

AGREEMENT

This Agreement made this 15th day of July 2026, by and between the **Hatboro-Horsham School District** with its principal place of business located at 229 Meetinghouse Road, Horsham, PA 19044 (hereinafter referred to as "Client") and **School Operation Services Group Inc.** whose principal place of business is maintained at 1220 Valley Forge Road, STE 19, Phoenixville, PA 19460 (hereinafter referred to as "SOS").

WHEREAS, at various times the Client requires the services of employees to serve as temporary staff in various Client locations;

WHEREAS, SOS is in the business of supplying employees, including, but not limited to, temporary staff to schools; and

WHEREAS, SOS and the Client wish to enter into an Agreement under which SOS will supply temporary personnel to the Client.

NOW, THEREFORE, for good and valuable consideration and with the intention of being legally bound, the parties to this Agreement hereby agree as follows:

1. DESCRIPTION OF SERVICES

SOS will assign its employee(s) to provide temporary personnel at Client's location(s) as described in Schedule A of this Agreement. SOS will provide trained and qualified employees as necessary to fulfill the hours requested by Client.

2. TERM

The term of this Agreement shall be from July 1, 2026 through June 30, 2028. This Agreement may be renewed annually as of July 1st of each year, under the terms and conditions as set forth in these documents, if both parties agree in writing to such an extension no later than sixty (60) days prior to the expiration of the last contract term. Either party may terminate this Agreement, or an extension thereof, at any time, for any reason with sixty (60) days written notice. SOS reserves the right to terminate this Agreement in the event of non-payment for services rendered if invoices are unpaid after 45 days and SOS has notified Client of non-payment. In the event of any termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.

3. RATE

The rate billed to Client will be as indicated in Schedule A for each hour of assigned personnel. Any hours beyond 40 hours per week per employee will be only as requested by the client and billed at 1.5 times the normal hourly billed rate. The work week, for calculating overtime, is Monday through Sunday. The following expenses that are a result of requests by Client shall be billed as additional expenses: 1.) mileage; 2.) travel; 3.) training; and other expenses subject to the approval of Client.

4. SOS'S RESPONSIBILITIES

(a) Generally

SOS will recruit, interview, select, hire and assign its employee(s) to Client. SOS shall ensure that all individuals who are selected, hired, and assigned to provide services under this Agreement are

adequately trained, experienced, competent and otherwise qualified to provide said services.

As the employer, SOS will: (i) maintain all necessary personnel and payroll records for its employees; (ii) calculate their wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, (i.e., vacation and holiday pay) directly to its employees; (v) provide for liability and fidelity insurance as specified herein, and (vi) provide workers' compensation insurance coverage in amounts as required by law.

Any issues regarding the performance of SOS's employees will be addressed by Client and SOS. At Client's request, SOS will remove any of its employees assigned to Client immediately and replace the employee as soon as possible. The client will not be charged for any days in the interim where services are interrupted. This Agreement will in no way affect the right of SOS, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate any of its own employees.

(b) Compliance

In connection with the performance of this Agreement, SOS will comply with all applicable laws, regulations and orders, including, but not limited to, equal opportunity employment laws and regulations, the Fair Labor Standards Act, the Immigration Reform and Control Act, and criminal history record check laws. Specifically, SOS warrants that all individuals who provide services under this Agreement shall be properly screened and vetted pursuant to Pennsylvania law as follows:

- (1) SOS shall ensure that any and all employees furnished by SOS, and any other individuals providing any services under this Agreement, who may in any manner come in contact with the students of Client, shall have appropriate criminal background clearances as provided for in Section 1-111 and Section 1-111.1 of the Pennsylvania School Code and the Pennsylvania Child Protective Services Law (23 Pa.C.S.A. § 6301 et. seq.). These background clearances include Act 34, Act 114, Act 151, and Act 168. SOS agrees to bear any and all costs associated with acquiring the required background clearances.
- (2) SOS shall ensure that any and all employees furnished by SOS, and any other individuals providing any services under this Agreement, who may in any manner come in contact with the students of Client, shall have the required Mandated Reporter Training (Act 126) completed within thirty (30) days of the first day worked at Client's premises.
- (3) SOS shall provide copies of the clearances, training, and Tuberculosis testing required under Pennsylvania law to Client prior to the commencement of any services provided by SOS and/or said individuals' presence on Client's premises.
- (4) SOS shall notify Client immediately upon becoming aware that any of its employees, who previously were certified as completing the background clearances, and as meeting the statutory standards, are subsequently arrested or convicted of any disqualifying offense under State or federal law. Failure by SOS to notify Client of such an arrest or conviction within seventy-two (72) hours of SOS's knowledge of such arrest or conviction shall constitute grounds for immediate termination of this Agreement by Client. SOS also agrees to cooperate with Client with respect to Client's independent investigation of a concern or complaint.
- (5) SOS shall assure that each of its employees who provide any services pursuant this Agreement shall comply with all applicable Client policies and all applicable local, state and federal laws and regulations.
- (6) SOS agrees that neither it nor any of its employees, agents or officers will at any time, either during or subsequent to the term of this Agreement, disclose to any third party any confidential student information, personal health information or other confidential information accessed or obtained by virtue of entering into this Agreement and providing services herein, except where expressly required by law or where such disclosure is expressly approved by Client in writing.

- (7) SOS agrees that the failure by SOS to perform or enforce any of the duties described in this paragraph (b) inclusive shall constitute a material breach of the contract entitling Client to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

(c) Employees

All employees assigned to Client by SOS under this Agreement shall at all times and for all purposes be deemed employees of SOS. Employees assigned to Client by SOS under this Agreement shall not be eligible to receive, nor shall they receive, any compensation or benefits from Client nor shall they derive any employment related rights or entitlements as related to Client and shall not obtain the status of a participant in any pension program, including but not limited to the Public School Employees Retirement System.

SOS shall be solely responsible for the hiring, compensation, management and evaluation of its employees who shall provide services pursuant to this Agreement. SOS shall be solely responsible to pay for any compensation and/or benefits provided to its employees, as applicable, and to provide for workers' compensation insurance coverage in amounts as required by law as to such employees. SOS shall be solely responsible for paying any federal, state, and/or local withholding taxes and any and all other payments and payroll related taxes resulting from services rendered under this Agreement by said employees.

Its status as independent contractor notwithstanding, SOS agrees that the employees furnished to provide the services outlined shall perform the services outlined herein and all of the duties and responsibilities required of them as set forth herein within the stated parameters established by Client and in accordance with all policies, procedures and directions of Client. In particular, Client will be responsible for the specific daily assignment of work. In addition, the days of work and the scheduled workday shall be determined by Client. While serving under this Agreement, SOS's employees shall provide said services at the direction of Client's applicable administrators and shall report directly to Client's applicable administrators. SOS's employees shall be responsible for the provision of such services and attainment of the specified results as are specifically communicated by Client's applicable administrators.

5. CLIENT'S RESPONSIBILITIES

(a) Generally

The services to be performed by employees provided by SOS will be performed under the direction, and supervision of Client. Client will provide SOS's employees with: (i) a suitable workplace which complies with all applicable safety and health standards, statutes and ordinances, (ii) all necessary information, training and safety equipment with respect to any hazardous substances, and (iii) adequate instructions, assistance, supervision and time to perform the services requested of them. SOS's employee(s) will utilize tools and materials already on site as provided by the Client. SOS employees will not bring any tools, materials, or supplies to the Client's premises. Client will furnish SOS employees with any keys, fobs, or other means of access control as necessary to perform the assigned duties. SOS employees shall not remove such keys, fobs, etc. from the Client's premises.

Client shall also provide SOS's employees with all necessary site-specific information such as emergency procedures, school rules and protocols, policies and procedures.

Client agrees to give SOS prompt written notice of any concern or complaint about the conduct of a SOS employee assigned to Client. Client will give such notice no later than the end of the same day that it learns of the concern or complaint. Client also agrees to cooperate with SOS with respect to SOS's independent investigation of such a concern or complaint.

6. TRAINING OF SOS EMPLOYEES

SOS will provide training for SOS employees as required for the basic function of each position and any governmental mandated training. This includes 20 hours of annual training for paraprofessionals and 6 hours of annual training for food service workers (if included in Schedule A).

The cost for other training is the responsibility of Client. Other training would include, but not be limited to:

- a) Training specifically requested by Client (such as Safety Care, CPI, CPR, Serv Safe, etc.).
- b) Training on the proper use of tools and equipment utilized by Client.
- c) Safety / Emergency Response Training requested by Client.

Client will be billed the normal hourly rate for every hour an SOS employee receives any training described in this Section, or training otherwise requested by Client. Client will be responsible for all other costs to conduct training. SOS is available to provide said training for a separate fee.

7. PAYMENT FOR SERVICES

SOS shall invoice the Client bi-weekly. Payment shall be made via ACH to SOS within fifteen (15) business days following invoice delivery. If payment is not received by the sixtieth (60th) calendar day after invoice delivery, a 1% late fee will be assessed on all outstanding invoices and services will be interrupted.

8. HIRING OF SOS'S EMPLOYEES

Client agrees that SOS employees are the assets of SOS and as such agrees not to enter into a private employment arrangement to hire or otherwise engage the services of SOS employees for a period of (1) one year from the SOS employee's last work assignment for Client. Client may hire an SOS employee prior to this period if the employee has worked at Client facilities for a minimum of (520) five hundred twenty hours, and the Client pays SOS a fee of \$1,500. The fee for hiring an SOS employee prior to working (520) five hundred twenty hours shall be \$2,000.

9. INSURANCE

SOS will provide a certificate of liability insurance which names the Client as an additional insured. The amount of insurance will be \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person in an amount not less than \$1,000,000 on account of one accident, and property damage insurance in an amount of \$100,000. SOS neither owns or operates any vehicles and therefore, has no automobile insurance. Should SOS's employees be asked to drive a Client vehicle, he/she shall be covered under Client's automobile insurance. SOS will, at its own expense, provide and keep in full force and effect during the term of this Agreement Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed.

10. INDEMNIFICATION BY SOS

SOS will indemnify, defend and hold harmless Client and its directors, officers, employees and agents, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Client to the extent arising out of any of the following:

- (a) SOS's failure to comply with its obligations under any applicable laws, regulations or orders;
- (b) SOS's breach of any obligation contained in this Agreement;
- (c) any negligent act or omission or intentional misconduct of SOS, its officers, employees or agents; or
- (d) Any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against Client by any SOS employees or, in the event of death, by their personal representatives.

11. INDEMNIFICATION BY CLIENT

To the extent permitted by law, Client will indemnify, defend and hold harmless SOS and its directors, officers, employees and agents from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by SOS (excluding job-related bodily injury or death of SOS's employees on assignment to Client) arising out of any of the following:

- (a) Client's failure to comply with its obligations under applicable laws, regulations or orders;
- (b) Client's breach of any obligation contained in this Agreement; or
- (c) any negligent act or omission or intentional misconduct of Client, its officers, employees or agents.

Client shall not be responsible or liable for any Damages to the extent they are based on the negligence or intentional acts of SOS or the failure of SOS to fulfill its obligations under this Agreement.

12. LIMITATION OF LIABILITY

Neither SOS nor Client will be liable for special, indirect, or consequential damages, or loss of profits, revenues, or goodwill arising out of this Agreement regardless of the basis of the claim.

13. NOTIFICATION OF CLAIMS

In conjunction with the indemnity clauses set forth above, Client and SOS agree (a) to notify each other in writing of any asserted claim within ten (10) days of learning of the claim, and (b) to permit SOS or Client, as the case may be, to defend the claim at the option of the party against whom the claim is asserted, with counsel acceptable to such party, which consent will not be unreasonably refused. Client and SOS agree defense provided by an insurer will be as stipulated in the applicable insurance policy. Neither party will pay or agree to pay any asserted claim under this Agreement without prior written approval from the party against whom the claim is asserted, which approval will not be unreasonably withheld.

14. PERMITS AND LICENSES

Each party will maintain in effect during the term of this Agreement any and all Federal, State and/or local licenses and permits which may be required with respect to the respective business in which each party is engaged.

15. FORCE MAJEURE

SOS will not be responsible for failure or delay in assigning its employees to Client if the failure or delay is due to labor disputes and strikes, fire, riot, war, acts of God or any other causes beyond the control of SOS.

16. NOTICES

Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement. Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail. Notices sent to Client shall be addressed to the Director of Business Affairs. Notices to Client shall be addressed to the Vice President.

17. SECTION HEADINGS

The Section headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

18. SEVERABILITY; WAIVER

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

19. ASSIGNMENT

Neither SOS nor Client may assign this Agreement without the prior written consent of the other party. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns, as permitted.

20. INDEPENDENT CONTRACTOR

In its performance of this Agreement, SOS will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make SOS an agent, partner or joint venturer of Client.

Client may, during the term of this Agreement, engage other persons, entities or independent contractors to perform the same services that SOS shall perform hereunder as needed and in accordance with paragraph 6 of this Agreement. Likewise, this Agreement does not preclude SOS from marketing or selling its services to other entities.

21. AUTHORITY TO CONTRACT

Client represents and warrants that it has the right, power, and any requisite authorization to enter into this Agreement. The client represents that it has satisfied any applicable procedural requirements necessary for it to be authorized to enter into this Agreement. The Client representative who is signing this Agreement represents that he/she has been delegated authority by the subject school board/district to execute this Agreement for the school board/district.

SOS represents that it has satisfied any applicable procedural requirements necessary for it to enter into this Agreement and that the SOS representative who is signing this Agreement represents that he/she has been delegated authority by SOS to execute this Agreement on its behalf.

22. ENTIRETY

This Agreement and its Exhibit(s) are the entire understanding and Agreement between the parties with respect to the subject matter covered, and all prior Agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded. This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties. Both parties further represent that the Agreement's terms are clear and unambiguous. To the extent that in the future any term of the Agreement is deemed ambiguous, the parties expressly agree that neither party shall be deemed the drafter of the Agreement such that the ambiguity would be interpreted in favor of the other party.

23. GOVERNANCE

This Agreement shall be governed by and construed in accordance with the laws of Pennsylvania. Any suit or action filed to enforce or contest any provision of this Agreement, or the obligations imposed herein shall be brought and prosecuted in a court of competent jurisdiction sitting in the County of Montgomery.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives as of the day and year shown above.

School Operation Services Group Inc.:

By: Richard Krumrine

Title: Vice President / Treasurer

Date: 7/15/2026

Hatboro-Horsham School District:

By: [Signature]

Title: Director of Business Affairs

Date: 7/15/2026

SCHEDULE A

<u>Position</u>	<u>Billed Rate</u>
Custodian	\$26.74 per hour
Food Service Assistant	29% markup on pay rate
Interim Asst. Director of Financial Services	\$130.00 per hour
\$	
Notes:	

1. The number of each type of position provided by Contractor will be determined by Client.
2. Client will be billed only for actual hours worked by an SOS employee.
3. Food Service Assistant rate applies to persons who have retired from Client. SOS will not recruit or provide training for these individuals.
4. Unless otherwise agreed upon, the billed rate will increase by 3.5% on July 1st of each subsequent year of this Agreement.