

AGREEMENT

AND NOW, Agreement is made on the date set forth below by and between HATBORO-HORSHAM SCHOOL DISTRICT, with administrative offices located at 227 Meetinghouse Road, Suite 100, Horsham, PA 19044, (hereinafter “the School District”) and LAKESIDE YOUTH SERVICE, with administrative offices located at 1350 Welsh Road, Suite 400, North Wales, PA 19454, (hereinafter “Lakeside”), a 501(c)(3) non-profit organization whose nature of business is educational and therapeutic support services for school age children and their families and training for adults and professional development.

Recitals

WHEREAS, the School District has certain responsibilities with respect to resident students and certain students placed in facilities by the School District, and to its staff; and

WHEREAS, Lakeside is a corporation established for the purpose of providing services for children and families, and training for professionals and adults; and

WHEREAS, Lakeside, subject to the terms and conditions of this Agreement, shall be providing certain educational and therapeutic services and/or training or professional development that shall, subject to the terms and conditions of this Agreement, be reimbursed by the School District;

NOW, THEREFORE, in consideration of the foregoing premises, and intending to be legally bound hereby, the parties agree as follows:

1.0 Lakeside’s Responsibilities

1.01. Reservation of Slots.

- (A) Lakeside shall reserve zero (0) general education and five (5) special education slots for students referred by the School District to a school program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy (not including the Elementary Program) and/or Upper Merion Vantage Academy (not including the E-Learning Program), for the 2026-2027 school year as delineated on the official 2026-2027 school calendar and daily schedule of the program of Lakeside to which students are referred.
- (B) In the event that additional general and/or special education slots are available in a school program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy (not including the Elementary Program) and/or Upper Merion Vantage Academy (not including the E-Learning Program), after the execution of this Agreement, those slots shall be available to all participating school districts on a “first come, first served” basis.
- (C) Education slots are contracted solely between the parties and are not transferable to any other entity.
- (D) For purposes of definition, an “education slot” shall be equal to one hundred eighty (180) days of educational services. There shall be no accrual of educational days if the total number of education slots purchased is not utilized during any period within the school year.

- 1.02. **Per Diem Placements.** In the event that additional general and/or special education openings are available throughout the school year in a program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy including its Elementary Program and/or Upper Merion Vantage Academy including its E-Learning Program, those openings shall be available to all

participating school districts on a “first come, first served” basis. The cost for placements in such openings shall be based on a per diem amount.

- 1.03. **Provision of Educational Services.** Lakeside shall admit students referred by the School District in consideration of the students’ needs and the ability of Lakeside to meet those identified needs as assessed during the referral and enrollment process. Lakeside shall provide at its sole cost and expense and through its own employees and/or contractors, all the educational services required for each student covered by this Agreement. Should a student require auxiliary or related services not customarily provided by Lakeside, such as, but not limited to, services and/or therapies related to speech, language and/or audiology disorders, language interpretation, services provided by a Certified Reading Specialist, a specialized reading program, services provided by a Board-Certified Behavior Analyst, one-to-one behavioral support, services provided by a Certified School Psychologist including testing and evaluations, and/or Occupational and/or Physical Therapy, the School District shall choose to provide or fund those services separately or affect a change of placement for the student.

Lakeside agrees that the imposition of discipline and any attempt to remove a student from a school program of Lakeside shall be accordance with all applicable laws, including but not limited to, the provisions of the Public-School Code, Individuals with Disabilities Education Act, and any related or implementing regulations. Without conflict to the aforementioned, should Lakeside become aware of concerns regarding its ability to meet the needs of or determine or otherwise conclude, at any point, that it can no longer meet the needs of any School District student enrolled or attending a program of Lakeside, Lakeside must provide to the School District prompt written notice and documentation of the student’s failure to progress, including explanation of incident(s)/circumstance(s) surrounding Lakeside’s concerns and strategies/interventions employed by Lakeside. As such, Lakeside reserves the right to utilize therapeutic interventions including its behavior management system to further engage the student in the program. Additionally, Lakeside shall have the right to suspend, expel or remand the student back to the School District. If the student is not removed from Lakeside by action of the School District within ten (10) school days after notification, Lakeside shall have the right to charge and collect from the School District an amount calculated at twice the applicable rate for said student until the student is removed from Lakeside’s program. Such action shall only be taken after thorough consultation with and notification of the appropriate liaison of the School District.

- 1.04. **Provision of In-School Counseling Services.** Lakeside shall provide the School District with the counseling services of one (1) FTE Lakeside In-School Counselor for the 2026-2027 school year. Should Lakeside be unable to provide qualified, credentialed staff to fill the In-School Counselor role(s), invoicing shall be adjusted accordingly.

- 1.05. **Provision of Mobile Support Services.** Lakeside shall provide the School District with placement openings in Lakeside’s Mobile Support Program on an as needed basis. The frequency and duration of counseling and/or academic services provided to each student the School District places in Lakeside’s Mobile Support Program shall be mutually agreed upon by the School District and Lakeside.

- 1.06. **Standards for Lakeside’s Performance.**

(A) **Professional and Skilled Services by Lakeside.** Lakeside shall provide all of the services subject to this Agreement in a professional and competent manner and in compliance with the Public School Code, the regulations of the State Board of Education, the standards of the Secretary of Education, the Individuals with Disabilities Education Act and the regulations promulgated pursuant to the Individuals with Disabilities Education Act as well as any other applicable federal, state and local laws and regulations, by and through an adequate number of employees or contractors who are properly trained, qualified and

competent to provide the services required and to insure a safe educational environment free from abuse, harassment, intimidation or other unlawful or improper conduct.

- (B) **Clearances and Background Checks.** Lakeside certifies that every employee, agent, and independent contractor that shall perform services for the School District under this Agreement has current Pennsylvania State Police (PATCH) and Federal Bureau of Investigation (FBI) Criminal History Background Checks. Upon request by the School District, Lakeside shall provide copies of the criminal history background checks to the School District and the School District may retain copies of the criminal history background checks pursuant to Pennsylvania School Code, 24 P.S. §1-111. Such criminal history background checks shall be no older than sixty (60) months at any time during the term of this Agreement.

Lakeside certifies that every employee, agent, and independent contractor that shall perform services for the School District under this Agreement has current Pennsylvania Child Abuse History Clearance Certification pursuant to the Child Protective Services Act, 23 Pa. C.S. §6355. Upon request by the School District, Lakeside shall provide copies of the original clearances to the School District and the School District may retain copies of the clearances pursuant to applicable law. Such clearances shall be no older than sixty (60) months at any time during the term of this Agreement.

As a provider of contracted services, Lakeside shall provide the School District with copies of fully completed PDE-6004 disclosure forms for every employee or contractor who performs work for the School District pursuant to this Agreement. Additionally, Lakeside shall notify the School District any time that any of its employees, agents or independent contractors who are performing work on behalf of the School District are either arrested or charged with a criminal offense. Such notice shall be provided in writing on form PDE-6004 and within seventy-two (72) hours of the arrest or conviction.

As a provider of contracted services, Lakeside certifies that prior to providing services to students under this Agreement, Lakeside has performed the employment history review required by Act 168 of 2014 and shall provide the School District with access to such records upon request. If any affirmative response is provided to the abuse and sexual misconduct background questions, Lakeside shall notify the School District in writing in advance of that individual's assignment to the School District and if the School District objects to the assignment, then Lakeside may not assign the employee to the school entity.

- (C) **Adoption and Enforcement of Policies.** Lakeside shall adopt and/or maintain and enforce policies and practices to prohibit improper and unlawful conduct by its employees, contractors, and volunteers, including unlawful discrimination, harassment, and intimidation.
- (D) **Staffing.** Lakeside shall hire and retain staff of good moral character as can be determined by the interview and reference process. All staff shall be a minimum of eighteen years of age. Each staff member shall provide, by his/her date of hire, a physician's certificate indicating that he/she has no communicable diseases, and he/she has been tested for tuberculosis. All staff must be either citizens of the United States or hold a visa authorizing them to reside and seek employment in the United States. Furthermore, all staff performing services to the School District are qualified and permitted by law to perform such services.
- (E) **Training.** Lakeside shall ensure that all employees, agents, and representatives performing services under this Agreement are provided with adequate training, including, but not limited to, mandatory child abuse recognition training in compliance with Pennsylvania Law – Act 126 and Act 31. With respect to employees who shall be providing education services to students under this Agreement, Lakeside shall properly train its employees,

contractors, and volunteers with respect to the requirements that they not engage in improper or unlawful conduct.

(F) **Compliance with the School District's Policies and Procedures.** All staff performing services to the School District in accordance with this Agreement shall adhere to all applicable Board Policies, Administrative Regulations, and rules and established procedures of the School District.

- 1.07. **Special Education and Related Services.** With respect to students who have been identified as exceptional, Lakeside shall ensure that the special education and related services that are provided by Lakeside are provided in accordance with the individualized education program, if any, or in accordance with the "stay put" requirements of law, as applicable.
- 1.08. **Cooperation with the School District.** Lakeside shall fully cooperate with any and all evaluations and investigations requested by the School District with respect to any student enrolled in a program of Lakeside who is receiving services under this Agreement. Lakeside shall require its staff to cooperate with the School District in such activities as evaluations, investigations, delivery of services, conferences and the like. This provision shall not be construed to require Lakeside to disclose any information that is confidential under law; provided, however, that "student records" as defined in the Family Educational Rights and Privacy Act (hereinafter "FERPA") shall be disclosed by Lakeside to the School District.
- 1.09. **Accurate Accounting.** Lakeside shall be responsible for accurate accounting with respect to each student served and shall provide accurate invoices identifying the name of each student served, the student's date of birth and home address.
- 1.10. **Licenses and Certifications.** Lakeside shall obtain and maintain all necessary approvals, licenses and/or certifications that may be required by governmental or certifying agencies, whether federal, state, or local, to enable Lakeside to perform the services required under this Agreement. Lakeside shall notify the School District immediately in the event that such licenses, approvals and/or certificates are not obtained or maintained, have lapsed, been suspended, or revoked. In addition, Lakeside shall promptly notify the School District in the event that any governmental or certifying agency initiates any action that may have any effect on any of the approvals, licenses and/or certifications.
- 1.11. **Confidentiality and Non-Disclosure.** Lakeside acknowledges that this Agreement creates a relationship of confidence and trust on the part of Lakeside for the benefit of the School District. During the term of this Agreement, Lakeside may be responsible, in whole or in part, for the creation of, or may acquire, certain confidential information of the School District and its students, including, but not limited, to education records under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g et seq. and/or protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Pub. L. 104-191, and acknowledges that the School District would not have entered into this Agreement unless it was assured that all confidential information would be held in confidence by Lakeside and only for the benefit of the School District and its students. During the term of this Agreement and at all times thereafter, Lakeside shall keep all such confidential information in confidence and will not disclose any of the same to any other person, except Lakeside's personnel who are entitled thereto, and other persons designated in writing by the School District unless required to do so by law. Lakeside shall not cause, suffer, or permit the confidential information to be used for the gain or benefit of any party other than the School District or for Lakeside's personal gain or benefit outside the scope of Lakeside's engagement by the School District under this Agreement. Lakeside shall take all reasonable action that the School District deems necessary or appropriate to prevent the unauthorized use or disclosure of, or to protect the School District's interests in such confidential information. Lakeside shall maintain proper policies pertaining to confidentiality of student records and shall properly train its

employees, contractors, and volunteers with respect to confidentiality requirements and compliance with said policies.

- 1.12. **Transportation.** The transportation services provider, either Lakeside or the School District, shall be mutually agreed upon by Lakeside and the School District. If it is mutually agreed upon for Lakeside to provide transportation services, Lakeside shall supervise and be responsible for all aspects of transportation for students placed in a school program of Lakeside including insurance, when students who are in the care, custody or control of Lakeside are transported by Lakeside. Should a student become homeless as deemed by the School District, Lakeside may continue providing transportation services if the student resides in another school district serviced by Lakeside's transportation services and if mutually agreed upon by Lakeside and the School District. Should a student become homeless as deemed by the School District and reside in a school district not serviced by Lakeside's transportation services, the School District may request Lakeside to provide transportation services. Lakeside, however, shall not be required to provide transportation services to a student who is deemed homeless by the School District and resides outside of the School District.
- 1.13. **Facilities.** Lakeside shall provide facilities that have been approved by the Pennsylvania Department of Labor and Industry and are in compliance with municipal fire, safety, and panic requirements.
- 1.14. **Environmental Health and Safety.** Lakeside shall provide facilities that meet state and local statutes regarding environmental health, physical welfare, and safety of students in attendance.
- 1.15. **School Food Service.** In each of Lakeside's school programs, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy and Upper Merion Vantage Academy, Lakeside shall provide or host a food service program that is in compliance with the Pennsylvania Department of Education, Pennsylvania Department of Agriculture and Montgomery County Department of Health.
- 1.16. **Student Attendance.** Lakeside shall maintain records of each enrolled student by daily physical check and recordation in an attendance log on file with Lakeside. Lakeside shall provide notice to each parent/guardian of an enrolled student and monthly reports to the School District's attendance office if an enrolled student is not present when otherwise required to be present on or at the designated facility of Lakeside. Lakeside shall comply with the provisions of Chapter 11 of the Pennsylvania Board of Education's regulations as to student attendance. Additionally, notwithstanding anything to the contrary in this Agreement, to the extent the School District students placed at any one of Lakeside's programs, Lakeside shall notify the School District any time a placed student has accumulated three (3) or more unexcused absences from the student's placement.
- 1.17. **Student Records.** Lakeside shall collect and maintain in an appropriate file system, complete, accurate and detailed records pertaining to each student.
- 1.18. **Requirements Under Safe Schools.** Lakeside shall comply with the provisions of Article XIII A of the School Code and shall maintain a written policy with regard to its compliance. Reports shall be maintained in a central incident report file as well as in individual students' files.
- 1.19. **Health Services.** Lakeside shall provide or work cooperatively with its host school districts to provide health services as prescribed under Article 14 of the School Code. At Lakeside School and Lakeside Girls Academy, this shall be done by providing a registered nurse on staff when school is in session.
- 1.20. **Academic Standards.** Lakeside shall maintain compliance with the academic standards prescribed under Chapter 4 of the regulations of the State Board of Education.

- 1.21. **Insurance.** Lakeside, at its own expense, shall maintain a policy or policies of professional liability and general liability insurance, providing coverage in the amounts of at least one million and 00/100 dollars (\$1,000,000.00) per occurrence and three million and 00/100 dollars (\$3,000,000.00) in the aggregate per year, which insures Lakeside and each of its officials, staff, and volunteers, thereof against any act, error or omission of Lakeside and Lakeside's officials, staff, and volunteers.. Lakeside shall include the School District as a named insured on the policy or policies of general liability insurance. All insurance policies shall be maintained with companies authorized to do business in the Commonwealth of Pennsylvania and certificates of coverage shall be furnished to the School District upon request. Additionally, Lakeside shall provide all legally required insurances, such as, by way of example and not limitation, workers' compensation. Lakeside shall promptly advise the School District of any changes, cancellations, or non-renewals of any required insurance.
- 1.22. **Notification of Governmental Inquiries of Investigations.** With respect to any student receiving services from Lakeside under this Agreement, Lakeside shall:
- (A) Promptly advise the School District in the event that any governmental or certifying agency conducts any investigation of any nature into the operations of Lakeside; and
 - (B) Advise the School District of the nature of the allegations of the complaint or investigation. This provision shall not be construed to require Lakeside to disclose any information that it is prohibited from disclosing under any confidentiality law.
- 1.23. **Transition of a Student to a Less Restrictive Educational Environment.** When, in the judgment of Lakeside and the School District, a student appears ready to transition to a placement less restrictive than the placement in a program of Lakeside, the criteria shall be reviewed in each such case. The School District and Lakeside agree that decisions regarding the educational program for each exceptional student shall be made in accordance with applicable law. Any dispute that may arise concerning an individual student's educational program shall be subject to resolution through special education due process procedures in accordance with state and federal law. Lakeside represents that it is familiar with those laws, including the stay put provisions of the law, and agrees that it shall comply with the stay put or pendent placement requirements of state and federal law.
- 1.24. **Nondiscrimination.** Lakeside shall abide by all federal and state laws prohibiting discrimination in admissions, employment, and operation on the basis of disability, race, creed, gender, gender identity, gender expression, sexual identity, national origin, religion, ancestry, need for special education services, non-disqualifying disability or due to membership in any other class protected by law, subject to Lakeside's right to receive waivers from the same or Lakeside's rights of noncompliance as set forth in applicable legal standards.
- 1.25. **Restraints.** In the event that Lakeside or any employee or representative thereof who performs services for the School District as contemplated in this Agreement restrains or causes to be restrained a School District student, as the term "restraint" is contemplated in the Pennsylvania special education regulations, Lakeside shall immediately, or as soon as practicable thereafter, notify the School District's Director of Special Education, or his/her designate, and provide reasonable assistance to the School District in performing any additional reporting that must take place as a result.

2.0 School District's Responsibilities

- 2.01. **Identification of Referred Students.** The School District shall establish and maintain identification policies for referred students that comply with informal hearing procedures set forth in 22 Pennsylvania Code 12.8 (c). The School District herewith assures Lakeside that notice of such hearings shall precede placement of the identified students in a program of Lakeside.

2.02. **Fees.**

- (A) **Educational Services (Slots).** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a fee for each education slot covered by this Agreement in the amount of thirty-nine thousand, twenty and 00/100 (\$39,020.00) for each general education slot, and forty-four thousand, nine hundred forty and 00/100 dollars (\$44,940.00) for each special education slot. Such educational service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (B) **Educational Services (Per Diem Placements).** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a fee for each per diem placement covered by this Agreement in the amount of three hundred forty-eight and 00/100 dollars (\$348.00) for each general education placement, four hundred ten and 00/100 dollars (\$410.00) for each special education placement and four hundred sixty-six and 00/100 dollars (\$466.00) for each Souderton Vantage Academy Elementary Program placement. Such educational service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (C) **Supplemental Support Services.** Subject to the terms, conditions, and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a per diem fee of sixty-nine and 00/100 dollars (\$69.00) for each student receiving supplemental support services at Lakeside School. Supplemental support services are defined as a student receiving Special Education supports and services provided by Special Education personnel for more than 20% of the school day. Such supplemental support service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (D) **In-School Counseling Services.** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside an annual fee for the services provided by a Lakeside In-School Counselor(s) covered by this Agreement in the amount of one hundred one thousand, four hundred thirty and 00/100 dollars (\$101,430.00). Such charges for In-School Counseling Services shall be invoiced separately and shall be paid by the School District as set forth below.
- (E) **Mobile Support Program Services.** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a fee for each placement covered by this Agreement in the amount delineated on Lakeside's Mobile Support Program's current Rate Schedule. Such Mobile Support Program Service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (F) **Transportation Services.** If it is mutually agreed upon for Lakeside to provide transportation services, the School District shall pay transportation charges of fifty and 00/100 dollars (\$50.00) per day per student with respect to all students who are placed at Lakeside School or Lakeside Girls Academy and transported by Lakeside. All transportation service charges shall be invoiced separately and shall be paid by the School District as set forth below. Additionally, a fuel surcharge shall be added based on the average cost of fuel per gallon as reported by AAA on the first day of each month. The surcharge shall be two percent (2%) of the total monthly invoice for each zero and 50/100 dollar (\$0.50) per gallon increase in the cost of fuel over four and 00/100 dollars (\$4.00).

For example:

- At \$4.01 - \$4.50 per gallon, 2% of the total monthly transportation invoice
- At \$4.51 - \$5.00 per gallon, 4% of the total monthly transportation invoice

- At \$5.01 - \$5.50 per gallon, 6% of the total monthly transportation invoice

- (G) **Total Cost.** The total cost for services covered by this Agreement, i.e. Educational Services (Slots) – paragraph 2.02 (A), In-School Counseling Services – paragraph 2.02 (D), and Transportation Services, if invoiced annually – paragraph 2.02 (F) shall be three hundred twenty-six thousand, one hundred thirty and 00/100 dollars (\$326,130.00).
- (H) **Initial Deposit.** Upon execution of this Agreement, the School District shall pay an initial deposit in the amount of sixty-five thousand, two hundred twenty-six and 00/100 dollars (\$65,226.00).
- (I) **Monthly Cost.** Each monthly invoice, September through June of the school year to which this Agreement pertains, shall be in the amount of twenty-six thousand, ninety and 40/100 dollars (\$26,090.40).
- (J) **Invoices.** All charges for services provided as per this Agreement shall be invoiced monthly. Any payments due under this Agreement shall be due forty-five (45) calendar days after receipt by the School District of a properly detailed invoice. Balances unpaid by the School District in excess of forty-five (45) calendar days shall be subject to a fee of five percent (5%). Balances unpaid by the School District in excess of ninety (90) calendar days shall be subject to a fee of eight percent (8%). Unpaid balance fees may be waived by the mutual agreement of Lakeside and the School District. In the event Lakeside undertakes any action to enforce any of its rights under this Agreement, including without limitation any action for payment of any invoice, the School District is responsible to pay Lakeside's attorney's fees and costs related to the enforcement of Lakeside's rights in addition to the underlying obligation of the School District.

2.03. **Student Enrollment.** In cooperation with Lakeside, the School District shall establish a student's date of enrollment and date of discharge from a program of Lakeside. Unless agreed upon mutually, a student's date of discharge may not be made retroactive to a student's final date of enrollment as recorded by Lakeside. The School District shall be responsible for all invoiced charges incurred from a student's date of enrollment through and including a student's date of discharge from a program of Lakeside that shall include school days a student is present and school days a student is absent for any reason.

2.04. **Cooperation with Lakeside.** The School District shall cooperate with Lakeside and shall collaborate on topics and interventions related to the educational program being provided to each student.

2.05. **Non-Solicitation Nor Hiring of Lakeside Staff.** The School District shall not solicit nor hire a Lakeside staff member serving the School District as an independent contractor within a period of sixty (60) days from the Lakeside staff member's termination of employment from Lakeside. Lakeside's exclusive remedy for any such breach by the School District shall include the following:

- (A) Lakeside shall have sixty (60) days to recruit, hire and adequately train a replacement.
- (B) For the aforementioned sixty (60) days, the School District shall be responsible to provide any legally mandated services to students previously provided by the Lakeside staff member.
- (C) The School District shall continue paying Lakeside for the services of the Lakeside staff member as per the terms of this Agreement.

The provisions of this paragraph may be abbreviated by Lakeside provided a replacement is procured in less than sixty (60) days or waived by the written mutual agreement of Lakeside and the School District.

Additionally, should the School District hire a Lakeside staff member serving the School District as an independent contractor within a period of sixty (60) days from the Lakeside staff member's termination of employment from Lakeside, as compensation for Lakeside's recruitment, hiring and training of the Lakeside staff member, the School District shall pay to Lakeside, a fee equal to twenty percent (20%) of the School District's annual cost for the Lakeside staff member's services.

3.0 General Terms and Conditions

- 3.01. **Independent Contractor Status of Lakeside.** In fulfilling its obligations under this Agreement, Lakeside shall be an independent contractor for all purposes and not an employee or agent of the School District. Lakeside hereby certifies that it is a private, independent corporation that shall exercise the discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. Lakeside shall use its own judgment in determining the method, means and manner of performing this Agreement and shall be responsible for the proper performance of this Agreement in accordance with all applicable federal, state, and municipal laws, regulations, and orders. By this Agreement, Lakeside intends to be an independent contractor in relationship to the School District. Consequently, neither Lakeside nor any employee, volunteer, contractor, or agent of Lakeside shall be considered an employee, volunteer, contractor, or agent of the School District at any time, under any circumstances, for any purpose. Neither the School District nor Lakeside is the agent of the other, nor shall have the right to bind the other by contract, or otherwise, except as specifically set forth in this Agreement.
- 3.02. **Subcontracting.** None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the School District.
- 3.03. **Non-sectarian Use of Funds.** Lakeside warrants that the monies received under this Agreement shall not be used for, or to advance, sectarian purposes.
- 3.04. **Right to Know Law.** Lakeside agrees that it will, when requested by the School District, cooperate with the School District in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for public records made under such laws. This provision does not obligate Lakeside to create any record other than the written report to the School District.
- 3.05. **Indemnity.** Lakeside shall indemnify, hold harmless and defend the School District, its board members, officials, employees, volunteers, agents and attorneys from any and all claims, complaints, demands, costs, suits, actions, penalties, withheld subsidy, and costs (including, by way of example and not limitation, attorney's fees and litigation costs and expenses) with respect to or arising out of Lakeside's operations, any activity under the control or sponsorship of Lakeside and/or any action or inaction by Lakeside, its officials, employees, agents, contractors or volunteers in connection with any of its obligations under this Agreement or any of the students or relatives of students being served by Lakeside and/or arising out of the School District's enforcement of any term and condition of this Agreement, including costs and attorney's fees incurred by the School District in enforcing this indemnity, hold harmless and defense provision. It is intended that this indemnity, defense and hold harmless provision to be given its broadest possible meaning and that the School District's board members, officials, employees, volunteers, agents, insurers, and employees are expressly considered to be third party beneficiaries with respect to this provision. Lakeside shall be granted a credit for any amounts paid to or on behalf of the School District, its board members, officials, employees, volunteers, agents, or attorneys by any insurer of Lakeside. In the event the School District or any person required to be indemnified by Lakeside in accordance with this Agreement receives any notice of any claim for which indemnification by Lakeside is or might be sought, the School District and/or person shall immediately provide said notice to Lakeside and provide periodic updates of the nature and status of the claim upon written request from Lakeside. Lakeside has the right to select counsel, who must be competent in the scope and nature

of legal representation for the case/claim specific issues, for the party seeking indemnification and Lakeside has the right to decide upon payment terms for said legal counsel before legal counsel is hired by any party who is or might seek indemnification hereunder, in order for this indemnification provision to be enforceable. Lakeside must consent to any litigation decision concerning the resolution of any claim for which indemnification from Lakeside is or may be sought for this indemnification clause to be enforceable. Additionally, any insurance coverage available to the School District or any person that provides coverage of attorney's fees, case costs and/or coverage for any claim or judgment must be exhausted before Lakeside has any obligation to indemnify any School District or person hereunder.

- 3.06. **Assignment.** No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.
- 3.07. **Term.** This Agreement shall continue in full force and effect for a term commencing July 1, 2026, and ending June 30, 2027.
- 3.08. **Termination.** This Agreement may be terminated as follows:
- (A) At any time by mutual agreement of the School District and Lakeside; or
 - (B) By the School District or Lakeside if the other party breaches this Agreement or otherwise fails to perform the contractual obligations; or
 - (C) By the School District in the event:
 - (1) Lakeside ceases to do business; or
 - (2) Lakeside seeks protection of any nature from creditors.
- 3.09. **Rates & Services.** Lakeside reserves the right to adjust rates for additional services rendered to students covered by this Agreement, or for additional educational slots purchased in excess of those provided for in this Agreement. Lakeside, shall, at the beginning of each subsequent contract year, and subject to the approval of the School District, have the right to adjust the cost of education slots and offer such slots for contract without regard to the prior year's contract terms.
- 3.10. **Remedies, Waiver of Rights.** All remedies of the parties hereto shall be cumulative. No party hereto shall be deemed to have waived any of its rights, powers, or remedies hereunder unless such waiver is in writing and signed by the parties hereto.
- 3.11. **Severability.** All agreements and covenants herein contained are severable. In the event that any provision of this Agreement should be held to be unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby. Any court (or arbitrator) construing this Agreement is expressly granted the authority to revise any invalid or unenforceable provision hereof in order to render same enforceable.
- 3.12. **Integration.** This Agreement constitutes the entire agreement of the Parties and supersedes any negotiations or prior agreement or understanding of the Parties with respect to the term of this Agreement. This Agreement may not be modified or amended by any oral statement or alleged course of conduct, but only by a written agreement signed by all parties. There are no representations, promises, agreements, warranties, covenants, or undertakings of the Parties other than those contained herein or in the Exhibits expressly referenced herein.
- 3.13. **Force Majeure.** The Parties shall not be liable for any failure to perform under this Agreement if such failure is due to causes beyond their reasonable control, including, but not limited to, acts of God or the public enemy, fire, floods, labor disputes, or the judgment or order of any court or governmental agency.
- 3.14. **Headings.** The headings of any Article or Section hereof are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.

- 3.15. **Context.** Reference in this Agreement to the singular shall be meant to include reference to the plural and vice versa. Reference in this Agreement to the masculine gender shall be meant to include the female and neuter and vice versa.
- 3.16. **Duplicates.** In the event that two or more copies of this Agreement are executed by all the parties hereto, each copy shall be deemed an original, but all shall collectively constitute the same instrument.
- 3.17. **Counterparts.** In the event that two or more counterparts of this Agreement are executed, all such counterparts shall collectively constitute the same instrument.
- 3.18. **Notices.** All notices, requests and approvals required by this Agreement shall be:
(A) Given in writing; and
(B) Addressed to the parties as indicated in this Agreement unless either party notifies the other of a change in address; and
(C) Deemed to have been given upon delivery thereof.
Any notice sent by mail shall be sent postage prepaid and by registered or certified mail, with return receipt requested.
- 3.19. **Benefit.** Except as herein otherwise provided, this Agreement shall inure to the benefit of and shall be binding upon all parties as specifically and expressly identified herein and their respective personal representatives, heirs, successors, and assigns. No other person, party, or organization shall be intended to be a third-party beneficiary of this Agreement.
- 3.20. **Waiver.** One or more waivers or any representation, covenant, term, or condition contained herein shall not be construed as a waiver of a subsequent breach of the same representation, covenant, term, or condition. The consent or approval by any party to or of any act by any other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent or approval of any subsequent similar act.
- 3.21. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflict of law rules.
- 3.22. **Act 48.** The provisions of this contract are intended to conform to the requirements of Act 48 of 1999.
- 3.23. **Survival.** All indemnity, hold harmless and defense the provisions of this Agreement shall survive termination of this Agreement. All rights of Lakeside within this Agreement shall survive the termination of this Agreement.

IN WITNESS THEREOF, the parties hereto, with the intention of being legally bound hereby, have caused this Agreement to be signed and sealed the day and year set forth below.

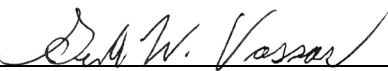
SCHOOL DISTRICT

By: _____

Date

By: _____

LAKESIDE YOUTH SERVICE d/b/a
LAKESIDE EDUCATIONAL NETWORK

By: 
Gerald W. Vassar, President/CEO

July 1, 2026
Date

By: 
Lisha Morancie, CFO/VP of Administration

Agreement Summary



School District Hatboro-Horsham

School Year 2026-2027

Term July 1, 2026 - June 30, 2027

Slots Reserved

General Education	<u>0</u>
Special Education	<u>5</u>

Slot Cost

General Education \$39,020.00

Special Education \$44,940.00

Total Slots 5

Total Cost for Slots \$224,700.00

Per Diem Placement Cost

General Education	<u>\$348.00</u>
Special Education	<u>\$410.00</u>

Supplemental Support (LS)	<u>\$69.00</u>
Elementary Program (SVA)	<u>\$466.00</u>

LS = Lakeside School, SVA = Souderton Vantage Academy

Transportation Cost \$50.00 per student per day

Mobile Support Program Please refer to Lakeside's Mobile Support Program's current Rate Schedule.

In-School Counselors	<u>1.0</u>	<u>\$101,430.00</u>
	# of Counselors	Cost

Total Cost for Contracted Services \$326,130.00

Amount Due with Signed Agreement \$65,226.00

Monthly Cost \$26,090.40

Lakeside's Agreement provides the school district with the opportunity to utilize any of Lakeside's programs and services on a fee for service basis at the aforementioned costs over and above any contracted services.