



April 3, 2025

Charles Malone
Interim Superintendent
Central Bucks School District
Via email to: cmalone@cbsd.org

Re: Engagement to Provide Services

Dear Charles,

This will confirm that you have asked Grand River Solutions, Inc. ("GRS") to provide the services as described hereunder for Central Bucks School District (the "District", together with GRS, the "Parties," and each a "Party"). This letter sets forth the terms and conditions that GRS proposes for the engagement. When signed by you or an authorized individual on behalf of the District, this letter will become the agreement ("Agreement") between the District and GRS for services and the payment of fees and expenses related to them.

1. **Parties.** The parties to this Agreement are GRS and the District. It is binding on the District's successors and assigns, if any. GRS represents that the assigned GRS professionals will have received training that is relevant and required to serve in the role being performed and meets all requirements as set forth in the applicable regulations and any subsequent federal updates.
2. **Term.** The terms of this contract are valid through January 31, 2027.
3. **Services Upon Request.** GRS will provide services upon request by the District, subject to staff availability; the rates and the descriptions of the available services are in the Attachment to this letter. Unless otherwise discussed and agreed upon by the Parties, all services will be provided remotely.
4. **In-person Services.** In-person services are limited to staff availability and cannot be guaranteed. Travel time will be billed at the rates for service listed in this Agreement, unless prohibited by applicable law.
5. **Expenses.** The District will reimburse GRS for all approved expenses which may include the preparation of interview or hearing transcripts, overnight mailing, and other costs directly related to the work performed under this Agreement. Expenses are to be approved in advance by the District. GRS will provide the District with receipts for all approved expenses. Should travel be required, the District will reimburse GRS for all reasonable out-of-pocket expenses incurred in connection with the engagement, such as airfare (not to include First Class), hotel, mileage, meals, parking, ground transportation, and related travel costs.
6. **Related Post Project-Completion Services.** If GRS is asked by the District or required to prepare for and/or testify at deposition, trial or arbitration as a result of services rendered under this Agreement, or if GRS must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of the services performed for the District in any matter to which GRS is not a party, the District agrees to pay GRS for all time expended (including preparation time) at GRS's regular hourly rates and to reimburse GRS for reasonable costs and expenses incurred, whether or not the service has been concluded. This includes costs of outside legal representation for GRS. Payment is due upon presentation of a billing statement for services, costs, and expenses. If costs and/or expenses, including the costs of legal representation should reasonably be expected to exceed \$5,000, the District shall advance the funds to GRS or GRS's designee.

7. Invoices. GRS will bill the District monthly. The invoice will show the time spent on the District's behalf and any expenses incurred. The minimum time charged for any particular activity will be one-tenth of an hour. GRS will not be requiring a deposit. A 5% processing fee per transaction will be applied to any payments made by credit card. Payment is due upon presentation of the invoice, but in no event later than 30 days from the presentation of the invoice. The District will provide the appropriate billing contact to GRS and agrees that the invoices may be sent by email. If the District has any questions about the invoices, please immediately contact GRS so that any concerns can be promptly resolved.
8. Limitation on Scope of Services. This engagement is limited to services described in this Agreement and its attachments, if any. GRS will not act as an advocate, provide legal advice to the District, or represent the District in any legal action or proceeding. It is expressly agreed that the District will look to its regular legal counsel for such services as well as for advice with respect to legal issues that may arise relating to any complaint, investigation, hearing, appeal, or informal resolution, including, without limitation, the accessing of electronic and other data, document retention, or litigation holds.
9. Mutual Cooperation. GRS will perform the services called for under this Agreement. The District will cooperate with GRS to the extent necessary to complete the services described in this Agreement and timely make any payments required by this Agreement. This will include, without limitation, arranging access to the District's witnesses and documents, responding to information requests, and providing the appropriate policies and procedures.
10. Confidentiality. The Parties recognize that GRS may become privy to confidential information regarding the District's personnel and education records. GRS and its employees shall keep any such information confidential and will not make any disclosure to any third parties without the advance express written permission of the District.
 - a. For purposes of this Agreement, "Confidential Information" means all nonpublic information furnished or made available by the District to GRS for the purpose of conducting work as part of this Agreement. Such confidential information may include information about specific complaints or investigations involving District students or employees.
 - b. To the extent information disclosed to GRS in connection with this Agreement constitutes an Education Record (as that term is defined for purposes of the Family Educational Rights and Privacy Act and the regulations promulgated thereunder (collectively, "FERPA")), and to the extent GRS may be considered a "school official" (as such term is defined in FERPA) with a "legitimate educational interest" (as defined in FERPA) for the purpose of performing services under this Agreement, GRS will comply with all applicable requirements of FERPA.
 - c. GRS (including its employees) will not disclose Confidential Information to any third parties without the advance express written permission of the District.
 - d. GRS (including its employees) will not respond to any media inquiries regarding any matter covered by this contract unless directed to do so, in writing by the District.
11. Data Privacy. GRS utilizes commercially available software and publicly available policies and information on data privacy and security. In accordance with its information security policy, GRS relies on encrypted, commercially available products for transcription, data storage and transfer.
12. Indemnification. The District agrees to defend, indemnify and hold GRS and its employees harmless, to the full extent permitted by law, from and against all claims, actions, liabilities or damages, whether formal or informal, actual or threatened, brought or asserted against GRS related to or arising out of GRS's services in connection with or related to the services provided as part of this Agreement, with the exception that the District shall not indemnify GRS in the case of intentional misconduct or gross negligence by GRS in the performance of these services. This includes an obligation to indemnify GRS for all costs, including, without limitation, attorneys' fees,

experts' fees, settlement amounts, disbursements, and compensation at GRS's then current hourly rates, in connection with pending or threatened litigation, in which GRS is a party or potential party. The agreement to indemnify includes the obligation to advance funds to the maximum extent legally permissible.

13. No Guarantees. Given the nature of the engagement, GRS cannot make, and has not made, any representation or guarantee concerning the potential outcome of any services, nor does GRS make any representation or guarantee as to the total fees or costs that may be incurred. The District understands that its obligation to pay fees and costs does not depend on the outcome of any services provided.
14. Termination. The District has the right to terminate GRS's services at any time; monthly flat-fee services, described above if applicable, require thirty (30) days' notice for cancellation. GRS also has the right to withdraw from rendering services under this Agreement if, among other things, the District fails to honor the terms of this Agreement, fails to make payment of any billing statement(s) in a timely manner, fails to cooperate, or if any fact or circumstance occurs that would, in GRS's view, render continuing service unlawful or unethical, provided, however, any withdrawal must be legally permissible. Notwithstanding termination of GRS's services, the Parties' obligations under the following provisions survive: Confidentiality, Rates, Expenses, Related Post Project Completion Services, Intellectual Property (if applicable), Indemnification, Dispute Resolution, Files and Documentation, Authority, Entire Agreement, Severability, and Non-Solicitation. The District remains obligated to pay for all services provided and to reimburse all costs and expenses paid or incurred prior to the date of such termination or which are incurred thereafter as provided for herein.
15. Dispute Resolution. If the District becomes dissatisfied with GRS's charges or services, it will immediately, and in all circumstances within 15 days of receipt of the invoice, bring its concern to GRS's attention so that the Parties can resolve it in good faith. In the event that any dispute cannot be resolved through discussion or voluntary mediation, the parties agree to final and binding arbitration of any dispute, claim or controversy regarding GRS's services or the terms of this Agreement under the then-current commercial arbitration rules of JAMS. GRS and the District are waiving the right to a jury or court trial.
16. Files and documentation. Upon completion of the work required, GRS shall provide to the District all documents gathered, including emails sent and received, in a format agreeable to the District. Once received by the District, GRS is not responsible for the maintenance of any such documentation or files and will not maintain those files.

GRS will not transfer to the institution any notes, communications, or files gathered or created while serving as a hearing advisor and is not responsible for the maintenance of any such notes or files.
17. Authority. The undersigned Parties warrant and represent that (a) they have the right and power to enter into this Agreement and to perform all of its obligations hereunder, and (b) this Agreement, when executed and delivered by the Party, will be a legal, valid and binding obligation enforceable in accordance with its terms.
18. Entire Agreement. This Agreement and any referenced attachments or exhibits contain the entire agreement between the Parties. It may not be altered, modified, or amended except by a subsequent written agreement signed by the District and GRS. The District acknowledges that no promises have been made other than those stated in this Agreement.
19. Severability. If any provision of this Agreement is held unenforceable in whole or in part, for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

20. Counterparts. This Agreement may be executed in counterparts, and an electronic copy shall be fully binding as if it were an original.
21. Assignment. Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party.
22. Governing Law. The laws of Pennsylvania shall govern this Agreement without giving effect to principles relating to conflicts of law.
23. Non-solicitation. During the term of this Agreement and for a period of one (1) year thereafter, the Parties agree not to hire, solicit, nor attempt to hire the services or business of any of the other Parties' employees who performed work under this Agreement without prior written mutual consent, where the employee would provide to any Party all or part of the services provided under this Agreement.
24. Effective Date. The District will provide an executed Agreement to GRS via email and GRS will provide a countersigned Agreement to the District. This Agreement shall take effect upon the execution of both Parties.

If these terms and conditions meet with your approval, please indicate the District's acceptance by signing and returning a copy of this Agreement using the signature block below. GRS will then sign the Agreement and return an executed copy to you.

Please do not hesitate to call me if you have any questions.

Very truly yours,

Jody Shipper
Co-Founder & Managing Director
Grand River Solutions, Inc.

Attachment: GRS Rate Sheet & Service Descriptions

On behalf of Grand River Solutions, Inc.		On behalf of Central Bucks School District	
Name		Name	

Billing Contact Name:	
Billing Email Address:	
Is a PO required for work to begin?	
Is there a required vendor set up process?	If yes, please send the required set up information to billing@grandriversolutions.com .

Is invoice/payment portal sign-up required?	If yes, please include the URL below:
Preferred payment type?	

Attachment: GRS Rate Sheet & Service Descriptions

Service	Rate
Alternative Resolution	\$225.00/hour
Appeal Officer	\$330.00/hour
Consulting	\$305.00/hour
Digital Accessibility Consulting	\$375.00/hour
Hearing Advisor	\$155.00/hour
Hearing Officer/Decision Maker	\$330.00/hour
Intake & Assessment	\$285.00/hour
Investigation	\$260.00/hour
Process Advisor	\$240.00/hour
Single Matter Coordinator	\$285.00/hour
Standard Remote Training (Live or Recorded)	Hourly: \$1,250/hour – includes planning and preparation Half day, 4 hours: \$3,000 Two half days: \$5,500 Each subsequent 4-hour session: \$2,500
Hybrid Remote Training (Live or Recorded)	Hourly: \$1,500/hour – includes planning and preparation Half day, 4 hours: \$3,500 Two half days: \$6,500 Each subsequent 4-hour session: \$3,000
Custom Remote Training (Live or Recorded)	Hourly: \$2,000/hour – includes planning and preparation Half day, 4 hours: \$4,000 Two half days: \$7,000 Each subsequent 4-hour session: \$3,500
Standard In Person Training	Half day, 4 hours: \$5,500 Full day, 8 hours: \$7,500
Hybrid In Person Training	Half day, 4 hours: \$5,500 Full day, 8 hours: \$7,500
Custom In Person Training	Half day, 4 hours: \$7,000 Full day, 8 hours: \$9,000

- Alternative Resolution: GRS will facilitate alternative resolutions, as needed, for the District, in accordance with the District's policies and procedures.
- Appeal Officer: GRS will provide appeals officers, and/or member(s) of an appeals panel to conduct appeals, as needed, in accordance with the District's policies and procedures.
- Consulting: GRS will provide guidance and coaching to the District as may be requested, on topics related to Title IX, Title VI, Title VII, ADA, Section 504, the Clery Act, workplace misconduct, student conduct, and other related topics. Support may include a review of draft reports, providing guidance to leadership, reviewing training materials and/or reviewing of relevant institutional policies and procedures. Digital Accessibility Consulting may take the form of and/or address, amongst other digital accessibility topics, the

following:

- Guidance on how to effectively navigate digital accessibility related matters;
- Brainstorming as issues regarding digital accessibility arise;
- Supporting departments in the development and design of compliant instructional materials; and
- Support in determining of what is an “undue burden” or “fundamental alteration” consistent with Title II.
- **Hearing Advisor:** The GRS hearing advisor will assist participants with navigating and participating in a hearing process in accordance with applicable regulations and campus policies. Support begins after the final investigation report is shared with the parties and the hearing is scheduled. Support is limited to and may include assisting the participant with understanding the institution’s hearing process and procedures, reviewing and understanding the investigation report and evidence, and providing support preparing for the hearing, which may include an explanation to the advisee on how to develop opening statements, questions, and closing statements if applicable. If required or permitted under the institution’s policy, the GRS hearing advisor will read the questions developed by the advisee for the other party(ies) and witnesses at the hearing. The GRS hearing advisor will neither advocate for, nor provide legal advice to, the advisee, and will not draft opening statements, closing statements, or appeals documents.
- **Hearing Officer/Decision Maker:** GRS will act as the Decision Maker or a hearing panel member in cases as assigned by the District. The Decision Maker will conduct hearings in accordance with District policies and procedures; resolve procedural disputes that arise during the hearing; respond to questions, objections, or disruptions of the hearings; prepare and conduct pre-hearing procedures as needed; manage logistics of the hearing process; and draft a written decision with analysis, rationale, factual findings, and all elements as required by the District’s policies and procedures.
- **Intake & Assessment:** GRS conducts an initial intake and assessment of a report of prohibited conduct to determine if the report alleges a policy violation, and if so, which procedures are applicable. These engagements may require GRS to:
 - Review applicable campus policies and procedures;
 - Meet with complainants and conduct initial interviews to understand allegations;
 - Review documents received in support of the report of alleged prohibited conduct;
 - Make a preliminary determination as to whether the alleged conduct, if true, would violate applicable policy and communicate that preliminary decision to the client prior to the drafting of any procedural documents.
 - Gather and relay to the client information about the complainant’s requests for support and provide the client with suggestions for supportive measures and other interim actions;
 - Draft procedural documents such as formal complaints, a notice of investigation, notice of alternative resolution, notice of dismissal, etc. Such documents would be written under the client’s name and utilize client templates unless the client prefers to use GRS templates.
- **Investigation:** GRS will perform impartial investigations, as needed, within the specific scope determined by the institution. The investigation will be independent, objective, and thorough, and in keeping with institutional policies and procedures.
- **Process Advisor:** GRS will provide process advisors to support any student, staff or faculty parties, such as making sure the party understands the process, their rights under the process, and how to access their rights and supportive measures. Unless otherwise discussed and agreed upon by the Parties, all services will be provided remotely. Deliverables may include:

- Attending all meetings and interviews that are part of the resolution process;
- Advising the parties on their rights during the resolution process;
- Support understanding of the relevant campus policies and procedures, including understanding the investigation and hearing processes (if applicable);
- Assisting a party in preparing for any informal resolution process (if applicable);
- Assisting the parties with understanding how to participate in the evidence review process and submission of written responses as directed by the party to the evidence and the final investigation report;
- Advising parties on the hearing process;
- Assisting the party with the development and review of cross-examination questions;
- In the absence of the party, writing cross-examination questions for the hearing;
- Conducting cross-examination at the hearing;
- Making sure that the party understands the appeal process, how to file an appeal, and assisting with appellate submissions, and;
- GRS will maintain a confidentiality and a boundary between advisors and those who are investigators or decision makers on a particular matter.

GRS advisors will not serve as an advocate for any party in a manner that is adverse to the institution, will not craft legal arguments, and will not provide either legal advice or legal representation to any party during any part of the resolution process. The role is limited to providing non-legal, procedural support to facilitate the party's meaningful participation in the process.

- **Single Matter Coordinator:** GRS coordinates the institutional response to a designated report(s) of prohibited conduct, from intake through resolution, in accordance with client's policies and procedures. Scope of work may include the following:
 - Conduct initial intake/assessment;
 - Determine appropriate supportive measures;
 - Determine resolution method (dismissal/referral, investigation, alternative resolution) in accordance with client policies and procedures;
 - Draft procedural documents such as formal complaints, notices related to resolution method used, etc. Such documents would be written under the auspices of the client's name and utilize client templates unless the client prefers to use GRS template;
 - Coordinate supportive measures, emergency removals and other interim actions;
 - Oversee and coordinate report resolution, including oversight of alternative resolution process, investigations, hearings, appellate review, dismissals, referrals to other appropriate departments, etc;
 - Document steps taken and maintain records in accordance with clients' practices, policies, and procedures.
- **Training:** GRS will provide training on topics including investigations, hearing officer competencies, understanding the applicable Title IX Regulations, best practices in adjudications and appeals, or other topics as may be requested by the District. Specific dates and topics to be determined by mutual written agreement.