

HANOVER AREA SCHOOL DISTRICT
HANOVER TWP., PA 18706

CONTRACT FOR TRANSPORTATION

THIS AGREEMENT ENTERED INTO THIS 15 DAY OF August, 2022, BY AND BETWEEN THE BOARD OF SCHOOL DIRECTORS OF THE HANOVER AREA SCHOOL DISTRICT, 1600 SANS SOUCI PARKWAY, HANOVER TWP., PA 18706, HEREINAFTER REFERRED TO AS "THE DISTRICT", AND PACE TRANSPORTATION OF 123 ARMSTRONG RD, PITTSTON, PA 18640, ITS SUCCESSORS AND ASSIGNS, HEREINAFTER REFERRED TO AS "THE CONTRACTOR",

WHEREAS, the parties are desirous of entering into an Agreement whereby Hanover Area will hire the Contractor as an Independent Contractor, to provide transportation to certain students of Hanover Area.

NOW, THEREFORE, the above premises being incorporated into this Agreement by reference, and in consideration of the mutual promises and covenants contained hereinafter, as the parties hereto, intending to be legally bound, agree as follows:

I. DEFINITIONS

A. "Board" shall mean Hanover Area School District Board of Education.

B. "School Administration" shall mean the Superintendent of Schools of Hanover Area, or his or her designee.

C. "School Transportation Vehicle" shall mean a vehicle with body and chassis which is licensed by the Commonwealth of Pennsylvania to operate as a vehicle designed to transport students and which meets all established regulations and laws as promulgated by the Commonwealth of Pennsylvania, if any.

D. "School Student Transportation Driver" shall mean a legally qualified driver licensed by the Commonwealth of Pennsylvania, who is physically, morally and emotionally suitable, and an individual who is accepted by Hanover Area and School Administration to transport Hanover Area students.

E. "State Rate" shall mean the rate compiled by the Commonwealth of Pennsylvania, Department of Education, for the purposes of determining the proper charge to be paid to a public school transportation contractor, which rate includes various factors and a cost index rate.

II. CONSIDERATION

A. The District shall pay the Contractor the State Rate for all vehicles used to carry out transportation contemplated by this Agreement. The consideration shall be paid monthly to the Contractor. The Contractor shall be responsible for paying for gasoline, insurance, drivers and all other necessary expenses to fulfill the conditions of this Agreement.

B. In subsequent years, the Agreement amount will be revised based upon the most recent maximum allowable reimbursement figure submitted to the Commonwealth of Pennsylvania.

C. The Contractor shall provide school transportation vehicles necessary to accommodate the transportation of students as determined by Hanover Area.

III. SCHOOL STUDENT TRANSPORTATION VEHICLES

A. The Contractor shall provide School Student Transportation Vehicles with equipment customarily required in such vehicles or as may be required by Hanover Area.

B. The Contractor agrees to assume all responsibility and liability for any and all damages to School Student Transportation Vehicles caused by students and shall hold harmless Hanover Area for such damage.

C. In coordination with the District, the Contractor will maintain up-to-date rosters for special needs students subject to transportation. Such rosters will be updated daily via the District's student information system. The Contract will furnish its van drivers with daily up-to-date rosters.

IV. TERM

This Agreement shall commence on August 16, 2022 and shall terminate on July 31, 2023. The Parties shall have the right to negotiate within six (6) months before the end of the one (1) year period for an additional one (1) year extension.

V. LIABILITY

The Contractor shall maintain, through the term of this Agreement, insurance policies covering all School Student Transportation Vehicles used by the Contractor in fulfilling this Agreement and insuring Hanover Area and the Contractor against liability for personal injury, death of property damage resulting from the operation of any of the School Transportation Vehicles operated and/or owned by the Contractor, its agents or employees in the fulfillment of the terms of this Agreement, which insurance shall have an underlying general liability policy not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and auto coverage with a minimum combined single limit of coverage of at least \$1,000,000.00. Hanover Area shall be listed as an additional insured on the Contractor's policies and a Certificate of Insurance shall be presented to Hanover Area prior to the commencement of the term of this Agreement. The insurance policies shall provide that the insurance coverage will not be altered, modified or canceled without giving Hanover Area thirty (30) days prior notice thereof.

VI. REPORTS

The Contractor agrees to furnish such reports as may be required by the School Administration, the Board or its designated representative, to maintain District records, verify invoices, and including but not necessarily limited to: Insurance Certificates, Vehicle Information, Mileage Data (both with and without students), cooperate with Hanover Area in providing necessary information to compile and submit reports and other documents required by the State and Federal Government and its agencies. All vehicle data entered into Hanover Area transportation software will be independently reviewed by someone other than the person who entered the data, and all transportation invoices will be reviewed by someone other than the person who prepared the invoice. All District-generated transportation invoices will be sent to the Contractor who must indicate agreement with the accuracy of the invoice before payment.

VII. COMPLIANCE WITH LAWS

A. The Contractor shall furnish School Student Transportation Vehicles which conform to the standards for school transportation vehicles approved by the Department of Traffic Safety of the Pennsylvania Department of Transportation, Public Utility Commission, Mass Transit Authorities and all laws and regulations. School Student Transportation Vehicles shall meet the minimum standards of the Bureau of Traffic Safety and shall pass annual inspections by the Pennsylvania State Police during the month of August. All School Student Transportation Vehicles shall conform to provisions of all laws and shall be in good mechanical and sanitary condition. After the effective date of this Agreement and in the event additional safety features are required by State Law that involve expenditures the Parties agree to try to negotiate the costs of installation of such features.

B. The Contractor agrees to comply with and observe all provisions of the Pennsylvania Vehicle Code and all other applicable laws.

C. Every School Student Transportation Driver shall meet, to the extent applicable, all the regulations of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation in regard to application, age, fitness, competence, conduct, licensing, physical examination, continuing eligibility and all other laws, provided, that such School Student Transportation Driver shall have passed annually administered physical examinations required by either the Public Utility Commission, the Interstate Commerce Commission or the Department of Transportation. Additionally, all School Student Transportation Drivers shall comply with the provisions of the Pennsylvania Child Abuse History Clearance Act regarding background checks and eligibility for hire. The Contractor will provide the Superintendent or designated administrator of the District, the criminal history record information and child abuse clearance required by Acts 34 and 151, including FBI background checks and Fingerprinting, for all its drivers by August 1 of every year and in advance of assigning any person to a position involving direct contact with pupils of Hanover and shall forward to the Superintendent or designated administrator of Hanover notice of any conviction or arrest of its drivers within seventy-two (72) hours. No person employed or at the direction of the Contractor shall be allowed on District property or on Contractor vans while providing Contractor services for the District unless the required clearances are on file in the District. No persons without the required clearances shall be allowed to perform any work, mechanical or otherwise, on District dedicated buses. The Contractor agrees that it shall, to the extent applicable, comply with the acts of assembly for both the United States Congress and the Legislature of the Commonwealth of

Pennsylvania, and regulations of any agencies of the United States and Commonwealth of Pennsylvania.

D. Additionally, for each and every driver, employee or contractor provided by the Contractor to the District, the Contractor shall provide the results of the Request for Federal Criminal History Record (Act 114 of 2006) - Section 11 of PSC(c). Administrators shall require the applicant to submit with the application for employment a set of fingerprints which may be submitted to the Federal Bureau of Investigation for Federal criminal history record information current under applicable law. The Contractor shall provide copies of all such records in order that the District may maintain records of clearances on file at both District and the Contractor's office.

E. The Contractor, all School Student Transportation Drivers and all individuals used in fulfillment of this Agreement shall comply with all laws, rules and regulations of all municipalities, U.S. Government, Commonwealth of Pennsylvania and the Board.

F. The District will also require all of the Contractor's drivers to complete training as required by law, including Act 126 Training ("Child Abuse Recognition and Reporting Training") and sensitivity training offered by Hanover Area.

VIII. ROUTES

Transportation routes and stops shall be determined by the School Administration and may be modified or cancelled by the School Administration as occasion demands. The School Student Transportation Driver shall not deviate from the designated route except by written consent of the School Administration or, in the case of an emergency, which shall be reported promptly to the School Administration, or the School Administration's designated representative.

IX. TIME SCHEDULE

An operating time schedule shall be prepared by the School Administration in cooperation with the Contractor. This schedule shall designate the time and place of all stops. The time schedule may be modified by the School Administration as occasion demands but only after due notice has been given to parents and the Contractor.

X. OPERATION

Pupils shall be taken on and discharged from the School Student Transportation Vehicle only at the designated stops and at the extreme right of the road. No pupils shall be permitted to get on or off the vehicle while it is in motion. No School Student Transportation Driver shall permit boarding of his or her vehicle or place his or her vehicle in motion, after a student has left off the vehicle, until all safety precautions have been taken to protect the safety of the student while entering or exiting the vehicle.

XI. PASSENGERS

No person other than a school pupil shall be transported in a School Student Transportation Vehicle except that a teacher or other school official may ride when designated by the Board or the Superintendent. Nothing except passengers and their belongings shall be transported in the School Student Transportation Vehicle while it is engaged in transporting pupils to and from school.

XII. ADDITIONAL REQUIREMENTS

A. The School Student Transportation Vehicle, as applicable, shall come to a complete stop immediately before traversing railway or trolley grade crossings and shall make a complete stop at all highway intersections protected by a "STOP" sign.

B. All School Student Transportation Vehicles shall not be loaded beyond the seating capacity of the vehicle.

C. The speed of a School Student Transportation Vehicle shall at all times be consistent with the safety of the passengers and shall at no time exceed the speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, PennDOT, as promulgated from the Vehicle Code.

D. The District will limit access to all student information and data, including but not limited to video and demographic, to only District and Contractor employees permitted by the District in the District's sole discretion.

E. Upon twenty-four (24) hours' notice, the District or its designees shall have the right, at any time, to inspect any aspect of the Contractor's operations, relative to the services it provides to the District, in order to determine compliance with the District's requirements and the terms and conditions of this Agreement.

F. It is understood and agreed to that there shall be monthly transportation meetings between the Parties hereto to discuss problems and concerns that the Parties may have relative to the operation of transportation services and the obligations to the Parties to this Agreement.

G. This Agreement for transportation services is subject to review and approval by the Pennsylvania Department of Education pursuant to the Pennsylvania School Code of 1949 as amended as well as 22 PA Code Section 23.2.

H. This Agreement may be amended or modified only in a writing signed by both of the parties hereto.

I. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of, and be enforceable by, the District and the Contractor and their respective successors

and assigns, provided that the services provided by the Contractor under this Agreement are of a personal nature, and the rights and obligations of the Contractor under this Agreement shall not be assignable unless approved by the District, which approval shall not be unreasonably withheld.

J. If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be modified or construed in a manner so as to give the maximum valid and enforceable effect to the intent of the Parties express therein.

K. The waiver by either Party of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

L. This Agreement shall be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania, both substantive and procedural, without giving effect to any choice or conflict of law provisions or rules that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

M. The Parties hereby agree that the exclusive venue for any action arising under or relating to this Contract shall be the United States District Court for the Middle District of Pennsylvania and the Court of Common Pleas of Luzerne County. The Parties hereby waive and any all objections to personal jurisdiction and venue solely as they may relate to the enforcement of the terms of this Agreement in the Commonwealth of Pennsylvania. Each of the Parties hereto hereby waives personal service of process in connection with any disputes arising under this Agreement and agrees that service of process shall be effected upon each Party by sending

duplicate copies of the required process via United States certified mail to the addresses set forth above.

XIII. INDEPENDENT CONTRACTOR

It is understood and agreed by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent or employee of Hanover Area.

XIV. NON-ASSIGNABILITY

This Agreement shall not be transferred. Another School Student Transportation Vehicle which has been lawfully certified for current use in Pennsylvania and/or another properly certified School Student Transportation Driver may be substituted in emergencies upon consent of the Board or the designated representative, but only for the duration of the emergency. The Contractor further agrees to indemnify the District, its officers, administrators, and employees, against any civil penalty assessed on account of the Contractor's non-compliance with the requirements of the Act or this agreement provision.

XV. TERMINATION

If the Contractor violates any of the terms and conditions of this Agreement, the Board, in its sole discretion, may terminate this Agreement. However, prior to any such termination, the Board shall give the Contractor fifteen (15) days prior written notice of the breach of any term hereunder, and allow the Contractor said period of time to cure any breach, said determination regarding cure to be in the sole discretion of the District.

XVI. ADJUSTMENT

The Board may adjust all matters arising out of this Agreement not specifically provided for herein.

XVII. DRIVERS

A. The Board reserves the right, acting through its School Administration, or its designee, to require the immediate dismissal of any School Student Transportation Driver or supervisor who is judged unsatisfactory in his or her performance.

B. The Contractor shall be responsible for providing acceptable substitute School Student Transportation Drivers whenever necessary to meet the terms of this Agreement. Individual School Student Transportation Drivers shall not be allowed to provide their own substitutes.

C. School Student Transportation Drivers shall not leave a School Student Transportation Vehicle unattended at any time when students are on board.

D. School Student Transportation Drivers shall operate all School Student Transportation Vehicles in a reasonable and prudent manner with maximum regard at all times for the safety and welfare of the students being transported and with full knowledge and conformance with existing local and state laws governing the operation of motor vehicles upon all highways. This is especially true with regard to special needs students taking into account all factors necessary to protect the safety and well-being of the student.

E. School Student Transportation Drivers shall not smoke or carry a lighted cigar, cigarette or pipe when operating a School Student Transportation Vehicle with school students. School Student Transportation Drivers shall not consume or possess alcoholic beverages or controlled substances (which may adversely affect the School Student Transportation Driver's operation of a School Student Transportation Vehicle) eight (8) hours prior to nor while operating a School Student Transportation Vehicle. No School Student Transportation Driver shall possess or use, at any time, any illegally controlled substances.

F. School Student Transportation Drivers are responsible for limiting passengers only to those who are eligible to ride.

G. School Student Transportation Drivers shall not operate a School Student Transportation Vehicle carrying students in excess of its rated capacity.

H. School Student Transportation Drivers shall report accidents promptly to the Contractor. The Contractor, in turn, shall immediately inform the School Administration and within twenty-four (24) hours, submit a written report regarding each accident to the School Administration.

I. Driver Violations:

1. The Contractor shall immediately notify the Board, or its designees, of any violation(s) of law committed by drivers along with a statement of what disciplinary action has been or will be taken.

2. The Board, in its sole discretion, retains the right to require the Contractor to prohibit: 1) any driver convicted of reckless driving, moving violations or any misdemeanor or felony offense from transporting students of Hanover Area School District; and 2) any driver accused of any conduct which in the Board's sole discretion, would affect the safety of students, from transporting students of Hanover Area School District.

XVIII. TRANSPORTATION SCHEDULES

A. The Contractor, upon request, shall assist the School Administration in working out the transportation route and time schedule. Changes in routes and time schedules will take place only upon approval provided through the School Administration.

B. The Contractor shall insist that School Student Transportation Drivers who discover cause for route or time adjustment will report it to the bus supervisor who will take the

matter up with the proper school officials. Changes in routes and time schedules will take place only when properly authorized through the School Administration.

XIX. SCHOOL STUDENT TRANSPORTATION VEHICLE LISTS

The Contractor shall submit a complete list of all vehicles to be used during the year to the School Administration and shall re-submit such list prior to August 1 of any subsequent school year. This list shall include:

- A. Name of Manufacturer
- B. Manufacture year of vehicle
- C. Serial or Vehicle Identification Number
- D. Pupil Capacity

XX. CLEAN VEHICLES

All School Student Transportation Vehicles will be appropriately cleaned inside and outside. The School Administration will notify the Contractor on complaints concerning cleanliness.

XXI. FUNDING FORMULA

If the funding formula established by the Commonwealth of Pennsylvania relative to transportation changes or is amended, the District and the Contractor shall have the option to renegotiate this Agreement.

XXII. COUNTERPARTS

This Agreement can be executed in one or more counterparts which, when read together, will constitute one effective and binding Agreement. This Agreement and any exhibits attached to this Agreement contains the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings and agreements between such Parties.

IN WITNESS WHEREOF, the parties above named have here set their hands and seals
the day and year aforesaid.

FOR THE BOARD OF SCHOOL DIRECTORS
OF HANOVER AREA SCHOOL DISTRICT

Pace Transportation
Contractor

Robert Pace
Contractor

123 Armstrong Rd
Address

Pittston, PA 18640

8/9/22
Date

President

Secretary

Address

Date

HANOVER AREA SCHOOL DISTRICT
HANOVER TWP., PA 18706

CONTRACT FOR TRANSPORTATION

THIS AGREEMENT ENTERED INTO THIS 9 DAY OF August, 2022, BY AND BETWEEN THE BOARD OF SCHOOL DIRECTORS OF THE HANOVER AREA SCHOOL DISTRICT, 1600 SANS SOUCI PARKWAY, HANOVER TWP., PA 18706, HEREINAFTER REFERRED TO AS "THE DISTRICT", AND RELIABLE INCORPORATED OF 2010 WYOMING AVENUE, WYOMING, PA 18644, ITS SUCCESSORS AND ASSIGNS, HEREINAFTER REFERRED TO AS "THE CONTRACTOR",

WHEREAS, the parties are desirous of entering into an Agreement whereby Hanover Area will hire the Contractor as an Independent Contractor, to provide transportation to certain students of Hanover Area.

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VII. COMPLIANCE WITH LAWS

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Pennsylvania, and regulations of any agencies of the United States and Commonwealth of Pennsylvania.

D. Additionally, for each and every driver, employee or contractor provided by the Contractor to the District, the Contractor shall provide the results of the Request for Federal Criminal History Record (Act 114 of 2006) - Section 11 of PSC(c). Administrators shall require the applicant to submit with the application for employment a set of fingerprints which may be submitted to the Federal Bureau of Investigation for Federal criminal history record information current under applicable law. The Contractor shall provide copies of all such records in order that the District may maintain records of clearances on file at both District and the Contractor's office.

E. The Contractor, all School Student Transportation Drivers and all individuals used in fulfillment of this Agreement shall comply with all laws, rules and regulations of all municipalities, U.S. Government, Commonwealth of Pennsylvania and the Board.

F. The District will also require all of the Contractor's drivers to complete training as required by law, including Act 126 Training ("Child Abuse Recognition and Reporting Training") and sensitivity training offered by Hanover Area.

VIII. ROUTES

Transportation routes and stops shall be determined by the School Administration and may be modified or cancelled by the School Administration as occasion demands. The School Student Transportation Driver shall not deviate from the designated route except by written consent of the School Administration or, in the case of an emergency, which shall be reported promptly to the School Administration, or the School Administration's designated representative.

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B. All School Student Transportation Vehicles shall not be loaded beyond the seating capacity of the vehicle.

C. The speed of a School Student Transportation Vehicle shall at all times be consistent with the safety of the passengers and shall at no time exceed the speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, PennDOT, as promulgated from the Vehicle Code.

D. The District will limit access to all student information and data, including but not limited to video and demographic, to only District and Contractor employees permitted by the District in the District's sole discretion.

E. Upon twenty-four (24) hours' notice, the District or its designees shall have the right, at any time, to inspect any aspect of the Contractor's operations, relative to the services it provides to the District, in order to determine compliance with the District's requirements and the terms and conditions of this Agreement.

F. It is understood and agreed to that there shall be monthly transportation meetings between the Parties hereto to discuss problems and concerns that the Parties may have relative to the operation of transportation services and the obligations to the Parties to this Agreement.

G. This Agreement for transportation services is subject to review and approval by the Pennsylvania Department of Education pursuant to the Pennsylvania School Code of 1949 as amended as well as 22 PA Code Section 23.2.

H. This Agreement may be amended or modified only in a writing signed by both of the parties hereto.

I. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of, and be enforceable by, the District and the Contractor and their respective successors

and assigns, provided that the services provided by the Contractor under this Agreement are of a personal nature, and the rights and obligations of the Contractor under this Agreement shall not be assignable unless approved by the District, which approval shall not be unreasonably withheld.

J. If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be modified or construed in a manner so as to give the maximum valid and enforceable effect to the intent of the Parties express therein.

K. The waiver by either Party of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

L. This Agreement shall be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania, both substantive and procedural, without giving effect to any choice or conflict of law provisions or rules that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

M. The Parties hereby agree that the exclusive venue for any action arising under or relating to this Contract shall be the United States District Court for the Middle District of Pennsylvania and the Court of Common Pleas of Luzerne County. The Parties hereby waive and any all objections to personal jurisdiction and venue solely as they may relate to the enforcement of the terms of this Agreement in the Commonwealth of Pennsylvania. Each of the Parties hereto hereby waives personal service of process in connection with any disputes arising under this Agreement and agrees that service of process shall be effected upon each Party by sending

duplicate copies of the required process via United States certified mail to the addresses set forth above.

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XV. TERMINATION

If the Contractor violates any of the terms and conditions of this Agreement, the Board, in its sole discretion, may terminate this Agreement. However, prior to any such termination, the Board shall give the Contractor fifteen (15) days prior written notice of the breach of any term hereunder, and allow the Contractor said period of time to cure any breach, said determination regarding cure to be in the sole discretion of the District.

XVI. ADJUSTMENT

The Board may adjust all matters arising out of this Agreement not specifically provided for herein.

XVII. DRIVERS

A. The Board reserves the right, acting through its School Administration, or its designee, to require the immediate dismissal of any School Student Transportation Driver or supervisor who is judged unsatisfactory in his or her performance.

B. The Contractor shall be responsible for providing acceptable substitute School Student Transportation Drivers whenever necessary to meet the terms of this Agreement. Individual School Student Transportation Drivers shall not be allowed to provide their own substitutes.

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E. School Student Transportation Drivers shall not smoke or carry a lighted cigar, cigarette or pipe when operating a School Student Transportation Vehicle with school students. School Student Transportation Drivers shall not consume or possess alcoholic beverages or controlled substances (which may adversely affect the School Student Transportation Driver's operation of a School Student Transportation Vehicle) eight (8) hours prior to nor while operating a School Student Transportation Vehicle. No School Student Transportation Driver shall possess or use, at any time, any illegally controlled substances.

F. School Student Transportation Drivers are responsible for limiting passengers only to those who are eligible to ride.

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H. School Student Transportation Drivers shall report accidents promptly to the Contractor. The Contractor, in turn, shall immediately inform the School Administration and within twenty-four (24) hours, submit a written report regarding each accident to the School Administration.

I. Driver Violations:

1. The Contractor shall immediately notify the Board, or its designees, of any violation(s) of law committed by drivers along with a statement of what disciplinary action has been or will be taken.

2. The Board, in its sole discretion, retains the right to require the Contractor to prohibit: 1) any driver convicted of reckless driving, moving violations or any misdemeanor or felony offense from transporting students of Hanover Area School District; and 2) any driver accused of any conduct which in the Board's sole discretion, would affect the safety of students, from transporting students of Hanover Area School District.

XVIII. TRANSPORTATION SCHEDULES

A. The Contractor, upon request, shall assist the School Administration in working out the transportation route and time schedule. Changes in routes and time schedules will take place only upon approval provided through the School Administration.

B. The Contractor shall insist that School Student Transportation Drivers who discover cause for route or time adjustment will report it to the bus supervisor who will take the

matter up with the proper school officials. Changes in routes and time schedules will take place only when properly authorized through the School Administration.

XIX. SCHOOL STUDENT TRANSPORTATION VEHICLE LISTS

The Contractor shall submit a complete list of all vehicles to be used during the year to the School Administration and shall re-submit such list prior to August 1 of any subsequent school year. This list shall include:

- A. Name of Manufacturer
- B. Manufacture year of vehicle
- C. Serial or Vehicle Identification Number
- D. Pupil Capacity

XX. CLEAN VEHICLES

All School Student Transportation Vehicles will be appropriately cleaned inside and outside. The School Administration will notify the Contractor on complaints concerning cleanliness.

XXI. FUNDING FORMULA

If the funding formula established by the Commonwealth of Pennsylvania relative to transportation changes or is amended, the District and the Contractor shall have the option to renegotiate this Agreement.

XXII. COUNTERPARTS

This Agreement can be executed in one or more counterparts which, when read together, will constitute one effective and binding Agreement. This Agreement and any exhibits attached to this Agreement contains the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings and agreements between such Parties.

IN WITNESS WHEREOF, the parties above named have here set their hands and seals
the day and year aforesaid.

FOR THE BOARD OF SCHOOL DIRECTORS
OF HANOVER AREA SCHOOL DISTRICT

Reliable Inc.
Contractor

James B. Connors
Contractor

2010 Wyoming Ave.
Address

Wyoming, Pa. 18644

8-9-2022
Date

President

Secretary

Address

Date

UPDATED
ESS Northeast LLC
Contract
F-12

Updated contract received at 4:05 PM – 8-15-22

ESS Northeast, LLC**Staff Placement Agreement**

This is an Agreement, entered into as of August 10, 2022, by and between **ESS Northeast, LLC** (the "Company") located at 800 North Kings Highway, Suite 405, Cherry Hill, New Jersey 08034 and the **Hanover Area School District** located at 1600 Sans Souci Parkway, Hanover Township, PA 18706 (hereinafter referred to as "LEA" for Local Education Agency).

Background

The Company is in the business of providing paraprofessionals, teacher assistants, and aides for school LEAs, as well as other related staff. The LEA desires to engage the services of the Company on the terms and conditions set forth in this Agreement.

NOW THEREFORE, intending to be legally bound and acknowledging the receipt of adequate consideration, the parties hereby agree to the terms of this Agreement as stated herein as follows:

1. Provision of Staff. The Company shall be the exclusive, single third party provider of paraprofessional and other staff as listed in Exhibit "A" (hereinafter "Staff").

1.1 The Company shall furnish to the LEA a complete list of Staff and their qualifications and assignments. The Company shall consult with the LEA concerning the hiring, assignment or dismissal of Staff employed at the LEA. Subject to the interview, training, background checks and certification requirements included elsewhere in the Agreement and as required by the LEA, and normal employee responsibilities attendant to employment, the Company will give the Staff currently employed in that specific position in the LEA the right to interview for the positions offered by the Company under this Agreement. LEA further agrees to forward to Company any report of criminal activity regarding these Staff during the term of this Agreement. If the LEA was serviced by another vendor prior to this Agreement, the LEA will also make a good faith effort to produce a list of staff who provided services through this vendor.

2. Treatment of Staff as Employees of the Company All Staff provided by the Company will be treated by the LEA as employees of the Company, and not as employees of the LEA, for all purposes, including but not limited to federal and state income tax purposes. Without limiting the preceding sentence:

2.1 The Company shall maintain all necessary personnel records, including annual performance reviews and payroll records for the Staff;

2.2 The LEA shall not be responsible for the payment of the wages and fringe benefits (if any) of the Staff; the Company shall withhold applicable taxes from the wages of the Staff, and shall be responsible for any payroll tax liabilities of an "employer" with respect to the Staff;

2.3 The Company shall provide applicable workers' compensation insurance coverage for the Staff in such amounts as may be required by law; and

2.4 Staff shall not be eligible for tenure with the LEA or be entitled to participate in any of the LEA's employee benefit plans, including pension, 403(b), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay and other similar plans, programs and agreements, whether or not reduced to writing.

2.5. In order to provide certain Staff who are obtaining the required initial or renewal State certifications, depending upon state requirements, the LEA recognizes that it may be required to execute certificate/permit/license applications and other related documents, such as a criminal history request as a representative of or on behalf of the Company. If necessary, the LEA designates the Company as its designee to submit a Staff's credentials to the county or state department of education office to obtain the Staff certifications. The LEA recognizes that it may be required to execute certain documents to allow the Company to perform its function as its designee. In such instances, the LEA is not responsible for any of the obligations of the Company as the employer included in this Paragraph 2.

3. The Company's Obligations

3.1 The Company will act in good faith to provide Staff who (a) if required, hold a current license and certification for the positions requested by the LEA, (b) have had a completed criminal history check as required by law and the applicable state's Department of Education, (c) have appropriate inoculations and tuberculosis testing as required by the state, and (d) who shall render services in accordance with applicable laws and procedures of the State and this Agreement.

3.2 In selecting Staff, the Company shall apply such screening and evaluation criteria as it may determine in its sole discretion and as may be required by the applicable law of the jurisdiction in which the services of Staff will be performed. The Company will conduct any additional screening that may be mutually agreed by the Company and the LEA, with an appropriate increase in the Company's fees. If at any time the LEA or its Board of Education is unsatisfied with Staff, the LEA may preclude that Staff from coming back to the LEA upon written notification to the Company.

3.3 The Company seeks to provide Staff that are trained for the requested positions. The Company will provide Staff training in classroom management, general rules and procedures applicable to the position, and other pertinent matters prior to any assignment of said Staff to a LEA.

3.4 The Company expects that the Staff assigned to the LEA will perform their services satisfactorily. If the LEA notifies the Company in writing that a Staff has not performed satisfactorily, within the reasonable discretion of the LEA, the Company will honor the LEA's request not to assign specific Staff. The LEA understands that declining the services of a specific Staff may result in the Company's inability to secure an acceptable replacement if timely notice of the request is not provided.

3.5 In the event of a complaint concerning Staff, LEA shall provide Company with a

written incident report. Company and LEA agree to cooperate, exchange information, and reasonably permit each other's involvement in any investigatory activities or proceedings to the extent allowable by law.

3.6 The Company will provide administrative and technical support to assist the LEA in the management and operation of the Staff provided to the LEA primarily in the planning, organizing and coordination of Staff assigned to the LEA. The Company, while not responsible for the LEA's budget, shall provide reasonable monthly management reports and routine communication and meetings with LEA administration to assist the LEA in managing its costs and quality of the Staff performance.

3.7 The Company supplied Staff shall provide supplementary support to a student or students with disabilities in a classroom on LEA premises when the LEA has determined that the student requires assistance in areas including prompting, cueing and redirecting student participation, reinforcing of personal, social behavioral and academic learning goals, organizing and managing materials and activities and implementation of teacher designed follow-up practice activities.

3.8 The Company provided services shall be provided within the hours of the regular school day, in the classroom on LEA premises and will not be provided on days in which LEA schools are not in session, with exception of in-service days sponsored by the LEA.

3.9 The LEA retains all statutory and regulatory obligations imposed for the provision of Staff to each student. The LEA further acknowledges that the Company is not responsible for the educational of needs of the student outside of the terms of this Agreement. The LEA further acknowledges that the Company is not guaranteeing a level of progress or results for or to any particular student.

4. The LEA's Obligations. In connection with Staff provided by the Company pursuant to this Agreement, the LEA shall:

4.1 Provide information to the Staff as needed to allow the Staff to fully understand the duties and responsibilities of the placement and promptly report to Company any suspicious, unusual, inappropriate behavior or unsatisfactory performance;

4.2 Provide a safe and suitable workplace that complies with all applicable governmental safety and health standards, statutes, and regulations;

4.3 Provide Staff with (i) adequate information, training, and safety equipment with respect to hazardous substances and any inherent dangers of the workplace (including known violent students, as allowed by applicable law), (ii) emergency procedures, and (iii) school rules and protocols, policies and procedures regarding student disciplinary actions, and confidentiality of student records. Further, the LEA will provide all Staff with any training appropriate to the needs, duties, responsibilities or knowledge unique to the LEA or otherwise different than would generally be appropriate in other LEAs.

4.4 Not assign Staff to assignments which (i) have sole custody of a single student for an extended period without LEA oversight, (ii) have sole responsibility for more than one

classroom of students at a time, (iii) administer or maintain custody of any student medications, (iv) have custody of cash, negotiable valuables, merchandise, credit cards, check writing materials, keys or similar property, except for student lunch money that may be collected in the normal course of business, (v) use any vehicle on behalf of the LEA;

4.5 Assign Staff only to tasks for which they have been requested, unless written consent has been given by the Company. Heavy labor, lifting, or physical activity is prohibited unless required and accepted in the job description.

4.6 Not assign Staff to travel or perform duties off the normal school premises of the LEA except for class trips which are supervised by an LEA Teacher;

4.7 If Staff are assigned duties in connection with the LEA's computer systems, maintain appropriate password security and backup copies of all data;

4.8 Maintain appropriate written internal control policies and procedures to ensure the confidentiality of all student records and appropriately limit the access of Staff to such records;

4.9 Not promise any Staff an increased rate of compensation;

4.10 Comply with any reasonable restrictions imposed by the Company on the responsibilities to be assigned to any Staff;

4.11 Approve and sign forms supplied by the Company documenting the amount of time worked by Staff or, if representatives of the LEA are not available to approve and sign such forms, authorize such forms to be executed by representatives of the Company on behalf of the LEA;

4.12 Be responsible for keeping the Company promptly informed by email (if available) of all Staff on-site changes and any changes in the LEA or building supervisory contact information; and

4.13 Comply with all reasonable Company policies and procedures to accurately invoice the LEA, process the daily record keeping and other tasks necessary for the Company to administer and track Staff, including but not limited to, sign in and out procedures and related records;

4.14 LEA shall cooperate with Company with respect to Company's recruiting efforts and activities, including but not limited to, (i) promptly sharing applications for LEA positions with Company and (ii) adding a link on the front page and employment page of the LEA's website to Company's website, and (iii) reasonably assisting Company with advertising positions on LEA social media accounts.

4.15 If allowable by state procurement law, other LEAs may utilize this Agreement if mutually agreeable to Company.

4.16 LEA represents that its actions under this Agreement do not violate its obligations under any agreement that LEA has with any labor union;

4.17 In the event of a complaint concerning Staff, LEA shall provide Company with a written incident report. Company and LEA agree to cooperate, exchange information, and reasonably permit each other's involvement in any investigatory activities or proceedings to the extent allowable by law.

5. Indemnification and Limitations of Liability.

5.1 Indemnification of the LEA by the Company. The Company shall indemnify and hold the LEA's Board, and its agents, employees and Board members harmless from and against all claims or losses incurred, including reasonable attorney's fees, that are proximately caused by the acts or omissions of the Company, Staff, or other employees or authorized agents of the Company, or by the Company's breach of this Agreement, except that such indemnification shall not apply to any claims or losses for which the Company is entitled to indemnification by the LEA. In addition, the Company's indemnification for any and all claims here under this Agreement shall be expressly limited to the extent of insurance coverage that is paid to the Company for such claims, if any, under the Company's insurance policies.

5.2 Indemnification of the Company by the LEA. The LEA shall indemnify and hold the Company harmless from and against all claims or losses incurred by the Company, including reasonable attorney's fees, (i) that are proximately caused by the acts or omissions of the LEA or its employees or authorized agents, or by the LEA's breach of this Agreement; or (ii) arise from any injury to Staff or other persons on the premises of the LEA or while performing services on behalf of the LEA and not caused by the acts or omissions of the Company, Staff, or other employees or authorized agents of the Company.

5.3 Notification; Right to Defend. A party incurring any claim or loss for which indemnification may be provided pursuant to this section 5 shall promptly notify the other party in writing. The recipient of such notice may, at its own cost and expense, thereupon assume the defense of any third party claim using counsel reasonably satisfactory to the notifying party.

5.4 Limitation of Damages. Under no circumstances shall the Company be liable for special, indirect, consequential, punitive, expectancy, lost profit or goodwill damages, or for damages caused by the unsatisfactory performance of Staff that does not result in a finally adjudicated claim of damages against the LEA brought by a third party.

5.5 Complete Agreement. The parties agree that this section 5 sets forth their complete agreement with respect to any possible indemnification claim, and waive their right to assert any common-law indemnification or contribution claim against the other.

6. Fees and Payment.

6.1. The Company's Pricing Plan, attached hereto as Exhibit A and made a part of this Agreement, is accepted by the LEA. The Company shall submit to the LEA a standard weekly invoice showing in reasonable detail the services provided. For hourly positions, LEA shall pay for all time actually worked by Staff, not scheduled time. Company will comply with any federal, state or local laws, if any, requiring paid leave, if federal, state or local laws require paid leave, LEA will reimburse Company for paid leave days taken by Company staff for a district assignment per the service rate set forth in the pricing exhibit.

6.2 Advance Payment. LEA will pay an Advance Payment to Company within five (5) days prior to the start of LEA's school year equal to 1/10 of Company's projected annual billings for services provided to the LEA. Company will not provide Staff to LEA until the Advance Payment is received. Company will apply the Advance Payment to the invoices for the final month of the LEA's school year. If there is a balance owed to Company following application of the Advance Payment, LEA will satisfy the invoice(s) pursuant to Section 6.7. Likewise, if there is a positive balance remaining following application of the Advance Payment, Company will apply any remaining monies to the Advance Payment due for the following school year or, if the Agreement is terminated, refund the balance to the LEA within thirty (30) days of termination date.

6.3 Changes to Pricing Plan. In the event that the LEA determines to increase the established pay rate for Staff from that listed on Exhibit A, then the Company's Pricing Plan listed on Exhibit A shall be deemed to have automatically increased as of the date of the LEA's increase in pay rate. The increase shall be calculated using the markup used on Exhibit A. If the LEA determines to establish a new Staff classification or new pay rate to be paid to some or all of the Staff (e.g., for improved recruitment, retention or for other reasons) not identified on Exhibit A then, the LEA determined new bill rate shall be calculated using the markup used on Exhibit A. The LEA shall provide the Company fourteen (14) days prior written notice of its decision to change an existing pay rate, or establish a new Staff classification and new pay rate.

The Company may change the Pricing Plan contained on Exhibit A in the event that government (local, state or federal) mandated labor costs including but not limited to, employee healthcare or family leave benefits, minimum wage, payroll taxes, or workers compensation rates, that are required by law regulation or mandate are enacted, implemented, become effective or are increased after the date of this Agreement. The Pricing Plan shall be adjusted as of the effective date of the law , regulation or mandate to reflect the actual cost increase to the Company reasonably calculated on a direct or pro rata basis. For multi-year Agreements or whenever this Agreement is extended, the Pricing Plan will be modified to reflect a cost of living adjustment equal to the lesser of 3% or the Index Rate for the twelve months preceding the most recent quarterly rate.

6.4 Use of Staff by the LEA Directly. Company maintains the right to manage the schedule of its employees. Accordingly, if the LEA engages the services of any Staff other than through the Company on a per-diem, hourly or other basis, whether for services covered in this Agreement or otherwise, the LEA shall promptly notify the Company in writing and provide all information as the Company may reasonably request. Furthermore, if LEA hires employees for services which are provided by Company in accordance with this Agreement, for the lesser of the period for which such employee is engaged or the term of this Agreement, the LEA shall pay to the Company an amount equal to the daily or hourly markup used in Exhibit A. Failure of the LEA to promptly notify the Company that it has employed Staff may result in the Company continuing to pay wages to the Staff for assignments which are not worked. In such event, the LEA shall be liable to Company for all costs, including wages paid to the Staff, lost markup, and reasonable collection costs.

6.5 Non-Solicitation of Company Corporate Staff. LEA agrees that during the term of this Agreement and for a period of 12 months after the termination of the Agreement,

without obtaining the prior written consent of the Company, neither the LEA nor any of its affiliates shall directly or indirectly, for itself or on behalf of another person or entity solicit for employment or otherwise induce, influence or encourage to terminate employment with the Company or employ or engage as an independent contractor any corporate employee of the Company (i.e. employee working for Company in a role other than as “Staff “) with whom the LEA had contact or who became known to the LEA in connection with this Agreement. For the purposes of this section, “Company” also includes Source 4 Solutions LLC.

6.6 Payment. The LEA shall pay the Company upon receipt of invoice via an ACH Debit initiated by Company. If the LEA is unable to provide an ACH initiated by Company, the LEA can elect to provide an ACH or wire transfer. Payment not received within Fifteen (15) business days after receipt of invoice will be subject to a \$25.00 late fee and 1% per month service charge. Any dispute of billing must be communicated to Company within 10 days of receipt of invoice. Any adjustments less than 10% of the invoice will not delay payment and will be applied to the following invoice. LEA shall be liable for all of the Company’s reasonable costs of collection, including reasonable attorneys’ fees.

6.7 Sales and Use Tax. The LEA represents that it is currently exempt from any sales and use taxes or similar governmental charges imposed with respect to the services provided by the Company. If any such taxes, including a value added tax, or charges are otherwise due or are imposed or become due, they will be the responsibility of the LEA.

7. Term. The term of this Agreement shall begin on September 1, 2022 and shall remain in effect through June 30, 2025. Thereafter, this Agreement shall automatically renew on a yearly basis unless either party provides written notice of termination at least 120 days prior to the end of the fiscal school year. Notwithstanding the preceding sentence, either party may terminate this Agreement if (i) the other party breaches a material provision of this Agreement and such breach is not cured within 30 days following written notice or (ii) in the case of a breach that by the terms of the breach cannot be cured within 30 days, the breaching party has not instituted measures to cure such breach within 10 days and fully cured such breach within 90 days. Further, the Company has the right to terminate this Agreement should any student physically or verbally assault or injure a Company’s employee, and the LEA does not respond to the incident to the Company’s satisfaction. In the event either party terminates this Agreement, the LEA shall pay all amounts due under the terms of this Agreement to the Company for services provided through the date of termination.

8. Insurance Coverage. Each party shall, at its own cost and expense, maintain insurance coverage reasonably appropriate for the activities it conducts and the risks it assumes. The insurance coverage maintained by the Company shall include:

8.1 Workers’ compensation coverage of such types and in such amounts as may be required by the laws of the jurisdiction in which the services of Staff are performed, including excess liability insurance with a drop down provision to cover \$1,000,000 of employers liability of workers compensation coverage;

8.2 Commercial general liability coverage, including personal injury, blanket contractual liability, and broad form property damage, with a \$3,000,000 general aggregate.

9. Confidentiality and Non-Disparagement. During the course of the business relationship, each party may be given access to proprietary or confidential information of the other, including, but not limited to, pricing policies, the identity and social security numbers of employees, and business policies and systems (“Confidential Information”). Each party shall hold Confidential Information of the other party in confidence, treating such Confidential Information with no less care than it treats its own, and shall not disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as contemplated by this Agreement. Upon termination of this Agreement, or sooner if requested by either party, each party shall return all Confidential Information of the other party in its possession, without retaining copies of such Confidential Information. This section shall not apply to information (i) that is in the public domain, or (ii) required to be disclosed by law or legal process.

At no time during or after the term of this Agreement and for a period of two (2) years thereafter shall either party directly or indirectly disparage the commercial business, professional or financial, as the case may be, reputation of the other party or any of their employees, management, owners or officers.

10. Miscellaneous

10.1 Amendments; Waivers. This Agreement may be amended as agreed between the parties. No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the party against whom the operation of such amendment, modification, or waiver is sought to be enforced. No delay in the exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally.

10.2 Notices. Any notice or document required or permitted to be given under this Agreement shall be deemed to be given on the date such notice is (i) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (ii) deposited with a commercial overnight delivery service with delivery fees paid, or (iii) transmitted by facsimile or electronic mail with transmission acknowledgment, to the principal business address of the recipient or such other address or addresses as the parties may designate from time to time by notice satisfactory under this section. A copy of any notice to the Company shall be sent to the attention of the Company’s president at the regular business address of the Company.

10.3 Governing Law. This Agreement shall be governed by the internal laws of the LEA’s State without giving effect to the principles of conflicts of laws. Each party hereby consents to the personal jurisdiction of the Federal or courts located in the LEA’s County, and agrees that all disputes arising from this Agreement shall be prosecuted in such courts. Each party hereby agrees that any such court shall have in personam jurisdiction over such party and consents to service of process by notice sent by regular mail to the address set forth above and/or by any means authorized of the LEA’s State law.

10.4 Language Construction. The language of this Agreement shall be construed in accordance with its fair meaning and not for or against any party. The parties acknowledge that each party and its counsel have reviewed and had the opportunity to participate in the drafting of this Agreement and, accordingly, that the rule of construction that would resolve ambiguities in

favor of non-drafting parties shall not apply to the interpretation of this Agreement.

10.5 Payment of Fees. In the event of a dispute arising under this Agreement finally resolved through litigation or alternate dispute resolution, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

10.6 Force Majeure. Neither party shall be responsible for delays or failure to perform caused by acts of God (including fire, flood, storm, or other natural disturbances), war, civil war, riot, epidemic, acts of foreign enemies, terrorist activities, government sanction, strikes or other labor disputes (it being specifically understood that the existence of any picket line by a collective bargaining unit shall be considered as within this definition of force majeure), interruption or failure of electric, telephone or similar service or other causes beyond such party's control.

10.7 Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be a fully-executed original.

10.8 Signature by Facsimile. An original signature transmitted by facsimile shall be deemed to be original for purposes of this Agreement.

10.9 Assignment. No party to this Agreement shall assign its rights or duties hereunder, without the prior written consent of the other parties, which shall not be unreasonably withheld, except that the Company may transfer this Agreement to an affiliate company within the same ownership group or assign its rights and duties in connection with a sale or other disposition of all or substantially all of its business and may assign custodial services to Custodial Services, LLC and may assign e-learning solutions for distance instruction to Proximity Learning, Inc., an ESS company.

10.10 No Third Party Beneficiaries. Except as otherwise specifically provided in this Agreement, this Agreement is made for the sole benefit of the parties. No other persons shall have any rights or remedies by reason of this Agreement against any of the parties or shall be considered to be third party beneficiaries of this Agreement in any way.

10.11 Binding Effect. This Agreement shall inure to the benefit of the respective heirs, legal representatives and permitted assigns of each party, and shall be binding upon the heirs, legal representatives, successors and assigns of each party.

10.12 Titles and Captions. All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not deemed a part of the context hereof.

10.13 Pronouns and Plurals. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

10.14 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, agreements, understandings and negotiations. The LEA and Company agree that in the event that any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other

provision of this Agreement.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

ESS Northeast, LLC

By _____
Steve Gritzuk, Chief Operating Officer

Hanover Area School District

By _____
Signature

Name and Title

DATE _____

EXHIBIT A
To the Agreement Between
The Hanover Area School District
And
ESS Northeast, LLC

Pricing

Position	Pay Rate	Discounted Bill Rate 2022/2023	Discounted Bill Rate 2023/2024	Discounted Bill Rate 2024/2025	Rule
Permanent Pre K Counts Aid Hourly	\$15.00	\$20.40	\$20.40	\$20.40	30 minute lunch deduction
Building Base Substitute	\$150.00	\$204.00	\$204.00	\$204.00	