CritiCare
HOME HEALTH AND NURSING SERVICES

5 Christy Drive, Suite 104 • Chadds Ford, PA 19317 • 610.675.1111 • 800.859.7064 • fax 610.675.1112 • www.criticareplus.com

To our valued school partner,

On behalf of the entire CritiCare team, thank you for the opportunity to serve your school district during the 2024-2025 school year! Our local family owned and operated company continues to be licensed by the Pennsylvania Department of Health as a Skilled Home Health Agency and we are also Medicare and Medicaid certified. As a result, CritiCare is held to the highest standards for providing care and our company and employees are required to follow strict compliance. We work diligently to coordinate care while treating your students, their family members and your faculty and staff members as if they are part of our own family. This is the CritiCare Difference!

CritiCare continues to grow and evolve as a company. We never stop looking for ways to improve and to provide better quality of care. This year we have invested in a nationally recognized training platform that will be utilized by all Registered Nurses, Licensed Practical Nurses, Personal Care Assistants, Registered Behavioral Technicians, and Home Health Aides for enhanced training and education. Our staff members now have access to hundreds of courses, including a special library focused on pediatric patients with complex medical needs as well as intellectual and developmental disabilities. Our training site is live and mandatory course work for our field staff is being implemented now. Our employees are embracing this training and are excited to refresh and enhance their skills!

We hope that you have been delighted with the level of service and quality of care CritiCare has provided this school year! We look forward to earning your business again during the 2025-2026 school year. You will find a new agreement attached for your convenience which includes the additional services that CritiCare has made available to our school partners this school year: **Lunchroom Monitor/Support Staff, Clerical/Library Aide and Teacher's Aide.** As always, if you have any questions or a need for specialized services not listed in the agreement, please contact me directly.

Regards,

Jessica Lesko
Vice-President of Operations & Human Resources
jlesko@criticareplus.com / 610-675-1111 x115
cc: Nancy Hercer

SERVICE AGREEMENT

This SERVICE AGREEMENT is made this 5th day of March 2025, by and between Chadds Ford Alternacare, Inc. (d/b/a CritiCare) a corporation organized under the laws of the Commonwealth of Pennsylvania ("the Company") and Penn Delco School District ("the School District"), a public school district located in the Commonwealth of Pennsylvania. The School District and the Company may each be referred to individually as a "Party" and collectively as "the Parties."

WITNESSETH

WHEREAS, the Company is a home health and nursing agency that provides nursing, personal care attendants, and non-nursing care in home, school, and facility settings for both adults and children, a field with increasing competition; and

WHEREAS, the School District needs the services of licensed Registered Nurses ("RNs"), Licensed Practical Nurses ("LPNs"), Registered Behavior Technicians, ("RBTs"), Personal Care Assistants ("PCAs"), Teacher's Aides ("TA"), Clerical/Library Aides ("CLA"), and/or Lunchroom Monitors/Support Staff ("LMSS") to provide various professional and para-professional services to the students under the care and supervision of the School District and the School District also lacks the experience and/or resources needed to identify, select, hire, train and/or retain such professionals and paraprofessionals; and

WHEREAS, the Company has offered to provide the School District with individuals having the required professional and para-professional skills, qualifications, and specialized training necessary to provide such professional and para-professional services in home and school settings and make available the Company's confidential and proprietary information to do so; and

WHEREAS, the School District desires to receive the Company's specialized services including the services of the Company's employees with training necessary to work in home and school settings and who have had access to the Company's confidential and proprietary information to perform services for the benefit of the School District and the students under the care and supervision of the School District; and

NOW, THEREFORE, for and in consideration of the Company's agreement to provide the School District with its personnel with specialized training and confidential and proprietary information, and the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby forever acknowledged and intending to be legally bound, the Parties hereto agree as follows:

1. The Company and the School District agree that the School District is relying on the Company to employ and provide the School District with individuals with the professional and/or para-professional skills, qualifications, and specialized training necessary and required to work in school settings and with access to the Company's confidential and proprietary information in order for such Registered Nurses

("RNs"), Licensed Practical Nurses ("LPNs"), registered behavior technician (RBTs), personal care assistants (PCAs), Teacher's Aides ("TA"), Clerical/Library Aides ("CLA"), and/or Lunchroom Monitors/Support Staff ("LMSS") to provide the services required by the School District.

2. No employee or servant of the Company shall be or be deemed to be an employee or servant of the School District.

3. The relationship between the Company and the School District shall be one where the Company, including its agents, directors, employees, officers, and servants, is or is deemed to be solely that of an independent contractor.

4. The Company agrees to employ fully qualified, and licensed Registered Nurses, Licensed Practical Nurses, Registered Behavior Technicians, Personal Care Assistants, Teacher's Aides, Clerical/Library Aides, and/or Lunchroom Monitors/Support Staff to deliver the necessary and prescribed professional and/or para-professional services to students identified by the School District as in need of same at school and at those school locations designated by the School District. This paragraph shall not be construed so that this Agreement is deemed to be a requirement contract and all services provided hereunder are contingent upon the availability of the Company's employees and the communication of the needs to the Company in sufficient time for Company to provide the requested personnel.

5. The Company agrees to make available a full range of professional and paraprofessional services typically provided by RNs, LPNs, RBTs, PCAs, TAs, CLAs, and LMSS which may include, but are not limited to, providing substitute school nurses; health room nurse; nurses for field trips (day/overnight/weekend); nurses for transportation to/from school, special needs nursing and personal care; after school/extracurricular activities and nursing services for extended school year programs and summer camps. Such services shall include, but not be limited to, riding with the student on his/her school bus to and from school, field trips, or other arranged outings.

6. Skilled nursing services may include providing nursing care relating to tracheostomy tubes, g-tubes/j-tubes, diabetic care, catheterizations, seizure disorders, nurses for field/camping trips (day or overnight), health screenings, administering medications including flu shots, vaccinations, and other inoculations.

7. It is understood and agreed that neither the Company nor the Company's Employees shall be responsible for providing any medical equipment or supplies, diagnostic equipment, tools or medication or products or goods of any kind (collectively, "Nursing Supplies, Medication and Equipment"). This is a contract for services only. All Nursing Supplies, Medication and Equipment shall be

provided by either the School District or the students for whom such Nursing Supplies, Medication and Equipment are required. The School District shall make available wireless fidelity access (WiFi) to Company Employees assigned to perform services in its locations at no charge to the Company and/or to the Company's Employees.

8. The School District agrees to identify and inform the Company of any special needs of students, students with disabilities or other individuals for whom the Company is requested to provide care and the School District understands and expects that the Company's Employees shall be prepared to take all such action in accordance with reasonable instructions and directives from physicians, the student's Plan of Care or any other nursing action that is or can be deemed to be reasonable, necessary and appropriate to assist the student during the onset of any emergency situation or unexpected sudden medical episode until such episode is fully ameliorated.

9. The Company agrees to communicate with the School District, students, parents, guardians, and physicians as reasonably required by the School District policy and applicable laws and regulations. Similarly, the School District shall make available to the Company contact information for parents, guardians and physicians as well as current information and updates on medical conditions and required care, including Individual Education Plans, Care Plans, and any other information that the School District receives from students, parents, guardians, and physicians applicable to students for whom it is or may be rendering care.

10. The School District agrees to inform the Company of any material changes in the physical or medical condition of students for whom the Company Employees are or may be rendering care; as well as any changes to daily bus schedules or field trips for which the Company Employees are providing services; and any other known matter that could affect or impact the Company Employees' daily involvement, functioning or care with students.

11. The Company will provide the School District with a copy of all background checks required by law for all of the Company's Employees providing services to the School District students prior to the individual Company Employee's initial assignment upon request. Such documents include the Department of Public Welfare Clearance Statement pursuant to Act 151, and any amendments thereto, Criminal Background Check pursuant to Act 34, and any amendments thereto, and Federal Criminal Record Information from the Federal Bureau of Investigation including a Fingerprint Check pursuant to Act 114 and Act 168 and List of Excluded Individuals and Entities exclusions. Pursuant to Acts 24 and 82, the Company shall inform its employees/contractors of their ongoing obligation to report to the Company within 72 hours of any arrest and/or conviction of a Section 111(e) or (f.1) offense. In the event the Company receives such information from a

Company Employee assigned to the School District, the Company will notify the School District.

12. The School District recognizes and agrees that it will be introduced to the Company's Employees, who have been selected, hired, trained, employed, and are familiar with the Company's business practices, trade secrets, and other proprietary information, that the Company has devoted a considerable amount of time, effort, and expense to hiring and training the Company's Employees, that the Company's Employees comprise valuable assets of the Company, and that the School District's direct or indirect hiring or solicitation of the Company's Employees to become employees of either the School District or any other entity providing the same or similar services as the Company would be highly damaging to the Company's business. Accordingly,

    a. It is an express condition of this Agreement that the School District will not during the Term of this Agreement and for a period of twelve (12) months following termination of this Agreement for any reason, directly or indirectly[1] hire and/or employ the Company's Employees who are presently or have within the preceding twelve (12) months worked at any school or facility within the School District.

    b. The School District agrees that for a period of twelve (12) months following termination of this Agreement for any reason, the School District will not directly or indirectly solicit or cause others to solicit, either directly or indirectly, any Company Employee who has provided services to the School District to become an employee, independent contractor, or service provider of the School District.

    c. The School District understands and agrees that the services provided by the Company are necessarily of a special, unique, and extraordinary nature and that the loss arising from a breach of the terms of this paragraph cannot reasonably and adequately be compensated by money damages, as such breach will cause irreparable harm to the Company. Accordingly, if this provision is violated by the School District or its successors and assigns, the School District agrees that the Company will be entitled to an injunction in a court of law or equity without the necessity of posting any bond in cash or otherwise.

[1] Indirectly hiring the Company's employees includes but is not limited to obtaining services from the Company's employees through an agency or entity other than the Company, including competitors of and entities whose services are the same or substantially similar to the Company.

d. The School District and the Company expressly agree that the court adjudicating enforcement of this provision shall have the power to reduce the duration and or limit the geographical area and/or delete such specific words or phrases which the court shall deem necessary to permit enforcement of such term, provision, or paragraph in restricted form.

e. In the event that the School District wishes to directly employ a Company Employee subject to the terms of this paragraph of the Agreement, the School District will inform the Company in advance of informing that Company Employee of its interest in doing so. The Company, in its sole discretion, may or may not agree to permit the School District to directly employ a Company Employee. In the event that the Company does agree, the School District shall compensate the Company for the loss of its Employee which compensation will reflect the value of services lost to the Company and will be agreed upon through good faith negotiations.

f. It is expressly understood and agreed that any breach of the provisions of this paragraph constitute a material breach of this Agreement.

13. Term of Agreement / Termination. This Agreement shall continue in effect from June 29, 2025, until June 27, 2026, unless extended by agreement of both Parties or sooner terminated by either party by giving the other party advanced notice in writing of at least 30 days. Notwithstanding anything to the contrary herein, either party may terminate this Agreement before the expiration date of the Term on written notice to the other party ("the Defaulting Party") if the Defaulting Party materially breaches this Agreement and does not cure such breach within fifteen (15) days of written notice of breach including, but not limited to, failure to pay any amount when due hereunder.

14. Payment:

a. The School District agrees to a minimum three (3) hours per shift.

b. The School District agrees to give a minimum 3 hours' notice for cancelled shifts. If the School District does not inform the Company of cancellation and a CritiCare employee reports to the assignment, the School District agrees to pay the Company for 3 hours of the CritiCare employee's time.

c. For each hour of professional or paraprofessional nursing services provided by assigned Company Employees, the School District

agrees to pay the Company at the respective Rates of Service enumerated in Appendix A. Unless otherwise agreed, all services performed by assigned Company Employees above three (3) hours will be calculated in fifteen (15) minute increments based on the actual time spent by the Company Employee, with any portion of a fifteen minute increment greater than eight (8) minutes rounded up to the next increment and less than eight minutes rounded down.

d. The Company agrees to invoice the School District no later than 60 days following the delivery of services under this Agreement and the School District likewise agrees to make every effort to remit payment to the Company as soon as possible, preferably within 60 days from the date of invoice for said services. If payment is not received within 60 days from the date of the invoice, a 2% finance charge will be applied based on the invoice total. It is understood and agreed that invoices issued pursuant to this paragraph will be transmitted electronically in a manner specified by the School District by providing notice of same pursuant to the terms set forth below.

15. Insurance:

a. The Company agrees to maintain professional liability insurance in the minimum amount of $1,000,000.00 (One Million Dollars) for each claim and $3,000,000 (Three Million Dollars) in the aggregate. The Company agrees to maintain Abuse & Molestation liability insurance coverage in the minimum amount of $1,000,000.00 (One Million Dollars) for each claim and $3,000,000 (Three Million Dollars) in the aggregate.

b. The School District agrees to maintain comprehensive general liability insurance in the minimum coverage amount of $1,000,000.00 (One Million Dollars) for each claim and $3,000,000 (Three Million Dollars) in the aggregate.

c. Upon request, the Company shall provide proof of insurance to the School District Program Administrator designated by the School District. Costs of such insurance shall not be included in the contract proposal.

d. The Company will maintain Workers Compensation Insurance as required by statute for all employees, contractors and subcontractors providing services to the School District students.

e. The School District further covenants and agrees that it shall take reasonable steps to insure that all persons or entities providing transportation of any kind relevant to this contract (i.e., both daily transportation and for field trips) for students and the Company Employees shall at all times maintain all insurance required by applicable law and regulation, which, at a minimum shall include comprehensive general liability of not less than One Million Dollars ($1,000,000) per occurrence and Automobile Insurance of not less than Five Million Dollars ($5,000,000) per occurrence.

16. Integration. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any exhibit, schedule, attachment and appendix, the terms and conditions of this Agreement shall supersede and control. No modification of this Agreement shall be binding unless written and signed by the Parties to this Agreement.

17. Governing Law. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

18. Dispute Resolution Mechanism. The Parties shall resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof (each, a "Dispute"), under the provisions of paragraphs 20 through 24. With the exception of disputes arising under paragraph 13 of this Agreement, the procedures set forth in paragraphs 20 through 24 shall be the exclusive mechanism for resolving any Dispute that may arise from time to time and paragraphs 20 through 24 are express conditions precedent to litigation of any Dispute.

19. Negotiations. A party shall send written notice to the other party of any Dispute ("Dispute Notice"). The Parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves, including not fewer than one (1) negotiation session with at least one senior manager with authority to resolve the Dispute present for each party. In the event that such Dispute is not resolved on an informal basis within thirty (30) days after one party delivers the Dispute Notice to the other party ("Escalation to

Mediation Date"), whether the negotiation sessions take place or not, either party may initiate mediation under paragraph 21.

20. Mediation:

a. Subject to subparagraph b., the Parties may, at any time after the Escalation to Mediation Date, agree to and submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. If both Parties agree to mediation, the Parties shall cooperate with one another in selecting a mediation service and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. If both Parties agree to mediation, the Parties covenant that they will use commercially reasonable efforts in participating in the mediation. Neither party is obligated to agree to or engage in Mediation. If selected, the Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the Parties.

b. The Parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

21. Litigation. If the Parties cannot resolve any Dispute for any reason, including, but not limited to, the decision of either party not to enter into mediation or agree to any settlement proposed by the mediator, within thirty (30) days after the Escalation to Mediation Date, either party may file suit in a court of competent jurisdiction in accordance with the provisions of paragraph 23 of this Agreement.

22. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the United States District Court

for the Eastern District of Pennsylvania or, if such court does not have subject matter jurisdiction, the courts of the Commonwealth of Pennsylvania sitting in Chester County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the United States District Court for the Eastern District of Pennsylvania or, if such court does not have subject matter jurisdiction, the courts of the Commonwealth of Pennsylvania sitting in Chester County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

23. Waiver of Jury Trial. Each Party acknowledges that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement.

24. Severability. The provisions of this Agreement shall be deemed independent and severable, and if any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

25. Assignment. This Agreement which involves services to be performed at specific locations, may not be assigned by either party without the prior express written consent of the other party.

26. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

27. Indemnification – Company. The Company agrees to defend, indemnify, and hold harmless the School District, including, without limitation, its agents, directors, officers, employees, invitees, or guests, from and against any and all claims, losses, costs, damages and expenses (including reasonable attorney's fees) arising out of any negligent act(s) or omission(s) of the Company and/or its agents, directors, employees, officers and servants in the performance of any and all nursing and

personal care services provided hereunder as well as the Company's obligations under applicable law to maintain the confidentiality of personal health information of all persons for whom the Company renders care pursuant to this Agreement under HIPAA and other similar laws. The obligations of this paragraph shall survive the termination of the Agreement.

28. Indemnification – School District. Subject to the limitations set forth in the preceding paragraph, the School District agrees to defend, indemnify, and hold harmless the Company, including, without limitation, its agents, directors, officers, employees, invitees, or guests, from and against any and all claims, losses, costs, damages and expenses (including reasonable attorney's fees) arising out of any negligent act(s) or omission(s) of the School District and/or its agents, directors, employees, officers and servants in the performance of any and all duties and services as well as the School District's obligations under applicable law to maintain the confidentiality of personal health information of all persons for whom the Company renders care pursuant to this Agreement under HIPAA and other similar laws. The obligations of this paragraph shall survive the termination of the Agreement.

29. The School District Statutory Immunity. Any other provision of this Agreement to the contrary notwithstanding, the School District, its officers, employees, and agents and the members of the Board of School Directors retain their statutory governmental, official, and other immunity provided to the extent allowed by the laws of the Commonwealth of Pennsylvania including under 42 Pa. C.S.A. §§ 8541 and 8542, et seq. and do not waive the defenses of governmental and official immunity derived from such laws, if applicable. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection or other provisions of this statutory immunity for the School District or for its officers, employees, agents and the members of the board of School Directors.

30. Limitation of Liability. IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE SCHOOL DISTRICT OR TO ANY THIRD PARTY FOR ANY LOSS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER

ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO THE COMPANY PURSUANT TO THIS AGREEMENT IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

31. Notices. All notices, requests, claims, demands, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only on receipt by the receiving Party and if the Party giving the Notice has complied with the requirements of this Section.

To the Company at:

CritiCare
5 Christy Drive, Suite 104
Chadds Ford, PA 19317
Attn: Nancy P. Hercer, President

With a Copy to:

Michael P. Broadhurst, Esquire
Weir LLP
1339 Chestnut Street, 5th Fl
Philadelphia, PA 19107

To the School District at:

_____
_____
_____

School District Billing Contact Information:

Name: Lori Schappelle
Mailing Address: Penn-Delco Administration Building
2821 Concord Road
Aston, PA 19014
Email Address: lschappelle@pdsd.org
Phone Number: 610-497-6300, ext. 1350

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have executed this Agreement the day and year first above written.

ATTEST:

CHADDS FORD ALTERNACARE INC.

_____

By: _____

Date

ATTEST:

SCHOOL DISTRICT

_____

By: _____

Date

APPENDIX A
Rates of Service

June 29, 2025 - June 27, 2026

	Standard Rate per hour	Orientation Rate per hour
Registered Nurse (RN)	**$73.00**	**$45.00**
Licensed Practical Nurse (LPN)	**$65.00**	**$39.00**
Personal Care Assistant (PCA)	**$36.00**	**$20.00**
Registered Behavior Technician (RBT)	**$38.00**	**$22.00**
Teacher's Aide (TA)	**$38.00**	**$22.00**
Clerical/Library Aide (CLA)	**$36.00**	**$20.00**
Lunchroom Monitor/Support Staff (LMSS)	**$36.00**	**$20.00**

Special Fees

Legal Holiday Rate[2]: Time and One Half Pay

Overtime Rate: Time and one half pay for every hour worked over 40 hours

Supplemental Charges and Overtime for After School/Off Site/Extra Curricular Activities: A Supplemental Charge of Ten Dollars ($10) per hour shall be added to the above quoted rates whenever the services to be provided occur after normal operating school hours (i.e., when classes are in session) or when services are rendered in connection with extra-curricular activities, field trips or overnight activities. This Supplemental Charge shall apply without regard to whether or not the Employee works overtime. In the event that the School District requests the services of a specific Company Employee for After School / Off Site / Extracurricular Activities and the assignment of the Company Employee will require that the Company Employee be paid on an Overtime basis, the rate for that Company Employee's services will be the Overtime Rate of time and one half pay. Company will make commercially reasonable efforts to advise the School District in advance that the Overtime Rate will apply.

Travel Expenses: School District shall reimburse CritiCare for all travel expenses at the then applicable mileage rate established by the Internal Revenue Service for agreed upon reimbursable travel, which shall include, but is not limited to, travel when a CritiCare employee is required to perform services at more than one school/location in which case the travel in between service locations only shall be reimbursable.

[2] The Parties recognize the following Legal Holidays along with any other legal holiday recognized by the US government or Commonwealth of Pennsylvania: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving, and Christmas Day.