Community and School-Based Behavioral Health Program Commitment to Fidelity Implementation Agreement: School District Attestation

The following are commitments required of school districts to ensure the successful implementation and sustainability of the Community and School-Based Behavioral Health (CSBBH) Program, a team-delivered behavioral health treatment model developed by Community Care Behavioral Health Organization (Community Care) in partnership with educational, state, county, and family stakeholders.

School District Commitments

1. The district superintendent endorses implementing the CSBBH Team Program in the district and commits to being a full partner in the process.
2. District staff members commit to participating in an orientation of the CSBBH Team model.

Building Principal/Director Commitments

3. There is a dedicated space for the CSBBH Team to use in each building CSBBH services will be delivered. At minimum, the space should include a work area with electrical outlets, a phone line, and internet access (when available in the building) for the team to conduct office tasks, as well as a private space for confidential therapeutic interventions with students and their families.
4. The school and CSBBH provider will work collaboratively to establish a referral process. The school district will complete a CSBBH referral form for students who have a mental health need. The CSBBH Team will triage referrals and assess identified students to determine if CSBBH will meet student's needs. If CSBBH does not meet a student's need, the CSBBH Team will recommend another, more appropriate service.
5. The CSBBH Team in partnership with key school staff will convene a weekly meeting (or, at a minimum, at least twice monthly) to remain connected to each other, aligned with each other, and motivated in working toward a common goal. These meetings, called Core Meetings, provide an opportunity to review potential referrals for CSBBH, discuss the social and emotional needs of students, and review CSBBH students' progress in treatment. Core Meetings provide an opportunity to collaboratively work together to find solutions to challenges. This critical thinking approach leads to improved outcomes and programmatic success.

6. School leadership will make a dedicated time for the entire school faculty and support staff to participate in a yearly overview presentation of the CSBBH Team Program.
7. School leadership will designate a primary contact at the school for the CSBBH Team and Community Care to maintain ongoing communication.
8. CSBBH Teams will regularly engage the school district administration in a collaborative discussion to determine the best course of action during crisis situations for students on their caseload as well what their role can be in a school crisis response plan across schools within the district. School districts and CSBBH providers/teams will have certain protocols and procedures that must be followed during crisis situations; both should be aware of and discuss each other's role and expectation during these events.
9. School leadership will support Community Care's CSBBH evaluation plan by encouraging teacher completion of the Strengths and Difficulties Questionnaire (SDQ) on a quarterly basis as well as yearly completion of the School Satisfaction Survey by school administration, faculty, and staff. The school district also agrees to provide academic, attendance, and discipline data for CSBBH students on a semester basis to inform treatment planning. This information also informs our larger evaluation of CSBBH and continuous quality improvement processes. With the input of stakeholders, including families and school personnel (administrators, faculty and staff), we are working to continue to refine CSBBH.
10. School leadership will arrange for an orientation for the CSBBH Team staff that addresses district/building policies and procedures, dress code, ID badges, sign-in requirements, parking, daily schedules, the school calendar, and other areas deemed important.
11. School leadership will include the CSBBH Team staff in district/building training related to fire drills and other emergency preparedness procedures to maintain student safety during critical incidents.
12. The CSBBH Team staff will be allocated in a flexible manner to meet the clinical needs of students. For example, CSBBH staff may be out of the building during school hours to attend community meetings or conduct treatment sessions in the home.
13. School leadership will ensure that a school representative who knows the student participates in the Treatment Team meetings. These meetings are conducted by the CSBBH Team to plan for services and treatment in

accordance with Intensive Behavioral Health Services (IBHS) regulations. CSBBH is an IBHS program that must follow all IBHS regulations and Performance Standards.

14. School leadership will ensure that families can attend meetings within the school building, including additional people the family identified as needed resources for treatment planning and delivery of service (for example, a clergy member).
15. School leadership will ensure opportunities for the CSBBH Team to provide individual and group therapy sessions to students when clinically appropriate.
16. School leadership will meet with Community Care, stakeholder partners, and the CSBBH Team/provider in a timely manner to engage in open communication, assess processes and procedures, make recommendations for improvement, and evaluate concerns for diverse solutions and actions plans (e.g., yearly meetings, ad hoc meetings, changes in leadership, after an unusual event within the district or with the provider [including staff changes], or programmatic concerns).
17. School leadership will ensure a school representative (who has been designated as a lead in collaborating with the CSBBH Team) will attend the Community Care CSBBH orientation and school update webinars. Updates for each school year will be discussed on these webinars.

Assurance Documentation

On behalf of _____ School District, I have read and understand the expectations specified in the Community Care CSBBH Commitment to Fidelity Implementation Agreement and am fully committed to supporting the expectations if the CSBBH service is implemented in the district.

Superintendent Signature: _____

Superintendent Printed Name: _____

Date: _____

Principal Signature: _____

Principal Printed Name: _____

Building: _____

Date: _____

Principal Signature: _____

Principal Printed Name: _____

Building: _____

Date: _____

Principal Signature: _____

Principal Printed Name: _____

Building: _____

Date: _____

at&t

AT&T CONNECTIVITY PROGRAMS FOR EDUCATION
SCOPE OF WORK

AT&T Agreement ID No. 1821663
Location ID: 44244696504
FAN ID: 3885860
SR ID: SR-1819185

Customer	**AT&T**
WYOMING VALLEY WEST SCHOOL DISTRICT Street Address: 450 N. MAPLE AVE City: KINGSTON State/Province: PA Zip Code: 18704 Country: USA	AT&T Enterprises, LLC
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: Anthony Waskevich Title: Technology Director Street Address: 450 N. MAPLE AVE City: KINGSTON State/Province: PA Zip Code: 18704 Country: USA Telephone: (570) 288-6551 x10302 Email: awaskevich@wwsd.org	Name: Jeffrey Molinaro Street Address: 4375 LEWIS RD City: HARRISBURG State/Province: PA Zip Code: 17111 Country: USA Telephone: (570) 401-3462 **Email: jm898t@att.com** **With a copy (for Notices) to:** AT&T Enterprises, LLC 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com

This AT&T Connectivity Program for Education Solution Scope of Work ("SOW") is executed by and between AT&T Enterprises, LLC ("AT&T") and WYOMING VALLEY WEST SCHOOL DISTRICT ("Customer"), in connection with that certain National Association of State Procurement Officials ("NASPO") ValuePoint Master Agreement Number MA149, between AT&T and NASPO, dated December 6, 2019 as amended (the "NASPO Master Agreement") (together with this SOW, applicable Participation Agreements, and the documents attached and incorporated into this SOW, collectively, the "Agreement"). This SOW states the additional terms and conditions governing AT&T Connectivity Program for Education, which includes Purchased Equipment, installation services and wireless Internet services identified herein ("Connectivity Program for Education"). This SOW is effective as of the date last signed below (the "SOW Effective Date"). Customer represents and warrants that (a) it is eligible to procure the products and services referenced herein under the Agreement; and (b) it is authorized to execute this SOW. The parties acknowledge and agree that this SOW is subject to the terms and conditions of the Agreement.

ATTACHED AND/OR INCORPORATED DOCUMENTS (collectively the "Attachments")

- Exhibit 1: AT&T Connectivity Program for Education
- Exhibit 2: Purchased Equipment List
- Exhibit 3: Non E-Rate Rider
- Exhibit 4: Change Order Request Form
- Exhibit 5: Customer's Initial Order Summary

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Scope of Work
AT&T Connectivity Program for Education

1. DEFINITIONS

Capitalized terms not defined in this SOW will have the meanings ascribed to them in the Agreement.
"Purchased Equipment" means equipment to which title transfers from AT&T to Customer. Purchased Equipment includes any internal code required to operate such Equipment.

2. SERVICES AND PURCHASED EQUIPMENT. Table 2.0 sets forth certain Connectivity Program for Education Services and Equipment available to Customer in the U.S. only and their respective additional terms and conditions. Each of the Exhibits referenced in Table 2.0 are incorporated herein by reference.

TABLE 2.0

AT&T SERVICES AND EQUIPMENT	EXHIBIT AND APPLICABLE TERMS
AT&T Connectivity Program for Education	EXHIBIT 1 AT&T Connectivity Program for Education

AT&T may subcontract work to be performed hereunder but shall retain responsibility for all such work.

3. SOW START DATE AND SOW TERM END

Start Date	The Start Date is effective as of the date last signed above (the "Start Date")
Term End	This SOW is coterminous with the NASPO Master Agreement. Any renewal, extension, or expiration of the NASPO Master Agreement shall apply to the SOW accordingly.

4. ORDER OF PRIORITY

In the event of an inconsistency among terms, the order of priority is: (i) the applicable Exhibit; (ii) the SOW, and (iii) the NASPO Master Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

A. All intellectual property and proprietary rights arising by virtue of AT&T's performance of the Services are and will remain the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.

B. Customer shall retain those copies of any reports produced and furnished to Customer by AT&T ("Reports"), and Customer is hereby granted, under AT&T's copyrights, the perpetual, non-exclusive, personal, and non-transferable right to reproduce and modify Reports for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.

C. AT&T hereby grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer solely for Customer's own internal business purposes during the SOW Term, or for such other purposes as may be mutually agreed in writing by the parties.

D. Except as otherwise specified herein, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied.

6. WARRANTY

The provision of Services and any deliverables hereunder shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains, as well as any standards set forth herein.

7. PURCHASED EQUIPMENT TERMS

A. Orders for Purchased Equipment shall be submitted by Customer to AT&T in written format and shall contain all information required for AT&T to fulfill such Order and shall contain a reference to the AT&T Connectivity Program for Education Equipment Terms and the applicable AT&T quote. Any information, terms and/or conditions, or other language contained in any document(s) or purchase order(s) furnished by Customer to AT&T in excess of or outside of such information or in conflict with any terms and conditions contained in the AT&T Connectivity Program for Education Equipment Terms and/or the applicable Attachment(s) are void. AT&T will notify Customer by email whether it has accepted the Order after validation within five (5) business days after receipt of the Order. AT&T reserves the right not to accept an Order.

B. Customer acknowledges and agrees that AT&T's ability to deliver Purchased Equipment is contingent upon the supply and delivery schedules of each of the manufacturers. AT&T shall have no liability for delays in any delivery schedule. Title and risk of loss to Purchased Equipment shall pass to Customer upon shipment from AT&T's Purchased Equipment supplier; Customer is responsible for all shipping-related charges, which AT&T shall invoice to Customer at actual cost.

C. AT&T shall pass through to Customer any warranties for Purchased Equipment and Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

8. LICENSES AND THIRD-PARTY MAINTENANCE

Purchased Equipment, Software and maintenance resold to Customer hereunder may be subject to additional license terms and/or other requirements or restrictions imposed by the manufacturer, supplier, or publisher. Customer is solely responsible for ensuring its adherence to any and all such terms, requirements, and restrictions, and is deemed to have accepted them upon receipt of the Purchased Equipment or Software, or upon commencement of the maintenance services.

9. INFRINGEMENT MATTERS

AT&T shall have no duty to defend, indemnify and hold Customer harmless for claims arising from the infringement of patents or trademarks or the violation of copyrights by Purchased Equipment, Software and/or maintenance.

Scope of Work
AT&T Connectivity Program for Education

Exhibit 1: AT&T Connectivity Program for Education

1. Connectivity Program for Education

Customer is an Eligible K-12 School and has developed a program to provide wireless connectivity to Qualified Devices (as defined in Section 1.1.1. below) in order to enable internet access (via Wi-Fi) for educational use by Students and Eligible K-12 School faculty and administrators with a compatible handheld mobile device (**Connectivity Program for Education**), and Customer and AT&T desire to add provisions to this Agreement to facilitate Customer's Connectivity Program for Education by enabling Customer to purchase qualified Services and Equipment. Accordingly, provided Customer is in compliance with the Agreement, AT&T will make available to Customer the additional custom offers described in this Section 1 (including all subsections) during the applicable Offer Period and only with respect to lines of service for which Customer has met the corresponding eligibility requirements. For purposes of the Agreement, each line of Service purchased for the Connectivity Program for Education is deemed to be Customer's Corporate Responsibility User (**CRU**) line of Service, and each Student or Eligible K-12 School faculty member or administrator (each, an **Eligible User**) is deemed to be a CRU. In addition to the provisions of this Section 1 (including all subsections), with regard to Customer's CRU lines for its Connectivity Program for Education, Customer is subject to the terms and policies described elsewhere in the Agreement, including without limitation, the Acceptable Use Policy found at www.att.com/aup, the Privacy Policy found at www.att.com/privacy, and the applicable Sales Information for the Qualified Devices (as defined in Section 1.1.1. below) and Qualified Services (as defined in Section 1.1.2. below).

1.1. Equipment and Services

1.1.1. Use of Qualified Devices

Customer may obtain Qualified Devices for use in connection with its Connectivity Program for Education through one or both of the following options:

1. **AT&T-Provided Equipment** – Customer may purchase Qualified Devices from AT&T as set forth in Section 1.1.1.1.
2. **Customer-Owned Devices (BYOD)** – Customer may activate compatible, Customer-owned, and maintained mobile hotspot devices as set forth in Section 1.1.1.2.

Each device used under this Agreement shall be considered a Qualified Device (each, a **Qualified Device**, and collectively, the **Qualified Devices**). Customer must maintain title to each Qualified Device on which a Qualified Service (as defined in Section 1.1.2) is activated for as long as the Qualified Service remains active.

1.1.1.1 AT&T-Provided Equipment

Customer may purchase the Equipment listed in Exhibit 2 ("Purchased Equipment List"). Offer subject to Qualified Device availability. Price does not include applicable taxes and may not be combined with other Equipment-related discounts or other offers.

1.1.1.2 Customer-Owned Devices (BYOD)

Customer may activate compatible, Customer-owned, and maintained mobile hotspot devices as Qualified Devices for use in connection with its Connectivity Program for Education.

Eligibility Requirements:

- BYOD devices must be compatible with the Qualified Service and meet AT&T's technical and certification requirements.
- Customer must activate a Qualified Service on each BYOD Qualified Device in accordance with Section 1.1.2.
- BYOD devices must remain in compliance with AT&T's network policies and connectivity requirements for continued use under this Agreement.

1.1.1.3 Equipment Restriction. No other Equipment may be used in connection with the Connectivity Program for Education.

1.1.2. Use of Qualified Services

Customer must activate Qualified Devices with the following Plan(s) (each, a **Qualified Service** and, collectively, **Qualified Services**). The Qualified Services are provided to Customer for the sole purpose of providing wireless connectivity to Qualified Devices in order to enable internet access (via Wi-Fi) for educational use by Eligible Users with a compatible mobile handheld device. Each Qualified Service is subject to additional Service-specific pricing and terms set forth in the corresponding Sales Information, as modified by AT&T from time to time and which is incorporated herein by reference. Data and speed restrictions may apply, depending upon Customer's selected plan.

Qualified Service	Eligibility Requirements	Sales Information
AT&T Hotspot for Education Unlimited plans After 50GB, AT&T may temporarily slow data speeds if the network is busy & data speeds are up to a max of 3 Mbps.	New or existing CRU line of service for a Qualified Device	See Sales Information found at www.att.com/hsptedu
AT&T Hotspot for Education Unlimited with AccessMyLAN plan After 50GB, AT&T may temporarily slow data speeds if the network is busy & data speeds are up to a max of 3 Mbps.	New or existing CRU line of service for a Qualified Device	See Sales Information found at www.att.com/hsptedu
AT&T Hotspot for Education 10GB plans	New or existing CRU line of service for a Qualified Device	See Sales Information found at www.att.com/hsptedu
AT&T Hotspot for Education 10GB with AccessMyLAN plan	New or existing CRU line of service for a Qualified Device	See Sales Information found at www.att.com/hsptedu

1.2. No Resale

Customer and its Eligible Users (or Students' legal guardians, as applicable) are not permitted to resell, reproduce, retransmit, or disseminate the Qualified Services or Qualified Devices to third parties whether directly or indirectly including, without limitation, through machine to machine transmissions. In addition, Customer may not separately charge any Eligible (including, without limitation, Students or their legal guardians, as applicable) for all or a part the wireless internet connectivity enabled by the Qualified Services and Qualified Devices provided in accordance with this Agreement.

1.3. Invoicing

Customer will maintain all CRU lines for Eligible Users participating in Customer's Connectivity Program for Education on foundation account(s) that are separate from Customer's foundation account(s) with CRU lines for its Employees. Notwithstanding anything to the contrary elsewhere in the Agreement, consolidated invoicing is the only invoicing method available for CRU lines for Eligible Users participating in Customer's Connectivity Program for Education. Under consolidated invoicing, AT&T will provide a monthly invoice to Customer that consolidates all charges incurred by such CRU lines under the foundation account for the preceding monthly billing cycle, except as may otherwise be noted in applicable online or printed terms and conditions of a Qualified Service. This monthly consolidated invoice is only accessible online through the Customer's online account management portal at www.att.com/premier. Customer must promptly notify AT&T of any Numbers to be added or deleted from Customer's consolidated invoice.

1.4. Additional Requirements

1.4.1. Internet Safety Policy

Customer represents and warrants that it has, and will maintain during the term of the Agreement in compliance with the Children's Internet Protection Act (CIPA) that requires among other things, an internet safety policy that addresses the following: (a) access by minors to inappropriate matter on the Internet and the World Wide Web; (b) the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) unauthorized access including "hacking" and other unlawful activities by minors online; (d) unauthorized disclosure, use and dissemination of Personal Information regarding minors; and (e) measures designed to restrict minors' access to materials harmful to minors.

1.4.2. Notices and Privacy

For any and all Eligible Users (including any Students under 18 years of age) using the wireless connectivity made available through Customer's Connectivity Program for Education, Customer will comply with the additional requirements set forth in this Section 1.4.2 (including all subsections).

1.4.2.1. Data

AT&T will not collect, receive or use Personal Information associated with access to or use of wireless internet connectivity enabled by the Qualified Services and Qualified Device provided under this Agreement. Customer will not provide to AT&T any Personal Information associated with access to or use of the wireless internet connectivity enabled by the Qualified Services and Qualified Device by Eligible Users. Any data received by AT&T or Customer relating to an Eligible User in connection with this Agreement will be used exclusively for the purpose of providing the Qualified Services and Qualified Device for educational purposes and will not be used for any other purpose, including marketing or advertising.

1.4.2.2. Additional Notices

1.4.2.2.1. Connectivity Program for Education - Terms of Use

Customer has exclusive discretion and control over its Connectivity Program for Education, including, without limitation, determining participant eligibility, program purpose, and program terms, conditions, restrictions and any notices required. As a condition of allowing program access, Customer will provide to each Eligible User (or Student's legal guardian, as applicable) a set of Customer-branded terms and conditions governing the use of the Connectivity Program for Education that, at a minimum: (a) advise the Eligible User (or Student's legal guardian, as applicable) that the wireless internet connectivity enabled by the Qualified Services and Qualified Device are provided on an "as is" basis and that AT&T has no responsibility for the Eligible User's use of such connectivity, and (b) indicate that AT&T is a third-party beneficiary entitled to all rights and benefits afforded to Customer under Customer's terms and conditions as if AT&T were a party to such terms and conditions.

1.4.2.2.2. Notices Regarding Service and Equipment

Customer is responsible for ensuring appropriate notices are provided to any Eligible User (or Student's legal guardian, as applicable) in connection with the use of the wireless internet connectivity enabled by the Qualified Services and Qualified Device as required by law.

1.4.3. Compliance with Laws

In addition to Customer's Compliance with Laws obligations elsewhere in the Agreement, Customer specifically agrees to comply with any and all children's privacy laws, including but not limited to the Children's Online Privacy Protection Act (COPPA) as well as any and all state privacy laws that address collection, processing, use, sharing, etc. of children's data.

1.4.4. Additional Equipment Obligations

Customer acknowledges that the Qualified Devices and Qualified Services provided to Customer for Customer's Connectivity Program for Education are provided solely for educational purposes. Customer must establish technical controls intended to restrict use to educational purposes.

1.6 Additional Definitions.
For purposes of Section 1, these terms have the following meanings:

1.6.1 Elementary School means a nonprofit institutional day or residential school, including a public elementary charter school, that provides elementary education, as determined under state law.

1.6.2 Eligible K-12 School means an Elementary School or Secondary School.

1.6.3 Personal Information means individually identifying information, as defined in 16 CFR § 312.2 and under any applicable children's state privacy laws.

1.6.4 School means a not-for-profit elementary school or a not-for-profit secondary school that does not have an endowment exceeding $50,000,000.

1.6.5 Secondary School means a nonprofit institutional day or residential school, including a public secondary charter school, that provides secondary education, as determined under state law except that the term does not include any education beyond grade 12.

1.6.6 Student means an individual that is currently enrolled as a full-time student at an Eligible K-12 School.

Scope of Work
AT&T Connectivity Program for Education

EXHIBIT 2: PURCHASED EQUIPMENT LIST

Description	Manufacturer Part#	Unit NRC*
5G Wi-Fi Hotspot Device - 12 Month Contract Term Franklin A50 (ELE QOW A50 RG2102 BLK) or equivalent	6468D	$57.00

* Pricing for an E-Rate compliant hotspot purchased on a 1 yr Individual Line Commitment.
** Price does not include applicable taxes and may not be combined with other Equipment-related discounts or other offers.

Scope of Work
AT&T Connectivity Program for Education

EXHIBIT 3: NON E-RATE RIDER

ATTACHMENT TO AT&T Connectivity Program for Education Scope of Work ("Agreement")

This Attachment ("Attachment"), entered into by AT&T Enterprises, LLC ("AT&T") and WYOMING VALLEY WEST SCHOOL DISTRICT ("Customer") and effective as of the date signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement.

TERMS AND CONDITIONS

E-rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-rate program. As an eligible school or library for participation in the E-rate program AT&T respectfully requests signature as confirmation of the statement below.

The products and services sought in the Agreement are not the subject of any current or future FCC Form 470 seeking bids for qualification of E-rate funding. Customer acknowledges that these services will be billed and paid in full by Customer and will not be discounted by AT&T nor be the subject of any Form 472 BEAR Form requesting E-rate reimbursement submitted by Customer.

WYOMING VALLEY WEST SCHOOL DISTRICT (by its authorized representative)
By:
Name:
Title:
Date:

Scope of Work
AT&T Connectivity Program for Education

EXHIBIT 4: CHANGE REQUEST FORM

Type of Request:	
Initiator (Company):	
Change Request Received by:	
Price Impact:	
AT&T Additional Resources Req'd:	

Task Description:

Other information related to Change:

Impact of Change *Provide a description of the impact of the change (increase in duration, delay in start, cut-over date change, added dependency, additional resources required change to design, change to baseline solution, other).*

AGREED and ACCEPTED:
CUSTOMER:
By:_____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

AGREED and ACCEPTED:
AT&T
By:_____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

EXHIBIT 5: CUSTOMER'S INITIAL ORDER SUMMARY

Description	Unit Charges
AT&T Connectivity Program for Education Plans	$10.00 Monthly
AT&T Connectivity Program Equipment	$57.00 One-Time

Price does not include applicable taxes and may not be combined with other Equipment-related discounts or other offers.

Product	Service Provider Identification Number (SPIN)
AT&T Connectivity Program for Education	143025240

ATHLETIC AGREEMENT AMONG:
UNDER ARMOUR, WYOMING VALLEY WEST HIGH SCHOOL, AND ALLI SPORTS GROUP

Athletic Director: Nick Gill
Colors: Maroon, Gold
Mascot: Spartans

Wyoming Valley West High School ("School") Obligation to Under Armour and Alli Sports Group

- The term of this agreement commences on July 1, 2026, and ends on June 30, 2031 ("Term") for a term of 5 years.
- During the Term, School shall purchase Under Armour apparel, footwear, and accessories ("**Products**", and products bearing the Under Armour marks, "**Under Armour Products**") for School's athletic teams and coaches. ("**Teams**") from the Alli Sports Group set forth below.
- All Teams shall exclusively wear and use Under Armour Products head-to-toe, including without limitation footwear, socks, uniforms, and headwear, in all athletics activities, including but not limited to, competitions, games, practices, media and public events, camps, and clinics. School will be free to use third party products for products that Under Armour or Alli Sports Group do not supply; provided, however, that School will make reasonable efforts to not secure third-party products from Nike, adidas, Reebok, Puma, New Balance, Lululemon, or Russell.
- School shall place orders with Alli Sports Group for custom and stock uniforms by **January 15 for fall sports, May 31 for winter sports, November 15 for spring sports.** Stock apparel (excluding uniforms), footwear, and accessories can be ordered any time.
- Under Armour and/or Alli Sports Group shall receive placement of two (2) banners for display on-filed and on-court for each Team. Aside from Under Armour and Alli Sports Group, no other manufacturer, distributor, marketer, or seller of Products shall have the right to place signage at School's facilities.
- All School activities will be given access to Under Armour products when applicable, via webstore (as defined below).
- School hereby grants Under Armour the right to reproduce, display and otherwise use game photographs and/or audiovisual footage of each Team's games subject to applicable NCAA, NFHS, or applicable high school or governing body rules. (Collectively, "**Rules**").

Under Armour and Alli Sports Group's Obligations to School

- Under Armour shall provide a $3,500 marketing package in the first year of this agreement.
- Under Armour shall provide a "Championship Package" for each student-athlete and coach listed on the varsity roster in any sport that wins a state championship or for each student-athlete that wins an individual state championship during this agreement.
- Under Armour shall provide School with a 10% product rebate based on the amount of Under Amour in products and licensed product (collectively, "**Rebate Products**") purchased by School from Alli Sports Group
- Licensee products [including but not limited to team headwear, eyewear, etc] cannot be purchased with the promotional product credit – only 7-digit numeric catalog style numbers are eligible for inline promo. All promo funds must be used in the school year and the timeframe earned. Promo does not carry over from year to year or semester to semester and is considered lost if not used in the provided timeframe. Under Armour and Alli Sports Group will review purchases on a biannual basis and provide promotional rebates accordingly.
- Alli Sports Group shall provide a $5,000 signing bonus at retail value to be used for any Under Armour product Alli Sports Group provides in the first year of this agreement.
- Alli Sports Group shall provide a $2,500 product allotment at retail value to be used in years 2-5 of this agreement.
- Alli Sports Group shall provide a 5% product rebate on all hard good purchases that can used toward anything Alli Sports Group provides.
- Alli Sports Group shall maintain appropriate levels of Under Armour inventory to satisfy Schools' requirements on a timely basis; and provide sales data as requested.
- Alli Sports Group shall establish, operate, and manage a webstore for all affiliated School activities accounts (including but not limited to activities, organizations and clubs' parents, students, alumni, faculty, staff, etc.) ("**Webstore**"). Alli Sports Group will use good faith efforts to exclusively sell Under Armour Products on the Webstore and will prominently feature Under Armour Products over any third-party Products sold on the Webstore.
- Alli Sports Group shall provide sales data to Under Armour quarterly on a QBR worksheet (or as requested).
- This Agreement shall be reviewed yearly by Under Armour and Alli Sports Group to ensure no major conditions of the Agreement have changed.

TERMINATION. The parties agree that this Agreement can be terminated early in the event of (A) an uncured material breach of the Agreement by School; (B) the occurrence of a force majeure event that is outside of the reasonable control of any party but prevents, hinders, or delays such party's performance by 90 days or more; (C) public disparagement by the School or its coaches, teams, or staff of either Alli Sports Group or Under Armour or the Under Armour products; (D) sanctions levied against the School or its coaches, teams, or staff; or (E) an act or omission by the School or its coaches, teams, or staff that brings Under Armour or Alli Sports Group into public disrepute.

RIGHTS OF FIRST REFUSAL. School will not enter into an endorsement or similar agreement with a third party without first giving Alli Sports Group and Under Armour an opportunity to enter into an agreement with School for such rights on the terms and conditions as offered by the third party, measured solely in terms which are material, measurable and matchable ("**Third Party Terms**"). School will notify Alli Sports Group and Under Armour of the Third-Party Terms it receives for any such deal that School intends to accept. Evidence of such offer must be on the third party's letterhead

and a copy of such offer must be supplied to Alli Sports Group and Under Armour. Alli Sports Group and Under Armour will have 30 days from its receipt of the Third-Party Terms to match such an offer. If Alli Sports Group and Under Armour match or improve the Third- Party Terms, then School will enter into a new agreement with Alli Sports Group and Under Armour consistent with the Third-Party Terms.

MODIFICATION OF AGREEMENT. This document contains the entire Agreement between the parties and may not be changed, modified, amended, or supplemented except by express written agreement signed by all parties.

MISCELLANEOUS. ~~Maryland~~ PENNSYLVANIA law shall govern this agreement, without regard to principles of conflicts of laws thereunder. The parties agree that the terms of this agreement are confidential and except as required by applicable law, the parties shall not disclose in any way or to any third party any terms of this agreement. School shall not assign its rights or obligations under this agreement without prior written consent of Under Armour. The relationship between Under Armour, Alli Sports Group, and School shall be that of independent contractors. This agreement may be executed in two (2) counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same agreement. The signatures of the parties may be delivered by facsimile or imaged document, in PDF, TIFF, or JPEG format, and if delivered by facsimile or imaged document, said executed documents may be considered originals for all purposes.

IN WITNESS WHEREOF, each party acknowledges that a duly authorized representative of such party has executed this agreement as of the date set forth below, and acknowledges that such party has read, understands, and agrees to the terms and conditions of this agreement.

WYOMING VALLEY WEST HIGH SCHOOL	**UNDER ARMOUR, INC.**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

By signing below, Alli Sports Group agrees that School will purchase Under Armour products from the Alli Sports Group at its discounts of:

- 40% off Under Armour retail price for apparel (does not include decoration costs).
- 40% off Under Armour retail price for accessories (does not include decoration costs).
- 35% off Under Armour retail price on all team footwear.
- 40% off Under Armour Game Day Select, Armourfuse, Stock Uniforms.
- All player-pay items will be priced separately at premium pricing.

ALLI SPORTS GROUP

_____
Signature

_____
Printed Name

_____
Title

_____
Date