

ADDENDUM NO. 1 TO STAFFING SERVICES AGREEMENT

This Addendum No. 1 to the Staffing Services Agreement ("Addendum") is entered into effective **July 1, 2026**, by and between **Conestoga Valley School District ("District")** and **SOS Group, Inc. ("SOS")**.

RECITALS

WHEREAS, the District and SOS entered into a Staffing Services Agreement with an initial three-year term ending June 30, 2026;

WHEREAS, the Agreement provides for a one-year renewal of the Agreement on June 30, 2026 unless either party terminated the Agreement;

WHEREAS, neither party has terminated the Agreement;

WHEREAS, SOS has requested an increase in its billing rates, and the District has determined that such request will not be considered at this time.

WHEREAS, the parties desire to continue contracting with each other for the services contemplated by the Agreement; and

WHEREAS, the parties desire to formally evidence their intent to renew the Agreement for the one-year extension, subject to the terms of this Addendum.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Effect of Addendum

Except as expressly modified herein, all terms and conditions of the original Staffing Services Agreement shall remain in full force and effect during the term of this Addendum. To the extent that the terms of the Agreement and this Addendum may conflict or be inconsistent with one another, the terms of this Addendum shall control.

2. Extension of Agreement

The parties expressly agree to modify Section 1 of the Agreement such that the term of the Staffing Services Agreement shall be extended for a period of two (2) years, commencing **July 1, 2026, and ending June 30, 2028**. The Agreement and this Addendum will not automatically renew.

3. Expectations

The District and SOS, within thirty (30) days of the execution of this Addendum, shall mutually develop and agree upon standards and measures regarding the evaluation of expectations of SOS. The District's Superintendent or designee is hereby authorized to agree to the Expectations to be incorporated into this Addendum upon signature by both parties.

District administrators and SOS shall continue to meet on a quarterly basis during the term of this Addendum to review and discuss any concerns, evaluate progress, and identify additional improvements where necessary. District administration and SOS will also continue bi-weekly calls to ensure clear communication on both sides.

5. Billing Rates

The billing rates in effect as of **June 30, 2026**, shall remain unchanged through June 30, 2027. If SOS desires a rate increase for the second year of the term of this Addendum, it shall notify the District, in writing, of its requested rate increase by February 1, 2027.

Any rate increase shall be negotiated in good faith, contingent upon the satisfactory performance of SOS in accordance with the Performance Expectations established and agreed upon by the parties, with such satisfactory performance to be determined in the District's sole discretion; provided, however, that the District shall not be obligated to approve a rate increase.

6. Reservation of Rights

Nothing contained in this Addendum shall be construed as creating any obligation on the part of the District to renew or extend the Staffing Services Agreement beyond June 30, 2028. Any future extension or renewal shall be subject to mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives.

CONESTOGA VALLEY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

SOS GROUP, INC.

By: Richard Kromrine

Name: RICHARD KROMRINE

Title: V.P.

Date: 8/13/26