SERVICES AGREEMENT

This Services Agreement ("**Agreement**"), dated as of October 20, 2026 ,(the "**Effective Date**"), is by and between **WORKPLACE LEADERSHIP SOLUTIONS, LLC,** ("**Service Provider**") and **CONESTOGA VALLEY SCHOOL DISTRICT**, ("**Client**" and together with Service Provider, the "**Parties**", and each a "**Party**").

Service Provider has the capability to provide certain consulting services. Client desires to retain Service Provider to obtain said services. Service Provider is willing to perform such services under the terms and conditions hereinafter set forth.

INTENDING TO BE LEGALLY BOUND, SERVICE PROVIDER AND CLIENT AGREE AS FOLLOWS:

1. Services. Service Provider shall provide to Client the services (the "**Services**") set out in one or more statements of work (each, a "**Statement of Work**"). The initial accepted Statement of Work is attached hereto as Exhibit A. Additional Statements of Work shall be deemed issued and accepted only if signed by the Service Provider.

2. Client Obligations. Client shall:

2.1 Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Client Contract Manager**"), with such designation to remain in force unless and until a successor Client Contract Manager is appointed.

2.2 Require that the Client Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.

2.3 Cooperate with Service Provider in its performance of the Services and provide access to Client's premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.

2.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Service Provider's provision of the Services.

3. Fees and Expenses.

3.1 In consideration of the provision of the Services by the Service Provider and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Statement of Work, and if the Services are rendered but not priced in a Statement of Work, then pursuant to Service Provider's then-current fee schedule. Unless otherwise provided in the applicable Statement of Work, said fee will be payable within THIRTY (30) days of receipt by the Client of an invoice from Service Provider.

3.2 Except for invoiced payments that the Client has successfully disputed, all late payments shall bear interest at the lesser of the rate of Five (5%) percent per month. Client shall also reimburse Service Provider for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law, Service Provider shall be entitled to suspend the provision of any Services if the Client fails to pay any undisputed amounts/fees when due hereunder.

3.3 Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; provided, that, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Service Provider's income, revenues, gross receipts, personnel, or real or personal property or other assets.

4. Limited Warranty and Limitation of Liability.

4.1 Service Provider warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.

(b) In a timely, professional manner in accordance with the generally recognized industry standards for similar services.

4.2 Service Provider's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 7.2.

(b) In the event the Agreement is terminated pursuant to Section 4.2(a) above, Service Provider shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by the Client as of the date of termination for the Service or Deliverables (as defined in Section 5 below), less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

(c) The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

4.3 SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 4.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

5. Intellectual Property. All intellectual property rights, including copyrights, patents, patent

disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Client under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**") except for any Confidential Information of Client or Client materials shall be owned by Service Provider. Service Provider hereby grants Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services. Client shall not be permitted, without the express written consent of Service Provider, to transfer any portion or all of the intellectual property rights to another.

6. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within 2 days thereafter, is summarized in writing and confirmed as confidential ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 6; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information.

The Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

Notwithstanding the forgoing, nothing in this Agreement shall prevent Service Provider from reporting to appropriate Client employees or outside authorities when, in Service Provider's sole opinion, an individual presents as a danger to self or others or when Service Provider reasonably believes that a crime has been or will be committed. In such event, Service Provider shall also

notify Client that Service Provider has made such a report.

7. Term, Termination, and Survival.

7.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all Statements of Work unless sooner terminated pursuant to Section 7.2 or Section 7.3.

7.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**") if the Defaulting Party:

(a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within ten (10) days after receipt of written notice of such breach or

(b) Becomes insolvent or admits its inability to pay its debts generally as they become due, voluntarily or involuntarily.

7.3 Notwithstanding anything to the contrary in Section 7.2(a), Service Provider may terminate this Agreement before the expiration date of the Term on written notice if Client fails to pay any amount when due hereunder: (a) and such failure continues for fourteen (14) days after Client's receipt of written notice of nonpayment; or (b) occurs more than two (2) times in any 12-month period;

8. Limitation of Liability.

8.1 In no event shall Service Provider be liable to client or to any third party for any loss of use, revenue, or profit or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not Service Provider has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8.2 In no event shall Service Provider's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amounts paid or payable to service provider pursuant to the applicable statement of work in the 12-month period preceding the event giving rise to the claim.

9. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

10. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or

render unenforceable such term or provision in any other jurisdiction.

11. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.

12. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving.

13. Assignment. Client shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. In the event this Agreement is assigned, it is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

14. Relationship of the Parties. The relationship between the parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Client being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

16. Choice of Law. This Agreement and all related documents are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania and the United States of America.

17. Choice of Forum. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the United States District Court for the Middle District of Pennsylvania or the courts of the Commonwealth of Pennsylvania, York County Court of Common Pleas. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

18. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

19. Force Majeure. The Service Provider shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results

from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 30 days, Client shall be entitled to give notice in writing to Service Provider to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

Conestoga Valley School District

By _____

Name: DR. DANIEL W. HARTMAN

Title: SUPERINTENDENT

Workplace Leadership Solutions, LLC

By _____

Name: Holly Morreels

Title: Owner and Principal

EXHIBIT A

Scope of Work
for Critical Incident Response Services

Services may include:	Fee*
On-site services: • Conducting in-person individual meetings with impacted employees. • Facilitation of in-person group defusings with impacted employees. • Assisting district leaders with planning and leading Crisis Management Briefings in the aftermath of critical incidents. • Participation in strategy sessions during complex, or long-term incidents. • Reviewing and providing recommendations for emergency plans and/or other crisis-related communications. • On-site consultation with supervisory and administrative staff regarding employee needs or other crisis-related concerns.	$220/hour
Initial & ongoing assessment, and follow-up: • Planning of initial response with designated supervisory staff, including assessment of needs and recommendations regarding specific CISM services and timing. • Identification of impacted employees and employees who may need additional outside support. • Periodic follow-up/consultation and post-incident check-ins as needed.	Included as customary administrative steps and NOT counted as billable hours. (Typically conducted via phone.)

*Notes about pricing and billing:

- Billable hours are calculated in increments of 15 minutes.
- Invoices for services rendered are e-mailed the first week of the month following the month in which they're provided.
- Fees listed above are effective through 12/31/2027.

Submitted by:

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