Continued Regular Action Meeting from the June 29, 2026 Regular Action Meeting

Tuesday, August 4, 2026 6:00 PM
Board Room, 3000 Donallen Dr, Bensalem, PA 19020

1.	**Call to Order and Roll Call**	**Speaker(s):** Board President
2.	**Pledge of Allegiance**	**Speaker(s):** Board President
3.	**Announcement to the Audience**	**Speaker(s):** Board President
4.	**Public Comment #1**	**Speaker(s):** Board President
5.	**Approval of Agenda**	**Speaker(s):** Board President
6.	**Solicitor's Report**	**Speaker(s):** Solicitor
6.A.	Executive Session Announcements	**Speaker(s):** Solicitor
7.	**Instructional Affairs**	**Speaker(s):** Board President
7.A.	Waiver and Release Agreement - Student DD	**Speaker(s):** Board President
7.B.	Withdrawal, Waiver and Release Agreement - Student EE	**Speaker(s):** Board President
7.C.	Withdrawal, Waiver and Release Agreement - Student FF	**Speaker(s):** Board President
8.	**Business Affairs**	
8.A.	GASB 75 Valuation and Related Services Agreement	**Speaker(s):** Board President
8.B.	Ratification of Property Tax Consulting Services Agreement	**Speaker(s):** Board President
9.	**Personnel**	
9.A.	New Hires	**Speaker(s):** Board President
9.B.	Re-Hires	**Speaker(s):** Board President
9.C.	Classification Changes	**Speaker(s):** Board President
9.D.	Summer Staff Assignments	**Speaker(s):** Board President
9.E.	Requests for Leave of Absence	**Speaker(s):** Board President
9.F.	Retirements/Resignations/Terminations	**Speaker(s):** Board President
9.G.	Addendum Agreement to Continue Employment	**Speaker(s):** Board President
9.H.	Extension of Term for School Board Treasurer	**Speaker(s):** Board President
9.I.	Interim Director of Human Resources Employment Agreement	**Speaker(s):** Board President
9.J.	Notice of Right to Hearing and Statement of Charges for Employee X	**Speaker(s):** Board President
10.	**Public Comment #2**	**Speaker(s):** Board President

11.	**Upcoming Board Meetings**	**Speaker(s):** Board President
12.	**Adjournment**	**Speaker(s):** Board President

GASB 75 Valuation and Related Services Agreement

This GASB 75 valuation service agreement (the "Agreement") is made effective as of the 1st day of July, 2026 between the undersigned parties,

REQUESTOR: BENSALEM TOWNSHIP SCHOOL DISTRICT whose mailing address is
3000 Donallen Drive, Bensalem, PA 19020

(hereinafter referred to as the "you" or "your"), and PENNSYLVANIA TRUST, a Pennsylvania nonprofit trust, whose mailing address is 90 Lawton Lane, Milton, PA 17847 (hereinafter referred to as "us," "we," or "our").

1. **Consulting Services** - GASB 75 valuation services will be performed for you as set forth in Exhibit A. At your request, you will be provided with additional health and welfare benefits related services or consulting. Such services will be charged and invoiced separately per the terms of Exhibit A: Services Available at Additional Cost. The GASB 75 valuation services and any additional health and welfare benefits related services or consulting will be performed under our contract with CONRAD M. SIEGEL, INC., a Pennsylvania corporation trading and doing business as **Conrad Siegel**, whose mailing address is 501 Corporate Circle, PO Box 5900, Harrisburg, PA 17110-0900.

   For purposes of this Agreement and Exhibit A:

1.1 ERISA means the Employee Retirement Income Security Act of 1974, as amended.

1.2 Code means the Internal Revenue Code of 1986, as amended.

1.3 HIPAA means Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder.

2. **Scope of Engagement** - You agree to provide **Conrad Siegel** with any information, documentation and/or data requested in furtherance of this Agreement and to inform **Conrad Siegel** of any changes thereto. You acknowledge that these services cannot be adequately performed for you unless you diligently perform your responsibilities under this Agreement in a timely manner. Neither we nor **Conrad Siegel** shall be required to verify any information obtained from you, your attorney, accountant or other professionals, and are expressly authorized to rely thereon. All such professionals are hereby given permission by you to provide **Conrad Siegel** with information they may need. To the extent information, documentation and/or data is not provided to them accurately, completely, or timely, you agree to pay the hourly fee for monitoring the receipt of such data or to reprocess or correct any work.

2.1 The services provided pursuant to this Agreement shall not be construed to include legal, accounting, fiduciary, or investment advisory services. If you desire investment advice, you may choose to separately contract with **Conrad Siegel** *Investment Advisors, Inc.* the wholly owned subsidiary of **Conrad Siegel** or any other investment advisor.

   In the course of providing services to you, **Conrad Siegel** may make recommendations regarding plan design, interpretation, and compliance with applicable regulations. You are free at all times to accept or reject any recommendation from them, and you acknowledge that you have the sole authority with regard to the acceptance or rejection of any such recommendation or advice.

   The recommendations are based upon the professional judgment of **Conrad Siegel**. Neither they nor we guarantee the results of any of their recommendations. You are free to obtain legal and tax accounting services from any professional source to review the recommendations. You retain absolute discretion over all implementation decisions.

3. **Fees** – Generally, our fee for the services provided under this Agreement shall be made up of certain separate components as described below and in accordance with the fee schedule attached hereto as Exhibit A ("Actuarial and Consulting Services Compensation"). Notwithstanding the provisions of Sections 3 and 3.1 (and Sections 3.2 and 3.3, if applicable) and the provisions of Exhibit A, to the extent that this Agreement has attached hereto an Exhibit D at the request of the Requestor or **Conrad Siegel**, the fee shall be equal to the specified fee in such Exhibit D ("Specified Fee for Services"), provided each and every stated requirement is met. If the Exhibit D was requested by the Requestor and you fail to meet one or more of the stated requirements for the Exhibit D fee, hourly rates as shown in Exhibit B shall apply. The fee shall be billed in arrears no less frequently than quarterly for services completed during the billing period. Payment is due and payable upon invoicing.

3.1 **GASB 75 Valuation Services and Compensation** - This Agreement is for GASB 75 valuation services performed with valuation dates from January 1, 2025, to December 31, 2028. The services and compensation for GASB 75 Valuation Services shall be as described in Exhibit A, unless Exhibit D applies as mentioned above. With respect to each valuation cycle the amount billed will not exceed the stated estimated maximum charge.

3.2 **Optional Services** - The charges for Optional Services shall be billed in arrears for the period during which these services are completed.

3.3 **Additional Services** - Consulting services listed in Exhibit A under Services Available at Additional Cost shall be provided as described therein. These fees shall be billed in arrears.

3.4 **Late Payment –** In addition to other available remedies, we will be entitled to interest equal to one and one-half percent (1.5%) per month or, if less, the maximum amount permitted by law, on any fee that is due but unpaid by you for more than 30 days.

3.5 **Change in Fee** - If you contract for additional services for which the fee is based on professional time, the fee will be determined in accordance with the hourly rates in effect at the time of service. The hourly fees are set as of each January 1. The current calendar year hourly rates are as set forth in Exhibit B. The hourly fees for subsequent years will not exceed the stated fees by more than 5% per annum.

4. **Assignment** - Neither party may assign this Agreement without the prior consent of the other party. Both parties acknowledge and agree that transactions that do not result in a change of actual control of management shall not be considered an assignment.

5. **Confidentiality** - Except as required by applicable law, rule or regulation, or in order to perform the services contemplated by this Agreement, both parties agree to treat information provided in connection with this Agreement as confidential and to cause their business associates to do likewise, except that Requestor

authorizes **Conrad Siegel** to release the results of its GASB 75 valuation services to Pennsylvania Trust for statistical purposes.

6. **HIPAA Privacy and Security** - Except as required by applicable law, rule or regulation, or in order to perform the services contemplated by this Agreement, we will comply with the HIPAA Privacy Rule and Security Rule as further set forth in Exhibit C the Business Associate Agreement that we execute with you. Further, we represent to you that we have executed a similar Business Associate Agreement with **Conrad Siegel**.

7. **Conflicts of Interest** - Since this Agreement is with the named Requestor with respect to health and welfare benefit plans, the services shall be based upon the joint objectives of the named Requestor and the Plan Administrator of the plans as communicated to us by you, collectively. Both we and **Conrad Siegel** shall be permitted to rely upon instructions and/or information received from you collectively, unless and until instructed otherwise in writing. Neither we nor they shall be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the named Requestor and any of your employees that you appoint to communicate with us.

8. **Client Representations, Warranties, and Acknowledgements** - You represent and warrant to us that the terms and conditions of this Agreement are consistent with the terms of your health and welfare benefit plan documents. This Agreement has been duly authorized by the appropriate corporate or other action and when so executed and delivered shall be binding in accordance with its terms. You agree to promptly deliver such corporate resolution or other action authorizing this Agreement at our request.

   You agree to provide **Conrad Siegel** with the information, documentation and/or data that they may request in furtherance of this Agreement or related to your health and welfare benefit needs, goals, or objectives in the manner and within the time frame requested, either directly from you or through your designated attorney, accountant, or other professional advisors. You represent that such information, documentation and/or data is complete and accurate at the time of provision and warrant that you will promptly inform them in writing if and when such information, documentation and/or data becomes incomplete or inaccurate during the term of this Agreement. You acknowledge that **Conrad Siegel** is authorized to rely upon any information received from such attorney, accountant, or other professional advisor and are not required to verify the accuracy of the information.

   As the Plan's Sponsoring Employer and Plan Administrator, you represent that you will furnish true and complete copies of all documents establishing and governing the health and welfare benefit plans and evidencing your authority to execute this Agreement and that you will promptly furnish any amendments to the plans.

9. **Entire Agreement** - This Agreement and the Exhibits annexed hereto, which Exhibits are incorporated herein by reference and made a part hereof, constitute the entire Agreement between the parties and supersedes all understandings, agreements (oral and written), or representations with respect to the subject matter hereof. This Agreement may only be amended, revised or modified with our written consent. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by any party.

10. **Waiver** - No failure by us to exercise any right, power, or privilege that we may have under this Agreement shall operate as a waiver thereof. Further, no waiver of any deviation from, or breach of, this Agreement by you shall be deemed to be a waiver of any subsequent deviation or breach.

11. **Termination** - This Agreement shall terminate on December 31, 2028.

    We may discontinue the services being performed under this Agreement or terminate this Agreement upon 30-days prior written notice if you fail to pay our fees or otherwise materially breach this Agreement without curing the breach.

    Termination of this Agreement will not affect: (A) the validity of any action previously taken by us under this Agreement; (B) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (C) your obligation to pay us fees that have already been earned under this Agreement. Upon the termination of this Agreement, we will not have any continuing obligation to take any action, except as described in this paragraph. If you terminate our services, the balance (if any) of our unearned fees shall be refunded to you and the balance (if any) of our earned fees shall be charged to you. **Conrad Siegel** will not prepare a final report, unless you so direct and agree to the payment of our full fee for such report.

    Upon termination of this Agreement, **Conrad Siegel** shall retain all files as required by the rules governing actuaries; however, you shall be entitled to receive copies of your files upon request. The files shall be treated as confidential as provided under this Agreement. The terms of any Business Associate Agreement regarding compliance with the HIPAA Privacy Rule and Security Rule shall survive this Agreement. Copies of the files will be forwarded as you direct, provided all our earned fees have been paid. The cost of copying will be charged to you.

12. **Indemnification** - You the named Requestor agree to indemnify and hold both us and **Conrad Siegel** harmless against any and all claims, actions, expenses and liabilities suffered or incurred by either us or **Conrad Siegel** and relating to or arising from this Agreement that result from you, your attorney, accountant, or other professional advisor, or a prior recordkeeper or insurer for a health or welfare benefit plan supplying incorrect or untimely information or are caused by the action or inaction of one or more of such persons. We shall indemnify and hold you harmless against any and all claims, actions, and expenses and liabilities suffered or incurred by you and relating to or arising from this Agreement that are directly related to the negligent provision of services, but not in excess of the fees paid under this Agreement for the twelve-month period immediately preceding the occurrence giving rise to the claim.

13. **Force Majeure** – Neither the parties nor their business associates will be held liable for failure to fulfill the obligations under this Agreement if the failure is caused by flood, extreme weather, fire, or other natural calamity, acts of governmental agency, or similar causes beyond the control of the party failing to perform. The terms for the performance will be increased to a reasonable period of time.

14. **Notices** - Any notice or correspondence required in connection with this Agreement will be deemed effective upon receipt if delivered to the party at the appropriate address listed above unless (a) the party has notified the other party(ies) of another address in writing or (b) you have consented in writing to receive such notice, correspondence, or other communication by facsimile or electronic delivery (e.g., e-mail). All of your directions (unless otherwise provided herein) shall be in writing.

Both we and **Conrad Siegel** shall be protected in relying upon any such direction, notice, or instruction until advised in writing of changes therein.

15. **Counterparts** - This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature.

16. **Severability** - If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative in such state or jurisdiction. The remaining provisions of this Agreement shall be valid and binding and of full force and effect as though such provision were not included.

17. **Governing Law, Venue, and Jurisdiction** - This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed or interpreted according to the internal laws of the Commonwealth of Pennsylvania without regard to choice of law considerations . Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction shall be brought and determined in the appropriate federal or state court in the Commonwealth of Pennsylvania and in no other forum. The parties hereby irrevocably submit to the jurisdiction of any such state court or federal court having jurisdiction in the Commonwealth of Pennsylvania in any such suit, action or proceeding arising out of or relating to this Agreement.

18. **Section or Paragraph Headings** - Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

By each party executing this Agreement they acknowledge and accept their respective rights, duties, and responsibilities hereunder. This Agreement is only effective upon our execution below.

Requestor: Bensalem Township School District

By: ______________________________

Signature Date

Title: ______________________________

Pennsylvania Trust

By: Brian A. Manning 01/12/2026

Signature Date

Title: Chairperson

EXHIBITS: A, B, C

EXHIBIT A
ACTUARIAL AND CONSULTING SERVICES AND COMPENSATION

GASB 75 Valuation Services and Compensation

The GASB 75 Valuation Service will be performed by the actuaries and employees of **Conrad Siegel** under our contract with them. The services will generally include the following:

- Preliminary discussion with you
- Collection of relevant census and benefit plan information
- Preparation of GASB 75 Actuarial Valuations
- Discussion with you regarding results of the valuations, if necessary

More specifically, this Agreement is intended to cover two, two-year GASB 75 valuation cycles. For each two-year cycle, GASB 75 actuarial valuations are done annually by Conrad Siegel, however the Requestor is only invoiced once every two years, covering both actuarial valuations during the cycle. The first valuation in the two-year cycle is referred to as a "Full" valuation because that is the year updated data is requested on the Requestor's employees and health care plans. The second valuation in the two-year cycle is called the "Interim" valuation. The same employee and health care plan data is used as the initial Full valuation. Data is permitted to be used for two years under the GASB 75 standard. What is updated for the Interim valuation is the discount (interest) rate used to value the liabilities, to reflect current conditions.

After the Full valuation is completed, the invoice is sent to the Requestor by Pennsylvania Trust. The Interim valuation issued the following year is completed when the new discount rate becomes available. No additional information is needed at that time. No additional invoice is sent. The Interim valuation is already paid for.

An example is shown below. For a valuation cycle that begins on 7/1/2025 with a Full valuation, the valuations are identified as follows:

- The Full valuation is identified as "Actuarial Valuation as of 7/1/2025 for fiscal year 7/1/2025 to 6/30/2026".

- The Interim valuation is identified as "Actuarial Valuation as of 7/1/2025 for fiscal year 7/1/2026 to 6/30/2027".

Both valuation dates, in the above example, are 7/1/2025. The liabilities are valued as of this date in both cases. The Full valuation is projecting the results forward one year. The Interim valuation is projecting forward two years, and valuing everything using the revised discount rate.

Regarding the agreement between you as the Requestor and the Pennsylvania Trust, the **valuation date** as described above (e.g. 7/1/2025) governs what fee cycle range it falls under. It does not matter when the data is provided to Conrad Siegel, nor when the work is completed. It is completely based on the valuation date. In the above example with a 7/1/2025 valuation date, the project falls under the first fee cycle dates ranging from 1/1/2025 to 12/31/2026. An invoice will be sent for this first cycle valuation based upon the grid below for first cycle valuation dates ranging from 1/1/2025 to 12/31/2026. For the second two-year valuation cycle under this Agreement (e.g. 7/1/2027 valuation date), the same process will be repeated (full and interim valuations). This work would fall under the second fee cycle dates ranging from 1/1/2027 to 12/31/2028. Another invoice will be sent for this second cycle valuation based upon the grid below for second cycle valuation dates ranging from 1/1/2027 to 12/31/2028.

EXHIBIT A
ACTUARIAL AND CONSULTING SERVICES AND COMPENSATION

Fees for GASB 75 Valuation Services are based on group size and level of complexity.

The fees shown below apply to first cycle valuation dates ranging from 1/1/2025 to 12/31/2026:

	Level of Complexity		
Size	Simple	Average	Complex
Small Group	$3,925	$5,650	$6,825
Medium Group	$5,125	$6,825	$7,975
Large Group	$6,325	$8,000	$9,175

The fees shown below apply to second cycle valuation dates ranging from 1/1/2027 to 12/31/2028:

	Level of Complexity		
Size	Simple	Average	Complex
Small Group	$4,150	$5,975	$7,225
Medium Group	$5,425	$7,225	$8,425
Large Group	$6,675	$8,450	$9,700

Group size is defined as follows:

Small Group:	< 200 participants
Medium Group:	201 to 500 participants
Large Group:	> 500 participants

Complexity is determined based on number of plan and benefit designs and number of subgroups requested. **Conrad Siegel** will determine the level of complexity. To the extent the complexity is determined to be between two levels, approximately the midpoint of the two values shown will be used for the fee.

Optional Services

- Valuation calculations under alternative parameters

  $600 - $1,100 per run

- Preparation of supplemental year-end calculations prepared in between valuations if it is deemed that updated assumptions (e.g. discount rate) should be used, or for other reasons requested by the Requestor.

  $600 per calculation

Services Available at Additional Cost — Time and Expense

If a service that is not previously described in this agreement is requested or needed, this additional service will be made available and will be performed by the actuaries and employees of **Conrad Siegel** under our contract with them. We will bill you based on the time spent on the project and the current hourly rates for the staff involved in the project. You may request a cost estimate before commencing the project. You may also request a statement of the current hourly rates at any time. A statement of these rates as of the current calendar year is attached to this Agreement.

- Actuarial studies
- Other services requested
- Consultation regarding plan design and cost controls
- Consultation regarding alternative assumptions and parameters including alternative experience studies
- Consultation regarding legal requirements pertaining to plan documentation
- On site meetings or presentations - Time for meetings includes preparation, travel time door to door and all time spent at your facilities

EXHIBIT B
Statement of 2026 Hourly Rates

As indicated in the Agreement, services for which the fee is based on professional time, the fee will be determined in accordance with our hourly rates in effect at the time of service. We set our hourly fees as of each January 1 for all clients. The rates below will be updated January 1, 2027 and each January 1st thereafter.

Hourly rates applicable for the period January 1, 2026 through December 31, 2026 are as follows:

- Actuarial Consultants: $360 to $425
- Non-Actuarial Consultants: $360
- Actuarial Analysts: Range from $175 to $315

Our hourly fees for subsequent years will not exceed the stated fees by more than 5% per annum.

Note: As indicated in Exhibit A, you may request an estimate of our cost before commencing work based on our hourly rates. You may also request a statement of our current hourly rates at any time.

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT
REGARDING COMPLIANCE WITH HIPAA PRIVACY RULES

Pursuant to the GASB 75 Valuation and Related Services Agreement, Pennsylvania Trust through its business associate **Conrad Siegel** (hereinafter referred to as "**CS**") shall provide actuarial services including the preparation of GASB 75 Valuation Reports for the Requestor that involve the use of individually identifiable health information on behalf of a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This Agreement supplements and is made a part thereof.

Section 1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

(a) **Breach** – Breach shall have the same meaning as the term "breach" in § 164.402.

(b) **Business Associate** – Business Associate shall mean **CS** and as further defined by § 160.103.

(c) **Group Health Plan** – Group Health Plan shall mean the plan that is the subject of the GASB 75 Valuation Report which constitutes a covered entity under the Privacy Rules.

(d) **Individual** – Individual shall have the same meaning as the term "individual" in § 160.103 and shall include persons who qualify as a personal representative in accordance with § 164.502(g).

(e) **Privacy Rule** – Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E, as in effect or as amended, that are herein referenced by section number.

(f) **Protected Health Information** – Protected Health Information (also referred to herein as individually identifiable health information or PHI) is health information (including demographic information collected from an individual and genetic information) that: (1) is created or received by Business Associate from or on behalf of Group Health Plan; and (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

(g) **Required By Law** – Required By Law shall have the same meaning as the term "required by law" in § 164.103.

(h) **Secretary** – Secretary shall mean the Secretary of the Department of Health and Human Services (HHS) or his designee.

(i) **Security Incident** - Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as defined by § 164.304.

(j) **Security Rule** – Security Rule shall mean the security requirements of 45 Code of Federal Regulations Part 164, Subpart C, as in effect or as amended that are herein referenced by section number.

(k) **Subcontractor** – A business associate of **CS** that that creates, receives, maintains, or transmits protected health information on its behalf.

(l) **Unsecured Protected Health Information** - Unsecured Protected Health Information means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary as further prescribed in the guidance issued under section 13402(h)(2) of Public Law 111–5.

Section 2. Obligations and Activities of Business Associate

CS agrees that it will:

(a) Not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law;

(b) Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

(c) Maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Group Health Plan as required by the Security Rule;

(d) To the extent it is to carry out Group Health Plan's obligation under the Privacy Rule related to this contract, comply with the requirements of the Privacy Rule that apply to Group Health Plan in the performance of such obligation;

(e) Report to Group Health Plan as of the end of any calendar year quarter any improper use or disclosure of PHI, including any security incident, of which it becomes aware that does not constitute a Breach covered under Section 6;

(f) Ensure that any Subcontractors who create, receive, maintain, or transmit electronic PHI on behalf of **CS** with respect to Group Health Plan agree to the same restrictions and conditions that apply through this Agreement to **CS** with respect to such information, including: (i) implementing and maintaining reasonable and appropriate safeguards to protect PHI; and (ii) promptly notifying **CS** of any use, disclosure, or security incident of which it becomes aware, including breaches of Unsecured Protected Health Information;

(g) Mitigate, to the extent practicable, any harmful effect that is known to it of a use or disclosure of PHI in violation of the requirements of this Agreement by it or its agent (including a workforce member or subcontractor) acting within the scope of the agency;

(h) Terminate the contract or arrangement it has with a Subcontractor if it has knowledge that the subcontractor has engaged in a pattern of activity or practice that constitutes a material breach or violation of the Subcontractor's obligation under the contract or other arrangement, but only if the termination is feasible and only after it has taken reasonable steps to cure the breach or end the violation, as applicable, and such steps are unsuccessful;

(i) Make available PHI, at the request of Group Health Plan, to Group Health Plan or, as directed by Group Health Plan, to an Individual in order to meet the requirements under § 164.524 within 10 business days of the request;

(j) Make available PHI for amendment and incorporate any amendments to PHI that Group Health Plan directs or agrees to pursuant to § 164.526 at the request of Group Health Plan or an Individual within 10 business days of the request;

(k) Document such disclosures of PHI and information related to such disclosures in accordance with § 164.528 and provide such information to Group Health Plan or an Individual, within 10 business days;

(l) Make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI on behalf of Group Health Plan that it creates, receives, maintains, or transmits available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining compliance with the Privacy Rule.

Section 3. Permitted Uses and Disclosures by Business Associate

(a) Except as otherwise limited in this Agreement, **CS** may use or disclose Protected Health Information on behalf of, or to provide services to, Group Health Plan, subject to the Privacy Rule and the minimum necessary policies and procedures of Group Health Plan:

(1) Review health care claims for reimbursement under a Health Care Reimbursement Account.

(2) Review health care claims and payment.

(3) Coordination of benefits.

(4) Health care claim status.

(5) Enrollment and disenrollment in a health plan.

(6) Eligibility for a health plan.

(7) Health plan premium payments.

(8) Referral certification and authorization.

(9) First report of injury.

(10)Health claims attachments.

Data Aggregation Services - The Plan Administrator for Group Health Plan hereby authorizes and directs **CS** to provide it with data aggregation services as a part of providing the contracted services. Data aggregation, with respect to PHI received by **CS** in its capacity as the business associate of Group Health Plan, is the combining of such PHI by **CS** with PHI received by **CS** in its capacity as a business associate of one or more other covered entities under the Privacy Rule that have also granted this data aggregation service authorization, to permit the creation of data for analyses that relate to the health care operations of the respective covered entities. In connection with these services, the actual PHI received from one covered entity shall not be provided to another covered entity.

(b) **CS** shall be permitted to disclose the PHI in its possession to a third party for the purpose of **CS**'s proper management and administration or to fulfill any legal responsibilities of **CS** under the Privacy Rule and as an employer of enrolled actuaries; provided, however, that the disclosures are Required By Law or **CS** has received from the third party written assurances that (i) the information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and (ii) the third party will notify the **CS** of any instances of which it becomes aware in which the confidentiality of the information has been breached.

(c) If this Agreement provides for payment activity-type services on behalf of more than one group health plan, **CS** may use or disclose PHI obtained as a business associate of one group health plan when undertaking such activities as a business associate of another group health plan. Each group health plan that is a party to this contract hereby authorizes this use or disclosure where this is necessary to secure payment.

CS may de-identify any and all PHI created or received by **CS** under this Agreement; provided, that the de-identification conforms to the requirements of the Privacy Rule.

Section 4. Obligations of Group Health Plan

(a) **Use of e-mail -** Whenever possible, only summary health information should be transmitted to **CS**. If it is necessary to use e-mail to communicate PHI, the PHI is to be confined to a password-protected PDF file attachment. In the alternative, e-mail may refer the recipient to an on-line document that only the recipient (or a similarly authorized person) is able to open. The Group Health Plan is responsible for compliance with the Privacy and Security Rules with respect to any PHI it transmits.

(b) **Provisions for Group Health Plan to Inform Business Associate of Privacy Practices and Restrictions**

(1) Group Health Plan shall notify **CS** in writing of any limitation(s) in its notice of privacy practices in accordance with § 164.520, to the extent that such limitation may affect **CS**'s use or disclosure of Protected Health Information. Group Health Plan agrees that it has included, and will include, in its Notice of Privacy Practices required by the Privacy Rule that it may disclose PHI for the purposes described in this Agreement.

(2) Group Health Plan shall notify **CS** in writing of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect **CS**'s use or disclosure of PHI.

(3) Group Health Plan shall notify **CS** in writing of any restriction to the use or disclosure of PHI to which it has agreed in accordance with § 164.522, to the extent that such restriction may affect **CS's** use or disclosure of PHI.

(4) Group Health Plan shall mitigate, to the extent practicable, any harmful effect that is known to it of a use or disclosure of PHI in violation of the requirements of this Agreement.

(c) **Permissible Requests by Group Health Plan**

Group Health Plan shall not request **CS** to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Group Health Plan, except as provided in this Agreement regarding data aggregation services.

Section 5. Acknowledgement of Direct Responsibility for Compliance with HIPAA

CS hereby acknowledges that it is fully and directly responsible for compliance with the HIPAA Privacy and Security Rules as those rules were amended by the Health Information Technology for Economic and Clinical Health Act (HITECH). **CS** further acknowledges that it is subject to the civil and criminal enforcement provisions for failure to comply with these rules.

Section 6. Reportable Breach

(a) **Reporting of Breach to Privacy Officer -** If a Breach should occur as that term is defined in § 164.402, **CS** shall report the Breach of Unsecured Protected Health Information to the Privacy Officer of the Group Health Plan as soon as administratively possible under the circumstances, but in no instance in more than 10 business days after the event is known to an innocent employee or other agent of **CS,** with one exception. **CS** will honor any requested delay made by a law enforcement official that is made in accordance with § 164.412. The Notice of Breach shall contain all the information required under §§ 164.404(c) and 164.410(c). **CS** will also provide to the Privacy Officer of the Group Health Plan information it has regarding who committed the Breach and to whom disclosure was made if this information is relevant to the risk assessment.

(b) **Reporting of Breach to Individuals** - The Privacy Officer of the Group Health Plan shall remain primarily responsible for providing Notice of Breach to the individuals whose PHI was compromised. In the event of a reportable Breach occurring with respect to Unsecured Protected Health Information while in the possession of **CS**, **CS** will prepare and mail Notices of Breach to the individuals upon the Group Health Plan's provision of the last known address for the individuals. **CS** will assist the Privacy Officer of the Group Health Plan with any report required by HHS. As required under the regulation, the Privacy Officer of the Group Health Plan must make any required media report.

Section 7. Term and Termination

(a) **Term -** The term of this Agreement shall be effective as of January 1, 2025, and shall terminate when all of the Protected Health Information provided by Group Health Plan to **CS,** or created or received by **CS** on behalf of Group Health Plan, is destroyed or returned to Group Health Plan, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) **Termination for Cause** - If Group Health Plan believes it has knowledge of a pattern of activity or practice of **CS** that constituted a material breach or violation of **CS**'s obligation under this Agreement including any material breach or violation of its Security Rule compliance obligation, Group Health Plan shall immediately inform **CS** of such belief. **CS** shall respond to such notice within 10 business days with a determination as to whether there has been such a breach or violation. If such a breach or violation is determined to exist, **CS** shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful in the judgment of Group Health Plan, Group Health Plan may elect to terminate this Agreement upon 30 days advanced written notice. Any federal return/report due within 90 days of such notice shall be prepared by **CS** in return for the fee otherwise payable for this service under the underlying agreement governing the provision of administrative services.

(c) **Effect of Termination**

(1) Except as provided in Section 7(c)(2), upon termination of this Agreement, for any reason, **CS** shall return or destroy all Protected Health Information received from Group Health Plan, or created or received by **CS** on behalf of Group Health Plan. This provision shall apply to PHI that is in the possession of **CS**'s subcontractors and other agents. **CS** shall retain no copies of the PHI.

(2) In the event that **CS** determines that returning or destroying the Protected Health Information is infeasible due to (i) the reliance of Group Health Plan on **CS** to preserve its records for purposes of future audits of compliance with ERISA and/or Internal Revenue Code sections 105 and 125; (ii) the need to comply with retention requirements imposed on enrolled actuaries; or (iii) the preservation of electronic files for business continuity purposes, **CS** shall apply the protections of this Agreement to the PHI and shall not deliberately use or disclose any PHI in its computer system, backup system files, or paper files, except as needed to comply with an audit requested by the State or Federal government or Group Health Plan or to demonstrate compliance with retention requirements governing enrolled actuaries.

EXHIBIT C

(3) Documentation of PHI disclosures and information related to such disclosures shall be maintained for a period of 6 years following the date of the accountable disclosure.

Section 8. Miscellaneous

(a) **Amendment** - The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of the Privacy and Security Rules.

(b) **No Third Party Beneficiaries** - Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

(c) **Survival** - The respective rights and obligations of **CS** under Section 7(c)(2) and (3) of this Agreement shall survive the termination of this Agreement.

(d) **Interpretation** - Any ambiguity in this Agreement shall be resolved to permit Group Health Plan and **CS** to comply with the Privacy and Security Rules.

(e) **Section References** – All regulatory references contained herein are to the 45 Code of Federal Regulations.

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

Business Associate: Pennsylvania Trust

By: Brian A. Manning 01/12/2026

Signature Date

Title: Chairperson

Requestor: Bensalem Township School District

By: ____________________

Signature Date

Title: ____________________

Craig A. Bickel
856-906-7890
cbickel@keystonera.com

Daniel C. Rudderow
215-620-7393
drudderow@keystonera.com

Keystone Realty Advisors LLC
Two Kings Highway West/ Ste 208
Haddonfield, New Jersey 08033

May 26, 2026

John Steffy
Director of Business Operations
Bensalem Township School District
3000 Donallen Drive
Bensalem, PA 19020

Re: **Property Tax Consulting Services**

<u>TERMS OF ENGAGEMENT</u>

The Parties To This Agreement: Keystone Realty Advisors, LLC (herein referred to as "Consultant") and Bensalem Township School District (herein referred to as "Client").

Term of Agreement: From June 1, 2026 to September 1, 2029.

<u>Services To Be Rendered:</u>

Property Review: Consultant agrees to provide an ongoing review of the property tax assessment of real estate parcels located in the Client's geographic area comprising a variety of property types to be determined at the direction of Client with the intent of identifying properties which may warrant review by Client and its attorney for consideration of a Client-initiated tax appeal. Both the number and description of such parcels shall be at the mutual agreement of Client and Consultant but is intended to represent a broad range of properties. The Consultant shall communicate the results of its review on a periodic basis in a manner mutually agreed upon with Client. It is expressly understood that Consultant's review shall not constitute an appraisal or be relied upon as such.

Consultant will be provided by Client with the sole and exclusive right to provide a range of services as herein described associated with the tax appeal process under the terms and conditions described below (including services provided for Client-initiated appeals and provisions for full compensation for same) involving any property which was reviewed by Consultant under the terms of this agreement. In the event that this agreement is terminated or otherwise expires, this provision including compensation as described in this Agreement shall apply in full regardless of the date when an appeal is filed or a tax settlement is reached with respect to the date of termination either preliminary to or as a result of an appeal regardless of the extent of Consultant services that may be provided pursuant to termination. This provision further applies to any settlement involving a Payment in Lieu of Taxes (PILOT).

It is understood that Keystone Realty Advisors is providing services in its capacity as a consultant and, as such, is expressly not acting as either an appraiser or as an attorney and shall be considered in the performance of its services as a non-testifying expert (pursuant to, inter alia, Pa. R.C.P. 4003.3 and Pa. R.C.P. 4003.5). Legal services associated with this contract will be provided by attorney(s) (hereinafter referred to as "Attorney") selected by Client with whom

Consultant will cooperate in the provision of its services. It is understood and agreed that Consultant is neither permitted by law nor qualified to provide legal services regarding real estate tax appeal matters including but not limited to legal advice, completion of legal forms, or representation before Tax Appeal Boards or Courts of Law. Client agrees to retain and pay Attorney for such legal representation as necessary to furnish these legal services. The Attorney will institute and prosecute the tax appeal. Consultant will provide broad based, on-going services in support of the Attorney with the objective to enhance both the effectiveness of the appeal and the resultant increase in tax revenue.

With respect to the services of an appraiser, it is understood and agreed that due to Consultant's advocacy of the Client and within the dictates of its specific role as consultant, under no circumstances will Consultant provide valuation information to Client which is to be construed as an appraisal nor will Consultant provide any written information to Client which is to be considered as an appraisal report. Therefore, and for this reason, Client agrees to engage and pay for the services of an independent third-party appraisal firm if and when it shall be necessary for Client to obtain an appraisal report or otherwise for Client to obtain appraisal information for tax appeal purposes. Consultant will provide assistance to Client in reviewing the qualifications of appraisers to be selected by Client to determine if such appraiser is qualified to develop and communicate a credible appraisal based upon the specific characteristics of the property under tax appeal. Selection of appraiser shall be at the sole discretion of Client.

Fee for Services

Property Review Services: With the exception of consulting services provided to Client in connection with defense against a taxpayer-initiated tax appeals as provided for herein; and with further exception as indicated by the provisions as described under *Termination of Agreement;* no retainer or hourly fee is required per se for property review services to be completed by Consultant under the terms of this agreement if such review is expressly accomplished for the purposes of Client's potential filing of Client-initiated tax appeals. Compensation for such review shall be incorporated into the consulting fee described herein for services provided in connection with such appeals. However, Client agrees to reimburse Consultant for reasonable out-of-pocket expenses incurred during the course of its property review services. Reimbursement of such costs shall be capped at $5,000 during the length of the contract period unless increased by Client as may be later agreed upon in writing. Consultant shall provide invoices for reimbursement of costs which shall be paid within thirty (30) days of receipt of invoice.

Property Tax Consulting Services: Client acknowledges that Consultant will invest substantial professional time and resources to fulfill its professional role as provided for in this agreement. Client agrees to cooperate with the Consultant during the tax appeal process as necessary to satisfactorily support the appeal. Notwithstanding the previous intent, the Client retains the right to make all final decisions regarding the matter of any appeal or prospective appeal.

Based upon the significant extent of professional time associated with Consultant's provision of property tax consulting services and the attendant costs thereof if invoiced on an hourly basis, and with consideration of limitations upon Client's annually budgeted financial resources, Consultant has agreed to furnish property tax consulting services on the basis of performance in lieu of on-going hourly compensation for professional time expended.

For this reason, Consultant shall be paid Consulting Fee ("Fee") which shall be determined on a per tax parcel basis predicated upon the additional tax revenue which is due to Client resulting from any tax appeal which may reflect millage rate increases, if any. The Fee shall be in the amount of twenty-five percent (25%) of the annual increase in the tax revenue due to Client for the years under appeal/ at issue but for a period of not less than three years as follows:

Tax Revenue Increase	Participation (each year)	Year
($) Increase Year 1	25%	1
($) Increase Year 2	25%	2
($) Increase Year 3	25%	3
($) Increase Years over 3 if under appeal	25%	If applicable

As described above, compensation is determined per tax parcel on an annual basis as twenty-five percent (25%) of increased revenue to client each year for the years under appeal (at issue) but not less than for three consecutive years that are subject to increased revenue. It is understood and agreed that the previous schedule of compensation shall also apply to any tax settlement which is entered into preliminary to or as a result of such tax appeal. Such tax settlement may include but not be limited to a per parcel Payment in Lieu of Taxes (PILOT).

The Fee is not payable until Client collects the payment of taxes in question. After such collection, the Fee is payable within thirty (30) days. Likewise, in the case of a tax settlement including a PILOT, the Fee is payable no later than 30 days after Client's receipt of payment. An invoice will be submitted to Client for each property/parcel which has been successfully appealed or for which a tax settlement has been otherwise reached.

<u>Example of Consulting Fee Payment</u>

If the Client's portion of the property's taxes is increased by $35,000 per year as the result of a successful appeal, the total increased revenue to the Client/school district over an assumed 10-year period would be $350,000 not inclusive of millage rate increases. Total Fee payable to Consultant, assuming a period of three years or less at issue under appeal with no phase-in provisions, would be based upon participation over a three-year period, payable as follows:

Yr.	Total Tax Increase*	School District		Consultant*
		Gross	Net	
1	$50,000	$35,000	$26,250	$8,750
2	$50,000	$35,000	$26,250	$8,750
3	$50,000	$35,000	$26,250	$8,750
4	$50,000	$35,000	$35,000	$0
5	$50,000	$35,000	$35,000	$0
6	$50,000	$35,000	$35,000	$0
7	$50,000	$35,000	$35,000	$0
8	$50,000	$35,000	$35,000	$0
9	$50,000	$35,000	$35,000	$0
10	$50,000	$35,000	$35,000	$0
Total	$500,000	$350,000	$323,750	$26,250

* plus millage rate increases; assumes 70% of total tax increase payable to school district

Phased-In or Multi-Year Negotiated Settlement: In the case of a multi-year, phased-in increase of tax assessment resulting from a tax appeal; or in the event of a negotiated settlement wherein any of the initial years under appeal may be settled at a tax assessment amount which indicates no increase or is otherwise less than that at which the phased-in tax assessment may stabilize ("Stabilized Assessment"), the Aggregate Consulting Fee ("Aggregate Fee") shall be determined as the sum of: (1) twenty-five percent (25%) of the as if increase in Client's tax revenue based upon application of the Stabilized Assessment to the years under appeal that settled *at, or less than* such Stabilized Assessment; plus (2) twenty-five percent (25%) of tax increase for the years under appeal that settled at *greater than* the Stabilized Assessment; in total for all years under appeal but not less than for a period of three years. Aggregate Fee shall be payable in accordance with the payment terms indicated herein due within thirty (30) days of Client's collection of the payment of the taxes in question. Payment in any given year shall not exceed 25% of the tax increase collected by Client for such year. Payment of Aggregate Fee shall commence with the first year of the assessment increase and continue on an annual basis until Aggregate Fee is fully paid. Depending upon the terms of the negotiated settlement, the phased-in settlement period may extend beyond the years under appeal. Tax revenue upon which Aggregate Fee is based shall be determined by applying the appropriate millage tax rate for the tax year in question.

Tax Advantaged Properties: The services provided by Consultant include identification and evaluation of tax parcels that may be assessed and/or taxed based upon certain property tax advantages including but not limited to parcels that are considered as wholly or partially exempt from property taxes. Consultant shall be compensated a Consulting Fee consistent with the terms and conditions described in this Agreement pertaining to Client initiated appeals for any parcel identified by Consultant for determination by Attorney and Client as to the propriety of such tax advantages and/or the appropriateness of both its tax assessment and property taxes. Fee shall be determined pursuant to Client's receipt of an increase in taxes resulting from a change in the manner in which the parcel in question is being treated for tax purposes and/or resulting from an increase in the tax assessment of such parcel.

Other Consulting Services: In addition to consulting services as previously described, Consultant is also authorized to provide defense-oriented consulting services to Client for the purpose of assisting in the defense against taxpayer-initiated tax appeals as may be requested by Client on a property-by-property basis. In this capacity, it is understood that Consultant is providing services as an advocate/ consultant and as such will not be providing appraisal services, nor should any recommendation or reports provided by Consultant in connection with such consulting services be construed as an appraisal or an appraisal service. To the extent that formal appraisal services are required for any of the properties in question, Client agrees to engage and pay for the services of an independent third-party appraisal firm. Consultant will provide assistance to Client in reviewing the qualifications of appraisers to be selected by Client to determine if such appraiser is qualified to develop and communicate a credible appraisal based upon the specific characteristics of the property under tax appeal. Selection of appraiser shall be at the sole discretion of Client. Consultant will work cooperatively with Client's attorney in the provision of consulting services as described herein. Compensation for such consulting services shall be $225 per hour plus travel expenses which compensation rate may be increased from time to time as per mutual agreement. Payment shall be made within thirty (30) days of submission of invoice which shall be presented to Client on a periodic basis.

In the event that Consultant provides consulting services associated with defending against a taxpayer-initiated appeal ("taxpayer appeal") as herein provided and the settlement of such appeal results in not only an elimination or limitation of the decrease in the tax assessment in question for the tax years at issue but also results in an increase in the tax assessment for a parcel under appeal over and above the tax assessment of such parcel as of the filing date of the taxpayer appeal in a manner consistent with the intent of a Client-initiated appeal, then Consultant compensation for its defense-oriented consulting services will be based upon its time and expenses at the indicated hourly rate with such payments *to be credited against* a Consulting Fee payable to Consultant based upon Client's collection of an increase in property taxes with such Fee to be determined in the same manner and under the same terms as previously described in this Agreement pertaining to Consultant's compensation for a Client-initiated appeal.

Non-Compete Agreement: Due to inherent conflicts of interest including issues of confidentiality involved with the provision of advocacy-oriented tax appeal consulting services for the express benefit of school districts and as necessary to insulate the school district from the potentially negative effects therefrom, Consultant agrees to not provide taxpayers with any property-related professional valuation or other consulting services that are directly related to or could potentially be involved with a taxpayer-initiated tax appeal regardless of the location of such property.

Termination of Agreement: If this agreement is prematurely and unilaterally terminated by Client, in whole or in part, without written approval of Consultant, as to any or all of the services being rendered to Client by Consultant ("termination"), then Client shall compensate Consultant, within thirty (30) days of termination, for all services provided, inclusive of services rendered in association with reverse appeals, including but not limited to property review services, for which compensation was to be predicated on a performance basis. Such compensation pursuant to termination shall be at the rate of $225 per hour plus out-of-pocket expenses as specified herein, provided, however, for services associated with reverse appeals for which a Fee is due as described herein, in the event that the School District is successful after termination through a reverse appeal or negotiation involving a property and/or taxpayer which has been identified by Consultant in writing prior to or within a reasonable period of time after notice of termination is received by Consultant, and litigated to final judgment or settled prior to final judgment in securing increased tax revenue for said property from a taxpayer, School District shall pay to Consultant, within thirty (30) days of said final judgment or settlement, the total Fee provided for in this agreement less compensation previously paid to Consultant on an hourly basis, but not inclusive of expense reimbursements, for consulting services as performed by Consultant prior to termination with regard to said property and/or taxpayer; said hourly work to be set forth in an itemized statement. In this manner, Fee payable for properties identified by Consultant as candidates for reverse appeal, regardless of whether an appeal has been formally filed as of the date of termination, shall be deemed as fully earned upon termination by Client of Consultant's services notwithstanding any additional work that may have otherwise been performed by Consultant on any or all of the Client-initiated appeals in question which work Consultant was prevented from accomplishing by Client due to termination. With respect to termination, payment of Fee shall not limit Consultant's claim for additional damages suffered pursuant to such termination which may include but not be limited to the reasonableness of any settlement entered into after termination and the effect of such settlement on the Fee payable to Consultant.

Compensation previously paid to Consultant on an hourly basis to be deducted from Fee due for properties appealed by Client shall not include hourly fees paid to Consultant for its provision of Other Services as described herein. Compensation for Other Services is not based upon performance but rather upon the time expended in provision of services and, therefore, is not subject to set-off from Fee under the termination provisions herein specified.

Conditions: Consultant hereby makes no guarantee regarding the Client's success in obtaining any increase in the real estate tax assessment of any property; or that Consultant will identify every property which may warrant a Client-initiated tax appeal. Furthermore, Client agrees that Consultant shall not be responsible for any decrease in tax assessment pursuant to a tax appeal or for any loss in tax revenue or other financial losses which may result from the performance of this agreement or provision of its services to Client including but not limited to the identification process inclusive of the number and/or type of properties reviewed and/or submitted to Client and its solicitor for further review. In connection with the foregoing, Client agrees to protect, defend, indemnify and hold harmless Consultant from and against any and all loss, penalties, damages, settlements, cost, charges, legal and other professional fees or other expenses or liabilities arising out of or resulting from the Consultant's performance of the work associated with this agreement including as may be a result of Consultant's actions under the express or implied direction of Client or due to Client's failure or refusal to comply with or abide by any rule, determination, ordinance or law; with the exception of Consultant's gross negligence or willful malfeasance. In the event that Consultant requires legal counsel in connection with the foregoing, Client agrees to defend promptly and diligently with legal counsel, as may be either selected by requirement by the Client's insurance company or as may be otherwise mutually agreed upon by Client and Consultant, at Client's sole expense, any claim, action or proceeding brought against Consultant or Consultant and Client, jointly or severally, arising out of or connected with any of the foregoing and to hold harmless and fully indemnify Consultant from any judgment, loss or settlement on account thereof except in instances of gross negligence or willful malfeasance. In the event that Client fails to promptly provide legal counsel on behalf of Consultant in accordance with this Agreement; and pursuant to written notice of same as provided by Consultant to Client thereof, Consultant may, until Client provides for legal counsel in accordance with this Agreement, obtain its own legal counsel for which Client agrees to reimburse Consultant upon demand for any monies which Consultant may have expended as a cost incurred for defense of any claim or civil action, proceeding, charge or prosecution made, instituted or maintained against Consultant or Client, jointly or severally. The foregoing provisions of this paragraph will survive the termination or expiration of this agreement.

If due to a modification in the laws of the State of Pennsylvania, Client is precluded from filing and/or litigating tax appeals consistent with the scope and intent of this agreement, Consultant may terminate this agreement at its sole option or may with the mutual consent of Client modify the scope of this agreement. Notwithstanding the foregoing, to the extent that Client's on-going tax appeals continue in litigation, Consultant agrees to continue providing its services in accordance with the Agreement in support of the Client and its attorney including its solicitor. It is agreed that in the event of the foregoing, compensation payable to Consultant for its services shall be expressly limited to contingency fees payable in accordance with this agreement based upon additional property tax revenue received by Client pursuant to final resolution of any pending tax appeals.

This agreement constitutes the entire agreement and understanding between the parties and supersedes and rescinds any prior or contemporaneous agreements or understandings, written or oral, and can be modified only in writing executed by the parties.

If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects, this Agreement shall be valid and continue in full force, effect and operation. The parties agree that this agreement shall be governed by and be interpreted according to the laws of the Commonwealth of Pennsylvania.

If this contract accurately describes our agreement, please execute where indicated and forward to our attention one copy via e-mail and an original copy by regular mail. We thank you for the opportunity to provide our services.

Sincerely,

KEYSTONE REALTY ADVISORS, LLC

Craig A. Bickel

Daniel C. Rudderow

AGREED TO AND APPROVED BY:
CLIENT: BENSALEM TOWNSHIP SCHOOL DISTRICT

Brian Bailey, Board Secretary

7/22/26
DATE

NEW HIRES **Board Meeting 08/04/2026**

NAME	POSITION	CERTIFICATION	BLDG.	RATE
Balfe, Thomas	IT Intern	N/A	District Wide	$15.00/hr.
Flavin, Talia	LTS Teacher, Social Studies	Instructional I Social Studies 7-12 (8875)	BHS	$289.43/day (B01)
Haslett, Matthew	IT Intern	N/A	District Wide	$15.00/hr.
Lendzinski, Lily	Lifeguard	N/A	BHS	$16.00/hr.
Mitchell, Kylie	Indoor Guard & Marching Band Staff	N/A	BHS	$279.30/Unit (4 Units)
Patel, Taniya	Lifeguard	N/A	BHS	$16.00/hr.
Quintieri, Dominic	Lifeguard	N/A	BHS	$16.00/hr.
Sarker, Mohammed	Sub Van Driver	N/A	VMC	$17.93/hr.

NEW HIRES

Board Meeting 08/04/2026

EFFECTIVE DATE
07/27/26
08/25/26
07/23/26
07/13/26
07/07/26
07/20/26
07/23/26
07/07/26

RE-HIRES **Board Meeting 08/04/2026**

NAME	POSITION	CERTIFICATION	SCHOOL/BLDG.	RATE	EFFECTIVE DATE
Deal, Ryan	LTS Teacher, Math	Instructional I Mathematics 7-12 (6800)	BHS	$299.43/day (B/02)	08/25/26
Dietz, Justin	LTS Teacher, Special Education	Instructional I Special Education PK-12 (9231)	Struble	$390.14/day (M/03)	08/25/26
Fuchs, Emily	Teacher, Special Education	Instructional I Special Education PK-12 (9231)	Faust	$58,623/yr. (B+12/02)	08/25/26
Konen, Taylor	Teacher, Special Education	Instructional I Special Education PK-12 (9231)	Rush	$54,702/yr. (B/01)	08/25/26
Pontone, Gabriella	Teacher, Special Education	Instructional I Special Education PK-8 (9226), Instructional I Special Education Expansion 7-12 (9229)	Shafer	$75,720/yr. (M/04)	08/25/26
Siwek, Emily	Teacher, Special Education	Instructional I Special Education PK-12 (9231)	Rush	$54,702/yr. (B/01)	08/25/26

CLASSIFICATION CHANGES BOARD MEETING 08/04/2026

NAME	FROM BLDG.	TO BLDG.	CERTIFICATION	RATE	EFFECTIVE DATE
Backhaus, Albert	Principal Coverage/Cornwells	Acting Principal/Cornwells	Administrative I Principal PK-12 (1115)	$158,065/yr.	07/01/26
Butler, Brian	Acting Principal/Cornwells	Asst Principal/BHS	Administrative II Principal PK-12 (1115)	$158,964/yr.	07/01/26
Collins, Dominique	Sub Bus Driver/VMC	Bus Driver/VMC	N/A	$25.22/hr.	08/03/26
Fossile, Nicholas	Teaching Assistant/Struble	Teacher, Special Education/Struble	Experience-Based Special Education PK-12 (9231)	$54,702/yr. (B/01)	08/25/26
Pultro, Kelly	RN/BHS	LTS CSN/Rush & Valley	Pending emergency certification / contingent upon cert.	$289.43/day (B/01)	08/25/26
Rodriguez, Jeniffer	Teacher, ESY 25-26 SY	Teacher, Special Education/Rush	Instructional I Special Education PK-12 (9231)	$69,770/yr. (M/01)	08/25/26

NAME	POSITION	RATE	EFFECTIVE DATE	COMMENTS
Alfano, Renee	Sub Bus Aide	$22.26/hr.	06/25/26	ESY Program
Brennan, Amy	Bus Driver	$27.27/hr.	06/15/26	VMC Summer Clean up-Bus Wash
Buffardi, Steven	Bus Van Driver	$17.93/hr.	06/25/26	ESY Program
Christy, Christine	Bus Driver	$27.27/hr.	06/15/26	VMC Summer Clean up-Seat Repair
Destefano, Frank	Sub Bus Driver	$25.22/hr.	06/25/26	ESY Program
Diaz, Leroy	Bus Driver	$27.27/hr.	06/15/26	VMC Summer Clean up-Bus Wash
Dillon, Kathleen	Bus Driver	$27.27/hr.	06/15/26	VMC Summer Clean up-Bus Wash
Getz, Angela	Bus Van Driver	$17.93/hr.	06/25/26	ESY Program
Hughes, Patricia	Sub Bus Aide	$22.26/hr.	06/25/26	ESY Program
Ireland, James	Sub Bus Aide	$22.26/hr.	06/25/26	ESY Program
McCreery, Ashley	Teaching Assistant	$22.93/hr.	06/25/26	ESY Program
McHale, Catherine	Sub Bus Aide	$22.26/hr.	06/25/26	ESY Program
McKenna, Bethann	LPN	$29.83/hr.	06/22/26	ESY Program
O'Donnell, Christine	PCA	$20.63/hr.	06/22/26	ESY Program
Puntonet, Maria	Sub Bus Driver	$25.22/hr.	06/25/26	ESY Program
Saez, Cesar	Sub Custodian	$16.00/hr.	06/15/26	Summer Clean Up
Saez, Cesar	Sub Bus Driver	$25.22/hr.	06/25/26	ESY Program
Stackhouse, Denise	Bus Driver	$27.27/hr.	06/15/26	VMC Summer Clean up-Bus Wash
Steiner, Meredith	Bus Driver	$27.27/hr.	06/15/26	VMC Summer Clean up-Seat Repair
Stella, Christopher	Sub Bus Driver	$25.22/hr.	06/25/26	ESY Program
Voorhees, Eric	Sub Bus Driver	$25.22/hr.	06/25/26	ESY Program
Williams, Evan	PCA	$21.78/hr.	06/22/26	ESY Program

LEAVE OF ABSENCE **BOARD MEETING 08/04/2026**

NAME	POSITION	SCHOOL/BLDG.	EFFECTIVE DATE	COMMENTS
Arooj, Hina	Lunch/School Aide	Snyder	08/31/26 - 01/26/27	Child Rearing Leave
Elezovikj, Muhamed	Custodian	BHS	07/02/26 - 08/03/26	Non-FMLA, Medical
Harrison, Dayna	Counselor	BHS	08/25/26 - 01/26/27	Child Rearing Leave, 2nd Extension
Harrison, Dayna	Counselor	BHS	01/27/27 - 06/11/27	Child Rearing Leave, 3rd & Final Extension
McDaniel, Kileyrose	PCA	Shafer	08/31/26 - 10/12/26	Non-FMLA, Medical
Sponheimer, Fred	Transportation Coordinator	VMC	07/04/26 - TBD	Non-FMLA, Long Term Disability

NAME	POSITION	SCHOOL/BLDG.	ACTION	EFFECTIVE DATE	COMMENTS
Amons, James	Teacher, Social Studies	BHS	Resignation	08/01/26	
Barba Lituma, Brian	Sub Custodian	District Wide	Resignation	07/22/26	
Brody, Maura	Teacher, Math	Shafer	Resignation	07/28/26	
Buechner, Kaylie	PCA	BHS	Resignation	06/12/26	
Callahan, Brandon	IT Intern	District Wide	Resignation	07/30/26	
Cunningham, Shanna	Van Driver	VMC	Resignation	07/27/26	
Gomez Morales, Danna	Bilingual Secretary A	District Office	Resignation	08/06/26	
Martsolf, Amanda	Teacher, Special Education	Valley	Resignation	07/07/26	
Murray-Glenn, Jessica	Teaching Assistant	Shafer	Resignation	08/03/26	
Padilla, Jennifer	PT General Worker	Rush	Resignation	06/30/26	
Patterson, Serena	Teacher, Special Education	BHS	Resignation	09/24/26	
Pulak-Hall, Teresa	Van Driver	VMC	Resignation	07/31/26	
Shive, Jennifer	Teacher, ELD	Struble	Resignation	06/12/26	

ADDENDUM AGREEMENT TO CONTINUE EMPLOYMENT AFTER <u>PLANNED RETIREMENT</u>

This Addendum to the Continuation of Employment Agreement (the "Addendum") is effective as of August 4, 2026 by and among the following parties, **JOHN STEFFY,** Director of Business Operations of the BENSALEM TOWNSHIP SCHOOL DISTRICT ("Steffy" or "Employee"), and the **BENSALEM TOWNSHIP SCHOOL DISTRICT** (the "District" or "Employer"), by and through its authorized representatives and its successors in interest.

<u>BACKGROUND:</u>

Whereas, Steffy is the Director of Business Operations under contract with the District;

Whereas, Steffy and the District (hereinafter sometimes collectively referred to as the "Parties") have a contractual relationship with one another;

Whereas, the Parties previously entered into an Agreement to Continue Employment After Planned Retirement (also known as the Continuation of Employment Agreement, a true and correct copy is attached hereto as Exhibit "A") (hereinafter referred to as the "Agreement");

Whereas, the Parties wish to make certain modifications to the Agreement to extend Steffy's employment with the District.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, it is agreed by and between the District and Steffy that this matter shall be settled and compromised on the following terms and conditions:

1. **<u>Amendments to Agreement</u>**.

    a. Section 1, Paragraph a of the Agreement is amended to read as follows:

    "Steffy agrees to work through September 30, 2026."

    b. Section 1, Paragraph b of the Agreement is amended to read as follows:

    "If mutually agreeable to the parties, Steffy will work until September 30, 2026 rather than using his leave during the months of July, August, and

September. Any additional days worked in July, August, and September will be added to the per diem payment at the end of September."

2. In the event any additional compensation is due to Steffy as a consequence of this Addendum, it shall be paid at his current per diem rate based on the prior employment agreement dated November 28, 2023 (based on 235 days).

3. **Remainder of Agreement.** All other provisions of the Agreement shall remain in full force and effect.

4. **Counterparts.** This Addendum may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute a fully executed agreement, with the same effect and validity as a single agreement signed by all of the parties, and when so executed, shall be binding upon all the parties, and their respective heirs, next-of-kin, personal representatives and assigns. E-mailed, PDF, and facsimile signatures shall have the same validity and effect as original signatures. Delivery of an executed counterpart of this Addendum by telefacsimile or e-mail shall be equally as effective as delivery of a manually executed counterpart of this Addendum. Any party delivering an executed counterpart of this Addendum by telefacsimile or e-mail also shall deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect of this Addendum.

5. **Binding Addendum**. This Addendum shall be binding on the District and Steffy, their heirs, personal representatives, successors and assigns.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned parties intending to be legally bound and for valuable consideration have hereunto set their hands and seal effective as of the Effective Date.

Employer:

BY: ______________________________
Dr. Deborah King
President, Board of School Directors

Employee:

____
JOHN STEFFY

Attest:

BY: ______________________________
Carolyn Riley
Secretary, Board of School Directors

Dated: 8/4/26

Dated: 8/1/26

COMMONWEALTH OF PENNSYLVANIA :
:
: SS
:
COUNTY OF BUCKS :

On this, the 11 day of August, 2026, before me, the undersigned Officer, a Notary Public in and for the jurisdiction aforesaid, personally appeared the **BENSALEM TOWNSHIP SCHOOL DISTRICT** through their authorized representative known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

Commonwealth of Pennsylvania - Notary Seal
DIANE LITWIN - Notary Public
Bucks County
My Commission Expires March 28, 2028
Commission Number 1445729

My commission expires 3/28/28

AGREEMENT TO CONTINUE EMPLOYMENT AFTER PLANNED RETIREMENT

This Continuation of Employment Agreement ("The Agreement") is effective as of April 10, 2026 by and among the following parties, **JOHN STEFFY,** Director of Business Operations of the BENSALEM TOWNSHIP SCHOOL DISTRICT ("Steffy" or "Employee"), and the **BENSALEM TOWNSHIP SCHOOL DISTRICT** (the "District" or "Employer"), by and through its authorized representatives and its successors in interest.

BACKGROUND:

Whereas, Steffy is the Director of Business Operations under contract with the District;

Whereas, Steffy and the District have a contractual relationship with one another;

Whereas, Steffy has satisfactorily performed his duties and functions pursuant to that written contractual Agreement with the District;

Whereas, Steffy is eligible and was contemplating retirement following a scheduled medical procedure and is entitled to paid time off (sick leave, previously accrued vacation under previous employment contract and other paid time off in accordance with the District's Act 93 Agreement and his employment contract);

Whereas, Steffy was intending to use his sick leave to undergo surgery and rehabilitation in April of 2026;

Whereas, Steffy agrees to postpone surgery from April 2026, until November 2026; and

Whereas, Steffy agrees to work until end of June 30, 2026, rather than go out on medical leave in April of 2026.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, it is agreed by and between the District and Steffy that this matter shall be settled and compromised on the following terms and conditions:

1. <u>Employment</u>.

    a. Steffy agrees to work through June 30, 2026.

    b. If mutually agreeable to the parties, Steffy will work until July 30, 2026 rather than using his leave during the month of July. Any additional days worked in July will be added to the per diem payment at the end of September.

2. **<u>Benefits</u>**.

    a. The District agrees to pay and continue employment of Steffy all salary and all benefits until September 30, 2026, including all Public School Employment Retirement System benefits (PSERS) by utilization of paid time off.

    b. The District agrees to continue paying Steffy medical benefits he is presently receiving through December 31, 2026, at no cost to him.

    c. The District agrees to pay a total of 51.5 days, in the amount of forty eight-thousand, three-hundred thirty-three dollars and twenty-eight cents ($48,333.28) to Steffy at the conclusion of his employment on September 30, 2026. This is his full per diem rate as calculated effective July 1st, 2026, based on the current employment agreement (based on 235 days). If Steffy works during July 2026 rather than using paid leave, he will also be paid for those days at his full per diem rate.

    d. The above payment is to be made on or before September 30, 2026.

3. **<u>Non-Disparagement</u>**

    a. Neither Party or any individual related thereto shall make, publish, or communicate to any person or entity any disparaging or defamatory remarks, comments, or statements concerning the other Party, its employees, officers, or agents, whether oral, written, electronic, or posted on social media; provided that nothing in this Agreement shall prohibit either party from, providing truthful statements as required by law, regulation, or legal process; participating in government investigations; or exercising rights protected under applicable labor laws including discussing wages or working conditions.

    b. The parties acknowledge that a breach of this Agreement may cause irreparable harm. In the event of a breach, the non-breaching party may seek:

Injunctive relief; monetary damages; and any other remedies available under law.

4. **Continuing Cooperation in Litigation.** Steffy understands and agrees that he will reasonably cooperate with the District in the defense of any claims that arose during Steffy's service as the District's Director of Business Operations. Steffy's reasonable cooperation shall include, but not be limited to, conferring with counsel for the District, participating in depositions, being prepared for any hearing, assisting in the answers of any discovery, or otherwise participating directly in the litigation. In the event the District requires the physical presence of Steffy for any of the reasons denoted in this Paragraph, the District shall give reasonable notice to Steffy and shall either (1) make all travel arrangements at the District's expense as such arrangements are mutually agreed upon by the District and Steffy or (2) reimburse Steffy all reasonable out-of-pocket travel expenses and missed wages, as mutually agreeable, incurred by him upon presentation of invoices by Steffy to the District. The District shall make all reasonable efforts to accommodate Steffy's schedule.

5. **Continuing Cooperation in Collateral Matters.** Steffy understands and expressly agrees that he will reasonably cooperate with the District in any investigation or proceeding concerning any other District employee. Steffy's reasonable cooperation shall include, but not be limited to, conferring with counsel for the District, participating in depositions, being prepared for any hearing, assisting in the answers of any discovery, or otherwise participating directly in the litigation. In the event the District requires the physical presence of Steffy for any of the reasons denoted in this Paragraph, the District shall give reasonable notice to Steffy and shall either (1) make all travel arrangements at the District's expense as such arrangements are mutually agreed upon by the District and Steffy or (2) reimburse Steffy all reasonable out-of-pocket travel expenses and missed wages, as mutually agreeable, incurred by him upon presentation of invoices by Steffy to the District. The District shall make all reasonable efforts to accommodate Steffy's schedule.

6. **Failure to Perform**. Steffy understands and agrees that if he fails to perform his duties or stops working, except for reasonable use of sick time, before June 30, 2026, he will forfeit medical coverage past September 30, 2026.

7. **Mutual Releases.** In consideration of the promises and benefits extended by the District to Steffy under the terms of this Agreement, and the promises and benefits extended by Steffy to the District under this Agreement, the Parties expressly agree as follows:

a. Steffy, on behalf of himself, his heirs, estate, representatives, successors, assigns and agents, knowingly and voluntarily releases and discharges the District, its successors and assigns, its elected and appointed officials, administrators, agents, attorneys, employees, former employees, members, officers, insurance companies, benefit plans, and servants, past and present (collectively referred to as the "District Released Parties") and forever releases the Released Parties from any claims for compensation, personal property, leave time, health, dental, and prescription benefits other than those expressly promised herein. Steffy agrees that he is solely responsible for any tax liabilities and consequences which may result from the receipt of money under this Agreement, and further agrees that the District Released Parties shall bear absolutely no responsibility for such liabilities or consequences. Steffy assumes all obligations to pay taxes, if any, which may be required to be paid as a result of his receipt of money under this Agreement. Further, Steffy agrees that the District Released Parties shall not be required to pay any further sum to him, for any reason, as part of this Agreement, even if the tax liabilities and consequences to Steffy are ultimately assessed in a fashion in which Steffy does not presently anticipate.

b. Steffy, on behalf of himself, his heirs, estate, representatives, successors, assigns and agents, further knowingly and voluntarily releases and forever discharges District Released Parties, from any and all claims, demands, liabilities, causes of actions, damages, losses and expenses of every nature and kind whatsoever, known or unknown, which Steffy has or may have against the District arising on or before the date of execution of this Agreement, out of or in connection with his employment by the District, including by not limited to wrongful discharge, violation of his rights pursuant to the Civil Rights Act (42 U.S.C. Sec. 1983) or any other federal or state statute or regulation relating to civil rights, employment, or employment discrimination including but not limited to the Age Discrimination in Employment Act; ("ADEA"); the Family Medical Leave Act; the Americans with Disabilities Act; and the Pennsylvania Human Relations Act (all of the above collectively referred to as "Claims"). Steffy specifically agrees that the consideration given to him under this Agreement constitutes full relief for any and all Claims prior to the date of the execution of this Agreement he may have against the District Released Parties, collectively and individually, in their professional or personal capacities, and waives the right to any further recover of any other damages, costs, fees, or wages.

c. Without limiting the scope of Paragraph 7.b. of this Agreement, above, Steffy acknowledges that any right or claim for Age Discrimination which he may have arising under the ADEA, or any other law, whether known or unknown, arising out of Steffy's hire, employment, or resignation from employment with the District, up to and including the date of execution of this Agreement, is hereby released and waived. Steffy acknowledges that he is receiving consideration which is in addition to anything of value to which he otherwise would have been entitled.

d. The waiver and release of any Age Discrimination claim does not become effective or enforceable until seven (7) days after this Agreement is signed. Steffy understands that he has seven (7) calendar days after executing this Agreement within which to revoke the waiver and release of an Age Discrimination claim.

e. The District, for itself and members of the Board of School Directors acting in their official capacities, and its successors and assigns knowingly and voluntarily releases and forever discharges Steffy and his heirs and assigns, and attorneys, collectively and individually, ("Steffy Released Parties") from any and all claims, demands, liabilities, causes of action, damages, losses and expenses of every nature and kind whatsoever, known or unknown, which the District has or may have against Steffy arising on or before the date of the execution of this Agreement, out of or in connection with Steffy's employment by the District, including but not limited to any federal or state statute or regulation relating to his employment, labor relations, wages or benefits (all of the above collectively referred to as "Claims"). The District specifically agrees that the consideration given to it under this Agreement constitutes full relief for any and all Claims it may have against Steffy Released Parties and waives the right to any recovery of any other damages, costs, fees, or wages.

f. Steffy and the District each expressly acknowledges that the mutual releases under this Agreement is intended to include in their effect, without limitation, not only claims that are known, anticipated or disclosed, but also claims that are unknown, unanticipated and undisclosed, but which may nevertheless exist as of the date of this Agreement. Steffy and the District each expressly waives any right to assert, after the execution of this Agreement, that any claim that existed on or prior to the effective date of this Agreement, through ignorance or oversight, or any other reason, has been omitted from the scope of this Agreement.

8. **Miscellaneous**

a. **Governing Law**. This Agreement shall be construed in accordance with and be governed by the laws of the Commonwealth of Pennsylvania. Any action brought to enforce this Agreement shall be brought in the Court of Common Pleas of Bucks County or the United States District Court in the Eastern District of Pennsylvania.

b. **Severability.** The Agreement's promises are severable, meaning that if a court were to find any promise invalid or unenforceable, the court will modify or adjust that promise. The Agreement's other promises and terms, though, would remain fully enforceable if that were to occur.

c. **Modifications**. This Agreement sets forth the entire understanding of the Parties and cannot be amended or modified, except in writing signed by Steffy and an agent of the District specifically authorized to sign on behalf of the District in this matter.

d. **Integration Clause.** The District and Steffy expressly acknowledge and confirm that: (1) the only consideration for signing this Agreement are the terms and provisions stated herein; and (2) no other promise or agreement of any kind, save those set forth in this Agreement, has been made by any person or entity whatsoever to cause them to sign this document.

e. **Consultation with Counsel.** The Parties each acknowledge that they were given an opportunity to be represented by legal counsel skilled in this area of the law and that they were so represented.

f. **Headings**. The headings of this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.

g. **Construction**. The normal principle of contract construction whereby all ambiguities are to be construed against the drafter shall not be employed in the interpretation and construction of this Agreement.

h. **Acknowledgement.** Steffy acknowledges to the District as follows:

i. He has had ample time, at least twenty-one (21) days, to review all the provisions of this Agreement and fully understands it and his choices with respect to the advisability of accepting the severance and release herein.

ii. He acknowledges that, because of the consideration promised in return, he has entered into this Agreement by his free will and choice without any compulsion, duress or undue influence.

iii. He acknowledges that he has had independent legal counsel advise him regarding his legal rights and the advisability of entering into this Agreement.

iv. Steffy further understands that this Agreement shall not apply to claims that may arise based upon events occurring after his last day of employment.

v. He acknowledges that he has been and is hereby advised and understands that once executed, he shall have seven (7) days thereafter to revoke the Agreement.

i. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute a fully executed agreement, with the same effect and validity as a single agreement signed by all of the parties, and when so executed, shall be binding upon all the parties, and their respective heirs, next-of-kin, personal representatives and assigns. E-mailed, PDF, and facsimile signatures shall have the same validity and effect as original signatures. Delivery of an executed counterpart of this Agreement by telefacsimile or e-mail shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or e-mail also shall deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect of this Agreement.

j. **Binding Agreement**. This Agreement shall be binding on the District and Steffy, their heirs, personal representatives, successors and assigns.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned parties intending to be legally bound and for valuable consideration have hereunto set their hands and seal effective as of the Effective Date.

Employer:

BY: Dr. Deborah King
Dr. Deborah King
President, Board of School Directors

Employee:

John Steffy
JOHN STEFFY

Attest:

BY: Carolyn Riley
Carolyn Riley
Secretary, Board of School Directors

Dated: 6/10/26

Dated: 6/10/26

COMMONWEALTH OF PENNSYLVANIA :
:
: SS
:
COUNTY OF BUCKS :

On this, the 12th day of June, 2026, before me, the undersigned Officer, a Notary Public in and for the jurisdiction aforesaid, personally appeared the **BENSALEM TOWNSHIP SCHOOL DISTRICT** through their authorized representative known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Commonwealth of Pennsylvania - Notary Seal
DIANE LITWIN - Notary Public
Bucks County
My Commission Expires March 28, 2028
Commission Number 1445729

Notary Public

My commission expires 3/28/28

COMMONWEALTH OF PENNSYLVANIA :
:
: SS
:
COUNTY OF BUCKS :

On this, the 10th day of June, 2026, before me, the undersigned Officer, a Notary Public in and for the jurisdiction aforesaid, personally appeared **JOHN STEFFY** known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Commonwealth of Pennsylvania - Notary Seal
DIANE LITWIN - Notary Public
Bucks County
My Commission Expires March 28, 2028
Commission Number 1445729

Notary Public

My commission expires 3/28/28

EMPLOYMENT AGREEMENT BETWEEN THE BENSALEM TOWNSHIP SCHOOL DISTRICT AND DR. SHAWN MARK

THIS AGREEMENT is made this 4th day of August, 2026, by and between **THE BOARD OF SCHOOL DIRECTORS OF THE SCHOOL DISTRICT OF BENSALEM TOWNSHIP**, 3000 Donallen Drive, Bensalem, Pennsylvania 19020, (hereinafter referred to as "School District") and Dr. Shawn Mark, [redacted] (hereinafter referred to as "Interim Director of Human Resources" or "Dr. Mark").

RECITALS

WHEREAS, the School District is desirous of continuing to employ Dr. Mark to serve as Interim Director of Human Resources pursuant to the terms of this Agreement; and

WHEREAS, Dr. Mark is agreeable to serve as Interim Director of Human Resources of the School District in accordance with the terms of this Agreement; and

WHEREAS, on June 29, 2026, the Board of School Directors for the School District passed a Motion to continue the appointment of Dr. Shawn Mark as Interim Human Resources Director until such time as a permanent Human Resources Director is hired, retaining her ability to return to her previous position at the end of this appointment.

NOW, THEREFORE, the School District and Dr. Mark, intending to be legally bound and in consideration of the mutual covenants herein contained do hereby agree as follows:

1. **Employment and Term**

   The School District does hereby employ Dr. Shawn Mark and Dr. Shawn Mark hereby accepts employment as Interim Director of Human Resources of School District for a term that shall commence on that date mutually agreed upon by the School District and Director of Human Resources, commencing July 1, 2026 and ending on June 30, 2027, or until a permanent Director of Human Resources is hired pursuant to Section 4, below, whichever occurs first ("Term").

   This Agreement is solely for the interim appointment and shall terminate automatically upon the earliest to occur of: (a) the expiration of the Term; (b) the School District's appointment or hire of a permanent Director of Human Resources; (c) Dr. Mark's selection and acceptance of the permanent Director of Human Resources role; or (d) any earlier termination under Section 9.

   Upon termination under clause (b) of this Section, Dr. Mark shall transition from the interim role and return to her normal position as a school principal effective as of the permanent hire's start date, subject to the transition/return provisions of Section 10. Upon termination under clause (c) of this Section, this Agreement shall terminate and Dr. Mark's employment terms shall be governed exclusively by a new agreement or separate written employment terms for the permanent role.

2. **Compensation as Interim Director of Human Resources**

The School District shall pay to the Interim Director of Human Resources, in accordance with the School District's salary payment practices in effect at the time and subject to the applicable withholding requirements. Effective July 1, 2026, the annual salary of the Interim Director of Human Resources shall be One Hundred Seventy-Nine Thousand, Three Hundred Eighty-Three Dollars and No Cents ($179,383.00), for the 2026-2027 school year. This annual salary reflects a placement on the 26-27 Act 93 Salary Matrix at Tier I, Step 1.

The annual salary set forth herein shall be the minimum annual salary of the Interim Director of Human Resources and the Interim Director of Human Resources shall receive such additional annual salary, if any, to be determined by the School Board in consultation with and based upon the performance of the Interim Director of Human Resources. The compensation in this Section applies only while Dr. Mark serves as Interim Director of Human Resources under this Agreement; compensation for any permanent Director of Human Resources role shall be governed by a separate written agreement or terms.

3. **Position and Duties of Interim Director of Human Resources**

Dr. Mark is employed hereunder solely as Interim Director of Human Resources for the Term and shall perform the duties and services customarily incident to that interim position, including those set forth in Exhibit "A," and such other duties of a similar nature as required by the School District. Dr. Mark's normal position is school principal; she is temporarily occupying the Interim Director of Human Resources role under this Agreement. She shall perform such other duties and services of a similar nature as shall from time to time be required of her by the School District. The Interim Director of Human Resources shall keep the Superintendent informed of all matters pertaining to her area of responsibility. The Interim Director of Human Resources shall promptly advise the Superintendent of any significant personnel, legal, or policy matters that may materially affect the operations of the School District. The Superintendent shall keep the Board of School Directors appropriately informed regarding such matters, consistent with applicable law, employee due process rights, attorney-client privilege, and the Board's governance responsibilities.

The Interim Director of Human Resources shall perform her duties in a competent and professional manner in accordance with and subject to (a) the laws of the Commonwealth of Pennsylvania and of the United States of America, (b) the policies, directives and/or instructions of the School Board, whether made in public or private, and (c) the provisions of this Agreement.

The Interim Director of Human Resources shall devote her full time, attention, energy, skills and labor to her employment as Interim Director of Human Resources during the term of this Agreement and any lawful extensions. The Interim Director of Human Resources may undertake consultative work, speaking engagements, and other services related to her position as Interim Director of Human Resources provided that such activities do not interfere with the performance of the duties of the Interim Director of Human Resources under this Agreement, and provided that such activities are approved in advance in writing by the School Board, which approval shall not be unreasonably withheld or delayed. The Interim Director of Human Resources shall be permitted to continue any consultative work, speaking engagements, and other services that she may have been performing prior to the execution of this Agreement provided that such activities do not interfere with the performance of the duties of the Interim Director of Human Resources under this Agreement.

4. **District's Right to Fill Permanent Position**

The School District may post, recruit for, select, and hire a permanent Director of Human Resources at any time, in its sole discretion. Such action shall not constitute a breach of this Agreement and shall result in termination of this Agreement as provided in Section 1 and Section 8, and Dr. Mark's return to her principal position as set forth in Section 10.

5. **Salary and Benefits**

The Interim Director of Human Resources shall, in addition to the annual salary set forth above, shall receive the benefits provided to School District Administrators under the Act 93 Compensation Plan then-currently in effect.

The benefits referenced in this Section apply only during Dr. Mark's interim service under this Agreement and shall not govern any subsequent permanent Director of Human Resources role.

6. **Severance Pay**

Upon the expiration of the Term or earlier termination of this Agreement, Dr. Mark shall not be entitled to any severance payment or payout of accrued leave solely by reason of ending her interim assignment and returning to her principal position with the School District.

Any severance payment and/or payout of accrued leave under this Agreement shall apply only if Dr. Mark's employment with the School District ends entirely (a "Separation from District Employment"), whether by (i) Dr. Mark's resignation from all employment with the School District, or (ii) termination of Dr. Mark's employment by the School District for cause pursuant to applicable law.

In the event of a Separation from District Employment, the School District shall pay Dr. Mark for accrued but unused vacation earned during the Term, if any, in accordance with the Act 93 Compensation Plan and/or applicable School District policy, and no payout shall be made for unused sick leave except to the extent expressly required by the Act 93 Compensation Plan or applicable School District policy.

For avoidance of doubt, if Dr. Mark is discharged for cause under the Public School Code of 1949, as amended, any severance shall be limited to the Act 93 Compensation Plan, if applicable.

7. **Professional Development**

The School District shall pay the yearly membership dues of the Interim Director of Human Resources for Pennsylvania Association School Business Officials and for up to one (1) other professional organization approved by the District Superintendent. The School District recognizes the inherent value of attendance at appropriate education related conferences by the Interim Director of Human Resources. The School District shall pay the reasonable and necessary costs for the Interim Director of Human Resources at the professional conferences in recognition of the need for continued professional development and the School District's improvement. The Interim Director of Human Resources shall provide not less than twenty (20) days' advance written notice of her anticipated attendance at any conference to the Superintendent, whose approval shall be required for attendance at a conference, which approval shall not be unreasonably withheld or delayed.

8. **Professional Liability, Indemnification, and Insurance**

The School District agrees that it will defend, hold harmless and indemnify the Interim Director of Human Resources from any and all demands, claims, suits, actions and legal proceedings brought against the Interim Director of Human Resources in her individual capacity or in her official capacity as agent and employee of the School District to the extent permitted by law, provided the incident arose while the Interim Director of Human Resources was acting within the scope of her employment and did not arise from the willful or deliberate misconduct of the Interim Director of Human Resources. The School District shall provide the Interim Director of Human Resources with reasonable amounts of such liability coverages as are within the authority of the School District to provide under state law.

9. **Termination**

This Agreement shall terminate upon the occurrence of the first of the following events and on the dates specified below:

a. The expiration of the term herein set forth or any renewal or extension of said term.

b. Mutual agreement of the School District and the Interim Director of Human Resources upon terms and conditions set forth in a writing signed by the Board of School Directors and the Interim Director of Human Resources.

c. The School District's appointment or hire of a permanent Director of Human Resources, effective on the permanent appointee's start date, whereupon Dr. Mark shall return to her principal position pursuant to Section 10.

d. Dr. Mark's selection and acceptance of the permanent Director of Human Resources role, effective on the date specified in the new agreement or written employment terms governing the permanent role.

e. Resignation of the Interim Director of Human Resources upon sixty (60) days' prior written notice to School District provided, however, that the School District shall have the right notwithstanding anything herein to the contrary to require the Interim Director of Human Resources to perform her duties as Interim Director of Human Resources for a period of up to sixty (60) days from the date of receipt of written notice from the Interim Director of Human Resources of her resignation, if required by the School District to obtain an Interim Director of Human Resources to replace the Interim Director of Human Resources.

f. Discharge of the Interim Director of Human Resources during the term of this Agreement or any renewal or extension thereof by the Board of School Directors of the School District for cause for the reasons set forth in and in accordance with the procedures specified in the Public School Code of 1949, as amended and Local Agency Law.

10. **Potential Return to Principal Position**

a. Transition on Permanent Hire. Upon the appointment or hire of a permanent Director of Human Resources, Dr. Mark shall reasonably cooperate in transition activities, including the transfer of files, information, and responsibilities, through the permanent appointee's start date or such earlier date directed by the School District.

b. Return to Principal Position. Effective on the permanent appointee's start date (or upon any earlier termination of this Agreement), Dr. Mark shall cease serving as Interim Director of Human Resources and shall return to her normal position as school principal, with compensation and benefits thereafter governed by the terms applicable to that principal position.

c. No Break in Service. The return to the principal position shall not constitute a break in service for purposes of District employment records and applicable accrual practices.

d. Compensation Alignment on Return. Director-level interim compensation and benefits under Sections 2 and 5 shall cease on the effective date of return, and principal-level compensation and benefits shall apply as of that date.

11. **Employee Rights**

The Interim Director of Human Resources shall, in the event of removal by the Board of School Directors of the School District, have and may exercise any and all rights of appeal or review granted under Public School Code of 1949, as amended, and Local Agency Law and other laws of the Commonwealth of Pennsylvania applicable to the removal of public employees.

12. **Notices**

All notices given by either party the other shall be in writing and addressed as provided below shall be sent by the United States Postal Service register, certified mail, postage pre-paid, return receipt requested or by overnight courier service requiring a signed receipt and guaranteed next business day delivery as follows:

To the School District:

Bensalem Township School District
3000 Donallen Drive
Bensalem, PA 19020
Attention: Superintendent

To Dr. Mark:

[redacted]

13. **Savings Clause**

Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall be deemed to be deleted from this Agreement to the extent that it violates law. The remaining provisions shall remain in full force and effect for the duration of the Agreement if not affected by the deleted provision. If at any time thereafter such provision shall no longer conflict with law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

14. **Public School Code**

The Interim Director of Human Resources' employment shall be subject to all applicable provision of the Public School Code of 1949, as amended, and to any amendments hereafter enacted.

15. **Modification**

This Agreement reflects the complete and full agreement of the parties. Any attempt to modify or amend this Agreement shall be effective only upon the execution of a written document by all parties hereto embodying such changes as have been agreed upon.

16. **Governing Law and Jurisdiction**

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania, and any action initiated by either the Interim Director of Human Resources to enforce this Agreement shall be brought in the Court of Common Pleas of Bucks County, Pennsylvania, and each of School District and Interim Director of Human Resources agree to submit to the jurisdiction and venue of said court.

17. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute a fully executed agreement, with the same effect and validity as a single agreement signed by all of the parties, and when so executed, shall be binding upon all the parties, and their respective heirs, next-of-kin, personal representatives and assigns. E-mailed, PDF, and facsimile signatures shall have the same validity and effect as original signatures. Delivery of an executed counterpart of this Agreement by telefacsimile or e-mail shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or e-mail also shall deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect of this Agreement.

IN WITNESS WHEREOF, and intending to be bound thereby, the parties hereto have caused this Agreement to be executed by their respective authorized officers, as of the date and year first set forth above.

THE BOARD OF DIRECTORS OF THE SCHOOL DISTRICT OF BENSALEM TOWNSHIP

Attest: Carolyn Riley
Carolyn Riley, Secretary

By: Dr. Deborah King
Dr. Deborah King, President

INTERIM DIRECTOR OF HUMAN RESOURCES

By: Shawn E. Mark (sign)
Dr. Shawn Mark, Ed.D.

BENSALEM TOWNSHIP SCHOOL DISTRICT
DOROTHY D. CALL ADMINISTRATIVE CENTER
3000 DONALLEN DRIVE   BENSALEM, PA 19020
(215) 750-2800, EXT. 4100
FAX: (215) 359-0181

August 5, 2026

[Employee X]
[Address]
[Town, State, ZIP]

Via First Class U.S. and Certified Mail, R.R.R.,
***Hand Delivery and Electronic Mail at* [REDACTED]**
and Overnight Delivery

Re: Bensalem Township School District v. [Employee X]

NOTICE OF RIGHT TO HEARING AND
STATEMENT OF CHARGES

Dear [Employee X]:

You are hereby notified that pursuant to Section 514 of the Public School Code the Bensalem Township School District administration has recommended to the School Board of Directors that you be removed and dismissed from your employment. If you disagree with this action or are desirous of a school board hearing, you have the right to demand a hearing and a hearing will be given to you. Your demand for a hearing must be made to the Superintendent's Office and be received by the Superintendent's Office no later than **4:00 P.M.** on **August 20, 2026**. If you demand a hearing in a timely fashion, a hearing will be scheduled with due Notice to you and will be conducted pursuant to the Local Agency Law. If you fail to demand a hearing by **August 20, 2026**, the School Board will discharge you and permanently remove you from employment at a public meeting and without a school board hearing. Your failure to request a hearing will constitute a waiver of your rights as set forth below.

If you have not already done so, you are directed immediately to surrender and deliver to the Superintendent any and all papers, property, and effects of the School District in your possession.

You are being charged by the School District Administration with—incompetence, neglect of duty, violation of School Laws, and improper conduct—growing out of your alleged commission as set forth in the following Overview of Charges and Specific Charges:

I. OVERVIEW OF CHARGES

This disciplinary matter results from [Employee X]'s violation of the school laws of this Commonwealth, including neglect of duty, incompetence and improper conduct, and violation of District policies, which are supported by the following.

[Employee X] has been employed with the District since December 3, 2001, in the District's Information Technology (hereinafter sometimes referred to as "IT") Department. [Employee X]'s role is responsible for the repair and maintenance of Chromebooks used in district classrooms. [Employee X]'s office was located in Room G206 and work area was located in G206B of Bensalem High School. This work area was also accessible to students.

Over a sustained period, concerns arose regarding the work schedule and job performance of [Employee X]. Specifically, [Employee X] reported to work at inconsistent and irregular hours that did not align with standard departmental operations. There was a noticeable discrepancy between the hours he reportedly worked compared to the volume of his completed Chromebook repairs. Moreover, his output levels were significantly below expectations for the position, based on established operational needs and comparison with similarly situated employees.

[Employee X]'s colleagues have also noticed issues. Co-workers within the IT Department reported concerns about the employee's on-duty behavior, including suspicions that he was not consistently engaged in assigned work tasks during scheduled hours. Other IT staff saw that the Chromebooks in need of repair were not being cycled through in a reasonable amount of time leaving the fleet short to redistribute back out to students in District buildings. When fellow staff saw that the number of devices repaired were declining, they began to suspect work was not being completed in the evenings when [Employee X] allegedly was working. These concerns included observations suggesting possible sleeping or engaging in non-work-related activities during work time.

In response to these concerns, and in accordance with applicable policies and procedures, a surveillance camera was installed in the work area. Review of the recorded footage documented multiple instances of [Employee X]'s following conduct during work hours including but not limited to: sleeping while on duty; use of electronic devices for non-work-related purposes, including playing video games; use of a vaping device within the workplace; and viewing inappropriate and non-work-related content on a workplace device. These activities occurred during times when [Employee X] was expected to be performing assigned job duties and directly contributing to fulfilling departmental responsibilities.

Specifically, the District's review of the surveillance camera footage revealed the following irregularities on a number of days in a twenty-eight (28) day span.

On April 16, 2026, [Employee X] arrived to work at 1:56 P.M. At seven separate times during the day, he was observed vaping at his office. At four other times during the day, the lights in his office were off. During three of those instances, [Employee X] was observed to be sleeping at his desk with the lights off. Further, at a different point in the day, footage reveals that [Employee X] was viewing inappropriate content. He departed at 10:37 P.M.

On April 17, 2026, [Employee X] arrived to work at 2:07 P.M. At ten separate times during the day, he was observed vaping at his office. At one other time, [Employee X] was observed to be sleeping at his desk with the lights off. He departed at 10:37 P.M.

On April 20, 2026, [Employee X] arrived to work at 8:10 A.M. This was not a typical day for him as Dr. Donna Minnigh requested a meeting with the IT Department at 8:00 A.M. to introduce herself as the administrator overseeing the IT Department. At four separate times during the day, he was observed vaping at his office. He departed at 10:00 P.M.

On April 21, 2026, [Employee X] arrived to work at 2:13 P.M. At eleven separate times during the day, he was observed vaping at his office. At three other times during the day, the lights in his office were off. During two of these lights off occurrences, [Employee X] was observed to be sleeping at his desk. He departed at 10:37 P.M.

On April 22, 2026, [Employee X] arrived to work at 2:25 P.M. At nine separate times during the day, he was observed vaping at his office. At four other times during the day, [Employee X] was observed to be sleeping at his desk – twice with the lights off.

On April 23, 2026, [Employee X] arrived to work at 2:37 P.M. At sixteen separate times during the day, he was observed vaping at his office. [Employee X] was observed to be sleeping at his desk with the lights off one time. He departed at 10:15 P.M.

On April 24, 2026, [Employee X] arrived to work at 3:58 P.M. At eleven separate times during the day, he was observed vaping at his office. [Employee X] was observed to be sleeping at his desk with the lights off one time. He departed at 11:06 P.M.

On April 27, 2026, [Employee X] arrived to work at 3:04 P.M. At ten separate times during the day, he was observed vaping at his office. At three other times during the day, [Employee X] was observed to be sleeping at his desk – twice with the lights off. He departed at 11:22 P.M.

On April 28, 2026, [Employee X] arrived to work at 3:12 P.M. At eight separate times during the day, he was observed vaping at his office. Additionally, [Employee X] was observed to be sleeping at his desk with the lights off twice. He departed at 11:22 P.M.

On April 29, 2026, [Employee X] arrived to work at 3:24 P.M. At seven separate times during the day, he was observed vaping at his office. Additionally, [Employee X] was observed to be sleeping at his desk with the lights off twice. He departed at 11:20 P.M.

On April 30, 2026, [Employee X] arrived to work at 4:12 P.M. At nine separate times during the day, he was observed vaping at his office. Additionally, [Employee X] was observed to be sleeping at his desk with the lights off. He departed at 11:20 P.M.

On May 1, 2026, [Employee X] arrived to work at 3:59 P.M. At thirteen separate times during the day, he was observed vaping at his office. Additionally, [Employee X] was observed to be sleeping at his desk with the lights off. He departed at 11:22 P.M.

On May 4, 2026, [Employee X] arrived to work at 3:38 P.M. At twelve separate times during the day, he was observed vaping at his office. [Employee X] also was observed to be sleeping at his desk with the lights off. Furthermore, inappropriate content was observed on his screen. He departed at 11:21 P.M.

On May 5, 2026, [Employee X] arrived to work at 4:14 P.M. At eight separate times during the day, he was observed vaping at his office. [Employee X] also was observed to be sleeping at his desk with the lights off three times. Yet again, inappropriate content was observed on his screen. He departed at 11:21 P.M.

On May 6, 2026, [Employee X] arrived to work at 4:30 P.M. At twelve separate times during the day, he was observed vaping at his office. He departed at 11:26 P.M.

On May 7, 2026, [Employee X] arrived to work at 5:06 P.M. At eight separate times during the day, he was observed vaping at his office. Additionally, [Employee X] was observed to be sleeping at his desk with the lights off twice. He departed at 11:24 P.M.

On May 8, 2026, [Employee X] arrived to work at 5:20 P.M. At six separate times during the day, he was observed vaping at his office. [Employee X] also was observed to be sleeping at his desk with the lights off. He departed at 10:30 P.M.

On May 11, 2026, [Employee X] arrived to work at 5:20 P.M. At five separate times during the day, he was observed vaping at his office. [Employee X] also was observed to be sleeping at his desk with the lights off. He departed at 10:30 P.M.

On May 12, 2026, [Employee X] arrived to work at 3:54 P.M. At nine separate times during the day, he was observed vaping at his office. [Employee X] also was observed to be sleeping at his desk with the lights off three times. Inappropriate content again was observed on his screen. He departed at 11:24 P.M.

On May 13, 2026, [Employee X] arrived to work at 5:10 P.M. At seven separate times during the day, he was observed vaping at his office. [Employee X] also was observed to be sleeping at his desk with the lights off. He departed at 11:23 P.M.

As of May 14, 2026, the District has placed [Employee X] on Administrative Paid Leave pending a Loudermill hearing to address alleged failures in core job functions and conduct concerns, with the hearing to be scheduled.

[Employee X] used a district-owned computer from rooms G206 and G206B to remotely connect to his home computer while on district premises. By doing this, he was using the district device to access internet sites from his home computer, which enabled him to evade the District's filters and its security settings.

On July 27, 2026, a Loudermill Hearing was held in the Office of the Acting Director of Human Resources. In attendance were [Employee X], Dr. Shawn Mark – Acting Director of Human Resources, Dr. Donna L. Minnigh – Acting Assistant Superintendent; Dr. Victoria Velazquez – Interim Superintendent, David J. Truelove, Esquire – School District Solicitor, and Benjamin W.R. Hauser, Esquire – Attorney from Mr. Truelove's Office.

During the Loudermill hearing, [Employee X] read from a written statement he had prepared where he admitted:

> I want to begin by acknowledging that I made a number of poor decisions. I understand the seriousness of the allegations before you, and I recognize that my conduct fell below the standards expected of me as an employee. I regret my actions and the disappointment they have caused the district, my colleagues, and those who placed their trust in me. I am not here to deny responsibility or make excuses.

[Employee X] then offered a series of explanations for his conduct, none of that justify his incompetence, neglect of duty, violation of School Laws, and improper conduct as set forth herein. A true and correct copy of [Employee X]'s written statement, as submitted by [Employee X], is attached hereto and incorporated herein as Exhibit "A."

Based on the conduct described above, the District now seeks to impose discipline, including potential termination, of [Employee X] for the reasons set forth herein.

II. SPECIFIC CHARGES

The specific charges which [Employee X] has violated are set forth herein and the facts hereunder support these charges. As this matter proceeds and the investigation continues, the District reserves the right to amend or otherwise modify these charges. In such event, the District will provide appropriate and timely notice to [Employee X] of such amendment or modification.

A. Neglect of Duty and/or Incompetence

Pursuant to the Public School Code, 24 P.S. §1-101, *et seq*., the District's Board of School Directors "have the right at any time to remove any of its . . . employe[e]s . . . for incompetency, … neglect of duty, violation of any of the school laws of this Commonwealth, or other improper conduct." 24 P.S. §5-514. As described above, [Employee X]'s attendance irregularities, sleeping on duty, use of electronic devices for non-work related purposes, including playing video games, vaping while in the workplace, and viewing inappropriate and non-work-related content on a District device evidence a disregard and a lack of attention and respect for the duties of his position for which he was employed by the District as evidenced in the Overview of Charges.

B. Improper Conduct – Violation of School Laws

The District's Board of School Directors "have the right at any time to remove any of its . . . employe[e]s . . . for . . . violation of any of the school laws of this Commonwealth." 24 P.S. §5-514. although no specific prohibition of the conduct at issue is required to establish improper conduct in order to support a dismissal under section 514…there must be evidence that the conduct is not in accord with established school district standards, and the conduct must be such as to be fairly considered equivalent to incompetency, intemperance, neglect, or violation of school laws. Cambria v. Bd. of Sch. Directors of Exeter Twp. Sch. Dist., 2014 WL 1758467, at *10 (Pa. Commw. Ct.. Apr. 30, 2014)

"Violation of school laws" includes not just a violation of statutory law but also a school district's rules, orders or directives." Horton v. Jefferson County-Dubois Area Vocational Tech. Sch., 630 A.2d 481 (Pa. Commw. Ct. 1993).

[Employee X]' violation of the school laws of the Commonwealth is shown by his failure to adhere to School Board Policy 317, Conduct/Disciplinary Procedures, including, but not limited to, the following:

- **Policy 317: Failure to Comply with state and federal laws and regulations, Board policies, administrative regulations, rules and procedures. District employees shall endeavor to maintain order, perform assigned job functions and carry out directives issued by supervisors.**

    - **Policy 323 – Failure to Comply with Tobacco and Vaping Products Policy.**

Policy 323 expressly provides that the District "prohibits use of tobacco products by District employees and contracted personnel at any time in a school building; on school buses or other vehicles that are owned, leased or controlled by the School District; or on property owned, leased or controlled by the School District."

As noted in the Overview of Charges, [Employee X] has repeatedly violated the District's Vaping Products Policy.

- **Policy 332 – Failure to Comply with Working Periods Policy.**

Policy 332 states that the District has "the authority and responsibility to determine the hours and days during which District programs and services shall be available to students and the community, consistent with the administrative compensation plan, individual contracts, applicable collective bargaining agreements, and Board resolutions." Employees are to "adhere to their assigned work schedules." As noted in the Overview of Charges, surveillance footage reveals that [Employee X]'s presence at his office irregularly, often less than eight hours per day, less than seven hours per day in some instances, and less than four hours on one day in a twenty-eight (28) day period.

- **Policy 815 – Failure to Comply with Computer and Internet Usage Policy.**

Policy 815 states that the users of District computers and internet are "expected to act in a responsible, ethical and legal manner in accordance with Board policy, accepted rules of network etiquette and federal and state law and regulations." This Policy specifically prohibits "[a]ccessing, sending, receiving, transferring, viewing, sharing or downloading obscene, pornographic, lewd or otherwise illegal materials, images or photographs." As noted in the Overview of Charges, [Employee X] has violated the Policy on a number of occasions.

C. Improper Conduct - Insubordination

Similarly, the District's Board of School Directors "have the right at any time to remove any of its . . . employe[e]s . . . for . . . improper conduct." 24 P.S. §5-514. The District's School Board of Directors has the discretion in deciding what conduct is improper for its employees. School Dist. of Philadelphia v. Pujer, 500 A.2d 905, 907 (Pa. Commw. Ct. 1992). "Improper conduct" may include a "breach of trust" or a "misuse of power." Barhight v. Board of Directors of Bradford Area School District, 689 A.2d 327, 329 (Pa. Commw. Ct. 1997). "Improper conduct" may also be "conduct contrary to proper procedure." Barnhardt v. Lincoln Intermediate Unit No. 12, Civ. No. 08-S-750 (Adams Co. Oct. 16, 2009). See, Cambria v. Bd. of Sch. Directors of Exeter Twp. Sch. Dist., 2014 WL 1758467, at *10 (Pa. Commw. Ct. Apr. 30, 2014) We further conclude that, although no specific prohibition of the conduct at issue is required to establish improper conduct in order to support a dismissal under section 514...there must be evidence that Improper conduct may be established by conduct “not in accord with established school district standards, and [. . .]fairly considered equivalent to incompetency, intemperance, neglect, or violation of school laws.”).

The Commonwealth Court has described insubordinate acts as those that are “hostile” and represent “outward expressions of an unwillingness to follow reasonable directives and to comply with direct orders," clearly evidencing “an uncooperative and a belligerent spirit.” Clairton Sch. Dist. v. Strinich, 413 A.2d 26, 29 (Pa. Commw. Ct. 1980)). More broadly, it has further explained that insubordination “denotes either disobedience or defiance or contempt of authority and is quite literally an unwillingness to submit oneself to the authority of an organizational superior.” McCain v. Com., Dept. of Educ., East Stroudsburg State College, 454 A.2d 667, 669 (Pa. Commw. Ct. 1983).

As set forth above in the Overview of Charges, [Employee X] was insubordinate with respect to his open disregard to his working hours and the aforesaid District Policies. Such conduct in and of itself is sufficient to impose discipline and in conjunction with prior discipline, warrants more severe discipline.

The School District reserves the right to amend or otherwise modify these charges, depending on the information which is received pursuant to additional discovery or other information which is obtained through the course of the Hearing and/or this process.

If you demand a hearing, you will have the following rights:

1. The right to be represented by counsel;
2. The right to hear the witnesses and evidence against you and to cross-examine said witnesses;
3. The right to present witnesses and evidence on your own behalf and to testify on your own behalf;
4. The right to have your choice of either a public or a private hearing; and
5. All other rights guaranteed to you by the Constitution and applicable law.

If you fail to demand a hearing by the date set forth above, you will lose all of the foregoing rights.

If you have any questions, feel free to contact or have your attorney contact David J. Truelove, who will be representing the administration in the prosecution of this case. His address, e-mail address, and telephone number are as follows:

David J. Truelove, Esquire
Hill Wallack LLP
1000 Floral Vale Boulevard
Yardley, PA 19067
dtruelove@hillwallack.com
267-759-2075

BENSALEM TOWNSHIP SCHOOL DISTRICT

____
BY: DR. DEBORAH KING, President

Dated: ________________________

____
ATTESTED TO BY: CAROLYN J. RILEY, Secretary

Dated: __________________________

Attachment: Exhibit A

cc: Dr. Victoria Velazquez, Interim Superintendent (Via E-Mail)
Dr. Donna L. Minnigh, Acting Assistant Superintendent (Via E-Mail)
Dr. Shawn E. Mark, Acting Director of Human Resources (Via E-Mail)
David J. Truelove, Esquire, Solicitor

[redacted] statement - 7-27-2026

Thank you for giving me the opportunity to speak today.

I want to begin by acknowledging that I made a number of poor decisions. I understand the seriousness of the allegations before you, and I recognize that my conduct fell below the standards expected of me as an employee. I regret my actions and the disappointment they have caused the district, my colleagues, and those who placed their trust in me. I am not here to deny responsibility or make excuses.

There is, however, an important part of my circumstances that I respectfully ask the district to consider.

[redacted]

[redacted]

I am not offering [redacted] as an excuse for the poor choices I made. I accept responsibility for those choices and deeply regret them. I only ask that you consider the circumstances in which they occurred and understand that I was coping with a [redacted] while trying to continue working.

I have been a loyal employee of this district for 25 years. During those years, I took pride in my work, in serving this district, and in being someone my colleagues and supervisors could depend upon. I know that my recent conduct does not reflect the employee I have worked to be throughout my career, and I deeply regret allowing my judgment to fail.

I understand that the district must hold its employees to high standards, and I recognize that trust has been damaged. I also understand that trust cannot be restored through words alone, but through consistent actions over time.

If I am given another opportunity, I am willing to accept reasonable expectations, additional accountability, and whatever steps are necessary to demonstrate that I can meet the standards expected of me. I want to prove through my actions that I can rebuild the trust I have damaged.

Today, I am asking for compassion and for the opportunity to earn back that trust. I am going through the most frightening and uncertain period of my life. I am facing a [redacted], and the possibility of losing the job and career that I have dedicated 25 years to. I do not want to lose my position with this district, and I respectfully ask that you consider whether there is an alternative to termination.

I am not asking the district to ignore the seriousness of its concerns. I am asking you to consider my entire record, my years of service, the circumstances surrounding this difficult period, and whether I can be given the chance to demonstrate that this moment does not define my entire career.

I know I cannot change what has already happened. I can only tell you that I sincerely regret my decisions, that I have learned from this experience, and that I am committed to doing better moving forward.

I am asking you not to judge my entire 25-year career solely by the worst period of my life. I am asking for the opportunity to show you that the dedicated employee who served this district for 25 years is still here.

Thank you for listening, for considering my years of service, and for considering my request for compassion and one final opportunity.