**Report of the Superintendent and
Administrative Staff to the
Tredyffrin/Easttown Board of School Directors**

**Dr. Richard Gusick, Superintendent of Schools
Tredyffrin/Easttown School District
Conestoga High School
200 Irish Road
Berwyn, Pa 19312
District Web Site: www.tesd.net**

**August 24, 2026
Regular School Board Meeting
7:30 pm**

School Board meetings are live-streamed on YouTube. The link to the live meeting is available on the T/E School District website under the School Board menu. At its discretion, the Board may discontinue video recording or live-streaming due to technical issues, personnel availability or other circumstances that disrupt or impede the meeting. The School Board will continue to provide in-person public comment opportunities at all public Board meetings. Residents and taxpayers who wish to make a public comment may do so in person during the public comment periods on the Board meeting agenda. Comments may also be shared with the Board via email at schoolboard@tesd.net; however, these comments will not be read aloud during Board meetings.

School Board Meetings are business meetings that are open to the public, during which we provide several opportunities for public comment on items before the Board:

- The first comment period is reserved for announced additional agenda items and items on the Consent Agenda only.
- Comments will be received after each Priority Discussion item prior to the vote on the item(s).
- Additional public comment will be heard for each action listed under Other Actions Under Consideration.
- The final comment period near the end of the meeting is reserved for all other matters of concern, official action or deliberation which are or may be before the TESD Board of Directors and which are not covered by the other comment periods.

Each public comment period is reserved for residents and taxpayers. Additionally, the Board will accept comments from sitting public officials for non-campaigning purposes and, by agreement with the TEEA, the Board will accept comments from the union president. All comments should be directed to the Board as a whole or to the presiding officer. No comments or questions should be directed to individual Board members.
All public comments and responses should be in the spirit of civil public discourse.
Also, please be aware that intentionally disrupting a lawful meeting or the administration of a government function is a criminal offense in Pennsylvania. See 18 Pa.C.S.A. § 5101; 18 Pa.C.S.A. § 5508.
The School Board values the opportunity to hear from the community in person and appreciates your cooperation in advance.

- The agenda and materials are posted online for public information. Posted agenda information is updated as needed. A date at the top of a page indicates revised information.
- A review copy of complete Board meeting materials is available in printed form at the Board meeting sign-in table.
- Abbreviated print copies of agenda materials are available at Board public meetings.
- Criteria for omitting pages from printed agenda materials: attachments of 10 pages or more, monthly financial reports, confidential student information, salaries and items annotated in the agenda.
- Please visit the District website for a recap and video recording of this meeting. Official meeting minutes are available on the website following their approval by the Board at a subsequent meeting.
- To receive the District's e-newsletter, send an email to **tenews@tesd.net.**
- The Board, at its discretion, may video record all or any portion of public Board meetings subject to the limitations set forth in Policy 9313. Board meeting videos are aired on Verizon Cable Channel 20 and Comcast Cable Channel 14. See the website for a program schedule.

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AGENDA

I. Pledge of Allegiance to the United States Flag

II. Reports from Student Representatives and Other Invited Speakers - None

III. Student and Staff Highlights - None

IV. Announcement of Additional Agenda Items

V. Public Participation from District residents and District taxpayers regarding any announced Additional Agenda Items and Items on the Consent Agenda

VI. Board Action Regarding Amendment of Agenda to Include Additional Agenda Items, from Section V

VII. Consent Agenda

Although Board action is required, it is generally unnecessary to hold discussion on these items. With the consent of all members, they are therefore grouped, and approval is given in one motion. In the event a Board member wants to discuss any item, the Board President will move it to an appropriate place on the agenda. A Board member may vote nay or abstain with respect to a consent agenda item without the need for removing the item from the consent agenda.

A. Approve Board and Board Committee Meeting Minutes
B. Preliminary Authorization of Accounts Payable and Payroll
C. Personnel
    1. Routine Personnel Actions
    2. Athletic Position Recommendations for the 2026-27 School Year
    3. Non-Athletic Position Recommendations for the 2026-27 School Year
    4. Team Facilitators and Department Chairs for the 2026-27 School Year
    5. Contracted Services for the 2026-27 School Year
    6. Agreement with Red Rover Technologies, LLC
    7. Agreement with Soliant Health, LLC
    8. Addendum to Staffing Agreement with GHR Healthcare, LLC
    9. Act 93 Agreement Administrator Compensation Plan Amendment
    10. Addendum to the Agreement with CCRES & Schedule "C"
D. Curriculum and Instruction
    1. Agreement with Project Libertad

E. Business Office

1. Authorization to Prepare Specifications and Solicit Bids and RFP's for the 2027-28 School Year
2. Acceptance of Gifts
3. Change Orders
4. Agreement with Powersmith LLC, d/b/a Fitness Machine Technicians
5. Agreement with Legacy Photographics
6. Agreements with Food Safety Solutions, LLC
7. Agreement with C&M Refrigeration Sales & Service Inc.
8. Agreement with Brightly Software Inc.
9. Agreement with Johnson Controls
10. Administrative Services Agreement with QCC Insurance Company (IBC)
11. Agreement with CrisisGo, Inc.
12. Agreement with LinkIt!
13. Agreement with Morabito Baking Company Inc.
14. Agreement with Commercial Kitchen Repairs, Inc.
15. Facility Agreement with the YMCA of Greater Brandywine

F. Staff and Students

1. Educational Services Agreements
2. Contracts with Approved Private Schools
3. Addendum to the Agreement with CCIU Brandywine Virtual Academy
4. Agreement with Preferred Home Health Care & Nursing Services, Inc. d/b/a Care Options for Kids
5. Agreement with UHS of Doylestown LLC d/b/a Foundations Behavioral Health
6. Agreement with Lakeside Youth Service d/b/a Lakeside Educational Network
7. Agreements with Lindros ABA Consultation, LLC
8. Agreement with The Stepping Stones Group, LLC
9. Authorization of Diplomas

G. Transportation

None.

H. School Board

None.

VIII. Priority Discussion/Action

A. 2026-27 District Level Goals

1. Priority Discussion Presentation – Dr. Richard Gusick, Superintendent of Schools
2. Board Questions/Deliberation
3. Public Participation from District residents and District taxpayers
4. Board Discussion/Deliberation/Action

IX. Committee and Ambassador Reports

A. Policy – Rachel Weil

The next meeting will be held at 7:00 pm on September 15, 2026, in the TEAO.

B. Finance – Todd Kantorczyk

The next meeting will be held at 7:00 pm on September 14, 2026, in the TEAO.

C. Facilities – Kenneth Hong

The next meeting will be held at 7:00 pm on September 8, 2026, in the TEAO.

D. Education – Dr. Roberta Hotinski

The next meeting will be held at 7:00 pm on September 10, 2026, in the TEAO

X. Other Actions Under Consideration - None

XI. Public Participation from District residents and District taxpayers regarding non-agenda matters of concern, official action or deliberation which are or may be before the Board

XII. Information

A. School Board Meetings
In accordance with Act 93 of 1998 (Sunshine Law), the Board of School Directors met on the following dates/times in executive session to discuss items in one or more of the following areas: personnel, litigation, legal matters, confidential information, labor relations, real estate or land acquisition.

July 9, 2026 at 5:30 pm
July 16, 2026 at 5:30 pm
August 24, 2026 at 6:00 pm

Future School Board Meetings are scheduled for:

Monday, September 28, 2026, Regular Board Meeting - 7:30 pm, at Conestoga High School, 200 Irish Road, Berwyn, Pa 19312

Monday, October 26, 2026, Regular Board Meeting - 7:30 pm, at Conestoga High School, 200 Irish Road, Berwyn, Pa 19312

Thursday, November 19, 2026, Special Board Meeting - 7:30 pm, at Conestoga High School, 200 Irish Road, Berwyn, Pa 19312

XIII. General Announcements

XIV. Correspondence

XV. Adjournment

Report of the Superintendent and Administrative Staff
to the Tredyffrin/Easttown Board of School Directors

August 24, 2026
Regular School Board Meeting
7:30 pm

AGENDA MATERIALS

VII, Consent Agenda

VIA: Dr. Richard Gusick, Superintendent of Schools

Action Under Consideration: That the Board of School Directors approves the following Recommended Actions under the Consent Agenda (VII):

A. Approve Board and Board Committee Meeting Minutes
B. Preliminary Authorization of Accounts Payable and Payroll
C1. Routine Personnel Actions
C2. Athletic Position Recommendations for the 2026-27 School Year
C3. Non-Athletic Position Recommendations for the 2026-27 School Year
C4. Team Facilitators and Department Chairs for the 2026-27 School Year
C5. Contracted Services for the 2026-27 School Year
C6. Agreement with Red Rover Technologies LLC
C7. Agreement with Soliant Health, LLC
C8. Addendum to Staffing Agreement with GHR Healthcare, LLC
C9. Act 93 Agreement Administrator Compensation Plan Amendment
C10. Addendum to the Agreement with CCRES & Schedule "C"
D1. Agreement with Project Libertad
E1. Authorization to Prepare Specifications and Solicit Bids and RFP's for the 2026-27 School Year
E2. Acceptance of Gifts
E3. Change Orders
E4. Agreement with Powersmith, LLC d/b/a Fitness Machine Technicians
E5. Agreement with Legacy Photographics
E6. Agreements with Food Safety Solutions, LLC
E7. Agreement with C&M Refrigeration Sales & Service Inc.
E8. Agreement with Brightly Software Inc.
E9. Agreement with Johnson Controls
E10. Administrative Services Agreement with QCC Insurance Company (IBC)
E11. Agreement with CrisisGo, Inc.
E12. Agreement with LinkIt!
E13. Agreement with Morabito Baking Company Inc.
E14. Agreement with Commercial Kitchen Repairs, Inc.
E15. Facility Agreement with the YMCA of Greater Brandywine
F1. Educational Services Agreements
F2. Contracts with Approved Private Schools
F3. Addendum to the Agreement with CCIU Brandywine Virtual Academy
F4. Agreement with Preferred Home Health Care & Nursing Services, Inc. d/b/a Care Options for Kids
F5. Agreement with UHS of Doylestown LLC d/b/a Foundations Behavioral Health
F6. Agreement with Lakeside Youth Service d/b/a Lakeside Educational Network
F7. Agreement with Lindros ABA Consultation, LLC
F8. Agreement with The Stepping Stones Group, LLC
F9. Authorization of Diplomas

Although Board action is required, it is generally unnecessary to hold discussion on these items. With the consent of all members, they are therefore grouped, and approval is given in one motion. In the event a Board member wants to discuss any item, the Board President will move it to an appropriate place on the agenda. A Board member may vote no or abstain with respect to Consent Agenda items without the need for removing the item from the Consent Agenda.

Consent VII, A: Approve Board and Board Committee Meeting Minutes

VIA: Arthur J. McDonnell, Business Manager/Board Secretary

Action Under Consideration: That the Board of School Directors approves the minutes of the June 8, 2026 Regular School Board Meeting (see attachments):

The Tredyffrin/Easttown Board of School Directors met in regular session at Conestoga High School, 200 Irish Road, Berwyn, PA, on the above date.

Members present: Kenneth Hong, Dr. Roberta Hotinski, Todd Kantorczyk, Dr. Julie K. Mesaros, Maryann Piccioni, Nicole Scherer, Sue Tiede, Rachel Weil and Dr. Henry Zink

Student Representative: Lucy Salata

Others in attendance:
Dr. Richard Gusick, Superintendent
Arthur J. McDonnell, Business Manager/Secretary
Richard Livergood, Assistant Business Manager
Ken Roos, Solicitor
Dr. Anthony Stevenson, Director of Human Resources
Dr. Chris Groppe, Director of Safety and Student Services
Nicole Roy, Director of Special Education
Dr. Wendy Towle, Director of Curriculum, Instruction and Professional Learning
Mark Cataldi, Director of Assessment and Accountability
Dr. Mike Szymendera, Director of Educational Program
Dr. Kim Morris, Director of Equity and Public Programs
Dr. Stephanie Demming, Principal, Beaumont
Rebecca Wills, Principal, Valley Forge Elementary
Matt Gibson, Principal, Valley Forge Middle

Pledge of Allegiance to the United States Flag

Reports from Student Representatives and Other Invited Speakers

Graduation	Spring Sports

Recognition of the 2025-26 Retirees
The Board recognized the following employees of the Tredyffrin/Easttown School District for their years of faithful service to the District and to the young people of the community.

Name	Location	Years w/ T/E
Joan Blair	Valley Forge Middle School	21
Eileen Broderick	Beaumont Elementary School	14
Deborah Chiarello	Conestoga High School	17
Irene Clemmer	Valley Forge Middle School	26
Fortunata Colbert	Maintenance Department	14
Lea Craley	T/E Middle School	26
Mark DiMarino	Valley Forge Middle School	35
Wendy Dirico	Conestoga High School	18
Tracey Gilbertie	Valley Forge Middle School	23
Jeffrey Graver	Maintenance Department	12
Deborah Kershinski	T/E Middle School	8
Francis Murphy, Jr.	Network Operations Center	27
Mary Nagle	T/E Middle School	18
Kevin Pechin	Conestoga High School	33
Linda Peck	Conestoga High School	24
Dave Preston	TEAO	19
Rochelle Rorie	TEAO	35
Rossana Saldan	Conestoga High School	21
Jessica Shepherd	Valley Forge Elementary School	29
James Simon	Conestoga High School	4
Elizabeth Stewart	Network Operations Center	8
Katrinia Stokes	Conestoga High School	27

Oscar Torres, Jr.	TEAO	26
Michael Trainer	Conestoga High School	20
Laura Viviano	Conestoga High School	24
David Zimmerman	Conestoga High School	33

Announcement of Additional Agenda Items – None

Public Participation from District residents and District taxpayers regarding any announced Additional Agenda Items and Items on the Consent Agenda – None

Board Action Regarding Amendment of Agenda to Include Additional Agenda Items, from Section V – None

Consent Agenda
Approve Board and Board Committee Meeting Minutes
That the Board of School Directors approves the minutes of the May 26, 2026 Regular School Board Meeting, and the May 11, 2026, Finance Committee Meeting.

Receive Financial Reports for May 2026 and Preliminary Authorization of Accounts Payable and Payroll
The Board of School Directors received and approved the following monthly reports:

A. Fund Balance
B. Investments
C. Revenues Summary
D. Revenues
E. Appropriations Summary
F. Appropriations
G. Budget Transfers
H. Student Activity Funds
I. Capital Projects Fund
J. Capital Projects Bonds Fund
K. Cafeteria Fund
L. Check Register
M. Trust Fund
N. Credit Card Summary

FURTHER, that the Treasurer is authorized to pay current invoices and payroll from the General Fund not to exceed the amount of $16,000,000.00 for the month of July and $18,000,000 for the month of August.

Routine Personnel Actions
Resignations/Releases/Retirements
The Board of School Directors acknowledged the following resignations:
Eileen Broderick, teacher aide, Beaumont Elementary, retirement, effective 6/12/26

Appointments
The Board of School Directors approved the following appointments and changes in position and/or location:
Carmela Alic, summer crew/custodian, Conestoga High, at an hourly rate of $23.00, 7/1/26 increase to $23.98 per hour, effective 6/17/26 to 8/21/26
Alexis Barkman, summer crew/painting, District, at an hourly rate of $14.56, effective 6/17/26 to 8/21/26
Katherine Bredikin, speech, 2026 ESY Program, at an hourly rate of $55.00
Harvey Brown, summer crew/custodian, Beaumont Elementary, at an hourly rate of $23.00, 7/1/26 increase to $23.98 per hour, effective 6/17/26 to 8/21/26
Sophia Cao, summer crew/custodian, Hillside Elementary, at an hourly rate of $23.00, 7/1/26 increase to $23.75 per hour, effective 6/17/26 to 8/21/26
Colin Carey, summer crew/painting, District, at an hourly rate of $15.08, effective 6/17/26 to 8/21/26
Thomas Custer, summer crew/security, Valley Forge Middle, at an hourly rate of $29.53, 7/1/26 increase to $30.79 per hour, effective 6/17/26 to 8/21/26
Charles Davenport, summer crew/security sub, District, at an hourly rate of $29.53, 7/1/26 increase to $30.49 per hour, effective 6/17/26 to 8/21/26
Dora DiFrancesco, summer crew/custodian, Conestoga High, at an hourly rate of $23.00, 7/1/26 increase to $23.98 per hour, effective 6/17/26 to 8/21/26

Maiah Dougherty, summer crew/custodial, Conestoga High, at an hourly rate of $15.08, effective 6/17/26 to 8/21/26*
Michael Galban, summer crew/painting, District, at an hourly rate of $15.08, effective 6/17/26 to 8/21/26
Louise Gardner, summer crew/security, TE Middle/NOC, at an hourly rate of $29.53, 7/1/26 increase to $30.79 per hour, effective 6/17/26 to 8/21/26
Lynnette Hampton, summer crew/custodian, Conestoga High, at an hourly rate of $23.00, 7/1/26 increase to $23.98 per hour, effective 6/17/26 to 8/21/26
Tracie Hentschel, summer crew/custodian, Devon Elementary, at an hourly rate of $23.00, 7/1/26 increase to $23.75 per hour, effective 6/17/26 to 8/21/26
Scott Irvin, summer crew/landscaping, District, at an hourly rate of $14.56, effective 6/15/26 to 8/21/26*
Peggy Lavallee, summer crew/custodian, Devon Elementary, at an hourly rate of $23.00, 7/1/26 increase to $23.98 per hour, effective 6/17/26 to 8/21/26
Kaleb Lewis, custodian, Conestoga High, at an hourly rate of $23.75, effective 7/27/26*
Terrie McClennon, summer crew/security, Valley Forge Elementary, at an hourly rate of $29.53, 7/1/26 increase to $30.79 per hour, effective 6/17/26 to 8/21/26
Amberlynn McKay, summer crew/painting, District, at an hourly rate of $14.56, effective 6/15/26 to 8/21/26*
Gennale McKissick, summer crew/security, Conestoga High, at an hourly rate of $29.53, 7/1/26 increase to $30.79 per hour, effective 6/17/26 to 8/21/26
Liam McLaughin, summer crew/painting, District, at an hourly rate of $14.56, effective 6/17/26 to 8/21/26
Jodi Mincer, teacher, 2026 ESY Program, at an hourly rate of $50, ESY tutor, at an hourly rate of $55.00
Debra Molinaro, summer crew/security sub, District, at an hourly rate of $29.53, 7/1/26 increase to $30.79 per hour, effective 6/17/26 to 8/21/26
Tyler Nash, summer crew/custodial, District, at an hourly rate of $15.08, effective 6/15/26 to 8/21/26*
Habib Nicolas, summer crew/custodian, Devon Elementary, at an hourly rate of $23.00, 7/1/26 increase to $23.98 per hour, effective 6/17/26 to 8/21/26
Lucy Paules, teacher, Temporary Professional Employee Contract, Conestoga High, salary based and prorated on an annual salary of $75,922, effective 7/1/26*
Marianne Reilly, summer crew/custodian, Conestoga High, at an hourly rate of $23.00, 7/1/26 increase to $23.98 per hour, effective 6/17/26 to 8/21/26
Judith Richardson, summer crew/security, Hillside Elementary, at an hourly rate of $29.53, 7/1/26 increase to $30.79 per hour, effective 6/17/26 to 8/21/26
Benjamin Robinson, summer crew/painting, District, at an hourly rate of $14.56, effective 6/17/26 to 8/21/26
Lisa Saddler, general kitchen worker, T/E Middle, at an hourly rate of $18.85, effective 5/26/26**
Shideh Shafer, teacher, Temporary Professional Employee Contract, Elementary School TBD, salary based and prorated on an annual salary of $87,025, effective 7/1/26
Pei Pei Sun, general kitchen worker, Conestoga High, at an hourly rate of $18.85, effective 5/26/26**

* Employment contingent upon appropriate Personnel processing and State and Federal requirements.
**Rate increase July 1st per TENIG contract

Probationary Period Wage Adjustments
The Board of School Directors approved the following wage adjustments consistent with the collective bargaining agreement for the following employees who have completed the 90-day probationary period.
Jacobo Zayas, custodian, Devon Elementary, effective 6/1/26
Michael Zynn, custodian, Conestoga High, effective 6/1/26

Volunteer Report
BEAUMONT
ELEMENTARY
Library

Amber Berry	Ashley Braham	Bridgid Burkert	Simran Chopra

Catherine Daniel	Moyna DeFelice	Rachel D'Orsaneo	Hannah Fusco
Lauren Holt	Elizabeth Holtz	Auste Joost	Virginia Langloss
Yuhan Liao	WanChen Lin	Erin Lusk	Stephanie McCauley
Amanda McClendon	Heather McConnell	Alicia McGill	Maria Pagiotas
Elizabeth Patterson	Lindsey Santos	Brian Skellan	Michelle Spinazzola
Kelly Waterman			

Mystery Reader

Bradley Baker	Kevin Burkert	Nicholas Cramsey	Hannah Fusco
Stephen Gontkosky	Erin Lusk	Carrie Anne Ploppert	

Cultural Arts

Beth Cokely	Erin Giovanni		

Beautification

Ashley Bushnell			

Field Trip Chaperone

Catherine Boyle	Amanda Brinkman	Kevin Burkert	Stina Carter
Daniel Davis	Andrea Davis	Anthony Donahue	Rachel D'Orsaneo
Hannah Fusco	Mikhaila Goldberg	Greg Grimm	Michael Herman
Kerry Jarema	Amanda Knecht	Kimberly Lafferty	Peter Landers
Se Le	WanChen Lin	Megan Lofgren	Jennifer Ludlow
Amanda McClendon	Margaret McDowell	Carolyn Moralle	Elizabeth Patterson
Stephen Pidhirsky	Lisa Schwarcz	Rene Shang	Kristen Singer
Preeti Sivaramakrishnan	Michelle Spinazzola	Christine Talamini	Taraneh Thompson
Tuyen Tieu	Luz Karina Turel	Mijung Vuadens	Kelly Waterman

Spring Carnival

Sadie Atkins	Gina Chambers	Beth Cokely	Dana Costello
Andrea Davis	Elizabeth Holtz	Abigail Hopkins	Lauren Musso
Rebecca Ormsbee	Angela Polselli	Lauren Skellan	Jessica Sullivan

Rainforest

Brandon Barthelmeh	Anthony Kurtz	Tashan Mistree	Maria Pagiotas

Talent Show

Sharon Brown	Bridgid Burkert	Kevin Burkert	Dana Costello
Courtney Gersbach	Mikhaila Goldberg	Tina Joseph	Liang Lu
Carolyn Moralle	Elizabeth Patterson	Angela Polselli	Lisa Schwarcz
Michelle Spinazzola	Jessica Sullivan	Di Wu	Heather Lawler

Teacher Appreciation

Kate Gibbons	Abigail Hopkins	Carolyn Moralle	Elizabeth Patterson
Taraneh Thompson			

First Grade Book

Rutendo Muchinguri			

DEVON ELEMENTARY

Communications

Brendan McGeehan	Binh Nguyen	Angela Sipe	

Cultural Arts

Ashley Altomare	Natalie Finn	Patty Kang	Debbie McKetta
Raquel Parkes	Kerry Reed	Glenn Sarsale	Ami Shah
Tiana Walters			

Third Grade Field Trip

Ashley Altomare	Christine Brown	Claudia Carfagno	Stephen Carrochi
Ashley Dunegan	Aileen Fletcher	Nooshi Hashemi	Katie Hirt
Allison Morris	Nikki Nelson	Chelsea O'Rourke	Lisa Perry
Matt Rovine	Katherine Scott	Karen Skidmore	Mei Hong Tang

Fourth Grade Field Trip

Christin Brackett	Kristen Breslin	Krishnaveni Deenasekaran	Bernadette D'Emilio
Tara Donnelly	Matthew Douglas	Julia Forman	Lauren Gallagher
David Gannaway	Brooke Goldstein	Leah Hamill	Flora Kurtz
Eric May	Michael Messina	Kasia Morris	Shawn Moser
Erin Moul	Susan Nowoswiat	Brian Podgajny	Cameron Provost
Matt Provost	Gnana Shekar	Colleen Shute	Valerie Staub
Adrienne Strickler	Susan Thomas	Matt Tiede	April Turoczi
Meg Wyks			

School Board

Kate Barry	Christina Brown	Tara Donnelly	Kelly Luciano
Brooke Goldstein	Cameron Prevost		

Spring Fair

Jenn Abrams	Lori Barletta	Christin Brackett	Christina Brown
Karen Burke	Molly Carter	Tara Charron	Emma Cloetingh
Carme Coll	Jasmine Crew	Paulina Dapena-Cherry	Tara Donnelly
Ashley Dunegan	Amanda Ford	Brooke Goldstein	Stephanie Hughes
Chloe Johnston	Jennifer Kampes	Steph Kobilka	Karl Kraft
Rita Leet	Sarah Lugar	Brooke McGlinn	Brittney McLaughlin
Kimberly Mendyka	Nikki Nelson	Susan Nowoswiat	Brian Podgajny
Jessica Podgajny	Matt Prevost	Katie Rafter	Carrie Reif
Abby Ryan	Richard Salazar	Stephanie Scanlan	Ashley Sheppard
Angela Sipe	Adrienne Strickler	Neha Talwar	Matt Tiede
April Turoczi	Robin Williams		

Kindergarten Field Day

Karin Brown	Strat Chrisanthon	Toan Huynh	Chloe Johnston
Patsy Krechel	Rita Leet	Sarah Lugar	Brendan Mcelrone
Katherine Mcelrone	Binh Nguyen	James Odea	Matthew Rovine
Richard Salazar	Stephanie Scanlan	Karen Skidmore	Xinyang Tang
Alisha Trocciola	Katelyn Watson		

Grades 1-4 Field Day

Jenn Abrams	Ashley Altomare	Maggie Barnes	Mike Barry
Christin Brackett	Kristen Breslin	Christina Brown	Karin Brown
London Brown	Sasha Buckwalter	Karen Burke	Julie Cady
Stephen Carrochi	Brady Carter	Molly Carter	Lana Chin

Heather Corkery	Alison Craskey	Allison D'Anjou	Bernadette D'Emilio
Chloe Deterick	Steven Disciullo	Tara Donnelly	Saanjh Dubey
Carme Coll Ferrer	Aileen Fletcher	Ed Gallagher	Lauren Gallagher
David Gannaway	Ryan Geib	Christina Gibbs	Heather Glazer
Gertrude Gotore	Eric Hellberg	Allison Hesterman	Jordan Hesterman
Katie Hirt	Kelly Jones	Shireen Kanaan	Jasper Kang
Ravneet Kaur	Patty Kimmel	Harper Ko	Karl Kraft
Deepa Krishnan	Hongtao Liu	Gabrielle Loureiro	Kelly Luciano
Katherine MacLean	Maureen Manfrey	Elizabeth Mason	Gail Mattis
Richard Mattis	Jason Matz	Andrew McKairnes	Kimberly Mendyka
Lori Messina	Michael Messina	Renata Miguel Benac	Katelyn Molnar
Catherine Morris	Chris Morris	Shawn Moser	Erin Moul
Kelly Napier	Nikki Nelson	Brad Nelson	Taylor Nikpour
Susan Nowoswiat	David Ogleton	Sadie Ogleton	Chelsea O'Rourke
Huynh Pham	Carrie Reif	Greg Reif	Ashley Sheppard
Meghan Shue	Adam Shute	Colleen Shute	Tim Sipe
Angela Sipe	Adrienne Strickler	Scott Strickler	Susan Thomas
Julia Tiede	Prachi Trivedi	Clare Tudge	April Turoczi
Ben Turoczi	Katelyn Watson	Megan Williams	Brent Winig
Josephine Winig	Meghan Wyks		

HILLSIDE ELEMENTARY

Kindergarten VIP (Student Of the Week)

Patrick Gillan

Kindergarten Guest Reader

Mariel DiMauro	Lindsay Friel	Garrett Harmon	Vinod Kumar
Jamie McCafferty	Swati Rawat	Omar Whitfield	

Grade 1 Guest Reader

Timothy Adkins	Sarah Brown	Alice Martinez	Lauren Merclean

Grade 2 Jump Rope for Heart

Emily Butler	Lindsay Martin Carlson	Kate Flynn	Deepa Gokulnath
Bridget Guarasci	Krista Jones	Sudha Gopi Krishna	Xuan Ko
Mark Marion-Landais	Matthew Margotta	Alison Oliver	Valerie Palazzo
Christina Gonzaga Perotti	Julia Quina	Kim Simmons	Jon Snyder
Siyu Wang	Erin Wood		

Grade 3 Guest Reader

Ade Ajibade	Sajid Khan	Jin Bai	Nicole Bligh
Jeremiah Glass	Kim Kubicek	Nandhini Sivakumar	Aslin Tressler

Grade 3 Field Trip

Nicole Bligh	Alexa Labresco	Lindsay McCraw	Vanessa Melvin
Aishah Miller	Molly Mulhern	Michelle Nagurney	Ed Patterson
Kathleen Schouten	Aslin Tressler		

Library

Katy Bishopric	Jill Culbert	Julia Fisher	Deepa Gokulnath
Yvette Hope	Morgan Long	Susanne Martin	Ariana Mason
Jamie McCafferty	Andrea Sinnamon	Kim Simmons	Corrie Stango
Liz Weber			

PTO

Liz Allgood	Toni Armstrong	Nicole Bligh	Sarah Brown
Samantha Butler	Suman Balachandran	Erika Cardamone	Megan Dieckhaus
Lauren Dougherty	Shelley Fisher	Kathy Freyhof	Katie Fuller
Deepa Gokulnath	Tiffany Garofolo	Amanda Greene	Allison Hartman
Yvette Hope	Michaela Johnson	Krista Jones	Janet Malin Morey
Emily Martino	Sridevi Mony	Brad Murphy	Maura Murphy
Alison Oliver	Annie Ramadan	Het Desai-Shah	Joe Silvent
Corrie Stango	Jenny Tak	Kathleen Thomas	Jen Trujillo
Alysa Zirilli	Mike Zirilli		

ELD

Martha Adler

NEW EAGLE ELEMENTARY

PTO Representatives

Becky Daly	Stacey Harbeson	Michele Hinken	Lauren Lentz
Julie Liberi	Gina MacNeill	Jenna Pereira	Michelene Taptich
Lauren Tiede	Katie Tzorfas		

PTO Committee

Brooke Alstein	Allegra Angus	Mary-Catherine Barrett	Elissa Benedette
Lindsey Brinkmann	Kelly Brower	Kate Carlson	Andrea Chowansky
Megan Costello	Casey Devlin	Katie Garayoa	Lauren Golden
Ruth Graziano	Alexandra Hindle	Beth Huertas	Kristen King
Kim Langston	Katie Lieb	Lauren Lentz	Alyson Lotman
Sarah Luccaro	Kathleen Lukes	Zariella Maloney	Rachel Miller
Angela Monger	Amanda Neill	Cynthia Olster	Elizabeth Pepe
Erica Repucci	Amy Roberts	Christine Toto	Kristin Toto
Cheryl Tourish	Kristen VanDeBoe	Liz Verde	Kirsten Walton

Homeroom Coordinators

Evan Benn	Jazmin Buchanan	Sarah Caffrey	Lindsey Carden
Kate Carlson	Andrea Chowansky	Jennifer Clerkin	Alison Diamond
Kate Ettingoff	Jocelyn Good	Elizabeth Griesser	Dana Hibbard
Alexandra Hindle	Michelle Larkin	Alex Malloy	Ashlee Milnes
Angelina Monger	EJ Pepe	Bridget Phillips	Amy Roberts
Lindsay Van Wagner	Kirsten Walton	Christine Yelovich	

Library Volunteers

Annie Baker	Monica Baribault	Mary-Catherine Barrett	Elissa Benedette
Stephanie Blaney	Lindsay Brinkman	Julie Burge	Sarah Caffrey
Kristi DeStefano	Kate Ettingoff	Catherine Flaherty	Laura Grill
Jocelyn Good	Alexandra Hindle	Beth Huertas	Alison Hunter

Elizabeth Landers	Van Le	Kelly Loscalzo	Sharelle Low
Sarah Luccaro	Brittany McCabe	Mirna Mejia	Rachel Miller
Ashlee Milnes	Amber Nathanson	Caitlin O'Donovan	EJ Pepe
Archana Ramachandra	Amy Roberts	Anne Roytman	Sara Serbun
Tara Sexton	Meg Shurak	Monica Smith	Julia Sturniolo
Kristin Toto	Nicole Tuohey	Brooke Weaver	Qiang Yang
Caimei Zhang			

Grade 3 Beekeeper

Gina Briscella	Michelle Dzendzel	Dhwani Joshi	Jamie Koch
Lauren Lentz	Kelly Loscalzo	Ashlee Milnes	Brad Nathanson
Priya Ratneshwar	Jon Tang	Christine Toto	Kristen VanDeBoe

Grade 3 Math Fair

Shinhae Ahn	Elissa Benedette	Stephanie Blaney	Gina Briscella
Julie Burge	Gisele Chud	Michael Crook	Weijian Diao
Taylor Doyle	Catharine Eleey	Kelly Esposito	Michele Fischer
Morgan Fischer	Cara Foran	Jocelyn Good	Elizabeth Griesser
Jamie Koch	Ilona Lacy	Kelly Loscalzo	Meghan McArdle
Ashlee Milnes	Elizabeth Pepe	Jeena Pereira	Erica Repucci
Shantell Scott	Sara Serbun	Meg Shurak	Julia Sturniolo

Grade 4 Party

Amanda Cannon	Kate Carlson	Maryanne Carroll	Bethany Corio
Shannon Crotty	Kate Ettingoff	Katie Garayoa	Melissa Hough
Alicia Lewis	Brett Maguire	Alison McElroy	Becky McLoughlin
Angelina Minger	Cynthia Olster	Greta Richter	Katie Tzorfas
Debbie Valsan	Lindsay Van Wagner	Kristen Vento	Kirsten Walton

Field Day

Ana Castillo	Shimma Abdulla	Amy Achord	Kiran Akhtar
Nasir Akhtar	Mike Alstein	Kate Masino	Allegra Angus
Annie Baker	Matt Balaban	Kelsie Balde	Mamadou Balde
Catherine Baldry	Ichard Baldry	Monica Baribault	Mary-Catherine Barrett
Jonathan Bartlett	Elissa Benedette	Ishita Bhavsar	Marsha Bierly
Chris Bradley	Laura Bramble	Gina Briscella	Leah Buchanan
Julie Burge	Greg Burns	Celeste Burns	Robin Butz
Sarah Caffrey	Ryan Caffrey	Melissa Calder	Lindsey Carden
Wendy Chan	Marta Charpentier	Eric Charry	Kristin Connell
Casey Connelly	Tina Connor	Marissa D'Agostini	Jacquelyne Devine
Weijian Diao	Lauren Dougherty	Taylor Doyle	Sarah Egoville
Catharine Eleey	Lisa Eppolito	Chuck Eppolito	Kate Ettingoff
Stephanie Ference	Kyle Fernly	Joe Fields	Michele Fischer
Cara Foran	Jessica Forcine	Anne-Laure Gallot	Charity Fraser
Sarah Friel	Siu Fung	Deepti Galos	Brian Garayoa
Katie Garayoa	Megan Goldman	Julie Golembiewski	Jocelyn Good
Mark Griffin	Cheryl Gutshall	Krystal Ham	Chelsea Harris
Stacey Havlik	Dana Hibbard	Michele Hinken	Melissa Hough

Beth Huertas	Josh Hunter	Bahar Jahanbin	Dhwani Joshi
Lama Kahhal	Russell Kalbach	Sarah Kendall	Ankita Kharya
Frank Kish	Laura Kish	Jamie Koch	Maria Kronyak
Elizabeth Landers	Michelle Larkin	Heesuk Lee	Kimberly Lemli
Lauren Lentz	Lei Li	Xiaowen Li	James Liberi
Bill Liva	Savannah Long	Alison Loomis	Rich Loomis
Steven Loscalzo	Pu Luo	Katie Ly	Greeshma Manomohan
Laura Marinakos	Kelli Mayes	Meghan McArdle	Brittany McCabe
Alison McElroy	Sara Murray	Nidhi Naik	Amber Nathanson
Charlotte Neser	Abby Niznik	Carlos Perez	Alex Pfeffer
Yuhan Ralph	Archana Ramachandra	Krista Regaldi	Hannah Rodriguez
Brittany Rosenbaum	David Rosenbaum	Evan Roskos	Shantell Scott
Sara Serbun	Erin Lee Shelly	Norman Henry Shelly	Jeff Shurak
Monica Smith	Aaron Springer	Julia Sturniolo	Kristen Sweet
Siqi Tang	Jon Tang	Stephanie Tang	Ben Tiede
Lauren Tiede	Jeff Tirney	Katie Tzorfas	Debbie Valsan
Thuy Van Le	Lindsay Van Wagner	Molly Van Roden	Kristen VanDeBoe
Kristen Vento	Maureen Vitris	Kirsten Walton	Jenny Wei
Jing Wei	Jennifer Welsh	Erin Willis	Kelley Wolfington
Richard Wolfington	Christine Yelovich	Mark Yoder	Yun Ya Zhang
Hafida Zitouni-Sadouki			

VALLEY FORGE ELEMENTARY

Birthday Board

Lauren DiFelice

Eyes of a Child and Lobby Decorating

Claudine Cederroth	Margaux Kline	Deepti Naresh	JJ Patwari

Library

Lauren Bauer	Jessica Burgess	Alissa Cerny	Lauren DiFelice
Lesley Farrell	Svanborg Gudmundsdottir	Karin Hellberg	Shuting Huang
Kate Ineson	Tola Jordan	Shannon Klagholz	Sojung Lim
Laura Lynds	Stacy McAllister	Andi McKeown	Ashley Means
Wendy Neo	Sarah O'Brien	Jena Riley	Lauren Satchell
Amanda Whitehead	Jungsook Yoon		

First Grade Field Trip

Ilya Boytsov	Tim Buckman	Meghan Butryn	Teresa Carras
Octavia Caulder	Fatima Chaudhry	Xi Chen	Wendy Cooper
Tara Durkot	Lesley Farrell	Nina Finlayson	Jill Glessner
Christina Grabowski	Solveig Hakonardottir	Peter Helberg	Jeanne Hong
Carrie Horton	Marie-Ange Huchard-Chaville	Naja Javaid	Rachael Labensky

Manzoor Maqbool	Andiswa McKeown	Ashley Means	Michelle Minutella
Kelly Mistry	Catherine Morris	Mohamed Mosalem	Deepti Naresh
Katie Proudford	Whitney Restivo	Deborah Ritter	Mark Sabat
Sophia Shelanski	Jian Sun	Sarah Wallace	Xinyi Wu
Orly Yonaev			

Fourth Grade Field Trip

Aisha Abudu	Stacey Barry	Meghan Butryn	Claudine Cederroth
Carrie Cottone	David Galbraith	Stephanie Harris	Jeanne Hong
Margaux Kline	Jennifer Lazar	Teresa Mullane	Wee-Siang Neo
Sylvia Ranalli	Deborah Ritter	Erika Roselli	Mark Sabat
Chris Wallace	Harlia Yalamanchi		

Field Day

Victoria Bodnar	Jeffrey Brenner	Lisa Griffin	Kristen Hager
Kristen Hipolit	Jennie Meltzer	Rebecca Navarro	Lauren Schell
Heather Van Thuyne	Pamela Zakielarz		

Cultural Arts

Shannon Klagholz

Yearbook

Tola Jordan	Margaux Kline	Jena Riley

Fourth Grade Party

Katie Egan	Heather Manifold

Executive Board

Christina Bair	Padmavathi Bhagavathula	Ruth Chu	Chris Dautrich
Karin Hellberg	Tola Jordan	Ikuko Karacsony	Pooja Kaushik
Shannon Klagholz	Margaux Kline	Chen Yi Lin	Kara O'Brien
Ashlee Oliver	Ria Parsard	JJ Patwari	Jessica Rennard
Jena Riley	Lauren Weigl		

T/E MIDDLE

Art

Rita Thompson

PTO Board

Susan Chronister	Akhila Gautam	Ted Kim	Sarabeth Krulock
Janet Malin	Lindsey MacGruer	Kristina Phipps	Laura Reilly
Deepti Singh	Kate Wang		

PTO Committee Chairs

Sam Butler	Laurie Doyle	Beth Fogarty	Jessica Melniczak
Kate Miller	Kerry Reed	Stephanie Sobel	Amanda Wollick
Karen Zamperini			

PTO Volunteers

Ashley Bushnell	Natalie Finn	Kathy Freyhof	Alicia Mendicino
Cara Rash	April Turoczi		

VALLEY FORGE MIDDLE

PTO Officers/Volunteers

Sibel Aras	Jackie Banister	Lindsay Belzer	Shobha Bhojwani
Lesley Briante	Lesley Farrell	Sahar Ghani	Tim Hennessey
Tola Jordan	Jing Kerchner	Rachel Kramer	Daisy Lac
Benny Kurniawan	Jessica Littleton	Kamna Lohano	Sandra Mahar
Josie Masella	Joann Mayo	Amanda Miller	Shirley Osborne
Jena Riley	Amy Saylor	Soumya Roy	Kate Vasudevan
Anne Woodcock			

CONESTOGA HIGH

Main Office

Pamela Aviles	Anaid Calvitti	Susan Canas	Saanjh Dubey
Beth Fogarty	Amanda Ivory	Kate Miller	Autumn O'Reilly
Kristina Phipps	Leah Raup	Nick Raup	Nikole Salata
Lindsey Weber			

Student Services

Saanjh Dubey	Margaret Mackenzie	Patty Neeb	Caroline Small

Class Chairs

Tricia Jennings	Amy Lange	Autumn O'Reilly	Nikole Salata

Reflections

Stacy Albert	Christina Arnault	Beth Breault	Amy Cava
Valerie Cheng	Meg Cranford	Stephanie Crill	Shilpa Gandre-Babbe
Heyreoun An Han	Rachel Kramer	Anita Lalloo	Katie Lenehan
Tiffany Leong	Terri MacDonald	Vasavi Marabathula	Erica McReynolds
Christine Miller	Kelly Myers	Mike Neeb	Patty Neeb
Kristina Phipps	Maura Redmond	Nikole Salata	Claudia Sandoval
Carie Shingleton	Deepti Singh	Catrina Smith	Mark Szpila
Yanping Xiong	Cara Wiechecki	Yunhua Zhang	

EDR Recommendations for the 2026-27 School Year
The Board of School Directors confirmed the administrative recommendations for the positions listed below for the 2026-27 school year at the stipends set forth below.

Activity	**Name**	**Stipend**
Audio recording all 2026-27 School Board Meetings & Board Committee Meetings for Education, Facilities, Finance & Policy	John Short	$7,679.80
Video recording for half of all 2026-27 Board Committee Meetings for Education, Facilities, Finance & Policy	Shawn Goff	$3,471.69
Video recording for half of all 2026-27 Board Committee Meetings for Education, Facilities, Finance & Policy	Kevin Hughes	$3,471.69

2026-27 Hourly Wage Rates for the Tredyffrin/Easttown School District Non- Instructional (Support Personnel) Temps/Subs
The Board of School Directors approved the Tredyffrin/Easttown School District Non-Instructional (Support Personnel) Temps/Subs hourly wage rate for the 2026-27 school year as listed.

2026-27 Hourly Wage Rates
T/E Temps/Substitutes

Security	$18.41
Health Room Nurse	$28.74
Secretary	$28.74
General Kitchen Worker	$17.27
Custodial	$17.27
Maintenance (General)	$18.41

2026-27 Hourly Wage Rates for Teacher Aides, Paraprofessionals, Evening School Suspension Monitors (Secondary Schools), District Summer Crew

The Board of School Directors approves the hourly wage rates for teacher aides, paraprofessionals, evening school suspension/monitors (secondary schools) and District summer crew for the 2026-27 school year as listed:

2026-27 Hourly Wage Rates
Teacher Aides, Paraprofessionals, Evening School Suspension/Monitors
(Secondary Schools), District Summer Crew

Teacher Aides (Instructional/Clerical)	$17.54
Paraprofessionals	$25.60
· Science Aide (Elementary)	
· Reading Support (including BRIDGE and Early Intervention)	
· Applied Technology Aides (K-12)	
· Special Education Support	
· Paraprofessional	$24.59
· Para Educator	$18.68
Evening School Suspension Monitor (Secondary Schools – Certificate Required)	$26.22
Crossing Guard	$19.45
Summer Crew (General Seasonal)	
1st year (starting)	$15.07
2nd consecutive year	$15.61

Contracted Services for the 2026-27 School Year

The Board of School Directors approved the following vendors to provide services during the 2026-27 school year:

Contractor	Description of Work	2026-2027
2 Be Social, LLS (Tara Trievel)	Social Skills Services	$60 per 30-40 minutes for virtual sessions; $200 for 1st hour (includes travel time) of attending IEP; $50 each additional hour
Dr. Susan Anderer	Conduct Psychological Evaluations for T/E students	$5,600/evaluation
Axelman Speech, Language & Learning	Conduct Independent Speech/Language Evaluations	$275/hour
Stephanie Campitelli	Homebound/IEP Tutor	$55/hour
CHOP Gender & Sexuality Development Program	Consultation with District Professional Staff	Variable

Come Alive Communications, Inc	Language Translation Services	Variable
Community Integrated Services, Inc	Obtain Community Based Employment for Students with Disabilities	$88/hour
Deaf-Hearing Communications	American Sign Language Interpreter	Regular Assignments: $90/hour; Specialty Assignments $125/hour, Legal Assignments $135/hour; On-Call Emergency Service: double regular hourly rate
Scott DeLone	Homebound Tutor	$55/hour
Developmental Neuropsychology Associates, PC, (Dr. Mary Lazar)	Conduct Psychological Evaluations for T/E students	IEEs (to include a school observation) $5,600; Neuropsych Eval - $5,040 (additional $350 for a school observation in person), Attendance at meetings $250 virtual; $350 in person; consultation for parents $200
Antoinette Drill	ACCESS Medical Reviewer	$60/hour
Dr. Timothy Edge	Conduct Psychological Evaluations for T/E students	Therapy $200/hour; IQ testing - $400; full battery of testing $3,500; Independent Educational Eval $4,200
Educere, LLC	Homebound Tutoring Services	$499 to $999 for full year course; $249.50 to $499.50 for 1/2 year course; $39 per week for homebound; $245-$350 for abbreviated Course
EmpowerED (Jenna Rufo)	Professional Development of Essential Curriculum	Coaching/Consultation $275/hour; Half-day professional development session 1 trainer - $3,200
Ethos Treatment	Bilingual Intake; Adolescent Treatment Groups	$195 per intake
Dr. Sara Fried	Psychological, Neuropsychological Testing	$200-$750/hour per Psych or Neuropsych $2,800 - $4,500 per evaluation
Dr. Holly Hedrick	Oversee MA Services for Reimbursement	$10/ IEP
Dr. Kristen Herzel	Conduct Neuropsychological Evaluations	$4,950 for all school evals
Ideal Cultural Lab	Provide Individual and Team Executive Coaching for Staff	Individual Coaching: $200/hour or $1,000 for 4 session package. Group Presentation: $5,000/day
International CPR Institute	CPR/First Aid Training for PCA's	First aide & CPR $17/hour; First Aid & CPR (pediatric) $22/hour; CPR/AED/First Aid Combo Course $32/person

Kencrest Consultants	Start/Circle Program	$3,600 for 10 weeks Behavior Support $25/unit
Kesselman Clinical Assoc.	Provide Counseling Services	Practice Rates: Initial intake- $285; Individual Session $255; Family Session $255; Group Session $115; School observation/meeting $650: **Dr. Kesselman Rates:** initial intake $400 for 1 hour $300 for 45 min follow-up; Individual Session $270; Family Session $270; Group Session $95; School Observation/meeting $525
Carla Kline	Spanish Interpreter Both In Person and Virtual	$35/hour in-person or virtual (2 hour minimum) plus $20 travel round trip for in-person, $8.75 per 15 minutes over 2 hours
Language Services Associates	Language Translation and Interpretation; Document Translation	Variable
Dr. Bernie Logan	Provide dental screening services	$100/hour
Main Line Rehabilitation Associates, Inc.	Provide cognitive rehabilitation therapy to students with special needs	$175/session
Medley Mesaric Therapy (Lynn Medley)	Speech/Language Therapy Services	Therapy (1:1 or group) $160/hour; Consult $170/hour; Evaluations $4,250
Karen Moon	Licensed Clinical Social Worker	$150/hour
National CPR Foundation	CPR/First Aid Training for Staff	CPR/AED/First-Aid Certification: $14.95 with variable group discount
Neuropsychological & Education Clinic (Dr. Karen Kelly)	Conduct Neuropsychological Evaluations	$5,300/evaluation with observation
Dr. Emily Perlis	Conduct Neuropsychological Evaluations	$4,800/evaluation (includes school observation)
Peter's Place	Provide Consultative and Grief Counseling Services for District Students, Staff and Community	Variable
Reynolds Develin Speech Services	Speech Services	$85/hour
Dr. Michele Robins	Conduct Psychological Evaluations for T/E Students	$4,500/evaluation
Roxanne Roche	Homebound, IEP Driven and 504 Tutoring	$55/hour
Valerie Ross	School Psychologist Consultation	$1,000/day
Dr. Jessy Sandoval-Barrett, MD	Conduct Risk Assessments and Psychological Evaluations	$375/hour

Dr. Kara Schmidt	Conduct Neuropsychological Evaluations	$5,600/evaluation
Arben Seva	Document Translation	Variable
Ellen Smith	Homebound Tutor	$55/hour
Dr. J. Stone - The Center for Neuropsychology & Counseling	Conduct Neuropsychological Evaluations	$350/hour
TIM Academy	Consultative Services for Children with Autism	$265/hour direct consultative; $155/hour indirect services
Renee Vardouniotis	Speech/Language Therapy Services	$200/hour
Variety Club Camp	ESY Camp Services	Variable
Identity Automation	Technical and Professional Services	$250/hour
Radius Systems Technology	Technical and Professional Services	Services Installation Technician $128/hour; Service Tech $172/hour; Engineer $190/hour; Project Manager $190/hour; Tech Services Manager $194/hour
Saltant Solutions	Network Consulting	$200/hour Network Architect and general consulting; $120/hour Network Engineer
Optiv Security	Technical and Professional Services	Reg Business Day $347/hour; After Business hours & Saturday $520.50/hour; Sunday $520.50/hour plus travel
3 B Services	Boiler Service/Repair	Service Tech $110/hour Boilermaker, Certified Welder $115/hour Apprentice $65/hour
A.W. Lookup Corporation	Structural Engineering	Principals $225/hour, Engineers $155/hour, CAD Drafters $110/hour, Clerical $75/hour. expenses 1.0xcost
Ace Limousine	Transportation	Variable
Advanced Air Service Group	Kitchen Hood Cleaning	$8,450/year
Airflow Experts (AEI)	Airflow Balancer	Variable
ARMM Associates, Inc.	Roofing Services	General Roof Consultation Fee $175/hour, Registered Architect Fee: $250/hour, Construction Monitoring $110/hour
ATIS Elevator Inspections	Elevator Inspections	Variable
Batta Environmental Assoc. Inc.	Asbestos Testing	Variable
Stephen Bayus	Assistant to the Clerk of the Works, Field Monitor, Construction Security	Radon- $45/hour; Summer Security $33/hour; Fields $25.00/hour; Desk Work $21.91/hour
C&M Refrigeration	Refrigeration Repairs	$105/hour
CADY	Senior Portraits Service	No fee

Carmondy & Associates	Real Estate Appraisers and Consultants	Variable
Chester Valley Engineers, Inc.	Land Use/Athletic Field; Civil Engineering	Prin Engineer: $195/hour Prin Supervisor $165/hour Project Manager $150/hour Survey Crew: $165/hour CADD Tech $115/hour; Project Engineer: $125
Custom Chemistry Solutions	Water Treatment Services	$8,800 per year
Coyle, Lynch and Company	Valuation Advisory Services	Variable
David Blackmore & Associates, Inc.	Geotechnical Services	Variable
Environmental Control Systems	Environmental Engineers and Consultants	Variable
Fels Supply Co.	Window/Blinds Repair	Solar Shades- $7.25/square foot for Vertilux; Miscellaneous Window Materials cost plus %15; Labor $175/hour
Fox Rothchild - Randall Schauer, Esq.	Tax Appeal and Student Hearings	$325/hour
Goose Squad, LLC	Geese Removal	$825/month
John Rockwell Hosbach, Jr.	Arborist	$125/hour
Interstate Maintenance Co.	General Janitorial Manpower	Supplementary/Substitute Cleaner $26/hour; OT rate $39/hour
Johnson Controls, Inc.	Air Conditioning Service	Variable
Joseph B. Callaghan, Inc	Engineering Consultant	President $330/hour; COO/Dir of Eng $280/hour; Principal $260/hour; Sr. Project Mgr. $210/hour; Project Mgr. $190/hour; Sr. Project Engineer $170/hour; Project Engineer $160/hour; Staff Engineer $150/hour; Intern $95/hour; Administrative $85/hour
Keystone Protection Industries	Fire Alarm System Service	Variable
Krapf Coach	Transportation	Variable
L. J. Paolella Construction	General Construction Services	Carpenter $80/hour, Carpenter Helper $60/hour, Laborer $55/hour
Lamb McErlane PC	Bond Counsel	Variable

Lukens & Wolf	Real Estate Appraisers & Consultants	Richard Wolf, MAI, CRE $450/hour Reaves Lukens, III, MAI, CRE- $450/hour, Richard Hideck - $300/hour; David Koczieka MAI- $225/hour; Licensed appraisers $200/hour Research/Appraiser Assistant/Admin $100 - $150 per hour
Mac Flooring	Resilient Floor Repair Services	Variable
Management International	Environmental (Asbestos re-inspections)	Variable
PAC Industries	Commercial Washer Services	$165 regular time; $247.50 OT; plus trip charge
Pennoni Associates	Engineering Consulting Services	Senior Principal $360; Principal Professional $300; Senior Professional $262; Project Professional $242; Staff Professional $232 Associate Professional $216; Graduate professional $188; Technician III $168; Technician II $158, Technician I $144; Survey Crew $338; Senior Field Technician $178; Field Technician $140; Laboratory Technician $124; Building Code Official $146; Project Assistant $108
Philip Brothers Electrical Contractors	Rental of Transformers, High Voltage Cable Repair, Circuit Breaks, Switches	Variable
ProAsys	Water Treatment Services	$8,805/year
RGS Associates	Landscape Architecture	Principals: $170-$210/hour; Senior Designers/Planners: $115-$150/hour; Project Planners & Landscape Architects: $90-$1250; Administration: $70-$120/hour
Rogers Mechanical Company	Plumber/HVAC/Sheet Metal	$68.75/hour reg time;$86.30/hour after hours, $92.60/hour Saturday & Sunday, $78/hour HVAC, $109.25/ after hours
Saratoga Advisors Group, LLC	Investigative/Surveillance Services	$125 - $165/hour
Saul, Ewing, Remick & Saul, LLP	Special Assignment Attorney; Partners, Paralegals & Associates	Senior Attorney $365/hour; Jr. Attorney $295/hour
School Operations Service Group	Food Service Consulting Services	$125/hour
Shapiro Fire Protection	Kitchen/Fire Extinguishers	Variable

Southampton Window Cleaning	Supplemental Custodial Services	$55/hour $65/hour for OT
Sundance Associates	Demographic Study	Senior Consultant $125/hour, GIS Tech $100/hour, Research Associate/Analyst $75/hour
Sweet, Stevens, Katz & Williams, LLP	Legal	Attorneys: $210/hour, Legal Assist $150/hour, Attorney-non-routine matters $230/hour and Legal Asst. non-routine matters $160/hour
The Ceramic Shop	Kiln Service/Repair	Variable
Tozour-Trane	Air Conditioning Services	Variable
Tri-M Building Automation Systems	Energy Management	Service Technician $185/hour; OT $246/hour, Double Time $306/hour; Project Engineer $195/hour; Project Manager $195/hour; Software/Integration Engineer $247/hour
Vector Security	Fire/Burglar Alarm Monitoring	Fire Monitor Agreement $6,165.52; Burglar Service Agreement $6,356.18
Specialized Elevator Corp.	Elevator Services	$9,000/year, $230/ hour
African American Museum of Philadelphia	Education Workshop	$350/session
African American Studies Consultations -Temple University (Christopher Amari Johnson	African American Studies Consultation	$550/lecture
American Red Cross	CPR & First Aid Training	$31/Student Certification & $315/Instructor Training
Jane Anthony	Reading Evaluations & Training	$90/hour
Sarah-SoonLing Blackburn	Presentation and Work with Approximately 75 Students and Staff	$750/hour of Virtual Facilitation Including Design and Planning Time, Plus standard travel fee of $1,200
Joyce Cappelletti	Reading Assessment and Staff Development	$110/hour
Collabovate Consulting (Krischanna Roberson)	Presentation and Work with approximately 60 Staff Members	$350/virtual hour and $7,000/day plus travel expenses
Sean M. Daley	American Indian Studies	$500 per 1/2 day; $1,000 full day
Delaware County Community College	Educational Training Class	$240 per student
The FulPhill Company	Speaker/Workshop Facilitator for Student Leadership Groups	$650/session
Mary Beth Humbert	Educational Consultant	$115/hour

Museum of the American Revolution	Professional Development	$1,050/day
Philadelphia Museum of Art	Educational Workshops	$500/session
Race-Work LLC (Lori A. Watson)	Presentation and Work Middle and High School Students	$9,000/day plus travel and lodging; $4,500/day plus travel and lodging
Gina Urbina	Translation and Interpretation Services for Spanish Speaking Families	$35/hour
Lucille B. Washington	Speaker/Workshop Facilitator	$500/workshop
Michael Wong	Educational Consultant	$80/hour
Glady S. Fenichel, MD	Independent Psychiatric Evaluation	$500/hour
McNees Wallace & Nurick, LLC,	Legal Services	Collective Bargaining and related matters $245/hour; Blended rate for hearing officer work $210/hour
Tom Hughes	Substitute Administrative on Special Assignment	$663.89/day
Lancaster-Lebanon Intermediate Unit 13	Processing of Act 168 Form for New Hires	$5/per applicant
Thom Stecher & Associates	Consulting Services	Full day not to exceed $2,000; Half-day not to exceed $1,500
Tom Tobin	Substitute Administrator on Special Assignment	$663.89/day

Administrative Stipends for the 2026-27 School Year
The Board of School Directors approved the following administrative stipends for the 2026-27 school year.

Administrator	Coordinator	Stipend
Stephanie Demming	Elementary Coordinator	$5,802
Wendy Towle	Enrollment Coordinator	$5,802
Matthew Sterenczak	Elementary Scheduling	$5,802

Year 2026 Math Aspire Program
The Board of School Directors approved the staff members listed, at the following rates, to conduct the 2026 Math Aspire Program.

Teacher: $55/hour Coordinator Stipend: $2,500

Teacher	Coordinator
Emily Beisswenger	Matthew Parker (.5 split)
Edward J Brandt	Kathleen Plunkett (.5 split)
Kirsten Bortz	
Margaret Kravitz	
Richard Smith	
Katherine Vander Neut	

Year 2026 STEM Program
The Board of School Directors approved the staff members listed, at the following rates, to conduct the 2026 STEM Program.

Teacher: $50/hour Coordinator Stipend: $2,500 Greeter: $18.67/hour

Teacher	**Coordinator**	**Greeter**
Laura Buchanan	Donna Greene	Karen Kowalski
Porsche Davis-Taylor		
Michele Houghton		
Sarah McKenzie		
Wendy Prothero		
Alexandra Thompson		

Agreement with Masterpiece Multimedia
The Board of School Directors approved the one-year agreement with Masterpiece Multimedia and the Tredyffrin/Easttown School District for services set forth in TV Studio Engineer Job Description for the first 740 hours at a cost not to exceed $56,013.33.

Updated 2026 Classroom and Supplemental Textbook List
The Board of School Directors approved the updated 2026 Classroom and Supplemental Textbook List. Use this link to view textbook lists: https://www.tesd.net/fs/resource-manager/view/a4d5724a-dda4-4755-ad2c-7f9cd1c94557

Appointment of Insurance Broker of Record for the 2026-27 School Year
The Board of School Directors appointed the firm of Willis Towers Watson Northeast, Inc. to serve as the Insurance Broker of Record for the year July 1, 2026, through June 30, 2027.

Appointment of Depositories for the 2026-27 School Year
The Board of School Directors approved Fulton Bank, PLGIT and PSDLAF to serve as depositories for the Tredyffrin/Easttown School District for the year July 1, 2026 through June 30, 2027.

Chester County Intermediate Unit Bids for the 2026-27 School Year
The Board of School Directors authorized the District to use the following CCIU Bids for the 2026-27 school year.

CCIU Itemized Bids

2% Bio Diesel, ULSD, Fuel Oil & Gasoline	Apple Computer Bid	Asphalt, Resealing, Line Painting	Athletic Equipment
Binder Combs & Laminating Film	Concrete	Copy Paper	Custodial Supplies & Equipment
Disposal of Waste Chemicals	Elevator Preventive Maintenance	Playground & Landscape Mulch	Propane
Trash Removal & Recycling Services	Trash Liners/Bags		

CCIU Percent Discount Bids (Multiple Vendors Awarded)

Animal Science	Art Supplies & Equipment	Athletic & Phys Ed Supplies & Equipment	Audio-Visual/Technology Supplies & Equipment
Automotive Equipment & Supplies	Books-Buy & Sell-Textbooks, Library Books, Used Books	Carpentry & Painting Equipment Tools & Supplies	Cosmetology & Barbering Supplies & Equipment
Electrical Supplies	Family/Consumer Science & Culinary Arts Supplies & Equipment	Furniture – Office & School	General Office & School Supplies

Instructional Materials & Teacher Resources	Janitorial & Maintenance Supplies & Equipment	Library Supplies & Equipment	Medical & Nursing Supplies & Equipment
Musical Instruments & Sheet Music	Plumbing Supplies	Printing & Graphic Arts Supplies & Equipment	Promotional Products, Gifts/Awards, Apparel
Science Supplies, Equipment & Furniture	Seeds & Fertilizers	Specialized and/or "Hard to Categorize" Supplies, Equipment & Rentals	

Cooperative Purchasing Agreements
The Board of School Directors authorized the District to use the following Cooperative Purchasing Agreements for the 2026-27 School Year.

Intermediate Unit Contracts	**State & Regional Consortiums Contracts**	**National Contracts**
Chester County Intermediate Unit	COSTARS	Buy Board
Bucks County Intermediate Unit	Collaborative Purchasing Solutions (CPS)-IU13	Equalis Group
Central Susquehanna Intermediate Unit	Pennsylvania State Contracts	Federal Schedule 70 & GSA – US General Services Administration
Lancaster Lebanon Intermediate Unit	Pennsylvania Training & Technical Assistance Network (PATTAN)	KPN- Keystone Purchasing Network - CSIU
Montgomery County Intermediate Unit	Southeastern Pennsylvania Buying Group	National Association of State Procurement Officials (NASPO)
	Tri State Schools Buying Group	PEPPM- Technology Bidding and Purchasing Program - CSIU
		Omni Partners • Formerly National Intergovernmental Purchasing Alliance • Formerly U.S. Communities
		• Formerly Association of Educational

		Purchasing Agencies • Formerly the Texas Cooperative Purchasing Network (TCPN)
		Sourcewell • Formerly National Joint Powers Alliance (NJPA)
		The Interlocal Purchasing System (TIPS)

Agreement with Montgomery County Intermediate Unit
The Board of School Directors approved the agreement between Montgomery County Intermediate Unit and the Tredyffrin/Easttown School District for services related to filing our Category 1 and Category 2 E-rate submissions in an amount not to exceed $10,000.

Acceptance of Gifts
The Board of School Directors accepted with pleasure and appreciation the following donations:

The following donors have donated to the Food & Nutrition Services Department with a total value of $1,159.82

Sridevi Akshayapatra	Monica Arellano	David Arnold	Pamela Aviles
Gretchen Barnes	Meg Burgo	Marisa Campbell	Anna Cassidy
Elaine Chiang	Young and Stacey Chong	Michael Cowgill	Reinier Daams
Michael Dieterle	Mia Dotzel	Alison Dyer	Megan Edwards
Toban Emmanuel	Meg Franceski	John Friel	Sarah Garcia
Chris Gomez	Mojgan Ghesmati	Ralph Ivory	Sharath Babu Jayagopal
Juliana Jernigan	Douglas Jones	Sun Lee	David Lenehan
Shuguang Liang	Anthea Lin	Zong Lin	Lian Qing Liu
Zayan Aflab Malik	Smita Manoj Nair	Ashok Pachaiappan	Maria Pineda
Judy Qiu	Tiffany Roibu	Dawn Ryan	Donna Sauder
Kim Hendrix Scheidt	Gonzalo Simon	Ekta Sinha	Craig Smith
Andrew Snyder	Beth Stanfield	Dinesh Stanislaus	Neal Sule
Barbara Todd	Heather Tornvall	Erin and Anthony Traineau	Sandra Urtishak
Sravanthi Vagvala	Juan Vallejo	Stacy Warkentine	Jinyong Wee
Yanping Xiong	Lianxue Yan	Colin Zhang	

Educational Services Agreement
The Board of School Directors approved an Educational Services Agreement for a District student with special needs. This agreement covers reimbursement for educational services for the Extended School Year 2026, at a total cost not to exceed $4,122.

Contracts with Approved Private Schools
The Board of School Directors approved a contract between an Approved Private School and the Tredyffrin/Easttown School District to provide mandated services for a District student. This contract covers the Extended School Year from July 6, 2026, through July 29, 2026, at a total cost of $8,640.

The Board of School Directors approved a contract between an Approved Private School and the Tredyffrin/Easttown School District to provide mandated services for a District student. This contract covers the Extended School Year from July 6, 2026, through July 29, 2026, at a total cost of $15,082.56.

The Board of School Directors approved a contract between an Approved Private School and the Tredyffrin/Easttown School District to provide mandated services for a District student. This contract covers Extended School Year from July 6, 2026, through July 29, 2026, at a total cost of $8,640.

The Board of School Directors approved a contract between an Approved Private School and the Tredyffrin/Easttown School District to provide mandated one-to-one services for two District students. This contract covers Extended School Year 2026 at a total cost not to exceed $18,118.80.

The Board of School Directors approved a contract between an Approved Private School and the Tredyffrin/Easttown School District to provide mandated services for a District student. This contract covers Extended School Year from June 25, 2026, through July 30, 2026, at a total cost of $16,700.

The Board of School Directors approved a contract between an Approved Private School and the Tredyffrin/Easttown School District to provide mandated services for a District student. This contract covers Extended School Year from June 25, 2026, through July 30, 2026, at a total cost of $16,700.

The Board of School Directors approved addendums between an Approved Private School and the Tredyffrin/Easttown School District to provide mandated services for six (6) District students. These addendums cover the Extended School Year 2026, at a total cost of $50,400.

The Board of School Directors approved a contract between an Approved Private School and the Tredyffrin/Easttown School District to provide mandated services for four (4) District students. These contracts cover the 2026-27 school year, at a total cost of $266,560.

The Board of School Directors approved an addendum between an Approved Private School and the Tredyffrin/Easttown School District to provide mandated services for four (4) District students. These addendums cover the Extended School Year 2026, at a total cost of $40,148.

Agreement with Aveanna Healthcare Legal Entities
The Board of School Directors approved an agreement between Aveanna Healthcare Legal Entities and the Tredyffrin/Easttown School District to provide healthcare and aide services to District students on an on-going basis.

Agreement with Judge Technical Services, Inc.
The Board of School Directors approved the agreement between Judge Technical Services, Inc. and the Tredyffrin/Easttown School District to provide healthcare and aide services to District students for the 2026-27 school year.

Agreement with EI US, LLC d/b/a LearnWell
The Board of School Directors approved the agreement between EI US, LLC d/b/a LearnWell and the Tredyffrin/Easttown School District to provide educational services to District students for the 2026-27 school year.

Agreement with Personal Health Care, Inc.
The Board of School Directors approved the agreement between the Personal Health Care, Inc. and the Tredyffrin/Easttown School District to provide healthcare and aide services to District students for the 2026-27 school year.

Authorization of Diploma
The Board of School Directors granted a Conestoga High School diploma to a student who fulfilled all requirements for graduation as of June 2026.

2026 PSBA Delegate Assembly Appointment
The Board of School Directors appointed Kenneth Hong and Dr. Julie K. Mesaros to attend the 2026 PSBA Delegate Assembly on behalf of the Tredyffrin/Easttown School District Board of School Directors on November 7, 2026.

Policies Recommended for Second Reading
The Board of School Directors adopts the following policy:
Policy 5461: Maintaining Appropriate Boundaries with Students
Policy 6195: Title I Parent/Family Engagement
Policy 7040: Use of District Facilities
Policy 7041: Use of District Facilities – Teamer Field
Policy 7042: Use of District Facilities – The Valley Forge Elementary School Tennis Courts

Maryann Piccioni moved, then the motion was seconded, that the Board of School Directors approve the Consent Agenda.

The motion passed 9-0.

Priority Discussion/Action
Adoption of the 2026-2027 Final Budget
The Board of School Directors for the Tredyffrin/Easttown School District adopted the following resolution that pertains to the approval of the 2026-2027 Final Budget submitted by the District's administration:

WHEREAS, a Final Budget for the 2026-2027 school year has been prepared for and submitted to the Board of School Directors for the Tredyffrin/Easttown School District for its consideration; and,

WHEREAS, the Board has reviewed and fully considered said Final Budget; and,

WHEREAS, ten days' public notice has been given of the adoption of the said Final Budget; and,

WHEREAS, said Final Budget has been printed or otherwise made available for public inspection to all persons who might have an interest therein, at least twenty days prior to the date of this resolution; and,

WHEREAS, the Board of School Directors has made such revisions and changes to said Final Budget as appear advisable.

NOW, THEREFORE, be it resolved by the Board of School Directors for the Tredyffrin/Easttown School District, Wayne, Chester County, Pennsylvania, and,

IT IS HEREBY RESOLVED by authority of the same as follows:
The Final Budget for the 2026-2027 school year is in the amount of $196,422,650 revenues, $8,360,447 fund balance allocation, and $204,783,097 for expenditures is hereby adopted as the annual budget.

In order to provide a segment of the revenue required by said Final Budget, a school tax on real estate is hereby levied for the ensuing fiscal year on all real property assessed and certified for taxation within the School District.

The 2026-27 tax hereby levied shall be at a rate of 31.1364 mills, on the assessed valuation of all such taxable real estate or at the rate of $31.14 per $1,000 assessment subject to the below provisions. This is an increase of 1.4797 mills from the 2025-2026 tax rate.

IT IS HEREBY FURTHER RESOLVED that,

1. If paid in full within two (2) months of the tax notice, the 2026-2027 tax references above shall be entitled to a discount of two percent (2%); and
2. If not paid in full within four (4) months after the date of the tax notice, the 2026-2027 tax referenced above shall be subject to a penalty of ten percent (10%) through December 31, 2026; and
3. All such 2026-2027 taxes that remain unpaid as of December 31, 2026 shall be subject to a penalty of ten percent (10%), considered delinquent and treated as such for all purposes.

The specific discount and penalty provisions outlined herein shall apply only to the 2026-2027 taxes referenced above, and not to taxes related to any other fiscal years or any interim taxes that are billed from January 2027 to June 2027.

RESOLVED, ADOPTED and **ENACTED** this 8th day of June 2026.

Todd Kantorczyk moved, then the motion was seconded, that the Board of School Directors approve the Adoption of the 2026-27 Final Budget.

Dr. Gusick and Mr. McDonnell presented further information regarding this priority action item.

Board Questions/Deliberation
Sue Tiede commented on the Adoption of the 2026-27 Final Budget.
Rachel Weil commented on the Adoption of the 2026-27 Final Budget.
Todd Kantorczyk commented on the Adoption of the 2026-27 Final Budget.
Kenneth Hong commented on the Adoption of the 2026-27 Final Budget.
Maryann Piccioni commented on the Adoption of the 2026-27 Final Budget.
Dr. Roberta Hotinski commented on the Adoption of the 2026-27 Final Budget.
Dr. Julie K. Mesaros commented on the Adoption of the 2026-27 Final Budget.

Public Participation from District Residents and District Taxpayers – None

Board Discussion/Deliberation/Action – None

Art McDonnell called a roll call vote:

Roll Call Vote
Kenneth Hong - Yes
Dr. Roberta Hotinski - Yes
Todd Kantorczyk - Yes
Dr. Julie K. Mesaros - Yes
Maryann Piccioni - Yes
Nicole Scherer - Yes
Sue Tiede - Yes
Rachel Weil - Yes
Dr. Henry Zink - Yes

After the roll call vote, the motion passed 9-0.

Priority Discussion/Action
Tax Bill Homestead/Farmstead Exclusion
The Board of School Directors for the Tredyffrin/Easttown School District adopted the following resolution which pertains to the approval of the Tax Bill Homestead/Farmstead Exclusion for the 2026-2027 fiscal year:

WHEREAS, the County Assessor has certified to the School District that there are 10,783 approved homestead properties in the School District and 5 approved farmstead properties in the school district for the 2026-2027 fiscal year; and,

WHEREAS, the Pennsylvania Department of Education has certified that the School District's Property Tax Reduction Allocation for the 2026-2027 fiscal year is $3,726,856.81.

In accordance with the Special Session Act 1 of 2006, known as the Taxpayer Relief Act, the Board of School Directors hereby establishes the following homestead/farmstead exclusion for the 2026-2027 fiscal year:

1. All approved homesteads and/or farmsteads shall receive homestead/farmstead exclusions of: $11,100 at 4.99% property tax rate increase of the assessed value of the homestead and/or farmstead, which, based upon the millage rate established for the 2026-2027 fiscal year, corresponds to a tax reduction of $345.62.

2. The annual property tax bill for each approved homestead and/or farmstead shall include the following information with respect to the homestead/farmstead exclusion: (a) the assessed value, (b) the tax liability on the assessed value, (c) the amount of the homestead/farmstead exclusion in assessed value, (d) the actual tax liability after the homestead/farmstead exclusion and (e) the actual tax savings associated with the homestead/farmstead exclusion.

3. The following notice shall also be included with the annual property tax bills of all owners of approved homestead and/or farmstead properties:

NOTICE OF PROPERTY TAX RELIEF

Your enclosed tax bill includes a tax reduction for your homestead and/or farmstead property. As an eligible homestead and/or farmstead property owner, you have received tax relief through a homestead and/or farmstead exclusion which has been provided under the Pennsylvania Taxpayer Relief Act, a law passed by the Pennsylvania General Assembly designed to reduce your property taxes.

These provisions shall apply to the annual property tax bills issued in July 2026 and not to any interim real estate tax bill.

RESOLVED, ADOPTED and ENACTED this 8th day of June 2026.

Maryann Piccioni moved, then the motion was seconded, that the Board of School Directors approve the Tax Bill Homestead/Farmstead Exclusion resolution.

Mr. McDonnell provided additional information on the Tax Bill Homestead/Farmstead Exclusion resolution.

Board Questions/Deliberation
Dr. Julie K. Mesaros commented on the Tax Bill Homestead/Farmstead Exclusion resolution.

Public Participation from District Residents and District Taxpayers – None

Board Discussion/Deliberation/Action – None

The motion passed 9-0.

Committee and Ambassador Reports
Finance – Todd Kantorczyk

Other Actions Under Consideration – None

Public Participation from District residents and District taxpayers regarding any non-agenda matters of concern, official action or deliberation which are or may be before the Board – None

Information
School Board Meetings
In accordance with Act 93 of 1998 (Sunshine Law), the Board of School Directors met on the following dates/times in executive session:

Ken Roos, Solicitor for the District, stated that the Board of School Directors last met in executive session on June 8, 2026 at 6:00pm to discuss labor negotiations.

Future School Board Meetings

Monday, August 24, 2026, Regular Board Meeting - 7:30 pm, at Conestoga High School, 200 Irish Road, Berwyn, Pa 19312

Monday, September 28, 2026, Regular Board Meeting - 7:30 pm, at Conestoga High School, 200 Irish Road, Berwyn, Pa 19312

Announcements
Maryann Piccioni commented on T&E Care and Senior Reflections program.
Dr. Julie K. Mesaros commented on property tax rebate.

Correspondence – None

Adjournment
Rachel Weil moved, then the motion was seconded to adjourn the meeting.

The motion passed 9-0.

The meeting was adjourned at 8:34pm

Submitted by,

Arthur J. McDonnell
Board Secretary

(minutes prepared by S. Halley)

Consent VII, B: Preliminary Authorization of Accounts Payable and Payroll

VIA: Arthur J. McDonnell, Business Manager/Board Secretary

Action Under Consideration: That the Board of School Directors approves payment of current invoices and payroll as stated below:

FURTHER RESOLVED, that the Board Treasurer is authorized to pay current invoices and payroll from the General Fund not to exceed the amount of $17,000,000.00 for the month of September.

Consent VII, C, 1: Routine Personnel Actions

VIA: Dr. Anthony Stevenson, Director of Human Resources

1. Resignations/Releases/Retirements

Action Under Consideration: That the Board of School Directors acknowledges the following resignations/releases/retirements:

Larkin Craig, custodian, Conestoga High, job abandonment, effective 8/24/26

Charlotte de Kerillis, teacher, New Eagle Elementary, resignation, effective 7/7/26

Lisa Herron, teacher aide, Valley Forge Elementary, retirement, effective 7/17/26

Victoria Kirby, teacher, Devon Elementary, resignation, effective 6/17/26

Cynthia Knapp, school psychologist, Conestoga High, resignation, effective 7/14/26

Peggy Lavallee, general kitchen worker, Devon Elementary, resignation, effective 8/5/26

Rachel Mack, health room nurse, Devon & Hillside Elementary, resignation, effective 6/8/26

Caroline Silvetti, health room nurse, T/E Middle, resignation, effective 6/10/26

Christopher Smith, custodian, TEAO, resignation, effective 6/19/26

Andrew Torres, network & security administrator, NOC, resignation, effective 8/14/26

Zymier Taylor, custodian, T/E Middle, resignation, effective 2/6/26

Wendy Young, senior accounting supervisor, TEAO, resignation, effective 9/4/26

2. Leaves of Absence in Accordance with Policy 4200, 4220, 4600 and 4610

Action Under Consideration: That the Board of School Directors approves the following leaves of absence in accordance with policies 4200; 4220; 4600 and 4610.

Reginald Holmes, Jr, teacher, Valley Forge Middle, unpaid leave, effective 8/24/26 to 2/1/27

Cheryl Hutchinson, teacher, New Eagle & Valley Forge Elementary, sabbatical, full year 2026-27

3. Appointments

Action Under Consideration: That the Board of School Directors approves the following appointments and changes in position and/or location:

Sean Axel, teacher, change in location to T/E Middle, effective 7/1/26

Jessica Anderson, general kitchen worker, change in location to Conestoga High, effective 8/26/26

John Bauer, summer crew/painting, District, at an hourly rate of $14.56, effective 6/15/26 to 8/21/26*

Devandra Borkar, network administrator supervisor, NOC, salary based and prorated on an annual salary of $105,000, effective 8/24/26

Andrea Brennan, change in FTE to (0.6) school nurse, Conestoga High, effective 7/1/26

Maxwell Brightman, summer crew/custodial, New Eagle Elementary, at an hourly rate of $15.08, effective 6/15/26 to 8/21/26

Alexis Bryant, teacher, change in location to Valley Forge Elementary, effective 7/1/26

Catherine Burlark-Hunt, general kitchen worker, change in location to Valley Forge Elementary, effective 8/26/26

Christina Cabezas, teacher, Long Term Substitute Teacher Contract, T/E Middle, salary based and prorated on an annual salary of $66,452, effective 8/1/26 to 1/22/27*

Allyson Capriolo, teacher, change in location to Valley Forge Elementary, effective 7/1/26

Victoria Chambers, custodian, District, at an hourly rate of $23.55, effective 8/3/26*

Nelijn Colbert, custodian, Conestoga High, at an hourly rate of $23.75, effective 8/3/26

Sydney Davis, teacher, change in location to T/E Middle, effective 7/1/26

Prajakta Deshpande, IT helpdesk technician, NOC, salary based and prorated on an annual salary of $82,640, effective 8/24/26*

Emma DeStefano, teacher, Temporary Professional Employee Contract, Hillside Elementary, salary based and prorated on an annual salary of $65,750, effective 7/1/26*

Manon Dolley, change in FTE to (1.0), teacher, Hillside Elementary, effective 7/1/26

Jane Dudzinsky, teacher, Long Term Substitute Teacher Contract, Conestoga High, salary based and prorated on an annual salary of $81,773, effective 7/1/26 to 6/17/27*

Renee Epperson, teacher, change in location to Devon Elementary, effective 7/1/26

Julia Falasco, Database Support Specialist, TEAO, salary based and prorated on an annual salary of $87,500, effective 9/9/26

Emily Farina, teacher, change in location to Valley Forge Elementary, effective 7/1/26

Susan Fickert, teacher, change in location to Valley Forge Middle, effective 7/1/26

Gabija Fischer, change in position to teacher, change in location to Conestoga High, effective 7/1/26

Louise Gardner, general kitchen worker, change in location to T/E Middle, effective 8/26/26

Megan Gay-Lesko, (.93) health room nurse, T/E Middle, at an hourly rate of $41.86, effective 8/24/26*

Pierce Gracia, custodian, change in location to Conestoga High, effective 6/23/26

Christine Gwitt, teacher, Long Term Substitute Teacher Contract, Conestoga High, salary based and prorated on an annual salary of $76,947, effective 8/26/26 to 1/25/27

Lauren Hall, teacher, Professional Employee Contract, Conestoga High, salary based and prorated on an annual salary of $97,822, effective 7/1/26*

Nora Jaramillo, teacher, Temporary Professional Employee Contract, Valley Forge Middle, salary based and prorated on an annual salary of $97,882, effective 8/1/26*

Kimberly Johnson, secretary C, Conestoga High, at an hourly rate of $26.62, effective 7/30/26*

Anna Jones, teacher, change in contract to Professional Contract, effective 7/1/26

Lesley Kennedy, change in FTE to (1.0) teacher, change in location to T/E Middle, effective 7/1/26

Petraq Koka, custodian, change in location to Beaumont Elementary, effective 7/13/26

Kaleb Lewis, custodian, TEAO/NOC/Maintenance, at an hourly rate of $23.55, effective 8/10/26*

Owen Lewis, substitute maintenance, Maintenance, at an hourly rate of $17.79, effective 6/15/26 to 8/21/26*

Yen-Chun Liu, (.56) FTE general kitchen worker, Devon Elementary, at an hourly rate of $19.67, effective 8/26/26*

Lianne Lofgren, (.6) FTE health room nurse, Valley Forge Elementary, at an hourly rate of $41.86, effective 8/26/26

Cheryl Massino, teacher, change in location to Devon Elementary & Beaumont Elementary, effective 7/1/26

Catharine Matthews, teacher, change in location to New Eagle & Valley Forge Elementary, effective 7/1/26

Sarah McCafferty, teacher, Long Term Substitute Teacher Contract, Conestoga High, salary based and prorated on an annual salary of $65,000, effective 7/1/26 to 6/17/27*

Paige McKeown, teacher, Temporary Professional Employee Contract, New Eagle Elementary, salary based and prorated on an annual salary of $76,947, effective 7/1/26*

Jodi Mincer, teacher, Long Term Substitute Teacher Contract, T/E Middle, salary based and prorated on an annual salary of $90,275, effective 7/1/26 to 1/25/27

Marigrace Morris, teacher, Temporary Professional Employee Contract, New Eagle Elementary, salary based and prorated on an annual salary of $72,385 effective 7/1/26*

Keith Nunnelee, teacher, change in location to T/E Middle & Valley Forge Middle, effective 7/1/26

Ixchele Ortiz-Cajigal, teacher, Temporary Professional Employee Contract, Devon Elementary, salary based and prorated on an annual salary of $78,485 effective 7/1/26*

Joseph Oskowitz, delivery driver/secretary C, Maintenance, at an hourly rate of $26.82, effective 7/13/26

Constantina Pappas, teacher, change in location to Valley Forge Middle & Conestoga High, effective 7/1/26

Debora Pepper, general kitchen worker, change in location to Beaumont Elementary, effective 8/26/26

Amy Romani, teacher, change in location to Valley Forge Middle, effective 7/1/26

Catherine Rowe, school psychologist, Temporary Professional Employee Contract, Conestoga High, salary based and prorated on an annual salary of $74,179 effective 8/1/26*

Lisa Saddler, summer custodian, T/E Middle, at an hourly rate of $23.75, effective 7/1/26 to 8/25/26, general kitchen worker, change in location to Conestoga High, effective 8/26/26

Christine Salgueiro, assistant principal, Valley Forge Middle, salary based and prorated on an annual salary of $129,500, effective 7/13/26*

Tia Schwab, teacher, change in location to Hillside Elementary & New Eagle Elementary, effective 7/1/26

Diana Sorial, confidential assistant to the business manager, TEAO, salary based and prorated on an annual salary of $84,000, effective 9/14/26*

Caitlyn Stenman, social skills teacher, 2026 ESY Program, at an hourly rate of $60.00

Bradley Stimmel, custodian, T/E Middle, at an hourly rate of $23.55, effective 6/29/26*

Hyrum Urbina, summer crew/custodian, T/E Middle, at an hourly rate of $15.08, effective 6/17/26 to 8/12/26*

David Valadez, custodian, District, at an hourly rate of $23.55, effective 7/24/26*

Brendan Wahlers, summer crew/custodian, T/E Middle, at an hourly rate of $15.08, effective 6/15/26 to 8/21/26*

Meleny Weber, teacher, Temporary Professional Employee Contract, Beaumont Elementary, salary based and prorated on an annual salary of $84,329, effective 8/1/26*

Alessandra Wynne, teacher, change in location to Beaumont Elementary & Hillside Elementary, effective 7/1/26

Carolina Yan, change in FTE to (.75) health room nurse, Devon Elementary & Hillside Elementary, effective 8/26/26

David Zullo, (.56) FTE general kitchen worker, Conestoga High, at an hourly rate of $19.67, effective 8/26/26*

* Employment contingent upon appropriate Personnel processing and State and Federal requirements.

4. Tenure

Action Under Consideration: That the Board, pursuant to the Teacher Tenure Act, approves professional employment contracts with the following employees effective July 1, 2026.

Justin Beasley-Turner	Ashley Kinney
Madisan Diaz	Victoria Kirby*
Grace Gara	Leslie Large
Carmelo Gaudite	Constantina Pappas
Jenna Grabiak	Victoria Rhodes
Angela Grecia	Elizabeth Styer

* Resigned

Consent VII, C, 2: Athletic Position Recommendations for the 2026-27 School Year

VIA: Dr. Anthony Stevenson, Director of Human Resources

Action Under Consideration: That the Board of School Directors confirms the administrative recommendations for the athletic positions for the 2026-27 school year at the stipends set forth in the attached list:

Type Coach	Sport	Employee	Step	Annual Stipend
Head	Cheerleading	Margaret Cannon	2	$4,436.00
Head	Cross Country	Richard Hawkins	2	$6,364.00
Asst to Head Coach	Cross Country	Stacy Warkentine	2	$3,229.00
Asst	Cross Country	Alexander Rives	2	$4,114.00
Asst	Cross Country Flex	Susan Milliken	2	$2,500.00
Asst	Cross Country Dev	Amy Hawkins	1	$1,500.00
Head	Football	Scott Gee	1	$7,350.00
Asst to Head Coach	Football	Justin Roark	1	$2,737.00
Asst	Football	Matthew Brim	1	$4,530.00
Asst	Football	Luca Marano	2	$6,293.00
Asst	Football	Donovan Morris	1	$2,737.00
Asst	Football	Brian Hoyle	1	$2,737.00
Asst	Football	Andrew Meeley	1	$4,530.00
Head	Golf - boys	John Jones	2	$5,077.00
Head	Golf - girls	James Moran	2	$5,077.00
JV	Golf	Brian Gallagher	2	$3,228.00
	Developmental Golf - Flex	Kevin McCarthy	1	$1,500.00
Head	Hockey -Varsity	Emily Arnot	1	$7,972.00
Asst to Head Coach	Hockey	Karen Gately	1	$3,229.00
Asst	Hockey - JV	Taylor DeBernardi	2	$5,077.00
Asst	Hockey - Flex	Jessica Taraborelli	1	$1,500.00
Head	Soccer - boys	Angelo Capetola	2	$7,972.00
Asst	Soccer - boys	Blake Stabert	2	$3,229.00
Head	Soccer - boys FR	Charles Erwin	2	$4,756.00
Asst	Soccer - boys JV	Robert Gay	2	$5,077.00
Head	Soccer - girls	Deane Mariotti	2	$7,972.00
Asst to Head Coach	Soccer - girls	Betsy Engels	2	$3,229.00
JV	Soccer - girls	Lucy Paules	1	$3,655.00
JVB	Soccer - girls	Emily Bogan	1	$3,655.00
	Soccer - girls Flex	John Reynolds	1	$2,000.00

Head	Tennis - girls	Seth Shore	1	$4,119.00
Asst to Head Coach	Tennis - girls	Merri Gardner	2	$3,792.00
Head	Volleyball	Alex Weaver	1	$4,119.00
Asst to Head Coach	Volleyball	Lea Coogan	1	$2,489.00
Asst	Volleyball - JV	Kelli Mayes	1	$2,721.00
	Volleyball - Freshman	Kimberly Feltner	1	$3,189.00
	Event Coordinator - Ticketing	Lewis Miller	2	$2,000.00
	Event Coordinator - Game Workers	Christine Santamaria	2	$3,500.00

Consent VII, C, 3: Non-Athletic Position Recommendations for the 2026-27 School Year

VIA: Dr. Anthony Stevenson, Director of Human Resources

Action Under Consideration: That the Board of School Directors confirms the administrative recommendations for the non-athletic positions for the 2026-27 school year at the stipends set forth in the attached list:

School	Activity	Employee	Step	Stipend
TEAO	OG Reading Coordinator	Megan Wolf	1	$1,472.00
TEAO	Transition Coordinator	Michael DeVitis	1	$1,472.00
VFMS	Art Club	Courtney Jaggers	1	$3,000.00
VFMS	Builders Club Community Service	Allison Inch	1	$3,750.00
VFMS	Bus Club	Benjamin Green	2	$3,000.00
VFMS	Eagle Ambassador	Courtney Jaggers	1	$1,750.00
VFMS	Jazz Band	Craig Gonci	2	$3,000.00
VFMS	Jazz Band	Benjamin Green	2	$3,000.00
VFMS	Knowledge Bowl	Katie Van Thuyne	1	$2,000.00
VFMS	Math Competition	Craig Gratton	1	$600.00
VFMS	Model UN	Jennifer Pettia	1	$1,250.00
VFMS	Model UN	Jeremy Hampton	1	$1,250.00
VFMS	Newspaper	Jeffrey Eickhoff	2	$4,000.00
VFMS	Performing Arts 1	Rebecca Reid	2	$4,500.00
VFMS	Performing Arts 2	Brianna Dayton	2	$3,500.00
VFMS	Performing Arts 3	Jill Buoso	1	$3,500.00
VFMS	Performing Arts 4	Joyanna Daniel	2	$2,750.00
VFMS	Public Relations Manager	Beth Davison	1	$1,300.00
VFMS	Reading Olympics	Katie Van Thuyne	1	$1,000.00
VFMS	Reading Olympics	Beth Davison	1	$1,000.00
VFMS	Running Club	William Adlin	1	$2,000.00

VFMS	Running Club	Jordan Krimsky	1	$3,200.00
VFMS	Science Competition	Christy Saddic-Cosgrove	1	$600.00
VFMS	SLAM	Beth Davison	1	$1,044.00
VFMS	SLAM	Marquis Weeks	1	$1,044.00
VFMS	SLAM	Allison Peffle	1	$1,044.00
VFMS	Stage Manager	Craig Gonci	1	$3,250.00
VFMS	Student Council	Brianna Dayton	1	$2,750.00
VFMS	Student Council	Mansi Kapadia	1	$2,750.00
VFMS	Testing Coordinator	Allison Brazunas	1	$2,350.00
VFMS	UNIT/E	Brianna Dayton	2	$875.00
VFMS	UNIT/E	Katie Van Thuyne	1	$875.00
VFMS	Valley Forge Singers	Rebecca Reid	2	$3,000.00
VFMS	Website Manager	Kenneth Prothero	1	$1,625.00
VFMS	Website Manager	Craig Gonci	1	$1,625.00
VFMS	Yearbook	Margaret Cannon	2	$4,350.00
DES	Communications Coordinator	Melinda Smiles	1	$1,350.00
NEES	Testing Coordinator	Marie McGuire	1	$500.00

Consent VII, C, 4: Team Facilitators and Department Chairs for the 2026-27 School Year

VIA: Dr. Anthony Stevenson, Director of Human Resources

Action Under Consideration: That the Board of School Directors approves the administrative recommendations for the Team Facilitators and Department Chairs for the 2026-27 school year at the stipends set forth in the attached list.

School	Grade/Level	Employees 2026-27	Stipend
CHS	Admin Game/Event Coverage	Patrick Boyle	$2,000.00
CHS	Admin Game/Event Coverage	Ellen Turk	$2,000.00
CHS	Admin Game/Event Coverage	Nicole Jolly	$2,000.00
CHS	Admin Game/Event Coverage	Jamie Bankert	$2,000.00
CHS	Academic Support	Kate McGranaghan	$4,555.00
CHS	Business/Technology	Noah Austin	$4,555.00
CHS	English	Megan Doyle	$4,555.00
CHS	Mathematics	Allison Long	$4,555.00
CHS	Media Center	Brooke Hauer	$4,555.00
CHS	Nurses	Kimberly Meade	$4,555.00
CHS	Science	Janet Wolfe	$4,555.00
CHS	Social Studies	Michael Palmatier	$4,555.00
CHS	Student Services	Jennifer Kratsa	$4,555.00
CHS	Visual & Performing Arts	Amy Cruz	$4,555.00

CHS	FCS/Health/PE/Highway Safety	John Jones	$4,555.00
CHS	World Languages	Patrick Cupo	$4,555.00
DIST	Nurses	Leigh Ann Coary	$4,555.00
DIST	Psychologists	Kristy Kane	$4,555.00
DIST	Multi-tiered Intervention Teachers	Lisa Klein	$4,555.00
TEMS	5A	Matthew Klass	$2,277.50
TEMS	5A	Kathryn McDermott	$2,277.50
TEMS	5B	Kathleen Holmes	$4,555.00
TEMS	6A	William W. Parker	$4,555.00
TEMS	7	C Gordon Davis	$4,555.00
TEMS	7	Elizabeth Toscano	$4,555.00
TEMS	8	Jennifer Tyrell	$4,555.00
TEMS	8	Jean Baker	$4,555.00
TEMS	Special Areas	Khara Flint	$4,555.00
TEMS	Support Services	Jacqueline Thomas	$4,555.00
TEMS	Special Education	Stephanie Knox	$4,555.00
VFMS	5	Jill Buoso	$3,036.67
VFMS	5	Elizabeth Guistwhite	$3,036.67
VFMS	5	Kathleen McClain	$3,036.67
VFMS	6	Kristine Sigle	$4,555.00
VFMS	6	Jeffrey Eickhoff	$4,555.00
VFMS	7	Margaret Cannon	$4,555.00
VFMS	7 (1st semester)	Christopher Kilby	$2,277.50
VFMS	7 (2nd semester)	Jennifer Crothamel	$2,277.50
VFMS	8	Peter DePiano	$4,555.00
VFMS	8 (1st semester)	Angela Timmins	$2,277.50
VFMS	8 (2nd semester)	Cameron Hopkins	$2,277.50
VFMS	Special Areas (1st semester)	Jessica Smolij	$2,277.50
VFMS	Special Areas (2nd Semester)	Courtney Jaggers	$2,277.50
VFMS	A la Carte (1st semester)	Beth Davison	$2,277.50
VFMS	A la Carte (2nd semester)	Silja Braun	$2,277.50
VFMS	Special Education	Katrina Draves	$4,555.00
BES	K	Cheryl Massino	$4,555.00
BES	1	Tracy Simmington	$4,555.00
BES	2	Laura Buchanan	$4,555.00
BES	3	Misty Pennewill	$4,555.00
BES	4	Donna Greene	$4,555.00
BES	Special Areas	Kati Hedenberg	$4,555.00
BES	Special Education	Kristen Duffy	$4,555.00
BES	Support	Maryelyn Berg	$4,555.00

DES	K	Phyllis Rohn	$4,555.00
DES	1	Kristin McElvogue	$4,555.00
DES	2	Sara Scargill	$4,555.00
DES	3	Patricia Collins	$4,555.00
DES	4	Carolyn Silverman	$4,555.00
DES	Special Areas	Michele Houghton	$4,555.00
DES	Special Education	Brigid Redmond	$4,555.00
DES	Support	Tamson Noel	$4,555.00
HES	K	Chrystine Haldeman	$4,555.00
HES	1	Elizabeth Pechin	$4,555.00
HES	2	Taryn Little	$4,555.00
HES	3	Emily Beisswenger	$4,555.00
HES	4	Charlene Briggs-Blomer	$4,555.00
HES	Special Areas	Christine Braun	$4,555.00
HES	Special Education	Olya Pearson	$4,555.00
HES	Support	Lisa McIntyre	$4,555.00
NEES	K	Alison Troy	$4,555.00
NEES	1	Elizabeth Adams	$4,555.00
NEES	2	Megan Kissinger	$4,555.00
NEES	3	Heather O'Connor	$4,555.00
NEES	4	Heidi Waterman	$4,555.00
NEES	Special Areas	Heather MacMichael	$4,555.00
NEES	Special Education	Megan Wolf	$4,555.00
NEES	Support	Marie McGuire	$4,555.00
VFES	K	Anne Riley	$4,555.00
VFES	1	Angela Janda	$4,555.00
VFES	2	Megan Gerdes	$4,555.00
VFES	3	Julie Masters	$4,555.00
VFES	4	Michelle Cleary	$4,555.00
VFES	Special Areas	Emily Nation	$4,555.00
VFES	Special Education	Laine Rothe	$4,555.00
VFES	Support	Carolyn Swetkowski	$4,555.00

Consent VII, C, 5: Contracted Services for the 2026-27 School Year

VIA: Dr. Anthony Stevenson, Director of Human Resources

Action Under Consideration: That the Board of School Directors approves the following vendors to provide services during the 2026-27 school year:

A.W. Lookup Corporation	Structural Engineering	Principals: $235/hour; Engineer: $160/hour CAD Drafters: $115/hour; Clerical: $80/hour
Joseph B. Callaghan, Inc.	Engineering Consultant	President: $370/hour; Chief Operating Officer: $310/hour; Director of Engineering: $310/hour; Principal: $290/hour; Associate Director: $270/hour; Senior Project Manager: $230/hour; Project Manager; $210/hour; Senior Project Engineer: $190/hour; Project Engineer: $180/hour; Staff Engineer: $170/hour; Administrative: $95/hour; Intern: $105/hour
Schiller & Hersh	Engineering Consultant	Principal: $290/hour; Senior Mechanical Engineer: $270/hour; Senior Electrical Engineer: $210/hour; Mechanical Engineer: $165/hour; Electrical Engineer: $160/hour; Senior Electrical Designer $140/hour; Senior Mechanical Designer: $135/hour; Electrical Designer II $130/hour; Mechanical Designer II: $125/hour; Electrical Designer I: $115/hour; Mechanical Designer I: $115/hour; Plumbing Designer: $105/hour
Heckendorn Shiles Architects	Architecture Consultants	Principal: $220/hour; Associate Principal/Director $204/hour; Senior Project Manager: $190/hour; Project Architect/ Interior Designer 2: $177/hour; Project Architect/Interior Designer 1: $168/hour; Architectural/Interior Designer 2: $140/hour; Architectural/Interior Designer 1: $129/hour; Administration: $108/hour
Custom Chemistry Solutions	Water Treatment Program	Updated Rates: $9,064/year
Rogers Mechanical Company	Plumbing/HVAC/ Sheetmetal	Updated Rates: Regular time: $70/hour; After hours: $88.75/hour; Saturday/Sunday: $95/hour Service: Regular time $82/hour; After hours $112/hour
Total Tech Corporation	Preventative Maintenance; Emergency Refrigeration Repair	Variable

Consent VII, C, 6: Agreement with Red Rover Technologies, LLC

VIA: Dr. Anthony Stevenson, Director of Human Resources

Action Under Consideration: That the Board of School Directors approves the attached agreement between Red Rover Technologies, LLC and the Tredyffrin/Easttown School District to provide absence management, hiring, PDM and records management in an amount not to exceed $62,300.

Agreement for Tredyffrin-Easttown School District - Absence Management; Hiring; Records

Tredyffrin-Easttown School District
940 W VALLEY RD STE 1700, WAYNE, PA, 19087-1856

Prepared For:
Richard Gusick
gusickr@tesd.net

Red Rover Technologies, LLC
559 W. Uwchlan Ave, Suite 200, Exton, PA 19341

Prepared By:
Rick Bayley
rbayley@redroverk12.com

Reference: Q-13332
Quote Expiration Date: 08-03-2026

Pricing*

Item	Annual Price	One-Time Fees	Total
Implementation - Absence Management	-	$4,000	$4,000
Implementation - Hiring	-	$3,500	$3,500
Implementation - Records	-	$3,000	$3,000
Annual Subscription - Absence Management	$19,800	-	$19,800
Annual Subscription - Hiring	$17,000	-	$17,000
Annual Subscription - Records	$15,000	-	$15,000

*The pricing listed directly above reflects full annual rates and one-time implementation costs. Actual billed amounts may vary due to proration based on your start date. Please refer to the **Billing Schedule** section below for the exact payment amounts and billing timeline.

Total Annual Subscription: $51,800
Quote Total : $62,300

Subscription year: July - June

This order is subject to the terms of the Master Services Agreement attached hereto as Exhibit A.

Red Rover K12	
Name	Dani OShaughnessey
Title	CEO
Email	dani@redroverk12.com
Signature	DocuSigned by: Daniel OShaughnessey A23A3A8680234F5...
Date	7/1/2026

Tredyffrin-Easttown School District	
Name	Dr. Richard Gusick
Title	Superintendent of Schools
Email	gusickr@tesd.net
Signature	
Date	

Billing Schedule**

Item	Total	Invoice Date	Subscription Start Date	Subscription End Date
Implementation - Absence Management	$4,000	07-01-2026	-	-
Implementation - Hiring	$3,500	07-01-2026	-	-
Implementation - Records	$3,000	07-01-2026	-	-
Annual Subscription - Absence Management	$19,800	07-01-2026	07-01-2026	06-30-2027
Annual Subscription - Hiring	$17,000	07-01-2026	07-01-2026	06-30-2027
Annual Subscription - Records	$15,000	07-01-2026	07-01-2026	06-30-2027

**This schedule outline may include projected future pricing for multiple years to provide visibility and aid in planning. It does not represent a contractual commitment to a multi-year agreement. Future years are optional and only apply if you choose to renew.

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Red Rover Technologies Holdings, LLC ("**Red Rover**") with an address at **559 W. Uwchlan Ave, Suite 200, Exton, PA 19341** and the customer identified on the Order (as defined below) referencing this Master Services Agreement ("**Customer**") hereby enter into this Master Services Agreement as of the date of the Order referencing this Master Services Agreement. Red Rover and Customer are sometimes referred to herein, individually, as a "**Party**" and, collectively, the "**Parties**".

The terms and conditions of this Master Services Agreement and any appendices, exhibits or attachments attached hereto and referenced herein (together, the "**MSA**") set forth the terms and conditions under which the Parties agree that Customer may purchase, and Red Rover will provide, access to the Red Rover software-as-a-service offerings (the "**Platform**") and any related services (collectively, the "**Service**"), in return for applicable fees (the "**Fees**"), in each case as described in any ordering document issued by Red Rover from time to time in accordance with the MSA and signed by the Parties (an "**Order**"). Each Order referencing the MSA will incorporate the terms of the MSA and constitute the entire agreement between the Parties (hereinafter, the "**Agreement**") with respect to its subject matter.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and for good and valuable consideration, the Parties agree as follows:

1. **Orders.** Orders shall specify the Service being purchased, the quantity, price, applicable dates defining the term of such Order or otherwise, and any other applicable terms. No obligation to furnish or to pay for a subscription to the Service (a "**Subscription**") arises under the Agreement until there is an Order for the Subscription to the Service, and Customer is not authorized to access or use, and shall not have a right to receive the Service unless expressly set forth in an Order. Unless an Order states otherwise, each Order is independent of each other Order (but each Order is part of and integral to the Agreement). Upon the Effective Date, the Parties shall enter into an initial Order for a Subscription to the Service (the "**Initial Order**"). Customer may add Authorized Users to the Subscription for the Service, if applicable, or add Supplementary Services at any point during the Term by adding them to the Service and, in such case, Customer is agreeing that it may be billed by Red Rover for them in the next billing cycle.
2. **Service.**
   A. **Service.** Upon full execution of an Order, unless otherwise specified in the Order, subject to the terms of the Agreement, including, without limitation, Customer's payment of any Fees, Red Rover hereby grants to Customer during the Term, the non-exclusive, non-sublicensable, non-transferable and non-assignable (except as set forth in Section 11(B)), right for any Authorized Users (subject to Section 2(B)) to (i) access, display and use the Service as made available to Customer by Red Rover as described in an Order; (ii) receive Support for the Service during the Term in the manner described in the Agreement, and (iii) use any written, printed or electronic materials published or otherwise made available by Red Rover that relate to the functional, operational and/or performance capabilities of any aspect of the Platform, all as may be updated and redistributed to Customer by Red Rover from time to time ("**Documentation**"), each solely for the internal business or operational purposes of Customer. Customer shall provide the equipment and software (e.g., internet access, third-party software licenses, etc.) required to access the Platform.
   B. **Authorized Users.**
      i. **Definition.** "**Authorized User**" means (a) Customer's employees, and (b) employees of Customer's consultants and contractors that have a written obligation to Customer in advance with respect to the use of any aspect of the Service or Red Rover Confidential Information that are no less protective of Customer, or restrictive upon such consultant or contractor, than the terms of the Agreement are protective of Red Rover, or

restrictive of Customer, with respect to such party's use of the same, (i) who are authorized by Customer to access and use the Service and any Red Rover Confidential Information under the rights granted to Customer pursuant to the Agreement and (ii) for whom access to the Service has been purchased hereunder.

ii. **General.** Customer acknowledges and agrees that different types of Authorized Users may have differing access and/or usage rights with respect to the Service. Customer will be billed on either a flat-fee or per-employee-per-month ("**PEPM**") basis, as set forth in the applicable Order. Unless agreed otherwise, for each Renewal Order Term, the Fees payable by Customer on a PEPM basis shall be proportionately increased or decreased in accordance with the actual number of Authorized Users who used the Service during the preceding year. Customer acknowledges and agrees that, if an Order is for multiple years, the foregoing shall still apply, and any increases in the number of Authorized Users will result in payable amounts proportionate to such number. For Customers billed on a flat fee, rather than PEPM, basis, Customer agrees that in the event of significant user volume increases, Customer and Red Rover shall confer in good faith in order to determine an appropriate adjustment to Fees.

iii. **Service Administrators.** At all times during the Term, Customer must have an employee or employees that has completed administrator training from Red Rover (a "**Service Administrator**"). If a Service Administrator ceases to serve as such, Customer shall promptly provide written notice to Red Rover and have another employee obtain Red Rover Service Administrator training (at Red Rover's then current rates for such training) and be designated as a Service Administrator.

iv. **Third-Party Authorized Users.** Customer may not sublicense, outsource or otherwise grant access to the Service to any third party, including, without limitation, any third-party vendor, nor may any such third party be an Authorized User, without Red Rover's prior written consent.

v. **User IDs.** Except for Customer's Service Administrators where reasonably necessary for administrative or security purposes, Customer will not allow any user ID for the Platform to be used by more than one individual Authorized User unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the user ID. Customer will safeguard its user ID and other security data and methods furnished to Customer in connection with the Service and prevent unauthorized access to or use of the Service.

vi. **Usernames and Passwords.** Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer's Authorized Users in connection with use of the Service. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Red Rover promptly of any unauthorized use of such usernames and passwords or any other breach of security related to the Platform or the Service known to Customer.

vii. **Monitoring of Use.** Customer acknowledges and agrees that Red Rover shall have the right (but not the obligation) to monitor Customer's and its Authorized Users' usage of the Service, including the number of Authorized Users and activity within all Customer accounts to confirm Customer's and its Authorized Users' compliance with the terms of the Agreement.

C. **Use Restrictions.** Customer shall not at any time, directly or indirectly, and shall not cause or permit any Authorized Users or other third party to: (i) copy, modify or create derivative works of the Service or Documentation, in whole or in part (except that Customer may copy the Documentation solely in connection with Customer's use of the Service); (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer or otherwise make available the Service or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt

or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part; (iv) remove, alter or obscure any proprietary notices in the Service or Documentation; (v) access or use the Service or Documentation for purposes of competitive analysis, the development, provision or use of a competing software service or product, or any other purpose that is to Red Rover's detriment or commercial disadvantage; or (vi) use the Service or Documentation in any manner or for any purpose that infringes upon, misappropriates or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. All rights not expressly granted to Customer are reserved by Red Rover and its licensors, if any.

D. **Support.** Red Rover will provide Service Administrators with remote support in accordance with Red Rover's standard customer support availability Monday through Friday, during Red Rover's normal business hours, unless indicated otherwise in an Order.

E. **Integration.** At its discretion, Red Rover may make available to Customer certain functionalities and/or processes that facilitate Customer's integration of the Service with other third-party software utilized by Customer. Notwithstanding the foregoing, Customer acknowledges that Red Rover does not control third-party software, and therefore Red Rover cannot and does not guarantee that integrations will always be available or operable and if the third-party provider ceases to make the third-party software available for the Service, Red Rover may cease providing such Service features without entitling Customer to any refund, credit or other compensation.

F. **Suspension.** Notwithstanding anything to the contrary in the Agreement, Red Rover may temporarily suspend Customer's and any Authorized User's access to all or any portion of the Service if: (i) Red Rover reasonably suspects or determines that (A) there is a threat or attack on the Platform; (B) Customer's or any Authorized User's use of the Platform disrupts or poses a security risk; (C) Customer or any Authorized User is using the Platform for fraudulent or illegal activities; or (ii) Customer fails to make a timely payment due under the Agreement within five (5) days of Red Rover's written notice to Customer. Red Rover shall use commercially reasonable efforts to provide written notice of any Service suspension to Customer and to provide updates regarding resumption of access to the Service following any Service suspension. Red Rover will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service suspension.

G. **Aggregated Statistics.** Notwithstanding anything to the contrary in the Agreement, Customer acknowledges and agrees that Red Rover may monitor Customer's use of the Service and collect and compile data and information related to Customer's and its Authorized Users' use of the Service that is compiled by Red Rover in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Service ("**Aggregated Statistics**"). Aggregated Statistics do not constitute Customer Data (as defined in Section 6(A)). As between Red Rover and Customer, all right, title, and interest in and to Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Red Rover. Customer acknowledges that Red Rover may compile Aggregated Statistics based on Customer Data and Customer's and Authorized Users' usage of the Service, which Red Rover may use for purposes including, without limitation, operations management, performance analysis, product improvement, and research and development. Customer agrees that Red Rover may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that Red Rover's use of the Aggregated Statistics does not identify Customer, any Authorized User or Customer's Confidential Information.

H. **Feedback.** If Customer or any Authorized User provides feedback to Red Rover regarding the Service, including but not limited to any suggestions, ideas, enhancement requests,

recommendations or other information relating to the Service provided by Customer or Authorized Users ("**Feedback**"), Red Rover may use the feedback without restriction or obligation. All feedback is provided "as is" and Red Rover will not publicly identify Customer as the source of feedback without Customer's written consent. Feedback does not constitute Customer Data (as defined in Section 6(A)).

I. **Customer Responsibilities.** Customer is solely responsible for maintaining the security and confidentiality of its systems and access credentials to access and use the Service and is responsible and liable for all uses of the Service resulting from access provided by Customer, directly or indirectly. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of the Agreement if taken by Customer will be deemed a breach of the Agreement by Customer. Customer shall make all Authorized Users aware of the Agreement's provisions as applicable to such Authorized User's use of the Service (including without limitation the provisions of Red Rover's privacy policy as can be found at www.redroverk12.com ("**Privacy Policy**")), and shall cause Authorized Users to comply with such provisions. Customer represents and warrants that Customer has the authority, including providing appropriate disclosures and obtaining all necessary rights and consents, to provide personal information of Authorized Users to Red Rover for purposes of Red Rover's provision of the Service under the Agreement. Customer acknowledges that the Service is not intended for use by students and agrees that Customer shall not provide personally identifiable student data to Red Rover.

3. **Fees, Invoicing and Payment.**
   A. **Order Term Fees and Invoicing.** All Fees and charges shall be set forth in the applicable Order. The subscription fee for the Service will be invoiced to Customer by Red Rover at the commencement of the applicable Initial Order Term and each Renewal Order Term thereafter unless otherwise stated in the Order.
   B. **Renewal Order Term Fees and Invoicing.** Unless otherwise stated in the Order, (i) subscriptions for the Service renew each July 1unless Customer provides a written non-renewal notice to Red Rover within thirty (30) days after the applicable renewal date and (ii) following the Initial Order Term, Red Rover may increase Fees for each Renewal Order Term subject to the following limitations: Red Rover will not increase fees by more than either (a) 3 percent (%) above the amount of the Initial Order Term or the prior Renewal Order Term, as applicable, or (b) the increase in the CPI-U (Consumer Price Index for all Urban Consumers) for the applicable period, whichever is greater. Customer will receive notice of their annual pricing prior to the applicable renewal date, which notice may be in the form of an invoice reflecting their Fees.
   C. **Payment.** Customer shall pay Red Rover the Fees within thirty (30) days of the invoice date unless otherwise stated in the Order.
   D. **Taxes.** All Fees and any other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer unless Customer provides Red Rover with a valid applicable tax exemption certificate.
4. **Confidentiality.**
   A. **Standard of Care**. Each Party ("**Receiving Party**") acknowledges and agrees that, during the Term, it may be furnished with or otherwise have access to non-public business information, know-how and/or trade secrets in any form, whether written, electronic, oral or otherwise, that relates to and is disclosed by or on behalf of the other Party ("**Disclosing Party**") or its affiliates, directly or indirectly, to Receiving Party in connection with the Agreement ("**Confidential Information**"). Receiving Party shall exercise the same degree of care and

protection with respect to Confidential Information that it exercises with respect to its own confidential or proprietary information, but in no event shall Receiving Party exercise less than a reasonable standard of care. Receiving Party shall only use, access or disclose Confidential Information as necessary to fulfill its obligations or exercise its rights under the Agreement. Receiving Party shall not directly or indirectly disclose, sell, copy, distribute, republish, create derivative works from, demonstrate or allow any third-party to access any Confidential Information; provided, however, that: (i) Customer may disclose Red Rover's Confidential Information to Customer's Authorized Users who have a need to know it for the purposes of the Agreement; (ii) Red Rover shall have a right to disclose to its employees, affiliates and contractors who have a need to know it and have entered into terms no less protective of the same than the terms of this Section 4; (iii) the Parties may disclose the terms and conditions of the Agreement to their attorneys, accountants, financial institutions, auditors, regulators and other agents in the ordinary course of business, subject to appropriate professional obligations or written confidentiality agreements, (iv) a Party may disclose Confidential Information in accordance with Section 4(B); and (v) all use of Confidential Information shall be subject to all the restrictions set forth in the Agreement.

B. **Compelled Disclosure**. If Receiving Party is compelled by law to disclose Confidential Information, it shall provide Disclosing Party with prior written notice of such compelled disclosure, to the extent legally permitted, and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest it.

C. **Exclusions**. The term "Confidential Information" shall not include any information that is or becomes generally available to the public without breach of any obligation by Receiving Party; was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation by Receiving Party; was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or is received by Receiving Party from a third-party without breach of any obligation owed to Disclosing Party.

D. **Right to Seek Injunction**. If Receiving Party discloses or uses (or threatens to disclose or use) Confidential Information in breach of the Agreement, Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

5. **Red Rover Intellectual Property.** As between Customer and Red Rover, Red Rover (and Red Rover's licensors, where applicable) is the exclusive owner of all right, title and interest, including all related intellectual property rights, in and to all aspects of the Service, including without limitation any integrations thereto, and any other Red Rover intellectual property, regardless of any participation or collaboration by Customer in the design, development or implementation of the Service. No title or ownership of intellectual property rights in and to the Service, or any component thereof, is transferred to Customer or any third parties hereunder.

6. **Customer Data; Data Privacy and Security.**

A. **Customer Data. "Customer Data"** means information, data and other content, in any form or medium, that is submitted, posted or otherwise transmitted by or on behalf of Customer or an Authorized User in connection with their use of the Service. For the avoidance of doubt, Customer Data does not include any Aggregated Statistics, Feedback or any other information reflecting the access or use of the Service by or on behalf of Customer or any Authorized User.

B. **Customer Owns Customer Data.** As between Red Rover and Customer, Customer owns all right, title and interest in and to Customer Data, which shall never be deemed to be part of the Service, even if delivered or incorporated therewith. Customer shall have sole responsibility, and Red Rover shall have no responsibility whatsoever for, the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership of Customer Data, and Red Rover shall not review, monitor or check Customer Data except as instructed by Customer in accordance with the Agreement or as otherwise set out in the

Agreement and necessary to provide the Service to Customer. Customer hereby grants to Red Rover a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Red Rover to provide the Service to Customer.

C. **Customer Data Processing.** Red Rover processes Customer Data utilizing administrative, technical and physical safeguards designed to protect the security, confidentiality and integrity of Customer Data and will not disclose Customer Data to any third party except (i) to Red Rover's affiliates or contractors who are performing services for Red Rover for Red Rover to provide the Service and are subject to written confidentiality requirements no less protective than those contained in Section 4, (ii) to other third parties as Red Rover deems necessary to provide the Service to Customer, or (iii) as required by applicable law. Notwithstanding the foregoing, Red Rover is responsible for any disclosures of Customer Data by Red Rover's affiliates or contractors, and/or other third parties as referenced above to whom Red Rover discloses or transmits Customer Data. Without limiting Red Rover's applicable obligations under this Section 6(C), Customer acknowledges that Red Rover is not responsible for any Customer Data which is delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by Red Rover or its affiliates or contractors, including, but not limited to, the Internet and Customer's local network.

D. **Privacy Policy.** In performing the Service, Red Rover will comply with its Privacy Policy, which is available at www.redroverk12.com and incorporated into the Agreement by reference. The Red Rover Privacy Policy is subject to change at Red Rover's discretion; however, Red Rover privacy policy changes will not result in a material reduction in the level of protection provided for Customer Data during the Order Term.

7. **Term and Termination.**

A. **Agreement Term.** Unless otherwise terminated as provided herein, the Agreement shall commence on the Effective Date and continue until the expiration of all Orders that the Parties have executed (the "**Term**").

B. **Order Term.** For purposes of the Agreement, with respect to any Order the period from the Order start date until the immediately subsequent July 1 (the "**Initial Order Term**") shall be deemed to be the first "year" of the Agreement, regardless of whether such period is equal to or less than three hundred sixty-five (365) days. Unless otherwise specified in an Order, each Order (and any license or subscription rights granted therein) shall commence upon the applicable Order start date and, unless Customer provides a written non-renewal notice to Red Rover not less than thirty (30) days after the immediately subsequent July 1, shall renew each July 1 for one (1)-year renewal terms (any such renewal period shall be referred to collectively as the "**Renewal Order Term**") (together, the Initial Order Term and each Renewal Order Term shall be referred to as the "**Order Term**"). Except as specifically set forth in Sections 7(C), (D) or (E) below, Customer may not terminate an Order at any time in the middle of the Order Term.

C. **Termination for Cause.** In addition to any other express termination right set forth in the Agreement: (i) Red Rover may terminate the Agreement and/or any applicable Order upon written notice to Customer if Customer fails to pay any undisputed amount when due hereunder and such failure continues for a period of ten (10) days after Red Rover's delivery of written notice thereof; or (ii) either Party may terminate the Agreement, effective on written notice to the other Party, if the other Party breaches the Agreement, and such breach is incapable of cure or, being capable of cure, remains uncured to the reasonable satisfaction of the non-breaching Party thirty (30) days after delivery of such notice.

D. **Termination for Insolvency.** Either Party may terminate the Agreement and/or any applicable Order by written notice to the other Party if (i) the other Party takes any step or action in connection with its entering administration, provisional liquidation, or any composition or

arrangement with its creditors (other than in relation to a solvent restructuring or reorganization), being wound up (whether voluntary or by order of the court unless for the purpose of a solvent restructuring or reorganization), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction or (ii) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or substantially all of its business or operations.

E. **Termination for Non-Appropriation.** In the event that Customer is a public school district or similar public entity for which any payment obligation is dependent upon necessary funds being appropriated, budgeted and otherwise made available to Customer for payment of Fees pursuant to applicable laws and regulations, and funds are not made available for such purpose, Customer may terminate the Agreement upon written notice to Red Rover, in which case Red Rover shall not be obligated to refund any prepaid Fees, but Customer shall not be obligated to pay any future Fees under any Order terminated in accordance with this Section 7(E).

F. **Responsibility of the Parties Upon Termination of Agreement.** Upon expiration or earlier termination of the Agreement, Customer shall immediately discontinue use of the Service. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund, except to the extent set forth in Section 7(E).

G. **Customer Data Upon Termination.** Red Rover shall store and retain Customer Data for a period of two (2) years after the expiration or termination of the Agreement unless otherwise required by applicable law. Red Rover shall make Customer Data available in a reasonable format of its choosing upon receipt of a written request from the Customer subject to a reasonable fee based on Red Rover's then-current rates for such services.

8. **Limited Warranties; Disclaimers.**

A. **Red Rover Warranties.**

i. **Limited Warranty.** Red Rover warrants that the Platform will perform substantially in accordance with the specifications set forth in the then-current Documentation and that the Service shall be performed in a good, professional and commercially reasonable manner and it will use individuals with the requisite level of skill and expertise in order to do so. If Customer discovers that any functionality in the Platform fails to conform to the limited warranty provided in this Section 8(A)(i), Customer shall give Red Rover written notice of such nonconformity promptly after discovery and in any event, no later than thirty (30) days after delivery of the Service or any component thereof to Customer.

ii. **Remedy.** Customer's sole remedy for any breach by Red Rover of the warranty provided in Section 8(A)(i) shall be to use reasonable efforts to repair or replace the nonconforming functionality in the Service or provide Customer with an alternative means of accomplishing the desired performance pursuant to Red Rover's provision of support, at Red Rover's expense, as described herein, or re-perform any Service, as applicable, and if Red Rover cannot repair or replace the nonconforming functionality in the Service or provide Customer with an alternative means of accomplishing the desired performance pursuant to Red Rover's provision of support for the Service within a reasonable period of time, or re-perform the Service in a manner that meets with the limited warranty within a commercially reasonable period of time, as applicable, either Party, at its option, may terminate the Agreement and Customer shall receive a refund for the period during which the functionality failed to meet the warranty or a refund for the period during which the Service failed to meet the warranty, as applicable, and a reimbursement for any pre-paid amounts paid by Customer for the remainder of the Order Term.

iii. **Exceptions.** Notwithstanding the above, warranty coverage shall not extend to circumstances in which any failure is the result of the following: (a) Customer is in default or breach of any of its obligations under the Agreement, or (b) any non-conformance of the Service due to (1) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Red Rover; (2) Customer's negligence, abuse, misapplication or misuse of the Service (including the Customer's failure to operate it in accordance with the Documentation); (3) any repairs, modifications, configurations, customizations or rules set by persons other than Red Rover (i.e., where the issue is determined to be caused by such party); (4) Customer Data; (5) any malicious action on the part of Customer or any third party that gains unauthorized access to the servers and/or workstations of Red Rover's or Customer's devices, including, but not limited to, malware, computer viruses, computer hacking or other compromising of operating system, applications or system data; or (6) any other fault or failure that is not due to a fault or failure of the Service to conform to the warranty that the Service will perform substantially in accordance with the specifications set forth in the then-current Documentation.

B. **Red Rover Warranty Disclaimers**. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS SECTION 8, THE SERVICE IS PROVIDED "AS IS" AND RED ROVER AND ITS AFFILIATES MAKE NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING WITH RESPECT TO QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY OR ARISING FROM CUSTOM, COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT ALLOWABLE BY APPLICABLE LAW. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 8, RED ROVER AND ITS AFFILIATES DO NOT WARRANT THAT THE SERVICE WILL: (I) BE SUITABLE FOR THE PURPOSES OF CUSTOMER OR ITS USERS OR WILL ACHIEVE ANY INTENDED RESULT; (II) OPERATE IN ANY HARDWARE AND SOFTWARE COMBINATIONS OR BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION OR MATERIALS; (III) BE COMPLETELY SECURE, ACCURATE, COMPLETE OR FREE OF HARMFUL CODE OR DISABLING CODE; OR (IV) BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PERFORMANCE.

C. **Customer Warranties.** Customer represents and warrants that: (i) Customer owns all right, title, and interest in and to, or otherwise has obtained all rights, consents, permissions or licenses necessary to grant the use of Customer Data and to otherwise allow the Service access to, or possession, manipulation, processing or use of, Customer Data and any other materials in the manner in which it is doing so, including, without limitation, use of the same with the Service; and (ii) Customer Data will not infringe upon a third party's intellectual property rights.

9. **Limitations on Liability.**

A. This Section 9 sets out the entire financial liability of Red Rover (including any liability for the acts or omissions of Red Rover's affiliates, contractors and licensors) to Customer or its employees, agents, contractors or any third party acting on Customer's behalf arising under or in connection with the Agreement or the Service. Except as expressly provided in the Agreement, Customer agrees that it assumes sole responsibility for results, outputs and values obtained from the use of the Service by Customer and for conclusions drawn from such use. Red Rover shall have no liability for any damage caused by errors or omissions in any information, content, instructions or scripts provided to it by or on behalf of Customer in connection with the Service or any actions taken by Red Rover at Customer's direction.

B. **No Consequential Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RED ROVER HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS OR REVENUES, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR

SIMILAR LOSSES, OR LOSS OF CORRUPTION OF DATA OR PURE ECONOMIC LOSS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, LOSS, COSTS, CHARGES OR EXPENSES, HOWEVER ARISING UNDER THE AGREEMENT, WHETHER AN ACTION IS IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION, RESTITUTION OR ANY OTHER THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. **Maximum Aggregate Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RED ROVER'S AGGREGATE LIABILITY ARISING OUT OF THE AGREEMENT IN CONTRACT, TORT, MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE AGREEMENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE BY CUSTOMER TO RED ROVER FOR THE SPECIFIC ORDER UNDERLYING ANY CLAIM BROUGHT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.

D. **Independent Allocations of Risk.** EACH PROVISION OF THE AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THE AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY RED ROVER TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THE AGREEMENT. THE LIMITATIONS IN THIS SECTION 9 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THE AGREEMENT.

10. **Indemnification.**

A. **By Red Rover.** Red Rover shall indemnify, defend and hold harmless Customer and its directors, officers, members, managers, employees and representatives (each a "**Customer Indemnitee**") from and against any and all losses or other liabilities incurred by any Company Indemnitee resulting from any demand, claim, suit or action by a third party (an "**Action**") alleging that the Service infringes or misappropriates such third party's U.S. patents, copyrights or trade secrets. This Section 10(A) does not apply to the extent that the alleged infringement or misappropriation arises from: (i) Customer or third-party materials, including Customer Data; (ii) negligence, abuse, misapplication or misuse of the Service by or on behalf of Customer; (iii) use of the Service by or on behalf of Customer that is outside the purpose, scope or manner of use authorized by the Agreement or in any manner contrary to Red Rover's instructions; or (iv) events or circumstances outside of Red Rover's reasonable control (including any third party hardware, software, or system bugs, defects, or malfunctions). This Section 10(A) sets forth Customer's sole remedy and Red Rover's sole liability and obligation for any actual or alleged claims that the Service infringes or misappropriates the intellectual property rights of any third party.

B. **By Customer.** To the maximum extent permitted by applicable law, Customer shall indemnify, defend and hold harmless Red Rover and its directors, officers, members, managers, employees and representatives (each a "**RR Indemnitee**") from and against any and all losses or other liabilities incurred by any RR Indemnitee resulting from any Action alleging that that use of Customer Data infringes the rights of, or has caused harm to, a third-party or any claim to the extent caused by the Service's access to, or possession, manipulation, processing or use of the Customer Data as necessary to provide the Service to Customer.

11. **General.**

A. **Governing Law; Jurisdiction.** The validity, interpretation and performance of, and any dispute arising under, this Agreement shall be governed by the laws of the state where Customer is located, without reference to the choice of law provisions of any jurisdiction. Red Rover and Customer each hereby (i) agrees that any legal proceeding arising out of or relating to the Agreement shall be instituted in the federal and state courts located in the county and state

where Client is located and (ii) consents to the personal and exclusive jurisdiction of such courts, provided that either party may seek injunctive and other equitable relief in any court of competent jurisdiction.

B. **Assignment.** Neither Party may assign any of its rights or obligations under the Agreement, whether by operation of law or otherwise, without the other Party's prior written approval (not to be unreasonably withheld); provided, however, Red Rover may assign the Agreement without consent to (i) a parent or subsidiary, or (ii) in connection with a merger, acquisition, corporate reorganization, change in control, or sale of all or substantially all of its assets. Any purported assignment in violation of this Section 11(B) shall be void. Subject to the foregoing, the Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

C. **Authorized Use.** During the Term, Red Rover may publicize the fact that Customer has engaged in the authorized use of the Service and Red Rover may use Customer's name and brand image or trademark according to Customer's published guidelines for such use, but Red Rover will not state or imply that Customer endorses or recommends the Service unless authorized by Customer to do so.

D. **Construction and Interpretation.** The Agreement may be executed and delivered by manual or electronic signature in one or more counterparts, each of which will be deemed to be an original copy of the Agreement and all of which, when taken together, will be deemed to constitute one and the same document. The Parties agree that the Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either Party and that ambiguities shall not be interpreted against the drafting Party.

E. **Entire Agreement; No Pre-Printed Forms.** The Agreement comprises the entire agreement between Customer and Red Rover and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding the subject matter contained herein. Any purchase made under the Agreement is not dependent on the delivery of any future functionality or feature of the Service or any oral or written public comments by Red Rover regarding any future functionality or feature of the Service. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to the Agreement. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to the Agreement.

F. **Notice.** Any notice delivered pursuant to the Agreement shall be in writing and shall be deemed delivered: (i) upon delivery if delivered in person; (ii) three (3) business days after deposit in the US mail, registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) business day after deposit with a national overnight courier; in each case addressed to the addresses provided on the applicable Order, or to such other address as may be specified by either Party hereto upon notice given to the other in accordance with this Section.

G. **Force Majeure.** Neither Party shall be liable to the other for any failure or delay in the performance of its obligations for any cause that is beyond the reasonable control of such Party, including, without limitation, acts of God, shortages of supplies, labor or materials, strikes and other labor disputes, storms, floods, acts of war or terrorism, failure of third-party hardware, software, services or networks, failure of service providers, utility blackouts or brownouts, failure of telecommunications or the internet, pandemics and actions by a governmental authority (such as changes in government codes, ordinances, laws, rules, regulations, or restrictions) provided that such Party promptly notifies the other Party of the expected duration of such event.

H. **Amendments.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by both Parties.

I. **No Waiver of Rights.** No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy,

nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

J. **Severability.** If any provision of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

K. **Survival.** The Parties acknowledge that certain provisions of the Agreement, by their nature and content, are intended to survive and remain in effect beyond the termination or expiration of the Agreement. Without limiting the generality of the foregoing, any provision that: (i) relates to confidentiality; (ii) concerns indemnification, limitation of liability, or allocation of risk; (iii) addresses dispute resolution, governing law, or jurisdiction; (iv) involves payment obligations that accrued prior to termination; (v) relates to intellectual property rights, ownership, or licensing; or (vi) by its express terms or reasonable implication is intended to survive termination, shall survive the termination or expiration of the Agreement and remain binding upon the Parties and their respective successors and permitted assigns.

L. **WAIVER OF JURY TRIAL.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 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 THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

M. **Relationship of the Parties.** No joint venture, partnership, employment or agency relationship exists between Customer and Red Rover as a result of the Agreement or use of the Service.

N. **Third-Party Beneficiaries.** There are no third-party beneficiaries to the Agreement, and the Agreement does not confer any rights on any person or party other than the Parties (and, where applicable, their successors and permitted assigns).

ADDENDUM

As part of the agreement between the Tredyffrin/Easttown School District (the "District") and Red Rover Technologies, LLC ("Vendor"), memorialized at Reference: Q- 12680 ("Agreement") the District and the Vendor hereby agree that the following terms modify and supplement the Agreement, including Vendor's Privacy Policy, Master Services Agreement and any other applicable governing terms.

To the extent that the terms and conditions listed below conflict with the Agreement, including Vendor's Privacy Policy, Master Services Agreement, and/or any other applicable governing terms, the terms of this Addendum shall control.

1. Vendor agrees to make every reasonable effort to comply with the laws and regulations relevant to the District's responsibility to protect the privacy and confidentiality of District students and employees and related information and data. To the extent that Vendor has access to any health information (of District students or employees) as defined in the regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. 160 et seq.; any District payroll information, including any employee social security number, address, rate of pay, salary, deductions, or exemptions, and/or immigration status; any District employee evaluations and/or investigations; any District financial information including credit card numbers, bank account numbers, and/or securities information; and/or any other information identified by the District as "Sensitive Data," such information shall be maintained in a confidential and secure manner. Such information shall not be disclosed to any third party unless required to do so by law, authorized in writing by the District Superintendent or designee, or disclosed to Vendor's subprocessors or contractors who require access to such information to provide the services contemplated by the Agreement and who are bound by written confidentiality obligations no less protective than those contained herein. The District will be notified in advance of such a disclosure.

2. Notwithstanding any provision to the contrary, Vendor agrees to indemnify, defend, and hold the District and its directors, officers, members, agents, and employees harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorneys' fees, arising out of any claim(s) by third parties alleging that Vendor's products or services used by the District infringe upon a third-party intellectual property right. This obligation shall not apply to the extent that any alleged infringement arises from: (i) District materials, including any data provided by the District; (ii) negligence, abuse, misapplication, or misuse of the products or services by or on behalf of the District; (iii) use of the products or services by or on behalf of the District outside the purpose, scope, or manner of use authorized by the Agreement; or (iv) events or circumstances outside of Vendor's reasonable control (including any third-party hardware, software, or system bugs, defects, or malfunctions).

3. The District's obligations regarding indemnification are expressly limited to claims and amounts covered by the District's applicable insurance policies.

4. The laws of the Commonwealth of Pennsylvania will govern this Addendum and the underlying Agreement between the parties. Vendor agrees to the exclusive

jurisdiction and venue of courts sitting in Chester County, Pennsylvania, with respect to any disputes that arise between the parties under this Addendum or the underlying Agreement. In the event of arbitration between the parties, such arbitration will take place in Chester County, PA, unless otherwise agreed to by the parties.

5. Vendor agrees that it shall not use the District's name, mascot, or logo without the prior written authorization of the District's Superintendent or designee.

6. Vendor agrees that in the event that Vendor cancels the Agreement between the parties at no fault of the District, or suspends or materially reduces the District's access to Vendor's products/services contemplated in the Agreement at no fault of the District, the District shall be entitled to a refund of any unused portion of the fees paid to Vendor under the Agreement.

7. Vendor agrees that no person shall be excluded from participation in Vendor's services and total access to such services on the grounds of sex, color, religion, race, national origin, non-disqualifying disability or due to membership in any other class protected by law.

8. Neither party may assign any of the rights or obligations under the Agreement without the prior written consent of both parties; provided, however, that Vendor may assign the Agreement without consent in connection with a merger, acquisition, corporate reorganization, change of control, or sale of all or substantially all of its assets. Vendor may engage subprocessors and contractors as necessary to provide the services contemplated by the Agreement, subject to the confidentiality and data protection obligations set forth herein. Vendor shall remain responsible for the acts and omissions of its subprocessors and contractors with respect to the obligations set forth in this Addendum.

9. Vendor agrees that it will comply with all applicable federal, state, and local laws and regulations in carrying out its obligations outlined in this Addendum and the underlying Agreement between the parties.

10. Vendor agrees that it will be responsible for any direct damages, losses, and/or costs caused by a breach of this Addendum or the underlying Agreement between the parties, or a breach of confidentiality caused by the Vendor or its employees, regardless of when the breach occurs; provided that Vendor's aggregate liability under this paragraph shall not exceed One Million Dollars ($1,000,000). Vendor will not be liable for any consequential, incidental, or special damages arising hereunder.

11. Any payment(s) due under the Agreement shall be due thirty (30) days after receipt by the District of a properly detailed invoice from Vendor.

12. Vendor acknowledges that this Addendum and the underlying Agreement between the parties (including all relevant terms and conditions) shall be considered public records under Pennsylvania's Right-to-Know Law and will not be considered confidential; provided, however, that Vendor's trade secrets and proprietary

technical information contained in or related to the Agreement shall remain subject to any applicable exemptions under the Right-to-Know Law.

13. Notwithstanding anything to the contrary in the Agreement, there shall be no automatic renewal of the underlying Agreement between the parties at the end of the stated term. At the conclusion of the stated term, the Agreement shall terminate, unless the parties have agreed in writing to an extension or a renewal of the Agreement.

I am authorized by the Vendor to sign this Addendum and I understand that this is a legally binding agreement and by my signature, indicate my intent to bind the Vendor to this Addendum.

RED ROVER TECHNOLIGIES, LLC

DocuSigned by:

By: Daniel OShaughnessey
A23A3A8680234F5...
Signature

Printed Name: Daniel OShaughnessey
Position: CEO
Date: 7/1/2026

Tredyffrin/Easttown School District

By: _____
Signature

Printed Name: Richard Gueick
Position: Superintendent
Date: 7/1/26

Consent VII, C, 7: Agreement with Soliant Health, LLC

VIA: Dr. Anthony Stevenson, Director of Human Resources

Action Under Consideration: That the Board of School Directors approves the attached agreement between Soliant Health, LLC and the Tredyffrin/Easttown School District to provide supplemental staffing, recruiting, and candidate referral services.

CLIENT SERVICES AGREEMENT
Education Division

Soliant Health, LLC (the "Company"), and **Tredyffrin-Easttown School District** whose primary location is 940 West Valley Road, Suite 1700, WAYNE, PA 19087 (the "Client") enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Company's employees (the "Consultant" or "Consultants") with Client. This Agreement will govern the overall terms of the relationship, while separate Client Assignment Confirmation (Addendum A) for each placement will outline specifics such as bill rates, personnel, assigned discipline, and assignment lengths.

1. **Scope of Services.**
The Company, a staffing agency in the business of providing supplemental staffing, recruiting, and candidate referral services, will use commercially reasonable efforts to identify, screen, refer, and provide Consultants to Client on a temporary basis or, if requested by Client, for direct hire. The parties agree that Company cannot and does not guarantee the results, performance, or continued availability of any Consultant. Client represents and warrants that it currently holds, and will maintain throughout the term of this Agreement, all licenses, permits, accreditations, and other requirements necessary to operate its business and to properly supervise and utilize the Consultants in the positions assigned. If a Consultant is unable or unwilling to complete the specified temporary assignment, Company will use commercially reasonable efforts to identify a replacement in a timely manner.

2. **Independent Contractor.**
The parties agree that the relationship of each to the other is that of an independent contractor. All Consultants will remain employees of the Company, which is solely responsible for providing and maintaining payroll services for any Consultant placed with Client, maintaining payroll records, and withholding and remitting all payroll taxes and social security payments, unless the parties otherwise agreed to in writing. Company does not ordinarily use subcontractors in providing services. Should the need to use a subcontractor arise, the Company will notify Client in advance of the assignment to receive approval.

3. **Term of Agreement.**
This Agreement begins on the date of the latest signature below ("Effective Date") and remains in effect for a period of one (1) year unless terminated earlier in accordance with the provisions of this Agreement. Following the initial term, this Agreement will automatically renew for successive one-year periods. If either party elects not to renew, all obligations under this Agreement will cease at the end of the current term, except for any provisions that expressly or by their nature survive termination.

4. **Telepractice Services.**
Company, at Client's request, may provide telepractice services through its teletherapy provider VocoVision. Should utilization of VocoVision occur, Client will receive **Addendum A – Teleservices Assignment Confirmation** which outlines specific terms and conditions regarding VocoVision's telepractice services.

5. **Insurance.**
Company will maintain at least the following minimum amounts of insurance:
   General Liability - $2,000,000 per occurrence and $4,000,000 aggregate.
   Workers Compensation - in accordance with state regulations.
   Employer's Liability - $1,000,000.
   Excess Liability over General Liability and Employer's Liability - $5,000,000 per occurrence and $5,000,000 aggregate.
   Professional Liability - $1,000,000 per occurrence and $3,000,000 aggregate.
   Sexual Abuse and Molestation - $1,000,000 per claim and $3,000,000 aggregate

6. **Competency and Licensing.**
Company will make reasonable efforts to present only Consultants qualified for their discipline based on the applicable Department of Education licensing and certification requirements, professional standards, and Client requirements for the disciplines placed with Client. The Company will conduct pre-employment screenings to provide Consultants who meet the applicable standards and Client requirements. To assist in these efforts, Client will provide Company with all necessary standards and Client requirements for each discipline a Consultant may work in. Client acknowledges that it possesses the unique and necessary knowledge to assess the qualifications of any Consultant referred to work with Client, and Client agrees that it has the ultimate responsibility of approving a Consultant's licensure, certifications, and qualifications as acceptable for Client in the assigned discipline. To this end, Company will make available to Client all necessary Consultant records that Company may disclose and may, at Client's discretion, facilitate an interview between Client and Consultant to assist in the assignment decision. If Client becomes aware of any notices, findings, or information, including but not limited to fingerprint search results, that may negatively impact the start or continuation of an assignment, Client will notify Company in writing within three (3) business days of Client's knowledge of such information and will provide Company with all relevant and necessary details regarding the situation. Failure to notify Company may result in the termination of this Agreement and any current or future assignments.

7. **Credentialing and Onboarding.**
Consultants assigned to Client must pass all required background checks, fingerprinting, and security screenings in accordance with federal, state, and local requirements as applicable to Client and the assigned discipline. Client will confirm that Consultants meet these requirements prior to the start of an assignment.

Client acknowledges that Consultants must complete Company's onboarding and credentialing processes prior to the start of an assignment, and Client agrees that Consultants may not provide any services prior to their completion of onboarding and credentialing. Company will provide Client with written notice of Consultant's completion of onboarding and credentialing and Consultant's authorization to begin work. If Client authorizes a Consultant to begin work before completion of the onboarding and credentialing process, Client accepts full responsibility for such authorization. Client agrees to indemnify, defend, and hold harmless Company from all liabilities, losses, damages, costs, and expenses arising due to Consultant's performance of services during such period and agrees that in no instance is Company liable to Client for its decision to authorize work without Company's written approval and confirmation of completion of onboarding and credentialing.

8. **On-Site Responsibility.**
Client will provide Consultants with orientation to all Client specific policies, procedures, and processes necessary to provide services, including but not limited to safety policies and procedures, and Client will provide all necessary support, facilities, training, direction, and means for Consultants to satisfactorily complete the assignment. Client acknowledges that Company does not provide special education, therapy, nursing, or related services and only provides candidate identification and placement services. As such, the provision of Consultant's services is not supervised by Company. Client will provide Consultant and Company written notice and contact information of the Client supervisor assigned to each Consultant. At all times, Consultants are subject to Client's guidance, supervision, and control for the work performed and services provided. Client is responsible for Consultant's adherence to the applicable standards of practice and Client requirements, and only Client is responsible for determining the appropriate services to be provided by Consultant. Client will not allow Consultant, at any time, to perform work or provide services that are outside the scope of the duties and responsibilities of their assigned position, and Client will not allow Consultant to perform work at any location other than the location(s) agreed upon with Company. Client will not allow, request, or require that Consultants use any automobile, regardless of ownership, or Consultant's personal devices in performance of any work for Client without the written consent of Company. Client acknowledges that any deviation from Client's policies and procedures, as orientated to Consultants, should be immediately reported in writing and directly to Company so it may offer correction and/or counseling to the Consultant.

9. **Administrative Responsibilities**.
Client is responsible for orienting Consultants to Client's policies and procedures regarding the submission of any paperwork required for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. Should Consultant fail to submit paperwork as required by Client's policies and procedures, Client will notify Company in writing within three (3) business days of Client's knowledge of the alleged failure. Failure to timely notify Company or notify Company before an assignment ends negates any Client claim to withhold payment due to untimely work and/or paperwork non-compliance.

Where required by federal, state, or local law, Client acknowledges it is responsible for providing and administering meal and rest periods to Consultants in accordance with such laws because Company does not maintain control over Client's workplace. If Client operates in such a jurisdiction, Client will provide a written policy outlining Client's requirements and procedures to Company and Consultants, and Client will provide appropriate training to Consultants so they may comply with such policy. Client agrees to indemnify Company for any payments or other expenses incurred by Company relating to Client's failure to properly administer any legally required meal or rest breaks. Client will immediately notify Company in writing if it is unable or unwilling to provide or administer legally required meal and rest breaks. In such an event, Company may immediately terminate any or all current and future assignments with Client. In the event of any inquiries regarding meal and rest break compliance, Client and Company will cooperate in good faith to resolve the matter in accordance with applicable laws and best practices. If corrective action is necessary, the parties will work together to determine an appropriate resolution.

10. **Workplace Conditions and Reporting of Work-Related Injuries.**
Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed necessary for the positions to which Consultants are assigned. Client warrants that its facilities and operations comply with all applicable federal, state, and local safety and health laws, regulations, and standards, including but not limited to all applicable workplace safety standards. Client agrees it is responsible for providing all necessary safety training and equipment to Consultants, and for each Consultant's compliance with applicable health and safety requirements, including those instituted by Client. Client ensures compliance with all applicable workplace safety obligations, including general training on the reporting of work-place injuries or incidents, and occupational exposure to bloodborne pathogens. Records of such occurrences will be maintained by Client and will be accessible to Company. In the event of a workplace injury, incident, or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the appropriate treating department as per Client protocol. Consultant will concurrently report any workplace injury, incident, or exposure to Company for the purpose of reporting such event to Company's workers' compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for providing written notification of such change to both Company and Consultants.

11. **Employment of Consultants.**
Any hire or engagement by Client of a Consultant introduced by Company, without Client first utilizing Company's temporary staffing services for that Consultant for at least one school year, will constitute a direct placement resulting from Company's recruiting efforts. In such event, Client will pay Company a recruiting fee equal to $22,500 or thirty percent (30%) of the Consultant's first-year base compensation (or annualized engagement value), whichever is greater, payable within thirty (30) days of the Consultant's start date. The parties further acknowledge and agree that: a) this provision is intended solely to compensate Company for recruiting and placement services actually performed; b) nothing in this Agreement restricts Client's right to hire any individual; and c) this section shall apply only to the extent permitted by applicable law and shall be construed accordingly. If any portion of this section is determined to be unenforceable under applicable law, it shall be modified to the minimum extent necessary to comply with such law while preserving the parties' original intent.

12. **Equal Opportunity and Workplace Harassment.**
Both parties agree to provide equal opportunity to all Consultants and agree that they will not discriminate against, harass, or retaliate against any Consultant based on race, religion, color, sex, national origin, age, disability, veteran status, or any other status or condition protected by applicable federal, state, or local laws. Client will promptly investigate all allegations of discrimination, harassment, and retaliation, and will immediately report to Company any such incident or suspected incident involving a Consultant and Client employees or agents or occurring at Client's worksites. Client will indemnify Company for all losses, liabilities, or damages associated with defending any charge, complaint, claim, cause of action or suit by any governmental or administrative agency and/or any Consultant or anyone acting on Consultant's behalf, arising in whole or in part due of Client or Client's employees or agents..

13. **Timekeeping and Invoicing.**
Client will ensure that Consultants accurately record the start and stop times for all hours worked in accordance with Client's policies and that Consultants utilize Client's designated method for submission of Company's timesheet. Timesheets and/or timesheet approvals are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Company will generate an invoice based on timesheets submitted. Each invoice will contain a unique invoice number, date(s) of services provided, Consultant name, job title, hourly bill rate, total hours billed, and total amount due. Company pays overtime in compliance with federal, state, and local laws. Client agrees to be billed at one and one-half (1.5) times the regular bill rate for all hours when Company is required to pay overtime. Client must notify Company in writing if pre-approval is required for overtime hours prior to any such hours being worked. Client attests that only Client employees with appropriate knowledge and authority will review and approve invoices and will notify Company of any errors within fifteen (15) days of the date of invoice, and Company agrees that all non-disputed amounts are due and payable according to the standard payment terms contained herein. Company and Client will work in good faith to resolve any errors, and Company will provide a corrected invoice mutually acceptable to both parties within ten (10) business days of a resolution. In the event Client fails to report errors within fifteen (15) days, disputes will not be accepted, and the invoice will be due and payable in full.

14. **Payment Terms, Default Charges, and Minimum Wage Increases.**
Company will submit invoices to Client on a weekly basis for all services provided during the previous week. **Client's payment is due within fifteen (15) days of receipt of invoice.**

Invoices are considered past due if not paid by the agreed upon due date. Client agrees to pay all necessary collection costs, including reasonable attorney's fees and costs. Company reserves the right to approve or discontinue any extension of credit and the terms governing such credit.

If Company is required to increase Consultant's compensation due to minimum wage increases or experiences an increase in compensation costs as a direct result of any law, order, or other government action, Client agrees that Company may increase the bill rates at a proportional level. Company agrees it may only increase bill rates up to a level that places Company in the same position it was prior to such law, order, or action. Company will provide fifteen (15) days written notice to Client prior to any such change taking effect.

15. **Limitation of Liability.**
NEITHER PARTY WILL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND WILL NOT BE LIMITED BY THESE PROVISIONS.

16. **Incident and Error Tracking.**
Client will report to Company any performance issues, incidents, errors, or other similar events related to the work or services provided by Consultants. Company will document reported incidents and may track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of Client's knowledge of the occurrence.

17. **Termination of Assignment With Cause.**

Immediately upon Client's knowledge, Client will report to Company any behavior issue, deviation from the accepted standards of practice, policies, and procedures as orientated to Consultant, or incident that would be considered adverse to Client's operations. In such an event, Client may request, in writing, that Company facilitate the immediate removal of Consultant. Client agrees it will not immediately remove a Consultant or terminate an assignment unless Company has been notified in writing or, based on Client's good faith assessment, that immediate dismissal is necessary to protect Client's operations. Upon termination of assignment or removal of a Consultant, Client will provide documentation specifying the reasons and facts of the termination to Company within forty-eight (48) hours. If Client does not report such deviation(s) and terminates an assignment or does not provide the required documentation following a termination, Client will be assessed an amount equal to five (5) days of billings at the bill rates and minimum hours agreed upon in the applicable Client Assignment Confirmation. The parties agree that Consultants are an integral part of Company's operations and a resource that may have been developed over years, and Client acknowledges that Company may not be able to find another position for Consultant, ultimately leading to termination of Consultant's employment with Company. Accordingly, any delay or absence of written notice may result in lost revenue or other consequences not foreseen at this time. Therefore, the parties agree the liquidated damages in this Section are reasonable for the probable loss suffered by Company in the event of Client's breach of this provision.

Client is responsible for all costs and fees up to the point of termination. Client will provide Company a five (5) business days exclusivity period to refill the position in the event of termination with cause. Should Company identify a suitable Consultant, Client will agree to the original or extended terms of the terminated Consultant's assignment. In the event a replacement Consultant requires higher compensation, Client agrees that Company may proportionately increase the bill rate to put Company in the same position as it was before the termination.

18. **Termination of Agreement and Termination of Assignment Without Cause.**
Client may terminate an assignment or this Agreement upon thirty (30) days written notice. Client is responsible for all charges and fees prior to notice date and through the 30-day period of notice. If Client is unable to or does not provide thirty (30) days written notice, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours for all terminated assignments. In the event of termination without cause, Client is responsible for any housing and travel costs actually incurred by Company because of such termination.

19. **Minimum Hours.**
Client will provide Consultants with the number of work hours per week specified in the applicable Client Assignment Confirmation. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the minimum work hours. Minimum work hours will be reduced to reflect scheduled closings for holidays and planning days.

20. **Force Majeure and Unscheduled Facility Closure Policy.**
Neither party is liable for failure or delay in performing its obligations, if such failure or delay is due to natural disasters, pandemics, acts of war, government regulations, or other events or causes beyond the parties' control. Further, the parties agree that Company is not liable for failure or delay in performing its obligations, if such failure or delay is due to termination of Consultant or Consultant's resignation. If services are interrupted, both parties will make reasonable efforts to resume operations.

Notwithstanding the foregoing, the parties agree that in the event of an unforeseen or unexpected interruption resulting from a complete or partial unscheduled closure of Client's facilities due to natural or manmade events, including but not limited to fires, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services all Consultants whose services can be performed in such a setting. Client agrees to be billed for virtual services at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours will be entered and processed according to the normal time submittal and approval process, unless otherwise requested in writing by Client and agreed upon by Company. Company and Client will work in good faith to determine which contracted disciplines qualify for virtual services, however Client may not decline virtual services of a Consultant if the same services are provided virtually by Client employee(s). For Consultants not eligible for virtual services, Client will be invoiced and will pay for each affected Consultant a rate of $200 per day for each workday that the affected Consultant is unable to work due to an Unscheduled Closure.

21. **Multiple Locations.**
If Client requires Consultant to travel to and perform services at more than one location, Client will compensate Company for travel time between facilities at the regular hourly bill rate and for mileage not to exceed the then current IRS reimbursement rate.

22. **Issue Resolution.**
In the event Client encounters an issue that is not satisfactorily resolved by its Company representative, Client should escalate the issue to the appropriate Company manager by calling 800-849-5502. Please ask for your account representative's manager.

23. **Indemnification.**

To the fullest extent permitted by law, each party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other party, and each of their respective officers, directors, agents, and employees (the "Indemnified Party") against all liabilities, losses, damages, costs and expenses ("Losses") to the extent caused by the actions or inactions of the Indemnifying Party. In no event will the Indemnifying Party's obligations extend to Losses resulting solely from the negligent act or omission, willful misconduct, breach of this Agreement, or unlawful act of an Indemnified Party.

The Indemnified Party will notify the Indemnifying Party promptly after receiving notice of a claim, lawsuit, demand, action, or threatened action ("Claim") covered by the indemnity obligations in this Agreement and will provide the Indemnifying Party with all necessary documentation for the Indemnifying Party to assess its obligations under the Agreement. The parties will keep each other reasonably informed regarding the status of any Claim, will work in good faith in the defense and settlement of Claims, will provide notice to and consult with each other prior to settling any Claim. Neither party will, without the other's written consent, settle or compromise any claim or consent to the entry of any judgment regarding any Claim which indemnification is being sought unless such settlement, compromise, or consent (i) includes an unconditional release of the other party from all liability arising out of such claim; (ii) does not include any admission or statement suggesting any wrongdoing or liability on behalf of the other party; (iii) does not contain any equitable order, judgment, or term that affects, restricts or interferes with the business of the other party; and (iv) does not place any monetary obligations or liabilities on the other party. Any omission or delay in complying with this paragraph by the Indemnified Party will relieve the Indemnifying Party of its obligations to the extent it is prejudiced by such omission or delay. This Section will survive any termination or expiration of this Agreement.

24. Confidentiality.

Each party acknowledges that, they (the "Receiving Party") will learn confidential information of the other party (the "Disclosing Party"). Confidential information (as defined here and below) is any information which is private to the Disclosing Party but is shared by to the Receiving Party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements, and terms and conditions of this Agreement.** It is agreed that neither party will disclose any Confidential Information of the other party to any person or entity nor permit any person or entity to use Confidential Information, except as required to fulfill the party's obligations under this Agreement.

Confidential Information of Company also includes, but is not limited to, any and all information owned or controlled by Company and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Company and which is not generally disclosed to the public, including but not limited to employee and Consultant information and Company's technical data, policies, financial data, contract terms and provisions, billing rates, and permanent placement fees whether disclosed orally, in writing, or by inspection, and that should be reasonably understood to be confidential given the nature of the information.

If the Receiving Party attempts to use or dispose of any Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of this Agreement, the Disclosing Party has the right, in addition to other remedies which may be available to it, to obtain injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant. The parties acknowledge and agree that monetary damages may not be a sufficient remedy for any breach or threatened breach of this Section and, therefore, such injunctive relief is appropriate as a remedy and the breaching party waives any requirement for the securing or posting of any bond showing actual monetary damages in connection with such breach.

The parties understand and agree that nothing in this Section is meant to prevent any disclosure of Confidential Information required under federal, state, or local law, regulation, or a valid order issued by a court or governmental agency (each a "Legal Order"). Before making such disclosure, the Receiving Party will provide the Disclosing Party with (i) prompt written notice of such Legal Order so the Disclosing Party may seek, at its own costs and expense, a protective order or other remedy; and (ii) reasonable assistance, at the Disclosing Party's costs and expense, in opposing such disclosure. If, after providing notice, the Receiving Party remains subject to a Legal Order to disclose any Confidential Information, the Receiving Party will disclose only the portion of Confidential Information that such Legal Order specifically requires to be disclosed.

25. Family Education Rights and Privacy Act, Data Protection, and Cybersecurity.

Where applicable, Company will comply with all laws, rules, and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about Client's students may be contained in records maintained by Company and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect relevant records in accordance with FERPA and Client policy. If necessary, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines. Notwithstanding the foregoing, Client will not, unless necessary in furtherance of this Agreement, disclose such information to Company or Consultant, and Client will not, under any circumstances, allow Consultant to remove such information from Client facilities. If such removal occurs, Client will immediately notify Company, and the parties will work in good faith to remedy the situation. Except where required by law, Company will not disclose to any third party, without prior consent of a parent/guardian and written consent of Client, any information regarding students that Company may learn or obtain during this Agreement.

The parties will implement and maintain reasonable security measures to protect data from unauthorized access, disclosure, or use and will comply with all applicable federal, state, and local laws regarding privacy and data protection. In the event of

a data breach affecting the other party, the affected party must notify the other party within five (5) business days of its awareness of the breach. Upon termination of this Agreement or upon the other party's request, each party will return or securely destroy records and data in accordance with applicable laws. Client agrees Company is free from any liability arising from or relating to Client's failure to provide onsite supervision or to orient and train Consultant on Client's policies, procedures, or oversight related to data protection.

26. State Retirement System Notice.
This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or successor system applicable to the professionals provided by Company. Client agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant and fulfilling all associated administrative duties. The parties agree that the applicable employee share paid to the system by Client shall be deducted from the amount due to Consultant by Company. Client and Company expressly acknowledge and agree that if any Consultant is required to or elects to participate in a retirement system/pension, Client is solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension. Client will immediately notify Company if any Consultant is required to or voluntarily elects to participate in any such system. In such event, Client will advise Company of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client will withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by Client will be deducted from the amount owed to Company by Client.

27. Conflicts of Interest.
The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with the ability to perform under this Agreement. To that end, the parties hereby certify and represent that their officials, employees, and agents do not have any significant financial or other pecuniary interest in the other party's business or operations, and no inducements of monetary or other value were offered or given to any officer, employee, or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

28. Client Funding.
The parties acknowledge that Client's obligations under this Agreement may be subject to budgetary constraints and appropriations by government authorities. If funding for services under this Agreement is reduced or eliminated by governmental action, Client will immediately notify Company in writing. In such cases, the parties will negotiate in good faith to modify the Agreement to allow for continuation of services. However, if Company, in its sole discretion, determines that it is not feasible to continue providing services at reduced costs, Company may immediately terminate this Agreement and all current and future assignments, without liability to Client.

29. Survival.
The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation, or expiration of this Agreement, will survive termination, cancellation or expiration of this Agreement.

30. Notices.
All notices required to be given in writing will be sent to the names/addresses listed below.

Soliant Health LLC	***To Client***
Contract Department 5550 Peachtree Parkway Suite 500 Peachtree Corners, GA 30092 ContractNotices@soliant.com	Attention: Tredyffrin-Easttown School District Address: 940 West Valley Road, Suite 1700, WAYNE, PA 19087

31. Governing Law.
This Agreement shall be governed by and construed in accordance with the laws of the State where the services are provided, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the State in which services were performed.

32. Electronic Signatures, Counterparts, and Authority.

This Agreement and any related documents may be executed and delivered electronically, including by email or electronic signature software. Signatures transmitted electronically will be considered valid and binding as if they were original signatures.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. A signed copy of this Agreement transmitted by electronic means (such as email or other software) will have the same legal effect as an original signed copy.

The persons signing this Agreement represent that they have the proper authority to bind their respective party. If Client is entering into this Agreement on behalf any additional affiliated facilities, Client represents that it has the proper authority to bind those facilities to the terms of this Agreement. As such, Client will be jointly and severally liable under this Agreement for the obligations of such additional affiliated facilities.

33. Severability and Waiver.
If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect. When possible, the parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a legally valid alternative.

Failure or delay by either party to enforce any provision of this Agreement will not be considered a waiver of that provision or any other provision, and a waiver of any right(s) under this Agreement must be in writing and signed by the waiving party. No waiver of any default will be deemed a waiver of any subsequent default.

34. Entire Agreement.
This Agreement and each duly executed Amendment or Exhibit represents the entire agreement between the parties and supersedes any prior understandings or agreements, whether written or oral, between the parties with respect to the the subject matter herein. The parties acknowledge that they were given the opportunity to discuss this Agreement with legal counsel. Should any provision of this Agreement require judicial interpretation, the interpretation shall not apply any rule of construction to construe the provision(s) more strictly against one party. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns, subject to the limitations contained herein. This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. ***(Please return all pages of this Client Services Agreement)***

CLIENT ID – CLIENT NAME

114785 - Tredyffrin-Easttown School District

Signature 6/9/26 Date

Richard Gusick
Print Name

Superintendent
Title

Soliant Health, LLC

Alix Thomas
Division Director
July 01, 2026 17:37 UTC
IP: 38.142.130.218

RIDER TO AGREEMENT BETWEEN
SOLIANT HEALTH, LLC ("Provider") &
TREDYFFRIN/EASTTOWN SCHOOL DISTRICT ("District")

The Provider and the District hereby agree that the Client Services Agreement between the parties ("Agreement") is hereby amended and supplemented to include the following provisions. To the extent that the terms of this Rider conflict with the terms outlined in the Agreement, the parties agree that the terms of this Rider shall control.

1. The Provider and the District hereby agree that the Agreement shall be governed by the following terms and conditions:

   A. Qualifications. Provider represents that those individuals performing services to the District in accordance with the Agreement are qualified and permitted by law to perform such services.

   B. Compliance with District Policies and Procedures. Provider agrees that those individuals performing services to the District in accordance with the Agreement will adhere to all Board Policies, Administrative Regulations, rules and established procedures.

   C. Compliance with Applicable Laws. Provider agrees that it, including its employees or representatives performing services to the District in connection with this Agreement, will comply with all applicable federal, state, and local laws and regulations in carrying out its obligations in this Rider and underlying Agreement between the parties. Additionally, Provider affirmatively acknowledges that the District is a participant in the School-Based ACCESS Program ("SBAP"). Provider agrees to comply with all applicable District and SBAP procedures, requirements, and requests to ensure the District is able to timely and accurately submit for the maximum amount of reimbursement to which it is entitled under the SBAP with respect to Provider's services to District students.

   D. Certifications, Disclosure Forms, Training, and Employment History Review.
      1. The following provision applies to Provider employees/agents who will have direct contact with students in connection with the provision of services under this Agreement:
         i. Provider shall provide the following required certifications to the District:
            1. PA State Police Background Check;
            2. PA Child Abuse History Clearance; and
            3. Federal Criminal History Background Check – FBI Report
      2. Provider will provide the District with an executed PDE-6004 disclosure form for every employee or agent who performs work for the District pursuant to this Agreement. The form shall be supplied to the District prior to the employee/agent coming onto District property or having direct contact with District students. Additionally, Provider will notify the District in writing

within 72 hours if any employee or agent of Provider performing services under this Agreement is arrested or convicted of any crime.

3. Provider agrees to provide all employees and agents performing services under this Agreement with mandatory child abuse training in accordance with Pennsylvania law or to confirm that such employees/agents have otherwise undergone such training.
4. Provider employees/agents who will have direct contact with students must undergo an employment history review, which shall be conducted by Provider, in accordance with Act 168 of 2014. Such records of the review shall be made available to the District upon request, and Provider shall notify the District of receipts of any affirmative response(s) with respect to any of the abuse and sexual misconduct background questions.

E. Confidentiality and Non-Disclosure. Provider shall treat information it obtains through the performance of its contract in a confidential manner and shall not disclose such information to any third party unless required to do so by law or authorized in writing by the Superintendent or designee.

F. Insurance. Provider, at its own expense, shall maintain a policy or policies of professional liability and general liability insurance, providing coverage in the amounts of at least One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate per year, which insures Provider and each employee thereof against any act, error or omission of Provider and Provider's employees. Provider shall include the District as a named insured on the policy or policies of general liability insurance. All insurance policies shall be maintained with the companies authorized to do business in the Commonwealth of Pennsylvania and certificates of coverage shall be furnished to the District upon request.

G. Indemnification. Provider shall indemnify, defend, and hold the District and its directors, officers, members, agents, and employees harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorneys' fees, arising out of (1) any negligent or intentional act(s) or omission(s) of Provider and/or its affiliates, representative, directors, officers, agents, independent contractors, and employees in the performance of any and all duties and services to the District provided hereunder, except to the extent caused by, attributed to or arising from any act(s) or omission(s) on the part of the District or its agents, officers or employees and (2) any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against the District by any of Provider's employees or, in the event of death, by their personal representatives.

H. Restraints. In the event that the Provider or any employee or representative thereof who performs services for the District as contemplated in this Agreement restrains or causes to be restrained a District student, as the term "restraint" is contemplated in the Pennsylvania special education regulations, the Provider shall immediately, or as soon as practicable thereafter, notify the District's

Director of Pupil Services and Special Education and provide reasonable assistance to the District in performing any additional reporting that must take place as a result.

I. Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

J. Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the District.

K. Use of District's Name/Logo. Provider shall not use the District's name or logo without the express written authorization of the District Superintendent.

L. Promotional Materials. Provider agrees not to utilize any materials prepared in connection with the services rendered under this Agreement for the purpose of illustration, advertising, publication or promotion without the District's express written consent.

M. Non-Discrimination. The parties to this Agreement agree that no person shall be excluded from participation in the services and total access to the services provided hereunder on the grounds of sex, color, religion, race, national origin, non-disqualifying disability or due to membership in any other class protected by law.

N. Governing Law and Severability. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability of thereof shall not affect the remainder of this Agreement, which shall remain in full force and affect enforceable in accordance with its terms.

O. Right to Know Law. Provider agrees that it will, when requested by the District, cooperate with the District in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for public records made under such laws. This provision does not obligate the Provider to create any record other than the written report to the District.

P. Reassignment of Provider's Employees. At the request and discretion of the District, the Provider shall immediately remove any employee who is determined by the District to have violated any applicable District policies, regulations and/or routines, or whose continued assignment to the District is no longer in the best interest of the District or its students. In the event that one of Provider's employees is removed at the request of the District, the District shall be under no obligation to pay for the services rendered by the employee subsequent to the District's request for reassignment being made to the Provider.

Q. The Payment. The Parties agree that Paragraph 14 of the Agreement shall be modified as follows: Company will submit invoices to Client on a weekly basis for all services

provided during the previous week. **Client's payment is due within thirty (30) days of receipt of invoice.** Under no circumstances shall the District be required to pay Provider any fees except those for hours actually worked by Provider's employees/agents. The District shall not be obligated to pay liquidated damages as contemplated in the Agreement.

R. Paragraph 18 of the underlying agreement is hereby revised to read as follows:

Client may terminate an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours for all terminated assignments.

R. Paragraph 20 of the underlying agreement is hereby revised to read as follows:

Neither party is liable for failure or delay in performing its obligations, if such failure or delay is due to natural disasters, pandemics, acts of war, government regulations, or other events or causes beyond the parties' control. Further, the parties agree that Company is not liable for failure or delay in performing its obligations, if such failure or delay is due to termination of Consultant or Consultant's resignation. If services are interrupted, both parties will make reasonable efforts to resume operations.

Notwithstanding the foregoing, the parties agree that in the event of an unforeseen or unexpected interruption resulting from a complete or partial unscheduled closure of Client's facilities due to natural or manmade disasters, including but not limited to fires, storms, flooding, earthquake, labor unrest, riots, closure do to the spread of sickness within a Client's building and/or acts of terrorism or war (each an "Unscheduled Closure"), Client may, but is not required to, transition to virtual services in accordance with its practice and policies for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by ProCare. ProCare and Client will mutually determine which contracted disciplines qualify for virtual services. Client is not responsible for paying hours that a Consultant is unable work due to Unscheduled Closures.

S. Removal of Section of Agreement. Paragraph 26 of the Agreement shall be stricken in its entirety and replaced by "Intentionally Left Blank".

Intending to be legally bound hereby, the parties have set their hands and seals the date set forth below.

TREDYFFRIN/EASTTOWN SCHOOL DISTRICT

By:_____ 6/9/26
Date

ATTEST:

By:_____

Soliant Health, LLC

Alix Thomas
Division Director
July 01, 2026 17:37 UTC
IP: 38.142.130.218

ATTEST:

By:_____

Consent VII, C, 8: Addendum to Staffing Agreement with GHR Healthcare, LLC

VIA: Dr. Anthony Stevenson, Director of Human Resources

Action Under Consideration: That the Board of School Directors approves the attached addendum to staffing agreement between GHR Healthcare, LLC d/b/a GHR Education and the Tredyffrin/Easttown School District to provide staffing for the 2026-27 school year.

GHR Education

ADDENDUM TO STAFFING AGREEMENT
EDUCATION STAFFING FEE SCHEDULE

This Agreement shall serve as an Addendum to the Staffing Agreement (hereinafter Agreement), signed on 7/1/2024 and effective **07/01/2026** between both **Tredyffrin - Easttown School District** (hereinafter "Client") and **GHR Healthcare LLC d/b/a GHR Education** (hereinafter "GHR").

NOW, THEREFORE, the parties agree as follows:

1. This Addendum shall be in effect from July 1, 2026 and expires on June 30, 2027.

2. **Section 1 of the School Staffing Fee Schedule** is removed in its entirety and replaced with:

Client agrees to pay GHR fees as follows:

Certification	Hourly Rate	Certification	Hourly Rate
CSN	$75.00	PT	$92.00
RN	$65.00	PTA	$75.00
LPN	$55.00	OT	$92.00
CNA	$45.00	COTA	$75.00
Paraprofessional	$37.00	SLP	$95.00
Paraprofessional Specialty	$39.00	SLP-CF	$90.00
RBT*	$45.00	SLPA	$80.00
Club Assistant FLITE	$40.00/$25.00 pay	Psychologist	$125.00
Club Lead FLITE	$64.00/$40.00 pay	Social Worker/Counselor	$85.00
After School Club	$48.00/$30.00 pay	BCBA	$120.00
Special Education Teacher	$85.00	Interim Administrator	TBD

- Overtime bill rate is time and one-half for all hours worked by GHR employee over forty (40) hours in any given week
- Mandatory In-service days, orientations, restraint trainings or professional development days are billed at contracted rate.
- *In accordance with BACB guidelines, RBTs must be supervised by BCBA. Client will be charged BCBA rate for supervision (5% of total hours worked by RBT) unless District provides BCBA supervision.

3. All other terms and conditions remain unchanged.

In consideration of the mutual promises set forth herein, both parties do adopt this Agreement.

Tredyffrin - Easttown School District
940 West Valley Road
Wayne, PA 19087

Signature
Richard Gusick
Print
Superintendent
Title
7/16/26
Date

GHR Healthcare, LLC
d/b/a GHR Education
1 Valley Square, Suite 200
Blue Bell, PA 19422

Signature
Mike Alcott
Print
Assistant Vice President
Title
4/27/2026
Date

Consent VII, C, 9: Act 93 Agreement Administrator Compensation Plan Amendment

VIA: Dr. Anthony Stevenson, Director of Human Resources

Action Under Consideration: That the Board of School Directors approves the following amendments to the Administrator Compensation Plan:

The last paragraph in the subsection titled "Group-wide Adjustments" shall be replaced with the following language:

"In each year of this agreement, a payment of 1% of the individual's salary will be awarded to each administrator for service in the previous year provided the administrator is still actively employed with the District as of June 30 of that year. The payment is intended to be PSERS eligible and will not be included in the base salary for the following year's increase. In order to qualify for this payment, the administrator must be rated no lower than Proficient."

The last paragraph in the subsection titled "Maximum Base Salaries" shall be replaced with the following language:

"As a top-of-scale payment, the excess of the increase over the Maximum Base Salary shall be paid as an off-base salary payment provided the administrator is still actively employed with the District as of June 30 of that year. The salary payment is intended to be PSERS eligible and will not be included in the base salary for the following year's increase. In order to qualify for this payment, the administrator must be rated no lower than Proficient."

This amends the Act 93 administrator compensation package to require all administrators to achieve a rating no lower than proficient as an incentive to qualify for these payments already included in the administrator compensation plan to reflect the original intent of the agreement.

Consent VII, C, 10: Addendum to the Agreement with CCRES & Schedule "C"

VIA: Dr. Anthony Stevenson, Director of Human Resources

Action Under Consideration: That the Board of School Directors approves the attached addendum to the agreement & schedule "C" between CCRES and the Tredyffrin/Easttown School District for educational services, instructional support services and other similar services for the 2026-27 school year.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to Agreement to be duly executed, intending to be legally bound, as of the day and year first above written.

CCRES

By: Matthew Przywara _____ Date: 07 / 22 / 2025

Matt Przywara, CCRES Executive Director

TREDYFFRIN/EASTTOWN SCHOOL DISTRICT (T/ESD)

By: _____ Date: _____

T/ESD Superintendent

By: _____ Date: _____

T/ESD Board President

Doc ID: 42ee751f724ec42dedbe87a541c4ada2b139f19c

Schedule "A"
Services

1. CCRES will staff the T/ESD K-12 and special education programs with such Service providers as shall be necessary to provide appropriate service to the T/ESD and clients of T/ESD. The service providers to be provided by CCRES include:

    A. Reading Para
    B. Special Ed Para-educator
    C. Special Education Para-professional
    D. Reg Education Aide
    E. Secretarial/Clerk Substitute
    F. Secretarial I
    G. Secretarial II
    H. Reg Education Para-Professional
    I. Bus Aide
    J. Sub Pool
    K. Substitute School Nurse
    L. Crossing Guard & Substitute Crossing Guard
    M. Summer Tech Crew
    N. Summer Maintenance Crew
    O. ESY/SRC Teacher
    P. ESY/SRC Assistant
    Q. Substitute Aide/Paraprofessional
    R. Educational Consultant
    S. Extra Duty Responsibility (EDR)

2. In addition to the other duties and responsibilities of CCRES as set forth herein, it is agreed by the parties that CCRES, as the common law employer, will provide appropriate human resources and management services with respect to its employees assigned to staff the T/ESD programs. These services shall include, without limitation, recruitment, interviewing, paying, supervising (subject to the District's right under this Agreement to reject specific service providers), and training as required and mutually agreed upon.

    CCRES has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with the District, assigned employees' work performance issues; and to enforce the CCRES employment policies related to employees' conduct at the work site. Moreover, CCRES

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agrees that it will be solely responsible for providing training needed by its employees relative to any position to which CCRES assigns its employees, whether for the District or otherwise.

CCRES will also be responsible for providing annual performance evaluations of its employees based upon how the employee is meeting the District's expectations. Notwithstanding the foregoing, nothing in this agreement will obligate the District to accept any particular CCRES employee and the District reserves the right to reject a CCRES employee for any reason or ask that CCRES remove any CCRES employee from the District for any reason.

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Schedule "B"
Fees

1. For the 2024-25 school year, the fees to be remitted to CCRES by T/ESD for staffing the T/ESD K-12 programs, including special education programs, shall consist of hourly rates per hours of service performed by respective employees and consultants, including:

Employee/Consultant Position	**Hourly Fee**
Reading Para	Cost to CCRES plus 10% of base hourly rate
Special Ed Para-educator	Cost to CCRES plus 10% of base hourly rate
Special Education Para-professional	Cost to CCRES plus 10% of base hourly rate
Reg Education Aide	Cost to CCRES plus 10% of base hourly rate
Secretarial/Clerk Substitute	Cost to CCRES plus 10% of base hourly rate
Secretarial I	Cost to CCRES plus 10% of base hourly rate
Secretarial II	Cost to CCRES plus 10% of base hourly rate
Reg Education Para-Professional	Cost to CCRES plus 10% of base hourly rate
Bus Aide	Cost to CCRES plus 10% of base hourly rate
Sub Pool	Cost to CCRES plus 10% of base hourly rate
Substitute School Nurse	Cost to CCRES plus 10% of base hourly rate
Crossing Guard & Sub Crossing Guard	Cost to CCRES plus 10% of base hourly rate
Summer Tech Crew	Cost to CCRES plus 10% of base hourly rate
Summer Maintenance Crew	Cost to CCRES plus 10% of base hourly rate
ESY/SRC Teacher	Cost to CCRES plus 10% of base hourly rate
ESY/SRC Assistant	Cost to CCRES plus 10% of base hourly rate

Other Positions	**Hourly Fee**
Substitute Aide/Paraprofessional	Cost to CCRES plus 10% of base hourly rate
Educational Consultant	Cost to CCRES plus 10% of base hourly rate
Extra Duty Responsibility (EDR)	Cost to CCRES plus 2% of base hourly rate

a. CCRES agrees to provide leave entitlements and provide a private retirement savings program with individual contribution flexibility. These expenses are included in "cost" as stated above.

2. For the 2025-26 school year, the fees to be remitted to CCRES by T/ESD for staffing the T/ESD K-12 programs, including special education programs, shall consist of CCRES' cost for hourly rates per hours of service performed by

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respective employees and consultants plus 10%. EDR position fee is cost to CCRES plus 2% of the base rate.

3. For the 2026-27 school year, the fees to be remitted to CCRES by T/ESD for staffing the T/ESD K-12 programs, including special education programs, shall consist of CCRES' cost for hourly rates per hours of service performed by respective employees and consultants plus 10%. EDR position fee is cost to CCRES plus 2% of the base hourly rate.

4. Employee hourly rates shall increase by a minimum of 2% annually. Updated annual rates will be documented and approved in the district's Schedule 'C' each fiscal year.

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Position	2025-2026 School Year Staff Hourly Rate w/ 2% Increase	2026-2027 School Year Staff Hourly Rate w/ 2%	Cost to CCRES	Hourly Subtotal	CCRES Markup 10%	Cost to District Per Hour
Reading Para	$23.93	$24.41	$4.59	$29.00	$2.44	$31.44
Special Ed Para-educator	$20.81	$21.50	$4.05	$25.55	$2.15	$27.70
Special Education Para-professional	$23.07	$23.53	$4.43	$27.96	$2.35	$30.31
Reg Education Aide	$17.06	$17.40	$3.27	$20.67	$1.74	$22.41
Secretarial/Clerk Substitute	$17.62	$17.97	$3.38	$21.35	$1.80	$23.15
Secretarial I	$19.69	$20.09	$3.78	$23.87	$2.01	$25.88
Secretarial II	$21.90	$22.33	$4.20	$26.53	$2.23	$28.76
Reg Education Para-Professional	$23.93	$24.41	$4.59	$29.00	$2.44	$31.44
Bus Aide	$18.03	$18.40	$3.47	$21.87	$1.84	$23.71
Sub Pool	$18.73	$19.10	$3.59	$22.69	$1.91	$24.60
Substitute School Nurse	$36.81	$37.54	$7.07	$44.61	$3.75	$48.36
Crossing Guard & Substitute Crossing	$20.88	$21.30	$4.02	$25.32	$2.13	$27.45
Summer Tech Crew	$12.76	$13.01	$2.45	$15.46	$1.30	$16.76
Summer Maintenance Crew	$12.76	$13.01	$2.45	$15.46	$1.30	$16.76
ELD/SRC/ESY Assistant	$20.81	$21.50	$4.05	$25.55	$2.15	$27.70
ELD/SRC/ESY Teacher	$50.00	$51.00	$9.59	$60.59	$5.10	$65.69
Volunteer Coordinator	$41.43	$42.26	$7.95	$50.21	$4.23	$54.44
Construction Security	$29.10	$29.68	$5.58	$35.26	$2.97	$38.23
Position	2025-2026 School Year Staff Hourly Rate w/no Increase	2026-2027 School Year Staff Hourly Rate w/no Increase	Cost to CCRES	Hourly Subtotal	CCRES Markup 10%	Cost to District Per Hour
Tutoring and Homebound Instruction	$55.00	$55.00	$10.35	$65.35	$5.50	$70.85
AP Test Prep	$25.00	$25.00	$4.70	$29.70	$2.50	$32.20
Homework Club Leaders (FLITE)	$40.00	$40.00	$7.52	$47.52	$4.00	$51.52
Homework Club Assistants (FLITE)	$30.00	$30.00	$5.65	$35.65	$3.00	$38.65
Homework Club (Non-FLITE)	$30.00	$30.00	$5.65	$35.65	$3.00	$38.65
Exam Proctor (Range in Rates $120 -$235)	$17.15 - $33.57	$17.15 - $33.57	$3.21 - $6.32	$20.36 - $39.89	$1.72 - $3.36	$22.08 - $43.25
Position	2025-2026 School Year Staff Hourly Rate w/no Increase	2026-2027 School Year Staff Hourly Rate w/no	Cost to CCRES	Hourly Subtotal	CCRES Markup 2%	Cost to District Per Hour
MS Clubs (Life Sports)	$30.00	$30.00	$5.65	$35.65	$0.60	$36.25
MS Timer/Scorer/Announcer (All Sports)	$45.00	$45.00	$8.46	$53.46	$0.90	$54.36
HS Game Manager (All Sports)	$54.00	$54.00	$10.47	$64.47	$1.08	$65.55
HS Ticket Taker (All Sports)	$45.00	$45.00	$8.46	$53.46	$0.90	$54.36
HS Ticket Seller (All Sports)	$48.00	$48.00	$9.04	$57.04	$0.96	$58.00
MS and HS Starter (Track)	$75.00	$75.00	$14.11	$89.11	$1.50	$90.61
HS Timer/Scorer/Announcer (Varsity Football/Wrestling)	$60.00	$60.00	$11.29	$71.29	$1.20	$72.49
HS Timer/Scorer (9th Gr & JV Football/9th Gr Volleyball)	$45.00	$45.00	$8.46	$53.46	$0.90	$54.36
HS Chain Crew (Football)	$25.00	$25.00	$4.70	$29.70	$0.50	$30.20
HS Starter (Cross Country)	$45.00	$45.00	$8.46	$53.46	$0.90	$54.36
HS Timer (Track)	$55.00	$55.00	$10.35	$65.35	$1.10	$66.45
HS Timer for Single (Varsity Soccer/Field Hockey/Lacrosse)	$60.00	$60.00	$11.29	$71.29	$1.20	$72.49

HS Timer for Double (JV Soccer/JV Field Hockey/JV Lacrosse)	$75.00	$75.00	$14.11	$89.11	$1.50	$90.61
HS Timer/Scorer/Announcer for Double (JV and Varsity Volleyball)	$60.00	$60.00	$11.29	$71.29	$1.20	$72.49
HS Timer/Scorer for Double (9th Gr Basketball)	$60.00	$60.00	$11.29	$71.29	$1.20	$72.49
HS Timer/Scorer/Announcer for Double (JV and Varsity Basketball)	$60.00	$60.00	$11.29	$71.29	$1.20	$72.49
Position	2025-2026 School Year Staff Hourly Rate w/no Increase	2026-2027 School Year Staff Hourly Rate w/no	Cost to CCRES	Hourly Subtotal	CCRES Markup 10%	Cost to District Per Hour
Substitute Teachers up to 35 days	$115.00	$115.00	$21.64	$136.64	$11.50	$148.14
Substitute Teachers on 36 day	$125.00	$125.00	$23.51	$148.51	$12.50	$161.01
CHS Non-Athletic EDR Position	2025-2026 School Year Staff Hourly Rate w/no Increase	2026-2027 School Year Staff Hourly Rate w/no	Cost to CCRES	Subtotal	CCRES Markup 2%	Cost to District
AASU	$2571.00	$2571.00	$483.60	$3054.60	$51.42	$3106.02
ACADEMIC COMPETITION	$2271.00	$2271.00	$427.17	$2698.17	$45.42	$2743.59
ADL ADVISOR - Position #1	$758.00	$758.00	$142.58	$900.58	$15.16	$915.74
ADL ADVISOR - Position #2	$758.00	$758.00	$142.58	$900.58	$15.16	$915.74
AUDITORIUM - Position # 1	$3390.00	$3390.00	$637.67	$4027.67	$67.80	$4095.47
AUDITORIUM - Position # 2	$7674.00	$7674.00	$1443.48	$9117.48	$153.48	$9270.96
AUDITORIUM - Position # 3	$7674.00	$7674.00	$1443.48	$9117.48	$153.48	$9270.96
AUDITORIUM - Technical support	$55.00	$55.00	$10.35	$65.35	$1.10	$66.45
BEST BUDDIES	$1010.00	$1010.00	$189.99	$1199.99	$20.20	$1220.19
CAPPIES	$3030.00	$3030.00	$569.95	$3599.95	$60.60	$3660.55
CHESS CLUB	$789.00	$789.00	$148.42	$937.42	$15.78	$953.20
CHORAL DIRECTOR	$6214.00	$6214.00	$1168.85	$7382.85	$124.28	$7507.13
CHS HOMEWORK CLUB #1	$1515.00	$1515.00	$284.98	$1799.98	$30.30	$1830.28
CHS HOMEWORK CLUB #2	$1515.00	$1515.00	$284.98	$1799.98	$30.30	$1830.28
DRAMA CLUB	$1349.00	$1349.00	$253.75	$1602.75	$26.98	$1629.73
DRAMA - Music Director (Spring)	$5785.00	$5785.00	$1088.15	$6873.15	$115.70	$6988.85
DRAMA - Set Construction	$2929.00	$2929.00	$550.95	$3479.95	$58.58	$3538.53
DRAMA - Set Design (Art)	$1886.00	$1886.00	$354.76	$2240.76	$37.72	$2278.48
DRAMA - Theater Director	$15150.00	$15150.00	$2849.73	$17999.73	$303.00	$18302.73
DRAMA CLUB - Asst	$505.00	$505.00	$94.99	$599.99	$10.10	$610.09
FRESHMAN CLASS - Position #1	$808.00	$808.00	$151.99	$959.99	$16.16	$976.15
FRESHMAN CLASS - Position #2	$808.00	$808.00	$151.99	$959.99	$16.16	$976.15
GREENING STOGA #1	$505.00	$505.00	$94.99	$599.99	$10.10	$610.09
GREENING STOGA #2	$505.00	$505.00	$94.99	$599.99	$10.10	$610.09
HABITAT FOR HUMANITY - Position #1	$471.00	$471.00	$88.59	$559.59	$9.42	$569.01
HABITAT FOR HUMANITY - Position #2	$471.00	$471.00	$88.59	$559.59	$9.42	$569.01
INSTRUMENTAL MUSIC - Lead	$6835.00	$6835.00	$1285.67	$8120.67	$136.70	$8257.37
JUNIOR CLASS - Position #1	$1010.00	$1010.00	$189.99	$1199.99	$20.20	$1220.19
JUNIOR CLASS - Position #2	$1010.00	$1010.00	$189.99	$1199.99	$20.20	$1220.19
JUNIOR STATESMEN OF AMERICA	$505.00	$505.00	$94.99	$599.99	$10.10	$610.09
KEY CLUB - Position #1	$1010.00	$1010.00	$189.99	$1199.99	$20.20	$1220.19
KEY CLUB - Position #2	$1010.00	$1010.00	$189.99	$1199.99	$20.20	$1220.19
LITERARY MAGAZINE - Position #1	$1010.00	$1010.00	$189.99	$1199.99	$20.20	$1220.19
LITERARY MAGAZINE - Position #2	$1010.00	$1010.00	$189.99	$1199.99	$20.20	$1220.19
MANIFEST - Position #1	$808.00	$808.00	$151.99	$959.99	$16.16	$976.15
MANIFEST - Position #2	$808.00	$808.00	$151.99	$959.99	$16.16	$976.15
MARCHING BAND - ASST #3	$2020.00	$2020.00	$379.96	$2399.96	$40.40	$2440.36
MARCHING BAND - ASST #1	$3264.00	$3264.00	$613.96	$3877.96	$65.28	$3943.24

MARCHING BAND - ASST #2	$2020.00	$2020.00	$379.96	$2399.96	$40.40	$2440.36
MARCHING BAND - ASST #4	$2020.00	$2020.00	$379.96	$2399.96	$40.40	$2440.36
MARCHING BAND - DRUM LINE INSTRUCTOR	$3030.00	$3030.00	$569.95	$3599.95	$60.60	$3660.55
MARCHING BAND - LEAD	$4392.00	$4392.00	$826.13	$5218.13	$87.84	$5305.97
MARCHING BAND VISUAL ENSEMBLE #1	$2020.00	$2020.00	$379.96	$2399.96	$40.40	$2440.36
MARCHING BAND VISUAL ENSEMBLE #2	$2020.00	$2020.00	$379.96	$2399.96	$40.40	$2440.36
MARCHING BAND ASSISTANT #2 SPLIT	$1515.00	$1515.00	$284.98	$1799.98	$30.30	$1830.28
MATH COMPETITION	$873.00	$873.00	$164.22	$1037.22	$17.46	$1054.68
MODEL UN (World Affairs) - Position #1	$1667.00	$1667.00	$313.56	$1980.56	$33.34	$2013.90
MODEL UN (World Affairs) - Position #2	$1667.00	$1667.00	$313.56	$1980.56	$33.34	$2013.90
MUDDERS CLUB	$1010.00	$1010.00	$189.99	$1199.99	$20.20	$1220.19
MULTICULTURE CLUB	$1010.00	$1010.00	$189.99	$1199.99	$20.20	$1220.19
NATIONAL ART HONOR	$1010.00	$1010.00	$189.99	$1199.99	$20.20	$1220.19
NATIONAL HONOR SOCIETY	$1477.00	$1477.00	$277.82	$1754.82	$29.54	$1784.36
NAT'L HISTORY COMPETITION CLUB - #1	$505.00	$505.00	$94.99	$599.99	$10.10	$610.09
NAT'L HISTORY COMPETITION CLUB - #2	$505.00	$505.00	$94.99	$599.99	$10.10	$610.09
NAVIGATE COORDINATION - #1	$758.00	$758.00	$142.58	$900.58	$15.16	$915.74
NAVIGATE COORDINATION - #2	$758.00	$758.00	$142.58	$900.58	$15.16	$915.74
NEWSPAPER - SPOKE - ASST	$2571.00	$2571.00	$483.60	$3054.60	$51.42	$3106.02
NEWSPAPER - SPOKE - LEAD	$3428.00	$3428.00	$644.82	$4072.82	$68.56	$4141.38
OCCUPATIONAL HEALTH NURSE	$3183.68	$3183.68	$598.85	$3782.53	$63.67	$3846.20
PEER MEDIATION - ASST #1	$943.00	$943.00	$177.38	$1120.38	$18.86	$1139.24
PEER MEDIATION - ASST #2	$943.00	$943.00	$177.38	$1120.38	$18.86	$1139.24
PEER MEDIATION - LEAD	$2656.00	$2656.00	$499.59	$3155.59	$53.12	$3208.71
PINNACLE #1	$500.00	$500.00	$94.05	$594.05	$10.00	$604.05
PINNACLE #2	$500.00	$500.00	$94.05	$594.05	$10.00	$604.05
PIODANCO	$2020.00	$2020.00	$379.96	$2399.96	$40.40	$2440.36
PSAT TESTING COORDINATOR	$505.00	$505.00	$94.99	$599.99	$10.10	$610.09
REACH	$1515.00	$1515.00	$284.98	$1799.98	$30.30	$1830.28
ROBOTICS	$1010.00	$1010.00	$189.99	$1199.99	$20.20	$1220.19
SADD /TATU	$1515.00	$1515.00	$284.98	$1799.98	$30.30	$1830.28
SCHEDULING ASSISTANT	$1515.00	$1515.00	$284.98	$1799.98	$30.30	$1830.28
SCIENCE OLYMPIAD #1	$1212.00	$1212.00	$227.97	$1439.97	$24.24	$1464.21
SCIENCE OLYMPIAD #2	$1212.00	$1212.00	$227.97	$1439.97	$24.24	$1464.21
SENIOR CLASS - Position #1	$2654.00	$2654.00	$499.22	$3153.22	$53.08	$3206.30
SENIOR CLASS - Position #2	$2654.00	$2654.00	$499.22	$3153.22	$53.08	$3206.30
SOPHOMORE CLASS - Position #1	$1136.00	$1136.00	$213.68	$1349.68	$22.72	$1372.40
SOPHOMORE CLASS - Position #2	$1136.00	$1136.00	$213.68	$1349.68	$22.72	$1372.40
STOGA STUDY BUDDIES	$1010.00	$1010.00	$189.99	$1199.99	$20.20	$1220.19
STUDENT COUNCIL - Position #1	$1616.00	$1616.00	$303.97	$1919.97	$32.32	$1952.29
STUDENT COUNCIL - Position #2	$1616.00	$1616.00	$303.97	$1919.97	$32.32	$1952.29
T V STUDIO - Position #1	$1515.00	$1515.00	$284.98	$1799.98	$30.30	$1830.28
T V STUDIO - Position #2	$9182.00	$9182.00	$1727.13	$10909.13	$183.64	$11092.77
TESTING COORDINATOR	$1242.00	$1242.00	$233.62	$1475.62	$24.84	$1500.46
TRI M	$1010.00	$1010.00	$189.99	$1199.99	$20.20	$1220.19
UNDERWATER ROBOTICS CLUB	$505.00	$505.00	$94.99	$599.99	$10.10	$610.09
UNLIMITED EVENT - Rate per Month	$82.00	$82.00	$15.42	$97.42	$1.64	$99.06
VOICES (Speech and Debate)	$2020.00	$2020.00	$379.96	$2399.96	$40.40	$2440.36
WEBSITE MANAGER - Position #1	$1405.00	$1405.00	$264.28	$1669.28	$28.10	$1697.38
WEBSITE MANAGER - Position #2	$1405.00	$1405.00	$264.28	$1669.28	$28.10	$1697.38
YEARBOOK ADVISOR	$5252.00	$5252.00	$987.89	$6239.89	$105.04	$6344.93
TEMS Non-Athletic EDR Position	2025-2026 School Year Staff Hourly Rate w/no Increase	2026-2027 School Year Staff Hourly Rate w/no Increase	Cost to CCRES	Hourly Subtotal	CCRES Markup 2%	Cost to District

COMMUNICATION COORDINATOR	$2836.00	$2836.00	$533.45	$3369.45	$56.72	$3426.17
COMMUNITY SERVICE	$2242.00	$2242.00	$421.72	$2663.72	$44.84	$2708.56
CURRICULUM WEBSITE MANAGER	$3535.00	$3535.00	$664.94	$4199.94	$70.70	$4270.64
FORENSICS	$1010.00	$1010.00	$189.99	$1199.99	$20.20	$1220.19
JAZZ BAND - Position #1	$1483.00	$1483.00	$278.96	$1761.96	$29.66	$1791.62
JAZZ BAND - Position #2	$1483.00	$1483.00	$278.96	$1761.96	$29.66	$1791.62
JR MODEL UN	$1483.00	$1483.00	$278.96	$1761.96	$29.66	$1791.62
MATH COMPETITION	$2242.00	$2242.00	$421.72	$2663.72	$44.84	$2708.56
NEWSPAPER	$2242.00	$2242.00	$421.72	$2663.72	$44.84	$2708.56
PROJECT ADVISOR	$2018.00	$2018.00	$379.59	$2397.59	$40.36	$2437.95
SCIENCE OLYMPIAD	$1483.00	$1483.00	$278.96	$1761.96	$29.66	$1791.62
STAGE MANAGER	$2018.00	$2018.00	$379.59	$2397.59	$40.36	$2437.95
STUDENT COUNCIL	$3586.00	$3586.00	$674.53	$4260.53	$71.72	$4332.25
WEBSITE MANAGER	$1997.00	$1997.00	$375.63	$2372.63	$39.94	$2412.57
YEARBOOK	$2911.00	$2911.00	$547.55	$3458.55	$58.22	$3516.77
The following EDRs alternate every other year	2025-2026 School Year Staff Hourly Rate w/no Increase	2026-2027 School Year Staff Hourly Rate w/no	Cost to CCRES	Hourly Subtotal	CCRES Markup 2%	Cost to District
DRAMA - 5TH & 6TH - #1	$2118.00	$2118.00	$398.40	$2516.40	$42.36	$2558.76
DRAMA - 5TH & 6TH - #2	$2118.00	$2118.00	$398.40	$2516.40	$42.36	$2558.76
PERFORMING ARTS (Spring 7th/8th)	$2824.00	$2824.00	$531.19	$3355.19	$56.48	$3411.67
PERFORMING ARTS (Spring 7th/8th)	$2119.00	$2119.00	$398.59	$2517.59	$42.38	$2559.97
PERFORMING ARTS (Spring 7th/8th)	$2119.00	$2119.00	$398.59	$2517.59	$42.38	$2559.97
PERFORMING ARTS (Spring 7th/8th)	$1413.00	$1413.00	$265.79	$1678.79	$28.26	$1707.05
VFMS Non-Athletic EDR Position	2025-2026 School Year Staff Hourly Rate w/no Increase	2026-2027 School Year Staff Hourly Rate w/no	Cost to CCRES	Hourly Subtotal	CCRES Markup 2%	Cost to District
COMMUNICATION COORDINATOR	$2836.00	$2836.00	$533.45	$3369.45	$56.72	$3426.17
COMMUNITY SERVICE	$2242.00	$2242.00	$421.72	$2663.72	$44.84	$2708.56
CURRICULUM WEBSITE MANAGER	$3535.00	$3535.00	$664.94	$4199.94	$70.70	$4270.64
FORENSICS	$1010.00	$1010.00	$189.99	$1199.99	$20.20	$1220.19
HANDBELLS #1	$1044.00	$1044.00	$196.38	$1240.38	$20.88	$1261.26
HANDBELLS #2	$1044.00	$1044.00	$196.38	$1240.38	$20.88	$1261.26
JAZZ BAND 5/6	$1483.00	$1483.00	$278.96	$1761.96	$29.66	$1791.62
JAZZ BAND 7/8	$1483.00	$1483.00	$278.96	$1761.96	$29.66	$1791.62
JR MODEL UN	$1483.00	$1483.00	$278.96	$1761.96	$29.66	$1791.62
MATH COMPETITION	$2242.00	$2242.00	$421.72	$2663.72	$44.84	$2708.56
NEWSPAPER	$2242.00	$2242.00	$421.72	$2663.72	$44.84	$2708.56
SCIENCE OLYMPIAD	$1483.00	$1483.00	$278.96	$1761.96	$29.66	$1791.62
STAGE MANAGER	$2018.00	$2018.00	$379.59	$2397.59	$40.36	$2437.95
STUDENT COUNCIL	$3586.00	$3586.00	$674.53	$4260.53	$71.72	$4332.25
WEBSITE MANAGER	$1997.00	$1997.00	$375.63	$2372.63	$39.94	$2412.57
YEARBOOK	$2910.00	$2910.00	$547.38	$3457.38	$58.20	$3515.58
The following EDRs alternate every other year	2025-2026 School Year Staff Hourly Rate w/no Increase	2026-2027 School Year Staff Hourly Rate w/no Increase	Cost to CCRES	Hourly Subtotal	CCRES Markup 2%	Cost to District
DRAMA - 5TH & 6TH	$2118.00	$2118.00	$398.40	$2516.40	$42.36	$2558.76
DRAMA - 5TH & 6TH	$2118.00	$2118.00	$398.40	$2516.40	$42.36	$2558.76
PERFORMING ARTS (Spring 7th/8th) #1	$2824.00	$2824.00	$531.19	$3355.19	$56.48	$3411.67
PERFORMING ARTS (Spring 7th/8th) #2	$2119.00	$2119.00	$398.59	$2517.59	$42.38	$2559.97
PERFORMING ARTS (Spring 7th/8th) #3	$2119.00	$2119.00	$398.59	$2517.59	$42.38	$2559.97

PERFORMING ARTS (Spring 7th/8th) #4	$28.26	$28.26	$5.32	$33.58	$0.57	$34.15
Position	2025-2026 School Year Staff Hourly Rate w/no Increase	2026-2027 School Year Staff Hourly Rate w/no Increase	Cost to CCRES	Hourly Subtotal	CCRES Markup 2%	Cost to District
WEBSITE MANAGER - BES	$1121.10	$1121.10	$210.88	$1331.98	$22.42	$1354.40
WEBSITE MANAGER - DES	$1121.10	$1121.10	$210.88	$1331.98	$22.42	$1354.40
WEBSITE MANAGER - HES	$1121.10	$1121.10	$210.88	$1331.98	$22.42	$1354.40
WEBSITE MANAGER - NEES	$1121.10	$1121.10	$210.88	$1331.98	$22.42	$1354.40
WEBSITE MANAGER - VFES	$1121.10	$1121.10	$210.88	$1331.98	$22.42	$1354.40
CHS Athletic EDR Position	2025-2026 School Year Staff Hourly Rate w/no Increase	2026-2027 School Year Staff Hourly Rate w/no Increase	Cost to CCRES	Hourly Subtotal	CCRES Markup 2%	Cost to District
Athletic Director	$12000.00	$12000.00	$2257.20	$14257.20	$240.00	$14497.20
Athletic Director - Asst.#1	$7688.12	$7688.12	$1446.13	$9134.25	$153.76	$9288.01
Athletic Director - Asst.#2	$7688.12	$7688.12	$1446.13	$9134.25	$153.76	$9288.01
B/G TRACK-FIELD						
HEAD -B/ G TRACK-FIELD	$5714.58	$5714.58	$1074.91	$6789.49	$114.29	$6903.78
ASST. B/ G TRACK-FIELD 1ST	$3516.82	$3516.82	$661.50	$4178.32	$70.34	$4248.66
ASST. B/ G TRACK-FIELD	$3297.65	$3297.65	$620.28	$3917.93	$65.95	$3983.88
ASST. B/ G TRACK-FIELD	$3297.65	$3297.65	$620.28	$3917.93	$65.95	$3983.88
ASST. B/ G TRACK-FIELD	$3297.65	$3297.65	$620.28	$3917.93	$65.95	$3983.88
ASST. B/ G TRACK-FIELD (.5)	$1648.32	$1648.32	$310.06	$1958.38	$32.97	$1991.35
BASEBALL						
HEAD BASEBALL	$5274.22	$5274.22	$992.08	$6266.30	$105.48	$6371.78
ASST. TO HC. BASEBALL	$2197.76	$2197.76	$413.40	$2611.16	$43.96	$2655.12
ASST. BASEBALL	$3297.65	$3297.65	$620.28	$3917.93	$65.95	$3983.88
HEAD BASEBALL - 9TH	$3297.65	$3297.65	$620.28	$3917.93	$65.95	$3983.88
BASKETBALL - BOYS						
HEAD BASKETBALL - BOYS	$5714.58	$5714.58	$1074.91	$6789.49	$114.29	$6903.78
ASST. TO HC. BASKETBALL - BOYS	$2197.76	$2197.76	$413.40	$2611.16	$43.96	$2655.12
ASST. BASKETBALL - BOYS	$3297.65	$3297.65	$620.28	$3917.93	$65.95	$3983.88
HEAD BASKETBALL - BOYS 9TH	$3076.46	$3076.46	$578.68	$3655.14	$61.53	$3716.67
BASKETBALL - GIRLS						
HEAD BASKETBALL - GIRLS	$5714.58	$5714.58	$1074.91	$6789.49	$114.29	$6903.78
ASST. TO HC. BASKETBALL - GIRLS	$2197.76	$2197.76	$413.40	$2611.16	$43.96	$2655.12
ASST. BASKETBALL - GIRLS	$3297.65	$3297.65	$620.28	$3917.93	$65.95	$3983.88
HEAD BASKETBALL- GIRLS 9TH	$3076.46	$3076.46	$578.68	$3655.14	$61.53	$3716.67
CHEERLEADING						
HEAD CHEERLEADING - FALL	$2858.30	$2858.30	$537.65	$3395.95	$57.17	$3453.12
HEAD CHEERLEADING - WINTER	$3516.82	$3516.82	$661.50	$4178.32	$70.34	$4248.66
CROSS COUNTRY						
HEAD CROSS COUNTRY	$4176.35	$4176.35	$785.58	$4961.93	$83.53	$5045.46
ASST. CROSS COUNTRY	$2639.13	$2639.13	$496.42	$3135.55	$52.78	$3188.33
ASST. TO HC CROSS COUNTRY	$2197.76	$2197.76	$413.40	$2611.16	$43.96	$2655.12
FACULTY MANAGER						
FAC.MANAGER - FALL	$1706.90	$1706.90	$321.07	$2027.97	$34.14	$2062.11
FAC. MANAGER - WINTER	$1706.90	$1706.90	$321.07	$2027.97	$34.14	$2062.11
FAC. MANAGER - SPRING	$1706.90	$1706.90	$321.07	$2027.97	$34.14	$2062.11
FOOTBALL						
HEAD FOOTBALL	$6153.93	$6153.93	$1157.55	$7311.48	$123.08	$7434.56
ASST. TO HC. FOOTBALL	$2197.76	$2197.76	$413.40	$2611.16	$43.96	$2655.12
ASST. FOOTBALL #1	$3735.99	$3735.99	$702.74	$4438.73	$74.72	$4513.45
ASST. FOOTBALL #2	$3735.99	$3735.99	$702.74	$4438.73	$74.72	$4513.45

ASST. FOOTBALL #3	$3735.99	$3735.99	$702.74	$4438.73	$74.72	$4513.45
ASST. FOOTBALL #4	$3735.99	$3735.99	$702.74	$4438.73	$74.72	$4513.45
ASST. FOOTBALL #5	$3735.99	$3735.99	$702.74	$4438.73	$74.72	$4513.45
HEAD FOOTBALL - 9TH	$3957.18	$3957.18	$744.36	$4701.54	$79.14	$4780.68
ASST. FOOTBALL - 9TH	$2416.93	$2416.93	$454.63	$2871.56	$48.34	$2919.90
ASST TO HC FOOTBALL - 9TH	$1616.00	$1616.00	$303.97	$1919.97	$32.32	$1952.29
GOLF						
HEAD GOLF	$3297.65	$3297.65	$620.28	$3917.93	$65.95	$3983.88
ASST GOLF	$2197.76	$2197.76	$413.40	$2611.16	$43.96	$2655.12
ASST GOLF	$2197.76	$2197.76	$413.40	$2611.16	$43.96	$2655.12
FIELD HOCKEY						
HEAD FIELD HOCKEY	$5274.22	$5274.22	$992.08	$6266.30	$105.48	$6371.78
ASST. TO HC. FIELD HOCKEY	$2197.76	$2197.76	$413.40	$2611.16	$43.96	$2655.12
ASST. FIELD HOCKEY	$3297.65	$3297.65	$620.28	$3917.93	$65.95	$3983.88
HEAD FIELD HOCKEY - 9TH	$3076.46	$3076.46	$578.68	$3655.14	$61.53	$3716.67
LACROSSE - BOYS						
HEAD LACROSSE - BOYS	$5274.22	$5274.22	$992.08	$6266.30	$105.48	$6371.78
ASST.to HC. LACROSSE - BOYS	$2197.76	$2197.76	$413.40	$2611.16	$43.96	$2655.12
ASST. JV LACROSSE - BOYS	$3297.65	$3297.65	$620.28	$3917.93	$65.95	$3983.88
ASST. JV. LACROSSE - BOYS	$3297.65	$3297.65	$620.28	$3917.93	$65.95	$3983.88
LACROSSE - GIRLS						
HEAD LACROSSE - GIRLS	$5274.22	$5274.22	$992.08	$6266.30	$105.48	$6371.78
ASST. to HC. LACROSSE - GIRLS	$2197.76	$2197.76	$413.40	$2611.16	$43.96	$2655.12
ASST. JV. LACROSSE - GIRLS	$3297.65	$3297.65	$620.28	$3917.93	$65.95	$3983.88
HEAD LACROSSE - GIRLS 9TH	$3076.46	$3076.46	$578.68	$3655.14	$61.53	$3716.67
SOCCER - BOYS						
HEAD SOCCER - BOYS	$5274.22	$5274.22	$992.08	$6266.30	$105.48	$6371.78
ASST. to HC. SOCCER - BOYS	$2197.76	$2197.76	$413.40	$2611.16	$43.96	$2655.12
ASST. JV. SOCCER - BOYS	$3297.65	$3297.65	$620.28	$3917.93	$65.95	$3983.88
HEAD SOCCER - BOYS 9TH	$3076.46	$3076.46	$578.68	$3655.14	$61.53	$3716.67
SOCCER - GIRLS						
HEAD SOCCER - GIRLS	$5274.22	$5274.22	$992.08	$6266.30	$105.48	$6371.78
ASST. to HC. SOCCER - GIRLS	$2197.76	$2197.76	$413.40	$2611.16	$43.96	$2655.12
ASST. JV. SOCCER - GIRLS	$3297.65	$3297.65	$620.28	$3917.93	$65.95	$3983.88
ASST. JVB. SOCCER - GIRLS	$3297.65	$3297.65	$620.28	$3917.93	$65.95	$3983.88
SOFTBALL						
HEAD SOFTBALL	$5274.22	$5274.22	$992.08	$6266.30	$105.48	$6371.78
ASST. to HC. SOFTBALL	$2197.76	$2197.76	$413.40	$2611.16	$43.96	$2655.12
ASST. SOFTBALL	$3297.65	$3297.65	$620.28	$3917.93	$65.95	$3983.88
HEAD SOFTBALL - 9TH	$3297.65	$3297.65	$620.28	$3917.93	$65.95	$3983.88
SWIMMING						
HEAD SWIMMING - BOYS	$4615.70	$4615.70	$868.21	$5483.91	$92.31	$5576.22
HEAD SWIMMING - GIRLS	$4615.70	$4615.70	$868.21	$5483.91	$92.31	$5576.22
ASST SWIMMING	$2416.93	$2416.93	$454.63	$2871.56	$48.34	$2919.90
DIVING COACH	$2416.93	$2416.93	$454.63	$2871.56	$48.34	$2919.90
TENNIS - BOYS						
HEAD TENNIS - BOYS	$3735.99	$3735.99	$702.74	$4438.73	$74.72	$4513.45
ASST. TENNIS - BOYS	$2416.93	$2416.93	$454.63	$2871.56	$48.34	$2919.90
TENNIS - GIRLS						
HEAD TENNIS - GIRLS	$3735.99	$3735.99	$702.74	$4438.73	$74.72	$4513.45
ASST. TENNIS - GIRLS	$2416.93	$2416.93	$454.63	$2871.56	$48.34	$2919.90
VOLLEYBALL						
HEAD VOLLEYBALL	$3735.99	$3735.99	$702.74	$4438.73	$74.72	$4513.45
ASST TO HC VOLLEYBALL	$2197.76	$2197.76	$413.40	$2611.16	$43.96	$2655.12
ASST. JV. VOLLEYBALL	$2416.93	$2416.93	$454.63	$2871.56	$48.34	$2919.90
HEAD VOLLEYBALL - 9TH	$2858.30	$2858.30	$537.65	$3395.95	$57.17	$3453.12
WINTER TRACK						
HEAD WINTER TRACK	$3957.18	$3957.18	$744.36	$4701.54	$79.14	$4780.68

ASST. WINTER TRACK #1	$2639.13	$2639.13	$496.42	$3135.55	$52.78	$3188.33
ASST. WINTER TRACK #2	$2639.13	$2639.13	$496.42	$3135.55	$52.78	$3188.33
ASST. WINTER TRACK #3	$2639.13	$2639.13	$496.42	$3135.55	$52.78	$3188.33
WRESTLING						
HEAD WRESTLING	$5714.58	$5714.58	$1074.91	$6789.49	$114.29	$6903.78
ASST. WRESTLING #1	$2639.13	$2639.13	$496.42	$3135.55	$52.78	$3188.33
ASST. WRESTLING #2	$2639.13	$2639.13	$496.42	$3135.55	$52.78	$3188.33
INTRAMURALS						
Intramurals - Fall	$2765.38	$2765.38	$520.16	$3285.54	$55.31	$3340.85
Intramurals - Spring	$2765.38	$2765.38	$520.16	$3285.54	$55.31	$3340.85
Intramurals (Fall) - Asst #1	$420.16	$420.16	$79.02	$499.18	$8.40	$507.58
Intramurals (Fall) - Asst #2	$420.16	$420.16	$79.02	$499.18	$8.40	$507.58
Intramurals (Fall) - Asst #3	$420.16	$420.16	$79.02	$499.18	$8.40	$507.58
Intramurals (Fall) - Asst #4	$420.16	$420.16	$79.02	$499.18	$8.40	$507.58
Intramurals (Spr) - Asst #1	$420.16	$420.16	$79.02	$499.18	$8.40	$507.58
Intramurals (Spr)- Asst #2	$420.16	$420.16	$79.02	$499.18	$8.40	$507.58
Intramurals (Spr) - Asst #3	$420.16	$420.16	$79.02	$499.18	$8.40	$507.58
Intramurals (Spr) - Asst #4	$420.16	$420.16	$79.02	$499.18	$8.40	$507.58
Event Coordinator	$3739.02	$3739.02	$703.31	$4442.33	$74.78	$4517.11
TEMS Athletic EDR Position	2025-2026 School Year Staff Hourly Rate w/no Increase	2026-2027 School Year Staff Hourly Rate w/no	Cost to CCRES	Hourly Subtotal	CCRES Markup 2%	Cost to District
BASEBALL						
7TH BASEBALL	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
8TH BASEBALL	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
BASKETBALL - BOYS						
7TH BASKETBALL - BOYS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
8TH BASKETBALL - BOYS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
BASKETBALL - GIRLS						
7TH BASKETBALL - GIRLS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
8TH BASKETBALL - GIRLS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
FOOTBALL - WEIGHT						
FOOTBALL - WEIGHT	$3138.07	$3138.07	$590.27	$3728.34	$62.76	$3791.10
FOOTBALL - WEIGHT	$3138.07	$3138.07	$590.27	$3728.34	$62.76	$3791.10
FOOTBALL -WEIGHT (.5)	$1569.54	$1569.54	$295.24	$1864.78	$31.39	$1896.17
FOOTBALL - UNLIMITED	$3138.07	$3138.07	$590.27	$3728.34	$62.76	$3791.10
FOOTBALL - UNLIMITED	$3138.07	$3138.07	$590.27	$3728.34	$62.76	$3791.10
FIELD HOCKEY	$0.00	$0.00				
7TH FIELD HOCKEY	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
8TH FIELD HOCKEY	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
7TH/8TH FIELD HOCKEY (.5)	$1345.32	$1345.32	$253.06	$1598.38	$26.91	$1625.29
LACROSSE - GIRLS						
7TH LACROSSE - GIRLS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
8TH LACROSSE - GIRLS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
7TH/8TH LACROSSE - GIRLS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
LACROSSE - BOYS						
7TH LACROSSE - BOYS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
8TH LACROSSE - BOYS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
7TH/8TH LACROSSE - BOYS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
SOCCER - BOYS						
7TH SOCCER - BOYS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
8TH SOCCER - BOYS	$3013.00	$3013.00	$566.75	$3579.75	$60.26	$3640.01
7TH/8TH SOCCER - BOYS (.5)	$1345.32	$1345.32	$253.06	$1598.38	$26.91	$1625.29
SOCCER - GIRLS						
7TH SOCCER - GIRLS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
8TH SOCCER - GIRLS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77

SOFTBALL						
7TH SOFTBALL	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
8TH SOFTBALL	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
TRACK 7/8						
HEAD TRACK 7/8	$3363.30	$3363.30	$632.64	$3995.94	$67.27	$4063.21
1st ASST TRACK 7/8	$2712.86	$2712.86	$510.30	$3223.16	$54.26	$3277.42
ASST TRACK 7/8	$2466.42	$2466.42	$463.94	$2930.36	$49.33	$2979.69
ASST. TRACK 7/8	$2466.42	$2466.42	$463.94	$2930.36	$49.33	$2979.69
VOLLEYBALL (7/8)						
7TH VOLLEYBALL	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
8TH VOLLEYBALL	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
7TH/8TH VOLLEYBALL (.5)	$1345.32	$1345.32	$253.06	$1598.38	$26.91	$1625.29
WRESTLING						
HEAD WRESTLING	$3363.30	$3363.30	$632.64	$3995.94	$67.27	$4063.21
ASST. WRESTLING	$2466.42	$2466.42	$463.94	$2930.36	$49.33	$2979.69
VFMS Athletic EDR Position	2025-2026 School Year Staff Hourly Rate w/no Increase	2026-2027 School Year Staff Hourly Rate w/no	Cost to CCRES	Hourly Subtotal	CCRES Markup 2%	Cost to District
BASEBALL						
7TH BASEBALL	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
8TH BASEBALL	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
BASKETBALL - BOYS						
7TH BASKETBALL - BOYS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
8TH BASKETBALL - BOYS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
BASKETBALL - GIRLS						
7TH BASKETBALL - GIRLS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
8TH BASKETBALL - GIRLS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
FOOTBALL						
FOOTBALL - WEIGHT	$3138.07	$3138.07	$590.27	$3728.34	$62.76	$3791.10
FOOTBALL - WEIGHT	$3138.07	$3138.07	$590.27	$3728.34	$62.76	$3791.10
FOOTBALL - WEIGHT	$3138.07	$3138.07	$590.27	$3728.34	$62.76	$3791.10
FOOTBALL - UNLIMITED HC	$3363.30	$3363.30	$632.64	$3995.94	$67.27	$4063.21
FOOTBALL -UNLIMITED Ass't	$3138.07	$3138.07	$590.27	$3728.34	$62.76	$3791.10
FOOTBALL - UNLIMITED Ass't	$3138.07	$3138.07	$590.27	$3728.34	$62.76	$3791.10
Timer/Scorer (Hourly Rate)	$45.00	$45.00	$8.46	$53.46	$0.90	$54.36
FIELD HOCKEY						
7TH FIELD HOCKEY	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
8TH FIELD HOCKEY	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
7th/8th FIELD HOCKEY (.5)	$1345.32	$1345.32	$253.06	$1598.38	$26.91	$1625.29
LACROSSE - GIRLS						
7TH LACROSSE - GIRLS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
8TH LACROSSE - GIRLS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
LACROSSE - BOYS						
7TH LACROSSE - BOYS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
8TH LACROSSE - BOYS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
7TH/8TH LACROSSE - BOYS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
SOCCER - BOYS						
7TH SOCCER - BOYS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
8TH SOCCER - BOYS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
SOCCER - GIRLS						
7TH SOCCER - GIRLS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
8TH SOCCER - GIRLS	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
7TH/8TH SOCCER -GIRLS (.5)	$1345.32	$1345.32	$253.06	$1598.38	$26.91	$1625.29
SOFTBALL						
7TH SOFTBALL	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
8TH SOFTBALL	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77

TRACK 7/8						
HEAD TRACK 7/8	$3362.29	$3362.29	$632.44	$3994.73	$67.25	$4061.98
1st ASST TRACK 7/8	$2712.86	$2712.86	$510.30	$3223.16	$54.26	$3277.42
ASST. TRACK 7/8	$2466.42	$2466.42	$463.94	$2930.36	$49.33	$2979.69
ASST. TRACK 7/8	$2466.42	$2466.42	$463.94	$2930.36	$49.33	$2979.69
VOLLEYBALL						
VOLLEYBALL #1	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
VOLLEYBALL #2	$2691.65	$2691.65	$506.29	$3197.94	$53.83	$3251.77
WRESTLING						
HEAD WRESTLING	$3363.30	$3363.30	$632.64	$3995.94	$67.27	$4063.21
ASST. WRESTLING	$2466.42	$2466.42	$463.94	$2930.36	$49.33	$2979.69
Elementary After School Sports Position	2025-2026 School Year Staff Hourly Rate w/no Increase	2026-2027 School Year Staff Hourly Rate w/no Increase	Cost to CCRES	Hourly Subtotal	CCRES Markup 2%	Cost to District
Beaumont	$3026.97	$3026.97	$569.37	$3596.34	$60.54	$3656.88
Devon	$3026.97	$3026.97	$569.37	$3596.34	$60.54	$3656.88
Hillside	$3026.97	$3026.97	$569.37	$3596.34	$60.54	$3656.88
New Eagle	$3026.97	$3026.97	$569.37	$3596.34	$60.54	$3656.88
Valley Forge	$3026.97	$3026.97	$569.37	$3596.34	$60.54	$3656.88

Updated: 12.15.25
1.8.26, 4.30.26, 7.1.26

Consent VII, D, 1: Agreement with Project Libertad

VIA: Dr. Wendy Towle, Director of Curriculum, Instruction and Professional Learning

Action Under Consideration: That the Board of School Directors approves the attached agreement between Project Libertad and the Tredyffrin/Easttown School District to provide 2026-27 school year Newcomer Support Program for Conestoga High School at a cost not to exceed $5,000.

1220 Black Powder Drive
Phoenixville, PA 19460
484-302-8551

PROJECT LIBERTAD

Service Agreement between Project Libertad and Tredyffrin/Easttown School District

Project Libertad agrees to provide the following to the Tredyffrin/Easttown School District ("TESD") during the 2026-2027 academic year for the costs and on the timetables listed below:

School-Year Newcomer Support Program: $5,000 total

- **One program planned (Conestoga High School)**
- Weekly program that creates community for newcomer youth while fostering English language development, social-emotional learning, leadership skills, independence, and the support of positive adult role models.
- The following is included in one program/building:
  - Up to 25 students
  - 20 to 25 weeks of programming, allowing for testing and school breaks
  - Up to one hour per week
  - District to provide classroom space free of charge
  - District to provide a contact person to assist with logistics
  - Program must take place during school hours

TOTAL FOR ALL PLANNED SERVICES: $5,000

FOR PROJECT LIBERTAD:
DATE: June 2, 2026

FOR TESD:
DATE:

Consent VII, E, 1: Authorization to Prepare Specifications and Solicit Bids and RFP's for the 2027-28 School Year

VIA: Arthur J. McDonnell, Business Manager/Board Secretary

Action Under Consideration: That the Board of School Directors authorizes the administration to prepare specifications and solicit bids and request proposals for items to be included in the 2027-28 school year budget.

At this time of the year the staff prepare specifications and solicit bids for school supplies, equipment and services that will be included in the 2027-28 school year budget. Specifications for these items are in the process of being written, and it is necessary to seek the Board's approval for the solicitation of these bids. This request is presented as a general request to cover all bid categories and will eliminate the need to request approval for the individual items. It is not a commitment in any way to expend or to agree to spend funds for any item or items.

Consent VII, E, 2: Acceptance of Gifts

VIA: Arthur J. McDonnell, Business Manager/Board Secretary

Action Under Consideration: That the Board of School Directors accepts with pleasure and appreciation the following donations:

Six picnic tables donated by Kyle Joers' from his Eagle Project to the Tredyffrin/Easttown Middle School valued at $800.

The following donors have donated to the Food & Nutrition Services Department with a total value of $263.30:

Douglas Robert Jones	Chris Totherow	Ginger McGeer
Frances Swiech	Agnes Kent	Maureen Vitris
Amanda Bruno	Madeline Brown	

A thank you note will be sent from the Board Secretary.

Consent VII, E, 3: Change Orders

VIA: Arthur J. McDonnell, Business Manager/Board Secretary

Action Under Consideration: That the Board of School Directors approves the following change orders:

Bear Hill Elementary School

GC-20	Bancroft Construction	$ 8,851.59
GC-21	Bancroft Construction	$ 6,095.20
GC-22	Bancroft Construction	$ 6,212.16
GC-24	Bancroft Construction	$11,300.17
PC-09	Jay R. Reynolds, Inc.	$ 4,097.00

Bid Package #1 HVAC Renovations and Upgrades HES, VFES, TEMS, VFMS, CHS & NOC

GC-02	Donald E. Reisinger, Inc.	$ 5,833.26
GC-03	Donald E. Reisinger, Inc.	$ 1,787.89

Bid Package #2 Interior/Exterior Renovations and Upgrades HES, NEES, VFMS, CHS, NOC, WVAB & MB

GC-01	Hirschberg Mechanical	$ 3,923.78

Consent VII, E, 4: Agreement with Powersmith LLC, d/b/a Fitness Machine Technicians

VIA: Arthur J. McDonnell, Business Manager/Board Secretary

Action Under Consideration: That the Board of School Directors approves the attached agreement between Powersmith LLC, d/b/a Fitness Machine Technicians and the Tredyffrin/Easttown School District to provide fitness equipment servicing Conestoga High School in an amount not to exceed $3,000.

559 W. Uwchlan Avenue, Suite 150
Exton, PA 19341
610-971-1500

EQUIPMENT MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this First Day of July, 2026 by and between Conestoga High School and Powersmith LLC, dba Fitness Machine Technicians.

Whereas Conestoga High School maintains a fitness facility located in Berwyn, PA for the use by its members (the "Facility"):

AND WHEREAS, Powersmith LLC, dba Fitness Machine Technicians is in the business of providing fitness equipment servicing and is desirous of providing such fitness equipment services to Conestoga High School;

NOW, THEREFORE, in consideration of the mutual covenants and representations hereinafter contained and other valuable consideration, the parties hereto, intending to be legally bound hereby, agree as follows:

I. Term

The Agreement shall commence on July 1, 2026 for an initial term of one year (hereinafter the "Initial Period") and will continue after the initial term for subsequent periods of one year each unless terminated by either party upon written notice to the other, given at least three months prior to the end of the Initial Period, or three months prior to any subsequent date, after the end of the initial period. This agreement may not be terminated without cause, nor may it be terminated prior to the extension of cure periods of not less than fifteen business days by the party seeking termination.

II. Services

Powersmith LLC, dba Fitness Machine Technicians will provide the following services at Conestoga High School on the stated equipment in Appendix "A":

A. Provide routine maintenance visits 12 times / year. All equipment will be adjusted, calibrated, lubricated, safety checked and where appropriate, "test modes" evaluated. A report of all work done will be provided by Powersmith LLC, dba Fitness Machine Technicians at the satisfactory completion of the maintenance visit. Detailed, but not complete, information on the preventative maintenance is noted in Appendix "C".

B. Be on call five (five) days per week during normal business hours for emergency repair service. Emergency visits will be billed at the rates listed in Appendix "B", unless otherwise specified under manufacturers' warranty.

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Exton, PA 19341
610-971-1500

C. Order and install any replacement parts required to properly fix the equipment. Before any part is ordered or replaced, the manager of The Facility will be notified, and proper approval by Management will be obtained. Parts and labor will be billed as stated in Appendix "B", unless otherwise specified under manufacturers' warranty.

III. Compensation

A. For services described in paragraphs 2 (A) and 2 (B). Conestoga High School will pay Powersmith LLC, dba Fitness Machine Technicians $ 3,000.00 annually. Payment will be invoiced quarterly ($750.00/quarter.)

B. For the services described in paragraph 2 (C) above, Conestoga High School agrees to pay Powersmith LLC, dba Fitness Machine Technicians the rates detailed in Appendix "B" to this agreement. Payment under this paragraph will be paid within 30 days of receipt of an invoice.

IV. Insurance

A. Powersmith LLC, dba Fitness Machine Technicians shall maintain such polices of comprehensive general liability and workers compensation insurance as necessary to insure Powersmith LLC, dba Fitness Machine Technicians and its workers against any claim or claims for damages arising by any reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any service by Powersmith LLC, dba Fitness Machine Technicians or its employees. Such insurance shall be in the amount of not less than $1,000,000 per accident.

V. Relationship of Parties

A. None of the provisions of the Agreement are intended to create nor shall they be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of the Agreement. Neither of the parties herein, nor any of their respective employees, shall be construed to be the agent, employee or representative of the other.

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Exton, PA 19341
610-971-1500

VI. Notices

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent certified or registered mail to

Powersmith LLC, dba Fitness Machine Technicians at:

ATTN: Maryanne Christopher
Fitness Machine Technicians
559 W. Uwchlan Avenue, Suite 150
Exton, PA 19341

Or
Conestoga High School
Attn: Debbie Chiarello
200 Irish Road
Berwyn, PA 19312

VII. Enforceability

A. The invalidity of unenforceability of any of the terms, conditions or provisions of this Agreement shall in no way affect the validity or enforceability of any other term, condition or provision.

VIII. Modification

A. This Agreement constitutes the entire understanding of the parties hereto and no changed amendments or alterations shall be effective unless agreed to in writing by both parties.

559 W. Uwchlan Avenue, Suite 150
Exton, PA 19341
610-971-1500

Accepted and Agreed to by:

Conestoga High School	Powersmith LLC, dba Fitness Machine Technicians
By: _____	By:_____
Title: _____	Title:_____
Date:_____/_____/_____	Date:_____/_____/_____

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610-971-1500

APPENDIX "A"

Equipment Covered:

	Type
8	Treadmills
3	Ellipticals
4	Upright Bikes
2	AMT
1	Arc Trainer
9	Single Station Weight Units
1	Leg Press
7	Multi Angle Benches

APPENDIX "B"

Rates for Emergency Visits:

Travel:	$ 60.00 /Trip
Labor:	$ 80.00 / Hour

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610-971-1500

APPENDIX "C"

Bikes:	Test ride, check: pedals/crank arms, display, key pad, and chain tightness. Lubricate (if needed), safety check which includes tightness of all exterior bolts.
Treadmills:	Test run, check: treadmill belt/deck wear, wax reservoir, wax motor, power cord, alignment of belt, display panel, safety, key pad, elevation, diagnostics, front and rear rollers, and drive belt. Remove motor cover and remove dirt/dust from motor compartment area. Calibrate in necessary.
Ellipticals:	Test ride. check: pedals/crank arms, display, key pad, wheels, ramp, and drive belts. Lubricate (if needed), safety check which includes tightness of all exterior bolts.
Steppers:	Inspect frame for any rust/bubbling due to perspiration. Inspect belts/chains and adjust if needed. Lubricate the chains, degrease if needed. Check pedal arms and connections. Check/lubricate springs. Check overall function of machine.
Rowers:	Clean monorail. Check/lubricate chain. Check/adjust bottom seat rollers. Check shock cord, handle connections and monitor. Check overall function of machine.
Weight Machines:	Test each mode. Check cables, bolts/nuts, weight stacks, upholstery. Lubricate guide rods if needed.

Consent VII, E, 5: Service Agreement with Legacy Photographics

VIA: Arthur J. McDonnell, Business Manager/Board Secretary

Action Under Consideration: That the Board of School Directors approves the attached three-year service agreement between Legacy Photographics and the Tredyffrin/Easttown School District to provide photographs of the Conestoga High School graduating class of 2027, as they receive their diplomas, at no cost to the District.

Legacy Photographics

REQUEST FOR SERVICE AGREEMENT

YES, we would like to use your service to photograph our graduates as they receive their diplomas, which is at NO cost to our Organization.

WE UNDERSTAND THAT LEGACY PHOTOGRAPHICS WILL:

1. Photograph each graduate and mail and email a FREE COLOR PROOF to each student whose address and email is made available.
2. Provide a variety of picture sizes for your graduates to select, while at NO obligation to purchase.
3. Guarantee your graduates satisfaction or their money will be refunded.
4. Provide your institution with up to 50 complimentary pictures taken as promotional shots from your graduation.
5. Legacy Photo will not use the addresses provided by the school other than to send the student's their proofs. This list will be used exclusively by Legacy Photo for the purposes listed above.
6. Legacy Photographics will send registration emails to the families of graduating seniors requesting optional additional information and inviting them to upload a selfie of the graduate. The selfie is used to assist our production team in accurately matching images and posting photographs online as quickly as possible. Providing additional information and uploading a selfie are entirely optional.

THE SCHOOL AGREES TO:

1. Provide Legacy Photographics with a current mailing list (via e-mail in Excel form) of ALL graduating seniors six weeks prior to the graduation date. List will include e-mail addresses.
2. Grant Legacy Photographics the exclusive commercial right to take pictures of each graduating senior for the next three years.

**Please sign, return and keep a copy for your records.

SCHOOL NAME: Conestoga High School # OF GRADUATES _____

COMMENCEMENT DATE: June 8th, 2027 TIME: 6:00pm

LOCATION: _____

AUTHORIZED SIGNATURE _____ DATE _____

E-MAIL ADDRESS _____

LEGACY REPRESENTATIVE SIGNATURE David O'Connell DATE July 23rd, 2026

COMMENCEMENT PHOTOGRAPHY
408 East 4th Street, Suite 306 - Bridgeport, PA 19405 - 610.279.1791 - Fax: 610.279.1849
e-mail: info@legacyphoto.com - www.legacyphoto.com

Consent VII, E, 6: Service Agreement with Food Safety Solutions, LLC

VIA: Arthur J. McDonnell, Business Manager/Board Secretary

Action Under Consideration: That the Board of School Directors approves the attached agreement between Food Safety Solutions, LLC and the Tredyffrin/Easttown School District to provide services that include visits to each school and to provide education, materials, service and reports for a cost not to exceed $21,872.80.

Food Safety SOLUTIONS INC

PO Box 1637
Hockessin, DE 19003

FOOD SERVICE SAFETY AND SANITATION PROGRAM SERVICE AGREEMENT

Overview

This agreement is between Food Safety Solutions LLC (FSS) and Tredyffrin-Easttown School District for the 2026-2027 school year as specified in **Schedule B.**

The price increase is due to personnel and material cost, likely due to overall inflation in the US economy. We have made an effort to keep price increases below overall inflation in order to minimize any disruption the increase may cause to your finances or operations.

As a reminder, our service includes Education and other Services as well as trade secrets, as outlined in **PA Schedule A**. The District agrees to not, except as required in the conduct of School District's business, use, publish or disclose any of FSS's trade secrets until at least such time the information is no longer secret. If the District does disclose any of FSS's trade secrets, the District will notify FSS of such disclosure or use.

Term and Termination

This agreement is for **one-years from July 1, 2026 – June 30, 2027**.

All materials, dispensers, accessories, and instructional charts that are provided as part of this program remain the property of FSS and may be removed if and when the program is cancelled.

Billing and Remittance

All billing will be from FSS unless otherwise notified. Payment via ACH is preferred. ACH details are available upon request. Please choose one of the below by placing an X next to your preferred payment schedule.

Monthly Billing

Annual Billing (1.5% discount)

Food Safety SOLUTIONS INC

PO Box 1637
Hockessin, DE 19003

Accepted By:

TREDYFFRIN-EASTTOWN SCHOOL DISTRICT

Name Title

Signature Date

Food Safety Solutions, LLC

Benjamin Roderick Date 2026-07-27

Benjamin Roderick, President

Food Safety SOLUTIONS INC

PO Box 1637
Hockessin, DE 19003

THIS SCHEDULE IS CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE UNDER: Pennsylvania – Pennsylvania's New Right to Know Law. Chapter 7; Sections 707. Production of certain records and Section 708 (b) (11) Exception for public records; exempt access to records which are "A record that constitutes or reveals a trade secret or confidential proprietary information."

SCHEDULE A

EDUCATION AND SERVICES

All services, materials, and consultation are included in the total cost provided under the Food Service Safety and Sanitation Service Agreement, offering complete budget control and predictability to the School District. Food Safety Solutions LLC ("FSS") will provide education, materials, services and reports as follows.

I. Education

A. FSS food safety and sanitation education program includes district in-service education, site-based education, and educational materials for the Participating Schools. The goal of the FSS education program is to provide education for the managers and employees of the School District and standardize sanitation and safety procedures in each Participating School's kitchen facility.

B. Education will be provided during each service cycle at each of the Participating Schools. Each educational session is approved for a minimum of .25 Continuing Education Credits (CEU) for School Nutrition Association (SNA) and/or a minimum of .25 CEU's towards USDA mandated Professional Standards Curriculum. The education provided will address each school's specific needs and will include on-going curriculum of sanitation and workplace topics.

C. FSS will make available the National Restaurant Association (NRA) Manager ServSafe® training to School District employees on a scheduled training date.

1. FSS will offer the course and test for eligible employees at a cost of $30.00 per student.

2. The education provided through ServSafe® courses will complement the services provided by FSS.

3. Textbooks, Answer Sheets and Shipping/Handling charges are not included in this cost and will be ordered at the current prevailing rate at the time of order.

D. FSS will offer other courses at various costs per student.

II. Materials

A. Sufficient cleaning products, such as cleaners, detergents, cleaning and sink gloves, bottles, buckets, etc. and OSHA approved dispensing systems, including detergent, rinse agent, delimer and descale materials (if appropriate) will be

provided and replenished as needed at each participating site.

B. SDS, posters and charts, procedure guide, and ancillary items (*e.g.,* pac cutters, sanitizer test strips, etc.) will be provided and replenished as needed at each participating site.

C. Each of the participating schools is granted a non-exclusive license to use the program and the program materials. FSS will take steps to safeguard use of the program content by entities operating without an agreement from FSS or a related entity.

D. Provide chemical service application and delivery.

III. Service

A. Food Safety Specialists will visit each of the Participating Schools Seven (7) times per full school year. The Specialists are certified in the administration, instruction, and recognition of HACCP program integrity and verification.

B. Food Safety Specialists will spot check holding and serving temps to facilitate conversations with staff. The District's HACCP Plan will be the point of reference for education and information with staff. This spot check is designed to be random in nature and can never be used to replace federal and state requirements for on-site, safe monitoring of food.

C. Food Safety Specialists will survey and audit each Participating School's kitchen, and provide immediate corrective action, staff training, action documentation, and supervisor notifications for follow-ups. The survey and audit are intended to measure due-diligence and verify system execution and staff motivation.

IV. Reports / Review

A. FSS will provide documentation of the education received for School District due-diligence files.

B. All materials required for OSHA compliance will be placed in and kept current in each of the Participating Schools.

C. After completion of each survey and audit, FSS will generate a service report that documents program compliance and areas where further management action is required. These reports may serve as critical due diligence confirmation and provide the School District with an electronic record of program compliance.

D. After each full school year, FSS management will meet (in person or by phone) with the School District Food Safety Directors to review the year's accomplishments and make recommendations for program improvement.

Food Safety SOLUTIONS INC

PO Box 1637
Hockessin, DE 19003

PA Schedule B - SY 2026-2027

Cost per School Site

Schools by site			
Payments to be made:	10		
Billing Start Month	**Billing End Month**		
Sept	June		
Site		**Price**	
Beaumont Elementary School		$273.41	
Conestoga High School		$273.41	
Devon Elementary School		$273.41	
Hillside Elementary School		$273.41	
New Eagle Elementary School		$273.41	
T. E. Middle School		$273.41	
Valley Forge Elementary School		$273.41	
Valley Forge Middle School		$273.41	
Total Cost Per Month		$2,187.28	
2026-2027 Annual Cost		**$21,872.80**	
Pay-in-July Discounted Cost		$21,544.71	

Consent VII, E, 7: Agreement with C&M Refrigeration Sales & Service Inc.

VIA: Arthur J. McDonnell, Business Manager/Board Secretary

Action Under Consideration: That the Board of School Directors approves the attached one-year agreement between C&M Refrigeration Sales & Service Inc. and the Tredyffrin/Easttown School District to provide food service equipment repair and maintenance.

C&M REFRIGERATION
SALES & SERVICE INC.

• *Commercial and Industrial Installation and Service* •
P.O. Box 186 Spring City, PA 19475 (610) 948-9308

August 4, 2026

Tredyffrin/Easttown School District
Attn: Food Services
940 West Valley Road, Suite 1700
Wayne, PA 19087-1856

RE: Refrigeration Repair and Maintenance Rates

As per quotation for food service equipment repair and maintenance dated 6/30/26. See attached amounts and description. Contract to run from August 1, 2026 to June 30, 2027. Can be renewed up to four (4) additional years with adjusted labor rates per year.

C&M Refrigeration Sales & Service Inc.

Seth Campbell, President

Accepted By:_____ Date:_____

Printed Name:_____

Title:_____

SCOPE OF WORK & SPECIFICATIONS
FOOD SERVICE REFRIGERATION
EQUIPMENT REPAIR AND MAINTENANCE
QUOTE

Tredyffrin Easttown School District is seeking a Pennsylvania based Company to perform service/repairs of school kitchen refrigeration equipment such as freezers, coolers, milk boxes, and ice machines

SERVICE INFORMATION

Six (6) elementary schools, two (2) middle schools and one (1) high school.

SCHOOL LOCATIONS

SCHOOLS	ADDRESS
Bear Hill Elementary School	1200 W. Swedesford Rd, Berwyn, PA 19312
Beaumont Elementary School	575 Beaumont Rd Devon, Pa. 19333
Devon Elementary	400 South Fairfield Rd., Devon Pa 19333
Hillside Elementary	507 Howellville Rd Berwyn, Pa 19312
New Eagle School	507 Pugh Rd. Wayne, PA 19087
Valley Forge Elementary School	99 Walker Rd, Wayne, Pa. 19087
Tredyffrin Easttown Middle School	801 Conestoga Road, Berwyn, PA 19312
Valley Forge Middle School	105 West Walker Road, Wayne, PA 19087
Conestoga High School	200 Irish Road Berwyn, PA 19312

This solicitation does not include the service/repairs and maintenance of equipment such as stove tops, grills, ovens, steamers, warmers, brazing pans, Impinger Ovens, steam kettles, dish machine, etc

KITCHEN EQUIPMENT SERVICE AND REPAIRS

1. The contractor shall furnish all personnel, tools, parts and materials necessary to service equipment.
2. Service response shall be within two business days from initial call for service.
3. Repair requests shall be made by the FNS Supervisor or their designee.
4. Contractor accepts purchase orders from TESD for service/repairs.
5. The contractor will check in with the Kitchen Manager upon arriving.
6. Repair cost that may exceed $1,000, the contractor shall notify the FNS Supervisor or designee for approval and /or purchase order before proceeding with repairs.
7. Material cost shall be within industry standards.
8. TESD may choose to purchase and stock some parts for equipment repairs depending on district needs.
9. Typical equipment needing service: freezers, coolers, milk boxes, and ice machines
10. The contractor shall clean-up work site and all tools, equipment and parts as a result of the service repair.

Additional Notes:

1. A list of facilities with kitchens is attached for information.
2. The contract for Kitchen equipment service/repairs will run from August 1, 2026, to June 30, 2027. The contract may be renewed for up to four additional years.

3. Contractor will obtain three satisfactory background checks/clearances for each employee that works in Tredyffrin/Easttown School District: FBI Criminal History Clearance, Child Abuse History Clearance, PA Criminal Record Check, and PDE-6004 Form.
4. Invoices will be submitted monthly or when work is completed.
5. Invoices will be billed only for the facility where service was performed.

EVALUATION/AWARD CRITERIA

Tredyffrin Easttown School District intends to award a contract resulting from this Request for Quote to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the district, taking into consideration evaluation factors set forth herein. However, the right is respectfully reserved to reject any and all proposals. The District shall be the sole judge of whether or not a proposal meets the requirements of this solicitation.

Proposals will be reviewed and evaluated based upon the factors which are listed below.

1. Meeting the requested specifications
2. Proposal Cost
3. Complete and organized proposal
4. Satisfaction of Proposer's Current / Former Client (please provide 3 references)
5. Quality and Professionalism of Sales, work crews, and subcontractors
6. Modifications required by the district
7. Qualifications and quantity of employees in our area
8. Financial stability
9. Other reasonable criteria in the District's sole discretion

During the review process, the District shall have the right to request from offerors any additional information necessary for evaluation of the proposal and relevant to any one or more of the aforementioned evaluation factors. Failure to promptly provide requested information shall be sufficient grounds for determining the offeror to be non-responsive and resulting in the offeror's quote being automatically rejected.

Quotation

DATE: 6/30/26

DUE DATE AND TIME: **July 24, 2026 at 1:00 pm EST**

DUE DATE LOCATION: Tredyffrin Easttown School District
Administration Building,
940 West Valley Road, Suite 1700
Wayne, Pa. 19087

PROCUREMENT OF: **Food Service Equipment Repair and Maintenance**

Item#	Quantity	Description	Total Price
1	1	Hourly Labor cost regular business hours (Basis of Award)	**$105.00**
2	1	Hourly Labor cost non-business hours, weekends/holidays	**$157.50**
3	1	Surcharges, mileage, other or n/a *service call	**$105.00**
4	1	Percentage mark-up from manufacture's list price on repair parts or	**0%**
5	1	Percentage discount from manufacture's list price on repair parts	**10%**

***When a vendor services multiple District locations sequentially during the same day, a travel charge will only be applied to the first location. A travel charge will only be applied once per repair, including return visits.**

Manufacturer's Price Lists: Please note that the District may require the successful vendor to provide manufacturer's price list for a comparison to determine the best "net cost" to the District on repair parts. At the District's discretion, the District may randomly choose part numbers for comparisons.

COMPANY NAME: C&M Refrigeration

ADDRESS: PO Box 186

CITY/STATE/ZIP: Spring City Pa 19475

PHONE: 610-948-9308 FAX: 610-948-0550

SIGNATURE: Seth Campbell TITLE: President

PRINT SIGNATURE: Seth Campbell DATE: 7/1/2026

By signing this Quote Form, the offeror acknowledges that he/she has read this document and understands the provisions, agrees to be bound by its terms and conditions, will adhere to scheduling

Consent VII, E, 8: Agreement with Brightly Software Inc.

VIA: Arthur J. McDonnell, Business Manager/Board Secretary

Action Under Consideration: That the Board of School Directors approves the attached renewal agreement between Brightly Software Inc. and the Tredyffrin/Easttown School District to provide a centralized system for submitting, tracking, assigning, and completing maintenance requests. The software allows staff to report maintenance needs electronically while providing an organized method for managing and monitoring work orders. The yearly cost is not to exceed $10,902.58.

PREPARED FOR
Tredyffrin-Easttown School District ("Customer")

PREPARED BY
Brightly Software Inc
4242 Six Forks Road, Suite 1400
Raleigh, NC 27609

PUBLISHED ON

April 15, 2025

Cloud Services Subscription

Item	Investment Year 2 Start Date: 07/01/2026	Investment Year 3 Start Date: 07/01/2027
Asset Essentials Core Plus	10,902.58 USD	10,902.58 USD
- Dude Analytics	Included	Included
Total:	10,902.58 USD	10,902.58 USD

certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.

L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Cloud Services

A. Billing frequency: Annual

B. Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) .

C. Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.

D. During the Term, Siemens shall, as part of Customer's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday ("Business Hours"), excluding holidays.

E. Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable

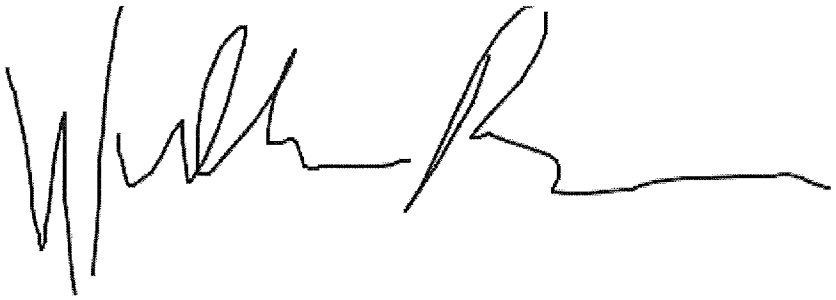
Electronic Acceptance of Document

Presented to:

Tredyffrin-Easttown School District - Q-438102
April 15, 2025, 11:01:13 AM

Accepted by:

William Reilly
reillyw@tesd.net
June 27, 2025, 10:41:30 AM EDT
IP Address: 10.45.27.26



Consent VII, E, 9: Agreement with Johnson Controls

VIA: Arthur J. McDonnell, Business Manager/Board Secretary

Action Under Consideration: That the Board of School Directors approves the attached five-year agreement between Johnson Controls and the Tredyffrin/Easttown School District to provide energy saving opportunities, reducing repair cost, extend asset life, ensure productive environments and promote environmental health and safety at a cost not to exceed $25,104.00 for year one and see Schedule A for pricing in subsequent years.

Johnson Controls planned service proposal
Prepared for CONESTOGA HIGH SCHOOL

Customer
CONESTOGA HIGH SCHOOL

Local Johnson Controls Office
283 GIBRALTAR RD
HORSHAM, PA 19044-2305

Agreement Start Date:
07/01/2026

Proposal Date
03/02/2026

Estimate No:
1-1QXIVOIT



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.

FROST & SULLIVAN

2020 Award | North American Company of the Year for Innovation in Smart Connected Chillers

Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for CONESTOGA HIGH SCHOOL

Dear Marshall,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 5 Years starting 07/01/2026 and ending 06/30/2031.
- The agreement price for first year is $25,104.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Mike Turriziani
Account Executive
Mike.Turriziani@jci.com
610-247-6062

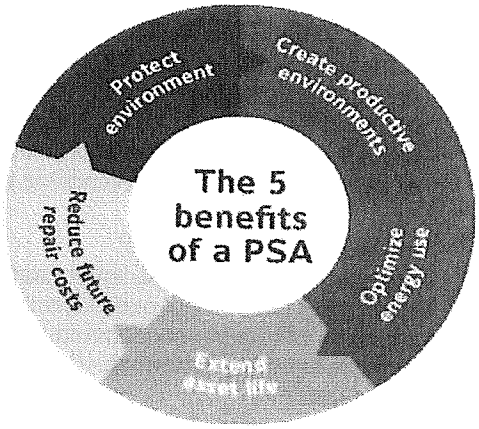
Andrew Thomas
andrew.thomas@jci.com
Mechanical-Chiller Foreman
302-275-4795

The power behind **your mission**

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Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.



With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify energy savings Opportunities**
   Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.
2. **Reduce future repair costs**
   Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.
3. **Extend asset life**
   Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.
4. **Ensure productive environments**
   Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished
5. **Promote environmental health and safety**
   When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

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Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

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Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

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Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Chiller Tube Brushing

Dirt, minerals (scale), and/or biological elements (algae) on chiller tubes prevent the efficient transfer of heat from the chilled water to the cool refrigerant. This requires operation of the chiller unit at lower evaporator (chiller) temperatures to accomplish the same level or capacity of cooling to satisfy building load. Johnson Controls technicians will brush the tubes to improve heat transfer and system efficiency. When required, they will make recommendations for hard mineral (scale) removal. This service does not include chemical treatment required to control or eliminate biohazards such as Legionella unless chemical water treatment services have been added as a separate option.

Tower/Basin Cleaning

During operation, a cooling tower becomes a natural repository for wind-blown debris. This debris has a tendency to collect in the tower's sump/basin. Johnson Controls technicians will clean the tower and basin to prevent blockage and potential damage to critical system components. This service does not include chemical treatment required to control or eliminate biohazards such as Legionella unless chemical water treatment services have been added as a separate option.

Vibration Analysis - Chiller

Johnson Controls maintains the world's largest database of vibration signatures based on more than 50,000 chiller analyses. Data from your chiller is collected by Johnson Controls personnel and uploaded to our predictive diagnostics team for analysis. It is then compared with vibration standards which have been statistically derived from 20 years of compiled data using patented formulas. This allows you to identify and correct potential issues before they cause unscheduled downtime.

Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

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Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind **your mission**

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Planned Service Agreement

Customer Name :	CONESTOGA HIGH SCHOOL
Address:	200 IRISH RD BERWYN,PA 19312-1260
Proposal Date:	03/02/2026
Estimate #:	1-1QXIVOIT

Scope of Service

Johnson Controls Building Solutions LLC ("JC" or "Johnson Controls") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JC at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JC.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Basic Coverage means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under Basic Coverage.

Premium Coverage means Basic Coverage plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered Premium Coverage, JC will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JC will then advise Customer if JC finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JC will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JC's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JC to perform the work identified as necessary by JC, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JC's recommended repairs or proceed with the modified Premium Coverage, JC reserves the right to invoice Customer for the cost of the initial equipment inspection.

Extended Service means Services performed outside JC's normal business hours and is available only if Customer has Premium Coverage. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 07/01/2026 and will continue until 06/30/2031 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JC gives the other written notice it does not want to renew prior to the end of the

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then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JC.

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Price and Payment Terms

The total Contract Price for JC's Services during the first year of the Original Term is $25,104.00. This amount will be paid to JC in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Invoices will be sent to the following location:

TREDYFFRIN EASTTOWN SCHOOL
ATTN ACCOUNTS PAYABLE
940 WEST VALLEY RD STE 1700
WAYNE,PA 19087

To ensure that JC is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

[] No: This signed contract satisfies requirement

[] YES: Please reference this PO number :

AR Invoices are accepted via e-mail:

[] YES: E-mail address to be used :

[] No: Please submit invoices via mail

[] No: Please submit via :

This proposal is valid for thirty days from the proposal date.

Johnson Controls Building Solutions LLC ("JC" or "Johnson Controls")

JC Manager:

Customer Manager: MARSHALL BARKMAN

JC Manager Signature:

Customer Manager Signature: Marshall Barkman

Title:

Date:

Title: FACILITIES MANAGER

Date: 7-17-26

JC Branch: JOHNSON CONTROLS PHILADELPHIA PA CB - 0N31
Address: 283 GIBRALTAR RD
HORSHAM,PA 19044-2305
Branch Phone: (866) 412-8080
Branch Email:

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Schedule A - Equipment List

CONESTOGA HIGH SCHOOL	200 IRISH RD BERWYN, PA 19312-1260

Product: Chiller, Water Cooled, High Pressure Centrifugal, 450-799 Tons

Quantity: 2
Coverage Level: Basic

Services Provided

3	Operational
1	Oil Sample and Analysis
1	Comprehensive
1	Vibration Analysis
1	Condenser Tube Brushing (head removal by customer)

Customer Tag	Manufacturer	Model #	Serial #
Chiller-SNLM841770 HOURS	JCI_YORK	YKHCGBH7-CVES	SNLM841770

Product: Cooling Tower, Variable Frequency Drive (VFD), 15-30 HP

Quantity: 2
Coverage Level: Basic

Services Provided

1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
Cooling Tower >250T / 0001 / Copy 0001 Entitlement			

Product: Pump, Circulating, 11-50 HP

Quantity: 2
Coverage Level: Basic

Services Provided

3	Operational
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
Pump #1 125 HP Pump #2 125 HP			

Product: Pump, Condenser, 11-50 HP

Quantity: 2
Coverage Level: Basic

Services Provided

3	Operational
1	Comprehensive

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Customer Tag	Manufacturer	Model #	Serial #

Product: Cooling Tower, Evaporative Condenser, <300 Tons

Quantity: 2
Coverage Level: Basic

Services Provided

3	Operational
1	Comprehensive
1	Tower Cleaning

Customer Tag	Manufacturer	Model #	Serial #

Product: Chiller, Refrigerant Monitors

Quantity: 1
Coverage Level: Basic

Services Provided

3	Operational
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #

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Equipment tasking

Chiller, Refrigerant Monitors

Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Check sampling ports lines for blockage and replace inlet filters if needed Perform calibration per manufacturer's recommendation Test for proper operation and assure alarms are functioning Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Document tasks performed during visit and report any observations to appropriate customer representative

Chiller, Water Cooled, High Pressure Centrifugal, 450-799 Tons

Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Check for proper condenser and chilled water flow Check system pressures and temperatures Check refrigerant levels Check compressor oil level(s) Check capacity control and linkage Check for proper oil temperature and pressure Lubricate motor bearings (per manufacturer's recommendations) Visually inspect for refrigerant and oil leaks Check for unusual noise and vibration For YK, YMC2, YZ, YD, YVAA, YMAA, and YS - Review the Proactive Parts Replacement Tool for components that may be in need of or recommended for proactive replacement. Check overall condition of unit Record oil level in seal oil bottle Check for proper operation of oil return system Record and log all operating parameters Document tasks performed during visit and report any observations to appropriate customer representative
Vibration Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Record equipment specific information for reference Install pads and labels (if applicable) Install sensors in proper location. Start equipment and run at normal operating conditions. Record readings and remove sensors. Submit readings for report generation and deliver to customer with recommendations. Document tasks performed during visit and report any observations to

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	appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Conduct refrigerant leak check Check compressor oil level(s) Change oil filters (isolation valves must be present and functional) Change oil educter filter dryer (isolation valves must be present and functional) Lubricate and check capacity control and linkage Verify oil heater operation Check and tighten electrical connections Perform preventative procedures to flow proving devices Check for unusual noise and vibration For YK, YMC2, YZ, YD, YVAA, YMAA, and YS - Review the Proactive Parts Replacement Tool for components that may be in need of or recommended for proactive replacement. Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Condenser Tube Brushing (head removal by customer)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Mechanically brush tubes Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Oil Sample and Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Remove sample in approved container Drop off for analysis Label and complete paperwork indicating present operating conditions Document tasks performed during visit and report any observations to appropriate customer representative
	Cooling Tower, Evaporative Condenser, <300 Tons
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check condition of sump and basin Check for proper operation of make up water controller and adjust as needed Disassemble and clean sump level sensor (if applicable) Check for proper condenser water temperature control (if applicable) Check operation of bypass valve (if applicable) Check for spray nozzle blockage Check fan mechanical drive system and lubricate per manufacturer's recommendation Check belt(s) (if applicable) Check and tighten electrical connections Check operation of basin heater (if applicable) Check tower sump screens Check for proper sump pump operation Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity

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	Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check condition of sump and basin Check for proper operation of make up water controller Check for proper condenser water temperature control (if applicable) Check operation of bypass valve (if applicable) Check condition of heat transfer section Check for spray nozzle blockage Check fan mechanical drive system Check belt(s) (if applicable) Check operation of basin heater (if applicable) Check for proper sump pump operation Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Tower Cleaning	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Drain tower and basin Remove soot and debris Clean basin Fill tower and basin Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative

Cooling Tower, Variable Frequency Drive (VFD), 15-30 HP

Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check and tighten electrical connections Check for heat damage Review event log (if applicable) Ramp drive up and down, and check for proper operation (if possible) Check condition of air filter and clean or replace as needed Verify proper operation of cooling fans and clean as needed Check for unusual noise or vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative

Pump, Circulating, 11-50 HP

Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check coupling Lubricate pump and motor bearing(s) per manufacturer's recommendation Record and log all operating parameters Check for unusual noise and vibration

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	Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check pressures Visually inspect coupling Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative

Pump, Condenser, 11-50 HP

Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check coupling Lubricate pump and motor bearing(s) per manufacturer's recommendation Record and log all operating parameters Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check pressures Visually inspect coupling Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year1	$25,104.00	Annually
Year2	$26,109.00	Annually
Year3	$27,154.00	Annually
Year4	$28,241.00	Annually
Year5	$29,371.00	Annually

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Special Additions and Exceptions

This agreement includes the following discounts on additional labor and material work outside the scope of the contract. Discounts apply to current pricing and rates and are subject to renegotiation.

Labor Discount: 10%

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Johnson Controls Standard Service Terms: One PSA

Terms

These terms cover the services and equipment provided by Johnson Controls. This Agreement includes the proposal, these terms and any referenced links. Conflicts are resolved in that order.

Scope of Work

We will provide the services or equipment described in the proposal. If the services include planned maintenance of equipment, only the equipment set forth in our proposal is covered by our services ("**Covered Equipment**"). Unless otherwise agreed in the proposal, services are performed during our normal working hours, excluding holidays. We reserve the right to modify or substitute materials.

Payment Terms

Services fees are paid annually in advance due 30 days from the invoice date via EFT/ACH, unless stated otherwise. Payment is required before services are performed or equipment is ordered or installed. Failure to pay on time is a breach that permits us to suspend or delay services until full payment is received, without liability, or to terminate this Agreement. Interest may also be charged on unpaid amounts at the lesser of 1.5% per month (19.56% annually) or the highest rate permitted by law. If you require a purchase order to process payments, you must send it to us at least 30 days before the end of a term but you must pay invoices even without a purchase order. No purchase order is required for any emergency services you request.

Prices

Prices do not cover taxes, fees, duties, tariffs, permits and levies or other charges imposed and/or enacted by a government. You are responsible for these items unless you provide an acceptable exemption certificate. If we need to pay any of these items or the exemption certificate is invalid or only covers some of these items, you must reimburse us on demand for the amounts owing. Prices may be adjusted at any time to reflect changes in costs, labor or market conditions. We will try to notify you of any changes in pricing in advance. Additional charges will be required for: (i) changes to these services or the Covered Equipment; (ii) additional services or equipment; (iii) unexpected site conditions or issues with the Covered Equipment; (iv) appointments that are cancelled less than 24 hours beforehand or for service, warranty or alarm calls caused by your error; (v) changes required to comply with laws, codes and regulations ("**Laws**"), including prevailing wage laws; and (vi) costs to notify and dispatch emergency personnel. We may change prices on equipment or parts prior to shipment or installation to reflect increases in costs from raw materials, third party products, any new or additional tariffs, duties, quotas, taxes, the withdrawal of trade agreement concessions or any unforeseen or other extra cost elements.

Limited Warranty

We warrant that services will be performed in a good and workmanlike manner for 90 days from the date of performance. Equipment we provide is also warranted to be free from defect in materials and workmanship for 90 days from installation. No warranty is provided for third-party equipment we install or furnish. Third-party HVAC and controls equipment is provided with the third-party manufacturer's warranty to the extent available. This limited warranty does not cover failures, defects, or damages caused in whole or in part by: (i) misuse, neglect, accident, Force Majeure, changes to your premises, or installation, maintenance or repairs not performed by us; (ii) environmental, electrical or other causes beyond our control; (iii) normal wear and tear or corrosion; (iv) use of unauthorized replacement parts or products or using the equipment for purposes not intended by the manufacturer; or (vi) issues arising from your failure to comply with this Agreement or your obligations. To qualify for warranty consideration, you must notify us in writing of your warranty claim prior to the end of the warranty period, complete all instructions on warranty procedures and provide us with reasonable site access to inspect the equipment and/or perform any

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necessary warranty work. Your sole remedy is to have defective services re-performed or equipment repaired or replaced at our election. **THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** You need to determine if our equipment are suitable for your use. You assume all risk and liability from their application and your use.

Warranty service does not cover: (i) system upgrades and replacing obsolete systems, equipment, or consumable parts and components ; (ii) reloading, updating, or maintaining software; (iii) additional costs for access, deinstallation, re-installation and transportation; and (iv) the exclusions set out in the Supplemental Terms. If you call us for warranty service and the problem is due to any of these reasons, we may charge you for the service call even if we do not work on the equipment. We may offer these services at an extra cost.

Customer Obligations

You must provide all relevant information about the equipment and premises, follow all applicable Laws and ensure us safe access. You must operate, test, maintain, and repair the equipment according to manufacturer and our recommendations and notify us immediately of any issues.

In addition, you agree to, (i) obtain necessary licenses and permits and pay related fees and taxes; (ii) provide a suitable environment for the equipment as recommended by us or the manufacturer including heat to avoid freezing; (iii) supply the necessary electrical service, power, heat, heat tracing, water and schematics ; (iv) provide proper water treatment for condensers, cooling towers, and boilers, and protect against environmental issues; (v) set and test alarm systems as recommended by us or the manufacturer; (vi) avoid causing false alarms and reimburse us for any fines or fees; (vii) notify all necessary parties, such as local authorities and monitoring providers, about system testing or repairs; (viii) keep accurate and up-to-date work logs for the equipment; and (ix) take precautions for Covered Equipment failure to prevent injury or property damage. If you do not meet any of these obligations, we are not responsible for equipment breakdowns, repairs, or replacements. We can suspend services until these issues are fixed and charge for any corrective work needed.

For equipment connected to your computer network, we provide and install the software to run the equipment and connect to it based on the network settings you provide. You must provide us with secure access to your computer network as required in our specifications. If we cannot connect to the network or need extra equipment for connectivity, additional charges may apply. Our services do not include changes to the network, security, or firewall settings. You are solely responsible to protect your data, computer network, and products networked or connected to the Internet; and we are not responsible for any loss or damage, as allowed by Law. You should back up data and software before services are performed. You must promptly remove any devices that interfere with the operation of the Covered Equipment.

Insurance

We do not guarantee that services or equipment will prevent risk of loss at your premises or detect all events. You are responsible for any losses and need to rely on your own insurance. You release and waive for yourself and your insurer all subrogation and other rights to recover from us.

Limitations on Liability

Neither we or our suppliers or vendors ("JCI Parties") are liable for special, incidental, consequential, punitive or indirect damages, or for lost profits, revenue, data or business interruption. The total liability of the JCI Parties is limited to $250,000 or 12 months of fees paid to Johnson Controls under this Agreement, whichever is less.

Claims Limitation; Forum; Choice of Law

Disputes may be resolved in court or through arbitration, as determined exclusively by us. Delaware law governs any agreement performed in the U.S., with disputes resolved in Milwaukee, Wisconsin. Ontario law governs any agreement performed in Canada, with disputes resolved in Ontario. Any claims by you must be brought within one year. The parties waive their right to a jury trial.

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Term and Termination

The term of this Agreement is set out in the proposal and renews automatically for successive terms equal to the length of the original term unless either party gives 60 days' prior written notice of termination to the other party before the end of a term or the parties agree in writing on a different length of renewal term. Either party can terminate for cause with 10 days' notice, but only after written notice the defaulting party has 30 days to cure any alleged default. We can terminate immediately if we can no longer service the Covered Equipment for whatever reason including if we stop selling the Covered Equipment, providing the services or if we cannot obtain equipment, parts or support the technologies. We can terminate this Agreement without cause with 60 days' written notice. Upon termination, you must pay all amounts owed and provide access for us to remove any of our property at your premises and reprogram systems. You are responsible for our costs to enforce this. If you end this Agreement early for any reason, you must also pay us 50% of the service charges for the remaining term of this Agreement. You are responsible for our costs to enforce this.

Access and Hazardous Materials

You must provide us with reasonable and safe access to the Covered Equipment. We will follow our health and safety policies and applicable Laws. You must inform us of any hazardous conditions or materials (e.g., mold, asbestos containing materials, biohazards) and you are responsible for resolving, removing and disposal. If we encounter hazardous conditions or materials, we may stop work without liability and you are required to provide us reasonable evidence of abatement before we will restart work. Additional charges will apply if access to a confined space is required.

Force Majeure

We are not in breach or liable for any delays or failures caused, in whole or in part, by any events beyond our control, such as natural disasters, severe weather, public health risks, government actions, cyberattacks, civil disturbances, labor disputes, strikes or shortages of parts or materials ("**Force Majeure**"). You must allow us additional time to perform the services and reimburse us for increased costs due to such events.

Data and Intellectual Property; Digitally Enabled Services

You own your data, but we may use it to perform services and you grant us a perpetual, worldwide, irrevocable, royalty free license to use your building data on a de-identified basis. We retain rights to any intellectual property created. Digital enabled services mean services provided under this Agreement that employ our software and cloud-hosted software offerings and tools. They may include, but are not limited to, (i) remote inspection, (ii) advanced equipment fault detection and diagnostics, and (iii) data dashboarding and health reporting. Digital enabled services may require data collection, and you consent to this.

Software-Digital Solutions

Use of our software, including software to provide digital enabled services and solutions, is governed by our standard terms at https://www.johnsoncontrols.com/techterms. These terms apply to the software you are allowed to use, but we retain ownership and rights to the software, including improvements. If provided as part of our services, third-party software is subject to its own terms.

Privacy

If provided to us, we will process personal data according to our Data Processing Agreement at www.johnsoncontrols.com/dpa and adhere to our privacy notice at https://www.johnsoncontrols.com/privacy. You consent to this processing and will ensure all necessary consents are obtained.

Miscellaneous

Notices must be in writing. This Agreement cannot be assigned without our consent; any assignment without our consent is void. We can assign this Agreement, in whole or in part, or subcontract the work, without notice. Invalid, illegal or unenforceable provisions do not affect the rest of this Agreement. This Agreement is subject to specific supplemental terms located at www.johnsoncontrols.com/legal/one-psa-supplemental-terms. In addition, if you

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request us to perform any work outside the scope of this Agreement, you consent to it being performed subject to our standard customer terms then in effect at www.johnsoncontrols.com/customerterms. This Agreement is the entire contract and supersedes prior written or oral communications and documents, and terms in any purchase order or other documents you later provide are rejected. We may convert this Agreement to an electronic format.

[END OF DOCUMENT]

Johnson Controls Standard Service Terms: One PSA, version 6.12.2025

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Consent VII, E, 10: Administrative Services Agreement with QCC Insurance Company (IBC)

VIA: Arthur J. McDonnell, Business Manager/Board Secretary

Action Under Consideration: That the Board of School Directors approves the attached administrative services agreement between QCC Insurance Company (IBC) and the Tredyffrin Easttown School District to provide administrative services for self-funded employee welfare healthcare benefit plans.

Docusign Envelope ID: 078C5B78-BDF8-8F18-8037-93B0EC41CF4F

ADMINISTRATIVE SERVICES AGREEMENT
("Agreement")

PPO Benefit Program

Effective July 1, 2026

between

QCC INSURANCE COMPANY ("QCC" or "Claims Administrator"),
a Pennsylvania stock life insurance company located at
1901 Market Street, Philadelphia, Pennsylvania 19103

and

TREDYFFRIN EASTTOWN SCHOOL DISTRICT ("Plan/Plan Sponsor"),
located at 940 West Valley Road, Suite 1700, Wayne, Pennsylvania 19087

Whereas, the Claims Administrator possesses the systems, provider network access and related experience and knowledge in providing administrative services for self-funded employee welfare healthcare benefit plans;

Whereas, the Plan Sponsor sponsors a self-funded employee welfare benefit plan for healthcare coverage for eligible individuals (the "Plan") and such benefits under the Plan are entirely funded by the Plan Sponsor and Claims Administrator provides administrative and claims payment services only;

Whereas, the Plan/Plan Sponsor desires to engage the services of a claims administrator for a certain program of health care benefits under the Plan (the "Benefit Program"), utilizing contracting providers for individuals enrolled in the Plan ("Participants") and

Whereas, the Claims Administrator is willing to provide claims administration services to the Plan and to make the network(s) available for the Benefit Program at the costs set forth in this Agreement;

Now, therefore, in consideration of the promises and agreements made herein, the parties to this Agreement agree as follows:

Docusign Envelope ID: 078C5B78-BDF8-8F18-8037-93B0EC41CF4F

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Docusign Envelope ID: 078C5B78-BDF8-8F18-8037-93B0EC41CF4F

Article I - Definitions

A. **"Access Fee** means Network Access Fee which can be a dollar PCPM, dollar per claim or percentage of claim and is shown in Exhibits A and B.

B. **"Administrative Fee"** means fees paid by the Plan/Plan Sponsor to Claims Administrator for the agreed upon services Claims Administrator will provide to the Plan pursuant to the terms of this Agreement.

C. **"Advance"** represents a deposit made with the Claims Administrator as an offset of the Claims Administrator's lost cash flow which results from the Claims Administrator's payment of Covered Services before the Claims Administrator is reimbursed by the Plan/Plan Sponsor.

D. "**Ancillary Provider**" means an individual or entity providing Covered Services, that is not a facility provider or a professional provider.

E. "**Benefit Booklet**" means a Plan/Plan Sponsor reviewed and approved booklet which is prepared and issued to the Participant which describes the health care benefit terms, limitations and exclusions under the Benefit Program administered by the Claims Administrator.

F. **"Blue Plan"** means one of the independent, community-based and locally operated Blue Cross and Blue Shield companies which are members and licensees of the Blue Cross and Blue Shield Association (BCBSA).

G. **"BlueCard Access Fee and Administrative Fee ("Access Fee")** means the fees established by the Blue Cross Blue Shield Association ("BCBSA") based upon a percentage fee and an administrative fixed claim charge. The BlueCard Access Fee and Administrative Fee, shown in Exhibit B, may be changed from time to time by the Association.

H. "**BlueCard Claim**" means a claim for Covered Services provided by a professional, facility or Ancillary Provider in a Host Blue's service area, as described in Exhibit B.

I. "**Capitated Services**" means certain Covered Services provided by a primary care physician and/or certain services related to radiology, diagnostic, mental health, substance use disorder, physical therapy, medical management programs, non-medical service programs and other programs and services which the Claims Administrator arranges on a per Participant basis. This includes Primary Care Physician Quality Incentive Payment System – PCP (QIPS) payments and other non-medical service incentive programs.

J. "**Claims Expense**" is the amount payable by the Plan/Plan Sponsor and is equal to Covered Expense minus Participant's Share.

K. "**Consortium Health Plans**" refers to a group of Blue Cross and/or Blue Shield Plans that are members of Consortium Health Plans, Inc. described in Exhibits A & C to this Agreement.

L. "**Contract Year**" means the initial term of this Agreement and each successive twelve-month period thereafter; as illustrated on Exhibit A.1.

M. "**Covered Expense**" means the dollar amount of benefits payable under the Benefit Program, as calculated in accordance with Article V of this Agreement.

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N. "**Covered Service**" means a service or supply provided to a Participant that is determined to be covered under the Plan and this Agreement.

O. **"Named Claims Fiduciary"** is the party responsible for obligations as described in detail in Exhibit F.

P. **"Participant"** means any person entitled to receive benefits under the Plan as a covered employee or dependent of a covered employee.

Q. "**Participant's Share**" means the amount of deductible, coinsurance, copayment, and other liabilities required to be paid by the Participant under the Benefit Program. Participant's Share does not mean an amount payable by the Participant as a result of balance billing by a provider of services or supplies. If, after Participant's Share is paid, an adjustment is made to the amount payable, paid, or charged for a particular service or supply, Participant's Share may not reflect the adjustment.

R. "**Preferred Facility Provider**" means a facility provider who is a member of the Preferred Provider Network (PPN) and has agreed to a rate of reimbursement determined by contract for the provision of "in-network" Covered Services to Participants.

S. "**Preferred Professional Provider**" means a professional provider that belongs to the PPN.

T. **"Preferred Provider Network (PPN)"** Those healthcare providers who have agreed to provide Covered Services to Participants at a rate of reimbursement determined by contract for provision of "in-network" Covered Services to Participants.

U. **"Preferred Stop-Loss Carrier"** means the stop-loss carrier that the Claims Administrator has designated as a preferred stop loss carrier. The Claims Administrator may provide certain reduced administrative fees for groups that select the Preferred Stop-Loss Carrier as the Plan's stop-loss carrier.

V. **"Price Protection Program"** is the Claims Administrator's, or its vendor's, program to negotiate reductions in out of network claims as described in Article IV of this Agreement.

W. **"Program Participant"** is a Participant enrolled in the applicable program or service.

X. **"Reserve"** means the funds provided by the Plan/Plan Sponsor as a financial offset for unreported or unpaid claim liabilities related to Claims Expense and Benefit Program Fees and Charges resulting from the Claims Administrator's administration of this Agreement.

Y. **"Runout Period"** means the 18-month period following termination of this Agreement in which the Claims Administrator may be responsible for claims for Covered Services which were incurred prior to the termination date of this Agreement, upon the agreement of the parties and timely funding/payments by the Plan/Plan Sponsor.

Z. **"Recovery Services"** include Internal Audit recoveries, subrogation, claim payment recovery services, internal and externally vended coordination of benefit programs, and other cost containment services for which there are separate fees assessed by Claims Administrator, which fees are described in Article IV and Exhibit A.

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Article II - Term

This Agreement is for the Contract Years period specified in Exhibit A and will continue in full force and effect from year to year thereafter unless terminated as provided under this Agreement or superseded by Claims Administrator issuing a new Administrative Services Agreement to the Plan/Plan Sponsor. In the event of termination of the Agreement, the Plan/Plan Sponsor shall continue to make payments for claims for Covered Services incurred prior to termination.

Article III - Obligations of the Plan/Plan Sponsor

A. Payment of Claims Expense and Benefit Program Fees and Charges. In exchange for the obligations and services undertaken by the Claims Administrator under the Benefit Program and this Agreement, the Plan/Plan Sponsor agrees to pay the Claims Administrator for the Claims Expense and Benefit Program Fees and Charges in the manner set forth under Article V (Financial) and Exhibit A.

B. Benefit Program. The Plan/Plan Sponsor is responsible to determine the Plan design and selection of benefits for the Benefit Program. The Plan/Plan Sponsor and the Claims Administrator will agree in writing on the terms of the Benefit Program to be administered under this Agreement. The Plan/Plan Sponsor will notify the Claims Administrator in writing of any changes to the Benefit Program not less than two (2) months in advance of the effective date of the changes.

C. Eligibility Standards. The Plan/Plan Sponsor is responsible for determining eligibility and will provide to the Claims Administrator a complete and current written listing of all Participants under the Benefit Program, in a form and medium agreed to by the parties and will do so at least one month prior to the date the Participant's coverage becomes effective. The Plan/Plan Sponsor will also provide written notice, in a form and medium agreed to by the parties, at least one month in advance of any additions to or subtractions from the listing. The Claims Administrator will rely on the listing and changes to the listing without question or liability. The Claims Administrator will process retroactive additions or terminations for the current month plus sixty (60) days. The Plan/Plan Sponsor is responsible for establishing standards for the eligibility of individuals to participate in the Benefit Program and determining the eligibility of each individual who seeks to enroll in the Benefit Program. The Plan/Plan Sponsor will maintain current and accurate eligibility and enrollment records. The Claims Administrator shall not be responsible for any non-performance or delay in the performance of this Agreement that is caused by the Plan/Plan Sponsor not providing eligibility and enrollment data required by the Claims Administrator.

D. Participant Claims Information and Consent. The Plan/Plan Sponsor will provide the Claims Administrator, in a form and medium agreed to by the parties and in a timely manner, past Participant-related benefit information that is necessary to the Claims Administrator's administration of the Benefit Program. This information may include deductible, coinsurance, cumulative specific or aggregate benefits, or other information.

E. Enrollment Forms. The Plan/Plan Sponsor is solely responsible to provide all information necessary to effectuate the enrollment, or dis-enrollment, of the Plan's Participants in coverage under the Benefit Program. If the Plan/Plan Sponsor fails to provide all information necessary,

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the enrollment, or dis-enrollment, of the Plan's Participants in coverage under the Benefit Program, the Claims Administrator will be unable to enroll, or dis-enroll, the employee and the employee's dependents in coverage under the Benefit Program.

F. Taxes. The Plan/Plan Sponsor agrees to reimburse the Claims Administrator for taxes which the Claims Administrator pays or is required to pay relating to the Benefit Program and/or claims payments under this Agreement.

G. Tax Reporting. Plan/Plan Sponsor assumes all tax reporting responsibilities relative to the reimbursement or payment of any benefit to a Participant under the Benefit Program.

H. COBRA Notices. The Plan/Plan Sponsor has sole responsibility for, and the Claims Administrator has no liability whatever regarding, determining the applicability of, applying, administering, or undertaking any duties or responsibilities associated with continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as may be amended, or regulations promulgated pursuant thereto or under the authority thereof, or with continuation or conversion rights or obligations under state or other federal laws.

I. Medicare Reporting. Plan/Plan Sponsor agrees to timely provide Claims Administrator with all data the Claims Administrator requests, and in an agreed upon format, to enable both parties to comply with any applicable state or federal reporting requirements including the Medicare Mandatory Reporting provision in Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007. Claims Administrator shall not be responsible for any penalties in connection with noncompliance with any state or federal reporting requirements if such penalty is incurred as a result of the failure of the Plan/Plan Sponsor to provide Claims Administrator with required information. Plan/Plan Sponsor shall be liable and responsible for all such penalties.

J. Stop-Loss. The Plan/Plan Sponsor acknowledge and understand that the Claims Administrator has no duties or obligations with regard to any and all stop loss insurance policies of the Plan and that the Claims Administrator makes no representations or warranties that claims will be paid in a time and manner to meet any deadlines or other provisions of the Plan's stop loss policies. The Plan/Plan Sponsor acknowledge that any obligations of the Plan under its stop loss policies remain with the Plan/Plan Sponsor, and the payment of claims and the providing of information by the Claims Administrator does not constitute an assumption of the Plan/Plan Sponsor's duties by the Claims Administrator.

K. Independent Contractors. The Plan/Plan Sponsor acknowledges that: (i) the Claims Administrator does not render medical services or care to Participants; (ii) the Claims Administrator is not responsible for the provision of health care by network health care providers; and (iii) network health care providers are independent contractors and are not the agents, subcontractors or employees of the Claims Administrator.

L. Laws. The Plan/Plan Sponsor will perform its duties and obligations under this Agreement in accordance with applicable law/regulation, including, the Patient Protection and Affordable Care Act.

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Article IV - Obligations of the Claims Administrator

A. Payment of Claims. Subject to Article III, Article V and Exhibit F, during the term of this Agreement and the Runout Period (if applicable), in accordance with the Benefit Program and this Agreement, the Claims Administrator will review and determine whether benefits are payable, and pay or deny claims for services incurred by Participant of the Plan under the Benefit Program.

B. Appeals of Claims. The Claims Administrator will also administer Participant appeals in accordance with the terms of the Benefit Program and Exhibit F of this Agreement.

C. Provider Network and Listing. The Claims Administrator will make available to Participants networks of contracting physicians, hospitals, and other health care providers. The list of the Claims Administrator's network will be available on the Claims Administrator's website.

D. Case Management. Claims Administrator will administer case management services as specified in the Benefit Program.

E. Open Enrollment. If requested by the Plan/Plan Sponsor, the Claims Administrator will assist the Plan/Plan Sponsor to facilitate an open enrollment period one time during each Contract Year under this Agreement. The parties will mutually agree on the date and location for the open enrollment as well as policies and procedures for enrollment/disenrollment of individuals.

F. EOBs. The Claims Administrator will provide an explanation of benefits to each Participant for which there is Participant liability such as deductibles and coinsurance, or for a non-Covered Service.

G. Identification Cards. As agreed to by the parties and subject to Blue Cross and Blue Shield Association guidelines, the Claims Administrator will prepare and furnish identification cards to Participants who enroll in the Benefit Program.

H. Claims Reports. The Claims Administrator will provide the Plan/Plan Sponsor with standard claims reports/extracts at no cost. The Plan/Plan Sponsor will be responsible for the Claims Administrator's costs in preparing and providing any non-standard claims reports and/or extracts to the Plan/Plan Sponsor and/or the Plan's Business Associates. Additional fees may apply for standard extracts to the Plan's Business Associates. In the event that the Plan/Plan Sponsor requests the Claims Administrator to provide the Plan's Business Associates with Participant/patient-identifiable claims reports/extracts in order to perform functions such as utilization review, disease management, pharmacy benefit management and/or other healthcare operation or payment functions under HIPAA, the recipient will be required to sign the Claims Administrator's standard Confidentiality Agreement.

I. Cost Reduction, Recovery and Savings Programs. Claims Administrator will provide various cost reduction, post payment recovery and other services in order to reduce the Claims Expense and Participant's Share. Services may include, but are not limited to pre-payment review of claims, obtaining discounts through secondary networks, negotiations with non-participating providers, and post-payment review of claim payments. These services include the Return on Recoveries (described in 1-4) and Price Protection Program (described in 5) below.

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1. Subrogation. Claims Administrator will provide subrogation services for the Plan. Claims Administrator may engage the services of subrogation vendors to assist with the identification and management of subrogation cases. The Plan/Plan Sponsor grants the Claims Administrator and/or the Claims Administrator's vendor(s) the authority to settle all subrogation matters in which the aggregate, related Claims Expense amount paid by the Plan (i.e. the "Subrogated Amount") is $100,000.00 (one hundred thousand dollars) or less. The authority granted to the Claims Administrator and/or the Claims Administrator's vendor(s) includes the authority to compromise or reduce the Subrogated Amount in order to settle the subrogation matter. For all subrogation matters in which the Plan's Subrogated Amount is more than $100,000.00 (one hundred thousand dollars), the Claims Administrator and/or the Claims Administrator's vendor(s) will not settle the subrogation matter without the consent of the Plan/Plan Sponsor.

2. Pre- and Post-Payment Review. Claims Administrator will provide services directly and through contracted vendors in order to identify errors in submitted claims or application of benefits and to apply other claim payment recovery services including pre- and post-payment data analyses and claim reviews.

3. Coordination of Benefits.

    a. Claims Administrator will follow the coordination provisions of the Benefit Program, as may be amended from time to time.

    b. Claims Administrator will work with state Medicaid agencies to the extent permitted by law by responding to data matching requests and making appropriate reimbursements based upon available paid claims information within its possession.

    c. To the extent that Claims Administrator administers the payment of prescription drugs under this Agreement, Plan/Plan Sponsor acknowledges that coordination of benefits is not performed on such claims.

    d. Claims Administrator and its coordination of benefits and subrogation vendor(s) will undertake reasonable efforts on behalf of the Plan to recover amounts from other accident and injury carriers (e.g., workers' compensation, automobile accident and other accident or injury insurers) to the extent insurance issued by such insurers were primarily liable for paid claims arising from an illness or injury suffered by a Participant.

4. Exploratory Cost Containment and Health Improvement Initiatives. Claims Administrator may engage the services of certain vendors in pursuit of these services.

5. Price Protection Program. Claim Administrator will provide services directly and through contracted vendors to negotiate out-of-network claims in order to reduce the covered Claims Expense and Participant's Share. Successfully negotiated claims shall result in no less than a 25% discount from charges. For claims from non-participating providers that are not negotiated, claim reimbursement may be in accordance with a nationally-recognized database of one or more vendors of Claims Administrator. In such cases, claim reimbursement established by such database(s) shall supersede the otherwise applicable claim reimbursement for the non-participating provider claim established by a

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"Host Blue" (See the BlueCard Program described in Exhibit B of this Agreement.) or the Plan's reimbursement methodology for services from Out-of-Network providers.

The Claims Administrator may contract with vendors to provide these services. For the Cost Reduction, Recovery and Savings Programs, whether provided by the Claims Administrator or by a vendor for the Claims Administrator, the Claims Administrator will charge a percentage (stated in Exhibit A) of the amount of the reduction of the Claims Expense for vendor costs and the Claims Administrator's administrative costs related to the applicable program ("Recovery Fee").

In connection with the Claims Administrator's provision of Cost Reduction, Recovery, and Savings Program, the Plan/Plan Sponsor represent that the Benefit Program is a self-funded employee benefit plan and authorize the Claims Administrator to advise third parties of this representation without liability to the Claims Administrator. The Claims Administrator will have the non-final authority to provide these services.

Claims Administrator has no obligation to pursue recoveries from providers, manufacturers of health care products or any other person or entity arising out of a product/service defect (including, but not limited to, fitness for use or product recalls), violations of antitrust law, fraud and/or claims relating to fraud (including claims under the Racketeering Influenced and Corrupt Organizations Act).

J. Recoveries. Whenever amounts recovered by the Claims Administrator can be associated with a claim paid under the Benefit Program and result in a paid claim adjustment, Plan will receive a credit against future paid claims costs in the amount of the recovery, less the Recovery Fee, if applicable, that is retained by Claims Administrator. Claims Administrator warrants that it will exercise reasonable efforts to determine whether a recovery is associated with a claim under the Benefit Program and adjust applicable paid claims.

Plan/Plan Sponsor understands and agrees that not all recoveries can be associated with a particular paid claim and, accordingly there cannot be a paid claim adjustment; for example, when a recovery arises from a settlement based upon the Claims Administrator's entire membership, the Claims Administrator may not be able to associate the recovery with a particular paid claim adjustment(s). For such recoveries, Claims Administrator will credit the Plan based on a pro rata allocation of the recovery based upon the Plan's claim totals as compared to the Claims Administrator's entire membership's claim totals less any Recovery Fee. The claim totals will be calculated and allocated based upon the time period for which the recovery occurs.

The Claims Administrator's invoice to the Plan/Plan Sponsor will include any applicable credits when the recovery cannot be associated with a paid claim(s). Claims Administrator will make available details of such recoveries upon written request.

If the Plan/Plan Sponsor want the Claims Administrator to participate in class action recoveries on behalf of the Plan, the Plan Sponsor must sign Exhibit G authorizing Claims Administrator to participate in class action recoveries on behalf of the Plan. If the Plan Sponsor does not sign Exhibit G the Claims Administrator cannot participate in class action recoveries on behalf of the Plan.

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K. Form 5500. Upon written request, Claims Administrator shall provide the necessary information to the Plan/Plan Sponsor in order for the Plan/Plan Sponsor to complete Schedule C of Form 5500 to file with the U.S. Department of Labor.

L. Benefit Booklet. Unless otherwise agreed by the parties, the Claims Administrator will prepare a Benefit Booklet summarizing the benefits available to Participants under the Benefit Program. After agreement on the content and the terms of the Benefit Booklet is reached by the parties, the Claims Administrator will make the Benefit Booklet available to Participants on the Claims Administrator's website. The Benefit Booklet is not intended to be, and is not, a "summary plan description," as that term is used in ERISA. The Claims Administrator shall amend the Benefit Booklet to include any changes requested by the Plan/Plan Sponsor and/or required by law. Any notices to Participants required by ERISA or other applicable law are the responsibility of the Plan/Plan Sponsor, unless provided otherwise by the law.

M. Reporting Related to Plan/Plan Sponsor's Stop-Loss Policy:

1. In accordance with the Plan/Plan Sponsor's direction, and applicable laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA"), the Claims Administrator may disclose certain claims information to the Plan's stop-loss carrier ("Carrier") and/or managing general underwriter ("MGU") in order to facilitate the Plan's purchase or renewal of stop-loss coverage and/or for the Carrier or MGU to administer and pay stop-loss claims on behalf of the Plan. The Claims Administrator will only disclose claims information to the Carrier and/or MGU on the condition that the MGU, Carrier and the Plan/Plan Sponsor first sign the Claims Administrator's standard Stop-Loss Confidentiality Agreement, unless there is a Master Stop-Loss Confidentiality Agreement already in place between the Claims Administrator and the Carrier.

2. The Claims Administrator administers and pays claims for Covered Services on behalf of the Plan in accordance with the terms and conditions of the respective Benefit Program and medical policies. The Plan/Plan Sponsor acknowledge that as a result, the Claims Administrator may pay claims that are not covered under the stop-loss policy between the Plan and the Carrier/MGU.

N. Incorrect Payments or Overpayments. If it is determined that any payment has been made by Claims Administrator to an ineligible recipient or that more than the proper amount has been paid to any Participant or provider entitled to benefits, Claims Administrator's sole responsibility will be to take reasonable steps to recover the incorrect payment or overpayment. Claims Administrator is not required to initiate court proceedings to recover any incorrect payment or overpayments. Funds recovered will be credited to the customer's invoice per standard processes.

When an incorrect payment or overpayment to a Preferred Professional Provider or a Preferred Facility Provider has been identified, Claims Administrator may utilize offsetting to recover funds in accordance with the terms of the contract between the Preferred Professional Provider or a Preferred Facility Provider and Claims Administrator. Offsetting is a procedure whereby the Claims Administrator may withhold overpaid amounts from subsequent payments that are owed to the network provider under contracts which require the network provider(s) to hold harmless Plan and Participants. Plan/Plan Sponsor acknowledge and authorize Claims Administrator to

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utilize offsetting to recover overpaid amounts as permitted by the contract between the provider and the Claims Administrator.

Any actions required under this Paragraph do not constitute Standard Recovery Services and recoveries, if any, shall not be subject to a recovery fee or charge.

O. Claim Reprocessing. Plan/Plan Sponsor may request that Claims Administrator undertake reasonable and good faith efforts to reprocess certain paid claims as result of (i) a pay-by-exception request; (ii) claim denial due to the failure of a Participant to obtain required authorization for a medical service, treatment or device; or (iii) retroactive benefit or eligibility changes that Plan/Plan Sponsor made or in connection with other action by Plan/Plan Sponsor, its employees or agents. Plan/Plan Sponsor agree and acknowledge that such requests are subject to Claims Administrator's operational capabilities and the requirements of applicable law. In the event the request is implemented, a reprocessing fee per paid claim will be charged to Plan. The per claim reprocessing fee ("Reprocessing Fee") is set forth in Exhibit A of this Agreement. Plan/Plan Sponsor acknowledge and agree that Claims Administrator cannot guarantee the reprocessing of any or all requested paid claims due to, among other things, BCBSA policies, provider contract limitations and applicable state and federal laws or regulations.

P. Qualifying Payment Amount. The Plan/Plan Sponsor acknowledge and agree that the No Surprises Act ("NSA") of the 2021 Consolidated Appropriations Act ("CAA") requires, among other things, that member cost-share for certain items and services covered by the Benefit Program is calculated based on the "recognized amount," which under the NSA may be (1) an amount determined by an applicable All-Payer Model Agreement (under section 1115A of the Social Security Act); (2) if there is no such agreement, an amount determined by a specified state law; or (3) if there is no agreement or specified state law, the lesser of the provider's billed charge or the NSA's "Qualifying Payment Amount" ("QPA") as defined in the NSA and accompanying regulatory guidance. Claims Administrator warrants and represents that the Claims Administrator's determination of QPA will comply with the requirements of the NSA.

Q. Negotiation and Independent Dispute Resolution Process. The Plan/Plan Sponsor acknowledge and agree that for claims that are subject to the NSA, the Claims Administrator will make an initial payment amount based upon the QPA. The Plan/Plan Sponsor further acknowledge that for claims from providers that are subject to the NSA, a provider may seek additional payment from the Plan through negotiations with the Claims Administrator ("Open Negotiation") and/or through an independent dispute resolution ("IDR") process established by the NSA and the NSA's implementing regulations (hereafter, referred to as a "Disputed Claim").

For claims for services received from providers in the Claims Administrator's service area, the Plan/Plan Sponsor authorize Claims Administrator, the Claims Administrator's vendor or subcontractor to represent the Plan/Plan Sponsor with respect to any Disputed Claim with services for which a provider seeks to negotiate through Open Negotiation as provided by the NSA, or for which a provider institutes IDR.

For Disputed Claims for services received from providers outside of Claims Administrator's service area, the Plan/Plan Sponsor authorize Claims Administrator, the Claims Administrator's vendor or subcontractor or another Blue Cross and Blue Shield licensee or that licensee's vendor or subcontractor, to represent the Plan/Plan Sponsor with respect to any Disputed Claim with

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services for which a provider seeks to negotiate through Open Negotiation as provided by the NSA, or for which a provider institutes IDR.

With respect to any Disputed Claims that are subject to the NSA, the Plan/Plan Sponsor expressly authorize Claims Administrator to negotiate any Disputed Claim for an amount which Claims Administrator determines, in good faith, to be reasonable under the circumstances, which may include, but shall not be limited to, the terms of the Benefit Program, the QPA for the Disputed Claim(s), the factors recognized for consideration under the NSA and the rules and regulations thereunder, and Claims Administrator's status, responsibility, and experience in pricing and reimbursing provider claims. Claims Administrator will follow the Open Negotiation and IDR process as established by the NSA. This authorization shall encompass Disputed Claims in the Open Negotiation and IDR process.

Negotiation services Claims Administrator provides shall include communicating with provider, supplying requested documentation to the Plan/Plan Sponsor as appropriate, and proposing and documenting resolution of Disputed Claims. Services in connection with an IDR shall also include handling interactions with the IDR entity and provider, supplying requested information in connection with the IDR, and analyzing circumstances of Disputed Claims to determine position on Disputed Claims. Fees and costs incurred as part of the IDR process may be charged back to the Plan/Plan Sponsor.

R. Gag Clause Prohibition Attestation. The CAA requires that a group health plan annually submit an attestation that the group health plan's claims administrator, as well as contracts with health care providers, associations or networks of providers, or other service providers offering access to a network do not include gag clauses. The Plan/Plan Sponsor request and the Claims Administrator agrees to submit on behalf of the Plan/Plan Sponsor the gag clause prohibition attestation required by the CAA by the compliance date. Claims Administrator has not reviewed or reached any conclusions concerning any contracts between Plan and any other parties except as described in this provision.

Claims Administrator agrees to submit the attestation on the Plan/Plan Sponsor's behalf so long as Plan/Plan Sponsor provide all required data elements to Claims Administrator in the manner communicated to the Plan/Plan Sponsor prior to the annual attestation. The Claims Administrator's attestation will cover only the time period during which the Plan/Plan Sponsor is under agreement with Claims Administrator. Claims Administrator will not submit the attestation on behalf of the Plan/Plan Sponsor should Plan/Plan Sponsor terminate prior to December 1 of the attestation filing year.

S. Evaluation of Programs. Subject to compliance with Claims Administrator's corporate privacy policies, Claims Administrator may provide de-identified Confidential Information to a third party(ies) for the purposes of evaluating initiatives or programs that may reduce the Plan's Claims Expense.

T. Business Associate. Claims Administrator shall serve as a Business Associate for the Plan as that term is defined in the HIPAA Privacy rule. The HIPAA Business Associate Agreement is attached hereto as Exhibit D and is incorporated by reference and must be signed by the parties to this Agreement prior to the effective date. The HIPAA BAA will govern the use and disclosure obligations regarding PHI when performing the services and functions under this Agreement.

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U. Laws. The Claims Administrator will perform its duties and obligations under this Agreement in accordance with applicable law/regulation, including, but not limited to the Patient Protection and Affordable Care Act.

V. Stop Loss Coordination Services[1,2]

Plan Sponsor agrees to complete the stop loss information form yearly and provide the details needed for stop loss services, including the sold final proposal and/or an executed Stop Loss Policy. On a monthly basis, Claims Administrator shall provide the following information, if applicable, to the Plan Sponsor's Stop Loss Carrier:

- Fifty percent (50%) notifications;
- Notifications of specific excess claimants;
- Aggregate spreadsheets which include census information; and
- On the 1st and 16th of the month, the large case notification report, which reports on pre-certifications issued for trigger diagnoses and/or certain confinement criteria, will be updated and made available to the Stop Loss Carrier.
- Deidentified reports will be sent unless the appropriate Stop Loss Carrier Confidentiality agreements are in place.
- Renewal Reports.
    - Provides detailed diagnosis and paid claims information on members at or above 25% of the specific excess deductible.
    - Reports on all members with claims totaling less than 25% of the specific excess deductible that have a trigger diagnosis.
    - Deidentified reports will be sent unless the appropriate Stop Loss Carrier Confidentiality agreements are in place.

Upon notification of a specific excess claim, Claims Administrator will forward the following information, if applicable, to the Stop Loss Carrier:

Plan documents	COBRA information
Subrogation information	COB information
Proof of pre-certification	Enrollment documents
Participant claimant list including claim number, billed, paid, DOS, DX, CPT/Rev codes, paid date, and provider name as listed on the bill.	Provider bills

Claims Administrator will provide appropriate information to the Stop Loss Carrier to assist in the renewal process. The renewal information is provided for the 9th and 11th months' worth of data.

If, pursuant to the terms of the applicable Stop Loss Confidentiality Agreement between the Plan Sponsor, Stop Loss Carrier and Claims Administrator, the Stop Loss Carrier receives one or more

[1] Only claims received thirty (30) days prior to the end of the stop loss policy term are guaranteed to be paid and considered toward the stop loss contract term.
[2] Claims Administrator's audit policy also applies to aggregate accommodation stop loss audits.

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of paid claims, allowable charges or billable charges, Claims Administrator has the right to audit the Stop Loss Carrier for compliance with the terms of the Stop Loss Confidentiality Agreement. If the Claims Administrator audits the Stop Loss Carrier for compliance with the terms of the Stop Loss Confidentiality Agreement, Claims Administrator and the Stop Loss Carrier may agree to conditions concerning how the audit will be conducted by Claims Administrator.

Article V - Financial Consideration

A. During each Contract Year, the Plan/Plan Sponsor shall be liable for Claims Expense, which the Claims Administrator will invoice the Plan/Plan Sponsor based on the frequency stated in Exhibit A. During the Runout Period (if applicable), the Plan/Plan Sponsor shall be liable for Claims Expense, which the Claims Administrator will invoice the Plan/Plan Sponsor based on the frequency described in Exhibit A. Claims Expense shall include all costs, expenditures and fees paid by the Claims Administrator, including those for Capitated Services, as stated in Exhibit AA.

B. Covered Expense and Participant's Share shall be calculated if applicable as follows with respect to each different type of claim covered under the Benefit Program.

1. For a Claim for Covered Services from a network provider:

a. When the claim is for Covered Services delivered within the five Pennsylvania counties (Bucks, Chester, Delaware, Montgomery, Philadelphia) (“Claims Administrator’s Service Area”), Covered Expense is the amount agreed to by the provider and the Claims Administrator for the Covered Services in the contract.

b. When the claim is for Covered Services within the 13 contiguous counties of the Claims Administrator’s Service Area:(“Contiguous Counties”) (Berks (PA), Burlington (NJ), Camden (NJ), Cecil (MD), Gloucester (NJ), Hunterdon (NJ), Lancaster (PA), Lehigh (PA), Mercer (NJ), New Castle (DE), Northampton (PA), Salem (NJ), and Warren (NJ)), the following rules shall apply:

i. When the provider has a contract with the Claims Administrator, Covered Expense is the amount agreed to by the provider and the Claims Administrator for the Covered Services in the contract.

ii. When the provider does not have a contract with the Claims Administrator, but the provider has a contract with a Blue Plan, Covered Expense is the amount agreed to by the provider and the Blue Plan for the Covered Services in the contract. The Covered Expense for Covered Services will be subject to Exhibit B “BlueCard Disclosure Policy” of this Agreement.

c. When the claim is for Covered Services outside of the Claims Administrator’s Service Area and the Contiguous Counties, when the provider has a contract with a Blue Plan, the Covered Expense for Covered Services is described in Exhibit B “BlueCard Disclosure Policy” of this Agreement.

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2. For a Claim for Covered Services by a provider who is not in the network, Covered Expense for Covered Services means the amount as described in the Benefit Booklet.

3. The Plan/Plan Sponsor shall be responsible for all cost and expenditures which may generally include actual incentive payments and/or projected incentives that the Claims Administrator anticipates it may pay to Participating Providers pursuant to the Claims Administrator's agreements with Participating Providers. The Claims Administrator has established provider incentive programs ("PIPs") to promote care, coordination, healthcare quality, and increased efficiency while reducing Claims Expense. A Preferred Facility Provider or a Preferred Professional Provider that has entered into an agreement with the Claims Administrator to participate in the Claims Administrator's PIPs are "PIPs Providers". For a claim from a PIPs Provider:

   a. Covered Expense may include incentive payments and/or projected incentives that the Claims Administrator anticipates it may pay to a PIPs Provider. Covered Expense may also include payments and/or projected payments from a PIPs Provider if the PIPs Provider does not satisfy certain criteria established under PIPs.

   b. The projected incentive payment that the Claims Administrator may charge the Plan is based upon the incentive payment the Claims Administrator believes will be paid to a PIPs Provider at the completion of the PIPs Provider's measurement period. The calculation of this projected percentage will be based upon generally accepted actuarial principles so that the projected incentive payments charged to the Plan over the course of the measurement period will be a projected equivalent to the total actual payment that Claims Administrator makes to such PIPs Provider at the end of the measurement period. This projected percentage will be reviewed by the Claims Administrator at least quarterly during the measurement year to determine if the PIPs Providers, are meeting the PIPs program standards and/or metrics for receipt of incentive payments. This projected percentage may be prospectively decreased or increased to reflect the PIPs Provider's performance to-date as well as the PIPs Providers anticipated performance for the annual measurement period. The Claims Administrator's quarterly review will be of the PIPs Provider's performance for the Claims Administrator's commercial business collectively and will not be group-specific. Claims Administrator represents that PIPs are designed to be revenue neutral to Claims Administrator.

   c. If the PIPs Provider satisfies certain requirements of PIPs such that the incentives payments by the Claims Administrator to the PIPs Provider is greater than the projected percentage of incentive payments included in Covered Expense, the Claims Administrator will be solely responsible for the payment of the amount of the incentive payment which is greater than the projected percentage of incentive payment included in Covered Expense.

   d. If the PIPs Provider does not satisfy certain requirements of PIPs, the Claims Administrator will retain for its sole use that portion of the projected percentage of provider incentive payments included in Covered Expense which was not paid by the Claims Administrator as part of the incentive to the PIPs Provider.

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e. If the PIPs Provider does not satisfy certain requirements of PIPs, the PIPs Provider may have to pay Claims Administrator certain sums as determined under PIPs. Any payment by a PIPs Provider to the Claims Administrator will be included as a reduction to Covered Expense.

f. For claims for a PIPs Providers, Participant's Share will be calculated based upon Covered Expense, except Participant's Share will not include projected incentives that the Claims Administrator anticipates it may pay to PIPs Providers.

C. During each initial and subsequent Contract Year and the Runout Period (if applicable), the Plan/Plan Sponsor shall be liable for the Benefit Program Fees and Charges. The Claims Administrator will invoice the Plan/Plan Sponsor as described in Exhibit A for the administration of the Benefit Program. The Benefit Program Fees and Charges are subject to change by the Claims Administrator for the following reasons:

1. Once each Contract Year, on the anniversary of the effective date of this Agreement or thereafter, upon 60 days' advance written notice by the Claims Administrator to the Plan/Plan Sponsor, unless otherwise agreed to in Exhibit A.

2. If a Runout Period is applicable, the Benefit Program Fees and Charges will be subject to the conditions set forth in Exhibit A.

3. On the implementation date of any changes, or as soon as practicable thereafter, to the Benefit Program requested by the Plan/Plan Sponsor and/or that the Plan/Plan Sponsor is required to implement by law/regulation.

4. On any date that increased expenses are incurred by the Claims Administrator as a result of changes imposed by governmental or regulatory entities, which changes affect the Claims Administrator's cost to perform its obligations related to the Benefit Program.

5. On any date that penalties imposed under the Medicare reporting requirements or any other federal or state reporting requirements are incurred by the Claims Administrator because of the Plan/Plan Sponsor's failure to provide the Claims Administrator with accurate or timely information.

6. Any conditions outlined in Exhibit AA.

D. Payment terms.

1. All amounts invoiced the Plan/Plan Sponsor under this Agreement are due and payable to the Claims Administrator within the specified number of days of the Plan/Plan Sponsor 's receipt of the invoice as indicated in Exhibit A.

2. The Plan/Plan Sponsor will not withhold any amount from any payment due for any reason with each party using its best efforts to resolve any disagreements related to payment.

3. Notwithstanding anything else in this Agreement, any amount invoiced to the Plan/Plan Sponsor that is not paid by the due date as set forth in this Agreement is subject to late charges as follows:

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The late charge, which will be assessed each day that amounts remain past due, is equal to the amount past due, divided by 365, multiplied by: (a) the three-month U.S. Treasury Bill rate in effect on the day the late charge is assessed, plus (b) 1%. Each day the late charge is assessed, it will be added to and considered part of the amount that is past due on that day, such that on the next day the amount past due will equal the previous days' amount past due plus the late charge assessed on that previous day.

Claims Administrator reserves the right to charge a late fee for past due amounts not received by the seventh (7^{th}) calendar day following the due date. Claims Administrator will provide notice to the Plan/Plan Sponsor and/or its designated vendor about delinquencies. Claims Administrator may terminate this Agreement four weeks after an invoice for claims funding was made available to Plan/Plan Sponsor and/or its designated vendor if the invoice has not been paid in full.

4. If a Plan Sponsor self-accounts, funding for the Administrative Fee is due by the first business day of each month. Plan/Plan Sponsors that self-account must ensure that Administrative Fees are accurate at the time of payment. Furthermore, Claims Administrator reserves the right to audit the Plan/Plan Sponsor's methodology for calculating its Administrative Fees to ensure that the correct amounts are being paid. Plan Sponsor shall comply with Claims Administrator's findings in such audits. Payment not received by the due date will be considered delinquent. Claims Administrator reserves the right to charge a delinquent fee for past due amounts not received by the seventh (7^{th}) calendar day following the due date.

   If a Plan Sponsor self-accounts, past due Administrative Fees will be based on an average of the Administrative Fees collected for the prior three months.

5. Repeated delinquencies will require advanced deposits equal to the average monthly claim amount (medical and prescription drug) and may also result in termination of the Agreement.

E. The Plan/Plan Sponsor will reimburse Claims Administrator for any fees, services, benefits, payments, taxes, surcharges, non-compliance penalties or any other amounts imposed, increased, or adjudged due and attributable to the Plan by a lawful regulatory or governmental authority or its agents. Any consideration or monies required to be paid by the Plan/Plan Sponsor under this Agreement that the Claims Administrator is required to pay, collect, settle, or remit, whether relating to fees, penalties, services, benefits, payments, taxes or any other consideration or aspect of this Agreement or the Benefit Program, will automatically be increased by the amount of any fees, penalties, costs or taxes imposed, increased, or adjudged due by a lawful regulatory or governmental authority or their agents, where such imposition, increase, or judgment is made on or after the effective date of this Agreement.

F. Prior to the effective date of this Agreement, the Plan/Plan Sponsor will fund a Reserve to satisfy obligations of the Plan/Plan Sponsor under this Agreement. The Plan/Plan Sponsor is obligated to continue to pay all Claims Expense and applicable Benefit Program Fees and Charges incurred prior to the date of termination of this Agreement and paid after termination of this Agreement, as well as applicable Benefit Program Fees and Charges incurred after termination of this Agreement. The Reserve must be fully funded and remain available to the Claims Administrator through termination of this Agreement and until the final settlement of

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the Agreement as described in Article VIII of the Agreement. Any unused Reserve will be returned to the Plan as part of the final settlement.

1. In the event that Claims Administrator agrees to the Plan/Plan Sponsor holding its own Reserve the Plan/Plan Sponsor is required to have the agreed Reserve amount available to the Claims Administrator through termination of this Agreement and until the final settlement of the Agreement as described in Article VIII of the Agreement.

G. The Plan/Plan Sponsor will furnish to the Claims Administrator in cash an Advance in the amount set forth in Exhibit A.

1. The Plan/Plan Sponsor and/or its designated vendor will pay to Claims Administrator, on or before the effective date of this Agreement, the Advance amount as set forth in Exhibit A. Failure to remit the Advance will result in the assessment by the Claims Administrator of a fee of 12% per annum of the amount necessary to fund the Advance for each day the Advance remains unfunded.

2. During the term of this Agreement, the Claims Administrator may, at its discretion, require a greater Advance from the Plan/Plan Sponsor to secure the Plan/Plan Sponsor's obligations under this Agreement. If the Claims Administrator requires a different amount, the Claims Administrator will notify the Plan/Plan Sponsor of the required change, which is due and payable within 20 days of the Plan/Plan Sponsor's and/or its designated vendor's receipt of such notice. Claims Administrator may at any time and in its discretion use amounts of the Advance to satisfy past due obligations owed by the Plan/Plan Sponsor to Claims Administrator under this Agreement. Funds so used must be replenished by the Plan/Plan Sponsor within 10 days of the notification of Claims Administrator's use. Failure to provide the additional amount will result in the assessment by the Claims Administrator of a fee of 12% per annum of the amount necessary to increase the Advance for each day that the Advance is below the required amount.

3. If the Plan/Plan Sponsor fails to maintain the Advance as specified in this Agreement, the Claims Administrator may, at its discretion terminate this Agreement or suspend the performance of its obligations as set forth in Articles IV and V.

4. As described in Article VIII of the Agreement, the Claims Administrator will maintain the Advance until final settlement at which time any unused portions of the Advance will be returned to the Plan.

5. Any balance in the account shall be the property of the Plan after all Plan obligations have been funded. Any interest paid on the account shall be retained by the Claims Administrator as additional compensation for services hereunder.

6. The Claims Administrator's right to use the Advance survives the termination of this Agreement.

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Article VI - Reconciliations of Claims Expense, Administrative Fees and Other Charges

The Claims Administrator will perform reconciliations of the Plan's account daily. Reconciliations involve any retroactive addition to or subtraction from enrollment or benefits. Retroactivity pertaining to Claims Expense will be included on the next available Claims Expense invoice after the change is processed. Retroactivity pertaining to Administrative Fees and Other Charges will be included on the next available Administrative Fees invoice after the change is processed. These retroactive adjustments should be paid, along with any current charges for the invoice, per the payment terms of this Agreement.

Article VII - Relationship of Parties

A. The Plan/Plan Sponsor and the Claims Administrator are independent contractors and are not employees or agents of the other. The Claims Administrator and the network providers are independent contractors and not employees or agents of the other. The Claims Administrator is an independent licensee of the Blue Cross and Blue Shield Association. The Plan/Plan Sponsor on behalf of itself and its Participants hereby expressly acknowledge their understanding this Agreement constitutes a contract solely between the Plan/Plan Sponsor and the Claims Administrator, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Plans (the "Association"), permitting the Claims Administrator to use the Blue Cross service mark in Bucks, Chester, Delaware, Montgomery and Philadelphia counties of the Commonwealth of Pennsylvania, and that the Claims Administrator is not contracting as the agent of the Association. The Plan/Plan Sponsor on behalf of themselves and the Plan's Participants further acknowledge and agree that they have not entered into this Agreement based upon representations by any person other than the Claims Administrator and that no person, entity, or organization other than the Claims Administrator shall be held accountable or liable to the Plan/Plan Sponsor for any of the Claims Administrators obligations to the Plan/Plan Sponsor created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of the Claims Administrator other than those obligations created under other provisions of this Agreement.

B. This Agreement is not a contract of insurance. The Claims Administrator does not insure the Plan/Plan Sponsor or individuals associated with the Plan/Plan Sponsor or the individuals' dependents, nor does it underwrite the Benefit Program. Except as otherwise identified in this Agreement, the Plan/Plan Sponsor has and retains the ultimate responsibility for payment of claims and other expenses under the Benefit Program and the Claims Administrator does not assume any financial risk or obligation with respect to claim payments. The health benefits provided under the Benefit Program are entirely funded by the Plan/Plan Sponsor. The Claims Administrator provides administrative and claims payment services only and is not an insurer, reinsurer or stop-loss carrier.

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Article VIII - Termination of Agreement

A. This Agreement may be terminated as follows:

1. Either party may terminate this Agreement, for any or no reason, upon eighty (80) days' prior written notice to the other party.

2. This Agreement will terminate immediately upon the termination, lapse, or cancellation of the Benefit Program.

3. The Claims Administrator may terminate this Agreement immediately if the Plan/Plan Sponsor fails to meet an expense/payment obligation as provided in the Agreement, if after giving written notice of the Plan/Plan Sponsor's failure to meet an expense/payment obligation under this Agreement, the Plan/Plan Sponsor fails or refuses to meet the expense/payment obligation withing thirty (30) calendar days.

4. The Claims Administrator may terminate this Agreement, upon ten (10) days' prior written notice to the Plan/Plan Sponsor, if, after giving the Plan/Plan Sponsor twenty (20) calendar days to cure any deficiency in the Plan/Plan Sponsor 's performance of the obligations set forth in this Agreement, other than a failure to meet an expense/payment obligation, the Plan/Plan Sponsor does not cure the deficiency.

5. The Plan/Plan Sponsor may terminate this Agreement, upon ten (10) days' prior written notice to the Claims Administrator, if, after giving the Claims Administrator twenty (20) calendar days to cure any deficiency in the Claims Administrator's performance of the obligations set forth in this Agreement, the Claims Administrator does not cure the deficiency.

6. Either party may terminate this Agreement upon written notice to the other party in the event that any of the following occur to the party requesting termination:

   a. the insolvency of the party,

   b. the appointment of a receiver or a trustee for the party,

   c. an assignment for the benefit of creditors of the party, or

   d. the commencement of any proceedings under bankruptcy or insolvency laws by or against the party.

B. In the event of termination of this Agreement, the Plan/Plan Sponsor has the sole responsibility to notify all Participants of the termination and any state or federal conversion or continuation of coverage (COBRA) rights or benefits to which Participants might be entitled. The Claims Administrator has no responsibilities, liabilities, or duties related to this notification.

C. **Claims Payment after Termination of Agreement**. At the request of the Plan/Plan Sponsor, the Claims Administrator may, at its sole discretion, agree to pay claims for Covered Services incurred prior to the termination of the Agreement but only to the extent that the Plan/Plan Sponsor continues to pay all Claims Expense and applicable Benefit Program Fees and Charges after termination of the Agreement. The Plan/Plan Sponsor shall remit the amount of

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Claims Expense and applicable Benefit Program Fees and Charges to Claims Administrator within two (2) business days of receipt of an invoice from Claims Administrator. All applicable terms and conditions of this Agreement shall remain in effect for the period of time Claims Administrator agrees to perform services after termination of the Agreement.

D. **Claims Runout Service Fees**. The Administrative Fees and Charges paid by the Plan/Plan Sponsor to the Claims Administrator for post-termination claims services under this Agreement shall be calculated by the Claims Administrator based upon the following methodology:

1. Claims Administrator will charge one hundred percent (100%) of the base medical administration and named claims fiduciary fees in effect immediately prior to termination, multiplied by the sum of the enrollment for the three (3) months prior to the notice of termination. This one-time only fee will be billed and must be paid by the Plan/Plan Sponsor prior to the termination date.

2. Fees that are claims based will continue to be billed during the Runout period.

3. Runout claims will be processed for a period of eighteen (18) months following termination of this Agreement.

E. **Final Settlement after Termination**. Eighteen (18) months after the date of termination of the Agreement, the Claims Administrator will perform a final settlement of Claims Expense and Benefit Program Fees and Charges. As part of the final settlement, Claims Administrator will release any unused Advance and Reserve to the Plan. After final settlement, Claims Administrator shall not have any obligation to provide any services to the Plan/Plan Sponsor including process and payment of claims or to forward any claim-related or administrative information to the Plan/Plan Sponsor. Plan/Plan Sponsor shall have no further obligation to pay Claims Expense or Benefit Program Fees and Charges. In addition, after final settlement, the Plan/Plan Sponsor will not receive, and will not be eligible to receive, any recoveries from the Cost Reduction, Recovery and Savings Programs.

Article IX - Indemnification

A. Indemnification

1. The Claims Administrator shall indemnify the Plan/Plan Sponsor and the Plan and its officers, directors, employees (acting in the course of their employment, but not as Participants), agents and subcontractors for that portion of any claim, lawsuit, action, loss, liability, damage, expense, judgment, settlement, cost, interest, fine, or penalty (including reasonable attorney fees) incurred by the Plan/Plan Sponsor and/or the Plan that was caused by the Claims Administrator's breach of the terms of this Agreement.

2. The indemnification obligations under this Article IX.A.1 above do not apply to that portion of any loss, liability, damage, expense, judgment, settlement, cost, interest, fine, or penalty that results from the acts or omissions of network health care providers, including, but not limited to, fraud, negligence or malpractice, and/or with respect to Participants' fraudulent acts or omissions.

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3. The indemnification obligations under this Article IX.A.1 above shall not apply to that portion of any loss, liability, damage, expense, judgment, settlement, cost, interest, fine, or penalty caused by the Claims Administrator's act or omission undertaken at the written direction of Plan/Plan Sponsor (other than the services expressly set forth in the Agreement).

4. The Plan/Plan Sponsor and the Plan shall indemnify the Claims Administrator and its affiliated and parent companies, and their respective officers, directors, employees, agents, and subcontractors for that portion of any loss, liability, damage, expense, judgment, settlement, cost, interest, fine, or penalty (including reasonable attorney fees) incurred by the Claims Administrator: (i) which was caused by the Plan/Plan Sponsor's breach of the terms of this Agreement and/or (ii) that arise out of the Plan/Plan Sponsor's role as employer, Plan administrator or Plan Sponsor, including its acts and/or omissions.

5. The indemnification obligations under this Article IX.A.4 shall not apply to that portion of any loss, liability, damage, expense, judgment, settlement, cost, interest, fine or penalty caused by Plan/Plan Sponsor's act or omission undertaken at the written direction of the Claims Administrator.

6. The party seeking to be indemnified must notify the other party within a reasonable amount of time (not to exceed sixty (60) calendar days) in writing of its receipt of the summons or suit to which it claims such indemnification applies. Failure to so notify the indemnifying party within this sixty (60) day period shall be deemed a waiver of all fees, costs and expenses incurred prior to the date of the notice only to the extent the indemnifying party is prejudiced. The parties will cooperate with regard to any claims and legal action brought by a third party against either party under this Agreement. Neither party shall settle any such claim or action against it without the prior written consent of the indemnifying party, which consent shall not be unreasonably withheld.

B. **Defense of Claims Litigation**

In the event of any legal action involving claims for benefits due under the Benefit Program, whereby the Claims Administrator is named as a party to the lawsuit, the Claims Administrator shall have the right to undertake the sole defense of such suit and have sole discretion over the resolution of such suit or action. If the Plan/Plan Sponsor is named as a party to a lawsuit, the Plan/Plan Sponsor shall tender defense of such suit to the Claims Administrator. The Claims Administrator may defend the Plan/Plan Sponsor provided that such suit relates solely to the Claims Administrator's providing or not providing claims payment and benefit administration services under this Agreement and there is no conflict of interest between the Claims Administrator and the Plan/Plan Sponsor. In all instances, the Plan/Plan Sponsor agree to pay the amount of benefits due under the Benefit Program included in any judgment or settlement in such legal action.

Article X - Confidential and Proprietary Information

A. During and after the term of this Agreement, the party that obtains confidential information (the "Receiving Party") of the other party (the "Disclosing Party") shall, except pursuant to applicable state or federal law/regulation or court order, or another agreement between the

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parties specifically regarding the subject matter of this Paragraph, except as necessary to establish and maintain the Benefit Program or as necessary for care management, utilization management and related programs, the parties will not Release and will Protect all confidential and proprietary information (collectively "Confidential Information") that they receive or becomes aware of pursuant to or in the course of the performance of the obligations of this Agreement. This includes Confidential Information of the Claims Administrator, the Plan/Plan Sponsor, Participants, and health care providers.

1. As used in this Article, "Release" means disclose, pass on, or make use of.

2. As used in this Article, "Protect" means take all reasonable steps to prevent another person from Releasing.

3. As used in this Article, "Confidential Information" includes confidential and proprietary data, including, but is not limited to, Participant/patient-identifying claims data, Protected Health Information, business practices, policies, operations and strategies, developments and know-how, procedures, methods, methodologies, reports, extracts, utilization data, facility/hospital provider payments, discounts and methodologies, financial terms, provider relationships, trade secrets, and software and other processes/systems used by the Claims Administrator or Plan/Plan Sponsor to conduct their business, to process claims, and to otherwise administer the Benefit Program.

B. "Confidential Information" shall not include: (i) information which at the time of disclosure is in the public domain; (ii) information required to be disclosed under applicable law or by order of a governmental agency, provided however that the Disclosing Party shall promptly give notice of such impending disclosure to the non-disclosing party and the parties will cooperate to limit the disclosure to the minimum required under such law or order; (iii) information which the receiving party can establish by reasonable proof was in its possession prior to disclosure or was subsequently and independently developed by employees of or on behalf of the Receiving Party without use of information required to be held confidential hereunder, who had no knowledge of the Confidential Information disclosed; or (iv) information which the receiving party shall receive from a third party, provided however, that the third party has the legal right to disclose the Confidential Information to the receiving party free of any obligation of confidence.

C. Notwithstanding anything in Paragraph A to the contrary, during the term of this Agreement, except pursuant to an agreement between the parties specifically regarding the subject matter of Paragraph A or as necessary to establish and maintain the Benefit Program, the parties will not Release and will Protect all financial terms of and figures used in this Agreement for the duration of this Agreement.

D. The parties acknowledge that a breach of the terms of this Article may cause immediate and irreparable harm to the Disclosing Party. As such, in addition to any other rights or remedies available at law or in equity, the Disclosing Party shall be entitled to seek injunctive relief to restrain or enjoin such breach.

E. If the Plan/Plan Sponsor receives one or more of paid claims, allowable charges or billable charges from the Claims Administrator, the Claims Administrator has the right to audit the Plan for compliance with the terms of this Agreement. If the Claims Administrator audits the Plan for compliance with the terms of this Agreement, the Claims Administrator and Plan/Plan Sponsor

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may agree to conditions concerning to how the audit will be conducted by the Claims Administrator.

F. Notwithstanding the above, to the extent that the Plan Sponsor is seeking de-identified information pursuant to PHSA section 2799A-9 (the "Gag Clause Prohibition"), Claims Administrator's consent is not required and information will not be withheld. Claims Administrator will provide such information subject to the execution of this Agreement and confirmation that any third party is a Business Associate.

G. The Claims Administrator acknowledges that the Plan/Plan Sponsor is subject to the Right-to-Know Law. The Plan/Plan Sponsor shall notify the Claims Administrator when the Plan/Plan Sponsor receives a request for data, information or records that may contain the Claims Administrator's Confidential Information as Confidential Information is defined in Article X of this Agreement. The Plan/Plan Sponsor shall notify the Claims Administrator within five business days of the Plan/Plan Sponsor's receipt of the request for the Confidential Information. The Claims Administrator shall have five business days from receipt of notification from the Plan/Plan Sponsor to notify the Plan/Plan Sponsor if the Claims Administrator objects to the release of the Confidential Information. If the Claims Administrator does not object to the release of the Claims Information, the Plan/Plan Sponsor will not be liable to the Claims Administrator for the Plan/Plan Sponsor's release of the Confidential Information in response to a records request.

Article XI - Audits

A. During the term of this Agreement and for one year after termination the Plan/Plan Sponsor may audit the Claims Administrator's performance of obligations under this Agreement. This requires the following:

1. No more than one audit is allowed every twelve months.

2. At least ninety (90) days' prior written notice given to the Claims Administrator. If the agreement has been terminated, then the written notice must be received within twelve months of the effective date of termination.

3. The audit can be conducted at a time mutually agreeable to both parties.

4. The audit must be completed within eighteen (18) months of the effective date of termination.

Please refer to the IBC Policy for Audits by Customers and Other External Entities attached to this Agreement as Exhibit E.

B. The Plan/Plan Sponsor may conduct audits at its expense, during normal business hours, in accordance with generally accepted auditing standards, and subject to the Claims Administrator's Policy for Audits for Customers and Other External Entities attached hereto as Exhibit E and incorporated by reference.

C. If a third-party auditor is utilized, they will be required to sign the Claims Administrator's standard Audit Confidentiality Agreement prior to the audit and to comply with the Claims

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Administrator's attached Policy for Audits for Customers and Other External Entities. Contingency fee auditors/consultants and contingency fee audits are not permitted.

D. Separate and apart from the contractual audit rights provided by this Article, Plan Sponsor or its Business Associate may request information, including de-identified claims and encounter information, from the Claims Administrator pursuant to the Gag Clause Prohibition. The provision of such de-identified information by the Claims Administrator pursuant to the Gag Clause Prohibition is independent of the audit rights provided in this Article and does not confer any contractual rights or remedies to the Plan Sponsor. The requirements of Article X shall apply to the provision of de-identified information to the Plan Sponsor upon request pursuant to the Gag Clause Prohibition.

Article XII - General Provisions

A. **Assignment.** The rights, obligations, duties and responsibilities of the parties will inure to their successors and permitted assigns. Claims Administrator may assign or subcontract any or all of its rights or obligations under this Agreement to a subsidiary, affiliate or successor of the Claims Administrator. The services to be performed by the Claims Administrator under this Agreement may be performed wholly or in part by the Claims Administrator and/or its affiliates, subsidiaries, other Blue Plans or subcontractors.

B. **Captions.** The captions and headings that appear in this Agreement, its attachments, and its exhibits are provided for convenience only and in no way define, limit, construe, or describe the scope of the articles or paragraphs which follow them.

C. **Conflict.** If an obligation, term, condition or the language of this Agreement conflicts with an obligation, term, condition or the language of the Benefit Program, the obligation, term, condition or the language of this Agreement will control and govern.

D. **Enforcement.** Any delay or inconsistent enforcement of any part of this Agreement by the Claims Administrator will not waive any rights with respect to the enforcement of this Agreement at any future day or limit any remedies which may be sought in any action to enforce any provision of this Agreement.

E. **Entirety.** This Agreement and attachments, addenda, amendments and exhibits to this Agreement constitute the entire, mutually, and fairly negotiated agreement between the parties and supersede all previous agreements and understandings, oral and written, between the parties regarding the subject matter of this Agreement.

F. **Exhibits, Attachment, Amendment and Addenda.** Exhibits, attachments, amendments and addenda to this Agreement and amendments to exhibits, attachments and addenda to this Agreement are incorporated into, have the same force and effect as, and are governed by the terms of this Agreement.

G. **Forces Majeure and Majesture.** No party is liable for failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its commercially reasonable control, including, among others, acts of God or nature, fires, floods, storms, earthquakes, riots, strikes, wars, or restraints of government.

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H. **Laws.** The parties to this Agreement will comply with all applicable state, and federal laws and regulations in the performance of the obligations set forth in this Agreement. Unless pre-empted by ERISA, this Agreement will be governed, construed, and enforced under the laws of the Commonwealth of Pennsylvania and all disputes arising out of this Agreement will be resolved in state or federal district court located in either the Eastern District of Pennsylvania for those disputes within the jurisdiction of the federal judiciary, or in Chester County for those disputes brought in state court, Philadelphia, Pennsylvania.

I. **Modification.** Except as otherwise stated in this Agreement, this Agreement may only be modified by a writing that officers or authorized representatives of the parties execute.

J. **Notice.** Any notice required or permitted to be given under this Agreement must be given in writing to the parties by name, to the attention of the persons at the addresses set forth below, and are deemed to have been given upon delivery when mailed by first class certified mail, return receipt requested, postage prepaid, and properly addressed.

1. **To the Claims Administrator:** Attention: Richard L. Snyder, M.D.
   EVP & Chief Operating Officer
   1901 Market Street
   Philadelphia, PA 19103

2. **To the Plan/Plan Sponsor:** Attention: Art McDonnell
   Business Manager
   940 West Valley Road, Suite 1700
   Wayne, PA 19087

K. **Set-Off.** If any financial consideration due the Claims Administrator under this Agreement, including, but not limited to, Claims Expense and Benefit Program Fees and Charges, is unpaid by the Plan/Plan Sponsor forty-five (45) days after first being due, the Claims Administrator may collect the unpaid amount through a set-off against any amounts owed to the Plan and/or Claims Administrator may assign its rights to such consideration to any one or more parent, subsidiary, or affiliate company of the Claims Administrator ("Claims Administrator Affiliate"). The Claims Administrator Affiliate to which such rights are assigned may collect the consideration due by any legal means, including set-off against amounts due to the Plan from the Claims Administrator Affiliate under any contractual arrangement between the Plan/Plan Sponsor and the Claims Administrator Affiliate. Similarly, if the Claims Administrator is assigned the right to collect amounts due any Claims Administrator Affiliate under any contractual arrangement between the Plan/Plan Sponsor and the Claims Administrator Affiliate, the Claims Administrator may collect such amounts from the Plan/Plan Sponsor by any legal means, including set-off against amounts due to the Plan from the Claims Administrator under this Agreement.

L. **Survival.** The parties' financial obligations under Articles V and VI, indemnification obligations under Article IX, and confidentiality obligations under Article X shall survive the expiration, termination, or cancellation of the Agreement.

M. **Severability.** If any court of competent jurisdiction determines that any provision or any part of any provision of this Agreement is invalid, illegal, or unenforceable, the provision or part of the provision is invalid, illegal, or unenforceable only to that extent, and every other provision

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or the rest of the provision will continue in full force and effect notwithstanding such judicial determination.

N. **Acceptance**. The Plan/Plan Sponsor may accept this Agreement either by having an authorized individual or officer sign, or by making required payments to the Claims Administrator. Such acceptance renders all terms and provisions herein binding on the Plan/Plan Sponsor and the Claims Administrator. Requests for revision must be submitted within ninety (90) days of the Plan/Plan Sponsor's effective date. If no revisions are requested within 90 days, this Agreement is deemed accepted. If the Plan/Plan Sponsor has requested revision(s) to any provision(s) of this Agreement, the provision(s) contained in the Agreement provided by the Claims Administrator will be considered in effect until the parties reach agreement to the proposed revision(s). All negotiations must be finalized within six (6) months of the effective date; otherwise, this Agreement is deemed accepted. This provision can be removed upon signature of both parties.

O. **Counterparts**. This Agreement may be signed in counterparts, each of which shall be deemed original and said counterparts shall constitute one in the same instrument.

In Witness Whereof, the parties execute this Agreement below.

QCC Insurance Company ("QCC")		**Tredyffrin Easttown School District**	
Signature:	_____	Signature:	_____
Printed Name:	Richard L. Snyder, M.D.	Printed Name:	Art McDonnell
Title:	EVP & Chief Operating Officer	Title:	Business Manager/Board Secretary
Date:	_____	Date:	_____

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EXHIBIT A.1
To Administrative Services Agreement

PPO BENEFIT PROGRAM
FEES AND CHARGES

Plan/Plan Sponsor Name: TREDYFFRIN EASTTOWN SCHOOL DISTRICT

Contract Period: July 1, 2026 through June 30, 2029

Contract Year 2026 (CY01) : 07/01/26 – 06/30/27
Contract Year 2027 (CY02) : 07/01/27 – 06/30/28
Contract Year 2028 (CY03) : 07/01/28 – 06/30/29

Below are Claims Administrator's Charges / Fees to administer the Plan/Plan Sponsor's self-funded Benefit Program. The programs may be provided by Claims Administrator's personnel or by contracted vendors selected by Claims Administrator. By selecting a program offered by a contracted vendor of the Claims Administrator, the Plan/Plan Sponsor agree and acknowledge that Claims Administrator may provide Participant level data at the minimum level necessary, including protected health information, to contracted vendors. The provision of such data by Claims Administrator to contracted vendors shall be permissible provided it is done in accordance with the HIPAA BAA entered into by the parties to this Agreement. In addition, for those programs offered by a contracted vendor of the Claims Administrator, the Plan/Plan Sponsor agree and acknowledge that the contracted vendor may market the program(s) to Participants. The Benefit Program Fees and Charges for selected Product/Service are applicable whether the Product/Service is provided by the Claims Administrator and/or the Claims Administrator's contracted vendors and support implementation, marketing, and other related efforts for the Product/Service provided to the Plan/Plan Sponsor. Unless otherwise noted, charges and fees are per contract (employee/subscriber) per month (pcpm).

Description of Product / Service	Administrator's Charges / Fees
MEDICAL ADMINISTRATION FEES/CREDITS	
Medical Administration Administrative charge for medical plan administration. See attached Exhibit AA for tiered fee schedule which takes precedence over the fees listed.	CY01: $43.81 pcpm CY02: $44.90 pcpm CY03: $46.03 pcpm
Named Claims Fiduciary – Claims Administrator Administrative charge for selected named claims fiduciary service. See Exhibit F for detailed information on the option selected.	CY01: $2.18 pcpm CY02: $2.25 pcpm CY03: $2.31 pcpm
Wellness Credit Credit amount may only be utilized for wellness-related services, as approved by the Claims Administrator, and used by the Plan/Plan Sponsor to provide wellness-related services to its Participants during each applicable Contract Year. Any unused amounts will be forfeited at the end of each Contract Year. Claims Administrator shall provide the Plan/Plan Sponsor with information about the availability of approved wellness-related vendors	CY01: $5,000.00 CY02: $5,000.00 CY03: $5,000.00

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Description of Product / Service	Administrator's Charges / Fees
available to the Plan/Plan Sponsor. Other vendors require written approval of Claims Administrator prior to engagement of vendor for services.	
Preferred Stop-Loss Carrier Credit Preferred Stop-Loss Carrier Fee Credit (**if applicable**) will apply for the term of this Agreement on the condition that Preferred Stop-Loss Carrier is retained by the Plan/Plan Sponsor as the stop-loss carrier. If the Plan/Plan Sponsor terminates Preferred Stop-Loss Carrier's stop-loss coverage during the term of the Agreement, the credit will be removed by the Claims Administrator effective on the termination date of the Plan's stop-loss coverage with Preferred Stop-Loss Carrier; if after termination of the Preferred Stop-Loss Carrier stop-loss coverage the Plan/Plan Sponsor re-secures stop-loss coverage with Preferred Stop-Loss Carrier during the term of this Agreement, the credit may be reinstated by the Claims Administrator at the Claims Administrator's sole discretion. Claims Administrator will provide the Plan/Plan Sponsor ninety (90) days written notice of a change to the Claims Administrator's Preferred Stop Loss Carrier.	($1.50 pcpm)
CARE/MEMBER MANAGEMENT	
Better Health Liaison: Provides 24/7 access to a Registered Nurse Health Coach for one-on-one health coaching and educational resources to support Participants with everyday health concerns, as well as Participants coping with chronic conditions, complex health situations, or facing treatment decisions. This offering looks at the whole person and identifies members with the highest predicted cost across a spectrum of conditions including chronic and expanded high risk situations. Once identified, Participants are stratified for outreach. Our outreach uses a combination of digital communications including text, email messaging and portal alerts; direct mail, live outbound Registered Nurse Health Coach calls, and automated telephonic outreach to reach and engage different populations.	CY01: $4.41 pcpm CY02: $4.54 pcpm CY03: $4.68 pcpm
BEHAVIORAL HEALTH	
Behavioral Health Inclusive of the following features, but is not limited to: access to a quality and comprehensive provider network inclusive of virtual care providers and digital tools, provider availability, triage of member care and referrals, transition planning to encourage compliance with community treatment discharge plan, case management, quality improvement, customer/member service, behavioral preventive health efforts, and review and evaluation of medical treatment records. The behavioral health program is administered by the Claims Administrator and/or via third party vendors, where applicable. This service is billed as a capitated charge.	Claims based[1]

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Description of Product / Service	Administrator's Charges / Fees
COST CONTAINMENT	
Enhanced Utilization Management This program is designed to identify and support Participants with various conditions including but not limited to cardiology, musculoskeletal, sleep apnea, genetic testing, and oncology will be standardly provided as a capitated claim cost. This program may only be excluded as an entire program and is required for all financial and utilization performance guarantees to be applicable.	Claims based[1]
Cost Reduction, Recovery and Savings Programs Amount charged by Claims Administrator for engaging vendors or for internal resources as described in Article IV.	30% of Savings
ANCILLARY FEES	
Vision Fee[2]	CY01: $1.06 pcpm CY02: $1.09 pcpm CY03: $1.12 pcpm
REPORTING/OTHER FEES	
Out of Service Area Access Fees Inter-Plan Administrative Expense Allowance (AEA) fee (see Exhibit B for description of fees charged by other Blue Plans) and the Consortium access fees are fees charged by other Blue Plans for access to and utilization of other Blue Plans' networks of providers by Participants in the Plan. If both the AEA and Consortium access fee are available, the Plan is charged the lower of the AEA fee or the Consortium access fee. The AEA fee and Consortium access fee are subject to change January 1st of each year.	Varies by Host Plan
Customer Requested Claim Reprocessing Per claim expense applied to claims that are (re)processed at the Plan/Plan Sponsor or the Plan/Plan Sponsor's agent's request.	$25.00 per processed claim
Customized Solutions and Other Fees Fees will only be charged to account if requested by Plan/Plan Sponsor and rendered by Claims Administrator. Actual fee structure is determined at implementation.	
	Hourly Fee
Customized Documents	$150.00
UW & Actuarial Services	$150.00
Custom Programming Services	$150.00
Communication Services – **Custom**	$150.00
Customized Solutions	$150.00
Reporting Services – **Custom**	$150.00

Claims Administrator reserves the right to retire products or services selected by the Plan/Plan Sponsor in this exhibit upon notification to the Plan/Plan Sponsor. In the occurrence that a product or service is retired during the term of this Agreement, Claims Administrator will provide at least ninety (90) days' notice. Notification will include the date at which the product or service will be retired. Any fees related to the product or service will cease when the product or service is retired.

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Certain incentives or rewards may be offered to Participants by the Claims Administrator's contracted vendors for participating and/or enrolling in the Programs/Services offered by the Claims Administrator's contracted vendors. The Plan/Plan Sponsor can request the Claim Administrator provide Participant incentive or reward payment data 30 (thirty) days after end of the Contract Year. Claims Administrator recommends that the Plan/Plan Sponsor discuss the payment of incentives or rewards, including any tax reporting requirements, with its legal or tax advisor. The Plan/Plan Sponsor can direct the Claims Administrator and/or the Claims Administrator's contracted vendors not to offer incentives or rewards.

[1] This product includes services that are billed as a claim. The basis for the claim may be capitated, per Program Participant per month (PPPPM), fee-for-service, or similar. The fee schedule is available upon request and is subject to change.

[2]This fee is only applicable to those Plan Sponsors that opt into Davis Vision. Davis Vision is fully responsible for maintaining, administering and overseeing the vision network and benefits which are not Covered Expenses under the Plan's medical plan of benefits. Davis Vision may make available to Claims Administrator certain incentives and/or related fees in connection with the cost of making such networks and benefits available for Participant access. Davis Vision is a non-affiliate independent company of Independence.

Important Terms and Conditions

Billing and Payment Terms / Frequency of Billing (Refer to Article V of this Agreement for more information.)	
Billing Method	Electronic Billing
Payment Method	**ACH Debit**
Claims Expense	Weekly
Benefit Program Fees and Charges	Monthly (Due on the first business day of each month)
Consultant Fees (If applicable)	Monthly
Terms	Full payment by due date (claims funding within 48 hours)

Adjustments on Renewal

The Claims Administrator may adjust/change the applicable Administrative Charges and Other Charges/Medical Fees as described above once each Contract Year, unless otherwise agreed to by the parties, on the anniversary date of this Agreement upon 60 days advance written notice to the Plan/Plan Sponsor.

Medical Drug Rebates

Claims Administrator reserves the right to retain rebates paid by manufacturers for certain pharmaceuticals covered by the Plan ("Medical Drug Rebates").

Prescription Drug Carve Out

If Claims Administrator administers Prescription Drug services, the base Medical Administration fee may be increased if any portion of the Prescription Drug coverage is carved out.

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Forfeitures upon Early Termination
An early termination charge will apply to Plan/Plan Sponsors who terminate our services prior to the end of the initial contract term or the subsequent amendment term. The early termination charge is equal to three (3) months of Administrative Fees.

The fees shown on this Exhibit do not include costs associated with new or expanded tasks that are required to be performed by Claims Administrator as a result of the requirements of any applicable law or regulatory change which takes effect after the Effective Date, including, without limiting the generality of the foregoing, The Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010 (the Health Care Reform Law), and the Consolidated Appropriations Act of 2021 including the No Surprises Act. If additional administrative costs are incurred by Claims Administrator because of changes imposed or required by the Health Care Reform Law or governmental or regulatory entities pursuant to any applicable law, Claims Administrator shall have the right to pass through the additional costs to the Plan/Plan Sponsor. Claims Administrator shall provide sixty (60) days prior written notice of any such additional costs.

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EXHIBIT A.2
To Administrative Services Agreement

PPO BENEFIT PROGRAM
FUNDING REQUIREMENTS

Plan/Plan Sponsor Name: TREDYFFRIN EASTTOWN SCHOOL DISTRICT

Contract Period: July 1, 2026 through June 30, 2029

Contract Year 2026 (CY01) : 07/01/26 – 06/30/27
Contract Year 2027 (CY02) : 07/01/27 – 06/30/28
Contract Year 2028 (CY03) : 07/01/28 – 06/30/29

Advance and Reserve	
Cash Advance Amount	$ 334,000.00
Reserve Amount	$ 1,502,000.00
Reserve Method	Plan/Plan Sponsor Holding Reserve

Subsequent Contract Year's funding requirements are determined by the Claims Administrator and are subject to change at the beginning of a new Contract Year.

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EXHIBIT A.3

To Administrative Services Agreement

PPO STANDARD PROGRAMS

Plan/Plan Sponsor Name: TREDYFFRIN EASTTOWN SCHOOL DISTRICT

Contract Period: July 1, 2026 through June 30, 2029

Contract Year 2026 (CY01) : 07/01/26 – 06/30/27
Contract Year 2027 (CY02) : 07/01/27 – 06/30/28
Contract Year 2028 (CY03) : 07/01/28 – 06/30/29

The programs may be provided by Claims Administrator's personnel or by contracted vendors selected by Claims Administrator. By selecting a program offered by a contracted vendor of the Claims Administrator, the Plan/Plan Sponsor agree and acknowledge that Claims Administrator may provide Participant level data at the minimum level necessary, including protected health information, to contracted vendors. The provision of such data by Claims Administrator to contracted vendors shall be permissible provided it is done in accordance with the HIPAA BAA entered into by the parties to this Agreement. In addition, for those programs offered by a contracted vendor of the Claims Administrator, the Plan/Plan Sponsor agree and acknowledge that the contracted vendor may market the program(s) to Participants. The PPO Standard Programs do not have an administrative or claims expense and are included as services with this Administrative Services Agreement at no incremental cost to the Plan/Plan Sponsor unless otherwise specified below.

Description of Product / Service	
Achieve Well-Being - Core Platform Participants can access self-service resources to help them set goals and improve their health online or on the mobile app. • Engaging online tools that make it easy for Participants to reach their well-being goals • Targeted programs to help Participants address areas of concern, such as physical, financial, and emotional well-being • Personalized profile and action plan with ongoing activities and reminders • Ability to sync with fitness apps and devices for progress, biometrics, and personal challenges	Included

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Description of Product / Service	
Financial Well-Being Curated set of services focused on addressing important financial issues for Participants. • College Application Tools and Scholarships: A no-cost solution allowing all employees to save up to 25% off the cost of a four-year undergraduate education for an eligible child at participating colleges/universities[1]. • Health Care Payment Simplification & Savings: A no-cost solution allowing all employees to save up to 13% off out-of-pocket medical expenses[2]. [1] Solution is subject to certain restrictions. Earned Tuition Rewards Points(R) never expire and represent a guaranteed minimum discount on the full tuition price. Tuition Rewards Points are not awarded in cash. This service is provided by an independent company. This is not an Independence product. Independence is acting solely as an agent. Third party company is solely responsible. [2] Savings are determined by how quickly the Participant pays third party vendor. Participants should present their savings card to all medical providers. Not all providers accept the savings card. Service is provided by an independent company. This is not an Independence product. Independence is acting solely as an agent. Third party company is solely responsible.	Included
IBX Wire for Plan/Plan Sponsors – A secure web-based communication channel that provides private, one-to-one communication with Participants in a HIPAA compliant environment.	Included

Claims Administrator reserves the right to retire products or services selected by the Plan/Plan Sponsor in this exhibit upon notification to the Plan/Plan Sponsor. In the occurrence that a product or service is retired during the term of this Agreement, Claims Administrator will provide at least ninety (90) days' notice. Notification will include the date at which the product or service will be retired. Any fees related to the product or service will cease when the product or service is retired.

Certain incentives or rewards may be offered to Participants by the Claims Administrator's contracted vendors for participating and/or enrolling in the Programs/Services offered by the Claims Administrator's contracted vendors. The Plan/Plan Sponsor can request the Claim Administrator provide Participant incentive or reward payment data 30 (thirty) days after end of the Contract Year. Claims Administrator recommends that the Plan/Plan Sponsor discuss the payment of incentives or rewards, including any tax reporting requirements, with its legal or tax advisor. The Plan/Plan Sponsor can direct the Claims Administrator and/or the Claims Administrator's contracted vendors not to offer incentives or rewards.

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EXHIBIT AA

To Administrative Services Agreement (PPO)

SOLD PROPOSAL

[Attached]

Docusign Envelope ID: 078C5B78-BDF8-8F18-8037-93B0EC41CF4F

March 2, 2026

A Proposal for:

Tredyffrin Easttown School District

Presented to:

Reschini Agency Inc

Offered by:

Marissa Buck

Marissa.Buck@ibx.com

610-238-6521

Independence

Docusign Envelope ID: 078C5B78-BDF8-8F18-8037-93B0EC41CF4F

Tredyffrin Easttown School District

Independence

Medical Program Administrative Services

Customer Identification Number: 0000045591
Contracts: 659
Administration Fees (per contract per month unless otherwise noted)

	Current Fees	Multi Year Contract		
Core Medical Administration	07/2025-06/2026	7/2026-6/2027	7/2027-6/2028	7/2028-6/2029
PPO	$43.16	$43.81	$44.90	$46.03
Value Add Services				
Claims Fiduciary - Independence	N/A	$2.18	$2.25	$2.31
College Application Tools and Scholarships	$0.00	$0.00	$0.00	$0.00
Health Savings Account (per account)	$3.45	$3.45	$3.45	$3.45
IBX Better Health Liaison	$4.28	$4.41	$4.54	$4.68
Vision	$0.55	$1.06	$1.09	$1.12
Commitments				
Wellness Credit	$5,000	$5,000	$5,000	$5,000
Additional Programs				
Subrogation - Return on Recoveries Post-Pay	Elected	Elected	Elected	Elected
Additional Recoveries -Return on Recoveries Post-Pay	Elected	Elected	Elected	Elected
Return on Recoveries Pre-Pay	Elected	Elected	Elected	Elected
Price Protection Program (PPP)	Elected	Elected	Elected	Elected
Mental Health/Substance Use Disorder	Elected	Elected	Elected	Elected
SF Pharmacy (Integ/FS)	Elected	Elected	Elected	Elected
UM (AIM)	Elected	Elected	Elected	Elected
UM (EviCore)	Elected	Elected	Elected	Elected
Claim Reprocessing	Elected	Elected	Elected	Elected

Please see Conditions and Disclosures section for additional details.

The Core Administration Fee and all performance guarantees are predicated on the inclusion of the following standard programs for the entire proposal period: Return on Recoveries, Price Protection Program and Enhanced Utilization Management.

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Tredyffrin Easttown School District

Independence

Tiered Core Administration Fee Scale

Customer Identification Number: 0000045591
Contracts: 9,215
Administration Fees (per contract per month unless otherwise noted)

Core Medical Administration			Multi Year Contract		
Total PPO Enrolled Contracts			7/2026-6/2027	7/2027-6/2028	7/2028-6/2029
4,199	-	Or Less	Negotiable	Negotiable	Negotiable
4,200	-	6,199	$45.58	$46.71	$47.89
6,200	-	8,199	$44.69	$45.80	$46.95
8,200		10,199	$43.81	$44.90	$46.03
10,200	-	12,199	$42.93	$44.00	$45.11
12,200	-	14,199	$42.08	$43.12	$44.21
14,200	-	Or Greater	Negotiable	Negotiable	Negotiable

* Adjustments to the base medical administration fee will become effective on the anniversary date. The basis for the fee determination will be the enrollment in the first month of the new policy period. This measurement will occur in the second month of the policy period. Any required adjustments will be made retroactive to the first day of the policy period.

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Core Medical Program Administrative Services

The Core Medical Administrative fee is inclusive of the following services.

Network

- National BlueCard network
- BlueCard GlobalCore global network in over 200 countries
- Online provider network directories
- Blue Distinction Centers

Communications

- ID Cards
  - Standard ID card (1 per member)
  - Additional ID card request through the member portal
  - Print/email ID cards on the member portal
- Member Benefit Booklets/Summary of Benefits and Coverage (SBC)
  - Standard electronic benefit booklets available on the member portal and employer portal
  - Post-enrollment online availability of custom member handbooks
  - Creation of standard Summary of Benefits and Coverage (SBC) and Benefit Highlights

Web/Digital Services

- Member Portal and mobile web access
  - Claims information and annual claims tax reports (2 years of history)
  - View/print open referrals, change PCP
  - Spending account information/transactions
  - Care Cost Estimator tool
- Hospital and Provider finder tool
- Member engagement standard messaging
- Employer self service portal
  - Electronic enrollment transmission (via EDI or employer portal)
  - Standard reporting

Customer Service/Claims

- Toll-free customer service line
- Translator assistance
- Integrated Voice Response
- Claims processing
- Appeals determinations according to DOL rules. All levels including internal/independent medical review organizations.
- Coordination of benefits services

Account Management

A true account management model incorporates partnership and accountability. We believe it is our responsibility to provide our clients with consultative direction, create a cooperative working relationship that best meets each client's particular health care needs, and be held accountable to deliver and demonstrate the value of agreed upon services. As the account management team leader, your Independence account executive has the responsibility to promote four primary areas of accountability: relationship management, communication, client advocacy, and personal ownership.

- **Relationship management**: Account executives collaborate with clients and all internal business partners to develop strategies that anticipate and address specific business needs. This means regular and proactive solicitation of feedback from clients regarding Independence's performance and implementation of planned initiatives. Account executives also work to develop value-added solutions and to build constructive relationships with internal and external stakeholders that facilitate future opportunities for collaboration and success.
- **Communication**: As the individual with primary responsible for the overall client relationship, a client's account executive will proactively solicit thoughts, ideas, and information about new and emerging health management initiatives that are meaningful to their clients.
- **Client advocacy**: As champions for their clients' interests, our account management team works to ensure that any request or problem is brought to the attention of the right level of executive leadership.
- **Personal Ownership**: We believe personal ownership encompasses flexibility, building credibility and trust by fulfilling promises, being dependable, admitting mistakes, and accepting responsibility. Your designated account management team will work to achieve these objectives every day.

Health Management

- Utilization Management
  - Inpatient requests
  - Concurrent and post acute review
  - Precertification of outpatient services
  - Direct ship program
- Case Management Programs
  - Short-term outreach, intensive and specialized case management
- 24 hour nurseline

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Mental health and substance abuse care management
Oncology care management
Baby BluePrints maternity management program
High risk maternity management
Clinical alerts to treating physicians
Health information line
Quarterly e-newsletter

Preventive Health Services and Programs

Preventive Care (check-ups, screenings, immunizations)
Online tobacco cessation support
Targeted member interventions
Reminders for recommended screenings and immunizations

Eligibility and Claim Audits

Assistance with facilitating third party audits as necessary

Reporting

Standard electronic utilization reporting package
Standard billing reports
Access to electronic reporting portal
Member engagement reporting

Well Being Rewards Program Plus

Wellness Guidelines
Health coaching, Healthy living information and wellness
Personal Health Record
Health Content
Health Trackers / Validic
Well-being Profile
General Well-being programs
Web-based Condition Management Programs
Trophy Case
Personal Challenges
Integrated Well-being messaging
Standard customer level reporting
Health lifestyle discounts and reimbursements
Discounts on wellness products and services through Blue 365® and discounts for a wide range of national, regional, and local businesses, attractions, and events through Blue Insider SM

Docusign Envelope ID: 078C5B78-BDF8-8F18-8037-93B0EC41CF4F

Value Add Services

Additional Value Added services are available for purchase. If purchased, pricing shown below is guaranteed one year. Additional program details are available through Account Management.

Vistia Health				
Vistia Health Champion is an integrated care management and customer advocacy solution that effectively provides individualized support to members as they navigate near term and continuing healthcare needs through enhanced personalized member interventions and on call resources. This offering integrates the Clinical and Service models below with our enhanced utilization management and includes Weight Management, Diabetes and Hypertension Management, Musculoskeletal Management Program, and Respiratory Management.	$14.04	$14.46	$14.90	☐
Vistia Health Champion Clinical Effectively manages health care cost and trend through enhanced personalized member interventions.Includes Weight Management, Diabetes and Hypertension Management, Musculoskeletal Management Program, and Respiratory Management.	$11.14	$11.47	$11.82	☐
Vistia Health Champion Service is a dedicated team of member service representatives assigned to serving your members, focused on providing personalized guidance and support to navigate their health journeys.	$2.89	$2.98	$3.07	☐
Focused Care				
At-Home Gap Closures: Program is designed to help pull disengaged healthcare utilizers back into the traditional healthcare system by providing a convenient way to close gaps in care in areas including but not limited to annual wellness visits and eligible age-appropriate screenings. The program includes virtual nurse practitioner consultations when applicable and at home test kits that will allow participants to get the necessary screening by collecting samples and sending them back to a third party vendor(s) while closing the appropriate HEDIS measure gaps.	$2.33	$2.40	$2.47	☐
Women's Health and Family Planning:				
Pelvic Floor Therapy: This program addresses pelvic dysfunctions such as pain, discomfort, pressure, urinary leaking, and bowel issues, covering all stages of life including pregnancy, postpartum, and menopause. It is a comprehensive, mind-body program connecting women and individuals with vaginal anatomy to the next generation of pelvic-health care from the comfort, convenience, and privacy of home. Members are paired with Pelvic Health Specialists, all of whom have Doctor of Physical Therapy degrees. After a virtual consultation, the Specialist monitors biofeedback from a pod and mobile app to customize pelvic exercise programs while providing ongoing 1-1 guidance, support, and insights.	Claim Fees Only*	Claim Fees Only*	Claim Fees Only*	☐
Women's Health, Fertility & Family Building: A market leading women's health and fertility solution utilizing a data driven approach to deliver superior clinical outcomes. This suite of solutions provides comprehensive digital support for fertility and family building services from preconception through postpartum, to the transition to midlife and menopause, and offers care navigation for all paths to parenthood including adoption and surrogacy.				
Fertility & Family Building	Claim Fees Only*	Claim Fees Only*	Claim Fees Only*	☐
Pregnancy & Postpartum	Claim Fees Only*	Claim Fees Only*	Claim Fees Only*	☐
Menopause	Claim Fees Only*	Claim Fees Only*	Claim Fees Only*	☐
Musculoskeletal (MSK) Management: Program provides members with clinical-grade MSK care from home. A Doctor of Physical Therapy assesses each member's condition and designs a personalized recovery program tailored to the member's needs. The Program uses an FDA-listed technology to provide real-time guidance, movement correction and collects high-quality data. This sensor data is reviewed by a Doctor of Physical Therapy after each session and the program is modified as needed. Ongoing support is provided through education and exercise sessions.	Claim Fees Only*	Claim Fees Only*	Claim Fees Only*	☐

* For more information regarding claim fee structure for this product, please contact your Account Executive.

Digital Member Messaging				
A unique communication channel that combines the power of text with the security of the web. Digital Member messaging provides private, one-to-one communication with members/employees in a HIPAA compliant environment that is designed for action.				
Better Health Guide: An enhanced portfolio of digital messages per subscriber per month to engage members. Our targeted digital messaging connects with identified members via text, email, and portal alerts for health situations such as post-discharge messaging; reviewing critical transitions of care, schedule PCP visits, prescriptions; ER visit for non-emergent situations; gaps-in-care; and condition management information.	$1.06	$1.06	$1.06	☐
Custom Messaging - messages are custom messages developed by the group to directly communicate with employees.	$0.11	$0.11	$0.11	☐

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Virtual Care Services

Virtual Care Services require 45 days of notice to implement. Virtual Care Services can be elected off renewal but can only be terminated on renewal. For the Consultation Fees, the customer can choose member's responsibility, whether copay or coinsurance, and the amount. QHDH plans must apply a member's responsibility to the deductible first.

Virtual Care (Core Services): Telemedicine, Teledermatology and Telebehavioral Health*: Telemedicine services are provided by a national network of board-certified physicians that provide consultations 24 hours a day, 7 days a week, 365 days a year. Physicians provide standard medical assessments, treatments, care and services to patients via the telephone or secure video when a primary care physician is unavailable or inaccessible. This service does not replace an existing primary care physician relationship but enhances it with an efficient, cost-effective alternative for non-emergency medical problems. The applicable cost-sharing requirements are specified in the Schedule of Covered Services. The Subscriber/Member will pay the applicable cost-sharing via credit or debit card prior to the consultation. Telebehavioral Health allows plan members to access a counselor or psychiatrist by phone, secure video, or app from the comfort of their own home. While in person behavioral health appointments can take weeks to set up, virtual behavioral health appointments can be made 3 to 5 days in advance with occasional availability the next day. Teledermatology gives you fast access to a network of leading, board-certified dermatologists who can diagnose and treat more than 3,000 skin, hair, and nail conditions online. A plan member can send in a few photos and talk with a provider, a prescription can be sent to the nearest pharmacy. A visit with a virtual dermatologist can take less than 10 minutes to complete.	$0.84	$0.86	$0.89	☐
Virtual Care+*: Virtual Primary Care, Telemedicine, Teledermatology, Telebehavioral Health, and Second Opinion. In addition to our Core Virtual Care Services – groups can elect for our Virtual Care+ program that includes all the services within the Core program PLUS Virtual Primary Care services. Virtual Primary Care is a program that allows members to have an established relationship with a PCP, virtually. Members can select their virtual physician and have repeat visits with the same virtual primary doctor. Members will also be able to have annual preventive visits, prescriptions (if applicable), and labwork coordinated through the virtual PCP, along with access to a care team to manage questions, referrals, etc. Second opinion services are also available with this program offering. Second Opinion Services*: Groups can select to add Second opinion services as a part of their Virtual Primary Care program. This is a services that allows members to access a team of experts to provide guidance, support and recommendations on diagnosis and treatment options for members to ensure they receive the best care and clinical outcomes possible. There is not additional admin for this program.	$2.03	$2.09	$2.15	☐

Hearing Care

A discount program integrated within our health plans, providing a comprehensive hearing care solution including white-glove support, a no-cost hearing exam, and discounts on hearing aids.

Option 1: $0 Exam, Basic $495, Standard $895, Advanced $1,295, Premium $1,695	$0.11	$0.11	$0.11	☐
Option 2: $0 Exam, Basic $295, Standard $695, Advanced $1,095, Premium $1,495	$0.46	$0.46	$0.46	☐
Option 3: $0 Exam, Basic $0, Standard $495, Advanced $795, Premium $1,195	$1.48	$1.48	$1.48	☐

Wellness

Well-Being Rewards Program Plus

Designed to motivate Participants over 18 years old to manage their well-being using the member portal and offer financial incentives. Plan Sponsors may opt to decide who is eligible, determine the employer funded financial incentives, and design the program activities to help drive healthy behaviors and help address gaps in care. Plan/Plan Sponsors also have the option to implement up to 4 team/individual challenges. Monthly activity reporting is available. Cost of Gift Card plus Fulfillment Fee of $0.50 per Gift card	$0.80	$0.82	$0.85	☐

Spending Accounts

Health Reimbursement Account (HRA)	☐
Flexible Spending Accounts (including limited purpose and dependent care)	☐
Commuter Accounts	☐

Enrolled Group Size - Per account per month (PAPM)	H.S.A	HRA, FSA, Commuter
2-50	Fee Included	Fee Included
51 - 249	$3.95	$4.25 (HRA only)
250 - 499	$3.85	$4.15
500 - 999	$3.65	$3.95
1,000 - 2,499	$3.45	$3.75

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2,500 - 4,999	$3.25	$3.55
5,000 - 9,999	$3.05	$3.35
10,000 +	$2.85	$3.15

Non-Standard or Custom Services				
Non-standard services data extracts or other reporting that are provided at the Group's or Group's agent's request.				
Customized Documents	$150.00 / hour	$150.00 / hour	$150.00 / hour	
UW & Actuarial Services	$150.00 / hour	$150.00 / hour	$150.00 / hour	
Custom Programming Services	$150.00 / hour	$150.00 / hour	$150.00 / hour	
Communication Services- Custom	$150.00 / hour	$150.00 / hour	$150.00 / hour	
Customized Solutions	$150.00 / hour	$150.00 / hour	$150.00 / hour	
Reporting Services- Custom	$150.00 / hour	$150.00 / hour	$150.00 / hour	
Rx Bi-Directional Data Feed				
Bi-directional administration of the deductible and out-of-pocket maximum applied to subscribers who are covered for pharmacy services through a third-party Pharmacy Benefits Manager, not the medical Claims Administrator.	$0.90	$0.90	$0.90	☐
Initial Set-Up cost for existing vendor	$5,000	$5,000	$5,000	☐
Initial Set-Up cost for new vendor	$50,000	$50,000	$50,000	☐
Pharmacy Data Feed or Extract				
If a standard data feed is required, there will be an initial set-up fee as well as an ongoing maintenance fee.				
Initial Set-Up cost for existing vendor	$5,000	$5,000	$5,000	☐
Initial Set-Up cost for new vendor	$50,000	$50,000	$50,000	☐
Ongoing maintenance fee Custom Pharmacy claim extracts are available for a fee of $150/hour with a minimum charge of $500.	$0.49	$0.49	$0.49	☐
Medical Data Feeds to a competing* vendor				
Competing vendors are those which offer similar services to those currently provided through Independence and its partners. Please contact your account management representative with any questions on specific services provided by Independence.				
One time Set-Up charge per vendor	$5,000	$5,000	$5,000	☐
Data and file exchange for outside vendor	$0.90	$0.90	$0.90	☐
Third Party Data Feed	$0.90	$0.90	$0.90	☐
Financial Well-being				
Health Care Payment Simplification & Savings: A no-cost solution allowing all employees to save up to 13% off out-of-pocket expenses.	$0.00	$0.00	$0.00	☐

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Funding Requirements/Claim related expenses

Medical Program Funding Requirements

This proposal is contingent upon the customer securing the required cash advance and reserve. See below for funding requirements.

Advance	
Required Advance Deposit	$325,000
Current Advance Deposit	$325,000
Balance Due	$0
Reserve	
Required Reserve Deposit	$1,462,000
Current Reserve Deposit	$1,462,000
Adjusted Reserve Requirement	$0

The above requirements are based on a Weekly billing arrangement.
Increases to the Cash Advance and/or Cash Reserve will be reflected on the first invoice of the new plan year. Any Cash Advance or Cash Reserve credit, if applicable, will be provided assuming no outstanding balances are due and after demonstrating 90 days of timely payments.
The Cash Advance will fund claims that are paid by Independence on behalf of the Customer, but have not yet been invoiced.
The Reserve is used to pay claims incurred prior to, but paid after the termination date of the contract. The reserve requirement is reviewed on an annual basis and adjusted as necessary.
This proposal assumes the group will hold its own reserve requirement.
Upon termination of the self-funded arrangement, a BLOC or other means of securing run out liability may be required on or before the termination date.
The Cash Advance and Reserve will be reviewed periodically for adequacy of funds.

Inter-Plan Arrangements:

The BlueCard® Program allows members to access providers contracted with other Blue Plans outside of the local Independence service area through Inter-Plan Arrangements. Under these Arrangements, when members access Covered Services within the geographic area served by another Blue Plan (Host Plan) outside the geographic area Independence serves, the Host Plan will be responsible for contracting and handling all interactions with its participating healthcare providers.

The PPO BlueCard Access fee for calendar year 2026 is 3.21% of network savings, capped at $2,000 per claim. The Administrative Expense Allowance (AEA) will be $5.00 per professional claim professional and $11.00 per institutional claim. Claims for nonparticipating providers will include a processing fee of $3.00 per claim.

Inter-Plan Administrative Expense Allowance(AEA)fee and the Consortium access fees are fees charged by other Blue Plans for access to and utilization of other Blue Plans' networks of providers by Participants in the Plan. If both the AEA and Consortium access fee are available,the Plan is charged the lower of the AEA fee or the Consortium access fee. The AEA fee and Consortium access fee are subject to change January 1st of each year. Plan will receive notification of any increase in fees.

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Conditions and Disclosures

This quote assumes all underwriting requirements including enrollment and eligibility, have been monitored and met by the Plan/Plan Sponsor.

This quote includes Independence's cost reduction, recovery and savings programs, collectively called Return on Recoveries and Price Protection Program. Return on Recoveries includes pre and post payment claim utilization reviews, site of care reviews (e.g., most cost-effective setting, drug administration, mandatory referrals for observation), cost effectiveness, lower cost alternatives (e.g., biosimilars and centers of excellence), auditing, data mining, overcharging, overpayment, complex COB investigations, claim accuracy analytics, credit balance recoveries, subrogation services, and cost integrity programs through our internal resources (e.g., dosage & frequency) and our vendor partners. Return on Recoveries is used for claims, services and/or treatments for medical, behavioral health and/or pharmaceutical services. Return on Recoveries uses data mining techniques and is offered as a supplemental program to Independence's standard administrative services. Fees for participation Return on Recoveries are based on recovered, avoided amounts or measurable savings only and will be billed as thirty percent of the recovered or avoided costs. A per activity fee may be applied for related, non-savings based services. Due to claim review activities of the Return on Recoveries program, this service is only available when Independence is chosen as the named claim fiduciary and is required for all financial and utilization performance guarantees to be applicable. This program is part of our core services, removing this program may impact the medical administrative fees and nullify any performance guarantees.

Price Protection Program. Claim Administrator will provide services directly and through contracted vendors to negotiate out-of-network claims in order to reduce the covered Claims Expense and Subscriber's Share. Successfully negotiated claims shall result in no less than a 25% discount from charges. For claims from non-participating providers that are not successfully negotiated, claim reimbursement may be in accordance with a nationally-recognized database of one or more vendors of Claims Administrator. In such cases, claim reimbursement established by such database(s) shall supersede the otherwise applicable claim reimbursement for the non-participating provider claim established by a "Host Blue. "

Plan design changes must be approved 60 days prior to the effective date. Designs may be adjusted for effectiveness and to facilitate benefits administration.

This quote is based on current benefits and funding arrangement. The financial terms of this quote may be revised or withdrawn if any of the following conditions occur: quoted policy period changes, modifications to the requested benefit plan(s), actual enrollment varies (by 10% percent or greater, (in total, or by family tier structure), employer is not headquartered in or moves out of the carrier's service area, or requests additional or customized services.

This quote assumes Independence is the sole provider of medical benefits for the duration of the agreed upon pricing term.

Groups with less than 500 enrolled contracts must purchase an Independence prescription drug plan alongside the elected medical option/s.

Payments made by the Plan/Plan Sponsor for the contract period act as acknowledgement and acceptance of the quote and indicate the Plan/Plan Sponsor's compliance with Underwriting Guidelines and all State/Federal employer requirements for offering coverage.

Independence provides health care coverage that allows members to receive appropriate and necessary health care at the lowest cost. As part of its health care coverage, Independence offers innovative programs that help members meet their health care needs and to support innovations in healthcare delivery. The programs may be provided by Independence personnel or by contracted vendors selected by Independence. By purchasing these programs from Independence, the Plan/Plan Sponsor agrees and acknowledges that Independence may provide member level data at the minimum level necessary, including personal health information, to contracted vendor partners.

Pricing includes Standard Reporting Package. Please consult with your Account Executive for Non-Standard reporting services and pricing.

Effective for plan years that begin on or after January 1, 2015, PPACA requires that all health plans accumulate medical and pharmacy cost sharing to a single out-of-pocket maximum. The single out-of-pocket maximum must include deductibles, coinsurance, and copayments paid by members for services for the essential health benefits (including pediatric dental and vision benefits provided as part of the medical plan or as a rider) covered by your health plan. If a bi-directional data feed is required, the cost of the data feed will be passed on to the group. Benefit program(s) quoted may have been updated to reflect the current year maximum out-of-pocket limits established by HHS and the IRS. Please contact your Independence Account Executive for additional information regarding the quoted plan designs.

Independence may be able to reduce the claims expense by implementing various cost reduction services on behalf of the customer including, but not limited to, obtaining discounts through secondary networks, fee negotiations with non-participating providers, and arrangements with participating non-network providers. In order to offset vendor costs and administrative expenses, Independence will retain 30% of the savings achieved through these services.

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For existing insured Independence groups, all outstanding balances must be paid in full prior to the self-funded plan's effective date. Failure to pay these past due amounts will render the Administrative Services Agreement quote null and void.

Acceptance of this quote is indicated by signing the appropriate section. Signing this document indicates binding approval and acceptance of the terms and conditions within this document. If there are any contradictions and/or inconsistencies between the terms and provisions of the sold quote and the terms and provisions of the ASA, the terms and provisions of the ASA will govern.

The fees presented in this quote constitute an entire package. Any deviation, including not purchasing any quoted line of coverage, may change the quote and result in increased fees.

This quote is contingent upon the Plan/Plan Sponsor securing any additional advanced funding amounts.

Proposed core medical administrative fees exclude the cost of any ancillary coverages and programs.

The fees outlined in this quote do not include fees for other network operating expense, including but not limited to capitation fees, network access fees, and other sub-contracted vendor fees to non-Independence networks, if applicable.

Optional Ancillary Fees will apply to entire population.

Unless shown separately, Broker/Consultant commissions have been excluded from the Administrative Fees listed in this quote.

Claims that are reprocessed at the request of the customer are subject to a fee in the amount of $25 per claim.

A fee per participating member, per month will be assessed for members engaged in the Diabetes and/or Hypertension Management programs. The fee will be billed via the weekly claims invoice. Payment of actual claims charges remain the responsibility of the Plan/Plan sponsor.

Independence works with vendors to provide comprehensive subrogation and recovery services. A contingency fee of 30% of savings is retained upon recovery for self-funded customers. This fee supports vendor costs and internal administrative costs associated with these services.

Independence reserves the right to revise the financial terms of this quote if there is an introduction of a non-Independence plan option impacting economics of existing Independence plans.

Off anniversary benefit changes must be submitted to underwriting no less than 75 days prior to the benefit change effective date.

For contributory plan offerings, the recommended employer contribution is 50% of the calculated gross monthly premium for each plan offered.

The Behavioral Health program is standardly included, and this service is billed as a capitated charge or thirty percent of savings. Behavioral Health benefits are inclusive of the following features but not limited to: access to a quality and comprehensive provider network inclusive of virtual care providers and digital tools, provider availability, triage of member care and referrals, transition planning to encourage compliance with community treatment discharge plan, case management, quality improvement, customer/member service, behavioral preventative health efforts, and review and evaluation of medical treatment records.

This quote includes an enhanced utilization management program which is designed to identify and support members with various conditions and services including, but not limited to, radiology, cardiology, musculoskeletal, sleep apnea, genetic testing, and oncology. This program will be billed as a per member per month expense.

The Enhanced Utilization program utilizes different vendor partners and internal programs and may be enhanced or adjusted as new programs demonstrate their value and become available. This program has a 2:1 guaranteed Return on Investment, which will be reconciled after a minimum of 14 months of paid claims. No financial or utilization performance guarantees will be applicable to this quote if the enhanced utilization program is not applied for the entire guarantee period.

All quote provisions are subject to applicable federal, state, and local laws/regulations. The benefits and rates/fees being proposed are subject to change pending any required approvals from state or federal regulatory agencies. Independence reserves the right to modify its products, services, rates and fees in response to laws/regulations and to recoup any material costs incurred as a result of implementing the laws/regulations. For self-funded plans, any taxes, fees, or assessments applicable to self-funded benefit plans as a result of the Patient Protection and Affordable Care Act (PPACA) or related legislation, will be the sole obligation of the Plan/Plan Sponsor. The administrative service fees that Independence is presenting do not include the cost of these taxes, fees, assessments nor their administration. Taxation as a result of local, state, or federal mandates will be passed-through to the plan sponsor.

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Self-funded Plan/Plan Sponsors are responsible for compliance with all applicable law including the Mental Health Parity and Addiction Equity Act (MHPAEA). Upon request, Independence will supply a quantitative treatment limitation (QTL) analysis and/or non-quantitative treatment limitation (NQTL) analysis of Independence's standard plan designs to Plan/Plan Sponsors. To the extent a Plan/Plan Sponsor has customized the plan design, Independence's QTL analysis and/or NQTL analysis may not be applicable. In addition, upon request, Independence will provide Independence's QTL analysis and/or its NQTL analysis of Independence's standard plan designs to regulators. To the extent a self-funded customer has a customized plan design or has carved out behavioral health and/or pharmacy benefits to another third-party administrator, the self-funded customer should analyze the plan and consult their counsel to determine compliance with MHPAEA and provide the Plan/Plan Sponsor's analyses to regulators.

Stop loss coverage is not included in this quote.

Preferred Stop-Loss Carrier Fee Credit (if applicable) will apply for the term of this Agreement on the condition that Preferred Stop-Loss Carrier is retained by the Plan/Plan Sponsor as the stop-loss carrier. If the Plan/Plan Sponsor terminates Preferred Stop-Loss Carrier's stop-loss coverage during the term of the Agreement, the credit will be removed by the Claims Administrator effective on the termination date of the Plan's stop-loss coverage with Preferred Stop-Loss Carrier; if after termination of the Preferred Stop-Loss Carrier stop-loss coverage the Plan/Plan Sponsor re-secures stop-loss coverage with Preferred Stop-Loss Carrier during the term of this Agreement, the credit may be reinstated by the Claims Administrator at the Claims Administrator's sole discretion. Claims Administrator will provide the Plan/Plan Sponsor ninety (90) days written notice of a change to the Claims Administrator's Preferred Stop Loss Carrier.

This quote assumes Stop Loss is not in place or is provided by a carrier other than Independence's Preferred Stop Loss Partner. If the customer partners with Independence's Preferred Stop Loss Partner for its Stop Loss solution, a partnering credit of $1.50 per contract per month will be applied in corresponding months of coverage.

Groups that do not have a history of timely payments to Independence Health Group and its subsidiaries, may be subject to additional financial requirements.

When Independence is the named claims fiduciary, Independence accepts responsibility as the named claims fiduciary for all benefit determinations, all claims payments, and for all levels of member appeals when return on recoveries is included. Independence will have the final decision making and final discretionary authority as the named claims fiduciary for all benefit determinations, all claims payments, and for all levels of member appeals. The customer will retain fiduciary status for all other purposes.

When Independence is the named claims fiduciary, Independence will also conduct all internal member appeals reviews for the HMO, POS, and/or PPO lines of business. We will coordinate external appeal reviews by an independent review organization (IRO) for the above lines of business. Independence will coordinate the IRO reviews at no additional cost to the customer or member.

When Independence is the named claims fiduciary, Independence will provide assistance, if required, to the Plan/Plan Sponsor in responding to lawsuits and answer provider disputes in connection with claims made under the Plan relating to the administrative services proposed.

When the Plan/Plan Sponsor is the named claims fiduciary, the Plan/Plan Sponsor is the named claims fiduciary for claim appeals while Independence is the appeals administrator. The Plan/Plan Sponsor will have the final decision making and final discretionary authority as the named claims fiduciary for all benefit determinations, all claims payments, and for all levels of member appeals. All other claim paying and benefit determination services will remain with Independence and its affiliates except those described as return on recoveries due to claim review activities of the return on recoveries program.

The Named Claims Fiduciary designation must be consistent with the Pharmacy program if administered through Independence.

If the Plan/Plan Sponsor terminates all or part of its contract with Independence before the end of a multi-year agreement, any credits, waivers, subsidies, and/or guarantees to the administrative fee are null and void. The Plan/Plan Sponsor will be held responsible for returning the full amount of any credits, waivers, subsidies, and/or guarantee payments redeemed over the course of the multi-year term to Independence, upon termination. These items include, but are not limited to; wellness credits, implementation credits, financial and operational performance guarantees, fee waivers, Multi-year credits, etc.

The base medical administrative fee assumes all products and services are in place for the duration of the contract term. If a product or service is terminated, the base medical administrative fee may be increased.

An early termination charge will apply to Plan/Plan Sponsor who terminate our services prior to the end of the initial contract term or the subsequent amendment term. The early termination charge is equal to three (3) months of Administrative Fees.

As part of the Diabetes Management Program, members utilizing the provided glucose monitor agree to have their blood glucose checks sent via cellular connection, for real-time analytics, insights, and remote monitoring. The monitor also enables members to easily share their health data with providers, contact a coach, and contact member support.

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Wellness credits can be used for approved wellness-related services provided through Independence. Wellness credits must be used in the year in which they are offered. Any unused credits remaining at the end of the plan year will be forfeited. Please contact your Account Representative for additional information related to approved wellness services and vendors.

College application tools and scholarships are subject to certain restrictions. A list of schools currently in the network can be found at tuitionrewards.com/colleges. Earned Tuition Rewards (R) Points represent a guaranteed minimum discount off the full tuition price. Tuition Rewards Points are not redeemable in hard dollars. Members may include or stack Tuition Rewards Points with other financial aid offers according to applicable program guidelines. This is a value-added program and not a benefit under an Independence health plan and is, therefore, subject to change without notice. The Tuition Rewards program is provided by an independent company that does not provide Independence products or services.

Health care payment simplification & savings is determined by how quickly the member pays third party vendor. Members should present their savings card to all medical providers. A list of participating providers can be found at ablepayhealth.com/participating-providers. Service is provided by an independent company and is not an Independence product. Independence is acting solely as an agent. Third party company is solely responsible.

A fee per participating member, per year will be assessed for members engaged in the Fertility & Family Building, Pregnancy & Postpartum, and Menopause programs. Client will also be responsible for all claims costs for utilized fertility and family building services, and menopause virtual visits. For any applicable services offered through a reimbursement process, client will be responsible for cost plus 10% administration fee.

A fee per contracted member, per month will be assessed for the At-Home Gap Closures program. The fee will be billed via a monthly invoice. Payment of actual claims charges for member engaged in the At-Home Gap Closures program remain the responsibility of the Plan/Plan sponsor.

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Independence

Renewal Authorization

This proposal is valid for 90 days after the proposed effective date, and this schedule should be signed at least 60 days before the actual effective date of the plan for sufficient installation lead time for any new programs. Independence will provide agreed upon services as outlined in the Program Fees in accordance with the Plan's direction and the Employee Retirement Income Security Act (ERISA) of 1974, as amended.

Group Information

Full, Legal Name:

Please correct if necessary:

Address:

Group of Contact

Name /Title:

Address:

Phone/Fax:

Email:

Proposal Terms

Effective Date: 7/1/2026

3 year term ☒

Note: Tredyffrin Easttown School District will also be responsible for the payment of fees relating to any additional services "checked-off" within this proposal.

If the signed renewal documents are not received by your Client Executive 60 days prior to the renewal effective date, we will proceed with the one year renewal term and bill our administration fees accordingly. This will help alleviate delays that could affect member claim payments. If Stop Loss rates and/or broker fees are not received 30 days prior to the renewal effective date, Stop Loss rates and/or broker fees will not be included in the first invoicing cycle. Once Stop Loss rates and/or broker fees are provided, they will be loaded and retroactively charged in a subsequent invoice. Any delay in providing Stop Loss rates or broker fees could result in payment delays to your Stop Loss carrier and broker.

Plan Design

Plan design changes must be approved 60 days prior to your renewal date. Designs may be adjusted for effectiveness and to facilitate benefits administration.

Authorization

The undersigned hereby acknowledges that: the rates presented in this proposal are binding. All Terms, Conditions, and Disclosures listed within the Fees and Terms section are acceptable; and Independence is authorized to implement or continue all services as applicable.

Authorized Signature: [signature] Date: 4/27/26

Tax ID # 23-1715239

Email signed authorization to your client representative: Marissa.Buck@ibx.com

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EXHIBIT B

To Administrative Services Agreement (PPO)

BLUECARD DISCLOSURE POLICY

I. Out-of-Area Services Overview

QCC Insurance Company ("QCC") has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Arrangements." These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever Participants access healthcare services outside the geographic area QCC serves, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area QCC serves, Participants obtain care from healthcare providers that have a contractual agreement ("participating providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, Participants may obtain care from healthcare providers in the Host Blue geographic area that do not have a contractual agreement ("nonparticipating providers") with the Host Blue. QCC remains responsible for fulfilling its contractual obligations to you. QCC's payment practices in both instances are described below.

This disclosure describes how claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements. Note that Dental Care Benefits, except when not paid as medical claims/benefits, and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by QCC to provide the specific service or services are not processed through Inter-Plan Arrangements.

A. BlueCard® Program

The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Participants access Covered Services within the geographic area served by a Host Blue/outside the geographic area QCC serves, the Host Blue will be responsible for contracting and handling all interactions with its participating healthcare providers. The financial terms of the BlueCard Program are described generally below.

1. Liability Calculation Method Per Claim – In General

a. Participant Liability Calculation

Unless subject to a fixed dollar copayment, the calculation of the Participant liability on claims for Covered Services will be based on the lower of the participating provider's billed charges for Covered Services or the negotiated price made available to QCC by the Host Blue.

b. The Plan/Plan Sponsor's Liability Calculation

The calculation of the Plan/Plan Sponsor's liability on claims for Covered Services processed through

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the BlueCard Program will be based on the negotiated price made available to QCC by the Host Blue under the contract between the Host Blue and the provider as applicable. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its participating healthcare provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, the Plan/Plan Sponsor may be liable for the excess amount even when the Participant's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge.

2. Claims Pricing

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's provider contracts. The negotiated price made available to QCC by the Host Blue may be represented by one of the following:

(i) An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or

(ii) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements and performance-related bonuses or incentives; or

(iii) An average price. An average price is a percentage of billed charges for Covered Services in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its healthcare providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or average price. The use of estimated or average pricing may result in a difference (positive or negative) between the price the Plan/Plan Sponsor pay on a specific claim and the actual amount the Host Blue pays to the provider. However, the BlueCard Program requires that the amount paid by the Participant and the Plan/Plan Sponsor is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future claim prices. As a result, the amounts charged to the Plan/Plan Sponsor will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from the Plan/Plan Sponsor. If the Plan/Plan Sponsor terminate, you will not receive a refund or charge from the variance account.

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Variance account balances are small amounts relative to the overall paid claims amounts and will be drawn down over time. The timeframe for their drawing down depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

3. BlueCard Program Fees and Compensation

The Plan/Plan Sponsor understands and agrees to reimburse QCC for certain fees and compensation which QCC are obligated under the BlueCard Program to pay to the Host Blues, to the Association and/or to vendors of BlueCard Program-related services. The specific BlueCard Program fees and compensation that are charged to the Plan/Plan Sponsor are set forth in Exhibit X. BlueCard Program Fees and compensation may be revised from time to time as described in section I.H below.

B. Negotiated Arrangements

In certain cases, QCC may process your Participant claims for Covered Services through Negotiated Arrangements.

Participant Liability Calculation

If QCC has entered into a Negotiated Arrangement with a Host Blue, Participant liability calculation will be based on the *lower of either billed charges for Covered Services or negotiated price* (refer to the description of negotiated price under Section A, BlueCard Program) that the Host Blue makes available to QCC and that allows the Plan/Plan Sponsor's Participants access to negotiated participation agreement networks of specified participating providers outside of QCC's service area.

Under certain circumstances, if QCC pays the Healthcare Provider amounts that are the responsibility of the Participant QCC may collect such amounts from the Participant.

In situations where participating agreements allow for bulk settlement reconciliations for Episode- Based Payment/Bundled Payments, QCC may include a factor for such settlement reconciliations as part of the fees QCC charges to the Plan/Plan Sponsor.

Where the Plan/Plan Sponsor agrees to use reference-based benefits, which are service-specific benefit dollar limits for specific procedures, based on a Host Blue's local market rates, Participants will be responsible for the amount that the healthcare provider bills for a specified procedure above the reference benefit limit for that procedure. For a participating provider, that amount will be the difference between the negotiated price and the reference benefit limit. For a nonparticipating provider, that amount will be the difference between the provider's billed charge and the reference benefit limit. Where a reference benefit limit exceeds either a negotiated price or a provider's billed charge, the Participant will incur no liability, other than any applicable Participant cost sharing under this agreement.

Fees and Compensation

The Plan/Plan Sponsor understands and agrees to reimburse QCC for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. Fees and compensation

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under applicable Inter-Plan Arrangements may be revised from time to time as described in Section I.H below. In addition, the participation agreement with the Host Blue may provide that QCC must pay an administrative and/or a network access fee to the Host Blue, and the Plan/Plan Sponsor further agrees to reimburse QCC for any such applicable administrative and/or network access fees. The specific fees and compensation that are charged to the Plan/Plan Sponsor under Negotiated Arrangements are set forth in Exhibit X.

C. Special Cases: Value-Based Programs

Value-Based Programs Overview

The Plan/Plan Sponsor's Participants may access Covered Services from providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

Under Value-Based Programs, a Host Blue may pay providers for reaching agreed-upon cost/quality goals in the following ways:

The Host Blue may pass these provider payments to QCC, which QCC will pass directly on to the Plan/Plan Sponsor as either an amount included in the price of the claim or an amount charged separately in addition to the claim.

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

(i) Actual Pricing: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the claim. These charges are passed to the Plan/Plan Sponsor via an enhanced provider fee schedule.

(ii) Supplemental Factor: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time. This pricing method may be used only for non-attributed Value-Based Programs.

When such amounts are billed separately from the price of the claim, they may be billed as follows:

- Per Member Per Month (PMPM) Billings: Per Member Per Month billings for Value- Based Programs incentives/Shared Savings settlements to accounts are outside of the claim system. QCC will pass these Host Blue charges directly through to the Plan/Plan Sponsor as a separately identified amount on the group billings.

OR

- Where Host Blues pass on the costs of Value-Based Programs to QCC as PMPM amounts not attached to specific claims, QCC may elect to pass these amounts to the Plan/Plan Sponsor.

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The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard Claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Host Blues will take one of the following actions:

- Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.

- Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PMPM price methods, described above, are calculated. If the Plan/Plan Sponsor terminate, you will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this agreement.

Variance account balances are small amounts relative to the overall paid claims amounts and will be drawn down over time. The timeframe for their drawing down depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

Note: Participants will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay providers under Value-Based Programs.

Care Coordinator Fees

Host Blues may also bill QCC for Care Coordinator Fees for provider services which we will pass on to the Plan/Plan Sponsor as follows:

1. PMPM billings; or

2. Individual claim billings through applicable care coordination codes from the most current editions of either Current Procedural Terminology (CPT) published by the American Medical Association (AMA) or Healthcare Common Procedure Coding System (HCPCS) published by the U.S. Centers for Medicare and Medicaid Services (CMS).

As part of this agreement, QCC and the Plan/Plan Sponsor will not impose Participant cost sharing for

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Care Coordinator Fees.

Value-Based Programs under Negotiated Arrangements

If QCC has entered into a Negotiated Arrangement with a Host Blue to provide Value-Based Programs to the Plan/Plan Sponsor's Participants, QCC will follow the same procedures for Value-Based Programs administration and Care Coordination Fees as noted in the BlueCard Program section.

D. Return of Overpayments

Recoveries of overpayments from a Host Blue or its participating and nonparticipating providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, healthcare provider audits, credit balance audits, utilization review refunds and unsolicited refunds. Recoveries will be applied, in general, on either a claim-by- claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to QCC, they will be credited to the Plan/Plan Sponsor's account. In some cases, the Host Blue will engage a third party to assist in identification or collection of recovery amounts. The fees of such a third party may be charged to the Plan/Plan Sponsor as a percentage of the recovery.

Unless otherwise agreed to by the Host Blue, for retroactive cancellations of membership, QCC will request the Host Blue to provide full refunds from participating healthcare providers for a period of only one year after the date of the Inter-Plan financial settlement process for the original claim. For Care Coordinator Fees associated with Value-Based Programs, QCC will request such refunds for a period of only up to ninety (90) days from the termination notice transaction on the payment innovations delivery platform. In some cases, recovery of claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery (a) conflicts with the Host Blue's state law or healthcare provider contracts, (b) would result from Shared Savings and/or Provider Incentive arrangements or (c) would jeopardize the Host Blue's relationship with its participating healthcare providers, notwithstanding to the contrary any other provision of this agreement.

E. Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees

In some instances, federal or state laws or regulations may impose a surcharge, tax or other fee that applies to self-funded accounts. If applicable, QCC will disclose any such surcharge, tax or other fee to the Plan/Plan Sponsor, which will be the Plan/Plan Sponsor's liability.

F. Nonparticipating Providers Outside QCC's Service Area

1. Participant Liability Calculation

a. In General

When Covered Services are provided outside of QCC's service area by nonparticipating providers, the amount(s) a Participant pays for such services will be based on either the Host Blue's nonparticipating healthcare provider local payment or the pricing arrangements required by applicable law. In these situations, the Participant may be responsible for the difference between the amount that the nonparticipating provider bills and the payment QCC will make for the Covered

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Services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

b. Exceptions

In some exception cases, QCC may pay claims from nonparticipating healthcare providers outside of QCC's service area based on the provider's billed charge. This may occur in situations where a Participant did not have reasonable access to a participating provider, as determined by QCC or by applicable law. In other exception cases, QCC may pay such claims based on the payment QCC would make if QCC were paying a nonparticipating provider inside of QCC's service area. This may occur where the Host Blue's corresponding payment would be more than QCC's in-service area nonparticipating provider payment. QCC may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Participant may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment QCC will make for the Covered Services as set forth in this paragraph.

2. Fees and Compensation

The Plan/Plan Sponsor understands and agrees to reimburse QCC for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to the Plan/Plan Sponsor are set forth in Exhibit X. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in section I.H below.

G. Blue Cross Blue Shield Global Core™

1. General Information

If Participants are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands (hereinafter, "BlueCard service area"), they may be able to take advantage of the Blue Cross Blue Shield Global Core™ when accessing Covered Services. The Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although the Blue Cross Blue Shield Global Core assists Participants with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when Participants receive care from providers outside the BlueCard service area, the Participants will typically have to pay the providers and submit the claims themselves to obtain reimbursement for these services.

- **Inpatient Services**

In most cases, if Participants contact the Blue Cross Blue Shield Global Core service center for assistance, hospitals will not require Participants to pay for covered inpatient services, except for their cost-share amounts/deductibles, coinsurance, etc. In such cases, the hospital will submit Participant claims to the Blue Cross Blue Shield Global Core service center to initiate claims processing. However, if the Participant paid in full at the time of service, the Participant must submit a claim to obtain reimbursement for Covered Services. **Participants must contact QCC to obtain precertification for non-emergency inpatient services.**

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- **Outpatient Services**

Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require Participants to pay in full at the time of service. Participants must submit a claim to obtain reimbursement for Covered Services.

- **Submitting a Blue Cross Blue Shield Global Core Claim**

When Participants pay for Covered Services outside the BlueCard service area, they must submit a claim to obtain reimbursement. For institutional and professional claims, Participants should complete a Blue Cross Blue Shield Global Core claim form and send the claim form with the provider's itemized bill(s) to the Blue Cross Blue Shield Global Core service center address on the form to initiate claims processing. The claim form is available from QCC, the Blue Cross Blue Shield Global Core service center, or online at www.bcbsglobalcore.com. If Participants need assistance with their claim submissions, they should call the Blue Cross Blue Shield Global Core service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

2. Blue Cross Blue Shield Global Core-Related Fees

The Plan/Plan Sponsor understands and agrees to reimburse QCC for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to the Plan/Plan Sponsor under the Blue Cross Blue Shield Global Core are set forth in Exhibit X. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in section I.H below.

H. Modifications or Changes to Inter-Plan Arrangement Fees or Compensation

Modifications or changes to Inter-Plan Arrangement fees are generally made effective Jan. 1 of the calendar year, but they may occur at any time during the year. In the case of any increase, QCC shall provide the Plan/Plan Sponsor with at least thirty (30) days' advance written notice of any increase to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and the Plan/Plan Sponsor's right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change. If the Plan/Plan Sponsor fails to respond to the notice and does not terminate this Agreement during the notice period, the Plan/Plan Sponsor will be deemed to have approved the proposed changes, and QCC will then allow such modifications to become part of this Agreement.

I. Exhibit X

Only the BlueCard Program Access Fee and the BlueCard Program Administrative Expense Allowance (AEA) fee may be charged separately each time a claim is processed through the BlueCard Program. All other BlueCard Program-related fees are included in the Administrative Charges.

The Access Fee is charged by the Host Blue to QCC for making the applicable Host Blue's provider network available to the Plan/Plan Sponsor's Participants. The Access Fee will not apply if the provider does not participate in the applicable Host Blue's network. The Access Fee is charged on a per-claim basis and is charged as a percentage of the discount/differential QCC receives from the applicable Host Blue subject to a maximum of $2,000 per claim. When charged, QCC passes the

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Access Fee directly on to the Plan/Plan Sponsor.

BlueCard Program Access Fees: A BlueCard Program Access Fee may be charged only if the Host Blue's arrangement with its healthcare provider prohibits billing Participants for amounts in excess of the negotiated payment. However, a healthcare provider may bill Participants for non-covered healthcare services and for cost sharing (for example, deductibles, copayments and/or coinsurance) related to a particular claim.

The AEA Fee is a fixed per-claim dollar amount charged by the Host Blue to QCC for administrative services that the Host Blue provides in processing claims for the Plan/Plan Sponsor's Participants. The dollar amount is normally based on the type of claim (e.g. institutional, professional, international, etc.) and can also be based on the size of your group enrollment. When charged, QCC passes the AEA Fee directly on to the Plan/Plan Sponsor.

See the Fee Listing section of this Exhibit for the BlueCard Program Access Fee and AEA Fee and for QCC's General Administrative Fee. The General Administrative Fee includes all other fees relative to the BlueCard Program. These fees include the Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee and Blue Cross Blue Shield Global Core Fees, if applicable.

A General Administrative Fee encompasses fees QCC charges to the Plan/Plan Sponsor for administering the Plan/Plan Sponsor's benefit plan. They may include both local and Inter-Plan fees. For purposes of this agreement, they include the following BlueCard Program-related fees other than the BlueCard Program Access Fee and AEA Fee: namely, Central Financial Agency Fee, ITS Transaction Fee, and Blue Cross Blue Shield Global Core Fees, if applicable.

Exhibit X

Tredyffrin Easttown School District

Inter-Plan Arrangements Fees:	***Non-Consortium Claims Only***
BlueCard Program Fees Access Fees: 2026 2027 2028 Administrative Expense Allowances (AEAs):	 3.21% of network savings, capped at $2,000.00 per claim. 3.11% of network savings, capped at $2,000.00 per claim. TBA $5.00 per claim professional and $11.00 per claim institutional
Nonparticipating Provider Claims Processing Fee:	$3.00 per claim for out-of-network claims

*Modifications or changes to Inter-Plan Arrangement Fees are generally made effective January 1 of the calendar year, but they may occur at any time during the year. Refer to Section I.H. for details. Plan will receive notification of any increase in fees.

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EXHIBIT C

To Administrative Services Agreement (PPO)
(If Applicable)

CONSORTIUM HEALTH PLANS

Effective January 1, 2011, the Claims Administrator is a member of the Consortium Health Plans, Inc. ("the Consortium" or "Consortium Health Plans") which currently includes the Blue Cross and/or Blue Shield Plans listed below. Arrangements among member plans of Consortium Health Plans may, at times, provide a lower network access fee than the BlueCard Access Fee when the Participant receives Covered Services from providers located outside of the Claims Administrator's five county Southeastern Pennsylvania service area. If applicable, the Consortium Access Fee would replace the BlueCard Access Fee.

The Claims Administrator will periodically review and determine the applicable network access fee (i.e. BlueCard or Consortium) for the Consortium service areas. The Consortium Access Fee is based on the number of Participants enrolled in the Plan/Plan Sponsor and the Plan/Plan Sponsor's claim utilization. The BlueCard Access Fee is described in the Agreement. The Claims Administrator will review and compare the Consortium Access Fee and the BlueCard Access Fee to determine which network access fee applies to the Plan/Plan Sponsor. The Claims Administrator's determination of which of the BlueCard Access Fee or the Consortium Access Fee is applicable is subject to change.

The BlueCard Access Fee will apply in service areas where the local Blue Cross Blue Shield Plan does not participate in the Consortium. The BlueCard Access Fee will also apply in service areas when a limited number of Participants for the Plan/Plan Sponsor reside in the Consortium service area in which the Participant receives Covered Services. Because local Blue Cross Blue Shield Plans do not participate in the Consortium or because the Plan/Plan Sponsor has a limited number of Participants who reside in a Consortium service area, the Claims Administrator may include a BlueCard Access Fee for claims for Covered Services for some of the Plan/Plan Sponsor's Participants and include a Consortium Access Fee for claims for Covered Services for other Participants in the Plan/Plan Sponsor.

Subject to the terms and conditions under which Blue Cross and/or Blue Shield licensees join the Consortium Health Plans®, access fees described in this Agreement will not be applied when Participants receive services from providers located within a Consortium Health Plan's service area. However, access fees will apply in Consortium Health Plan service areas where no Participants reside. A determination of the Consortium Health Plan service areas that will not apply access fees to services rendered to Participants will be made on the basis of Plan/Plan Sponsor enrollment on the effective date of this Agreement and each anniversary of the Agreement effective date thereafter. Access fees will be applied on the basis of where the service was incurred, not where the Participant resides.

Depending upon the particular arrangement with another Consortium Health Plan member, transfer pricing fees will either be (i) charged each time a paid claim is processed through the BlueCard Program and included in the cost of paid claims, or (ii) charged as Access Fees as set forth in Exhibit A to this Agreement.

The Consortium Health Plans Transfer Pricing fees will replace the access and administrative expense allowance fees described in the BlueCard Program provisions of this Agreement.

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Below is the list of current members of Consortium Health Plans, Inc. This list is subject to change without advance notice.

CONSORTIUM HEALTH PLANS

Anthem National Accounts
Arkansas Blue Cross Blue Shield
Blue Cross Blue Shield of Alabama
Blue Cross Blue Shield of Massachusetts
Blue Cross Blue Shield of Michigan
Blue Cross Blue Shield of Minnesota
Blue Cross Blue Shield of North Carolina
Blue Cross Blue Shield of Rhode Island
Blue Cross of Idaho
Blue Shield of California
Cambia Health Solutions
Capital Blue Cross
CareFirst Blue Cross Blue Shield
Florida Blue
Health Care Service Corporation
Highmark
Highmark Blue Cross Blue Shield West Virginia
Horizon Blue Cross Blue Shield of New Jersey
Independence Blue Cross
Premera
Wellmark

The above member plans are located in the following states:

Alabama
Alaska
Arkansas
California
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Idaho
Indiana
Illinois
Iowa
Kentucky
Maine
Maryland
Massachusetts
Michigan
Minnesota
Missouri *(St. Louis area)*
Nevada
New Hampshire
New Jersey
New Mexico
New York
(Empire/NY City service area)
North Carolina
Ohio
Oklahoma
Oregon
Pennsylvania
(Western, Central and Southeastern PA for Facilities and Statewide for Physicians)
Rhode Island
South Dakota
Texas
Utah
Virginia
Washington
West Virginia
Wisconsin

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EXHIBIT D

To Administrative Services Agreement (PPO)

HIPAA Business Associate Agreement

[Attached]

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EXHIBIT D

To Administrative Services Agreement

HIPAA Business Associate Agreement

This Business Associate Agreement ("Agreement") is effective as of **July 1, 2023** by and between **Tredyffrin Easttown School District** (referred to as "Plan Sponsor"), on its own behalf and on behalf of the group health plan it sponsors for employees or other covered persons ("the Plan") and QCC Insurance Company and/or Keystone Health Plan East, Inc., as applicable (collectively referred to as "Claims Administrator").

In Claims Administrator's administration of the self-funded benefit program(s) on behalf of the Plan and in order for Claims Administrator to use, disclose, receive or create certain information pursuant to the terms of the self-funded benefit program, some of which may constitute Protected Health Information ("PHI") (defined below), Claims Administrator is a Business Associate of the Plan as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as modified by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"). Specifically, the HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. The HIPAA Privacy Rule is the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E. The HIPAA Security Rule is the HIPAA Security Standards at 45 CFR Parts 160, 162 and 164. The HIPAA Breach Notification Rule is the Notification in the Case of Breach of Unsecured Protected Health Information as set forth at 45 CFR Part 164, Subpart D. Accordingly, Claims Administrator agrees to comply with the applicable requirements of the HIPAA Rules.

To the extent that any provision(s) of any other contract or agreement conflict(s) with provision(s) contained in this Agreement, the provision(s) in this Agreement shall control with respect to the use and disclosure of PHI and Electronic PHI.

For good and valuable consideration, the parties hereto agree as follows:

I. DEFINITIONS

1.1 **"**Designated Record Set" shall mean:

A group of records maintained by or for a covered entity that is:

(i) The medical records and billing records about individuals maintained by or for a covered health care provider;

(ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

Used, in whole or in part, by or for the covered entity to make decisions about individuals.

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1.2 "Electronic PHI" shall mean PHI that is transmitted or maintained in any electronic media, as this term is defined in 45 C.F.R. § 160.103.

1.3 "Plan Document" shall mean Plan Document as defined by ERISA.

1.4 "Protected Health Information (PHI)" shall mean information created or received by a health care provider, health plan, employer or health care clearinghouse, that: (i) relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to the individual, or the past, present or future payment for provision of health care to the individual; (ii) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium.

1.5 "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

1.6 "Standard Transaction(s)" shall mean a transaction that complies with the standards set forth at 45 C.F.R. parts 160 and 162.

1.7 "Subscriber" means a participant or a participant's legal spouse and/or dependent children as specified in the Benefit Program.

1.8 "Summary Health Information" means information, which may be PHI, (1) that summarizes the claims history, claims expenses, or types of claims experienced by Subscribers for whom a Plan Sponsor has provided health care benefits under the Plan, and (2) from which the identifiers specified in 45 C.F.R. § 164.514(b)(2)(i) have been deleted (except that the zip code information described in 45 C.F.R. § 164.514(b)(2)(i)(B) may be aggregated to the level of a five (5) digit zip code).

1.9 All other terms used in this Agreement shall have the meanings set forth in the applicable definitions under the HIPAA that are applicable to Business Associates. In addition, the use of the term "PHI" in this Agreement shall mean both Electronic PHI and non-electronic PHI, unless another meaning is clearly specified.

II. PRIVACY OF PHI

2.1 Permitted Uses and Disclosures.

A. Claims Administrator will administer a self-funded program of health care benefits for the Plan as set forth in the Administrative Service Agreement(s) ("ASA") between the parties. These services include Payment activities, Health Care Operations, and Data Aggregation as these terms are defined in 45 C.F.R. § 164.501 and consistent with the HIPAA Privacy Rule. In connection with the services to be performed pursuant to the ASA, Claims Administrator is authorized to use or disclose PHI it creates or receives for or from the Plan or to request PHI on the Plan's behalf as follows:

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1. Functions and Activities by Claims Administrator on the Plan's Behalf. Unless otherwise limited in this Agreement, Claims Administrator may create, receive, use and/or disclose PHI to the Plan and/or to perform functions, activities, or services for, or on behalf of, the Plan as set forth under the ASA. At the Plan's written direction, Claims Administrator may create and disclose PHI to Business Associates of the Plan, including, but not limited to: (a) Stop-Loss Carriers/MGUs in order for the Stop-Loss Carriers/MGUs to quote rates and/or process and administer stop-loss claims on behalf of the Plan; (b) Auditors in order to audit claims on behalf of the Plan; (c) Brokers or Consultants in order for the Brokers or Consultants to conduct trend analysis, benefit planning, utilization review and/or other healthcare operation functions on behalf of the Plan; (d) Disease Management Vendors (DMVs) in order for the DMVs to create and administer disease or care management programs on behalf of the Plan; and/or (e) Pharmacy Benefit Management companies ("PBM") in order for the PBM to administer prescription drug programs for the Plan.

Claims Administrator's disclosure of PHI to Business Associates of the Plan, as permitted by this Agreement, shall be subject to Claims Administrator's policies (such as requiring the Plan's Business Associates to sign a Confidentiality Agreement for such disclosure). Claims Administrator agrees to disclose the minimum necessary PHI to the Plan and/or to the Plan's Business Associates as determined by and instructed by the Plan, which is the Covered Entity.

2. Use for Claims Administrator's Operations. Claims Administrator may use PHI it creates or receives for or from the Plan for Claims Administrator's proper management and administration or to carry out Claims Administrator's legal responsibilities in connection with services to be provided under the ASA.

3. Disclosures for Claims Administrator's Operations. Claims Administrator may disclose PHI it creates or receives for Claims Administrator's proper management and administration or to carry out Claims Administrator's legal responsibilities, but only if the following conditions are met:

a. The disclosure is Required by Law; or

b. Claims Administrator obtains assurances**,** evidenced by written contract, from any person or organization to which Claims Administrator will disclose such PHI that the person or organization will:

(i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Claims Administrator disclosed it to the person or organization or as Required by Law; and

(ii) Promptly notify Claims Administrator (who will in turn promptly notify the Plan) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

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4. Minimum Necessary Standard and Creation of Limited Data Set. Claims Administrator's use, disclosure or request of PHI with regard to Claims Administrator's functions and services performed under the ASA shall utilize a Limited Data Set, if practicable. Otherwise, in performing the functions and services in connection with the ASA, Claims Administrator agrees to make reasonable efforts to use, disclose or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure or request.

2.2 Prohibition on Unauthorized Use or Disclosure

A. Non-permitted Use and Disclosure of PHI. Claims Administrator will neither use nor disclose PHI it creates or receives for or from the Plan or from another Business Associate of the Plan, except as permitted or required by this Agreement, as required by law, as otherwise permitted or required in writing by the Plan, or as authorized by a Subscriber.

B. Disclosure to the Plan and the Plan's Business Associates. Other than disclosures permitted under this Agreement, Claims Administrator will not disclose Subscribers' PHI to the Plan or to a Business Associate of the Plan except as directed by the Plan in writing.

C. No Disclosure to Plan Sponsor. Claims Administrator will not disclose any Subscribers' PHI to Plan Sponsor, except as permitted by and in accordance with this Agreement and/or the Plan Document.

2.3 Information and Security Standards. Claims Administrator will develop, document, implement, maintain and use appropriate administrative, technical and physical safeguards to preserve the integrity and confidentiality of, and to prevent non-permitted use or disclosure of, PHI created or received for or from the Plan.

A. Claims Administrator agrees that with respect to Electronic PHI, these safeguards, at a minimum, shall meet the requirements of the HIPAA Security Standards applicable to Claims Administrator.

B. More specifically, to comply with the HIPAA Security Standards for Electronic PHI, Claims Administrator agrees that it shall:

(i) Implement administrative, physical, and technical safeguards consistent with (and as required by) the Security Standards that protect the confidentiality, integrity, and availability of Electronic PHI that Claims Administrator creates, receives, maintains, or transmits on behalf of Plan. Claims Administrator shall document and keep these safeguards current, comply with the provisions of Section 2.3.C below with respect to such safeguards, and shall develop and implement policies and procedures that meet the Security Rule documentation requirements;

(ii) As also provided for in Section 2.5 below, ensure that any agent, including a subcontractor, to whom it provides such Electronic PHI, agrees to implement safeguards to protect it;

(iii) Report to Plan Security Incidents of which Claims Administrator becomes aware that result in: (a) unauthorized access, use, disclosure, modification, or destruction

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of the Plan's Electronic PHI, or (b) interference with Claims Administrator's system operations in Claims Administrator's information systems in a manner that may affect Plan's Electronic PHI (hereinafter referred to as "Successful Security Incidents"), Claims Administrator shall report to the Plan as specified in Section 4.1.A.);

(iv) For any other Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of Electronic PHI (including, for purposes of example and not for purposes of limitation, pings on Claims Administrator's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses) (hereinafter "Unsuccessful Security Incidents"), Claims Administrator shall aggregate the data and, upon the Plan's written request, report to the Plan in accordance with the reporting requirements identified in Section 4.1.B.); and

(v) Consistent with Section 2.4 below, take all steps to mitigate, to the extent practicable, any harmful effect that is known to Claims Administrator resulting from a Security Incident, including any reasonable steps recommended by the Plan. These safeguards shall extend to transmission, processing, and storage of PHI. Transmission of PHI shall include transportation of storage media, such as magnetic tape, disks, or compact disk media, from one location to another; and

(vi) Permit termination of the Agreement if the Plan determines that Claims Administrator has violated a material term of this Agreement with respect to Claims Administrator's security obligations.

C. Upon Plan's request, Claims Administrator will provide the Plan with access to and copies of documentation regarding Claims Administrator's safeguards for both Electronic PHI and non-electronic PHI**.** These safeguards shall extend to transmission, processing and storage of all forms of PHI. Transmission of PHI (regardless of form) shall include transportation of storage media, such as magnetic tape, disks or compact disk media, from one location to another.

2.4 **Duty to Mitigate.** Claims Administrator and the Plan agree to mitigate, to the extent practicable, any harmful effect that is known to either party resulting from a use or disclosure of PHI (regardless of form) by the other party in violation of the requirements of this Agreement and/or the ASA. More specifically, if Claims Administrator or the Plan, in its sole discretion, determines that the other party has engaged in an activity or practice that constitutes a material breach or violation of the other party's obligations under this Agreement and/or the ASA, Claims Administrator or the Plan (as applicable) shall take steps to cure the material breach or end the violation, as applicable. If Claims Administrator or the Plan (as applicable) determines that such steps are unsuccessful, Claims Administrator or the Plan (as applicable) may terminate this Agreement in accordance with the termination provisions of this Agreement, if feasible; or if termination is not feasible, report the problem to the DHHS.

2.5 **Sub-Contractors and Agents.** Claims Administrator will require all of its subcontractors or agents to which Claims Administrator is permitted by this Agreement (or is otherwise permitted with the Plan's prior written approval) to disclose PHI created or received in connection with the ASA to provide assurances in writing that subcontractor or agent will

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comply with the same privacy and security obligations with respect to PHI that apply to Claims Administrator (using contract language essentially similar to the language used by Claims Administrator in connection with its own Business Associates) under this Agreement with respect to such PHI. Also, subcontractor or agent will require assurances in writing that its downstream subcontractors will comply with the same privacy and security obligations that apply to Claims Administrator under this Agreement with respect to PHI that the downstream subcontractor receives, maintain, uses and/or discloses.

2.6 **Data Aggregation Services**. The Plan agrees and recognizes that Claims Administrator performs Data Aggregation services for the Plan, as defined by the HIPAA Privacy Rule. In the course of performing normal and customary services, this data aggregation is an essential part of Claims Administrator's work on behalf of the Plan under the ASA. Accordingly, Claims Administrator can perform these data aggregation services in its own discretion, subject to any limitations imposed by this Agreement. The term "Data Aggregation" is defined under the HIPAA Privacy Rule to mean, with respect to PHI created or received by a Business Associate in its capacity as the Business Associate of a Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.

III. COMPLIANCE WITH STANDARD TRANSACTIONS

3.1 **Conducting Standard Transactions**. In the course of performing services for the Plan pursuant to the ASA, Claims Administrator will conduct Standard Transactions for or on behalf of the Plan. Claims Administrator will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Part 162. Further, Claims Administrator will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of the Plan that:

1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;

2. Adds any data element or segment to the maximum defined data set;

3. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or

4. Changes the meaning or intent of the Standard Transaction's implementation specification.

3.2 **Specific Communications**. Claims Administrator, Plan Sponsor and the Plan recognize and agree that communications between the parties that are required to meet the Standards for Electronic Transactions will meet the Standards set by that Regulation. Communications between Plan Sponsor and Claims Administrator, or between Plan Sponsor and the Plan, do not need to comply with the Standards for Electronic

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Transactions. Accordingly, unless agreed otherwise by the Parties in writing, all communications (if any) for purposes of "enrollment" as that term is defined in 45 C.F.R. Part 162, Subpart O and "Health Plan Premium Payment Data," as that term is defined in 45 C.F.R. Part 162, Subpart Q, shall be conducted between the Plan Sponsor and either Claims Administrator or the Plan. For all such communications (and any other communications between Plan Sponsor and Claims Administrator), Plan Sponsor shall use such forms, tape formats or electronic formats as Claims Administrator may approve. Plan Sponsor will include all information reasonably required by Claims Administrator to affect such data exchanges or notifications.

3.3 **Communications Between Claims Administrator and the Plan**. All communications between Claims Administrator and the Plan that are required to meet the Standards for Electronic Transactions shall do so. For any other communications between Claims Administrator and the Plan, the Plan shall use such forms, tape formats or electronic formats as Claims Administrator may approve. The Plan will include all information reasonably required by Claims Administrator to effect such data exchanges or notifications.

IV. BREACH OF PRIVACY OR SECURITY OBLIGATIONS

4.1 Reporting

Claims Administrator will notify the Plan, following discovery and without unreasonable delay, but in no event later than ten (10) business days following the determination that any "Breach" of "Unsecured Protected Health Information" or "Successful Security Incidents" as these terms are defined by the Breach Notification Rule and any other security breach notification laws affected individuals covered under the group health plan. Claims Administrator shall cooperate with the Plan in investigating the Breach and in meeting the Plan's obligations under the Breach Notification Rule and any other security breach notification laws.

A. For Successful Security Incidents and Breaches of Unsecured Protected Health Information, Claims Administrator, in good faith and without unreasonable delay, and in no event later than thirty (30) days after Claims Administrator learns of such non-permitted access, use or disclosure, will provide to the Plan a report which contains the following information to the extent that such information has been obtained by Claims Administrator:

(i) Identity (if known) of each individual covered under the group health plan whose Unsecured Protected Health Information has been, or is reasonably believed by Claims Administrator to have been accessed, acquired, or disclosed during such Breach, along with any other information required to be reported under the HITECH Act and regulations;

(ii) A description of the non-permitted access, use or disclosure including the date of the incident and the date of discovery;

(iii) A description of the PHI accessed, used or disclosed (full name/DOB);

(iv) Identity (if known) who made the non-permitted access, use or received the non-permitted disclosure;

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(v) A statement of the corrective action Claims Administrator took or will take to prevent further non-permitted accesses, uses or disclosures;

(vi) A description of what Claims Administrator did or will do to mitigate any deleterious effect of the non-permitted access, use or disclosure; and

(vii) Such other information as the Plan may reasonably request.

Any information not provided by Claims Administrator to the Plan above will, without unreasonable delay, be provided by Claims Administrator to the Plan within ten (10) days of the date of Claims Administrator's thirty (30) day report to the Plan.

B. For Unsuccessful Security Incidents, Claims Administrator shall provide to Plan, upon its written request but not more than one time per year, a report that: identifies any categories of Unsuccessful Security Incidents as described in Section 2.3 B.(iii); indicates whether Claims Administrator believes its current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and if the security measures are not adequate, the measures Claims Administrator will implement to address the security inadequacies.

C. For any other unauthorized access, use or disclosure of PHI such as unauthorized disclosures to providers, to Claims Administrator's business associates or to another Blue Plan, where it is demonstrated by a risk assessment conducted by Claims Administrator, that there is a low probability that the disclosure of the members' Protected Health Information has been compromised, Claims Administrator will not provide notice and/or a report to the Plan.

4.2 Termination for Breach

A. Subject to Section 2.4 (Duty to Mitigate), the Plan and Claims Administrator each will have the right to terminate the ASA if the other party has engaged in a pattern of activity or practice that constitutes a material breach or violation of Claims Administrator's or the Plan's respective obligations regarding PHI under this Agreement and, on notice of such material breach or violation from the Plan or Claims Administrator, fails to take reasonable steps to cure the material breach or end the violation.

B. If Claims Administrator or the Plan fail to cure the material breach or end the violation after the other party's notice, the Plan or Claims Administrator (as applicable) may terminate the ASA by providing Claims Administrator or the Plan written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective 60 days from this termination notice.

C. Continuing Privacy and Security Obligations. Claims Administrator's and the Plan's obligation to protect the privacy and security of the PHI it created, received, maintained or transmitted in connection with services to be provided under the Agreement will be continuous and survive termination, cancellation, expiration or other conclusion of the Agreement. Claims Administrator's other obligations and rights, and the Plan's

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obligations and rights upon termination, cancellation, expiration or other conclusion of this Agreement, are those set forth in this Agreement.

4.3 Disposition of PHI

A. Return or Destruction Upon End of Self-Funded Program

Except as required by applicable law/regulation, upon cancellation, termination, expiration or other conclusion of the ASA, Claims Administrator will if feasible return to the Plan or destroy all PHI, in whatever form or medium (including in any electronic medium under Claims Administrator's custody or control), that Claims Administrator created or received for or from the Plan, including all copies of such PHI that allow identification of any Subscriber who is a subject of the PHI. Claims Administrator will complete such return or destruction as promptly as practical, but not later than 60 days after the effective date of the cancellation, termination, expiration or other conclusion of the ASA.

Claims Administrator may charge Plan Sponsor for Claims Administrator's reasonable cost incurred in returning or destroying such PHI.

B. Disposition When Return or Destruction Not Feasible

The Plan recognizes that in many situations, particularly those involving data aggregation services performed by Claims Administrator for the Plan and others, that it will be infeasible for Claims Administrator to return or destroy PHI. Accordingly, where in Claims Administrator's discretion such return or destruction is infeasible, for any such PHI, upon cancellation, termination, expiration or other conclusion of the ASA, Claims Administrator will limit its further use or disclosure of the PHI to those purposes that make their return to the Plan or destruction infeasible.

4.4 Hold Harmless

A. The Plan and the Plan Sponsor, jointly and severally, will hold harmless and release Claims Administrator and any Claims Administrator affiliates, subcontractors, officers, directors, employees or agents from and against any claims, causes of action, liabilities, damages, fines, penalties, costs or expenses, including reasonable attorneys' fees and court or proceeding costs, incurred by Claims Administrator which arise out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by the Plan, Plan Sponsor or any subcontractor, business associate, agent, broker/consultant, auditor, or person or entity under their control, or Claims Administrator following the direction/instruction of the Plan/Plan Sponsor to disclose PHI to the Plan and/or any third party or person.

Claims Administrator will hold harmless and release the Plan and Plan Sponsor and their affiliates, subcontractors, officers, directors, employees or agents from and against any claims, causes of action, liabilities, damages, fines, penalties, costs or expenses, including reasonable attorneys' fees and court or proceeding costs, incurred by the Plan/Plan Sponsor which arise out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by Claims Administrator or any subcontractor, agent, or person or entity under their control.

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B. If Claims Administrator is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by the Plan or Plan Sponsor or any subcontractor, agent, broker/consultant, auditor, or person or entity under their control, Claims Administrator will have the option at any time either: (i) to tender its defense to the Plan and the Plan Sponsor, in which case the Plan and the Plan Sponsor will provide qualified attorneys and other appropriate professionals to represent Claims Administrator's interests at the Plan and Plan Sponsor's expense, or (ii) undertake its own defense, choosing the attorneys and other appropriate professionals to represent its interests, in which case the Plan and the Plan Sponsor will be responsible for and pay the reasonable fees and expenses of such attorneys and other professionals.

If the Plan and/or Plan Sponsor is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by Claims Administrator or any subcontractor, business associate, agent, or person or entity under their control, the Plan/Plan Sponsor will have the option at any time either: (i) to tender its defense to Claims Administrator, in which case Claims Administrator will provide qualified attorneys and other appropriate professionals to represent the Plan and Plan Sponsor's interests at Claims Administrator's expense, or (ii) undertake its own defense, choosing the attorneys and other appropriate professionals to represent its interests, in which case Claims Administrator will be responsible for and pay the reasonable fees and expenses of such attorneys and other professionals.

C. Claims Administrator will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that Claims Administrator may have tendered its defense to the Plan and Plan Sponsor. Any such resolution will not relieve the Plan and Plan Sponsor of their obligation to hold harmless Claims Administrator under this Agreement.

The Plan and Plan Sponsor will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that the Plan and Plan Sponsor may have tendered its defense to Claims Administrator. Any such resolution will not relieve Claims Administrator of their obligation to hold harmless the Plan/Plan Sponsor under this Agreement.

V. INDIVIDUAL RIGHTS OBLIGATIONS

5.1 **Access**. Claims Administrator and the Plan agree that, wherever feasible, Claims Administrator will provide access to PHI as required by 45 C.F.R. § 164.524 on the Plan's behalf. Claims Administrator will provide such access according to its own procedures for such access. Claims Administrator represents that its procedures for such access comply with the requirements of 45 C.F.R. § 164.524. Accordingly, upon the Plan's written or electronic request or the direct request of a Subscriber or the Subscriber's Personal Representative, Claims Administrator will make available for inspection and obtaining copies by the Plan, or at the Plan's direction by the Subscriber (or the Subscriber's Personal Representative), any PHI about the Subscriber created or received for or from the Plan in

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Claims Administrator's custody or control contained in a Designated Record Set, so that the Plan may meet its access obligations under 45 C.F.R. § 164.524. Claims Administrator will make such information available in an electronic format where directed by the Plan and where required by the Privacy Rule. All fees related to this access, as determined by Claims Administrator, shall be borne by Subscriber seeking access to PHI.

5.2 **Amendment**. Claims Administrator and the Plan agree that, wherever feasible, Claims Administrator will amend PHI as required by 45 C.F.R. § 164.526 on the Plan's behalf. Claims Administrator will amend such PHI according to its own procedures for such amendment. Claims Administrator represents that its procedures for such amendment comply with the requirements of 45 C.F.R. § 164.526. Accordingly, upon the Plan's written or electronic request or the direct request of a Covered Person or the Subscriber's Personal Representative, Claims Administrator will amend such PHI contained in a Designated Record Set, in accordance with the requirements of 45 C.F.R. § 164.526. Upon receipt of written or electronic notice from the Plan, Claims Administrator will amend or permit the Plan access to amend any portion of the PHI created or received for or from the Plan in Claims Administrator's custody or control, so that the Plan may meet its amendment obligations under 45 C.F.R.§164.526.

5.3 **Disclosure Accounting**. So that the Plan may meet its disclosure accounting obligations under 45 C.F.R. § 164.528, Claims Administrator and the Plan agree that Claims Administrator will provide the accounting that is required under 45 C.F.R. § 164.528 on the Plan's behalf. Claims Administrator will provide such accounting according to its own procedures for such accounting. Claims Administrator represents that its procedures for such accounting comply with the requirements of 45 C.F.R. § 164.528. Accordingly, upon the Plan's written or electronic request or the direct request of a Subscriber or the Subscriber's Personal Representative, Claims Administrator will provide an accounting as set forth below.

A. Disclosure Tracking

As of the effective date of this Agreement, Claims Administrator will record each disclosure of Subscribers' PHI, which is not excepted from disclosure accounting, that Claims Administrator makes to the Plan or to a third party.

The information about each disclosure that Claims Administrator must record ("Disclosure Information") is (a) the disclosure date, (b) the name and (if known) address of the person or entity to whom Claims Administrator made the disclosure, (c) a brief description of the PHI disclosed, and (d) a brief statement of the purpose of the disclosure.

B. Exceptions from Disclosure Tracking

Claims Administrator is not required to record disclosure information or otherwise account for disclosures of PHI that this Addendum or the Plan in writing permits or requires: (i) for the purpose of the Plan's payment activities or health care operations, (except where such reporting or accounting is required by applicable law; (ii) to the individual who is the subject of the PHI disclosed, or to that individual's personal representative; (iii) to persons

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involved in that individual's health care or payment for health care; (iv) for notification for disaster relief purposes; (v) for national security or intelligence purposes; (vi) to law enforcement officials or correctional institutions regarding inmates; (vii) pursuant to an authorization; (viii) for disclosures of certain PHI made as part of a limited data set; (ix) for certain incidental disclosures that may occur where reasonable safeguards have been implemented; and (x) for disclosures prior to the effective date of this Agreement.

C. Disclosure Tracking Time Periods

Unless otherwise provided by the applicable law, Claims Administrator will have available for the Plan or for Subscribers the Disclosure Information required for the six (6) years immediately preceding the date of the Plan's request for the Disclosure Information (except Claims Administrator will not be required to have Disclosure Information for disclosures occurring prior to the effective date of this Agreement).

5.4 Right to Request Restrictions and Confidential Communications

So that the Plan may meet its obligations to evaluate requests for restrictions and confidential communications in connection with the disclosure of PHI under 45 C.F.R. § 164.522, Claims Administrator and the Plan agree that, wherever feasible, Claims Administrator will perform these evaluations on behalf of the Plan. Claims Administrator will evaluate such requests according to its own procedures for such requests, and shall implement such appropriate operational steps as are required by its own procedures. Claims Administrator represents that its procedures for evaluating such requests comply with the requirements of 45 C.F.R. § 164.522. Accordingly, upon the Plan's written or electronic request or the direct request of a Subscriber or the Subscriber's Personal Representative, Claims Administrator will evaluate requests for restrictions and requests for confidential communications, and will respond to these requests as appropriate under Claims Administrator's procedures.

VI. THE PLAN'S NOTICE OF PRIVACY PRACTICES

6.1 Preparation of the Plan's Notices of Privacy Practices

The Plan shall be responsible for preparation of its Notice of Privacy Practices. To facilitate this preparation, Claims Administrator may provide to the Plan a sample template that the Plan may use as the basis for its own Notice. If provided, the Plan shall modify this template to reflect specific aspects of the Plan. The Plan will be solely responsible for review and approval of the content of the Notices of Privacy Practice, including that their content accurately reflects the Plan's privacy policies, procedures and practices and complies with all the requirements of 45 C.F.R. § 164.520.

6.2 Claims Administrator Review of the Plan's Notice

Claims Administrator shall have the right, but not the obligation, to review the Notice of Privacy Practices prepared by the Plan. If Claims Administrator identifies for the Plan aspects of the Plan's Notice that are inconsistent with Claims Administrator's Notice of Privacy Practices, Claims Administrator is not obligated to follow the Plan's Notice, so long as Claims Administrator's Notice complies with the Privacy Rule. The Plan will

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cooperate with Claims Administrator in preparing a Notice that is consistent with Claims Administrator's Notice.

6.3 Amendment of the Plan's Notice of Privacy Practices

The Plan and Plan Sponsor will notify Claims Administrator of any material change in the Plan's privacy policies, procedures or practices, including any material change in any plan administration function that Plan Sponsor may undertake, so that Claims Administrator can revise its administration of the Plan's Notices of Privacy Practices to conform to such material change (unless Claims Administrator identifies inconsistent practices pursuant to the above paragraph). Neither the Plan nor Plan Sponsor will institute such material change before the effective date of the Plan's revised Notices of Privacy Practices.

6.4 Distribution of the Plan's Notice of Privacy Practices

Claims Administrator will distribute its Notice of Privacy Practices to each Subscriber enrolled in the Plan. The Plan shall bear full responsibility for distributing its own Notice as required by the Privacy Rule.

Claims Administrator may distribute its Notice of Privacy Practices by electronic mail to Subscribers who have agreed to receive electronic notification and have not revoked that agreement. If Claims Administrator maintains a web site that provides information about customer service or benefits for the Plan's Subscribers, Claims Administrator will prominently post and make available electronically its Notice of Privacy Practices on that web site.

6.5 Obligations of the Plan and Plan Sponsor

The Plan and Plan Sponsor will be responsible for providing Claims Administrator accurate and timely data on each Subscriber as needed by Claims Administrator to distribute its Notice of Privacy Practices, reminder notices and any revised Notices of Privacy Practices.

VII. INSPECTION OF BOOKS AND RECORDS

7.1 Claims Administrator will make its internal practices, books, and records relating to its use and disclosure of PHI created or received for or from the Plan available to the Plan and to the U.S. Department of Health and Human Services to determine compliance with 45 C.F.R. §§ 160-64 and/or this Agreement.

VIII. PLAN SPONSOR'S PERFORMANCE OF PLAN ADMINISTRATION FUNCTIONS

8.1 Communication of PHI. Except as specifically agreed to by Claims Administrator, the Plan and Plan Sponsor and in compliance with any requirements imposed by this Section VIII, all disclosures of PHI from Claims Administrator pursuant to the ASA shall be made to the Plan, except for disclosures related to enrollment or disenrollment in the Plan which shall be made to the designated contact at the Plan Sponsor.

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8.2 **Summary Health Information.** Upon Plan Sponsor's written request for the purpose to obtain premium bids for providing health insurance coverage for the Plan, or to modify, amend or terminate the Plan, Claims Administrator is authorized to provide Summary Health Information regarding the Subscribers in the Plan to Plan Sponsor.

8.3 **Plan Sponsor Representation.** Plan Sponsor represents and warrants: (i) the Plan is an employee welfare benefit plan that has been established and is maintained pursuant to its Plan Document in compliance with ERISA or applicable law; and (ii) the Plan's Plan Document provides for the allocation and delegation of responsibilities for the Plan, including the responsibilities assigned to Claims Administrator under the ASA.

8.4 **Plan Sponsor's Certification.** Claims Administrator will not disclose Covered Persons' PHI to Plan Sponsor, unless and until (i) Plan Sponsor furnishes Claims Administrator through the Plan certification that Plan Sponsor has amended the Plan's Plan Document (as defined by ERISA) to incorporate the provisions required by 45 C.F.R. § 164.504(f)(2), and agrees to comply with the Plan's Plan Document as amended; and (ii) the Plan authorizes Claims Administrator in writing to disclose the minimum necessary Subscribers' PHI to Plan Sponsor for the plan administration functions to be performed by Plan Sponsor as specified in the amendment to the Plan's Plan Document.

Claims Administrator may rely on Plan Sponsor's certification and the Plan's written authorization, and will have no obligation to verify (i) that the Plan's Plan Document have been amended to comply with the requirements of 45 C.F.R. § 164.504(f)(2) or this Agreement or (ii) that Plan Sponsor is complying with the Plan's Plan Document as amended.

8.5 **The Plan's Plan Document Amendment**. Before the Plan will furnish Plan Sponsor's certification described above to Claims Administrator, the Plan will ensure (i) that its Plan Document is amended to establish the uses and disclosures of Subscribers' PHI consistent with the requirements of 45 C.F.R. Part 164 that Plan Sponsor will be permitted and required to make for the plan administration functions Plan Sponsor will perform for the Plan, and (ii) that Plan Sponsor agrees to all the conditions imposed by §164.504(f)(2) on the use or disclosure of PHI.

8.6 **Minimum Necessary Standard and Creation of Limited Data Set**

If Plan Sponsor has provided the certification described above and the Plan thereby permits Claims Administrator to disclose Subscribers' PHI to Plan Sponsor for plan administration functions, subject to applicable state law/regulation and Claims Administrator's business policies/procedures, Claims Administrator will make reasonable efforts to limit its disclosure of Subscribers' PHI to Plan Sponsor to a Limited Data Set, if practicable. Otherwise, Claims Administrator agrees to make reasonable efforts to limit its disclosure of Subscribers' PHI to Plan Sponsor to the minimum necessary for Plan Sponsor to perform the plan administration functions that Plan Sponsor will perform for the Plan.

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IX. GENERAL PROVISIONS

9.1 **Amendment.** On or before the compliance date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to PHI, including, but not limited to, the HIPAA Privacy Rule, the HIPAA Security Rule, the HIPAA Breach Notification Rule, the Electronic Transaction Rule, and this Agreement this Agreement will be automatically amended so that the obligations imposed on Plan Sponsor, the Plan and Claims Administrator remain in compliance with such regulations.

Notwithstanding the above, this Agreement may be modified or amended by the parties if in writing and signed by an authorized representative or officer of the parties.

9.2 **Conflicts.** The provisions of this Agreement will override and control any conflicting provision of the ASA or any other document, contract or agreement. All non-conflicting provisions of the ASA will remain in full force and effect.

9.3 **Independent Relationship.** None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the parties other than that of independent parties contracting with each other as independent contractors solely for the purposes of effecting the provisions of this Agreement and the ASA.

9.4 **Rights of Third Parties.** This Agreement is between Claims Administrator, the Plan and the Plan Sponsor and shall not be construed, interpreted, or deemed to confer any rights whatsoever to any third party or parties.

9.5 **Interpretation.** The parties agree that any ambiguity in this Agreement will be resolved in favor of a meaning that protects PHI and facilitates Claims Administrator's, the Plan's and the Plan Sponsor's compliance with applicable terms of the HIPAA Privacy Rule, HIPAA Security Rule, HIPAA Breach Notification Rule, and Standards for Electronic Transactions.

9.6 **Notices.** All notices and notifications under this Agreement shall be sent in writing to the listed persons on behalf of Claims Administrator, the Plan, and Plan Sponsor identified in Appendix A.

9.7 **Expenses**. Unless otherwise stated in this Agreement, each party shall bear its own costs and expenses related to compliance with the above provisions.

9.8 **Documentation.** All documentation that is required by this Agreement or by the HIPAA Privacy Rule, HIPAA Security Rule or HIPAA Breach Notification Rule must be retained by Claims Administrator for six years from the date of creation or when it was last in effect, whichever is longer.

9.9 **Successors.** This Agreement and its terms will inure to its successors, permitted assigns, and/or by operation of law. Claims Administrator may assign or subcontract any or all of its rights or obligations under this Agreement to a subsidiary, affiliate or successor of the Claims Administrator.

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9.10 **Laws**. Claims Administrator and the Plan will comply with applicable state/federal laws and regulations which govern the transactions and services covered under this Agreement.

9.11 **Duration.** This Agreement will continue in full force and effect for as long as the self-funded program remains in full force and effect. This Agreement will terminate upon the cancellation, termination, expiration, or other conclusion of the ASA.

IN WITNESS WHEREOF, the parties execute this Agreement in multiple originals.

QCC Insurance Company **Keystone Health Plan East, Inc.**	**Tredyffrin Easttown School District** **(Name of Plan / Plan Sponsor)**
By: DocuSigned by: Susan Larkin 6BBA3BA50DBF42F...	By: DocuSigned by: Arthur J. McDonnell 88500A6AE718424...
Name: Susan E. Larkin	Name: Arthur J. McDonnell
Title: EVP & President, Core Commercial Markets	Title: Business Manager/Board Secretary
Date: 9/6/2023	Date: 9/6/2023

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APPENDIX A

For any notice or notification required by or provided pursuant to this Agreement, notice or notification should be sent to:

To Claims Administrator:

QCC Insurance Company and/or
Keystone Health Plan East, Inc.
1901 Market Street
Philadelphia, PA 19103
Attn: Privacy Officer

To Plan Sponsor:

Tredyffrin Easttown School District
940 West Valley Road
Suite 1700
Wayne, PA 19087
Attn: Art McDonnell
Business Manager

To Group Health Plan:

Tredyffrin Easttown School District
940 West Valley Road
Suite 1700
Wayne, PA 19087
Attn: Art McDonnell
Business Manager

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EXHIBIT E

To Administrative Services Agreement

AUDIT POLICY

[Attached]

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Independence

Finance Division
Policy #F-1403
Date: March 1, 2018 (Revised)

INDEPENDENCE BLUE CROSS

Policy for Audits by Customers and Other External Entities

PURPOSE

The purpose of this policy is to establish the necessary mechanism that will enable Independence Blue Cross, LLC, its subsidiaries and affiliates (collectively Independence) and external audit teams to conduct audits of relevant claims in an efficient and responsible manner.

SCOPE

This Policy applies to customers and their representatives who conduct an audit/review of relevant claims.

POLICY

The audit policy is as follows:

1. A written request shall be made on the requestor's letterhead. For audits by a group customer, an External Audit Questionnaire form (see Exhibit I) must be completed by the audit/review requestor and returned to the Independence Internal Audit Department before an audit can begin.

2. The Internal Audit Department must receive requests for onsite audits at least 90 days prior to the date the onsite work is requested to begin. Only one customer may conduct an audit at any time. Onsite audits will be conducted during normal business hours (8:30 a.m. – 5:00 p.m.).

3. The standard Confidentiality Agreement must be executed prior to the start of the audit.

4. Confidential and proprietary information (such as provider remittances and provider contracts) will not be released for an audit. Any medical records in the possession of Independence will not be released unless the patient signs a Member Authorization Form.

5. Online access to Independence's or its vendor's information systems may be provided at Independence's sole discretion.

6. The audit scope period may go back no further than eighteen (18) months from the scheduled onsite audit date.

7. Audits shall be conducted by the requestor's internal audit staff or by a mutually agreeable third party. Independence will not allow audits to be conducted by contingency fee auditors/consultants.

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POLICY (cont'd)

8. Audits by a group customer are permitted only for self-funded groups. The following restrictions apply to all audits:

    - An account must be current on its invoice payments prior to requesting an audit
    - Standard audits are limited to a total of 250 claim samples

9. Independence reserves the right to assess a charge for the costs associated with fulfilling an audit request that does not meet the criteria listed in the preceding paragraph. The charge to the account will be $50 per claim. Charges may also be assessed for information system resources involved in providing the requested information.

10. Accounts that have terminated their coverage with Independence must request an audit within one (1) year of the effective date of the termination. If the request exceeds the one (1) year timeframe, charges of $50 per claim in addition to applicable information systems charges will be assessed and collected prior to fulfilling such requests.

11. Unless otherwise agreed to by Independence, claim errors found by external auditors/consultants cannot be extrapolated to calculate financial impact. Independence will identify and disclose the root cause, the volume of claims and the financial impact pertaining to a systemic related claim error.

12. The performance outcome from the audit will not result in specific payments by Independence for performance guarantees on claim performance.

13. The approved/final group health plan in effect will be the source of reference for an audit. Issues of intent/interpretation that are not specifically addressed in the Plan/Plan Sponsor's benefit documentation are to be mutually resolved between the Plan/Plan Sponsor, the auditor and Independence on a go forward basis and cannot be counted as errors against Independence operational audit performance results.

14. Unless otherwise agreed to by Independence, a final draft of the external auditor's report shall be submitted to Independence at least ten (10) business days prior to the report being delivered to the audit requestor.

15. Independence shall receive a copy of the final report at the same time it is delivered to the audit/review requestor.

This Policy is subject to applicable state and federal laws/regulations. Independence has the final authority to interpret the scope and application of this Policy. Any questions concerning this Policy may be directed to the Vice President of Internal Audit.

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Exhibit I
INDEPENDENCE BLUE CROSS
EXTERNAL AUDIT/REVIEW QUESTIONNAIRE

Presented below is a series of questions regarding your proposed claim audit/review of Independence. Please complete the information requested and return it to the Director of Internal Audit within two (2) weeks of receipt. This information will enable us to make arrangements consistent with Plan Policy to which this Exhibit is attached. After this document is returned to Independence, we will contact you to confirm the arrangements.

1. Name and group number(s) of account requesting review:

2. Number of contracts in the above account:

3. Purpose for audit:

4. Auditor's name, address and telephone #:

5. Time period to be covered in audit (not to exceed 18 months from the onsite audit date):

6. Line of business (list all applicable):

7. Describe sample size and methodology (include attachments if necessary):
Sample size must comply with section 8 of the audit policy.

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Exhibit I (cont'd)
INDEPENDENCE BLUE CROSS
EXTERNAL AUDIT/REVIEW QUESTIONNAIRE

8. We agree to comply with the terms and conditions of the Independence Policy for Audits by Customers and Other External Entities as attached.

   Requestor's Name:

   Requestor's Title:

   Signature:

   Date:

NOTE: Complete this section only if this is an on-site audit.

9. Anticipated field work start date:

10. Anticipated field work completion date:

11. Names, titles of auditors:

    a. Firm name (if applicable):

    b. In-charge:

    c. Staff:

12. Special facilities required:

13. Who should we contact if we have questions prior to auditor's arrival:

    Name:

    Title:

    Telephone #:

    Fax #:

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EXHIBIT F

To Administrative Services Agreement (PPO)

NAMED CLAIMS FIDUCIARY

This Named Claims Fiduciary Exhibit to the Administrative Services Agreement (PPO) contains the following terms and conditions with respect to the Plan/Plan Sponsor's and the Claims Administrator's obligations and duties under the Benefit Program.

Claims Administrator is the Named Claims Fiduciary

The Plan/Plan Sponsor delegates named claims fiduciary authority and responsibility to the Claims Administrator and the Plan/Plan Sponsor shall pay the applicable Fees and Charges invoiced by the Claims Administrator in accordance with Exhibit A. In this regard, the Plan/Plan Sponsor delegates to the Claims Administrator and/or the Claims Administrator's vendor(s) the final discretionary authority regarding all decisions related to benefit determinations, claims payments, settlement of subrogation matters in which the Subrogated Amount is $100,000.00 (one hundred thousand dollars) or less and Participant appeals under the Benefit Program including, but not limited to, payment of claims for Covered Services, denial or non-payment of claims, and determination of the amount of payment due for claims for Covered Services, and the administration of all levels of Participant appeals including coordinating external review by IROs. The Plan/Plan Sponsor shall furnish the Claims Administrator with all documents necessary for the Claims Administrator to administer all levels of the Participant appeal process for the Benefit Program. Because the Plan/Plan Sponsor delegates named claims fiduciary responsibility and authority to the Claims Administrator for the above functions, the Plan/Plan Sponsor shall have no authority to overturn or otherwise amend benefit determinations, claims payments and Participant appeal determinations made by the Claims Administrator. However, the Plan/Plan Sponsor retains the final discretionary authority to determine who is eligible to participate in the Benefit Program and all other authority not specifically and expressly given to the Claims Administrator under this Agreement.

The Claims Administrator is not the Plan administrator, Plan Sponsor, fiduciary (other than named claims fiduciary), and/or Plan/Plan Sponsor under federal or state laws/regulations and has no responsibility or liability for the duties and obligations of the Plan administrator, Plan Sponsor, fiduciary and/or the Plan/Plan Sponsor under the Benefit Program.

It is understood that as the named claims fiduciary, Claims Administrator may be deemed a co-fiduciary of other fiduciaries of the Plan. ERISA requires that, among other things, co-fiduciaries disclose information that they knew, or should have known, regarding another fiduciary's breach of its fiduciary obligations to the Plan. The parties acknowledge that, because Claims Administrator's involvement in the administration of the Plan is limited by the terms of this Agreement, Claims Administrator will not be in a position to know of, monitor, and/or investigate the activities of other Plan fiduciaries. Therefore, the Plan and Plan Sponsor agree to hold Claims Administrator harmless using, if necessary, funds that are not Plan assets, from and against any and all liability that might attach due to Claims Administrator's failure to disclose information about the breach of the obligations of other co-fiduciaries of the Plan.

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EXHIBIT G

To Administrative Services Agreement

CLASS ACTION AUTHORIZATION

[Attached]

Docusign Envelope ID: 078C5B78-BDF8-8F18-8037-93B0EC41CF4F

EXHIBIT G

To Administrative Services Agreement (PPO)

CLASS ACTION AUTHORIZATION

In my role as Business Manager for the Tredyffrin Easttown School District employee health benefit plan, I hereby authorize Independence Blue Cross, LLC and its affiliates (Independence) to submit Proof of Claim forms in connection with all class action settlements that relate to payments that Independence processed on behalf of Tredyffrin Easttown School District.

This Authorization shall remain in effect until it is revoked by me or another authorized representative of Tredyffrin Easttown School District.***

Group's Tax Identification Number 23-1715231

Art McDonnell
940 West Valley Road
Suite 1700
Wayne, PA 19087

610-240-1801
Phone number

DocuSigned by:
Arthur J. McDonnell
Signature E718424...

9/6/2023
Date

****Independence will include the Group's data when Independence submits proof of claim forms on behalf of itself and other self-funded customers in connection with class action settlements. However, Independence may not submit claims in connection with every class action settlement recovery opportunity. It is understood that the Group may elect to pursue claims on its own at any time. Also, Independence can only submit proof of claim forms based on data in its possession for the period that coverage was administered by Independence and the type(s) of coverage administered by Independence.*

Consent VII, E, 11: Agreement with CrisisGo, Inc.

VIA: Dr. Mike Szymendera, Director of Educational Program

Action Under Consideration: That the Board of School Directors approves the attached three-year agreement between CrisisGo, Inc. and the Tredyffrin/Easttown School District for a comprehensive emergency management platform to strengthen the District's safety and security protocols, communication and emergency response capabilities at a cost of $18,800 for year one and see contract terms for pricing in subsequent years.

Tredyffrin-Easttown School District - SiR, SMS, and Dir911

Quote created: January 27, 2026 Reference: 20260127-193122565

Tredyffrin-Easttown School District
940 W Valley Rd, Ste 1700, 1700
Wayne, PA 19312
United States

Todd Parker
parkert@tesd.net
+1 610-240-1919

Comments

Thank you for evaluating CrisisGo for your crisis preparation and response platform. Please review this information and contact me with any questions you have. We look forward to working with you.

Contract Start Date: August 31, 2026

Contract Term: 3 years
1st Year: $ 18,880.00
2nd Year: $ 14,550.00
3rd Year: $ 14,550.00

Billing Options (check one)

_____ Bill annually (multiple invoices)
_____ Pay full term (one invoice)

John Actisdano - Regional Sales Manager CrisisGo Inc.



Products & Services

Safety iResponse (3-year contract)

7,000 x ~~$2.00 / year~~
after 20% discount
$11,200.00 / year
for 3 years

Pricing Unit: Per user/student per year, 500 minimum.

Safety iResponse is CrisisGo's core safety and emergency response platform for schools and organizations. It helps staff prepare for, communicate during, respond to, and review incidents from daily emergencies to critical crises. The platform is available through the CrisisGo mobile app, desktop app, and web browser.

The Safety iResponse Base License now includes Connect Premium, extending emergency communication and situational awareness beyond the organization to trusted public safety agencies and community response partners.

Included Capabilities
-Safety Planning: Digital safety plans, role-based checklists, maps, documents, emergency contacts, and drill management.
-Emergency Communication: Critical alerts, panic notifications, mass notification by app/email, two-way communication, multimedia messaging, geofencing, and escalation workflows.
-iControl & SmartEOC: Web-based command center for crisis tracking, response coordination, evacuation guidance, safety resource access, and first responder escalation.
-Accountability: Personnel check-in, roster-based accountability, Safety Check-In surveys, and status collection during or after incidents.
-Connect Premium: Trusted safety network connections with schools, agencies, local government, healthcare, and mutual aid partners.
-Community Situational Awareness: Real-time alert escalation, shared maps, floor plans, camera feeds, staff check-ins, safety statuses, and live incident data where authorized.
-Collaboration: Secure two-way emergency communication, group messaging, mutual aid onboarding, and unified coordination across connected organizations.
-Integrations & Platform: AlertGateway Email, CrisisGo Academy, rollout support, FirstNet Verified access, geo-redundant AWS infrastructure, multi-device support, and 24/7/365 support

CrisisGo Safety iResponse Onboarding Services >2000 students 7,000 x $0.50

"Dedicated CrisisGo project management and CrisisGo project team support to configure, customize, and prepare to deploy CrisisGo. Onboarding Project will be considered accepted subsequent to validation of content, review of training options, and the successful completion of a drill/test in your CrisisGo solution.

-Production or amending the Customer workspace within two business days from accepted signed agreement
-Scheduling and Conducting Engagement Meeting to Scope Project upon introduction by Sales Representative
-Managing a specific project plan and updating customers with progress
-Initial Implementation of Emergency Plans (best practice or custom if purchased)
-Initial implementation of Maps/Images (if purchased)
-Performance of Basic Implementation
-Creation of Training Groups for Testing
-Testing/Troubleshooting Firewall
-Setup of User Management (if purchased)
-Integration of Rosters (if purchased)
-Validation of Initial Configurations (Alpha Review)
-Up to two (2) amendment sets/lists of requested changes and reviews (Beta, Gold) of configuration customization **
-Provision of CrisisGo Academy (LMS-style learning), training tookit (user guides and videos), unlimited access to weekly training webinars, training resources within administrator console. ***
-Support for Remote Drill if completed within three months from project kickoff.
-Project Closeout and Transition to Account Manager

*Onboarding covers the setup, configuration, and testing of all services within the primary product SKU. Services outside of the primary product SKU will require additional implementation support and fees.
**Customization beyond two rounds or support for subsequent drills will possibly require additional support and fees.
***Dedicated remote sessions or onsite training sessions are additional (based upon availability) and will incur additional fees."

SMS/Text - US Domestic Services 1 x $350.00

Emergency Mass Notification - Domestic-US SMS (First 20,000 messages included. Additional message billed at $0.018 per message)
- Allowing safety team to send CrisisGo Alerts via SMS
- SMS backup notification for CrisisGo app users losing internet connection when an Alert is sent

CrisisGo Direct911 Per site per year. Provides accurate details along with 911 call. When a CrisisGo Alert is escalated to 911, CrisisGo Direct911 will transmit location information to the 911 Call taker, anywhere in the US, without the need to use CrisisGo technology at the PSAP. Every PSAP supporting E911 will get CrisisGo Direct911 location information.	8 x $295.00 / year for 3 years
CrisisGo Direct911 Set-Up Fee Price per building. One-time set-up fee for CrisisGo Direct911 accurate location service for every PSAP supporting E911.	8 x $60.00
Syncing with LDAP, Active Directory, ADFS, SSO Per database per year	1 x $395.00 / year for 3 years
Student Roster Sync - SIS Sync (others) Per database per year	1 x $595.00 / year for 3 years
CrisisGo Academy Services (2500 Unlimited access during the term of the contract to CrisisGo Academy Learning Management Platform..	1 x ~~$1,595.00 / year~~ after 100% discount **$0.00 / year** for 3 years

Annual subtotal	$14,550.00
after $4,395.00 discount	
One-time subtotal	$4,330.00
Total	$18,880.00

Signature

Choose a profile to start the e-signature process.

Todd Parker
parkert@tesd.net

[sig|req|signer1]

This quote expires on August 31, 2026

Purchase terms

Quote is valid for 30 days from quote date (see above).

All Fees corresponding to all one-time and first year of service must be paid in advance of the activation of CrisisGo Services listed in the Quote.

Taxes (if applicable) and Shipping (if any) are not included in the quote.

Please provide:
-Tax exemption ID or certificate:
-For the Invoice, please provide the following information:
Name of Billing Contact:
Email:
Phone:
Billing Address:
-If a Purchase Order will be used:
PO#:
PO Date:

Purchase Orders should be made out to CrisisGo. Click here for a copy of CrisisGo's W-9 form.

By signing I acknowledge that I have read and agree to the CrisisGo Terms of Use.

Questions? Contact me



John Actisdano
Regional Sales Manager
john.actisdano@crisisgo.com

CrisisGo Inc.
800 W El Camino Real Suite 180
Mountain View, CALIFORNIA 94040
United States

Terms of Use- CrisisGo

PLEASE READ THESE TERMS OF USE (“AGREEMENT”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY CRISISGO. THIS IS A BINDING AGREEMENT BETWEEN YOU AND CRISISGO. BY ACCESSING OR USING THE SERVICES IN ANY MANNER, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL THE TERMS AND CONDITIONS OF THE AGREEMENT, YOU MAY NOT USE THE SERVICES.

Welcome to CrisisGo. Please continue reading to learn about the rules and restrictions that govern your use of CrisisGo’s website, mobile app, software, and all other products, services and applications made available by CrisisGo from time to time (the foregoing and the content, data, and information available in the foregoing are collectively, the “**Services**”).

IMPORTANT— THE SERVICES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT INTENDED TO SUBSTITUTE FOR PUBLIC EMERGENCY RESPONSE SYSTEMS. IN THE EVENT OF AN EMERGENCY, PLEASE CALL 911.

BY browsing A website WITH A LINK TO THESE TERMS (“website”), DOWNLOADING, INSTALLING, OR USING A CRISISGO, INC. (“CRISISGO”) MOBILE APPLICATION (THE “APPLICATION”), SOFTWARE (“SOFTWARE”) AND/OR OTHER SERVICES AND/OR CLICKING AN “I ACCEPT” OR SIMILAR BUTTON, YOU REPRESENT THAT (1) you are at least 18 years old, (2) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF USE (“AGREEMENT”), (3) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH crisisgo, AND (4) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS ON BEHALF OF YOURSELF OR THE organization YOU WORK FOR, AND TO BIND THAT organization TO THESE TERMS (in which case, the references to “you” and “your” in these Terms, except for in this sentence, refer to that organization or entity). You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services. This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT BROWSE THE WEBSITE OR DOWNLOAD, INSTALL, OR USE THE APPLICATION, SOFTWARE, OR ANY OTHER SERVICES.

THESE TERMS INCLUDE A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS, AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE MOST DISPUTES.

THESE TERMS LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

IF YOU ARE AN AUTHORIZED USER OF AN ORGANIZATION (AS DEFINED BELOW) THAT HAS ENTERED INTO AN APPLICATION LICENSE AGREEMENT WITH CRISISGO, YOU ARE ALSO SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH AGREEMENT.

PLEASE NOTE THAT THIS AGREEMENT IS subject to change by CRISISGO in its sole discretion at any time.

We reserve the right to modify this Agreement at any time, but we will do our best to bring material changes to your attention by contacting you at the e-mail address listed on your account if you are a registered user, posting a notice on the Services or by some other means. If you don’t agree with the new terms, you may reject them but you may not continue using the Services. Your use of the Services in any way following such notification constitutes your acceptance of the terms and conditions as modified. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services at any time.

Privacy

We respect the privacy of our users. By using our Services, you consent to our Privacy Policy, which is available at http://www.crisisgo.com/privacy.

Use of Services

The Services are protected by copyright laws throughout the world. Subject to this Agreement, CrisisGo grants you a limited license to reproduce portions of the Services for the sole purpose of using the Services for your personal purposes or, if applicable, for

internal business purposes authorized by CrisisGo. Unless otherwise specified by CrisisGo in a separate license, your right to use any Services is subject to this Agreement. Copying or storing of the Services, in whole or in part, other than for personal, noncommercial use is expressly prohibited without prior written permission from CrisisGo or from the copyright holder identified in such Content's copyright notice. You will not link to the Services without CrisisGo's prior written consent, except in accordance with the terms of this Agreement.

a) Application License. Subject to your compliance with this Agreement, during the term of this Agreement, CrisisGo grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Application on a single mobile device that you own or control and to run such copy of the Application solely for your own personal or internal business purposes in accordance with any documentation which may be provided by CrisisGo ("Documentation"). Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store (an "App Store Sourced Application"), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service.

b) Software. Subject to your compliance with this Agreement, during the term of this Agreement, CrisisGo grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Software on a single computer that you own or control and to run such copy of the Application solely for your own personal or internal business purposes in accordance with the Documentation. At no time will CrisisGo provide you with a tangible copy of our Software. Any copying or redistribution of the Software is prohibited, including any copying or redistribution of the Software to any other server or location, or redistribution or use on a service bureau basis.

c) Open Source. The Application and Software may be offered under open source licenses. There may be provisions in the open source license that expressly override some of these Terms. Except with respect to code licensed under an open source license, the Application and Software are proprietary software of CrisisGo and its licensors and you agree not to take any action or enter any agreement that would result in any contractual requirement that CrisisGo or its licensors make available to any third party the Application or Software source code.

d) Certain Restrictions. The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services; (b) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (c) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from the Services; (d) you shall not access Services in order to build a similar or competitive product or service; and (e) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update or other addition to Services shall be subject to this Agreement. CrisisGo, its suppliers and service providers reserve all rights not granted in this Agreement. Any unauthorized use of Services terminates the licenses granted by CrisisGo pursuant to this Agreement.

e) Necessary Equipment and Software. You must provide all equipment and software necessary to connect to the Services, including but not limited to, a mobile device that is suitable to connect with and use Services, in cases where the Services offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing Services. crisisgo does not warrant that the services will be compatible or interoperable with your Device or any other piece of hardware, software, equipment or device installed on or used in connection with your Device. Furthermore, you acknowledge that compatibility and interoperability problems can cause the performance of your Device to diminish or fail completely, and may result in permanent damage to your Device, loss of the data located on your Device, and corruption of the software and files located on your Device. you acknowledge and agree that the CRISISGO Parties (AS DEFINED BELOW) shall have no liability to you for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

f) Configuration of Services. You understand that correct configuration of emergency information is required for the Services to work as intended. You agree to regularly confirm and update your data and connections to any groups you organize or subscribe to, as necessary to ensure proper functioning of the Services, including without limitation, downloading the latest emergency plan provided by your group and ensuring that such data is not altered or deleted by you, any third party, or any third party software or applications. While the Services allow you to turn off some or all notifications, a critical function of the Services includes providing you with notifications of emergencies. If you turn off some or all notifications, you will not receive timely messages and alerts.

g) Updates. You understand that Services are evolving. You acknowledge that the proper functioning of the Services requires you to use the latest version of the Application and/or Software. You agree to regularly check for, download, and install the latest updates to your Application and/or Software.

h) Ownership of Services. Other than your User Submissions (as defined below), you agree that CrisisGo and its licensors and suppliers own all rights, title and interest in the Services. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. CrisisGo's stylized name and other related graphics, logos, service marks and trade names used on or in connection with the Services are the trademarks of CrisisGo and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

i) Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to CrisisGo ("Feedback") is at your own risk and that CrisisGo has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to CrisisGo a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Services.

j) Reservation of Rights. CrisisGo reserves the right to charge fees for access and use of the Services (in whole or in part) at any time, in its sole discretion. If CrisisGo implements any fees, CrisisGo will post a notice regarding the affected Service and send an e-mail to the e-mail address associated with your account. After the fees become effective, you may no longer be able to access the Services (in whole or in part) unless you provide a method of payment and consent to the payment terms and any additional terms which may be presented at the time of purchase.

Application

a) App Stores. You acknowledge and agree that the availability of the Application is dependent on the third party from whom you received the Application license, e.g., the Apple App Store or Google Play ("App Store"). You acknowledge that this Agreement is between you and CrisisGo and not with the App Store. CrisisGo, not the App Store, is solely responsible for the Services, including the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance, or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Services, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third- party terms of agreement (e.g., the App Store's terms and policies) when using the Services, including the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of this Agreement and will have the right to enforce them.

b) Accessing and Download the iOS Application. The following applies to any App Store Sourced
Application accessed through or downloaded from the Apple App Store/

a) You acknowledge and agree that (i) this Agreement is concluded between you and CrisisGo only, and not Apple, and (ii) CrisisGo, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

b) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

c) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between CrisisGo and Apple, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be the sole responsibility of CrisisGo.

d) You and CrisisGo acknowledge that, as between CrisisGo and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced

Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

e) You and CrisisGo acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between CrisisGo and Apple, CrisisGo, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

f) You and CrisisGo acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

g) Without limiting any other terms of this Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

Additional terms

This Agreement applies to all users of our Services, but there are special terms for you depending on what type of user you are. If you are an individual who organizes a group of members, then you are an "Organizer." If you are an employee of an Organization or an individual who is invited to be a member of a group by an Organizer, you are a "Subscriber." If you are agreeing to this Agreement on behalf of an organization, such as a company, school, club, or team, you are an "Organization." You may not sign up for or use the CrisisGo Services as someone you are not; CrisisGo may disable or terminate your account if you do so. Please read on below to find out what additional terms apply to you.
If you are a Subscriber:

- You will only join groups that you have been invited to, or to which you have been accepted into.

If you are an Organization:

- You will only permit current employees and independent contractors of your organization to use the Services and to create their own groups. PRIOR TO CREATING ACCOUNTS FOR SUCH INDIVIDUALS AND PROVIDING SUCH INDIVIDUALS' PERSONAL DATA TO THE SERVICES, YOU REPRESENT AND WARRANT TO US THAT YOU WILL OBTAIN THE EXPRESS WRITTEN CONSENT OF EACH EMPLOYEE OR INDEPENDENT CONTRACTOR TO PROVIDE SUCH INDIVIDUAL'S PERSONAL DATA TO THE SERVICES AND FOR THE SERVICES TO USE SUCH PERSONAL DATA TO SEND E-MAIL AND SMS AUDIO AND TEXT MESSAGES TO SUCH INDIVIDUAL, INCLUDING THROUGH THE USE OF AUTOMATIC TELEPHONE DIALING SYSTEMS OR OTHER AUTOMATED TECHNOLOGY. YOU AGREE TO BE RESPONSIBLE FOR MAINTAINING CURRENT AND ACCURATE CONTACT INFORMATION OF ALL YOUR EMPLOYEES AND INDEPENDENT CONTRACTORS ON THE SERVICES, INCLUDING PROMPT UPDATES OF ANY PHONE NUMBER CHANGES. Upon termination of an employee's or independent contractors' employment with the Organization or change of job functionality in such Organization such that such individual's job function no longer requires use of the Services, you will require such individual to cease using the Services on behalf of your Organization. If at any time you learn a user of the Services claims to be affiliated with your Organization who is not, in fact, affiliated with your Organization, or is otherwise using the Services in violation of this Agreement, you will notify CrisisGo immediately by emailing support@crisisgo.com.

If you are accessing the Services as an Organizer:

- The Services allow you to invite users to join your group(s) via text messages and to add users to your group(s). IF YOU INVITE OTHER USERS TO JOIN YOUR GROUP, YOU REPRESENT AND WARRANT TO US THAT YOU WILL OBTAIN THE PRIOR EXPRESS WRITTEN CONSENT OF EACH PERSON THAT YOU INVITE AND/OR ADD TO RECEIVE SUCH INVITATIONS AND TO RECEIVE EMAIL, TEXT, SMS AUDIO AND OTHER MESSAGES FROM CRISISGO, FROM YOU, AND FROM ANYONE ELSE IN THE GROUP.
- Organizers can invite members by distributing "group codes" and communicate with Subscribers.
- You may only share group codes with Subscribers whom you wish to subscribe to your group. If you plan to broadly or publicly publish these codes, you must manage the accuracy of your Subscriber lists carefully.
- Organizers must maintain and monitor Subscriber lists in order to help ensure accurate representation of the Subscribers in your group.

Registration

As a condition of using Services, you will be required to register an account with CrisisGo. You agree to provide CrisisGo with accurate, complete, and updated registration information. By registering an account, you represent and warrant that all registration information you submit is accurate and truthful. You agree to update such information from time to time to maintain the accuracy of such information. You agree not to create an account using a false identity or information, or on behalf of someone other than yourself. CrisisGo reserves the right to refuse registration of or cancel a CrisisGo account in its sole discretion. You will be responsible for maintaining the confidentiality of your account and password. You may not transfer your account to anyone without express prior written consent of CrisisGo. Violation of any of the foregoing may result in immediate termination of your account, revocation of your ability to use the Services, and may subject you to state and federal penalties and other legal consequences. You agree that you shall not have more than one account at any given time. You agree not to create an account or use the Services if you have been previously removed by CrisisGo, or if you have been previously banned from any Services.

Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your account, and you further acknowledge and agree that all rights in and to your account are and shall forever be owned by and inure to the benefit of CrisisGo.

Consent to Receive Messages from CrisisGo

By providing your mobile phone number to the Services (or if you are part of an Organization, permitting the Organization to provide your mobile phone number to the Services), you hereby expressly consent to our use of your mobile phone number to call or send you SMS audio and text messages in connection with the Services, including through the use of automatic telephone dialing systems or other automated communications technology. CrisisGo will not assess and charge for any calls or texts, but standard message charges or other charged from your wireless carrier may apply.

To stop receiving SMS audio and text messages from the Services, you may remove your mobile phone number from your account.

Content

In the course of using the Services, you and other users may provide information which may be used by CrisisGo in connection with the Services and which may be visible to certain other users. All materials, information, photos, videos, or other content ("Content") that a user posts, transmits, or otherwise makes available on the Services is such user's "User Submission."

CrisisGo does not claim ownership of your User Submissions. However, when you post or publish Content on or in the Services, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display your User Submission (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in your User Submission.

Subject to any applicable account settings that you select, you grant CrisisGo a fully paid, royalty- free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive, and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, your User Submission (in whole or in part) for the purposes of operating and providing the Services to you and to our other users. Please remember that other users may search for, see, use, modify and reproduce any of your User Submissions that you submit. to any "public" area of the Services. You warrant that the holder of any worldwide intellectual property right, including moral rights, in your User Submission, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not CrisisGo, are responsible for all of your User Submission that you make available on or in the Services.

Interactions with Other Users

Unless you have obtained prior written consent from CrisisGo, you may not use the Services to transmit any content or messages, including without limitation email, text or audio SMS messages, for any advertising purpose or to solicit others to purchase, lease, rent or invest in any property, goods or services.

You are solely responsible for your interactions with other users of the Services and any other parties with whom you interact through the Services; provided, however, that CrisisGo reserves the right, but has no obligation, to intercede in disputes between users. You agree that CrisisGo will not be responsible for any liability incurred as the result of such interactions.

The Services contain Content provided by other users. CrisisGo is not responsible for and does not control User Submissions. CrisisGo has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Submissions. You use all User Submissions and interact with other users at your own risk.

CrisisGo cannot guarantee the identity of any other users with whom you may interact in the course of using the Services. You should make whatever investigation you believe is necessary or appropriate before proceeding with any online or offline transaction with any other user. You agree that CrisisGo will not be responsible or liable for any loss or damage of any sort incurred as the result of any interactions you may have with other users, whether online or offline.

YOU ACKNOWLEDGE AND AGREE THAT CRISISGO, ITS PARENTS, SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, RESELLERS AND LICENSORS (COLLECTIVELY, THE "CRISISGO PARTIES") ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD CRISISGO PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES. YOU UNDERSTAND THAT CRISISGO DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICES.

Monitoring and Investigation

CrisisGo may, but is not obligated to, monitor, or review the Services at any time. Without limiting the foregoing, CrisisGo shall have the right, in its sole discretion, to remove any of your User Submissions for any reason (or no reason), including if such Content violates this Agreement or any applicable law. Although CrisisGo does not generally monitor user activity occurring in connection with the Services, if CrisisGo becomes aware of any possible violations by you of any provision of the Terms, CrisisGo reserves the right to investigate such violations, and CrisisGo may, at its sole discretion, immediately terminate your license to use the Services, or change, alter or remove your
User Submission, in whole or in part, without prior notice to you.

User Conduct

You warrant, represent, and agree that you will not contribute any Content or otherwise use (or encourage any third party to use) the Services in a manner that:

- infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party;
- violates any law, statute, ordinance or regulation;
- is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable as determined by CrisisGo in its sole
discretion.
- jeopardizes the security of your account in any way, such as allowing someone else access to your account or password;
- attempts, in any manner, to obtain the password, account, or other security information from any other user;
- violates the security of any computer network, or cracks any passwords or security encryption codes;
- runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any
processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing
an unreasonable load on the Services' infrastructure);
- constitutes advertising or solicitation of others to purchase, rent or invest in property, goods or services, or otherwise involves commercial activities and/or sales without CrisisGo's prior written consent, such as contests, sweepstakes, barter, or pyramid schemes;
- impersonates any other person or entity, including any employee or representative of
CrisisGo;
- interferes with or attempts to interfere with the proper functioning of the Services or uses the Services in a way that is not expressly permitted by this Agreement; or
- otherwise violates this Agreement.

Copyright Dispute Policy

If you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Services of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for CrisisGo's Copyright Agent for notice of claims of copyright infringement is as follows: terms-privacyissues@crisisgo.com

Third Party Websites and Applications

The Services may contain links to third party websites and applications that are not owned or controlled by CrisisGo. When you access third party websites, you do so at your own risk. CrisisGo encourages you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or application that you visit or utilize.
CrisisGo does not endorse, has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites. In addition, CrisisGo will not and cannot monitor, verify, censor or edit the content of any third party site. By using the Services, you expressly relieve and hold harmless CrisisGo from any and all liability arising from your use of any third party website or application.

Indemnity

You agree to indemnify and hold the CrisisGo Parties harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your User Submissions; (b) your misuse of the Services; (c) your violation of this Agreement; (d) your violation of any rights of another party, including any users; or (e) your violation of any applicable laws, rules or regulations. CrisisGo reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with CrisisGo in asserting any available defenses. You agree that the provisions in this section will survive any termination of your account, this Agreement or your access to the Services.

Warranty Disclaimer

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES AND DOCUMENTATION PROVIDED BY CRISISGO ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF THE SERVICES AND DOCUMENTATION ARE AT YOUR SOLE RISK AND DISCRETION. THE CRISISGO PARTIES HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE SERVICES AND DOCUMENTATION, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION,
THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR
PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHERMORE, CRISISGO PARTIES MAKE NO WARRANTY, REPRESENTATION, OR CONDITION THAT (I) THE SERVICES OR
DOCUMENTATION WILL MEET YOUR REQUIREMENTS; (II) THE SERVICES WILL BE
UNINTERRUPTED, ACCURATE, RELIABLE, TIMELY, SECURE OR ERROR-FREE; (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SERVICES WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (IV) ANY ERRORS IN THE DOCUMENTATION OR SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CRISISGO OR FROM THE SERVICES OR DOCUMENTATION SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE THAT CRISISGO HAS NO OBLIGATION TO CORRECT ANY ERRORS OR OTHERWISE SUPPORT OR MAINTAIN THE SERVICES. THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. THE CRISISGO PARTIES MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL THE CRISISGO PARTIES BE LIABLE WITH RESPECT TO (I) ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (II) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (III) ANY LOSS OF USE, PROPERTY DAMAGE, INJURY, DEATH;

OR (IV) ANY MATTER BEYOND CRISISGO'S REASONABLE CONTROL, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CRISISGO WAS ADVISED OF THE
POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE CUMULATIVE LIABILITY OF THE CRISISGO PARTIES TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY EXCEED THE GREATER OF $100 OR THE FEES ACTUALLY PAID BY YOU TO CRISISGO HEREUNDER DURING THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OF LIABILITY. YOU AND CRISISGO AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES, OR DOCUMENTATION MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CRISISGO AND YOU.

THE LAWS OF SOME STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU AND YOU MIGHT HAVE OTHER RIGHTS. THE FOREGOING LIMITATION OF LIABILTY DOES NOT APPLY TO RESIDENTS OF THE STATE OF NEW JERSEY.

Term and Termination

This Agreement will remain in full force and effect while you use the Services. You may terminate your use of the Services or your account at any time by uninstalling the Application and/or Software. CrisisGo may disable or terminate your access to the Services or your account at any time, for any reason (without cause or for your violation of any term of this Agreement), and without warning or notice, which may result in the forfeiture of all information associated with your account.

If you are an Organization that has entered into a written license agreement to use the application, the term of the written agreement is stated in that agreement. For any termination of the agreement by the Organization other than a termination for good cause (as defined below), the balance of all remaining fees relating to the unexpired term of the agreement will be immediately due and payable.

Good cause exists when CrisisGo commits a material breach of the agreement and, in the case of a material breach capable of being cured, fails to cure that breach within thirty (30) days after the receipt of a request in writing to cure such breach.

If you are an Organization that has entered into a written license agreement ("agreement") to use the application, you must provide written notice at least 30 days before the expiration of the initial term, and any subsequent renewal term, as to your intention to modify or terminate your Services. To terminate your Services, you must submit a disconnection request to support@crisisgo.com. With proper notice, you may: a) enter into a new agreement effective on the first day after the expiration of the existing agreement; or b) cancel the existing agreement upon its expiration date and terminate your Services. If you fail to notify us of your intentions, the agreement will automatically renew at the same initial rates and for the same length of term as the expiring agreement.

If you are an authorized user for an Organization that has entered into an Application License Agreement with CrisisGo, this Agreement and your license to use the Application and Software and your right to use the Services, shall immediately terminate upon the earlier of the termination of the Application License Agreement, your termination of employment with such Organization, or your change of job functionality in such Organization such that your job function no longer requires use of the Services. If the license to your Organization is suspended for any reason, CrisisGo reserves the right to suspend your account for the period in which the Organization's license is suspended.

If we become aware of any possible violations by you of this Agreement, we reserve the right to investigate such violations. In the event that we determine, in our sole discretion, that you have breached any portion of this Agreement, or have otherwise demonstrated inappropriate conduct, we reserve the right to (i) warn you via e-mail (to any e-mail address you have provided to us) that you have violated this Agreement; (ii) notify and/or fully cooperate with the proper law enforcement authorities for further action; and/or (iii) pursue any other action which we deem to be appropriate. If, as a result of the investigation, we believe that illegal activity has occurred, we reserve the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. We are entitled, except to the extent prohibited by applicable law, to disclose any data, content, or other information on or in the Services in our possession in connection with your use of the Services, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce this Agreement; (iii) respond to your requests for customer service; or (iv) protect the rights, property or personal safety of CrisisGo, its users or the public, and to comply with the requests of all law enforcement or other government officials, as we in our sole discretion believe to be necessary or appropriate. We reserve the right, in our sole discretion,

to immediately take any or all of the actions set forth herein without any notice or warning to you. You agree that all terminations shall be made in our sole discretion and that we shall not be liable to you or any third-party for enforcing this provision.

Upon termination of your account, your license to the Application and Software and right to use the Services will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, will survive termination, including, without limitation, ownership provisions, indemnity obligations, warranty disclaimers, and limitations of liability.

Choice of Law

This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Arbitration

Please read this Arbitration Agreement carefully. It is part of your contract with CrisisGo and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

a) Applicability of Arbitration Agreement. All claims and disputes (excluding claims for emergency injunctive or other equitable relief as set forth below) in connection with the Agreement or the use of any CrisisGo Properties that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and the CrisisGo Parties and their respective predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Agreement.

b) Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party has the option to first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to CrisisGo should be sent to: CrisisGo, Inc., 640 W. California Ave., Suite 210, Sunnyvale, CA 94086. After the Notice is received, you and CrisisGo may attempt to resolve the claim or dispute informally.

c) Arbitration Rules. Arbitration shall be initiated through JAMS, an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If JAMS is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Agreement. Copies of the JAMS Arbitration Rules, instructions on how to initiate a JAMS arbitration demand and a list of JAMS resolution center locations are available on the JAMS website at http://www.jamsadr.com/ or by calling 800-352-5267. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US $10,000.00) may be resolved through binding non- appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US $10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Payment of all filing, administration and arbitrator fees will be governed by the JAMS rules.

d) Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and CrisisGo, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award individualized monetary damages, and to grant any individualized non-monetary remedy or relief available to an individual under applicable law. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and CrisisGo.

e) Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited than proceedings in a court and are subject to very limited review by a court.

f) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding anything in this Agreement to the contrary, in the event that this subsection
is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court located within Santa Clara County, California, or the United States District Court for the Northern District of California.

g) Severability. If any part or parts of this Arbitration Agreement other than Subsection (f) above are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

h) Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived in writing by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

i) Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with CrisisGo.

j) Small Claims Court. Notwithstanding the foregoing, either you or CrisisGo may bring an individual action in small claims court.

k) Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

l) Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Santa Clara County, California, or the United States District Court for the Northern District of California for such purpose.

m) Material Change. Notwithstanding any provision in this Agreement to the contrary, in the event CrisisGo makes a material change to the Arbitration Agreement in the future, such change will not apply to any dispute to which you had already given notice of to CrisisGo at the time the change takes effect.

International Users

The Services can be accessed from countries around the world and may contain references to Services that are not available in your country. These references do not imply that CrisisGo intends to introduce such Services in your country. CrisisGo makes no representations that the Services are appropriate or available for use in other locations other than the United States of America. Those who access or use the Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.
Notice

Where CrisisGo requires that you provide an e-mail address, you are responsible for providing CrisisGo with your most current e-mail address. In the event that the last e-mail address you provided to CrisisGo is not valid, or for any reason is not capable of delivering to you any notices required/permitted by this Agreement, CrisisGo's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to CrisisGo at the following address: CrisisGo, Inc., 640 W. California Ave., Suite 210, Sunnyvale, CA 94086. Such notice shall be deemed given when received by CrisisGo by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

Force Majeure

CrisisGo shall not lose any rights hereunder or be liable to you for damages or losses on account of failure of performance by CrisisGo if the failure is the result of an Act of God (e.g., fire, flood, inclement weather, epidemic, or earthquake) war or act of terrorism, including without limitation, chemical or biological warfare, labor dispute, lockout, strike, embargo; governmental acts, orders, or restrictions; failure of suppliers or third persons; power or Internet outage; mechanical, electronic or communications

failure or degradation (including “line-noise” interference); or any other reason where failure to perform is beyond the CrisisGo’s reasonable control.

Export Control

You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Person’s List or Entity List. By using the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by CrisisGo are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re- export, or transfer any products, services or technology provided by CrisisGo, either directly or indirectly, to any country in violation of such laws and regulations.

Consumer Complaints

In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

Miscellaneous

The failure of either party to exercise, in any respect, any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. You may not assign, transfer, subcontract, delegate, or sublicense this Agreement except with CrisisGo’s prior written consent. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. This Agreement and any subsequent versions of this Agreement posted to the Services will be deemed a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind CrisisGo in any way whatsoever.

ADDENDUM

As part of the agreement between the Tredyffrin/Easttown School District (the "District") and CrisisGo, Inc. ("Vendor"), memorialized at Reference#: 20260127-193122565 dated January 27, 2026 ("Agreement") the District and the Vendor hereby agree that the following terms modify and supplement the Agreement, including Vendor's Privacy Policy, Terms of Use, and any other applicable governing terms.

To the extent that the Terms of Use listed below conflict with the Agreement, including Vendor's Privacy Policy, Terms of Use, and/or any other applicable governing terms, the terms of this Addendum shall control.

1. The Vendor understands that in connection with the Agreement, it may have access to personally identifiable information in certain District records, including records relating to District students and their families, under the school official exception of the Family Educational Rights and Privacy Act, 20 USD 1232g and 34 CFR Part 99 ("FERPA"). For purposes of this Addendum, "District records," "information" and "data" mean records, information or data containing personally identifiable information, as defined in 34 CFR 99.3.

2. The Vendor will maintain all District records and the information contained therein in a confidential and secure manner. The Vendor will only allow access to such records by:

   A. Employees and contractors who need such access in order for Vendor to fulfill its contractual obligations to the District, and who are bound and required to comply with confidentiality and other restrictions consistent with the provisions of this Addendum;
   B. Other individuals who are expressly permitted to have access to such records under the Family Educational Rights and Privacy Act or other applicable federal law in the United States; and
   C. As otherwise directed or permitted by the District in writing.

   Vendor's obligations regarding confidentiality and non-disclosure outlined in this Addendum shall remain in effect in perpetuity.

3. The Vendor will make certain that any employees, contractors, or other individuals that have access to District records are aware of the requirements of this Addendum and understand that the information must: (1) be maintained confidentially; (2) not be re-disclosed without the prior permission of the District; and (3) only be used for the limited purpose of providing educational services to the District.

4. The obligations of this Addendum apply to all records, regardless of whether the information contained therein could be considered "directory information" under the Family Educational Rights and Privacy Act ("FERPA") or is otherwise subject to disclosure under applicable law.

5. To the extent that Vendor has access to any health information (of District students or employees) as defined in the regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. 160 et seq.; any District payroll information, including any employee social security number, address, rate of pay, salary, deductions, or exemptions, and/or immigration status; any District employee evaluations and/or investigations; any District financial information including credit card numbers, bank account numbers, and/or securities information; and/or any other information identified by the District as "Sensitive Data," such information shall be afforded all of

the same protections as those that apply to District records, information, and data, as contemplated in this Addendum.

6. In the event Vendor receives a subpoena or is otherwise compelled by law to disclose any District records, Vendor will notify the District before disclosure to the extent reasonably possible to afford the District an opportunity to move to quash the subpoena or requirement to disclose and will otherwise comply with the notification requirements set forth in 34 CFR 99.31 and 99.33.

7. Upon the request of the District, the Vendor will delete the District records on its servers and securely destroy any paper copies of the District's records as soon as reasonably practicable and provide the District with a certification that it has done so.

8. Vendor recognizes that the District has certain obligations by law to address parental and eligible student requests for access and amendment to a student's education records. Vendor will refer any such requests to the District as the source and controller of such data, so that the District can address the request and make any appropriate amendments or changes to the records.

9. Vendor agrees that it will not engage in any forms of targeting advertising or marketing to District students. Vendor agrees that it will not allow any third-party vendors to engage in any forms of targeted advertising or marketing to District students through any of its programs, services, or platforms. Additionally, Vendor agrees it will not sell, transfer, or otherwise disclose any personally identifiable information contained in District records to third party advertising, marketing, or promotional companies.

10. The Vendor will undertake commercially reasonable efforts to ensure the availability, integrity, and confidentiality of data and its products/services offered to the District. The Vendor warrants and acknowledges that wherever District data is stored, it does and will, consistent with reasonable industry standards, proactively assesses vulnerabilities in its systems' security, including utilizing constant monitoring for security breaches, timely updates of anti-virus signatures, regularly utilizing virus scanning software, and ensuring timely updates of critical security patches. The Vendor also warrants and acknowledges that it utilizes firewall and/or intrusion prevention systems to protect District data.

11. The Vendor warrants and acknowledges that it has data backup measures and capabilities in place to protect against any loss of District data and to fully restore any data from a potential loss. Vendor warrants and acknowledges that District data is backed up at least every twenty-four (24) hours and that such backup copies are stored for a period of at least thirty (30) days. Vendor warrants that it will fully reimburse the District for all direct costs incurred as a result of any data loss caused by failure on the part of Vendor to backup data pursuant to this Paragraph.

12. The Vendor warrants and acknowledges that in the event of any breach or unauthorized disclosure of District data, it will immediately notify the District's Information Systems Manager in writing (1) that the breach or unauthorized disclosure occurred; and (2) the extent of the breach or unauthorized disclosure. Vendor will perform any legally required notification to impacted individuals as a result of such breach or unauthorized disclosure. To the extent that notification is not required by law, but the District, in its discretion, determines that notification is appropriate or desirable under the circumstances, Vendor will cooperate with and provide reasonable assistance to the District in performing such notification. Vendor will reimburse the District for

any and all costs incurred by the District to provide any notification contemplated in this Paragraph.

13. The Vendor agrees that it will be responsible for any direct damages, losses, and/or costs caused by a breach of this Addendum or the underlying Agreement between the parties, or a breach of confidentiality caused by the Vendor or its employees, regardless of when the breach occurs. Vendor will not be liable for any consequential, incidental, or special damages arising out of the underlying Agreement between the parties. The Vendor's Limitation of Liability provision in its Terms of Use shall not apply to breaches of confidentiality.

14. Notwithstanding any provision to the contrary, Vendor agrees to indemnify, defend, and hold the District and its directors, officers, members, agents, and employees harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorneys' fees, arising out of any claim(s) by third parties alleging that Vendor's products or services used by the District infringe upon a third-party intellectual property right.

15. The District's obligations regarding indemnification are expressly limited to claims and amounts covered by the District's applicable insurance policies.

16. The laws of the Commonwealth of Pennsylvania will govern this Addendum and the underlying Agreement between the parties. Vendor agrees to the exclusive jurisdiction and venue of courts sitting in Chester County, Pennsylvania, with respect to any disputes that arise between the parties under this Addendum or the underlying Agreement. In the event of arbitration between the parties, such arbitration will take place in Chester County, PA, unless otherwise agreed to by the parties.

17. Vendor agrees to provide the District with at least thirty (30) days advance notice of any material changes to Vendor's Privacy Policy, Terms of Use, and/or any other applicable governing terms. Upon receipt of notice of any such changes, the District shall have the ability, within thirty (30) days, to cancel its Agreement with Vendor without penalty and shall be entitled to a prorated refund of any fees paid for periods of time subsequent to the termination date.

18. Vendor agrees that in the event Vendor is directly or indirectly acquired by another company or merged with another company, and a transfer of personal information regarding District students is necessary in order to enable the assessment and undertaking of such transaction (i.e. asset sale, merger, restructuring, reorganization, liquidation, etc.), or in the event Vendor buys or sells any business assets and personal information about District students would be transferred to a third party involved in that transaction, Vendor agrees to provide the District with at least thirty (30) days advance notice of any such transfer of information. The District shall have the ability, within thirty (30) days, to cancel its Agreement with Vendor without penalty and to preclude the transfer of such personal information, and shall also be entitled to a prorated refund of any fees paid for periods of time subsequent to the termination date.

19. Vendor agrees that it shall not use the District's name, mascot, or logo without the prior written authorization of the District's Superintendent of Schools or designee.

20. Vendor agrees that in the event that Vendor cancels the Agreement between the parties at no fault of the District, or suspends or materially reduces the District's access to Vendor's products/services

contemplated in the Agreement at no fault of the District, the District shall be entitled to a refund of any unused portion of the fees paid to Vendor under the Agreement.

21. Vendor acknowledges that the District has the right, without penalty, to immediately cancel the Agreement and/or take any other corrective action(s) permitted by applicable law in the event of any breach or unauthorized disclosure of District data. In the event of such cancellation, the District shall be entitled to a refund of any unused portion of the fees paid to Vendor under the Agreement.

22. Vendor agrees that no person shall be excluded from participation in Vendor's services and total access to such services on the grounds of sex, color, religion, race, national origin, non-disqualifying disability or due to membership in any other class protected by law.

23. Except as stated in Paragraph 18 above, neither party may assign any of the rights or obligations under the Agreement or subcontract any of the work or services contemplated in the Agreement without the prior written consent of both parties.

24. Vendor agrees that it will comply with all applicable federal, state, and local laws and regulations in carrying out its obligations outlined in this Addendum and the underlying Agreement between the parties. This includes, but is not limited to, compliance with the Family Educational Rights and Privacy Act ("FERPA"), as applicable, and the Children's Online Privacy Protection Act ("COPPA), as applicable.

25. Any payment(s) due under the Agreement shall be due thirty (30) days after receipt by the District of a properly detailed invoice from Vendor.

26. Vendor acknowledges that this Addendum and the underlying Agreement between the parties (including all relevant Terms of Use) shall be considered public records under Pennsylvania's Right-to-Know Law and will not be considered confidential.

27. Notwithstanding anything to the contrary in the Agreement, there shall be no automatic renewal of the underlying Agreement between the parties at the end of the stated term. At the conclusion of the stated term, the Agreement shall terminate, unless the parties have agreed in writing to an extension or a renewal of the Agreement.

28. Vendor agrees that submitting user's retain ownership of and all rights to their user data. Notwithstanding submitting user's retention of ownership and rights, Vendor is authorized to use such user generated content solely for the limited purpose of performing Vendor's obligations to the District as outlined in the Agreement.

29. Vendor acknowledges and agrees that the District is entering into this Agreement solely on its own behalf. While the District will take reasonable steps to ensure that its end user students comply with all of Vendor's applicable Terms of Use, and will take prompt, reasonable action to correct known instances of any violations of such Terms of Use, the District does not have the legal authority to bind end user students to this Agreement or any of the related Terms of Use.

I am authorized by the Vendor to sign this Addendum and I understand that this is a legally binding agreement and by my signature, indicate my intent to bind the Vendor to this Addendum.

CRISISGO, INC.

By: _____
Signature

Printed Name: Chris Vuillaume

Position: General Manager

Date: 8/12/2026

TREDYFFRIN/EASTTOWN SCHOOL DISTRICT

By: _____
Signature

Printed Name:

Position:

Date:

Consent VII, E, 12: Agreement with LinkIt!

VIA: Dr. Mike Szymendera, Director of Educational Program

Action Under Consideration: That the Board of School Directors approves the attached agreement between LinkIt! and the Tredyffrin/Easttown School District for a one-year pilot of data warehousing and online reporting at no cost to the District.

Tredyffrin Easttown School District

Sept 1, 2026 - June 30, 2027

Data Warehousing - Online Reporting - Intervention Manager			Annual Cost
LinkIt! Assessment and Data Dashboard - @ $3.95 / student - (annual software license)	**GK-G12**	**6,800 students**	**$0.00**
- Warehouse all assessment data from any platform *- Create and administer assessments across all grades and subject* *- Collect results in Data Locker* *- Analyze results and generate reports*			
Intervention Manager - @ $3.35 / student	**GK-G8**	**4,700 students**	**$0.00**
Leverage your warehoused multiple-measures and custom performance criteria to auto-tier students for MTSS/RTI. Set measurable goals, collect data to monitor progress, quantify outcomes, automate workflows (forms, scheduling)			
Data Processing @ $650 / data point		**6 tests**	**$0.00**
PSSA/Keystone, Acadience, i-Ready, Aimsweb, attendance, grades, behavior, Roster Associations			
		Subtotal	**$0.00**

Navigator Analytics (Custom Offline Reports + Consultative Services)		Annual Cost
District and School - PSSA/Keystone Annual Trends Analysis	**Complimentary**	
Achievement and growth by grade, cohort, subscore, and subgroup		
PSSA/Keystone Public Data - Longitudinal Performance Report Comparison Report	**Complimentary**	
State, County, IU, and similar Percentages of Free/Reduced Lunch comparisons based on PDE publically released data		
	Subtotal	**$0.00**

Support		Annual Cost
Core Application PD, Training, and AM Support @ $2,350 / day (Onsite/Virtual)	**0.00 day(s)**	**$0.00**
Intervention Manager Application PD, Training, and Configuration @ $2,350 / day (Onsite/Virtual)	**0.0 day(s)**	**$0.00**
Phone, Email, and Web-Based Tech Support (Required) @ $600 / School	**8 school(s)**	**$0.00**
Student Information System Integration @ $1,500 configuration (PowerSchool)		**$0.00**
	Subtotal	**$0.00**
	PILOT - Total Cost	**$0.00**

LinkIt!
150 West 22nd Street
4th Floor
New York, NY 10011-2421

LinkIt is eligible for:

- Title I-A to provide teachers, principals, and other leaders with the resources necessary to identify and address individual students' learning challenges
- Title II-A as LinkIt! software helps educators implement support strategies and assess progress and Navigator Analytics provide include high quality PD and consultation
- Title III to help educators measure the degree students' learning challenges are ELL related, cognitive, or behavioral
- Title IV due to the focus on (1) differentiation, (2) connection to PD and teacher/admin PLC articulation, (3) measuring achievement and growth, and (4) acclimating students with online testing and exposure to digital tools
- IDEA B as Intervention Manager supports all facets of a district's RTI/MTSS plan

ADDENDUM

As part of the agreement between the Tredyffrin/Easttown School District (the "District") and LinkIt! ("Vendor"), memorialized at Quote # TBD ("Agreement") the District and the Vendor hereby agree that the following terms modify and supplement the Vendor's Privacy Policy (https://www.linkit.com/resources/privacy-policy) and Terms of Use (https://www.linkit.com/resources/terms-of-use).

To the extent that the terms and conditions listed below conflict with Vendor's Privacy Policy or Terms of Use, the terms of this Addendum shall control.

1. The Vendor understands that in connection with the Agreement, it will have access to personally identifiable information in certain District records, including records relating to District students and their families, under the school official exception of the Family Educational Rights and Privacy Act, 20 USD 1232g and 34 CFR Part 99 ("FERPA"). For purposes of this Addendum, "District records," "information" and "data" mean records, information or data containing personally identifiable information, as defined in 34 CFR 99.3.

2. The Vendor will maintain all District records and the information contained therein in a confidential and secure manner. The Vendor will only allow access to such records by:

   A. Employees and contractors who need such access in order for Vendor fulfill its contractual obligations to the District, and who are bound and required to comply with confidentiality and other restrictions consistent with the provisions of this Addendum;
   B. Other individuals who are expressly permitted to have access to such records under the Family Educational Rights and Privacy Act or other applicable federal law in the United States.

   Vendor's obligations regarding confidentiality and non-disclosure outlined in this Addendum shall remain in effect in perpetuity.

3. In the event Vendor receives a subpoena or is otherwise compelled by law to disclose any District records, Vendor will notify the District before disclosure to the extent reasonably possible to afford the District an opportunity to move to quash the subpoena or requirement to disclose and will otherwise comply with the notification requirements set forth in 34 CFR 99.31 and 99.33.

4. The Vendor will make certain that any employees, contractors, or other individuals that have access to District records are aware of the requirements of this Addendum and understand that the information must: (1) be maintained confidentially; (2) not be re-disclosed without the prior permission of the District; and (3) only be used for the limited purpose of providing educational services to the District.

5. The Vendor will undertake commercially reasonable efforts to ensure the availability, integrity, and confidentiality of data.

6. Upon the request of the District, the Vendor will delete the District records on its servers and securely destroy any paper copies of the District's records as soon as reasonably practicable and provide the District with a certification that it has done so.

7. The Vendor agrees that it will be responsible for any direct damages, losses, and/or costs caused by a breach of this Addendum or the underlying Agreement between the parties, or a breach of confidentiality caused by the Vendor or its employees, regardless of when the breach occurs. Vendor will not be liable for any consequential, incidental, or special damages arising out of the underlying Agreement between the parties.

8. The obligations of this Addendum apply to all records, regardless of whether the information contained therein could be considered "directory information" under the Family Educational Rights and Privacy Act ("FERPA").

9. Vendor recognizes that the District has certain obligations by law to address parental and eligible student requests for access and amendment to a student's education records. Vendor will refer any such requests to the District as the source and controller of such data, so that the District can address the request and make any appropriate amendments or changes to the records.

10. Notwithstanding any provision to the contrary, Vendor agrees to indemnify, defend, and hold the District and its directors, officers, members, agents, and employees harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorneys' fees, arising out of any claim(s) by third parties alleging that Vendor's products or services used by the District infringe upon a third party intellectual property right.

11. The District's obligations regarding indemnification are expressly limited to claims and amounts covered by the District's applicable insurance policies.

12. The laws of the Commonwealth of Pennsylvania will govern this Addendum and the underlying Agreement between the parties. Vendor agrees to the exclusive jurisdiction and venue of courts sitting in Chester County, Pennsylvania, with respect to any disputes that arise between the parties under this Addendum or the underlying Agreement. In the event of arbitration between the parties, such arbitration will take place in Chester County, PA, unless otherwise agreed to by the parties.

13. Vendor agrees to provide the District with at least thirty (30) days advance notice of any material changes to Vendor's Privacy Policy or Terms of Use. Upon receipt of notice of any such changes, the District shall have the ability, within thirty (30) days, to cancel its Agreement with Vendor without penalty and shall be entitled to a prorated refund of any fees paid for periods of time subsequent to the termination date.

14. Vendor agrees that in the event Vendor is directly or indirectly acquired by another company or merged with another company, and a transfer of personal information regarding District students is necessary in order to enable the assessment and undertaking of such transaction (i.e. asset sale, merger, restructuring, reorganization, liquidation, etc.), or in the event Vendor buys or sells any business assets and personal information about District students would be transferred to a third party involved in that transaction, Vendor agrees to provide the District with at least thirty (30) days advance notice of any such transfer of information. The District shall have the ability, within thirty (30) days, to cancel its Agreement with Vendor without penalty and to preclude the transfer of such personal information, and shall also be entitled to a prorated refund of any fees paid for periods of time subsequent to the termination date.

15. Vendor agrees that it shall not use the District's name, mascot, or logo without the prior written authorization of the District's Superintendent of Schools.

16. Vendor agrees that it will not engage in any forms of targeting advertising or marketing to District students. Vendor agrees that it will not allow any third party vendors to engage in any forms of targeted advertising or marketing to District students through any of its programs, services, or platforms. Additionally, Vendor agrees it will not sell, transfer, or otherwise disclose any personally identifiable information contained in District records to third party advertising, marketing, or promotional companies.

17. Vendor agrees that in the event that Vendor cancels the Agreement between the parties at no fault of the District, or suspends or materially reduces the District's access to Vendor's products/services contemplated in the Agreement at no fault of the District, the District shall be entitled to a refund of any unused portion of the fees paid to Vendor under the Agreement.

18. Vendor agrees that no person shall be excluded from participation in Vendor's services and total access to the services on the grounds of sex, color, religion, race, national origin, non-disqualifying disability or due to membership in any other class protected by law.

19. Neither party may assign any of the rights or obligations under the Agreement or subcontract any of the work or services contemplated in the Agreement without the prior written consent of both parties.

20. Vendor agrees that the District and its' users retain ownership of and all rights to any content or data submitted to Vendor. Notwithstanding the District's and its users' retention of ownership and rights, Vendor is authorized to use such content and data solely for the limited purpose of performing Vendor's obligations to the District as outlined in the Agreement.

21. Vendor acknowledges and agrees that the District is entering into this Agreement solely on its own behalf. While the District will take reasonable steps to ensure that its end user students comply with all of Vendor's applicable Terms of Use, and will take prompt, reasonable action to correct known instances of any violations of such Terms of Use, the District does not have the legal authority to bind end user students to this Agreement or any of the related Terms of Use.

22. Notwithstanding anything to the contrary in the Agreement, there shall be no automatic renewal of the underlying Agreement between the parties at the end of the stated term. At the conclusion of the stated term, the Agreement shall terminate, unless the parties have agreed in writing to an extension or a renewal of the Agreement.

I am authorized by the Vendor to sign this Addendum and I understand that this is a legally binding agreement and by my signature, indicate my intent to bind the Vendor to this Addendum.

SIGNATURES FOLLOW

LinkIt	TREDYFFRIN/EASTTOWN SCHOOL DISTRICT
By: _____	By: _____
Signature	Signature
Printed Name: Jennifer Kurtz	Printed Name:
Position: CISO, LinkIt!	Position:
Date: 13 July 2026	Date:

Consent VII, E, 13: Agreement with Morabito Baking Company Inc.

VIA: Arthur J. McDonnell, Business Manager/Board Secretary

Action Under Consideration: That the Board of School Directors approves the attached agreement between Morabito Baking Company Inc. and the Tredyffrin/Easttown School District to provide all bread procurement and delivery for the Food Service Department for the 2026-27 school year at a projected amount of $50,000 in perishable food purchase.

Awarded Contract Period

The awarded contract shall run from **July 1, 2026 through June 30, 2027**. The bread prices submitted by **Morabito Baking Company, Inc.** shall remain firm and continue in force during the entire contract period. The awarded contract may be renewed for up to four (4) additional one-year periods by mutual agreement between **Tredyffrin/Easttown School District** and **Morabito Baking Company, Inc.**

Services and products rendered because of the awarded contract must comply with all applicable regulations and statutory requirements established by the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS), Pennsylvania Department of Education Division of Food and Nutrition (PDE), and the **Tredyffrin/Easttown School District**. This includes financial and statutory requirements for operating the School Nutrition Programs, including but not limited to the following:

- 7 CFR Part 3016 and Part 3019;
- USDA Program regulations (7 CFR Part 210, Part 215, and Part 220), guidance, and instructions;
- State laws, regulations, and policies that are not in conflict with federal requirements; and
- Local laws, regulations, and policies that are not in conflict with federal requirements.

The **Tredyffrin/Easttown School District** reserves the right to terminate the awarded contract and re-award the contract to the next most competitive bidder in the event **Morabito Baking Company, Inc.** fails to supply the District with the goods and services described herein, fails to honor bid pricing, or is unable to comply with the terms and conditions described herein.

Pricing

Pricing shall be **fixed price, delivered to Tredyffrin/Easttown School District**, in effect from July 1, 2026 through June 20, 2027. Prices quoted shall not include state or federal taxes from which the **Tredyffrin/Easttown School District** is exempt.

Product Freshness

It shall be the responsibility of **Morabito Baking Company, Inc.** to always assure product freshness. Previously frozen items shall not be acceptable without prior written consent of the **Tredyffrin/Easttown School District Food Service Director**.

Packaging Requirements

All baked products shall be encased in sanitary wrappers or containers that are sufficiently strong and secure to exclude dirt and moisture. The packaging in which bread is furnished shall meet the following requirements:

1. Standard commercial packages;
2. Packages shall be securely sealed to ensure freshness of the product and protect contents from contamination; and
3. Packages that are dirty, torn, open, crushed, mashed, or damaged in any way will not be accepted.

Additionally, Morabito Baking Company, Inc. has written guarantees from all of its packaging suppliers that no PFAS is added to their products.

Delivery

Deliveries shall be made to the designated **Tredyffrin/Easttown School District** sites not less than twice per week, as ordered, unless otherwise specified by the individuals responsible for ordering.

It shall be the responsibility of **Morabito Baking Company, Inc.** to place all deliveries in the proper designated areas within each **Tredyffrin/Easttown School District** site.

Substitutes

Bread shall be ordered by the **week**, according to the SFA unit's menu. Items not included on the quotation listing shall not be delivered without prior approval from the **Tredyffrin/Easttown School District Food Service Supervisor**.

If a substitute is necessary, delivery of an equal or superior product at an equal or lower price is permitted with prior approval from the **Tredyffrin/Easttown School District Food Service Supervisor**.

Samples

It shall be the responsibility of **Morabito Baking Company, Inc.** to supply samples of all items upon request by the **Tredyffrin/Easttown School District**.

Payments

Payment of accounts will be made within thirty (30) days from receipt of the monthly invoice. All invoices are to be sent to the specified person(s) at **Tredyffrin/Easttown School District.** Credits will be given by **Morabito Baking Company, Inc.** for any product shortage, defective packages, or unsatisfactory products as determined by the **Tredyffrin/Easttown School District**.

Statements

Statements are to clearly identify each **Tredyffrin/Easttown School District** site activity by invoice number and show a total amount due for that week's activity for each SFA site.

Any errors or past-due balances must be submitted for review and payment requested within thirty (30) days of receipt of payment.

Specifications for Bread Products

Morabito Baking Company, Inc. will supply nutritional analysis and ingredient list for all products being bid.

Overall Requirements

All bread products must be produced in compliance with the conditions, regulations, and requirements of USDA FNS, PDE, and the **Tredyffrin/Easttown School District's** local governing requirements for operating the School Nutrition Programs.

Buy American

School Nutrition Programs are required to **"Buy American"** pursuant to 7 CFR 210.21 when purchasing domestic commodities or products with Federal funds, to the maximum extent practicable.

HACCP

Morabito Baking Company, Inc. has a detailed HACCP in place and must submit documentation of HACCP compliance upon request.

Product Recall Plan

Morabito Baking Company, Inc. has a comprehensive Product Recall Plan in place and shall be responsible for contacting the **Tredyffrin/Easttown School District Food Service Director** by email and/or telephone within twenty-four (24) hours, or as soon as possible, in the event that one or more products purchased by the SFA from the supplier are recalled for any reason.

Morabito Baking Company, Inc. will be required to provide an agreed-upon equivalent substitution to the **Tredyffrin/Easttown School District** within twenty-four (24) hours of the recall.

The attached Addendums to this Contract are as follows:

1. Morabito Baking Company, Inc. Small Business Statement
2. Buy American Statement
3. Buy American Statement, Ingredients and Packaging
4. Guarantee
5. Debarment Statement
6. Byrd Anti-Lobbying Amendment Compliance and Certification
7. Certificate of Liability Insurance sample
8. Ordering Procedures

Signed and executed this 19th day of August, 2026:

For Morabito Baking Company, Inc.:

Joanna G, Morabito

Vice President

Consent VII, E, 14: Agreement with Commercial Kitchen Repairs, Inc.

VIA: Arthur J. McDonnell, Business Manager/Board Secretary

Action Under Consideration: That the Board of School Directors approves the attached agreement between Commercial Kitchen Repairs, Inc. and the Tredyffrin/Easttown School District to provide installation and repair for all hot side commercial food service equipment for the 2026-27 school year on an as-needed basis.

COMMERCIAL KITCHEN REPAIRS, INC.

51 S. 14th Street
Quakertown, PA 18951
Phone: 215-538-3400 · Fax: 215-538-7161
service@ckrinc.net · ar_ap@ckrinc.net
commercialkitchenrepairs.com

Tredyffrin/Easttown School District
940 West Valley Road
Suite 1700
Wayne, PA 19087

Kendall Stokes
Supervisor of Food & Nutrition
stokeskendall@tesd.net
484-983-0860

26-27SY MAINTENANCE CONTRACT

For your review, the following is the agreement of our service rates and terms to install and repair all hot side commercial food service equipment located at Tredyffrin/Easttown School District, located in Wayne, Pennsylvania for the 2026-2027 school year on an as-needed basis.

SCOPE OF WORK

CKR, Inc. will perform maintenance on all hot side kitchen equipment on an as-needed basis, at the customer's request. Hot side kitchen equipment includes but is not limited to commercial ovens, fryers, grills, steamers, holding cabinets, soup wells, microwaves, tilt skillets, pasta cookers, coffee machines, dishwashers and garbage disposals. Please note that Commercial Kitchen Repairs, Inc. does not service refrigeration units, hoods or exhaust systems.

RATES

Commercial Kitchen Repairs, Inc. has technicians available 24/7, including weekends and holidays, and services will be rendered and billed according to the rates listed below.

Regular Time Rate
For service rendered Monday through Friday, 8:00am to 4:30pm

$130/Hour **$130 Flat Rate Travel Charge** **1 Hour Minimum**

OT Time Rate
For service rendered Saturday, Sunday, and Monday through Friday, 4:30pm to 8:00am

$195/Hour **$195 Round Trip Flat Rate Travel Charge1 Hour Minimum**

Holiday Time Rate
For service rendered on New Years Eve, New Years Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas Eve and Christmas Day.

$195/Hour **$195 Round Trip Flat Rate Travel Charge1 Hour Minimum**

Please note: These rates are for service on one piece of equipment for a minimum of one hour. Any additional time, or piece of equipment, is billed in increments of one half hour. When multiple locations or equipment will be serviced on the same day, travel charge will only be applied to one piece of equipment, including return visits. The only except is when an estimate is required, due to the original job being closed and the estimate creating a new job.

OTHER CHARGES

Commercial Kitchen Repairs, Inc will not charge for mileage or other surcharges. The standard 20-30% mark-up of manufacturer's list price on parts may be applied. Tredyffrin/Easttown School District reserves the right to request a list of manufacturer price lists for a comparison to determine the best cost on repair parts.

CONDITIONS

Commercial Kitchen Repairs, Inc. will not be held liable to repair any equipment we find to be unsafe or beyond repair, or if parts for the equipment are no longer available.

This contract will be honored for the 2026-2027 school year.

DISCLOSURE

By signing this contract, both Commercial Kitchen Repairs, Inc and Tredyffrin/Easttown School District have read this document and understand the provision, agrees to be bound by its terms and conditions, will adhere to the scheduling requirements stated and can provide all required services stated in this document.

To be completed by Commercial Kitchen Repairs, Inc.:

Jo A Durfey — 08/11/2026

Jo Durfey
Office Manager, Commercial Kitchen Repairs Inc

Date

Dillon Saggese — 08/11/2026

Dillon Saggese
General Manager, Commercial Kitchen Repairs Inc

Date

To be completed by Tredyffrin/Easttown School District:

Tredyffrin/Easttown SD Signature

Date

Printed Name

Title

Tredyffrin/Easttown SD Signature

Date

Printed Name

Title

Consent VII, E, 15: Facility Agreement with The YMCA of Greater Brandywine

VIA: Arthur J. McDonnell, Business Manager/Board Secretary

Action Under Consideration: That the Board of School Directors approves the attached facility agreement between The YMCA of Greater Brandywine and the Tredyffrin/Easttown School District for facility use for Conestoga High School's tennis teams at an amount not to exceed $6,262.50.

Vendor/Organization: Facility Usage Agreement

Vendor/Organization Name: Conestoga High School
List other names by which this organization is known:

Contact Person: Richard Mattison, Athletic Director
Address: T/E School District

Phone: 610-240-1024
Email: MattisonR@TESD.NET

☐ for-profit
X non-profit

☐ member
☐ non-member

Agreement Information
Usage Type (check one) ☐ one-time ☐ weekly ☐ bi-weekly ☐ party X other: See Schedule

Date	Time	Courts	Duration	Courts	Hours
17-Aug	3:00-5:30	L9-L16	2.5	8	20
18-Aug	3:00-5:30	L9-L16	2.5	8	20
19-Aug	3:00-5:30	L9-L16	2.5	8	20
20-Aug	3:00-5:30	L9-L16	2.5	8	20
21-Aug	3:00-5:30	L9-L16	2.5	8	20
24-Aug	3:00-5:30	L9-L16	2.5	8	20
25-Aug	3:15-6:00	L9-L16	2.75	5	13.75
26-Aug	3:00-5:30	L9-L16	2.5	8	20
14-Sep	3:15-6:00	L9-L13	2.75	5	13.75
18-Sep	3:15-6:00	L9-L13	2.75	5	13.75
22-Sep	3:15-6:00	L9-L13	2.75	5	13.75
29-Sep	3:15-6:00	L9-L13	2.75	5	13.75

Ages of Participants: 14-18

Detailed Description of access, equipment & staff needed and/or service to be performed:
Rental pertains to outdoor courts only at the specified times and days.

No makeups or additional days will be added for unused courts. There will be no refunds issued for inclement weather.

Pricing Information: Facility Usage Fees: $30/per court/per hour
208.75 hours x $30 per hour = $6,262.50

Staff Fees $ _____
Other Charges $ _____
Total Charges
Amount Due

Deposit Amount $ -
Remaining Balance $6,262.50

Contract Signed, with Insurance COI, due at time of deposit payment date

Vendor/Organization Usage & Access Details

- The YMCA is not responsible for loss of valuables. _____ (initials)
- In consideration of being permitted to use or provide non-maintenance services to the YMCA, and for receipt of cited fees, the vendor/organization, for itself and all its employees, agents, representatives, and assignees, agrees and represents that it has or will inspect and carefully evaluate such premises ten (10) days prior to access. It is further warranted that facility usage and/or performing and/or providing services and/or goods specified constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully evaluated and that the vendor/organization finds and accepts same as being safe and reasonably suited for the purpose of this contract. _____ (initials)
- The following are required **seven (7) days prior** to the rental: Certificate of Insurance, signed indemnification agreement, inspection, rental/vendor roster and payment of all balances (by certified check, cash, or credit card). Failure to meet any of these requirements will result in the cancellation of this agreement. _____ (initials)
- The vendor/organization shall provide Certificate of Insurance that includes workers' compensation insurance (per statute), Commercial General Liability with limits of $1,000,000 each occurrence/$3,000,000 general aggregate and Automobile Liability with limits of $1,000,000 combined single limit that are updated annually and provide 30 day's notice of cancellation. _____ (initials)
- The vendor/organization shall name the YMCA as additional insured on its Commercial General Liability policy with annual verification and 30 days' notice of cancellation. _____ (initials)
- The vendor/organization is responsible for any and all damages incurred during the rental and/or access to facility, caused by the vendor/organization or its employees and will be billed accordingly.
- Should the holder of the agreement wish to cancel a reserved date, the YMCA must be notified in writing ten (10) days prior to the event. Not doing so will result in forfeiture of the deposit. _____ (initials)
- The YMCA of Greater Brandywine reserves the right to revoke the vendor/organization's usage agreement at any time, if, in the judgment the YMCA, such revocation is necessary to protect the safety of the patrons, to protect its facilities, or if the usage is, in the opinion of the YMCA management, inappropriate to the mission and values of the YMCA. _____ (initials)
- Usage of the YMCA facilities in no way represent an endorsement of the YMCA of the views of groups using its facilities. Therefore, the YMCA of Greater Brandywine name may not be used in printed materials, brochures, business cards, stationary, etc., which in any way could be interpreted as implying that the YMCA of Greater Brandywine does support such view or that the YMCA of Greater Brandywine is the sponsor of said group or service. The YMCA of Greater Brandywine reserves the right to examine or approve any printed/promotional materials to ascertain that this standard is being met. _____ (initials)
- The vendor/organization shall not violate any city, county or state law in or about the said premises. _____ (initials)
- The vendor/organization shall not assign this agreement without written consent of the YMCA. _____ (initials)

Indemnification and Hold Harmless Agreement

The Tredyffrin Eastown School District agrees in consideration of its use or services to the YMCA facilities, including but not limited to its buildings, grounds, equipment and staff, to indemnify, defend and hold harmless the YMCA of Greater Brandywine, it's branches, agents, and employees (hereinafter collectively identified as the "YMCA") from and against, all claims, losses, and expenses (including, but not limited to judgments, settlement amounts, costs and counsel fees) incurred by the YMCA as a consequence of litigation, settlement or otherwise resulting from any claims including, but not limited to death, bodily injury, personal injury, emotional harm, or property damage (including total loss thereof) arising out of or connected with the vendor/organization's or its employees' use of the YMCA facilities.

The vendor/organization further agrees to maintain a Commercial General Liability policy with minimum coverage limits of $1,000,000 each occurrence/$3,000,000 general aggregate, which coverage shall remain in effect at all times during such period as the vendor/organization uses the YMCA facility; provided that the absence of applicable insurance coverage for any given indemnification claim shall not relieve the vendor/organization of its obligation to indemnify, defend and hold harmless the YMCA under this Agreement. The vendor/organization must also maintain workers' compensation insurance, according to Pennsylvania Law to cover all employees.

The vendor/organization further agrees to furnish the YMCA with evidence of such insurance coverage in the form of a valid certificate of insurance, which will be delivered, prior to the use of the facility.

To the extent the vendor/organization intends to use the YMCA facilities they agree to give the YMCA permission to incorporate use of digital images in print and electronic/social media as it pertains to all aspects of the YMCA business and marketing.

The above also agrees that the YMCA is not responsible for lost or stolen property.

INTENDING TO BE LEGALLY BOUND to the undersigned have hereunto placed their signatures:

As representative of the vendor, I agree to abide by all rules set forth by this agreement and understand that any misrepresentation will result in the invalidation of this agreement:

_____	_____	_____
Name (please print)	Signature	Date

This vendor agreement is valid only if authorized and Executive Director of the Upper Main Line YMCA.

_____	_____	_____
Name (please print)	Signature	Date

Consent VII, F, 1: Educational Services Agreements

VIA: Nicole Roy, Director of Individualized Student Services

Action Under Consideration: That the Board of School Directors approves an Educational Services Agreement for a District student with special needs. This agreement covers reimbursement for educational services for the Extended School Year 2026, at a total cost not to exceed $1,231.

The District has offered an appropriate placement for this student. The District and family have agreed to the terms in this Educational Services Agreement. This agreement reimburses the family for student placement in lieu of an offer of a Free Appropriate Public Education (FAPE) and includes a release of prior special education claims up to the end date of the agreement. The agreement has been reviewed and recommended by the District's Solicitor.

Action Under Consideration: That the Board of School Directors approves an Educational Services Agreement for a District student with special needs. This agreement covers reimbursement for legitimate educational services for the 2025-26 and 2026-27 school years, at a total cost not to exceed $32,000.

The District has offered an appropriate placement for this student. The District and family have agreed to the terms in this Educational Services Agreement. This agreement reimburses the family for student placement in lieu of an offer of a Free Appropriate Public Education (FAPE) and includes a release of prior special education claims up to the end date of the agreement. The agreement has been reviewed and recommended by the District's Solicitor.

Consent VII, F, 2: Contracts with Approved Private Schools

VIA: Nicole Roy, Director of Individualized Student Services

Action Under Consideration: That the Board of School Directors approves a contract between an Approved Private School and the Tredyffrin/Easttown School District to provide mandated services for a District student. This contract covers the 2026-27 school year at an approximate cost not to exceed $150,645.60.

This student with special needs requires an intensive program of special education services and support that exceed the capability of his/her neighborhood school. The Approved Private School ordinarily would receive 60% of the annual tuition rate through state funding, with districts funding the remaining 40%. For 2026-27, State funding is not available for this student, therefore, the TESD will fund 100% of the tuition for them. State funding will be applied as it becomes available, but this is not anticipated within the next three years. It may be necessary to request ACCESS or District contingency funds to fully support this cost.

Action Under Consideration: That the Board of School Directors approves a contract between an Approved Private School and the Tredyffrin/Easttown School District to provide mandated services for two District students. This contract covers Extended School Year 2026 and the 2026-27 school year at an approximate cost not to exceed $168,280.

These students with special needs require an intensive program of special education services and support that exceed the capability of his/her neighborhood school. The Approved Private School ordinarily would receive 60% of the annual tuition rate through state funding, with districts funding the remaining 40%. For 2026-27, State funding is not available for these students, therefore, the TESD will fund 100% of the tuition

for them. State funding will be applied as it becomes available, but this is not anticipated within the next three years. It may be necessary to request ACCESS or District contingency funds to fully support this cost.

Action Under Consideration: That the Board of School Directors approves a contract between an Approved Private School and the Tredyffrin/Easttown School District to provide mandated educational services and one-to-one services for a District student. This contract covers the 2026-27 school year at a total cost not to exceed $62,137.96.

This student with severe disabilities requires an intensive program of special education Services and support that exceed the capability of his/her neighborhood school. The Approved Private School ordinarily would receive 60% of the annual tuition rate through state funding, with districts funding the remaining 40%. State funding is available for this student's program for the current year.

Action Under Consideration: That the Board of School Directors approves an addendum between an Approved Private School and the Tredyffrin/Easttown School District to provide mandated services for a District student. This contract covers the 2026-27 school year, at a cost not to exceed $95,200.

This student with special needs require an intensive program of special education services and support that exceed the capability of his/her neighborhood school. The Approved Private School ordinarily would receive 60% of the annual tuition rate through state funding, with districts funding the remaining 40%. For 2026-27, State funding is not available for these students, therefore, the TESD will fund 100% of the tuition for them. State funding will be applied as it becomes available, but this is not anticipated within the next three years. It may be necessary to request ACCESS or District contingency funds to fully support this cost.

Consent VII, F, 3: Addendum to the Agreement with CCIU Brandywine Virtual Academy

VIA: Nicole Roy, Director of Individualized Student Services

Action Under Consideration: That the Board of School Directors approves the attached addendum to the agreement between CCIU Brandywine Virtual Academy and the Tredyffrin/Easttown School District to provide educational services to District students for the 2026-27 school year.

Chester County Intermediate Unit | Brandywine Virtual Academy
ADDENDUM TO ANNUAL AGREEMENT

This Addendum to the Chester County Intermediate Unit and Brandywine Virtual Academy Agreement (the "Addendum") is made and entered into this 10th day of August 2026, by and between Chester County Intermediate Unit ("CCIU") and TREDYFFRIN/EASTTOWN SCHOOL DISTRICT (the "Educational Entity"). CCIU and the Educational Entity may hereinafter be referred to individually as "Party" or collectively as the "Parties."

Recitals

WHEREAS, CCIU and the Educational Entity are Parties to an Annual Agreement for Providing Virtual Education Programs (the "Agreement") through Brandywine Virtual Academy ("BVA"), a division of CCIU, dated July 1, 2026, and set to end on June 30, 2027; and

WHEREAS, the parties wish to add and modify terms to the Agreement regarding CCIU and BVA's Wellness Check-In Service;

WHEREAS, to the extent that any provision of the Agreement contradicts the terms and conditions set forth within this Addendum, the terms and conditions of this Addendum shall control; so

THEREFORE; in consideration of the terms, covenants and conditions set forth herein, and with the intent to be legally bound, the Parties hereby agree as follows:

Addendum

A. **Recitals** – The Header and Recitals above are true and correct and are incorporated to this Adendum by reference.

B. **Modification of Wellness Check-In Service** – The Parties mutually agree that terms established in Section 5 of the Agreement, "Wellness Check-In Service," are subject to the following revisions and modifications pursuant to 24 P.S. § 1327.4 (Act 20):

Wellness Check-In Service

The Wellness Check-In Service is a weekly monitoring system designed to ensure the safety and well-being of full-time online students learning from home. To ensure Educational Entities maintain compliance with 24 P.S. § 1327.4 (Act 20), CCIU, through BVA, will provide

Educational Entities with a baseline paid service for weekly wellness check-ins with additional paid offerings for home based in-person wellness check-ins.

Wellness Check-In Purpose

The program serves several key purposes:

- **Student Safety** - To verify that students are safe in their home learning environment and identify any signs of abuse, neglect, or harm
- **Disability Identification** - To observe and identify any potential disabilities that may require evaluation

Compliance - To comply with 24 P.S. § 1327.4 (Act 20) requirements which mandate weekly visual contact with students learning online.

Wellness Check-In Process

- During every week in the school year that will include three (3) or more full or partial days of academic instruction, students must attend a once-a-week Zoom session with their camera and microphone on, to check in with a teacher or student advisor. Other students may also be present and checking in.
- If a student does not attend one required weekly wellness check, BVA will:
    - Make documented ongoing efforts to complete the required wellness check and contact the student's parent or guardian using at least two different methods of communication, including:
        - a written notice in the form of an automated email to the Educational Entity and the student's parent or guardian, in their preferred language, that the required wellness check has not been completed; and
        - a phone call placed by BVA to the student's parent or guardian.
    - The phone call and email will provide additional opportunities for check-ins for the next three (3) school days.
- If the required wellness check is not completed within three (3) school days after the notice is sent to the student's parent or guardian, BVA will, at no additional charge:
    - Immediately schedule a Wellness Review Conference to occur within one school day. The conference will be conducted by electronic means and/or Zoom and shall be for the purpose of completing the required wellness check through a real-time visual and audio interaction with the student, reestablishing communication with the student and the student's parent or guardian and identifying interventions to ensure that the student participates in future wellness checks.
- BVA shall convene the Wellness Review Conference as scheduled, regardless of whether the student or the student's parent or guardian participates.
- The services detailed above shall be invoiced at a cost of $156 per student/per semester.

- Should the student fail to participate in the foregoing Wellness Review Conference, the Educational Entity or BVA will, to the extent practicable, conduct a mandatory, in-person (home visit) wellness check within 24 hours of the scheduled conference.
    - Educational Entities may elect to use their own personnel to conduct the mandatory home visit wellness check at no additional charge; or
    - Educational Entities may elect for a representative employed by BVA to conduct the mandatory wellness check for an additional, per-visit, pre-determined fee of $150.00 plus travel costs per home visit for Chester County, and $200.00 plus travel costs per home visit for Berks, Bucks, Delaware, and Montgomery Counties.
- If the student fails to attend a wellness check the following week, BVA will continue with the process above and collaborate with the Educational Entity on the next steps.

Wellness Check-In Eligible Students

- Students that receive academic instruction exclusively through the Educational Entity 's virtual instruction program.

Wellness Check-In Attendance and Requirements

- Students with Educational Entity excused absences will not be included in the wellness check-in during the period covered by their excused absence documentation. BVA must be made aware of any excused absences by the Educational Entity to pause the Wellness Check-In process. BVA does not approve absences.
- If a student has an excused absence on the day a weekly wellness check is scheduled, BVA shall conduct the check in at the next Wellness Check-In time that week.
- If a student has an excused absence for all school days during a week, BVA shall exempt a student from a wellness check for that week.
- BVA may exempt a student from a weekly wellness check if the student's household is experiencing a documented Internet or power outage during the day and time in which the wellness check was attempted. The BVA shall conduct the wellness check-in on the next school day or on another school day during that same week following resolution of the Internet or power outage. The parent or guardian of the student shall provide documentation of the Internet or power outage to the BVA and Educational Entity as soon as possible.
- Wellness check-ins are required even if a student has finished their coursework for a quarter, semester, or year.
- Wellness check-ins will not take place after a student has graduated.

Wellness Check-In Frequency

- Wellness check-ins will take place each week of the school year that has three (3) or more full or partial school days.

- BVA will arrange a consistent day and time with each student and family.

Wellness Check-In Liability

BVA supports the Educational Entity in its responsibility to monitor and promote the well-being of full-time online students by providing tools, communication structures, and supplemental support. However, primary responsibility for student safety, supervision, and overall well-being remains with the Educational Entity and the student's parent(s)/guardian(s).

BVA does not assume responsibility for the direct supervision of students, emergency response, medical care, mental health services, or crisis intervention. Any concerns related to student health, safety, or welfare identified through BVA programming or communications will be promptly communicated to the Educational Entity, Children and Youth Services, and local police in accordance with established protocols. BVA teachers are mandated reports and follow all required mandated reporting procedures.

The Educational Entity retains full authority and accountability for reporting excused absences, responding to wellness concerns, implementing interventions, and ensuring compliance with applicable laws, policies, and regulations. The CCIU shall not incur any liability due to the Educational Entity's failure to provide timely and accurate information regarding students' attendance, absences, and/or access to working technology.

C. Wellness Check-In Service Election - The Parties mutually agree that beginning with the 2026-2027 school year, the Educational Entity elects to conduct weekly virtual wellness check-ins as follows:

☐ The Educational Entity elects to use its own personnel to conduct weekly virtual wellness check-ins.

☐ The Educational Entity elects for BVA to conduct weekly virtual wellness check-ins.

The Parties further agree that the Educational Entity shall pay CCIU a fixed fee of $156.00 per student, per semester for the administration of BVA's weekly wellness check-in service as described under the Agreement and this Addendum.

D. Wellness Review Conference Election – The Parties mutually agree that beginning with the 2026-2027 school year, the Educational Entity elects to conduct Wellness Review Conferences as follows:

☐ The Educational Entity elects to use its own personnel to conduct any and all Wellness Review Conferences with the student and guardian.

☐ The Educational Entity elects for BVA to conduct any and all virtual Wellness Review Conferences with the student and guardian.

- There is no additional cost for this service if BVA is conducting the Weekly Wellness Check-Ins.

E. **Home and School Visitor Election** - The Parties mutually agree that beginning with the 2026-2027 school year, the Educational Entity elects to conduct mandatory in-person wellness check-ins as follows:

☐ The Educational Entity elects to use its own personnel to conduct any and all in-person (home visit) wellness check-ins.

☐ The Educational Entity elects for a BVA Home and School Visitor to conduct any and all mandatory in-person (home visit) wellness check-ins.

- This option is available for the following counties: Chester, Bucks, Delaware, Montgomery, Berks
- Educational entities may select this option even if they are conducting their own Weekly Wellness Check-Ins and Wellness Review Meetings.

The Parties further agree that the Educational Entity shall pay CCIU a fixed fee of $150.00 plus travel costs for Chester County, and $200.00 plus travel costs for all other counties for every in-person wellness check-in required to be conducted by BVA under the Agreement and this Addendum.

F. **Educational Entity Wellness Check-In Service Liaison** – The Parties agree that the Educational Entity shall designate a contact to serve as a Wellness Check-In Service Liaison for the purpose of ensuring continuous and open contact with BVA with respect to the Wellness Check-In Service, Wellness Review Conferences, notification of any excused or unexcused absences, and coordination of mandatory in-person wellness check-ins.

G. **Billing –** The CCIU shall invoice the Educational Entity as follows:

Wellness Check-In Service (standard) - The CCIU shall invoice the Educational Entity once per semester, per student as enrolled in the standard required Wellness Check-In service. Payment shall be due within thirty (30) days of the CCIU's submission of the invoice to the Educational Entity.

In-Person (Home Visit) Wellness Check-In Service - The CCIU shall invoice the Educational Entity on a monthly basis, indicating the student for whom the in-person wellness check-in was conducted, and payment shall be due within thirty (30) days of the CCIU's submission of the invoice to the Educational Entity.

H. <u>Original Agreement</u> – The Parties agree that, except as modified by this Addendum, the remaining terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have caused this Addendum to be executed as of the date set forth above.

A selection must be made by the Educational Entity for sections C, D, and E, in addition to signing this document.

Tredyffrin/Easttown School District:

By: _____ Date: _____

Chester County Intermediate Unit:

By: _____ Date: _____

Consent VII, F, 4: Agreement with Preferred Home Health Care & Nursing Services, Inc. d/b/a Care Options for Kids

VIA: Nicole Roy, Director of Individualized Student Services

Action Under Consideration: That the Board of School Directors approves the attached agreement between Preferred Home Health Care & Nursing Services, Inc. d/b/a Care Options for Kids and the Tredyffrin/Easttown School District to provide healthcare and aide services to a District student for the 2026-27 school year.

Docusign Envelope ID: 24AC2167-F645-88FE-819B-2584BAA44A92

School Staffing Agreement

Student Name(s)	[redacted]

This Agreement is entered into on **26th day of May 2026**, by and **Tredyffrin Easttown School** located **at 940 W Vallet Rd, Suite 1700, Wayne, PA 19087** referred to in this Agreement as **SCHOOL**, and **Preferred Home Health Care & Nursing Services, Inc. d/b/a Care Options for Kids (COFK)** including its affiliates and subsidiaries, with an office located at **250 Century Parkway, Suite 325, Mount Laurel, NJ 08054** referred to in this Agreement as **COFK.**

SCHOOL requires health care personnel to provide nursing services to SCHOOL students under the general supervision of the SCHOOL and wishes to engage COFK to provide such personnel to supplement SCHOOL staff.

COFK employs health care personnel and is willing to provide such personnel to SCHOOL.

Therefore, SCHOOL and COFK agree to the following terms and conditions:

ARTICLE 1. - TERM OF AGREEMENT

Section 1.01

Term and Termination. This Agreement will be in effect for one (1) SCHOOL calendar year **07/01/2026-06/30/2027**. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. - RESPONSIBILITIES OF COFK

Section 2.01

Services. Subject to availability of qualified personnel CHHA(s), RN(s) and LPN(s), COFK will, upon request by SCHOOL, provide one-on-one nursing services to physically and/or mentally challenged SCHOOL STUDENT(s). COFK may also provide a SCHOOL nurse for sick days and vacation days for the regular/full-time SCHOOL nursing staff. Services will be provided according to the SCHOOL calendar year, provided by SCHOOL and includes, but not limited to, traveling to and/or from SCHOOL on transportation provided by SCHOOL.

Section 2.02

Personnel. COFK will supply SCHOOL with personnel who meet the following criteria:

A. Possess current state license/registration and/or certification, as applicable and appropriate for the services provided to SCHOOL, and possess CPR certification, if required by applicable laws, regulations, or accreditation standards, to be presented to SCHOOL Administrator upon request.

B. Meet COFK and SCHOOL conditions of employment regarding health clearance, provision of professional references and any other applicable hiring criteria such as a criminal background check, documentation of which will be kept in the employee file.

Docusign Envelope ID: 24AC2167-F645-88FE-819B-2584BAA44A92

Section 2.03

Nurse Pool. COFK will establish a back-up personnel pool to provide coverage in the event of personnel sickness, vacation or unexpected termination, while still allowing for consistency in STUDENT(s) care.

Section 2.04

Insurance. COFK will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than $1,000,000 per occurrence and $5,000,000 in aggregate covering acts or omissions which may give rise to liability for services under this Agreement. COFK will provide a certificate of insurance evidencing such coverage upon request by SCHOOL.

Section 2.05

Additional Insured Status and Certificate of Insurance. The SCHOOL(s), along with their respective officers, agents and employees, shall be named as Additional Insured's for Operations and Products / Completed Operations on the Contractors' Commercial General Liability Policy and the Contractor's Automobile Liability, which must be primary and noncontributory with respect to the Additional Insured's.

Section 2.06

Employer Obligations. COFK will follow its standard employment policies and procedures to verify that all personnel meet applicable licensing requirements. COFK, or its subcontractors, if applicable, will maintain direct responsibility as employer for payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, workers compensation and unemployment insurance.

ARTICLE 3. - RESPONSIBILITIES OF SCHOOL

Section 3.01

Responsibility for Student Care. SCHOOL retains full authority for STUDENT(s) care while using COFK personnel.

Section 3.02

Individual Education Programs (IEP). Services to be provided will be determined by the individual students IEP. SCHOOL will provide COFK with STUDENT(s) IEP and all duties will be carried out on SCHOOL premises including, but not limited to, the school bus or other mode of transportation when indicated by the STUDENT(s) IEP. SCHOOL agrees and guarantees, through all reasonable and necessary means, that the IEP will not contradict any aspect of STUDENT(s) plan of care, as established by STUDENT(s) physician.

Section 3.03

Right to Dismiss. If SCHOOL(s) Board or designee determines that anyone provided by COFK is incompetent, has engaged in misconduct, or has been negligent, SCHOOL may require such personnel to leave the premises and will notify COFK immediately. SCHOOL(s) obligation to compensate COFK for such personnel services will be limited to the number of hours actually worked. COFK will not reassign such personnel to SCHOOL without prior approval of the SCHOOL(s) Board or designee. COFK has the right to cure such incompetence by replacing incompetent personnel with competent personnel.

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Section 3.04

Insurance. SCHOOL will maintain at its sole expense a valid professional liability policy of insurance covering acts or omissions which may give rise to liability for services under this Agreement in an amount generally considered standard in the SCHOOL industry. SCHOOL will forward a copy of its professional liability insurance certificate to COFK prior to execution of this Agreement and will give prompt written notice of any material change in SCHOOL coverage.

Section 3.05

Placement Fee. SCHOOL will take no steps to recruit or hire as its own employees those personnel provided by COFK during the term of this Agreement. SCHOOL understands COFK is not an employment agency and that personnel are assigned to the SCHOOL to render temporary service(s) and are not assigned to become full-time employees by the SCHOOL. The SCHOOL further acknowledges the substantial investment in business related costs incurred by COFK to include advertisement, recruitment, interviewing, evaluation, reference, checks, training and supervising personnel. In the event that SCHOOL, or any affiliate, subsidiary, department, or division of SCHOOL hires personnel, SCHOOL will be in breach of this Agreement and SCHOOL agrees that damages would be too difficult to calculate. Accordingly, SCHOOL agrees that if SCHOOL recruits or hires Personnel who has been introduced to SCHOOL through this Agreement, SCHOOL agrees to give COFK one hundred eighty (180) days notice of its intent to hire, continuing to staff personnel through COFK for a minimum of thirty-six (36) hours per week through the one hundred eighty (180) days notice period or SCHOOL agrees to pay COFK liquidated damages of thirty thousand dollars ($30,000.00) or the sum of thirty percent (30%) of such Personnel annual salary (calculated as Hourly Pay Rate x 2080 Hours x 30%), whichever is greater.

ARTICLE 4. - MUTUAL RESPONSIBILITIES

Section 4.01

Orientation. COFK will cooperate with SCHOOL to provide COFK personnel with an adequate and timely orientation to SCHOOL. At a minimum, SCHOOL will orient COFK personnel to its hazardous communication procedures and the SCHOOL-specific Exposure Control Plan as it pertains to OSHA requirements for blood borne pathogens.

Section 4.02

Non-discrimination. Neither COFK nor SCHOOL will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era or any other category protected by law.

ARTICLE 5. – COMPENSATION

Section 5.01

Rates. COFK will supply personnel under this Agreement at the rates listed in Attachment A.

Section 5.02

Billing. COFK will submit invoices to SCHOOL at least monthly for personnel provided to SCHOOL. Invoices will be delivered via email to an assigned SCHOOL representative or department email address.

Docusign Envelope ID: 24AC2167-F645-88FE-819B-2584BAA44A92

Email address: _____ Contact: _____

Section 5.03

Payment. All amounts due to COFK are due and payable within thirty (30) days from date of invoice. Electronic payment via an ACH/EFT is the preferred method of payment. If unavailable, SCHOOL will send all payment to the following address:

Care Options For Kids
PO BOX 826408
Philadelphia, PA 19182-6408

Please send executed contracts and purchase orders to the following email address:

northeast.nursing.contracts@cofk.com

Section 5.04

Late Payment. Invoices not paid within thirty (30) days from issue date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%) or the maximum rate permitted by applicable law, whichever is less. If payment is not received within 60 days from billing date, then services may be subject to suspension.

Section 5.05

Rate Change. COFK will give SCHOOL at least thirty (30) days advance written notice of any change in billing/hourly rates.

ARTICLE 6. - GENERAL TERMS

Section 6.01

Independent Contractors. The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.

Section 6.02

Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with the assignor. In any event, the assigning party will remain fully responsible for compliance with all the terms of this Agreement.

Section 6.03

Indemnification. Both parties, COFK and SCHOOL, agree to indemnify and hold harmless each other, their respective directors, officers, employees and agents from and against any and all claims, actions or liabilities, which may be asserted against them by third parties in connection with the negligent performance of either COFK or SCHOOL, their respective directors, officers, employees or agents under this Agreement.

Section 6.04

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Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this agreement.

Section 6.05

Entire Contract. This Agreement constitutes the entire contract between SCHOOL and COFK regarding the services covered under this Agreement. Any agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original. No amendments to this Agreement will be effective unless made in writing and signed by both parties. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.

Section 6.06

Availability of Personnel. The parties agree that COFK(s) duty to supply personnel on request of SCHOOL is subject to the availability of qualified SCHOOL personnel. The failure of COFK to provide personnel or the failure of SCHOOL to request personnel results in no penalty and does not constitute a breach of this Agreement.

Section 6.07

Compliance with Laws. COFK agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state or local rules and regulations. If any law or regulation is enacted, modified or judicially interpreted so that any section of this Agreement would be found not to comply with such law or regulation, such section shall be deemed null and void and this Agreement shall be construed and continued in effect as if such section had never been contained herein.

ARTICLE 7. - CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.01

HIPAA Compliance. In instance where COFK received Protected Health Information, (PHI), herein referred to as HIPAA from SCHOOL, COFK agrees that it shall:

1) Comply with the applicable provisions of the Administrative simplification section of the Health Insurance Portability and Accountability Acts of 1996, as codified at 42 U.S.C. & 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated there under.

2) No use or further disclosure of any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. COFK shall implement appropriate safeguards to prevent the use or disclosure of a patient(s) PHI other than as provided for by this Agreement.

3) Promptly report to SCHOOL any violations, use and/or disclosure of a patient(s) PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

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ATTACHMENT A

School Staffing Rates

A school day consists of hours worked. (Eight (8) hours is the standard billing per day, but varies.) Transportation only cases will be billed at 2.5 hours in the AM and PM.

If special needs one-on-one services are provided, charges will be based on a rate of **$62** per hour for services rendered by an LPN.

If special needs one-on-one services are provided, charges will be based on a rate of **$62** per hour for services rendered by a RN.

SCHOOL and COFK have acknowledged their understanding of and agreement to the mutual promises written above by executing this Agreement.

School Name	**Tredyffrin Easttown School**		
Representative's Signature			
Representative's Name			
Representative's Title		Date	

Care Options for Kids	Signed by:		
Representative's Signature	Craig Hoffer 7804D4F62960437...		
Representative's Name	**Craig Hoffer**		
Representative's Title	**Regional Vice President**	Date	5/26/2026

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RIDER TO AGREEMENT BETWEEN
PREFERRED HOME HEALTH CARE & NURSING SERVICES, INC. D/B/A CARE OPTIONS FOR KIDS ("Provider") &
TREDYFFRIN/EASTTOWN SCHOOL DISTRICT ("District")

The Provider and the District hereby agree that the School Staffing Agreement between the parties dated May 26, 2026 is hereby amended and supplemented to include the following provisions. To the extent that the terms of this Rider conflict with the terms outlined in the Agreement, the parties agree that the terms of this Rider shall control.

1. The Provider and the District hereby agree that the Agreement shall be governed by the following terms and conditions:

   A. Qualifications. Provider represents that those individuals performing services to the District in accordance with the Agreement are qualified and permitted by law to perform the services outlined in the Agreement.

   B. Compliance with District Policies and Procedures. Provider agrees that those individuals performing services to the District in accordance with the Agreement will adhere to all applicable Board Policies, Administrative Regulations, rules and established procedures.

   C. Compliance with Applicable Laws. Provider agrees that it, including its employees or representatives performing services to the District in connection with this Agreement, will comply with all applicable federal, state, and local laws and regulations in carrying out its obligations in this Rider and underlying Agreement between the parties.

   D. Certifications, Disclosure Forms, Training, and Employment History Review.
      1. The following provision applies to Provider employees/agents who will have direct contact with students in connection with the provision of services under this Agreement:
         i. Provider shall provide the following required certifications to the District:
            1. PA State Police Background Check;
            2. PA Child Abuse History Clearance; and
            3. FBI Report — must be through the Pennsylvania Department of Education.
      2. Provider will provide the District with an executed PDE-6004 disclosure form for every employee or agent who performs work for the District pursuant to this Agreement. The form shall be supplied to the District prior to the employee/agent having direct contact with District students. Additionally, Provider will notify the District in writing within 72 hours if any employee or agent of Provider performing services under this Agreement is arrested or convicted of any crime.
      3. Provider agrees to provide all employees and agents performing services

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under this Agreement with mandatory child abuse training in accordance with Pennsylvania law, or, alternatively, to ensure that such individuals have undergone such training as required by law.

4. Provider employees/agents who will have direct contact with students must undergo an employment history review, which shall be conducted by Provider, in accordance with Act 168 of 2014. Such records of the review shall be made available to the District upon request, and Provider shall notify the District of receipts of any affirmative response(s) with respect to any of the abuse and sexual misconduct background questions.

E. Confidentiality and Non-Disclosure. Provider shall treat information obtained through the performance of its contract in a confidential manner and shall not disclose such information to any third party unless required to do so by law or authorized in writing by the Superintendent or designee.

F. Indemnification. Provider shall indemnify, defend, and hold the District and its directors, officers, members, agents, and employees harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorneys' fees, arising out of (1) any negligent or intentional act(s) or omission(s) of Provider and/or its affiliates, representative, directors, officers, agents, independent contractors, and employees in the performance of any and all duties and services to the District provided hereunder, except to the extent caused by, attributed to or arising from any act(s) or omission(s) on the part of the District or its agents, officers or employees and (2) any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against the District by any of Provider's employees or, in the event of death, by their personal representatives.

G. Restraints. In the event that the Provider or any employee or representative thereof who performs services for the District as contemplated in this Agreement restrains or causes to be restrained a District student, as the term "restraint" is contemplated in the Pennsylvania special education regulations, the Provider shall immediately, or as soon as practicable thereafter, notify the District's Director of Special Education and provide reasonable assistance to the District in performing any additional reporting that must take place as a result.

H. Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

I. Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the District.

J. Use of District's Name/Logo. Provider shall not use the District's name or logo without the express written authorization of the District Superintendent.

K. Promotional Materials. Provider agrees not to utilize any materials prepared in connection with the services rendered under this Agreement for promotion without

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the District's express written consent.

L. Non-Discrimination. Civil Rights - Each party agrees to comply with the provisions of Title VII of the Civil Rights Act of 1964, and the Age Discrimination in Employment Act, and all other applicable state and federal anti-discrimination laws and all regulations promulgated pursuant thereto, to the end that no person shall on the grounds of race, color, sex, religion, national origin, disability, sexual orientation, gender identity, age, or other protected characteristic be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the provision of any care or services. During the Term, Provider hereby agrees as follows:

1) In the hiring of any employees for the performance of any of the services rendered pursuant to this Agreement, Provider, or any person acting on behalf of Provider, shall not discriminate by reason of race, color, gender, gender identification, religion, national origin, disability that can reasonably be accommodated, or for any other illegal reason.
2) Neither Provider, nor any person acting on behalf of Provider, shall discriminate against or intimidate any employee involved in the performance of work or any activity required under this Agreement on account of race, color, gender, gender identification, religion, national origin, disability that can be reasonably be accommodated for any other illegal reason.
3) Provider shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4) Provider understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Agreement or from providing or receiving any services under this Agreement on the basis of a disability that can reasonably be accommodated.
5) Provider agrees to make District aware of any information in its possession or knowledge regarding accommodations required to be offered by District to any employee involved in the performance of work or any activity required under this Agreement under the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, or any similar state law. This includes any accommodations requested by the employee or reasonably known to Provider to be needed by the employee to perform the essential functions of the services being provided on behalf of the District.

M. Governing Law and Severability. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. In the event any provision of this Agreement is held to be unenforceable for any reason, such unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect.

N. Right to Know Law. Provider agrees that it will, when requested by the District, cooperate with the District in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for public

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records made under such laws. This provision does not obligate the Provider to create any record other than the written report to the District.

Intending to be legally bound hereby, the parties have set their hands the date set forth below.

TREDYFFRIN/EASTTOWN SCHOOL DISTRICT

By:_____ _____

PREFERRED HOME HEALTH CARE & NURSING SERVICES, INC. D/B/A CARE OPTIONS FOR KIDS

By: Signed by: Craig Hoffer 7804D4F62960437... _____ 06/15/26 _____
Date

Consent VII, F, 5: Agreement with UHS of Doylestown LLC d/b/a Foundations Behavioral Health

VIA: Nicole Roy, Director of Individualized Student Services

Action Under Consideration: That the Board of School Directors approves the attached agreement between UHS of Doylestown LLC d/b/a Foundations Behavioral Health and the Tredyffrin/Easttown School District to provide educational and mental health services to District students for the 2026-27 school year.

AGREEMENT TO PROVIDE
SPECIALIZED EDUCATIONAL SERVICES

This Education Program Placement AGREEMENT, hereinafter referred to as ("Agreement") is entered into this August 16th 2026 by and between UHS of Doylestown LLC d/b/a Foundations Behavioral Health, hereinafter referred to as ("Foundations"), a Pennsylvania for profit corporation with its principal place of business at 833 East Butler, Doylestown, PA 18901 and Tredyffrin/Easttown School District ("District") with its principal place of business at 940 West Valley Sweet Rd Suite 1700 Wayne, PA 19087.

WHEREAS, Foundations is a private psychiatric facility licensed and qualified to provide behavioral health services to adolescents in the Commonwealth of Pennsylvania;

WHEREAS, the LifeWorks School ("LWS") operated by Foundations is a licensed private academic school licensed by the Pennsylvania Board of Private Academic Schools under 22 PA Code, Chapters 51-63 and/or in accordance with The Private Academic School Law, Act 1988-11 whereby Foundations is authorized to enter into contractual arrangements to provide educational services to students meeting admission criteria;

WHEREAS, The LifeWorks School ("LWS") operated by Foundations will provide a 60 day Diagnostic Program in accordance with 22 PA CODE, Chapter 14 to assist the (School District) with its responsibility under Childfind. Participation in Foundations Diagnostic Program is part of the Tier 3 Response to Intervention (RTI) model used within the School District to ensure students in need of intervention are identified, evaluated, and served using evidence-based interventions.

WHEREAS, Foundations has developed a specific educational program (the "Program");

WHEREAS, District and Foundations have entered into a contractual arrangement, as further described herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound, the parties hereto agree as follows.

ARTICLE I
DEFINITIONS

1. **Definitions**: The following definitions apply regarding the text of this Agreement:

   a. "Program". For purposes of this Agreement, "Program" shall be defined as Lifeworks School;

   b. "Student". For purposes of this Agreement, "Student" shall be defined as an enrolled student at District who has been designated by District as meeting admission criteria.

c. "Specialized Services". For purposes of this Agreement, "Specialized Services" include but are not limited to occupational therapy, physical therapy, speech and language pathology and school psychology.

d. "Withdraw". For purposes of this Agreement, "Withdraw" shall be defined as the removal of a student from the official roll of Program.

ARTICLE II
FOUNDATIONS OBLIGATIONS

1. **Matriculation Rights**. District shall have the right to refer students into the Program, under the following terms and conditions:

   a. Foundations has space available to accept enrollment of the student;

   b. District shall certify to Foundations that the student meets admission criteria and provide all pertinent information to Foundations regarding said student;

   c. District will provide information reasonably requested by Foundations to assess suitability of the student for the Foundations Program.

2. **Compliance with Department of Education Guidelines and Applicable Laws.**

   a. During the entire term of this Agreement, Foundations and District agree they shall both be and remain in compliance with all applicable guidelines, requirements and mandates issued by the Commonwealth of Pennsylvania, Department of Education. In addition, the following specific assurances apply:

      (1) Foundations agrees that it shall be and remain in accordance with all regulations published by the State Board of Private Academic Schools

      (2) Foundations agrees that it, including its employees or representatives performing services to the District in connection with this Agreement, will comply with all applicable federal, state, and local laws and regulations in carrying out its obligations.

3. **Facility Requirements and Environmental Health and Safety.**

   a. The LifeWorks School buildings and any other buildings owned by Foundations and utilized by LWS conform to all applicable State and local statutes, regulations and building and safety code requirements, in addition to applicable fire and panic requirements of state, county and local laws and regulations. The LifeWorks School buildings and any other buildings owned by Foundations and utilized by LWS have been approved by the appropriate Licensing and Inspection Bureau, and a valid Certificate of Occupancy has been issued by said Department of Licensing and Inspection Bureau.

b. Foundations confirms the facilities owned by Foundations and utilized by the LWS currently comply with all physical welfare and safety regulations, ordinances or mandates prescribed or issued by the Department of Environmental Protection and any applicable local governmental authority, and that said facilities shall be and remain in compliance with all such physical welfare and safety statutes, regulations, ordinances or mandates during the entire term of this Agreement.

c. Foundations confirms that educational facilities and grounds utilized by the LWS have been approved by the local municipality or Department of Health, and that said facility shall be and remain in compliance with all applicable regulations, ordinances, statutes or mandates during the entire term of this Agreement.

d. Foundations confirms the educational facilities utilized by LWS meet all state and local statutes regarding environmental health and safety and that artificial lighting facilities, heating facilities, ventilation and cleanliness standards are being provided in concert with 24 P.S. 7-736 and 7-737.

4. Food Service

a. It shall be the responsibility of Foundations to assure that any kitchen/cafeteria facilities used for food services for students at LWS, if any, meet all applicable state and local requirements regarding food safety and sanitation.

5. Staffing

a. Employees of Foundations working in the LWS program will be of good moral character and at least 18 years of age.

b. Employees' of Foundations working in the LWS program have completed the required Employee Health Questionnaire and Statement which has been certified by a licensed health care practitioner that the individual is free of serious communicable disease that may be spread through casual contact or that the individual has a serious communicable disease that may be spread through casual contact but is able to work in the facility if specific precautions are taken that will prevent the spread of the disease to children

c. Employees of Foundations working in the LWS program are citizens of the United States or hold a United States Immigration Service Visa which authorizes them to be employed in the U.S.

d. Foundations performs appropriate background checks on employees working in the LWS program and maintains a record as required by 24 P.S. 1-111 by 23 Pa.C.S. §6344 (b.1) and (c) for all such employees. Foundations will obtain the required forms and clearances for compliance with Act 114, Section 111 of the Public School Code and the Child Protective Services Law ("CPSL"). Criminal Record Checks and Child Abuse History Clearances within the timeframe as described by state and regulatory guidelines for all employees and contractors upon hire and they will be renewed every 60 months. Federal Bureau of Investigation (FBI) Criminal Record Checks will be obtained within the timeframe as described by federal, state and local guidelines for all staff upon hire and renewed every 60 months.

e. Pursuant to Act 24 of 2011, Act 82 of 2012, and Act 168 of 2014 Foundations requires all new employees hired to submit a copy of the Pennsylvania State Criminal History background check, their Federal Criminal History Record, and sign the PDE-6004 Arrest/Conviction Report and Certification Form as required by Act 114, Section 111 of the Public School Code and the CPSL.

f. Foundations agrees to provide all employees and agents performing services under this Agreement with mandatory child abuse training in accordance with Pennsylvania law or to confirm that such employees/agents have otherwise undergone such training.

6. Student Attendance

a. Foundations agrees it shall maintain records of student attendance in accordance with pupil attendance provisions under Chapter 11 of the State Board of Education regulations. The specific method for maintaining attendance records shall be a daily physical check of each student through Foundations Administrative and Teaching Staff, documentation of said daily physical check in a written Attendance Log, kept on file at LWS, with daily contact to each parent or guardian of said student if said student is not present when school is in session. Foundations shall notify the District if and when any Student has three (3) or more unexcused absences, whether consecutive or non-consecutive.

7. Student Records

a. Foundations agrees that during the entire term of this Agreement, District shall receive written progress reports for each District student matriculated into LWS. The written progress reports shall include subject and credit information, progress grade information, attendance information, discipline records, teacher and staff comments regarding said student's educational progress, and any applicable staff comments regarding the student's behavior, conduct or other pertinent issue regarding or related, in any way, with the education of said student. Additionally, the District will receive counselor reports to provide feedback regarding the appropriateness of returning to the regular classroom/school while the student is enrolled.

8. Transportation

a. The "District" will be responsible for transportation of said students to LWS in accordance with 24 P.s. 13-1361 and 67 Pa. Code Chapter 171

9. .Health Services

a. Foundations complies with Article 14 of the School Code and compliance with said statutes, ordinances and regulations shall be effectuated by means of making available a licensed and registered school nurse at LWS.

10. Academic Standards and Assessment

a. Foundations complies in full with the academic standards and assessment under Chapter 4 of the State Board of Education Regulations and the academic standards for Reading, Writing, Speaking and Listening, and Mathematics that were adopted by the State Board of Education and published in the Pennsylvania Bulletin on January 16, 1999.

11. Non-Discrimination

a. Foundations agrees that the LWS will abide by all federal and state laws prohibiting discrimination in admissions, employment and operation on the basis of age, disability, race, creed, gender, national origin, religion, ancestry, need for special education services, or any other class protected by law.

12. Refusal to Accept Referral

a. Foundations will evaluate for appropriateness each student referred to the LWS by District. Foundations reserves the right to refuse to accept any student, who Foundations determines, in good faith, is inappropriate for the LWS program.

13. Proof of License

a. Upon written request by District, Foundations shall provide District, within ten (10) days after Foundations written receipt of same, duly notarized as true and correct copies of the original permits, licenses and/or approvals set forth in Article II, paragraph 3 of this Agreement. Further, to the extent that Foundations does receive written permits, licenses and/or approvals regarding Article II, paragraph 3 of this Agreement, duly notarized as true and correct copies of the original permits, licenses and/or approvals shall be provided upon request to District.

14. Restraints

a. In the event that Foundations or any employee or representative thereof who performs services for the District as contemplated in this Agreement restrains or causes to be restrained a District student, as the term "restraint" is contemplated in the Pennsylvania special education regulations, Foundations shall immediately, or as soon as practicable thereafter, notify the District's Director of Safety and Student Services and provide reasonable assistance to the District in performing any additional reporting that must take place as a result.

ARTICLE III
DISTRICT'S OBLIGATIONS

1. Transportation

a. The "District" will be responsible for transportation of said students to LWS in accordance with 24 P.s. 13-1361 and 67 Pa. Code Chapter 171.

2. **Removal of Students**

a. If the student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process, the District may immediately remove the student from the program with notice and a hearing to follow as soon as practicable.

3. **Educational Resources**

a. The District or the student's home school will provide LWS with materials for each student appropriate for the student's skills, grade level and age.

4. **Insolvency**

a. If District is or becomes insolvent, is declared a Distressed District under applicable Pennsylvania law, or is unable to pay any amounts due hereunder as said payments become due, then this Agreement shall automatically terminate upon the election of Foundations and all payments required hereunder for the remaining Term shall be accelerated and become automatically due and payable to Foundations within ten (10) days. If said payment is not received, all District students and related records shall not be entitled to continue to be matriculated at LWS and said records shall be forwarded by LWS to District. If said payment is received, the matriculated District students shall be entitled to remain enrolled at LWS as long as timely payments are received.

ARTICLE IV
SPECIAL EDUCATION

1. **Individualized Education Plan ("IEP").** The District and Foundations agree to share the responsibility for updating, modifying and, if necessary, creating a new IEP for special education students as follows:

a. Prior to or within a reasonable period of time from when a student is matriculated from the District to LWS, the District and LWS will review and modify, if necessary, the IEP to reflect the change in placement and/or address the needs of the student.

b. If a student's IEP expires while enrolled at LWS, the District and LWS agree to share responsibility for preparing a new IEP. Within a reasonable time period prior to expiration of the IEP, LWS will notify the District, student and parents and/or guardians of the need to schedule a meeting to discuss the IEP. District agrees to assist LWS to arrange the IEP meeting and to send an appropriate District Representative to participate in the meeting.

c. LWS will make a good faith effort to deliver all services directed by the IEP. However, the parties acknowledge LWS will not be able to deliver any Specialized Services directed by the IEP. The services of an independent contractor will be

utilized to deliver the Specialized Services. LWS will notify the District when the services of an independent contractor are needed to deliver Specialized Services. Payment for the Specialized Services will be paid as specified in Article VI.

d. LWS will notify the District of the need to perform an evaluation. District agrees to screen and evaluate all District students identified by LWS and/or District will utilize LifeWorks Diagnostic Program for evaluation services.

e. If a student is enrolled in the LWS Program at the time the student's Evaluation Report expires, LWS will notify the District. The District accepts sole responsibility to decide who will perform the testing and produce the Evaluation Report.

ARTICLE V
INDEPENDENT CONTRACTOR RELATIONSHIP

1. **Engagement of Foundations.** District engages Foundations as an independent contractor, and not as an employee, to perform the services set forth below, and Foundations hereby accepts such engagement as an independent contractor upon the terms and conditions hereinafter set forth.

2. **Independent Contractor Status.** It is mutually understood and agreed that District and Foundations are at all times acting and performing as independent contractors. Foundations shall be solely responsible for the payment of unemployment compensation, worker's compensation and any income, occupational, F.I.C.A. or other taxes, assessments, interest or penalty of any kind whatsoever assessed by any governmental agency or entity which may pertain to any monies earned, collected, paid or charged by or to Foundations or any of its employees or agents, pursuant to this Agreement. Foundations shall defend, indemnify and hold District harmless with respect thereto. In addition, Foundations and its employees shall have no claim under this Agreement or otherwise against District for any employee benefits of any kind. No relationship, other than independent contractor, is created between the parties. Neither party has any rights as agents, employee, joint venturer or partner in the business of the other.

ARTICLE VI
COMPENSATION AND BILLING

1. **Compensation.** In full consideration of the performance of Foundations obligations under this Agreement, the District agrees to pay Foundations the sum of: Please see Appendix A.

The daily rate is subject to revision on an annual basis. The District agrees to pay the rate set by Foundations for each year of the Agreement. In the event a Student is withdrawn from Program, the District will be responsible for payment up to and including the day of withdrawal. A student is considered withdrawn from Program upon written notification from District of intent to withdraw the student. Withdrawal from Program will be effective in accordance with the Notice section of this Agreement, unless a longer notice period is required to comply with all applicable federal and state laws and regulations. Retroactive withdrawal dates shall be deemed invalid.

2. **Special Education Services.** The parties anticipate that from time to time a District Student placed at LWS will have an IEP that requires the services of an independent contractor to deliver Specialized Services to LWS students. The District acknowledges and agrees LWS must contract with qualified, licensed professionals to provide the Specialized Services. Foundations will be responsible for paying persons who provide Specialized Services to District Students. District agrees it will reimburse Foundations, on a monthly basis, all amounts expended to obtain Specialized Services for District Students.

3. **Billing.** Foundations will bill District on a monthly basis during the school year. Invoices are due and payable within thirty (30) days of receipt by the District.

ARTICLE VII
INSURANCE/INDEMNIFICATION

1. **Foundations' Liability Insurance**. Foundations shall maintain, at its own cost, general liability insurance and professional liability insurance during the term of this Agreement in an amount of $1,000,000.00 per occurrence/$3,000,000.00 aggregate per year. Such coverage shall be effective to cover all services rendered by Foundations on behalf of District whether the claim arises (i) while Foundations is still covered by such policy or thereafter, or (ii) after the termination of Foundations relationship with District. Upon request, Foundations will provide a certificate of insurance to District. Foundations shall advise District in writing at least ten (10) days in advance of the cancellation or non-renewal of any insurance policy referred to above. Upon termination of this Agreement, Foundations shall continue such coverage or shall obtain "tail" coverage to protect Foundations and District in connection with all actions taken by Foundations pursuant to this Agreement. Foundations shall be permitted to maintain a program of insurance, self-insurance, captive insurance or any combination thereof to comply with the insurance requirements within this Agreement.

2. **District's Liability Insurance.** District shall maintain, at its own cost, general liability insurance and professional liability insurance during the term of this Agreement in an amount of $1,000,000.00 per occurrence/$3,000,000.00 aggregate per year. Such coverage shall be effective to cover all services rendered by District whether the claim arises (i) while District is still covered by such policy or thereafter, or (ii) after the termination of District's relationship with Foundations. Upon request, District will provide a certificate of insurance to Foundations. District shall advise Foundations in writing at least ten (10) days in advance of the cancellation or non-renewal of any insurance policy referred to above. Upon termination of this Agreement, District shall continue such coverage or shall obtain "tail" coverage to protect District and Foundations in connection with all actions taken by District pursuant to this Agreement.

3. **Insurance.** Foundations and District agree to provide mutual proof of liability and risk insurance in an amount equal to or greater than $750,000 and is deemed acceptable by LWS, the District and the District's Board of School Directors. For purposes of this Agreement, a self-funded or well rated insurance carrier, protected by the Pennsylvania Guaranty Fund or other deemed secure and stable by another similar and well recognized

stability index, shall be deemed an acceptable liability insurance carrier. In addition to the liability insurance coverage, LWS agrees to provide at all times during the term of this Agreement and to maintain worker's compensation insurance. LWS does not have any volunteer employees, but to the extent any volunteers are utilized by LWS, LWS shall procure mutually acceptable volunteer insurance. LWS and District further agree to provide each other with proof of said insurance during the entire term of this Agreement, which shall include a Certificate of Insurance naming both entities as additional insureds and setting forth the respective applicable insurance coverages and the policy term.

4. Foundations shall indemnify, defend, and hold the District and its directors, officers, members, agents, and employees harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorneys' fees, arising out of any negligent or intentional act(s) or omission(s) of Foundations, its affiliates, representative, directors, officers, agents, independent contractors, and employees in the performance of any and all duties and services to the District provided hereunder, except to the extent caused by, attributed to or arising from any act(s) or omission(s) on the part of the District or its agents, officers or employees.

5. District shall indemnify, defend, and hold the Foundations and its directors, officers, members, agents, and employees harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorneys' fees, arising out of any negligent or intentional act(s) or omission(s) of District, its affiliates, representative, directors, officers, agents, independent contractors, and employees in the performance of any and all duties and services, except to the extent caused by, attributed to or arising from any act(s) or omission(s) on the part of Foundations or its agents, officers or employees.

ARTICLE VIII
TERM AND TERMINATION

1. **Term**. The term of this Agreement shall commence on the first day of the school year beginning August 27th 2026, and shall remain in effect until the conclusion of the school year on August 12th 2027, subject to the termination provisions set forth below.

2. **Notice of Alleged Default.** In the event either party to this Agreement determines that another party to this Agreement is not meeting all of its material obligations hereunder, such party shall give written notice to the other party to cure the alleged defects in the performance of the applicable obligations under this Agreement. Such notice shall specify in detail the item(s) which the defaulting party is failing to perform pursuant to this Agreement. If at the end of a thirty (30) day period following such notice the party sending such notice is not satisfied such defect has been corrected, such party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

3. **Termination Rights.** Foundations retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by District, for any of the following reasons:

a. Failure to comply with LWS's requests for information regarding any matriculated students, or failure to cooperate with LWS staff regarding matriculation procedures set forth herein;

b. Failure to make any payment required hereunder or pay any Foundations invoice when due;

c. Violations of any provisions of state or federal law from which District has not been exempted;

d. District or the District Board of School Directors has been indicted for and convicted of fraud.

e. District may termination this Agreement with or without cause upon providing thirty (30) days' prior written notice to Foundations.

4. **Effect of Termination**. In the event this Agreement is terminated, all monies due shall be paid according to the terms of the Agreement for services provided through the effective date of termination.

ARTICLE IX
CONFIDENTIALITY, HIPAA AND MHPA

1. **Confidentiality.** District and Foundations acknowledge both parties will have access to certain proprietary and confidential information of the other party including, but not limited to, curriculum, student data, and other information physically in the parties' possession, hereinafter referred to as ("Confidential Information"). District and Foundations agree not to use, disclose or divulge, directly or indirectly, any Confidential Information belonging to the other party during the term of this Agreement or at any time thereafter other than in connection with performing services under this Agreement. Each party (the "Disclosing Party") may, in the course of the relationship established by this Agreement, disclose to the other party in confidence non-public information concerning utilization management procedures, patient treatment and/or finances, and such party's earnings, volume of business, methods, systems, practices, plans and other Proprietary Information (collectively, "Confidential Information"). Each party acknowledges that the Disclosing Party shall at all times be and remain the owner of all Confidential Information disclosed by such party, and that the party to which Confidential Information is disclosed shall be use its best efforts, consistent with the manner in which is protects its own Confidential Information, to preserve the confidentiality of any Confidential Information which such party knows or reasonably shall know that the Disclosing Party deems to be Confidential Information. Neither party shall use for its own benefit or disclose to third parties any Confidential Information of the other party without such other party's written consent.

2. **The Family Educational Rights and Privacy Act .** The Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99 is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students." FERPA allows schools to disclose those records, without consent, to appropriate parties in accordance with 34 CFR § 99.31. To the extent LWS creates records and obtains information concerning LWS students that is

protected by FERPA, LWS will remain in compliance with all applicable provisions of FERPA.

3. **HIPAA and the Mental Health Procedures Act.** The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), a federal law, and the Mental Health Procedures Act ("MHPA"), a state law, require mental health facilities, like Foundations, to take specific steps to protect the confidential mental health information and records created and/or obtained during the course of providing services to patients. To the extent LWS creates records and obtains information concerning LWS students that is protected by HIPAA and the IV1HPA, that confidential information will only be disclosed to the District upon valid authorization. Valid consent must be obtained from the student, parents and/or guardians. LWS will take reasonable steps to obtain authorization for release of information protected by HIPAA and the IV1HPA.

ARTICLE X
MISCELLANEOUS

1. **Access.** LWS agrees that the District shall have access, at mutually agreeable dates and times, to the records and facilities to ensure that the program is in compliance with all applicable provisions. All student records created or generated by Foundations are the property of Foundations; provided, however, that the District shall be entitled to reasonable access to such records. The parties shall maintain the confidentiality of the student records so as to comply with all applicable state and federal laws and regulations.

2. **Notification of Claims.** District agrees to promptly notify Foundations of all inquiries and complaints received by District concerning Foundations. District shall assist Foundations in responding to such inquiries and resolving such complaints.

3. **Assignment/Subcontracting**. This Agreement may not be assigned, delegated or transferred by either party. None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the District.

5. **Entire Agreement.** This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supercedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supercede any course of performance and/or usage of the trade inconsistent other than by an agreement in writing, duly signed by all parties. This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties.

4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effects to its conflict of laws provisions. The parties agree venue is proper in Bucks and Delaware County.

5. **Waiver**. The waiver by either party to this Agreement of any one or more defaults, if any, on the part of the other, shall not be construed to operate as a waiver of any other future defaults, either under the same or different terms, conditions, or covenants contained in this Agreement, in its Exhibits, or in written notice hereunder.

6. **Notices.** All notices shall be deemed received on the day personally delivered, or on the second day after mailing, certified or registered, return receipt requested, to the addresses reflected on the signature page, or to such other addresses as the parties shall respectively by written notice designate.

7. **Binding Effects.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors.

8. **Counterparts.** This Agreement may be executed in counterparts. Facsimile copies of signatures shall serve as acceptable substitutes for original signatures, and shall be legally binding. By executing this Agreement, each party hereto ratifies that all necessary Board action has been approved and obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulations and statutes.

9. **Severability.** The parties agree that in the event any provision of this Agreement shall or become invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in this Agreement.

10. **Use of District's Name/Logo.** Foundations shall not use the District's name or logo without the express written authorization of the District Superintendent.

11. **Promotional Materials.** Foundations agrees not to utilize any materials prepared in connection with the services rendered under this Agreement for the purpose of illustration, advertising, publication or promotion without the District's express written consent.

12. **Right to Know Law**. Foundations agrees that it will, when requested by the District, cooperate with the District in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for public records made under such laws. This provision does not obligate Foundations to create any record other than the written report to the District.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

UHS of DOYLESTOWN LLC D/B/A FOUNDATIONS BEHAVIORAL HEALTH
833 East Butler Avenue
Doylestown, PA 18901

By: _____
Amy Smith
Chief Executive Officer
UHS of Doylestown LLC d/b/a Foundations Behavioral Health

Tredyffrin/Easttown School District

By: _____
Title

Attest: _____

Title: _____

Appendix A

The daily rate is subject to revision on an annual basis. The district agrees to pay the rate set by Foundations for each year of the Agreement. Regular School Year ("RSY" daily rates are effective August 16th 2026 through June 30th 2027 and Extended School Year "ESY" daily rates are effective July 1st 2027 through August 20th 2027, or according to the 2026-2027 Program Calendar ("Calendar") which is incorporated herein by reference. RSY and ESY dates provided in the Calendar are subject to change at the sole discretion of Foundations. To the extent of any conflict between the effective dates provided in this Agreement and the Calendar, the Calendar shall control. The daily rate applies to either in-person/face-to-face education or remote/virtual learning. In the event a student withdraws from attendance, the district will be responsible for payment up to and including the day of withdrawal. In the event a student requires an ancillary service not listed below, Foundations will notify the district of the cost prior to the start of the service.

Rate Sheet	
Education Services:	**2026-2027 SY**
Emotional Support School Full Day	$ 284.00
Emotional Support School Half Day	$ 171.00
Emotional Support School ESY	$ 185.00
Emotional Support Elementary School Full Day	$ 304.00
Emotional Support Elementary School Half Day	$ 182.00
Emotional Support Elementary ESY	$ 198.00
Autism School Full Day	$ 400.00
Autism School Half Day	$ 240.00
Autism School ESY	$ 261.00
Autism II School Full Day	$ 451.00
Autism II School Half Day	$ 271.00
Autism School ESY	$ 294.00
Elementary ID Full Day	$ 461.00
Elementary ID Half Day	$ 277.00
Elementary ID ESY	$ 301.00
60 Day Diagnostic Program	$ 388.00
ASD 60 Day Diagnostic Program	$ 406.00

Rate Sheet (continued)	
Ancillary Services (per hour unless otherwise noted):	
One to One	$ 29.00
Personal Care Aide	$ 52.00
Physical Therapy	$ 201.00
Occupational Therapy	$ 189.00
Speech Therapy	$ 146.00
Feeding Team Services	$ 189.00
Augmentative Assistive Communication Services	$ 166.00
Brain Steps Services	$ 146.00
Vision Services	$ 196.00
Orientation and Mobility Services	$ 196.00
Technology for Visions Services	$ 196.00
Hearing Services (including Audiology)	$ 226.00
Interpreter Services (Daily Rate)	$ 629.00
C Print Captionist Services (Daily Rate)	$ 529.00

Consent VII, F, 6: Agreement with Lakeside Youth Service d/b/a Lakeside Educational Network

VIA: Nicole Roy, Director of Individualized Student Services

Action Under Consideration: That the Board of School Directors approves the attached agreement between Lakeside Youth Service d/b/a Lakeside Educational Network and the Tredyffrin/Easttown School District to provide educational and therapeutic support services to District students for the 2026-27 school year.

AGREEMENT

AND NOW, Agreement is made on the date set forth below by and between TREDYFFRIN/EASTTOWN SCHOOL DISTRICT, with administrative offices located at 940 West Valley Road, Suite 1700, Wayne, PA 19087, (hereinafter "the School District") and LAKESIDE YOUTH SERVICE, with administrative offices located at 1350 Welsh Road, Suite 400, North Wales, PA 19454, (hereinafter "Lakeside"), a 501(c)(3) non-profit organization whose nature of business is educational and therapeutic support services for school age children and their families and training for adults and professional development.

Recitals

WHEREAS, the School District has certain responsibilities with respect to resident students and certain students placed in facilities by the School District, and to its staff; and

WHEREAS, Lakeside is a corporation established for the purpose of providing services for children and families, and training for professionals and adults; and

WHEREAS, Lakeside, subject to the terms and conditions of this Agreement, shall be providing certain educational and therapeutic services and/or training or professional development that shall, subject to the terms and conditions of this Agreement, be reimbursed by the School District;

NOW, THEREFORE, in consideration of the foregoing premises, and intending to be legally bound hereby, the parties agree as follows:

1.0 Lakeside's Responsibilities

1.01. **Reservation of Slots.**

(A) Lakeside shall reserve zero (0) general education and zero (0) special education slots for students referred by the School District to a school program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy (not including the Elementary Program) and/or Upper Merion Vantage Academy (not including the E-Learning Program), for the 2026-2027 school year as delineated on the official 2026-2027 school calendar and daily schedule of the program of Lakeside to which students are referred.

(B) In the event that additional general and/or special education slots are available in a school program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy (not including the Elementary Program) and/or Upper Merion Vantage Academy (not including the E-Learning Program), after the execution of this Agreement, those slots shall be available to all participating school districts on a "first come, first served" basis.

(C) Education slots are contracted solely between the parties and are not transferable to any other entity.

(D) For purposes of definition, an "education slot" shall be equal to one hundred eighty (180) days of educational services. There shall be no accrual of educational days if the total number of education slots purchased is not utilized during any period within the school year.

1.02. **Per Diem Placements.** In the event that additional general and/or special education openings are available throughout the school year in a program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy including its Elementary Program and/or Upper Merion Vantage Academy including its E-Learning Program, those openings shall be available to all

participating school districts on a "first come, first served" basis. The cost for placements in such openings shall be based on a per diem amount.

1.03. **Provision of Educational Services.** Lakeside shall admit students referred by the School District in consideration of the students' needs and the ability of Lakeside to meet those identified needs as assessed during the referral and enrollment process. Lakeside shall provide at its sole cost and expense and through its own employees and/or contractors, all the educational services required for each student covered by this Agreement. Should a student require auxiliary or related services not customarily provided by Lakeside, such as, but not limited to, services and/or therapies related to speech, language and/or audiology disorders, language interpretation, services provided by a Certified Reading Specialist, a specialized reading program, services provided by a Board-Certified Behavior Analyst, one-to-one behavioral support, services provided by a Certified School Psychologist including testing and evaluations, and/or Occupational and/or Physical Therapy, the School District shall choose to provide or fund those services separately or affect a change of placement for the student.

Lakeside agrees that the imposition of discipline and any attempt to remove a student from a school program of Lakeside shall be accordance with all applicable laws, including but not limited to, the provisions of the Public-School Code, Individuals with Disabilities Education Act, and any related or implementing regulations. Without conflict to the aforementioned, should Lakeside become aware of concerns regarding its ability to meet the needs of or determine or otherwise conclude, at any point, that it can no longer meet the needs of any School District student enrolled or attending a program of Lakeside, Lakeside must provide to the School District prompt written notice and documentation of the student's failure to progress, including explanation of incident(s)/circumstance(s) surrounding Lakeside's concerns and strategies/interventions employed by Lakeside. As such, Lakeside reserves the right to utilize therapeutic interventions including its behavior management system to further engage the student in the program. Additionally, Lakeside shall have the right to suspend, expel or remand the student back to the School District. If the student is not removed from Lakeside by action of the School District within ten (10) school days after notification, Lakeside shall have the right to charge and collect from the School District an amount calculated at twice the applicable rate for said student until the student is removed from Lakeside's program. Such action shall only be taken after thorough consultation with and notification of the appropriate liaison of the School District.

1.04. **Provision of In-School Counseling Services.** Lakeside shall provide the School District with the counseling services of zero (0) FTE Lakeside In-School Counselors for the 2026-2027 school year. Should Lakeside be unable to provide qualified, credentialed staff to fill the In-School Counselor role(s), invoicing shall be adjusted accordingly.

1.05. **Provision of Mobile Support Services.** Lakeside shall provide the School District with placement openings in Lakeside's Mobile Support Program on an as needed basis. The frequency and duration of counseling and/or academic services provided to each student the School District places in Lakeside's Mobile Support Program shall be mutually agreed upon by the School District and Lakeside.

1.06. **Standards for Lakeside's Performance.**

(A) **Professional and Skilled Services by Lakeside.** Lakeside shall provide all of the services subject to this Agreement in a professional and competent manner and in compliance with the Public School Code, the regulations of the State Board of Education, the standards of the Secretary of Education, the Individuals with Disabilities Education Act and the regulations promulgated pursuant to the Individuals with Disabilities Education Act as well as any other applicable federal, state and local laws and regulations, by and through an adequate number of employees or contractors who are properly trained, qualified and

competent to provide the services required and to insure a safe educational environment free from abuse, harassment, intimidation or other unlawful or improper conduct.

(B) **Clearances and Background Checks.** Lakeside certifies that every employee, agent, and independent contractor that shall perform services for the School District under this Agreement has current Pennsylvania State Police (PATCH) and Federal Bureau of Investigation (FBI) Criminal History Background Checks. Upon request by the School District, Lakeside shall provide copies of the criminal history background checks to the School District and the School District may retain copies of the criminal history background checks pursuant to Pennsylvania School Code, 24 P.S. §1-111. Such criminal history background checks shall be no older than sixty (60) months at any time during the term of this Agreement.

Lakeside certifies that every employee, agent, and independent contractor that shall perform services for the School District under this Agreement has current Pennsylvania Child Abuse History Clearance Certification pursuant to the Child Protective Services Act, 23 Pa. C.S. §6355. Upon request by the School District, Lakeside shall provide copies of the original clearances to the School District and the School District may retain copies of the clearances pursuant to applicable law. Such clearances shall be no older than sixty (60) months at any time during the term of this Agreement.

As a provider of contracted services, Lakeside shall provide the School District with copies of fully completed PDE-6004 disclosure forms for every employee or contractor who performs work for the School District pursuant to this Agreement. Additionally, Lakeside shall notify the School District any time that any of its employees, agents or independent contractors who are performing work on behalf of the School District are either arrested or charged with a criminal offense. Such notice shall be provided in writing on form PDE-6004 and within seventy-two (72) hours of the arrest or conviction.

As a provider of contracted services, Lakeside certifies that prior to providing services to students under this Agreement, Lakeside has performed the employment history review required by Act 168 of 2014 and shall provide the School District with access to such records upon request. If any affirmative response is provided to the abuse and sexual misconduct background questions, Lakeside shall notify the School District in writing in advance of that individual's assignment to the School District and if the School District objects to the assignment, then Lakeside may not assign the employee to the school entity.

(C) **Adoption and Enforcement of Policies.** Lakeside shall adopt and/or maintain and enforce policies and practices to prohibit improper and unlawful conduct by its employees, contractors, and volunteers, including unlawful discrimination, harassment, and intimidation.

(D) **Staffing.** Lakeside shall hire and retain staff of good moral character as can be determined by the interview and reference process. All staff shall be a minimum of eighteen years of age. Each staff member shall provide, by his/her date of hire, a physician's certificate indicating that he/she has no communicable diseases, and he/she has been tested for tuberculosis. All staff must be either citizens of the United States or hold a visa authorizing them to reside and seek employment in the United States. Furthermore, all staff performing services to the School District are qualified and permitted by law to perform such services.

(E) **Training.** Lakeside shall ensure that all employees, agents, and representatives performing services under this Agreement are provided with adequate training, including, but not limited to, mandatory child abuse recognition training in compliance with Pennsylvania Law – Act 126 and Act 31. With respect to employees who shall be providing education services to students under this Agreement, Lakeside shall properly train its employees,

contractors, and volunteers with respect to the requirements that they not engage in improper or unlawful conduct.

(F) **Compliance with the School District's Policies and Procedures.** All staff performing services to the School District in accordance with this Agreement shall adhere to all applicable Board Policies, Administrative Regulations, and rules and established procedures of the School District.

1.07. **Special Education and Related Services.** With respect to students who have been identified as exceptional, Lakeside shall ensure that the special education and related services that are provided by Lakeside are provided in accordance with the individualized education program, if any, or in accordance with the "stay put" requirements of law, as applicable.

1.08. **Cooperation with the School District.** Lakeside shall fully cooperate with any and all evaluations and investigations requested by the School District with respect to any student enrolled in a program of Lakeside who is receiving services under this Agreement. Lakeside shall require its staff to cooperate with the School District in such activities as evaluations, investigations, delivery of services, conferences and the like. This provision shall not be construed to require Lakeside to disclose any information that is confidential under law; provided, however, that "student records" as defined in the Family Educational Rights and Privacy Act (hereinafter "FERPA") shall be disclosed by Lakeside to the School District.

1.09. **Accurate Accounting.** Lakeside shall be responsible for accurate accounting with respect to each student served and shall provide accurate invoices identifying the name of each student served, the student's date of birth and home address.

1.10. **Licenses and Certifications.** Lakeside shall obtain and maintain all necessary approvals, licenses and/or certifications that may be required by governmental or certifying agencies, whether federal, state, or local, to enable Lakeside to perform the services required under this Agreement. Lakeside shall notify the School District immediately in the event that such licenses, approvals and/or certificates are not obtained or maintained, have lapsed, been suspended, or revoked. In addition, Lakeside shall promptly notify the School District in the event that any governmental or certifying agency initiates any action that may have any effect on any of the approvals, licenses and/or certifications.

1.11. **Confidentiality and Non-Disclosure.** Lakeside acknowledges that this Agreement creates a relationship of confidence and trust on the part of Lakeside for the benefit of the School District. During the term of this Agreement, Lakeside may be responsible, in whole or in part, for the creation of, or may acquire, certain confidential information of the School District and its students, including, but not limited, to education records under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g et seg. and/or protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Pub. L. 104-191, and acknowledges that the School District would not have entered into this Agreement unless it was assured that all confidential information would be held in confidence by Lakeside and only for the benefit of the School District and its students. During the term of this Agreement and at all times thereafter, Lakeside shall keep all such confidential information in confidence and will not disclose any of the same to any other person, except Lakeside's personnel who are entitled thereto, and other persons designated in writing by the School District unless required to do so by law. Lakeside shall not cause, suffer, or permit the confidential information to be used for the gain or benefit of any party other than the School District or for Lakeside's personal gain or benefit outside the scope of Lakeside's engagement by the School District under this Agreement. Lakeside shall take all reasonable action that the School District deems necessary or appropriate to prevent the unauthorized use or disclosure of, or to protect the School District's interests in such confidential information. Lakeside shall maintain proper policies pertaining to confidentiality of student records and shall properly train its

employees, contractors, and volunteers with respect to confidentiality requirements and compliance with said policies.

1.12. **Transportation.** The transportation services provider, either Lakeside or the School District, shall be mutually agreed upon by Lakeside and the School District. If it is mutually agreed upon for Lakeside to provide transportation services, Lakeside shall supervise and be responsible for all aspects of transportation for students placed in a school program of Lakeside including insurance, when students who are in the care, custody or control of Lakeside are transported by Lakeside. Should a student become homeless as deemed by the School District, Lakeside may continue providing transportation services if the student resides in another school district serviced by Lakeside's transportation services and if mutually agreed upon by Lakeside and the School District. Should a student become homeless as deemed by the School District and reside in a school district not serviced by Lakeside's transportation services, the School District may request Lakeside to provide transportation services. Lakeside, however, shall not be required to provide transportation services to a student who is deemed homeless by the School District and resides outside of the School District.

1.13. **Facilities.** Lakeside shall provide facilities that have been approved by the Pennsylvania Department of Labor and Industry and are in compliance with municipal fire, safety, and panic requirements.

1.14. **Environmental Health and Safety.** Lakeside shall provide facilities that meet state and local statutes regarding environmental health, physical welfare, and safety of students in attendance.

1.15. **School Food Service.** In each of Lakeside's school programs, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy and Upper Merion Vantage Academy, Lakeside shall provide or host a food service program that is in compliance with the Pennsylvania Department of Education, Pennsylvania Department of Agriculture and Montgomery County Department of Health.

1.16. **Student Attendance.** Lakeside shall maintain records of each enrolled student by daily physical check and recordation in an attendance log on file with Lakeside. Lakeside shall provide notice to each parent/guardian of an enrolled student and monthly reports to the School District's attendance office if an enrolled student is not present when otherwise required to be present on or at the designated facility of Lakeside. Lakeside shall comply with the provisions of Chapter 11 of the Pennsylvania Board of Education's regulations as to student attendance. Additionally, notwithstanding anything to the contrary in this Agreement, to the extent the School District students placed at any one of Lakeside's programs, Lakeside shall notify the School District any time a placed student has accumulated three (3) or more unexcused absences from the student's placement.

1.17. **Student Records.** Lakeside shall collect and maintain in an appropriate file system, complete, accurate and detailed records pertaining to each student.

1.18. **Requirements Under Safe Schools.** Lakeside shall comply with the provisions of Article XIIIA of the School Code and shall maintain a written policy with regard to its compliance. Reports shall be maintained in a central incident report file as well as in individual students' files.

1.19. **Health Services.** Lakeside shall provide or work cooperatively with its host school districts to provide health services as prescribed under Article 14 of the School Code. At Lakeside School and Lakeside Girls Academy, this shall be done by providing a registered nurse on staff when school is in session.

1.20. **Academic Standards.** Lakeside shall maintain compliance with the academic standards prescribed under Chapter 4 of the regulations of the State Board of Education.

1.21. **Insurance.** Lakeside, at its own expense, shall maintain a policy or policies of professional liability and general liability insurance, providing coverage in the amounts of at least one million and 00/100 dollars ($1,000,000.00) per occurrence and three million and 00/100 dollars ($3,000,000.00) in the aggregate per year, which insures Lakeside and each of its officials, staff, and volunteers, thereof against any act, error or omission of Lakeside and Lakeside's officials, staff, and volunteers.. Lakeside shall include the School District as a named insured on the policy or policies of general liability insurance. All insurance policies shall be maintained with companies authorized to do business in the Commonwealth of Pennsylvania and certificates of coverage shall be furnished to the School District upon request. Additionally, Lakeside shall provide all legally required insurances, such as, by way of example and not limitation, workers' compensation. Lakeside shall promptly advise the School District of any changes, cancellations, or non-renewals of any required insurance.

1.22. **Notification of Governmental Inquiries of Investigations.** With respect to any student receiving services from Lakeside under this Agreement, Lakeside shall:

(A) Promptly advise the School District in the event that any governmental or certifying agency conducts any investigation of any nature into the operations of Lakeside; and

(B) Advise the School District of the nature of the allegations of the complaint or investigation. This provision shall not be construed to require Lakeside to disclose any information that it is prohibited from disclosing under any confidentiality law.

1.23. **Transition of a Student to a Less Restrictive Educational Environment.** When, in the judgment of Lakeside and the School District, a student appears ready to transition to a placement less restrictive than the placement in a program of Lakeside, the criteria shall be reviewed in each such case. The School District and Lakeside agree that decisions regarding the educational program for each exceptional student shall be made in accordance with applicable law. Any dispute that may arise concerning an individual student's educational program shall be subject to resolution through special education due process procedures in accordance with state and federal law. Lakeside represents that it is familiar with those laws, including the stay put provisions of the law, and agrees that it shall comply with the stay put or pendent placement requirements of state and federal law.

1.24. **Nondiscrimination**. Lakeside shall abide by all federal and state laws prohibiting discrimination in admissions, employment, and operation on the basis of disability, race, creed, gender, gender identity, gender expression, sexual identity, national origin, religion, ancestry, need for special education services, non-disqualifying disability or due to membership in any other class protected by law, subject to Lakeside's right to receive waivers from the same or Lakeside's rights of noncompliance as set forth in applicable legal standards.

1.25. **Restraints.** In the event that Lakeside or any employee or representative thereof who performs services for the School District as contemplated in this Agreement restrains or causes to be restrained a School District student, as the term "restraint" is contemplated in the Pennsylvania special education regulations, Lakeside shall immediately, or as soon as practicable thereafter, notify the School District's Director of Special Education, or his/her designate, and provide reasonable assistance to the School District in performing any additional reporting that must take place as a result.

2.0 School District's Responsibilities

2.01. **Identification of Referred Students.** The School District shall establish and maintain identification policies for referred students that comply with informal hearing procedures set forth in 22 Pennsylvania Code 12.8 (c). The School District herewith assures Lakeside that notice of such hearings shall precede placement of the identified students in a program of Lakeside.

2.02. **Fees.**

(A) **Educational Services (Slots).** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a fee for each education slot covered by this Agreement in the amount of thirty-nine thousand, twenty and 00/100 ($39,020.00) for each general education slot, and forty-four thousand, nine hundred forty and 00/100 dollars ($44,940.00) for each special education slot. Such educational service charges shall be invoiced separately and shall be paid by the School District as set forth below.

(B) **Educational Services (Per Diem Placements).** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a fee for each per diem placement covered by this Agreement in the amount of three hundred forty-eight and 00/100 dollars ($348.00) for each general education placement, four hundred ten and 00/100 dollars ($410.00) for each special education placement and four hundred sixty-six and 00/100 dollars ($466.00) for each Souderton Vantage Academy Elementary Program placement. Such educational service charges shall be invoiced separately and shall be paid by the School District as set forth below.

(C) **Supplemental Support Services.** Subject to the terms, conditions, and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a per diem fee of sixty-nine and 00/100 dollars ($69.00) for each student receiving supplemental support services at Lakeside School. Supplemental support services are defined as a student receiving Special Education supports and services provided by Special Education personnel for more than 20% of the school day. Such supplemental support service charges shall be invoiced separately and shall be paid by the School District as set forth below.

(D) **In-School Counseling Services.** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside an annual fee for the services provided by a Lakeside In-School Counselor(s) covered by this Agreement in the amount of zero and 00/100 dollars ($0.00). Such charges for In-School Counseling Services shall be invoiced separately and shall be paid by the School District as set forth below.

(E) **Mobile Support Program Services**. Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a fee for each placement covered by this Agreement in the amount delineated on Lakeside's Mobile Support Program's current Rate Schedule. Such Mobile Support Program Service charges shall be invoiced separately and shall be paid by the School District as set forth below.

(F) **Transportation Services.** If it is mutually agreed upon for Lakeside to provide transportation services, the School District shall pay transportation charges of zero and 00/100 dollars ($0.00) per day per student with respect to all students who are placed at Lakeside School or Lakeside Girls Academy and transported by Lakeside. All transportation service charges shall be invoiced separately and shall be paid by the School District as set forth below. Additionally, a fuel surcharge shall be added based on the

average cost of fuel per gallon as reported by AAA on the first day of each month. The surcharge shall be two percent (2%) of the total monthly invoice for each zero and 50/100 dollar ($0.50) per gallon increase in the cost of fuel over four and 00/100 dollars ($4.00).

For example:

- At $4.01 - $4.50 per gallon, 2% of the total monthly transportation invoice
- At $4.51 - $5.00 per gallon, 4% of the total monthly transportation invoice
- At $5.01 - $5.50 per gallon, 6% of the total monthly transportation invoice

(G) **Total Cost.** The total cost for services covered by this Agreement, i.e. Educational Services (Slots) – paragraph 2.02 (A), In-School Counseling Services – paragraph 2.02 (E), and Transportation Services, if invoiced annually – paragraph 2.02 (G) shall be zero and 00/100 dollars ($0.00).

(H) **Initial Deposit.** Upon execution of this Agreement, the School District shall pay an initial deposit in the amount of zero and 00/100 dollars ($0.00).

(I) **Monthly Cost.** Each monthly invoice, September through June of the school year to which this Agreement pertains, shall be in the amount of zero and 00/100 dollars ($0.00).

(J) **Invoices.** All charges for services provided as per this Agreement shall be invoiced monthly. Any payments due under this Agreement shall be due forty-five (45) calendar days after receipt by the School District of a properly detailed invoice. Balances unpaid by the School District in excess of forty-five (45) calendar days shall be subject to a fee of five percent (5%). Balances unpaid by the School District in excess of ninety (90) calendar days shall be subject to a fee of eight percent (8%). Unpaid balance fees may be waived by the mutual agreement of Lakeside and the School District. In the event Lakeside undertakes any action to enforce any of its rights under this Agreement, including without limitation any action for payment of any invoice, the prevailing party shall be entitled to receive reimbursement for reasonable attorney's fees.

2.03. **Student Enrollment.** In cooperation with Lakeside, the School District shall establish a student's date of enrollment and date of discharge from a program of Lakeside. Unless agreed upon mutually, a student's date of discharge may not be made retroactive to a student's final date of enrollment as recorded by Lakeside. The School District shall be responsible for all invoiced charges incurred from a student's date of enrollment through and including a student's date of discharge from a program of Lakeside that shall include school days a student is present and school days a student is absent for any reason.

2.04. **Cooperation with Lakeside.** The School District shall cooperate with Lakeside and shall collaborate on topics and interventions related to the educational program being provided to each student.

2.05. **Non-Solicitation Nor Hiring of Lakeside Staff.** The School District shall not solicit nor hire a Lakeside staff member serving the School District as an independent contractor within a period of sixty (60) days from the Lakeside staff member's termination of employment from Lakeside. Lakeside's exclusive remedy for any such breach by the School District shall include the following:

(A) Lakeside shall have sixty (60) days to recruit, hire and adequately train a replacement.

(B) For the aforementioned sixty (60) days, the School District shall be responsible to provide any legally mandated services to students previously provided by the Lakeside staff member.

(C) The School District shall continue paying Lakeside for the services of the Lakeside staff member as per the terms of this Agreement.

The provisions of this paragraph may be abbreviated by Lakeside provided a replacement is procured in less than sixty (60) days or waived by the written mutual agreement of Lakeside and the School District.

Additionally, should the School District hire a Lakeside staff member serving the School District as an independent contractor within a period of sixty (60) days from the Lakeside staff member's termination of employment from Lakeside, as compensation for Lakeside's recruitment, hiring and training of the Lakeside staff member, the School District shall pay to Lakeside, a fee equal to twenty percent (20%) of the School District's annual cost for the Lakeside staff member's services.

3.0 General Terms and Conditions

3.01. **Independent Contractor Status of Lakeside.** In fulfilling its obligations under this Agreement, Lakeside shall be an independent contractor for all purposes and not an employee or agent of the School District. Lakeside hereby certifies that it is a private, independent corporation that shall exercise the discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. Lakeside shall use its own judgment in determining the method, means and manner of performing this Agreement and shall be responsible for the proper performance of this Agreement in accordance with all applicable federal, state, and municipal laws, regulations, and orders. By this Agreement, Lakeside intends to be an independent contractor in relationship to the School District. Consequently, neither Lakeside nor any employee, volunteer, contractor, or agent of Lakeside shall be considered an employee, volunteer, contractor, or agent of the School District at any time, under any circumstances, for any purpose. Neither the School District nor Lakeside is the agent of the other, nor shall have the right to bind the other by contract, or otherwise, except as specifically set forth in this Agreement.

3.02. **Subcontracting.** None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the School District.

3.03. **Non-sectarian Use of Funds.** Lakeside warrants that the monies received under this Agreement shall not be used for, or to advance, sectarian purposes.

3.04. **Right to Know Law.** Lakeside agrees that it will, when requested by the School District, cooperate with the School District in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for public records made under such laws. This provision does not obligate Lakeside to create any record other than the written report to the School District.

3.05. **Indemnity.** Lakeside shall indemnify, hold harmless and defend the School District, its board members, officials, employees, volunteers, agents and attorneys from any and all claims, complaints, demands, costs, suits, actions, penalties, withheld subsidy, and costs (including, by way of example and not limitation, attorney's fees and litigation costs and expenses) with respect to or arising out of Lakeside's operations, any activity under the control or sponsorship of Lakeside and/or any action or inaction by Lakeside, its officials, employees, agents, contractors or volunteers in connection with any of its obligations under this Agreement or any of the students or relatives of students being served by Lakeside and/or arising out of the School District's enforcement of any term and condition of this Agreement, including costs and attorney's fees incurred by the School District in enforcing this indemnity, hold harmless and defense provision. It is intended that this indemnity, defense and hold harmless provision to be given its broadest possible meaning and that the School District's board members, officials, employees, volunteers, agents, insurers, and employees are expressly considered to be third party beneficiaries with respect to this provision. Lakeside shall be granted a credit for any amounts paid to or on behalf of the School District, its

board members, officials, employees, volunteers, agents, or attorneys by any insurer of Lakeside. In the event the School District or any person required to be indemnified by Lakeside in accordance with this Agreement receives any notice of any claim for which indemnification by Lakeside is or might be sought, the School District and/or person shall immediately provide said notice to Lakeside and provide periodic updates of the nature and status of the claim upon written request from Lakeside. Lakeside has the right to select counsel, who must be competent in the scope and nature of legal representation for the case/claim specific issues, for the party seeking indemnification and Lakeside has the right to decide upon payment terms for said legal counsel before legal counsel is hired by any party who is or might seek indemnification hereunder, in order for this indemnification provision to be enforceable. Lakeside must consent to any litigation decision concerning the resolution of any claim for which indemnification from Lakeside is or may be sought for this indemnification clause to be enforceable. Additionally, any insurance coverage available to the School District or any person that provides coverage of attorney's fees, case costs and/or coverage for any claim or judgment must be exhausted before Lakeside has any obligation to indemnify any School District or person hereunder, except that Lakeside shall be responsible for the payment of any applicable deductible(s) in the event that such insurance invoked.

3.06. **Assignment.** No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

3.07. **Term.** This Agreement shall continue in full force and effect for a term commencing July 1, 2026, and ending June 30, 2027.

3.08. **Termination.** This Agreement may be terminated as follows:

(A) At any time by mutual agreement of the School District and Lakeside; or

(B) By the School District or Lakeside if the other party breaches this Agreement or otherwise fails to perform the contractual obligations; or

(C) By the School District in the event:

(1) Lakeside ceases to do business; or

(2) Lakeside seeks protection of any nature from creditors.

(D) By the School District upon providing Lakeside with thirty (30) days' prior written notice.

3.09. **Rates & Services.** Lakeside reserves the right to adjust rates for additional services rendered to students covered by this Agreement, or for additional educational slots purchased in excess of those provided for in this Agreement. Lakeside, shall, at the beginning of each subsequent contract year, and subject to the approval of the School District, have the right to adjust the cost of education slots and offer such slots for contract without regard to the prior year's contract terms.

3.10. **Remedies**, **Waiver of Rights.** All remedies of the parties hereto shall be cumulative. No party hereto shall be deemed to have waived any of its rights, powers, or remedies hereunder unless such waiver is in writing and signed by the parties hereto.

3.11. **Severability.** All agreements and covenants herein contained are severable. In the event that any provision of this Agreement should be held to be unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby. Any court (or arbitrator) construing this Agreement is expressly granted the authority to revise any invalid or unenforceable provision hereof in order to render same enforceable.

3.12. **Integration.** This Agreement constitutes the entire agreement of the Parties and supersedes any negotiations or prior agreement or understanding of the Parties with respect to the term of this Agreement. This Agreement may not be modified or amended by any oral statement or alleged course of conduct, but only by a written agreement signed by all parties. There are no representations, promises, agreements, warranties, covenants, or undertakings of the Parties other than those contained herein or in the Exhibits expressly referenced herein.

3.13. **Force Majeure.** The Parties shall not be liable for any failure to perform under this Agreement if such failure is due to causes beyond their reasonable control, including, but not limited to, acts of God or the public enemy, fire, floods, labor disputes, or the judgment or order of any court or governmental agency.

3.14. **Headings.** The headings of any Article or Section hereof are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.

3.15. **Context.** Reference in this Agreement to the singular shall be meant to include reference to the plural and vice versa. Reference in this Agreement to the masculine gender shall be meant to include the female and neuter and vice versa.

3.16. **Duplicates.** In the event that two or more copies of this Agreement are executed by all the parties hereto, each copy shall be deemed an original, but all shall collectively constitute the same instrument.

3.17. **Counterparts.** In the event that two or more counterparts of this Agreement are executed, all such counterparts shall collectively constitute the same instrument.

3.18. **Notices.** All notices, requests and approvals required by this Agreement shall be:

(A) Given in writing; and

(B) Addressed to the parties as indicated in this Agreement unless either party notifies the other of a change in address; and

(C) Deemed to have been given upon delivery thereof.

Any notice sent by mail shall be sent postage prepaid and by registered or certified mail, with return receipt requested.

3.19. **Benefit.** Except as herein otherwise provided, this Agreement shall inure to the benefit of and shall be binding upon all parties as specifically and expressly identified herein and their respective personal representatives, heirs, successors, and assigns. No other person, party, or organization shall be intended to be a third-party beneficiary of this Agreement.

3.20. **Waiver.** One or more waivers or any representation, covenant, term, or condition contained herein shall not be construed as a waiver of a subsequent breach of the same representation, covenant, term, or condition. The consent or approval by any party to or of any act by any other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent or approval of any subsequent similar act.

3.21. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflict of law rules.

3.22. **Act 48**. The provisions of this contract are intended to conform to the requirements of Act 48 of 1999.

3.23. **Survival.** All indemnity, hold harmless and defense the provisions of this Agreement shall survive termination of this Agreement. All rights of Lakeside within this Agreement shall survive the termination of this Agreement.

3.24 **Use of District's Name/Logo.** Lakeside shall not use the School District's name or logo without the express written authorization of the School District's Superintendent.

IN WITNESS THEREOF, the parties hereto, with the intention of being legally bound hereby, have caused this Agreement to be signed and sealed the day and year set forth below.

SCHOOL DISTRICT

By: _____ _____
Date

By: _____

LAKESIDE YOUTH SERVICE d/b/a
LAKESIDE EDUCATIONAL NETWORK

By: _____ June 30, 2026
Gerald W. Vassar, President/CEO Date

By: _____
Lisha Morancie, CFO/VP of Administration

Consent VII, F, 7: Agreements with Lindros ABA Consultation, LLC

VIA: Nicole Roy, Director of Individualized Student Services

Action Under Consideration: That the Board of School Directors approves the attached agreement between Lindros ABA Consultation, LLC and the Tredyffrin/Easttown School District to provide educational and related services to District students during the Extended School Year 2026.

Action Under Consideration: That the Board of School Directors approves the attached agreement between Lindros ABA Consultation, LLC and the Tredyffrin/Easttown School District to provide educational and related services to District students during the 2026-27 school year.

Lindros ABA Consultation, LLC
244 Montpelier Dr
Downingtown, PA 19335
484-888-3214
Slindros@lindrosaba.com

Social Skills Camp Agreement

THIS AGREEMENT, made and entered into effective as of June 2nd 2026, is by and between

LINDROS ABA CONSULTATION, LLC (hereinafter "LINDROS ABA CONSULTATION, LLC")

and

Tredyffrin-Easttown School District
(hereinafter "TE School District" or "Client")

In consideration of the mutual covenants herein contained, and intending to be legally bound, the Parties hereby agree as follows:

1. LINDROS ABA CONSULTATION, LLC agrees to render social skills camp for students identified by the TE School District. All reports will be distributed to the school district. TE School District will be responsible for the distribution of reports to other parties. Each consultant will maintain on-file copies of all reports. Said social skills camp may include:

- Social Skills Program Design and Implementation
- Staff Training and support
- Data driven program development
- Reinforcer assessments
- Provide consultation and clinical supervision and oversight to the social skills program
- Develop appropriate data collection tools to objectively measure progress
- On-going review of social skills data to determine progress

2. LINDROS ABA CONSULTATION, LLC shall be reimbursed at the rate of $300.00/per student per week for a minimum of 30 students.

4. Billing Invoices.
LINDROS ABA CONSULTATION, LLC will submit a billing invoice on a monthly or biweekly basis to TE School District for the work done that month, and TE School District will pay any such invoice within 30 days of receipt of a properly itemized invoice to facilitate the maintenance of services to designated student(s) of the TE School District.

5. Qualifications of Consultant.
LINDROS ABA CONSULTATION, LLC warrants that each consultant is professionally qualified to perform the specified BCBA Consulting Services and represents to TE School District that each consultant has a Master's level degree, and is a Board Certified Behavior Analyst.

6. Professional Liability Insurance.
LINDROS ABA CONSULTATION, LLC warrants that each consultant maintains and will continue to maintain their own professional liability insurance related to the performance of such services. Coverage amounts are outlined in the Rider that accompanies this Agreement.

7. Independent Contractor.
LINDROS ABA CONSULTATION, LLC shall remain completely independent in performance of BCBA Consulting Services under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee relationship between LINDROS ABA CONSULTATION, LLC and TE School District. Each consultant is fully responsible for all income tax reporting and requirements arising from the BCBA Consulting Services performed under this Agreement. Each consultant is not entitled to any compensation or benefits under this Agreement other than the amounts described above.

8. LINDROS ABA CONSULTATION, LLC agrees to treat all records and other types of communication regarding the students in this contract, in accord with appropriate confidentially laws and regulations (including the Family Educational Rights and Privacy Act.)

9. LINDROS ABA CONSULTATION, LLC warrants that each consultant will maintain current Pennsylvania Child Abuse and Criminal Record Check clearances, and FBI Fingerprint Clearance.

10. Term of Agreement; Termination of Agreement
This Agreement may be terminated by either party at any time with or without cause. In the event the termination is without cause, fourteen (14) days prior written notice shall be required. In the event that termination is with cause, no prior notification shall be required. If the Agreement is terminated, LINDROS ABA CONSULTATION, LLC will submit a final billing invoice to TE School District for any unpaid services within 7 days of the termination of the Agreement, who will pay any such invoice within 30 days of receipt of a properly itemized invoice.

11. Ownership of Consultant Files.
All files and documents and data, regardless of format or media in which maintained, generated or written by LINDROS ABA CONSULTATION, LLC in connection with this Agreement shall remain the property of LINDROS ABA CONSULTATION, LLC; however,

copies of such files and documents and data shall be provided to TE School District upon request.

12. General Provisions. The following general provisions apply to and are part of this Agreement:
[a] Choice of Law. This is a Pennsylvania Agreement, to be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.
[b] Incorporation of Schedules. All of the Schedules attached to this Agreement are incorporated herein as if fully set forth.
[c] Arbitration. The Parties agree that any disputes or claims arising under or relating to this Agreement shall be exclusively resolved by an arbitration to be held in Chester County, Pennsylvania before a single Arbitrator under the commercial arbitration rules of the American Arbitration Association.
[d] Joint and Several Liability. All liabilities of the Client arising under this Agreement are joint and several, and if there is more than one Client, each Client agrees to be fully responsible for all liabilities arising hereunder as a surety without the need for the Consultant to seek award, judgment or collection from more than one of the Clients.
[e] Amendment. This Agreement may not be changed or modified in any way subsequent to the date of execution hereof, except by an additional writing signed by the Parties and appended hereto.
[f] Entire Agreement. This Agreement constitutes the entire Agreement of the Parties and supersedes all prior Agreements, understandings and negotiations.

Lindros ABA Consultation, LLC
244 Montpelier Dr
Downingtown, PA 19335
484-888-3214
Slindros@lindrosaba.com

IN WITNESS WHEREOF, and agreeing to be legally bound thereby, the Parties affix their signatures hereto effective this 2nd day of June, 2026.

CLIENT(S):

Print Name: _____

Signature:_____ Date: _____

Print Name: Shelbi Lindros_____

Signature: _____ Date: _____

Lindros ABA Consultation, LLC
244 Montpelier Dr
Downingtown, PA 19335
484-888-3214
Slindros@lindrosaba.com

Social Skills Camp Agreement

Schedule A

For Clients: Tredyffrin-Easttown School District

Rates for Payment under Section 2:

Reimbursement for Social Skills Camp 300.00/per student/per week for a minimum of 30 students.

RIDER TO AGREEMENT BETWEEN
LINDROS ABA CONSULTATION, LLC ("Provider") &
THE TREDYFFRIN-EASTTOWN SCHOOL DISTRICT ("District")

The Provider and the District hereby agree that the SOCIAL SKILLS CAMP AGREEMENT between the parties dated June 2, 2026 ("Agreement") is hereby amended and supplemented to include the following provisions. To the extent that the terms of this Rider conflict with the terms outlined in the Agreement, the parties agree that the terms of this Rider shall control.

1. The Provider and the District hereby agree that the Agreement shall be governed by the following terms and conditions:

   A. Qualifications. Provider represents that those individuals performing services to the District in accordance with the Agreement are qualified and permitted by law to perform such services.

   B. Compliance with District Policies and Procedures. Provider agrees that those individuals performing services to the District in accordance with the Agreement will adhere to all Board Policies, Administrative Regulations, rules and established procedures.

   C. Compliance with Applicable Laws. Provider agrees that it, including its employees or representatives performing services to the District in connection with this Agreement, will comply with all applicable federal, state, and local laws and regulations in carrying out its obligations in this Rider and underlying Agreement between the parties. Additionally, Provider affirmatively acknowledges that the District is a participant in the School-Based ACCESS Program ("SBAP"). Provider agrees to comply with all applicable District and SBAP procedures, requirements, and requests to ensure the District is able to timely and accurately submit for the maximum amount of reimbursement to which it is entitled under the SBAP with respect to Provider's services to District students.

   D. Certifications, Disclosure Forms, Training, and Employment History Review.
      1. The following provision applies to Provider employees/agents who will have direct contact with students in connection with the provision of services under this Agreement:
         i. Provider shall provide the following required certifications to the District:
            1. PA State Police Background Check;
            2. PA Child Abuse History Clearance; and
            3. Federal Criminal History Background Check – FBI Report
      2. Provider will provide the District with an executed PDE-6004 disclosure form for every employee or agent who performs work for the District pursuant to this Agreement. The form shall be supplied to the District prior to the employee/agent coming onto District property or having direct contact with

District students. Additionally, Provider will notify the District in writing within 72 hours if any employee or agent of Provider performing services under this Agreement is arrested or convicted of any crime.

3. Provider agrees to provide all employees and agents performing services under this Agreement with mandatory child abuse training in accordance with Pennsylvania law or to confirm that such employees/agents have otherwise undergone such training.
4. Provider employees/agents who will have direct contact with students must undergo an employment history review, which shall be conducted by Provider, in accordance with Act 168 of 2014. Such records of the review shall be made available to the District upon request, and Provider shall notify the District of receipts of any affirmative response(s) with respect to any of the abuse and sexual misconduct background questions.

E. Confidentiality and Non-Disclosure. Provider shall treat information it obtains through the performance of its contract in a confidential manner and shall not disclose such information to any third party unless required to do so by law or authorized in writing by the Superintendent or designee.

F. Provision of Data to District. Notwithstanding anything to the contrary in the Agreement, the Provider agrees to promptly provide meaningful student information and progress-related data to the District, as reasonably requested by the District. This could include, but need not be limited to, academic records, attendance records, student discipline-related information, and/or progress monitoring data.

G. Insurance. Provider, at its own expense, shall maintain a policy or policies of professional liability and general liability insurance, providing coverage in the amounts of at least One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate per year, which insures Provider and each employee/agent thereof against any act, error or omission of Provider and Provider's employees/agents. Provider shall include the District as a named insured on the policy or policies of general liability insurance. All insurance policies shall be maintained with the companies authorized to do business in the Commonwealth of Pennsylvania and certificates of coverage shall be furnished to the District upon request.

H. Indemnification. Provider shall indemnify, defend, and hold the District and its directors, officers, members, agents, and employees harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorneys' fees, arising out of (1) any negligent or intentional act(s) or omission(s) of Provider and/or its affiliates, representative, directors, officers, agents, independent contractors, and employees in the performance of any and all duties and services to the District provided hereunder, except to the extent caused by, attributed to or arising from any act(s) or omission(s) on the part of the District or its agents, officers or employees and (2) any direct claim for workers' compensation benefits for job-related bodily injury

or death asserted against the District by any of Provider's employees or, in the event of death, by their personal representatives.

District shall indemnify, defend, and hold Provider and Provider's employee(s) harmless from and against any and all liability, judgments, costs, damages, claim or demands, including, without limitation, reasonable attorneys' fees, arising out of any negligent or intentional act(s) or omission(s) of the District, except to the extent caused by, attributed to or arising from any act(s) or omission(s) on the part of Provider or Provider's agents, officers or employees.

I. Restraints. In the event that the Provider or any employee or representative thereof who performs services for the District as contemplated in this Agreement restrains or causes to be restrained a District student, as the term "restraint" is contemplated in the Pennsylvania special education regulations, the Provider shall immediately, or as soon as practicable thereafter, notify the District's Director of Safety and Student Services and provide reasonable assistance to the District in performing any additional reporting that must take place as a result.

J. Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

K. Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the District.

L. Use of District's Name/Logo. Provider shall not use the District's name or logo without the express written authorization of the District Superintendent.

M. Promotional Materials. Provider agrees not to utilize any materials prepared in connection with the services rendered under this Agreement for the purpose of illustration, advertising, publication or promotion without the District's express written consent.

N. Non-Discrimination. The parties to this Agreement agree that no person shall be excluded from participation in the services and total access to the services provided hereunder on the grounds of sex, color, religion, race, national origin, non-disqualifying disability or due to membership in any other class protected by law.

O. Governing Law and Severability. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability of thereof shall not affect the remainder of this Agreement, which shall remain in full force and affect enforceable in accordance with its terms.

P. Right to Know Law. Provider agrees that it will, when requested by the District, cooperate with the District in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for

public records made under such laws. This provision does not obligate the Provider to create any record other than the written report to the District.

Q. Termination. Paragraph 10 of the underlying agreement is hereby deleted and replaced as follows;

> This Agreement may be terminated by either party at any time with or without cause by providing fourteen (14) days' prior written notice to the other party. If the Agreement is terminated, LINDROS ABA CONSULTATION, LLC will submit a final billing invoice to TE School District for any unpaid services within 7 days of the termination of the Agreement, who will pay any such invoice within 30 days of receipt of a properly itemized invoice.

Intending to be legally bound hereby, the parties have set their hands and seals the date set forth below.

TREDYFFRIN-EASTTOWN SCHOOL DISTRICT

By:_____ _____
Date

ATTEST:

By:_____

LINDROS ABA CONSULTATION, LLC

By:_____ 6/15/2024
Date

ATTEST:

By:_____

Lindros ABA Consultation, LLC
244 Montpelier Dr
Downingtown, PA 19335
484-888-3214
Slindros@lindrosaba.com

BCBA and Support Services Consulting Agreement

THIS AGREEMENT, made and entered into effective as of June 2nd, 2026, is by and between

LINDROS ABA CONSULTATION, LLC (hereinafter "LINDROS ABA CONSULTATION, LLC")

and

Tredyffrin-Easttown School District
(hereinafter "TE School District" or "Client")

In consideration of the mutual covenants herein contained, and intending to be legally bound, the Parties hereby agree as follows:

1. LINDROS ABA CONSULTATION, LLC agrees to render ABA Consultation services and related behavior services for students identified by the TE School District. Said consulting services may include:

- Classroom-wide Behavior Consultation Services
- ABA Program Design
- Staff Training and support
- Data driven program development
- Conduct VB-MAPP updates to track student progress
- Conduct AFLLS, Essential Skills for Living or other life skills assessments to track student progress
- Reinforcer assessments
- Attendance and participation at IEP meetings, and other district-requested meetings
- Provide consultation and clinical supervision and oversight to the ABA program
- Evaluation and clinical assessment (i.e. Functional Behavior Assessment)
- Development of Positive Behavior Support Plan (PBSP) if needed, including the staff training component
- Develop appropriate data collection tools to objectively measure progress
- On-going review of clinical data to determine progress and appropriate services levels
- Provide consultation, as needed, to school personnel
- Conduct Professional Development Workshops, at the request of TE School District
- Provide support in the implementation of Social Skills programs

- All reports will be distributed to the school district. TE School District will be responsible for the distribution of reports to other parties. Each consultant will maintain on-file copies of all reports.

2. LINDROS ABA CONSULTATION, LLC shall be reimbursed at the rate of:
Reimbursement for BCBA Consultation Services at the rate of $110.00/hr.
Reimbursement for BSC Consultation Services at the rate of $75.00/hr.
Reimbursement for Personal Care Assistant (PCA 1) Services at the rate of $34.50/hr.
Reimbursement for Paraprofessional Services (shared support) at the rate of $26.50/hr.
Reimbursement of Registered Behavior Technician (RBT) Services at the rate of $45.00/hr
Reimbursement for Homework Club Assistant at the rate of $29.00/hr.
Reimbursement for FLITE Homework Club Teacher at the rate of $47.00/hr
Reimbursement for tutor at the rate of $68.00/hr.
Reimbursement for substitute teacher at the rate of $188.00/day.
Reimbursement for ESY teacher at the rate of $48.00/hr.
Reimbursement for ESY tutor at the rate of $68.00/hr.
Reimbursement for ELD paraeducator at the rate of $32.00/hr.

4. Billing Invoices.
LINDROS ABA CONSULTATION, LLC will submit a billing invoice on a monthly or biweekly basis to TE School District for the work done that month, and TE School District will pay any such invoice within 30 days of receipt of a properly itemized invoice to facilitate the maintenance of services to designated student(s) of the TE School District.

5. Qualifications of Consultant.
LINDROS ABA CONSULTATION, LLC warrants that each consultant is professionally qualified to perform the specified BCBA Consulting Services and represents to TE School District that each consultant has a Master's level degree, and is a Board Certified Behavior Analyst.

6. Professional Liability Insurance.
LINDROS ABA CONSULTATION, LLC warrants that each consultant maintains and will continue to maintain their own professional liability insurance related to the performance of such services. Coverage amounts are outlined in the Rider that accompanies this Agreement.

7. Independent Contractor.

Lindros ABA Consultation, LLC
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484-888-3214
Slindros@lindrosaba.com

LINDROS ABA CONSULTATION, LLC shall remain completely independent in performance of BCBA Consulting Services under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee relationship between LINDROS ABA CONSULTATION, LLC and TE School District. Each consultant is fully responsible for all income tax reporting and requirements arising from the BCBA Consulting Services performed under this Agreement. Each consultant is not entitled to any compensation or benefits under this Agreement other than the amounts described above.

8. LINDROS ABA CONSULTATION, LLC agrees to treat all records and other types of communication regarding the students in this contract, in accord with appropriate confidentially laws and regulations (including the Family Educational Rights and Privacy Act.)

9. LINDROS ABA CONSULTATION, LLC warrants that each consultant will maintain current Pennsylvania Child Abuse and Criminal Record Check clearances, and FBI Fingerprint Clearance.

10. Term of Agreement; Termination of Agreement
This Agreement may be terminated by either party at any time with or without cause. In the event the termination is without cause, fourteen (14) days prior written notice shall be required. In the event that termination is with cause, no prior notification shall be required. If the Agreement is terminated, LINDROS ABA CONSULTATION, LLC will submit a final billing invoice to TE School District for any unpaid services within 7 days of the termination of the Agreement, who will pay any such invoice within 30 days of receipt of a properly itemized invoice.

11. Ownership of Consultant Files.
All files and documents and data, regardless of format or media in which maintained, generated, or written by LINDROS ABA CONSULTATION, LLC in connection with this Agreement shall remain the property of LINDROS ABA CONSULTATION, LLC; however, copies of such files and documents and data shall be provided to TE School District upon request.

12. General Provisions. The following general provisions apply to and are part of this Agreement:
[a] Choice of Law. This is a Pennsylvania Agreement, to be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.
[b] Incorporation of Schedules. All of the Schedules attached to this Agreement are incorporated herein as if fully set forth.
[c] Arbitration. The Parties agree that any disputes or claims arising under or relating to this Agreement shall be exclusively resolved by an arbitration to be held in Chester County,

Lindros ABA Consultation, LLC
244 Montpelier Dr
Downingtown, PA 19335
484-888-3214
Slindros@lindrosaba.com

Pennsylvania before a single Arbitrator under the commercial arbitration rules of the American Arbitration Association.
[d] Joint and Several Liability. All liabilities of the Client arising under this Agreement are joint and several, and if there is more than one Client, each Client agrees to be fully responsible for all liabilities arising hereunder as a surety without the need for the Consultant to seek award, judgment, or collection from more than one of the Clients.
[e] Amendment. This Agreement may not be changed or modified in any way subsequent to the date of execution hereof, except by an additional writing signed by the Parties and appended hereto.
[f] Entire Agreement. This Agreement constitutes the entire Agreement of the Parties and supersedes all prior Agreements, understandings, and negotiations.

IN WITNESS WHEREOF, and agreeing to be legally bound thereby, the Parties affix their signatures hereto effective this 2nd day of June, 2026.

CLIENT(S):

Print Name: _____

Signature:_____ Date: _____

Print Name: Shelbi Lindros_____

Signature: _____ Date: _____

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244 Montpelier Dr
Downingtown, PA 19335
484-888-3214
Slindros@lindrosaba.com

BCBA Services Consulting Agreement

Schedule A

For Clients: Tredyffrin-Easttown School District

Rates for Payment under Section 2:

Reimbursement for BCBA Consultation Services at the rate of $110.00/hr.
Reimbursement for BSC Consultation Services at the rate of $75.00/hr.
Reimbursement for Personal Care Assistant (PCA 1) Services at the rate of $34.50/hr.
Reimbursement for Paraprofessional Services (shared support) at the rate of $26.50/hr.
Reimbursement of Registered Behavior Technician (RBT) Services at the rate of $45.00/hr
Reimbursement for Homework Club Assistant at the rate of $29.00/hr.
Reimbursement for FLITE Homework Club Teacher at the rate of $47.00/hr
Reimbursement for tutor at the rate of $68.00/hr.
Reimbursement for substitute teacher at the rate of $188.00/day.
Reimbursement for ESY teacher at the rate of $48.00/hr.
Reimbursement for ESY tutor at the rate of $68.00/hr.
Reimbursement for ELD paraeducator at the rate of $32.00/hr.

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Downingtown, PA 19335
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RIDER TO AGREEMENT BETWEEN
LINDROS ABA CONSULTATION, LLC ("Provider") &
THE TREDYFFRIN-EASTTOWN SCHOOL DISTRICT ("District")

The Provider and the District hereby agree that the BCBA and Support Services Consulting Agreement between the parties dated June 2, 2026 ("Agreement") is hereby amended and supplemented to include the following provisions. To the extent that the terms of this Rider conflict with the terms outlined in the Agreement, the parties agree that the terms of this Rider shall control.

1. The Provider and the District hereby agree that the Agreement shall be governed by the following terms and conditions:

   A. Qualifications. Provider represents that those individuals performing services to the District in accordance with the Agreement are qualified and permitted by law to perform such services.

   B. Compliance with District Policies and Procedures. Provider agrees that those individuals performing services to the District in accordance with the Agreement will adhere to all Board Policies, Administrative Regulations, rules and established procedures.

   C. Compliance with Applicable Laws. Provider agrees that it, including its employees or representatives performing services to the District in connection with this Agreement, will comply with all applicable federal, state, and local laws and regulations in carrying out its obligations in this Rider and underlying Agreement between the parties. Additionally, Provider affirmatively acknowledges that the District is a participant in the School-Based ACCESS Program ("SBAP"). Provider agrees to comply with all applicable District and SBAP procedures, requirements, and requests to ensure the District is able to timely and accurately submit for the maximum amount of reimbursement to which it is entitled under the SBAP with respect to Provider's services to District students.

   D. Certifications, Disclosure Forms, Training, and Employment History Review.
      1. The following provision applies to Provider employees/agents who will have direct contact with students in connection with the provision of services under this Agreement:
         i. Provider shall provide the following required certifications to the District:
            1. PA State Police Background Check;
            2. PA Child Abuse History Clearance; and
            3. Federal Criminal History Background Check – FBI Report
      2. Provider will provide the District with an executed PDE-6004 disclosure form for every employee or agent who performs work for the District pursuant to this Agreement. The form shall be supplied to the District prior to the employee/agent coming onto District property or having direct contact with

District students. Additionally, Provider will notify the District in writing within 72 hours if any employee or agent of Provider performing services under this Agreement is arrested or convicted of any crime.

3. Provider agrees to provide all employees and agents performing services under this Agreement with mandatory child abuse training in accordance with Pennsylvania law or to confirm that such employees/agents have otherwise undergone such training.
4. Provider employees/agents who will have direct contact with students must undergo an employment history review, which shall be conducted by Provider, in accordance with Act 168 of 2014. Such records of the review shall be made available to the District upon request, and Provider shall notify the District of receipts of any affirmative response(s) with respect to any of the abuse and sexual misconduct background questions.

E. Confidentiality and Non-Disclosure. Provider shall treat information it obtains through the performance of its contract in a confidential manner and shall not disclose such information to any third party unless required to do so by law or authorized in writing by the Superintendent or designee.

F. Insurance. Provider, at its own expense, shall maintain a policy or policies of professional liability and general liability insurance, providing coverage in the amounts of at least One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate per year, which insures Provider and each employee/agent thereof against any act, error or omission of Provider and Provider's employees/agents. Provider shall include the District as a named insured on the policy or policies of general liability insurance. All insurance policies shall be maintained with the companies authorized to do business in the Commonwealth of Pennsylvania and certificates of coverage shall be furnished to the District upon request.

G. Indemnification. Provider shall indemnify, defend, and hold the District and its directors, officers, members, agents, and employees harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorneys' fees, arising out of (1) any negligent or intentional act(s) or omission(s) of Provider and/or its affiliates, representative, directors, officers, agents, independent contractors, and employees in the performance of any and all duties and services to the District provided hereunder, except to the extent caused by, attributed to or arising from any act(s) or omission(s) on the part of the District or its agents, officers or employees and (2) any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against the District by any of Provider's employees or, in the event of death, by their personal representatives.

District shall indemnify, defend, and hold Provider and Provider's employee(s) harmless from and against any and all liability, judgments, costs, damages, claim or demands, including, without limitation, reasonable attorneys' fees, arising out of any negligent or intentional act(s) or omission(s) of the District, except to the

extent caused by, attributed to or arising from any act(s) or omission(s) on the part of Provider or Provider's agents, officers or employees.

H. Restraints. In the event that the Provider or any employee or representative thereof who performs services for the District as contemplated in this Agreement restrains or causes to be restrained a District student, as the term "restraint" is contemplated in the Pennsylvania special education regulations, the Provider shall immediately, or as soon as practicable thereafter, notify the District's Director of Safety and Student Services and provide reasonable assistance to the District in performing any additional reporting that must take place as a result.

I. Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

J. Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the District.

K. Use of District's Name/Logo. Provider shall not use the District's name or logo without the express written authorization of the District Superintendent.

L. Promotional Materials. Provider agrees not to utilize any materials prepared in connection with the services rendered under this Agreement for the purpose of illustration, advertising, publication or promotion without the District's express written consent.

M. Non-Discrimination. The parties to this Agreement agree that no person shall be excluded from participation in the services and total access to the services provided hereunder on the grounds of sex, color, religion, race, national origin, non-disqualifying disability or due to membership in any other class protected by law.

N. Governing Law and Severability. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability of thereof shall not affect the remainder of this Agreement, which shall remain in full force and affect enforceable in accordance with its terms.

O. Right to Know Law. Provider agrees that it will, when requested by the District, cooperate with the District in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for public records made under such laws. This provision does not obligate the Provider to create any record other than the written report to the District.

P. Termination. Paragraph 10 of the underlying agreement is hereby deleted and replaced as follows;

This Agreement may be terminated by either party at any time with or without cause by providing fourteen (14) days' prior written notice to the other party. If the Agreement is terminated, LINDROS ABA CONSULTATION, LLC will submit a final billing invoice to TE School District for any unpaid services within 7 days of the termination of the Agreement, who will pay any such invoice within 30 days of receipt of a properly itemized invoice.

Intending to be legally bound hereby, the parties have set their hands and seals the date set forth below.

TREDYFFRIN-EASTTOWN SCHOOL DISTRICT

By:_____ _____
Date

ATTEST:

By:_____

LINDROS ABA CONSULTATION, LLC

By:_____ 6/15/2026
Date

ATTEST:

By:_____

Consent VII, F, 8: Agreement with The Stepping Stones Group, LLC

VIA: Nicole Roy, Director of Individualized Student Services

Action Under Consideration: That the Board of School Directors approves the attached agreement between The Stepping Stones Group, LLC and the Tredyffrin/Easttown School District to provide educational and related services to District students for the 2026-27 school year.

THE STEPPING STONES GROUP
Transforming Lives Together

Corporate Office
225 W Washington St STE 1140
Chicago, IL 60606
Ph: 800-337-5965 Fax: 800-822-8287

AGREEMENT

This Agreement is made and entered on June, 3rd, 2026 by and between The Stepping Stones Group LLC, 225 W Washington St, STE 1140, Chicago, IL 60606 hereinafter referred to as "Contractor" and Tredyffrin-Easttown School District, 940 W Valley Road, Suite 1700, Wayne, PA 19087 , hereinafter referred to as "School District." It is hereby agreed as follows:

SERVICES, RATES AND BILLING: Contractor agrees to provide the services, at the designated rates, as listed in Appendix A to this Agreement.

School District agrees to be billed (except during holidays) by Contractor for up to 40 hours per week for each of Contractor's employees, unless agreed otherwise. No employee of Contractor will work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned by School District. Any hours worked that are considered overtime by state or federal law will be billed at 150% of bill rate. School District will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to School District with no mark-up. School District agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

TRAVEL TIME & MILEAGE: To the extent applicable, travel between schools will be considered billable time and the mileage will be billed at the current IRS mileage rate. No travel will be billed when work is completed at one site.

PAYMENT TERMS: School District will be billed every two weeks via email and agrees to pay all outstanding invoices within 30 days of receipt. School District agrees and understands that School District is billed on actual hours of service provided by the Contractor's employee, based on the total hours listed on a biweekly timesheet. To ensure billing accuracy and timeliness, School District will complete the Billing Details just above the signature section of this Agreement.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys' fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by School District. If payment of invoices is not current, Contractor may suspend performing further work.

Corporate Office
225 W Washington St STE 1140
Chicago, IL 60606
Ph: 800-337-5965 Fax: 800-822-8287
www.thesteppingstonesgroup.c

REMITTANCE DETAILS: School District will make payments to Contractor at the following address:

The Stepping Stones Group, LLC
PO Box 410152
Boston, MA 02241-0152

If School District prefers to make payments via electronic ACH, instructions can be obtained from the Contractor representative.

EMPLOYEE BENEFITS AND INSURANCE: Contractor will be responsible for providing all employee benefits and insurance including workers' compensation, general liability, and professional liability insurance coverage (with policy limits and deductibles that are appropriate for similarly situated school districts).

NO SOLICITATION: During the term of this Agreement and for a period of two years after the termination of this Agreement, School District agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to School District or any candidate submitted by Contractor to School District. School District agrees that if School District breaches this no solicitation covenant, direct and indirect damages may be assessed and recovered by Contractor, and Contractor shall be entitled to seek and obtain specific performance.

CONFIDENTIALITY: School District agrees not to provide any information pertaining to the contents of this Agreement to any individual or any entity that may be considered a competitor of the Contractor. School District further agrees not to discuss or disclose any information pertaining to the contents of this Agreement, including but not limited to fees/costs, duration and terms, etc. to the Contractor's employee assigned to provide services to the School District. Disclosure of such information to the Contractor's employee will be considered a breach of this Agreement.

Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients in connection with the parties' performance of services under this Agreement. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of School District's confidential information will be imputed to Contractor as a result of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

Contractor agrees that it is subject to, and shall comply with, all federal and state laws and School District

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policies relating to the confidentiality of student information, including, without limitation, compliance with the Family Educational Rights and Privacy Act (FERPA).

COOPERATION: School District agrees to cooperate fully and to provide assistance to Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

TERMINATION: This Agreement will end on July 31, 2027, and may continue beyond this point by mutal consent. School District agrees not to terminate the Agreement until the end of the Term unless (a) Contractor's employee assigned to School District as a whole is deficient in performance of the services hereunder or (b) any employee of Contractor assigned to School District commits an act of professional or ethical misconduct. School District agrees to notify Contractor of any deficiencies in services or possible unethical or unprofessional conduct as soon as School District becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of Contractor's receipt of such notice prior to School District delivering notice of termination of this Agreement. Contractor may terminate this Agreement (i) if School District discontinues operations or (ii) if School District fails to make any payments as required by this Agreement.

NONDISCRIMINATION: Contractor represents and warrants that it does not discriminate in hiring and employment practices regarding race, color, religion, disability, sex, age, national origin, ancestry, marital status, pregnancy, or sexual orientation.

INDEMNIFICATION AND LIMITATION OF LIABILITY: To the extent permitted by law, Contractor will defend, indemnify, and hold School District and its equity holders, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities under this Agreement; or the gross negligence or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities under this Agreement.

To the extent permitted by law, School District will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from School District's breach of this Agreement; its failure to discharge its duties and responsibilities under this Agreement; or the gross negligence or willful misconduct of School District or School District's officers, employees, or authorized agents in the discharge of those duties and responsibilities under this Agreement.

Except as expressly set forth herein, neither party shall be liable for or be required to indemnify the other

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party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

NOTICES: Notices to Contractor shall be sent to:

The Stepping Stones Group
225 W Washington ST, STE 1140
Chicago, IL 60606

AND

K12ops.contracts@ssg-healthcare.com

Notices to School District shall be sent to:

Tredyffrin-Easttown School District
940 W Valley Road, STE 1700
Wayne, PA 19087

JURISDICTION: This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of Pennsylvania. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in Pennsylvania. Both parties hereby consent to the jurisdiction and venue of such courts.

GENERAL: No provision of this Agreement may be amended or waived unless agreed to in writing and signed by the parties. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

THE STEPPING STONES GROUP
Transforming Lives Together

Corporate Office
225 W Washington St STE 1140
Chicago, IL 60606
Ph: 800-337-5965 Fax: 800-822-8287

BILLING DETAILS FOR SCHOOL DISTRICT:

Billing Contact Name/Title: _____

Billing Email/Phone: _____

Mailing Address (for invoice): _____

_____

Special Billing Instructions: _____

_____

Signed for Contractor:	Signed for School District:
Signature:_____	Signature:_____
Name: Kimberly Hinton	Name: _____
Title: Client Service Specialist	Title: _____
Date: June 3rd, 2026	Date: _____

Corporate Office
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Chicago, IL 60606
Ph: 800-337-5965 Fax: 800-822-8287

Appendix A

The services that may be provided under this Agreement and the corresponding hourly bill rates for each service for the are listed below:

Specialty	Hourly Rate
Paraprofessional	$34
Registered Behavior Technician	$55
Board Certified Behavior Analyst	$109.20
Behavior Technician	$47
Behavior Interventionist	$44
Speech Language Pathologist	$93.60
Occupational Therapist	$91
Physical Therapist	$91
School Psychologist	$110
Special Education Teacher	$87.88

RIDER TO AGREEMENT BETWEEN
THE STEPPING STONES GROUP, LLC ("Provider") &
THE TREDYFFRIN/EASTTOWN SCHOOL DISTRICT ("District")

The Provider and the District hereby agree that the Agreement between the parties dated May 22, 2025, is hereby amended and supplemented to include the following provisions. To the extent that the terms of this Rider conflict with the terms outlined in the Agreement, the parties agree that the terms of this Rider shall control.

1. The Provider and the District hereby agree that the Agreement shall be governed by the following terms and conditions:

   A. Qualifications. Provider represents that those individuals performing services to the District in accordance with the Agreement are qualified and permitted by law to perform such services.

   B. Compliance with District Policies and Procedures. Provider agrees that those individuals performing services to the District in accordance with the Agreement will adhere to all Board Policies, Administrative Regulations, rules and established procedures.

   C. Compliance with Applicable Laws. Provider agrees that it, including its employees or representatives performing services to the District in connection with this Agreement, will comply with all applicable federal, state, and local laws and regulations in carrying out its obligations in this Rider and underlying Agreement between the parties.

   D. Certifications, Disclosure Forms, Training, and Employment History Review.
      1. The following provision applies to Provider employees/agents who will have direct contact with students in connection with the provision of services under this Agreement:
         i. Provider shall provide the following required certifications to the District:
            1. PA State Police Background Check;
            2. PA Child Abuse History Clearance; and
            3. Federal Criminal History Background Check – FBI Report
      2. Provider will provide the District with an executed PDE-6004 disclosure form for every employee or agent who performs work for the District pursuant to this Agreement. The form shall be supplied to the District prior to the employee/agent coming onto District property or having direct contact with District students. Additionally, Provider will notify the District in writing within 72 hours if any employee or agent of Provider performing services under this Agreement is arrested or convicted of any crime.
      3. Provider agrees to provide all employees and agents performing services under this Agreement with mandatory child abuse training in accordance with Pennsylvania law or to confirm that such employees/agents have otherwise undergone such training.
      4. Provider employees/agents who will have direct contact with students must

undergo an employment history review, which shall be conducted by Provider, in accordance with Act 168 of 2014. Such records of the review shall be made available to the District upon request, and Provider shall notify the District of receipts of any affirmative response(s) with respect to any of the abuse and sexual misconduct background questions.

E. Confidentiality and Non-Disclosure. Provider shall treat information it obtains through the performance of its contract in a confidential manner and shall not disclose such information to any third party unless required to do so by law or authorized in writing by the Superintendent or designee.

F. Insurance. Provider, at its own expense, shall maintain a policy or policies of professional liability and general liability insurance, providing coverage in the amounts of at least One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate per year, which insures Provider and each employee thereof against any act, error or omission of Provider and Provider's employees. Provider shall include the District as a named insured on the policy or policies of general liability insurance. All insurance policies shall be maintained with the companies authorized to do business in the Commonwealth of Pennsylvania and certificates of coverage shall be furnished to the District upon request. The aforesaid insurance policies purchased by Provider and the Certificates of insurance issued pursuant thereto shall contain a provision that the coverage provided under the policies, as well as the policies, will not be canceled or materially changed unless the companies provide the District with thirty (30) days written notice of the intent to cancel a policy or cancel or materially change the coverage under the policy.

G. Indemnification. Provider shall indemnify, defend, and hold the District and its directors, officers, members, agents, and employees harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorneys' fees, arising out of (1) any negligent or intentional act(s) or omission(s) of Provider and/or its affiliates, representative, directors, officers, agents, independent contractors, and employees in the performance of any and all duties and services to the District provided hereunder, except to the extent caused by, attributed to or arising from any act(s) or omission(s) on the part of the District or its agents, officers or employees and (2) any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against the District by any of Provider's employees or, in the event of death, by their personal representatives.

H. Restraints. In the event that the Provider or any employee or representative thereof who performs services for the District as contemplated in this Agreement restrains or causes to be restrained a District student, as the term "restraint" is contemplated in the Pennsylvania special education regulations, the Provider shall immediately, or as soon as practicable thereafter, notify the District's Director of Special Education and provide reasonable assistance to the District in performing any additional reporting that must take place as a result.

I. Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

J. Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the District.

K. Use of District's Name/Logo. Provider shall not use the District's name or logo without the express written authorization of the District Superintendent.

L. Promotional Materials. Provider agrees not to utilize any materials prepared in connection with the services rendered under this Agreement for the purpose of illustration, advertising, publication or promotion without the District's express written consent.

M. Non-Discrimination. - Each party agrees to comply with the provisions of Title VII of the Civil Rights Act of 1964, and the Age Discrimination in Employment Act, and all other applicable state and federal anti-discrimination laws and all regulations promulgated pursuant thereto, to the end that no person shall on the grounds of race, color, sex, religion, national origin, disability, sexual orientation, gender identity, age, or other protected characteristic be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the provision of any care or services. During the Term, Provider hereby agrees as follows:

1. In the hiring of any employees for the performance of any of the services rendered pursuant to this Agreement, Provider, or any person acting on behalf of Provider, shall not discriminate by reason of race, color, gender, gender identification, religion, national origin, disability that can reasonably be accommodated, or for any other illegal reason.
2. Neither Provider, nor any person acting on behalf of Provider, shall discriminate against or intimidate any employee involved in the performance of work or any activity required under this Agreement on account of race, color, gender, gender identification, religion, national origin, disability that can be reasonably be accommodated for any other illegal reason.
3. Provider shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. Provider understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Agreement or from providing or receiving any services under this Agreement on the basis of a disability that can reasonably be accommodated.
5. Provider agrees to make the District aware of any information in its possession or knowledge regarding accommodations required to be offered by the District to any employee involved in the performance of work or any activity required under this Agreement under the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, or any similar state law. This includes any accommodations requested by the employee or reasonably known to Provider to be needed by the employee to perform the essential functions of the services being provided on behalf of the District.

N. Governing Law and Severability. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. In the event any provision of this Agreement is held to be

unenforceable for any reason, the unenforceability of thereof shall not affect the remainder of this Agreement, which shall remain in full force and affect enforceable in accordance with its terms.

O. Right to Know Law. Provider agrees that it will, when requested by the District, cooperate with the District in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for public records made under such laws. This provision does not obligate the Provider to create any record other than the written report to the District.

Intending to be legally bound hereby, the parties have set their hands and seals the date set forth below.

TREDYFFRIN/EASTTOWN SCHOOL DISTRICT

By:_____ _____

Date

ATTEST:

By:_____

THE STEPPING STONES GROUP, LLC

By: Kimberly Hinton, Client Service Specialist

Date: 6/11/2026

ATTEST:

By: *Kimberly Hinton*

Consent VII, F, 9: Authorization of Diplomas

VIA: Dr. Wendy Towle, Director of Curriculum, Instruction and Professional Learning

Action Under Consideration: That the Board of School Directors grants a Conestoga High School Diploma to two students who fulfilled all requirements for graduation as of August 2026.

AGENDA MATERIALS

Agenda VIII, Priority Discussion/Action

Agenda VIII, A: 2026-27 District Level Goals

VIA: Dr. Richard Gusick, Superintendent of Schools

Action Under Consideration: That the Board of School Directors approves the 2026-27 District Level Goals.

1. Priority Discussion Presentation – Dr. Richard Gusick, Superintendent of Schools
2. Questions from the Board
3. Public Participation from District residents and District taxpayers regarding Priority Discussion
4. Board Discussion/Deliberation/Action

TREDYFFRIN/EASTTOWN SCHOOL DISTRICT

DISTRICT LEVEL GOALS

2026-2027 SCHOOL YEAR

Mission: To empower students to pursue their individual and collective potential as global citizens by creating a safe and equitable community that fosters well-being, integrity, social responsibility and a passion for learning.

Change
Goal: We will engage in a process of inquiry by capturing, exchanging, and memorializing lessons evolving from COVID-19 and harness the opportunities for continued growth and development of student, staff and community.

Curriculum
Goal: We will create an inclusive learning culture that promotes academic and social emotional skills while valuing multiple pathways to student success.

Engagement
Goal: We will pursue effective and authentic engagement to maximize communications and connections with stakeholders within the community and beyond to develop partnerships that support and advance our District mission.

Equity
Goal: We will foster an atmosphere where all voices are heard, respected, and valued by critically evaluating systems, policies, and practices through a lens of equity, examining our decisions for both impact on and opportunity for our community including all students, faculty, staff and families.

Faculty Support
Goal: We will empower, support, and nurture faculty and staff as valued individuals, collaborative innovators, and essential catalysts for propelling the District forward.

Mental Health and Well-being
Goal: We will proactively work in partnership with families to prioritize mental health and social-emotional well-being as fundamental to learning and teaching.

Safety
Goal: We will vigilantly ensure all students, families, staff, and members of the community are safe in our schools, feel a sense of belonging, and are informed as active partners in safeguarding psychological and physical safety.

Sustainability
Goal: We will plan for and provide infrastructure and sustainable resources to accommodate the District's evolving needs.

CHANGE

Contact Person: Dr. Wendy Towle

Goal: We will engage in a process of inquiry by capturing, exchanging, and memorializing lessons evolving from COVID-19 and harness the opportunities for continued growth and development of student, staff and community.

Success Indicators:
By June 30, 2027, the District will have:

- Completed and implemented an elementary redistricting and transition plan incorporating Bear Hill Elementary School as the District's sixth elementary school
- Explored opportunities for staff and students to use artificial intelligence to enhance efficiency, personalize learning, and prepare for the future

CURRICULUM

Contact Person: Dr. Wendy Towle

Goal: We will create an inclusive learning culture that promotes academic and social emotional skills while valuing multiple pathways to student success.

Success Indicators:
By June 30, 2027, the District will have:

- Completed and piloted units of study for the Full-day Kindergarten program to be fully in place beginning in the 2027-28 school year
- Reviewed and evaluated the first year of the Curiosity-Driven Pathways initiative at Conestoga High School
- Completed a K-8 literacy data review using PSSA, Firefly, iReady, Acadience, and classroom-based assessments, and used the findings to refine supports for students' reading proficiency
- Explored, with a possibility of piloting, a universal screener for social emotional skills

ENGAGEMENT

Contact Person: Chris Connolly, Dr. Mike Szymendera

Goal: We will pursue effective and authentic engagement to maximize communications and connections with stakeholders within the community and beyond to develop partnerships that support and advance our District mission.

Success Indicators:
By June 30, 2027, the District will have:

- Provided Bear Hill Elementary School updates through the TESD website, District e-newsletter, and social media at key project milestones in preparation for the school's opening in August 2027
- Expanded and maintained dedicated website resources and FAQs related to the implementation of Full-day Kindergarten

ENGAGEMENT, continued

- Provided updates on the work of the Redistricting Steering Committee to support community awareness
- Conducted ongoing reviews of the District and school websites for accessibility compliance

EQUITY

Contact Person: Dr. Kim Morris, Dr. Anthony Stevenson, Dr. Wendy Towle

Goal: We will foster an atmosphere where all voices are heard, respected, and valued by critically evaluating systems, policies, and practices through a lens of equity, examining our decisions for both impact on and opportunity for our community, including all students, faculty, staff, and families.

Success Indicators:
By June 30, 2027, the District will have:

- Enhanced the District's foundational equity training for staff and expanded internal capacity to deliver the training
- Provided staff with professional learning opportunities during workshops and in-service days to engage with tools and resources such as the Curricular Inquiry Framework and the Dispositions for Inclusive Instruction
- Developed a plan and defined goals for Bear Hill Elementary School aligned with the District's commitment to accessibility, belonging, and inclusion

FACULTY SUPPORT

Contact Person: Dr. Anthony Stevenson, Dr. Wendy Towle

Goal: We will empower, support, and nurture faculty and staff as valued individuals, collaborative innovators, and essential catalysts for propelling the District forward.

Success Indicators:
By June 30, 2027, the District will have:

- Continued to revise and refine the 2-year induction plan and offerings based on feedback from new teachers, mentors, and administrators
- Implemented the newly revised educator models, observation protocols, and alternative assessment framework across all levels
- Introduced the new Professional Learning SharePoint resource to all staff and added core resources to support ongoing professional learning
- Successfully implemented and fully utilized the Red Rover platform to modernize and streamline the District's recruitment, hiring, onboarding, and employee absence management processes
- Developed and implemented a proactive recruitment strategy to support the opening of Bear Hill Elementary School and anticipated District staffing needs

MENTAL HEALTH AND WELL-BEING

Contact Person: Nicole Roy, Dr. Kim Morris

Goal: We will proactively work in partnership with families to prioritize mental health and social-emotional well-being as fundamental to learning and teaching.

Success Indicators:
By June 30, 2027, the District will have:

- Refined the middle school well-being advisory support course as needed to enhance student support
- Implemented school-based practices and resources designed to promote student belonging, connectedness, and positive school climate
- Monitored and evaluated grant opportunities and other external funding sources that may support student mental health needs

SAFETY

Contact Person: Dr. Todd Parker

Goal: We will vigilantly ensure that all students, families, staff, and members of the community are safe in our schools, feel a sense of belonging, and are informed as active partners in safeguarding psychological and physical safety.

Success Indicators:
By June 30, 2027, the District will have:

- Provided District staff with access to the Crisis Go emergency response and communication platform and completed initial training on its use for emergency communications and incident response
- Developed and finalized emergency operations plans for Bear Hill Elementary School that are aligned with the District Emergency Operations Plan, approved by District and public safety stakeholders, and ready for implementation upon the school's opening in August 2027
- Reviewed, revised, and adopted the District's Emergency Operations Plan to align with the modeled format and content outlined in the Pennsylvania Emergency Management Agency's Multi-Hazard Planning guidance and templates

SUSTAINABILITY

Contact Person: Art McDonnell, Dr. Mike Szymendera

Goal: To plan for and provide infrastructure and sustainable resources to accommodate the District’s evolving needs.

Success Indicators:
By June 30, 2027, the District will have:
Finance

- Implemented the financial plan for funding the construction/renovation of Bear Hill Elementary School

SUSTAINABILITY, continued

Finance

- Developed a financial plan to support the ongoing operation of Bear Hill Elementary School within the Board-approved budget
- Submitted the Annual Comprehensive Financial Report to the Association of School Business Officials (ASBO) International

Technology

- Reviewed current practices and research related to student screen time as part of the District's 1:1 technology initiative and identified considerations for future planning
- Monitored the evolving cybersecurity landscape in K-12 school districts and identified potential enhancements to support student and staff cyber safety
- Provided staff support related to accessible website content, PDFs, and other digital resources

Facilities

- Completed scheduled construction milestones to support the opening of Bear Hill Elementary School in Fall 2027
- Completed playground improvements at all existing elementary schools, guided by the Playground Infrastructure Report
- Assessed current practices related to energy usage and implemented practices that prioritize energy efficiency and environmentally friendly operations

XIV, Correspondence

Agenda XIV: School Board Correspondence for June, July and August 2026

VIA: Dr. Richard Gusick, Superintendent of Schools

- Vince Puccio re: School Taxes, June 16, 2026
- Gene Tompkins re: DEI Teaching, July 4, 2026
- Zhen Shi re: CHS Tennis Courts, July 7, 2026
- Zhiyuan Sun re: CHS Tennis Courts, July 7, 2026
- Bill Snarponis re: TESD Budget, July 11, 2026
- Ed Sweeney re: 9/11 Blue Mass, July 12, 2026
- Pari Magura re: Student Safety, August 5, 2026
- Hari Ponugoti re: Robotics Initiative, August 6, 2026
- Christina Arnault re: iPads in Elementary Schools, August 15, 2026