

ADDENDUM NO. 1

TO THE MASTER SERVICES AGREEMENT

Northstar Education Advisors and Reading School District

Leadership Development Bridge Engagement

Building-Level Leadership Coaching and Support, School Year 2026-2027

in addition to services provided under the existing MSA dated April 10, 2026

Addendum Effective Date	October 7, 2026
Underlying Agreement	Master Services Agreement between Northstar Education Advisors and Reading School District, effective April 10, 2026
Current Engagement Term	April 10, 2026 to March 30, 2029
Amended Term	April 10, 2026 to August 31, 2027 <u>reflecting new MSA end date</u>
Total Additional Fee	\$246,000
District Sponsor	Wanda Crespo, Assistant Superintendent

1. BACKGROUND AND PURPOSE

1.1 Underlying Agreement

Northstar Education Advisors ("Northstar") and Reading School District ("Reading" or the "District") entered into a Master Services Agreement effective April 10, 2026 (the "MSA"), under which Northstar provides strategic planning, leadership development, and educational transformation services to Reading over a three-year term. The initial Statement of Work attached to the MSA as Appendix A governs Year One services for the period April 1, 2026 through March 30, 2027.

1.2 Basis for the Expansion

At Reading's July 2026 administrative retreat, District administrators were introduced to the Collective Flow Leadership Framework and began developing individual Leadership Playbooks. Reading leadership also determined that Northstar has made significant progress in Strategic planning and educational visioning; Portrait of a Graduate/Learner development; and comprehensive planning.

Administrators requested continued direct support from Northstar rather than allowing that momentum to lapse, and District leadership determined that building-level leadership teams require embedded support beginning September 2026. Delivering that support requires Northstar to commit additional consultant hours, personnel, and onsite resources during the 2026-2027 contract year beyond those contemplated in Appendix A.

1.3 Purpose of this Addendum

This Addendum No. 1 (this "Addendum") expands the scope of services under the MSA to add the Leadership Development Bridge Engagement described in Section 3 below, establishes the additional fees and payment terms for those services, and sets the term during which they will be delivered.

This Addendum updates the term of the original MSA to now end on August 31, 2027, Upon execution of this Addendum, the updated end date of the MSA is now August 31, 2027, and includes the "Building-Level Leadership Coaching and Support" services stipulated herein.

2. INCORPORATION, PRECEDENCE, AND EFFECT ON EXISTING SERVICES

2.1 Incorporation of the MSA

This Addendum incorporates the MSA by reference in its entirety. All defined terms used and not otherwise defined in this Addendum have the meanings given to them in the MSA. The services described in Section 3 fall within the categories of services set forth in MSA Section 2.1, including leadership development and First Team coaching, professional development for Reading leadership, and organizational effectiveness and capacity building.

2.2 Order of Precedence

In the event of a conflict between this Addendum and the MSA with respect to the services, fees, or term described in this Addendum, this Addendum governs. In all other respects the MSA governs. In the event of a conflict between this Addendum and the Leadership Development Bridge Proposal prepared by Northstar for the Assistant Superintendent, this Addendum governs.

2.3 Effect on Appendix A Services

The services and fees set forth in this Addendum are in addition to, and not in substitution for, the services and fees set forth in Appendix A to the MSA. Without limiting the foregoing:

- The Year 1 fee of \$280,000 under Appendix A remains payable in full according to the Appendix A invoicing schedule of 50% having been due April 15, 2026 and 50% due October 15, 2026.
- The bi-weekly Cabinet participation, the one day per month of dedicated one-on-one leadership coaching, the Comprehensive Plan development work, and all other Appendix A activities continue without reduction, offset, or credit against the fees payable under this Addendum.
- The 44 onsite days budgeted under Appendix A for Year 1 do not include, and are not reduced by, the onsite sessions delivered under this Addendum.
- No fee payable under this Addendum may be netted against, credited toward, or invoiced in place of any amount payable under Appendix A.

2.4 Reduction of the MSA Term

This Addendum advances the three-year term of the MSA established in MSA Section 3.1 to now end August 31, 2027.

3. SCOPE OF ADDITIONAL SERVICES

3.1 Engagement Overview

Northstar will deliver a ten-month bridge engagement that combines team-level facilitation with individual consultation for building-based leadership teams and individual administrators. The engagement is grounded in the Collective Flow Leadership Framework developed by Dr. Leila Nuland and Dr. Peter Burrows, and is designed to build leadership capacity for systemic coherence across the District's buildings and departments.

The engagement is a bridge year of direct support delivered in advance of, and separate from, any future state-accredited program. It is not itself an Act 45 approved continuing education program, and Northstar makes no representation that participation in this engagement will earn Act 45 credit.

3.2 Participating Teams

- Northstar will serve nine (9) building-based leadership teams for the full engagement term.
- The nine specific participating teams will be confirmed in writing with the Assistant Superintendent prior to launch. District scope guidance is to prioritize buildings whose leadership teams elect to participate in the work.
- Northstar will assign one dedicated Northstar Advisor to each participating team for the full ten months, so that the same advisor maintains continuity with that leadership team throughout the engagement.
- Northstar may substitute an assigned Advisor only for cause, illness, or separation from Northstar, and will notify the Assistant Superintendent in advance of any substitution.

3.3 Service Touchpoints

Touchpoint	Purpose	Frequency and Format
Embedded team sessions	Observe each administrative team at work in context and facilitate targeted learning connected to an active team challenge.	Two onsite sessions per participating building each month
Individual consultation	Support each team member on one or two priority Flow components using recent evidence, reflection, rehearsal, and a specific practice commitment.	Hourly, individual team member sessions, virtual or by telephone, as needed
Between-session practice	Leaders test one agreed behavior or routine in daily work and capture brief evidence of impact.	Light-touch practice; no additional meeting required

3.4 Onsite Session Structure and Scheduling

Each onsite touchpoint consists of an onsite block of up to four (4) hours per team, within which Northstar will conduct a facilitated team session of 75 to 90 minutes together with contextual observation and individual consultation as scheduled. An onsite touchpoint is not a full consulting day.

The two monthly onsite sessions for a participating team must be scheduled on a minimum of two consecutive calendar days. Reading will accommodate this scheduling requirement when confirming the monthly calendar.

3.5 Development Framework

The work is organized around the six components of the Collective Flow Leadership Framework.

Component	What it requires of the team
Collective Trust	Team members trust one another's competence, benevolence, and integrity, creating the psychological safety required for honest engagement and productive disagreement.
Self-Awareness	Leaders understand their own patterns and impact, and the team can accurately see its own decision habits, commitments of practice for handling conflict, and blind spots.
Collaborative Openness	The team surfaces disagreement productively rather than avoiding it, and subjects proposals to rigorous scrutiny rather than deferring to departmental authority.
Evidence-Driven Iteration	The team treats strategies as hypotheses to be tested against data, including data on return on investment, rather than positions to be defended.
Shared Vision	The team holds a common, specific understanding of what it is working toward that can organize decisions and trade-offs across departments.
Process Orientation	The team has deliberately designed structures and routines, built on shared commitments of practice, that create clear accountability and shared ownership of the work and govern how decisions get made.

3.6 Priority Competencies for the Bridge Year

Consistent with the focus areas that Reading's cabinet identified at the July 2026 retreat, this engagement concentrates on collective trust and on the cross-cutting ability to recognize and lead a team back into Flow following disruption. Process orientation, the District's second identified focus area, becomes a required core focus in any subsequent accredited program.

Competency	Leaders who develop this competency can
Build psychological safety	Create conditions in which team members raise concerns, constructively disagree with a supervisor, and admit uncertainty without professional risk.
Practice relational accountability	Hold colleagues accountable to commitments directly and constructively, rather than escalating or avoiding the conversation.
Diagnose and lead re-entry into Flow	Identify when a disruption has pulled the team out of Flow, name which component has been disrupted, and lead the specific re-entry work that component requires.

3.7 Ten-Month Roadmap and Outputs

Phase	Focus	Outputs
Months 1 to 4 (September to December 2026)	Build: facilitated practice on team priorities, consultation on individual patterns, refinement of meeting routines.	Practice commitments; revised team commitments of practice and routines; consultation notes
Months 5 to 8 (January to April 2027)	Transfer: apply practices to live decisions, feedback, data review, and implementation challenges.	Evidence snapshots; peer feedback; adaptive next steps
Months 9 to 10 (May to June 2027)	Sustain: reassess, compare evidence, identify gains and remaining needs, and set continuation plans.	Progress summary; sustainability plan; sponsor recommendations

3.8 Reporting and Engagement Deliverables

Northstar will provide the following to the District sponsor over the course of the engagement:

- A baseline profile for each participating team, including priority behaviors and success indicators, following Month One.
- Periodic progress reporting consisting of agreed-upon themes, participation information, and evidence of progress.
- A final engagement summary with a sustainability plan and recommendations to the sponsor at the conclusion of the term.
- Northstar will include the August 2027 Administrator Retreat as part of this Addendum

Reporting under this Section 3.8 is subject to the confidentiality limits set forth in Section 7.

4. TERM

The services described in this Addendum will be delivered over a ten-month term commencing September 24, 2026 and concluding June 30, 2027 (the "Bridge Term"). The Bridge Term does not automatically renew. Continuation of these or similar services beyond June 30, 2027 requires a separate Statement of Work or amendment executed by both parties.

This Addendum effectively shortens the expiration of the original MSA to August 31, 2027.

5. FEES, PAYMENT, AND FIXED SCOPE

5.1 Rate and Total Additional Fee

Fees for the additional services described in this Addendum are calculated at a rate of \$6,400 per participating team per month for 10 months. Each team of the nine teams will require an investment of \$64,000 for a total fee of \$576,000. Reading will advance \$330,000 of the Year Two (\$175,000) and Year Three (\$155,000) MSA budget to help meet the 5.2 Payment Schedule obligation.

5.2 Amended Payment Schedule

Payable in four (4) installments:

Installment Due Date	Amount
October 1, 2026	\$192,000
October 15, 2026	\$140,000
February 1, 2027	\$138,000
July 1, 2027	\$246,000
Total	\$716,000

Northstar will invoice each installment in advance of the due date. Payment terms, remittance methods, and late payment of interest are governed by MSA Section 4.2, including interest on late payments at 1.5% per month or the maximum rate permitted by law, whichever is less.

5.4 All-Inclusive Pricing

The fees set forth in this Section 5 are all-inclusive and cover onsite delivery, all travel and travel-related expenses for onsite sessions, individual leader consultation, participant materials, and the progress reporting described in Section 3.8. No reimbursable expenses will be invoiced under this Addendum absent a written amendment executed in accordance with MSA Section 4.4.

5.5 Appropriation

Consistent with MSA Section 9.2, Reading represents that funds for the obligations created by this Addendum are or will be appropriated and budgeted for the applicable fiscal periods.

5.6 Fixed Scope; Amendment Required

The number of participating teams is fixed at nine (9) for the Bridge Term. Any increase or decrease in the number of participating buildings, the number of monthly sessions, the length of the Bridge Term, or the fees payable under this Addendum requires a written amendment signed by authorized representatives of both parties in accordance with MSA Sections 4.4 and 15.2. Neither party may unilaterally adjust the building count, and no reduction in building count entitles Reading to a credit or refund absent an executed amendment.

6. RESPONSIBILITIES OF THE PARTIES

The responsibilities set forth in MSA Section 5 apply to this Addendum and are supplemented as follows.

6.1 Reading Responsibilities

- Designate an executive sponsor for the engagement and identify the building-based leadership teams that will participate.
- Confirm the nine participating teams in writing with Northstar prior to launch.
- Protect the agreed session cadence and provide Northstar advisors with access to relevant team meetings and the building sites.
- Schedule the two monthly onsite sessions per team on a minimum of two consecutive calendar days.
- Support candid participation by administrators and observe the confidentiality boundaries described in Section 7.
- Make timely payment in accordance with Section 5.3.

6.2 Northstar Responsibilities

- Assign one dedicated Northstar Advisor to each participating team for the full Bridge Term.
- Plan and facilitate two embedded onsite sessions per participating team each month.
- Provide each participating team member up to one hour of as-needed virtual or telephone consultation per month.
- Track evidence of progress and deliver the reporting and engagement summary described in Section 3.8.
- Maintain the insurance coverage required by MSA Section 10 throughout the Bridge Term.

7. CONFIDENTIALITY OF CONSULTATION AND NON-EVALUATIVE PURPOSE

7.1 Confidentiality of Individual Consultation

The content of individual consultation sessions between a Northstar advisor and an individual administrator is confidential. Northstar will report to the District sponsor only agreed-upon themes, participation information, and evidence of progress, and will not disclose the substance of individual consultation sessions, individual Leadership Playbook content, or individual assessment results attributable to a named administrator, except with that administrator's written consent or as required by law.

7.2 Non-Evaluative Purpose

This engagement supports leadership development and is not a formal personnel evaluation. No work product, observation, assessment, consultation note, or report generated under this Addendum is intended for, and none may be used by Reading as a basis for, employee discipline, performance evaluation, compensation decisions, or personnel action. Nothing in this Section limits Reading's independent authority to evaluate its employees through its own established evaluation processes and evidence.

7.3 Application of MSA Confidentiality Terms

MSA Section 8, including the student data privacy and data security obligations in Sections 8.4 and 8.5, applies in full to services delivered under this Addendum. The parties acknowledge that Reading is subject to Pennsylvania public records law as described in MSA Section 15.10.

8. INTELLECTUAL PROPERTY

MSA Section 7 governs intellectual property under this Addendum, as clarified below.

8.1 Northstar Intellectual Property

The Collective Flow Leadership Framework, together with its component definitions, competency descriptions, assessment instruments, diagnostic tools, facilitation guides, Leadership Playbook templates, and related methodologies, constitutes Northstar IP under MSA Section 7.2. Reading receives a non-exclusive, non-transferable license to use Northstar IP incorporated into work product delivered under this Addendum for Reading's internal purposes only.

8.2 Reading Work Product

Baseline profiles, progress summaries, sustainability plans, and sponsor recommendations prepared specifically for Reading under this Addendum constitute Reading Work Product under MSA Section 7.1 and become the exclusive property of Reading upon full payment, subject to Sections 7.1 and 7.2 of this Addendum.

8.3 Individual Leadership Playbooks

Completed individual Leadership Playbooks remain the property of the individual administrator who prepared them. Neither Reading nor Northstar acquires ownership of an individual administrator's Playbook content by operation of this Addendum.

8.4 Use of Engagement Experience

Northstar may use de-identified and aggregated experience, practice routines, and lessons learned from this engagement in the development of its methodologies and future programs. Any use of Reading's name or identifiable outcomes in marketing, proposals, or professional presentations remains subject to MSA Section 7.5, including Reading's prior review and approval.

9. COMPLIANCE, INSURANCE, AND SITE ACCESS

MSA Sections 10 (Insurance), 11 (Indemnification), 12 (Limitation of Liability), and 13 (Compliance with Laws) apply in full to the services delivered under this Addendum. Because Northstar personnel will be present in District buildings on a recurring basis:

- Northstar will provide current certificates of insurance evidencing the coverage required by MSA Section 10 prior to commencing services under this Addendum, naming Reading as an additional insured on the Commercial General Liability policy.
- Northstar personnel will comply with District building sign-in, visitor, and safety protocols at each participating site.

For purposes of MSA Section 12.2, fees paid under this Addendum are fees paid under the applicable Statement of Work.

10. STATEMENT OF INTENT REGARDING A FUTURE ACCREDITED PROGRAM

Northstar intends to work with the Berks County Intermediate Unit to prepare and submit an application for a Pennsylvania Act 45 approved leadership development program for the 2027-2030 period. Administrator experience generated during the Bridge Term is expected to inform the content and evaluation tools of that program, and administrators participating in this engagement are well positioned to share early wins and lessons learned as the District introduces any such program to its broader leadership team.

This Section 10 is a non-binding statement of intent. It does not obligate Northstar to submit or obtain approval of any program, does not obligate Reading to participate in or purchase any future program, does not create any exclusivity or right of first refusal, and creates no enforceable rights or obligations of any kind. Any future program engagement requires a separate Statement of Work or amendment executed by both parties.

11. NO OTHER MODIFICATIONS

Except as expressly set forth in this Addendum, all terms, conditions, covenants, and provisions of the MSA and of the Appendix A Statement of Work remain unchanged and in full force and effect. This Addendum, together with the MSA and its Appendix A, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior proposals, discussions, and understandings regarding the Leadership Development Bridge Engagement, whether oral or written. This Addendum may be executed in counterparts, and electronic signatures have the same force and effect as original signatures.

12. EXECUTION

By signing below, the authorized representatives of each party acknowledge that they have read, understood, and agree to be bound by the terms and conditions of this Addendum No. 1 to the Master Services Agreement.

NORTHSTAR EDUCATION ADVISORS

By: _____

Name: Dr. Leila Nuland

Title: Founder and Managing Partner

Date: _____

READING SCHOOL DISTRICT

By: _____

Name: Dr. Noahleen Betts

Title: Board President

Date: _____

Board Approval Date: _____