

**Roberto Clemente Charter School
Board of Trustees Meeting Minutes (BoT)
May 19, 2026**

Board Attendees: John Bassler, Dr. Lynn Columba, Dr. Kathy Dolgos, Agustín García, Yesenia Nuñez, Alex Rolón, Dr. Jill Sperandio

Board Absentees: Raymond Lahoud, Ruth Vélez-Font

RCCS Staff: Charles Boger, Joshua Burak, Arkadiusz Kadzielawski, Alyssa Mace, Brittani Ricketts, Michael Rodríguez, Cory Snyder

EXECUTIVE SESSION:

The Board entered Executive Session at 6:03 PM to discuss real estate and personnel matters. The Board left the Executive Session at 6:45 PM.

Dr. Columba called the meeting to order at 7:00 PM.

MINUTES:

The minutes of the April 2026 BoT meeting were reviewed. A motion to approve the April minutes was made by Dr. Sperandio and seconded by Mr. García. The motion carried unanimously.

PUBLIC COMMENT I:

No public input.

CEO's REPORT:

Mrs. Mace presented the CEO's Report.

A motion to approve 2026-2027 Staff Renewal List was made by Mr. Bassler and seconded by Dr. Dolgos. The motion carried unanimously.

PRINCIPALS' REPORTS:

Mr. Burak, Mr. Snyder presented their respective reports for the high school and elementary school. Mrs. Himmelberger submitted the middle school report.

HUMAN RESOURCES REPORT:

Mr. Rodríguez presented the Human Resources Report.

A motion to approve the new hires as presented in the HR Report was made by Mr. García and seconded by Dr. Sperandio. The motion carried unanimously.

A motion to approve the resignation as presented in the HR Report was made by Mr. Bassler and seconded by Dr. Sperandio. The motion carried unanimously.

A motion to approve the Paid Time Off Policy was made by Mr. Bassler and seconded by Dr. Dolgos. The motion carried unanimously.

BUSINESS & FINANCIAL REPORTS:

The May Business Report, the April Financial Report, and the April Payment List were presented for discussion by Mr. Boger.

A motion to approve the April 2026 Payment List was made by Mr. Bassler and seconded by Mr. García. The motion carried unanimously.

A motion to approve up to \$3,000 for a reach-in freezer for the food service department was made by Mr. Bassler and seconded by Dr. Sperandio. The motion carried unanimously.

A motion to engage with T&M Associates for civil engineering services was made by Mr. García and seconded by Mrs. Nuñez. The motion carried unanimously.

A motion to approve the contract renewal with Nyman Associates Inc for staffing services was made by Mr. Bassler and seconded by Dr. Sperandio. The motion carried unanimously.

A motion to approve the contract renewal with SapphireK12 Inc for student information licenses and services was made by Mr. Bassler and seconded by Mr. García.

A motion to assign \$20,000 for asbestos abatement services was made by Mr. Bassler and seconded by Dr. Sperandio. The motion carried unanimously.

A motion to approve the proposal for asbestos abatement services not to exceed \$20,000 with J&J Abatement and Demolition LLC was made by Mr. Bassler and seconded by Dr. Dolgos. The motion carried unanimously.

A motion to approve Resolution No. 2026-002 was made by Mr. Bassler and seconded by Mrs. Nuñez. The motion carried unanimously.

The 2026-2027 Preliminary Budget was presented by Mr. Boger for its first reading. Further actions will be taken at the June BoT meeting.

PUBLIC COMMENT II:

No public input.

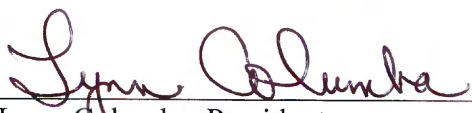
NEW BUSINESS:

None.

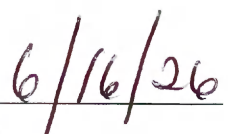
There being no further business, Mr. Rolón moved to adjourn the meeting, and it was seconded by Mrs. Nuñez. The motion carried unanimously.

The RCCS Board meeting was adjourned at 7:59 PM.

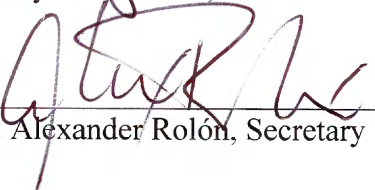
The next Board of Trustees meeting is scheduled for June 16, 2026 at 7:00 PM, in the RCCS Administration Building.



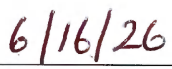
Dr. Lynn Columba, President



Date



Mr. Alexander Rolón, Secretary



Date



Board of Trustees

May 19, 2026

7:00 PM

Agenda

1. Review of Agenda
2. Review of Minutes
 - 4/21/26 Minutes (motion)
3. Public Input
4. CEO Office
 - CEO Report
 - 2026-2027 Contract Renewal List (motion)
5. Principal Offices
 - High School Report
 - Elementary School Report
 - Middle School Report
6. Human Resources
 - HR Report
 - Hires/Appointments (motion)
 - Resignations/Terminations (motion)
 - Paid Time Off Policy (motion)
7. Business Office
 - May Business Report
 - April Financial Reports
 - April Payment List (motion)
 - Non-Budgeted Expenditure (motion)
 - Contracts & Agreements
 - Civil Engineering Services (motion)
 - Staffing Services (motion)
 - Student Information System License & Services (motion)
 - Asbestos Abatement Services
 - Proposal (motion)
 - Assigned Funds (motion)
 - Resolution No. 2026-002 (motion)
 - 2026/2027 Budget (first reading)
8. Public Input
9. New Business
10. Adjourn (motion)

**Roberto Clemente Charter School
Board of Trustees Meeting Minutes (BoT)
April 21, 2026**

Board Attendees: John Bassler, Dr. Lynn Columba, Dr. Kathy Dolgos, Agustín García, Raymond Lahoud, Alex Rolón, Dr. Jill Sperandio, Ruth Vélez-Font

Board Absentees: Yesenia Nuñez

RCCS Staff: Charles Boger, Joshua Burak, Tamara Himmelberger, Arkadiusz Kadzielawski, Alyssa Mace, Brittani Ricketts, Michael Rodríguez, Cory Snyder

EXECUTIVE SESSION:

The Board entered Executive Session at 6:02 PM to discuss real estate, personnel, and legal matters. The Board left the Executive Session at 6:58 PM.

Dr. Columba called the meeting to order at 7:07 PM.

MINUTES:

The minutes of the March 2026 BoT meeting were reviewed. A motion to approve the March minutes was made by Dr. Sperandio and seconded by Mr. García. The motion carried unanimously.

PUBLIC COMMENT I:

No public input.

CEO's REPORT:

Mrs. Mace presented the CEO's Report.

A motion to approve the 2026-2029 Flexible Instructional Day (FID) Plan was made by Dr. Sperandio and seconded by Mr. Lahoud. The motion carried unanimously.

PRINCIPALS' REPORTS:

Mr. Snyder, Mrs. Himmelberger, and Mr. Burak presented their respective reports for the elementary school, middle school, and high school.

HUMAN RESOURCES REPORT:

Mr. Rodríguez presented the Human Resources Report.

A motion to approve the new hire as presented in the HR Report was made by Mr. García and seconded by Dr. Dolgos. The motion carried unanimously.

A motion to approve the terminations as presented in the HR Report was made by Mr. Bassler and seconded by Dr. Sperandio. The motion carried unanimously.

A motion to approve the resignation as presented in the HR Report was made by Mr. García and seconded by Dr. Dolgos. The motion carried unanimously.

A motion to approve the employment agreements as presented in the HR Report was made by Mr. Lahoud and seconded by Mrs. Vélez-Font. The motion carried unanimously.

A motion to approve the Resignation and Termination of Employment Policy was made by Mr. Bassler and seconded by Dr. Sperandio. The motion carried unanimously.

The Paid Time Off Policy was presented for its first reading. A formal action will be taken at the May BoT Meeting.

BUSINESS & FINANCIAL REPORTS:

The April Business Report, the March Financial Report, and the March Payment List were presented for discussion by Mr. Boger.

A motion to approve the March 2026 Payment List was made by Mr. Bassler and seconded by Mr. García. The motion carried unanimously.

The filing of the 2024 IRS Form 990 was presented as an informational item.

A motion to approve the contract with Schindler Elevator Corp. for elevator maintenance/ services was made by Mr. García and seconded by Mr. Lahoud. The motion carried unanimously.

A motion to approve the contract with Alloy5 LLC. for architectural services was made by Mr. Bassler and seconded by Mrs. Vélez-Font. The motion carried with Mr. Lahoud abstaining.

A motion to approve the contract with Lancaster Safety Consulting Inc. for asbestos and O&M training services was made by Mr. Lahoud and seconded by Mr. Bassler. The motion carried unanimously.

PUBLIC COMMENT II:

No public input.

NEW BUSINESS:

None.

There being no further business, Mr. Rolón moved to adjourn the meeting, and it was seconded by Mr. Lahoud. The motion carried unanimously.

The RCCS Board meeting was adjourned at 8:09 PM.

The next Board of Trustees meeting is scheduled for May 19, 2026 at 7:00 PM, in the RCCS Administration Building.

Dr. Lynn Columba, President

Date

Mr. Alexander Rolón, Secretary

Date



CEO Report

Tuesday, May 19, 2026

Alyssa Mace, Ed.S.

1. Student Enrollment
 - 622 Students
2. 2026-2027 Contract Renewal List (motion)
 - The individuals listed on the contract renewal list are recommended for continued employment for the 2026-2027 school year.
3. 2026 Teacher & Staff Appreciation Week
 - RCCS teachers and staff were celebrated during the week of May 4-8, 2026, with a variety of special activities both at the organization and building levels.
4. School Safety & Security
 - Through the PCCD grant, RCCS provided a Red Cross CPR/First Aid/AED class to 8 members of the school staff on Saturday, May 16, 2026.
5. Secondary Drama & Dance Performances
 - On Thursday, June 4, 2026, at 6:00 p.m., the RCCS Drama and Dance Clubs will be hosting a student production in the secondary gymnasium. The Drama Club will be performing two one-act plays with the Dance Club performing during intermission.
 - Thank you to Mrs. Maginnis and Mr. Grady, our Drama Club Advisors, and to Ms. Nunez, our Dance Club Advisor, for establishing these after-school programs and providing our students with these opportunities and outlets for their creativity.
6. Celebrations
 - Thank you to Mr. Snyder, Mrs. Himmelberger, and Mr. Burak for organizing and facilitating PSSA and Keystone testing.
 - Thank you to our teachers and staff for their flexibility during the testing windows.
 - Great job to our testing students for their hard work and perseverance on these assessments.



7. Calendar

- Monday, May 26, 2026: School Closed- Memorial Day
- Monday, June 8, 2026: Kindergarten Graduation 9:00 a.m.
- Tuesday, June 9, 2026: 5th Grade Moving Up Ceremony 9:00 a.m.
- Tuesday, June 9, 2026: 8th Grade Moving Up Ceremony 1:00 p.m.
- Wednesday, June 10, 2026: Last Day of School/Early Dismissal
- Wednesday, June 10, 2026: Class of 2026 Graduation
- Monday, June 22- Friday, July 17, 2026: Summer School

2026-2027 Recommended Contract Renewals

<u>Last Name</u>	<u>First Name</u>
Central Administration	
Boger	Charles
Mace	Alyssa
Rodriguez	Michael
Financial Dept.	
Chauhan	Anjul
Martinez	Maoly
Watt	Corin
Health Services Dept.	
Maginnis	Judith
Rodriguez	Keila
Torres	Rebecca
IT Dept.	
Charles	Cantave
Kadzielawski	Arkadiusz
Lunsford II	Christopher
Molina Jr.	Jose
Facilities Dept.	
Acosta	Felix
Aviles	Sergio
Cosme Jimenez	Jose
Cruz	Monserrat
Devereaux	James
Figueroa III	Jose
Jackson	Brenda
Martinez	Efrain
Queliz Edmead	Joan
Food Service Dept.	
Gomez	Carlina
Miller	Melissa
Rodriguez	Glenys
Perez Vega	Marianela
Santana Duran	Amaury
Wray	Kaiyri
Zeda	Elda

Student Support Services

Ellis

Emily

Elementary School

Amador

Tatiana

Attardo

Angela

Byerly

Allyson

Caraballo

Kelse

Danley

Kassidy

Davila-Jafar

Einis

French

Vanessa

Garcia

Adrian

Henry

Linda

Kramer-Carrier

Vanda

Makoul

Caitlin

Megraw

Matthew

Michaylira

Jennifer

Mohammed

Lynn

Moralis

Amber

Nicolosi

Lisa

Ortiz-Dilan

Doralees

Pena

Angela

Ricketts

Brittani

Sabo

Megan

Sabounji

Zahra

Santana

Linzie

Snyder

Cory

Stanley

Corinne

Suero-Acevedo

Mayby

Traynor

Susan

Tulier-Rodriguez

Lynettee

Vicenty

Stephanie

Wasel

Joel

Zielinski

Lauren

Middle School

Chambers	Li
Cox-Settles	Adrian
Eidem	Skylar
Fernandez	Zoe
Fritz	Haley
Grady	John "Jack"
Lozano	Kyara
Morales	Haley
Morales	Marylu
Mulcahy	Emily
Nunez-Gonzalez	Ruth
Pilny	Jeremy
Rivera	Yasleen
Rose	Judah
Salmon	Ryan
Von Barbier	Edward

High School

Ahmed	Mervat
Ashworth	Lara
Bardales	Magna
Beaver	Amber
Boyko	Michael
Burak	Joshua
Burgermeister	John
Butler	Darryl
Cabrera Eusebio de Queliz	Estefany
Galicia	Siomarilyn
Gonzalez	Wanda
Land	Brian
LaRiviere	Spencer
Leamon	Amanda
Lemon	Virginia
Lee	Robert
Reynolds	Sylver
Usher	Lauren
Wetchler	Michael



**Principal's Report
High School
May 19**

Celebrations

- AP Proctors – Dr. Land, Mr. Burgermeister, Ms. Reynolds
- Keystone proctors – Ms. Usher, Mr. Mendez, Mr. Bode, Ms. Ahmed, Mr. Burgermeister, Ms. Galicia, Ms. Cabrera, Ms. Nunez.
- Ms. Cabrera – High School IA, always willing to help, always comes with a smile and positive attitude.

Attendance April

9th Grade	94.87%
10th Grade	92.96%
11th Grade	95.11%
12th Grade	91.67%

Academic Achievement

- Students have signed up for their courses for next year
 - A high number of students are interested in taking Honors level and AP level courses.
- **Completed AP Testing:**
 - AP Lit – 5 Students
 - AP Spanish Language and Culture – 7 Students
 - AP Stats – 2 Students
 - AP World History: Modern: 5 Students
- **Complete Algebra Keystones and Biology Keystones**
 - Literature Keystones will be finished this week.

Discipline

Infraction Report: April 2026

Level 2	11
Level 3	1
Level 4	0

Consequences

- Included extended lunch detentions, after school detentions, conferences with parents, phone calls to parents, In school suspension

Positive Referrals - 12

College & Career Update

- 34 students registering for Dual Enrollment classes for Fall 2026
- Took 26 students to King's College on 4/22
- Senior stats: 3 attending Kutztown, 1 attending East Stroudsburg University, 1 attending Widener, 1 attending Moravian, 1 attending Automotive Training Center, 1 attending Lincoln Tech, 1 attending Lehigh Valley School of Dental Assisting, 11 attending LCCC, 1 attending NCC, 1 going to Army, 8 working
 - 25/30 Seniors will be walking at graduation.
 - Students not walking will attend summer school to get their diploma
 - Valedictorian has not been determined yet due to GPAs being so close.
 - Waldo Santana, Investigator/Deputy Coroner will be our speaker at the RCCS Graduation Ceremony this year.

Professional Development

5/19 – Staff PD: Curriculum mapping for next school year, final exam procedures, end of year planning

Other Information/Activities/Events/Updates

- Seniors will be going to Kalahari for their senior trip May 28th – May 29th
- High School students will be attending a Field trip through our partnership with Wildlands conservancy May 27th

Upcoming events

5/08: RCCS vs RCCS Volleyball game

5/25: School Closed – Memorial Day

6/5: Field Day at Bucky Boyle Park

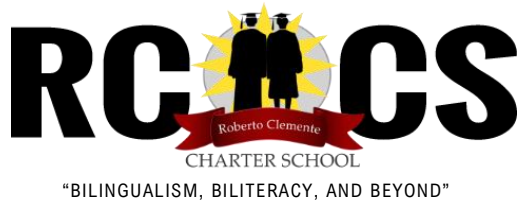
6/8: Kindergarten moving up Ceremony 9AM @ MHS gym

6/9: 5th grade moving up ceremony 9AM @ MHS gym

6/9: 8th grade moving up ceremony 1pm @ MHS gym

6/10: Last day of school – Graduation 6PM @ MHS gym

6/11: Teacher Record Day



Elementary Principal's Report
Tuesday, May 19, 2026
Mr. Cory Snyder and Mrs. Brittani Ricketts

Attendance (April)

Grade	Attendance
Kindergarten	95.42%
Grade 1	95.33%
Grade 2	96.70%
Grade 3	97.54%
Grade 4	97.82%
Grade 5	97.12%
Total	96.69%

Academic Achievement

- Marking Period 4 Benchmark Testing
 - Scheduled May 13, 2026 – May 21, 2026

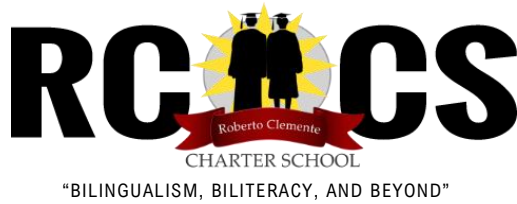
Discipline (April)

Infractions by Level	Total
Level II	0
Level III	3
Level IV	0

- Positive Office Referrals (April)
 - One hundred seventy-three (173)
- PBIS Newsletter
 - Monthly Newsletter from the Dean of Students (included at the end of the report)

College & Career Activities/Events/Information

- Safer Smarter
 - Started in grade 2
- College and Career Lessons
 - Grades 1 and 2
 - My Career Path
 - Focused on strengths, likes, and areas of growth
 - Levels of Education
 - Career brainstorming



Bilingual Activities/Events/Information

- Career Research
 - Grade 4 – career research
 - Grade 5 – career research (college to career) with culmination project
- Science topics during PSSA Testing
 - Reduce, Reuse, Recycle
 - Pollination
 - Pollution

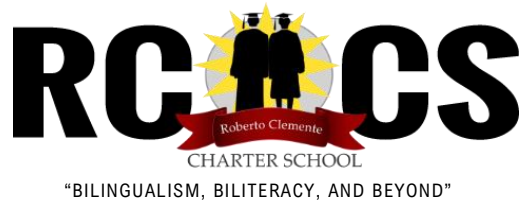
Professional Development/Learning Activities/Teacher & Staff Collaboration Activities

- April Professional Development
 - Wednesday, April 15, 2026
 - 2026 ES Staff PSSA Training
- Grade Level and Department Common Planning: Collaborative meetings focused on data trends, instruction and pacing implementation, targeted supports to address current areas of need, and future planning.

Other Information/Activities/Events/Updates

- Spring Parent Teacher Conferences (4.1.26)

Grade	Scheduled	Attended	Percent
Kindergarten	38	36	94%
Grade 1	46	38	82%
Grade 2	46	38	82%
Grade 3	44	38	86%
Grade 4	40	32	80%
Grade 5	43	38	88%
Total	257	220	85%



Celebrations

- Thank you to all the staff involved with PSSA testing. Your attention to detail, support, and communication made PSSA Testing go as smooth as possible.
- Thank you to Mrs. Vicenty for maintaining order, balance, and functionality of the main office.
- Thank you to Ms. Santana, Mrs. Ortiz, Mr. Garcia, and Ms. Caraballo for your support in the main office throughout the school year.

Upcoming calendar of events

- 5/19/2026—School Closed Professional Development
- 5/22/2026—Field Day at Jordan Park
- 5/25/2026—School Closed: Memorial Day
- 5/28/2026—6/7/206—Allentown Art Museum
- 5/29/2026—Talent Show at the ES
- 6/8/2026—Kindergarten Graduation 9:00 a.m. (Secondary School)
- 6/9/2026—5th Grade Moving Up 9:00 a.m. (Secondary School)
- 6/10/2026—Last Day of School
- 6/22/26-7/17/2026—Summer School




APRIL 2026 EDITION

FROM: MRS. RICKETTS




PBIS NEWSLETTER

Positive Office Referrals

173

Kindergarten:	19
First Grade:	19
Second Grade:	30
Third Grade:	35
Fourth Grade:	38
Fifth Grade:	32

What's New

Level 1 Infractions:	26
Level 2 Infractions:	0
Level 3 Infractions:	3
Level 4 Infractions:	0

Let's Brag

- Staff is AMAZING at recognizing one another's hard work.
- PSSA's were successfully completed minus makeups.
- Thank you teachers for your dedication, patience, and for just being AWESOME!



Keep your **thoughts positive** because
your thoughts become your words

Keep your **words positive** because
your words become your behavior

Keep your **behavior positive** because
your behavior becomes your habits

Keep your **habits positive** because
your habits become your values

Keep your **values positive** because
your values become your destiny

- GANDHI



**Principal's Report
RCCS Middle School
April 2026**

Celebrations & Shout outs

- Ms. Rex and Mr. Mendez for their time and willingness to help coordinate and implement all make up testing for the PSSA
- Middle School teachers for their stamina, helping each other maintain a positive attitude in April and May, and their ongoing professionalism and collaboration.
- Ms. H. Morales, Ms. M. Morales, Ms. Nunez, and Ms. Rivera for proctoring placement tests to help better place and support below level readers next year (reading, intervention)

Attendance See data dashboard

Discipline: See data dashboard

- Monthly Incentive Celebration - Parking Lot Parking (Ritas, Hot Dogs, Corn Hole, Water balloon toss and more
- Weekly PBIS Incentive to target Level 1 behaviors
 - On time to class
 - Use of appropriate language
 - Following directions the first time they are given

Professional Development & Common Planning

- Common Assessments (Classroom based, aligned to standards, inter-rater reliability)
- PSSA Preparation and Facilitation

Upcoming events

- June 5th - Field Day
- June 9th - 8th grade moving up ceremony

Monthly Data - Attendance/ Behavior

Data coded according to September (blue) baseline.

Green = Improved from baseline AND previous month

Yellow = Improved for the month, but still not better than baseline

Red = Not improved from previous month AND baseline

Monthly Data (non-instructional)	S	O	N	D	J	F	M	A	M
Attendance - 6th	97.3	95.8	90.3	93.9	94.2	96.6	96.0	95.94	
Attendance - 7th	97.2	97.1	92.4	97.0	94.9	97.4	95.1	94.13	
Attendance - 8th	96.0	96.4	92.5	95.4	92.6	94.1	94.3	94.77	
Tardies - 6th			28	59	33	43	49	54	
Tardies - 7th			42	55	36	31	40	35	
Tardies - 8th			41	74	40	40	51	58	
Level 1 Referrals - 6th	14	25	2	5	0	0	30	1	
Level 1 Referrals - 7th	48	63	10	8	5	11	35	4	
Level 1 Referrals - 8th	33	41	10	4	17	26	19	4	
Level 2+ Referrals-6th	1	4	5	2	6	7	15	5	
Level 2+ Referrals-7th	21	28	27	3	9	5	15	7	
Level 2+ Referrals-8th	14	17	16	14	5	7	12	6	
Level 3 Referrals - 6th				2	0	3	2	3	
Level 3 Referrals - 7th				7	4	0	4	3	
Level 3 Referrals - 8th				1	1	5	3	1	
Level 4 Referrals - 6th				0	3	2	1	0	
Level 4 Referrals - 7th				1	1	3	2	1	
Level 4 Referrals - 8th				2	0	3	2	0	
Total Referrals - MS	131	178	70	49	51	72	140	35	
Positive Referrals-6th	11	8	11	25	20	41	28	28	
Positive Referrals-7th	11	21	4	4	6	10	12	12	
Positive Referrals-8th	11	33	3	2	13	11	10	11	



Roberto Clemente Charter School

131 W Hamilton Street, Allentown, PA 18101 | Phone: 610-439-5181 | www.myrccs.com

Human Resources Report

May 19, 2026

I. Personnel Updates for board approval, including addenda:

a. Personnel Appointments and New Hires (motion)

Date	Name	Location	Job Title	Status
5/12/2026	Mayby Suero-Acevedo	ES	Receptionist	Full-time
6/15/2026	Christopher J. Lunsford*	Facilities	Custodian/Maintenance Worker	Temp. PT
6/22/2026	Allyson Byerly*	ES	Summer School Teacher	Temp. PT
6/22/2026	Doralees Ortiz-Dilan*	ES	Extended School Year Teacher	Temp. PT
6/22/2026	Joel Wasel*	ES	Summer School Teacher	Temp. PT
6/22/2026	Linda Henry*	ES	Summer School I.A.	Temp. PT
6/22/2026	Linzie Santana*	ES	Summer School Teacher	Temp. PT
6/22/2026	Lisa Nicolosi*	ES	Summer School I.A.	Temp. PT
6/22/2026	Matthew Megraw*	ES	Summer School I.A.	Temp. PT
6/22/2026	Megan Sabo*	ES	Summer School Lead Teacher	Temp. PT
6/22/2026	Vanessa French*	ES	Summer School Teacher	Temp. PT
6/22/2026	Zahra Sabounchi*	ES	Summer School Teacher	Temp. PT
6/22/2026	Amanda Leamon*	HS	Summer School Teacher	Temp. PT
6/22/2026	Brian Land*	HS	Summer School Teacher	Temp. PT
6/22/2026	Estefany Cabrera Eusebio de Queliz*	HS	Summer School I.A.	Temp. PT
6/22/2026	John Burgermeister*	HS	Summer School Teacher	Temp. PT
6/22/2026	Mervat Ahmed*	HS	Summer School Teacher	Temp. PT
6/22/2026	Spencer LaRiviere*	HS	Summer School Teacher	Temp. PT
6/22/2026	Haley Morales*	MS	Extended School Year Teacher	Temp. PT
6/22/2026	Skylar Eidem*	MS	Summer School Teacher	Temp. PT

6/22/2026	Zoe Fernandez*	MS	Summer School Teacher	Temp. PT
7/1/2026	Ralph Andrews	MS	Principal	Full-time
7/6/2026	Doralees Ortiz-Dilan*	ES	Summer School I.A.	Temp. PT
7/6/2026	Lisa Nicolosi*	ES	Extended School Year Teacher	Temp. PT

*current employee Temp. PT=Temporary, Part-time

b. Personnel Resignations and Dismissals (motion)

Name	Location	Job Title	Date	Status
Keiahjah Mosely	ES	Instructional Asst/Sub	5/4/2026	Resignation

II. Current and Future Job Postings:

Title	Location	Status
Instructional Assistant/Sub.	ES	Part-time, currently filled staffing agency
Instructional Assistant/Sub.	ES	Full-time, recruiting
6 th Grade – Science/Math	MS	Full-time, recruiting, currently filled staffing agency
Cafeteria Aide	Food Service	Part-time, recruiting

III. HR Committee

- Proposed revisions to the Paid Time Off Policy to enhance employee retention and recognize long-term service; effective 7/1/2026 – ***motion***

a) Modify *Eligibility Requirements*

- Under Section 2, add to the table Hourly Employees: 12-month Contract, full-time:
 - column *Years of Continuous Service*
 - 15 days vacation, 18 days vacation, and 20 days vacation to the *Amount Earned (fiscal year July to June)* column
 - Note: Vacation amounts reflected above are based on continuous years of service and are governed by Section 3(c) of this policy. Eligibility for increased vacation entitlement is determined upon attainment of service milestones, with adjustments applied on the July 1 immediately following.
- Under Section 3, add:

(c) Additional Vacation Benefit for Continuous Service (Hourly Employees – 12-Month, Full-Time)

In addition to the standard annual vacation allotment outlined in the eligibility tables, eligible employees will receive increased total annual vacation entitlement as follows:



Roberto Clemente Charter School

131 W Hamilton Street, Allentown, PA 18101 | Phone: 610-439-5181 | www.myrcs.com

- Upon completion of five (5) years of continuous service: fifteen (15) total vacation days
- Upon completion of ten (10) years of continuous service: eighteen (18) total vacation days
- Upon completion of fifteen (15) years of continuous service: twenty (20) total vacation days

For purposes of this provision, continuous service will be determined in accordance with Section 3(a), and approved leaves of absence will not constitute a break in service.

Any increase in vacation entitlement under this provision shall become effective on the July 1 following the employee's attainment of the applicable service milestone, regardless of the employee's actual anniversary date. Proration of vacation days based on partial-year service at the time a milestone is reached will not apply.

Under no circumstances shall an employee's total annual vacation entitlement exceed twenty (20) days.

All vacation time remains subject to the usage, scheduling, rollover, and forfeiture provisions outlined in this policy.

This provision applies only to employees classified as 12-month contracted, full-time hourly employees and does not extend to other employee classifications unless expressly authorized by the School.



Roberto Clemente Charter School

Paid Time Off Policy

Effective Date

7/1/2026

PURPOSE

To provide a policy on employee paid time off eligibility and use. This policy is only applicable to covered employees of RCCS and those eligible for Paid Time Off.

Applicable to

Full-time and Part-time (>30 hrs./wk.) employees

Eligibility Requirements:

1. Full and part-time employees who normally work a minimum of 30 hours a week are eligible. Part-time employees who normally work less than thirty (30) hours a week and on-call employees are not eligible.
2. Full-time and part-time employees will earn paid time off in accordance with the following eligibility tables:

Salaried Employees: 12-month Contract, full-time

Amount Earned (fiscal year July to June)	Roll-Over (fiscal year July to June)
20 days vacation; new hires after 3 months of service.	NONE – Must be used by June 30th
10 days sick; new hires after 3 months of service.	Accumulated time may not exceed 30 days
2* days personal; new hires after 3 months of service.	NONE – Must be used by June 30th
*1 day if hired after February 1st.	

Salaried Employees: 10-month Contract, full-time

Amount Earned (academic year)	Roll-Over (academic year)
10 days sick; new hires after 2 months of service.	Accumulated time may not exceed 30 days
2* days personal; new hires after 2 months of service.	NONE – Must be used by the last day of school
*1 day if hired after February 1st.	



Roberto Clemente Charter School

Hourly Employees: 12-month Contract, full-time

Amount Earned (fiscal year July to June)	Years of Continuous Service	Roll-Over (fiscal year July to June)
10 days vacation; new hires after 3 months of service.	0-4 years	NONE – Must be used by June 30 th
15 days vacation	5-9 years	
18 days vacation	10-14 years	
20 days vacation	15+ years	
Note: Vacation amounts reflected above are based on continuous years of service and are governed by Section 3(c) of this policy. Eligibility for increased vacation entitlement is determined upon attainment of service milestones, with adjustments applied on the July 1 immediately following.		
10 days sick; new hires after 3 months of service.		Accumulated time may not exceed 30 days
2* days personal; new hires after 3 months of service.		NONE – Must be used by June 30 th
*1 day if hired after February 1st.		

Hourly Employees: 10-month, full-time

Amount Earned (academic year)	Roll-Over (academic year)
4 days sick; new hires after 2 months of service.	Accumulated time may not exceed 30 days
8 days personal; new hires after 2 months of service.	NONE – Must be used by the last day of school
*1 day if hired after February 1st.	

Hourly Employees: 12-month, part-time (>30 hrs./wk.)

Amount Earned (semiannually on July 1 and Jan. 1)	Roll-Over (fiscal year July to June)
3 days sick; new hires after 3 months of service.	NONE – Must be used by June 30 th



Roberto Clemente Charter School

Hourly Employees: 10-month, part-time (>30 hrs./wk.)

Amount Earned (semiannually at the beginning of the Academic Semesters)	Roll-Over (academic year)
3 days sick; new hires after 2 months of service.	NONE – Must be used by the last day of school

3. For purposes of determining length of continuous service, the following will apply:

- a. Leaves of absence will not be considered as interruptions in service; however, paid time off will not be earned during such periods of unpaid absence as permitted by state and federal law.
- b. Paid time off hours will be earned in accordance with the eligibility table above. Employee service must cover a full month (up to and including the anniversary day of hire) before that month's increment is earned. Example: Hired on June 16; must work through the 16th of any month to earn that month's increment.

c. Additional Vacation Benefit for Continuous Service (Hourly Employees – 12-Month, Full-Time)

In recognition of long-term service, employees classified as 12-month contracted, full-time hourly employees shall be eligible for enhanced vacation benefits based on continuous years of service with the School.

In addition to the standard annual vacation allotment outlined in the eligibility tables, eligible employees will receive increased total annual vacation entitlement as follows:

- Upon completion of five (5) years of continuous service: fifteen (15) total vacation days
- Upon completion of ten (10) years of continuous service: eighteen (18) total vacation days
- Upon completion of fifteen (15) years of continuous service: twenty (20) total vacation days

For purposes of this provision, continuous service will be determined in accordance with Section 3(a), and approved leaves of absence will not constitute a break in service.

Any increase in vacation entitlement under this provision shall become effective on the July 1 following the employee's attainment of the applicable service milestone, regardless of the employee's actual anniversary date. Proration of vacation days based on partial-year service at the time a milestone is reached will not apply.

Under no circumstances shall an employee's total annual vacation entitlement exceed twenty (20) days.

All vacation time remains subject to the usage, scheduling, rollover, and



Roberto Clemente Charter School

forfeiture provisions outlined in this policy.

This provision applies only to employees classified as 12-month contracted, full-time hourly employees and does not extend to other employee classifications unless expressly authorized by the School.

- d. Employees who reclassify from on-call or part-time to full-time employment will be credited with continuous service from their original hire date for purposes of determining annual accrual amounts.
- 4. Paid time off hours may be used as they are earned, except as follows:
 - a. New employees may not use paid time off until they have been employed for the minimum period stated above. At that time, they may use the time they have earned. Exempt employees requesting time off before it is granted will be required to take a full day of unpaid leave. Non-exempt employees will take the amount of time absent unpaid.
 - b. Employees placed on furlough status may not substitute paid time off during the furlough period.
 - c. Employees will not be eligible to take any paid sick, vacation or personal days after a resignation notice has been given.

Procedure:

1. Vacation paid time off schedules must be approved by a manager with at least a two (2) weeks' notice. Conflicts in paid time off scheduling will be resolved by management giving priority based on seniority, work performance and no pending disciplinary actions.
2. Paid time off must be used in increments of at least fifteen (15) minutes. A day's paid time off will equal the number of hours the employee is scheduled to work.

If an employee takes paid time off on a day they are scheduled to work a ten (10) or twelve (12) hour shift, they must record ten (10) or twelve (12) hours respectively as paid time off on their request.

Exempt employees will only be required to use up to forty hours of paid time off in a work week even if they regularly work more than forty hours.

3. Employees are not permitted to use paid time off on a day in which they have worked their full scheduled shift.
4. Paid time off pay will be computed at the straight-time hourly rate for each hour of paid time off used. Paid time off taken during the workweek will not be considered as time worked in the computation of overtime.
5. Paid time off hours cannot be converted into payment in lieu of actually taking paid time off.
6. Unused accrued paid time off hours will be forfeited under the following reasons:



Roberto Clemente Charter School

- a. Termination (Voluntary or Involuntary; with or without notice)
 - b. After June 30th for 12-month contract employees and after the last day of school for 10-month contract employees.
 - c. If a full-time or benefit-earning part-time employee reclassifies to an on-call or part-time employee regularly scheduled to work less than thirty (30) hours per week, thus losing eligibility for paid time off benefits and any unused accrued paid time off as of the date of reclassification.
7. Vacation and Personal Top-Off: Employees may not carry over the amount of paid time off earned during the year to the next year. Any paid time off hours which an employee qualifies for must be used by no later than the cut-off of June 30th for 12-month contract employees or by the last day of school for 10-month contract employees. If all excess hours are not used by that date, any hours remaining will be topped-off and the employee's balance adjusted down to their allowed annual accrual for the upcoming fiscal/academic year.
8. Special Extension Requests for Paid time off Use - Special extension requests to allow an employee to use excess paid time off hours beyond the top-off date (based on work-related reasons preventing the use of excess paid time off time) must be requested and approved by the CEO in writing and prior to May 1st of each year to be exempt from the annual top-off.
9. Unless prohibited by law, if a leave of absence is required by an employee, they must use all earned sick and paid time off hours. This constitutes a paid leave of absence. Once this paid leave time is exhausted, the employee will be put on an unpaid leave of absence.
10. Short-term and long-term disability insurance benefit eligible employees will be required to utilize disability insurance in accordance with policy eligibility guidelines and will not be permitted to combine that income with paid time off offered by RCCS.
11. Administration reserves the right to schedule earned paid time off during a facility shutdown or holiday period.
12. Continuous application of this policy is subject to the continuation of and the availability of funding.
13. Paid time off may not be requested during required induction and orientation activities. Instructional Employees may not request paid time off during the first ten (10) instructional days of the school year or the last ten (10) instructional days of the school year.
14. Exempt employees requesting time off after paid time off is depleted, will be required to take a full day of unpaid leave. Non-exempt employees will take the amount of time absent unpaid.

Paid time Off restitution

The Roberto Clemente Charter School reserves the right to prorate the use of paid time off to recover paid benefits offered to any employee who separates from their job before the end of their year contract.



Roberto Clemente Charter School

Severe Weather/Emergency Cancellations

1. All full-time employees will be paid for cancellation workdays due to inclement weather or emergencies if no other PTO have previously been approved by the supervisor.
2. Part-time employees working 30 or more hours per week, will receive pay for any cancelled time beyond the second day of events, need not be consecutive, on an academic year period.

Board Approval Date

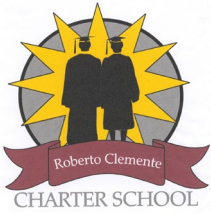
2/20/2024

Revision Approval Date

Approval Signatures on file

Dr. Lynn Columba, President
Mr. Alex Rolón, Secretary

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH THE SCHOOL'S CHARTER OR APPLICABLE STATE AND/OR FEDERAL LAWS, THE CHARTER AND/OR APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL.



Roberto Clemente Charter School

Business Report: May 19, 2026

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Financial Activity (4/1-4/30/26)

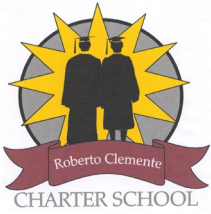
- Finance Committee meeting (May-15).
- 620 Students: Non-Special Ed (538), Special Ed (82)
Allentown SD (598), Bethlehem Area SD (8), Catasauqua Area SD (4), East Penn SD (3), Parkland SD (1), Salisbury Township SD (3), Whitehall/Coplay SD (3)
- Revised Form 363: Whitehall/Coplay SD
 - NonSpecial Ed- \$14,484 (-\$39)
 - Special Ed- \$33,111 (-\$34)
- Safe Schools grants (PCCD) expended:
 - 2025/26 School Safety & Mental Health- \$23,143 of \$70,000.
 - 2024/25 School Safety & Mental Health- \$57,501 of \$70,000.
- 2025/26 Ready To Learn grant funds fully expended (\$28,546).
- 2024/25 Title II funds fully expended (\$35,766).
- Real estate legal fees- \$8,101.
- AHERA inspections- \$4,580.
- \$2,318 Telephone system equipment. (*Schoolwide*)
- \$200,294 ACH deposit for May-1 payroll.
- Remaining UnEarned Ready To Learn grant funds released (\$3,295).
- Assigned Funds released- \$8,109
 - Capital Expenses & Projects Fund- environmental inspection/legal fees
- Un-Assigned General Fund balance \$1,478,853 / 12.6% of the operating budget.
- \$971,666 Total monthly disbursements.
 - Building appraisal. -*Imperial Realty Appraisal LLC*
 - Chromebook order. -*STS Education*
 - Volleyball equipment. -*Epic Sports*

Grants, Donations, & Reports

- Renewed (Apr-29) federal SAM registration.
- Submitted (Apr-30) 2024/25 Title I Federal Expenditure Report.
- Submitted (May-4) 2025/26 Title I funding adjustment (-\$137).

Contracts & Agreements

- Civil engineering services-parking lot layout plan for S 12th Street Project. -*T&M Associates*
 - Layout plan-\$5,500; Project management/general consultation/revisions- time & materials
 - 10-Day termination notice.



Roberto Clemente Charter School

Business Report: May 19, 2026

Page 2 of 3

Contracts & Agreements (continued)

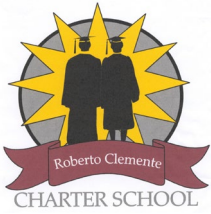
- Staffing services. -*Nyman Associates Inc.*
 - 2026/27 School Year (renewal)
 - Special Ed (\$65-\$69.30/hr); RN/LPN (\$52-\$68.25/hr); RBT (\$56/hr)
 - Non-Exclusive; 60 Day termination notice
- Student information system license and services. -*SapphireK12 Inc.*
 - Renewal; 7/1/26-6/30/30
 - \$25,462/year (locked); Additional training (as needed) \$1,000/day
 - Family management, demographics, enrollment, attendance, grading, discipline, scheduler, community portal, nurse health system, IEP writer, MTSS, state & federal reporting, notification system
 - 90 Day termination notice
- Asbestos abatement services. -*J&J Abatement and Demolition LLC*
 - \$14,975; Includes PA DEP filing fee
 - Scope of work: Section D of the 3-Year AHERA report issued on 2/2/26.
 - Elementary School; 507 linear feet

Technology Update

- Management meeting (4/21).
- 165 Service tickets received between 4/10-5/9.
- Provided support for PSSA testing at both schools including on-site assistance during statewide outages on the first day.
- Preparing for Keystone testing at the Secondary School.
- Deployed 2026 DAC App for Chromebooks.
- Routers ordered for upcoming fiber internet upgrade.
- Prepared new VOIP phone system hardware for summer installation.
- Installed additional security cameras at both schools.
- Finalizing deployment of a new room reservation application for multi-department utilization.
- Preparing summer project schedule.

Facilities Update

- Management meeting (4/21).
- 88 Service tickets received between 4/10-5/9.
- Fire drill at the Secondary School (4/15) and Elementary School (4/16).
- AHERA inspections (4/16) conducted at all buildings.



Roberto Clemente Charter School

Business Report: May 19, 2026

Page 3 of 3

Facilities Update (continued)

- Provided support for the career fair (4/17) at the Secondary School.
- Preparing summer project schedule.

Food Service Update

- Management meeting (4/21).
- Provided services for career fair (4/17) at the Secondary School.
- Catered honors breakfast (4/23)(4/24) at the Secondary School.
- Provided services during staff appreciation week.
- Catered Super Student breakfast (5/7) at the Elementary School.
- 2026/27 NSLP application under internal review.

Other Updates

- 5/7 RTK request satisfied May-11.
- 5/8 RTK request satisfied May-11.
- 5/11 RTK request satisfied May-11.

Roberto Clemente Charter School
Financial Report for the Month Ending
April 30, 2026

	Current Month	2025-2026 Y-T-D	Budget Y-T-D	Variance	2025-2026 Budget
Revenue-General Fund					
6000/9000 Local Sources & Other Sources					
6500 Interest	\$ 5,351.39	\$ 46,664.44	\$ 12,500.00	\$ 34,164.44	\$ 15,000.00
6700 School Activities	199.00	4,148.32	3,200.00	948.32	4,000.00
6830 PassThru Federal Funds (IU)	7,225.21	52,063.76	52,800.00	(736.24)	66,000.00
6920 Grants & Contributions-Private Sources	0.00	500.00	0.00	500.00	1,505.00
6944 Regular Education Funding	621,175.04	6,307,073.04	6,591,166.66	(284,093.62)	7,909,400.00
6944 Special Education Funding	248,027.12	2,235,957.70	1,870,000.00	365,957.70	2,244,000.00
6990 Refunds & Miscellaneous	66.54	821.60	4,916.66	(4,095.06)	6,000.00
9000 Other Sources	0.00	0.00	0.00	0.00	0.00
<i>Total Local Sources</i>	<i>882,044.30</i>	<i>8,647,228.86</i>	<i>8,534,583.32</i>	<i>112,645.54</i>	<i>10,245,905.00</i>
7000 State Sources					
7200 Specific Educational Programs	0.00	40.00	0.00	40.00	0.00
7320 Lease Reimbursement	0.00	0.00	0.00	0.00	91,500.00
7330 Health Services	568.02	568.02	0.00	568.02	11,000.00
7360 Safe Schools	12,484.16	67,616.24	65,999.50	1,616.74	92,270.00
7530 Ready To Learn Grant	3,295.00	28,546.00	22,836.80	5,709.20	28,546.00
<i>Total State Sources</i>	<i>16,347.18</i>	<i>96,770.26</i>	<i>88,836.30</i>	<i>7,933.96</i>	<i>223,316.00</i>
8000 Federal Sources					
8514 Title I	41,338.80	428,754.29	444,410.30	(15,656.01)	513,368.00
8515 Title II	10,681.67	33,931.98	36,966.00	(3,034.02)	36,966.00
8516 Title III	0.00	35,153.57	30,400.00	4,753.57	31,800.00
8517 Title IV	0.00	20,522.02	28,240.00	(7,717.98)	35,300.00
<i>Total Federal Sources</i>	<i>52,020.47</i>	<i>518,361.86</i>	<i>540,016.30</i>	<i>(21,654.44)</i>	<i>617,434.00</i>
Food Service					
6620 Sales (Non-Reimbursable Programs)	502.00	4,507.50	8,425.00	(3,917.50)	10,500.00
6920 Grants & Contributions-Private Sources	0.00	0.00	0.00	0.00	0.00
6990 Refunds & Miscellaneous	(162.43)	0.00	0.00	0.00	0.00
7600 State Sources	1,773.74	14,007.38	13,900.00	107.38	16,500.00
8530 Federal Sources	63,351.48	518,063.07	479,520.00	38,543.07	561,900.00
<i>Total Food Service</i>	<i>65,464.79</i>	<i>536,577.95</i>	<i>501,845.00</i>	<i>34,732.95</i>	<i>588,900.00</i>
Total Revenue	1,015,876.74	9,798,938.93	9,665,280.92	133,658.01	11,675,555.00

Roberto Clemente Charter School
Financial Report for the Month Ending
April 30, 2026

	Current Month	2025-2026 Y-T-D	Budget Y-T-D	Variance	2025-2026 Budget
Expenses-General Fund					
Instructional Services					
1100-Regular Programs					
100 Salaries	\$ 261,685.79	\$ 2,237,344.13	\$ 2,482,477.10	(\$ 245,132.97)	\$ 2,911,484.00
200 Benefits	176,825.52	1,192,735.19	1,248,935.83	(56,200.64)	1,459,345.00
300 Contracted Professional & Technical Services	24,476.40	199,494.30	40,000.00	159,494.30	40,000.00
400 Property Services-Maintenance/Repairs/Rentals	0.00	2,209.45	7,500.02	(5,290.57)	9,000.00
500 Other Services	1,345.00	5,455.01	16,495.00	(11,039.99)	16,495.00
600 Supplies	5,285.10	116,887.16	139,010.66	(22,123.50)	154,800.00
730 Capitalized Right To Use	1,690.29	16,904.00	19,270.00	(2,366.00)	23,124.00
800 Fees/Miscellaneous	0.00	6,627.00	10,500.00	(3,873.00)	10,700.00
<i>Total Regular Programs</i>	<i>471,308.10</i>	<i>3,777,656.24</i>	<i>3,964,188.61</i>	<i>(186,532.37)</i>	<i>4,624,948.00</i>
1200-Special Programs					
100 Salaries	28,224.72	218,469.79	275,016.15	(56,546.36)	322,419.00
200 Benefits	11,680.58	160,011.14	128,464.15	31,546.99	150,849.00
300 Contracted Professional & Technical Services	0.00	17,164.05	0.00	17,164.05	0.00
336 Contracted Support Services	5,016.32	289,077.58	273,000.00	16,077.58	273,000.00
500 Other Services	0.00	9,760.00	0.00	9,760.00	0.00
600 Supplies	0.00	3,626.07	7,350.06	(3,723.99)	8,800.00
<i>Total Special Programs</i>	<i>44,921.62</i>	<i>698,108.63</i>	<i>683,830.36</i>	<i>14,278.27</i>	<i>755,068.00</i>
1400/1691/1700-Other Programs & Adult Education					
100 Salaries	875.00	50,078.25	79,444.00	(29,365.75)	82,300.00
200 Benefits	156.19	12,761.75	20,877.38	(8,115.63)	21,847.00
300 Contracted Professional & Technical Services	0.00	128.49	3,120.00	(2,991.51)	3,900.00
500 Other Services	0.00	0.00	500.00	(500.00)	500.00
566 Tuition/Higher Education	0.00	8,400.00	17,000.00	(8,600.00)	17,000.00
600 Supplies	0.00	1,243.15	1,600.00	(356.85)	2,000.00
<i>Total Other Programs & Adult Education</i>	<i>1,031.19</i>	<i>72,611.64</i>	<i>122,541.38</i>	<i>(49,929.74)</i>	<i>127,547.00</i>

Roberto Clemente Charter School
Financial Report for the Month Ending
April 30, 2026

	Current Month	2025-2026 Y-T-D	Budget Y-T-D	Variance	2025-2026 Budget
Support Services					
2100-Student Support (Guidance/Therapy/Counseling/Social Service/Child Accounting)					
100 Salaries	\$ 23,558.78	\$ 194,620.48	\$ 224,973.00	(\$ 30,352.52)	\$ 266,624.00
200 Benefits	8,380.71	104,727.87	102,097.50	2,630.37	121,390.00
300 Contracted Professional & Technical Services	1,600.00	6,635.59	35,500.00	(28,864.41)	40,000.00
500 Other Services	0.00	4.24	1,073.34	(1,069.10)	1,300.00
600 Supplies	436.46	7,025.17	11,791.72	(4,766.55)	13,350.00
<i>Total Student Support</i>	<i>33,975.95</i>	<i>313,013.35</i>	<i>375,435.56</i>	<i>(62,422.21)</i>	<i>442,664.00</i>
2200-Instructional Staff Support (Technology)					
100 Salaries	21,866.30	227,689.44	233,430.40	(5,740.96)	279,360.00
200 Benefits	11,146.39	132,022.29	142,537.46	(10,515.17)	170,727.00
300 Contracted Professional & Technical Services	0.00	0.00	0.00	0.00	0.00
400 Property Services-Maintenance/Repairs/Rentals	0.00	0.00	2,000.00	(2,000.00)	2,000.00
500 Other Services	0.00	0.00	416.66	(416.66)	500.00
600 Supplies	383.66	6,232.25	11,791.68	(5,559.43)	14,150.00
730 Capitalized Right To Use	0.00	0.00	0.00	0.00	0.00
800 Fees/Miscellaneous	0.00	0.00	416.68	(416.68)	500.00
<i>Total Staff Support (Technology)</i>	<i>33,396.35</i>	<i>365,943.98</i>	<i>390,592.88</i>	<i>(24,648.90)</i>	<i>467,237.00</i>
2200-Instructional Staff Support (Library/Curriculum & Staff Development)					
100 Salaries	0.00	0.00	7,040.00	(7,040.00)	12,040.00
200 Benefits	0.00	0.00	1,778.00	(1,778.00)	3,040.00
240 Tuition Reimbursement	900.00	3,327.00	15,750.00	(12,423.00)	18,900.00
300 Contracted Professional & Technical Services	0.00	0.00	0.00	0.00	0.00
360 Contracted Staff Development	4,700.00	27,058.20	32,850.56	(5,792.36)	37,850.00
400 Property Services-Maintenance/Repairs/Rentals	0.00	0.00	0.00	0.00	0.00
500 Other Services	516.02	845.70	1,933.32	(1,087.62)	2,100.00
600 Library Supplies & Subscriptions	0.00	4,261.74	1,816.66	2,445.08	1,900.00
600 Curriculum Development Supplies & Subscriptions	0.00	3,382.75	4,216.32	(833.57)	4,383.00
600 Staff Development Supplies & Subscriptions	255.63	7,061.35	12,313.36	(5,252.01)	12,830.00
800 Fees/Miscellaneous	0.00	0.00	0.00	0.00	0.00
<i>Total Staff Support (Library/Curriculum & Staff Dvlp)</i>	<i>6,371.65</i>	<i>45,936.74</i>	<i>77,698.22</i>	<i>(31,761.48)</i>	<i>93,043.00</i>

Roberto Clemente Charter School
Financial Report for the Month Ending
April 30, 2026

	Current Month	2025-2026 Y-T-D	Budget Y-T-D	Variance	2025-2026 Budget
2310/2360-Administration (Board/CEO's Office/Legal & Accounting)					
100 Salaries	\$ 10,461.76	\$ 111,940.83	\$ 113,771.66	(\$ 1,830.83)	\$ 136,526.00
200 Benefits	5,624.43	68,023.53	76,367.52	(8,343.99)	91,641.00
300 School Board Professional Development Services	0.00	0.00	2,000.00	(2,000.00)	2,000.00
330 Legal & Accounting Services	8,101.50	71,093.05	62,333.34	8,759.71	69,000.00
400 Property Services-Maintenance/Repairs/Rentals	0.00	0.00	0.00	0.00	0.00
500 Other Services	0.00	97.78	1,633.34	(1,535.56)	1,800.00
600 Supplies	295.38	2,101.94	4,150.06	(2,048.12)	4,980.00
800 Fees/Miscellaneous	0.00	196.25	416.68	(220.43)	500.00
<i>Total Board/CEO's Office/Legal & Accounting</i>	<i>24,483.07</i>	<i>253,453.38</i>	<i>260,672.60</i>	<i>(7,219.22)</i>	<i>306,447.00</i>
2380-Administration (Principal's Office)					
100 Salaries	37,821.19	379,846.24	422,186.16	(42,339.92)	506,253.00
200 Benefits	17,070.76	170,921.66	237,473.84	(66,552.18)	284,918.00
400 Property Services-Maintenance/Repairs/Rentals	0.00	3,094.29	4,712.00	(1,617.71)	5,212.00
500 Other Services	201.00	2,011.00	3,750.04	(1,739.04)	4,500.00
600 Supplies	72.20	7,397.70	8,333.36	(935.66)	10,000.00
730 Capitalized Right To Use	1,737.71	16,145.88	11,410.00	4,735.88	13,692.00
800 Fees/Miscellaneous	195.18	1,798.06	3,800.00	(2,001.94)	4,000.00
<i>Total Principal's Office</i>	<i>57,098.04</i>	<i>581,214.83</i>	<i>691,665.40</i>	<i>(110,450.57)</i>	<i>828,575.00</i>
2400-Pupil Health					
100 Salaries	18,118.00	149,109.09	161,439.30	(12,330.21)	189,258.00
200 Benefits	8,991.23	87,839.19	110,448.20	(22,609.01)	129,653.00
300 Contracted Professional & Technical Services	0.00	7,033.73	9,500.00	(2,466.27)	9,500.00
500 Other Services	0.00	0.00	450.00	(450.00)	500.00
600 Supplies	701.64	3,455.85	3,500.04	(44.19)	4,200.00
<i>Total Pupil Health</i>	<i>27,810.87</i>	<i>247,437.86</i>	<i>285,337.54</i>	<i>(37,899.68)</i>	<i>333,111.00</i>
2500-Business					
100 Salaries	15,748.14	192,115.73	201,789.16	(9,673.43)	242,147.00
200 Benefits	11,847.01	109,247.56	110,941.48	(1,693.92)	133,130.00
300 Contracted Professional & Technical Services	1,410.32	21,310.72	22,200.00	(889.28)	24,800.00
400 Property Services-Maintenance/Repairs/Rentals	719.25	8,455.68	8,995.36	(539.68)	10,580.00
500 Other Services	0.00	651.44	1,666.68	(1,015.24)	2,000.00
600 Supplies	318.63	4,397.76	6,500.02	(2,102.26)	7,800.00
730 Capitalized Right To Use	387.18	3,698.91	3,500.00	198.91	4,200.00
800 Fees/Miscellaneous	50.00	930.13	1,383.34	(453.21)	1,700.00
<i>Total Business</i>	<i>30,480.53</i>	<i>340,807.93</i>	<i>356,976.04</i>	<i>(16,168.11)</i>	<i>426,357.00</i>

Roberto Clemente Charter School
Financial Report for the Month Ending
April 30, 2026

	Current Month	2025-2026 Y-T-D	Budget Y-T-D	Variance	2025-2026 Budget
2600/2900-Plant Operations & Maintenance					
100 Salaries	\$ 24,505.15	\$ 245,424.39	\$ 331,137.50	(\$ 85,713.11)	\$ 397,365.00
200 Benefits	137,232.58	248,711.37	136,147.50	112,563.87	163,377.00
300 Contracted Professional & Technical Services	22,069.66	135,430.74	166,808.54	(31,377.80)	205,650.00
400 Property Services-Maintenance/Repairs/Rentals	8,591.36	186,494.13	159,625.06	26,869.07	176,400.00
500 Other Services	0.00	0.00	1,333.34	(1,333.34)	1,600.00
520 Property Insurance	3,526.68	35,232.02	35,833.34	(601.32)	43,000.00
538 Telecommunications	1,356.25	13,565.56	14,600.00	(1,034.44)	17,520.00
600 Supplies	2,999.20	33,095.15	64,949.06	(31,853.91)	77,899.00
620 Utilities & Fuel	6,864.49	77,717.00	76,133.34	1,583.66	89,700.00
730 Capitalized Right To Use	61,843.17	618,431.70	618,440.00	(8.30)	742,128.00
800 Fees/Miscellaneous	0.00	0.00	416.68	(416.68)	500.00
810 Property Taxes	0.00	0.00	0.00	0.00	0.00
<i>Total Plant Operations & Maintenance</i>	<i>268,988.54</i>	<i>1,594,102.06</i>	<i>1,605,424.36</i>	<i>(11,322.30)</i>	<i>1,915,139.00</i>
2800-Central (Planning/Staff Services/Information & Data)					
100 Salaries	6,118.46	229,290.82	246,538.34	(17,247.52)	259,846.00
200 Benefits	5,467.81	44,558.59	64,088.34	(19,529.75)	72,712.00
300 Contracted Professional & Technical Services	0.00	14,006.30	0.00	14,006.30	0.00
360 Contracted Staff Development Services	800.00	14,980.00	19,041.68	(4,061.68)	20,600.00
500 Other Services	3,619.14	21,143.10	26,891.74	(5,748.64)	31,800.00
600 Supplies	1,912.64	19,081.71	28,022.76	(8,941.05)	32,300.00
730 Capitalized Right To Use Payments	2,001.74	20,017.52	20,358.34	(340.82)	24,430.00
800 Fees/Miscellaneous	15.00	2,033.00	2,243.34	(210.34)	2,500.00
<i>Total Central</i>	<i>19,934.79</i>	<i>365,111.04</i>	<i>407,184.54</i>	<i>(42,073.50)</i>	<i>444,188.00</i>
Non-Instructional Services					
3200/3300/3400-Student Activities & Community Services					
100 Salaries	7,333.75	23,983.75	23,268.00	715.75	33,020.00
200 Benefits	1,524.11	4,848.71	3,412.80	1,435.91	9,305.00
300 Contracted Professional & Technical Services	174.95	780.85	0.00	780.85	0.00
500 Other Services	653.41	3,453.68	10,516.68	(7,063.00)	11,500.00
600 Supplies	3,320.77	13,461.71	21,750.00	(8,288.29)	24,500.00
800 Fees/Miscellaneous	0.00	2,646.24	4,700.00	(2,053.76)	8,505.00
<i>Total Student Activities & Community Services</i>	<i>13,006.99</i>	<i>49,174.94</i>	<i>63,647.48</i>	<i>(14,472.54)</i>	<i>86,830.00</i>

Roberto Clemente Charter School
Financial Report for the Month Ending
April 30, 2026

	Current Month	2025-2026 Y-T-D	Budget Y-T-D	Variance	2025-2026 Budget
3100-Food Services					
100 Salaries	\$ 10,907.26	\$ 132,516.87	\$ 173,124.66	(\$ 40,607.79)	\$ 210,857.00
200 Benefits	2,058.50	25,283.25	41,922.78	(16,639.53)	50,756.00
300 Contracted Professional & Technical Services	770.00	5,350.00	6,850.00	(1,500.00)	7,500.00
400 Property Services-Maintenance/Repairs/Rentals	0.00	5,283.48	3,000.00	2,283.48	3,600.00
500 Other Services	0.00	0.00	1,000.00	(1,000.00)	1,000.00
600 Supplies	537.96	25,934.78	41,916.70	(15,981.92)	50,300.00
630 Food & Dairy	30,256.51	230,108.56	322,683.31	(92,574.75)	360,900.00
800 Fees/Miscellaneous	0.00	64.00	100.00	(36.00)	100.00
<i>Total Food Services</i>	<i>44,530.23</i>	<i>424,540.94</i>	<i>590,597.45</i>	<i>(166,056.51)</i>	<i>685,013.00</i>
Other Expenditures & Financing Uses					
5110/5140/9200-Debt Service & Financing Uses					
700 Leases/Right To Use	0.00	0.00	0.00	0.00	0.00
770 Amortization	0.00	0.00	0.00	0.00	0.00
810 Fees	0.00	0.00	0.00	0.00	0.00
830 Interest	0.00	0.00	0.00	0.00	0.00
910 Principal	0.00	0.00	0.00	0.00	0.00
913 Lease Payments	0.00	0.00	0.00	0.00	0.00
914 Other Right To Use Payments	0.00	0.00	0.00	0.00	0.00
000 Proceeds	0.00	0.00	0.00	0.00	0.00
<i>Total Debt Service & Financing Uses</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
Total Expenses Less Capital Outlay	1,077,337.92	9,129,113.56	9,875,792.42	(746,678.86)	11,536,167.00
Net Operating Income (Loss) Less Capital Outlay (\$	61,461.18)	\$ 669,825.37	(\$ 210,511.50)	\$ 880,336.87	\$ 139,388.00

Roberto Clemente Charter School
Financial Report for the Month Ending
April 30, 2026

	Current Month	2025-2026 Y-T-D	Budget Y-T-D	Variance	2025-2026 Budget
Capital Outlay (450/700)					
1000 Instructional-Equipment & Furniture	\$ 0.00	\$ 46,348.08	\$ 46,000.00	\$ 348.08	\$ 46,000.00
2100 Student Support-Equipment & Furniture	0.00	0.00	0.00	0.00	0.00
2200 Instructional Staff Support-Equipment & Furniture	2,318.30	2,318.30	1,500.00	818.30	1,500.00
2300 Administrative-Equipment & Furniture	0.00	1,199.00	0.00	1,199.00	0.00
2400 Health-Equipment & Furniture	0.00	0.00	0.00	0.00	0.00
2500 Business-Equipment & Furniture	0.00	0.00	0.00	0.00	0.00
2600 Plant Operations-Equipment & Furniture	0.00	1,559.96	65,000.00	(63,440.04)	65,000.00
2800 Central Services-Equipment & Furniture	0.00	0.00	0.00	0.00	0.00
3100 Food Service- Equipment & Furniture	0.00	1,432.83	1,800.00	(367.17)	1,800.00
3200 NonInstructional Equipment & Furniture	0.00	0.00	0.00	0.00	0.00
4000 Facilities Acquisition/Construction/Improvements	8.00	25,863.00	0.00	25,863.00	0.00
<i>Total Capital Outlay</i>	<i>2,326.30</i>	<i>78,721.17</i>	<i>114,300.00</i>	<i>(35,578.83)</i>	<i>114,300.00</i>
Total Expenses	1,079,664.22	9,207,834.73	9,990,092.42	(782,257.69)	11,650,467.00
Total Net Income (Loss)	(\$ 63,787.48)	\$ 591,104.20	(\$ 324,811.50)	\$ 915,915.70	\$ 25,088.00

Roberto Clemente Charter School
Financial Report for the Month Ending
April 30, 2026

Current	2025-2026	Budget		2025-2026
Month	Y-T-D	Y-T-D	Variance	Budget

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Roberto Clemente Charter School
Financial Report for the Month Ending
April 30, 2026

ASSETS

Current Assets

Cash

Main Operating Accounts	\$ 1,808,073.78	
Payroll Account	456,128.01	
HIC Account	814.11	
Executive Account	909.61	
Principals' Accounts	694.38	
Money Market Account	3,652,267.53	
Petty Cash	<u>1,200.00</u>	
<i>Total Cash</i>		<i>5,920,087.42</i>

Accounts Receivable

School Districts	834,677.68	
State Sources	1,773.74	
Federal Sources	85,420.18	
Other Sources	<u>0.00</u>	
<i>Total Accounts Receivable</i>		<i>921,871.60</i>

Other Current Assets

Deposits	225,294.54	
Capital Contribution- Pareto	65,419.41	
Accrued Revenue	119,339.68	
PrePaid Expenses	44,333.06	
Food Service PrePaid Expenses & Accrued Revenue	0.00	
Agency Fund-Cash Accounts (Students)	<u>9,416.51</u>	
<i>Total Other Current Assets</i>		<i>463,803.20</i>

Fixed Assets

Buildings & Equipment

131 Hamilton Street Building (Administration)	1,148,775.87	
850 N 5th Street Building (Elementary School)	584,804.67	
136 S 4th Street Building (Secondary School)	864,312.28	
Acquisition Costs & Construction In Progress	7,208.00	
Computer Equipment	1,122,134.48	
Furniture & Equipment	1,071,661.04	
Accumulated Depreciation	(3,080,521.50)	
Food Service Equipment & Furniture	62,275.70	
Food Service Accumulated Depreciation	(53,764.59)	
Building Leases	4,923,720.78	
Equipment Leases	205,664.38	
Other Right-To-Use Assets	129,764.36	
Accumulated Amortization	<u>(2,685,073.18)</u>	
<i>Total Buildings & Equipment</i>		<i>4,300,962.29</i>

Total Assets	<u><u>\$ 11,606,724.51</u></u>
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Roberto Clemente Charter School
Financial Report for the Month Ending
April 30, 2026

LIABILITIES AND CAPITAL

Liabilities

Current Liabilities

Short-Term Payables

Accounts Payable	\$ 125,202.44	
PSERS-Employer Contributions	210,469.10	
403 B-Employer Contributions	0.00	
Payroll Taxes & Deductions	(59.14)	
Retirement-Employee Contributions	0.00	
<i>Total Short-Term Payables</i>		335,612.40

Accrued Expenses & Other Current Liabilities

Accrued Salaries & Benefits	706,790.26	
Other Accrued Expenses	12,454.76	
Interfund Payable	0.00	
UnEarned Revenue & Deposits	2,904.66	
Scholarship Funds	1,005.00	
<i>Total Accrued Expenses & Other Current Liabilities</i>		723,154.68

NonCurrent Liabilities

Lease Obligations-Buildings	2,188,705.01	
Lease Obligations-Equipment	46,050.82	
Other Right To Use Obligations	(1,724.41)	
Compensated Absences	189,499.00	
<i>Total NonCurrent Liabilities</i>		2,422,530.42
Total Liabilities		3,481,297.50

Capital

Assigned General Funds

Assigned Funds-Operating Reserves	1,940,000.00	
Assigned Funds-Capital Expenses & Projects	2,494,561.08	
Assigned Funds-Technology Replacement	486.28	
Assigned Funds-Scholarships & Awards	2,000.00	
Assigned Funds-Budget Shortfall	221,000.00	
Assigned Funds-Board Designated Emergency	56,345.00	
<i>Total Assigned Funds</i>		4,714,392.36

Other Fund Balances & Net Positions

Non-Spendable	44,333.06	
Net Investments & Other Net Positions	1,878,431.87	
Agency Funds (Students)	9,416.51	
UnAssigned General Funds	887,749.01	
Net Income (Loss)	591,104.20	
<i>Total Other Fund Balances & Net Positions</i>		3,411,034.65
Total Capital		8,125,427.01

Total Liabilities & Capital	\$ 11,606,724.51
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Roberto Clemente Charter School
Financial Report for the Month Ending
April 30, 2026

PA PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM:

DEFERRED OUTFLOW OF RESOURCES

Deferred Outflow of Resources-PSERS	\$ 726,528.15
Deferred Outflow of Resources-OPEB	<u>36,258.00</u>
Total Deferred Outflow of Resources	<u>\$ 762,786.15</u>

DEFERRED INFLOW OF RESOURCES/LIABILITIES & NET POSITION

Deferred Inflow of Resources-PSERS	1,038,055.00
Deferred Inflow of Resources-OPEB	110,699.00
Long-Term Pension Liability	5,190,000.00
Long-Term OPEB Liability	<u>222,000.00</u>
Total Deferred Inflow of Resources/Liabilities	6,560,754.00
Pension Fund Net Position	(5,501,526.85)
OPEB Fund Net Position	<u>(296,441.00)</u>
Total Deferred Inflow of Resources/Liabilities & Net Position	<u>\$ 762,786.15</u>

Roberto Clemente Charter School
Payment List
For the Period 4/1/26 through 4/30/26

Ref No.	Ref Date	Vendor	Description	Amount	Issue Date	Cleared
Main Operating Accounts/Checks						
005167	4/1/26	HISPANIC AMERICAN ORG	136 S 4th Street lease	\$ 38,311.61	4/1/26	X
005168	4/1/26	HISPANIC AMERICAN ORG	850 N 5th Street lease	\$ 23,531.56	4/1/26	X
005169	4/1/26	IMPERIAL REALTY APPRAISAL LLC	New building appraisal	\$ 3,200.00	4/3/26	X
005170	4/1/26	Howard Refrigeration		\$ 270.00	4/3/26	X
005171	4/1/26	Hubert.com	Cafeteria utility carts	\$ 1,675.42	4/3/26	X
005172	4/1/26	Kegel's Produce	Fresh produce	\$ 1,421.75	4/3/26	X
005173	4/1/26	Kiwanis Children's Fund		\$ 110.00	4/3/26	X
005174	4/1/26	Amanda Leamon	Tuition reimbursement	\$ 399.00	4/3/26	X
005175	4/1/26	Lehigh Valley IronPigs		\$ 718.00	4/3/26	X
005176	4/1/26	MBI HEATING & AIR CONDITIONING	HVAC repairs	\$ 2,597.00	4/3/26	X
005177	4/1/26	PAFPC		\$ 550.00	4/3/26	X
005178	4/1/26	PETTY CASH		\$ 681.51	4/3/26	X
005179	4/1/26	PIONEER DRAMA SERVICE, INC.		\$ 299.00	4/3/26	X
005180	4/1/26	Sheraton Erie Bayfront Hotel		\$ 528.84	4/3/26	X
005181	4/1/26	VIPER PEST SERVICES		\$ 200.00	4/3/26	X
005182	4/16/26	BANANARAMA		\$ 456.00	4/30/26	
005183	4/16/26	BANANARAMA		\$ 456.00	4/30/26	
005184	4/16/26	Kegel's Produce		\$ 557.60	4/17/26	X
005185	4/16/26	Jose Molina	Travel reimbursement	\$ 101.74	4/17/26	X
005186	4/16/26	Michael Rodriguez	Travel reimbursement	\$ 95.82	4/17/26	X
005187	4/16/26	Judah Rose	Tuition reimbursement	\$ 900.00	4/17/26	X
005188	4/16/26	SCHINDLER ELEVATOR CORPORATION	Contracted elevator maintenance	\$ 2,009.52	4/17/26	X
005189	4/16/26	Cory Snyder	Travel reimbursement	\$ 11.66	4/17/26	
005190	4/16/26	STEPHANIE VICENTY	Travel reimbursement	\$ 287.28	4/17/26	X
005191	4/16/26	City of Allentown		\$ 350.00	4/17/26	X
005192	4/28/26	Hubert.com		\$ 251.20	4/30/26	
005193	4/28/26	Kegel's Produce	Fresh produce	\$ 1,344.85	4/30/26	
005194	4/28/26	Norman's Bus Services Inc		\$ 400.00	4/30/26	
005195	4/28/26	PETTY CASH		\$ 49.45	4/30/26	X
005196	4/28/26	Uno Taqueria		\$ 849.50	4/30/26	
005197	4/28/26	VIPER PEST SERVICES		\$ 200.00	4/30/26	
Main Operating Accounts/Electronic						
E8481	4/2/26	ALL CITY MANAGEMENT SERVICES,INC	Crossing guards services	\$ 3,683.08	4/2/26	X
E8482	4/2/26	Bimbo Bakeries USA		\$ 145.60	4/2/26	X
E8483	4/2/26	GOLD STAR FOODS		\$ 23.50	4/2/26	X
E8484	4/2/26	HEALTHNOW ADMINISTRATIVE SERVICES	Heath insurance	\$ 39,418.15	4/2/26	X
E8485	4/2/26	Kopos Medx, Inc.	Staffing agency	\$ 9,717.30	4/2/26	X
E8486	4/2/26	Standing Stone Consulting Inc.	Security services	\$ 6,324.00	4/2/26	X
E8487	4/2/26	STS Education	Chromebooks	\$ 14,420.00	4/2/26	X

Roberto Clemente Charter School
Payment List
For the Period 4/1/26 through 4/30/26

Ref No.	Ref Date	Vendor	Description	Amount	Issue Date	Cleared
1000091	4/2/26	T- MOBILE		\$ 501.60	4/2/26	X
18113006	4/2/26	US FOODS	<i>Food products</i>	\$ 9,831.95	4/2/26	X
26040243	4/2/26	PPL ELECTRIC UTILITIES		\$ 732.00	4/2/26	X
26040299	4/2/26	PPL ELECTRIC UTILITIES		\$ 34.01	4/2/26	X
79875079	4/2/26	Pitney Bowes Global Financial Services		\$ 269.19	4/2/26	X
917371426	4/2/26	DERSTINE'S	<i>Dairy products</i>	\$ 1,550.36	4/2/26	X
5212932574	4/2/26	STAPLES ADVANTAGE	<i>Classroom/office supplies</i>	\$ 2,137.87	4/2/26	X
100009765158	4/2/26	UGI UTILITIES, INC.		\$ 486.93	4/2/26	X
100009765330	4/2/26	UGI UTILITIES, INC.		\$ 339.67	4/2/26	X
100009765511	4/2/26	UGI UTILITIES, INC.	<i>Gas utilities</i>	\$ 1,298.35	4/2/26	X
100009765519	4/2/26	UGI UTILITIES, INC.		\$ 784.80	4/2/26	X
1000011571464	4/2/26	LINCOLN FINANCIAL SERVICE	<i>Dental/STD/LTD/LI Insurance premiums</i>	\$ 5,981.31	4/2/26	X
145431-bb100a	4/2/26	AMAZON CREDIT PLAN	<i>Class/student activities/guidance/maintenance supplies</i>	\$ 2,488.24	4/2/26	X
ACH1017	4/2/26	KEYSTONE CONSULTING ENGINEERS	<i>New building environmental site assessment</i>	\$ 4,008.00	4/2/26	X
Idja1q3hqjqOrhu	4/2/26	HIGHMARK BLUE SHIELD		\$ 606.35	4/2/26	X
P14844356	4/2/26	Da Vinci Science Center		\$ 255.00	4/2/26	X
E8662	4/17/26	B&H PHOTO	<i>Laptop computer</i>	\$ 1,270.99	4/17/26	X
E8663	4/17/26	Bimbo Bakeries USA		\$ 273.00	4/17/26	X
E8664	4/17/26	EPIC SPORTS	<i>Volleyball system package</i>	\$ 5,959.36	4/17/26	X
E8665	4/17/26	J.P. Mascaro & Sons	<i>Refuse/recycling</i>	\$ 2,404.06	4/17/26	X
E8666	4/17/26	KISTLER O'BRIEN Fire Protection	<i>Security equipment inspection</i>	\$ 3,486.00	4/17/26	X
E8667	4/17/26	Kopos Medx, Inc.	<i>Staffing agency</i>	\$ 7,285.95	4/17/26	X
E8668	4/17/26	Standing Stone Consulting Inc.	<i>Security services</i>	\$ 5,531.71	4/17/26	X
E8669	4/17/26	Success For All Foundation Inc.	<i>Professional development</i>	\$ 4,700.00	4/17/26	X
E8670	4/17/26	Venus Supplies and Services	<i>Cafeteria supplies</i>	\$ 3,857.90	4/17/26	X
658665	4/17/26	PHILADELPHIA INSURANCES COMPANIES	<i>Liability insurance package</i>	\$ 12,416.82	4/17/26	X
963025	4/17/26	PenTeleData		\$ 429.00	4/17/26	X
2502747	4/17/26	NASSP		\$ 209.99	4/17/26	X
2502748	4/17/26	NASSP		\$ 189.99	4/17/26	X
04172026	4/17/26	VERIZON		\$ 37.90	4/17/26	X
18522877	4/17/26	US FOODS	<i>Food products</i>	\$ 7,320.28	4/17/26	X
20183241	4/17/26	TOSHIBA FINANCIAL SERVICES	<i>Copier leases</i>	\$ 1,023.30	4/17/26	X
20183242	4/17/26	TOSHIBA FINANCIAL SERVICES	<i>Copier leases</i>	\$ 1,259.80	4/17/26	X
26041702	4/17/26	PPL ELECTRIC UTILITIES	<i>Electric utilities</i>	\$ 1,568.11	4/17/26	X
26041730	4/17/26	PPL ELECTRIC UTILITIES	<i>Electric utilities</i>	\$ 3,197.19	4/17/26	X
03241098039	4/17/26	RCN		\$ 425.84	4/17/26	X
8538897748	4/17/26	STAPLES ADVANTAGE		\$ 133.24	4/17/26	X
9939390133	4/17/26	DERSTINE'S	<i>Dairy products</i>	\$ 2,286.04	4/17/26	X
1989316958861	4/17/26	HOME DEPOT CREDIT SERVICES		\$ 371.26	4/17/26	X
154305-5a12ee	4/17/26	AMAZON CREDIT PLAN	<i>Janitorial/Cafeteria/Office supplies</i>	\$ 1,155.45	4/17/26	X
5b-a9db-440a-a	4/17/26	Primo Brands		\$ 54.90	4/17/26	X

Roberto Clemente Charter School
Payment List
For the Period 4/1/26 through 4/30/26

Ref No.	Ref Date	Vendor	Description	Amount	Issue Date	Cleared
17APR26_1229	4/17/26	TOSHIBA FINANCIAL SERVICES	<i>Copier leases</i>	\$ 1,202.53	4/17/26	X
17APR26_1229	4/17/26	TOSHIBA FINANCIAL SERVICES		\$ 329.55	4/17/26	X
d2-7bad-402e-8	4/17/26	Primo Brands		\$ 104.31	4/17/26	X
8c7-6856-4510-	4/17/26	Primo Brands		\$ 224.59	4/17/26	X
P-414047898	4/28/26	ZOOM COMMUNICATIONS INC		\$ 13.59	4/28/26	X
30364-2297803	4/30/26	AMAZON CREDIT PLAN		\$ 450.00	4/30/26	X

Payroll Account

3152449748	4/2/26	P.S.E.R.S.EMPLOYEE # 9254	<i>EE State pension contributions</i>	\$ 11,407.86	4/2/26	X
51923287	4/2/26	Roba Bozakis	<i>Contracted dietitian</i>	\$ 630.00	4/2/26	X
51923288	4/2/26	Jorge A. Otero	<i>School physician</i>	\$ 150.00	4/2/26	X
82 PPE 3/28/26	4/2/26	PA SCDU		\$ 293.54	4/2/26	X
89 PPE 3/28/26	4/2/26	PA SCDU		\$ 386.39	4/2/26	X
R_716755383	4/2/26	ADP		\$ 719.25	4/2/26	X
W PPE 3/28/26	4/3/26	PAYROLL/TAXES	<i>ACH Payroll & taxes</i>	\$ 205,969.64	4/3/26	X
22 PPE 3/28/26	4/7/26	VOYA FINANCIAL		\$ 751.11	4/7/26	X
46 PPE 3/28/26	4/7/26	PENSERV PLAN SERVICES INC	<i>EE/ER 403b contributions</i>	\$ 15,018.90	4/7/26	X
R_717585821	4/10/26	ADP		\$ 629.75	4/10/26	X
89 PPE 4/11/26	4/17/26	PA SCDU		\$ 386.39	4/17/26	X
82 PPE 4/11/26	4/17/26	PA SCDU		\$ 293.54	4/17/26	X
03 PPE 4/11/26	4/17/26	BERKHEIMER		\$ 90.75	4/17/26	X
W PPE 4/11/26	4/17/26	PAYROLL/TAXES	<i>ACH Payroll & taxes</i>	\$ 191,149.83	4/17/26	X
29 PPE 4/11/26	4/17/26	VOYA FINANCIAL		\$ 671.66	4/17/26	X
03 PPE 4/11/26	4/17/26	PENSERV PLAN SERVICES INC	<i>EE/ER 403b contributions</i>	\$ 14,001.49	4/17/26	X
0051927510	4/17/26	Jorge A. Otero	<i>School physician</i>	\$ 50.00	4/17/26	X
0051927509	4/17/26	Denise L Konez	<i>Supplies (Dee's Crafts)</i>	\$ 500.00	4/17/26	X
0021927512	4/17/26	Janine M Wargo	<i>Contracted special ed support services</i>	\$ 6,500.00	4/17/26	X
0021927511	4/20/26	Mckenna Snyder LLC		\$ 859.00	4/20/26	X
152800024 4/26	4/21/26	P.S.E.R.S.EMPLOYEE # 9254	<i>EE State pension contributions</i>	\$ 10,665.78	4/21/26	X
R_718539777	4/23/26	ADP		\$ 48.70	4/23/26	X
R_718540027	4/24/26	ADP		\$ 731.87	4/24/26	X

Health Insurance Claims (HIC) Account

Claims 3/25/26	4/2/26	HealthNow	<i>Health Claims: PE 3/24/26</i>	\$ 25,541.69	4/2/26	X
3: Claims 4/1/26	4/14/26	HealthNow	<i>Health Claims: PE 3/31/26</i>	\$ 35,132.24	4/14/26	X
0: Claims 4/8/26	4/14/26	HealthNow	<i>Health Claims: PE 4/07/26</i>	\$ 35,872.11	4/14/26	X
Claims 4/15/26	4/24/26	HealthNow	<i>Health Claims: PE 4/14/26</i>	\$ 142,317.73	4/24/26	X
8814	4/29/26	HealthNow	<i>Health Claims: PE 4/21/26</i>	\$ 5,440.16	4/29/26	X
8817-Claims	4/29/26	HealthNow	<i>Health Claims: PE 4/21/26</i>	\$ 8,302.06	4/29/26	X

Roberto Clemente Charter School
Payment List
For the Period 4/1/26 through 4/30/26

Ref No.	Ref Date	Vendor	Description	Amount	Issue Date	Cleared
CEO's Account (Central Administration)						
042326CWAT	4/30/26	COMMONWEALTH OF PENNSYLVANIA	<i>Driving history clearance</i>	\$ 15.00	4/30/26	X
Principal's Account (Elementary School)						
8435	4/1/26	SAM'S CLUB	<i>Food for staff</i>	\$ 115.84	4/1/26	X
Principal's Account (Secondary School)						
		<i>No activity</i>		\$ -		
				<u><u>\$ 971,666.50</u></u>		



May 7, 2026

Alyssa Mace, Ed.S.
Chief Executive Officer
Roberto Clemente Charter School
131 W. Hamilton Street
Allentown, Pennsylvania 18101
610-351-4310 x554

**RE: Proposal for Civil Engineering Services
 Roberto Clemente Charter School Adaptive Re-Use
 City of Allentown, Lehigh County, PA**

Dear Alyssa:

T&M Associates (T&M) is pleased to provide Roberto Clemente Charter School ("Client") with this proposal for professional services for the above referenced project and we thank-you for the opportunity.

Project Background

The site is 2268 S. 12th Street, City of Allentown, Lehigh County, PA (parcel number 2022023367). The site is approximately 2.22 acres containing an existing office building and existing parking lot. The site has access to both S. 12th Street and Sesqui Street.

The Roberto Clemente Charter School is in the process of purchasing the site to convert the building into a Charter School. As part of the conversion, the Client will be working through a zoning process for the re-sue of the building as a school.

The Client has requested consultation for the zoning process and a parking lot layout plan, scope more specifically outlined below in the Scope of Services:

Scope of Services

1.0 Parking Lot Layout Plan

T&M will utilize cadd files provided to the Client and has authorization for T&M to use them as a basemap to create a new striping plan for the existing parking lot. Effort will include:

- Convert base plan into layering and usable format for the project. Cadd files were provided but will require some clean-up to be used as a base plan.
- Prepare a parking lot striping plan reflecting parking stall layout, aisle locations/widths and circulation, HC stalls, and proposed parking lot signage.



- Show a proposed bus and parent pick-up scheme and brief narrative generally mirroring the plan prepared for STEAM Academy with potential adjustments coordinated with the RCCS.
- T&M will perform a site visit to look at the site and take photos.
- T&M has included budget for a round of plan revisions based on Client feedback related to the plans. Additional revisions and/or City revisions will be billed on a time and material basis under Scope Item 3 below.

2.0 Project Management, Coordination, Meetings and General Consultation

T&M will attend meetings, either in person or via Teams/Zoom with the project team and City as required. Due to the uncertainty as to the extent of our requested involvement with meetings, project management, coordination, or the need for additional professional consultation, this phase will be billed on a time and material basis.

3.0 Plan Revisions

It is difficult to predict comments that will result from the review of the plan by City officials. Additional revisions may be requested by the Client, project attorney, or other team members as the project progresses. Therefore, municipal review comments, or Client requested changes to the plans after the scope items have been completed, or plans have been submitted will be considered revisions falling under this scope item. Since the magnitude of these revisions can vary greatly they will be completed on a time and material basis.

Primary Exclusions and Assumptions

- Plan is simply a striping plan to assist with the zoning application, no land development or other submissions and permitting will be required.
- Plan will not require grading, stormwater management, etc...
- No traffic studies will be required.
- If sewer planning is required for the project, that will be a separate fee, not included below.
- Scope not identified in the scope of services above is excluded.

SCHEDULE OF FEES

All professional services described in Scope of Services items shown below will be compensated by the listed Fee plus direct expenses, such reimbursables (plotting, printing, mailings, UPS, etc...) and mileage at cost.

FEE SUMMARY TABLE

Item No.	Description	Fee
1	Parking Lot Layout Plan	\$5,500-
2	Project Management, Coordination, Meetings and General Consultation	Time and material



3	Plan Revisions	Time and material
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Please sign and return this proposal if you desire to proceed with this proposal. No retainer is required by T&M to begin this work.

TERMS AND CONDITIONS

This proposal is subject to the attached Standard Terms & Conditions for Professional Services and Rider thereto.

Please sign and return this proposal if you desire to proceed with this proposal. No retainer is required by T&M to begin this work.

TERMS AND CONDITIONS

This proposal is subject to the attached Standard Terms & Conditions for Professional Services and Rider thereto.

Very truly yours,

T&M ASSOCIATES

Mark J. Buchvalt, PE

V.P. Department Manager

Enclosures: Standard Terms & Conditions of Professional Services
Schedule of Miscellaneous Charges

The undersigned, having power to bind the Client, has read, understood and hereby accepts this proposal.

(Signature)



(Print name)

(Date)

We appreciate the opportunity to submit this proposal and we look forward to working with you on this project.



STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These Standard Terms & Conditions shall govern the performance of services pursuant to this Agreement.

As used herein, the term "Client" refers to the Client identified in T&M's Proposal / Scope of Services. The term "T&M" refers to T&M Associates. The Client and T&M may be referred to individually as a "Party" or collectively as the "Parties". The term "Agreement" refers to this contract between T&M and the Client consisting of (1) the T&M Proposal / Scope of Services, and (2) these Standard Terms and Conditions. The "Project" is identified in T&M's Proposal / Scope of Services.

1. SCOPE OF SERVICES.

- a. Descriptions of the services to be provided by T&M are set forth in the Proposal/Scope of Services (*the "Services"*). Services not set forth in the Scope of Services, or specifically itemized as additional services, are excluded from the scope of T&M's Services (*the "Additional Services"*) and T&M assumes no responsibility to perform such Additional Services. If any Additional Services become necessary during the course of the Project, T&M can perform such Additional Services in accordance with a written agreement between the Client and T&M for such Additional Services.
- b. T&M shall have no obligation to commence the Services as stipulated in this Agreement and / or any associated work authorization until both this Agreement and any applicable work authorization are fully executed and delivered to T&M.

2. COMPENSATION.

- a. **BILLING RATES.** Client shall compensate T&M at the billing rates identified in T&M's Proposal. Unless otherwise provided in the Proposal, compensation for Services shall be based on T&M's Schedule of Hourly Billing Rates and Schedule of Miscellaneous Charges in effect at the time Services are performed.
- b. **REIMBURSABLE EXPENSES.** Client shall pay T&M for reimbursable expenses according to the current Schedule of Miscellaneous Charges including, without limitation, application fees, printing and reproduction, courier and express delivery service, bulk / special mailings, facsimile transmissions and other costs of acquiring materials specifically for Client and related charges.
- c. **INVOICES.** T&M shall submit invoices monthly and payment in full is due and payable thirty (30) days from the date of T&M's invoice. Services shall be billed at a minimum increment of 0.25 hour. If Client fails to make any payment due T&M for services and expenses within thirty (30) days after receipt of invoice, the amounts due T&M will accrue interest at the rate of one percent (1.0%) per month until paid in full.
- d. **SUSPENSION OF SERVICES.** Once a payment is PAST DUE, the Client shall be deemed to be in breach of this Agreement and any other agreements between the Client and T&M. If a payment is PAST DUE, T&M may suspend performance of all Services provided to the Client until T&M has been paid all amounts due and T&M shall have no liability whatsoever to the Client for any costs, delays or damages resulting from T&M's suspension of services.
- e. **TERMINATION.** Client or T&M may terminate this Agreement with ten (10) days prior written notice for convenience or cause. In the event of termination, T&M shall be paid for all services rendered and costs incurred up to the date of termination in accordance with the payment terms herein.
- f. **COLLECTION COSTS.** In the event legal action is necessary to enforce the payment provisions of this Agreement, T&M shall be entitled to recover from the Client the reasonable attorneys' fees, court costs and expenses incurred by T&M in connection therewith.
- g. **FEE DURATION & ANNUAL ADJUSTMENT.** The hourly rates charged for T&M employees are adjusted annually in January to reflect changes in the various elements that comprise such hourly rates with a corresponding adjustment in fee. All adjustments in rates will be in accordance with generally accepted practices consistent with T&M's procedures.

3. STANDARD OF CARE.

The standard of care for all professional services performed or furnished by T&M under this Agreement will be the care and skill ordinarily used by members of T&M's profession practicing under similar circumstances at the same time and in the same locality and based on facts and information available at the time services are provided. T&M makes no warranties, expressed or implied in connection with T&M's Services.

4. OWNERSHIP AND USE OF DOCUMENTS.

All reports, plans, specifications, computer files, field data, notes and other files and documents prepared by T&M

pursuant to this Agreement (the "Documents") are instruments of T&M's professional services and T&M shall retain an ownership and property interest therein. Provided full payment for Services rendered and costs incurred is made by the Client to T&M, T&M grants to the Client a license to use the Documents for the purpose of constructing, occupying and maintaining the Project. The Documents are not intended or represented to be suitable for reuse by the Client or others on extensions of this Project or on any other project. Any reuse, dissemination, or modification of the Documents without T&M's written approval shall be at Client's sole risk and without liability to T&M and the Client agrees to indemnify, defend and hold harmless T&M from all claims, damages and expenses, including attorneys' fees and costs, arising out of such reuse by the Client or by others acting through the Client.

5. CONFIDENTIALITY.

All information that the Client deems confidential shall be prominently branded "Confidential Information" prior to releasing said information to T&M. T&M will not intentionally divulge information regarding the Project that the Client designates as confidential, except (i) to the Client or parties designated by the Client; (ii) in response to a subpoena or other similar legal requirements; and / or (iii) in the event that withholding such information could create risk of significant harm to the public. Information that is in the public domain or that is provided to T & M by third parties is not considered confidential. Any information that is not clearly marked "Confidential Information" by the Client prior to disclosure to T&M shall not be deemed as confidential. Both Parties may retain copies of any and all Confidential Information, which shall remain confidential, for archival purposes. The Client authorizes T&M to identify the Client as a T&M client and use photographs or illustrations of the Project and non-confidential information in any sales or marketing literature.

6. CONSTRUCTION COST ESTIMATES.

The Client shall advise T&M in writing of any budgetary limitations for the overall cost of construction. T&M will endeavor to work within such limitations and will, if requested and included within the Proposal / Scope of Services, submit to the Client an opinion of probable construction cost. Opinions of probable construction cost will represent T&M's reasonable judgment as a design professional familiar with the construction industry but do not represent, warrant or guarantee that bids or negotiated prices will not vary or exceed budgets or opinions of probable cost or evaluations prepared or agreed to by T&M. The Client acknowledges that neither T&M nor the Client has control over the cost of labor, materials or methods by which contractors determine prices for construction, competitive bidding, markets, or negotiation conditions.

7. RESPONSIBILITY DURING CONSTRUCTION.

T&M's Services during the construction phase are intended to provide the Client a greater degree of confidence that the completed work of contractor(s) will conform in general to the approved plans and related documents. T&M will endeavor to observe the progress and quality of the executed work of contractor(s) and determine in general if such work is proceeding in accordance with the requirements of the Project. T&M shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. T&M shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractor(s) or for any failure of any contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to a contractor furnishing and performing the work. Accordingly, T&M neither guarantees the performance of any contractor nor assumes any responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. T&M shall not be responsible for the acts or omissions of the Client, the Client's other consultants, contractors and their respective subs, agents or employees, or other persons for whom the Client is responsible.

8. SITE CONDITIONS.

T&M shall not be liable for damage or injury to any subterranean structures (*including, but not limited to, utilities, mains, pipes, tanks, and telephone cables*) or any existing subterranean conditions; or the consequences of such damage or injury, if (*with respect to this clause*) (i) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by T&M in connection with the Services; (ii) concealed conditions are encountered in the performance of the Services; or (iii) concealed or unknown conditions in an existing structure are at variance with the conditions indicated by the Proposal / Scope of Services or work authorization.

The Client shall provide to T&M all plans, maps, drawing and other documents identifying the location of any subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, T&M shall obtain the concurrence of the Client as to the location for such drilling or excavation. Should: (i) subterranean structures or existing subterranean conditions be unknown and not identified or shown, or be incorrectly shown, in information or on plans furnished to or obtained by T&M in connection with the Services; (ii) concealed conditions be encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure be at variance with the

conditions indicated by the Proposal / Scope of Services or work authorization; or (iv) unknown physical conditions below the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and / or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20) days after the first observance of the conditions.

The Parties agree that reports prepared by or on behalf of T&M pertaining to site conditions, including, but are not limited to, environmental, geotechnical or geologic reports (*hereinafter collectively the "Site Condition Reports"*), are prepared for the exclusive use of the Client and its authorized agents, and that no other party may rely on the Site Condition Reports unless T&M agrees in advance to such reliance in writing. The Site Condition Reports are not intended for use by others, and the information contained therein is not applicable to other sites, projects or for any purpose, except the one originally contemplated in the Services. The Client acknowledges that the Site Condition Reports are based on conditions that exist at the time a study is performed and that the findings and conclusions of the Site Condition Reports may be affected by the passage of time, by man-made events such as construction on or adjacent to the site, or by natural events such as floods, earthquakes, slope instability or groundwater fluctuations, among others. The Parties agree that interpretations of subsurface conditions by T&M and / or its subcontractors may be based on limited field observations including, without limitation, from widely spaced sampling locations at the site of the Project. The Client acknowledges that site exploration by T&M and / or its subcontractors will only identify subsurface conditions at those points where subsurface tests are conducted or samples are taken. The Parties agree that T&M and / or its subcontractors may review field and laboratory data and then apply professional judgment to render an opinion about subsurface conditions at the site of the Project and that the actual subsurface conditions may differ, sometimes significantly, from those indicated by T&M and / or its subcontractors. The Client agrees that any report, conclusions or interpretations will not be construed as a warranty of the subsurface conditions by T&M and / or its subcontractors. The Parties further agree that no warranty or representation, express or implied, is included or intended in any reports, conclusions, or interpretations prepared by or on behalf of T&M pertaining to the site conditions.

9. UNANTICIPATED CONDITIONS.

If during the performance of T&M's services, any unanticipated conditions are observed, which in T&M's judgment may affect the Proposal / Scope of Services, T&M will notify the Client. The Client agrees that the discovery of such unanticipated conditions constitutes a significant change in the Proposal / Scope of Services. Based on T&M's evaluation of unanticipated conditions, T&M is authorized to take any of the following action: (a) Complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; or (b) Stop Work pending written agreement with the Client to modify the Scope of Services and Fees as required by the previously unanticipated conditions; or (c) Terminate the Services effective on the date specified by T&M in writing. The Client shall waive any claim against T&M and agrees to indemnify, defend and hold T&M harmless from any claim of liability for injury or loss arising from the encountering of unanticipated conditions.

10. HAZARDOUS CONDITIONS.

It is acknowledged by both parties that T&M's Scope of Services does not include any services related to asbestos or hazardous or toxic materials. T&M shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the Project site. In the event T&M or any other party encounters asbestos or hazardous or toxic materials at the site of the Project, or should it become known in any way that such materials may be present at the site of the Project or any adjacent areas that may affect the performance of T&M Services, T&M may, at its sole option and without liability for consequential or any other damages, suspend performance of Services on the project until the Client takes steps to identify, abate and/or remove the asbestos or hazardous or toxic materials, and to warrant that the site of the Project is in full compliance with applicable laws. If, in T&M's sole opinion, site conditions represent a threat to the public health or an environmental hazard, T&M will so advise the Client, so the Client may notify appropriate authorities. If the Client fails to act in a responsible manner, T&M may notify the appropriate authorities. The Client waives any claim against T&M and agrees to defend, indemnify and save T&M harmless from any claim or liability arising from the conditions or notifications of conditions at the site.

11. USE OF ARTIFICIAL INTELLIGENCE.

T&M may utilize artificial intelligence (AI) technologies in performance of the Services. T&M's use of AI will comply with all applicable laws and regulations and the requirements of these Terms and Conditions. Client acknowledges and consents to T&M's use of AI in providing the Services.

12. FORCE MAJEURE.

T&M is not responsible for delays caused by factors beyond T&M's reasonable control, including, but not limited to, delays due to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client or owner of the Project to furnish timely information or to provide review comments promptly; or delays caused by faulty performance by the Client, consultants or contractors at any level.

13. CONSEQUENTIAL DAMAGES.

To the maximum extent permitted by applicable law, in no event shall T&M be liable in contract, tort, strict liability or otherwise for any incidental, special, indirect, consequential, punitive or exemplary damages, including but not limited to loss caused by delay, commercial loss, or lost profits or revenues or opportunities.

14. INSURANCE.

- a. **LIMITS.** T&M shall maintain for the term of this project the following types of insurance and limits: (i) Worker's Compensation and Employer's Liability insurance, per statutory limits; (ii) Comprehensive General Liability Insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate; (iii) Comprehensive Automobile Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate; and (iv) Professional Errors and Omissions insurance with a per claim limit of \$3,000,000. Certificates for policies of insurance will be provided to the PROJECT OWNER upon request.
- b. **WAIVER OF SUBROGATION.** Both Parties waive all rights against each other and their respective subconsultants, subcontractors, employees, and agents for any and all damages caused by fire or other causes of loss to the extent covered by insurance set forth herein, except such rights as they may to the proceeds of insurance. The waiver shall be effective as to a person or entity (a) even though that person or entity would otherwise have a duty of indemnification, contractual or other, (b) even though that person or entity did not pay the insurance premium directly or indirectly, or (c) whether or not the person or entity had an insurable interest in the damaged property.

15. INDEMNIFICATION.

T&M agrees, subject to the provisions contained herein, to indemnify the Client, and the Client's officers, directors and employees, from and against any losses, damages and judgments arising from claims by third parties but only to the extent they are found to be caused solely by T&M's negligent acts, errors or omissions in the performance of professional services under this Agreement. T&M's obligation to indemnify and hold harmless the Client and its officers, directors, and employees does not include a duty to defend. This indemnification provision is subject to and limited by the provisions agreed to by the Client and T&M in the "Limitation of Liability" and "Consequential Damages" sections of these Standard Terms and Conditions.

The Client agrees, subject to the provisions contained herein, to indemnify T&M, and T&M's officers, directors and employees, from and against any losses, damages and judgments caused by the Client's acts, errors or omissions and by any of Client's contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

16. LIMITATION OF LIABILITY.

To the maximum extent permitted under applicable law, the Client and T&M agree that the total liability in contract, tort, strict liability or otherwise, in the aggregate, of T&M and T&M's officers, directors, employees, and agents to Client, and anyone claiming by, through, or under Client, for any and all losses, judgments, injuries, claims, expenses, costs, and damages arising out of, resulting from or in any way relating to this Agreement or T&M's Services, shall be limited to T&M's total fee for Services rendered on the Project. The Client hereby releases T&M from any liability above such amount.

17. GOVERNING LAW.

The laws of the State within which the Project is located will govern the validity of this Agreement, its interpretation and performance.

18. INDEPENDENT CONTRACTOR.

Unless otherwise provided in our proposal, T&M is and shall be an independent contractor in the performance of services under the Agreement, maintaining complete control of its employees and operations and neither T&M nor anyone employed by T&M shall be the agent, representative, employee or servant of the Client in the performance of services under this Agreement.

19. ASSIGNMENT.

Neither T&M nor the Client shall assign or transfer their interest in the Agreement without the written consent of the other Party. However, nothing contained in this paragraph shall prevent T&M from employing such consultants or subconsultants as T&M may deem appropriate. The covenants and agreements contained herein shall apply to and be

binding upon the Parties hereto and upon their respective assigns and successors.

20. WAIVER OF JURY TRIAL.

The Client and T&M specifically waive their rights to a jury trial to resolve any and all claims, including, but not limited to, those sounding in contract, tort or statute, against the other arising out of or connected in any way to this Agreement and Project because the Parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

21. DISPUTE RESOLUTION.

The Client and T&M agree that they shall submit any and all unsettled claims, counterclaims or other unresolved disputes to non-binding mediation, where each Party shall pay its own costs and fifty percent (50%) of the mediator's fees. This provision shall not apply to fee collection lawsuits.

22. SEVERABILITY.

If any provision contained herein is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of the Agreement unenforceable.

23. SURVIVAL.

The express representations, the indemnifications, waiver of consequential damages, and the limitations of liability contained in this Agreement will survive the completion of all services of T&M under this Agreement and the termination of this Agreement for any reason.

24. EXECUTION.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement. Execution and delivery of this Agreement may be evidenced by e-mail or facsimile transmission.

25. ENTIRE AGREEMENT.

This Agreement (*consisting of (1) Proposal / Scope of Services and (2) Standard Terms & Conditions*) comprises the final and complete agreement between the Client and T&M. It supersedes all prior or contemporaneous communications or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each Party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and accepts the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and T&M. In the event the Client provides any kind of work authorization or purchase order whatsoever, verbal or written, for the commencement of T&M's Services or any Additional Services, or any portions thereof, prior to the Client's execution of this Agreement, these terms and conditions, including terms of payment herein, shall govern the Services performed by T&M pursuant to the Project and shall be binding upon the Parties. Any terms and conditions included in or attached to a purchase order or work authorization issued by Client following the execution of this Agreement shall be null and void and not binding upon the Parties, unless both Parties agree to amend this Agreement with such terms and conditions in an amendment signed by both the Client and T&M. In the event of a conflict between the Standard Terms and Conditions and the Proposal / Scope of Services, the Standard Terms and Conditions will control.

Rate Amendment – 2026–2027 School Year

This **Rate Amendment (“Amendment”)** is entered into by and between **Nyman Associates, Inc. (“Nyman”)** and Roberto Clemente (**“Partner”**) and amends the existing **Service Agreement for the 2025–2026 School Year (“Agreement”)** between the parties.

Effective **August 10, 2026**, the service rates outlined in the Agreement shall be **updated and replaced with the rates listed in Schedule A attached hereto** for the **2026–2027 School Year**.

Except as specifically modified by this Amendment, **all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.**

This Amendment shall become effective upon **execution by both parties.**

Nyman Associates, Inc.

Signature: Melissa N. Edwards

Name: Melissa Newpher Edwards

Title: EVP

Date: 4/27/2026

Roberto Clemente

Signature: _____

Name: _____

Title: _____

Date: _____

Schedule A
2026-2027 School Year Service Fees

DISCIPLINE	2026-27 BILL RATE
BEHAVIOR SUPPORTS	
Board Certified Behavior Analyst (BCBA)	\$104.34
BCaBA/Licensed Behavior Specialist	\$95.00
Behavioral Specialist Consultant (BSC)	\$85.00
FBA per diem	\$1,102.50
PBSP - per diem	\$265.00
ASF/ESF/Behavioral Health Technician	\$48.00
Registered Behavioral Technician (RBT)	\$56.00
Paraprofessional	\$32.50
PCA	\$32.50
MENTAL HEALTH SUPPORTS	
Licensed Social Worker	\$65.00
School Counselor	\$65.00
School Psychologist	\$99.50
Psychological Evaluation	\$1,585.50
Psychological Evaluation - Bilingual	\$1,785.50
RELATED SERVICE SUPPORTS	
SLP	\$87.50
SLP - Bilingual	\$89.50
SLPA	\$60.32
Speech Per Diem Evaluation	\$525.00
Speech Per Diem Evaluation - Bilingual	\$850.00
E-Helper	\$32.50

Schedule A (Continued)
2026-2027 School Year Service Fees

RELATED SERVICE SUPPORTS	
Occupational Therapist	\$78.50
COTA	\$58.50
OT Per Diem Evaluation	\$400.00
Physical Therapist	\$92.00
Physical Therapist Assistant (PTA)	\$58.50
Orientation & Mobility Specialist	\$98.50
Vision Support Teacher	\$93.50
SPECIALIZED TEACHER SUPPORTS	
Reading Specialist	\$65.00
Reading Specialist - Wilson Cert	\$69.30
Special Education Teacher	\$68.25
Teaching Assistant	\$36.00
Math Specialist	\$65.00
HEALTH SUPPORTS	
RN	\$68.25
LPN	\$52.50
Certified School Nurse	\$68.25
Certified Nursing Assistant	\$46.42



SOFTWARE LICENSE AND SERVICES AGREEMENT

Agreement Number	RCCS2021
Customer	Roberto Clemente Charter School
Address	131 W. Hamilton Street
Address	Allentown, PA 18101
Contact	Mr. Jose Molina, Jr.
Telephone	(610) 439-5181 ext. 544

The Party noted in the customer line with the address set forth above ("**Customer**"), and SapphireK12 Inc. dba Sapphire Software, with offices at Two Windsor Plaza, 7540 Windsor Drive, Suite 300, Allentown, Pennsylvania 18195 ("**SapphireK12**" or "**K12**") hereby enter into this Software License and Services Agreement ("**Agreement**") effective as of the last date of signature ("**Effective Date**"). Customer and K12 shall each be referred to sometimes as a "**Party**" and collectively as the "**Parties**".

WHEREAS Customer desires K12 to provide a Subscription to its Sapphire Software and other K12 Intellectual Property as specified herein, and to provide additional Services to Customer as more fully set forth herein; and

WHEREAS K12 desires to provide a Subscription to its Sapphire Software and other K12 Intellectual Property as specified herein, and to provide additional Services to Customer as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and for good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

1) Definitions.

Any capitalized term used, but not defined, in the Agreement shall have the meaning that is given to it in Schedule A of the Agreement.

2) Orders and Statements of Work.

A. Ordering Process. This Agreement sets forth the terms and conditions under which the Parties agree that Customer may purchase a Subscription pursuant to a License right granted under **Section 3(A)**, below, for a Subscription Period in return for an annual Fee to be paid by Customer to K12 as described in **Section 7(A)**, below, or any Services as set forth on a separate mutually executed Order. No obligation to furnish or to pay for a particular Subscription or Service arises under this Agreement until K12 accepts an executed Agreement and Order for such Subscription or Services placed by Customer, and Customer is not authorized to access or use any other K12 products or services unless expressly set forth in the Agreement or an applicable Order. Each Order, as applicable, when fully executed, shall be incorporated into this Agreement by reference and designated sequentially as Exhibit A-1, Exhibit A-2, etc.

B. Order Term. The term of an Order pertaining to a Subscription shall commence upon the Order Effective Date and, unless terminated earlier in accordance with the terms of this Agreement or the Order, continue for a Setup Period and an Initial Subscription Period as stated in the Order (hereinafter, the Setup Period and the Initial Subscription Period shall be referred to as the "**Initial Order Term**"). At the conclusion of the Initial Order Term, unless otherwise stated in the Order, the Order will automatically renew until the next calendar anniversary of the date of termination of the Initial Order Term (each, a "**Renewal Order Term**") (hereinafter, the Initial Order Term and each Renewal Order Term shall be referred to as an "**Order Term**") unless either Party sends the other Party written notice that it does not wish to renew more than thirty (30) days prior to the expiration of the then current Order Term. If the Order pertains solely to Professional Services, the Initial Order Term will not automatically renew as stated herein but will terminate at the end of the Initial Order Term stated in the Order unless the Parties mutually agree to extend it under the terms of the Order itself.

C. Order Termination. An Order may be terminated for any of the following reasons: (i) by K12 for Customer's failure to pay any amount due to K12 under this Agreement by the date such payment is due ("**Termination for Nonpayment**"); (ii) by either Party upon written notice to the other Party after the other Party's breach of any material non-monetary provision of this Agreement or any Order (including, but not limited to, a breach of **Section 3** or **Section 4**) that is not cured within thirty (30) days after written notice of such breach is provided to the breaching Party ("**Termination for Breach**"); and/or (iii) by either Party when (a) the other Party is the subject of a Chapter 7 petition of involuntary bankruptcy which is not dismissed within sixty (60) calendar days, (b) the other Party is the subject of a Chapter 7 petition of voluntary bankruptcy which is not dismissed within thirty (30) days, or (c) the other Party makes a general assignment for the benefit of creditors or is appointed a receiver on account of its insolvency.

D. Monetary Obligations Upon Early Order Termination. In the case of a Termination for Nonpayment or a Termination for Breach resulting

from the Customer's breach, any unpaid payment obligations of Customer shall survive and continue beyond termination and K12 shall be considered to have earned all Fees (as defined in **Section 7**, below) set forth in the terminated Order and, for the avoidance of any doubt, shall be entitled to retain Fees that have already been paid by Customer and to collect the balance of any Fees that remain unpaid by Customer. In this respect, the Parties acknowledge and agree that K12 will rely on this Agreement when making investments and entering into long term contracts necessary to provide Customer with a Subscription and other Services. Accordingly, to the extent of these Fee-based damages, both Parties agree and acknowledge that such damages: (i) are not a penalty and have been determined based upon facts and circumstances of both Parties at the time of the negotiation and execution of this Agreement, (ii) have been established with the knowledge of the difficulty of accurately ascertaining the exact amount of the damages; (iii) constitute a fair and reasonable approximation of the damages K12 would sustain if the damages were readily ascertainable; and (iv) shall not require that any additional proof be provided.

E. Dispute Regarding Order Termination. In the event that a Party disputes the other Party's claim of material breach, or a Party tenders a cure to the alleged breach within the cure period and the other Party disputes that such tendered cure is sufficient to cure such breach or render such breach non-material, the Parties shall immediately escalate the matter to the designated representatives described in **Section 24**, below, and, in such case, such representatives shall use commercially reasonable efforts to resolve the problem within thirty (30) calendar days after the matter is escalated to them (or such longer period of time as is agreed to by such representatives). If the persons described in **Section 24** have not been able in good faith to resolve the dispute, either Party may elect to refer the matter to binding arbitration in accordance with the terms of **Section 24**. The foregoing dispute process shall not limit or restrict such Party's right to seek any other remedy available under applicable Law for any breach by the other Party of the terms of this Agreement, including, but not limited to, the right to seek damages, injunctive relief, or specific performance.

3) **K12 Intellectual Property.**

A. Grant of License from K12 to Customer. Subject to the terms and conditions of this Agreement, for each Subscription acquired by Customer under an Order, K12 hereby grants to Customer a non-exclusive, non-transferable, non-assignable (except as permitted in **Section 27**), and non-sublicenseable (except for Non-Employee Staff and Third-Party Computer Consultants as set forth in **Section 3(C)**) right and license ("**License**") for Customer and its Authorized Users to access and use: (i) the Sapphire Software specified in an Order, any applicable portions thereof, and Updates and Enhancements as supplied to Customer by K12 under the terms of this Agreement and the applicable Order; (ii) any Documentation associated with a Subscription provided by K12 to Customer; (iii) any Templates or Reports generated by the Sapphire Software; (iv) any Deliverables created by K12 pursuant to any Order; and (v) any other K12 Confidential Information (as defined in **Section 4**) shared with or disclosed to Customer by K12 (hereinafter, the items identified in (i) through (v) above individually and collectively shall be referred to as "**K12 Intellectual Property**"). The foregoing License grant shall be effective during any applicable Order Term based upon any License Parameters for Customer's internal business use in the Kindergarten through 12th grade school environment for administrative purposes, which includes permitting Parents to each have a user name and password or other account access information for the Sapphire Software and any Templates utilized therein. This License shall not be construed to permit Customer to use or disclose K12 Intellectual Property for any other purpose, except as expressly permitted by this **Section 3**. All rights not specifically granted in this Agreement are reserved by K12. Customer acknowledges that the License granted under this Agreement does not provide Customer with title to or ownership of the Sapphire Software or any other K12 Intellectual Property or any other K12 products, software, or Services, or any other right to access or use the same. The foregoing License is only the grant of a limited right to use under the terms and conditions of this Agreement and any applicable Order.

B. K12 Ownership. K12 and its licensors shall own and retain all right, title and interest in and to the K12 Intellectual Property, and all Intellectual Property Rights and goodwill associated with the same; provided, however, to the extent any of the foregoing or any Derivative Works of the same contains Customer information, including Student Data, all right, title and interest in and to any Customer Information, including Student Data, will be owned by Customer and licensed to K12 solely as described in **Section 5**, below.

C. Authorized Users. Subject to Customer's implementation of the Minimum Terms and Conditions for Authorized Users set forth in **Section 3(D)**, below, Customer's faculty and staff that are employees of Customer are hereby deemed to be Authorized Users of the K12 Intellectual Property licensed under the terms of this Agreement and any applicable Order. Customer shall have a right to sublicense the K12 Intellectual Property to its faculty and staff that are not employees ("**Non-Employee Staff**") and to third-party consultants that are performing computer hardware and software consulting services for Customer ("**Third-Party Computer Consultants**") pursuant to an agreement with terms no less protective of the K12 Intellectual Property and any K12 Confidential Information than the terms of this **Section 3** and **Section 4**, below. Parents are authorized under **Section 3(A)** to access the Sapphire Software and Templates, including Reports, online via their respective username and passwords or other account access information. In all instances, Customer agrees that it shall be directly responsible to K12 and any third parties for the actions and inactions of its administrators, faculty, staff and any third-party consultants, including, without limitation, Non-Employee Staff, Third-Party Computer Consultants, and any Parents with regard to any such Authorized User's access to and use of the K12 Intellectual Property, including the Sapphire Software and any other K12 products, software and services, whether or not permitted herein, and any failure on the part of any Authorized User to comply with the terms of this Agreement.

D. Minimum Terms and Conditions for Authorized Users. Customer will enter into a written agreement with each Authorized User and Parent that includes the following terms which protect K12 and its licensors: (i) a statement that K12 or its licensors own the rights to the Sapphire Software and any other K12 Intellectual Property licensed under this Agreement, and that the Authorized User or Parent will not receive any ownership right in or to the Sapphire Software or other K12 Intellectual Property; (ii) a statement that the Sapphire Software, Deliverables, and other K12 Intellectual Property are provided by K12 and its licensors on an "AS IS" basis, and that K12 and its licensors disclaim all express or implied warranties regarding the Sapphire Software and other K12 Intellectual Property; and (iii) a statement that K12 and its licensors shall not have any liability for either direct or consequential damages to the applicable Authorized User or Parent, including without limitation, for damages resulting from any Hacking (as defined in **Section 3(F)**, below) or any unauthorized access, disclosure, or use of Customer Information or Student Data which occurs through the use of the Authorized User's or Parent's user name and password or other account access information for the Sapphire Software (collectively, the "**Minimum Terms and Conditions**"). Customer agrees that it will not enter into any agreement with its Authorized Users which conflicts with or limits in any way Customer's obligations or the rights of K12 or its licensors under the Minimum Terms and Conditions and that, notwithstanding the foregoing, the Minimum Terms and Conditions shall prevail in the event of a conflict between another agreement and the Minimum Terms and Conditions. Customer shall, upon request from K12, provide proof of Customer's compliance with this **Section 3(D)**.

E. No Access to or Use by Third Parties. Except as expressly permitted in this Agreement, under no circumstances may Customer, or any of its administrators, faculty or staff or any third-party consultants, without prior express written permission from K12: (i) use the K12 Intellectual Property or other K12 products, software or services to provide products, software or services to another school, college, university, or other third party; (ii) directly or indirectly provide access to the K12 Intellectual Property or provide other K12 products, software or services, in whole or in part, to another school, college, university or other third party; (iii) act as a service bureau or as an outsource agent of the Sapphire Software or other K12 Intellectual Property; or (iv) rent, sell, assign, lease, sublicense, or transfer its rights with respect to this Agreement; or (v) otherwise allow any third party or any third-party product or service, including, without limitation, any artificial intelligence-based tools, automated technology, machine-learning processes, or any third-party vendor, software, application, or outsourced service provider to access or use the K12 Intellectual Property or other K12 products, software or services.

E. Restrictions; Acceptable Use Policy. Customer agrees that it and its Authorized Users shall not (i) attempt, or allow others, to modify, adapt, decompile, decrypt, disassemble, extract, or reverse engineer any part of the K12 Intellectual Property, including the Sapphire Software or any other K12 products, software or services, (ii) use artificial intelligence-based tools or any other automated technology such as a robot, spider, or scraper to access, use, scrape, harvest, or data mine the Sapphire Software or its related systems or networks, or (iii) knowingly use the Sapphire Software in any manner that: (a) engages in spamming or other unsolicited advertising, marketing or other promotional activities, including, without limitation, any activities that violate anti-spamming laws or regulations; (b) transmits, displays or stores infringing, obscene, threatening, indecent, libelous, slanderous, defamatory or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy rights; (c) introduces malicious, harmful, or disabling code or programs (such as viruses, worms, malware, or trojan horses) into the Sapphire Software; (d) interferes with or disrupt the integrity or performance of the Sapphire Software, the K12 services or the data contained or used therein; (e) attempts to hack into or gain unauthorized access to the Sapphire Software or its related systems or networks; (f) allows any third party or any third-party product or service to access or use K12 Intellectual Property, including the Sapphire Software or any other K12 products, software or services; (g) makes unauthorized attempts to modify or copy any information stored on or through the Sapphire Software or its related systems or networks; or (h) harasses or interferes with another user's use of the K12 Intellectual Property, including the Sapphire Software, or any other K12 products, software or services. K12 reserves the right to suspend access to and use of the K12 Intellectual Property, including the Sapphire Software, and any other products, software and/or services with respect to any individual user that K12 reasonably believes has undertaken, or participated in, any of the foregoing activities.

F. System Security. K12 will take commercially reasonable steps to provide security to protect against the unauthorized access of Customer Information that is stored within, or accessible through, its Sapphire Software ("**Security Measures**") and will establish and maintain reasonable safeguards against the destruction, loss, or alteration of Customer Information in the possession of K12 that is stored within, or accessible through, its Sapphire Software, using commercially reasonable methods which are no less rigorous than those maintained by K12 with respect to its own similar information residing on its systems. Such Security Measures include, for example: (i) using recognized industry standard methods to protect from network attack and other malicious, harmful, or disabling data, work, code, or programs; and (ii) the maintenance of independent archival and backup copies of the Customer Information stored within or accessible through the Sapphire Software. More specifically, the Sapphire Software includes Security Measures such as verification of the authenticity of users and access control lists, and security shields through Transport Layer Security (TLS) or equivalent technology and a combination of encryption methods. Notwithstanding the foregoing, K12 will not be responsible for a compromise in its Security Measures due to a third-party's intentional effort to penetrate such Security Measures using techniques intended to bypass generally acceptable security measures in the computer software industry ("**Hacking**").

K12 will not share Customer Information, including Student Data, with any third party other than what is permitted under **Section 5**, below. Without Customer's approval, which may be withheld in its sole discretion, or as otherwise permitted under **Section 5(D)** with respect to Anonymous Data, Customer Information shall not be: (a) sold, assigned or leased to third parties by K12, its Affiliates or its agents; or (b) commercially exploited in any form by or on behalf of K12, its Affiliates or its agents except as set forth in this Agreement.

K12 shall provide Customer with the ability to generate passwords and user identifications or other account access information, which shall be used by Customer to provide access to the Sapphire Software for its Authorized Users and Parents. Customer will control and manage access to the Sapphire Software and to all Customer Information, including Student Data, stored within, or accessible through, the Sapphire Software. Customer will instruct its Authorized Users and Parents as to the importance of maintaining the confidentiality of passwords and/or user identifications or other account access information. Customer further agrees that it shall provide K12 with prompt notice if suspects that the confidentiality of any of its Authorized Users' passwords or other account access information may have been compromised. Customer acknowledges that Customer's data security may be compromised if Customer's Authorized Users or Parents do not follow all applicable security policies and procedures and take other appropriate steps to maintain the security of the Sapphire Software, including, without limitation, maintaining the confidentiality of user identifications and passwords, requiring complex passwords, the frequent changing of passwords, and maintaining appropriate internal controls to monitor access to and use of the Sapphire Software.

If K12 is given access to the Customer's computer systems in connection with the performance of support, K12 shall make reasonable efforts to abide by, and not intentionally violate, any security measures employed by the Customer and made known to K12 in writing.

4) Confidential and Proprietary Information

A. Confidential Information. As used herein, "**Confidential Information**" means any information or material of either Party that, from all relevant circumstances, reasonably should be assumed to be confidential, proprietary, or a trade secret. Each Party's Confidential Information shall remain the exclusive property of that Party. Customer acknowledges that K12's Confidential Information includes information about its K12 Intellectual Property and its Services and its pricing information under this Agreement and Customer agrees that it will keep K12's Confidential Information in confidence and protect it from direct or indirect disclosure to any and all third parties and restrict its use as provided in this Agreement. Further, each Party which receives or has access to Confidential Information (the "**Receiving Party**") disclosed hereunder by the other Party (the "**Disclosing Party**") agrees that: (i) except as otherwise provided under applicable Law, the Receiving Party will hold all Confidential Information it obtains from the Disclosing Party in strict confidence and permit use of such Confidential Information solely as permitted under this Agreement; and (ii) the Receiving Party may disclose the Disclosing Party's Confidential Information only to the Receiving Party's employees, contractors and agents as necessary to perform its obligations under this Agreement. Without limiting the generality of the foregoing, Confidential Information does not include information or material that: (a) is or becomes generally known to the public by any means other than a breach of the Receiving Party's obligations under this Agreement; (b) was known to the Receiving Party prior to the time of disclosure; (c) is rightly received by the Receiving Party from a third party that the Receiving Party reasonably believes is not under any obligation of confidentiality; (d) is

independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (e) is subject to disclosure under court order or other legal process, or by applicable Law, rule or regulation, provided that the Receiving Party gives the Disclosing Party sufficient prior notice to contest such order or process (unless the order or legal process prohibits such notice).

B. Injunctive Relief. The Receiving Party acknowledges that any unauthorized disclosure of Confidential Information may cause substantial irreparable harm to the Disclosing Party or its licensors. The Receiving Party therefore acknowledges and agrees that the Disclosing Party may obtain injunctive relief, including permanent or temporary restraining orders, against the Receiving Party's breach or threatened breach of the provisions contained in this **Section 4**, in addition to other available remedies, without the necessity of posting bond or other security.

C. No Additional Copies. Confidential Information will not be copied by the Receiving Party, in whole or in part, except when essential for correcting, generating or modifying such Confidential Information for authorized purposes under this Agreement. The Receiving Party will mark each copy of the Disclosing Party's Confidential Information, including its storage media, with all proprietary notices which appear on the original.

D. Right to Know Act. K12 acknowledges that Customer is a governmental entity and, as such, K12's Confidential Information may be the subject of a request made by a member of the public under the Pennsylvania Right to Know Law or other similar Laws; however, if and when any requests are made by a member of the public with respect to any K12 Confidential Information, including, without limitation, any requests regarding the Sapphire Software, any Documentation, any Templates, including Reports, or any Deliverables, Customer agrees that it will abide by the obligations that are placed on it under the Right to Know Law, including any notice requirements thereunder, prior to its disclosure of such information for compliance with such Right to Know Law.

E. Data Breach Notifications. K12, by executing this Agreement, agrees to abide by any applicable Laws related to data breach notification requirements, including but not limited to the Pennsylvania Data Breach Notification Act ("PDBNA"), to the extent any such Law applies to it. Because K12 will be maintaining, storing, and/or managing computerized data on Customer's behalf, K12 agrees to provide Customer with notice of any breach of the security system following its discovery by K12 in accordance with any terms of the PDBNA or other Laws related to data breach notification requirements that are applicable to K12. Customer will make determinations and discharge any remaining duties under applicable Laws that pertain to Customer.

F. Notifying Authorized Users of Obligations. Customer will inform its employees and other Authorized Users of their obligations under this **Section 4** and instruct them so as to ensure all such obligations are met.

5) Customer Information

A. Customer Information. During the Term of this Agreement, Customer and its Authorized Users and Parents may provide K12 with certain Customer Information, including Student Data. As between K12 and Customer, subject to the license in **Section 5(B)**, below, all right, title and interest in and to such Customer Information, and any Intellectual Property Rights thereto, is the exclusive and proprietary property of Customer. K12 shall use commercially reasonable efforts to prevent any violation of Customer's Intellectual Property Rights and shall under no circumstances, use, sell, lease, assign, rent, sublicense or otherwise transfer the Customer Information provided to it by Customer during its supply of the Subscription or performance of the Services, except as expressly provided in this **Section 5**.

B. Grant of License from Customer to K12. Subject to the terms and conditions of this Agreement, Customer hereby grants to K12 a limited, nonexclusive, non-transferable, non-assignable (except as permitted under **Section 27**, below), non-sublicenseable (except as permitted under **Section 5(G)**, below), and fully paid-up right and license: (i) during the Term of this Agreement to copy, use, store, transmit and prepare Derivative Works of any Customer Information to the extent necessary for K12 to perform its obligations under this Agreement and for Customer to receive the benefit of the Subscription and the K12 Intellectual Property licensed and/or any Services acquired under the Agreement; and (ii) thereafter, to copy, use and store in the Sapphire Software the Customer Information that will continue to reside within the Sapphire Software.

C. License Restriction. The license granted under **Section 5(B)**, above, shall not be construed to permit K12 to copy, use, store, transmit or prepare Derivative Works of Customer Information or otherwise disclose Customer Information for any other purpose, except as permitted by this Agreement. All rights not expressly granted herein with respect to Customer Information are reserved by Customer.

D. Anonymous Data. Notwithstanding **Section 5(C)**, Customer hereby grants to K12 a perpetual, non-exclusive and fully paid up right and license to create, copy, transmit, use, display and prepare Derivative Works of data related to the activity of Customer's Authorized Users within the Sapphire Software for product improvement and general research and analytical purposes, to the extent such data has been transmitted through the Sapphire System and is in an anonymous, aggregated form that cannot reasonably be used to infer information about, or otherwise be linked to, any particular customer or individual ("**Anonymous Data**").

E. Government and Other Reporting. Notwithstanding **Section 5(C)**, Customer acknowledges and agrees that certain features of the Sapphire Software allow for the submission of Reports to state and federal agencies, including the Pennsylvania Information Management System, and if Customer acquires Sapphire Software with these features, Customer is consenting to, and the Parties are agreeing to, K12's submission of Reports to the federal and state government agencies specified within the Sapphire Software or any Order for the Sapphire Software. In addition, Customer and K12 may agree in an Order for K12's submission of Reports or other data to other organizations as requested by Customer.

F. Governmental Order, etc. Notwithstanding the foregoing, K12 is not prohibited from disclosing any Customer Information which is required to be disclosed by applicable Law or court or governmental order so long as K12 first notifies Customer in advance thereof, with sufficient time as possible under the circumstances to allow Customer to respond to the request, or from disclosing any information which is publicly known or is available or obtained from a source not bound by an obligation of confidentiality to K12.

G. Third-Party Consultants of K12. K12 agrees that it will not disclose or distribute any Customer Information or permit any person or entity to have access to any such Customer Information, other than K12's employees and third-party consultants or service providers who have executed an agreement with terms no less protective of the Customer Information than the terms of this **Section 5** solely for such third parties to perform services for K12 so that K12 may perform its obligations under the terms of this Agreement or otherwise to exercise K12's rights with respect to Anonymous Data as described in **Section 5(D)**, above, and with respect to Reports as described in **Section 5(E)**. K12 shall use, at a

minimum, the same degree of care as to such Customer Information and shall maintain its confidentiality in the same manner as K12 uses in respect to its own Confidential Information. In all instances, K12 shall be responsible for the actions and inactions of its Third-Party Consultants with regard to their access to and use of Customer Information.

H. Customer Information Upon Termination. In the event of expiration or termination of this Agreement, K12 will prepare and provide Customer with Student Data in CSV (comma separated values) format once at no charge. However, Customer acknowledges and agrees that Customer Information stored within the Sapphire Software, including Student Data, will not be provided to Customer in native database format due to the proprietary manner in which such data is formatted on K12's system, and copies of documents or other written materials that have been uploaded onto the Sapphire Software by K12, or Customer or its Authorized Users, will not be retrieved from the Sapphire Software or otherwise made available to Customer without a separately quoted Professional Services fee for the cost of the labor required for the retrieval of such documents and information.

I. Domain Name. Ownership of any domain name used to operate the Sapphire Software under this Agreement will remain with the Customer. Customer will direct its domain name to point to K12 for purposes of operating the Sapphire Software.

J. K12's Use of Customer's Name. K12 agrees that it will not intentionally disclose the identity of Customer on its website, or in its advertising, press releases, customer lists or other publicly released publicity materials without the Customer's prior written consent, which will not be unreasonably withheld.

K. K12's Disclosure of Student and Employee Names. K12 agrees that it will not use or disclose the names of any Students or Parents or Customer employees or other Non-Employee Staff and/or any private, confidential, and/or personal information pertaining to any Students or Parents or Customer's employees or other Non-Employee Staff to any third party except as expressly permitted elsewhere in this Agreement or as described in K12's privacy policy(ies).

L. Customer Information in K12 Templates. Customer Information, including Student Data, that appear in K12 Templates, including Reports, remain the property of Customer, although the Templates themselves, including Reports, and any related copyright or other Intellectual Property Rights are owned by K12, are K12 Confidential Information, and must not be disclosed to third parties by Customer. Although K12 retains ownership in Templates, including Reports, that contain Customer Information and licenses the same to Customer under **Section 3(A)**, K12 remains subject to the obligations under this **Section 5** with respect to the use and disclosure of the Customer Information included in the Templates, including the Reports.

6) Term and Termination of Agreement.

A. Term of Agreement. This Agreement shall commence on the Effective Date and continue in full force and effect unless terminated earlier by K12 or Customer under **Section 6(B)** (the "Term").

B. Termination of Agreement. Either Party may terminate this Agreement for convenience at any time upon ninety (90) days written notice to the other Party; however, other than as set forth in **Section 6(C)**, the effect of such termination shall only be that no further Orders shall be executed under the terms of this Agreement and therefore, any Subscriptions, or Services, set forth in an Order in effect as of the date of termination of this Agreement shall continue for the period of the applicable Order unless separately terminated under **Section 2(C)**, above.

C. Effect of Termination of Agreement. Upon termination or expiration of this Agreement and any applicable Orders, all Subscriptions and other licenses granted hereunder shall immediately terminate regardless of the reason for termination. Notwithstanding the termination of this Agreement for any reason, the rights and duties of the Parties under Sections 2(D), 2(E), 4, 5, this Section 6(C), 7, 9, 10, 12, 13, 22, 23, 24, 25, 26, 27 and 29 and all provisions pertaining to ownership or restriction of intellectual property and confidentiality of information shall survive such termination and remain in full force and effect.

7) Fees and Expenses; Taxes.

A. Fees Owed. Non-refundable fees for a Subscription to the Sapphire Software and related K12 Intellectual Property licensed under **Section 3(A)**, and any applicable Services, shall be paid by Customer to K12 hereunder as set forth in each applicable Order (hereinafter, generally referred to as "Fees").

B. Price Protection for Subscription; Hourly Rates for Professional Services. Non-refundable Subscription Fees will be charged at a fixed annual rate as stated in a Subscription Order, and not based on actual usage. The Sapphire Software will not be available until all applicable Subscription Fees have been paid. Support Services may be included in the Fees for a Subscription or there may be a separate non-refundable Fee for Support Services as stated in a Subscription Order. Separate non-refundable Fees shall apply for any Professional Services as stated in a Work Order. If additional Services are required beyond those stated in the initial Order, including, for example, if assistance is requested related to startup conversion efforts beyond the initial fixed price for Professional Services regarding conversion stated in an Order, additional training is needed, or other additional one-time startup augmentation Services are needed, then K12 will provide a separate Work Order to Customer that specifies the additional Services to be provided, the Party's respective responsibilities in connection with such Services, any relevant timeframes, and/or daily rates for such Services. K12 may request payment for Services up-front or invoicing for Services may follow after the Services specified in the Order have been completed, each as specified in an applicable Order.

C. Currency. All prices are quoted in U.S. dollars and all payments shall be made in U.S. dollars.

D. Payment. Payment will be rendered by Customer to K12 within thirty (30) calendar days of the date of any invoice that is issued by K12 to Customer. K12 agrees that each invoice that it issues will be deposited into the U.S. mail at the address specified for Customer on the first page of this Agreement within three (3) calendar days of the date of the invoice.

E. Increase in Fees for a Renewal Order Term for a Subscription. At least sixty (60) days prior to the beginning of each Renewal Order Term for a Subscription to the Sapphire Software and related K12 Intellectual Property, K12 shall have the option to send Customer a written notice increasing the annual Fee for the Subscription and, unless Customer sends K12 written notice that it does not wish to renew the Subscription more

than thirty (30) days prior to the expiration of then current Order Term and the commencement of the new Renewal Order Term, such Order with the modified annual Fee for the Subscription shall go into effect upon commencement of the Renewal Order Term.

F. Travel Expenses. All fees incurred by Customer are exclusive of K12's travel-related expenses incurred by K12 for on-site Services, or other specialized or custom Professional Services requested by Customer. For these Services, Customer agrees to reimburse K12 for pre-approved travel and out-of-pocket expenses incurred by K12. Customer agrees to include reimbursements for such Services in the next monthly payment owed to K12.

G. Taxes. Customer shall, as required by applicable Laws, pay all United States federal, state, and local sales, and use taxes or other similar United States transfer taxes in the nature of sales or use taxes, however denominated ("**Taxes**"), which are directly and solely attributable to purchases by Customer from K12 under this Agreement. K12 shall bill such Taxes to Customer in the amount required by Law, separately stating the amount and type of Taxes on the applicable invoice. Customer shall pay such billed amount of Taxes to K12, and K12 shall remit such billed amount of Taxes to the appropriate tax authorities as required by Law; provided, however, that K12 shall not bill to or otherwise attempt to collect from Customer any Taxes with respect to which Customer provides K12 with a tax exemption certificate prepared in accordance with applicable Law or other evidence, reasonably acceptable to K12, that such Taxes do not apply.

H. Late Fees and Interest. In the event that any charges on an invoice are not paid in full within sixty (60) days of the invoice date, Customer shall pay an additional late payment fee equal to 2% of the unpaid amount, plus simple interest at the rate of 1.5% per month or the maximum amount permitted under applicable Laws, whichever is less, beginning sixty (60) days after the date of the invoice. If Customer fails to pay charges on an invoice within seventy-five (75) days after the date of the invoice, Customer agrees that K12 may, after providing seven (7) days written notice to Customer, suspend the Subscription and the provision of Services, including turning off Customer's access to the Sapphire Software. K12 reserves the right at any time to condition provision of the Subscription and Services on reasonable assurance of payment. Customer shall reimburse K12 for all reasonable collection expenses, including reasonable attorneys' fees and court costs, for delinquent amounts.

8) Support Services.

A. Description. Subject to the exceptions set forth herein, K12 provides Support Services to Customer subject to Customer's payment of a separate Support Fee as set forth in an applicable Subscription Order in the manner described below:

(1) Telephone Support. K12 shall use reasonable efforts to respond to questions from the Customer contact specified in the Subscription Order regarding use of the Sapphire Software. Hotline Support Services will be available between the hours of 9:00 AM and 5:00 PM, Eastern Time, Monday through Friday, but excluding federal holidays. Hotline Support Services can be initiated by the Customer contacts via phone or by email, using the hotline Support Services contact information specified in the applicable Subscription Order or through any other contact information that K12 may provide to Customer from time to time for purposes of receiving hotline Support Services. When contacting K12 for hotline Support Services, the Customer contact must specify the name of the Sapphire Software, the version of the Sapphire Software, and the operating environment in which the Sapphire Software is installed, as applicable.

(2) Reporting Errors. So long as the Customer contact submits a written description to K12 of any suspected and reproducible defect or other error in the Sapphire Software that constitutes a substantial nonconformity with the Documentation ("**Error(s)**") and provides K12 with any and all requested data which K12 reasonably may require to reproduce the operating conditions similar to those present when the suspected Error(s) was discovered (a "**System Error Notification**" or "**SEN**"), K12 shall use reasonable commercial efforts to promptly confirm the SEN as an Error and shall notify Customer of its proposed resolution for correcting the Error. There are four "Severity Levels" for Errors, each ranked in order of the severity of their impact to the Customer in an actual production environment. Customer shall classify each SEN in accordance with the following charts. For purposes of this Agreement, when using the Sapphire Software other than in an actual production environment (e.g., during development or testing phases) and reporting Errors to K12, the most severe classification level of a SEN that a Customer can assign shall be Severity Level 2.

The Severity Levels and their appropriate descriptions and service levels are as follows:

Severity Level 1

Description	Documented primary function is unavailable and no workaround is known.
Response Time	If requested, K12 will use commercially reasonable efforts to respond to the SEN by correcting the Error(s) (or providing a workaround) as soon as is reasonably practicable.

Severity Level 2

Description	Documented primary function is available but function is severely impaired or performance severely degraded.
Response Time	If requested, K12 will use commercially reasonable efforts to respond to the SEN by correcting the Error(s) (or providing a workaround) within 5 business days.

Severity Level 3

Description	Error causes minor inconvenience. All primary functions available and performance not severely degraded.
Response Time	If requested, K12 will respond to the SEN by correcting the Error(s) in the next new Release (defined in Part 6 of Section 8(A) , below).

Severity Level 4

Description	Recommendation for future Enhancement.
Response Time	K12 response will indicate when the Enhancement will be provided to the Customer.

K12 may reclassify SENs after receipt and evaluation. K12 shall use reasonable commercial efforts to correct such reported Error(s) by providing a corrected version of the Sapphire Software and any updated Documentation pursuant to the response times indicated in the tables above. It is understood that such corrected version of the Sapphire Software may also include additional Error corrections, modifications and Enhancements to the Sapphire Software specifically requested by Customer.

(3) **Exclusions.** Expressly excluded from the definition of Error(s) are: (i) defects or failures in hardware or in software not provided by K12, failures due to operator error or misuse; (ii) failures arising from modifications to the Sapphire Software made by the Customer or a third party, including those described under Part 4 of **Section 8(A)**, below; (iii) problems arising from in-house solutions or programs introduced by any person or entity other than K12, as described in Part 5 of **Section 8(A)**, below; or (iv) problems arising from Customer's failure to comply with K12's written instructions or Documentation. In the event K12 is requested to perform Support Services or other Services regarding potential Error(s) and K12 subsequently determines that the Error was due to one of the excluded causes listed in this section, then Customer shall pay K12 its standard time and materials rates for efforts to investigate and resolve such request.

(4) **Alterations.** Customer agrees that it will give K12 prior written notice of any proposed alterations to the Sapphire Software and acknowledges and agrees that K12 shall have no obligation to provide Support Services to Customer for Sapphire Software that has been modified by the Customer or a third party. Should K12 agree to maintain, support, or correct such modified Sapphire Software, K12 may impose additional charges above the annual Fee for the Subscription or any other Fee that may be charged in an existing Order. Further, K12 is not responsible for any malfunction, nonperformance, or degradation of performance of Sapphire Software, supplies, or maintenance support materials caused by or resulting directly or indirectly from any alteration that is not created by or at the direction or request of K12.

(5) **Attachments.** In the event that problems arise from applying in-house solutions, or from running in-house utility programs, or from running in-house data correction programs which are introduced by any person or entity other than K12, apart from K12's utilities and apart from consultation with K12, charges for corrections that are made in response to such solutions or programs will be billed to Customer based on the hourly or daily rates in force at that time for K12 customers generally.

(6) **Releases.** K12 agrees that it shall, at approximately the same time it makes an updated version of the Sapphire Software generally available to other end user customers of the Sapphire Software (each, a "**Release**"), make such Release available to the Customer as part of the Support Services. If Enhancements are specifically requested by Customer, such Enhancements shall be implemented: (i) at K12's sole discretion as a separate Professional Service; and (ii) provided that Customer supplies all information, documentation, and materials necessary to make such Enhancements. Customer acknowledges that any Enhancements which are created by K12 at the request of another licensee will not necessarily be made a part of any new Release for Customer under this Agreement.

(7) **Supported Release.** K12 shall provide the Support Services described above only in connection with a "Supported Release" of the Sapphire Software. A "Supported Release" refers to the then-current Release of the Sapphire Software, as designated by K12. The Supported Release includes the prior Release of the Sapphire Software, unless either: (i) the then-current Release is six (6) months old; or (ii) the then-current Release has been placed into production by Customer for sixty (60) days.

B. Customer Responsibilities. The Customer shall provide its own contact person(s) who are responsible for providing first-tier or primary support for the Sapphire Software to its Authorized Users. The Customer shall be responsible for the installation, testing, supervision, and management of corrected versions of the Sapphire Software and its Releases.

C. No Telephone Training. While telephone consulting is included as part of the Support Services, enabling corrective actions to be taken to the extent possible under such circumstances, Customer training by telephone is not provided as part of Support Services. Rather, on-site, telephone or internet-based training is a chargeable "Professional Service" under this Agreement based on a published daily rate.

9) K12 Warranty.

A. K12 Representations and Warranties. K12 represents and warrants to Customer that:

(1) K12 is a corporation or other recognized legal business or entity duly organized, validly existing, and in good standing under the Laws of the state in which it is incorporated, organized, and/or operating, this Agreement has been validly executed and delivered by K12, and the provisions set forth in this Agreement constitute legal, valid, and binding obligations of K12 which are enforceable in accordance with its terms;

(2) K12 has all requisite corporate power and authority to enter into this Agreement, and to conduct the transactions

contemplated by this Agreement.

(3) K12's execution and delivery of this Agreement and K12's performance or compliance with the terms of this Agreement will not conflict with, result in a breach of, constitute a default under, or require the consent (except as set forth herein) of any third party under any license, sublicense, lease, contract, agreement or instrument to which K12 is bound;

(4) the Sapphire Software made available to Customer by K12 under the terms of this Agreement when properly used for the purpose and in the manner authorized by this Agreement will substantially perform as described in the Documentation in all material respects; and

(5) the Services provided hereunder will be performed with reasonable care and skill by employees with the requisite knowledge and experience to perform them.

B. Warranty Exceptions. Notwithstanding **Section 9(A)**, warranty coverage shall not extend to circumstances in which any failure in the Sapphire Software is the result of hardware or software failure on the Customer end (whether server or work station related), any malicious action on the part of Customer or any third party gaining access to Customer's servers and/or work stations, including, but not limited to malware, computer viruses or other compromising of operating system, applications or system data, or any Hacking or other unauthorized access, disclosure, or use of Customer Information or Student Data. In fact, Customer acknowledges that, if its Authorized User(s) or any third party which is permitted access to the Sapphire Software introduces any malware or computer virus or otherwise takes any malicious or unauthorized action compromising the Sapphire Software, Customer may be subject to a claim by K12.

C. No Warranty for Third-Party Products. K12 may direct Customer to third parties having products or services that may be of interest to Customer for use in conjunction with the K12 Intellectual Property. Notwithstanding any K12 recommendation, referral or introduction, Customer will independently investigate and test third-party products and services and will have sole responsibility for determining any suitability for use of third-party products and services. K12 has no liability with respect to claims relating to or arising from Customer's or its Authorized Users' use of third-party products and services.

D. Limited Remedy. If Customer believes that K12 is failing to meet its warranty obligation under **Section 9(A)(4)**, above, Customer shall send K12 written notice of such claim ("**Warranty Claim**") and Customer's sole and exclusive remedy shall be that K12 shall repair or replace the Sapphire Software so that it substantially performs as described in the Documentation in all material respects. If K12 is unable to repair or replace the Sapphire Software within a reasonable period of time, notwithstanding Customer's obligations to timely pay any Fees due under this Agreement, K12 shall provide Customer with a refund of all Fees pre-paid with respect to the Subscription for the Sapphire Software that is the subject of the Warranty Claim.

E. DISCLAIMER OF WARRANTIES. EXCEPT AS DESCRIBED IN **SECTION 9(A)**, ABOVE, K12 MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SUBSCRIPTION, SAPPHIRE SOFTWARE, K12 INTELLECTUAL PROPERTY, OR OTHER PRODUCTS OR SERVICES PROVIDED BY K12 HEREUNDER. THE SAPPHIRE SOFTWARE, K12 INTELLECTUAL PROPERTY, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED BY K12 UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. K12 HEREBY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES RELATED TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE, AND NONINFRINGEMENT. K12 MAKES NO WARRANTY THAT THE SAPPHIRE SOFTWARE OR CUSTOMER'S USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. K12 DISCLAIMS ANY REPRESENTATION OR WARRANTY CONCERNING ANY PRESENT OR FUTURE USE, INTEGRATION OR COMPATIBILITY OF THE SAPPHIRE SOFTWARE OR OTHER K12 INTELLECTUAL PROPERTY LICENSED HEREUNDER WITH ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY K12 OR ANY THIRD PARTY. ANY USE OF THE SAPPHIRE SOFTWARE, K12 INTELLECTUAL PROPERTY, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED BY K12 UNDER THIS AGREEMENT IS AT LICENSEE'S SOLE RISK. EXCEPT AS SET FORTH IN THIS AGREEMENT, NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY K12 OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF K12'S OBLIGATIONS UNDER THIS AGREEMENT. CUSTOMER AGREES THE SAPPHIRE SOFTWARE, K12 INTELLECTUAL PROPERTY, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED BY K12 UNDER THIS AGREEMENT ARE NOT INTENDED TO REPLACE THE PROFESSIONAL SKILL AND JUDGMENT OF CUSTOMER AND ITS AUTHORIZED USERS. CUSTOMER ACKNOWLEDGES AND AGREES THAT K12 DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT VIRUSES, WORMS, TROJAN HORSES OR OTHER UNDESIRABLE DATA, SOFTWARE, OR UNAUTHORIZED USERS MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER INFORMATION, INCLUDING STUDENT DATA, AND CUSTOMER'S WEBSITES, COMPUTERS OR NETWORKS. K12 SHALL NOT BE LIABLE FOR SUCH ACTIVITIES, UNLESS THEY ARE CAUSED BY K12'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10) Customer Warranty.

A. Customer Representations and Warranty.

Customer represents and warrants to K12 that:

(1) Customer is a recognized legal business or entity duly organized, validly existing, and in good standing under the Laws of the state in which it is incorporated, organized, and/or operating, this Agreement has been validly executed and delivered by Customer, and the provisions set forth in this Agreement constitute legal, valid, and binding obligations of Customer which are enforceable against Customer in accordance with its terms;

(2) Customer has all requisite power and authority to enter into this Agreement, and to conduct the transactions contemplated by this Agreement; and

(3) Customer's execution and delivery of this Agreement and Customer's performance or compliance with the terms of this Agreement will not conflict with, result in a breach of, constitute a default under, or require the consent (except as set forth herein) of

any third-party under any license, sublicense, lease, contract, agreement or instrument to which Customer is bound.

B. LIMITATION. EXCEPT AS DESCRIBED IN **SECTION 10(A)**, CUSTOMER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ITS RECEIPT OF THE SUBSCRIPTION, SAPPHIRE SOFTWARE OR SERVICES FROM K12.

11) Third-Party Services

A. Import / Export Processing Fee. K12 will use commercially reasonable efforts to accommodate the needs of Customer in connection with the transfer of Customer Information from the Sapphire Software to a third-party product and/or service ("**Third-Party Service**") or vice versa. When incorporating the data transfer process through a push/pull method with the understanding that the import/export utility program already exists in the Sapphire Software utility library, K12 will charge Customer only for the processing time at its then current hourly rate for such Services. If the utility program does not exist in the Sapphire Software utility library, meaning that K12 has not done any import/export with that particular Third-Party Service, K12 will build the utility program based on specifications for the new Third-Party Service. K12 will assess the scope of the import/export project and will submit a proposal for written approval to Customer under a separate Work Order.

B. Customer Use of Third-Party Services. If Customer elects to use a Third-Party Service that is accessed through an integration from the Sapphire Software, the privacy policies and other terms and conditions applicable to the use of such Third-Party Service may differ from those applicable to the use of the Sapphire Software or the other K12 products and Services, and Customer's access to and use of any Third-Party Service shall be subject to such external policies and terms and conditions. To the extent that Customer's use of any Third-Party Service requires the transfer of, or access to, any Customer Information, including any Student Data, by the Third-Party Service: (i) Customer hereby expressly consents to such transfer and/or access upon written notice by Customer to K12 that Customer has an agreement with the provider of the applicable Third-Party Service; and (ii) K12 agrees to make such transfer or permit such access. K12 IS NOT AN AGENT OF ANY THIRD-PARTY SERVICE PROVIDER, AND MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ANY THIRD-PARTY SERVICE, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, ACCURACY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND K12 SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CLAIMS, EXPENSES, COSTS OR OTHER DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE THIRD-PARTY SERVICE OR CUSTOMER'S USE THEREOF.

12) Limitation of Liability

A. LIMITATION ON TYPE OF DAMAGES. IN NO EVENT SHALL K12 BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER THAT ARE SUFFERED BY CUSTOMER, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR GOODWILL, BUSINESS INTERRUPTIONS OR OTHER ECONOMIC LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY USE OF OR FAILURE TO BE ABLE TO USE THE SAPPHIRE SOFTWARE OR ANY OTHER K12 PRODUCTS OR SERVICES, EVEN IF K12 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. LIMITATION ON AMOUNT OF DAMAGES. K12'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL FEES THAT ARE PAID OR PAYABLE BY CUSTOMER TO K12 PURSUANT TO ANY ORDER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY.

C. EXCEPTIONS. THE LIMITATIONS SET FORTH IN **SECTIONS 12(A)** AND **12(B)** SHALL NOT APPLY TO: (i) THE AMOUNTS COVERED UNDER K12'S INDEMNIFICATION OBLIGATIONS TO CUSTOMER UNDER **SECTION 13**; AND (ii) A CLAIM FOR DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM ANY NEGLIGENT ACTS OR OMISSIONS ON THE PART OF K12 OR ITS EMPLOYEES DURING K12'S PROVISION OF THE SUBSCRIPTION, THE K12 INTELLECTUAL PROPERTY OR ANY SERVICES UNDER THIS AGREEMENT.

D. APPLICABILITY. OTHER THAN AS STATED IN **SECTION 12(C)**, THE LIMITATIONS SET FORTH IN THIS **SECTION 12** SHALL APPLY WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHERWISE, EVEN IF K12 HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND EVEN IF ANY OF THE LIMITED REMEDIES IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

13) Indemnification

A. K12 Indemnification. K12 will, at its own expense, defend, indemnify, and hold Customer and its Affiliates harmless from any action brought by an unaffiliated third party against Customer or its Affiliates, and pay any final judgment awarded or settlements entered into by K12 in such actions, solely to the extent that such action is based upon a claim that the K12 Intellectual Property (excluding any third party software or systems) infringes such third party's United States patents or copyrights or misappropriates the third party's trade secrets.

If the K12 Intellectual Property provided hereunder becomes, or in K12's opinion is likely to become, the subject of an infringement claim, K12 may, at its option and expense, either: (i) procure the right to continue using the same; (ii) replace or modify the same so that it becomes non-infringing; or (iii) if either (i) or (ii) is not commercially reasonable, terminate this Agreement upon ninety (90) days advance written notice to Customer and reimburse Customer for any pre-paid but unearned Fees and relieve Customer of its obligations to pay any Fees payable for the remainder of the Order Term for a Subscription for K12 Intellectual Property that is the subject of the claim. Notwithstanding the foregoing, K12 will have no obligation under this **Section 13** or otherwise with respect to any infringement claim based upon: (a) any use of the K12 Intellectual Property not in accordance with this Agreement; (b) any use of the K12 Intellectual Property in combination with products, equipment, software, content or data not supplied by K12; or (c) any use of any Release of the Sapphire Software other than the most current Supported Release made available to Customer. THIS ARTICLE 13 STATES K12'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS OR ACTIONS.

B. Customer. Customer will, at its own expense, defend, indemnify, and hold K12 and its Affiliates harmless from any action brought by a third party against K12 or its Affiliates, and will pay any final judgment awarded, or settlement entered into, in any such action, provided that such

action is based upon:

- (1) claims made against K12 or any of its Affiliates by Customer's Authorized Users, Parents, or other third parties due to any Hacking or the use of any unauthorized third party or any third-party product or service, including, without limitation, any artificial intelligence-based tools, automated technology, machine-learning processes, or any third-party vendor, software, application, or outsourced service provider to access or use the K12 Intellectual Property or other K12 products, software or services, or where there otherwise is no fault on the part of K12 as the basis for such claim, or
- (2) a claim that the Customer Information infringes any third party's United States patents or copyrights or misappropriates such third party's trade secrets.

If any Customer Information is or becomes, or in K12's opinion is (a) likely to become the subject of such a claim, or (b) indecent, obscene, threatening, libelous, slanderous, defamatory, illegal, or otherwise unlawful or tortious, including material that is harmful to children or violates third-party privacy or publicity rights, then K12 shall give Customer notice of the potential issue and K12 may, without liability under this Agreement, remove such Customer Information from the Sapphire Software until such time as the issue has been resolved.

C. Both Parties. In connection with performance of this Agreement, to the extent not prohibited by Law, each Party ("**Indemnifying Party**") agrees to indemnify, defend, and hold harmless the other Party, its Affiliates providing or receiving Services hereunder, and its and their respective officers, directors, employees, consultants and agents against any claim asserted by any third party for bodily injury or death or damage to tangible personal property to the extent the same was caused by the gross negligence or willful misconduct of the Indemnifying Party, its directors, officers, employees, authorized consultants, agents, or contractors and to the extent such indemnification is not covered by liability insurance.

D. Indemnification Conditions. The obligations in this **Section 13** are expressly conditioned upon the Party seeking defense or indemnification hereunder (the "**Indemnified Party**"): (i) giving the other Party (the "**Defending Party**") timely notice of any such action; (ii) giving the Defending Party sole control of the defense thereof, and any related settlement negotiations, provided that no claim shall be settled without the prior written consent of the Indemnified Party if it imposes any restrictions or obligations on the Indemnified Party or results in any admission or acknowledgement of liability, wrongdoing or fault on the part of the Indemnified Party; and (iii) providing reasonable cooperation and assistance to the Defending Party in the defense of such action. The Indemnified Party shall provide all reasonable cooperation with the Defending Party and its legal representatives in the investigation and defense of any claim subject to defense or indemnification under this **Section 13**, all at the reasonable expense of the Defending Party. The Indemnified Party shall have the right, but not the obligation, to be represented by counsel of its own selection and expense.

14) Compliance With Laws.

K12 agrees that it will not make available or distribute any Student Data in violation of the Federal Family Educational Rights and Privacy Act ("**FERPA**") or any state equivalent of FERPA and will, at all times, otherwise comply with all applicable Laws in providing a Subscription to the K12 Intellectual Property or any other K12 Services. Further, K12 will use commercially reasonable efforts to comply with Customer's privacy and security policy that is provided to it in writing by Customer with respect to the use and security of any Student Data that is stored by the Sapphire Software so long as such privacy and security policy complies with Law and is reasonable in its obligations to Students with respect to the handling of Student Data.

Customer agrees that it will not make available or distribute any Student Data in violation of FERPA or any state equivalent of FERPA and will, at all times, comply with all applicable Laws in using the Sapphire Software, other K12 Intellectual Property, or any other K12 Services.

Further, Customer acknowledges and agrees that: (i) it is responsible for obtaining any consents that may be required from a Parent in order for Customer to post Student Data in any community portal or otherwise on or through the Sapphire Software or other K12 Intellectual Property; and (ii) by granting user identifications, passwords, or other access information to Authorized Users including but not limited to Parents, Customer controls, defines and manages access to Customer Information and related records and data that will be used within the Sapphire Software, including Student Data. Customer further agrees that it is responsible for: (a) compliance with all foreign and domestic privacy and student record Laws that may be applicable to Customer's use of the Sapphire Software or any other K12 Intellectual Property, products, software and Services; (b) securing all necessary prior consents (if any are required) for the collection, storage and use of Customer Information, including Student Data, education records, or other data and personal information within the Sapphire Software or any other K12 Intellectual Property, products, software and Services; and (c) the creation of, and compliance with, applicable policies regarding the access and use by Customer's Authorized Users, including Parents, of Student Data or other personal information stored on the Sapphire Software.

15) Cooperation

K12 shall not be responsible for any delay in, or inability to perform, any Services that results from a delay or failure in performance by Customer. Customer will make its management and technical personnel reasonably available to work with K12 and perform those activities described as Customer's responsibility in this Agreement or any Order.

16) On-Site Visits; Customer Escort.

At the Customer's request, one or more K12 employees will appear on site at a Customer facility in order to attend meetings or training sessions with Customer personnel; however, in such case, Customer acknowledges that K12 does not wish for any of its K12 employees to have any contact with students while working on site and, in this respect, Customer agrees that it will assign a Customer representative to always be present and serve as an escort for any on-site K12 employee ("**Customer Escort**") in order to help the K12 employee navigate Customer's facilities or attend a meeting or training session, and that the Customer Escort will serve as an interface between the K12 employee and any students that might be in the vicinity and try to initiate contact with the K12 employee.

17) Data Conversion.

Data shall be converted to a required format for the Sapphire Software. K12 shall use commercially reasonable efforts to ensure that the integrity of original data is not compromised during the conversion process.

18) Other Software.

Customer acknowledges that certain features of the Sapphire Software may permit access to or use of the Sapphire Software from mobile and/or other handheld devices that may require the document load of a separate application to promote ease of access to the Sapphire Software. In such case, Customer and/or its Authorized Users or Parents may need to agree to separate application terms that appear upon download of any such separate application.

19) Customer Operational Responsibilities.

Customer acknowledges it has independently determined that the Sapphire Software and other K12 Intellectual Property and the Services ordered and licensed or acquired, as applicable, under this Agreement, based on the representations and warranties in this Agreement, meet its requirements and the requirements of its Authorized Users and Parents at various office and building sites.

Customer has sole responsibility for use of the Sapphire Software, including operating procedures, audit controls, accuracy and security of input and output data, restart and recovery routines, and other procedures necessary for Customer's intended use of the Sapphire Software in providing services to its Parents and other Authorized Users.

K12's Sapphire Software is an "Off-the-Shelf" design whose rules are intended to support generic national norms and standards of many customers. Tools are provided with the Sapphire Software to enable customization of Reports, addition of new data fields, and other locally desired variations.

Except for the initial training to be supplied by K12, as specified in an Order, Customer shall be responsible for: (i) keeping its personnel and other Authorized Users educated and trained in the proper use and operation of the Sapphire Software; and (ii) ensuring that the Sapphire Software is used in accordance with applicable K12 Documentation.

20) Audit

K12 reserves and Customer acknowledges and grants to K12 the right to audit Customer's access to, and use of, the K12 Intellectual Property, up to once per year, following reasonable prior notice, at K12's expense. Customer shall provide K12's employees, representatives, and agents with access to the Sapphire Software and such modifications, additions, attachments, alterations, and additional computer programs for the purpose of conducting such audit during Customer's normal business hours, provided that such audit shall not disrupt Customer's normal operations and activities. Audit times shall be at a time approved by Customer (such approval not to be unreasonably withheld or delayed).

21) Force Majeure

With the exception of a Party's payment obligations, neither Party shall be considered to be in default for any failure or delay in performance under this Agreement that is due to causes beyond its reasonable control, including without limitation, any unavailability of utilities, telecommunications failures, or emergency requirements of the government or any military authority; provided that the Party invoking this **Section 21** provides prompt written notice to the other Party and uses commercially reasonable efforts to resume its performance as required under this Agreement.

22) Sovereign Immunity

Nothing herein shall be deemed a waiver of any immunity provided to Customer by applicable Law, including, but not limited to, the Political Subdivisions Tort Claims Act.

23) Notice

A. General. Unless expressly stated otherwise herein, any notice, demand, request or delivery required or permitted to be given by a Party pursuant to this Agreement shall be in writing and in each case addressed to the receiving Party or as subsequently modified by the receiving Party pursuant to written notice to the other Party. Notices shall be effective upon receipt and shall be deemed to be received as follows: (a) when delivered personally, (b) if delivered by nationally recognized overnight courier, effective the business day following the date of shipment, or (c) if by U.S. mail (certified or registered mail return receipt requested, postage prepaid) the earlier of actual receipt or three business days from the date deposited in the mail.

B. Legal Notice to K12. Unless hereinafter changed by written notice to Customer, any notice to K12 required by **Section 2(C)**, **Section 6(B)**, and/or **Section 13(D)** shall be delivered or mailed to:

SapphireK12 Inc. d/b/a Sapphire Software
Two Windsor Plaza
7540 Windsor Drive, Suite 314
Allentown, PA 18195

24) Dispute Resolution & Arbitration

In the event of any dispute, claim or controversy between the Parties arising out of or relating to this Agreement or the breach thereof (each, a "Dispute"), including any Dispute regarding invoices, the Parties shall first attempt to resolve the Dispute without formal proceedings through a telephone conference between K12's designated representative and Customer's designated representative. If the Parties do not reach a solution within a period of thirty (30) days, then upon notice by either Party to the other, the Dispute shall be finally determined and settled by binding arbitration to be conducted in Philadelphia, Pennsylvania, USA. The arbitration will take place before a panel of three (3) arbitrators. Within thirty

(30) days of the commencement of the arbitration, each Party may designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the Parties will then select a third arbitrator. The arbitrators will have an appropriate background in the same or related industries to reasonably prepare them to decide a Dispute related to the Sapphire Software and other products or Services provided under this Agreement. The arbitration will be conducted in accordance with the rules and procedures of the American Arbitration Association and the terms of this **Section 24**. The powers of the arbitrators shall include the granting of injunctive relief. The Parties agree to permit reasonable discovery proceedings, including depositions, prior to the arbitration hearing as determined by the arbitrators, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The Parties agree that the arbitrators shall have no jurisdiction to consider evidence with respect to or render an award or judgment for punitive damages (or any other amount awarded for the purpose of imposing a penalty), or for any exemplary, special, incidental, or consequential damages. The arbitrators may, in their discretion, award all costs of the arbitration, including arbitrator's fees, arbitration filing fees, travel costs of witnesses, costs of depositions, and reasonable attorneys' fees to the prevailing Party; provided, however, that the arbitrators' award for the costs of the arbitration shall not exceed the actual amount paid by the prevailing Party. Any award granted in arbitration may be confirmed in any court having jurisdiction. The Parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by Law, except the Parties agree that disclosure is permitted to a Party's auditors and legal advisors. By agreeing to arbitration, the Parties understand and agree that they are waiving any rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle any Disputes.

25) Governing Law

This Agreement and all related Disputes between the Parties shall be construed under and controlled by the laws of the Commonwealth of Pennsylvania, excluding its choice of law principles that would require the application of the Laws of another jurisdiction. The Parties hereby consent to the exclusive jurisdiction and venue of the federal and state courts in the Commonwealth of Pennsylvania, USA for any claims raised in relation to Disputes that are not resolved through the arbitration procedures described in **Section 24**, above. Each Party hereby waives any claim that any legal proceeding brought in accordance with this section has been brought in an inconvenient forum or that the venue of that proceeding is improper. In no event shall this Agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods.

26) Non-Solicitation

The Customer agrees that, without K12's prior written consent, Customer will not, during the Term of this Agreement and for a period of three (3) years after expiration or termination of this Agreement, employ or use the services of any person (whether as an officer, director, shareholder, partner, employee, agent, consultant or independent contractor) who was a K12 employee or developer and who provided services to Customer on behalf of K12 during the Term of the Agreement.

In the event the Customer breaches this provision, K12 shall be entitled to liquidated damages as calculated herein to compensate K12 for locating, recruiting, hiring, and training a replacement person. K12's liquidated damages shall be a sum equal to two (2) times the gross annual compensation of the person who the Customer has wrongfully hired or engaged. Gross annual compensation means twelve (12) times the wrongfully hired person's last full month's compensation from K12, including pro rata bonuses and benefits without set off for any sums due K12. The Parties agree and acknowledge that this amount is a reasonable, liquidated amount and not a penalty.

27) Assignment

Neither Party shall assign or otherwise transfer this Agreement, or any of its rights and obligations under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that K12 may assign this Agreement or any of its rights or obligations arising under this Agreement to an Affiliate, a third-party that is purchasing all or substantially all of its assets, or an entity that is a surviving entity as a result of a merger or other change of control. Any attempted assignment or transfer except as permitted herein will be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

28) Disaster Recovery Plan

K12 shall have in place a disaster recovery plan that will appropriately provide for the reasonable recovery and resumption of the Sapphire Software and its Services in the event of a Disaster (a "**Disaster Recovery Plan**"). The Disaster Recovery Plan shall be appropriately tailored to coordinate with and supplement the disaster recovery and business continuity plans of Customer with regard to its applicable business operations, and K12 shall at all times maintain such Disaster Recovery Plan in force and effect, performing the tasks and activities described therein, and adhering to the policies, practices, and procedures set forth therein, as necessary and appropriate for compliance with applicable Laws in the provision of the Sapphire Software.

29) Miscellaneous

A. Entire Agreement. This Agreement, including each Order and any schedules or exhibits thereto, sets forth the entire understanding of the Parties with respect to the subject matter covered by the Agreement and supersedes any and all prior and contemporaneous understandings, representations, proposals, communications and agreements, whether written or oral, between the Parties with respect to such subject matter. If there is any conflict or ambiguity between the Agreement itself and any Order, then the Agreement shall control, but solely to the extent of the conflict or ambiguity.

B. Amendments. This Agreement may only be amended in a writing executed by both Parties.

C. Invalid Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid or unenforceable in any respect for any reason, then that particular provision or portion notwithstanding, the remaining provisions of this Agreement shall not be in any way impaired.

D. Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the Party granting the waiver. The failure of either Party to enforce any of the provisions of this Agreement, or to enforce any rights with respect thereto, shall in no way be considered a waiver of such provisions or rights, or in any way affect the validity of this Agreement. The failure by any Party hereto to enforce any such provisions or rights also shall not prejudice such Party from later enforcing or

exercising the same or any other provisions or rights which it may have under this Agreement.

E. Captions and Headings. The captions and headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define the scope or content of this Agreement or the construction of any provision hereof or of any document or instrument referred to herein.

F. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

G. Execution and Delivery. Execution and delivery of this Agreement may be evidenced by facsimile or PDF transmission.

The persons executing this Agreement for and on behalf of the Parties hereto represent that they are fully authorized to do so for and on behalf of their respective principals and that they have read, understood, and agreed to the terms and conditions of this Agreement, intending to be legally bound.

SapphireK12, Inc.	Roberto Clemente Charter School
Signature:	Signature:
Name Printed: Ms. Brenda Shahpari Azar	Name Printed:
Title: President/CEO	Title:
Date:	Date:

Schedule A

"Affiliate(s)" shall mean any individual, corporation, or other business entity which, either directly or indirectly, controls a Party, is controlled by that Party, or is under common control with that Party. As used herein, "control" means possession of the power to direct, or cause the direction of, the management and policies of a corporation or other entity whether through the ownership of voting securities, by contract, or otherwise.

"Agreement" shall mean this Software License and Services Agreement, any applicable Orders, and any exhibits, schedules, or amendments thereto.

"Authorized Users" shall mean Customer's administrators, faculty, and staff, including teachers, counselors, coaches and nurses, Non-Employee Staff, Third-Party Computer Consultants, and Parents who Customer permits to have access to the K12 Intellectual Property.

"Customer Information" shall mean any information, documents and/or data that is received by K12 from Customer or its Authorized Users and loaded into the Sapphire Software or is uploaded by Customer or its Authorized Users into the Sapphire Software, including any Student Data.

"Deliverables" shall mean any deliverables or other work product to be provided to Customer by K12 hereunder, including any deliverables as described in an Order.

"Derivative Work" shall mean a work based upon one or more preexisting works or any other form or medium in which a work may be recast, transformed, or adapted. A work consisting of editorial revisions, annotations, elaborations, or other modifications which, as a whole, might represent an original work of authorship, is still Derivative Work.

"Disaster" shall mean a force of nature or other circumstances reasonably outside of the control of the Parties which has catastrophic consequences on the Sapphire Software and K12's Services.

"Documentation" shall mean written manuals and other materials providing a description of the functionality of the Sapphire Software.

"Enhancement" shall mean additional functionality not previously present in the Sapphire Software that is ordered by Customer. For the avoidance of doubt, an "Enhancement" shall not include different Releases, modules, or product offerings of Sapphire Software.

"Intellectual Property Rights" shall mean all rights to any inventions (whether or not patentable), works of authorship (whether or not subject to protection under copyright Law), moral rights, mask works, trademarks, service marks, trade names, trade dress, trade secrets, rights of publicity or privacy, and any other subject matter protected under intellectual property Laws, whether registered or not.

"Law(s)" shall mean any national, regional, state, or local law, statute, rule, regulation, code, ordinance, administrative ruling, judgment, decree, order, or directive of any jurisdiction applicable to this Agreement or the Subscription or Services.

"License Parameters" shall mean any specific limitation on a License as stated in an Order, including, for example, number of Students.

"Order" shall mean an ordering document that is signed by the Parties and sets forth any Subscription(s) and Services purchased by Customer, and any pricing or other special terms for the applicable Subscription or Services. The term "Order" may include a "Subscription Order" or a "Work Order."

"Parents" shall mean the adult parents or legal guardians of the students who are attending school at Customer's facilities.

"Professional Services" shall include initial setup and configuration services, implementation services, training services and any other services specified in an Order for which there is a separate charge.

"Reports" shall mean federal and state reports.

"Sapphire Software" shall mean the Sapphire Software computer system (including, but not limited to, software, hardware, interfaces, other components, and access to support components such as help desk) used by K12 to deliver software and content over the Internet aimed at Kindergarten through 12 grade school environments for administrative purposes and to otherwise provide Services to Customer, and any Updates or Enhancements to the Sapphire Software that K12 decides to generally make available to all of its customers.

"Services" shall mean Support Services or Professional Services.

"Student Data" shall mean data about the students, including personal information and performance information.

"Students" shall mean the children in kindergarten through 12th grade that are attending school at Customer's facilities.

"Setup Period" shall mean the period from the Order Effective Date to the actual go-live date that is set forth in a Subscription Order.

"Subscription" shall mean a License right granted under **Section 3(A)** of the Agreement for a Subscription Period in return for an annual Fee paid as described in **Section 7** of the Agreement.

"Subscription Order" shall mean an Order that is signed by the Parties and sets forth any applicable Subscription(s) and related Services which are licensed to or purchased by Customer, and pricing or other special terms for the Subscription.

“Subscription Period” shall mean the Initial Subscription Period and any Renewal Order Terms set forth in a Subscription Order.

“Support Services” shall mean hotline support, access to K12’s FTP site for downloading of Documentation and other resources, year-end federal and state Report changes, and Updates and Enhancements that K12 generally makes available to all its customers. Support Services may be included in the fixed price for a Subscription but may incur a separate charge as stated in an Order.

“Templates” shall mean proprietary content and data structures pertaining to the output of the Sapphire Software, including Reports.

“Update” shall refer to bug fixes, patches and corrections that are made to the Sapphire Software.

“Work Order” shall mean any Order pertaining to Professional Services that is signed by the Parties and sets forth the details or terms of the work, including the time frame for Professional Services, responsibilities of the Parties, Deliverables and/or pricing.

Any capitalized term that is not otherwise defined in this Schedule A shall have the meaning that is given to it elsewhere in the Agreement.



SUBSCRIPTION ORDER

This is a Subscription Order for a Subscription, and Services, pursuant to the terms of the Subscription and Service Agreement with an Agreement No. set forth in Section 1 below, by and between SapphireK12 Inc. ("**K12**") and the party set forth below ("**Customer**"), and all duly executed amendments and addenda to the same to date ("**Agreement**").

All the terms and conditions of the Agreement shall continue in full force and effect except as supplemented and/or amended by the terms of this Subscription Order. Any capitalized term not otherwise defined herein shall have the meaning that is given to it in the Agreement.

This Subscription Order is effective upon (a) the execution, including by counterparts, by K12 and Customer of the Agreement and this Subscription Order and (b) the date of K12's acceptance of the executed documents ("**Order Effective Date**"), which such date Customer agrees shall be entered by K12 as the "**Order Effective Date**" above.

1. DESIGNATED REPRESENTATIVES.

Agreement Number	RCCS2021
Customer	Roberto Clemente Charter School
Address	131 W. Hamilton Street
Address	Allentown, PA 18101
Contact	Mr. Jose Molina Jr.
Telephone	(610) 439-5181 Ext. 544

2. SELECTION OF SAPPHIRE SOFTWARE FOR SUBSCRIPTION

Customer will acquire a Subscription for the Sapphire Software specified in **Table 1** below in accordance with the License terms set forth in the Agreement and any License Parameters that are identified in **Table 1** below as more fully described in this Subscription Order:

Table 1	
Application	License Parameters
A. Sapphire Suite Software Student Information System • Family Management • Demographics • Enrollment Tracking • Attendance • Grading • Report Cards • Discipline • Transcripts • Fee Tracking • Athletic Eligibility • Graduation Progress	
A.1 Sapphire Scheduling • Master Schedule Builder • College Style Interactive Scheduling	
A.2 Sapphire Curriculum Builder	
A.3 Sapphire On-Line Registration	
A.4 Sapphire Attendance Scanner	
A.5 Sapphire Communication Manager	
A.6 Sapphire Online Student Data Verification	
A.7 Sapphire Student Document Center	
A.9 Sapphire Community Portal	
A.8 Sapphire Learning Management System	
A.10 Sapphire Student Backpack	
A.11 Sapphire School Nurse Health System	
A.12 Sapphire Special Services • IEP Writer / 504 / Gifted • Sapphire Educational Development Designer • Intervention – MTSS • Truancy Program	
A.13 Sapphire Report Writer • Data Exchange & Management	
A.14 Sapphire Mobile	
A.15 PA State & Federal Reports (PIMS, PVAAS, CRDC & SHARRS)	
A.16 Sapphire Data Mining- Assessment Tracker	
A.17 Sapphire Notification System	

3. ORDER TERM.

Setup Period: Order Effective Date through July 1 of the first calendar year referenced in **Table 2** below.

The term of the Subscription Order shall commence upon the Order Effective Date and, unless terminated earlier in accordance with the terms of the Agreement or the Subscription Order, continue for a Setup Period stated above and then the calendar year period of July 1 through June 30 for each of the calendar years referenced in **Table 2** below (hereinafter, the “**Initial Subscription Period**”) (hereinafter, the Setup Period and the Initial Subscription Period shall be referred to as the “**Initial Order Term**”) at which time, unless otherwise stated herein, the Subscription Order will automatically renew until the next calendar anniversary of the date of termination of the Initial Subscription Period (each, a “**Renewal Order Term**”, which will be the same period as an annual “**Renewal Subscription Period**”) (hereinafter, the Initial Order Term and each Renewal Order Term shall be referred to as an “**Order Term**” and the Initial Subscription Period and each Renewal Subscription Period shall be referred to as a “**Subscription Period**”) unless either Party sends the other Party written notice that it does not wish to renew more than thirty (30) days prior to the expiration of the then current Order Term.

Table 2	
Calendar Years (July 1 through June 30)	Subscription Fee
2026-2027	\$ 24,402.00
2027-2028	\$ 24,402.00
2028-2029	\$ 24,402.00
2029-2030	\$ 24,402.00

4. SUBSCRIPTION FEES AND SUPPORT SERVICES FEES.

Customer agrees to pay (i) the non-refundable Subscription Fees for each calendar year of the Initial Subscription Period as set forth in **Table 2** above and (ii) the non-refundable Fees for Support Services provided during the Initial Subscription Period for each calendar year of the Initial Subscription Period as set forth in **Table 3** below:

Table 3	
Calendar Years (July 1 through June 30)	Support Services Fee
2026-2027	\$ 1,060.00
2027-2028	\$ 1,060.00
2028-2029	\$ 1,060.00
2029-2030	\$ 1,060.00

K12 agrees that the Sapphire Software modules described in **Table 1**, Documentation and Templates, including PA State Reports that are licensed under **Section 3(A)** of the Agreement (**Grant of License from K12 to Customer**) are included in the Subscription Fee in **Table 2** above. Updates and Enhancements for these modules that are licensed under **Section 3(A)** of the Agreement (**Grant of License from K12 to Customer**) are included with the Support Services Fee noted in **Table 3** above.

5. PROFESSIONAL SERVICES DURING SET-UP PERIOD AND FEES FOR PROFESSIONAL SERVICES.

During the Setup Period, the Parties agree that the Professional Services set forth in **Table 4** below will be provided during setup for the time specified in **Section 3** above and billed at the amounts set forth in **Table 4** below. If additional Professional Services beyond what is specified in the **Table 4** below is necessary, the same will be set forth in a separate Work Order pursuant to K12's hourly rates in effect at the time that such work is requested. If requested by Customer, K12 will provide Customer with a schedule of such current hourly rates in effect.

Table 4		
Professional Services	Description	Initial Fee
Block of Time	Block of Time may be purchased in \$2500 increments and used for any Professional Services purchased. Block of Time includes 10% discount on all services at time of invoicing.	
Total		

- Customer is responsible for reimbursing SapphireK12 for all travel related expenses (including meals and lodging as required) associated with on-site installation, training, or support services. Customer will be billed an amount equal to the *actual* costs incurred by SapphireK12. Customer will be provided with supporting documentation upon request (bills / receipts) for the billed costs.

Additional training can be purchased at the rate of \$1000.00 per day.

6. Termination.

Customer can decide to terminate this Subscription Order by sending K12 written notice that it intends to terminate this Subscription Order more than thirty (30) days prior to the expiration of the then current Order Term for this Subscription Order (a/k/a the then current Subscription Period). If Customer fails to send K12 written notice that it intends to terminate the Subscription Order more than thirty (30) days prior to the expiration of the current Order Term for this Subscription Order (a/k/a the then current Subscription Period), Customer will be deemed to have accepted the monthly fees for the Subscription for the Renewal Order Term for this Subscription Order (a/k/a the Renewal Subscription Period).

7. Acceptance

Customer (1) accepts this Subscription Order; (2) places the above Subscription Order pursuant to the Agreement; and (3) acknowledges receipt of all Schedule(s) referenced herein.

SapphireK12, Inc.	Roberto Clemente Charter School
Signature:	Signature:
Name Printed: Ms. Brenda Shahpari Azar	Name Printed:
Title: President/CEO	Title:
Date:	Date:

J&J ABATEMENT AND DEMOLITION LLC

2121 Grove Street, Allentown, PA 18104

Phone: 484-664-0462 | jjasbestosdemo@gmail.com | jjabatement.com

PA Asbestos Contractor Certification #: 063191 | PA Registration #: PA177794

ASBESTOS ABATEMENT ESTIMATE

Date: April 8, 2026

Estimate #: 006

Customer:

Roberto Clemente Charter School (RCCS)

131 W. Hamilton Street

Allentown, PA 18101

Attn: Mr. Jim Devereaux

PROJECT DESCRIPTION

Full removal of asbestos-containing thermal system insulation (TSI) from piping and elbows across all listed areas, regardless of prior repair classification.

ITEMIZED COST BREAKDOWN (\$25 / LF)

Boiler Room LL12A: 110 LF x \$25 = \$2750

Alcove LL13A: 18 LF x \$25 = \$450

Toilets LL13 & LL14: 16 LF x \$25 = \$400

Lunchroom LL1 East Wall: 15 LF x \$25 = \$375

Lunchroom LL1 Above Ceiling: 25 LF x \$25 = \$625

East Corridor: 55 LF x \$25 = \$1375

Storage LL7: 76 LF x \$25 = \$1900

Storage LL8: 38 LF x \$25 = \$950

I.T. Storage LL10: 60 LF x \$25 = \$1500

Storage 104: 6 LF x \$25 = \$150

Storage 105: 35 LF x \$25 = \$875

Custodian Closet 113: 12 LF x \$25 = \$300

Storage 204: 6 LF x \$25 = \$150

Storage 205: 35 LF x \$25 = \$875

Subtotal: \$14,675

PADEP Filing Fee: \$300

TOTAL PROJECT COST: \$14,975

FULL SCOPE OF WORK

- Containment setup (poly barriers & critical seals)
- Negative air machines with HEPA filtration
- Full PPE for all workers
- Wet removal methods to control fibers
- Safe removal of pipe insulation & elbows
- Double-bagging and proper labeling
- Transport to licensed disposal facility
- Final HEPA vacuum and cleaning
- Final visual inspection

PAYMENT TERMS

50% deposit required prior to start. 50% due upon completion.

CHANGE ORDER

Any additional work outside of scope or hidden conditions will require written approval and may increase cost.

PRICE MATCH GUARANTEE INCLUDED

Customer Signature: _____

Company Signature: _____

ROBERTO CLEMENTE CHARTER SCHOOL, INC.

RESOLUTION NO. 2026-002
A RESOLUTION CONFIRMING THE OFFICIAL INTENT TO USE TAX-EXEMPT DEBT FOR REIMBURSEMENT EXPENDITURES

WHEREAS, the Board of Trustees (the “**Board**”) of the Roberto Clemente Charter School, Inc. (the “**School**”) proposes to undertake a capital project (collectively the “**Project**”) consisting of: the acquisition, construction, renovation, and equipping of a school facility located at 2236-2280 S. 12th Street, Allentown, Lehigh County, Pennsylvania, having Tax Parcel I.D. No. 640508780773-1 (the “**Property**”).

WHEREAS, the School intends to finance the Project and related financing costs with tax-exempt debt (the “**Bonds**”);

WHEREAS, the School expects to pay all or a portion of the costs of the Project (the “**Reimbursement Expenditures**”) prior to the issuance of the Bonds and reasonably expects that certain of the proceeds of the Bonds will be used to reimburse the Reimbursement Expenditures; and

WHEREAS, this Resolution is intended to constitute a statement of “Official Intent” pursuant to Treasury Regulation §1.150-2.

NOW THEREFORE, THE SCHOOL, BY ITS BOARD, MAKES THE FOLLOWING DECLARATIONS OF OFFICIAL INTENT:

1. The School finds and determines that the foregoing recitals are true and correct.
2. In accordance with Treasury Regulation §1.150-2, the School hereby states its official intent that a portion of the proceeds of the Bonds will be used to reimburse itself for Reimbursement Expenditures. This declaration does not bind the School to make any expenditure, incur any indebtedness, or proceed with the Project.
3. The School intends to reimburse itself for Reimbursement Expenditures through the incurrence of tax-exempt debt to be evidenced by the Bonds. All expenditures to be reimbursed will be capital expenditures (as defined in Treasury Regulation §1.150-1(b)) or certain other expenditures qualifying pursuant to Treasury Regulation §1.150-2(f).
4. The maximum principal amount of the Bonds expected to be issued for the Project and to reimburse the Reimbursement Expenditures is \$30,000,000, including the costs of issuance of the Bonds, but exclusive of original issue discount.

5. Once the Bonds are issued, the School shall allocate, or cause to be allocated, Bond proceeds to reimburse the Reimbursement Expenditures; provided that, except as permitted under Treasury Regulation §1.150-2(f), such costs to be reimbursed were paid not more than 60 days prior to the date hereof. Such allocation shall specifically identify the actual expenditure to be reimbursed and shall occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service, but in no event more than three (3) years after the expenditure is paid.

DULY ADOPTED this 19th day of May 2026 by the Board of Trustees of the Roberto Clemente Charter School, Inc., in a lawful session duly assembled, this Resolution is intended to constitute a statement of “Official Intent” pursuant to Treasury Regulation §1.150-2.

ROBERTO CLEMENTE CHARTER SCHOOL, INC.

By: _____

Dr. Lynn Columba
President of the Board of Trustees

ATTEST:

By: _____

Mr. Alex Rolón
Secretary of the Board of Trustees

Roberto Clemente Charter School

Budget
2026/2027Revenue
General Fund

2026-2027 Budget	2025-2026 Budget	Variance
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6000 Local Sources

6500	Interest	\$ 30,000	\$ 15,000	\$ 15,000
6700	School Activities	\$ 5,300	\$ 4,000	\$ 1,300
6830	Pass-Through Federal Funds	\$ 69,000	\$ 66,000	\$ 3,000
6920	Grants & Contributions-Private Sources	\$ 500	\$ 1,505	\$ (1,005)
6944	NonSpecial Education	\$ 7,852,600	\$ 7,909,400	\$ (56,800)
6944	Special Education	\$ 2,757,600	\$ 2,244,000	\$ 513,600
6990	Refunds & Miscellaneous	\$ 1,500	\$ 6,000	\$ (4,500)
Total Local Sources		\$ 10,716,500	\$ 10,245,905	\$ 470,595

7000 State Sources

7200	Specific Educational Programs	\$ 40	\$ -	\$ 40
7320	Lease Reimbursement	\$ 89,000	\$ 91,500	\$ (2,500)
7330	Health Services	\$ 11,000	\$ 11,000	\$ -
7360	Safe Schools	\$ 71,090	\$ 92,270	\$ (21,180)
7530	Ready To Learn Block Grants	\$ 28,546	\$ 28,546	\$ -
				\$ -
Total State Sources		\$ 199,676	\$ 223,316	\$ (23,640)

8000 Federal Sources

8514	Title I	\$ 504,009	\$ 513,368	\$ (9,359)
8515	Title II	\$ 35,000	\$ 36,966	\$ (1,966)
8516	Title III	\$ 38,000	\$ 31,800	\$ 6,200
8517	Title IV	\$ 35,000	\$ 35,300	\$ (300)
8740	ESSER II/III (CRRSA/ARP)	\$ -	\$ -	\$ -
8750	ESSER III Set-Aside (ARP)	\$ -	\$ -	\$ -
Total Federal Sources		\$ 612,009	\$ 617,434	\$ (5,425)

Special Revenue Fund

Athletic Program

6740	Fees	\$ -	\$ -	\$ -
6750	Fundraising	\$ 2,000	\$ -	\$ 2,000
6790	Miscellaneous	\$ -	\$ -	\$ -
Total Athletic Program		\$ 2,000	\$ -	\$ 2,000

Enterprise Fund

Food Service

6620	Sales (Non-Reimbursable Programs)	\$ 8,000	\$ 10,500	\$ (2,500)
6920	Grants & Contributions-Private Sources	\$ -	\$ -	\$ -
7600	State Sources	\$ 17,500	\$ 16,500	\$ 1,000
8530	Federal Sources	\$ 623,800	\$ 561,900	\$ 61,900
Total Food Service		\$ 649,300	\$ 588,900	\$ 60,400

Total Revenue	\$ 12,179,485	\$ 11,675,555	\$ 503,930
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Assigned Funds For Appropriation	\$ 80,000	\$ 42,000	\$ 38,000
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Roberto Clemente Charter School

Budget 2026/2027

Expenses-General Fund

Instruction

1100 Regular Programs

		2026-2027 Budget	2025-2026 Budget	Variance
100	Salaries	\$ 2,939,029	\$ 2,848,226	\$ 90,803
200	Benefits	\$ 1,478,329	\$ 1,426,231	\$ 52,098
300	Contracted Professional & Technical Services	\$ -	\$ 40,000	\$ (40,000)
400	Property Services	\$ 7,500	\$ 9,000	\$ (1,500)
500	Other Services	\$ 24,495	\$ 16,495	\$ 8,000
600	Supplies	\$ 236,220	\$ 154,800	\$ 81,420
700	Property-Capitalized Expenditures	\$ 78,400	\$ 69,124	\$ 9,276
800	Fees/Other	\$ 13,300	\$ 10,700	\$ 2,600
Total Regular Programs		\$ 4,777,273	\$ 4,574,576	\$ 202,697

1200 Special Programs

100	Salaries	\$ 338,804	\$ 322,419	\$ 16,385
200	Benefits	\$ 147,386	\$ 150,849	\$ (3,463)
300	Contracted Professional & Technical Services	\$ 318,000	\$ 273,000	\$ 45,000
500	Other Services	\$ -	\$ -	\$ -
600	Supplies	\$ 11,475	\$ 8,800	\$ 2,675
700	Property-Capitalized Expenditures	\$ -	\$ -	\$ -
Total Special Programs		\$ 815,665	\$ 755,068	\$ 60,597

1400/1600/1700 Other Programs & Adult Education

100	Salaries	\$ 82,300	\$ 82,300	\$ -
200	Benefits	\$ 20,472	\$ 21,847	\$ (1,375)
300	Contracted Professional & Technical Services	\$ 3,900	\$ 3,900	\$ -
500	Other Services	\$ 17,000	\$ 17,500	\$ (500)
600	Supplies	\$ 2,270	\$ 2,000	\$ 270
700	Property-Capitalized Expenditures	\$ -	\$ -	\$ -
Total Other & Adult Ed Programs		\$ 125,942	\$ 127,547	\$ (1,605)

Support Services

2100 Student Support Services

100	Salaries	\$ 276,786	\$ 266,624	\$ 10,162
200	Benefits	\$ 119,243	\$ 121,390	\$ (2,147)
300	Contracted Professional & Technical Services	\$ 10,000	\$ 40,000	\$ (30,000)
500	Other Services	\$ 1,200	\$ 1,300	\$ (100)
600	Supplies	\$ 22,500	\$ 15,350	\$ 7,150
700	Property-Capitalized Expenditures	\$ -	\$ -	\$ -
Total Student Support Services		\$ 429,729	\$ 444,664	\$ (14,935)

Roberto Clemente Charter School

Budget 2026/2027

Expenses-General Fund

Support Services

2220 Instructional Staff Support Services-Technology

		2026-2027 Budget	2025-2026 Budget	Variance
100	Salaries	\$ 287,782	\$ 279,360	\$ 8,422
200	Benefits	\$ 184,083	\$ 170,727	\$ 13,356
300	Contracted Professional & Technical Services	\$ -	\$ -	\$ -
400	Property Services	\$ 2,000	\$ 2,000	\$ -
500	Other Services	\$ 500	\$ 500	\$ -
600	Supplies	\$ 15,600	\$ 14,150	\$ 1,450
700	Property-Capitalized Expenditures	\$ -	\$ 1,500	\$ (1,500)
800	Fees/Other	\$ 500	\$ 500	\$ -
Total Staff Support-Technology		\$ 490,465	\$ 468,737	\$ 21,728

2250-2270 Instructional Staff Support Services-Library/Curriculum & Staff Development

100	Salaries	\$ 132,130	\$ 75,298	\$ 56,832
200	Benefits	\$ 102,044	\$ 55,054	\$ 46,990
300	Contracted Professional & Technical Services	\$ 61,715	\$ 37,850	\$ 23,865
400	Property Services	\$ -	\$ -	\$ -
500	Other Services	\$ 2,700	\$ 2,100	\$ 600
600	Supplies	\$ 23,050	\$ 19,113	\$ 3,937
700	Property-Capitalized Expenditures	\$ -	\$ -	\$ -
800	Fees/Other	\$ -	\$ -	\$ -
Total Staff Support-Library/Curriculum & Staff Dvlp		\$ 321,639	\$ 189,415	\$ 132,224

2310-2360 Administration-Board/Legal & Accounting /CEO's Office

100	Salaries	\$ 140,634	\$ 136,526	\$ 4,108
200	Benefits	\$ 97,120	\$ 91,641	\$ 5,479
300	Contracted Professional & Technical Services	\$ 74,000	\$ 71,000	\$ 3,000
400	Property Services	\$ -	\$ -	\$ -
500	Other Services	\$ 1,800	\$ 1,800	\$ -
600	Supplies	\$ 5,180	\$ 4,980	\$ 200
700	Property-Capitalized Expenditures	\$ -	\$ -	\$ -
800	Fees/Other	\$ 1,300	\$ 500	\$ 800
Total Board/Legal & Accounting/CEO's Office		\$ 320,034	\$ 306,447	\$ 13,587

2380 Administration-Principal's Office

100	Salaries	\$ 526,642	\$ 506,253	\$ 20,389
200	Benefits	\$ 321,298	\$ 284,918	\$ 36,380
400	Property Services	\$ 5,812	\$ 5,212	\$ 600
500	Other Services	\$ 4,500	\$ 4,500	\$ -
600	Supplies	\$ 12,300	\$ 10,000	\$ 2,300
700	Property-Capitalized Expenditures	\$ 20,868	\$ 13,692	\$ 7,176
800	Fees/Other	\$ 4,000	\$ 4,000	\$ -
Total Principal's Office		\$ 895,420	\$ 828,575	\$ 66,845

Roberto Clemente Charter School

Budget 2026/2027

Expenses-General Fund

Support Services

2400 Pupil Health Services

		2026-2027 Budget	2025-2026 Budget	Variance
100	Salaries	\$ 196,015	\$ 189,258	\$ 6,757
200	Benefits	\$ 140,496	\$ 129,653	\$ 10,843
300	Contracted Professional & Technical Services	\$ 12,500	\$ 9,500	\$ 3,000
500	Other Services	\$ 500	\$ 500	\$ -
600	Supplies	\$ 7,000	\$ 4,200	\$ 2,800
700	Property-Capitalized Expenditures	\$ -	\$ -	\$ -
Total Pupil Health Services		\$ 356,511	\$ 333,111	\$ 23,400

2500 Business Services

100	Salaries	\$ 256,619	\$ 242,147	\$ 14,472
200	Benefits	\$ 173,798	\$ 133,130	\$ 40,668
300	Contracted Professional & Technical Services	\$ 26,000	\$ 24,800	\$ 1,200
400	Property Services	\$ 11,080	\$ 10,580	\$ 500
500	Other Services	\$ 2,000	\$ 2,000	\$ -
600	Supplies	\$ 8,000	\$ 7,800	\$ 200
700	Property-Capitalized Expenditures	\$ 4,656	\$ 4,200	\$ 456
800	Fees/Other	\$ 1,700	\$ 1,700	\$ -
Total Business Services		\$ 483,853	\$ 426,357	\$ 57,496

2600 Plant Operations & Maintenance Services

100	Salaries	\$ 408,327	\$ 397,365	\$ 10,962
200	Benefits	\$ 178,716	\$ 163,377	\$ 15,339
300	Contracted Professional & Technical Services	\$ 203,220	\$ 205,650	\$ (2,430)
400	Property Services	\$ 220,770	\$ 176,400	\$ 44,370
500	Other Services	\$ 65,720	\$ 62,120	\$ 3,600
600	Supplies	\$ 75,310	\$ 77,899	\$ (2,589)
620	Energy/Utilities	\$ 97,500	\$ 89,700	\$ 7,800
700	Property-Capitalized Expenditures	\$ 756,962	\$ 807,128	\$ (50,166)
800	Fees/Other	\$ 500	\$ 500	\$ -
Total Plant Operations & Maintenance Services		\$ 2,007,025	\$ 1,980,139	\$ 26,886

2800 Central Services-Staff Services/Planning/Information & Data

100	Salaries	\$ 283,664	\$ 259,846	\$ 23,818
200	Benefits	\$ 71,741	\$ 72,712	\$ (971)
300	Contracted Professional & Technical Services	\$ 18,600	\$ 19,600	\$ (1,000)
500	Other Services	\$ 33,950	\$ 31,800	\$ 2,150
600	Supplies	\$ 38,000	\$ 33,300	\$ 4,700
700	Property-Capitalized Expenditures	\$ 25,462	\$ 24,430	\$ 1,032
800	Fees/Other	\$ 3,200	\$ 2,500	\$ 700
Total Central Services		\$ 474,617	\$ 444,188	\$ 30,429

Roberto Clemente Charter School

**Budget
2026/2027**

**Expenses-General Fund
NonInstructional Services**

2026-2027 Budget	2025-2026 Budget	Variance
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3200-3400 Student Activities/Awards & Community Services

100	Salaries	\$ 27,420	\$ 19,020	\$ 8,400
200	Benefits	\$ 6,879	\$ 4,900	\$ 1,979
300	Contracted Professional & Technical Services	\$ -	\$ -	\$ -
500	Other Services	\$ 8,100	\$ 11,500	\$ (3,400)
600	Supplies	\$ 18,900	\$ 19,500	\$ (600)
700	Property-Capitalized Expenditures	\$ -	\$ -	\$ -
800	Fees/Other	\$ 4,750	\$ 6,505	\$ (1,755)
Total Student Activities & Community Services		\$ 66,049	\$ 61,425	\$ 4,624

Facilities Acquisition & Construction/Improvements

4000 Purchases/Additions/Renovations & Leasehold Improvements

450	Construction	\$ -	\$ -	\$ -
700	Land/Building/Equipment	\$ -	\$ -	\$ -
Total Facilities Acquisition/Construction/Improvements		\$ -	\$ -	\$ -

Financing Uses & Other Expenditures

5100 Debt Service

810	Fees	\$ -	\$ -	\$ -
830	Interest	\$ -	\$ -	\$ -
910	Principal	\$ -	\$ -	\$ -
Total Debt Service		\$ -	\$ -	\$ -

Roberto Clemente Charter School

Budget
2026/2027**Expenses-Special Revenue Fund****NonInstructional Services****3250 Athletic Program**

		2026-2027 Budget	2025-2026 Budget	Variance
100	Salaries	\$ 14,000	\$ 14,000	\$ -
200	Benefits	\$ 2,544	\$ 4,405	\$ (1,861)
300	Contracted Professional & Technical Services	\$ 2,000	\$ -	\$ 2,000
400	Property Services	\$ -	\$ -	\$ -
500	Other Services	\$ 4,000	\$ -	\$ 4,000
600	Supplies	\$ 3,000	\$ 3,000	\$ -
700	Property-Capitalized Expenditures	\$ -	\$ -	\$ -
800	Fees/Other	\$ 1,500	\$ 2,000	\$ (500)
Total Athletic Program		\$ 27,044	\$ 23,405	\$ 3,639

Expenses-Enterprise Fund**NonInstructional Services****3100 Food Services**

100	Salaries	\$ 214,521	\$ 210,857	\$ 3,664
200	Benefits	\$ 42,781	\$ 50,756	\$ (7,975)
300	Contracted Professional & Technical Services	\$ 10,500	\$ 6,500	\$ 4,000
400	Property Services	\$ 5,000	\$ 3,600	\$ 1,400
500	Other Services	\$ 1,500	\$ 2,000	\$ (500)
600	Supplies	\$ 380,700	\$ 411,200	\$ (30,500)
700	Property-Capitalized Expenditures	\$ -	\$ 1,800	\$ (1,800)
800	Fees/Other	\$ 100	\$ 100	\$ -
Total Food Service		\$ 655,102	\$ 686,813	\$ (31,711)

Total Expenses		\$ 12,246,368	\$ 11,650,467	\$ 595,901
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Total Surplus (Deficit)		\$ 13,117	\$ 67,088	\$ (53,971)
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Roberto Clemente Charter School
Budget
2026/2027

2026/2027 Budget Proposal Highlights

1st Reading (May-19)

Revenue

Local Sources

IDEA; level-funded

Student Subsidies

Enrollment-625

NonSpecial Ed-553 students

Special Ed-72 students

Rates: 25/26 Comparison

NonSpecial Ed (+)2.5%

Special Ed/ (+)6.0%

State Sources

Safe Schools

26/27 Mental Health and Safety & Security Grant

Federal Sources

Title I, II, III, IV; level-funded

Food Service

Reimbursement Rates (+)7%

Expense

3% Schoolwide wage increase.

13% Increase in health insurance costs.

.41% Decrease in the PSERS contribution rate (33.59%).

Adding (1) FT Secondary School Instructional Coach position

Changing FT Grants & Financial Assistant position to Assistant Manager

Reading Edge platform

STEAM Program Computer Lab

2% Increase in building lease payments.

Elementary School Asbestos Abatement Project