



VALLEY FORGE
PUBLIC SERVICE ACADEMY
CHARTER SCHOOL

EXHIBIT 11 – Service Agreement with Vertex

BUSINESS SERVICES AGREEMENT

BETWEEN

VALLEY FORGE PUBLIC SERVICE ACADEMY CHARTER SCHOOL

AND

VERTEX EDUCATION-PA



BUSINESS SERVICES AGREEMENT

THIS BUSINESS SERVICES AGREEMENT (this “**Agreement**”) is made as of July 1, 2026 (the “**Effective Date**”) by and between VALLEY FORGE PUBLIC SERVICE ACADEMY CHARTER SCHOOL, a Pennsylvania public charter school (= hereafter, **the CHARTER SCHOOL**), and VERTEX EDUCATION-PA, a Pennsylvania Corporation (hereafter, the PROVIDER).

Background

The CHARTER SCHOOL desires to engage the PROVIDER for the term specified herein to provide business administration services to the CHARTER SCHOOL. The PROVIDER desires to provide business services to the CHARTER SCHOOL.

Terms

In consideration of the premises and the mutual covenants and benefits contained herein, and intending to be legally bound, the CHARTER SCHOOL and the PROVIDER hereby agree as follows:

1. Engagement.

1.1 Engagement of the PROVIDER. The CHARTER SCHOOL hereby engages the PROVIDER to provide the specific duties and services described in Paragraph 3.3 and Exhibit A (scope of work from RFP), to and for the benefit of the CHARTER SCHOOL. The CHARTER SCHOOL hereby authorizes and empowers the PROVIDER to perform all such acts as are necessary or appropriate to affect such duties and services, for and on behalf of the CHARTER SCHOOL. The PROVIDER hereby accepts such engagement, all in accordance with and subject to the terms, conditions, and limitations set forth in this Agreement.

1.2 Relationship of the Parties. The PROVIDER is an independent contractor and the employees, contractors and agents of the PROVIDER shall not be considered employees or agents of the CHARTER SCHOOL. Neither the CHARTER SCHOOL nor any of its employees, contractors or agents shall be deemed to be the servants or employees of the PROVIDER. Nothing contained herein shall create (i) a partnership or joint venture between the PROVIDER and the CHARTER SCHOOL or

(ii) any ownership interest of the PROVIDER in the CHARTER SCHOOL or the CHARTER SCHOOL in the PROVIDER. The PROVIDER is responsible for all taxes that may be imposed in any way with respect to the services that it provides to the CHARTER SCHOOL under this Agreement.

1.3 Primary Representatives of the Parties. Each party shall appoint a representative or representatives ("the CHARTER SCHOOL or PROVIDER **Representative**", as the case may be) who shall be authorized to act on behalf of such party, with whom the other party may consult at all reasonable times, and whose instructions, requests and decisions shall be binding upon such party as to all matters pertaining to this Agreement and the performance of the parties hereunder; *provided, however,* that the approval of the Board of Trustees of the CHARTER SCHOOL (the "**Board**") must be obtained when required by the Articles of Incorporation or Bylaws of the CHARTER SCHOOL. The CHARTER SCHOOL shall provide written notice to the PROVIDER if, during the term of this Agreement, it amends its Articles of Incorporation or Bylaws in a manner which expands the circumstances which require such approval. The initial PROVIDER Representative shall be Kevin Corcoran; kevin.corcoran@vertexeducation.com.

2. Term. This proposed term will start July 1, 2026 and shall end on June 30, 2029; *provided, however,* that the Term shall be subject to earlier termination pursuant to and in accordance with the terms of Section 8. This agreement shall renew for an additional 1 - year term unless written notice of non-renewal is provided by either party by April 30th of the term. The first notice date is April 30th, 2029. The maximum renewal price increase will be capped by the Consumer Price Index (CPI) for the Southern region or the Philadelphia area for the month of May (released in June).

3. Duties of the PROVIDER.

3.1 General. The PROVIDER shall be responsible for providing services as specifically set forth in Paragraph 3.3 and Exhibit A. The PROVIDER's responsibilities shall be limited to providing advice and guidance to the CHARTER SCHOOL and its employees and those services described in Section 3.3 and Exhibit A; *provided, however,* the responsibility for policymaking and the day-to-day operations of the CHARTER SCHOOL and all matters relating to the CHARTER SCHOOL's programs (including, but not

limited to, matters relating to "education," the learning process and learning management) shall be the responsibility of, and shall be conducted under the supervision of, the CHARTER SCHOOL Board and its CEO/School Leader/Principal (the “**CEO**” and together with the Board, the “**Administration**”). The PROVIDER, its employees, and its agents shall have access to the CHARTER SCHOOL as is reasonably necessary or appropriate for the PROVIDER to effectively and properly execute the PROVIDER’s duties and services hereunder. The PROVIDER shall have the right to delegate and assign to its employees and agents such duties as the PROVIDER shall deem appropriate in the PROVIDER’s reasonable discretion; *provided, however*, that any such delegation or assignment shall not relieve or release the PROVIDER from its obligations hereunder to the CHARTER SCHOOL. The PROVIDER shall be solely responsible for the compensation of its’ employees and agents, and such compensation shall not be deemed a reimbursable Expense.

3.2 Administration. The PROVIDER shall report directly to the board designated individual at the CHARTER SCHOOL. Without the approval of the PROVIDER, the CHARTER SCHOOL shall not take any action that would expand or alter the duties of the PROVIDER under this Agreement. The CHARTER SCHOOL shall be responsible for timely providing the PROVIDER with such operational data and reports as is reasonably necessary in order to enable the PROVIDER to perform its duties hereunder.

3.3 Duties. The PROVIDER shall perform the following:

Accounts Payable. All entries to the general ledger will be made in accordance with Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB).

- Maintain a Chart of Accounts consistent with that required by the Pennsylvania Department of Education.
- Monitor Accounts Payable and Receivable in relation to budget.
- Process Accounts Payable; prepare checks for invoices, ensuring that timely payment is made and that payment discounts are taken where identified through the online bill payment service, Bill.com.
- Track 1099 vendors and prepare and submit 1099 reporting.

- Reconcile cash accounts on a monthly basis. The CHARTER SCHOOL shall identify all cash accounts.

Payroll Services & HR Support

- Assist with the calculation, review, and implementation of salary adjustments based on information from the CHARTER SCHOOL management.
- Assist with bi-weekly and ad hoc processing of school and employee Payroll
- Prepare 403(b) plan monthly and quarterly reporting and issue timely employee and employer payments if requested by CHARTER SCHOOL

Internal Reporting and Budgeting.

- Prepare the CHARTER SCHOOL's annual budget, coordinating with the CHARTER SCHOOL staff, management and the Board to obtain information for the building of appropriate estimates.
- Prepare monthly financial reports, to include:
 - i. A statement of financial position (balance sheet) as of the end of the previous month;
 - ii. A statement of activities (income statement) for the year to date, including comparison of actual results to budget;
 - iii. A prospective statement of activities presenting expected results of operations at year-end with comparison to the annual budget;
 - iv. A monthly listing of disbursements;
 - v. A narrative highlighting key financial developments and trends for the Board;
 - vi. Additional reports as requested, including short-term cash flow projections in any periods of low cash balances.
- Generate ad hoc analyses as requested to provide management with actionable financial information.

State, Federal Grant, and Tax Reporting.

- Based on the Board-approved annual budget, prepare and submit the Final General Fund Budget to PA Department of Education.
- Review auditor prepared federal form 990.
- Working with and using data provided by the CHARTER SCHOOL staff, prepare and submit grant budgets for federal categorical and competitive grants programs including ESSER, Title I, Title II, and IDEA, quarterly cash-on-hand reports of disbursements and Final Expenditure Reports for grants administered by PA Department of Education. Specific tasks to be completed are as follows:
 - i. Consolidated Application (7/1 annually) and Funding Adjustment (Spring annually) – Titles Only
 - ii. IDEA billing
 1. The PROVIDER will work with the CHARTER SCHOOL to complete IDEA required documentation, reimbursement requests, monitoring assessments, etc.
 - iii. Tracking of Federal Expenditures
 1. The PROVIDER will work with the CHARTER SCHOOL to track federal expenditures (Title I, II, III, IV, IDEA and CARES).
 - iv. Quarterly Cash on Hand Reports (10th working day of Oct, Jan, April, and July)
 - v. Final Expenditure Reports “FERs” (10/30 annually)
 1. The PROVIDER will submit FERs for all applicable grant programs.
 - vi. Ongoing Title program support
 1. As there are updates, changes, etc., the PROVIDER will work with the CHARTER SCHOOL to revise their practices to be in compliance with requirements for receiving federal funds.
 2. Ongoing communication through in-person meetings, phone calls, video calls, and email.
- Oversee preparation for periodic federal programs audits.
- State & Non-Federal Reporting:
 - i. Assist the CHARTER SCHOOL with the fiscal components of the Annual Report for PA Department of Education.

4. Fees and Expenses.

4.1 Fees.

In consideration of the PROVIDER's services hereunder, the CHARTER SCHOOL shall pay to the PROVIDER a monthly fee of \$9000.00 .

Processing payroll (when needed), submission of payroll tax liabilities, return filing and printing of checks for employees will be completed by an outside service. Accounts Payable will be processed through an online bill payment service. Submission of reports on federal grant programs will be completed through an online portal requiring an annual subscription fee. The cost for these the PROVIDER s will be billed directly to the school.

If requested by the CHARTER SCHOOL , the PROVIDER will provide and bill for additional services outside of those engaged upon obtaining direction from the Board or school leaders.

5. Indemnification, Representations and Warranties.

5.1 Indemnification of the PROVIDER . The CHARTER SCHOOL will indemnify, defend and save and hold the PROVIDER and its affiliates and all of their respective employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys' fees and costs) that may arise out of, or by reason of, any noncompliance by the CHARTER SCHOOL with any agreements, covenants, warranties or undertakings of the CHARTER SCHOOL contained in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of the CHARTER SCHOOL contained in or made pursuant to this Agreement. The indemnification requirements of this Section may be met by the purchase of insurance pursuant to Article 6 below.

5.2 Indemnification of the CHARTER SCHOOL . The PROVIDER will indemnify, defend and save and hold the CHARTER SCHOOL and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorney fees and costs) that may arise out of, or by reason of, any noncompliance by the PROVIDER with any agreements, covenants, warranties or undertakings of the PROVIDER contained in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of the PROVIDER contained in or made pursuant to this Agreement. The indemnification requirements of this Section may be met by the purchase of insurance pursuant to Article 6 below.

5.3 Representations and Warranties of the PROVIDER . The representations and warranties made by the PROVIDER in this Article 5 are material representations and warranties upon which the CHARTER SCHOOL has relied in entering into this Agreement. the PROVIDER represents and warrants:

5.3.1 That the PROVIDER and its employees possess the skills, qualifications, experience, licenses, certifications, and clearances necessary to perform adequately the services that it is to supply the CHARTER SCHOOL under this Agreement.

5.3.2 That this Agreement constitutes a valid and binding agreement by the PROVIDER , enforceable in accordance with its terms, and that neither the execution of this Agreement nor compliance with any of its terms will violate the terms of any certificate, note, instrument, bond, lease, mortgage, obligation, agreement, understanding, arrangement, regulation, law or restriction of any kind to which the PROVIDER is a party.

5.4 Representations and Warranties of the CHARTER SCHOOL . The CHARTER SCHOOL represents and warrants that this Agreement constitutes a valid and binding agreement by the CHARTER SCHOOL , enforceable in accordance with its terms, and that neither the execution of this Agreement nor compliance with any of its terms will violate the terms of any certificate, note, instrument, bond, lease, mortgage, obligation, agreement, understanding, arrangement, regulation, law or restriction of any kind to which the CHARTER SCHOOL is a party.

6. Insurance Coverage. The CHARTER SCHOOL will maintain general liability insurance, directors and officer's insurance, and umbrella insurance coverage in the amounts required by sound business practices. Such policies shall name the PROVIDER, its affiliates and their respective directors, officers, employees, subcontractors, and agents as additional insured under such policies. The CHARTER SCHOOL will comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance. The PROVIDER will maintain general liability insurance, Director and Officer insurance and umbrella insurance coverage in the amounts required by sound business practices.

6.1 Workers' Compensation Insurance. Each party will maintain workers' compensation insurance as required by law, covering its respective employees.

Each party will on an annual basis or at the time of coverage change, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this agreement. Each party will comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

7. Limitations of Liabilities. The CHARTER SCHOOL will assert all immunities and statutory limitations of liability in connection with any claims arising from this Agreement. In no event shall the PROVIDER or the CHARTER SCHOOL, its respective members, partners, principals, Board members or employees be liable for any actions, damages, claims, liabilities, costs expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the amount due to the PROVIDER from the CHARTER SCHOOL under this Agreement. In no event shall the PROVIDER or the CHARTER SCHOOL, its respective members, partners, principals, Board members or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, damages which are a multiple of compensatory damages, fines, penalties, costs, expenses, judgments or awards arising from acts deemed uninsurable by law, or losses (including, without limitation, lost profits and opportunity costs). In the event of litigation, judgements shall be limited to the most recent annual fee, net of discounts, paid to the PROVIDER.

8. Termination.

8.1 Termination Events. This Agreement shall be subject to termination prior to the scheduled expiration date, as follows:

(a) By the PROVIDER . The PROVIDER may terminate this Agreement prior to the end of the term specified in the event that the CHARTER SCHOOL fails to remedy a material breach within 30 days after written notice from the PROVIDER . A material breach includes but is not limited to (i) the CHARTER SCHOOL 's failure to pay any fee or reimbursement as required by the terms of this Agreement within sixty (60) days of the date the payment was due, or (ii) an act or omission by the CHARTER SCHOOL that causes the PROVIDER to be unable to perform its material obligations under this Agreement. Termination by the PROVIDER will not relieve the CHARTER SCHOOL of any obligations for payments outstanding to the PROVIDER as of the date of termination.

(b) By the CHARTER SCHOOL . The CHARTER SCHOOL may terminate this Agreement prior to the end of the term in the event that the PROVIDER fails to remedy a material breach of this Agreement within 30 days after written notice from the Board. A material breach by the PROVIDER includes, but is not limited to: (i) a material failure to account for its expenditures or for other expenses incurred, (ii) the PROVIDER 's failure to substantially follow policies, procedures, rules, regulations or curriculum duly adopted by the Board which are not in violation of or conflict with the CHARTER SCHOOL 's Charter, this Agreement and applicable laws and regulations, (iii) failure to perform any of the specific duties set forth in this Agreement which the PROVIDER fails to remedy within 30 days after written notice from the CHARTER SCHOOL , (iv) failure to maintain adequate staffing levels as previously agreed upon in writing between the parties which the PROVIDER fails to remedy within 30 days after written notice from the CHARTER SCHOOL . Termination by the CHARTER SCHOOL will not relieve the CHARTER SCHOOL of any obligations for payments outstanding to the PROVIDER for work performed by the PROVIDER prior to the date of the termination. Notwithstanding the foregoing, the CHARTER SCHOOL shall have the right (assuming that the PROVIDER otherwise has no continuing liability, contingent or otherwise, to third parties under contracts entered into by the CHARTER SCHOOL) to terminate this Agreement at any other time without cause by tendering to the PROVIDER payment of 50% of the remaining contact balance. .

(c) Termination of the Charter. If the CHARTER SCHOOL is terminated or surrendered and the services performed by the PROVIDER for the CHARTER SCHOOL ends, the fees for the CHARTER SCHOOL will end and no additional charges shall be made for services to the CHARTER SCHOOL. Termination pursuant to this paragraph will not relieve the CHARTER SCHOOL of any obligations for payments outstanding to the PROVIDER as of the date of termination. The effective date of any termination for purposes of calculating fees due shall be the earlier of the effective date of termination or the discontinuation of services by the PROVIDER.

8.2 Change in Law. If any federal, state or local law or regulation, court or administrative decision or Attorney General's opinion has a materially adverse effect on the ability of either party to carry out its obligations under this Agreement, such party, upon written notice, may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith and may include the use of a third-party arbitrator for alternative dispute resolution pursuant to Article 14. If the parties are unable to renegotiate the terms within 90 days after such notice and good faith negotiations, the party requesting the renegotiation may terminate this Agreement on 120 days further written notice or at the end of a school year, whichever is later.

8.3 Bankruptcy. Either party may terminate this Agreement if the other party shall be adjudicated a bankrupt or insolvent, or admit in writing its inability to pay its debts as they mature, or make any assignment for the benefit of its creditors; or if the other party shall apply for or consent to the appointment of any receiver, trustee, or similar officer for it or for all or any substantial part of its properties; or such receiver, trustee or similar officer shall be appointed without the application or consent of such other party and shall continue undischarged for a period of sixty (60) days; or if the other party shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or if any such proceedings shall be instituted (by petition, application or otherwise) against such other party, and an order for relief shall be entered in such proceeding or such proceeding shall remain undischarged for a period of sixty (60) days; or if any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against property of such other party which represents a substantial portion

of its property and such judgment, writ or similar process shall not be released, vacated or fully bonded within sixty (60) days after its issue or levy.

8.4 Notice of Defaults. If either party becomes aware of any event, condition or omission that is, or if uncured will become, a breach or default by the CHARTER SCHOOL , it promptly shall notify in writing the other thereof and shall send to the other any written notice of default received from a third party. In the case of a breach or default, or potential breach or default by the CHARTER SCHOOL , the PROVIDER shall reasonably assist the CHARTER SCHOOL to cure or mitigate such default, give such advice and recommendations as the CHARTER SCHOOL may reasonably request, and follow such instructions as the CHARTER SCHOOL may reasonably give, all at the CHARTER SCHOOL 'S expense.

9. Required Background Checks.

9.1 Clearances and Checks – The PROVIDER shall ensure that any employee, contractor, or agent of the PROVIDER shall submit a federal and state report of criminal history record information as provided for in applicable statutes.

9.2 Travel to the CHARTER SCHOOL – The PROVIDER shall not under any circumstances permit any of its employees, the PROVIDER s, or agents to travel to one of the CHARTER SCHOOL s without first providing the CHARTER SCHOOL with the documents required under Paragraph 9.1 of this Agreement.

9.3 Costs – The PROVIDER shall be solely responsible for the costs of complying with this Section 9, and the PROVIDER shall have no claim against the CHARTER SCHOOL for any delay or any consequential damages resulting from any delay caused by the requirements of this Section 9.

10. Past Due Amounts. Except in circumstances addressed in Section 15, any amounts owing to either party under this Agreement which are not paid within sixty (60) days after the due date shall accrue interest at a rate equal to the lesser of seven percent (7.0%) per annum or (ii) the maximum rate allowed by law. The payment of any interest hereunder shall not release either party from its obligations otherwise to perform fully this Agreement.

12. Notices. Unless otherwise expressly stated, all notices and other communications required or permitted hereunder shall be in writing and shall be deemed to be properly given if transmitted by messenger, overnight courier service, or first-class certified mail (return receipt requested), in each case postage or other charges prepaid, addressed to the other party at the address shown below or by electronic mail. Any party may change such address by written notice given in such manner. All notices shall be effective upon receipt or refusal of delivery.

If to the PROVIDER , to:

If to the CHARTER SCHOOL , to:

VERTEX EDUCATION-PA
VERTEX EDUCATION-PA

the CHARTER SCHOOL

222 N Keswick Ave.

Glenside, Pennsylvania 19038

13. Further Assurances. The PROVIDER and the CHARTER SCHOOL agree to perform such further acts and execute and deliver any documents as may reasonably be required to effectuate any provision of this Agreement and applicable laws.

14. Dispute Resolution: Remedies.

14.1 Disputes. If, at any time, any issue, dispute or controversy ("**Dispute**") should arise hereunder, the CHARTER SCHOOL Representative and the PROVIDER Representative shall promptly confer and exert their reasonable efforts in

good faith to reach a reasonable and equitable resolution of such Dispute. If such representatives are unable to resolve such Dispute within five (5) business days of the initial conference, either party may then, at any time, deliver notice to the other party its intent to submit the Dispute to arbitration, which notice shall include the specific issues concerning the Dispute which must be resolved (the "**Arbitration Notice**").

14.2 Arbitrators. At any time following the 30th day after delivery of an Arbitration Notice, either party (for purposes of this Section 17, the "**First Party**") may give notice to the other party (for purposes of this Section 17, the "**Second Party**") that it has designated an arbitrator. Within 20 days of the delivery of the aforesaid notice of designation the Second Party shall be required to designate a second arbitrator and to notify the First Party of such designation. Within 20 days of the designation of the second arbitrator, the two designated arbitrators shall meet and shall jointly designate a third arbitrator. Arbitrators shall be qualified by education and experience in the subject matter of the Dispute and issues to be arbitrated. The arbitrator designated by the party-appointed arbitrators shall be the Chairman of the arbitration panel. A determination by a majority of the panel shall be binding upon and enforceable against each party. If for any reason (i) the Second Party shall fail timely to designate an arbitrator after notice of designation is delivered by the First Party or (ii) the two party-appointed arbitrators fail timely to designate a third arbitrator, or the third arbitrator shall fail for any reason to serve, said arbitrator(s) shall be designated by the American Arbitration Association upon the demand of either Party.

14.3 Arbitration Proceedings. All proceedings before the arbitrators shall be held in Montgomery County, PA. The parties agree that any Dispute being resolved by arbitration hereunder shall be determined pursuant to the provisions set forth herein and pursuant to the applicable commercial arbitration rules of the American Arbitration Association then in effect insofar as such rules are not inconsistent with the provisions set forth herein. The authority of the arbitrators shall be limited to the specific Dispute and related issue(s) in controversy as designated by the parties.

15. Force Majeure. Neither party shall be deemed in breach of its obligations under this Agreement because of any delay or failure in the performance of such obligations (other than failure to pay money when due) to the extent such delay or failure is due to circumstances beyond the reasonable control of the party experiencing such delay or failure, including but not limited to acts of God; unusually severe weather conditions; strikes

or other labor difficulties; war; riots; earthquakes; public disturbances; epidemics; requirements, actions or failures to act on the part of federal, state or local governmental authorities; acts of the other party; inability despite due diligence to obtain required licenses; accident; fire; or damage to, loss of right to or destruction or breakdown of necessary facilities (each and collectively, "**Force Majeure**"); *provided, however*, that, (i) the non-performing party gives the other party within one week, or as soon thereafter as practicable, written notice describing the particulars of the Force Majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and (iii) the non-performing party uses reasonable efforts to remedy its inability to perform.

16. Miscellaneous.

16.1 Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, excluding choice-of-law provisions, which would direct the application of the laws of another jurisdiction. This Agreement shall be construed as having been mutually drafted, not for or against any party.

16.2 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

16.3 Headings. Titles and headings of the sections of this Agreement are for convenience of reference only and do not form a part of and shall not in any way affect the interpretation of this Agreement.

16.4 Amendment. No modifications or amendments of this Agreement shall be valid unless in writing and executed by both parties to this Agreement.

16.5 Assignment. Neither party hereto shall assign or otherwise convey any of its rights, titles or interests under this Agreement without the prior written consent of the other party hereto (which consent shall not be unreasonably withheld).

16.6 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns, to the extent that assignment is permitted under this Agreement.

16.7 Other Services. Nothing in this Agreement shall be construed to prevent or prohibit the PROVIDER from providing operating services to any other person, organization or entity.

16.8 Waiver. The waiver of any breach of any term or condition hereof shall not be deemed a waiver of any other or subsequent breach, whether of like or different nature.

16.9 Not for Benefit of Third Parties. This Agreement and each and every provision thereof is for the exclusive benefit of the CHARTER SCHOOL and the PROVIDER and not for the benefit of any third party.

16.10 Authority to Bind. The undersigned signatories each represent and warrant, independent of the other, and on behalf of the respective party for whom they have executed this Agreement, that they have the authority to execute and deliver this Agreement on behalf of such respective party, that this Agreement represents the valid and binding obligations of such respective party, and that the respective parties hereto have each taken all appropriate corporate and action as is necessary or required for the validity and enforceability of this Agreement.

16.11 Illegal Acts. The PROVIDER's engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. The CHARTER SCHOOL is responsible for implementing and monitoring controls they deem reasonable to prevent fraud. However, the PROVIDER will inform the CHARTER SCHOOL of any material errors that come to the PROVIDER's attention and any fraud or illegal acts that come to the PROVIDER's attention.

16.12 Certain Definitions. Whenever the terms “Board,” “CEO,” “BUSINESS ADMINISTRATOR,” “Principal,” and “Administration” are used in this Agreement, such terms shall be deemed to mean and include the CHARTER SCHOOL acting through the Board, CEO, BUSINESS ADMINISTRATOR, Business the PROVIDER, or Administration, as the case may be.

16.13 Other. Both parties represent that the communication by the PROVIDER (including attachments) is not intended or written to replace or be used, and cannot be used, as legal, tax or investment advice.

16.14 Community Purchasing Alliance Co-op. The CHARTER SCHOOL is a participant in the Community Purchasing Alliance Co-op (hereafter “CPA Co-op”). The PROVIDER shall pay CPA Co-op 5% fees between the PROVIDER and the CHARTER SCHOOL, in accordance with CPA Co-op’s request for proposals and the Preferred Vendor Agreement between the PROVIDER and CPA Co-op.

17. FERPA and Confidential Information.

17.1 **FERPA.** The PROVIDER agrees to comply with all federal and state laws regarding the confidentiality of educational records of the CHARTER SCHOOL and the CHARTER SCHOOL’s students including but not limited to, the Family Educational Rights and Privacy Act, its implementing regulations (34 C.F.R. Part 66), to the same extent that the CHARTER SCHOOL is bound by such federal and state laws. The CHARTER SCHOOL shall define “school official” and “legitimate educational interest” under the definitions of those terms set forth in the CHARTER SCHOOL’s Family Educational Rights and Privacy Act (“FERPA”) notification(s) to students and parents broadly enough to permit the PROVIDER to fulfill its obligations under this Agreement. The PROVIDER shall not disclose to any third party or use any information that it has obtained from the CHARTER SCHOOL without the express written consent of the CHARTER SCHOOL to the disclosure except as provided by law. The parties have decided and will continue to decide in good faith which categories of the PROVIDER employees and/or individual the PROVIDER employees have a legitimate educational interest, such that said employees are entitled to access the educational records of the CHARTER SCHOOL. The PROVIDER will ensure that those employees have undergone criminal background checks and child

abuse clearance, copies of which will be provided to the CHARTER SCHOOL . Any personally identifiable information about any student which is disclosed to the PROVIDER pursuant to this Agreement, shall be used solely for the stated purposes of the disclosure to fulfill obligations under this Agreement and shall not be redisclosed to any other party without the prior written consent of the student's parent (or of the student if he/she is age 18 or older).

17.2 Confidential Information. As used herein, “**Confidential Information**” shall mean all oral or written information, of whatever kind and in whatever form, relating to past, present or future services provided under this Agreement, business or technical and any information relating to the CHARTER SCHOOL and the PROVIDER . The CHARTER SCHOOL and the PROVIDER agree that its representatives shall hold any and all such Confidential Information in the strictest confidence. No such information shall be divulged, used, or published at any time, now or in the future, except as is necessary to perform the Services. The CHARTER SCHOOL and the PROVIDER shall not copy or otherwise reproduce, or permit to be copied or otherwise reproduced, all or any part of any Confidential Information, except to the extent required performing the Services. The CHARTER SCHOOL and the PROVIDER shall not use any Confidential Information for any purpose other than providing the Services. The CHARTER SCHOOL and the PROVIDER accept the responsibility for establishing and utilizing necessary security measures to ensure against copying, disclosure, release or use of any Confidential Information.

18. Non-Solicitation.

18.1 Non-Solicitation by the CHARTER SCHOOL . The CHARTER SCHOOL agrees that it shall not, during the Term or during the one (1) year period following the date of any expiration or termination of this Agreement, solicit for employment, employ or retain any person, directly or indirectly, who is employed or has been employed by the PROVIDER during the Term, unless in advance consented to in writing by the PROVIDER .

18.2 Non-Solicitation by the PROVIDER . The PROVIDER agrees that it shall not, during the Term or during the one (1) year period following the date of any expiration or termination of this Agreement, solicit for employment, employ or retain any person, directly or indirectly, who is employed or has been employed by the CHARTER SCHOOL during the Term, unless in advance consented to in writing by the CHARTER SCHOOL .

18.3 Injunctive Relief. The parties agree that the provisions of Paragraph 18.1 and Paragraph 18.2 are vitally essential to the operation of the CHARTER SCHOOL and the PROVIDER and their ability to operate their respective organizations. Therefore, in addition to any other rights or remedies at law or otherwise available to the CHARTER SCHOOL or the PROVIDER for the breach of Paragraph 18.1 or Paragraph 18.2, the CHARTER SCHOOL or the PROVIDER, as the case may be, shall be entitled to injunctive relief.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above. The undersigned have the authority to enter into the Agreement and the Agreement has been or will be ratified by the Board.

The school recognizes that the PROVIDER does not provide legal advice and is not a registered investment advisor and understands that any communication from the PROVIDER is not intended to substitute the advice of the school hired advisors.

VALLEY FORGE PUBLIC SERVICE ACADEMY CHARTER SCHOOL (the CHARTER SCHOOL)

By: _____

Authorized Representative, Title

VERTEX EDUCATION-PA/VERTEX EDUCATION-PA (the PROVIDER)

By: _____

Kevin Corcoran, Partner

