Memorandum of Understanding
Health Professions Volunteer Experience

This Memorandum of Understanding ("MOU") is made and entered into by and _____ School District ("School") and St. Luke's Health Network, Inc. d/b/a St. Luke's University Health Network ("Network") on behalf and for the benefit of itself and its hospital affiliates (each and collectively, the "Facility") as of this _____ day of _____, 2026.

School is a public school district operating co-educational schools for grades K-12. School provides a health professions program for its high school students that combines classroom learning with volunteering in the health care setting designed to prepare students for post-secondary education ("Program").

The Network provides educational and volunteer experiences for appropriate students and desires to provide such experiences for qualified School students enrolled in the Program ("Students"), subject to the terms of this MOU.

The Network and School, intending to be legally bound, agree to the following terms:

1. Volunteer Experience. From time to time, the Network will provide volunteer experiences to a mutually agreed upon number of Students at the Facility as determined to be appropriate by the Facility and School. The School will not send any instructors or supervisors ("Instructors") to accompany the Students without a written amendment to this MOU which includes, without limitation, a requirement that Instructors shall be bound to comply with any applicable policies and directions of the Facility communicated to the Instructors or School. The Facility will provide appropriate personnel regarding the Students' volunteer experience. Students will participate in the volunteer experience at the Facility at such dates and times mutually agreed upon by the parties. Notwithstanding the foregoing, School agrees that in connection with its activities under this Agreement, it will do what is reasonably necessary in order to prevent itself, its Students or its Instructors from in any way interfering with the operations and provision of patient care at the Facility. School shall provide any information requested by the Network or the Facility, relating to a Student or the assignment hereunder, subject to School's obligation to comply with the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the implementing regulations (34 CFR Part 99 ("FERPA") and the Network's confidentiality obligations as set forth in Paragraph 3.B. below. The Network acknowledges and agrees that if it requests any Student's "educational records" as such term is defined by FERPA, School has no obligation to release such material without consent of the Student's parent/legal guardian.

2. Student Responsibilities. Each Student shall have on record with the School or provide directly to the Network upon the Network's request, any health and background screening required by the Network prior to participating in the volunteer experience hereunder. Each Student shall participate in an orientation to the Facility and the Network's policies, and is expected to comply with the Facility's and Network's applicable policies, and any instructions or directions provided to the Student in connection with their volunteer experience. The Students shall not use or disclose any patient information learned or observed at the Facility. Any breach by a Student of the foregoing shall be grounds for immediate dismissal of such Student or termination of this MOU by the Network. No Student may publish any material regarding the Facility or the Network or their experience hereunder without the express prior written consent of the Network. School agrees to remove a Student from assignment at the request of the Facility if the Facility has determined such removal will be in the best interest of the Facility. Notwithstanding the foregoing, the Facility will have the right at any time to take whatever action it deems necessary in its sole discretion, including the barring of a Student from its premises, in order to

ensure the safety and welfare of its patients and to maintain the operation of its facilities free from disruption. In the event that Facility or Network removes a Student it shall notify the School's designated representative by phone and email within one (1) week of such event.

3. Responsibilities of Network - Clearances and Confidentiality.

A. Network Clearances Responsibilities. The Network represents and warrants that it has obtained a state and federal criminal background check of its personnel responsible for coordinating the Students' experience under this MOU that are sufficient to satisfy the requirements of the Pennsylvania Public School Code and the Pennsylvania Child Protective Services Law. The Network shall not permit any such personnel to participate under this MOU if the Network has knowledge that any such personnel has been arrested for or convicted of any reportable offense as enumerated in 24 P.S. §§ 1-111(e) and/or 1-111(f.1), or named in the statewide database as the alleged perpetrator in a pending child abuse investigation or as the perpetrator of a founded report or an indicated child abuse report.

B. Network Confidentiality Responsibilities.

The Network acknowledges that Students' educational records are protected by FERPA. The Network will use reasonable efforts to maintain in confidence any information regarding Students created or maintained by the Network, and will not disclose such information to a third party unless requested to do by the Student, or required by applicable law. This provision shall continue after the expiration of this MOU for such time as is required by applicable law.

4. Term. The term of this MOU will begin on the date stated above, and continue through the last day of the then current school year, and thereafter automatically renew for additional annual periods, unless, at any time during the term (a) the Facility or the Network is not permitted, or determines it is not in the best interest of the Facility or the Network to continue its participation in the Program for any reason and shall provide notice to School thirty (30) days prior to termination unless it is inadvisable or impossible to provide said notice, or (b) School terminates this MOU or does not or cannot fulfill any of its obligations under this MOU and does not or cannot cure that failure within thirty (30) days of the Network's notice to School.

5. Insurance. School shall maintain (a) commercial general liability insurance in minimum amounts of $1 million per occurrence and $3 million aggregate, (b) workers' compensation insurance as required by law, and (c) employer's liability insurance in minimum amounts of $500,00 each accident, $500,00 disease per employee and $500,000 disease in the aggregate. The Network shall maintain (a) medical professional liability insurance in minimum amounts of $1 million dollars each medical incident and $3 million aggregate, (b) commercial general liability insurance in minimum amounts of $1 million per occurrence and $3 million aggregate, (c) workers' compensation insurance as required by law, and (d) employer's liability insurance in minimum amounts of $1 million each accident, $1 million disease per employee and $1 million disease in the aggregate.

6. Indemnification. School agrees to indemnify and hold harmless the Network and its affiliates and their officers, trustees, invitees, employees, and agents from and against any liability, damages, claims, costs, charges or expenses (including reasonable attorneys' fees) to the extent arising from the negligence, gross negligence, or willful misconduct of School and/or its employees and/or agents, including without limitation, Instructors (if any) and Students. The Network agrees to indemnify and hold harmless School and its employees and agents from and against any third party liability, damages, claims, costs, charges or expenses (including reasonable attorneys' fees) to the extent arising from the negligence, gross negligence, or willful misconduct of the Network and/or its employees and/or agents. No indemnification agreed to between the parties shall expose the School to greater liability than what it

would be exposed to under the Pennsylvania Political Subdivision Tort Claims Act if the School alone were liable.

7. Publicity. School shall not advertise, market, or publicize the Program or the participation of the Network or any Facility, or use the Network's or any Facility's logos or marks, unless specifically agreed to in writing by the Network.

8. Health Directives. Notwithstanding anything to the contrary whether with respect to required notices or otherwise, due to directives from a government agency or guidance established by a state or federal health agency, the Network and/or the Facility may, without liability to School or any Student, (a) establish additional requirements to permit Instructors (if any) and/or Students to participate in the Program at any Facility, (b) modify the schedule for the Program, and/or (c) temporarily suspend the Program. The Network will advise School if and when such additional requirements, modification, and/or suspension is no longer required.

9. Required Forms. If in conjunction with the Program or otherwise, School, the Network, any Facility, and/or the Student are required or requested to complete forms provided by the School, pursuant to the requirements of the Pennsylvania Department of Education or any School policy ("Required Forms"), the parties acknowledge and agree that notwithstanding anything to the contrary in the Required Forms, (a) the Network's Director of Volunteer Services and Volunteer Services personnel coordinating the experience hereunder will be identified as the personnel supervising Students, and (b) no terms or obligations therein shall expand, limit, or otherwise modify the terms of this MOU or any obligations of a party or the Student under this MOU.

10. Dispute Resolution. The parties shall first discuss and negotiate any disputes that arise under this MOU with a view toward settlement and disposition thereof. Contractual disputes that cannot be resolved by the parties shall be submitted to binding arbitration with a mutually agreed upon arbitrator , before one neutral arbitrator, with the laws of the Commonwealth of Pennsylvania being applied. The parties hereby consent to the holding of arbitration in Lehigh County, Pennsylvania, and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania for the enforcement of these provisions and the entry of judgment on any award rendered hereunder. Should the chosen court of the Commonwealth of Pennsylvania for any reason lack jurisdiction, any court with jurisdiction shall enforce this provision and enter judgment on any award. The arbitration proceedings, together with all discovery made pursuant thereto and statements or documents exchanged by the parties in connection therewith, shall be kept confidential and shall only be used by such parties in connection with the arbitration proceedings. THE ARBITRATOR SHALL NOT AWARD ANY PARTY PUNITIVE OR EXEMPLARY DAMAGES, AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO SEEK SUCH DAMAGES. All costs of arbitration shall be evenly divided between the parties, exclusive of each party's legal fees, each of which shall be borne by the party that incurs them. This provision shall survive the termination or expiration of this MOU for any reason, and may be enforced by a party after such event.

11. Miscellaneous. Each party shall comply with all applicable laws and regulations relating to its participation in the Program and its obligations under this MOU. The parties shall be independent contractors to each other, and this MOU does not create a joint venture, partnership, or employer-employee relationship. The introductory paragraphs to this MOU are deemed a part of this MOU. Any waiver of a term of this MOU shall not be deemed a future or continuing waiver of such term or any other term. This MOU may only be modified in writing, signed by both parties. This MOU is the entire agreement of the parties with respect to its subject matter, and supersedes any prior or contemporaneous agreement or understanding.

Authorized representatives of the parties have executed this MOU as of the date first written above.

St. Luke's Health Network, Inc.

By:_____
Robert L. Wax
Senior Vice President & General Counsel

CONTACT: St. Luke's Health Network
801 Ostrum Street
Bethlehem, Pennsylvania 18015
ATTN: Network Director, Volunteer Services

_____ School District

By: _____
Name:
Title: Superintendent of Schools

CONTACT: name address attn: