

CONTRACT AGREEMENT

This Agreement is made as of August 4, 2026

Between:

Maria Vanesa Utz

EducArt®, LLC

343 W. Sun Hill Road

Manheim, PA 17545

(Hereinafter referred to as "Provider")

And:

Conestoga Valley School District

502 Mt. Sydney Road

Lancaster, PA 17601

(Hereinafter referred to as "District")

1. Purpose

The purpose of this Agreement is to outline the terms and conditions under which the Provider will deliver educational services to the District.

2. Services Provided

The Provider agrees to offer the following services:

Play and Learn with EducArt® - 2 seasons, 7-lesson series in each season

- Learners will be 12 Months to 36 Months + at least one parent/caretaker must accompany
- As many as 20 learners
- 7 hours in each season (one-hour sessions) 2 seasons
- In the event of inclement weather cancellation, the session will be made up by a mutually agreed upon time between provider and district.
- The activities will be selected specifically for the participants and their families based on the feedback from the survey and the observations of the EducArt® service providers.

3. Duration of Contract and Session Dates

This Agreement shall commence on September 1, 2026 through April 13, 2027 unless inclement weather cancellations or other other unavoidable occurrences prevent the session offering in which case, all reasonable efforts will be made to reschedule any sessions cancelled by either party.

Confirmed Dates:

First Season Session Dates: September 1, 8, 15, 22, 29. October 6, and 13.

Second Season Session Dates: March 2, 9, 16, 23, 30. April 6, and 13.

4. Compensation

The District agrees to pay the Provider a total amount in one payment for the services rendered, payable upon completion of the Play and Learn Sessions.

- The EducArt® Professional Compensation Regular Rate 2026/2027 per one hour session is \$547.62

- A special discount rate of 40% per **Package price** has been agreed upon for this Play and Learn series.

Regular HourlyRate	Number of Hours Season 1	Total	Discount	Total Due Upon Completion of Services Season 1
\$547.62	7	\$3,833.33	40%	\$2,300
Regular HourlyRate	Number of Hours Season 2	Total	Discount	Total Due Upon Completion of Services Season 2
\$547.62	7	\$3,833.33	40%	\$2,300

5. Responsibilities of the Provider

The Provider shall:

- Deliver services in a professional manner.
- Ensure that all personnel are qualified and trained.
- Provide all necessary materials and resources for a positive educational experience for the learners and parents/caretakers.
- Communicate with the participants via email and copy the First 10 Administrator on all communications.

6. Responsibilities of the District

The District shall:

- Provide access to Brownstown Elementary School music classroom.
- Ensure timely communication and collaboration.

- Render payment within 60 days of the completion of each Play and Learn season program.
- Payment for each seasonal package shall be made upon completion of that respective season. Accordingly, payment for Season 1 shall be due upon the completion of Season 1, and payment for Season 2 shall be due upon the completion of Season 2.

7. Termination

This Agreement may be terminated by either party upon 14 days written notice if either party fails to fulfill its obligations under this Agreement.

8. Confidentiality

- Both parties agree to maintain the confidentiality of any proprietary or sensitive information obtained during the course of this Agreement.
- The provider and the district will have permission to use photography, video, or other digital media ("photo") from the Play and Learns in any and all of its publications, including web-based publications, without payment or other consideration from the provider, the district, learners, or their families.
- The district agrees to have participating parents sign a consent form from the provider allowing the use of photos, sound, and videos.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements and understandings, whether written or oral.

11. Invoicing Procedure

1. Invoice Preparation

- The Provider shall prepare and issue an invoice for services rendered under this Agreement. Each invoice will include:
 - Provider's name, address, and contact information.
 - Unique invoice number.
 - Date of invoice issuance.
 - Description of services provided, including dates and relevant details.
 - Quantity and rate for each service rendered.
 - Total amount due, including any applicable taxes.

2. Payment Schedule

The Provider shall ensure that all invoices are submitted within 14 days of the completion of services season 1 and season 2.

3. Payment Terms

- Payments are due within 60 days of the invoice date. The District agrees to make payments via check made payable to:
 - EducArt, LLC, 343 W. Sun Hill Road, Manheim, PA 17545

4. Late Payments

- If payment is not received by the due date, a late fee of 5% may be applied.

5. Disputed Invoices

- If the District disputes any portion of an invoice, the District must notify the Provider in writing within 7 days of receipt of the invoice. The parties shall work together in good faith to resolve the dispute.

12. Billing Authorization

Name of Business: Conestoga Valley School District

Billing POC (name/title): Michelle Trasborg, Director of Academic Supports

Phone Number: 717-397-2421, Ext. 0102

Billing address: 502 Mount Sydney Rd., Lancaster, PA 17601

Email Address: michelle_trasborg@conestogavalley.org

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

The authorizing signature below confirms all of the above information is correct and approves payment for all charges incurred related to the program of services to be provided by EducArt®, LLC, in accordance with the rates outlined in the Policies and Rates above. Signature and return of this completed application provides EducArt®, LLC with authorization to bill for services rendered and agreement to policies and rates as outlined.

Provider Signature: _____, August 4, 2026

Maria Vanesa Utz

EducArt®, LLC

District Signature: _____, Date: _____

Michelle Trasborg

Director of Academic Supports