working for Client. Under such circumstances, Client may immediately terminate Staff's assignment and ask such Staff to immediately leave Client's property. Client shall immediately inform ABSS in writing of any such action. ABSS will be paid for the actual hours worked by such Staff prior to dismissal. Client shall cooperate in an evaluation of Staff relative to such Staff's ability to perform specific job functions and responsibilities upon completion of any assignment. In the event of such removal of Staff by Client, ABSS promptly shall provide a suitable qualified replacement Staff.

2.6 If Client has any reasonable suspicion that Staff may be affected by or under the influence of illegal drugs or alcohol, the Staff will be asked to undergo a laboratory test to determine the presence of illegal drug. Refusal to take the test will subject Staff to immediate termination. The Client or ABSS shall arrange for the drug and/or alcohol screening. Under no circumstances will Staff be allowed to drive himself or herself to the testing facility. The Client or ABSS must arrange for transportation for the employee to be transported to the drug screening facility and then home. If Staff has a confirmed positive result and does not provide a legitimate medical explanation, Staff will be immediately terminated. If Staff has a negative result, ABSS and Client will discuss any necessary corrective action needed to be taken and next steps with Staff.

2.7 ABSS acknowledges that certain records and information regarding students are confidential, and subject to protection against disclosure in accordance with state and federal law, including but not limited to the Illinois School Student Records Act and the Family Educational Rights and Privacy Act ("FERPA"). ABSS and Staff shall comply with these laws, and any other applicable state or federal laws, with respect to records prepared and maintained relating to the services provided by Staff under this Agreement.

2.8 Client retains full authority and responsibility for each of its students ABSS shall ensure that services provided by Staff under this agreement are furnished in a safe and effective manner and in accordance with applicable laws, standards of care and any applicable IEPs or 504 Plans created by Client.

3. Fees; Invoicing; Payment Terms.

3.1 All-inclusive hourly rates, representing the entire rate to be charged to Client for Staff provided by ABSS, are set forth on the attached **Schedule A – Rate Schedule**. The Rate Schedule is

not subject to adjustment unless agreed upon by both Parties in writing. Pricing is subject to renegotiation when either Party initiates negotiations; however, during such negotiations, the most recent Rate Schedule shall remain in effect until a new structure is agreed upon in writing.

3.2 ABSS will invoice Client on a weekly basis for the Services provided under this Agreement. Invoices shall be remitted to Client by email to jperozek@geneva304.org which mode of transmission and/or address may be changed by Client upon written notice pursuant to Section 9.

3.3 Invoices will be supported by the pertinent time sheets documenting time worked by the assigned Staff. Client's signature or other agreed method of approval of the time sheets submitted for assigned Staff certifies that the documented hours are correct and authorizes ABSS to bill Client for those hours.

3.4 All invoices shall be serially numbered and shall contain the following information: (i) Staff's name, (ii) Date worked, (iii) Total hours worked, (iv) Hourly rate, (v) Total charge, (vi) Overtime identified, and (vii) Additional charges identified,.

3.5 Payments shall be made in accordance with the Illinois Local Governmental Prompt Payment Act (the "ILGPA"). All payments shall be in U.S. Dollars. Invoices that are not paid within the time required by the ILGPA will be considered Past Due and will be subject to interest from the date of such invoice at a rate equal to the lesser of 10% per annum or the maximum amount allowed by law. Client also agrees that ABSS may discontinue an assignment at any time, in its sole discretion, should Client not timely remit payment based on the terms of payment set forth in this Agreement.

3.6 Except where prohibited by applicable law, Client agrees that in the event any Staff assigned by ABSS to Client becomes employed, in the broadest sense, directly or indirectly, by Client other than pursuant to the terms of this Agreement, (collectively "**Direct Client Employment**"), then Client will pay ABSS a conversion fee ("**Conversion Fee**") based on the Conversion Fee tables set forth on the attached **Schedule A – Rate Schedule**. Should Staff that Client must pay a Conversion Fee to ABSS pursuant to this Section 3.6 leave voluntarily or be terminated for just cause within the first 90 days of Direct Client Employment, the Conversion Fee(s) shall be refunded on a pro-rata basis. Otherwise, there will be no adjustment in any Conversion Fee. If Client has worksites in multiple states, the laws of the state in which that worksite resides shall determine whether Client shall be required to pay Conversion Fees.

3.7 ABSS agrees that it (i) is responsible for providing any wages or other benefits to its Staff providing services under the Contract; (ii) will make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to said Staff, including any and all required contributions to the Illinois Teacher's Retirement System ("TRS") and/or Illinois Municipal Retirement Fund ("IMRF") mandated by Illinois law; (iii) will provide workers' compensation insurance coverage for its Staff; (iv) will make all appropriate unemployment tax payments with respect to its Staff; and (v) will take any additional actions legally required to establish that the Staff whose services are provided under this Agreement are employees or contractors of ABSS. In the event it is determined by any agency or court of competent jurisdiction that ABSS's Staff are employees of the Client, ABSS shall indemnify the Client for and against any all amounts due as a result of such determination, including but not necessarily limited to any and all taxes, insurance (including unemployment insurance and health insurance), and/or pension/retirement fund contributions.

- 4. ABSS Insurance.** ABSS shall purchase and maintain during the duration of this Agreement the following insurance coverages:

- 4.1** Workers' compensation and employer's liability insurance covering ABSS's legal and statutory obligations for damages due to bodily injury either by accident or disease, occurring to any ABSS employee in connection with their employment.
- 4.2** Unemployment insurance as required by law for all employees.
- 4.3** General liability insurance covering ABSS Staff, employees, contractors and agents for bodily injury, personal injury or property damage claims arising out of or relating to the activities of ABSS. Minimum limits of liability for the above coverage shall be \$1,000,000 per occurrence and \$3,000,000 annual aggregate for bodily injury and property damage.
- 4.4** Professional liability insurance covering ABSS Staff, employees, contractors and agents. Minimum limits of liability shall be \$1,000,000 per incident and \$3,000,000 annual aggregate.
- 4.5** Upon Client's request, ABSS will provide Client with certificates of insurance as evidence that all coverage required under this Agreement have been obtained and are in full force and effect.
- 5. Cooperation.** The Parties agree to cooperate fully and to provide assistance to the other Party in the investigation and resolution of any complaints, claims, actions or proceedings that may be brought by or that may involve any ABSS Staff.
- 6. Representations.**
- 6.1** ABSS represent that it does not unlawfully discriminate against its Staff, employees, contractors, or agents and that it fully complies with all applicable local, state and federal anti-discrimination and employment related regulations and laws.
- 6.2** ABSS represents and warrants that ABSS has not been excluded from any Federal healthcare program. ABSS verifies that is has not been nor is it presently excluded or subject to sanctions by any regulatory or governmental agencies. ABSS also represents and warrants that all Staff (a) are not Excluded Individuals or Entities, and (b) have been screened for exclusion status under the OIG List and the GSA List.
- 7. Term and Termination.** This Agreement may be terminated by either Party, for any reason, upon providing written notice to the other Party as set forth in Section 9, with such termination to be deemed effective the earlier of (a) thirty (30) days following such written notice or (b) the end of the last assignment of Staff placed with Client by ABSS. In the event Client terminates this Agreement upon less than thirty (30) days prior written notice to ABSS, Client shall pay to ABSS, as agreed upon liquidated damages, an amount equal to \$20/hour for all positions, and \$40/hour for physician positions, for each hour that such Staff would have otherwise worked under the assignment with Client through the thirty (30) day required notice period, together with any out of pocket expenses incurred, but not yet recovered, by ABSS in the placement of such Staff with Client.
- 8. Survival of Certain Obligations.** Termination of this Agreement shall not affect any obligation of either Party which has occurred prior to such termination. Provisions of this Agreement, which by their terms extend beyond the termination or non-renewal of this Agreement will remain effective after termination or non-renewal of this Agreement.
- 9. Notices.** All notices required or permitted to be given under this Agreement must be (a) in writing and (b) sent to the Parties at their addresses set forth below, and will be effective (i) on delivery, if delivered personally (including by messenger, telephone facsimile or overnight courier), or (ii) three (3) calendar

days after mailing, by registered or certified mail, return receipt requested, postage prepaid, if given by mail:

If to ABSS: AB Staffing Solutions, LLC
Attn: Legal Department
3451 S. Mercy Rd.
Gilbert, AZ 85297
legal@abstaffing.com

With copies to: John White
jwhite@abstaffing.com
(888) 515-3900 Ext 883

If to Client: Geneva Community Unit School District 304
Attn: Anne Scalia, Executive Director of Student Services
227 N. Fourth Street
Geneva, IL 60134
Ascalia@geneva304.org
630-463-3000

Any Party may change its address by notice given under this Section 9.

10. Indemnification. It is understood and agreed that ABSS shall not become a Business Associate of Client for purposes of HIPAA compliance in recognition of the fact that ABSS has no control over or direct access to any Protected Health Information. ABSS is performing the Services hereunder per the terms of this Agreement and is not a partner or joint venturer of the Client. Nothing contained in this Agreement is intended, nor shall it be construed, to create any responsibility on the part of ABSS for any liability, including, but not limited to claims for damages, losses, costs, expenses or damages arising from or relating to: (a) any negligent or intentional acts or omissions of Client, its employees, contractors or agents, excluding Staff provided by ABSS, or (b) any negligent or intentional acts or omissions of Staff, employees, contractors or agents of ABSS in circumstances where the act or omission giving rise to a potential claim occurred at the explicit direction of Client or its employees, contractors, or agents. Client agrees to indemnify, defend and hold ABSS and its Staff, employees, contractors, agents and/or other representatives harmless for, from and against any and all claims, demands, causes of action, losses, damages, costs, and expenses, including reasonable attorney's fees, arising from or relating in any manner, directly or indirectly, to any of the foregoing circumstances.

ABSS agrees, at its own expense, to indemnify, defend, and hold harmless the Client and its Board of Education, individually and collectively, directors, officers, administrators, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to bodily injury (including death) or any real or tangible property loss or damage as a direct result of Staff's negligent acts or omissions in the performance of services under this Agreement.

11. Miscellaneous.

- 11.1 **Binding Effect.** Except as otherwise agreed, this Agreement is personal to the Parties. No Party will have the right or power to assign any of its rights or obligations, and any attempted assignment, at the option of the non-assigning Party, will be void. Subject to the foregoing, this Agreement and all of its terms will be binding upon and inure to the benefit of the Parties, their respective heirs, personal representatives, successors and assigns.
- 11.2 **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties as to its subject matter, and is subject to no promise, warranty or representation not expressly set forth.
- 11.3 **No Third-Party Beneficiaries.** Except as specifically set forth in this Agreement, no person or entity other than the Parties is an intended beneficiary of this Agreement.
- 11.4 **No Oral Modifications.** This Agreement may not be modified except by a writing signed by both Parties.
- 11.5 **Governing Law; Venue; Waiver of Jury.** This Agreement shall be construed, interpreted, governed and enforced in accordance with the laws of the State of Illinois. Any suit to enforce this Agreement or to assert any right or remedy under this Agreement shall be brought only in the Circuit Court of Kane County, Illinois or the United States District Court for the Northern District of Illinois, which shall be the exclusive venues for, and which Courts shall have exclusive jurisdiction with respect to, any such suit. The Parties hereto intentionally and knowingly waive their right to have any dispute or cause of action arising from or in any manner relating to this Agreement tried before a jury.
- 11.6 **Captions.** Captions and paragraph headings used in this Agreement are for convenience only, are not a part of this Agreement, and do not limit or alter any of its provisions.
- 11.7 **Execution; Counterparts.** This Agreement will not be binding on any Party until it is executed by all Parties. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and any Party may execute this Agreement by signing any such counterpart. The signature of a Party on a faxed or electronically transmitted document shall be considered, for all purposes, an original signature.
- 11.8 **Confidentiality.** Each Party acknowledges that information regarding the other Party and its business operations, including, but not limited to, procedures, policies, programs, billing codes and system, reimbursement schedules, contracts, business plans and such other business records as either Party may provide to the other are proprietary and confidential. Each Party agrees to hold such information in strict confidence and not to disclose or make available such information to any third party, except as required by law. This provision shall survive termination of this Agreement.

Client: Geneva Community Unit School District 304

AB Staffing Solutions, LLC

By: Anne Scalia, Executive Director of Student Services _____
 Name of Client Rep, Position

By:  _____
 Sam Shelton, CSO

Anne Scalia

Date: 5/21/2026

Date: 5/21/26

SCHEDULE A – RATE SCHEDULE

Specialty	All-inclusive Regular Hourly Rate
1:1 Nurse (RN)	\$65-\$85

1. **Overtime:** Shall be charged for weekly overtime as determined per applicable governing state law.
2. **Holidays:** Work performed on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day will be invoiced at a premium Holiday rate of one and one-half (1.5) times the regular hourly rate. Holidays begin 7:00 PM the night before the holiday, and end at 7:00 AM the day after the holiday.
3. **Mileage:** when Staff is authorized to use a personal vehicle in the performance of Staff’s duties, the mileage will be billed pursuant to the Federal mileage reimbursement rate.
4. **Missed Meal Periods:** For worksites in California, any Staff employed by ABSS who misses a meal period is entitled to an additional hour of pay at the regular rate of pay for each missed meal period. Client agrees to monitor Staff meal periods and that it is responsible for and will be invoiced for any additional payments resulting from a missed meal period.
5. **Conversion Fees.** Except where prohibited by applicable law, the following Conversion Fees apply to Direct Client Employment, as defined in Section 3.6 of the Agreement. If Client has worksites in multiple states, the laws of the state in which that worksite resides shall determine whether Client shall be required to pay Conversion Fees.

All Services

Conversion Rate - % of First Year Earnings pursuant to Direct Client Employment	Straight Time Hours Worked and Billed to Client by ABSS Prior to Direct Client Employment
25%	Introduction – 1500 hours
0%	1501 + hours

EXHIBIT A

Joint Commission Policy Statement

ABSS is committed to providing a higher standard of service and to the delivery of safe, quality patient care. ABSS complies with the Joint Commission's Standards for Healthcare Staffing Services. As our Client, you can have confidence that the processes within ABSS support that the supplemental staff working in your organization have met the requirements established by the Joint Commission. To assure compliance with the Joint Commission Standards for Healthcare Staffing Services, ABSS provides the customer a written description of the following service features.

1. Subcontractors. ABSS will not engage subcontractors to provide Assigned Providers unless agreed to in advance by the Client.
2. Floating. Assigned Providers may only be placed in assignments that match the job description for which ABSS assigns them; if an Assigned Provider is asked to float to another department with the Client, the department must be a like department or unit and the float provider must have demonstrated previous competency and have the appropriate certifications, credentials for that department/unit. Assigned Providers should only be floated to areas of comparable clinical diagnoses and acuities.
3. Competency Review. It is the responsibility of ABSS to conduct and finalize the pre-employment assessment of the Assigned Provider's competence based on the techniques, procedures, technology and skills needed to provide care, treatment and services to the populations served by the Client upon completion of ABSS orientation.

It shall be the responsibility of the Client to cooperate in a review or evaluation of each Assigned Provider, relative to the provider's ability to perform specific job functions upon completion of provider's assignment or shift. ABSS relies on the Client's feedback in order to accurately assess and re-assess the competence of the Assigned Provider on an ongoing basis based on the Client's report of clinical performance.

4. Orientation of Providers. ABSS will provide all new providers with an orientation to the company's policies and procedures. It shall be the responsibility of Client to orient assigned providers to the facility and its rules and regulations and to acquaint them with the facility policies and procedures, including dress code, physical layout and equipment and to validate competency and ability of Assigned Provider to properly use equipment.
5. Providers and Independent Contractors. As the provider of staffing services, ABSS will be the employer of Assigned Providers and shall not by reason of their temporary assignment with the Client through ABSS become providers of the Client. At its sole discretion ABSS reserves the right to utilize independent contractors in addition to its providers, to assist in the provision of all agreed upon Healthcare Supplemental Staffing services.
6. Incident, Error, Tracking System. Upon notification of Incidents and or Errors, ABSS shall document and track all unexpected incidents, including errors, sentinel events and other events, such as injuries and safety hazards related to the care and services provided, utilizing its data gathering tools. Information gathered tracked and analyzed is to be shared and reported appropriately to Clients, regulatory bodies and the Joint Commission as required.
7. Communicating Occupational Safety Hazards/Events. It shall be the responsibility of the Client to notify ABSS within 24 hours, or as soon as practicable under the circumstances, of the event; any competency issues, incidents, and/or complaints related to the Assigned Provider and/or ABSS Client

agrees to initiate communication with ABSS whenever an incident/injury report related to the Assigned Provider is completed.

8. Requirements for Staff Specified. The requirements of staff sent to the Client by ABSS are to be determined by the Client as part of the written agreement between the two parties. It is ABSS obligation to comply with the requirements of the Client by supplying staff that have the documented competencies, credentials, health screening and experience to satisfy the requirements specified by the Client in order to deliver safe care to the population being served.
9. Conflicts of Interest. ABSS to the best of its ability identifies conflicts of interest. ABSS discloses all conflicts of interest to its clients. ABSS annually reviews its relationships and its healthcare providers' relationships with vendors, clients, competitors and regulatory entities to determine conflicts of interest.

When conflicts of interest arise ABSS discloses this conflict of interest when appropriate to whichever client may be involved or affected. ABSS enforces that internal employees of ABSS are not permitted to maintain additional employment, accept gifts (other than those of nominal value) or to allow payment on their behalf of any travel, living or entertainment expense by any person or organization currently doing business with or seeking to conduct business with ABSS, unless approved by the client involved or potentially involved.

10. Staff Matching Requirements. ABSS shall verify the Assigned Provider's licensure, certification, education and work experience to assure they are competent and possess the skills and experience that match requirements for the assignment. Matching the Assigned Provider's licensure, certification, education and work experience to assure they are competent and possess the skills and experience matching the specified requirements of the assignment may include the use of new grad practitioners upon the request or approval of the Client.

The ABSS office, located in Gilbert, Arizona is open Monday through Friday from the hours of 8:00 a.m. – 5:00 p.m. Our local telephone number is (888) 515-3900. Outside of normal business hours, in the event of an emergency please contact us at (888) 515-3900.

In the event of an emergency, natural disaster or other uncontrollable event, ABSS will continue to provide service to you through our corporate network from a location where phones and computers are functional. ABSS will do everything possible to support you in meeting your needs during crisis situation(s). A copy of our Emergency Management Plan is available upon request.

Our goal is to always provide you with a consistent level of service. If for any reason you are dissatisfied with our service or the service provided by one of our healthcare professionals, we encourage you to contact the local manager to discuss the issue. ABSS has processes in place to resolve Client complaints in an effective and efficient manner. If the resolution does not meet your expectation, we encourage you to call the ABSS corporate office at (888) 515-3900. A corporate representative will work with you to resolve your concern. Any individual or organization that has a concern about the quality and safety of patient care delivered by ABSS healthcare professionals, which has not been addressed by ABSS management, is encouraged to contact the Joint Commission at www.jointcommission.org or by calling the Office of Quality Monitoring at (630) 792-5636. ABSS demonstrates this commitment by taking no retaliatory or disciplinary action against providers when they do report safety or quality of care concerns to the Joint Commission.