

ADDENDUM
to the
PSYCHOEDUCATIONAL EVALUATION AGREEMENT
between
SUSQUEHANNA TOWNSHIP SCHOOL DISTRICT
and
CENTRAL PENN EDUCATION ASSOCIATES INC.

This Addendum to the Psychoeducational Evaluation Agreement made this 29th day of August 2025 ("Effective Date"), is entered into by and between the Board of School Directors of the Susquehanna Township School District and Central Penn Education Associates, Inc. (collectively, the "Parties").

WHEREAS, by resolution dated 22 day of September, the School Board of Directors of the Susquehanna Township School District did approve the utilization of Central Penn Education Associates' services at the same time as the Addendum to the Psychoeducational Evaluation Agreement which is incorporated as part of the whole Agreement for Services;

WHEREAS, the Agreement did not include certain terms; and

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Licensing.** Central Penn Education Associates shall hold all licenses and/or certifications necessary to practice the designated specialty within the Commonwealth of Pennsylvania. Central Penn Education Associates' assigned psychologist shall hold an active certification

that qualifies him/her to conduct that type of evaluation. If certification is not issued for the particular area of professional practice in which the evaluator is lawfully engaged, he/she shall hold such license or other credentials as required for the area of professional practice under Pennsylvania law. Central Penn Education Associates shall obtain and provide upon written request of the Susquehanna Township School District a copy of all professional certifications and/or licenses held by any personnel providing services under this agreement. Upon renewal of any licensure and/or certification, Central Penn Education Associates is obligated to provide a copy of said renewal.

2. **Insurance.** Central Penn Education Associates understands that it is not insured by or under the insurance policies of the Susquehanna Township School District. Central Penn Education Associates agrees to carry liability insurance of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate at all times during the Term of this Agreement for its employees. The Susquehanna Township School District will be shown as additional named insured under the liability insurance. Policies shall be cancelable with no less than thirty (30) days' notice to the Susquehanna Township School District. Central Penn Education Associates shall obtain and provide upon written request of the Susquehanna Township School District a copy of Liability insurance policy, at Central Penn Education Associates' expense, in an amount adequate to protect against any liability arising from the services to be provided by Central Penn Education Associates under this Agreement which amount shall not be less than \$1,000,000 per claim and \$3,000,000 per aggregate
3. **Clearances.** Prior to working with children, any individual employed by Central Penn Education Associates shall possess current criminal clearances, including those required

by Act 34 (PA State Criminal Record Check), Act 151 (Child Abuse Clearance Check), and Act 114 (FBI Criminal History Record), as amended from time to time, in a manner consistent with Section 111 of the Public School Code, other applicable law, and relevant District policies. Central Penn Education Associates shall perform employment history reviews as required by Section 111.1 of the Public School Code. No staff member shall have direct contact with children, as defined by the Child Protective Services Law (23 Pa.C.S. § 6303), if they do not meet the eligibility rules of Section 111. The collection, cost, and review of the clearances will be the responsibility of the Central Penn Education Associates. Central Penn Education Associates shall obtain and provide, upon written request of the Susquehanna Township School District, a copy of current federal criminal history background checks as required by Section 111 of the Pennsylvania School Code, 24 P.S. §1-111; a copy of current state criminal history background checks as required by Section 111 of the Pennsylvania School Code, 24 P.S. §1-111; a copy of current official clearance statement regarding child injury or abuse from the Pennsylvania Department of Public Welfare as required by 23 Pa.C.S. §6354 et. Seq.; a copy of PA Act 24 statement of Arrest/Conviction; and a copy of current employment history review as required by Section 111.1 of the Pennsylvania School Code, 24 P.S. §1-111.1.

4. **Independent Contractor.** Central Penn Education Associates acknowledges and agrees that Central Penn Education Associates is an independent contractor of the Susquehanna Township School District and not an employee of the Susquehanna Township School District. Central Penn Education Associates shall be responsible for all taxes, employee withholding and expenses in any way related to the provisions of Services under this Agreement. This Agreement will not establish a joint venture, agency, or partnership

between the Susquehanna Township School District and Central Penn Education Associates beyond that explicitly detailed in this Agreement. Central Penn Education Associates, its employees, agents, officers, and contractors will not be considered under this Agreement, or otherwise, or in any way, as having the status of employee or being entitled to participate in any benefits, plans, schemes, arrangements, or distributions by Susquehanna Township School District pertaining to, or in connection with, any person, bonus, or other benefits provided ordinarily by Susquehanna Township School District to its employees.

5. **Confidentiality.** Central Penn Education Associates shall maintain complete confidentiality as defined and required by state, federal, and local law all information and records relating to students. Central Penn Education Associates acknowledges that the Susquehanna Township School District is bound by federal and state laws regarding the compilation, maintenance, and release of educational records. Central Penn Education Associates shall comply with all federal and state laws regarding the confidentiality of educational records of Susquehanna Township School District and the Student including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g and its implementing regulations (34 C.F.R. Part 99) and Title 22 of the Pennsylvania Code §§12.31-12.33. Under this Agreement, Central Penn Education Associates shall be designated by the Susquehanna Township School District as a “School Official” for purposes of compliance with FERPA regulations.
6. **Nondiscrimination.** Central Penn Education Associates shall comply with the Susquehanna Township School District’s nondiscrimination policies and all applicable

federal and state laws and regulations in the performance of their duties under this Agreement.

7. **Indemnification.** Central Penn Education Associates shall indemnify, defend, and hold harmless the Susquehanna Township School District from and against any and all claims, penalties, demands, causes of actions, damages, losses, liabilities, costs, expenses, including reasonable attorney's fees in law or in equity, or any kind or nature whatsoever, arising out of or in any manner directly or indirectly related to the Central Penn Education Associates' obligations provided pursuant to this Agreement. This paragraph shall survive the termination of this Agreement and the fulfillment of the parties' duties under this Agreement. The Susquehanna Township School District shall indemnify, defend, and hold harmless Central Penn Education Associates from and against any and all claims, penalties, demands, causes of actions, damages, losses, liabilities, costs, expenses, including reasonable attorney's fees in law or in equity, or any kind or nature whatsoever, arising out of or in any manner directly or indirectly related to Susquehanna Township School District's obligations provided pursuant to this Agreement. This paragraph shall survive the termination of this Agreement and the fulfillment of the parties' duties under this Agreement.
8. **Choice of Law/Jurisdiction.** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to the provisions thereof regarding conflicts of law. Any dispute arising out of this Agreement shall be brought in the Court of Common Pleas of Dauphin County, Pennsylvania or the applicable Federal District Court of Pennsylvania.
9. **Authority.** Each party warrants it has the authority to enter into this Agreement.

10. **Enforceability.** In the event any provision or portion of this Agreement is judicially determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.
11. **Notices.** Unless otherwise provided for herein, all notices required to be given under this Agreement shall be in writing unless otherwise indicated.
12. **Severability.** In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Force Majeure.** Neither party shall be liable for failure to fulfill its obligations under this Agreement if that failure is caused, directly or indirectly, by flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural calamity or act of God, interruption in water, electricity, heating or air conditioning (depending on the season), acts of terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, pandemics, epidemics, quarantines, embargoes, malicious acts of third parties, labor disputes affecting vendors or subcontractors and for which the party claiming force majeure is not responsible, or any other similar cause beyond the reasonable control of that party
14. **Other.** All other terms and conditions of the Agreement not in conflict with this Addendum shall remain in full force and effect. This Addendum, together with the Agreement, expresses the complete agreement between the Parties regarding the subject matter hereof and supersedes any discussions, correspondence, or other written or oral communications

between Susquehanna Township School District and Central Penn Education Associates regarding such matters.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the Effective Date.

ATTEST/WITNESS

SUSQUEHANNA TOWNSHIP SCHOOL
DISTRICT

Ann-Marie Rathmell

By Samara Willis

WITNESS:

CENTRAL PENN EDUCATION ASSOCIATES
INC.

Meredith Bavaria
Meredith

By: Anthony Bavaria, President
[Signature]

