

South Eastern School District COW - July
21, 2026
Tuesday, July 21, 2026 6:00 PM Eastern

Administration Building - Professional
Development Room
377 Main St
Fawn Grove, PA 17321

Kristin Fowler (South Eastern):	Present
David Hansen:	Present
Charles Hobbs:	Present
Cameron Ingool:	Present
Christina Markel (South Eastern):	Present
Ryan McShane:	Absent
Heather Musick:	Present
James Smith:	Present
Robert Snyder:	Present
Tech Support:	Absent

Present: 8, Absent: 2.

1. PRESENTATIONS

2. CURRICULUM AND INSTRUCTION

3. BUSINESS AND FINANCE

3.A. Pyramid Healthcare Agreement - Soaring Heights School

3.B. High Roads School Agreement

3.C. Heartland Payment Systems

3.D. Red Lion Bible Transportation Agreement

4. BUILDINGS AND GROUNDS

4.A. Phase V Update

4.B. KD Auditorium Project Transfer

4.C. ***SEMS and SEIS Door Hardware - Safety and Security**

5. POLICIES - none

6. OTHER

6.A. Employee Handbooks

6.B. Clean and Green Application Update

6.C. LIU Joint Authority Capital Project

7. PUBLIC COMMENT

PYRAMID HEALTHCARE, INC.
SOARING HEIGHTS SCHOOL EDUCATIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 1st day of June, 2026 (“Effective Date”) by and between **PYRAMID HEALTHCARE, INC., t/d/b/a SOARING HEIGHTS SCHOOL**, with its corporate office located at 271 Lakemont Park Boulevard, Altoona, Pennsylvania 16602 (“Pyramid”) and South Eastern School District the responsible local educational agency (“LEA”) with an address at 377 Main St Fawn Grove, PA 17321.

Background

WHEREAS, Pyramid operates Soaring Heights School (“SHS”), a private academic school licensed and operated in accordance with the Private Academic Schools Act, 24 P.S. § 6701 *et seq.*, to provide special education and related services to students;

WHEREAS, LEA wishes to place certain students at SHS and to fund the tuition and related services for such placements as specified in this Educational Services Agreement ("Agreement");

WHEREAS, Pyramid wishes to offer admission to SHS to those LEA students whose Individualized Education Program (“IEP”) team has approved placement with SHS in accordance with the procedural requirements of the Individuals with Disabilities Education Act (“IDEA”) and all other applicable federal and state laws and regulations;

WHEREAS, Pyramid will provide appropriate special education and related services to students placed at SHS by the LEA, and shall provide requested student information to the LEA in accordance with the terms of this Agreement;

NOW THEREFORE, Pyramid and the LEA, in consideration of the mutual agreements, covenants and conditions set forth herein, intending to be legally bound, hereby agree as follows:

I. ADMISSION & PAYMENT OF TUITION.

1. Admission

- (a) Pyramid agrees to admit eligible students to SHS commencing 08/01/2026.
- (b) Educational services to be provided by Pyramid pursuant to this Agreement shall include specially designed instruction and related services necessary to provide each student with a free and appropriate public education (“FAPE”) in the least restrictive environment, as required under each student’s IEP and in accordance with applicable federal and state laws and regulations. The tuition payments described in Section I (2) below shall not include 1-1 nursing and 1-1 professional and

paraprofessional support. To the extent 1-1 nursing, professional or paraprofessional support is required for any student, Pyramid and LEA will enter into an Addendum to this Agreement in substantially the form attached hereto as Exhibit "A" pursuant to which Pyramid will provide 1-1 nursing, professional or paraprofessional support services in accordance with the Addendum and this Agreement.

2. Payment of Tuition:

- (a) LEA agrees to pay tuition to Pyramid for LEA students admitted to SHS at the applicable tuition rate set forth in this Agreement. The rate of tuition shall be \$64,260 (\$357 per day) for each student who requires services. Tuition rates are exclusive of costs associated with the assignment of 1-1 nursing, professional or paraprofessional support.
- (b) Tuition payments for all LEA students shall be made in monthly installments due on the 1st day of each month in accordance with the terms of the SHS invoice issued to the LEA by Pyramid.
- (c) Payment is due to Pyramid within thirty (30) days of the date of invoice. If any balance due as invoiced remains unpaid for sixty (60) days after written demand for payment, the account may be referred to Pyramid's counsel for collection. All reasonable attorneys' fees and collection fees plus interest and costs, shall be added to the outstanding balance and shall be the responsibility of the LEA. The default rate of interest shall be six percent (6%) per annum.
- (d) On or after the one (1) year anniversary of the Effective Date of this Agreement, and thereafter on an annual basis, Pyramid may increase the tuition, fees and other costs payable by the LEA under this Agreement by providing written notice to the LEA at least sixty (60) calendar days prior to the effective date of any proposed increase, and thereafter this Agreement and any Addendums hereto executed by the parties will be deemed amended according to the terms set forth in the written notice. Notwithstanding anything in this Agreement to the contrary, the LEA may terminate this Agreement and any Addendums hereto effective as of the date of the proposed increase by providing written notice to Pyramid within thirty (30) calendar days of the LEA's receipt of the written notice of increase.

II. ABSENCE OF WARRANTIES.

- (a) EXCEPT AS PROVIDED IN THIS AGREEMENT (OR IN THIS OR ANY OTHER EXHIBIT THERETO), THERE ARE NO WARRANTIES,

EITHER EXPRESSED OR IMPLIED, GIVEN BY PYRAMID IN CONNECTION WITH ITS PROVISION OF THE EDUCATIONAL SERVICES COVERED BY THIS AGREEMENT.

III. SERVICES; ACCESS; DATA COLLECTION; REPORTING; CONSENT.

- (a) Pyramid is committed to data-based decision making and, as such, operates an extensive data collection and analysis program. Data from student activities is collected on an ongoing basis and analyzed on a routine, periodic schedule. Pyramid shall supply formal reports on student progress at regular intervals no less frequently than quarterly, and as required by each student's IEP.
- (b) Pyramid will provide students with an appropriate education and related services, as required under each student's IEP, in a professional manner by fully qualified personnel, in compliance (without limitation) with the Individuals with Disabilities Education Act, 20 USC § 1400 *et seq.*, and Chapter 14 of the Pennsylvania Administrative Code, 22 Pa. Code § 14.1 *et seq.*
- (c) Pyramid services shall conform to the applicable standards for practice, within the applicable specialty, as approved by the applicable occupational board and consistent with applicable state and federal requirements.
- (d) Pyramid will participate in all IEP meetings and will provide written input to all IEPs applicable to each student admitted to SHS, at the LEA's request.
- (e) LEA will provide SHS with each student's most recent IEP and all other information necessary to provide students with necessary services.
- (f) Pyramid agrees to adhere to the educational plan outlined in each student's IEP, as the same may be updated or amended from time to time. Pyramid shall comply with and provide appropriate services in accordance with each student's IEP.
- (g) Parents/guardians of admitted students and the LEA shall have access to review individual student progress and activities in the classroom as permissible by law. In order to avoid disruption to the educational environment, classroom visits shall be pre-scheduled in accordance with SHS policy.
- (h) LEA will ensure that the parents/guardians of all students admitted to SHS provide written consent for the receipt, collection, and use by SHS of all necessary data collected for the purposes of this Agreement but to no further use except as otherwise required or allowed by law.

IV. REQUIREMENTS; COMPLIANCE; CONFIDENTIALITY.

1. Compliance

- (a) Pyramid shall comply with all safety standards and with all clearance and certification requirements relating to child abuse and criminal backgrounds, as required by applicable law or by the LEA, with respect to all personnel providing services hereunder or who will have access to or contact with students. Copies of all such clearances and certifications, access to originals thereof and applicable information with respect to such personnel shall be provided promptly to the LEA.
- (b) Pyramid shall complete such written reports and evaluations as are required by/for each student's IEP in a thorough, accurate and timely manner.
- (c) Pyramid represents, warrants and agrees (a) that the services will be provided only by its employee(s) or other personnel who have all of the qualifications and experience reasonably necessary to fulfill, perform and complete the services, (b) that all representations as to Pyramid's qualifications and experience made herein or heretofore made to the LEA by Pyramid are true and correct in all material respects, (c) that neither Pyramid nor any of its officers or directors are currently suspended, debarred, ineligible or excluded, and (d) neither Pyramid nor any of its officers or directors has received written notice of any proposed action to suspend, debar, render ineligible or exclude them or any of them, from contracts with the United States of America, Commonwealth of Pennsylvania, or any other state, or any department or agency thereof.
- (d) Pyramid shall comply with all applicable federal, state and local laws, regulations and ordinances in the performance of its services hereunder. Pyramid shall comply with all written nondiscrimination policies applicable to or required by the LEA and/or any federal or state governmental agency that is the source of funds for this Agreement.

2. Confidential Student Information:

- (a) The LEA shall maintain each student's cumulative academic record. Pyramid is authorized to disclose necessary information consistent with the requirements of each admitted student's IEP and the terms of this Agreement. All information of any kind regarding LEA's students, including (without limitation) confidential student data, shall be kept strictly confidential by Pyramid and shall not be used or disclosed for any purpose except as provided in this Agreement. This obligation of confidentiality shall survive the expiration or termination of this Agreement. 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”).

3. Transportation:

- (a) The LEA will be solely responsible for the transportation of students admitted to SHS under this Agreement in accordance with applicable law including without limitation 24 P.S. 13-1361 and 67 Pa. Code Chapter 171.

V. **INSURANCE; INDEMNITY**

- (a) During the term of this Agreement, and any extension or modification of this Agreement, Pyramid shall obtain and keep in effect a policy or policies of: (a) general liability and auto liability insurance, including (without limitation) coverage of owned and non-owned vehicles used in relation to the performance of services by Pyramid and for accidents and occurrences arising out of death, bodily injury, sickness and disease, of at least One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) general aggregate, and with not more than Five Thousand Dollars (\$5,000) per occurrence deductible or self-insured retention; (b) workers’ compensation insurance, disability benefits and other social insurance as may be required by applicable law; (c) professional liability insurance in the amount of One Million Dollars (\$1,000,000), each claim/aggregate; and (d) such other coverages as entities similar to Pyramid performing such services customarily and usually obtain. All policies shall be written on an occurrence basis and not a claims made basis. Upon execution of this Agreement and at any other time(s) at the LEA’s reasonable request, Pyramid shall furnish the LEA with a Certificate(s) of Insurance naming the LEA as Additional Insureds to each said policy. All such insurance policies shall require at least ten (10) days’ notice to the LEA prior to cancellation, termination or expiration.
- (b) LEA covenants and agrees, at its sole cost and expense to indemnify, protect and hold SHS and Pyramid harmless against and from any and all claims, liens, damages, losses liabilities, obligations, penalties, litigation costs, demands defenses, judgments, suits and proceedings whatsoever, including administrative proceedings (including attorneys’ and expert fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against SHS or Pyramid, arising out of or relating

to the acts or omissions of the LEA, its employees, agents, officers, directors, or representatives in connection with the performance of any services or duties owed by the LEA pursuant to this Agreement. Notwithstanding the foregoing, nothing in this agreement shall be deemed to be a direct or indirect waiver of or imitation to any sovereign or governmental immunity, in any respect, applicable to the LEA, its directors, officers, employees and agents (including, without limitation, under the Pennsylvania Political Subdivision Tort Claims Act) or impose liability, directly or indirectly, on the LEA and its directors, officers, employees and agents from which it would otherwise be immune under applicable law.

- (c) Pyramid covenants and agrees, at its sole cost and expense to indemnify, protect and hold LEA harmless against and from any and all claims, liens, damages, losses, liabilities, obligations, penalties, litigation costs, demands, defenses, judgments, suits and proceedings whatsoever, including administrative proceedings (including attorneys' and expert fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against LEA arising out of or relating to the acts or omissions of SHS or Pyramid, its employees, agents, officers, directors, or representatives in connection with the performance of any services or duties owed by SHS or Pyramid pursuant to this Agreement.

VI. ADDITIONAL PROVISIONS

1. Address for Payments:

- (a) Payments must be made to Pyramid Healthcare, Inc. at the following address:

Pyramid Healthcare, Inc.
271 Lakemont Park Boulevard
Altoona, PA 16602
Attention: Accounts Receivable

2. Term of Agreement:

- (a) The initial term of this Agreement shall commence on the Effective Date and shall expire on 07/31/2027.
- (b) Upon the expiration of the initial term or any renewal term of this Agreement, this Agreement shall be automatically renewed for a one (1) year renewal term unless, at least thirty (30) days prior to the expiration of the current term, either party gives the other party written notice of its intent not to renew this Agreement. During any renewal term of this Agreement, the terms, conditions and provisions set forth in this

Agreement shall remain in effect unless modified in accordance with Section VI (6) (a) of this Agreement.

- (c) Notwithstanding anything in this Agreement to the contrary, the LEA and Pyramid shall have the right to terminate this Agreement by providing at least sixty (60) days written notice to the other party for its convenience if it determines termination to be in its best interest. If the Agreement is terminated for convenience by the LEA, Pyramid shall be paid its proportionate share of the tuition fee owed for services satisfactorily completed prior to the effective date of the termination.

3. Independent Contractor:

- (a) In performing Pyramid's obligations under this Agreement, Pyramid is at all times shall remain an independent contractor of the LEA. Neither Pyramid nor the LEA nor their respective personnel, is an employee, partner, or agent of the other hereunder, and neither Pyramid nor the LEA is authorized to incur any liability or make any representations on behalf of the other. Pyramid shall be responsible for payment of the salaries, withholding and payroll taxes, workers' compensation coverage and all other compensation or benefits of any kind required for Pyramid employees, personnel and contractors. Pyramid shall be solely responsible for the provision of all appropriate supplies and equipment necessary for each pupil as required or appropriate in order to provide the services hereunder, at Pyramid's cost except as specifically provided for in this Agreement.

4. Default:

- (a) The LEA shall be deemed to have committed an "Event of Default" of this Agreement upon the occurrence of any of the following:
 - (i) failure to make any payment when due from the LEA on this Agreement,
 - (ii) failure to perform any other provision of this Agreement, or
 - (iii) providing Pyramid with intentionally false information or signatures.
- (b) Upon or after the occurrence of any Event of Default by the LEA, Pyramid will provide the LEA with notice, by certified mail as required by law, addressed to the LEA's last known address as shown on Pyramid's records, advising the LEA of the default and of the LEA's right to cure the default within a thirty (30) day cure period. The notice will provide the time, amount and performance necessary to cure the default. If the LEA does not cure the default as provided in the notice, Pyramid's rights shall include (but are not limited to) the right to declare all sums due under this

Agreement to be immediately due and payable. The LEA agrees to pay all reasonable attorneys' fees and other reasonable collection costs and charges necessary for the collection of any amount not paid when due, after an Event of Default by the LEA.

- (c) Pyramid shall be deemed to have committed an "Event of Default" under this Agreement, if it fails to comply in any material respect with this Agreement or has otherwise breached in any material respect any representation, warranty or covenant hereunder, and has failed to cure such failure, breach or default within thirty (30) days after written notice thereof (or such failure, breach or default is incapable of being cured). Upon such an Event of Default, the LEA may, without limiting any other remedy, terminate this Agreement and upon such termination the LEA shall have no further liability or obligations under this Agreement. Upon any such termination, the LEA shall be responsible for the tuition fee, to the date of termination.
- (d) No waiver by Pyramid or the LEA of any Event of Default shall be deemed or constitute a waiver of any other or any subsequent Event of Default. All of Pyramid's rights and remedies shall be cumulative. Pyramid's or the LEA's exercise of one or more rights shall not cause such party to lose any other rights.

5. Notice Addresses and Additional Miscellaneous Provisions:

- (a) All notices shall be in writing. The addresses of the parties are as follows:
 - (i) If to Pyramid:

Pyramid Healthcare, Inc. t/d/b/a Soaring Heights School
Attn: Chief Executive Officer
271 Lakemont Park Blvd
Altoona, PA 16602

With copy to:

Pyramid Healthcare, Inc.
Attn: General Counsel
271 Lakemont Park Blvd
Altoona, PA 16602

- (ii) If to LEA:

South Eastern School District
377 Main St
Fawn Grove, PA 17321

- (b) If any part of this Agreement is held to be illegal, void or unenforceable, that provision shall be deemed not to have been a part of this Agreement, which shall otherwise remain fully effective
- (c) The terms of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania except to the extent supplemented, superseded or preempted by federal law.
- (d) The parties to this Agreement consent and agree that any legal proceedings relating to the subject matter hereof shall be maintained in the Court of Common Pleas of Blair County, Pennsylvania, or, if applicable, the United States District Court of the Middle District of Pennsylvania, and all parties hereto consent and agree that jurisdiction and venue for such proceedings shall lie exclusively within said court. 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 above. **Any dispute shall be resolved by non-jury trial, and both the LEA and Pyramid irrevocably waive any right to jury trial which may exist.**
- (e) This Agreement shall be binding upon the parties hereto, their successors and assigns.

6. Entire Agreement/Modification:

- (a) This Agreement and any addendums or exhibits hereto contain the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other prior communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

7. Counterparts:

- (a) This Agreement may be executed in one or more counterparts, all of which together shall constitute one Agreement.

8. Captions:

- (a) The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

NOTICE TO LEA REPRESENTATIVE: (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. (2) YOU ARE ENTITLED TO A COMPLETE COPY OF THIS AGREEMENT.

BY SIGNING BELOW SOUTH EASTERN SCHOOL DISTRICT AND

**PYRAMID HEALTHCARE, INC. ACKNOWLEDGE RECEIPT OF A COMPLETED
COPY OF THIS AGREEMENT AND INTEND TO BE LEGALLY BOUND BY ITS
TERMS.**

**PYRAMID HEALTHCARE, INC.
t/d/b/a
SOARING HEIGHTS SCHOOL**

DATE: _____

By: _____
Jason Hendricks, Chief Executive Officer

**SOUTH EASTERN SCHOOL
DISTRICT**

DATE: _____

By: _____

Print Name: _____

Print Title: _____

EXHIBIT “A”

ADDENDUM FOR 1-1 SUPPORT

THIS ADDENDUM FOR 1-1 SUPPORT (“ADDENDUM”) is made this 1ST day of June, 2026, by and between **PYRAMID HEALTHCARE, INC.**, a Pennsylvania corporation with offices located at 271 Lakemont Park Boulevard, Altoona, Pennsylvania 16602 (“Pyramid”) and South Eastern School District the responsible local educational agency (“LEA”) with an address at 377 Main St, Fawn Grove, PA 17321.

Background

WHEREAS, Pyramid provides special education and related services to students placed at Pyramid’s private academic school by the LEA pursuant to an Education Services Agreement (“Agreement”) between Pyramid and the LEA;

WHEREAS, in the event any student requires certain 1-1 support services, including nursing, professional or paraprofessional support services, Section I (1)(b) of the Agreement provides that Pyramid will provide such 1-1 support services in accordance with an addendum to the Agreement;

WHEREAS, Pyramid and the LEA agree that a student or students placed at Pyramid’s private academic school by the LEA pursuant to the Agreement require(s) certain 1-1 support services; and

WHEREAS, Pyramid will provide appropriate 1-1 support services to the applicable student(s) placed at Pyramid’s private academic school by the LEA in accordance with the terms of the Agreement and this Addendum.

NOW THEREFORE, Pyramid and the LEA, in consideration of the mutual agreements, covenants and conditions set forth herein, intending to be legally bound, hereby agree as follows:

1. **1-1 SUPPORT SERVICES:**

a. Pyramid and the LEA agree that services provided to the LEA under the Agreement require the assignment of 1-1 paraprofessional support staff, and Pyramid will provide such 1-1 paraprofessional support staff services for each student identified by Pyramid and the LEA as requiring such services.

b. If applicable, Pyramid and the LEA further agree that services provided to the LEA under the Agreement also require the assignment of 1-1 nursing and/or professional staff, and Pyramid will provide the following nursing and/or professional staff to render the agreed upon services:

<u>Individual Nursing and/or Professional Staff:</u>	<u>Individual Staff Hourly Rate:</u>
N/A AT THIS TIME	\$
N/A AT THIS TIME	\$
N/A AT THIS TIME	\$
N/A AT THIS TIME	\$

2. PYRAMID COST: Pyramid will be responsible for the payments of all wages, fees, and benefits to all support staff rendering services under this Addendum.

3. LEA COST:

a. The LEA will compensate Pyramid for all 1-1 paraprofessional support services provided under this Addendum at the rate of \$153.00 per day for each student identified by Pyramid and the LEA as requiring such services.

b. If applicable, the LEA will compensate Pyramid for all 1-1 nursing and/or professional staff services provided under this Addendum in accordance with the individual staff's hourly rate set forth in paragraph 1(b) above plus an additional 15% of said hourly rate.

4. INVOICING AND PAYMENT: Pyramid will provide monthly invoices to the LEA for all services performed under this Addendum. Payment shall be due to Pyramid within thirty (30) days of the date of invoice. If any balance due as invoiced remains unpaid for sixty (60) days after written demand for payment, the account may be referred to Pyramid's counsel for collection. All reasonable attorneys' fees and collection fees plus interest and costs, shall be added to the outstanding balance and shall be the responsibility of the LEA. The default rate of interest shall be six percent (6%) per annum.

5. ENROLLMENT REQUIREMENT: Pyramid will only invoice the LEA for 1-1 nursing, professional or paraprofessional support services if the applicable student remains enrolled in Pyramid's private academic school.

6. ATTENDANCE: So long as the applicable student remains enrolled in Pyramid's private academic school, Pyramid will invoice the LEA for 1-1 nursing, professional or paraprofessional support services in accordance with this Addendum regardless of the applicable student's attendance.

7. CONFLICT AND RATIFICATION: In the event of a conflict between the Agreement and this Addendum, the terms of this Addendum shall control. All other terms of the Agreement are hereby ratified and shall remain in effect.

THE PARTIES HERETO, each intending to be legally bound, have caused the execution of this Addendum as of the day, month, and year first above written.

PYRAMID HEALTHCARE, INC.

DATE: _____

By: _____
Jason Hendricks, Chief Executive Officer

SOUTH EASTERN SCHOOL DISTRICT

DATE: _____

By: _____

Print Name: _____

Print Title: _____

SERVICES AGREEMENT

between Specialized Education of Pennsylvania, Inc. and South
Eastern School District
for the 2026-2027 RSY at High Road School of East York and
High Road School of Southern York

This Services Agreement is dated August 1, 2026 (“Effective Date”), between Specialized Education of Pennsylvania, Inc. (“SESI”) that owns and operates High Road School of East York and High Road School of Southern York, each a private academic school in Pennsylvania and South Eastern School District, (referred to herein as “District,” even in instances where the counterparty refers to itself as “Board”) (“Agreement”).

WHEREAS, SESI owns and operates High Road School of East York, and High Road School of Southern York, that delivers behavioral, social, emotional and special education services to students (the “School” both individually and jointly); and

WHEREAS, the District desires to refer District students to the School whose Individualized Education Plan (“IEP”) have identified the Program as an appropriate placement (each a “Student”); and

WHEREAS, this parties have agreed to enter into a master set of terms and conditions that will govern the Services (defined below) as outlined in each student enrollment form.

WITNESSETH

NOW, THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

1. Services. The District may from time to time refer students to be enrolled in the School (hereinafter referred to as “Student” or “Students”) as set forth herein.
2. Term and Termination. The term of this Agreement will begin on August 1, 2026, and end on July 31, 2027, unless otherwise extended in writing by the parties (“Term”). Either party, upon thirty days written notification to the other party, may terminate this Agreement. SESI will be paid for all services delivered through the Termination Date.
3. Distance Learning. When due to government mandated closures or unforeseen circumstances that prevent SESI from conducting in-person classes, SESI may deliver the Services, in whole or in part, via distance learning to the extent practicable, using programs, systems, teaching techniques, diagnostic tests, evaluation, academic courses and materials adapted for distance learning at the level of service reasonably practical under the same circumstances, at the fees, rates and payment schedules as set forth in this Agreement.
4. Enrollment of Students in the Program. Upon a student referral by the District, the District will provide SESI with an established Functional Behavioral Assessment (“FBA”) & Behavior Intervention Plan (“BIP”) or provide an FBA and BIP within thirty (30) days if student is approved by SESI for enrollment in Program. SESI will evaluate each District-referred student (including but not limited to the student record, IEP, student observations, and Program visits) and determine whether the Program

can meet the needs of the student as outlined in the student's current IEP, FBA and BIP. After such evaluation, SESI has final discretion to determine if a student is accepted into the Program and may decline acceptance by providing written notification to the District of its reason(s) for decline. Upon acceptance by SESI of a student into the Program, such student's placement and SESI will agree on a commencement date for each student. To the extent SESI determines a Student's placement is no longer in the best interest of the Student after enrollment in the Program, SESI will notify District in writing and the parties will convene a meeting within thirty (30) days of SESI notification to discuss student transition and alternate placement.

5. General Supervision of Services. The District or its designated representatives shall have the right to general supervision of the Services, the right to approve such Services and the right to make changes to the Services in accordance with the terms of a Student's IEP. SESI will maintain records of the Services provided to the Students, invoices issued to the District and payments made to SESI during the term of this Agreement. Such records shall be consistent with any guidance or standards developed by the Department of Education. SESI shall allow the District or the Pennsylvania Department of Education to conduct announced and unannounced site visits and to review all documents relating to the provision of special education services to the Students during hours that are least disruptive to the daily operation of the School. SESI will be responsible for completing and documenting time for the District to qualify for ACCESS billing. This documentation will be submitted to the district on a timely basis. The District will coordinate with IU #12 to train the program staff on procedures to complete the necessary ACCESS billing documentation.
6. Fee. In consideration of the Services to be provided by SESI, the District will pay SESI the fees set forth on Exhibit A.
7. Invoicing and Payment. SESI will invoice the District monthly by the 15th day of the following month in which Services were provided. All invoices are due and payable within thirty (30) days of receipt. The District agrees to pay SESI the Tuition during the Term regardless of the actual attendance of the Student.
8. Compliance with Applicable Laws. SESI represents it complies with applicable laws and regulations governing the Services including student privacy laws including the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). The School is non-public and maintains licenses and certifications as required by Pennsylvania law. SESI employees have the requisite skill, expertise and knowledge necessary to perform the Services required under the terms of this Agreement.
9. Background checks. SESI employees who are assigned to perform the Services meet the hiring requirements for school-based employees as required by applicable state laws and regulation.
10. Student Progress Reports. SESI shall make available to the District or its representatives those progress and evaluative reports upon request or as required by a Student's IEP.
11. Force Majeure. Neither party will be liable to the other party hereunder or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, disease outbreak or widespread illness, electronic computer virus, civil disturbances, war, and strike.
12. Indemnification and Limitation of Liability. To the extent permitted under law:

a. District agrees to indemnify SESI and its officers, directors and employees (“SESI Indemnitees”) against and from Claims (defined below) asserted by third parties for direct costs, expenses (including reasonable attorney’s fees), damages, injury or loss (“SESI Losses”) to which SESI may be subjected by reason of gross negligence or willful misconduct of District, its officers, directors or employees; provided however, SESI Indemnitees may not seek indemnification from District for any SESI Losses caused, in whole or in part, by the acts or omissions of SESI, its officers, directors and employees;

b. SESI agrees to indemnify District and its officers, directors and employees (“District Indemnitees”) against and from Claims (defined below) asserted by third parties for direct costs, expenses (including reasonable attorney’s fees), damages, injury or loss (“District Losses”) to which District may be subjected by reason of gross negligence or willful misconduct of SESI, its officers, directors or employees; provided however, District Indemnitees may not seek indemnification from SESI for any District Losses caused, in whole or in part, by the acts or omissions of the District, its officers, directors and employees.

c. Claims. If a claim for indemnification (a “Claim”) is to be made by a party entitled to indemnification hereunder against the indemnifying party, the party claiming such indemnification shall give written notice (a “Claim Notice”) to the indemnifying party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to damages for which indemnification may be sought under this Section. Such Claim Notice shall specify the nature and amount of the Claim asserted, if actually known to the party entitled to indemnification hereunder. Subject to the limitations of this Section, the failure of any indemnified party to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that the indemnifying party demonstrates actual damage caused by such failure.

d. Notwithstanding any other provision, the total liability of SESI for all claims under this Agreement is limited to the total amount of fees paid to SESI under this Agreement. Neither SESI nor the District shall in any event be liable for any indirect, consequential, or punitive damages, even if SESI or District have been advised of the possibility of such damages.

13. Disputes and Investigations. In the event that any action, suit, proceeding or investigation relating to this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense. In the event any dispute arises out of this Agreement, the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of the referred Student shall be of the foremost concern in resolving such disputes.
14. Assignment. No assignment of this Agreement or of any duty or obligation or performance or payment hereunder, shall be made by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that SESI may assign this Agreement or any duty or obligation or performance or payment hereunder to a subsidiary or affiliate of SESI or any entity acquiring all or substantially all of the stock, equity or assets of SESI.
15. Notice. Any notice required to be given under this Agreement shall be in writing and shall be duly served when it is (i) hand delivered to the addresses set out below, (ii) deposited, duly registered or certified,

return receipt requested, in a United States Post Office, or (iii) via overnight delivery, to the party at the following addresses:

For the District:	For SESI
South Eastern School District 377 Main Street, Fawn Grove, Pennsylvania, 17321, United States Attention: Special Education Director	Specialized Education of Pennsylvania, Inc. PO Box 444 Elmsford NY 10523. Attention: Michael Esposito With a copy to General Counsel at 150 Rouse Boulevard, Suite 210 Philadelphia, PA 19112

Any party may designate a different address by giving the other party thirty (30) days prior written notice in the manner provided above.

16. Governing Law. This Agreement shall be construed, interpreted, and governed by the laws of Pennsylvania.
17. Academic Assessment. SESI will provide the Student normal and standardized “pre_post” academic assessment each year.
18. Student Lunch. When the District has an enrolled student in an out-of-District placement, the District remains responsible for ensuring that lunches are available to the student even if the approved special education school does not participate in the National School Lunch Program. The same principle of access to meals applies if a student with disabilities would have been eligible to participate in a school breakfast program at the school the student would have attended if the student had not been placed outof-District.
19. Independent Contractor. The relationship between the District and SESI shall be that of principal to independent contractor, and the employees of one shall not be deemed employees of the other for any purpose whatsoever. Each party shall maintain during the term of this Agreement such disability and worker’s compensation insurance for its respective employees and staff as is required by law. Each party shall indemnify and hold harmless the other against any claim or demand made by employees or staff of the indemnifying party against the other based on rights or privileges applicable to employees of the other. Each party shall be solely responsible for the hiring, training, and termination of its own employees and contractors.
20. Entire Agreement. This Agreement includes all exhibits, schedules, attachments attached hereto are incorporated herein by reference. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous oral and written agreements and statements, all of which have been fully integrated herein. This Agreement also supersedes any course of conduct, performance or dealing between the parties. No amendment or modification changing this Agreement’s scope or terms shall have any force or effect unless executed and delivered in writing and signed by all parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of the Effective Date above.

South Eastern School District

Name:

Title:

Date:

Specialized Education of Pennsylvania, Inc.

Dawn Thomas

Dawn Thomas (Jul 14, 2026 08:34:18 CDT) -

Name: Dawn Thomas

Title: President

Date: 07/14/2026

Exhibit A
High Road School of East York and
High Road School of Southern York Fee Schedule
Guaranteed Fees for 2026-2027 Regular School Year

Total Guaranteed Fee	\$491,760.00		
Rate Type	Fee Per Day	Number of Students	Number of Days
Guaranteed Special Ed. Seat	\$448.00	4	180
Additional Special Ed. Seat	\$503.00	See below	See below
Guaranteed Seat 1:1 Aide	\$235.00	4	180
Additional Seat 1:1 Aide	\$269.00	See below	See below
Guaranteed Seat Fees includes Speech and Language services. Occupational Therapy services are billed directly to the District.			

- a. Guaranteed Seat Tuition. The District agrees to pay SESI the guaranteed fees set forth above regardless of whether the District refers or enrolls any Students during the Term. Students may not be added to the Guaranteed Seat count after January 15. Students added after January 15 will be subject to the Additional Seat and Additional 1:1 rates noted above.
- b. Additional Student Tuition. When the total student enrollment in the prior month exceeds the number of guaranteed seats set forth above, the Additional Special Ed Seat Fee, as set forth above will be charged for each day such overage occurs.
- c. Additional PCA or 1:1 Aide Fees. When a student enrolled in an Additional Special Ed Seat is in need of a PCA or 1:1 Aide, the Additional 1:1 Seat Fee will be charged per student for each day an Additional 1:1 Aide is required. In the event a student occupying a Guaranteed Seat no longer requiring the services of a Guaranteed 1:1 Aide during the Term, District will continue to pay for such Guaranteed 1:1 Aide until such time as that Aide can be re-assigned to a student from a different District with a need for 1:1 Aide.
- d. Billing. The Total Guaranteed Fee will be invoiced in 10 equal monthly installments. Invoices will also include applicable Additional Seat(s) and Additional 1:1 Aide(s).



Heartland School Solutions
765 Jefferson Road Suite #400
Rochester, NY 14623
Phone: 1-800-724-9853 x3092
Email: patrick.clemens@e-hps.com

Account: South Eastern School District
HSS ID: 2427893-021074
Reference: <https://heartlandschoolsolutions.lightni>
Date: 6/18/2026
Contact: Leah Pritchett
Sales Rep: Patrick Clemens

Valid for 30 days from the date of this quote. It is provided for informational and/or budgetary purposes only.

Product Code	SAAS Products	Quantity	Price	Total
HSS1015	SAAS: Mosaic Cloud Front of the House	6	\$ 1,225.00	\$ 7,350.00
HSS0661A	SAAS: Discount Compass Subscription	1	\$ (963.00)	\$ (963.00)
HSS1018	SAAS: Discount Mosaic Cloud Front of the House	6	\$ (155.00)	\$ (930.00)
SAAS Total				\$5,457.00

Product Code	Professional Services	Quantity	Price	Total
HSS0970E	PSV: Mosaic FOH District Remote Implementation Daily	3	\$ 1,299.00	\$ 3,897.00
Professional Services Total				\$3,897.00
Total:				\$9,354.00
Grand Total:				\$9,354.00

Annual Subscription

The effective start date of your Subscription begins on the first day of delivery of service which will be considered the anniversary date for the subsequent year. Annual Subscription includes all subscription enhancements and technical phone support to customers who are in good financial standing with Heartland School Solutions. Your signature on this proposal confirms that you understand this agreement.

Product Code	Subscription Products	Quantity	Price	Total
HSS1080	SUB: Mosaic Cloud Front of the House	6	\$ 1,225.00	\$ 7,350.00
HSS1083	SUB: Discount Mosaic Cloud Front of the House	6	\$ (155.00)	\$ (930.00)
Subscription Total				\$6,420.00

Support, Subscription, Warranty Total: \$6,420.00

Terms and Conditions

- Standard hardware product lead time is 2 weeks.
- Lead time is subject to change without notice based on product availability.
- If applicable, lead time updates will be provided.
- Prices are subject to change without notice.

Agreement between said Account and Heartland School Solutions

1. Upon agreement to proceed, Heartland School Solutions requests said Account provide an original Purchase Order and signed proposal for the purchase of the products and/or services described in this proposal.
2. The Purchase Order must include both a Bill to and Ship to address. When a valid Purchase Order is provided, there is no requirement to fill out the Address and Contact information below.
3. In lieu of a Purchase Order, this signed document may serve as the confirmation that said Account has committed the necessary funds for the purchase of the products and/or services described in this proposal.
4. In lieu of a Purchase Order, Address and Contact information must be provided below.
5. When applicable, provide a current Tax Exempt Certificate for our files, otherwise sales tax will be included on your invoice.
6. When applicable, implementation dates will be confirmed by the Heartland School Solutions Implementation Coordinator.
7. When applicable, travel expenses (air, lodging, rental car, meals, mileage, other related charges) incurred while conducting onsite services will be included on your invoice.
8. Annual Subscription: The effective start date of your Annual Subscription begins on the first day of service upon the completion of your project implementation.
9. Unless otherwise indicated, the ongoing Annual Subscription fee will be invoiced to said Account that signed this agreement.***
10. Your signature on this proposal confirms you understand the agreement.

This Proposal is subject to written acceptance by an authorized Purchaser and Heartland School Solutions. By signing this proposal you are agreeing to the terms and conditions set forth in this Proposal and the agreement(s) included with this Proposal or attached hereto and made a part hereof.

Signature _____ **Date** _____

Print Name _____ **Title** _____

*** Annual Subscription: If Annual Subscription fee is invoiced to an Account other than said Account that signed this Agreement, list the Account here.

Account Name _____

Billing Contact _____

Email _____

If no valid Purchase Order is provided, the following Account Address and Contact Information are Required.

Bill to Account Address and Contact Information

Name _____

Phone _____

Email _____

Address _____

City _____

State _____

Zip Code _____

If possible please include +4 digits

Ship to Account Address and Contact Information (Ship to Address must not be a PO Box)

Name _____

Phone _____

Email _____

Address _____

City _____

State _____

Zip Code _____

If possible please include +4 digits

CONTRACT FOR PUPIL TRANSPORTATION SERVICES

THIS AGREEMENT made this 21st day of July, 2026 in York County, Pennsylvania, by and between SOUTH EASTERN SCHOOL DISTRICT, a School District organized under the laws of the Commonwealth of Pennsylvania, with its office at 377 Main Street, Fawn Grove, Pennsylvania (the "School District"), and Red Lion Bible Church and Christian School, (the "Contractor"), a non-profit entity authorized to do business in Pennsylvania, with an office at 105 Springvale Road, Red Lion, PA 17356.

WHEREFORE, in consideration of the obligations and responsibilities contained herein intending to be legally bound hereby, the parties agree as follows:

1. Contract. The agreement between the parties shall consist of this instrument.
2. Performance. The Contractor shall perform all the services and requirements subject to all duties and liabilities set for in the Contract, in prompt, responsible and workmanlike manner and in compliance with all laws and regulations, whether or not specified in any document.
3. Payment. The daily rate of \$282.20 will be used for payment for 175 school days totaling \$49,385 for the 2026-2027 school year.
4. Indemnification. The Contractor shall defend, indemnify and hold harmless the School District and its officers, agents and employees from and against any and all claims, suits, judgments and demands whatsoever, including without limitation, costs, litigation expenses, counsel fees and liabilities with respect to injury to, or death of, any person or persons whatsoever, or damage to property of any kind by whosoever owned, arising out of or relating to or caused or claimed to have been caused in whole or in part by the acts or omissions of the Contractor, its agents, subcontractors, and employees.
5. Failure to Perform.
 - a) If the Contractor fails to perform satisfactorily, or to furnish safe and adequate personnel and equipment, or otherwise fails to comply with the terms of the Contract, the School District may serve written notification upon Contractor of intention to terminate and, unless within thirty (30) days after service of such written notice of the condition or violation the Contractor shall cease and make satisfactory arrangements for the correction thereof, this Agreement

shall, upon the expiration of ten (10) days, cease and terminate. School District may then procure services elsewhere.

If the Contractor breaches any provision of this agreement and if such breach is not cured within the timeframe described above in the first paragraph of this section, the District, after providing notice of such breach in reasonable detail, shall have the right to terminate the Contract by giving written notice thereof to the Contractor, which termination shall go into effect immediately upon receipt.

6. Calendar Days

The Contractor's school 2026-2027 student calendar provides for approximately one-hundred seventy-five (175) days, plus or minus a few days.

7. Miscellaneous.

- a) It is the intent of the parties to this Contract, which intent shall be utilized in interpreting the Contract and the relationship between the parties hereto, that the Contractor shall be an independent contractor for the furnishing of transportation services only, and that the Contractor is not an agent, servant, employee or official of the School District.
- b) This Contract shall be interpreted and have effect in accordance with the laws of the Commonwealth of Pennsylvania.
- c) Without the specific authorization and written consent of the other party, this Contract may not be assigned by either party.
- d) This Contract contains the entire understanding and agreement between the parties hereto. There are no other understandings or agreements, oral or written, between the parties. This Contract may be modified only upon written agreement signed by both parties.

(Signature Page follows)

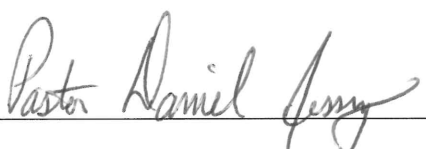
IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties, through their duly authorized representatives, execute this Contract as of the day and year first above written.

SOUTH EASTERN SCHOOL DISTRICT

Witness (Secretary) By: _____
President

RED LION BIBLE AND CHRISTIAN SCHOOL
CONTRACTOR



Witness By: 
Title: Senior Pastor

SCHOOL DISTRICT,
York, Pennsylvania

RESOLUTION -

WHEREAS, this School District is an intermediate unit member district (“IU Member District”) of the Lincoln Intermediate Unit No. 12 (the “Intermediate Unit”), a part of the public school system of the Commonwealth of Pennsylvania (an intermediate unit established under Article IX-A of the Public School Code of 1949, 24 P.S. §§ 9-951, *et seq.*, as amended and supplemented); and

WHEREAS, this School District is an authority member district (“Authority Member District”) the York/LIU Joint Authority (the “Authority”), which Authority owns the York Learning Center, in York, Pennsylvania and which is operated by the Intermediate Unit for the benefit of this School District and the other Authority Member Districts and, on a tuition basis, for other IU Member Districts which are not Authority Member Districts; and

WHEREAS, the Authority and the Intermediate Unit have determined that it is necessary to undertake a capital project consisting of designing and constructing various alterations, renovations and improvements to the York Learning Center (the “Capital Project”); and

WHEREAS, it is anticipated that the York/LIU Joint Authority (the “Authority”) will finance such Capital Project through the issuance of lease revenue bonds or notes not to exceed the maximum principal amount of \$50,000,000 (the “Bonds”); and

WHEREAS, the Bonds shall be secured by a Lease Agreement between the Intermediate Unit and the Authority (the “Lease”) whereby the Intermediate Unit shall be obligated to pay the debt service on the Bonds; and

WHEREAS, the Authority shall establish a base enrollment for Authority Member Districts and for IU Member Districts which are not Authority Member Districts to service the Bonds. The base enrollment shall be 130 students for Authority Member Districts. The base enrollment shall be 10 students for IU Member Districts which are not Authority Member Districts.

WHEREAS, it is anticipated that this School District shall pay to the Intermediate Unit (i) an annual contribution in the amount of One Hundred Thousand Dollars (\$100,000), and (ii) tuition at the rate of Seven Thousand Two Hundred Dollars (\$7,200) per Average Daily Membership (ADM), which amounts, collectively, shall be used to maintain the York Learning Center, to make lease rental payments to the Authority in an amount necessary to service the Bonds; provided, however, that such payments shall be subject to adjustment by the Intermediate Unit under the following circumstances:

1. In fiscal years where annual enrollment has exceeded the base enrollment:

Any audited surplus would be credited back to each current and active Authority Member District proportionate to the total number of current and active Authority Member

Districts, less 50% to establish an internal capital reserve account. Once the capital reserve account has been established, 100% of the audited surplus would be credited back proportionate to the total number of current and active Authority Member Districts at the value of the surplus.

2. In fiscal years where annual enrollment has fallen short of the base enrollment:

The audited shortfall would be shared proportionate to the total number of current and active Authority Member Districts.

NOW THEREFORE, BE IT DULY ADOPTED, by the Board of this School District, as follows:

SECTION 1. The Board of this School District approves the Capital Project and the issuance of the Bonds by the Authority to finance the Capital Project to be secured by the Lease.

SECTION 2. This Resolution shall become effective in accordance with law.

SECTION 3. In the event any provision, section, sentence, clause, or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause, or part of this Resolution, it being the intent of this School District that such remainder shall be and shall remain in full force and effect.

SECTION 4. All other resolutions or parts of resolutions inconsistent herewith shall be and the same expressly are repealed.

DULY ADOPTED, this ____ day of _____, 2026, by the Board of this
School District, in lawful session duly assembled.

SCHOOL DISTRICT,
York, Pennsylvania

By: _____
(Vice) President

ATTEST:

(Assistant) Secretary

(SEAL)

CERTIFICATE

I, the undersigned, Secretary of the Board of the _____ School District, York County, Pennsylvania (the “Board”), certify: that the foregoing is a true and correct copy of a Resolution which duly was adopted by an affirmative vote of a majority of the nine members of the Board at a meeting duly convened and held by the Board, at which meeting a quorum was present; that said Resolution duly has been recorded in the minutes of the Board; and that said Resolution is in full force and effect, without amendment, alteration or repeal, as of the date of this Certificate.

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Board, this _____ day of _____, 2026.

(Assistant) Secretary

(SEAL)