

PYRAMID HEALTHCARE, INC.
SOARING HEIGHTS SCHOOL EDUCATIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 1st day of June, 2026 (“Effective Date”) by and between **PYRAMID HEALTHCARE, INC., t/d/b/a SOARING HEIGHTS SCHOOL**, with its corporate office located at 271 Lakemont Park Boulevard, Altoona, Pennsylvania 16602 (“Pyramid”) and York Suburban School District the responsible local educational agency (“LEA”) with an address at 1800 Hollywood Dr, York, PA 17403.

Background

WHEREAS, Pyramid operates Soaring Heights School (“SHS”), a private academic school licensed and operated in accordance with the Private Academic Schools Act, 24 P.S. § 6701 *et seq.*, to provide special education and related services to students;

WHEREAS, LEA wishes to place certain students at SHS and to fund the tuition and related services for such placements as specified in this Educational Services Agreement ("Agreement");

WHEREAS, Pyramid wishes to offer admission to SHS to those LEA students whose Individualized Education Program (“IEP”) team has approved placement with SHS in accordance with the procedural requirements of the Individuals with Disabilities Education Act (“IDEA”) and all other applicable federal and state laws and regulations;

WHEREAS, Pyramid will provide appropriate special education and related services to students placed at SHS by the LEA, and shall provide requested student information to the LEA in accordance with the terms of this Agreement;

NOW THEREFORE, Pyramid and the LEA, in consideration of the mutual agreements, covenants and conditions set forth herein, intending to be legally bound, hereby agree as follows:

I. ADMISSION & PAYMENT OF TUITION.

1. Admission

- (a) Pyramid agrees to admit eligible students to SHS commencing 08/01/2026.
- (b) Educational services to be provided by Pyramid pursuant to this Agreement shall include specially designed instruction and related services necessary to provide each student with a free and appropriate public education (“FAPE”) in the least restrictive environment, as required under each student’s IEP and in accordance with applicable federal and state laws and regulations. The tuition payments described in Section I (2) below shall not include 1-1 nursing and 1-1 professional and

paraprofessional support. To the extent 1-1 nursing, professional or paraprofessional support is required for any student, Pyramid and LEA will enter into an Addendum to this Agreement in substantially the form attached hereto as Exhibit "A" pursuant to which Pyramid will provide 1-1 nursing, professional or paraprofessional support services in accordance with the Addendum and this Agreement.

2. Payment of Tuition:

- (a) LEA agrees to pay tuition to Pyramid for LEA students admitted to SHS at the applicable tuition rate set forth in this Agreement. The rate of tuition shall be \$64,260 (\$357.00 per day) for each student who requires services. Tuition rates are exclusive of costs associated with the assignment of 1-1 nursing, professional or paraprofessional support.
- (b) Tuition payments for all LEA students shall be made in monthly installments due on the 1st day of each month in accordance with the terms of the SHS invoice issued to the LEA by Pyramid.
- (c) Payment is due to Pyramid within thirty (30) days of the date of invoice. If any balance due as invoiced remains unpaid for sixty (60) days after written demand for payment, the account may be referred to Pyramid's counsel for collection. All reasonable attorneys' fees and collection fees plus interest and costs, shall be added to the outstanding balance and shall be the responsibility of the LEA. The default rate of interest shall be six percent (6%) per annum.
- (d) On or after the one (1) year anniversary of the Effective Date of this Agreement, and thereafter on an annual basis, Pyramid may increase the tuition, fees and other costs payable by the LEA under this Agreement by providing written notice to the LEA at least sixty (60) calendar days prior to the effective date of any proposed increase, and thereafter this Agreement and any Addendums hereto executed by the parties will be deemed amended according to the terms set forth in the written notice. Notwithstanding anything in this Agreement to the contrary, the LEA may terminate this Agreement and any Addendums hereto effective as of the date of the proposed increase by providing written notice to Pyramid within thirty (30) calendar days of the LEA's receipt of the written notice of increase.

II. ABSENCE OF WARRANTIES.

- (a) EXCEPT AS PROVIDED IN THIS AGREEMENT (OR IN THIS OR ANY OTHER EXHIBIT THERETO), THERE ARE NO WARRANTIES,

EITHER EXPRESSED OR IMPLIED, GIVEN BY PYRAMID IN CONNECTION WITH ITS PROVISION OF THE EDUCATIONAL SERVICES COVERED BY THIS AGREEMENT.

III. SERVICES; ACCESS; DATA COLLECTION; REPORTING; CONSENT.

- (a) Pyramid is committed to data-based decision making and, as such, operates an extensive data collection and analysis program. Data from student activities is collected on an ongoing basis and analyzed on a routine, periodic schedule. Pyramid shall supply formal reports on student progress at regular intervals no less frequently than quarterly, and as required by each student's IEP.
- (b) Pyramid will provide students with an appropriate education and related services, as required under each student's IEP, in a professional manner by fully qualified personnel, in compliance (without limitation) with the Individuals with Disabilities Education Act, 20 USC § 1400 *et seq.*, and Chapter 14 of the Pennsylvania Administrative Code, 22 Pa. Code § 14.1 *et seq.*
- (c) Pyramid services shall conform to the applicable standards for practice, within the applicable specialty, as approved by the applicable occupational board and consistent with applicable state and federal requirements.
- (d) Pyramid will participate in all IEP meetings and will provide written input to all IEPs applicable to each student admitted to SHS, at the LEA's request.
- (e) LEA will provide SHS with each student's most recent IEP and all other information necessary to provide students with necessary services.
- (f) Pyramid agrees to adhere to the educational plan outlined in each student's IEP, as the same may be updated or amended from time to time. Pyramid shall comply with and provide appropriate services in accordance with each student's IEP.
- (g) Parents/guardians of admitted students and the LEA shall have access to review individual student progress and activities in the classroom as permissible by law. In order to avoid disruption to the educational environment, classroom visits shall be pre-scheduled in accordance with SHS policy.
- (h) LEA will ensure that the parents/guardians of all students admitted to SHS provide written consent for the receipt, collection, and use by SHS of all necessary data collected for the purposes of this Agreement but to no further use except as otherwise required or allowed by law.

IV. REQUIREMENTS; COMPLIANCE; CONFIDENTIALITY.

1. Compliance

- (a) Pyramid shall comply with all safety standards and with all clearance and certification requirements relating to child abuse and criminal backgrounds, as required by applicable law or by the LEA, with respect to all personnel providing services hereunder or who will have access to or contact with students. Copies of all such clearances and certifications, access to originals thereof and applicable information with respect to such personnel shall be provided promptly to the LEA.
- (b) Pyramid shall complete such written reports and evaluations as are required by/for each student's IEP in a thorough, accurate and timely manner.
- (c) Pyramid represents, warrants and agrees (a) that the services will be provided only by its employee(s) or other personnel who have all of the qualifications and experience reasonably necessary to fulfill, perform and complete the services, (b) that all representations as to Pyramid's qualifications and experience made herein or heretofore made to the LEA by Pyramid are true and correct in all material respects, (c) that neither Pyramid nor any of its officers or directors are currently suspended, debarred, ineligible or excluded, and (d) neither Pyramid nor any of its officers or directors has received written notice of any proposed action to suspend, debar, render ineligible or exclude them or any of them, from contracts with the United States of America, Commonwealth of Pennsylvania, or any other state, or any department or agency thereof.
- (d) Pyramid shall comply with all applicable federal, state and local laws, regulations and ordinances in the performance of its services hereunder. Pyramid shall comply with all written nondiscrimination policies applicable to or required by the LEA and/or any federal or state governmental agency that is the source of funds for this Agreement.

2. Confidential Student Information:

- (a) The LEA shall maintain each student's cumulative academic record. Pyramid is authorized to disclose necessary information consistent with the requirements of each admitted student's IEP and the terms of this Agreement. All information of any kind regarding LEA's students, including (without limitation) confidential student data, shall be kept strictly confidential by Pyramid and shall not be used or disclosed for any purpose except as provided in this Agreement. This obligation of confidentiality shall survive the expiration or termination of this Agreement. As used herein, the term "Confidential Student Data" shall

include, without limitation, any personal or identifying student information, names, addresses, date of birth, social security or other identification numbers, attendance records, grades, test results, assessments, work product, disciplinary records, and any information deemed to be a “student record” under the Family Educational Rights and Privacy Act (“FERPA”).

3. Transportation:

- (a) The LEA will be solely responsible for the transportation of students admitted to SHS under this Agreement in accordance with applicable law including without limitation 24 P.S. 13-1361 and 67 Pa. Code Chapter 171.

V. INSURANCE; INDEMNITY

- (a) During the term of this Agreement, and any extension or modification of this Agreement, Pyramid shall obtain and keep in effect a policy or policies of: (a) general liability and auto liability insurance, including (without limitation) coverage of owned and non-owned vehicles used in relation to the performance of services by Pyramid and for accidents and occurrences arising out of death, bodily injury, sickness and disease, of at least One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) general aggregate, and with not more than Five Thousand Dollars (\$5,000) per occurrence deductible or self-insured retention; (b) workers’ compensation insurance, disability benefits and other social insurance as may be required by applicable law; (c) professional liability insurance in the amount of One Million Dollars (\$1,000,000), each claim/aggregate; and (d) such other coverages as entities similar to Pyramid performing such services customarily and usually obtain. All policies shall be written on an occurrence basis and not a claims made basis. Upon execution of this Agreement and at any other time(s) at the LEA’s reasonable request, Pyramid shall furnish the LEA with a Certificate(s) of Insurance naming the LEA as Additional Insureds to each said policy. All such insurance policies shall require at least ten (10) days’ notice to the LEA prior to cancellation, termination or expiration.
- (b) LEA covenants and agrees, at its sole cost and expense to indemnify, protect and hold SHS and Pyramid harmless against and from any and all claims, liens, damages, losses liabilities, obligations, penalties, litigation costs, demands defenses, judgments, suits and proceedings whatsoever, including administrative proceedings (including attorneys’ and expert fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against SHS or Pyramid, arising out of or relating

to the acts or omissions of the LEA, its employees, agents, officers, directors, or representatives in connection with the performance of any services or duties owed by the LEA pursuant to this Agreement. Notwithstanding the foregoing, nothing in this agreement shall be deemed to be a direct or indirect waiver of or imitation to any sovereign or governmental immunity, in any respect, applicable to the LEA, its directors, officers, employees and agents (including, without limitation, under the Pennsylvania Political Subdivision Tort Claims Act) or impose liability, directly or indirectly, on the LEA and its directors, officers, employees and agents from which it would otherwise be immune under applicable law.

- (c) Pyramid covenants and agrees, at its sole cost and expense to indemnify, protect and hold LEA harmless against and from any and all claims, liens, damages, losses, liabilities, obligations, penalties, litigation costs, demands, defenses, judgments, suits and proceedings whatsoever, including administrative proceedings (including attorneys' and expert fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against LEA arising out of or relating to the acts or omissions of SHS or Pyramid, its employees, agents, officers, directors, or representatives in connection with the performance of any services or duties owed by SHS or Pyramid pursuant to this Agreement.

VI. ADDITIONAL PROVISIONS

1. Address for Payments:

- (a) Payments must be made to Pyramid Healthcare, Inc. at the following address:

Pyramid Healthcare, Inc.
271 Lakemont Park Boulevard
Altoona, PA 16602
Attention: Accounts Receivable

2. Term of Agreement:

- (a) The initial term of this Agreement shall commence on the Effective Date and shall expire on 07/31/2027.
- (b) Upon the expiration of the initial term or any renewal term of this Agreement, this Agreement shall be automatically renewed for a one (1) year renewal term unless, at least thirty (30) days prior to the expiration of the current term, either party gives the other party written notice of its intent not to renew this Agreement. During any renewal term of this Agreement, the terms, conditions and provisions set forth in this

Agreement shall remain in effect unless modified in accordance with Section VI (6) (a) of this Agreement.

- (c) Notwithstanding anything in this Agreement to the contrary, the LEA and Pyramid shall have the right to terminate this Agreement by providing at least sixty (60) days written notice to the other party for its convenience if it determines termination to be in its best interest. If the Agreement is terminated for convenience by the LEA, Pyramid shall be paid its proportionate share of the tuition fee owed for services satisfactorily completed prior to the effective date of the termination.

3. Independent Contractor:

- (a) In performing Pyramid's obligations under this Agreement, Pyramid is at all times shall remain an independent contractor of the LEA. Neither Pyramid nor the LEA nor their respective personnel, is an employee, partner, or agent of the other hereunder, and neither Pyramid nor the LEA is authorized to incur any liability or make any representations on behalf of the other. Pyramid shall be responsible for payment of the salaries, withholding and payroll taxes, workers' compensation coverage and all other compensation or benefits of any kind required for Pyramid employees, personnel and contractors. Pyramid shall be solely responsible for the provision of all appropriate supplies and equipment necessary for each pupil as required or appropriate in order to provide the services hereunder, at Pyramid's cost except as specifically provided for in this Agreement.

4. Default:

- (a) The LEA shall be deemed to have committed an "Event of Default" of this Agreement upon the occurrence of any of the following:
 - (i) failure to make any payment when due from the LEA on this Agreement,
 - (ii) failure to perform any other provision of this Agreement, or
 - (iii) providing Pyramid with intentionally false information or signatures.
- (b) Upon or after the occurrence of any Event of Default by the LEA, Pyramid will provide the LEA with notice, by certified mail as required by law, addressed to the LEA's last known address as shown on Pyramid's records, advising the LEA of the default and of the LEA's right to cure the default within a thirty (30) day cure period. The notice will provide the time, amount and performance necessary to cure the default. If the LEA does not cure the default as provided in the notice, Pyramid's rights shall include (but are not limited to) the right to declare all sums due under this

Agreement to be immediately due and payable. The LEA agrees to pay all reasonable attorneys' fees and other reasonable collection costs and charges necessary for the collection of any amount not paid when due, after an Event of Default by the LEA.

- (c) Pyramid shall be deemed to have committed an "Event of Default" under this Agreement, if it fails to comply in any material respect with this Agreement or has otherwise breached in any material respect any representation, warranty or covenant hereunder, and has failed to cure such failure, breach or default within thirty (30) days after written notice thereof (or such failure, breach or default is incapable of being cured). Upon such an Event of Default, the LEA may, without limiting any other remedy, terminate this Agreement and upon such termination the LEA shall have no further liability or obligations under this Agreement. Upon any such termination, the LEA shall be responsible for the tuition fee, to the date of termination.
- (d) No waiver by Pyramid or the LEA of any Event of Default shall be deemed or constitute a waiver of any other or any subsequent Event of Default. All of Pyramid's rights and remedies shall be cumulative. Pyramid's or the LEA's exercise of one or more rights shall not cause such party to lose any other rights.

5. Notice Addresses and Additional Miscellaneous Provisions:

- (a) All notices shall be in writing. The addresses of the parties are as follows:

- (i) If to Pyramid:

Pyramid Healthcare, Inc. t/d/b/a Soaring Heights School
Attn: Chief Executive Officer
271 Lakemont Park Blvd
Altoona, PA 16602

With copy to:

Pyramid Healthcare, Inc.
Attn: General Counsel
271 Lakemont Park Blvd
Altoona, PA 16602

- (ii) If to LEA:

York Suburban School District
1800 Hollywood Dr
York, PA 17403

- (b) If any part of this Agreement is held to be illegal, void or unenforceable, that provision shall be deemed not to have been a part of this Agreement, which shall otherwise remain fully effective
- (c) The terms of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania except to the extent supplemented, superseded or preempted by federal law.
- (d) The parties to this Agreement consent and agree that any legal proceedings relating to the subject matter hereof shall be maintained in the Court of Common Pleas of Blair County, Pennsylvania, or, if applicable, the United States District Court of the Middle District of Pennsylvania, and all parties hereto consent and agree that jurisdiction and venue for such proceedings shall lie exclusively within said court. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective party at the address set forth above. **Any dispute shall be resolved by non-jury trial, and both the LEA and Pyramid irrevocably waive any right to jury trial which may exist.**
- (e) This Agreement shall be binding upon the parties hereto, their successors and assigns.

6. Entire Agreement/Modification:

- (a) This Agreement and any addendums or exhibits hereto contain the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other prior communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

7. Counterparts:

- (a) This Agreement may be executed in one or more counterparts, all of which together shall constitute one Agreement.

8. Captions:

- (a) The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

NOTICE TO LEA REPRESENTATIVE: (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. (2) YOU ARE ENTITLED TO A COMPLETE COPY OF THIS AGREEMENT.

BY SIGNING BELOW YORK SUBURBAN SCHOOL DISTRICT AND

PYRAMID HEALTHCARE, INC. ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT AND INTEND TO BE LEGALLY BOUND BY ITS TERMS.

**PYRAMID HEALTHCARE, INC.
t/d/b/a
SOARING HEIGHTS SCHOOL**

DATE: _____

By: _____
Jason Hendricks, Chief Executive Officer

**YORK SUBURBAN SCHOOL
DISTRICT**

DATE: _____

By: _____

Print Name: _____

Print Title: _____

EXHIBIT “A”

ADDENDUM FOR 1-1 SUPPORT

THIS ADDENDUM FOR 1-1 SUPPORT (“ADDENDUM”) is made this 1ST day of June, 2026, by and between **PYRAMID HEALTHCARE, INC.**, a Pennsylvania corporation with offices located at 271 Lakemont Park Boulevard, Altoona, Pennsylvania 16602 (“Pyramid”) and York Suburban School District the responsible local educational agency (“LEA”) with an address at 1800 Hollywood Dr, York, PA 17403.

Background

WHEREAS, Pyramid provides special education and related services to students placed at Pyramid’s private academic school by the LEA pursuant to an Education Services Agreement (“Agreement”) between Pyramid and the LEA;

WHEREAS, in the event any student requires certain 1-1 support services, including nursing, professional or paraprofessional support services, Section I (1)(b) of the Agreement provides that Pyramid will provide such 1-1 support services in accordance with an addendum to the Agreement;

WHEREAS, Pyramid and the LEA agree that a student or students placed at Pyramid’s private academic school by the LEA pursuant to the Agreement require(s) certain 1-1 support services; and

WHEREAS, Pyramid will provide appropriate 1-1 support services to the applicable student(s) placed at Pyramid’s private academic school by the LEA in accordance with the terms of the Agreement and this Addendum.

NOW THEREFORE, Pyramid and the LEA, in consideration of the mutual agreements, covenants and conditions set forth herein, intending to be legally bound, hereby agree as follows:

1. **1-1 SUPPORT SERVICES:**

a. Pyramid and the LEA agree that services provided to the LEA under the Agreement require the assignment of 1-1 paraprofessional support staff, and Pyramid will provide such 1-1 paraprofessional support staff services for each student identified by Pyramid and the LEA as requiring such services.

b. If applicable, Pyramid and the LEA further agree that services provided to the LEA under the Agreement also require the assignment of 1-1 nursing and/or professional staff, and Pyramid will provide the following nursing and/or professional staff to render the agreed upon services:

<u>Individual Nursing Professional Staff:</u>	<u>and/or</u>	<u>Individual Staff Hourly Rate:</u>
N/A AT THIS TIME		\$
N/A AT THIS TIME		\$
N/A AT THIS TIME		\$
N/A AT THIS TIME		\$

2. PYRAMID COST: Pyramid will be responsible for the payments of all wages, fees, and benefits to all support staff rendering services under this Addendum.

3. LEA COST:

a. The LEA will compensate Pyramid for all 1-1 paraprofessional support services provided under this Addendum at the rate of \$153.00 per day for each student identified by Pyramid and the LEA as requiring such services.

b. If applicable, the LEA will compensate Pyramid for all 1-1 nursing and/or professional staff services provided under this Addendum in accordance with the individual staff's hourly rate set forth in paragraph 1(b) above plus an additional 15% of said hourly rate.

4. INVOICING AND PAYMENT: Pyramid will provide monthly invoices to the LEA for all services performed under this Addendum. Payment shall be due to Pyramid within thirty (30) days of the date of invoice. If any balance due as invoiced remains unpaid for sixty (60) days after written demand for payment, the account may be referred to Pyramid's counsel for collection. All reasonable attorneys' fees and collection fees plus interest and costs, shall be added to the outstanding balance and shall be the responsibility of the LEA. The default rate of interest shall be six percent (6%) per annum.

5. ENROLLMENT REQUIREMENT: Pyramid will only invoice the LEA for 1-1 nursing, professional or paraprofessional support services if the applicable student remains enrolled in Pyramid's private academic school.

6. ATTENDANCE: So long as the applicable student remains enrolled in Pyramid's private academic school, Pyramid will invoice the LEA for 1-1 nursing, professional or paraprofessional support services in accordance with this Addendum regardless of the applicable student's attendance.

7. CONFLICT AND RATIFICATION: In the event of a conflict between the Agreement and this Addendum, the terms of this Addendum shall control. All other terms of the Agreement are hereby ratified and shall remain in effect.

THE PARTIES HERETO, each intending to be legally bound, have caused the execution of this Addendum as of the day, month, and year first above written.

PYRAMID HEALTHCARE, INC.

DATE: _____

By: _____
Jason Hendricks, Chief Executive Officer

YORK SUBURBAN SCHOOL DISTRICT

DATE: _____

By: _____

Print Name: _____

Print Title: _____