

SHARPSVILLE AREA SCHOOL DISTRICT

Regular Meeting

December 4, 2023

The regular meeting of the Sharpsville Area School Board was held in the Cafeteria at the Sharpsville Area Elementary School on Monday, December 4, 2023, at 7:11 p.m. with President Darla Grandy presiding. The following members were present: Rosemary Ferguson, Brian Foltz, Michael Garcia, Darla Grandy, John Heutsche, Margaret Hurl, Michael Lenzi, Kevin Setterberg, and Jerry Trontel.

Also present were Superintendent John Vannoy, Business Manager/Board Secretary Ashley Mocker, and Solicitor Robert Tesone, and guests, some of whom participated virtually.

AMENDMENT OF THE AGENDA

There was a motion by Mrs. Grandy, seconded by Mr. Setterberg, to amend the agenda to include the appointment of a representative to the Mercer County Career Center Joint Operating Committee.

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

ADOPTION OF THE AGENDA

There was a motion by Mrs. Grandy, seconded by Mrs. Hurl, to approve the meeting agenda.

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

SECRETARY REPORT

Board Secretary Ashley Mocker had no official action to report.

CONSENT AGENDA

There was a motion by Mrs. Grandy, seconded by Mr. Setterberg, to approve the following consent agenda items:

1. Board Minutes for the following meetings:
 - a. November 20, 2023 Regular Meeting
2. The monthly financial activity of the Payroll Account, General Fund Accounts, Capital Reserve Accounts, Middle School Activity Account, High School Activity Account and Cafeteria Accounts will be reviewed at the January 2024 Board meeting.
3. To authorize payment of the December bills for the General Fund and Capital Reserve Fund with retro-active approval at the January 2024 Board meeting.
4. Field Trip Requests

Date	Group	Location	Cost
December 12, 2023	High School Guidance "Design your Future, Success after High School"	Slippery Rock University	\$219.78
December 6, 2023	Sharpsville Music Department Provide an outreach performance to the community	Mercer County Courthouse	\$256.80
December 7, 8, and 9, 2023	Sharpsville Music Department Provide musical experience for the student selected.	Slippery Rock University	\$444.20
December 14, 2023	Freshman Honors Class Watch a professional play and learn play writing skill.	City Theater Pittsburgh, PA	\$420.78

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

UNFINISHED BUSINESS

SUPERINTENDENT CONTRACT REVISION

There was a motion by Mrs. Grandy, seconded by Mrs. Ferguson, to remove the Superintendent Contract Revision agenda item from the table.

Approved: None

Opposed: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Motion Failed.

TECHNOLOGY DEPARTMENT CONSULTANT

There was a motion by Mrs. Grandy, seconded by Mr. Garcia, to remove the following motion from the table: Board approval is requested for the Stipend Agreement for the Technology Consultant, as presented.

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

There was a motion by Mrs. Grandy, seconded by Mrs. Ferguson, to approve the Stipend Agreement for the Technology Consultant, as presented.

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

FINANCE REPORT

Mr. Trontel recommended the following action:

RESOLUTION 13 OF 2023

There was a motion by Mr. Trontel, seconded by Mr. Foltz, to approve Resolution 13 of 2023 stating the Board of Directors of the Sharpsville Area School District has determined that there will be no increase in the rate of any tax for the support of its public schools for the 2024-2025 fiscal year by more than the Index, established by the Department of Education for the District, whereas, the adjusted index for the District is 7.8%. The Resolution is attached to and a part of these minutes.

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

RESOLUTION 14 OF 2023

There was a motion by Mr. Trontel, seconded by Mrs. Hurl, to approve Resolution 14 of 2023 approving the following 2024 Voting Delegates to the Mercer County Tax Collection Committee, the same being attached to and a part of these minutes:

- | | |
|---------------------|--------------------------------------|
| 1. Primary Delegate | Business Manager/Board Secretary |
| 2. First Alternate | Superintendent |
| 3. Second Alternate | Chairperson of the Finance Committee |

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

RESCHINI AGENCY, INC. AGREEMENT

There was a motion by Mr. Trontel, seconded by Mr. Garcia, to authorize the President of the Sharpsville Area School District Board of Directors to execute the Reschini Group, Inc. "Gag Clause" prohibition documents and the Board Secretary to submit the signed documents to the Reschini Group, Inc., the same being attached to and a part of these minutes.

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

PEST CONTROL AGREEMENTS

There was a motion by Mr. Trontel, seconded by Mrs. Ferguson, to approve the three Orkin Commercial Services Agreement Addendums, the same being attached to and a part of these minutes.

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

SIGNATURE AUTHORITY

There was a motion by Mr. Trontel, seconded by Mr. Foltz, to approve a Resolution with First National Bank for signature authority of Board Officers.

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

CONTRACTED SCHOOL PSYCHOLOGIST

There was a motion by Mr. Trontel, seconded by Mrs. Hurl, to approve the Contracted School Psychologist Contract between Sharpville Area School District and Brooke Knox for the remainder of the 2023-2024 school year, the same being attached to and a part of these minutes.

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

POLICY REPORT

Mr. Lenzi had no official action to report.

CURRICULUM/TECHNOLOGY REPORT

Mrs. Grandy had no official action to report.

PERSONNEL REPORT

Mr. Trontel recommended the following action:

UNPAID LEAVE OF ABSENCES

There was a motion by Mr. Trontel, seconded by Mr. Setterberg, to approve the following unpaid leave of absences:

- | | |
|---------------------|-----------------------------|
| 1. Alyssa Dukes | November 6, 8, and 15, 2023 |
| 2. Madeline Hoffman | November 10 and 17, 2023 |
| 3. Teri Koval | November 29 and 30, 2023 |
| 4. David Ridgway | November 29, 2023 |

- 5. Ava Springer November 10, 2023
- 6. Dawn Yuran November 1-30, 2023

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

EXECUTIVE SESSION

Mrs. Grandy announced that the Board will meet in Executive Session for personnel reasons.

The meeting was recessed at 7:26 p.m.

The meeting reconvened at 7:43 p.m.

INSTRUCTIONAL AIDE NEW HIRE

There was a motion by Mr. Trontel, seconded by Mr. Lenzi to hire Alexandria Gregg as an Instructional Aide pending the submission of all paperwork, with salary and benefits as per the AFSCME Agreement and a start date to be determined.

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

CAFETERIA TRANSFER

There was a motion by Mr. Trontel, seconded by Mrs. Ferguson, to approve the transfer of Holly Sulick from a 3.5 hour per day General Worker to a 4.5 hour per day General Worker effective December 1, 2023.

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

2023-2024 SPONSOR AND ADVISORS

There was a motion by Mr. Trontel, seconded by Mr. Lenzi, to approve the following 2023-2024 Sponsors and Advisors:

Eileen Ference	All School Musical-Choreography	\$665.00
Jack Ference	All School Musical-Construction	\$552.00
Maureen Murray-Jaklic	All School Musical-Instrumental	\$778.00
Jack Ference	All School Musical-Public Relations	\$304.00
Jack Ference	All School Musical-Set Design	\$552.00
Jordan Mastrangelo	All School Musical-Vocal	\$778.00
Meghan Combine	Interscholastic Unified Sports	\$30.40/hour
Haley Goodlin	Interscholastic Unified Sports	\$30.40/hour
Amy Meighen	Interscholastic Unified Sports	\$30.40/hour
Megan Donaldson	Elementary Academic Games	\$600.00

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

PEP BAND ADVISOR

There was a motion by Mr. Trontel, seconded by Mr. Foltz, to approve the correction of Lindsay May from \$305 to \$610 for Pep Band Advisor for the 2023-2024 school year.

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

There was a motion by Mr. Trontel, seconded by Mrs. Hurl, to approve the correction of Alyssa Sedgwick from \$305 to no longer advising Pep Band for the 2023-2024 school year.

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

STAGE CREW

There was a motion by Mr. Trontel, seconded by Mrs. Hurl, to approve the correction of Alyssa Sedgwick from \$587 to \$1,174 for Stage Crew Advisor for the 2023-2024 school year.

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

There was a motion by Mr. Trontel, seconded by Mr. Foltz, to approve the correction of Lindsay May from \$587 to no longer advising Stage Crew for the 2023-2024 school year.

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

BUILDINGS REPORT

Mr. Garcia had no official action to report.

GROUNDS REPORT

Mrs. Grandy had no official action to report.

NEGOTIATIONS REPORT

There was no official action to report.

PUBLIC RELATIONS REPORT

Mrs. Ferguson had no official action to report.

CAFETERIA REPORT

Mrs. Ferguson recommended the following action:

ADDITIONAL ALA CARTE OPTION

There was a motion by Mrs. Ferguson, seconded by Mr. Lenzi, to approve the addition of Dean's Dairy lower calorie tea and drinks to the ala carte price list at \$1.25 per container for the 2023-2024 school year.

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

ATHLETIC REPORT

Mr. Lenzi recommended the following action:

VOLUNTEER GIRLS' BASKETBALL COACH

There was a motion by Mr. Lenzi, seconded by Mr. Foltz, to approve Breanna Hanley as a Volunteer Girls' Basketball Coach for the 2023-2024 school year, pending the submission of all paperwork.

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

ASSISTANT BASEBALL COACH

There was a motion by Mr. Lenzi, seconded by Mr. Heutsche, to hire Thomas Findley as the First Assistant Baseball Coach at the rate of (Step 80%) \$2,736.80 for the 2023-2024 school year.

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

SOFTBALL COACHES

There was a motion by Mr. Lenzi, seconded by Mr. Foltz, to approve the following softball coaches for the 2023-2024 school year:

Sean Davis	First Assistant (Step Max)	\$3,421.00
Mark Candiotti (pending paperwork)	Volunteer	N/A
Ashley Grandy	Volunteer	N/A
Kaitlyn Grandy	Volunteer	N/A

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

MERCER COUNTY CAREER CENTER REPORT

Mrs. Grandy recommended the following action:

MERCER COUNTY CAREER CENTER REPRESENTATIVE

There was a motion by Mrs. Grandy, seconded by Mr. Setterberg, to appoint Michael Garcia as the representative to the Mercer County Career Center Joint Operating Committee for the term ending November 2026.

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

MIDWESTERN INTERMEDIATE UNIT IV REPORT

Mr. Lenzi had no official action to report.

SUPERINTENDENT'S REPORT

Mr. Vannoy recommended the following action:

2024 MEETING DATES

There was a motion by Mr. Garcia, seconded by Mr. Foltz, to approve the 2024 Board Meeting dates, the same being attached to and a part of these minutes.

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

Motion Carried.

BUS DRIVER ADDITION

There was a motion by Mrs. Ferguson, seconded by Mr. Heutsche, to approve the following STA bus driver for the 2023-2024 school year:

Tyler Ditoro effective November 28, 2023

Approved: Ferguson, Foltz, Garcia, Grandy, Heutsche, Hurl, Lenzi, Setterberg and Trontel

Opposed: None

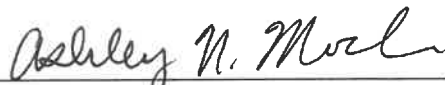
Motion Carried.

ADJOURNMENT

There was a motion by Mr. Lenzi, seconded by Mr. Garcia, to adjourn the meeting.

Motion Carried.

The meeting adjourned at 8:22 p.m.


Ashley N. Mocker, Board Secretary

STIPEND AGREEMENT—TECHNOLOGY DEPARTMENT CONSULTANT

This Stiped Agreement is made this 4 day of December, 2023, by and between the Sharpsville Area School District (hereinafter the “District”) and Kirk Scurpa (hereinafter “Scurpa”).

WHEREAS, Scurpa is currently the District’s Technology Director, but has indicated his intent to retire prior to the conclusion of the 2023-2024 school year; and

WHEREAS, the District and Scurpa mutually desire that he perform duties post-retirement as a Technology Department Consultant; and

WHEREAS, the District and Scurpa desire to set forth their mutual understanding and agreement regarding Scurpa’s appointment as a Technology Department Consultant.

NOW THEREFORE, intending to be legally bound hereby, the District and Scurpa agree as follows:

1. The parties agree that Scurpa shall act as a Technology Department Consultant following his retirement as outlined below.

a. The initial appointed term will expire June 30, 2025.

b. Thereafter, annually beginning in 2025, at a public meeting each May or June, the Sharpsville Area School District’s Board of Education will consider the reappointment of Scurpa as a Technology Department Consultant for the District.

c. Each reappointment will have a one-year term, based on the school year of July 1st through the following June 30th.

d. Either party may terminate this Agreement at any time, upon the terminating party giving notice of their desire to terminate the Agreement by providing at least ninety (90) days written notice to the other party.

2. The parties agree and acknowledge that a Technology Department Consultant’s duties shall include but not be limited to (1) consulting with the District’s incoming Technology Director, (2) giving advice and opinions regarding new technology purchases and (3) assisting in troubleshooting and upgrades/updates.

3. The parties agree that a Technology Department Consultant shall be paid a stipend of \$200 per school year, with the first school year prorated.

4. This Agreement constitutes the complete, entire and integrated agreement and understanding of the parties hereto containing the subject matter hereof and will not be altered,

modified, or rescinded except by writing duly executed by each of the parties hereto. No statements, promises or representations have been by any party promised, or expected other than as stated in this Agreement. No party is relying upon any representations, promises, or covenants other than those expressly set forth in this Agreement and no condition precedent to the effectiveness of this Agreement exists. All prior discussions and negotiations have been and are merged and integrated into and are superseded by this Agreement.

WHEREFORE, the parties hereto, by their duly authorized representatives and intending to be legally bound, have executed this Stipend Agreement.

Attest:

Ashley Moch

Secretary

SHARPSVILLE AREA SCHOOL DISTRICT

By: Doris J. Grandy

School Board President

Witness:

[Signature]

KIRK SCURPA

[Signature]

SHARPSVILLE AREA SCHOOL DISTRICT RESOLUTION NO. 13 OF 2023

WHEREAS, on June 27, 2006, the Pennsylvania legislature passed Act 1 of Special Session 2006, entitled the “Taxpayer Relief Act” (hereinafter “Act 1”);

WHEREAS, Act 1 requires school districts to limit tax increases to the level set by an inflation index unless the tax increase is approved by voters in a referendum or the school district obtains from the Department of Education or a court of common pleas certain referendum exceptions;

WHEREAS, Act 1 does, however, allow a board of school directors to elect to adopt a resolution indicating that it will not raise the rate of any tax for the support of the public schools for the following fiscal year by more than its index, provided this resolution must be adopted no later than 110 days prior to the date of the election immediately preceding the upcoming fiscal year;

WHEREAS, the adjusted index for the 2024-25 fiscal year is 7.8%;

WHEREAS, the Sharpsville Area School District Board of Directors has made the decision that it shall not raise the rate of any tax for the support of the Sharpsville Area School District for the 2024-25 fiscal year by more than its index.

AND NOW, on this 4th day of December, 2023, it is hereby **RESOLVED** by the Sharpsville Area School District (hereinafter “District”) Board of Directors (hereinafter “Board”) the following:

1. The Board certifies that it will not increase any school district tax for the 2024-25 school year at a rate that exceeds the index as calculated by the Pennsylvania Department of Education.
2. The Board certifies that it will comply with the procedures set forth in Section 687, of the Pennsylvania Public School Code (hereinafter “School Code”), 24 P.S. §6-687, for the adoption of its proposed and final budget.
3. The Board certifies that increasing any tax at a rate less than or equal to the index will be sufficient to balance its final budget of the 2024-25 fiscal year.
4. The Administration of the District will submit the District’s information on a proposed increase in the rate of a tax levied for the support of the District to the Pennsylvania Department of Education on the uniform form prepared by the Pennsylvania Department of Education no later than five days after the Board’s adoption of this Resolution.
5. The Administration of the District will send a copy of this Resolution to the Pennsylvania Department of Education no later than five days after the Board’s adoption of this Resolution.

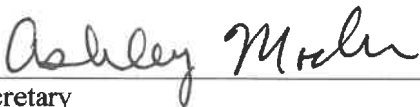
6. The Board understands and agrees that by passing this Resolution it is not eligible to seek referendum exceptions under Section 333(f) of Act 1 and is not eligible to request approval from the voters through a referendum to increase a tax rate by more than the index as established for the 2024-25 fiscal year.
7. Once this Resolution is passed, the Administration of the District is not required to comply with the preliminary budget requirements set forth in paragraphs (a) and (c) of Section 311 of Act 1. Provided, however:
 - (a) The Board understands and agrees that, upon receipt of the information submitted by the District as set forth in paragraphs 4 and 5 above, the Pennsylvania Department of Education shall compare the District's proposed percentage increase in the rate of the tax with the index.
 - (b) Within ten days of the receipt of this information, the Pennsylvania Department of Education shall inform the District whether its proposed tax rate increase is less than or equal to the index.
 - (c) If the Pennsylvania Department of Education determines that the District's proposed increase in the rate of the District's tax exceeds the index, the District is subject to the preliminary budget requirements as set forth in paragraph (a) and (c) of Section 311 of Act 1.

DULY ADOPTED, by the Board of School Directors of this School District, this 4th day of December, 2023.

SHARPSVILLE AREA SCHOOL DISTRICT
Sharpsville, Pennsylvania

By: 
President

ATTEST:


Secretary

(SEAL)

SHARPSVILLE AREA SCHOOL DISTRICT

RESOLUTION No. 14 of 2023

2023 TCC Voting Delegate Appointment Resolution

Background. Act 32 § 505(b) requires the governing bodies of school districts, townships, boroughs, and cities that impose an earned income tax to appoint one voting delegate and one or more alternate delegates to be their Tax Collection Committee (TCC) representatives. The purpose of this resolution is to appoint the required delegates. The appointed individuals have consented to appointment.

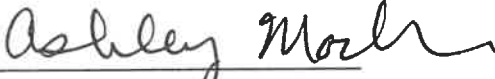
RESOLVED, by the governing body of the Sharpsville Area School District that the following individuals are appointed as TCC delegates for the Sharpsville Area School District:


1. Primary voting delegate: Business Manager/Board Secretary
2. First alternate voting delegate: Superintendent
3. Second alternate voting delegate: Finance Committee Chairperson
4. If the primary voting delegate cannot be present for a TCC meeting, the first alternate voting delegate shall be the representative at the TCC meeting. If both the primary voting delegate and the first alternate voting delegate cannot be present for a TCC meeting, the second alternate voting delegate shall be the representative at the TCC meeting.
5. These appointments are effective January 1, 2024 and shall continue until successors are appointed. Delegates shall be appointed each year in November or December or as soon thereafter as possible. All delegates shall serve at the pleasure of this governing body and may be removed at any time.

Certification of adoption. The undersigned certifies that the above Resolution was adopted at the public meeting on December 4, 2023

ATTEST:

**SHARPSVILLE AREA
SCHOOL DISTRICT**


Ashley Mocker, Secretary
Board of School Directors

By 
President
Board of School Directors

THE RESCHINI GROUP

“GAG CLAUSE” ATTESTATION AGREEMENT

This “Gag Clause” Attestation Agreement (“Agreement”), effective as of November 17, 2023 (“Effective Date”), is made and entered into by and between Sharpsville Area School District (“Client”), organized under the laws of Pennsylvania, with its principal place of business located at 1 Blue Devil Way Sharpsville, PA 16150 and Reschini Agency, Inc., a Pennsylvania corporation, (“Broker”). Client and Broker are collectively referred to as “the Parties.”

WHEREAS, Client sponsors a self-insured group health plan for the benefit of employees and their dependents (the “Plan”);

WHEREAS, Under the Consolidated Appropriations Act, 2021 (“CAA”), insurers and sponsors of self-insured group health plans are prohibited from entering into an agreement with a health care provider, network, association of providers, third party administrator, or other service provider that provides access to a network of providers that includes a “gag clause” that restricts the use and access of certain claims and cost information and data as defined by CAA and as further set forth herein;

WHEREAS, CAA further requires insurers and sponsors of self-insured group health plans to file an annual Gag Clause Prohibition Compliance Attestation (“GCPCA”) with the Departments of Labor, Health and Human Services, and the Treasury (collectively, the Departments) by submitting the GCPCA on an online web form to the Centers for Medicare & Medicaid Services (“CMS”);

WHEREAS, Broker is in the business of providing health insurance broker services and related administrative services to health and welfare plans, (including the Plan), employs a staff of trained and experienced employees and maintains appropriate equipment, software and facilities to enable it to assist Client in making the annual GCPCA filing with CMS;

WHEREAS, Client wishes to authorize Broker to make the annual GCPCA filing on its behalf, and Broker wishes to provide such services to Client; and

WHEREAS, the Parties wish to enter into this Agreement to set forth the duties and responsibilities of Broker and Client with regard to the annual GCPCA filing.

NOW, THEREFORE, in exchange for the mutual promises herein and other valuable consideration, the Parties agree:

ARTICLE I **AUTHORIZATION**

Section 1.01. Unless and until this Agreement is terminated in accordance with the provisions of Article V, Client authorizes Broker and/or its authorized agents to execute and file Client's GCPCA annually or as often as required by and in accordance with CAA, as amended.

Section 1.02. Client further authorizes Broker to rely on Client's written or verbal statements as proof that its provider contracts are free of gag clauses prohibited by CAA and Client agrees to release, indemnify, and hold harmless Broker for any GCPCA filing that includes inaccurate, incomplete, or false information that was provided by Client.

ARTICLE II **DUTIES OF CLIENT**

Section 2.01. Client shall be responsible for investigating and determining whether any of its contracts with any provider, network, association of providers, third party administrators, or other service providers contain any gag clauses prohibited by CAA, as amended.

Section 2.02. Client shall, at least thirty (30) days prior to the annual filing deadline, report to Broker that it has completed its review of applicable provider contracts, or has otherwise determined that the provider contracts do not contain any gag clauses that are prohibited by CAA by providing a signed statement to Broker, which shall read as follows:

I attest on behalf of the undersigned Plan, on whose behalf I am signing, that the Plan has not entered into an agreement with a health care provider, network or association of providers, third-party administrator, or other service provider offering access to a network of providers that, directly or indirectly restrict the Plan from:

1. Providing provider-specific cost or quality of care information or data, through a consumer engagement tool or any other means, to referring providers, the plan sponsor, participants, beneficiaries, or enrollees, or individuals eligible to become participants, beneficiaries, or enrollees of the plan or coverage.
2. Electronically accessing de-identified claims and encounter information or data for each participant, beneficiary, or enrollee in the plan or coverage, upon request and consistent with the privacy regulations promulgated pursuant to section 264(c) of the Health Insurance Portability and Accountability Act of 1996 as amended (HIPAA), the amendments made by Genetic Information Nondiscrimination Act of 2008 (GINA), and the Americans with Disabilities Act of 1990 as amended (ADA), including, on a per claim basis—
 - i. Financial information, such as the allowed amount, or any other claim-related financial obligations included in the provider contract.
 - ii. Provider information, including name and clinical designation.
 - iii. Service codes; or

- iv. Any other data element included in claim or encounter transactions; or
- 3. Sharing information or data described in items (1) or (2), or directing that such data be shared, with a business associate as defined in section 160.103 of title 45, Code of Federal Regulations (or successor regulations), consistent with the privacy regulations promulgated pursuant to section 264(c) of HIPAA, the amendments made by GINA, and the ADA.

ARTICLE III **DUTIES OF BROKER**

Section 3.01. Provided that Broker timely receives the statement from Client as set forth in **Section 2.02** above, Broker's shall file Client's annual GCPCA with CMS, or such other agency or agencies as prescribed by CAA, as amended.

Section 3.02. Broker shall provide proof of the timely GCPCA filing to the Client and shall maintain records of all attestation filings and shall make such records available to the Client upon request at any time and shall return all such records to Client upon termination of this Agreement.

ARTICLE IV **EXCLUSIONS FROM DUTIES OF BROKER; FORCE MAJEURE**

Section 4.01. Broker shall have no duty to independently verify that Client's provider contracts do not contain "gag clauses" as prohibited by CAA and shall rely only on Client's verbal or written assurance that it has reviewed all provider contracts and determined that they do not contain gag clauses that are prohibited under CAA.

Section 4.02. Broker shall not be required to assume any responsibilities, duties, functions, or services of Client or of other service providers of Client for any reason unless agreed upon in advance in writing and made a part of this Agreement.

Section 4.03. Broker shall not be required to perform any service not provided for in this Agreement or duly authorized by Client and in accordance with all applicable laws and their regulations.

Section 4.04. Broker shall be excused from any delay or failure to perform to the extent such delay or failure to perform is caused by force majeure; that is, an unforeseeable event beyond Broker's reasonable control, including acts of God, fire, flood, war (whether declared or not), civil disturbance, terrorism, rebellion, pandemic, revolution, insurrection, riot or natural disaster, provided that the delay or failure could not have been prevented through Broker's reasonable diligence. Broker shall not be deemed to be in breach of its obligations hereunder for so long as the force majeure event renders the performance of such obligations impossible and

Broker works diligently to remove, remedy, or effect a work-around to such force majeure event and has promptly taken all reasonable steps to minimize resulting losses and service interruptions. In the event Broker is so hindered or prevented it shall give notice of suspension as soon as reasonably possible to Client stating the date and extent of such suspension and the cause thereof. Broker shall resume the performance of such obligations as soon as reasonably practicable after the removal of the cause and shall so notify Client.

ARTICLE V

TERM OF AGREEMENT AND TERMINATION

Section 5.01. This Agreement shall be effective as of the Effective Date and shall continue for a period of one (1) year. Thereafter, this Agreement shall be automatically renewed from year to year unless terminated pursuant to this Article V.

Section 5.02. Notwithstanding anything to the contrary contained in this Agreement, either party shall have the right to terminate this Agreement without cause at any time by delivering to the other party written notice of termination, signed by its authorized representatives. Any notice to terminate by the Client must be directed to their Reschini Account Executive. A notice of termination shall be effective sixty (60) days immediately after delivery, unless a later date is agreed to by the Parties. This right of termination shall be a right to terminate without penalty.

Section 5.03. Either party hereto shall have the right to terminate this Agreement immediately for cause, without prejudice to any other right which it may otherwise have against the other party under the provisions of this Agreement, at law, in equity or otherwise. Cause shall include but not be limited to the failure of a party to perform specific conditions, covenants, or promises in this Agreement.

Section 5.04. Upon termination of this Agreement and the delivery of Client's records, the Broker shall not be required to perform additional services under this Agreement.

ARTICLE VI

AUTHORITY AND STATUS OF BROKER

Section 6.01. Broker is an independent contractor to Client, and neither Broker nor any of its officers, agents, servants, or employees are, nor shall they be at any time during the term of this Agreement, considered to be agents, servants, or employees of Client.

Section 6.02. Except as expressly provided for in this Agreement, Broker shall not have authority to act on behalf of, commit, bind or contract for Client.

Section 6.03. Client and Broker contemplate that the services to be performed by the Broker under this Agreement shall consist of clerical and ministerial services and that Broker is not a fiduciary as that term is defined by ERISA. If Broker nevertheless takes specific action that would cause it to be considered a fiduciary under ERISA, Broker will be deemed to be a

fiduciary under ERISA only with respect to such action. Otherwise, Broker shall not be deemed a fiduciary.

Section 6.04. Broker hereby agrees that all title and interest to any files, forms, records, documents, data and the contents of same shall remain the sole property of Client. Unless specifically designated in writing or otherwise agreed upon by the Parties, programs and systems developed by Broker shall remain the exclusive property of Broker.

ARTICLE VII **APPLICABLE LAW AND NOTICES**

Section 7.01. This Agreement shall be governed, construed, regulated, and administered under the laws of the Commonwealth of Pennsylvania to the extent not preempted by ERISA or other federal law.

ARTICLE VIII **DISPUTE RESOLUTION**

Section 8.01. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally prior to seeking judicial intervention.

Section 8.02. During the pendency of the resolution of the controversy, dispute or claim, Broker shall continue to perform under this Agreement, however, the right of either party to cancel this Agreement as otherwise provided herein shall not be affected.

Section 9.03. The Parties irrevocably consent and submit to the jurisdiction of the federal and state courts within Indiana County, Pennsylvania, and waive any objection based on venue or forum non conveniens with respect to any action instituted under this Article VIII.

ARTICLE IX **INDEMNITY**

Section 9.01. Client agrees to defend, indemnify and hold harmless Broker against all third-party claims, damages, liabilities, expenses (including reasonable attorney's fees), interest and cost of defense, actually and reasonably incurred or imposed on it in connection with any actual or threatened claim, action, suit, proceeding, settlement or compromise thereof, arising from Broker's acts or omissions in accordance with this Agreement, Client's direction or written policies or Broker's providing claims administration services in accordance with the terms of the Plan, but excluding those which arise from Broker's acts or omissions which are negligent or unreasonable in accordance with the standards of its industry, gross negligence, willful or reckless, a breach of legal duty or of this Agreement, dishonest, fraudulent or a criminal act. The right to be defended, indemnified and held harmless hereunder shall extend to the officers, employees, agents, successors or assigns of Broker only with respect to acts or omissions prior

to such cessation of their employment with Broker and shall apply after termination of this Agreement with respect to acts or omissions prior to the cessation of Broker's duties hereunder.

Section 9.02. The above agreement to defend, indemnify and hold harmless shall not extend to any claim of breach of this Agreement, breach of fiduciary duty, negligence, misconduct, or any other claim which either party may have directly against the other party, its agents, employees, estates, executors, administrators, guardians, conservators, and heirs. The agreement to defend, indemnify and hold harmless shall extend only to the extent permissible under ERISA and applicable federal and state law. This Article IX shall not be construed to limit contractual remedies either party may have available in the event this Agreement is breached.

ARTICLE X **SEVERABILITY**

Section 10.01. In the event any provisions of this Agreement shall be considered illegal, invalid, or inoperable for any reason, said condition shall not affect the remaining provisions hereof, but such provisions shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or inoperative provisions had never been inserted therein.

ARTICLE XI **AMENDMENT**

Section 11.01. This Agreement may be amended at any time by action of Client and Broker in writing through correspondence or formal amendments to this Agreement. To the extent this Agreement is amended through Board minutes or correspondence, such correspondence shall be incorporated by reference into this Agreement.

ARTICLE XII **NON-ASSIGNMENT**

Section 12.01. No assignment of this Agreement in whole or in part may be made by either party without the prior written consent of the other. Further, the services provided under this Agreement may not be assigned to another entity without written consent of Client.

ARTICLE XIII **CONFIDENTIALITY**

Section 13.01. During the course of entering into this Agreement and providing the administrative services hereunder, each party would be in a position to learn about, or come into possession of, information concerning the other party, or concerning the Plan participants and beneficiaries. This information may be either confidential or not generally available to the public. In some instances, inappropriate disclosure of this information may violate protected

rights of privacy of individual participants or beneficiaries. Therefore, each party shall treat all such information as confidential and shall not disclose any such information to third parties except to provide the administrative services hereunder or as may be legally required. Broker agrees to take all reasonable precautions to prevent any unauthorized disclosure of such information.

ARTICLE XIV **COUNTERPARTS**

Section 14.01. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Facsimile and photocopies of this Agreement shall be deemed as valid as the original.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused their proper and duly authorized representatives to execute and deliver this Agreement as of the last date set forth below.

RESCHINI AGENCY, INC.
("BROKER")

Sharpsville Area School District

(**CLIENT**)

Print Name: _____

_____, 20____
Date

Print Name: DARLA J GRANDY


December 4, 2023
Date

2023 Gag Clause Prohibition Compliance Attestation

I attest on behalf of Sharpsville Area School District

[PLAN OR COMPANY NAME] that the Plan on whose behalf I am signing has not entered into an agreement with a health care provider, network or association of providers, third-party administrator, or other service provider offering access to a network of providers that, directly or indirectly restrict the Plan from:

1. Providing provider-specific cost or quality of care information or data, through a consumer engagement tool or any other means, to referring providers, the plan sponsor, participants, beneficiaries, or enrollees, or individuals eligible to become participants, beneficiaries, or enrollees of the plan or coverage.
2. Electronically accessing de-identified claims and encounter information or data for each participant, beneficiary, or enrollee in the plan or coverage, upon request and consistent with the privacy regulations promulgated pursuant to section 264(c) of the Health Insurance Portability and Accountability Act of 1996 as amended (HIPAA), the amendments made by Genetic Information Nondiscrimination Act of 2008 (GINA), and the Americans with Disabilities Act of 1990 as amended (ADA), including, on a per claim basis—
 - i. Financial information, such as the allowed amount, or any other claim-related financial obligations included in the provider contract.
 - ii. Provider information, including name and clinical designation.
 - iii. Service codes; or
 - iv. Any other data element included in claim or encounter transactions; or
3. Sharing information or data described in items (1) or (2), or directing that such data be shared, with a business associate as defined in section 160.103 of title 45, Code of Federal Regulations (or successor regulations), consistent with the privacy regulations promulgated pursuant to section 264(c) of HIPAA, the amendments made by GINA, and the ADA.


Signature

DARLA J GRANDY
Printed Name

Sharpsville Area School District
On behalf of (Client Company Name)

12/4/2023
Date



Commercial Services Agreement Addendum

Addendum To Customer # _____

Customer Name Sharpsville Elementary School Date 11/27/23
Billing Address 1 Blue Devil way
City Sharpsville State PA Zip Code 16150 Phone _____

I. INTENT

- A. As an existing Commercial Pest Control Customer, this Commercial Services Agreement Addendum (the "Addendum") is offered as an additional service to you and is a mutual understanding between Sharpsville (hereinafter the Customer) and Orkin, LLC (hereinafter "Orkin") (hereinafter either the "Addendum" or the "Original Agreement", but collectively, the "Agreement").
- B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address):
100 Little Sharpsville Pa 16150

County Name: Mercer Is this within city limits ☒ Yes ☐ No

II. SCOPE AND NATURE OF WORK

Under this Addendum, Orkin agrees to provide additional services for the following pests:

- ☐ Roaches, common ants, silverfish ☒ Rats and mice ☐ Fire ants ☐ Pharaoh ants ☐ Flies ☐ Odor ☐ Actizyme: Odor Neutralizer ☐ AirRemedy™ ☐ AirSpa™
☐ Other _____

III. CUSTOMER OBLIGATIONS: Under this Addendum, The Customer is still responsible for satisfying all requirements of the existing Commercial Services Agreement, including, without limitation, the stated Customer Obligations.

IV. SERVICE SCHEDULE

- A. Orkin service representative shall service the Customer (service frequency): ☒ 1 Time ☐ 2 Times ☐ 4 Times per month ☐ Other _____
All areas requiring attention shall be treated as deemed necessary by Orkin.
- B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

V. TERMS OF THE ADDENDUM

- A. This Addendum shall be effective for as long as The Company maintains its Commercial Services Agreement and pays the additional service charges.
B. Orkin shall have the right to increase the service charges for the additional service any time after the anniversary date of the initial treatment under this Addendum.
C. The Company acknowledges that the only terms and conditions between The Company and Orkin are those stated in this Addendum and in the existing Commercial Services Agreement (collectively, the "Agreement") and that there are no other terms or provisions which apply.

VI. PAYMENT

- A. The cost of the services described herein shall be \$555 plus tax of \$ _____ for the initial service and \$95.00 plus tax of \$ _____ per service thereafter for a period of (12) months. You will receive an invoice in the month serviced. Payment shall be due upon receipt of invoice.

VII. MATERIALS

The materials used to control pests in and around Customer's premises shall be used in accordance with each product's label and specifications and in conformance with applicable Federal, State and Local laws and regulations.

VIII. RELEASE AND LIMITATION OF LIABILITY:

- A. Customer expressly releases Orkin from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) unless caused by the gross negligence or willful misconduct of Orkin. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided at the affected location(s).
- B. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

IX. EQUIPMENT REPLACEMENT

- A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear expected. All Equipment (which includes electronic and other rodent equipment, air products, or insect light traps) that is damaged, lost or destroyed on the Customer's premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs, unless such loss or damage was caused by Orkin's own negligence.

- B. Orkin shall retain ownership of leased components. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

X. INSURANCE: Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.

- XI. **CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.
- XII. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise expressly provided herein, no changes, alterations, or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto, no dealings between the parties or customs shall be permitted to contradict, vary, add to, or modify the written terms of this Agreement. If any term or provision, or portion thereof, is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to each such term or provision, and such unenforceable term or provision shall not affect any other term or provision of this Agreement, and the remaining terms and provisions of this Agreement shall remain binding and be construed and enforced accordingly. This Agreement is the product of negotiations between the Parties and shall be construed without regard to any presumption or rule requiring adverse construction or interpretation against either Party.

I have read and understand all the terms of this Agreement on the reverse side.

Brian Clark 206329
Inspector Name (PRINT) Applicator's License #
(330) 718-3552
Branch Telephone Number

Branch Management Signature
153530 (rev 10.23)

11/27/23
Date

OFFICE COPY

1160 Trumbull Ave Suite A

Branch Street Address

Girard

City

Doris J. Hardy
Customer's Signature

Customer Email: whoagland@sasdpriide.org

Ohio

State

44420

Zip Code

11/27/23
Date

PAYMENT SUMMARY

1. INITIAL SERVICE PAYMENT	
a. Initial / Start-up Service	\$ <u>95.00</u>
b. One-Time Charges	\$ <u>460.00</u>
c. Product Sales	\$ _____
d. Sales Tax (if applicable)	\$ _____
TOTAL (1a + 1b + 1c + 1d)	\$ <u>555.00</u>
2. RECURRING SERVICE CHARGES	
a. Per Service Treatment Charge	\$ <u>95.00</u>
b. Sales Tax (if applicable)	\$ _____
TOTAL (2a + 2b)	\$ <u>95.00</u>
3. RECURRING LEASE SERVICE CHARGES	
a. Leased Component Charges	\$ _____
<input type="checkbox"/> Sconce <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> AutoFresh <input type="checkbox"/> Actizyme: Odor Neutralizer	
<input type="checkbox"/> AirRemedy™ <input type="checkbox"/> AirSpa™	
<input type="checkbox"/> AirRemedy Alpha <input type="checkbox"/> AirSpa Alpha	
<input type="checkbox"/> AirRemedy Beta <input type="checkbox"/> AirSpa Beta	
<input type="checkbox"/> AirRemedy Gamma <input type="checkbox"/> AirSpa Gamma	
<input type="checkbox"/> Other _____	
b. Sales Tax (if applicable)	\$ _____
TOTAL (3a + 3b)	\$ <u>0</u>
FIRST MONTH'S INVESTMENT (Total of 1a, b, c, and d)	\$ <u>555.00</u>
RECURRING SERVICE / LEASE PAYMENT (Total of 2 + 3)	\$ <u>95.00</u>
METHOD OF PAYMENT	
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> PAYMENT OPTION FORM <input type="checkbox"/> P.O. # _____	

- XIII. DISPUTE RESOLUTION:** (A.) Mediation/Arbitration: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BINDING ARBITRATION. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION SHALL BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA. IF ADMINISTERED UNDER THE AAA RULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. EITHER PARTY HAS THE RIGHT TO REQUIRE A PANEL OF THREE (3) ARBITRATORS, BUT IN THE ABSENCE OF THE PARTIES' AGREEMENT, THE REQUESTING PARTY SHALL BE RESPONSIBLE FOR THE COST OF THE ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT ANY TIME PRIOR TO THE HEARING THAT THE AWARD BE ACCOMPANIED BY A REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT THAT A PARTY MAY WITHIN 30 DAYS OF THE ORIGINAL AWARD REQUEST AN ARBITRAL APPEAL TO AN APPEAL TRIBUNAL, CONSTITUTED IN THE SAME NUMBER AND BY THE SAME PROCESS AS THE INITIAL ARBITRATOR(S). THE APPEALING PARTY SHALL BE RESPONSIBLE FOR THE FILING FEE AND OTHER ARBITRATION FEES AND COSTS SUBJECT TO AWARD BY THE APPEAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL REVIEW ALL QUESTIONS OF LAW AND FACT UNDER A CLEARLY ERRONEOUS STANDARD. THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND BINDING. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. CUSTOMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. BEFORE HAVING RECOURSE TO ARBITRATION, CUSTOMER AND ORKIN EACH AGREES TO TRY IN GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM BY AT LEAST FOUR (4) HOURS OF MEDIATION ADMINISTERED UNDER THE AAA COMMERCIAL MEDIATION RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE MEDIATION. THE AAA MAY BE CONTACTED AT THE TOLL-FREE NUMBER 800.778.7879, OR THROUGH THE FOLLOWING WEBSITE: <http://www.adr.org>.
- (B) Class Action Waiver: ANY LEGAL PROCEEDING OF ANY NATURE MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR MULTIPLE PLAINTIFF OR SIMILAR REPRESENTATIVE PROCEEDING.
- XIV. FORCE MAJEURE:** Orkin will be relieved of its obligations and may terminate this Agreement upon providing sixty (60) days' written notice if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats, or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) unavailability of pesticides or other supplies for ordinary sources, and (j) shortage of adequate power or transportation facilities.



Commercial Services Agreement Addendum

Addendum To Customer # _____

Customer Name Sharpville High school

Date 11/27/23

Billing Address 1 Blue Devil way

City Sharpville

State PA

Zip Code 16150

Phone _____

I. INTENT

A. As an existing Commercial Pest Control Customer, this Commercial Services Agreement Addendum (the "Addendum") is offered as an additional service to you and is a mutual understanding between Sharpville (hereinafter the Customer) and Orkin, LLC (hereinafter "Orkin") (hereinafter either the "Addendum" or the "Original Agreement", but collectively, the "Agreement").

B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address):
301 Blue devil way Sharpville Pa 16150

County Name: Mercer Is this within city limits ☒ Yes ☐ No

II. SCOPE AND NATURE OF WORK

Under this Addendum, Orkin agrees to provide additional services for the following pests:

☐ Roaches, common ants, silverfish ☒ Rats and mice ☐ Fire ants ☐ Pharaoh ants ☐ Flies ☐ Odor ☐ Actizyme: Odor Neutralizer ☐ AirRemedy™ ☐ AirSpa™
☐ Other _____

III. CUSTOMER OBLIGATIONS: Under this Addendum, The Customer is still responsible for satisfying all requirements of the existing Commercial Services Agreement, including, without limitation, the stated Customer Obligations.

IV. SERVICE SCHEDULE

A. Orkin service representative shall service the Customer (service frequency): ☒ 1 Time ☐ 2 Times ☐ 4 Times per month ☐ Other _____
All areas requiring attention shall be treated as deemed necessary by Orkin.

B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

V. TERMS OF THE ADDENDUM

A. This Addendum shall be effective for as long as The Company maintains its Commercial Services Agreement and pays the additional service charges.
B. Orkin shall have the right to increase the service charges for the additional service any time after the anniversary date of the initial treatment under this Addendum.
C. The Company acknowledges that the only terms and conditions between The Company and Orkin are those stated in this Addendum and in the existing Commercial Services Agreement (collectively, the "Agreement") and that there are no other terms or provisions which apply.

VI. PAYMENT

A. The cost of the services described herein shall be \$362.00 plus tax of \$ _____ for the initial service and \$62.00 plus tax of \$ _____ per service thereafter for a period of (12) months. You will receive an invoice in the month serviced. Payment shall be due upon receipt of invoice.

VII. MATERIALS

The materials used to control pests in and around Customer's premises shall be used in accordance with each product's label and specifications and in conformance with applicable Federal, State and Local laws and regulations.

VIII. RELEASE AND LIMITATION OF LIABILITY:

A. Customer expressly releases Orkin from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) unless caused by the gross negligence or willful misconduct of Orkin. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided at the affected location(s).
B. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

IX. EQUIPMENT REPLACEMENT

A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear expected. All Equipment (which includes electronic and other rodent equipment, air products, or insect light traps) that is damaged, lost or destroyed on the Customer's premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs, unless such loss or damage was caused by Orkin's own negligence.
B. Orkin shall retain ownership of leased components. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

X. INSURANCE: Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.
XI. CHEMICAL INFORMATION WARNING: Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.

XII. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise expressly provided herein, no changes, alterations, or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto, no dealings between the parties or customs shall be permitted to contradict, vary, add to, or modify the written terms of this Agreement. If any term or provision, or portion thereof, is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to each such term or provision, and such unenforceable term or provision shall not affect any other term or provision of this Agreement, and the remaining terms and provisions of this Agreement shall remain binding and be construed and enforced accordingly. This Agreement is the product of negotiations between the Parties and shall be construed without regard to any presumption or rule requiring adverse construction or interpretation against either Party.

I have read and understand all the terms of this Agreement on the reverse side.

Brian Clark

206329

Inspector Name (PRINT)

Applicator's License #

(330) 718-3552

Branch Telephone Number

Branch Management Signature
153530 (rev 10.23)

11/27/23
Date

OFFICE COPY

1160 Trumbull Ave Suite A

Branch Street Address

Girard

City

Ohio

State

44420

Zip Code

11/27/23

Date

Customer's Signature

PAYMENT SUMMARY

1. INITIAL SERVICE PAYMENT

a. Initial / Start-up Service \$ 62.00
b. One-Time Charges \$ 300.00
c. Product Sales \$ _____
d. Sales Tax (if applicable) \$ _____
TOTAL (1a + 1b + 1c + 1d) \$ 362.00

2. RECURRING SERVICE CHARGES

a. Per Service Treatment Charge \$ 62.00
b. Sales Tax (if applicable) \$ _____
TOTAL (2a + 2b) \$ 62.00

3. RECURRING LEASE SERVICE CHARGES

a. Leased Component Charges \$ _____
☐ Sconce ☐ Standard ☐ Industrial ☐ AutoFresh ☐ Actizyme: Odor Neutralizer
☐ AirRemedy™ ☐ AirSpa™
☐ AirRemedy Alpha ☐ AirSpa Alpha
☐ AirRemedy Beta ☐ AirSpa Beta
☐ AirRemedy Gamma ☐ AirSpa Gamma
☐ Other _____
b. Sales Tax (if applicable) \$ _____
TOTAL (3a + 3b) \$ 0

FIRST MONTH'S INVESTMENT (Total of 1a, b, c, and d) \$ 362.00

RECURRING SERVICE / LEASE PAYMENT (Total of 2 + 3) \$ 62.00

METHOD OF PAYMENT

☐ CASH ☐ CHECK ☐ PAYMENT OPTION FORM ☐ P.O. # _____

- XIII. DISPUTE RESOLUTION:** (A.) Mediation/Arbitration: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BINDING ARBITRATION. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION SHALL BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA. IF ADMINISTERED UNDER THE AAA RULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. EITHER PARTY HAS THE RIGHT TO REQUIRE A PANEL OF THREE (3) ARBITRATORS, BUT IN THE ABSENCE OF THE PARTIES' AGREEMENT, THE REQUESTING PARTY SHALL BE RESPONSIBLE FOR THE COST OF THE ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT ANY TIME PRIOR TO THE HEARING THAT THE AWARD BE ACCOMPANIED BY A REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT THAT A PARTY MAY WITHIN 30 DAYS OF THE ORIGINAL AWARD REQUEST AN ARBITRAL APPEAL TO AN APPEAL TRIBUNAL, CONSTITUTED IN THE SAME NUMBER AND BY THE SAME PROCESS AS THE INITIAL ARBITRATOR(S). THE APPEALING PARTY SHALL BE RESPONSIBLE FOR THE FILING FEE AND OTHER ARBITRATION FEES AND COSTS SUBJECT TO AWARD BY THE APPEAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL REVIEW ALL QUESTIONS OF LAW AND FACT UNDER A CLEARLY ERRONEOUS STANDARD. THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND BINDING. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. CUSTOMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. BEFORE HAVING RECOURSE TO ARBITRATION, CUSTOMER AND ORKIN EACH AGREES TO TRY IN GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM BY AT LEAST FOUR (4) HOURS OF MEDIATION ADMINISTERED UNDER THE AAA COMMERCIAL MEDIATION RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE MEDIATION. THE AAA MAY BE CONTACTED AT THE TOLL-FREE NUMBER 800.778.7879, OR THROUGH THE FOLLOWING WEBSITE: <http://www.adr.org>.
- (B) Class Action Waiver: ANY LEGAL PROCEEDING OF ANY NATURE MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR MULTIPLE PLAINTIFF OR SIMILAR REPRESENTATIVE PROCEEDING.
- XIV. FORCE MAJEURE:** Orkin will be relieved of its obligations and may terminate this Agreement upon providing sixty (60) days' written notice if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats, or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) unavailability of pesticides or other supplies for ordinary sources, and (j) shortage of adequate power or transportation facilities.



Commercial Services Agreement Addendum

Addendum To Customer # _____

Customer Name Sharpsville Middle School Date 11/27/23
 Billing Address 1 Blue Devil way
 City Sharpsville State PA Zip Code 16150 Phone _____

I. INTENT

- A. As an existing Commercial Pest Control Customer, this Commercial Services Agreement Addendum (the "Addendum") is offered as an additional service to you and is a mutual understanding between Sharpsville (hereinafter the Customer) and Orkin, LLC (hereinafter "Orkin") (hereinafter either the "Addendum" or the "Original Agreement", but collectively, the "Agreement").
- B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address):
303 Blue devil way Sharpsville Pa 16150

County Name: Mercer Is this within city limits ☒ Yes ☐ No

II. SCOPE AND NATURE OF WORK

Under this Addendum, Orkin agrees to provide additional services for the following pests:

- ☐ Roaches, common ants, silverfish ☒ Rats and mice ☐ Fire ants ☐ Pharaoh ants ☐ Flies ☐ Odor ☐ Actizyme: Odor Neutralizer ☐ AirRemedy™ ☐ AirSpa™
☐ Other _____

III. CUSTOMER OBLIGATIONS: Under this Addendum, The Customer is still responsible for satisfying all requirements of the existing Commercial Services Agreement, including, without limitation, the stated Customer Obligations.

IV. SERVICE SCHEDULE

- A. Orkin service representative shall service the Customer (service frequency): ☒ 1 Time ☐ 2 Times ☐ 4 Times per month ☐ Other _____
 All areas requiring attention shall be treated as deemed necessary by Orkin.
- B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

V. TERMS OF THE ADDENDUM

- A. This Addendum shall be effective for as long as The Company maintains its Commercial Services Agreement and pays the additional service charges.
 B. Orkin shall have the right to increase the service charges for the additional service any time after the anniversary date of the initial treatment under this Addendum.
 C. The Company acknowledges that the only terms and conditions between The Company and Orkin are those stated in this Addendum and in the existing Commercial Services Agreement (collectively, the "Agreement") and that there are no other terms or provisions which apply.

VI. PAYMENT

- A. The cost of the services described herein shall be \$362.00 plus tax of \$ _____ for the initial service and \$62.00 plus tax of \$ _____ per service thereafter for a period of (12) months. You will receive an invoice in the month serviced. Payment shall be due upon receipt of invoice.

VII. MATERIALS

The materials used to control pests in and around Customer's premises shall be used in accordance with each product's label and specifications and in conformance with applicable Federal, State and Local laws and regulations.

VIII. RELEASE AND LIMITATION OF LIABILITY:

- A. Customer expressly releases Orkin from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) unless caused by the gross negligence or willful misconduct of Orkin. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided at the affected location(s).
- B. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

IX. EQUIPMENT REPLACEMENT

- A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear expected. All Equipment (which includes electronic and other rodent equipment, air products, or insect light traps) that is damaged, lost or destroyed on the Customer's premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs, unless such loss or damage was caused by Orkin's own negligence.

- B. Orkin shall retain ownership of leased components. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

X. INSURANCE: Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.

XI. CHEMICAL INFORMATION WARNING: Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.

XII. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise expressly provided herein, no changes, alterations, or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto, no dealings between the parties or customs shall be permitted to contradict, vary, add to, or modify the written terms of this Agreement. If any term or provision, or portion thereof, is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to each such term or provision, and such unenforceable term or provision shall not affect any other term or provision of this Agreement, and the remaining terms and provisions of this Agreement shall remain binding and be construed and enforced accordingly. This Agreement is the product of negotiations between the Parties and shall be construed without regard to any presumption or rule requiring adverse construction or interpretation against either Party.

I have read and understand all the terms of this Agreement on the reverse side.

Brian Clark 206329
 Inspector Name (PRINT) Applicator's License #
 (330) 718-3552
 Branch Telephone Number

Branch Management Signature
 153530 (rev 10.23)

11/27/23
 Date

OFFICE COPY

1160 Trumbull Ave Suite A
 Branch Street Address

Girard Ohio 44420
 City State Zip Code
 11/27/23
 Date

Customer's Signature

PAYMENT SUMMARY

1. INITIAL SERVICE PAYMENT	
a. Initial / Start-up Service	\$ 62.00
b. One-Time Charges	\$ 300.00
c. Product Sales	\$
d. Sales Tax (if applicable)	\$
TOTAL (1a + 1b + 1c + 1d)	\$ 362.00
2. RECURRING SERVICE CHARGES	
a. Per Service Treatment Charge	\$ 62.00
b. Sales Tax (if applicable)	\$
TOTAL (2a + 2b)	\$ 62.00
3. RECURRING LEASE SERVICE CHARGES	
a. Leased Component Charges	\$
<input type="checkbox"/> Sconce <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> AutoFresh <input type="checkbox"/> Actizyme: Odor Neutralizer	
<input type="checkbox"/> AirRemedy™ <input type="checkbox"/> AirSpa™	
<input type="checkbox"/> AirRemedy Alpha <input type="checkbox"/> AirSpa Alpha	
<input type="checkbox"/> AirRemedy Beta <input type="checkbox"/> AirSpa Beta	
<input type="checkbox"/> AirRemedy Gamma <input type="checkbox"/> AirSpa Gamma	
<input type="checkbox"/> Other	
b. Sales Tax (if applicable)	\$ 0
TOTAL (3a + 3b)	\$ 0
FIRST MONTH'S INVESTMENT (Total of 1a, b, c, and d)	\$ 362.00
RECURRING SERVICE / LEASE PAYMENT (Total of 2 + 3)	\$ 62.00
METHOD OF PAYMENT	
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> PAYMENT OPTION FORM <input type="checkbox"/> P.O. #	

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XIV. FORCE MAJEURE: Orkin will be relieved of its obligations and may terminate this Agreement upon providing sixty (60) days' written notice if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats, or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) unavailability of pesticides or other supplies for ordinary sources, and (j) shortage of adequate power or transportation facilities.

AGREEMENT REGARDING SCHOOL PSYCHOLOGIST SERVICES

This Agreement is entered into as of the 4th day of December, 2023, between SHARPSVILLE AREA SCHOOL DISTRICT (hereinafter the "District") and BROOKE KNOX (hereinafter "Knox").

WHEREAS, Knox was previously employed by the District as a School Psychologist and has left the District's employ for another public School District; and

WHEREAS, the District is in need of services in the nature of performing evaluations of students for the purpose of determining eligibility for special education and other related issues on an ad hoc basis as an independent contractor; and

WHEREAS, Knox is willing to provide such services to the District as an independent contractor; and

WHEREAS, the parties wish to memorialize the terms of their agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, it is agreed by and among the parties to the following terms and conditions:

1. Knox agrees that she is willing to perform evaluations on an ad hoc basis as required by the District for a flat fee of \$550 per evaluation.

2. The parties agree that Knox shall perform the evaluations requested by the District in her own time and on her own schedule, with the District providing no direction as to manner or method of performance, except that the evaluations be completed by the stated deadline with use of best practices.

3. The parties agree and acknowledge (1) that Knox shall be paid for each evaluation completed within thirty (30) days of completion, (2) that Knox shall be issued a 1099 at tax year's end, (3) that she has other full-time employment and may similarly contract with other school entities to perform evaluations and (4) that the intent of this arrangement shall be only that an independent contractor relationship is created.

4. No amendment, change or modification of this Agreement shall be valid unless in writing signed by both parties.

5. This Agreement shall continue until modified or terminated by either party, which may be done at any time.

6. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

ATTEST:

SHARPSVILLE AREA SCHOOL DISTRICT

Ashley Moeck

By: Paul J. Grandy
BOARD PRESIDENT

WITNESS:

BROOKE KNOX



BOARD MEETING DATES FOR 2024

REGULAR MEETINGS

January 16, 2024 (Tuesday)	Sharpville Elementary Cafeteria	7:00 PM
February 20, 2024 (Tuesday)	Sharpville Elementary Cafeteria	7:00 PM
March 18, 2024	Sharpville Elementary Cafeteria	7:00 PM
April 15, 2024	Sharpville Elementary Cafeteria	7:00 PM
May 20, 2024	Sharpville Elementary Cafeteria	7:00 PM
June 17, 2024	Sharpville Elementary Cafeteria	7:00 PM
July 2024	No Meeting	
August 19, 2024	Sharpville Elementary Cafeteria	7:00 PM
September 16, 2024	Sharpville Elementary Cafeteria	7:00 PM
October 21, 2024	Sharpville Elementary Cafeteria	7:00 PM
November 18, 2024	Sharpville Elementary Cafeteria	7:00 PM
December 2, 2024	Sharpville Elementary Cafeteria	7:00 PM
(Reorganization and Regular Meeting – No Work Session)		

Committee Meetings (No Official Board Action)

Committee Meetings will be held at 6:00 p.m. on the second Monday of each month. Finance Committee Meetings may be held at 6:00 p.m. each Monday in January through June for Budget review. Meetings will be held in the Administrative Offices.

Work Sessions (No Official Board Action)

A Work Session will be held at 7:00 p.m. on the second Monday of each month with the Discussion Session first followed by the Executive Session. Meetings will be held in the Sharpville Area Elementary Cafeteria.