DERRY AREA SCHOOL DISTRICT

BOARD OF EDUCATION

Special/Agenda Prep Meeting

Thursday, October 22, 2026 6:45 PM
High School Audion, 988 North Chestnut Street, Derry, PA 15627

1. **OPENING OF MEETING**

1.A. Call to Order: Board President

1.B. Roll Call: Board Secretary
Description:
Steve Frye - President
Nancy Findish - Vice President
Josh Campbell
Mike Dorohovich
Dan Lynch
Clint McChesney
Chad McIntire
Daniel Schall
Donna Showalter

1.C. Pledge of Allegiance

1.D. Executive Session Recap: Solicitor

2. **SUPERINTENDENT'S REPORT**
Description: Four A's Focus - ARTS

Pennsylvania Art Education Association (PAEA) Designation for DASD as an outstanding visual arts community for the 2025-2026 school year.

Teacher Recognition
Mrs. Kristen Anderson (GV)
Mrs. Bethany Perri (MS)
Mr. Brian Sabo (HS)

3. **PRESENTATIONS**

4. **COMMITTEE REPORTS**

5. **VISITOR COMMENTS - AGENDA ITEMS ONLY**

6. **APPROVAL OF MINUTES**

7. **APPROVAL OF BILLS**

8. **APPROVAL OF FINANCIAL REPORTS**

9. **PERSONNEL - RESIGNATIONS/RETIREMENTS/LEAVES**

9.A. Resignation K-8 E-Academy Coordinator

Recommended Motion(s): Motion to accept the resignation of Sean Myers as the K-8 E-Academy Coordinator effective October 23, 2026 or date as mutually agreed upon.

10. **PERSONNEL - EMPLOYMENT**

10.A. Employ Technology Support Specialist

Recommended Motion(s): Motion to employ Luke Joseph as a Technology Support Specialist, effective upon release from current employer, at a salary of $50,000, prorated for the 2026-2027 school year, and benefits as per the individual employment contract, pending receipt of all necessary paperwork and clearances.

10.B. Employ Middle School Student Council Advisor Supplemental

Recommended Motion(s): Motion to employ Angel Scalamogna as the Middle School Student Council Advisor, effective for the 2026-2027 school year, at a supplemental rate as determined by the DAEA contract.

10.C. Employ Grade 2 Grade Level Lead Supplemental

Recommended Motion(s): Motion to employ Bobbi Jo O'Hanlon as the Grade 2 Grade Level Lead, effective October 23, 2026, at a supplemental rate as determined by the DAEA contract, prorated for the 2026-2027 school year.

10.D. 2026-2027 Substitutes 6

Recommended Motion(s): Motion to approve the attached list of substitutes for the 2026-2027 school year, pending receipt of all required clearances and documentation.

11. **PERSONNEL - CONFERENCES**

11.A. Infusing East Asia into K-12 Curriculum Workshop

Recommended Motion(s): Motion to approve employee #539 to attend the Infusing East Asia into K-12 Curriculum Workshop held at Saint Vincent College, in Latrobe, PA on October 28, 2026, at an estimated cost of $150 paid with District funds.

12. **ATHLETICS**

12.A. Employ Winter & Spring Strength & Conditioning Coach
Description: Fall season Strength & Conditioning Coach will remain vacant.

Recommended Motion(s): Motion to employ Joseph Mylant as the Winter and Spring Seasons Strength & Conditioning Coach effective for the 2026-2027 school year, at a salary for $2,500 per season, pending receipt of all necessary clearances and paperwork.

12.B. Athletic Equipment/Uniform Disposals 7

Recommended Motion(s): Motion to dispose of the attached list of obsolete and damaged inventory in accordance with board policy 706.1 (Disposal of Surplus Property and Equipment).

13. **BUSINESS AFFAIRS**

13.A. Adelphoi Village Day Treatment Agreement 8

Recommended Motion(s): Motion to renew an agreement with Adelphoi Village, Inc. for Day Treatment services on an as-needed basis for the 2026-2027 school year.

13.B. River Rock Academy Agreements 23

Recommended Motion(s): Motion to approve an agreement with River Rock Academy, LLC for Alternative Education and Secondary & Elementary Services on an as-needed basis for the 2026-2027 school year.

13.C. Ignite Education Solutions Contract Addition 39

Recommended Motion(s): Motion to approve an agreement with Ignite Education Services to provide two additional Personal Care Assistants for the 2026-2027 school year.

13.D. Tax Assessment Appeal Appraisal Services

Recommended Motion(s): Motion to approve the proposal by Provident Real Estate Advisors, LLC to provide real estate appraisal services for the district at an amount of $3,250 as it relates to an ongoing real estate tax assessment appeal.

13.E. 2026-2027 Volunteers 40

Recommended Motion(s): Motion to approve the attached Volunteer list for the 2026-2027 school year.

13.F. Field Trips & After School Activities 41

Recommended Motion(s): Motion to approve the enclosed field trips and after school activities, pending conditions at the time of the event.

13.G. Bus Drivers & Aides 42

Recommended Motion(s): Motion to approve the attached Smith Bus Drivers & Aides for the 2026-2027 school year, pending receipt of all necessary paperwork and clearances.

13.H. 2027 PSBA Officer Elections

Recommended Motion(s): Motion to authorize the Board Secretary to cast votes for the 2027 PSBA Delegates as follows: President-elect: Matt Vannoy (only candidate) or abstain: Vice President: Kristy Bolte (only candidate) or abstain: Treasurer: David Hein (only candidate) or abstain: PSBA Insurance Trustees (Choose two): Marianne L. Neel, Dr. Michael Faccinetto, or abstain.

14. **VISITOR COMMENTS - NON-AGENDA ITEMS**

15. **OTHER CONCERNS**

Description: Next meeting date November 5, 2026 - 6:45pm in the High School Audion

16. **ADJOURNMENT OF MEETING**

16.A. Adjournment

Recommended Motion(s): Motion to adjourn the meeting.

SUBSTITUTE PROFESSIONAL STAFF		
FIRST	**LAST**	**CERTIFICATION**
Jamie	Hays	Elementary K-6
Andrew	Downs	Emergency Substitute
Katherine	Akins	Emergency Substitute
Eric	Spencer	*Cert Pending
SUBSTITUTE SUPPORT STAFF		
FIRST	**LAST**	**POSITION**
Kim	Huss	Substitute Secretary/Aide
Dakota	Everett	Substitute Secretary/Aide

DERRY AREA SCHOOL DISTRICT
982 North Chestnut Street Ext.
Derry, PA 15627-7600
dasd.us
Telephone: 724-694-1401
Fax: 724-694-1429

Dr. Kathy Perry
Assistant to the Superintendent

Dr. Gregory A. Ferencak
Superintendent

Mr. Scott A. Chappell
Business Administrator

Track items that were either ripped, wrong color, faded, or damaged:

38 - Dark blue sweatshirts
60 - Dark blue sweatpants
42 - Royal blue sweatshirts
50 - Royal blue sweatpants
48 - Black sweatpants
150 - Blue shorts
150 - Gold tanks
64 – White t-shirts

Football/Weight room equipment that is either damaged or obsolete:

300 (approximately) - used/old chin straps
40 - shoulder pads
2 - duffel bags of sideline coats
1 - tote of old blue game pants
1 - tote of old white game pants
2 - duffel bags of used football cleats
3 - large boxes of old face masks/helmets
1 - box of yellow pinnies
2 - car tires
Various helmet parts

Football Jersey's for donation to the Derry Trojan Gridiron Association (DTGA) for an upcoming fundraiser:
2 - duffel bags of old white game jersey's
1 - box of old blue game jersey's

PURCHASE OF SERVICE AGREEMENT

DAY EDUCATION SUPPLEMENTAL CONTRACT

This AGREEMENT is made the _____ day of _____,_____, between Adelphoi Village, Inc. (Hereinafter "Service Provider") with its principle place of operations located at 1119 Village Way, Latrobe, PA 15650 and the Derry Area School District (Hereinafter "School Entity), 982 N Chestnut Street Ext, Derry, PA 15627. This agreement shall be in force and effect from August 1, 2026 through June 30, 2027 inclusive.

WITNESSETH:

Whereas, the Service Provider, when appropriate, is certified and approved to provide child welfare services for children and you, and is desirous of making such services available to the School Entity; and

WHEREAS, the School Entity has entered into a contractual arrangement, as further described herein,

NOW, therefore, in consideration of the mutual promises contained herein; the parties, intending to be bound hereby, it is mutually understood and agreed as follows:

I. **GENERAL PROVISIONS**

A. This agreement is subject to all applicable provisions of State and Federal Law and regulations related to the provision, delivery and funding of child welfare services to child and youth.

B. The Service Provider, for and in consideration of the compensation hereinafter set forth, agrees to provide child welfare services.

II. TERM

A. A "Term" for purposes of this Agreement, "Term" shall be defined as the School Entity 2026-2027 school year of 180 days.

III. **REFERRAL INFORMATION AND PRE-PLACEMENT**

A. Prior to the acceptance of a child, the School Entity shall provide the Service Provider with referral information, which may include a medical history, school information, and psychological and psychiatric evaluations. In addition, the Service Provider's program description may also require specific referral information.

IV. **REPORTS**

A. The Service Provider shall submit to the School Entity progress reports in accordance with applicable state regulations or funding requirements

B. Such reports shall contain any and all information requested and shall be submitted by the date due, or fourteen (14) calendar days of the date of discharge or the date on which request for the same is made by the School Entity.

V. TRANSPORTATION

A. The School Entity shall be responsible for transportation costs for students from their home to the Adelphoi Village Day Education Program location. The School Entity shall also be responsible for transportation for students attending the Day Education Program to their residence at the end of each day.

VI. PAYMENTS

A. The School Entity, in consideration of the services provided by the Service Provider under this Agreement and other costs as specified, shall pay the costs of the services rendered on a per diem or unit of service basis for the first and all subsequent days of care including the day of discharge. The fee schedule and/or rates for services as agreed upon by the School Entity and Provider are listed in **Attachment A.**

B. Billing statements will be rendered to the appropriate School Entity department on or before the seventh (7^{th}) calendar day of the month immediately following the provision of services. The School Entity shall issue payment no later than thirty (30) calendar days from the date the invoice was received.

C. Agreement Extension: Should parties fail to agree to rates applicable to the next agreement year, the rates and terms of this agreement will continue to apply and be binding on the parties for the services described herein until a new agreement has been executed. Upon the execution of a new agreement, any financial adjustment shall be reconciled as of the beginning of the agreement period.

D. The School Entity reserves the right to withhold payment if any one of the following are not followed:

- A discrepancy exists, which warrants a new billing statement
- Provisions of the contract are not followed or complied with as stated in Section IV - Reports
- A group home, child care institution, or Foster Family home receives a provisional license

The School Entity may only withhold payment for that portion of the statement, which is in dispute. It is the responsibility of the School Entity to notify the Service Provider of any dispute in the billing statement as soon as possible, but in no case shall notice be made after the last day of the month in which a billing statement was submitted by the Service Provider in a timely manner.

VII. CONFIDENTIALITY

A. In general:

The Service Provider and the School Entity, their agents and employees shall perform their respective obligations under this Agreement in such a manner as to insure that records, names, and identities of persons counseled, treated, or rehabilitated, including all person formerly counseled, treated, or rehabilitated, shall remain confidential, except as disclosure is permitted by law.

Photographs, videos and/or recordings, which in any way identify a child, shall not be released without the consent of the child, the parents and the School Entity representative.

B. **HIPAA**

The Service Provider agrees to fully and completely comply with all Federal, State and Local laws, rules and regulations regarding the confidentiality or privacy of patient information or other information or date relating to the physical or mental health or condition of an individual ("Applicable Law"), to the extent such information or date is created or received by the Service Provider from, on behalf of, or under a contract/agreement with the School Entity or a person doing business with the School Entity. This obligation Specifically includes, but is not limited to, the provisions of the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, and the regulations promulgated there under (collectively "HIPAA").

In addition, also without limiting the generality of the foregoing, the Service Provider agrees not to use, communicate, publish or otherwise disclose any protected health information to any person, other than to the School Entity except upon proper authorization of the individual whose health information is the subject of the use or disclosure, or as otherwise provided by applicable law. The Service Provider agrees to notify the School Entity promptly in the event of the unauthorized use or disclosure of protected health information by or on behalf of the Service Provider.

To the extent that the Service Provider provides protected health information to any subcontractor or agent, the Service Provider agrees to provide such protected health information only in accordance with applicable law and further agrees to ensure that any such subcontractor or agent agrees to the same restrictions and conditions that apply to the Service Provider hereunder with respect to such health information.

The Service Provider agrees to comply with any additional patient confidentiality requirement relating to health information imposed by the Federal or Commonwealth governments or by the School Entity ("Other Privacy Requirements") and to promptly execute and deliver documents and instruments necessary in the reasonable opinion of the School Entity to comply with applicable law and to confirm the Service Provider's compliance with its obligation under the Applicable Law, including but not limited to HIPAA, other privacy requirements and this confidentiality section of this agreement.

The specific obligations of the Service Provider and School Entity are addressed in the Business Associate **Attachment B** to this Agreement.

VIII. NON-DISCRIMINATION CLAUSE

In carrying out the terms of this Agreement, both parties agree not to discriminate against any employee or client or other person on account of age, race, sexual orientation, color, sex, religious creed, national origin, marital status, or disability. The Service Provider and the School Entity shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, any pertinent Executive Order of the Governor and with all law prohibiting discrimination in hiring or employment opportunities and the provision of child welfare services.

Pursuant to Federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. Section 35,101 et. seq., the Service Provider understands and agrees that no individual with a disability shall, on the basis of disability, be excluded from participation in the contract or from activities provided under this contract. As a condition of accepting and executing this contract, the Service Provider agrees to comply with the "general prohibition against discrimination", 28 C.F.R. Section 35.130 and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to benefits, services, and activities provided by the School Entity through contract with outside contractors.

IX. CONFLICT OF INTEREST

The Service Provider agrees to notify the School Entity in writing as soon as the provider learns that:

A. A current employee of the School Entity has commenced, or is intending to commence, employment with the Service Provider while continuing to maintain School Entity employment; or

B. A current employee of the School Entity has performed, or is intending to perform, services for a Service Provider as an independent contractor while continuing to maintain School Entity employment. Any written notice required to be given under this section shall specify the School Entity employee's name, the nature of the School Entity employee's employment or the subject of the School Entity employee's contract with the Provider, and the date on which the School Entity employee's employment or contract with the Provider commenced.

X. INSURANCE

All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, which are licensed to do business in the Commonwealth of Pennsylvania. Certificates of Insurance evidencing the existence of such insurance shall be submitted to the School Entity at least ten (10) calendar days before work is begun. If the term of this agreement coincides with the term of the Service Provider's insurance coverage, a certificate from the expiring policy will be accepted, but a certificate evidencing

renewed coverage or a new policy must be presented to the School Entity no later than thirty (30) calendar days after effective date of the policy.

Each policy and Certificate of Insurance shall contain: an endorsement naming the School Entity as additional insured party there under; and a provision that at least thirty (30) calendar days prior written notice be given to the School Entity in the event coverage is cancelled; not renewed or the limits of coverage are reduced.

If the Service Provider desires to self-insure any or all of the coverage's listed in this section, it shall provide to the School Entity documentation that such self-insurance has received all the approvals required by law or regulation, as well as the most recent audited financial statement of the Service Provider's insurance. Any coverage which is self-insured shall provide the same coverage, limits and benefits as the coverage's listed in this section.

If the Service Provider fails to obtain or maintain the required insurance, the School Entity shall have the right to treat such failure as a material breach of the contract and to exercise all appropriate rights and remedies.

The Service Provider shall procure and maintain in full force and effect covering the scope of the services rendered under this Agreement, insurance in the types and limits specified below. In addition to the insurance coverage and limits specified herein, the Service Provider shall obtain any other insurance coverage as may be required by law.

A. General Liability Insurance

1. Limits of Liability $1,000,000 per occurrence; $1,000,000 in the aggregate

2. Coverage: Premise operations, contractual liability, personal injury Liability, products and completed operations, vicarious liability for independent contractors, employees and volunteers as additional insured, and completed operations coverage.

B. Umbrella/Excess Liability insurance

1. Limits of Liability $2,000,000 per occurrence; $7,000,000.00 in the aggregate

C. Worker's Compensation and Employer's Liability Insurance

1. Limits of Liability: Workmen's Compensation - Statutory Limits

2. Other states coverage and Pennsylvania endorsement.

D. Automobile Liability

1. Limit of Liability: $1,000.000 per occurrence combined single limit for bodily injury and property damage liability.

2. Coverage: Owner, non-owned and hired vehicles. Coverage limits apply.

E. Professional Liability Insurance

1. Limit of Liability: $1,000,000 per occurrence; $3,000,000 in the aggregate.

2. Coverage for occurrences happening during the performance of services required under this Agreement shall be maintained in full force and effect under the policy. If coverage is on a claims-made basis, the policy shall include "tail coverage" for up to a two-year period of exposure.

F. Subcontractors for Direct Client Services

The Service Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates, endorsements, or other proof of coverage for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated in this Agreement, including MA eligible services.

XI. SERVICE PROVIDER RESPONSIBILITY PROVISIONS

A. The Service Provider certifies that it is not currently under suspension or debarment by the School Entity, Commonwealth, any other state, or the federal government, and if the Service Provider cannot so certify, then it agrees to submit along with the bid/proposal, a written explanation of why such certification cannot be made.

B. If the Service Provider enters in to subcontracts or employs under this Agreement any subcontractors/individuals who are currently suspended or debarred by the School Entity, Commonwealth or federal government or who become suspended or debarred by the Commonwealth or federal government during the term of this agreement or any extension or renewal thereof, the School Entity or Commonwealth shall have the right to require the Service Provider to terminate such subcontracts or employment.

C. The Service Provider agrees to reimburse the School Entity or Commonwealth for the reasonable costs of investigating the Service Provider's compliance with terms of this or any other agreement between the Service Provider and the School Entity or Commonwealth which result in the suspension or debarment of the Service Provider or its subcontractor. Such cost shall include, but are not limited to, salaries, of the investigators, including overtime, travel, and lodging expenses and expert witness and documentary fees. The Service Provider shall not be responsible for investigative costs, which do not result in Service Provider's or subcontractor's suspension or debarment.

D. The Service Provider may obtain the current list of suspended and debarred contractors by contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Phone: (717) 763-6472
FAX: (717) 787-9138

XII: RELATIONSHIP OF PARTIES

The Service Provider, its employees, representatives and subcontractors shall not be considered and shall not hold themselves out as the employees or representatives of the School Entity. The basic relationship between the Service Provider and the School Entity is that of independent contractors. The Service Provider does not have the authority to bind the School Entity.

XIII: HOLD HARMLESS PROVISION - INDEMNIFICATION

The Service Provider shall indemnify and hold the School Entity free and harmless from and against any and all liabilities, losses, settlements, claims, demands and expenses of any kind (including but not limited to court costs and attorney's fees), which may result or arise out of any one or more of the following: (1) the acts or omissions of the Service Provider including any act or omission constituting a breach of this Agreement; (2) any dispute with or claims by the Service Provider's subcontractors, agents, clients or other contractors; and (3) any alleged defamation, breach of contract, malpractice, fraud, negligence or intentional misconduct caused or purported to have been caused by the Service Provider, its agents, employees, subcontractors or representatives in the performance or omission of any act or responsibility of the Service Provider under this Agreement. The Service Provider's obligations under this section shall survive termination or cancellation of the Agreement (this agreement for which the school entity could be liable under applicable law).

The School Entity shall indemnify and hold the Service Provider free and harmless from and against any and all liabilities, losses, settlements, claims, demands and expenses of any kind (including but not limited to court costs and attorney's fees), which may result or arise out of any one or more of the following: (1) the acts or omissions of the School Entity, including any act or omission constituting a breach of its obligations and responsibilities under this Agreement; (2) any alleged defamation, breach of contract, malpractice, fraud, negligence or intentional misconduct caused or purported to have been caused by the School Entity, its agents, or employees in the performance or omission of any act or responsibility of the School Entity under this Agreement. The School Entity's obligations under this section shall survive termination or cancellation of this Agreement.

XIV. FORCE MAJEURE

The Service Provider hereto shall not be held responsible for delay or failure

is due to fire, flood, epidemic, strike, acts of God or the public enemy, unusually severe weather, legal acts of the public authorities or delay or default which cannot reasonably be foreseen or provided against.

XV. ASSIGNMENT

The Service Provider shall not assign/subcontract any part of this Agreement without prior written approval of the School Entity.

XVI. RIGHTS IN DATA; COPYRIGHT AND DISCLOSURE

A. Definition: The term "data" as used herein, included written reports, electronic communication drawings, studies and works of any similar nature, which is required to be delivered under this Agreement. It does not include Service Provider's financial reports or other information incidental to the administration of this Agreement.

B. Rights in Data and Copyrights: Any and all data prepared by the Service Provider in connection with the services contemplated under this Agreement shall become the exclusive property of the School Entity and the School Entity shall have the full right to use such data for any official purpose in whatever manner deemed desirable and appropriate. The Service Provider hereby grants and/or assigns all rights, titles, interest in and interest to all data prepared solely by the Service Provider, including but not limited to, all copyrights and any and all other intellectual property rights, to the School Entity. In addition, the Service Provider shall not include in the data it provides to the School Entity any data copyrighted by another entity without the written approval of the School Entity, unless the Service Provider provides the School Entity with written permission of the copyright owner for the School Entity to use such copyrighted matter in a manner provided herein.

XVII. MODIFICATION

This document, and all attachments which have been incorporated by reference, contains all the terms, provisions, and conditions of this Agreement. No term or provision may be unilaterally modified or amended. Any alteration must be reduced to writing and signed by the parties to this Agreement and attached to the original of the Agreement.

XVIII. TERMINATION

If either party fails to fulfill in a timely or proper manner its obligations under this Agreement, or if either party violates any of the covenants or stipulations of this Agreement, the party injured thereby shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof, at least, thirty (30) days before the effective date of such termination. In the event of termination, all finished or unfinished documents, data, studies, photographs and reports or other material

prepared by the Service Provider under this Agreement shall, at the option of the School Entity, become the property of the School Entity, and the Service Provider shall be entitled to receive compensation for work completed on such documents and other materials.

All contractual matters relating to the provision of the service by the Service Provider shall, upon termination by either party, be settled within thirty (30) days of the date of termination by the rendering of a bill marked "final bill" by the Service Provider to the School Entity.

XIX. DRUG-FREE WORKPLACE

Provider shall certify to the Agency that the provider is in compliance with the Drug-Free Workplace Act, 41 U.S.C. (subsection sign) 701.et.seq. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documents as for medical purposes) on the worksite by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and that violators of this policy may be removed or barred from the worksite at the discretion of the School Entity.

Provider will assure compliance with the Clean, Indoor Air Act, signed into law by Governor Edward G. Rendell on June 13, 2008. This act "bans smoking in private homes, private residences or private vehicles during the time that the home, residence, or vehicle is being used to provide care of children and youth in State or School Entity custody". In addition, foster and adoptive homes must post at least one universal no-smoking sign.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereby set their hands and seals, causing this Agreement to be executed and legally finding effective July 1, 2026 through June 30, 2027.

Derry Area School District

BY_____ _____

Greg Ferencak
Superintendent

Date

Adelphoi Village, Inc.

BY Mark Mortimer _____ 9/22/26

Mark Mortimer
President

Date

Attachment A

Adelphoi Village, Inc. Per Diem Schedule
July 1, 2026 - June 30, 2027

SERVICES PROVIDED	PER DIEM
Additional Services:	
School Year	$ 83.57

HIPAA/HITECH BUSINESS ASSOCIATE TERMS AND CONDITIONS

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of these Terms and Conditions and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall supersede these Terms and Conditions. Where provisions of these Terms and Conditions are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of these Terms and Conditions shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that 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. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to these Terms and Conditions.

II. CONFIDENTIALITY AND SECURITY REQUIREMENTS

(a) Business Associate agrees:

i. to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under these Terms and Conditions (if consistent with these Terms and Conditions and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule, and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements;

ii. upon termination of the underlying Agreement to which these Terms and Conditions are attached and incorporated (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will immediately return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of these Terms and Conditions to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;

iii. to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such

information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach these Terms and Conditions;

iv. Business Associate shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the Covered Entity, in writing, of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the Covered Entity's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide such notification to Covered Entity without unreasonable delay and in no event later than **30** calendar days after discovery of the breach. All breaches discovered by the Business Associate must be reported, in writing, to the Covered Entity's HIPPA Security Officer. Such notification will contain the elements required in 45 CFR § 164.410; and

v. Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be "marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to Business Associate.

(b) Notwithstanding the prohibitions set forth in these Terms and Conditions, Business Associate may use and disclose Protected Health Information as follows:

i. if necessary, for the proper management and administration of Business Associate, while performing contracted services as defined in the underlying Agreement to which these Terms and Conditions are attached and incorporated, or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

A. the disclosure is required by law; or

B. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

ii. for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of these Terms and Conditions, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted by these Terms and Conditions. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Security and Privacy Rule.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with these Terms and Conditions of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of these Terms and Conditions, "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. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of these Terms and Conditions.

III. AVAILABILITY OF PHI

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule and Section 13405(c)(3) of the HITECH Act. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

IV. TERMINATION

Notwithstanding anything in these Terms and Conditions to the contrary, Covered Entity shall have the right to terminate the underlying Agreement to which these Terms and Conditions are attached and incorporated immediately if Covered Entity determines that Business Associate has violated any material aspect of these Terms and Conditions. If Covered Entity reasonably believes that Business Associate will violate a material aspect of these Terms and Conditions and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited aspect of these Terms and Conditions within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate the underlying Agreement to which these Terms and Conditions are attached and incorporated immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Security and Privacy Rule, the Parties to the underlying Agreement to which these Terms and Conditions are attached and incorporated do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this underlying Agreement to which these Terms and Conditions are attached and incorporated and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

These Terms and Conditions may only be amended or modified in writing and signed by both Parties. No Party may assign its respective rights and obligations under these Terms and Conditions without the prior written consent of the other Party. None of the provisions of these Terms and Conditions are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of these Terms and Conditions and any other agreements between the Parties evidencing their business relationship. These Terms and Conditions will be governed by the laws of the Commonwealth of Pennsylvania and both parties agree that jurisdiction over matters relating to these Terms and Conditions resides with the Lancaster County Court of Common Pleas. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of these Terms and Conditions, the provisions of the more restrictive documentation will control. The provisions of these Terms and

Conditions are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of these Terms and Conditions will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of these Terms and Conditions fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, including any then-current requirements of the HITECH Act or its regulations, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend these Terms and Conditions, if necessary to bring it into compliance. If, after such thirty-day period, these Terms and Conditions fail to comply with the HIPAA Security and Privacy Rule, including the HITECH Act, then either Party has the right to terminate upon written notice to the other Party.

Rev 9/16/25

ALTERNATIVE EDUCATION FOR DISRUPTIVE YOUTH

ACT 48 Program Agreement for Services

Official public school name: DERRY AREA SCHOOL DISTRICT

Official approved private provider name: RIVER ROCK ACADEMY LLC

AND NOW, this 22nd day of September 2026, RIVER ROCK ACADEMY LLC with a principal place of operations located at 334 Philadelphia Street, Indiana, PA 15701, and the DERRY AREA SCHOOL DISTRICT enter into this Act 48 Program Placement Agreement as follows:

WHEREAS, RIVER ROCK ACADEMY LLC primary operations is an approved independent contractor for the delivery of alternative education services for disruptive youth and has been since 2005.

WHEREAS, DERRY AREA SCHOOL DISTRICT and, RIVER ROCK ACADEMY LLC have entered into a contractual arrangement, as further described herein, wherein DERRY AREA SCHOOL DISTRICT will have certain placement rights regarding "disruptive youth", as defined in the Act that DERRY AREA SCHOOL DISTRICT desires to place their students into the RIVER ROCK ACADEMY LLC'S program for educational and counseling services.

NOW THEREFORE, in accordance with the aforesaid recitals, RIVER ROCK ACADEMY LLC and DERRY AREA SCHOOL DISTRICT, intending to be legally bound, agree as follows:

1. **DEFINITIONS**: The following definitions apply regarding the text of this Agreement:

   a. **"TERM".** For purposes of this Agreement, "Term" shall be defined as the 2026 2027 school year.

   b. **"PROGRAM".** For purposes of this Agreement, "Program" shall be defined as the, RIVER ROCK ACADEMY LLC Act 48 program;

   c. **"PUBLIC SCHOOL".** For purposes of this Agreement, "PUBLIC SCHOOL" shall collectively be defined as all schools of the DERRY AREA SCHOOL DISTRICT, acting by and through their authorized employees, agents and representatives; and

   d. **"STUDENT".** For purposes of this Agreement, "Student" shall be defined as a male or female in middle school, high school, or an area-vocational school at

DERRY AREA SCHOOL DISTRICT who has been officially enrolled and designated as a “disruptive youth” in accordance with the Act.

2. **MATRICULATION RIGHTS**: DERRY AREA SCHOOL DISTRICT shall have the right to matriculate students into the RIVER ROCK ACADEMY LLC program, under the following terms and conditions:

   a. DERRY AREA SCHOOL DISTRICT shall certify to RIVER ROCK ACADEMY LLC that the student is “disruptive” as defined in the Act and provide all pertinent information to RIVER ROCK ACADEMY LLC regarding said student;

3. **COST/PAYMENT**: DERRY AREA SCHOOL DISTRICT shall compensate RIVER ROCK ACADEMY LLC for the program services rendered to students as agreed or set below:

   A per diem rate as detailed in the “Contract for Student Services” for the Indiana County RRA program (AEDY) which includes Behavior Management, Therapeutic, and Educational services. Transportation will be provided by the DERRY AREA SCHOOL DISTRICT. RIVER ROCK ACADEMY will invoice the DERRY AREA SCHOOL DISTRICT on a monthly basis.

4. **DURATION**: School Year 2026 2027

5. **COMPLIANCE – PDE GUIDELINES**: During the entire term of this Agreement, RIVER ROCK ACADEMY LLC and DERRY AREA SCHOOL DISTRICT warrant to each other that they shall both be and remain in compliance with Act 30, Act 48, 2015 2017 Guidelines regarding Private Alternative Education Institutions or any other requirements issued by the Commonwealth of Pennsylvania, Department of Education, or any other applicable statute or ordinance regarding all aspects of the Act 48 Program referenced herein. In addition, the following specific warranties and assurances apply:

   I. FACILITIES/ENVRIONMENT HEALTH AND SAFETY:

   a. RIVER ROCK ACADEMY LLC warrants that its educational facility conforms to all applicable State and local statutes, regulations and building and safety code requirements, in addition to fire and panic requirements of the Commonwealth of Pennsylvania and Indiana County, and that said facility has been approved by the Licensing and Inspection Bureau of Indiana County, and that a valid Certificate of Occupancy has been issued by said Department of Labor and Industry AND IS ON DISPLAY AT EACH FACILITY.

b. RIVER ROCK ACADEMY LLC shall provide to DERRY AREA SCHOOL DISTRICT upon written request, any original licenses for review.

c. RIVER ROCK ACADEMY LLC warrants that its educational facility currently complies with all physical welfare and safety statutes, regulations, ordinances or mandates prescribed or issued by the Department of Environmental Protection and any applicable local governmental authority, and that said facility shall be and remain in compliance with all such physical welfare and safety statutes, regulations, ordinances or mandates during the entire term of this Agreement.

d. RIVER ROCK ACADEMY LLC warrants that its educational facility meets all state and local statutes regarding environmental health and safety and that artificial lighting facilities, heating facilities, ventilation and cleanliness standards are being provided in concert with 24 P.S. 7-736 and 7-737, 7-738, 7-739, and 7-740.

e. RIVER ROCK ACADEMY LLC has written procedures on file for student and parental/guardian concerns and that complaints are referred to the public school immediately.

II. SCHOOL FOOD SERVICE:

RIVER ROCK ACADEMY LLC shall NOT provide any food service and the requirements of Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Education Institutions set forth on page 36, items 21-2c do not apply.

III. STAFFING:

a. RIVER ROCK ACADEMY LLC warrants that all members of its staff are of good moral character and are at least 18 years of age, that they have been examined by a physician, have had tuberculosis testing, and that each member of the staff has a certificate from a physician on file verifying the examination and results of said examination in accordance with the aforesaid representation.

b. RIVER ROCK ACADEMY LLC warrants that all employees and members of its staff are citizens of the United States of America.

c. RIVER ROCK ACADEMY LLC warrants that all employees and members of its staff have applied for and received all applicable and appropriate background information, including Criminal History Records as required by 24 P.S. 1-111, Sexual Misconduct Background Checks (Act 168) and Pennsylvania Child Abuse History Clearances as required by 23

P.S. 6354, and that all records received show no evidence of a criminal background or a background of child abuse.

IV. STUDENT ATTENDANCE:

a. RIVER ROCK ACADEMY LLC warrants that it shall maintain records of student attendance in accordance with Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions as set forth on page thirty-six (36), items number 4a, 4b and 4c and the pupil attendance provisions under Chapter 11 of the State Board of Educational Regulations. The specific method for maintaining attendance records shall be by daily physical check of each student through the RIVER ROCK ACADEMY LLC administrative and teaching staff, documentation of said daily physical check in a written attendance log, kept on file at RIVER ROCK ACADEMY LLC, with daily contact to each parent or guardian of said student if said student is not present when school is in session.

V. STUDENT AND PROGRAM RECORDS:

a. RIVER ROCK ACADEMY LLC warrants that during the entire term of this Agreement, DERRY AREA SCHOOL DISTRICT shall receive a written progress report for each DERRY AREA SCHOOL DISTRICT'S student matriculated into RIVER ROCK ACADEMY LLC in accordance with Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions. The written progress reports shall include subject and credit information, progress grade information, attendance information, discipline records, student health, teacher and staff comments regarding said student's educational progress, and any applicable staff comments regarding the student's behavior, conduct or other pertinent issue regarding or related, in any way, with the education of said student.

b. RIVER ROCK ACADEMY LLC and DERRY AREA SCHOOL DISTRICT their agents and employees shall perform their respective duties to ensure that records, names, and identities, shall remain confidential as required for fulfillment of the terms of this agreement.

VI. TRANSPORTATION:

a. DERRY AREA SCHOOL DISTRICT will be responsible for transportation of said students to RIVER ROCK ACADEMY LLC'S program in accordance with 24 P.s. 13-1361 and 67 Pa. Code Chapter 171.

VII. REQUIREMENTS UNDER SAFE SCHOOLS:

a. RIVER ROCK ACADEMY LLC warrants that its Act 48 program complies with all provisions of Article XIII-A of the School Code as follows:

All new incidents involving acts of violence, possession of a weapon or possession, use or sale of controlled substances, or possession, use or sale of alcohol or tobacco by any person on school property shall be addressed by RIVER ROCK ACADEMY LLC administrative staff immediately, the student's parents and/or guardians shall be immediately notified and consulted, appropriate disciplinary action shall be taken by RIVER ROCK ACADEMY LLC administrative staff, and a written report shall be completed by RIVER ROCK ACADEMY LLC. Administrative staff shall set forth the name of the student and all pertinent information regarding the incident. A copy of said report shall be placed into the student's file and turned into the Department of Education.
All new incidents involving acts of violence, possession of a weapon and convictions or adjudication of delinquency for acts committed at the RIVER ROCK ACADEMY LLC educational facility, shall be processed handled in compliance with 24 P.S. 13-1307-A (Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions; Page 37, item 7).

RIVER ROCK ACADEMY LLC shall follow the Violence Policy with regard to all arrangements with local law enforcement when an incident involving an act of violence occurs, at or near the RIVER ROCK ACADEMY LLC educational facility.

VIII. SCHOOL HEALTH SERVICES

RIVER ROCK ACADEMY LLC warrants that it complies with Article 14 of the School Code and compliance with said statutes, ordinances and regulations shall be effectuated by means of providing a licensed and registered school nurse at the RIVER ROCK ACADEMY LLC educational facility.

Student Health Services will be provided jointly by the DERRY AREA SCHOOL DISTRICT and RIVER ROCK ACADEMY LLC. RIVER ROCK ACADEMY LLC employs a Licensed Practical Nurse that is available for consultation with students and staff, and provides medication administration training and supervision. Health & Immunization Records and proof of physical examination are to be on file with DERRY AREA SCHOOL DISTRICT by the date of admission. RIVER ROCK ACADEMY LLC will monitor for compliance and work jointly with the public school to maintain records under Article 14 of the School Code. Additional health services as required by the PA School Code will be jointly shared.

IX. ACADEMIC STANDARDS AND ASSESSMENTS:

RIVER ROCK ACADEMY LLC warrants that it complies in full with the academic standards and assessment under Chapter 4 of the State Board of Education Regulations and the academic standards for Reading, Writing, Speaking and Listening, and Mathematics that were adopted by the State Board of Education and published in the Pennsylvania Bulletin on January 16, 1999.

DERRY AREA SCHOOL DISTRICT and RIVER ROCK ACADEMY LLC will work cooperatively to ensure that all students required to take the PSSA (Pennsylvania State Standards Assessment) test will be given the test according to state regulations. DERRY AREA SCHOOL DISTRICT remains responsible to report the scores of the PSSA testing to the appropriate authority.

X. SPECIAL EDUCATION SERVICES AND PROGRAMS:

RIVER ROCK ACADEMY LLC and the DERRY AREA SCHOOL DISTRICT will collaborate in the development of an individualized instruction program for all students and the implementation of special education services for students identified. Special Education Services and provisions required under Chapter 14 of State Board of Education regulations will be strictly followed, including without limitations: (a.) a consultation with the student, parents/guardian will occur securing the student, parents/guardians written approval to enroll the student in the program (34 CFR 300.322); (b.) the student's I.E.P. will be updated to reflect the decision to enroll the student in the program. The referring district will also update the Evaluation Report prior to admission (34 CFR 300.324); (c.) Any services that are not provided by RIVER ROCK ACADEMY LLC or cannot be provided by RIVER ROCK ACADEMY LLC during the period of enrollment will be the responsibility of DERRY AREA SCHOOL DISTRICT and the student shall be considered as a "dual enrollment" under applicable law; (d.) if a student is enrolled and it is later determined that the student should be evaluated under applicable Special Education provisions, including the I.D.E.A. "Child Find" provisions and related reporting (34 CFR 300.111), RIVER ROCK ACADEMY LLC will forward a copy of the Evaluation Report to the referring public school. The referring district agrees to fully comply with the applicable law regarding the identification and evaluation of said student for Special Education Services; (e.) once a Special education Student is enrolled, RIVER ROCK ACADEMY LLC will insure that the student's I.E.P. is updated by the referring district prior to enrollment and once the I.E.P. is received, Both parties will insure that all provisions of the I.E.P. are implemented during the education of the student through the use of a Certified Special Education Teacher, or a designee from the referring public school will

monitor special education provisions, and ongoing communication with the student, parents/guardians, relevant teaching staff and administration. RIVER ROCK ACADEMY LLC agrees to update the student I.E.P. annually via a conference with student, parents/guardians, and a designated referring special education representative in accordance with applicable law.

XI. IDENTIFICATION OF ELIGIBLE STUDENTS:

In accordance with Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions, specifically the provisions set forth in 24 P.S. Section 1901-C (5) DERRY AREA SCHOOL DISTRICT shall set forth its internal policies to identify those DERRY AREA SCHOOL DISTRICT students who are eligible for the RIVER ROCK ACADEMY LLC Act 48 Program, and said internal policies shall comply with the informal hearing procedures set forth in 22 Pa. Code 12.8(c).

XII. PERIODIC REVIEW OF STUDENTS:

DERRY AREA SCHOOL DISTRICT and RIVER ROCK ACADEMY LLC shall together ensure that a review committee reviews each student for return to the regular classroom, at a minimum, at the end of every semester.

XIII. ANNUAL REPORT

RIVER ROCK ACADEMY LLC shall submit timely an End-of-Year Report for Private Alternative Education Institutions to the Department of Education on an annual basis.

EXEMPTION FROM STATUATORY REQUIREMENTS:

RIVER ROCK ACADEMY LLC warrants that it complies with those statutory requirements identified in 24 P.S. 1902-E (3) and all additional statutory provisions, regulations, ordinances or legal mandates regarding RIVER ROCK ACADEMY LLC operations as a private high school or Act 48 Alternative Educational Services Provider (Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions; Page 39.

CHALLENGES: RIVER ROCK ACADEMY LLC confirms and agrees that it shall be fully liable for any and all damages and costs of any kind resulting from a legal challenge(s) regarding the RIVER ROCK ACADEMY LLC Act 48 Program and/or the actions of RIVER ROCK ACADEMY LLC as the Private Alternative Education Institution.

The RIVER ROCK ACADEMY LLC and its Board of School Directors shall not be liable for any activity or operation related to the approved private provider.

HOLD HARMLESS/INDEMNIFICATION: RIVER ROCK ACADEMY LLC and DERRY AREA SCHOOL DISTRICT agree to hold each other harmless and indemnify each other from all claims, causes of actions, or litigation, including expenses, costs and attorneys fees, said indemnification including without limitation the RIVER ROCK ACADEMY LLC Board of Directors, Officers, Shareholders and DERRY AREA SCHOOL DISTRICT Administrators, Board Members, as follows: (a.) To the extent that any claim is asserted regarding the compliance or failure to comply with the I.D.E.A. or other applicable Special Education requirement, or to the extent that the DERRY AREA SCHOOL DISTRICT fails to fulfill any term, covenant or condition of this Agreement, DERRY AREA SCHOOL DISTRICT agrees to hold RIVER ROCK ACADEMY LLC harmless and indemnify said approved private provider regarding any claims related to the same, including all costs and attorney fees; (b.) to the extent that any claim of negligence is asserted by a third party regarding RIVER ROCK ACADEMY LLC failure to comply with applicable State statutes or regulations and fails to fulfill any term, covenant or condition of this Agreement, causing DERRY AREA SCHOOL DISTRICT to be a Defendant in litigation by a third party, RIVER ROCK ACADEMY LLC agrees to hold DERRY AREA SCHOOL DISTRICT harmless and indemnify DERRY AREA SCHOOL DISTRICT including costs and attorney fees.

INSURANCE: RIVER ROCK ACADEMY LLC will carry liability insurance for its employees and the program. A Class “A+” Liability Insurance Policy carrying an Aggregate Limit of $3,000,000.00 and $2,000,000.00 limit per occurrence will be purchased. The term for this policy runs yearly from April 19th to April 19th of the following year. A copy of the liability coverage is available to the District upon request and is on file in the administration office at 2124 Ambassador Circle Lancaster, PA 17603.

INSOLVENCY OF PUBLIC SCHOOL: If DERRY AREA SCHOOL DISTRICT is or becomes insolvent, is declared a Distressed District under applicable Pennsylvania law, or is unable to pay any amounts due hereunder as said payments become due, then this contract shall automatically terminate upon the election of RIVER ROCK ACADEMY LLC and all payments required hereunder for the remaining Term shall be accelerated and become automatically due and payable to RIVER ROCK ACADEMY LLC within ten (10) days. If said payment is not received, all DERRY AREA SCHOOL DISTRICT students and related records shall not be entitled to continue to be matriculated at RIVER ROCK ACADEMY LLC and said records shall be forwarded by RIVER ROCK ACADEMY LLC. If said payment is received, the matriculated DERRY AREA SCHOOL DISTRICT students shall be entitled to remain for the remainder of the applicable Term.

TERMINATION - PUBLIC SCHOOL: RIVER ROCK ACADEMY LLC agrees that the DERRY AREA SCHOOL DISTRICT retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty -day opportunity to cure said default by RIVER ROCK ACADEMY LLC.

TERMINATION – APPROVED PRIVATE PROVIDER
RIVER ROCK ACADEMY LLC retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty- day opportunity to cure said default by DERRY AREA SCHOOL DISTRICT for any of the following reasons:

a. One or more material violations of this Agreement;

b. Failure to timely comply with RIVER ROCK ACADEMY LLC requests for information regarding any matriculated students, or failure to cooperate with RIVER ROCK ACADEMY LLC staff regarding matriculation procedures set forth herein;

c. Failure to make any payment required hereunder or pay any RIVER ROCK ACADEMY LLC invoice when due;

d. Violations of any provision in Act 48 of the Pennsylvania School Code;

e. Violations of any provisions of state or federal law from which DERRY AREA SCHOOL DISTRICT has not been exempted; DERRY AREA SCHOOL DISTRICT or their Board of School Directors has been indicted for and convicted of fraud;

COMPLIANCE - STATE REGULATIONS: RIVER ROCK ACADEMY LLC agrees that as a Private Alternative Education Institution it must comply with all of the statutory requirements identified in 24 P.S. 1902-E (3). DERRY AREA SCHOOL DISTRICT agrees that it shall comply with all applicable Special Education requirements in accordance with State and Federal Law.

ASSIGNMENT: RIVER ROCK ACADEMY LLC agrees that this Agreement may not be assigned or transferred by RIVER ROCK ACADEMY LLC except to a successor in interest to all or substantially all of the assets or equity interests in RIVER ROCK ACADEMY LLC and that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of RIVER ROCK ACADEMY LLC and the DERRY AREA SCHOOL DISTRICT.

COMPLIANCE: RIVER ROCK ACADEMY LLC agrees that this Agreement is subject to all applicable Federal, State and local laws and regulations, policies and procedures of the Commonwealth of Pennsylvania, Department of Education and the Federal Government.

SEPARABILITY: RIVER ROCK ACADEMY LLC agrees that in the event that any provision of this Agreement shall or become invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in this Agreement.

JURISDICTION AND VENUE: Indiana County, Pennsylvania This agreement has been made in the Commonwealth of Pennsylvania and shall be interpreted and enforced under the laws of the Commonwealth of Pennsylvania. Both parties agree that the Court of Common Pleas of Indiana shall be the appropriate venue for any dispute involving this agreement.

MISCELLANEOUS. This Agreement may be executed in counterpart. Facsimile copies of signatures shall serve as acceptable substitutes for original signatures, and shall be legally binding.

By executing this Agreement, each party hereto ratifies that all necessary Board action has been approved and obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulations and statutes. All notices required under this agreement shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the following parties at the addresses set forth below:

RIVER ROCK ACADEMY LLC
2124 Ambassador Circle
Lancaster, PA 17603

ENTIRE AGREEMENT. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties. No delay or forbearance by RIVER ROCK ACADEMY LLC in exercising any right or remedy hereunder or in undertaking or performing any act or matter which is not expressly required to be undertaken by RIVER ROCK ACADEMY LLC shall be construed, respectively, to be a waiver of RIVER ROCK ACADEMY LLC rights or to represent any agreement by RIVER ROCK ACADEMY LLC to undertake or perform such act or matter thereafter.

NONDISCRIMINATION. RIVER ROCK ACADEMY LLC agrees that it will abide by all federal and state laws prohibiting discrimination in admissions, employment and operation on the basis of disability, race, creed, gender, national origin, religion, ancestry, need for special education services, subject to RIVER ROCK ACADEMY LLC right to receive waivers from the same or RIVER ROCK

ACADEMY LLC rights of noncompliance as set forth in Act 48 or other legal standard.

Chief School Officer of DERRY AREA SCHOOL DISTRICT	**Date**
Christina Spielbauer	09/22/2026
Christina Spielbauer, Sr. Vice President River Rock Academy LLC	**Date**

River Rock Academy Administration

2124 Ambassador Circle • Lancaster, PA 17603 • Ph: 717-208-3349 • Fax: 717-517-7932

CONTRACT FOR RESERVATION OF SECONDARY SERVICES + ELEMENTARY SERVICES WITH RIVER ROCK ACADEMY 2026-2027 SCHOOL YEAR

This Services Contract ("Contract") is dated this 22nd day of September 2026, between Derry Area School District (hereafter referred to as the "District") and River Rock Academy (hereafter referred to as the "Provider").

1. District agrees to student services from Provider or its assigns for the Indiana Campus (AEDY or Secondary Special Education 7-12) at a per diem rate of $252.00.

2. If needed, District agrees to purchase elementary student services for the Provider's Indiana Campus Private Licensed Academic Elementary Program at a per diem rate of $281.00.

3. Provider agrees to send District an itemized invoice detailing all District students in the Provider Programs. Provider shall invoice the District on a monthly basis within ten (10) days of the beginning of the month for services provided in the prior month. Payment shall be remitted within 30 days' receipt of such invoices. Payments not paid within thirty (30) days of invoice date shall bear interest at the rate of 1.5% per month. If Provider pursues collection of any unpaid amounts, the District will be responsible for any costs of collection, including attorney's fees.

4. Provider agrees to keep an open line of communication with the District and provide a structured, disciplined, nurturing environment for their students.

5. Provider and the District will collaborate in the development of an individualized instruction program for all students and the implementation of special education services for students identified. Special Education Services and provisions required under Chapter 14 of State Board of Education regulations will be strictly followed, including without limitations: (a.) a consultation with the student, parents/guardian will occur securing the student, parents/guardians written approval to enroll the student in the program (34 CFR 300.322); (b.) the student's I.E.P. will be updated to reflect the decision to enroll the student in the program. The referring district will also update the Evaluation Report prior to admission (34 CFR 300.324); (c.) Any services that are not provided by Provider or cannot be provided by Provider during the period of enrollment will be the responsibility of District and the student shall be considered as a "dual enrollment" under applicable law; (d.) if a student is enrolled and it is later determined that the student should be evaluated under applicable Special Education provisions, including the I.D.E.A. "Child Find" provisions and related reporting (34 CFR 300.111), Provider will notify the referring public school. The referring district agrees to fully comply with the applicable law regarding the identification and evaluation of said student for Special Education Services; (e.) once a Special Education Student is enrolled, Provider will insure that the student's I.E.P. is updated by the referring district prior to enrollment and once the I.E.P. is received, Both parties will insure that all provisions of the I.E.P. are implemented during the education of the student through the use of a Certified Special Education Teacher, or a designee from the referring public school will monitor special education provisions, and ongoing communication with the student, parents/guardians, relevant teaching staff and administration. Provider agrees to update the student I.E.P. annually via a conference with student, parents/guardians, and a designated referring special education representative in accordance with applicable law.

6. In the event of an extended school closure, Provider agrees to make a good faith effort to provide continuity of education for District students using alternative means during the period of closure. This plan is available upon request. Provider's plan to reopen after an extended school closure will comply with applicable law and will be available upon request. Provider will support the District's provision of FAPE as outline in any special education student's IEP as revised by the IEP team upon admission into the program.

7. Transportation. The District will be solely responsible for the transportation of students to Provider under this Agreement in accordance with applicable law, including, but not limited to, 24 P.S. 13-1361 and 67 Pa. Code Chapter 171. Once District transportation vehicles have departed from Provider property, they are not permitted to return with students. In the event of an off-site safety concern, District transportation personnel are expected to follow the District, or the District contractor's, established emergency procedures. These procedures should not include returning to Provider's location. Provider is unable to provide transportation support after school hours or off-site once students have been released to the care of the District and the District's transportation contractor. To maintain clear and consistent communication, Provider does not directly coordinate with transportation contractors. All communication should be routed through the appropriate District or designated transportation contractor. While Provider does not have a direct contractual relationship with transportation contractors, we remain committed to working closely with our District partners to support student needs within the scope of our agreements.

8. This Contract may be terminated by either party upon twenty-one (21) calendar days'written notification to the other party. School District shall remain obligated to pay all amounts due to Provider through the enrollment termination and such obligation shall survive any termination of this Contract. If student becomes hospitalized or placed at an alternate placement, after ten (10) consecutive days, District can disenroll or choose to pay the per diem rate to maintain enrollment.

   Provider reserves the right to terminate a Student's enrollment at the Provider whenever Provider determines, in its sole discretion, that Student is not benefiting from the program being offered, Provider is unable to effectively deliver services to Student, Student presents a serious risk to the safety of others, and/or Student is in need of services which Provider is unable to provide. Serious disciplinary infractions shall be defined at the sole discretion of Provider. However, the parties acknowledge that Provider is designed and intended to educate students with behavioral challenges and that serious disciplinary infractions as defined by Provider must present exceptional challenges to be so defined.

   If enrollment continues beyond either party's twenty-one (21) calendar day notice for any reason, then Provider shall continue providing services until the District is able to find a new placement for a student for a total period up to sixty (60) days, provided the District is making a good faith effort to find a new placement. If the student's continued placement beyond the twenty-one (21) day notice would create a risk to the health, safety, or welfare of the student, other students, or Provider's staff, Provider reserves the right to provide virtual instruction to the student in its sole discretion.

   If Provider gives twenty-one (21) calendar days' notice of termination due to the District's failure to pay amounts due and owing, Provider shall have the right to disenroll the student on the twenty-second (22^{nd}) day following such notice.

   If the student is no longer a resident of the District, it is the District's responsibility to immediately notify Provider and take affirmative action to terminate the student's placement. Student's placement shall terminate upon the District's written notification to Provider. District shall be responsible for payment through the date of notification to Provider.

   To the extent the student's residency status is uncertain, and/or the District is disputing residency with other districts or parties, the District remains responsible for payment through the date it notifies the Provider.

   If the student becomes habitually truant, the student's placement shall terminate upon the District's written notification to Provider that student has been discharged. District shall be responsible for payment through the date of notification to Provider.

9. In the event that the approval status of Provider is discontinued by the Pennsylvania Department of Education, Provider must immediately provide written notice to the District and this Contract shall be terminated. The District shall be responsible for tuition for the days the student is enrolled.

10. Provider shall not assign this Contract or any portion thereof to any other entity; however, Provider, may use employees and/or independent contractors to perform services under this Contract.

11. Provider shall maintain, at its own expense, any required licenses and certifications to provide the

aforementioned services. Provider employs certified personnel as defined by the Pennsylvania Department of Education, including Private School certification, and otherwise meets regulatory requirements for a private licensed school. Provider shall be responsible for obtaining any and all necessary permits and licenses and for ensuring that each of its employees and/or independent contractors comply with all applicable laws, rules and regulations, whether federal, state or local, and the policies of Provider.

12. Provider agrees that all of its employees and staff shall possess the following valid clearances and certifications:

    a) PA Child Abuse History Clearance (Act 151);
    b) Federal Criminal History Records (Act 114);
    c) Pennsylvania Background Checks (Act 34);
    d) Employment History Review (Act 168);
    e) Mandated reporter training and all other training required by law;
    f) Tuberculin testing (28 Pa Code 23.44).

    Provider agrees to bear any costs or fees associated with obtaining these clearances, trainings andcertifications. Provider agrees to provide proof of the aforementioned clearances upon request by the District. Provider will notify the District in writing within seventy-two (72) hours if it learns that a Provider Employee is arrested for or convicted of a crime. Provider will also notify the District in writing within seventy-two (72) hours of notification that a Provider employee has been named a perpetrator in an indicated or founded report pursuant to the Child Protective Services Law.

13. Non-Solicitation. The District shall not, directly or indirectly: (i) recruit, solicit or otherwise induce or attempt to induce any employee or independent contractor of Provider to leave the employ or service of Provider or such subsidiary or affiliate, or in any way interfere with the relationship between Provider, its subsidiaries or its affiliates and their respective employees or independent contractors; or (ii) employ, hire or otherwise retain any person listed above while such person has such employment or contractual relationship with Provider, its subsidiaries or its affiliates for one year thereafter.

14. Provider shall maintain the following insurance coverages in the following limits for the term of this Contract:

Commercial General Liability	$1,000,000 per occurrence/$2,000,000 aggregate
Automobile Liability	$1,000,000 each accident
Umbrella Liability	$3,000,000 per occurrence/$3,000,000 aggregate
Workers Compensation	$1,000,000 per occurrence
Professional Liability	$6,000,000 per claim/$8,000,000 aggregate

15. District agrees to indemnify, defend, and hold Provider harmless from any claims, losses, suits or damages caused by or arising from the negligence or willful misconduct of District, its agents and its employees, District's obligation to indemnify shall survive the termination of this Contract.

    Provider agrees to indemnify, defend, and hold District harmless from any claims, losses, suits or damages caused by or arising from the negligence, or willful misconduct of Provider, its agents, and its employees. Provider's obligation to indemnify shall survive the termination of this Contract.

16. It is hereby understood and agreed that Provider, in performing this Contract, is acting in the capacity of an independent contractor, and that Provider, in such capacity, is not an agent, servant, partner, or employee of the District. None of the benefits provided by the District to its employees, including but notlimited to workers' compensation insurance, disability insurance, medical insurance, andunemployment insurance are available from the District to Provider for the services provided to this Contract. Provider has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in name of the District or to bind the District in any way whatsoever.

17. Provider and District shall assure that the Services provided pursuant to this Contract are rendered without regard to race, sex, national origin, age, disability, or any other protected category under federal, state or local

law.

18. All information of any kind regarding Student, including (without limitation) confidential Student data, shall be kept strictly confidential by District and Provider, and shall not be used or disclosed for any purpose except as provided in this Contract. This obligation of confidentiality shall survive the expiration or termination of this Contract. As used herein, the term "confidential Student data" shall include, without limitation, any personal or identifying Student information, names, addresses, date of birth, social security or other identification numbers, attendance records, grades, test results, assessments, work product, disciplinary records, and any information deemed to be a "Student record" under the Family Educational Rights and Privacy Act (FERPA).

    Provider further acknowledges and agrees that through its performance under this Contract it may possess, maintain, store or manage Personal Information, as that term is defined by the Pennsylvania Breach of Personal Information Notification Act, 73 P.S. § 2301 et seq., and that the unauthorized access or acquisition of such information may expose the District to loss or injury. Provider shall maintain a policy to govern the proper data storage of Personal Information. Such policy shall require current, commercially reasonable best practices for data storage and shall be reviewed at least annually and updated as necessary. Provider shall utilize encryption and other commercially reasonable security measures to protect the transmission of Personal Information over the internet from being viewed or modified by any unauthorized third party. Provider shall maintain a policy to govern the proper encryption and other security measures it utilizes to protect the transmission of Personal Information. Provider must provide immediate notification to the District of any suspected Discovery, as defined by the Breach of Personal Information Notification Act, of an unauthorized access or acquisition of Personal Information. Provider specially acknowledges and understands that time is of the essence in providing such notification to the District, and that any failure to immediately notify the District constitutes a material breach of this Contract. Upon any suspected unauthorized access or acquisition of Personal Information, Provider will provide District access to all data or information requested by District as necessary to comply with any requirements to notify impacted individuals. Notwithstanding any other provision of this Contract, Provider agrees to indemnify, defend, and hold harmless the District, it's directors, officers, employees, agents and representatives, from and against any and all claims, demands, liabilities, suits, actions, damages, losses and any amounts payable whatsoever including, without limitation, court costs, investigative fees and expenses, and reasonable attorney's fees, arising out of or caused by the gross negligence, malfeasance or intentional recklessness of Provider and/or its partners, principals, agents, employees, subcontractors, and representatives or by their failure to perform pursuant to this Section 18 of this Contract.

19. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any laws or principles of conflicts of laws that would cause the laws of any other jurisdiction to apply.

20. As it pertains to third parties, nothing contained herein shall be construed as or imply that the District is waiving its sovereign immunity. Notwithstanding anything contained in this Contract, nothing in this Contract shall be deemed to be a direct or indirect waiver of or limitation to any sovereign or governmental immunity in any respect applicable to the District, its directors, officers, employees and agents, including without limitation under the Pennsylvania Political Subdivision Tort Claims Act.

21. All official notices and other communications required or permitted under this Contract must be in writing and delivered to the recipient as provided below:

    River Rock Academy
    Attn: Brandon Hoff
    2124 Ambassador Circle
    Lancaster, PA 17603

22. Provider and District consent and agree that any legal proceedings relating to the subject matter hereof shall be maintained in the Court of Common Pleas in the county in which Provider is located, or, if applicable, the United States District Court of the Western District of Pennsylvania, and all Parties hereto consent and agree that jurisdiction and venue for such proceedings shall lie exclusively within said courts. Service of process in

any such proceeding may be made by certified mail, return receipt requested, directed to the respective Party at the address set forth at the end of this Contract.

23. No change, amendment or modification to this Contract shall be effective unless it is in writing and signed by both the District's and Provider's authorized personnel.

24. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Contract. Electronic signatures are acceptable. A signed copy of this Contract delivered by facsimile, e-mail, or other means of electronic transmission shall be deemedto have the same legal effect as delivery of an original signed copy of this Contract.

25. District represents and warrants that the individual executing this Contract is duly authorized to execute and deliver this Contract on its behalf and this Contract is a valid and binding obligation of District.

26. This Contract contains the entire understanding between the Parties with respect to their subject matter and superseded all prior or contemporaneous Contracts or understandings between the Parties with respect to subject matter contained herein. The headings in this Contract are solely for convenience of reference and are not to be given any effect in the construction or interpretation of this Contract.

Thank you for this opportunity to serve the Derry Area School District.

Christina Spielbauer

Christina Spielbauer
Senior Vice President

_____

Derry Area School District
Authorized Signer

Ignite Education Solutions is a division of The Learning Lamp

2025 Bedford Street · Johnstown, PA 15904 · 814-262-0732 · Fax: 814-262-0837 · igniteedu.org

Derry Area

DAStaffMaster

Appendix DAAIDE 17 and 18- 26/27 SY

As Personal Care Aides, these individuals will provide behavioral, academic and primary care support for identified special education students in the district.

Staffing Expenses	#	Rate	Up to 8 hours	Contract #	Staff Name	Total
ES	1	$17.00	8	DAAIDE17	TBD	$136.00
MS/HS	1	$17.00	8	DAAIDE18	TBD	$136.00
Total Staffing Expenses						**$272.00**
Payroll taxes, UE, WC & Employee Liability Insurance @ 22%						$59.84
Subtotal						**$331.84**
Contract Administration and Implementation, including hiring, human resources & accounting @ 10%						$33.18
Maximum Program Expenses (Daily)						**$365.02**

Contract Authorization

Superintendent Signature _____ Date 10/14/26

The information disclosed in this document, including all personnel costs, designs and related materials, is the valuable propert y of Ignite Education Solutions. District will be billed at the hourly rate for any required staff trainings or professional development. Appendixes are valid for 30 days pending boa rd approval.

DERRY AREA SCHOOL DISTRICT
DERRY, PA 15627

VOLUNTEER LIST

10-22-26 Board Meeting

Pending all clearances and volunteer paperwork

1. Jarrod Stephenson
2. Heather Hope
3. Kara Austin

cls 10/22/2026

DERRY AREA SCHOOL DISTRICT
DERRY, PA 15627

FIELD TRIP/AFTER SCHOOL ACTIVITIES REQUESTS (10-22-26 Board Meeting)

Substitute, transportation and registration costs are included in each building budget except as noted and completed medical professional MOU's to be submitted and signed by the superintendent or board secretary as needed:

- **Rachel Bodayla** - to accompany 6-8th grade enrichment/gifted students to the Keystone Competition at WIU scheduled for October 28, 2026.

School Field Trip/After School Activities at no cost to the district:

- **Bobbi Jo O'Hanlon** - to accompany 2nd grade students to the Hollow Tree Players Present - Wonderland at Town Hall, Ligonier, PA scheduled for November 20, 2026.

cls 10/22/2026

DERRY AREA SCHOOL DISTRICT
982 North Chestnut Street Ext.
Derry, PA 15627-7600
dasd.us
Telephone: 724-694-1401
Fax: 724-694-1429

Dr. Kathy Perry
Assistant to the Superintendent

Dr. Gregory A. Ferencak
Superintendent

Mr. Scott A. Chappell
Business Administrator

Bus Driver/Aide Additions

Rodney Young - Spare Driver
John Shirley - Spare Driver