



DIRECT PLACEMENT AGREEMENT

This Agreement is entered into this 7th day of June, 2021, by and between **Millburn CCSD 24**, located at 18550 Millburn Road, Wadsworth, IL 60083, referred to in this Agreement as "CLIENT," and **Maxim Healthcare Staffing Services, Inc.**, including its affiliates and subsidiaries, with an office located at 230 W. Monroe St., Suite 550, Chicago, IL 60606, referred to in this Agreement as "MAXIM."

CLIENT requires the use of an agency to hire additional personnel (hereafter referred to as "EMPLOYEE(s)"). MAXIM is an agency that provides direct placement services and will assign EMPLOYEE(s) to CLIENT for permanent employment.

Therefore, CLIENT and MAXIM agree to the following terms and conditions.

Section 1.1 Direct Placement Fee. If CLIENT hires any EMPLOYEE who has been introduced, interviewed, or provided resumes for by MAXIM, CLIENT agrees to pay MAXIM a direct placement fee equal to fifteen point seven zero (15.70%) of the EMPLOYEE's annualized first year compensation, as specified on Attachment A. CLIENT agrees not to refer any EMPLOYEE who has been introduced to CLIENT by MAXIM, to another party, including but not limited to, any affiliate, department or division of CLIENT. Should CLIENT refer EMPLOYEE to another party, and the party enters into a service relationship with the EMPLOYEE, both CLIENT and party will be responsible for payment of the placement fee.

Section 1.2 Billing. MAXIM will invoice CLIENT at the following address:

**Millburn CCSD 24
18550 Millburn Road
Wadsworth, IL 60083
Attn:Accounts Payable**

Section 1.3 Payment. All amounts are due and payable to MAXIM within seven (7) days from the date of invoice. CLIENT will send payment to the address set forth on the invoice.

Section 1.4 Late Payment. Interest will be applied to any account that is past due at an annual percentage rate not less than eighteen percent (18%) or the maximum rate permitted by applicable law, whichever is less. CLIENT agrees to reimburse MAXIM for all reasonable attorneys' fees, costs, and expenses incurred in connection with the collection of overdue or delinquent accounts or legal actions resulting from breach of the terms of this agreement.

Section 1.5 Guarantee. If hired EMPLOYEE is dismissed for cause, within thirty (30) days of date of hire, MAXIM will replace EMPLOYEE at no additional charge to the CLIENT.

Section 1.6 Indemnity. Once CLIENT hires EMPLOYEE, MAXIM is released from all staffing responsibility, employer obligations, and personnel matters related to EMPLOYEE, including, but not limited to insurance coverage, payment of wages or other forms of compensation, and mandatory state and federal withholdings. CLIENT agrees to indemnify, defend, and hold harmless MAXIM from any liability or claim, arising out of employment with CLIENT.

MAXIM and CLIENT have acknowledged their understanding of and agreement to the mutual promises written above by executing this Agreement. Facsimile and electronic signatures shall also constitute original signatures for the purpose of this Agreement.

MILLBURN CCSD 24:

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

ATTACHMENT A
MAXIM HEALTHCARE STAFFING SERVICES, INC.
DIRECT PLACEMENT FEES FOR
LYNNE SCHAEFER, RN

CLIENT agrees to hire Lynne Schaefer, RN, from MAXIM on August 10, 2021.

As EMPLOYEE's annualized first year salary is \$44,604, the placement fee for EMPLOYEE, which is 15.70% of that annualized salary, is \$7,002.

MILLBURN CCSD 24:

Signature

Printed Name & Title

Date