ADDENDUM

This is an Addendum to the Agreement between the **Girard School District** (hereinafter referred to as "LEA" for Local Education Agency) and **ESS Northeast, LLC (**the "Company") for the services of Substitute Teachers and Staff:

The parties hereby agree to modify the Agreement as follows, effective November 16, 2026:

1. LEA desires to utilize the managed service provider (MSP) services of Company to centralize and consolidate the management services of its temporary school-based clinical professionals and related services ("Clinical Professionals"). Exhibit A to the Agreement is amended to add Clinical Professionals and rates per the attached Pricing Page.

2. All providers of temporary staffing services of Clinical Professionals ("Staffing Suppliers") inquiring about providing school-based staffing services ("Staffing Services") to LEA will be overseen by Company during the Agreement term. LEA will notify incumbent Staffing Suppliers that were awarded contracts to work with Company to obtain necessary information and documentation from Company and all communication regarding day-to-day activity will be conducted between Company and LEA.

Company will establish a Program Management Team consisting of Company personnel to be LEA's central point for all matters relating to LEA's staffing needs. The MSP Services provided by Company to LEA will generally consist of:

1. Identifying strategic Staffing Suppliers for LEA's educational, healthcare and administrative staffing needs
2. Contracting with Staffing Suppliers
3. Onboarding Clinical Professionals and providing assignment details
4. Coordinating with LEA regarding Staffing Suppliers
5. Verify each Staffing Supplier has uploaded onboarding documentation
6. Maintain accurate and complete statuses
7. Validate submission of electronic time cards

Company agrees to act as LEA's purchasing agent. As LEA's purchasing agent, Company will enter into Staffing Supplier Agreements with Staffing Suppliers to engage such Staffing Suppliers to provide Clinical Professionals who will perform Staffing Services for the benefit of LEA. LEA shall be responsible for the direction and supervision of the Clinical Professionals. LEA shall be responsible for directing the day-to-day activities of the Clinical Professionals and will instruct all Clinical Professionals to direct all complaints related to their assignment to their Staffing Supplier.

Each executed Staffing Supplier Agreement shall contain any reasonable provision specifically required by LEA. Each Staffing Supplier Agreement will acknowledge that the services being provided thereunder by the Staffing Supplier are for the benefit of the LEA and that Company is entering into such Staffing Supplier Agreement as Purchasing Agent for LEA.

All communication regarding day-to-day activity will be conducted between Company and LEA. All requests for staffing services, candidate submissions, and related communications must flow exclusively through Company. The LEA shall not contact the Staffing Supplier directly regarding services except

as expressly authorized by Company in writing.

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

4. Conversion Fees. A Conversion Fee, determined in accordance with the following Table, is payable by Customer if Customer hires a Contract Worker:

Fee 1 – 700 Hours of Service (Based on annual starting base salary)	Fee 701 – 900 Hours of Service (Based on annual starting base salary)	Fee 901 – 1200 Hours of Service (Based on annual starting base salary)	Fee 1201 or greater Hours of Service (Based on annual starting base salary)
20%	15%	10%	No Fee

5. Company may assign its services, rights and duties to Company's legal affiliate, ESS Clinical, Inc.

All other provisions of the Agreement shall remain in full force and effect during the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

Girard School District

By_____
Signature

_____
Name and Title

Date_____

ESS Northeast, LLC

By_____
W. Andrew Hall, Executive V.P.

Date_____

EXHIBIT A
PRICING PAGE

Position	Bill Rate
Special Education Teacher	$82.00/ hour
School Psychologist	$105.00/ hour
School Social Worker	$80.00/ hour
Speech-Language Pathologist (SLP)	$92.00/ hour
Occupational Therapist (OT)	$92.00/ hour
Physical Therapist (PT)	$92.00/ hour
Board Certified Behavior Analyst (BCBA)	$115.00/ hour
Registered Behavior Technician (RBT)	$45.00/ hour
Registered Nurse (RN)	$70.00/ hour
Licensed Practical Nurse (LPN)	$60.00/ hour

Charges will be based on a LEA-approved hourly bill rate at the time an Order is posted via the Company system. Bill rates are subject to change at the time of Order posting based on LEA approval. LEA and ESS reserve the right to add additional modalities if needed and agreed upon. All LEA orders will be submitted through the Company system.