

WILKES-BARRE AREA SCHOOL DISTRICT

AGENDA



Regular Board Meeting

August 5, 2024

CURRICULUM/ADMINISTRATION COMMITTEE

Ned J. Evans, Chairperson

TO: The President and Members of the Wilkes-Barre Area School Board

The Curriculum/Administration Committee respectfully submits the following report and recommendations:

1. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and Leader Services for the subscription renewal for IEP Writer beginning September 1, 2024 to August 31, 2025 at a cost of \$33,064.00. **“Exhibit A”**
2. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and the Luzerne Intermediate Unit #18, 368 Tioga Avenue, Kingston PA for Partial Hospitalization Therapeutic Services for the 2024-25 school year at a rate of \$18.74 per hour or \$112.44 per day if Medical Assistance or private insurance lapse or the student is absent. **“Exhibit B “**
3. That approval be given to the Luzerne Intermediate Unit 18 Title III Consortium Memorandum of Understanding for the 2024-25 school year. **“Exhibit C “**
4. That approval be given to the Luzerne Intermediate Unit WIDA Testing Protocol for the 2024-25 school year. **“Exhibit D “**
5. That approval be given to enter into an agreement with the Luzerne Intermediate Unit for English Language Development Instruction for the 2024-25 School year at an hourly rate of \$99.58. **Exhibit E”**
6. That approval be given to the Letter of Agreement for Shared Services with Northern Region Education Services Commission Extended School Year Program Home Instruction Services – Phoenix Center at a cost of \$70.00 per hour, not to exceed \$2,800.00 for the 2024 Extended School Year. **Exhibit F”**
7. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and Luzerne County Department of Probation Services Juvenile Probation for the 2024-25 school year. **“Exhibit G”**
8. That approval to enter into an agreement between the Wilkes-Barre Area School District and the Pennsylvania School-Based ACCESS Program (SBAP) for the 2024-25 school year. **“Exhibit H”**
9. That the approval be given to enter into an agreement with Luzerne Intermediate Unit and the Wilkes-Barre Area School District for a Mental Health Specialist at a cost of \$84,460.00 for the 2024-25. **“Exhibit I”**
10. That approval be given to close Wolfpack Early Learning Academy, located at 80 Jones St, Wilkes-Barre, PA 18702, at the end of the 2023-2024 school year.

CURRICULUM/ADMINISTRATION COMMITTEE

Ned J. Evans, Chairperson

11. That approval be given to renew the agreement with IXL Learning for a period of three years effective July 25, 2024 through July 25, 2027 at total cost of \$119,700.00. **“Exhibit J”**

12. That the following 2024-25 School Plans be approved:

School Name	Plan Type
Dodson Elementary School	TSI Title I School Plan 2024-2025
Daniel J Flood Elementary School	TSI Title I School Plan 2024-2025
Dr. David Kistler Elementary School	TSI Title I School Plan 2024-2025
GAR Middle School	A-TSI Title I School Plan 2024-2025
Heights-Murray Elementary School	TSI Title I School Plan 2024-2025
Solomon Plains Middle School	CSI School Plan 2024-2025
Wilkes-Barre Area High School	A-TSI Title I School Plan 2024-2025

13. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and Amergis Healthcare Staffing, Inc, to provide healthcare services to students at hourly rates as listed in “Attachment A”, subject to the approval of the Solicitor. **“Exhibit K”**

14. That approval be given to enter into the 2024-2025 IDEA Agreement with the Luzerne Intermediate Unit No. 18 (LIU) whereby the furnishing of all certified personnel, facilities, materials and other services (in consultation with the Department) needed to perform the services described, and compliance with the terms and conditions of the Department’s most current IDEA Application Guidelines set forth in Exhibit 1 will be the sole obligation of the district and will no longer be a responsibility of LIU. LIU has determined that the estimated IDEA allocation for the district is \$1,052,832.00. **“Exhibit L”**

15. That approval be given to accept the quote from Innovamat Education Inc. for one year of its K-5 math curriculum, a total cost of \$75,195.13. **“Exhibit M”**

Ned J. Evans, Chairperson



Renewal Notice

July 16, 2024

Wilkes-Barre ASD
Attn: Accounts Payable
730 South Main Street
Wilkes Barre, PA 18711

Your school's annual subscription to www.iepwriter.com/pa will expire on August 31, 2024.

Wilkes-Barre ASD's renewal amount for the period of September 1, 2024 to August 31, 2025 is based on your school's count of active special education and gifted students as listed in the IEPWriter .com student database.

Student Type	Students	Application License	Renewal Cost
Special Ed & Gifted	1800	IEP Writer User License - School Age	\$26,820.00
Special Ed	1735	Children Count User License	\$5,183.00
Section 504	44	PA Section 504 Module	\$636.00
		SIS Bridge	\$425.00

To renew your subscription, return the remittance copy of the enclosed invoice along with your payment. This subscription can be verified with Maureen Riley, our special education contact in your school district.

If you have any questions or concerns, contact me at (800) 522-8413 ext. 709 or email me at: tdemshock@leaderservices.com.

Best regards,

Tisha Demshock

Sales Support/Marketing

Enclosure



PO Box O, Hazleton, Pa 18201

Phone: (800) 360-8511

Fax: (570) 454-1310

INVOICE

Wilkes-Barre ASD
 Attn: Accounts Payable
 730 South Main Street
 Wilkes Barre, PA 18711

Invoice Date: 07/18/2024
 Invoice Number: IEP9710-IN
 Customer Number: 03 - 0001131
 Customer P.O :
 Terms: Net 30

Item Code	Description	Quantity	Price	Amount
PAIEP	IEP Writer User License - School Age Annual Subscription Renewal September 1, 2024 To August 31, 2025	1	26,820.00	26,820.00
PACC	Children Count User License Annual Subscription Renewal September 1, 2024 To August 31, 2025	1	5,183.00	5,183.00
PA504	PA Section 504 Module Annual Subscription Renewal September 1, 2024 To August 31, 2025	1	636.00	636.00
SIS Bridge	SIS Bridge Annual Subscription Renewal September 1, 2024 To August 31, 2025	1	425.00	425.00

Please Remit Payment To:

Leader Services
 Accounting Dept
 PO Box 0
 Hazleton, Pa 18201

Invoice Total

33,064.00



PO Box O, Hazleton, Pa 18201

Phone: (800) 360-8511

Fax: (570) 454-1310

INVOICE
REMITTANCE
COPY

Wilkes-Barre ASD
Attn: Accounts Payable
730 South Main Street
Wilkes Barre, PA 18711

Invoice Date: 07/18/2024
Invoice Number: IEP9710-IN
Customer Number: 03 - 0001131
Customer P.O :
Terms: Net 30

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SIS Bridge	SIS Bridge Annual Subscription Renewal September 1, 2024 To August 31, 2025	1	425.00	425.00

Please Remit Payment To:

Leader Services
Accounting Dept
PO Box 0
Hazleton, Pa 18201

Invoice Total**33,064.00**



LUZERNE INTERMEDIATE UNIT

368 Tioga Avenue
Kingston, Pennsylvania 18704-5117

Dr. Anthony Grieco
Executive Director

Telephone (570) 287-9681
Fax (570) 287-5721

Follow us on Twitter @LuzIU18
<http://www.liu18.org>

Elizabeth Krokos
Assistant to the Executive
Director for Student Services

John J. Gordon
Business Manager

Ty Yost
Assistant to the Executive
Director for District Services

Ronald Musto
Personalized Academy of
Learning

Jennifer Runquist
Behavioral Health

Joseph DeLucca
Administrative Services

Partial Agreement 2024-2025 School Year

This agreement is entered into between the Luzerne Intermediate Unit and the Wilkes-Barre School District for Partial Hospitalization Therapeutic services.

Hours:

The Luzerne Intermediate Unit will provide Partial Hospitalization Therapeutic services to Wilkes-Barre School District. The hours of the services will be 6 hours a day.

Scope of Work:

The scope of work shall consist of providing individual, group, and family therapy.

Payments:

Partial Hospitalization Therapeutic services will be billed at \$112.44/day. This cost is in addition to the educational costs for partial that the district is billed for on a monthly basis. Once a student is approved for medical assistance and/or their Private Insurance and authorized for Partial Hospitalization services through Community Care Behavioral Health, the school district will no longer be liable for this fee. The School District agrees to pay the therapeutic daily rate of \$18.74/hr. or \$112.44/ day if MA or Private insurance lapse or the student is absent.

Termination:

Partial Hospitalization Therapeutic services can be ceased by either the Wilkes-Barre School District or by the Luzerne Intermediate Unit upon written notification and 4-week notification time.

Signed and Agreed:

Luzerne Intermediate Unit #18

Wilkes-Barre School District

Date

Date

The Luzerne Intermediate Unit #18 is an Equal Opportunity Provider and Employer and does not discriminate on the basis of race, color, religion, national origin, age, marital status, sex or non-relevant handicap in activities, programs or employment practices. For information regarding civil rights or grievance procedures, contact Human Resources, 570-718-4648.



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2024-2025 School Year

Luzerne Intermediate Unit 18 Title III Consortium Memorandum of Understanding (MOU)

The Luzerne Intermediate Unit 18 and its member Local Educational Agencies (LEA) have agreed to the following conditions as they pertain to the Title III requirements set forth by the Pennsylvania Department of Education.

1. All English as a Second Language/English Language Development (ESL/ELD) instruction is scientifically based, aligned to PA ELP Standards, and meets the proficiency needs of all English Learners (ELs) enrolled in an ESL/ELD program.
2. District Paperwork Duties: All member LEAs agree to disseminate the WIDA Can Do Descriptors to all teachers who have EL students in class, and to provide professional development on the use of this resource across the content areas.
3. District Paperwork Duties: All member LEAs agree to disseminate the annual paperwork required by the Pennsylvania Department of Education regarding ESL students.
4. District Paperwork Duties: All member LEAs will provide appropriate parent notification about the administration and results of the WIDA ACCESS for ELs test. Notifications will be sent home in the preferred language of the EL parents/guardians, as found on the WIDA website (<https://www.wida.us/>).
5. District Paperwork Duties: All member LEAs will maintain and/or disseminate the following information on all ESL students to the appropriate stakeholder:
 - a. Dates entered the country and ESL
 - b. EL status
 - c. Language (including parents' preferred method of communication)
 - d. WIDA ACCESS scores
 - e. Screener results
 - f. Home Language Survey
 - g. Monitoring forms (done quarterly)
 - h. Parent Refusal Form (if applicable)
6. All member LEAs ensure that all current ELs take the ACCESS 2.0 test yearly.
7. IU18 will notify non-public entities about their opportunity to participate in Title III funded supplemental programs, and will administer the WIDA Screener to assess non-public school students for eligibility of Title III services. IU18 and



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2024-2025 School Year

corresponding LEAs will offer consultation and supplemental services to the non-public school when applicable.

8. It is the responsibility of all member LEAs to provide high quality professional development pertaining to English Learners to all teachers, principals, and other administrators. A portion of the IU18 Title III consortium's grant will go towards offering high quality, researched based professional development sessions on-site at IU 18. **At least one member from the LEA must be present at these sessions.** These sessions will be offered throughout the school year, and will be free for consortium members.
9. It is the responsibility of all member LEAs to provide parent/guardian outreach, as well as opportunities for parent/guardian involvement.
10. It is the responsibility of all member LEAs to provide all needed/required translations for parents and guardians utilizing Transperfect, the new Statewide Translation Library, or their own interpreter.
11. A portion of Title III funding will be prorated per LEA based on EL student population to be used on the following as needed:
 - a. Supplemental materials, including but not limited to ESL instructional laptops, tablets, or other devices, software programs, materials designed to support literacy development, visual/graphic supports, manipulatives, and picture dictionaries.
 - b. Parent/Family outreach such as family nights and open houses.
12. Member LEAs will analyze EL student data yearly, and will share data with IU18 as necessary to facilitate program evaluation at the consortium level.
13. The Luzerne Intermediate Unit's ESL Coordinator will manage the Title III Grant for the Luzerne Intermediate Unit 18 Title III consortium, and will continue to serve as a liaison to the PDE for all member LEAs.



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2024-2025 School Year

Luzerne Intermediate Unit 18 Title III Consortium
Memorandum of Understanding
Signature of Agreement Page

The _____ School District has agreed to the terms set forth in the attached Memorandum of Understanding.

LEA Authorized Signature

Date

IU18 Authorized Signature

Date



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2024-2025 School Year

Luzerne Intermediate Unit WIDA Testing Protocol

1. The district will designate a WIDA Test Coordinator who will oversee test preparation, materials management, test administration, and materials return. The Test Coordinator's duties will include managing the testing window of the district to its completion, ordering of materials, inventorying of materials, managing of student data and test sessions, tracking and returning all materials, and accessing reports. For online administration, the Test Coordinator will be responsible for managing the testing sessions at the school to its completion, including preparing materials for testing, printing test tickets, and the creation and management of all user accounts within WIDA AMS for your district.
2. The district will designate a Technology Coordinator who will provide technological support prior to and during the online test administration. He or she will coordinate the successful installation, deployment, and configuration of the testing software throughout the district. The Technology Coordinator will review with all Test Coordinators and Test Administrators how to access the software and how to resolve basic technical issues prior to or during testing.
3. The Luzerne Intermediate Unit will ensure that all their ESL employees, who will be WIDA Test Administrators, will complete applicable training course tutorials for each assessment they will administer. The yearly training is provided by WIDA. Our Test Administrators will be responsible for marking accommodations, managing test sessions, confirming materials and test sessions are accurate and complete, and returning materials to the School Level Test Coordinator daily.



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4. Prior to the start of testing, the District Test Coordinator will conduct a test briefing with Test Administrators to go over all aspects of the ACCESS for ELLs 2.0 suite of assessments (i.e., materials, policies, and procedures). This briefing will include verifying the accuracy of student Pre-ID Labels (if provided) before placing them on the test 2022-2023 School Year booklets, District/School Labels and bubbling demographic information on test booklets for students who did not receive a Pre-ID Label, signing out and in each secure booklet on the Security Checklist (white), and consulting with District Test Coordinators on overage supplies in the case of a shortage of materials at a school site.

5. The District Test Coordinator will ensure all materials are distributed to the appropriate Test Administrator, the majority of the testing material will be student test tickets and student test rosters, but must also include headphones and other relevant technology and testing materials. All materials must be signed in and out daily by the Test Administrator from the Test Coordinator only.

6. The District Test Coordinator will ensure that all testing materials are distributed directly to the Test Administrator daily and that these materials are dated and signed in and out daily.

These WIDA testing protocols are required as part of the agreement between the district and the Luzerne Intermediate Unit to provide ESL services.

ESL Coordinator _____ Date: _____

District Test Coordinator _____ Date: _____



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English Language Development Instruction Contract for Service Agreement

It is the understanding of the Luzerne Intermediate Unit and the School District that the signatures affixed to this form indicate that the Luzerne Intermediate Unit will provide English Language Development instruction to English Learners as per 22 Pa. Code §4.26 BEC for Educating English Learners. The School District agrees to pay the hourly rate listed below for services provided, including ELD instructional hours, up to two hours of teacher prep per week, assessment administration, and district/school level meetings requiring the ESL teacher's attendance to ensure an appropriate and compliant educational program. The School District will also be billed at the hourly rate below for conducting district duties such as creation of student ELD service schedules, testing coordination, etc.

School District: Wilkes Barre Area School District

School Buildings Included: Wilkes Barre Area School District

School Year: 2024-2025

Hourly Rate: \$99.58

Projected Instructional Hours per Day: 10.5

Signature Section:

Assistant to the Executive Director
 Luzerne Intermediate Unit

 (Date)

ESL/ELD Coordinator
 Luzerne Intermediate Unit

 (Date)

District Administrator

 (Date)



NORTHERN REGION EDUCATIONAL SERVICES COMMISSION

DR. NICHOLAS V. VANCHERI, SUPERINTENDENT
MS. ANN KLUCK, SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY

Central Office • 82 Totowa Road • Wayne, New Jersey 07470
P: 973-614-8585 • www.nresc.org

LETTER OF AGREEMENT FOR SHARED SERVICES WITH
WILKES-BARRE PUBLIC SCHOOLS
EXTENDED SCHOOL YEAR PROGRAM
HOME INSTRUCTION SERVICES – PHOENIX CENTER
2024 - 2025

The Northern Region Educational Services Commission agrees to provide the Wilkes-Barre Public Schools with Home Instruction services at the Phoenix Center for Rehabilitation and Pediatrics during the 2024 Extended School Year beginning July 15, 2024 through August 9, 2024 for student J.Z.

Two (2) hours per day x five (5) days per week not to exceed ten (10) hours per week for a total of 40 hours.

The rate will be charged at \$70.00 per hour not to exceed \$2,800.00 for the 2024 Extended School Year Program.

Wilkes-Barre Public Schools Superintendent

Date: _____

NRESC Superintendent

Date: _____

Wilkes-Barre Public Schools Board Secretary

Date: _____

NRESC Board Secretary

Date: _____



**LUZERNE COUNTY
DEPARTMENT OF PROBATION SERVICES
JUVENILE DIVISION
PENN PLACE BLDG., SUITE 329
20 N PENNSYLVANIA AVE.
WILKES BARRE, PA 18701-3507
(570) 825-1552**

**SCHOOL/COMMUNITY BASED PROBATION AGREEMENT
BETWEEN LUZERNE COUNTY JUVENILE PROBATION AND THE
SCHOOL DISTRICT OF WILKES BARRE AREA**

The Luzerne County Juvenile Probation Department and the Wilkes-Barre Area School District agree that they will support the School/Community Based Probation Project for the period of July 1, 2024 through June 30, 2025.

THE LUZERNE COUNTY JUVENILE PROBATION DEPT. WILL PROVIDE:

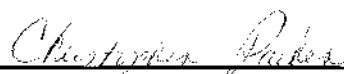
- 1. A designated probation officer who will maintain contact with school district staff and juvenile offenders within the district;**
- 2. The designated probation officer will supervise all students under court supervision;**

THE WILKES-BARRE AREA SCHOOL DISTRICT WILL PROVIDE:

- 1. Confidential office space, a desk, a telephone and access to a fax machine and access to an internet connection.**
- 2. A commitment to include the probation officer as a member of the Student Assistance Team, and other appropriate committees to address student problems/needs;**
- 3. Meetings may be scheduled, as needed, between School District Administration and Juvenile Probation Administration to discuss program issues;**
- 4. The School District will provide information to Luzerne County Juvenile Probation in regards to school attendance, tardiness, suspensions and Grade Point Average. This information will be used to evaluate the impact of the program;**
- 5. The School District will provide on going training in regards to student assistance training update;**
- 6. The School District will provide an analog phone line that will permit Juvenile Probation to communicate with the School/Community Based Probation Officer's via a dial-up network or access to the school's internet that will permit the probation officer to access this office's server.**

**Mr. Brian Costello, Superintendent
Wilkes-Barre Area School District**

Date: _____


**Christopher Parker, Chief
Luzerne County Probation Services**

Date: 6/10/24

**PENNSYLVANIA SCHOOL-BASED ACCESS PROGRAM (SBAP)
MAXCAPTURE DATA ENTRY OF DIRECT HEALTH-RELATED SERVICES AGREEMENT**

This Agreement addresses the use of electronic signatures in MAXCapture for service documentation and/or service submission as part of the documentation required for compliance with Pennsylvania's School-Based ACCESS Program (SBAP) requirements.

Whereas _____, the SBAP-participating Local Education Agency (LEA) (hereinafter referred to as "the LEA"), located in _____, Pennsylvania utilizes the MAXCapture system as a service documentation and/or service submission tool; and

Whereas Sivic Solutions Group (SSG) is responsible for creating MAXCapture user accounts for each participating LEA; and

Whereas SSG allows designated LEA staff, referred to below as ACCESS Coordinator(s), to access MAXCapture to enter service documentation of services provided by the actual service providers; and

Whereas the LEA has chosen to authorize the ACCESS Coordinator(s), to log SBAP service documentation into MAXCapture and/or approve logged services for submission to the Medicaid Management Information System for billing;

By signature of its authorized representative below, the LEA agrees and acknowledges that:

1. SSG will provide the LEA-designated ACCESS Coordinator(s) user accounts to enter documentation of direct health-related services provided by service providers. These users are additionally required to sign an "Electronic Signature Verification Statement."
2. All actions performed by the LEA-designated ACCESS Coordinator(s) are recorded under the unique combination of their MAXCapture login name and secure password.
3. The LEA will use its best efforts to ensure that users with this MAXCapture access will only log services which were provided and documented by the service providers.
4. Services entered into MAXCapture by the ACCESS Coordinator(s) must actually have been performed by the service provider.
5. The LEA will retain original service documentation signed and dated by the service provider on file to support any services in accordance with State Medicaid Regulations in 55 Pa. Code § 1101.51 and will make the documentation available in the event of a review or audit.
6. If services are logged into MAXCapture under a user's unique login name and password, the presumption will be that the owner of the password logged it and was authorized to do so.

Signature of LEA Representative	Title of LEA Representative	Date

Retain this document for your records in the case of an audit or review.

Pennsylvania Department of Human Services
Revised 12/08/2023
Email: RA-PWSBAP@pa.gov

Agreement

This agreement entered into the 2024/2025 school year, by and between the Luzerne Intermediate Unit and Wilkes-Barre Area School District. This agreement will end on the last day of the school year.

By and Between:

Wilkes-Barre Area School District
and
Luzerne Intermediate Unit
368 Tioga Avenue
Kingston, PA 18704

For:
Mental Health Specialist

Hours:

The Luzerne Intermediate Unit will provide Mental Health Specialist to the Wilkes-Barre Area School District to support the students needing mental health services.

Scope of Work:

The scope of work shall consist of providing individual, group, and family counseling to identified students as well as consultation to the district and crisis intervention as needed.

Payments:

Yearly cost of Mental Health Services for the 2024/2025 school year is \$84,460.00. This amount will be included in your regular monthly invoice for contracted services.

Notes:

To the extent required by Federal Regulations, this contract incorporates by reference all of the provisions required by 2 CFR 2.327 and Appendix II, referenced therein, as if set forth fully herein.

Signed and Agreed:

LIU Executive Director

Date

Wilkes-Barre Area School District

Date

Witness

Date



IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

RENEWAL QUOTE

QUOTE # 1715415-2024-001-7
DATE: JULY 24, 2024

TO:

Jim Gelger
Wilkes-Barre Area School District
730 South Main Street
Wilkes-Barre, PA 18711

COMMENTS OR SPECIAL INSTRUCTIONS

This pricing is based on the number of students and subjects as well as a three-year duration. Should any of these change, the pricing is subject to change as well.

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Stephen Damore	A16-1715415	July 25, 2024 – July 25, 2027	July 31, 2024

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades K-12: 2,000 students) Subjects: Math, ELA, Science, and Social studies <i>K-8 math licenses include complimentary access to IXL's universal screener</i>	\$132,000.00	\$132,000.00
1	Volume discount	-\$6,000.00	-\$6,000.00
1	Multi Year Discount <i>Unlimited instructor accounts included</i>	-\$6,300.00	-\$6,300.00

SUBTOTAL	\$119,700.00
SALES TAX	—
SHIPPING & HANDLING	—
TOTAL DUE	\$119,700.00

Ordering Instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](https://www.ixl.com/po-upload) or go to <https://www.ixl.com/po-upload> and enter quote # 1715415-2024-001-7. For international accounts, we can accept wire transfers for an additional fee.

**SALES CONTRACT****CONTRACT #209441****July 24, 2024**

IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

CUSTOMER

Jim Gelger
 Wilkes-Barre Area School District
 730 South Main Street
 Wilkes-Barre, PA 18711

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Stephen Damore	A16-1715415	1715415-2024-001-7	Jul 25, 2024 – Jul 25, 2027

PAYMENT PLAN

	Amount	Invoice date
Year 1	\$59,850 (50%)	July 31, 2024
Year 2	\$29,925 (25%)	July 31, 2025
Year 3	\$29,925 (25%)	July 31, 2026
TOTAL	\$119,700	

Price valid until July 31, 2024

COMMENTS OR SPECIAL INSTRUCTIONS

This pricing is based on the number of students and subjects as well as a three-year duration. Should any of these change, the pricing is subject to change as well.

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE _____

DATE _____



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. LIMITATION OF LIABILITY: YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.

8. SEVERABILITY: If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.

9. ARBITRATION: You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.

10. GOVERNING LAW: The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.

11. ENTIRE AGREEMENT: This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
Completed sales contracts should be emailed to your sales consultant.



This Education Master Services Agreement (hereinafter "Agreement") is entered into on this **Effective Date** July 30, 2024, by and between **Wilkes-Barre Area School District** located at 730 South Main Street Wilkes-Barre, Pennsylvania 18711, referred to in this Agreement as ("Customer"), and **Amergis Healthcare Staffing, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2208 Quarry Drive, Reading, PA, 19609, United States of America referred to in this Agreement as ("Amergis"). Customer or Amergis may be referred to herein as a "Party" or jointly as the "Parties."

RECITALS

WHEREAS, Customer operates a School located in Pennsylvania and wishes to engage Amergis to provide personnel to supplement Customer's staff;

WHEREAS, Amergis operates a staffing agency that provides supplemental healthcare staffing services to Customer; and

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, Customer and Amergis hereby agree to the following terms and conditions.

ARTICLE I. DEFINITIONS

1.1. Definitions. As used in this Agreement, the following terms shall have the meanings specified below unless the context otherwise requires. Capitalized terms, acronyms and phrases used in the staffing industry (i.e. HR) and business process outsourcing services industries or other pertinent business context that are not defined will be interpreted in accordance with their then-generally understood meaning:

"Assignment Confirmation" is a document specifying additional details and Bill Rate for any individual Personnel matched for the Customer.

"Bill Rate" means the rates billed to Customer for services performed by Personnel pursuant to this Agreement, any Statement of Work, subsequent Amendment or any Assignment Confirmation.

"On Call/Call Back Rates" means those rates, as applicable and as more specifically set forth on the Assignment Confirmation, for hours where Personnel may be called back for previously unscheduled hours to the Work Site to perform assigned duties.

"Behavior Intervention Plan" or "BIP" is defined as a written improvement plan created for a student based on the outcome of the functional behavior assessment (FBA).

"Contractor" means either independent contractor(s) or legal entity(ies) being utilized by Amergis to provide Services. An Amendment to this Agreement will be executed if 1099 Contractors are requested to be provided to Customer.



"Individual Education Program" or "IEP" is a plan developed as required under the Individuals with Disabilities Education Act ("IDEA") providing eligible students with special education and related services that is reasonably calculated to enable the student to make progress appropriate in light of the child's unique circumstances.

"Individual Health Plan" or "IHP" is defined as a health plan focusing specifically on student(s)' medical needs, it may contain physician orders. If the services for a student's medical needs can be performed during the school day for the student to benefit from the education, the medical services may be incorporated into the 504 Plan or IEP.

"Medical Services" services provided by a licensed physician to determine a student's medically related disability that results in the student's need for a 504 Plan or an IEP. These services include determining the health or related services needed for a particular student, developing the plan, changes to the plan, and level of healthcare or professional required.

"Out of School Time and Off-Site School Time Educational Services" is defined as educational services that would be rendered outside of school time, whether that be after the school day or during any breaks in the school year, or any services rendered off-site during school time. These types of requests include school day length field trips, extended field trips surpassing the length of the school day, overnight field trips, weekend field trips, summer and weekend camps, one-day field trips.

"Personnel" means clinical and other school based professionals, behavioral, educational assistance, and instructional employees of Amergis, providing temporary staffing services to Customer under Customer's direction and control pursuant to the terms of this Agreement.

"Placement" is defined to mean where the student receives the school based services listed in the 504 Plan or the IEP.

"Related Services" means transportation and such developmental, corrective, and other supportive school based services as are required to assist a child with a disability to benefit from special education, and includes speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes.

"School Health Services" means health services that are designed to enable a child with a disability to receive FAPE as described in the child's IEP. School health services are services that may be provided by either a qualified school nurse or other qualified person as requested by the Customer.

"Services" means collectively School Health Services, Special Education Services, and/or Related Services provided by Amergis to Customer, as more specifically set forth herein.

"Special Education Services" means specially designed instruction to meet the unique needs of a child with a disability.

"Supplies" means any and all necessary supplies to be used in administering and/or providing Services to student(s), including, but not limited to personal protective equipment ("PPE").



"Travel-Expense Payment" is an allowance paid to Travel Personnel per day or per diem for lodging, meals, and/or incidental expenses incurred when travelling.

"Travel Personnel" means Personnel providing Assignment Services whose home of record is greater than or equal to fifty (50) miles from the Work Site.

"Week", pursuant to Section 6.1, **"Invoicing Week"** means a seven-day period beginning Sunday and ending Saturday. Amergis timekeeping considers all shifts as occurring completely on the day in which the shift begins.

"Work Site" means any location Customer assigns Personnel to render Services.

ARTICLE II. TERM

2.1 Term. This Agreement will commence on the Effective Date and will continue for a school calendar year.

2.2 Renewal. This Agreement shall automatically renew at the end of the term for successive one (1) year terms unless either Party provides written notice at least thirty (30) days prior to the end of the term or renewal term, as applicable, of such Party's decision not to automatically renew this Agreement

ARTICLE III. NATURE AND SCOPE OF SERVICES

3.1 Scope of Services.

(a) Staffing. Amergis is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer's management and supervision at a School Work Site or in an environment controlled by Customer, and as permissible by any applicable scope of practice law(s) or standards of nursing. Amergis will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, as requested in "Attachment A." Services include School Health Services, Related Services, and/or Special Education Services. Amergis will provide Personnel specific to the requirements provided by the Customer, following receipt of the BIP, IEP, IHP or 504 Plan (the "Plan"), as applicable, from the Customer. Amergis will use its best efforts to provide Personnel who meet the qualifications as specified by the Customer and shall perform services in accordance with the terms of this Agreement. Customer shall provide Amergis with the skill level, experience and services to be provided by Personnel to any student(s), and details from the applicable Plan for School Health Services or Related Services, necessary to perform Services hereunder.

(b) Out of School Time and Off-Site School Time Educational Services. Customer may request Personnel to provide Services that would be rendered Out of School Time and Off-Site during School Time. Customer is responsible for overseeing and directing placement for the Out of School Time or Off-Site School Time Service if requested. Customer will provide supplies and resources needed to implement the requested Out of School Time and Off-Site School Time Services at its own expense. Customer is responsible for maintaining a safe environment for all Out of School Time and Off-Site School Time Services.

(c) Changes. From time to time, requests for additions, deletions, or revisions to this Agreement or the Statement(s) of Work may be made. The Party that wishes to make a Change shall deliver to the other Party a



written request that contains as much detail as is reasonably practicable regarding the nature and scope of the Change and the fees associated with any proposed Change (each such request, a "**Change Request**"). The Parties shall work together to agree on the terms that will govern any Change, provided, however, that no Change shall be implemented until such time as the Parties agree to the applicable Change Request in writing. The Parties will negotiate in good faith to reach agreement on applicable development costs and/or operational fees, if any, that will apply to such Change.

3.2 School Health Services Requirements. Amergis will perform the screening for School Health Services Personnel who meet the criteria as indicated in Attachment "B" hereto.

3.3 Related Services or School Based Services. Amergis will perform the screening for Related Services and Special Education Personnel who meet the criteria as indicated in Attachment "B" hereto.

3.4 Special Education Services. Amergis will perform the screening Special Education Services Personnel who meet the criteria as indicated in Attachment "B" hereto.

3.5 Amergis as Employer. Amergis acknowledges and agrees that its Personnel are Amergis employees and shall be treated as such and not as employees of Customer. Amergis agrees that it (i) is responsible for providing any wages or other benefits to its Personnel; (ii) will make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to its Personnel; (iii) will provide workers' compensation insurance coverage for its Personnel; (iv) will make all appropriate unemployment tax payments with respect to its Personnel; and (v) will take any additional actions legally required to establish that the Personnel whose Services are provided under this Agreement are employees of Amergis.

3.6 Availability of Personnel. The Parties agree that Amergis' duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Amergis to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Amergis is unable to provide the modality of Personnel requested by Customer, Amergis will provide Customer with a higher skilled Personnel. Amergis will bill Customer at that Personnel's fair market value rate for the modality provided.

ARTICLE IV. SCHOOL WORK SITE REQUIREMENTS AND OBLIGATIONS

4.1 Plan Implementation. Customer is responsible for the Medical Services provided to its students. Customer will provide supervision of Personnel for Services provided to any student with a medical disability. Customer will make available to Amergis and any Personnel the applicable Plan(s), as requested. Customer shall provide student specific orientation for the requirements of the Plan(s). If the student requires school transportation, Customer shall assess whether the student's disability would allow for safe transport by Customer, and will make all determinations on Placement of Personnel to implement safe transport of both student(s) and Personnel. Customer shall provide all assessments and protocols to Amergis prior to Personnel accompanying a student for transport. Amergis reserves the right to deny a transportation request, in the event there is a concern for safety or other circumstances. In the event, Customer determines transport is safe, Customer shall orient Amergis Personnel on the transportation and emergency protocol(s).

4.2 Orientation and Evaluation. Customer will provide Personnel with orientation of Customer's policies, procedures and School Work Site specific training. Customer will provide School Work Site specific emergency protocol training for all student's with a medically related disability. Customer will perform evaluations of



Personnel annually and provide documentation of the evaluation to Amergis. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Amergis to provide additional recourses for training and orientation.

4.3 Supplies. Customer will provide all necessary Supplies to Personnel in performance of this Agreement. Customer shall be responsible for disposing of all medical waste and biohazard produced by the Services and will comply with all applicable local, state, and federal rules, regulations, and laws governing such disposal.

4.4 Float Policy. Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer's requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

4.5 Right to Dismiss. If at any time Customer, in its reasonable judgment, determines that the staffing Services provided any Personnel provided hereunder is inadequate, unsatisfactory or has failed to comply with Customer's rules, regulations, or policies, Customer shall immediately advise Amergis. Amergis will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Amergis and provide reasonable detail(s) for the dismissal. Customer will provide Amergis with any reports it provides to any governing oversight agency(ies) as a result of Amergis Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation(s).

4.6 Work Environment and OSHA. Customer will provide a clean and properly maintained workspace(s) for Amergis to conduct the Services that will enable Amergis to safely provide Services to student(s). Customer will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. Amergis will not be responsible for the proper maintenance of any property supplied by Customer. Customer will orient Personnel to the specific exposure control plan(s), emergency action plan(s), and/or protocol(s) of the Customer as it pertains to all federal OSHA requirements and equivalent state agency requirements, directives, or standards, with respect to blood borne pathogens, other emergent matters, and any of the Customer's specific policies and procedures for safety, hazardous communications and/or operations instructions. Customer will be responsible for all OSHA recordkeeping, logging, and reporting responsibilities required by law pertinent to Services provided under this Agreement.

4.7 Notification of Incidents and Claims. Customer agrees to notify Amergis of any incident involving Amergis Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Amergis documentation of any investigation conducted. Amergis and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Indemnity to Customer shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

4.8 MaxView. The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Amergis reserves the right to utilize MaxView, a proprietary web-based timekeeping



system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to Customer via MaxView. Customer will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. Customer approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between Customer and Amergis; notwithstanding this, Customer and Amergis agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

ARTICLE V. HIRING OF PERSONNEL

5.1 Non-Solicitation. To the extent allowed by applicable law, for a period of twelve (12) months following the date on which any Personnel either: (i) interviewed with Customer for purposes of Customer qualifying a candidate or applicant for a role or position or (ii) last worked a shift under this Agreement, or a subsequent Assignment through this Agreement, Customer agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided or introduced by Amergis during the term of this Agreement. Customer understands and agrees that Amergis is not an employment agency and that Personnel are assigned to the Customer to render temporary service(s) and are not assigned to become employed by the Customer. Customer further acknowledges and agrees that there is a substantial investment in business related costs incurred by Amergis in recruiting, onboarding, training, and employing Personnel, which necessarily includes recruiting, qualifying, credentialing, training, retaining, and supervising Personnel. In the event that Customer, or any Customer affiliate, subsidiary, department, division, School Work Site, or any other agent of Customer or agent acting on behalf of Customer solicits, hires, or employs any Personnel, Customer will be in material breach of this Agreement.

5.2 Conversion Fee. To the extent allowed by applicable law, with advanced written notice of thirty (30) business days, Customer may hire or contract with any Amergis Personnel provided by Amergis once each Personnel has completed a minimum number of hours of work for Customer through Amergis, according to the Conversion Table below:

Aggregate Hours Worked By Amergis Personnel for Customer in a Twelve (12) Month Period	Conversion Fee
Prior to completing 350 hours	25 % of annualized starting salary
After Completion of 350 hours	20 % of annualized starting salary
After Completion of 700 hours	15 % of annualized starting salary
After Completion of 900 hours	10 % of annualized starting salary
After Completion of 1040 hours	5 % of annualized starting salary

5.3 Breach of Conversion of Personnel Section. In the event that Customer hires or contracts with any Personnel but does not notify Amergis, the Placement Fee that applies is the lesser of 150% of the amount set forth above or the highest amount allowed by applicable law.

5.4 Compliance with Staffing Laws. Amergis and Customer acknowledge that certain states have enacted, and in the future may enact, laws, rules and regulations governing Amergis, Customer and/or the Services contemplated by this Agreement (collectively, "State Staffing Laws"). Accordingly, the terms of the Agreement are hereby



amended to the extent necessary to comply with applicable State Staffing Laws and any terms contrary to such State Staffing Laws are deemed void and unenforceable. If Customer has Worksites located in multiple states, the laws of the state in which that Worksite resides shall determine whether any State Staffing Law applies to such Worksite.

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

6.1 Invoicing. Amergis will supply Personnel under this Agreement at the rate(s) listed in the Statement of Work or Assignment Confirmations for this Agreement. Amergis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. Customer Invoices shall be submitted to the following electronic mail address or by the applicable agreed upon Timecard Application.

Invoicing E-mail: jgeiger@wbasd.k12.pa.us

Invoicing Contact: James Geiger

Invoicing Address: 730 South Main Street, Wilkes-Barre, PA 18711

6.2 Payment. All amounts are due and payable within thirty (30) days from the date of invoice. Amergis' preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. Amergis reserves the right to accept or deny payment via credit card on a case-by case basis. Customer will be responsible for an additional surcharge of the lesser of 4% or the maximum amount allowed under applicable law for administrative/processing fee on all accepted payments made via credit card. If any portion of an amount billed by Amergis under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Amergis of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

6.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

6.4 Annual Rate Increases. Customer agrees to and accepts annual rate increases at the percentage listed on "Attachment A" of this Agreement.

6.5 Customer Bankruptcy or Insolvency. Customer agrees that in the event Customer files bankruptcy, (i) to the extent Amergis pays the salary and other direct labor costs of Personnel it provides to Customer and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by Customer to Amergis prior to bankruptcy, and/or (ii) Customer is the assignee of claims held by such Personnel against Customer for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then Amergis has a claim against Customer in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by Customer are released.



6.6 Assurances. In the event Amergis in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Amergis may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Amergis may apply to outstanding invoices in the event that Customer fails to timely pay such invoices. Customer agrees to provide the requested prepayment deposit within five (5) days. In the event that Amergis applies the prepayment deposit in accordance with this Section at such time that concern about Customer's impending insolvency remains, Customer agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

6.7 Transaction Taxes. Customer shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by Amergis. If Customer provides Amergis with a valid tax exemption certificate in accordance with local laws covering the Services provided by Amergis, Amergis will not collect Transaction Taxes.

ARTICLE VII. RELATIONSHIP OF THE PARTIES

7.1 Independent Legal Entities. Amergis and Customer are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of Independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither Amergis nor Customer nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

7.2 Use of Contractors. Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC in accordance with Article IX hereof; or (ii) in the event Customer makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement. Amergis will ensure that any Contractor Personnel provided to Customer by a Contractor will comply with the Personnel Requirements set forth in Section 3.2 and timely perform Services under this Agreement.

7.3 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when a Customer employee or Personnel has professional or personal interests that compete with his/her/their ability to provide Services to or on behalf of Amergis or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

ARTICLE VIII. TRAVEL DELIVERY AND ADDITIONAL OFFERINGS

8.1 Travel Delivery Services. In addition to the Services outlined herein and any applicable Statement of Work, Amergis can provide travel delivery services through its national delivery hubs.

8.2 Travel Personnel Coordination. Amergis will be solely responsible for coordinating Travel Personnel's travel assignments to Customer including housing, payroll, and related functions. Amergis reserves the right to cancel the term of Travel Personnel with written notification to Customer. Amergis will endeavor to provide a qualified replacement for cancelled Travel Personnel within fourteen (14) days from the date of notification.

8.3 Travel Personnel Expense Reimbursement. The rates paid to Amergis by Customer for Travel Personnel include amounts to reimburse Amergis for Travel-Expense Payments Amergis makes to Travel Personnel. Amergis



will provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.

8.4 Per Diem Personnel. Customer will use its best efforts to request Per Diem Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Per Diem Personnel. All information regarding reporting time and assignment will be provided by Customer to Amergis at the time of the initial call.

(a) Per Diem Personnel Short-notice Requests. Amergis will bill Customer for the entire shift if an order for Per Diem Personnel is made less than two (2) hours prior to the start of the shift, as long as the Per Diem Personnel report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.

(b) Per Diem Personnel Order Cancellation. If Customer changes or cancels an order for Per Diem Personnel less than two (2) hours prior to the start of a shift, Amergis will bill Customer for two (2) hours at the established fee for each scheduled Per Diem Personnel. Amergis will be responsible for contacting Per Diem Personnel prior to reporting time.

ARTICLE IX. ASSIGNMENT OR SUBCONTRACTING

9.1 Assignment or Subcontracting. Amergis can assign or subcontract this Agreement with written notice to Customer. Should Customer request Locum Tenens providers from Amergis, the Parties shall enter into a separate Agreement, Statement of Work for Locum Tenens coverage, or Assignment Confirmation to define the scope and duration of Contractor Assignments.

(a) Sunburst. The Parties may agree to utilize Amergis' in-house workforce solution, Sunburst, by mutual written agreement ("MSP Opt-In"), after which Attachment "C" shall take effect and govern the scope of work for the managed service provider offering ("MSP"). For the purpose of this Section, email correspondence between the Parties indicating mutual intent to utilize Sunburst shall be sufficient to effectuate the MSP Opt-In. In absence of such MSP Opt-In, Attachment "C" shall not take effect.

(b) Locum Tenens division. Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC ("Locum Tenens division"); or (ii) in the event Customer makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement.

ARTICLE X. INSURANCE

10.1 Amergis Insurance. Amergis will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering temporary staffing Services provided by Personnel. Amergis will provide a certificate of insurance evidencing such coverage upon written request by Customer.

10.2 Customer Insurance. Customer will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Customer



will give Amergis prompt written notice of any material change in Customer coverage. Customer shall name Amergis as an additional insured on its general liability policy.

ARTICLE XI. INDEMNIFICATION

11.1 Indemnification by Amergis. Amergis agrees, at its own expense, to indemnify, defend, and hold harmless Customer and its parent, subsidiaries, Affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

- (a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Amergis' employees' negligent acts or omissions in the performance of Services under this Agreement; or
- (b) any breach by Amergis of Section 3.2 or Section 3.3.

11.2 Indemnification by Customer – Customer agrees, at its own expense, to indemnify, defend, and hold harmless Amergis and its parent, subsidiaries, affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

- (a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Customer's employees' negligent acts or omissions in the performance of Services under this Agreement; or
- (b) any Transaction Taxes levied, assessed, or imposed by any taxing authority as a result of, or in connection with this Agreement, whatever the source and regardless of whether invoiced to or remitted by Customer.

11.3 Indemnification Procedures – The Party seeking indemnification under this Article XI (the "Indemnified Party") shall notify the other Party (the "Indemnifying Party") promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this Agreement; provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, the Indemnifying Party shall have authority to defend or settle the claim; provided, however, that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim, and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party's prior written consent.

ARTICLE XII. LIMITATION OF LIABILITY

12.1 Limitation on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER



IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Cap on Damages. THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE SUM OF ALL FEES PAID OR PAYABLE TO AMERGIS BY CUSTOMER UNDER EITHER THE APPLICABLE STATEMENT OF WORK OR FOR SERVICES RENDERED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH SUCH LIABILITY AROSE, WHICHEVER IS LESS. MULTIPLE CLAIMS UNDER THIS AGREEMENT WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.

ARTICLE XIII. DISPUTE RESOLUTION

13.1 Dispute Resolution. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties.

13.2 Dispute Resolution Process. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

13.3 Inability to Resolve. If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

ARTICLE XIV. CONFIDENTIALITY AND USAGE OF DATA

14.1 Confidentiality.

(a) Amergis/Customer Information. The Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information, which may be considered confidential or trade secret information (collectively "Information") such that a Party may derive independent economic value, actual or potential, from the Information not being generally known to the public or to other persons or entities, which are not a party to this Agreement. This Information may include, without limitation, information with respect to the Party's customers, vendors, cost structure, and/or business strategy, or business methods at any time used, developed, or disclosed by the Party. Each of the Parties agree that neither it, nor its staff shall, at any time either during or subsequent to the termination of this Agreement, disclose the Information to others, use, copy, or permit the Information to be copied, except pursuant to duties for or on behalf of the other Party as defined within this Agreement. A Party may disclose the Information pursuant to a governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar request, provided that the other Party promptly notifies the non-disclosing Party, in writing of such request or demand for disclosure, and no later than within forty-eight (48) hours of receipt



of such request, so that the non-disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Information.

- (b) **Disclosure of Amergis/Customer Partnership.** From time to time, Amergis lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in Section 14.1(C) and/or Section 14.2 of this Agreement. Customer agrees that Amergis may disclose the partnership between Amergis and Customer, and use Customer's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the Amergis /Customer partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.
- (c) **Student Information.** In the event that Amergis receives student information, which may include student financial or medical information (collectively "Student Information"), Amergis shall not disclose any Student Information for which Services are provided under this Agreement to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Customer, Amergis, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. Amergis may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If Amergis is provided access to students' records, Amergis shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. Amergis shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Amergis reserves the right to retain any Student Education super for the length of time necessary to meet Amergis' contractual and legal commitments.

14.2 Data Security. Customer will be responsible for establishing and overseeing all access, maintenance, and transmission of Customer and Student data and information, including privacy and security measures required under Law, which may further be needed to maintain and protect the security of all Customer computer systems, networks, and/or data related to the Services under this Agreement. Customer will be responsible for providing all education and training to Personnel as it relates to Customer's privacy and security measures and processes, including, without limitation the Customer's processes and expectations for collecting, storing, securing, and transferring Customer or Student data and information accessed, collected, and maintained under this Agreement.

Customer acknowledges and understands and agrees that no Personally identifiable information ("PII") or Protected Health Information ("PHI") PHI will be relayed, transmitted, or otherwise provided to or stored by Amergis or Amergis Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Amergis with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Amergis, its directors, officers, shareholders, employees, and agents from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the negligent handling of PII or PHI, including the unauthorized use, access, or disclosure by Customer, its employees, agents, and subcontractors.

14.3 Aggregate Statistical Usage. Customer acknowledges and agrees that Amergis will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking



mechanism, such data does not contain student data or identifying student information. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Amergis shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Amergis, Amergis Personnel, and Contractors affiliated with Amergis under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Amergis customers, so as to be non-specific to any Individual Customer.

14.4 Survival. All obligations set forth in this Article XIV shall survive the termination of this Agreement.

ARTICLE XV. TERMINATION

15.1. Termination for Convenience. Either Party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of the termination date to the other Party.

15.2. Termination for Cause. If payment default occurs, Amergis may terminate this Agreement upon seven (7) days advance written notice of the termination date to Customer.

15.3 Post Termination Obligations. Termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE XVI. GENERAL TERMS

16.1 Non-discrimination. Neither Amergis nor Customer will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed Services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

16.2 Compliance with Laws. Amergis agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state, or local laws and regulations or applicable accrediting body standards are modified, Amergis reserves the right to notify Customer in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulation.

16.3 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

16.4 Assignment of Agreement. Customer may not assign this Agreement without the prior written consent of Amergis, and such consent will not be unreasonably withheld. Amergis may assign this Agreement without consent and/or notice for assignment to either: (i) an entity owned by or under common control with assignor, (ii) in connection with any acquisition of all of the assets or capital stock of Amergis, and/or (iii) a name change by Amergis.



16.5 Attorneys' Fees. In the event either Party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such Party for Services provided, the prevailing Party shall be entitled to receive from the other Party, in addition to all other sums due, reasonable attorney's fees, court costs, and expenses, if any, incurred enforcing its rights and/or collecting its monies, including any fees and costs incurred on an appeal.

16.6 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

Wilkes-Barre Area School District
730 South Main Street,
Wilkes-Barre Pennsylvania 18711

Amergis Healthcare Staffing, Inc.
7223 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department
Email copy to: contracts@amergis.com

ATTN: James Gelger

COPY TO:
Amergis Healthcare Staffing, Inc.
2208 Quarry Drive, Reading, PA, 19609, United
States of America
ATTN: Krissna Nuon

16.7 Headings. The headings of sections and subsections of this Agreement are solely for reference only and will neither affect nor control the meaning or interpretation of this Agreement.

16.8 Merger. This Agreement constitutes the entire contract between Customer and Amergis regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. All terms of a later signed Agreement will supersede a prior signed Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

16.9 Amendment. No changes and/or amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 3.1(a), Section 16.2, and Attachment(s).

16.10 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful, and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.



Customer and Amergis have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the Effective Date set forth above.

WILKES-BARRE AREA SCHOOL DISTRICT

AMERGIS HEALTHCARE STAFFING, INC.:

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date



**STATEMENT OF WORK
ATTACHMENT "A"**

- 1. Scope of Services.** Amergis is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer's management and supervision at a Work Site or in an environment controlled by Customer. Upon Customer's request for supplemental personnel, Amergis will use commercially reasonable efforts to provide Personnel to Customer. Customer shall communicate duties, shifts, unit assignments and other working details to Personnel during their Assignment.
- 2. Length of Assignment.** Personnel will be assigned to the Customer specified Work Site(s) exclusively for at least 90 days or 13 weeks. If Per Diem Personnel are requested, Customer and Amergis will use commercially reasonable efforts to document the length of the assignment(s) in a Customer Assignment Confirmation.
- 3. Personnel Requirements and Screening.** Amergis will supply Customer with Personnel who meet the criteria set forth in the Assignment Onboarding Attachment "B". Amergis will provide Personnel who have the necessary and appropriate skills, education, knowledge and experience for the positions to be filled, subject to the approval of the Customer.
- 4. Interview.** Customer may request to conduct a telephone interview with any Personnel candidate prior to the Services commencing. If Customer requests a face-to-face interview for Travel Personnel, Amergis will bill Customer for cost of travel, lodging, and reasonable per diem expenses.
- 5. Bill Rates.** Bill Rates are agreed to between the Customer and Amergis for the following positions. If Customer and Amergis execute a subsequent Assignment Confirmation(s) per individual Personnel the Bill Rates in the Assignment Confirmation will apply to the named Personnel therein and for the timeframe indicated.

Positions	Rate (\$ per hour)	Summer/Per Diem Rate (\$ per hour)
PCA	\$38.00	\$48.00
Paraeducator	\$42.00	\$54.00
Behavior Technician	\$44.00	\$55.00
1on1 School Nurse (LPN/RN)	\$60.00	\$75.00
Classroom Nurse (LPN/RN)	\$63.00	\$78.00
Health Room (LPN/RN)	\$65.00	\$81.00
Certified School Nurse (CSN)	\$74.00	\$92.00
Physical Therapist Assistant, Certified Occupational Therapist Assistant	\$74.00	Varies per assignment



Speech Language Pathologist Assistant	\$79.00	Varies per assignment
Physical or Occupational Therapist (PT/OT)	\$84.00	Varies per assignment
Speech Language Pathologist (SLP)	\$89.00	Varies per assignment
Long Term Substitute Gen Ed. Teacher	\$59.00	Varies per assignment
General Education Teacher	\$69.00	\$86.00
Special Education Teacher	\$79.00	\$94.00
Sign Language Interpreter	\$64.00	Varies per assignment
School Counselor	\$69.00	Varies per assignment
Social Worker	\$69.00	Varies per assignment
School Psychologist	\$114.00	Varies per assignment
Board Certified Assistant Behavior Analyst (BCaBA)	\$74.00	Varies per assignment
Board Certified Behavior Analyst (BCBA)	\$114.00	Varies per assignment

6. **Out of School Time and Off-Site School Time Educational Services.** Rates charged for educational services rendered outside of school time or off-site during school time will be in accordance with the local and/or state regulatory wage laws. Overtime Rates are also charged for all hours worked in excess according to applicable state law.
7. **Annual Rate Increase.** Effective on the Agreement renewal date and every year thereafter, Bill Rates for all modalities listed above will be increased by three percent (3%) of Bill Rate(s).
8. **Weekend Rates.** Customer and Amergis may agree in individual Assignment Confirmations to Weekend Rates that differ from the Bill Rate. As applicable, Weekend Rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.
9. **Orientation.** Bill Rate(s) will be billed for all time spent in required Customer orientation.
10. **Overtime.** Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Bill Rate for such hours, unless applicable state law requires a different multiplier.
11. **Holidays.** Holiday Rates will apply to all hours worked in the time period beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday Rate is a one and one-half times (1.5x) multiplier of the Bill Rate for the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day



Independence Day	Christmas Day
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12. Work Site. This Statement of Work and underlying Agreement shall apply to all worksites.

13. Invoicing. Amergis will supply Personnel under this Agreement at the Bill Rates listed herein or in any Assignment Confirmation. Amergis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. The specified contacts for Individual Work Sites is set forth below:

Work Site Name	Address	Work Site Invoice Contact
All Worksites	730 South Main Street Wilkes-Barre, PA 18711	James Geiger

14. Changes. Pursuant to Section 3.2 of the Agreement, the Parties agree that Changes may be made to this Statement of Work by execution of a subsequent Statement of Work(s) or Assignment Confirmation(s), or Change Request.

15. On Call. Hours for Personnel that are placed on call will be invoiced to Customer at the "On-Call Hourly Rate" as specified in herein, if applicable, and if called in will be billed at the overtime rate, unless a greater rate such as double time must be used under federal and/or state law.

16. Construction. Except as expressly set forth by this Statement of Work, the Agreement shall continue in full force and effect in accordance with the provisions thereof. Nothing in this Amendment to the Agreement is intended to modify, alter, reduce, or change the right or obligations in the Agreement executed except as expressly stated in this Statement of Work.



ATTACHMENT "B"
PRE-ASSIGNMENT SCREENING

- a. **School Health Services, Related Services, and Special Education Personnel Requirements.** Amergis will supply Customer with School Health Services, Related Services and Special Education Services Personnel requested In Attachment "A" who meet the following criteria, if the role involves the provision of health and mental health services. These roles Include, but are not limited to: RN Certified Nurse, RN, LVN/LPN, BCBA, Behavior Tech, Occupational Therapist, Occupational Therapy Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Amergis will:
 - a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
 - b. Verify current license, registration, or certification for the Services to be provided, If applicable to role;
 - c. Verify skills checklist of competencies for the position and exam;
 - d. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file, in accordance with state regulations;
 - e. Verify relevant professional and specialty experience, as requested by Customer;
 - f. Confirm Personnel are authorized to work;
 - g. Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- b. **Education Personnel Requirements.** Amergis will supply Customer with requested school based professional Personnel as detailed in the Statement of Work performing school based services who meet the following criteria. These roles include but are not limited to the following: Special Education Teacher, Social Worker, School Counselor, Sign Language Interpreter, Admin Teacher Orientation and Mobility, Behavioral Classroom Aide (WA), Speech Language Pathologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Amergis will:
 - a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
 - b. Receive proof of previous employment;
 - c. Verify, license, certification or certification, if applicable to the role;
 - d. Verify relevant professional and specialty expertise as requested by Customer;
 - e. Confirm Personnel are authorized to work;
 - f. Perform federal exclusion checks including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- c. **Customer Criminal Background Report.** In the event that Customer requires Its own criminal background screening, which may include fingerprinting, for Amergis Personnel, Customer shall provide Amergis with a copy of the results and/or report, or the "Clear" or "Not Clear" status. Providing first day instructions for Amergis Personnel following Customer required background screening will constitute a "Clear" status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.



Attachment "C"
Workforce Solution Addendum

This Workforce Solution Addendum ("Addendum") takes effect as of the date of the MSP Opt-In, as described in the Education Master Services Agreement ("Agreement") between Customer and Amergis, the terms of which are expressly incorporated herein.

- a. **Scope of Services.** Customer wishes to utilize Amergis Healthcare Staffing, Inc.'s workforce solution, Sunburst ("MSP"), to centralize and consolidate the management services of its temporary school-based professionals ("Contract Workers"). Customer agrees that all providers of temporary staffing services ("Staffing Suppliers") inquiring to provide healthcare-related, school-based staffing services ("Staffing Services") to Customer will be overseen by MSP. Customer shall notify incumbent Staffing Suppliers 1) to work with MSP to obtain necessary program information and onboarding documentation from MSP; and 2) that all communication regarding day-to-day activity and will be conducted between MSP and Customer. MSP will establish a program management team consisting of MSP personnel to be Customer's central point for all matters relating to Customer's staffing needs.
- b. **MSP Services.** The MSP Services provided by MSP to Customer will generally consist of:
 - 1. Identifying strategic Staffing Suppliers for Customer's educational, healthcare and administrative staffing needs;
 - 2. Contracting with Staffing Suppliers;
 - 3. Providing a web-based application software program ("System") to automate the process by which Contract Workers are requisitioned from Staffing Suppliers;
 - 4. Onboarding Contract Workers and providing assignment details;
 - 5. Coordinating with Customer regarding Staffing Suppliers;
 - 6. Verifying each Staffing Supplier has uploaded onboarding documentation;
 - 7. Maintaining accurate and complete statuses; and
 - 8. Validating submission of electronic timecards.
- c. **Purchasing Agent.** MSP will act as Customer's purchasing agent. As Customer's purchasing agent, MSP will enter into Staffing Supplier Agreements with Staffing Suppliers to Provide to Staffing Services to Customer under terms that are substantially the same as those in the Education Master Services Agreement.
- d. **Onboarding and Orientation.** MSP will participate in a review of all Staffing Supplier work progress and satisfaction of any onboarding and orientation requirements set forth in the Education Master Services Agreement, which may be updated/modified by Customer in the System.
- e. **Rates.** Charges will be based on a Customer approved hourly bill rate at the time an order for Contract Worker(s) is posted via the System. Bill rates are subject to change at time of order posting based on Customer Approval. Customer and MSP reserve the right to add additional modalities/positions if needed and agreed upon. All orders for Contract Workers will be submitted through the System.
- f. **Incident Reporting.** Customer agrees to notify MSP of any incident involving Contract Workers within forty-eight (48) hours of its occurrence. Customer agrees to provide MSP with documentation of any investigation conducted related to Contract Workers and/or the Staffing Services.
- g. **Consolidated Invoices.** All Staffing Supplier invoices are consolidated as a part the MSP Services. MSP will issue



consolidated invoices to Customer on a weekly basis (or on a less frequent basis if requested by Customer). Customer will remit payment for uncontested invoices in a timeframe consistent with the Education Master Services Agreement.

- h. **Taxes.** Bill Rates do not include any applicable Transaction Taxes. Customer is responsible for any applicable Transaction Taxes and, if applicable, shall pay or reimburse MSP for Transaction Taxes as a result of, relating to, or in connection with this Addendum (including with respect to Transaction Taxes required to be forwarded by MSP to Staffing Suppliers in connection with their provision of Staffing Services). If Customer provides MSP with a tax exemption certificate in accordance with local laws that covers the MSP Services provided by MSP, MSP will not collect Transaction Taxes if the tax exemption certificate is valid. The rates paid to Suppliers for Travel Personnel include amounts to reimburse Suppliers for Travel-Expense Payments made to Travel Personnel. Suppliers shall provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.
- i. **MSP Fee.** MSP will provide MSP Services at no direct cost to Customer. MSP's administrative fee for MSP Services will be funded by participating Staffing Suppliers.
- j. **Aggregate Statistical Usage.** Customer acknowledges and agrees that MSP will collect data related to the performance of the Staffing Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Customer acknowledges and agrees that MSP shall have the perpetual right to use and disclose the data collected relating to the Services, in any manner, as long as any data collected is done on an aggregate basis, with Customer's data aggregated so as to be non-specific to Customer or including any personally identifiable information of an individual.

Exhibit 2

INTERGOVERNMENTAL AGREEMENT

BETWEEN

LUZERNE INTERMEDIATE UNIT #18

AND

Wilkes-Barre Area School District

2024 - 25 IDEA ALLOCATION

BASED ON DECEMBER 1, 2023 IDEA CHILD COUNT

CHILD COUNT	1613
IDEA ALLOCATION	\$1,052,832

CFDA #: 84.027

Grant Agreement: 062-25-0018

Federal Award #: H027A240093

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement entered into this 1st day of **July 2024**, by and between the *Board of Education of Luzerne (LIU) Intermediate Unit #18*, hereinafter called ("LIU"), and the *Wilkes-Barre Area School District* hereinafter called ("district").

BACKGROUND

LIU, on the first day of July 2024, entered into an Intergovernmental Agreement with the Department of Education of the Commonwealth of Pennsylvania, hereinafter called ("Department"). LIU agreed to furnish all certified personnel, facilities, materials and other services (in consultation with the Department) needed to perform the services described in the Department's most current IDEA Application Guidelines, which contract, riders and guidelines are set forth as Exhibit 1 of this Intergovernmental Agreement and are hereby incorporated by reference into this Intergovernmental Agreement.

The Department has authorized LIU to enter into an Intergovernmental Agreement with the district whereby the furnishing of all certified personnel, facilities, materials and other services (in consultation with the Department) needed to perform the services described, and compliance with the terms and conditions of the Department's most current IDEA Application Guidelines set forth in Exhibit 1 will be the sole obligation of the district and will no longer be a responsibility of LIU. LIU has determined that the estimated IDEA allocation for the district is **\$1,052,832** as set forth in Exhibit 2, which is hereby incorporated by reference into this. The said funds must be used to supplement the provision of special educational and related services for eligible school age children as set forth in Exhibit 1, page 11 which is hereby incorporated by reference into this contract.

WITNESSETH

CFDA #: 84.027

Grant Agreement: 062-25-0018

Federal Award #: H027A240093

In Consideration of the mutual covenants, and intending to be legally bound, the parties hereto agree as follows:

1. LIU hereby agrees to transfer the funds (estimated) set forth in Exhibit 2 to the district to be administered in accordance with Exhibit 1 of this Intergovernmental Agreement.
2. The district agrees to accept the funds set forth in Exhibit 2 and to comply with the provisions set forth in Exhibit 1 of this Intergovernmental Agreement.
3. The district shall comply in full with the terms and conditions set forth in Exhibit 1 of this Intergovernmental Agreement to the extent that such terms and conditions pertain to or limit the services for which IDEA funding may be used, the expenditure of IDEA funding, and the accounting for children served and funds used. Any reports, budgets, or other documents required to fulfill these terms and conditions shall be furnished by the district within applicable timelines directly to the IU.
4. The undersigned authorized representatives of the district hereby certify that the district's governing body has adopted the terms of this Intergovernmental Agreement and has authorized the undersigned in its behalf to enter into this Intergovernmental Agreement.
5. Further, the district agrees to indemnify and save and hold harmless LIU, members of the board, officers, agents, servants, and employees from any loss, liability, damages, costs (including, but without being limited to, court costs, arbitration costs, administrative proceedings or audits and in the amount of any judgment, award, or decision) and expenses (including, but without being limited to, counsel fees) reasonably paid or incurred in connection with any civil action, criminal action, administrative

CFDA #: 84.027

Grant Agreement: 062-25-0018

Federal Award #: H027A240093

proceeding, arbitration proceeding or audit or any other type of proceeding or action instituted or threatened against LIU, members of the board, officers, agents, servants, and employees by reason of any act or thing alleged to have been done or omitted, including negligent acts or omission, by the district, a member of its board, officers, agents, servants, and employees in the administration of the district's IDEA allocation or compliance with the terms, conditions, duties and responsibilities set forth in Exhibit 1.

The district agrees to receive the following from the LIU18 consortium with their 2024-2025 IDEA funds:

- ☒ Training and Consultation Services (TAC)
- ☒ Transition Services
- ☒ Extended School Year (ESY) Programming
- ☒ Pass-through funds

The district agrees that the foregoing is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania, and that if any portion thereof is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

The parties hereto, intending to be legally bound hereby, execute this Intergovernmental Agreement the 1st day of July, 2024.

LIU #18

Wilkes-Barre Area School District

Dr. Anthony Grieco
Executive Director

Dr. Brian Costello
Superintendent

CFDA #: 84.027
Grant Agreement: 062-25-0018
Federal Award #: H027A240093



Innovamat Education Inc.

3001 Bridgeway, Ste 312, Sausalito, CA 94965, USA
 EIN: 88-1600717
customers@innovamat.com

Quote: ES-001-24000026

Wilkes-Barre Area SD
 PA-118408852
 730 S Main St Wilkes Barre, PA 18702-3623
brian.costello@wbasd.k12.pa.us

Product & Services Academic Year 2024-2025	Units	Base Price	Discount	Unit price	Total
Kinder – Student Pack					
Includes:					
• Core Curriculum resources (Logbooks and Classroom Manager)	147	\$103,14	22.00%	\$80,01	\$11,760.84
• Digital Practice (Student App access)					
1st Grade – Student Pack					
Includes:					
• Core Curriculum resources (Logbooks and Classroom Manager)	158	\$103,14	22.00%	\$80,01	\$12,640.90
• Digital Practice (Student App access)					
• Early Intervention Screening + RTI					
2nd Grade – Student Pack					
Includes:					
• Core Curriculum resources (Logbooks and Classroom Manager)	165	\$103,14	22.00%	\$80,01	\$13,200.94
• Digital Practice (Student App access)					
• Early Intervention Screening + RTI					
3rd Grade – Student Pack					
Includes:					
• Core Curriculum resources (Logbooks and Classroom Manager)	100	\$103,14	22.00%	\$80,01	\$8,000.57
• Digital Practice (Student App access)					
• Benchmark assessment tools					
4th Grade – Student Pack					
Includes:					
• Core Curriculum resources (Logbooks and Classroom Manager)	145	\$103,14	22.00%	\$80,01	\$11,600.83
• Digital Practice (Student App access)					
• Benchmark assessment tools					
5th Grade – Student Pack					
Includes:					
• Non-PSSA aligned Core Curriculum resources (Access to Classroom Manager)	145	\$103,14	80.00%	\$20.63	\$2,991.06
Kinder Manipulatives Box	6	\$450.00	100.00%	\$0.00	\$0.00
1st Grade - Manipulatives Box	7	\$350.00	100.00%	\$0.00	\$0.00
2nd Grade - Manipulatives Box	7	\$350.00	100.00%	\$0.00	\$0.00
3rd Grade - Manipulatives Box	4	\$350.00	100.00%	\$0.00	\$0.00
4th Grade - Manipulatives Box	6	\$350.00	100.00%	\$0.00	\$0.00
Professional Learning					
Includes:					
• On-Demand Customer Service and tech support	1	\$50,000.00	70.00%	\$15,000.00	\$15,000.00
• Teacher coaching					
• Visits/sessions with a Math Education expert					



Product & Services Academic Year 2024-2025	Units	Base Price	Discount	Unit price	Total
Kinder – Teacher Guide	8	\$0.00	100.00%	\$0.00	\$0.00
1st Grade – Teacher Guide	9	\$0.00	100.00%	\$0.00	\$0.00
2nd Grade – Teacher Guide	9	\$0.00	100.00%	\$0.00	\$0.00
3rd Grade – Teacher Guide	6	\$0.00	100.00%	\$0.00	\$0.00
4th Grade – Teacher Guide	8	\$0.00	100.00%	\$0.00	\$0.00
Total					\$75,195.13



Terms of the quote:

This quote (hereinafter, the "Quote") is made and entered into by and between Innovamat Education Inc., a corporation organised and existing under and by virtue of the laws of the State of Delaware having its registered office at 3001 Bridgeway, Ste 312, Sausalito, CA 94965 (hereinafter, "Innovamat") and the entity whose organizational details are set forth below (hereinafter, the "Client"), each a "Party" and collectively the "Parties".

The prices stated herein shall be applicable to any purchase order (hereinafter, the "PO") placed by the Client.

The Parties agree that, in case a PO is placed by the Client, notwithstanding what is set for in the terms and conditions referred in the following paragraph, the services to be provided by Innovamat shall be subject to the following special conditions:


- Start date of the services: **19th August 2024**.
- Term: **ONE (1) year** length of the contract since the start date. For the sake of clarity, both Parties agree that the service shall last until 30th June 2025.
- Invoicing scheme: Innovamat shall invoice the Client the following amount on the date stated below:
 - **19th August 2024: \$75,195.13**
- Invoice payment: The payment period shall be **SIXTY (60) calendar days from the date of issue of the corresponding invoice**.

The Quote, as well as the access to Innovamat's didactic proposal, products and/or services by the Client, shall be subject to the terms and conditions ("**Terms and Conditions**"), the platform and content use license agreement ("**Platform and Content Use Licence Agreement**") and the data protection agreement ("**DPA**"), all of them available to the Client at the links stated herein.

Therefore, by signing and accepting the Quote, the Client also subscribes to and accepts the specific conditions contained in the Terms and Conditions, the Platform and Content Use Licence Agreement and the DPA, which shall be binding and shall be understood to apply jointly with the Quote and/or the PO as if all were a single, indivisible and inseparable document.

Access to Innovamat's didactic proposal, products and/or services by the Client shall be subject to the fulfillment of the Terms and Conditions, the Platform and Content Use Licence Agreement and the DPA.

In witness whereof, the parties have caused this Quote with the documents attached to be executed as of the date below written by their respective officers thereunto duly authorized:

Legal entity:	Innovamat Education Inc	
Name and surname of signatory:	Mr. Joan Soler Tubert	
Email:	joan.soler@innovamat.com	
Title of the signatory:	CFO and member of the Board of Directors	
Place and date:	Barcelona, July 31st 2024	
Signature:		

BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE**Rev. Shawn Walker, Chairperson****TO: The President and Members of the Wilkes-Barre Area School Board**

The Budget Finance/Materials & Supplies/Contracted Services Committee respectfully submits the following reports and recommendations:

A. ADMINISTRATIVE

1. That approval be given to the Treasurer's Reports for May & June 2024. **"Exhibit N"**
2. Capital Projects – That approval be given to the payments listed below.

	<u>Payee</u>	<u>Project</u>	<u>Fund</u>	<u>Invoice No.</u>	<u>Amount</u>
A2.1	The Brewer-Garrett Company	GAR/Kistler ESCO	Capital Reserve	APP 13A	\$ \$92,447.00
A2.2	The Brewer-Garrett Company	GAR/Kistler ESCO	Capital Reserve	APP 14A	\$ \$144,818.00
A2.3	The Brewer-Garrett Company	GAR/Kistler ESCO	Federal	APP 11B	\$ \$1,624,775.00
A2.4	The Brewer-Garrett Company	GAR/Kistler ESCO	Federal	APP 12B	\$ \$ \$2,534,607.00
A2.5	The Brewer-Garrett Company	Flood/Heights ESCO	Capital Reserve	APP 1	\$ \$845,459.00
A2.6	The Brewer-Garrett Company	Flood/Heights ESCO	Capital Reserve	APP 2	\$ \$548,469.00
A2.7	Stell Enterprises, Inc.	High School	Capital Projects	APP 28	\$ \$5,262.50
A2.8	Stell Enterprises, Inc.	High School	Capital Projects	APP 29	\$ \$213,789.69
A2.9	Torbik Safe & Lock	Fieldhouse	Capital Projects	18631	\$ \$92,000.00
A2.10	McClure Company	Solomon Plains ESCO	Capital Reserve	APP 10	\$ \$1,038,573.47
A2.11	McClure Company	Solomon Plains ESCO	Capital Reserve	APP 11	\$ \$541,094.25

3. That approval be given to ratify the following Capital Project Check:

<u>Vendor</u>	<u>Check #</u>	<u>Amount</u>
Liberty Mutual Insurance	1068	\$9,863.00

BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE

4. That ratification be given to the Repository Tax Sales by Elite Revenue Solutions, as agent for the Luzerne County Tax Claim Bureau as follows:

Property Address	Parcel No.	Proposed Bid
42 Charles St, Wilkes-Barre	73-H9SE1-004-027-000	\$ 1,600.00
73-14-1-812-DI-4, Wilkes-Barre	73-I9NE3-022-020-000	\$ 500.00
224-226 S. Welles St, Wilkes-Barre	73-H9SE3-009-001-000	\$ 500.00

5. That approval be given to purchase student desk storage book boxes for Dodson Elementary @ Mackin from Stone Office Inc. at a total cost of \$8,485.00. **“Exhibit O”**

**WILKES-BARE AREA SCHOOL DISTRICT
CASH ACCOUNT BALANCES
MONTH ENDING MAY 31, 2024**

GENERAL FUND

1	GENERAL FUND CHECKING - FNCB	\$	(1,325,800.65)
2	GENERAL FUND CASH CONCENTRATION - FNCB		46,369,351.22
3	FEDERAL PROGRAMS - FNCB		8,364,844.52
4	FEDERAL PROGRAMS CHAPTER 1 -FNCB		5,868.74
5	FNB BANK		491,189.68
6	FNB BANK		81,869.70
7	JANNEY MONTGOMERY SCOTT		1,881,960.59
8	PNC BANK		411,371.81
9	LPL FINANCIAL		843,840.63
10	EARNED INCOME TAX ACCOUNT-FNCB		5,534.05
11	COMMONWEALTH INVESTMENT #1		13,461.25
12	REAL ESTATE TAX ACCOUNT - FNCB		-
13	FIDELITY CD		489,884.32
14	PLGIT EIT		18,477,853.31
15	ATHLETIC FUND-FNB BANK		319,657.63
16	PAYROLL CHECKING-FNCB		1,946,900.90
17	PAYROLL CLEARING -FNCB		-
	TOTAL GENERAL FUND	\$	78,377,787.70

CAPITAL PROJECTS FUNDS

18	2016 CAPITAL PROJECTS CASH CONCENTRATION-FNCB	\$	669.96
19	PNC BANK INVESTMENT		271,128.23
20	2019 BOND ISSUE		1,145,784.99
21	PLGIT CAPITAL RESERVE		37,001,506.32
22	FNCB 2019 CAPITAL PROJECTS		260,665.20
	TOTAL CAPITAL PROJECTS FUNDS	\$	38,679,754.70

FIDUCIARY FUNDS - TRUST AND AGENCY

TRUST FUNDS:			
23	WHOLE LIFE GROUP TRUST-CITIZENS BANK	\$	3,462.62
24	COMMONWEALTH INVESTMENTS WHOLE LIFE		386,756.58
25	FNB BANK WHOLE LIFE		786,881.52
AGENCY FUNDS:			
26	ELEMENTARY ACTIVITY FUND-FIDELITY BANK		103,986.73
27	SECONDARY ACTIVITY FUND-FIDELITY BANK		257,406.74
28	PACK SHACK - FIDELITY BANK		13,457.65
	TOTAL FIDUCIARY - TRUST AND AGENCY FUNDS	\$	1,551,951.84

PROPRIETARY FUND - FOOD SERVICE

29	FOOD SERVICE CHECKING ACCOUNT-FIDELITY Bank	\$	7,872,813.09
	TOTAL PROPRIETARY FUND - FOOD SERVICE	\$	7,872,813.09

DEBT SERVICE FUND

30	COMMONWEALTH INVESTMENTS DEBT SERVICE	\$	10,774.78
	TOTAL DEBT SERVICE FUND	\$	10,774.78

**WILKES-BARE AREA SCHOOL DISTRICT
CASH ACCOUNT BALANCES
MONTH ENDING JUNE 30, 2024**

GENERAL FUND

1	GENERAL FUND CHECKING - FNCB	\$	(1,440,591.07)
2	GENERAL FUND CASH CONCENTRATION - FNCB		37,449,564.22
3	FEDERAL PROGRAMS - FNCB		5,333,653.19
4	FEDERAL PROGRAMS CHAPTER 1 -FNCB		5,868.74
5	FNB BANK		492,508.49
6	FNB BANK		82,089.51
7	JANNEY MONTGOMERY SCOTT		1,888,747.82
8	PNC BANK		412,249.99
9	LPL FINANCIAL		844,393.41
10	EARNED INCOME TAX ACCOUNT-FNCB		9,530.16
11	COMMONWEALTH INVESTMENT #1		13,519.40
12	REAL ESTATE TAX ACCOUNT - FNCB		-
13	FIDELITY CD		490,362.80
14	PLGIT EIT		3,548,349.43
15	ATHLETIC FUND-FNB BANK		319,817.75
16	PAYROLL CHECKING-FNCB		2,037,688.16
17	PAYROLL CLEARING -FNCB		-
	TOTAL GENERAL FUND	\$	51,487,752.00

CAPITAL PROJECTS FUNDS

18	2016 CAPITAL PROJECTS CASH CONCENTRATION-FNCB	\$	669.96
19	PNC BANK INVESTMENT		271,112.27
20	2019 BOND ISSUE		1,150,852.21
21	PLGIT CAPITAL RESERVE		50,940,086.55
22	FNCB 2019 CAPITAL PROJECTS		260,804.08
	TOTAL CAPITAL PROJECTS FUNDS	\$	52,623,525.07

FIDUCIARY FUNDS - TRUST AND AGENCY

TRUST FUNDS:

23	WHOLE LIFE GROUP TRUST-CITIZENS BANK	\$	3,462.88
24	COMMONWEALTH INVESTMENTS WHOLE LIFE		388,427.42
25	FNB BANK WHOLE LIFE		788,994.24

AGENCY FUNDS:

26	ELEMENTARY ACTIVITY FUND-FIDELITY BANK		94,482.95
27	SECONDARY ACTIVITY FUND-FIDELITY BANK		253,445.76
28	PACK SHACK - FIDELITY BANK		13,830.41

TOTAL FIDUCIARY - TRUST AND AGENCY FUNDS	\$	1,542,643.66
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PROPRIETARY FUND - FOOD SERVICE

29	FOOD SERVICE CHECKING ACCOUNT-FIDELITY Bank	\$	8,606,658.01
	TOTAL PROPRIETARY FUND - FOOD SERVICE	\$	8,606,658.01

DEBT SERVICE FUND

30	COMMONWEALTH INVESTMENTS DEBT SERVICE	\$	10,821.33
	TOTAL DEBT SERVICE FUND	\$	10,821.33



Phone: 570-342-1477 Fax: 570-344-1339
321 Pear Street Scranton, PA 18505

PROPOSAL: 22720
PROJECT #: 2-552

DATE: 08/03/22

PROPOSAL FOR:		SHIP TO:	
Wilkes-Barre Area School District 730 S MAIN ST WILKES-BARRE PA 18711		Wilkes-Barre Area School District Mackin Dodson Elementary WILKES-BARRE PA 18711	
SALESPERSON: Jim Hogan		CUSTOMER P/O:	QUOTE VALID THROUGH: 09/01/22

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
Pricing is per PA State Contract 4400025659 Orders should be addressed to: HON c/o Stone Office 200 Oak St. Muscatine, IA					
1	58.0	HLDA-15	Storage Book Box. 4 per Pkg.	146.30	8,485.40



Phone: 570-342-1477 Fax: 570-344-1339
321 Pear Street Scranton, PA 18505

PROPOSAL: 22720
PROJECT #: 2-552

DATE: 08/03/22

PROPOSAL FOR:	SHIP TO:
Wilkes-Barre Area School District 730 S MAIN ST WILKES-BARRE PA 18711	Wilkes-Barre Area School District Mackin Dodson Elementary WILKES-BARRE PA 18711

SALESPERSON:
Jim Hogan

CUSTOMER P/O:

QUOTE VALID THROUGH:
09/01/22

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
SUBTOTAL.....:					8,485.40
TOTAL.....:					8,485.40

Payment Terms: Cash or check, Credit Card or Finance/Lease

Order will not be placed until deposit is received.
Pricing is for installation during regular working hours.
Any changes must be made in writing and may result in additional charges.
Once orders are placed with the manufacturer, they cannot be cancelled or returned.
Delivery cannot be scheduled until product is received in our warehouse.
Customer is responsible for connecting the building power source to workstation.
Customer is responsible for clearing area of all furniture and equipment.
Elevator must be available for delivery if needed.

AUTHORIZED BY

Date _____

BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE

B. FEDERAL

That in accordance with the authority of the Board, the following Federal Fund AP Checks #3336 to #3364 and #3365 to #3389; Federal Fund Wire Transfers #202300473 to #202300488 and #202400489 to #202400501 which were drawn for payment since the last regular Board meeting of the Board of Education held on June 10, 2024.

CHECK CHECK			INVOICE		INVOICE	
NUMBER	DATE	VENDOR	DATE	DESCRIPTION	NUMBER	AMOUNT
202300473	06/06/2024	WBASD - GENERAL FUND	06/06/2024	Federal Admin Employer Costs WT 6-6-2024	6-5-2024	18,102.97
202300474	06/06/2024	WILKES-BARRE AREA SC	06/06/2024	Federal Admin Gross PR WT 6-6-2024	6-5-24	41,898.19
202300475	06/10/2024	WBASD - GENERAL FUND	06/10/2024	Federal Teachers Employer Costs WT 6-10-2024	6-9-2024	84,052.20
202300476	06/10/2024	WILKES-BARRE AREA SC	06/10/2024	Federal Teachers Gross PR WT 6-10-2024	6-9-24	196,728.79
202300477	06/14/2024	WBASD - GENERAL FUND	06/14/2024	Federal Operations Employer Costs WT 6-14-2024	6-13-2024	4,689.54
202300478	06/14/2024	WILKES-BARRE AREA SC	06/14/2024	Federal Operations Gross PR WT 6-14-2024	6-13-24	11,033.14
202300479	06/20/2024	WBASD - GENERAL FUND	06/20/2024	Federal Admin Employer Costs WT 6-20-2024	88541	19,612.41
202300480	06/20/2024	WILKES-BARRE AREA SC	06/20/2024	Federal Admin Gross PR WT 6-20-2024	88520	45,260.98
202300481	06/25/2024	WBASD - GENERAL FUND	06/25/2024	Federal Teachers Employer Costs WT 6-25-2024	6-24-2024	82,640.13
202300482	06/25/2024	WILKES-BARRE AREA SC	06/25/2024	Federal Teachers Gross PR WT 6-25-2024	6-24-24	210,389.30
202300483	06/28/2024	WBASD - GENERAL FUND	06/28/2024	Federal Operations Employer Costs WT 6-28-2024	6-27-2024	4,689.19
202300484	06/28/2024	WILKES-BARRE AREA SC	06/28/2024	Federal Operations Gross PR WT 6-28-2024	6-27-24	11,032.29
202300485	06/28/2024	WBASD - GENERAL FUND	06/28/2024	Federal Operations Retro Void/Reissue Employer Costs WT 6-28-2024	6-27-2024	6,627.38
202300486	06/28/2024	WILKES-BARRE AREA SC	06/28/2024	Federal Operations Retro Void/Reissue Gross PR WT 6-28-2024	6-27-24 Re	15,325.16
202300487	06/19/2024	WBASD - GENERAL FUND	06/19/2024	May 2024 Federal Programs Interest WT 5-31-2024	90290	23,813.90
202300488	06/25/2024	WBASD - GENERAL FUND	06/25/2024	Reimbursement from Federal Programs to General Fund for 2023-2024 health insurance	101019	1,190,828.00
Totals for checks						1,966,723.57

CHECK CHECK			INVOICE		INVOICE	
NUMBER	DATE	VENDOR	DATE	DESCRIPTION	NUMBER	AMOUNT
202400489	07/03/2024	WBASD - GENERAL FUND	07/03/2024	Federal Admin 12 Mo Employer Costs WT 7-3-2024	115636	5,407.98
202400490	07/03/2024	WILKES-BARRE AREA SC	07/03/2024	Federal Admin 12 Mo Gross PR WT 7-3-2024	115640	12,808.41
202400491	07/03/2024	WBASD - GENERAL FUND	07/03/2024	Federal Admin 10 Mo Employer Costs WT 7-3-2024	115648	1,513.18
202400492	07/03/2024	WILKES-BARRE AREA SC	07/03/2024	Federal Admin 10 Mo Gross PR WT 7-3-2024	115655	3,575.66
202400493	07/10/2024	WBASD - GENERAL FUND	07/10/2024	Federal Teachers Employer Costs WT 7-10-2024	127791	63,660.75
202400494	07/10/2024	WILKES-BARRE AREA SC	07/10/2024	Federal Teachers Gross PR WT 7-10-2024	127795	148,697.01
202400495	07/18/2024	WBASD - GENERAL FUND	07/18/2024	Federal Admin 12 Mo Employer Costs WT 7-18-2024	142562	5,407.59
202400496	07/18/2024	WILKES-BARRE AREA SC	07/18/2024	Federal Admin 12 Mo Gross PR WT 7-18-2024	142579	12,808.41
202400497	07/18/2024	WBASD - GENERAL FUND	07/18/2024	Federal Admin 10 Mo Employer Costs WT 7-18-2024	142544	1,513.18
202400498	07/18/2024	WILKES-BARRE AREA SC	07/18/2024	Federal Admin 10 Mo Gross PR WT 7-18-2024	142559	3,575.66
202400499	07/25/2024	WBASD - GENERAL FUND	07/25/2024	Federal Teachers Employer Costs WT 7-25-2024	155120	91,865.18
202400500	07/25/2024	WILKES-BARRE AREA SC	07/25/2024	Federal Teachers Gross PR WT 7-25-2024	155128	215,227.01
202400501	07/29/2024	WBASD - GENERAL FUND	07/29/2024	June 2024 Federal Interest WT 6-30-2024	164128	22,688.13
Totals for checks						588,748.15

CHECK CHECK			PO INVOICE		INVOICE	INVOICE	
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	NUMBER	AMOUNT
3336	06/07/2024	A.M.D.A. DISTRIBUTOR	22400467	05/01/2024	ARP HYC Homeless - Lunch bags and socks	8022352	1,143.60
3337	06/07/2024	ATHERTON, SANDY	0	04/30/2024	April 2024 standard mileage reimbursement: 47mi @ \$.67/mi	APR 2024 M	31.49
3338	06/07/2024	B&H PHOTO-VIDEO INC	22400522	05/22/2024	CSI School Improvement (Sol MS) Laptop	224338705	767.46
3339	06/07/2024	CDW GOVERNMENT INC	22400536	05/28/2024	CSI School Improvement (Sol MS) laptop - Drost	RM45160	778.11
3340	06/07/2024	DISCOUNT SCHOOL SUPP	22400400	05/23/2024	ARP ESSER After School (Kistler) McGavin Tutoring Supplies	P428815501	9.99
	06/07/2024	DISCOUNT SCHOOL SUPP	22400400	05/23/2024	ARP ESSER After School (Kistler) McGavin Tutoring Supplies	P428815501	158.22
3341	06/07/2024	IMAGINE LEARNING LLC	22400525	05/31/2024	Title I NonPub (SNSM) Math Reusable Licenses 24/25	998298	2,000.00
3342	06/07/2024	LAKESHORE LEARNING M	22400515	05/22/2024	ARP ESSER After School (High School) Johnson Tutoring Supplies	5234840522	232.64
	06/07/2024	LAKESHORE LEARNING M	22400428	05/01/2024	ARP ESSER After School (Heights) Brenner Tutoring Supplies	4383190501	68.38
	06/07/2024	LAKESHORE LEARNING M	22400428	05/28/2024	ARP ESSER After School (Heights) Brenner Tutoring Supplies	4383190528	12.34
3343	06/07/2024	ODP BUSINESS SOLUTIO	22400505	05/16/2024	CSI School Improvement (Sol MS) PBIS Activities	3658843590	1,286.31
	06/07/2024	ODP BUSINESS SOLUTIO	22400493	05/14/2024	CSI School Improvement (Sol MS) binders, markers, glue sticks	3675829130	2,111.69
	06/07/2024	ODP BUSINESS SOLUTIO	22400493	05/15/2024	CSI School Improvement (Sol MS) binders, markers, glue sticks	3675829150	117.95
3344	06/07/2024	OLIVE BRANCH BP, INC	0	05/15/2024	4/15/2024-5/15/2024 102 Students Registered at WELA (\$7,500/student amortized monthly), Monthly Furniture Rental (19 of 24)	2324-009	83,017.80
3345	06/07/2024	PHILLIPS SUPPLY CO	22400474	05/21/2024	ARP ESSER After School - Expanding Folders	J4234	3,120.00
	06/07/2024	PHILLIPS SUPPLY CO	22400474	05/21/2024	ARP ESSER After School - Expanding Folders	J4233	2,496.00
3346	06/07/2024	PLTW	22400534	05/17/2024	Title I (High School) PLTW Engineering Participation 2024-25	444415	3,200.00
3347	06/07/2024	REALLY GOOD STUFF LL	22400381	04/16/2024	ARP ESSER (Sol MS) Gordon Tutoring Supplies	8502380	32.37
3348	06/07/2024	SCHOLASTIC CLASSROOM	22400533	05/29/2024	Title I (GAR MS) Jr. Scholastic Classroom Magazine (Pasonick)	M7519148 6	252.15
3349	06/07/2024	SCHOOL SPECIALTY LLC	22400495	05/15/2024	CSI School Improvement (Sol MS) scissors, markers, play dough, CUSTOMER# 264764	2081341228	598.45
	06/07/2024	SCHOOL SPECIALTY LLC	22400501	05/15/2024	ARP ESSER After School (GAR MS) Thomas Tutoring Supplies	2081341226	17.38

CHECK CHECK			PO INVOICE		INVOICE	INVOICE	
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	NUMBER	AMOUNT
3349	06/07/2024	SCHOOL SPECIALTY LLC	22400507	05/17/2024	CSI School Improvement (Sol MS) PBIS Activites	2081341309	69.45
3350	06/07/2024	THE READING WAREHOUS	22400527	05/28/2024	Title I Parent Engagement (Dodson) Summer Bridge Essentials Backpack	232660	44.85
	06/07/2024	THE READING WAREHOUS	22400528	05/28/2024	Title I Parent Engagement (Heights) Summer Bridge Essentials Backpack	232661	84.75
	06/07/2024	THE READING WAREHOUS	22400529	05/28/2024	Title I Parent Engagement (Flood) Summer Bridge Essentials Backpack	232662	44.85
	06/07/2024	THE READING WAREHOUS	22400532	05/28/2024	Title I Parent Engagement (Kistler) Summer Bridge Essentials Backpack	232666	129.65
	06/07/2024	THE READING WAREHOUS	22400530	05/28/2024	Title I Parent Engagement (GAR MS) Summer Bridge Essentials Backpack	232663	64.80
3351	06/07/2024	VOYAGER SOPRIS LEARN	22400487	05/22/2024	RAISE (ALO Reading K-6 Digital Licenses 24-25)	7866143	19,435.00
3352	06/07/2024	WBASD CAFETERIA ACCO	22400535	05/16/2024	ARP ESSER After School (GAR MS) End of Tutoring IC Social	128	214.62
3353	06/13/2024	THE BREWER-GARRETT C	0	03/12/2024	Wilkes-Barre Area SD, Project Name: WBASD ESCO, Application No: 7B, Period To: 3/12/2024, Contract Date: 6/5/2023	7B	27,577.00
	06/13/2024	THE BREWER-GARRETT C	0	04/20/2024	Wilkes-Barre Area SD, Project Name: WBASD ESCO, Application No: 9B, Period To: 4/20/2024, Contract Date: 6/5/2023	9B	729,558.00
	06/13/2024	THE BREWER-GARRETT C	0	05/23/2024	Wilkes-Barre Area SD, Project Name: WBASD ESCO, Application No: 10B, Period To: 5/23/2024, Contract Date: 6/5/2023	10B	685,501.00
	06/13/2024	THE BREWER-GARRETT C	0	05/23/2024	Wilkes-Barre Area SD, Project Name: WBASD ESCO, Application No: 12B, Period To: 5/23/2024, Contract Date: 6/5/2023	12B	616,148.00
3354	06/24/2024	JONES SCHOOL SUPPLY	22400552	05/15/2024	ATSI (Dodson) PBIS Reward Ribbons, cust# 173101	2102200	28.90
3355	06/24/2024	NEIU 19 - DISTRICT	22400554	06/05/2024	Title I NonPub (Services Triboro Christian Academy)	2400001142	3,244.50
3356	06/24/2024	ODP BUSINESS SOLUTIO	22400519	05/31/2024	CSI School Improvement (Sol MS) colored highlighters, billing ID 73141	3682540280	50.60
3357	06/24/2024	SCHOLASTIC INC	22400452	05/30/2024	Title I (Dodson) Kindergarten Books	61186364	277.02
3358	06/24/2024	STAPLES INC	22400475	05/11/2024	ARP ESSER After School (GAR MS) Cavalari Tutoring Supplies	6002321820	16.41
	06/24/2024	STAPLES INC	22400475	05/18/2024	ARP ESSER After School (GAR MS) Cavalari Tutoring Supplies	6002557031	47.67

CHECK CHECK			PO INVOICE		INVOICE	INVOICE	
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	NUMBER	AMOUNT
3358	06/24/2024	STAPLES INC	22400479	05/11/2024	ARP ESSER After School (High School) Bevan Tutoring Supplies	6002321818	167.52
	06/24/2024	STAPLES INC	22400479	05/11/2024	ARP ESSER After School (High School) Bevan Tutoring Supplies	6002321819	28.99
	06/24/2024	STAPLES INC	22400479	05/18/2024	ARP ESSER After School (High School) Bevan Tutoring Supplies	6002557029	52.93
	06/24/2024	STAPLES INC	22400485	05/18/2024	ARP ESSER After School (High School) Ferretti Tutoring Supplies	6002557028	180.57
	06/24/2024	STAPLES INC	22400499	05/18/2024	ARP ESSER After School (Sol MS) Kirkutis Tutoring Supplies	6002557030	119.01
	06/24/2024	STAPLES INC	22400499	05/18/2024	ARP ESSER After School (Sol MS) Kirkutis Tutoring Supplies	6002557034	132.19
	06/24/2024	STAPLES INC	22400500	05/18/2024	ARP ESSER After School (GAR MS) Thomas Tutoring Supplies	6002557032	118.18
	06/24/2024	STAPLES INC	22400500	05/18/2024	ARP ESSER After School (GAR MS) Thomas Tutoring Supplies	6002557033	47.47
	06/24/2024	STAPLES INC	22400513	05/25/2024	ARP ESSER After School (High School) Gosciewski Tutoring Supplies	6003220230	43.71
	06/24/2024	STAPLES INC	22400516	05/25/2024	ARP ESSER After School (High School) Zimmerman Tutoring Supplies	6003220228	198.66
	06/24/2024	STAPLES INC	22400516	05/25/2024	ARP ESSER After School (High School) Zimmerman Tutoring Supplies	6003220226	29.99
	06/24/2024	STAPLES INC	22400520	05/25/2024	RAISE - monitor	6003220224	339.99
3359	06/24/2024	THE READING WAREHOUS	22400531	05/28/2024	Title I Parent Engagement (Sol MS) Summer Bridge Essentials Backpack	232665	43.85
	06/24/2024	THE READING WAREHOUS	22400526	05/28/2024	Title I Parent Engagement (SPE) Summer Bridge Essentials Backpack	232659	128.65
3360	06/24/2024	WBASD CAFETERIA ACCO	22400549	05/15/2024	Title I Parent Engagement (High School) Junior Jump Start Event 5/15	139	225.00
	06/24/2024	WBASD CAFETERIA ACCO	22400550	05/29/2024	Title I Parent Engagement (Kistler) Multicultural Event Supplies	143	12.09
3361	06/26/2024	ATHERTON, SANDY	0	05/31/2024	May 2024 mileage reimbursement 37.9 mi @ \$.67/mi	May 2024 M	25.39
3362	06/26/2024	DOMIANO, SUSAN	0	05/31/2024	May 2024 mileage reimbursement 74.5mi @ \$.67/mi	May2024 Mi	49.92
3363	06/26/2024	WATKINS, MELISSA	0	05/31/2024	May 2024 mileage reimbursement 17.9mi @ \$.67/mi	May'24 Mil	11.99
	06/26/2024	WATKINS, MELISSA	0	06/30/2024	June 2024 mileage reimbursement 12.5mi @ \$.67/mi	June 2024	8.38

CHECK CHECK		PO INVO ICE		INVO ICE		INVO ICE	
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	NUMBER	AMOUNT
3364	06/27/2024	FRONTLINE TECHNOLOG	2002400865	07/01/2024	PROFESSIONAL LEARNING MANAGEMENT AND ABSENCE & SUBSTITUTE MANAGEMENT ACCT#12619 7/1/2024-06/30/2025	#INVUS2067	12,609.54

Totals for checks

2,198,563.42

CHECK CHECK			PO INVOICE		INVOICE	INVOICE	
NUMBER	DATE	VEND &	NUMBER	DATE	DESCRIPTION	NUMBER	AMOUNT
3365	07/10/2024	BAGSINBULK.COM	22400259	02/05/2024	ARP HYC Homeless - Clear Plastic Backpacks	2509877	8,610.00
3366	07/10/2024	BALANCE YOGA & WELLN	22400559	06/06/2024	7% Set Aside Social Emotional Loss	58	3,400.00
3367	07/10/2024	BEST BUY BUSINESS AD	22400547	06/14/2024	ESSER After School (High School) RODE Mic Set	8223408	299.99
	07/10/2024	BEST BUY BUSINESS AD	22400560	06/27/2024	ATSI (Dodson) keyboard, speaker, wireless microphone, RODE wireless mic	8260419	593.75
3368	07/10/2024	COMMITTEE FOR CHILDR	22400538	06/13/2024	CSI School Improvement (Sol MS)/ ESSER After School 1 yr License Renewal Early Warning Intervention	2048991	4,671.00
3369	07/10/2024	CURRICULUM ASSOCIATE	22400368	05/15/2024	Title III (Continuation of Ellevation Software services - 2 year)	10008005	35,818.02
3370	07/10/2024	DISCOUNT SCHOOL SUPP	22400537	06/08/2024	ARP ESSER After School (Heights) Blasco Tutoring Supplies	P429141901	80.49
	07/10/2024	DISCOUNT SCHOOL SUPP	22400537	06/11/2024	ARP ESSER After School (Heights) Blasco Tutoring Supplies	P429141901	186.23
3371	07/10/2024	GLOBAL VENDING GROUP	22400188	12/12/2023	ESSER 7% Set Aside (High School) 100ct Tokens - Library Vending	25038	463.60
3372	07/10/2024	INSTRUCTIONAL COACHI	22400517	05/16/2024	CSI School Improvement (Sol MS) Instructional Coaching materials	4152	793.00
3373	07/10/2024	OLIVE BRANCH BP, INC	0	06/15/2024	5/15/2024-6/15/2024 102 Students Registered at WELA (\$7,500/student amortized monthly), Final Furniture Rental (Payments 20 through 24)	2324-010	75,089.00
3374	07/10/2024	ORIENTAL TRADING CO	22400464	05/08/2024	ARP ESSER After School - End of Year Gifts	7310499870	788.36
3375	07/10/2024	REALLY GOOD STUFF LL	22400383	04/15/2024	ARP ESSER After School (Heights) Harowicz Tutoring Supplies	8500556	77.68
3376	07/10/2024	RIVERSIDE TECHNOLOGI	22400546	06/20/2024	RAISE - STEM/Business Academy laptops	IN0418029	51,270.00
3377	07/10/2024	SCHOOL DATEBOOKS INC	22400541	06/25/2024	RAISE (Kistler Datebooks - Engage)	S24-028230	639.11
	07/10/2024	SCHOOL DATEBOOKS INC	22400542	06/25/2024	RAISE (Kistler Datebooks - Create)	S24-028230	1,406.05
	07/10/2024	SCHOOL DATEBOOKS INC	22400543	05/10/2024	RAISE (Primary Datebooks - Heights)	S24-027837	1,658.59
	07/10/2024	SCHOOL DATEBOOKS INC	22400544	05/10/2024	RAISE (Elementary Datebooks - Heights)	S24-027838	1,658.59
3378	07/10/2024	SCHOOL SPECIALTY LLC	22400280	03/15/2024	RAISE (HS) Potsko Tutoring Supplies	2081337110	37.94
3379	07/10/2024	STA CENTRAL REGION	22400562	05/31/2024	ESSER 7% - After School Transportation (May)	70263293	1,200.00
3380	07/10/2024	STAPLES INC	22400396	04/20/2024	CSI School Improvement (Sol MS) Magnetic Dry Erase Boards	6001330678	1,840.00
	07/10/2024	STAPLES INC	22400396	04/20/2024	CSI School Improvement (Sol	6001330679	102.00

CHECK	CHECK		PO I	NVOI	CEI	NVOI	CE	I	NVOI	CE	
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	NUMBER		NUMBER		AMOUNT	TN
					MS) Magnetic Dry Erase Boards						
3381	07/10/2024	STATS MEDIC LLC	22400557	06/27/2024	RAISE (High School) Math	71F95705-0				258.00	
					Workshop - Gillis						
3382	07/16/2024	ABOUTANOS, MARIANNE	22400565	07/15/2024	ARP-HCY Homeless - Reimburse	ARP HCY 01				500.00	
					teacher for purchase of						
					supplies for Homeless Summer						
					Program						
3383	07/16/2024	BEVAN, KERYN	22400564	07/15/2024	ARP-HCY Homeless - Reimburse	ARP HCY 02				500.00	
					teacher for purchase of						
					supplies for Homeless Summer						
					Program						
3384	07/16/2024	MCCABE, LISA	22400563	07/15/2024	ARP-HCY Homeless - Reimburse	ARP HCY 03				500.00	
					teacher for purchase of						
					supplies for Homeless Summer						
					Program						
3385	07/23/2024	AMAZON CAPITAL SERVI	22400561	07/15/2024	ATSI (Dodson) keyboard,	1M7H-7MMJ-				1,144.42	
					speaker, iPad charger,						
					charging cable, Chromebook						
					charger						
3386	07/23/2024	FREEDOM THROUGH YOGA	22500004	06/01/2024	Title I (High School)	#10 May				640.00	
					Yoga/Wellness Classes - May						
3387	07/23/2024	SCHOOL DATEBOOKS INC	22400545	07/15/2024	RAISE (Elementary Datebooks -	S24-028790				1,675.90	
					SPE)						
3388	07/23/2024	STAPLES INC	22400385	05/04/2024	ARP ESSER After School (High	6002173248				101.98	
					School) Rogowski tutoring						
					supplies						
	07/23/2024	STAPLES INC	22400385	05/04/2024	ARP ESSER After School (High	6002173238				53.31	
					School) Rogowski tutoring						
					supplies						
	07/23/2024	STAPLES INC	22400386	05/04/2024	ARP ESSER After School (Sol	6002173247				65.03	
					MS) Yelen tutoring supplies						
	07/23/2024	STAPLES INC	22400386	05/04/2024	ARP ESSER After School (Sol	6002173246				126.62	
					MS) Yelen tutoring supplies						
	07/23/2024	STAPLES INC	22400386	05/04/2024	ARP ESSER After School (Sol	6002173239				53.10	
					MS) Yelen tutoring supplies						
	07/23/2024	STAPLES INC	22400389	05/04/2024	ARP ESSER After School (SPE)	6002173231				46.44	
					Hedgcock Tutoring Supplies						
	07/23/2024	STAPLES INC	22400398	05/04/2024	ARP ESSER After School	6002173244				63.60	
					(Kistler) McGavin Tutoring						
					Supplies						
	07/23/2024	STAPLES INC	22400408	05/04/2024	ARP ESSER After School	6002173245				124.24	
					(Kistler) Hunter Tutoring						
					Supplies						
	07/23/2024	STAPLES INC	22400406	05/04/2024	Title I Parent Engagement	6002173232				34.55	
					(Heights) HDMI Cable for						
					Cafeteria						
	07/23/2024	STAPLES INC	22400410	05/04/2024	ARP ESSER After School	6002173233				145.20	
					(Kistler) McAndrew Tutoring						
					Supplies						
	07/23/2024	STAPLES INC	22400410	05/04/2024	ARP ESSER After School	6002173242				65.47	
					(Kistler) McAndrew Tutoring						
					Supplies						
	07/23/2024	STAPLES INC	22400424	05/04/2024	ARP ESSER After School	6002173243				62.19	
					(Kistler) Collins Tutoring						
					Supplies						
	07/23/2024	STAPLES INC	22400424	05/04/2024	ARP ESSER After School	6002173235				104.42	

CHECK CHECK			PO INVOICE		INVOICE	INVOICE	
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	NUMBER	AMOUNT
					(Kistler) Collins Tutoring Supplies		
3388	07/23/2024	STAPLES INC	22400427	05/04/2024	ARP ESSER After School (Heights) Brenner Tutoring Supplies	6002173240	33.36
	07/23/2024	STAPLES INC	22400427	05/04/2024	ARP ESSER After School (Heights) Brenner Tutoring Supplies	6002173236	49.75
	07/23/2024	STAPLES INC	22400432	05/04/2024	ARP ESSER After School (WBAHS) Toney Tutoring Supplies	6002173237	13.64
	07/23/2024	STAPLES INC	22400432	05/04/2024	ARP ESSER After School (WBAHS) Toney Tutoring Supplies	6002173241	224.20
3389	07/23/2024	WBASD CAFETERIA ACCO	22500016	05/31/2024	ARP ESSER After School (High School) May Snack	144	1,046.50
	07/23/2024	WBASD CAFETERIA ACCO	22500017	05/31/2024	ARP ESSER After School (Sol MS) May Snack	144A	126.15
	07/23/2024	WBASD CAFETERIA ACCO	22500018	05/31/2024	ARP ESSER After School (SPE) May Snack	144B	393.00
	07/23/2024	WBASD CAFETERIA ACCO	22500019	05/31/2024	ARP ESSER After School (Heights) May Snack	144C	465.40
	07/23/2024	WBASD CAFETERIA ACCO	22500020	05/31/2024	ARP ESSER After School (Dodson) May Snack	144D	322.00
	07/23/2024	WBASD CAFETERIA ACCO	22500021	05/31/2024	ARP ESSER After School (Kistler) May Snack	144E	723.50
	07/23/2024	WBASD CAFETERIA ACCO	22500001	05/31/2024	Title I Parent Engagement (High School) Senior Wolfpack Wind Down picnic	131	2,440.00
	07/23/2024	WBASD CAFETERIA ACCO	22500005	05/31/2024	Title I (High School) PBIS Ice Cream Party	141	102.00
	07/23/2024	WBASD CAFETERIA ACCO	22500006	05/31/2024	Title I (High School) PBIS Breakfast May 2024	140	387.50
	07/23/2024	WBASD CAFETERIA ACCO	22500010	04/30/2024	ARP ESSER After School (High School) April Snack	121	1,092.00
	07/23/2024	WBASD CAFETERIA ACCO	22500011	04/30/2024	ARP ESSER After School (Sol MS) April Snack	121A	175.20
	07/23/2024	WBASD CAFETERIA ACCO	22500012	04/30/2024	ARP ESSER After School (SPE) April Snack	121B	402.00
	07/23/2024	WBASD CAFETERIA ACCO	22500013	04/30/2024	ARP ESSER After School (Heights) April Snack	121C	489.60
	07/23/2024	WBASD CAFETERIA ACCO	22500014	04/30/2024	ARP ESSER After School (Dodson) April Snack	121D	294.00
	07/23/2024	WBASD CAFETERIA ACCO	22500015	04/30/2024	ARP ESSER After School (Kistler) April Snack	121E	584.40
Totals for checks							206,312.07

BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE

C. GENERAL FUND/FOOD SERVICE

That in accordance with the authority of the Board, the following General Fund Checks #63086 to #63233 and General Fund Wire Transfers #202300003, # 202300408 to #202300410, #202312343 to #202312359, and #202412360 to #202412380 and Food Service Checks #3970 to #3974 and #3975 to #3981 which were drawn for payment since the last regular Board meeting of the Board of Education held on June 10, 2024 be approved.

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
63086	06/13/2024	DE LAGE LANDEN FINAN	06/15/2024	SERVICES PROVIDED BILLING PERIOD JUNE 2024	82637080	24,178.22
63087	06/13/2024	ITC GLOBAL NETWORKS	06/01/2024	SERVICES PROVIDED BILLING PERIOD 05/01/2024-05/31/2024	49737	15,513.88
63088	06/13/2024	SUNOCO SUN TRAC	05/31/2024	SERVICES PROVIDED BILLING DATE 05/31/2024	97401609	1,491.19
63089	06/13/2024	UGI PENN NATURAL GAS	06/12/2024	411005681225 OLD RIVER RD BILL FOR JUNE 2024	KISTLER PA	1,453.96
63089	06/13/2024	UGI PENN NATURAL GAS	06/12/2024	411005820179 730 S MAIN ST BILLING PERIOD JUNE 2024	ADM BLDGJU	583.73
63089	06/13/2024	UGI PENN NATURAL GAS	06/12/2024	411007245755 565 N WASHINGTON ST BILLING FOR JUNE 2024	DJ FLOODJU	32.06
63089	06/13/2024	UGI PENN NATURAL GAS	06/12/2024	411005819692 80 JONES ST BILLING FOR JUNE 2024	DODSONJUNE	941.46
63089	06/13/2024	UGI PENN NATURAL GAS	06/12/2024	411003904777 80 JONES ST BILLING FOR JUNE 2024	DODSON ELE	34.84
63089	06/13/2024	UGI PENN NATURAL GAS	06/12/2024	411012875596 2021 WOLFPACK WAY - FIELD HOUSE BILLING FOR JUNE 2024	FIELD HOUS	137.69
63089	06/13/2024	UGI PENN NATURAL GAS	06/12/2024	411005623276 250 S GRANT ST Dodson Elementary BILL FOR JUNE 2024	GARJUNE202	1,966.78
63089	06/13/2024	UGI PENN NATURAL GAS	06/12/2024	411007783078 N GRANT AND AMBER LA BILL FOR JUNE 2024	HEIGHTSJUN	70.05
63089	06/13/2024	UGI PENN NATURAL GAS	06/12/2024	411007778904 OLD RIVER RD BILL FOR JUNE 2024	KISTLERJUN	133.58
63089	06/13/2024	UGI PENN NATURAL GAS	06/12/2024	411005188437 HILLARD AND CHAPEL ST BILL FOR JUNE 2024	MACKINJUNE	293.58
63089	06/13/2024	UGI PENN NATURAL GAS	06/12/2024	411013349328 136 MAFFET ST BILL FOR JUNE 2024	NEW ADM BL	68.99
63089	06/13/2024	UGI PENN NATURAL GAS	06/12/2024	411004279401 ABBOTT ST BILL FOR JUNE 2024	SOL PL CMP	143.28
63089	06/13/2024	UGI PENN NATURAL GAS	06/12/2024	411005619902 ABBOTT ST BILL FOR JUNE 2024	SOL PL FSJ	1,211.52
63089	06/13/2024	UGI PENN NATURAL GAS	06/12/2024	411009906693 2021 WOLFPACK WAY BILL FOR JUNE 2024	WBA HSJUNE	3,606.41
63089	06/13/2024	UGI PENN NATURAL GAS				0.00
63090	06/18/2024	NRG	06/17/2024	408294 408371 730 S MAIN ST BILL FOR JUNE 2024	ADM BLDG 4	108.14
63090	06/18/2024	NRG	06/17/2024	408294 624502 80 JONES ST BILL FOR JUNE 2024	DOD 408294	6.34
63090	06/18/2024	NRG	06/17/2024	408294 408369 JONES AND AIRY ST BILL FOR JUNE 2024	DODSON 408	20.56
63090	06/18/2024	NRG	06/17/2024	408294 408368 S SHERMAN AND LEHIGH STS BILL FOR JUNE 2024	G A R40829	323.94
63090	06/18/2024	NRG	06/17/2024	408294 617324 S SHERMAN ST BILL FOR JUNE 2024	HEIGHTS 40	56.13
63090	06/18/2024	NRG	06/17/2024	408294 408372 OLD RIVER RD BILL FOR JUNE 2024	KISTLER 40	369.54
63090	06/18/2024	NRG	06/17/2024	408294 617323 301 OLD RIVER RD BILL FOR JUNE 2024	KISTLER408	81.93
63090	06/18/2024	NRG	06/17/2024	408294 617325 42 ABBOTT ST R BILL FOR JUNE 2024	SOL PL 408	141.73
63090	06/18/2024	NRG	06/17/2024	408294 408374 42 43 ABBOTT ST R BILL FOR JUNE 2024	SOL PL4082	278.29
63090	06/18/2024	NRG	06/17/2024	408294-948156 2021 WOLFPACK	WBA HS	389.18

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
				WAY BILL FOR JUNE 2024		
63090	06/18/2024	NRG				0.00
63091	06/18/2024	PENNSYLVANIA AMERICA	06/17/2024	1024-210035162985 730 S MAIN ST JUNE BILL 2024	ADM BLDGJU	137.41
63091	06/18/2024	PENNSYLVANIA AMERICA	06/17/2024	1024-20036048464 565 N WASHINGTON ST JUNE 2024 BILL	D FLOOD EL	902.23
63091	06/18/2024	PENNSYLVANIA AMERICA	06/17/2024	1024-210035095115 JONES AND AIRY STS JUNE 2024 BILL	DODSON ELE	508.32
63091	06/18/2024	PENNSYLVANIA AMERICA	06/17/2024	1024 210034963932 250 S GRANT ST BILL FOR JUNE 2024	GARJUNE202	2,164.45
63091	06/18/2024	PENNSYLVANIA AMERICA	06/17/2024	1024 210034898397 S SHERMAN ST BILL FOR JUNE 2024	HEIGHTSJUN	4,010.35
63091	06/18/2024	PENNSYLVANIA AMERICA	06/17/2024	1024 210035372737 OLD RIVER RD BILL FOR JUNE 2024	KISTLERJUN	4,807.96
63091	06/18/2024	PENNSYLVANIA AMERICA	06/17/2024	1024-210034148849 OLD RIVER RD FS BILL FOR JUNE 2024	KISTLER FS	55.03
63091	06/18/2024	PENNSYLVANIA AMERICA	06/17/2024	1024-220012203262 HILLARD AND CHAPEL STS BILL FOR JUNE 2024	MACKINJUNE	606.64
63091	06/18/2024	PENNSYLVANIA AMERICA	06/17/2024	1024-210048754779 134 MAFFET ST BILL FOR JUNE 2024	NEW ADMINJ	18.58
63091	06/18/2024	PENNSYLVANIA AMERICA	06/17/2024	1024-210028445118 ABBOTT ST BILL FOR JUNE 2024	SOL PL COM	3,886.69
63091	06/18/2024	PENNSYLVANIA AMERICA	06/17/2024	1024-210028522770 ABBOTT ST FS BILL FOR JUNE 2024	SOL PL COM	125.04
63091	06/18/2024	PENNSYLVANIA AMERICA	06/17/2024	1024-22003418448 2021 WOLFPACK WAY PLAINS PA BILL FOR JUNE 2024	WBA HSJUNE	2,443.47
63091	06/18/2024	PENNSYLVANIA AMERICA				0.00
63092	06/18/2024	SERVICE ELECTRIC CAB	06/25/2024	1020970780 GAR MONTHLY BILLING FOR JUNE 2024	1020970780	63.73
63092	06/18/2024	SERVICE ELECTRIC CAB	06/25/2024	WOLFPACK ACADEMY @ DODSON EM/ALARM BILLING FOR JUNE 2024	1020970806	83.06
63092	06/18/2024	SERVICE ELECTRIC CAB	06/25/2024	KISTLER ELEM EM/ALARMS BILLING FOR JUNE 2024	1020970848	83.06
63092	06/18/2024	SERVICE ELECTRIC CAB	06/25/2024	FLOOD EM/ALARM MONTHLY BILLING FOR JUNE 2024	1020970855	83.06
63092	06/18/2024	SERVICE ELECTRIC CAB	06/25/2024	DODSON @ MACKIN MONTH SERVICE BILLING BILLING FOR JUNE 2024	1020982017	83.06
63092	06/18/2024	SERVICE ELECTRIC CAB	06/25/2024	1021557479 HEIGHTS MURRAY EM/ALARM MONTHLY BILLING FOR JUNE 2024	1021557479	83.06
63092	06/18/2024	SERVICE ELECTRIC CAB	06/25/2024	1021566975 BILLING FOR THE MONTH OF JUNE 2024	WBA HSJUNE	199.04
63093	06/18/2024	COMCAST	06/05/2024	BILLING FOR JUNE 2024 ACCT# 893114530077073 BILLING FROM 06/08/2024-07/07/2024	8993114530	5.60
63094	06/18/2024	COMCAST	06/06/2024	BILLING FOR JUNE 2024 BILLING PERIOD 06/11/2024 - 07/10/2024 ACCT# 8993114530086207	8993114530	269.00
63095	06/18/2024	PENTELEDATA	06/10/2024	SERVICES PROVIDED FOR JUNE 2024 ACCT ENDING 86960	B4516511	1,825.72
63096	06/18/2024	PETROLEUM SERVICE CO	06/05/2024	SERVICES PROVIDED FOR JUNE	23019	18,409.17

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
				2024		
63097	06/18/2024	WASTE MANAGEMENT	06/03/2024	SERVICES PROVIDED FROM 05/01/2024-05/31/2024	3174417-08	4,407.51
63097	06/18/2024	WASTE MANAGEMENT	06/03/2024	SERVICES PROVIDED FROM 05/01/2024-05/31/2024	3174262-08	3,590.32
63098	06/18/2024	WBASD SECONDARY ACTI	06/17/2024	AIRFARE REIMBURSEMENT TO AMANDA MENDOZA FOR FBLA NATIONALS	INVDATE061	544.82
63099	06/18/2024	BASSLER EQUIPMENT CO	05/02/2024	Solomon- Signs and bolts	7789	237.27
63100	06/26/2024	NORTHERN REGION EDUC	06/04/2024	23-24 SCHOOL YEAR HOME INSTRUCTION STUDENT: JZ	4V2189	2,800.00
63101	06/26/2024	BERKSHIRE SYSTEMS GR	06/11/2024	SERVICES PROVIDED ON 09/13/2023 - ALIGNMENT OF CAMERAS	354064	844.00
63102	06/26/2024	CALEX LOGISTICS	05/31/2024	SERVICES PROVIDED FOR JUNE 2024	I03353	277.25
63102	06/26/2024	CALEX LOGISTICS	06/04/2024	SERVICES PROVIDED - STORAGE TRAILER SPACE - JUNE 2024	I03381	350.00
63103	06/26/2024	CHACKAN, BARBARA	05/01/2024	MILEAGE FOR THE MONTH OF MAY 2024	MAY2024	20.77
63103	06/26/2024	CHACKAN, BARBARA	06/01/2024	MILEAGE FOR JUNE 2024	JUNE2024	2.68
63104	06/26/2024	CORCORAN, MICHAEL	05/01/2024	MILEAGE FOR MAY 2204	MAY2024	80.40
63105	06/26/2024	DROST, CORINNE	05/01/2024	MILEAGE FOR MAY 2024	MAY2024	107.20
63106	06/26/2024	GABRIEL, HAL	05/01/2024	MILEAGE FOR MAY 2024	MAY2024	29.48
63107	06/26/2024	GUYETTE COMMUNICATIO	03/15/2024	SERVICES PROVDIED - AMPLIFIER INSTALL SOL MIDDLE ON 02/21/2024	0000043845	845.00
63107	06/26/2024	GUYETTE COMMUNICATIO	11/20/2023	SERVICES PROVIDED SOL MIDDLE 11/16/2023	0000042868	655.25
63107	06/26/2024	GUYETTE COMMUNICATIO	10/12/2023	SERVICES PROVIDED KISTLER ELEM 10/10/2023	0000042434	200.00
63108	06/26/2024	LOFTUS, JANE	06/25/2024	MILEAGE FOR JAN-JUN 2024	JAN-JUN202	18.76
63109	06/26/2024	LUZERNE CTY TRANS AU	05/31/2024	SERVICES PROVIDED MAY BUS PASSES FOR 31 STUDENTS	0000791-IN	5,712.00
63109	06/26/2024	LUZERNE CTY TRANS AU	05/31/2024	SERVICES PROVIDED APRIL BUS PASSES - 31 STUDENTS	0000790-IN	5,712.00
63110	06/26/2024	LUZERNE INTERMEDIATE	04/03/2024	ESL INSTRUCTIONAL SERVICES	2400000200	35,330.40
63111	06/26/2024	LYONS PHOTOGRAPHY	10/28/2023	RIBBON CUTTING FOR STADIUM	24235	61.80
63112	06/26/2024	MAKARAVAGE, ROBERT	05/01/2024	MILEAGE FOR MAY 2024	MAY2024	52.93
63113	06/26/2024	MAZZITTI & SULLIVAN	06/01/2024	QUARTERLY BILLING FOR SERVICES JULY - SEPT 2024	3173	3,991.50
63114	06/26/2024	MOSKA, JAMIE	05/01/2024	MILEAGE FOR MAY 2024	MAY2024	17.42
63115	06/26/2024	PITNEY BOWES	05/25/2024	SERVICES PROVIDED - BILLING PERIOD MARCH - JUNE 2024	3319167001	603.00
63116	06/26/2024	RAYMOND WENDOLOSKI E	06/03/2024	INVOICE# in_1717437440u14112i520 SERVICES PROVIDED PSBSA MEMBERS	in_1717437	450.00
63117	06/26/2024	SARGENTS COURT REPOR	09/25/2023	DISTRICT 2 PIAA HEARING	1751526	433.40
63117	06/26/2024	SARGENTS COURT REPOR	10/23/2023	DISTRICT 2 PIAA HEARING	1758569	512.30
63118	06/26/2024	SERAFINI, MARGO	05/01/2024	MILEAGE FOR MAY 2024	MAY2024	122.70
63118	06/27/2024	SERAFINI, MARGO	05/01/2024	MILEAGE FOR MAY 2024	MAY2024	-122.70
63119	06/26/2024	SHERIDAN, JAMES	06/25/2024	MILEAGE FOR APRIL MAY JUNE 2024	APRIL-JUNE	45.56
63120	06/26/2024	SINGER, PATRICIA	06/25/2024	MILEAGE FROM JAN - JUNE 2024	JAN-JUNE20	56.28
63121	06/26/2024	SOBOCINSKI, DAVID	06/25/2024	MILEAGE FOR MAY & JUNE 2024	MAY-JUNE20	16.08

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
63122	06/26/2024	SPEIER, ROCHELLE	05/01/2024	MILEAGE FOR MAY 2024	MAY2024	108.54
63123	06/26/2024	STA CENTRAL REGION	05/31/2024	SERVICES PROVIDED FOR THE MONTH OF MAY 2024	28099136	548,078.32
63123	06/26/2024	STA CENTRAL REGION	05/31/2024	GAS CREDIT FOR SERVICES PROVIDED FOR THE MONTH OF MAY 2024	28099136(C	-25,556.02
63123	06/26/2024	STA CENTRAL REGION	06/13/2024	BUSSING SERVICES PROVIDED FOR THE MONTH OF JUNE 2024	28106115	136,810.24
63123	06/26/2024	STA CENTRAL REGION	06/13/2024	GAS CREDIT FOR SERVICES PROVIDED FOR THE MONTH OF JUNE 2024	28106115(C	-20,987.24
63123	06/26/2024	STA CENTRAL REGION	06/01/2024	ADDITIONAL SERVICES PROVIDED FOR THE MONTH OF MAY 2024	70264170	7,946.00
63123	06/26/2024	STA CENTRAL REGION	05/31/2024	ADDITIONAL SERVICES PROVIDED FOR THE MONTH OF MAY 2024	70263280	7,038.50
63123	06/26/2024	STA CENTRAL REGION	05/31/2024	BUSSING FOR SHINE FOR THE MONTH OF MAY 2024	70263284	1,148.00
63123	06/26/2024	STA CENTRAL REGION	06/13/2024	BUSSING FOR GRAUATION & SENIOR WALK	70264400	680.00
63123	06/26/2024	STA CENTRAL REGION				0.00
63124	06/26/2024	STANDING STONE CONSU	06/05/2024	SECURITY SERVICES 05/24/2024 - MISSED HOURS FOR CHRYSTAL NAVEDO (HIGH SCHOOL)	2024-843	180.25
63124	06/26/2024	STANDING STONE CONSU	06/06/2024	GREETERS FOR THE PERIOD OF 05/28/2024-05/31/2024 DODSON, SOL ELM, HEIGHTS, ADM, FLOOD, GAR, HS, SOL MIDDLE, KISTLER	2024-857	3,619.69
63124	06/26/2024	STANDING STONE CONSU	06/06/2024	SECURITY OFFICERS FOR THE EVENT SCIENCE FAIR 05/28/2024 ALLAN GEORGETTI & JUWAN BREEDLOVE	2024-858	92.70
63124	06/26/2024	STANDING STONE CONSU	06/06/2024	SECURITY SERVICES 05/28/2024 - 05/31/2024 HIGH SCHOOL, GAR, SOL MIDDLE	2024-859	11,429.66
63124	06/26/2024	STANDING STONE CONSU	06/20/2024	SECURITY OFFICERS FOR HIGH SCHOOL DANCE RECITAL 06/09/2024 & 06/15/2024	2024-903	1,035.15
63124	06/26/2024	STANDING STONE CONSU	06/12/2024	GREETERS FOR THE PERIOD OF 06/03/24-06/07/2024 DODSON, SOL ELM, HEIGHTS, ADM, FLOOD, GAR, HS, SOL MIDDLE, KISTLER	2024-886	3,511.13
63124	06/26/2024	STANDING STONE CONSU	06/12/2024	SECURITY OFFICES FOR: HS : ACADEMIC AWARDS 06/03/2024 & SENIOR CLASS NIGHT 06/06/2024 GAR : 8TH GRADE DANCE 06/05/2024	2024-887	496.72
63124	06/26/2024	STANDING STONE CONSU	06/12/2024	SECURITY SERVICES : HS , GAR, & SOL MIDDLE	2024-888	10,768.65
63124	06/26/2024	STANDING STONE CONSU				0.00
63125	06/26/2024	TERRANA LAW, P.C.	06/11/2024	RECORDING FEES FOR STORMWATER MANAGEMENT / PARCEL CERTIFICATION	24-80021	81.50
63126	06/26/2024	VALLEY PEST CONTROL	06/12/2024	MONTHLY PEST CONTROL - DODSON	60733	70.00
63126	06/26/2024	VALLEY PEST CONTROL	06/05/2024	MONTHLY SERVICES PROVIDED - SOLOMON	60603	180.00
63126	06/26/2024	VALLEY PEST CONTROL	05/31/2024	ADDITIONAL SERVICES PROVIDED	60475	90.00

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
				FOR KISTLER 05/31/2024		
63126	06/26/2024	VALLEY PEST CONTROL	06/05/2024	MONTHLY SERVICES PROVIDED ADMIN	60582	50.00
63126	06/26/2024	VALLEY PEST CONTROL	06/05/2024	MONTHLY SERIVCES PROVIDED FOR FLOOD	60591	75.00
63127	06/26/2024	WASLASKY, WAYNE	05/01/2024	MILEAGE FOR THE MONTH OF MAY 2024	MAY2024	133.33
63128	06/26/2024	WELGOSH, JENNIFER	06/25/2024	MILEAGE FOR MAY AND JUNE 2024	MAY-JUNE20	12.40
63129	06/26/2024	WILKES-BARRE AREA SC	06/30/2024	BOARD MEETING	154	50.00
63129	06/26/2024	WILKES-BARRE AREA SC	05/31/2024	FOSTER GRANDPARENT (IN KIND) MEALS	053124	375.25
63130	06/26/2024	WOODARD, SAMANTHA	06/25/2024	MILEAGE FOR JAN - MARCH 2024	JAN-MARCH2	75.71
63131	06/26/2024	AMAZON CAPITAL SERVI	06/02/2024	SOLOMON PL ELEM NURSE SUPPLIES/MIKE K	1NDM-T7VX-	15.95
63131	06/26/2024	AMAZON CAPITAL SERVI	06/01/2024	ATHLETIC SUPPLIES	1GKQ-PHPP-	46.95
63131	06/26/2024	AMAZON CAPITAL SERVI	06/09/2024	Phone cables for analog connections Solomon Complex	1413-RWCR-	7.79
63131	06/26/2024	AMAZON CAPITAL SERVI	06/08/2024	DISTRICT MAINTENANCE LAWN MOWER PARTS	19Q1-DXPG-	224.16
63132	06/26/2024	FLINN SCIENTIFIC, IN	04/18/2024	WBA HS EARTH AND SPACE SCIENCE SUPPLIES	2993447	263.07
63133	06/26/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PLAINS 30117	31529.00	1,063.49
63133	06/26/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PLAINS 30125	31531.00	1,106.61
63133	06/26/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PL 1ST GRADE 29853	31527.00	1,077.19
63133	06/26/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PL 30120	31530.00	1,017.21
63133	06/26/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PLAINS 30105	31528.00	1,095.95
63133	06/26/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PLAINS 30151	31535.00	823.53
63133	06/26/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PLAINS 30148	31533.00	249.34
63133	06/26/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PLAINS 30149	31534.00	250.57
63133	06/27/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PL 1ST GRADE 29853	31527.00	-1,077.19
63133	06/27/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PLAINS 30105	31528.00	-1,095.95
63133	06/27/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PLAINS 30117	31529.00	-1,063.49
63133	06/27/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PL 30120	31530.00	-1,017.21
63133	06/27/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PLAINS 30125	31531.00	-1,106.61
63133	06/27/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PLAINS 30148	31533.00	-249.34
63133	06/27/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PLAINS 30149	31534.00	-250.57
63133	06/27/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PLAINS 30151	31535.00	-823.53
63134	06/26/2024	LASTING IMPRESSIONS	05/29/2024	Valedictorian, Salutatorian, and Scholars with Distinction AWARDS	2457	689.75
63135	06/26/2024	NRG CONTROLS NORTH,	08/02/2023	JACE REPLACEMENT AS PER PROPOSAL DATED OCT 31 2022	R-2022SD32	52,646.00
63136	06/26/2024	PENNONI ASSOCIATES I	05/15/2024	DISTRICT LEAD IN DRINKING WATER SAMPLING	1223664	14,992.00
63137	06/26/2024	PENNSYLVANIA PAPER &	05/30/2024	DAN FLOOD CUSTODIAL SUPPLIES	S1561253.0	218.39
63137	06/26/2024	PENNSYLVANIA PAPER &	05/30/2024	KISTLER CUSTODIAL SUPPLIES	S1561255.0	468.60
63137	06/26/2024	PENNSYLVANIA PAPER &	06/10/2024	KISTLER CUSTODIAL SUPPLIES	S1561255.0	242.30
63137	06/26/2024	PENNSYLVANIA PAPER &	05/30/2024	SOLOMON PLAINS CUSTODIAL SUPPLIES S1561281	S1561281.0	1,798.44
63137	06/26/2024	PENNSYLVANIA PAPER &	06/10/2024	SOLOMON PLAINS CUSTODIAL SUPPLIES S1561281	S1561281.0	314.99
63137	06/26/2024	PENNSYLVANIA PAPER &	06/12/2024	SOLOMON PLAINS CUSTODIAL SUPPLIES S1561281	S1562564.0	-72.69
63137	06/26/2024	PENNSYLVANIA PAPER &	05/30/2024	WBA HS FIELD HOUSE CUSTODIAL SUPPLIES	S1561237.0	839.00
63138	06/26/2024	SCHOOL HEALTH CORPOR	06/05/2024	WBA HS AED SUPPLIES	CINV000051	206.18

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
				ATHLETICS		
63139	06/26/2024	CITY ELECTRIC SUPPLY	05/16/2024	Heights-- general electrical supplies	WKB/003718	264.86
63139	06/26/2024	CITY ELECTRIC SUPPLY	05/22/2024	Kistler-- electric supplies	WKB/003784	134.04
63140	06/26/2024	HOME DEPOT CREDIT SE	05/24/2024	Warehouse-- Cart	WG62955639	249.99
63141	06/26/2024	INTEGRITEC, INC	05/22/2024	Warehouse-- Water treatment service visit	46720	1,540.00
63142	06/26/2024	MAIN HARDWARE & DISC	06/04/2024	Warehouse-- 1 1/2" Hose, 3" PVC, 3" 1 1.2 Coupling, Hose Clamp, Multipurpose tool blades, 3' PVC, adapter & hose end	94190	255.21
63142	06/26/2024	MAIN HARDWARE & DISC	05/28/2024	Solomon-- Sump pump	94324	229.00
63142	06/26/2024	MAIN HARDWARE & DISC	05/30/2024	Solomon--padlocks	94343	23.99
63142	06/26/2024	MAIN HARDWARE & DISC	05/24/2024	Kistler-- 50' garden hose, lighters, tape, hose nozzle, hose adapter, plastic bushing & black coupler	94302	192.34
63142	06/26/2024	MAIN HARDWARE & DISC	05/23/2024	Kistler-- Sum Pump	94285	89.99
63143	06/26/2024	SHERWIN WILLIAMS CO.	05/22/2024	HS-- Spray Paint for field day	5928-1	67.61
63143	06/26/2024	SHERWIN WILLIAMS CO.	05/18/2024	Kistler-- Paint, custom Wolfpack Blue	5825-9	192.51
63144	06/26/2024	VAC-WAY LAWN & GARDE	05/22/2024	GAR-- vacuum repair	14714	184.60
63145	06/26/2024	VALLEY POWER EQUIPME	05/22/2024	Warehouse-- screw, nuts, spring extension & washer	162477	29.35
63145	06/26/2024	VALLEY POWER EQUIPME	05/09/2024	Warehouse-- trimmer line, engine oil & cap	161733	74.73
63146	06/26/2024	BIGTEAMS LLC	06/17/2024	2024 PRO 1 Year - Official Contracts and Student Central	9192	2,800.00
63147	06/26/2024	HANSON, FRANK	05/24/2024	Reimbursement for Athletic Award Pins	Reim. - Pi	140.23
63148	06/26/2024	HONOR AWARDS	06/04/2024	PIAA D2 Medals w/ neck ribbon - AAA Boys Volleyball	15926	138.00
63149	06/26/2024	LASTING IMPRESSIONS	05/22/2024	Athletics - Letterman Awards	2436	900.00
63149	06/26/2024	LASTING IMPRESSIONS	06/03/2024	WBASD Senior 4 year letter winner plaques	2467	200.00
63149	06/26/2024	LASTING IMPRESSIONS	05/29/2024	WBASD - Name plates for Scholar Athletic Award	2460	47.20
63150	06/26/2024	LIVINGSTON, AMANDA	05/28/2024	Standing Balloon Columns - College Athlete Ceremony	302	165.00
63151	06/26/2024	LYONS PHOTOGRAPHY	05/28/2024	Athletic Breakfast Pictures / 23-24 Signing	24620	190.00
63152	06/26/2024	MCDERMOTT, CHARLES	05/17/2024	Official - WBASD Wolfpack Baseball vs Hazleton 5/17/24	Baseball 5	65.00
63153	06/26/2024	PLAINS TOWNSHIP	06/03/2024	Wilkes-Barre Area High School - May 2024 Overtime Reimbursement for Sports Events	022	880.00
63154	06/26/2024	RUCH, THEODORE	05/14/2024	Official - WBASD Wolfpack Baseball vs Wyoming Area 5/14/24	Baseball 5	65.00
63155	06/26/2024	STA CENTRAL REGION	05/31/2024	May 2024 Athletic Transportation	702263278	13,319.00
63155	06/26/2024	STA CENTRAL REGION	06/13/2024	June 2024 Athletic Billing	70264401	272.00

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63156	06/26/2024	STASHIK, ALEXANDER	05/14/2024	Official - WBASD Wolfpack Baseball vs Wyoming Area 5/14/24	Baseball 5	65.00
63157	06/26/2024	WBASD CAFETERIA ACCO	05/31/2024	Athletic Breakfast - Senior Breakfast - May 2024	137	214.00
63158	06/26/2024	ZAPOTOSKI, MICHAEL	05/17/2024	Official - WBASD Wolfpack Baseball vs Hazleton 5/17/24	Baseball 5	65.00
63159	06/26/2024	PENNSYLVANIA POWER &	06/26/2024	06740 26003 730 S MAIN ST BILLING FOR JUNE 2024	ADM BLDGJU	1,072.64
63159	06/26/2024	PENNSYLVANIA POWER &	06/26/2024	58750 27003 CONCESSION STAND DF BILLING FOR JUNE 2024	CONCESSION	24.93
63159	06/26/2024	PENNSYLVANIA POWER &	06/26/2024	10000 65002 565 N WASHINGTON ST BILLING FOR JUNE 2024	DF AREA LT	43.82
63159	06/26/2024	PENNSYLVANIA POWER &	06/26/2024	10750 28000 565 N WASHINGTON ST BILLING FOR JUNE 2024	DF ELEMJUN	4,499.93
63159	06/26/2024	PENNSYLVANIA POWER &	06/26/2024	49484 00006 565 N WASHINGTON ST 3 BILLING FOR JUNE 2024	DF MOD UNI	286.57
63159	06/26/2024	PENNSYLVANIA POWER &	06/26/2024	59710 25005 JONES AIRY STS BILLING FOR JUNE 2024	DODSON ELE	1,223.45
63159	06/26/2024	PENNSYLVANIA POWER &	06/26/2024	39900 27009 S SHERMAN ST BILLING FOR JUNE 2024	GARJUNE202	8,126.44
63159	06/26/2024	PENNSYLVANIA POWER &	06/26/2024	92900 27001 MOYALLEN ST AND ALMOND LN BILLING FOR JUNE 2024	GAR FIELDJ	25.16
63159	06/26/2024	PENNSYLVANIA POWER &	06/26/2024	02580 32012 GRANT ST FIELD BILLING FOR JUNE 2024	GRANT STJU	13.80
63159	06/26/2024	PENNSYLVANIA POWER &	06/26/2024	44280 28008 N GRANT AND AMBER ST BILLING FOR JUNE 2024	HEIGHTS EL	8,998.77
63159	06/26/2024	PENNSYLVANIA POWER &	06/26/2024	92840 30001 OLD RIVER RD BILLING FOR JUNE 2024	KISTLER EL	12,954.33
63159	06/26/2024	PENNSYLVANIA POWER &	06/26/2024	91175-47000 HILLARD AND CHAPEL ST BILLING FOR JUNE 2024	MACKIN AKA	5,268.62
63159	06/26/2024	PENNSYLVANIA POWER &	06/26/2024	11435 71001 MACKIN FIRE PUMP BILLING FOR JUNE 2024	MACKIN FIR	100.24
63159	06/26/2024	PENNSYLVANIA POWER &	06/26/2024	78650-30036 134 MAFFET ST BILLING FOR JUNE 2024	NEW ADMINJ	41.61
63159	06/26/2024	PENNSYLVANIA POWER &	06/26/2024	78850-30023 136 MAFFET ST BILLING FOR JUNE 2024	NEW ADMIN	29.65
63159	06/26/2024	PENNSYLVANIA POWER &	06/26/2024	79250-30027 136 MAFFET ST SERVICE 2 BILLING FOR JUNE 2024	NEW ADMIN	29.59
63159	06/26/2024	PENNSYLVANIA POWER &	06/26/2024	95050 30007 42 43 ABBOTT ST BILLING FOR JUNE 2024	SOL PL COM	11,702.78
63159	06/26/2024	PENNSYLVANIA POWER &	06/26/2024	93650 30001 SR 2002 MAIN ST BILLING FOR JUNE 2024	SOLOMON FL	24.98
63159	06/26/2024	PENNSYLVANIA POWER &	06/26/2024	63318-64009 MAFFETT ST NS WBA HS BILLING FOR JUNE 2024	WBA HS MAF	15,891.49
63159	06/26/2024	PENNSYLVANIA POWER &	06/26/2024	60493-92016 WBA HS SERVICE 2 BILLING FOR JUNE 2024	WBA HS SER	27,303.19
63159	06/26/2024	PENNSYLVANIA POWER &	06/26/2024	29091-36010 WBA HS TRAFFIC SIGNAL BILLING FOR JUNE 2024	WBAHS TRAF	26.43
63159	06/26/2024	PENNSYLVANIA POWER &	06/26/2024	43369-21007 2021 WOLF PACK WAY STADIUM BILLING FOR JUNE 2024	43369-2100	1,483.45
63159	06/26/2024	PENNSYLVANIA POWER &				0.00

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63159	06/26/2024	PENNSYLVANIA POWER &				0.00
63160	06/26/2024	FRONTLINE TECHNOLOG	06/26/2024	PROFESSIONAL LEARNING MANAGEMENT AND ABSENCE & SUBSTITUTE MANAGEMENT ACCT#12619 7/1/2024-06/30/2025	INVUS20671	18,308.36
63160	06/26/2024	FRONTLINE TECHNOLOG	06/26/2024	PROFESSIONAL LEARNING MANAGEMENT AND ABSENCE & SUBSTITUTE MANAGEMENT ACCT#12619 7/1/2024-06/30/2025	INVUS20671	-18,308.36
63161	06/26/2024	FRONTLINE TECHNOLOG	06/26/2024	PROFESSIONAL LEARNING MANAGEMENT AND ABSENCE & SUBSTITUTE MANAGEMENT ACCT#12619 7/1/2024-06/30/2025	INVUS20671	18,308.36
63162	06/27/2024	ANTELLOCY, DEBORAH	03/19/2024	HOP BENEFITS REIMBURSEMENT FOR THE YEAR 2023	REIMBURSEM	3,927.00
63163	06/27/2024	CHILCOTT, JUNE	05/16/2024	REIMBURSE MEDICAL PREMIUMS AS PER COLLECTIVE BARGAINING UNIT FOR MONTHS OF MAY 2024 / HOP	MONTHHOPMA	126.00
63163	06/27/2024	CHILCOTT, JUNE	06/03/2024	REIMBURSE MEDICAL PREMIUMS AS PER COLLECTIVE BARGAINING UNIT FOR MONTHS OF JUNE 2024 / HUMANA	MONTHJUNE2	298.07
63164	06/27/2024	COSTELLO, BRIAN	06/05/2024	CONTRACTUAL EXPENSE ALLOWANCE FOR THE MONTH OF JUNE 2024	1-JUNE2024	150.00
63165	06/27/2024	TELESZ, THOMAS	07/01/2024	REIMBURSE EXPENSES PER CONTRACT FOR THE MONTH OF JUNE 2024	MONTHJUNE2	125.00
63166	06/27/2024	UNITED HEALTHCARE IN	06/01/2024	TERESA POPIELARSKI 341995839-1 MONTH ENDING- JUNE 2024	POPIELARSK	265.68
63167	07/01/2024	ASSURED PARTNERS OF	06/13/2024	SERVICES PROVIDED EFF DATE : 08/20/2024 INV DATE 06/13/2024	100809	158.00
63167	07/01/2024	ASSURED PARTNERS OF	06/18/2024	SERVICES PROVIDED FOR JULY 2024	101099	58,538.03
63168	07/01/2024	HEWLETT PACKARD FINA	06/04/2024	SERVICES PROVIDED / INV PERIOD 07/19/2024-07/18/2025 INV DATE : 06/04/2024	1000002219	233,672.08
63169	07/01/2024	MEMIC CASUALTY COMPA	06/16/2024	WORKMANS COMP INSURANCE ANNUAL RENEWAL 7/1/2024- 7/1/2025	6103800398	437,810.00
63170	07/01/2024	CENTINI, LORRAINE	07/01/2024	REIMBURSE MEDICAL INSURANCE PREMIUM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF JULY 2024	reimb med	288.00
63171	07/01/2024	DAVIS, BARBARA	07/01/2024	REIMBURSE MEDICAL PREMIUM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF JULY 2024	REIMBURSEJ	320.00
63172	07/01/2024	GALLAGHER, MARGARET	07/01/2024	REIMBURSE MEDICAL INSURANCE PREMIUM AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE	reimburseJ	320.00

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				MONTH OF JULY 2024		
63173	07/01/2024	HIGHMARK BLUE SHIELD	07/01/2024	1004068193000 BLUE RX PDP BILLING QTR ENDING sept 2024 (july, august, sept 2024)	POPIELARSK	585.30
63174	07/01/2024	HOP ADMINISTRATION U	07/01/2024	1000094229 MARGARET APPEL QUARTER ENDING JULY, AUGUST, SEPT 2024	APPELJULYA	960.00
63174	07/01/2024	HOP ADMINISTRATION U	07/01/2024	1000067627 NORMA GALELLA QUARTER ENDING JULY, AUG, SEPT 2024	GALELLA QT	960.00
63174	07/01/2024	HOP ADMINISTRATION U	07/01/2024	1000091761 DIANE LAUER INSURANCE PREM QUARTER ENDING JULY, AUG, SEPT 2024	LAUER D QT	1,056.00
63174	07/01/2024	HOP ADMINISTRATION U	07/01/2024	BRENDA MELI 1000048178 MED INSURANCE PREM QTR ENDING JULY, AUG, SEPT 2024	MELIJULYAU	960.00
63174	07/01/2024	HOP ADMINISTRATION U	07/01/2024	1000008470 M MIHAL QUARTER ENDING JULY, AUG, SEPT 2024	MIHALJULYA	1,074.00
63174	07/01/2024	HOP ADMINISTRATION U	07/01/2024	1000048740 ELIZABETH QUINN QUARTER ENDING JULY AUG SEPT 2024	QUINNQTRJU	960.00
63174	07/01/2024	HOP ADMINISTRATION U	07/01/2024	100093647 JUDITH SHUTT FOR QUARTER ENDING JULY AUG SEPT 2024	SHUTTJULYA	960.00
63174	07/01/2024	HOP ADMINISTRATION U	07/01/2024	1000081325 B ZELNICK MEDICAL INSURANCE PAYMENT QTR ENDING JULY, AUG , SEPT 2024	ZELNICK QT	960.00
63174	07/01/2024	HOP ADMINISTRATION U	07/01/2024	1000111343 JAMES PUGH QUARTER ENDING JULY AUG SEPT 2024	PUGHQTRJUL	783.00
63174	07/01/2024	HOP ADMINISTRATION U				0.00
63175	07/01/2024	KOTER, SHARON	07/01/2024	REIMBURSE EXP FOR MEDICAL INSURANCE AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF JULY 2024	reimbJULY2	320.00
63176	07/01/2024	MCGROARTY, CATHERINE	07/01/2024	REIMBURSE MEDICAL INSURANCE PREMIUM AS PER COLLECTIVE BARGAINING AGREEMENT FOR JULY 2024	REIMBURSEJ	303.00
63177	07/01/2024	MULLERY, LINDA	07/01/2024	REIMBURSEMSE MEDICAL INSURANCE PREMIUM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF JULY 2024	REIMBJULY2	261.00
63178	07/01/2024	RAYMOND WENDOLOSKI E	07/01/2024	BILLING FOR JULY 2024	MONTHJULY2	18,548.41
63179	07/01/2024	ROUGHSEGE, LOIS	07/01/2024	REIMBURSE MEDICAL INSURANCE PREMIUM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF JULY 2024	REIMBJULY2	250.00
63180	07/01/2024	SCHEIB, MARY	07/01/2024	REIMBURSE MEDICAL INS PREM AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF JULY 2024	SCHEIBJULY	309.00
63181	07/01/2024	SIMONELLI, GIACOMO	07/01/2024	REIMBURSE MEDICAL INSURANCE AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF JULY 2024	REIMBURSEJ	320.00
63182	07/01/2024	SINCAVAGE, GEORGE	07/01/2024	WAREHOUSE SPACE RENTAL FOR	091817JULY	2,535.00

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63183	07/01/2024	SPAGNUOLO, ALYSON	07/01/2024	THE MONTH OF JULY 2024 REIMBURSE MED INSURANCE PREM AS PER COLLECTIVE BARGAINING UNTI FOR THE MONTH OF JULY 2024	reimburseJ	353.00
63184	07/01/2024	SUN LIFE ASSURANCE C	07/01/2024	BILLING FOR JULY 2024	MONTHJULY2	5,826.40
63185	07/01/2024	UNITED HEALTHCARE IN	07/01/2024	TERESA POPIELARSKI 341995839-1 PAYMENT FOR JULY 2024	POPIELARSK	265.68
63186	07/01/2024	WALLACE, PATRICIA	07/01/2024	REIMBURSE MEDICAL PREMIUM AS PER AGREEMENT FOR THE MONTH OF JULY 2024	REIMBURSEJ	320.00
63187	07/01/2024	WILLIAMS, SHARON	07/01/2024	REIMBURSE MEDICAL INS PREM AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF JULY 2024	REIMBURSEJ	320.00
63188	07/01/2024	WITKO, REBA	07/01/2024	REIMBURSE MEDICAL AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF JULY 2024	REIMBJULY2	358.00
63189	07/01/2024	ZBIERSKI, SANDRA	07/01/2024	REIMBURSE MEDICAL INS PREM AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF JULY 2024	REIMBURSEJ	320.00
63190	06/27/2024	SERAFINI, MARGO	05/01/2024	MILEAGE FOR MAY 2024	MAY2024	82.21
63191	06/27/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PL 1ST GRADE 29853	31527.00	1,060.29
63191	06/27/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PLAINS 30105	31528.00	1,095.95
63191	06/27/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PLAINS 30117	31529.00	1,063.49
63191	06/27/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PL 30120	31530.00	1,017.21
63191	06/27/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PLAINS 30125	31531.00	1,106.61
63191	06/27/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PLAINS 30148	31533.00	249.34
63191	06/27/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PLAINS 30149	31534.00	250.57
63191	06/27/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PLAINS 30151	31535.00	823.53
63192	07/11/2024	PITNEY BOWES	06/27/2024	SERVICES PROVIDED / STATEMENT DATE 07/09/2024 BILLING FOR THE MONTH OF JUNE 2024	INVDATE070	3,107.50
63193	07/11/2024	COMMONWEALTH OF PENN	07/10/2024	MINE SUBSIDENCE INS POLICY # 4024659 POLICY PERIOD : 08/01/2024-07/31/2025	4024659-07	176.75
63193	07/11/2024	COMMONWEALTH OF PENN	07/10/2024	MINE SUBSIDENCE INS POLICY # 4024661 POLICY PERIOD : 08/01/2024-07/31/2025	4024661-07	176.75
63193	07/11/2024	COMMONWEALTH OF PENN	07/10/2024	MINE SUBSIDENCE INS POLICY # 4024662 POLICY PERIOD : 08/01/2024-07/31/2025	4024662-07	176.75
63193	07/11/2024	COMMONWEALTH OF PENN	07/10/2024	MINE SUBSIDENCE INS POLICY #4024664 POLICY PERIOD : 08/01/2024-07/31/2025	4024664-07	176.75
63193	07/11/2024	COMMONWEALTH OF PENN	07/10/2024	MINE SUBSIDENCE INS POLICY #4024665 POLICY PERIOD : 08/01/2024-07/31/2025	4024665-07	176.75
63193	07/11/2024	COMMONWEALTH OF PENN	07/10/2024	MINE SUBSIDENCE INS POLICY #4024667 POLICY PERIOD : 08/01/2024-07/31/2025	4024667-07	176.75
63193	07/11/2024	COMMONWEALTH OF PENN	07/10/2024	MINE SUBSIDENCE INS POLICY #4024668 POLICY PERIOD :	4024668-07	176.75

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				08/01/2024-07/31/2025		
63193	07/11/2024	COMMONWEALTH OF PENN	07/10/2024	MINE SUBSIDENCE INS POLICY #4024673 POLICY PERIOD : 08/01/2024-07/31/2025	4024673-07	176.75
63193	07/11/2024	COMMONWEALTH OF PENN				0.00
63194	07/11/2024	PENNSYLVANIA POWER &	07/10/2024	06740 26003 730 S MAIN ST BILLING OR JULY	ADM BLDGJU	1,077.05
63194	07/11/2024	PENNSYLVANIA POWER &	07/10/2024	59710 25005 JONES AIRY STSBILLING FOR JULY 2024	DODSON ELE	1,207.94
63194	07/11/2024	PENNSYLVANIA POWER &	07/10/2024	10000 65002 565 N WASHINGTON ST BILLING FOR JULY	DF AREA LT	43.85
63194	07/11/2024	PENNSYLVANIA POWER &	07/10/2024	49484 00006 565 N WASHINGTON ST 3 BILLING FOR JULY 2024	DF MOD UNI	254.00
63194	07/11/2024	PENNSYLVANIA POWER &	07/10/2024	10750 28000 565 N WASHINGTON ST BILING FOR JULY	DF ELEMJUL	5,054.35
63194	07/11/2024	PENNSYLVANIA POWER &	07/10/2024	44280 28008 N GRANT AND AMBER ST BILLING FOR JULY 2024	HEIGHTS EL	9,659.40
63194	07/11/2024	PENNSYLVANIA POWER &	07/10/2024	92840 30001 OLD RIVER RD BILLING FOR JULY 2024	KISTLER EL	12,356.31
63194	07/11/2024	PENNSYLVANIA POWER &	07/10/2024	95050 30007 42 43 ABBOTT ST BILLING FOR JULY 2024	SOL PL COM	13,686.45
63194	07/11/2024	PENNSYLVANIA POWER &	07/10/2024	91175-47000 HILLARD AND CHAPEL ST BILLING FOR JULY 2024	MACKIN AKA	5,963.10
63194	07/11/2024	PENNSYLVANIA POWER &	07/10/2024	11435 71001 MACKIN FIRE PUMP BILLING FOR JULY 2024	MACKIN FIR	61.69
63194	07/11/2024	PENNSYLVANIA POWER &	07/10/2024	63318-64009 MAFFETT ST NS WBA HS BILLING FOR JULY 2024	WBA HS MAF	15,949.16
63194	07/11/2024	PENNSYLVANIA POWER &	07/10/2024	29091-36010 WBA HS TRAFFIC SIGNAL BILLING FOR JULY 2024	WBAHS TRAF	26.43
63194	07/11/2024	PENNSYLVANIA POWER &	07/10/2024	43369-21007 2021 WOLF PACK WAY STADIUM JULY BILL	43369-2100	734.53
63194	07/11/2024	PENNSYLVANIA POWER &	07/10/2024	92900 27001 MOYALLEN ST AND ALMOND LN BILLING FOR JULY 2024	GAR FIELDJ	25.11
63194	07/11/2024	PENNSYLVANIA POWER &	07/10/2024	02580 32012 GRANT ST FIELD BILLING FOR JULY 2024	GRANT STJU	13.86
63194	07/11/2024	PENNSYLVANIA POWER &	07/10/2024	58750 27003 CONCESSION STAND DF BILLING FOR JULY	CONCESSION	24.93
63194	07/11/2024	PENNSYLVANIA POWER &	07/10/2024	93650 30001 SR 2002 MAIN ST BILLING FOR JULY 2024	SOLOMON FL	25.11
63194	07/11/2024	PENNSYLVANIA POWER &	07/10/2024	79250-30027 136 MAFFET ST SERVICE 2 BILLING FOR JULY 2024	NEW ADMIN	29.46
63194	07/11/2024	PENNSYLVANIA POWER &				0.00
63194	07/11/2024	PENNSYLVANIA POWER &				0.00
63195	07/11/2024	WASTE MANAGEMENT	07/10/2024	SERVICES PROVIDED FOR THE MONTH OF JULY 2024 BILLING PERIOD : 07/01/2024-07/31/2024	3178289-08	11,366.01
63196	07/11/2024	IDM CONSULTING SERVI	06/24/2024	2024-2025 Interscholastic Sports Ins.	2024-25 At	24,095.00
63197	07/17/2024	UGI PENN NATURAL GAS	07/17/2024	411005820179 730 S MAIN ST JULY 2024	ADM BLDGJU	552.22
63197	07/17/2024	UGI PENN NATURAL GAS	07/17/2024	411007245755 565 N WASHINGTON ST JULY 2024	DJ FLOODJU	32.98

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63197	07/17/2024	UGI PENN NATURAL GAS	07/17/2024	411005819692 80 JONES ST BILLING FOR JULY 2024	DODSONJULY	932.96
63197	07/17/2024	UGI PENN NATURAL GAS	07/17/2024	411003904777 80 JONES ST BILLING FOR JULY 2024	DODSON ELE	32.49
63197	07/17/2024	UGI PENN NATURAL GAS	07/17/2024	411012875596 2021 WOLFPACK WAY - FIELD HOUSE BILLING FOR JULY2024	FIELD HOUS	74.42
63197	07/17/2024	UGI PENN NATURAL GAS	07/17/2024	411005623276 250 S GRANT ST BILLING FOR JULY 2024	GARJULY202	1,806.35
63197	07/17/2024	UGI PENN NATURAL GAS	07/17/2024	411007783078 N GRANT AND AMBER LA BILLING FOR JULY 2024	HEIGHTSJUL	79.42
63197	07/17/2024	UGI PENN NATURAL GAS	07/17/2024	411007778904 OLD RIVER RD BILLING FOR JULY 2024	KISTLERJUL	35.39
63197	07/17/2024	UGI PENN NATURAL GAS	07/17/2024	411005681225 OLD RIVER RD BILLING FOR JULY 2024	KISTLER PA	1,288.02
63197	07/17/2024	UGI PENN NATURAL GAS	07/17/2024	411005188437 HILLARD AND CHAPEL ST JULY 2024	MACKINJULY	110.47
63197	07/17/2024	UGI PENN NATURAL GAS	07/17/2024	411013349328 136 MAFFET ST BILLING FOR JULY 2024	NEW ADM BL	17.87
63197	07/17/2024	UGI PENN NATURAL GAS	07/17/2024	411004279401 ABBOTT ST BILLING FOR JULY 2024	SOL PL CMP	60.76
63197	07/17/2024	UGI PENN NATURAL GAS	07/17/2024	411005619902 ABBOTT ST BILLING FOR JULY 2024	SOL PL FSJ	1,048.71
63197	07/17/2024	UGI PENN NATURAL GAS	07/17/2024	411009906693 2021 WOLFPACK WAY BILLING FOR JULY 2024	WBA HSJULY	3,197.74
63197	07/17/2024	UGI PENN NATURAL GAS				0.00
63198	07/17/2024	PSBA INSURANCE TRUST	07/01/2024	BUCS COMPREHENSIVE ADMIN FEE POLICY PERIOD: 07/01/2024-06/30/2025	5700	46,699.50
63199	07/17/2024	PITNEY BOWES	06/27/2024	LATE CHARGE	3319338448	35.00
63200	07/17/2024	SUNOCO SUN TRAC	06/30/2024	SERVICES PROVIDED FOR THE MONTH OF JUNE 2024	980580086	869.32
63201	07/17/2024	WASTE MANAGEMENT	06/30/2024	SERVICES PROVIDED FOR THE MONTH OF JUNE 2024 SERVICE DATE : 06/01/2024-06/30/2024	3180623-08	3,136.08
63201	07/17/2024	WASTE MANAGEMENT	06/30/2024	SERVICES PROVIDED FOR THE MONTH OF JUNE 2024 SERVICE PERIOD: 06/01/2024 - 06/30/2024	3180471-08	2,291.98
63202	07/24/2024	DE LAGE LANDEN FINAN	07/15/2024	SERVICES PROVIDED FOR JULY 2024 INV DATE 06/22/2024	82777905	24,178.22
63202	07/24/2024	DE LAGE LANDEN FINAN	07/20/2024	SERVICES PROVIDED FOR THE MONTH OF AUGUST INV DATE 07/20/2024	82881088	24,178.22
63203	07/24/2024	PENTELEDATA	07/10/2024	SERVICES PROVIDED FOR THE MONTH OF JULY 2024	B4533946	4,887.99
63204	07/24/2024	PITNEY BOWES	07/12/2024	SERVICES PROVIDED FOR THE MONTH OF JULY 2024	INVDATE080	569.20
63205	07/24/2024	WASTE MANAGEMENT	07/18/2024	SERVICES PROVIDED FOR THE MONTH OF AUGUST 2024	3184374-08	10,241.01
63206	07/24/2024	NRG	07/24/2024	408294 408371 730 S MAIN ST	ADM BLDG 4	60.23
63206	07/24/2024	NRG	07/24/2024	408294 624502 80 JONES ST BILLING FOR THE MONTH OF JULY 2024	DOD 408294	3.23
63206	07/24/2024	NRG	07/24/2024	408294 408369 JONES AND AIRY	DODSON 408	34.70

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				ST BILLING FOR THE MONTH OF JULY 2024		
63206	07/24/2024	NRG	07/24/2024	408294 408368 S SHERMAN AND LEHIGH STS BILLING FOR THE MONTH OF JULY 2024	G A R40829	114.99
63206	07/24/2024	NRG	07/24/2024	408294 617324 S SHERMAN ST BILLING FOR THE MONTH OF JULY 2024	HEIGHTS 40	78.80
63206	07/24/2024	NRG	07/24/2024	408294 408372 OLD RIVER RD BILLING FOR THE MONTH OF JULY 2024	KISTLER 40	124.55
63206	07/24/2024	NRG	07/24/2024	408294 617325 42 ABBOTT ST R BILLING FOR THE MONTH OF JULY 2024	SOL PL 408	51.80
63206	07/24/2024	NRG	07/24/2024	408294 408374 42 43 ABBOTT ST R BILLING FOR THE MONTH OF JULY 2024	SOL PL4082	39.72
63206	07/24/2024	NRG	07/24/2024	408294-948156 2021 WOLFPACK WAY BILLING FOR THE MONTH OF JULY 2024	WBA HS	130.05
63206	07/24/2024	NRG				0.00
63207	07/24/2024	PENNSYLVANIA AMERICA	07/24/2024	1024-210035162985 730 S MAIN ST BILLING FOR THE MONTH OF JULY 2024	ADM BLDG	85.09
63207	07/24/2024	PENNSYLVANIA AMERICA	07/24/2024	1024-20036048464 565 N WASHINGTON ST BILLING FOR THE MONTH OF JULY 2024	D FLOOD EL	216.43
63207	07/24/2024	PENNSYLVANIA AMERICA	07/24/2024	1024-210035095115 JONES AND AIRY STS BILLING FOR THE MONTH OF JULY 2024	DODSON ELE	166.99
63207	07/24/2024	PENNSYLVANIA AMERICA	07/24/2024	1024 210034963932 250 S GRANT ST BILLING FOR THE MONTH OF JULY 2024	GAR	602.16
63207	07/24/2024	PENNSYLVANIA AMERICA	07/24/2024	1024 210034898397 S SHERMAN ST BILLING FOR THE MONTH OF JULY 2024	HEIGHTS	3,011.04
63207	07/24/2024	PENNSYLVANIA AMERICA	07/24/2024	1024 210035372737 OLD RIVER RD BILLING FOR THE MONTH OF JULY 2024	KISTLER	2,046.75
63207	07/24/2024	PENNSYLVANIA AMERICA	07/24/2024	1024-210034148849 OLD RIVER RD FS BILLING FOR THE MONTH OF JULY 2024	KISTLER FS	56.76
63207	07/24/2024	PENNSYLVANIA AMERICA	07/24/2024	1024-220012203262 HILLARD AND CHAPEL STS BILLING FOR THE MONTH OF JULY 2024	MACKIN	338.91
63207	07/24/2024	PENNSYLVANIA AMERICA	07/24/2024	1024-210048754779 134 MAFFET ST BILLING FOR THE MONTH OF JULY 2024	NEW ADMIN	19.17
63207	07/24/2024	PENNSYLVANIA AMERICA	07/24/2024	1024-210028445118 ABBOTT ST BILLING FOR THE MONTH OF JULY 2024	SOL PL COM	2,143.92
63207	07/24/2024	PENNSYLVANIA AMERICA	07/24/2024	1024-210028522770 ABBOTT ST FS BILLING FOR THE MONTH OF JULY 2024	SOL PL COM	128.96
63207	07/24/2024	PENNSYLVANIA AMERICA	07/24/2024	1024-220034184484 2021 WOLFPACK WAY PLAINS PA	WBA HS	1,510.86

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
				BILLING FOR THE MONTH OF JULY 2024		
63207	07/24/2024	PENNSYLVANIA AMERICA				0.00
63207	07/24/2024	PENNSYLVANIA AMERICA				0.00
63208	07/24/2024	SERVICE ELECTRIC CAB	07/24/2024	1020970780 GAR MONTHLY	1020970780	63.94
				BILLING FOR THE JULY 2024		
63208	07/24/2024	SERVICE ELECTRIC CAB	07/24/2024	WOLFPACK ACADEMY @ DODSON	1020970806	83.31
				EM/ALARM BILLING FOR THE MONTH OF JULY 2024		
63208	07/24/2024	SERVICE ELECTRIC CAB	07/24/2024	KISTLER ELEM EM/ALARMS	1020970848	83.31
				BILLING FOR THE MONTH OF JULY 2024		
63208	07/24/2024	SERVICE ELECTRIC CAB	07/24/2024	FLOOD EM/ALARM MONTHLY	1020970855	83.31
				BILLING BILLING FOR THE MONTH OF JULY 2024		
63208	07/24/2024	SERVICE ELECTRIC CAB	07/24/2024	DODSON @ MACKIN MONTH	1020982017	83.31
				SERVICE BILLING FOR THE MONTH OF JULY 2024		
63208	07/24/2024	SERVICE ELECTRIC CAB	07/24/2024	1021557479 HEIGHTS MURRAY	1021557479	83.31
				EM/ALARM MONTHLY BILLING FOR THE MONTH OF JULY 2024		
63208	07/24/2024	SERVICE ELECTRIC CAB	07/24/2024	ADM BLDG ALARM/EM PHONE	1021566975	199.59
				BILLING FOR THE MONTH OF JULY 2024		
63208	07/24/2024	SERVICE ELECTRIC CAB				0.00
63209	07/29/2024	COMCAST	07/05/2024	SERVICE PROVIDED BILLING FOR JULY 2024	8993 11 45	5.60
63210	07/29/2024	COMCAST	07/11/2024	SERVICE PROVIDED BILLING FOR JULY 2024	8993 11 45	269.17
63211	07/29/2024	UTICA NATIONAL INSUR	07/12/2024	COMMERCIAL INSURANCE POLICY	204884944J	347,888.00
63212	07/29/2024	PLAINS TOWNSHIP SEWE	07/24/2024	ACCT#240229514 W.CAREY	ALC Qtr 3	47.73
				STREET, PLAINS QUARTER 3		
63212	07/29/2024	PLAINS TOWNSHIP SEWE	07/24/2024	ACCT#3000079315 CODY STREET,	FLD HOUSE	27.60
				PLAINS QUARTER 3		
63212	07/29/2024	PLAINS TOWNSHIP SEWE	07/24/2024	ACCT#3000116715 2021	WBA HS Qt	541.00
				WOLFPACK WAY, PLAINS QUARTER 3		
63212	07/29/2024	PLAINS TOWNSHIP SEWE	07/24/2024	ACCT#240297014 136 MAFFETT	NEW ADM Q	18.00
				STREET, PLAINS QUARTER 3		
63212	07/29/2024	PLAINS TOWNSHIP SEWE	07/24/2024	ACCT# 240365746 41 ABBOTT	SOL-PL COM	1,214.06
				STREET, PLAINS QUARTER 3		
63213	07/30/2024	WYOMING VALLEY SANIT	07/23/2024	1 S.Sherman St. 3rd Qtr -	240227604	2,290.65
				Sanitary		
63213	07/30/2024	WYOMING VALLEY SANIT	07/23/2024	270 S. Grant Street 3rd Qtr	240227720	1,341.77
				- Sanitary		
63213	07/30/2024	WYOMING VALLEY SANIT	07/23/2024	20 Airy Street 3rd Qtr -	240228026	310.09
				Sanitary		
63213	07/30/2024	WYOMING VALLEY SANIT	07/23/2024	730 S. Main Street 3rd	2402280990	66.06
				Quarter Sanitary		
63213	07/30/2024	WYOMING VALLEY SANIT	07/23/2024	301 Old River Rd 3rd Qtr -	240228429	2,210.47
				Sanitary		
63213	07/30/2024	WYOMING VALLEY SANIT	07/23/2024	W. Carey Street 3rd Qtr -	240229514	134.97
				Sanitary		
63213	07/30/2024	WYOMING VALLEY SANIT	07/23/2024	565 N.Washington St 3rd Qtr	240229624	665.14
				- Sanitary		
63213	07/30/2024	WYOMING VALLEY SANIT	07/23/2024	136 Maffett St 3rd Qtr -	240297014	110.00

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
				Sanitary		
63213	07/30/2024	WYOMING VALLEY SANIT	07/23/2024	41 Abbott St 3rd Qtr -	240365746	2,081.46
				Sanitary		
63213	07/30/2024	WYOMING VALLEY SANIT	07/23/2024	13 Hillard St. 3rd Qtr -	3000000670	228.86
				Sanitary		
63213	07/30/2024	WYOMING VALLEY SANIT	07/23/2024	Cody St. 3rd Qtr -	3000079315	55.00
				Sanitary		
63213	07/30/2024	WYOMING VALLEY SANIT	07/23/2024	2021 Wolfpack Way 3rd Qtr	3000116715	1,061.47
				- Sanitary		
63213	07/30/2024	WYOMING VALLEY SANIT				0.00
63214	08/01/2024	CHILCOTT, JUNE	06/01/2024	REIMBURSE MEDICAL PREMIUMS AS MONTHJUNE2		126.00
				PER COLLECTIVE BARGAINING		
				UNIT FOR MONTHS OF JUNE 24		
63215	08/01/2024	CENTINI, LORRAINE	08/01/2024	REIMBURSE MEDICAL INSURANCE reimb meda		288.00
				PREMIUM AS PER COLLECTIVE		
				BARGAINING UNIT FOR THE MONTH		
				OF AUGUST 2024		
63216	08/01/2024	COSTELLO, BRIAN	07/01/2024	CONTRACTUAL EXPENSE ALLOWANCE 1JULY2024		150.00
				FOR THE MONTH OF JULY 2024		
63217	08/01/2024	DAVIS, BARBARA	08/01/2024	REIMBURSE MEDICAL PREMIUM AS REIMBURSEA		320.00
				PER COLLECTIVE BARGAINING		
				UNIT FOR THE MONTH OF AUGUST		
				2024		
63218	08/01/2024	GALLAGHER, MARGARET	08/01/2024	REIMBURSE MEDICAL INSURANCE reimburseA		320.00
				PREMIUM AS PER COLLECTIVE		
				BARGAINING AGREEMENT FOR THE		
				MONTH OF AUGUST 2024		
63219	08/01/2024	HOP ADMINISTRATION U	08/01/2024	1000114037 MARGARET SKRYPSKI SKRYPSKIAU		716.00
				QUARTER ENDING AUG & SEPT		
				2024		
63220	08/01/2024	KOTER, SHARON	08/01/2024	REIMBURSE EXP FOR MEDICAL reimbAUGUS		320.00
				INSURANCE AS PER COLLECTIVE		
				BARGAINING AGREEMENT FOR THE		
				MONTH OF AUGUST 2024		
63221	08/01/2024	MCGROARTY, CATHERINE	08/01/2024	REIMBURSE MEDICAL INSURANCE REIMBURSEA		303.00
				PREMIUM AS PER COLLECTIVE		
				BARGAINING AGREEMENT FOR		
				AUGUST 2024		
63222	08/01/2024	MULLERY, LINDA	08/01/2024	REIMBURSEMSE MEDICAL REIMBAUGUS		261.00
				INSURANCE PREMIUM AS PER		
				COLLECTIVE BARGAINING UNIT		
				FOR THE MONTH OF AUGUST 2024		
63223	08/01/2024	RAYMOND WENDOLOSKI E	08/01/2024	BILLING FOR AUGUST 2024 MONTHAUGUS		18,548.41
63224	08/01/2024	ROUGHSEGE, LOIS	08/01/2024	REIMBURSE MEDICAL INSURANCE REIMBAUGUS		250.00
				PREMIUM AS PER COLLECTIVE		
				BARGAINING UNIT FOR THE MONTH		
				OF AUGUST 2024		
63225	08/01/2024	SCHEIB, MARY	08/01/2024	REIMBURSE MEDICAL INS PREM AS SCHEIBAUGU		309.00
				PER COLLECTIVE BARGAINING		
				AGREEMENT FOR THE MONTH OF		
				AUGUST 2024		
63226	08/01/2024	SIMONELLI, GIACOMO	08/01/2024	REIMBURSE MEDICAL INSURANCE REIMBURSEA		320.00
				AS PER COLLECTIVE BARGAINING		
				AGREEMENT FOR THE MONTH OF		
				AUGUST 2024		
63227	08/01/2024	SUN LIFE ASSURANCE C	08/01/2024	BILLING FOR AUGUST 2024 MONTHaugus		5,875.00

CHECK CHECK			INVOICE		INVOICE	
NUMBER	DATE	VENDOR	DATE	DESCRIPTION	NUMBER	AMOUNT
63228	08/01/2024	TELESZ, THOMAS	07/01/2024	REIMBURSE EXPENSES PER CONTRACT FOR THE MONTH OF JULY 2024	MONTHJULY2	125.00
63229	08/01/2024	UNITED HEALTHCARE IN	08/01/2024	TERESA POPIELARSKI 341995839-1 QTR ENDING AUG & SEPT 2024	POPIELARSK	531.36
63230	08/01/2024	WALLACE, PATRICIA	08/01/2024	REIMBURSE MEDICAL PREMIUM AS PER AGREEMENT FOR THE MONTH OF AUGUST 2024	REIMBURSEA	320.00
63231	08/01/2024	WILLIAMS, SHARON	08/01/2024	REIMBURSE MEDICAL INS PREM AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF AUGUST 2024	REIMBURSEA	320.00
63232	08/01/2024	WITKO, REBA	08/01/2024	REIMBURSE MEDICAL AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF AUGUST 2024	REIMBAUGUS	358.00
63233	08/01/2024	ZBIERSKI, SANDRA	08/01/2024	REIMBURSE MEDICAL INS PREM AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF AUGUST 2024	REIMBURSEA	320.00
Totals for checks						2,480,963.82

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	GENERAL FUND	11,701.40	0.00	2,469,262.42	2,480,963.82
***	Fund Summary Totals ***	11,701.40	0.00	2,469,262.42	2,480,963.82

***** End of report *****

CHECK	CHECK	INVOICE	INVOICE	
NUMBER VENDOR	DATE	NUMBER	DESCRIPTION	AMOUNT
202300003 WBASD - PLGIT CAPITA	06/26/2024	6/26/24 Tr	Transfer from EIT Account	15,000,000.00
Totals for checks				15,000,000.00

CHECK NUMBER	VENDOR	CHECK DATE	INVOICE NUMBER	INVOICE DESCRIPTION	AMOUNT
202300408	CITGO - WEX BANK	06/05/2024	97177847	BILLING PERIOD MAY 2024	5,846.17
202300409	CITGO - WEX BANK	06/26/2024	97840082	BILLING PERIOD JUNE 2024	2,578.07
202300410	CHASE INK	06/26/2024	05/11-06/1	BILLING PERIOD 05/11-06/10/2024 ACCOUNT ENDING 0576	1,792.09
Totals for checks					10,216.33

CHECK NUMBER VENDOR	CHECK DATE	INVOICE NUMBER	INVOICE DESCRIPTION	AMOUNT
202312343 WILKES-BARRE AREA SC	06/05/2024	Adm. Pr 6/	F07-2 Admin. Payroll 6/6/24	321,033.82
202312344 FEDERAL TRUST	06/06/2024	941 Pmt 6/	941 Payment F07-1 and F07-2 Admin. Payrolls 6/6/24	89,056.77
202312345 WILKES-BARRE AREA SC	06/10/2024	Instr. Pr	F07-6 Instr. Payroll 6/10/24	1,452,978.98
202312346 FEDERAL TRUST	06/10/2024	941 Pmt 6/	941 Payment F07-6 and F07-7 Instr. Payroll 6/10/24	421,370.77
202312347 NEPA SCHOOL DISTRICT	06/13/2024	May 2024 P	May 2024 Health Trust Payment	1,272,457.37
202312348 WILKES-BARRE AREA SC	06/13/2024	Oper. Pr 6	F07-3 Operations Payroll 6/14/24	74,430.65
202312349 FEDERAL TRUST	06/14/2024	941 Pmt 6/	941 Payment F07-3 and F07-8 Operation Payrolls 6/14/24	18,418.36
202312350 WILKES-BARRE AREA SC	06/18/2024	Admin. Pr	F07-2 Admin. Payroll 6/20/2024	354,911.06
202312351 FEDERAL TRUST	06/20/2024	941 Pmt 6/	941 Payment F07-2 and F07-1 Admin. Payrolls 6/20/24	98,804.02
202312352 WILKES-BARRE AREA SC	06/24/2024	Instr.Pr 6	F07-6 Instr. Payroll 6/25/24	1,655,913.41
202312353 FEDERAL TRUST	06/25/2024	941 Pmt 6/	941 Payment F07-6 and F07-7 Instr. Payrolls 6/25/24	478,509.74
202312354 WBASD - FEDERAL PROG	06/20/2024	June 2024	June 2024 Subsidy - 6/21/24	1,108,092.03
202312355 WBASD CAFETERIA ACCO	06/21/2024	June 2024	June 2024 Subsidy - 6/6/24	735,921.84
202312356 WILKES-BARRE AREA SC	06/27/2024	Operations	F07-3 Operations Payroll 6/28/24	69,690.91
202312357 WILKES-BARRE AREA SC	06/27/2024	Oper.Retro	F07-3 Operations Retro Pay 6/28/24	144,841.55
202312358 NEPA SCHOOL DISTRICT	06/27/2024	June 2024	June 2024 Payment	1,265,716.60
202312359 FEDERAL TRUST	06/28/2024	941 Pmt 6/	941 Payment F07-3 and F07-8 Operations Payroll 6/28/24	48,034.73
Totals for checks				9,610,182.61

CHECK NUMBER VENDOR	CHECK DATE	INVOICE NUMBER	INVOICE DESCRIPTION	AMOUNT
202412360 WILKES-BARRE AREA SC	07/02/2024	12 Mth Adm	F07-2 12 Month Admin. Payroll 7/3/24	215,602.27
202412361 WILKES-BARRE AREA SC	07/02/2024	10 Mth Adm	F07-2 10 Month Admin. Payroll 7/3/24	20,699.22
202412362 FEDERAL TRUST	07/03/2024	941 Pmt 7/	941 Payment F07-1 and F07-2 10 & 12 Month Admin. Payroll 7/3/24	68,297.77
202412363 WILKES-BARRE AREA SC	07/09/2024	Instr. Pr	F07-6 Instr. Payroll 7/10/24	1,224,188.86
202412364 FEDERAL TRUST	07/10/2024	941 Pmt 7/	941 Payment F07-6 and F07-7 Instr. Payrolls 7/10/24	352,702.34
202412365 WILMINGTON TRUST	07/10/2024	119233-000	Debt Service Payment ACCT#119233-000	925,332.40
202412366 WILMINGTON TRUST	07/11/2024	119234-000	Debt Sevice Payment acct#119234-000	1,593,084.38
202412367 WILKES-BARRE AREA SC	07/11/2024	Oper.PR 7/	F07-3 Operation Payroll 7/12/24	74,658.17
202412368 WILKES-BARRE AREA SC	07/11/2024	Oper.Payab	Operations Payroll Payable 7/12/24	4,909.83
202412369 FEDERAL TRUST	07/12/2024	941 Pmt 7/	941 Payment F07-3 Operations 7/12/24	18,018.31
202412370 WILKES-BARRE AREA SC	07/18/2024	Adm12 mth	F07-2 Adm. 12 Month Payroll 7/18/24	209,945.59
202412371 WILKES-BARRE AREA SC	07/17/2024	Adm.10mth	F07-2 Adm. 10 Month Payroll 7/18/24	23,847.25
202412372 FEDERAL TRUST	07/17/2024	941 Pmt 7/	941 Payment F07-1 and F07-2 Adm. Payrolls 7/18/24	66,820.79
202412373 DEHEY MCANDREW	07/18/2024	Incentive	Incentive Payments to 403b Acct 7/18/24	226,686.70
202412374 NEPA SCHOOL DISTRICT	07/23/2024	July 2024	July 2024 Payment	1,346,275.60
202412375 WILKES-BARRE AREA SC	07/24/2024	Instr.Pr 7	F07-6 Instruction Payroll 7/25/24	1,293,583.51
202412376 FEDERAL TRUST	07/25/2024	941 Pmt 7/	941 Payment F07-6 and F07-7 Instr. Payroll 7/25/24	385,922.76
202412377 WILKES-BARRE AREA SC	07/25/2024	Oper. Pr 7	F07-3 Operations Payroll 7/26/24	80,893.99
202412378 FEDERAL TRUST	07/26/2024	941 Pmt 7/	941 Payment F07-3 Operations Payroll 7/26/24	18,294.17
202412379 WBASD - FEDERAL PROG	07/25/2024	July 2024	July 2024 Subsidy	1,108,092.23
202412380 WBASD CAFETERIA ACCO	07/26/2024	July 2024	July 2024 Subsidy 7/11/24	91,439.63
Totals for checks				9,349,295.77

CHECK CHECK			PO INVOICE		INVOICE	INVOICE	
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	NUMBER	AMOUNT
3970	06/07/2024	NAVIGATE 360 LLC	2002400834	07/01/2024	FOODSERVICE SOLOMON PLAINS MS CARD SYSTEM	INV-25714	3,628.50
	06/07/2024	NAVIGATE 360 LLC	2002400833	07/01/2024	FOODSERVICE GAR MS CARD SYSTEM	INV-25672	4,905.00
3971	06/07/2024	STANDING STONE CONSU	0	11/22/2023	Nutrition Inc. Lunch Duty for the period of 11/13/2023 - 11/17/2023, security officers: Anderson & Whited	2023-1602	829.15
	06/07/2024	STANDING STONE CONSU	0	10/05/2023	Nutrition Inc. Lunch Duty for the period of 9/25/2023 - 9/29/2023, security officers: Anderson & Whited	2023-1320	812.16
3972	06/26/2024	NORTHERN COMMERCIAL	0	04/10/2024	03/08/24 Service call was freezer door latch not working. At site freed stuck emergency door plunger, test operation. Labor	1106-2038	85.00
	06/26/2024	NORTHERN COMMERCIAL	0	04/10/2024	03/05/24 Service call was milk cooler down. At sit check compressor and fan motor not working. Labor	1106-2036	122.50
	06/26/2024	NORTHERN COMMERCIAL	0	04/10/2024	02/26/24 Service call was fan not working in small walk in freezer. 02/27/24 Check drain line on freezer was open.	1106-2035	385.00
3973	06/26/2024	STANDING STONE CONSU	0	06/06/2024	Nutrition Inc. Lunch Duty for the period of 05/28/2024 - 05/31/2024, Security officers Whited & Anderson	2024-860	721.00
3974	06/26/2024	WBASD - GENERAL FUND	0	06/21/2024	June 2024 fuel reimbursement to the General Fund for Food Service vehicles.	2024-05312	460.36
Totals for checks							11,948.67

CHECK CHECK			PO INVOICE		INVOICE	INVOICE	
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	NUMBER	AMOUNT
3975	07/10/2024	FRONTLINE FOOD SERVI	0	06/04/2024	June 3, 2024 Flood Elem - Eagle Steam Table	10630	177.00
3976	07/10/2024	NORTHERN COMMERCIAL	0	04/10/2024	3/19/24 Solomon, Service call was door pops open on freezer overnight	1106-2058	258.65
	07/10/2024	NORTHERN COMMERCIAL	0	04/10/2024	3/12/24 Flood, Service call was 2 door upright cooler running warm	1106-2057	275.10
	07/10/2024	NORTHERN COMMERCIAL	0	04/10/2024	3/25/24 Heights, Add lighting in small walk in freezer and big walk in freeze	1106-2060	2,020.50
	07/10/2024	NORTHERN COMMERCIAL	0	04/10/2024	4/4/24 Solomon, Service call was fan in walk in freezer broken.	1106-2067	538.82
	07/10/2024	NORTHERN COMMERCIAL	0	04/10/2024	4/10/24 Kistler, Service call was two door reach in refrigerator down on serving line.	1106-2066	427.54
	07/10/2024	NORTHERN COMMERCIAL	0	04/10/2024	3/22/24 Wolfpack, On walk in freezer #2 found broken fan bracket and blade on motor #1 on left side evaporator coil.	1106-2059	339.37
	07/10/2024	NORTHERN COMMERCIAL	0	04/10/2024	4/12/24 Wolfpack, Service call temperature in breakfast freezer was going up in defrost, tripping alarm, snow and ice on freezer ceiling.	1106-2056	160.00
3977	07/10/2024	NUTRITION, INC	0	07/09/2024	June 2024 monthly billing	7/9/2024	77,583.43
	07/10/2024	NUTRITION, INC	0	06/10/2024	May 2024 monthly billing	6/10/2024	560,542.80
	07/10/2024	NUTRITION, INC	0	05/08/2024	April 2024 monthly billing	5/8/2024	462,364.05
3978	07/11/2024	J. AMBROGI FOOD DIST	0	06/03/2024	Fresh fruit/vegetable program (grant): Flood - apples, oranges, peppers	06208943	2,230.72
	07/11/2024	J. AMBROGI FOOD DIST	0	05/29/2024	Fresh fruit/vegetable program (grant): Flood - watermelon, fruit medley	06206091	3,073.40
	07/11/2024	J. AMBROGI FOOD DIST	0	05/29/2024	Fresh fruit/vegetable program (grant): Flood - red grapes, raspberries, carrots, plums	06207892	4,062.37
	07/11/2024	J. AMBROGI FOOD DIST	0	05/24/2024	Fresh fruit/vegetable program (grant): Flood - nectarines, apricots, pears	06207809	1,870.14
	07/11/2024	J. AMBROGI FOOD DIST	0	05/22/2024	Fresh fruit/vegetable program (grant): Flood - watermelon, honeydew	06205307	1,191.84
	07/11/2024	J. AMBROGI FOOD DIST	0	05/20/2024	Fresh fruit/vegetable program (grant): Flood - cantaloupe, peaches	06203718	2,143.16
	07/11/2024	J. AMBROGI FOOD DIST	0	05/17/2024	Fresh fruit/vegetable program (grant): Flood - mangos	06199149	908.83
	07/11/2024	J. AMBROGI FOOD DIST	0	05/15/2024	Fresh fruit/vegetable program (grant): Flood - carrots	06199148	607.00
	07/11/2024	J. AMBROGI FOOD DIST	0	05/13/2024	Fresh fruit/vegetable program (grant): Flood - fruit medley	06199147	637.80
	07/11/2024	J. AMBROGI FOOD DIST	0	05/10/2024	Fresh fruit/vegetable program	06195364	840.96

CHECK CHECK			PO INVOICE		INVOICE	INVOICE	
NUMBER	DATE	VE #OR	NUMBER	DATE	DESCRIPTION	NUMBER	AMOUNT
					(grant): Flood - grapes		
3978	07/11/2024	J. AMBROGI FOOD DIST	0	05/08/2024	Fresh fruit/vegetable program	06195363	1,118.86
					(grant): Flood - peppers, pineapples		
	07/11/2024	J. AMBROGI FOOD DIST	0	05/06/2024	Fresh fruit/vegetable program	06195362	310.46
					(grant): Flood - apples, clementines		
	07/11/2024	J. AMBROGI FOOD DIST	0	05/03/2024	Fresh fruit/vegetable program	06190532	461.61
					(grant): Flood - celery		
	07/11/2024	J. AMBROGI FOOD DIST	0	05/01/2024	Fresh fruit/vegetable program	06190530	841.92
					(grant): Flood - mangos		
	07/11/2024	J. AMBROGI FOOD DIST	0	05/17/2024	Fresh fruit/vegetable program	06199145	1,398.20
					(grant): Kistler - mangos		
	07/11/2024	J. AMBROGI FOOD DIST	0	05/29/2024	Fresh fruit/vegetable program	06207899	5,387.92
					(grant): Kistler - grapes, raspberries, carrots, apples		
	07/11/2024	J. AMBROGI FOOD DIST	0	05/24/2024	Fresh fruit/vegetable program	06206066	7,178.16
					(grant): Kistler - watermelon, fruit medley, nectarines, plums		
	07/11/2024	J. AMBROGI FOOD DIST	0	05/22/2024	Fresh fruit/vegetable program	06205286	2,515.80
					(grant): Kistler - watermelon, honeydew		
	07/11/2024	J. AMBROGI FOOD DIST	0	05/20/2024	Fresh fruit/vegetable program	06203709	3,546.29
					(grant): Kistler - cantaloupe, peaches		
	07/11/2024	J. AMBROGI FOOD DIST	0	05/15/2024	Fresh fruit/vegetable program	06199144	1,214.00
					(grant): Kistler - carrots		
	07/11/2024	J. AMBROGI FOOD DIST	0	05/13/2024	Fresh fruit/vegetable program	06199143	1,063.00
					(grant): Kistler - fruit medley		
	07/11/2024	J. AMBROGI FOOD DIST	0	05/10/2024	Fresh fruit/vegetable program	06195361	1,430.83
					(grant): Kistler - grapes, apples		
	07/11/2024	J. AMBROGI FOOD DIST	0	05/08/2024	Fresh fruit/vegetable program	06195360	2,357.03
					(grant): Kistler - peppers, pineapples, apples		
	07/11/2024	J. AMBROGI FOOD DIST	0	05/06/2024	Fresh fruit/vegetable program	06195359	455.00
					(grant): Kistler - pears		
	07/11/2024	J. AMBROGI FOOD DIST	0	05/03/2024	Fresh fruit/vegetable program	06190527	1,025.80
					(grant): Kistler - celery		
	07/11/2024	J. AMBROGI FOOD DIST	0	05/01/2024	Fresh fruit/vegetable program	06190526	1,403.20
					(grant): Kistler - mangos		
	07/11/2024	J. AMBROGI FOOD DIST	0	05/31/2024	Fresh fruit/vegetable program	06211252	307.80
					(grant): Heights - blueberries, nectarines		
	07/11/2024	J. AMBROGI FOOD DIST	0	05/29/2024	Fresh fruit/vegetable program	06207849	5,114.84
					(grant): Heights - watermelon, grapes, fruit medley, apples		
	07/11/2024	J. AMBROGI FOOD DIST	0	05/24/2024	Fresh fruit/vegetable program	06206712	2,037.28
					(grant): Heights - nectarines, apricots, carrots		
	07/11/2024	J. AMBROGI FOOD DIST	0	05/22/2024	Fresh fruit/vegetable program	06205197	2,449.74
					(grant): Heights - watermelon, honeydew		

CHECK CHECK		PO INVOICE		INVOICE	INVOICE	AMOUNT
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	
3978	07/11/2024	J. AMBROGI FOOD DIST	0	05/20/2024	Fresh fruit/vegetable program (grant): Heights - cantaloupe, peaches	3,315.50
	07/11/2024	J. AMBROGI FOOD DIST	0	05/17/2024	Fresh fruit/vegetable program (grant): Heights - mangos	1,398.20
	07/11/2024	J. AMBROGI FOOD DIST	0	05/01/2024	Fresh fruit/vegetable program (grant): Heights - apples, mangos, celery, bananas, apples	2,502.89
	07/11/2024	J. AMBROGI FOOD DIST	0	05/13/2024	Fresh fruit/vegetable program (grant): Heights - carrots, fruit medley	2,216.30
	07/11/2024	J. AMBROGI FOOD DIST	0	05/08/2024	Fresh fruit/vegetable program (grant): Heights - grapes, peppers, pineapples	3,729.40
	07/11/2024	J. AMBROGI FOOD DIST	0	05/06/2024	Fresh fruit/vegetable program (grant): Heights - apples, clementines	507.69
	07/11/2024	J. AMBROGI FOOD DIST	0	06/03/2024	Fresh fruit/vegetable program (grant): Dodson - apples, oranges, watermelon, peppers	2,019.19
	07/11/2024	J. AMBROGI FOOD DIST	0	05/29/2024	Fresh fruit/vegetable program (grant): Dodson - grapes, fruit medley, carrots, apricots, raspberries	5,184.88
	07/11/2024	J. AMBROGI FOOD DIST	0	05/24/2024	Fresh fruit/vegetable program (grant): Dodson - watermelon, nectarines, plums	2,829.28
	07/11/2024	J. AMBROGI FOOD DIST	0	05/22/2024	Fresh fruit/vegetable program (grant): Dodson - watermelon, peaches	1,209.98
	07/11/2024	J. AMBROGI FOOD DIST	0	05/20/2024	Fresh fruit/vegetable program (grant): Dodson - cantaloupe, honeydew	1,211.21
	07/11/2024	J. AMBROGI FOOD DIST	0	05/15/2024	Fresh fruit/vegetable program (grant): Dodson - mangos, apples	827.47
	07/11/2024	J. AMBROGI FOOD DIST	0	05/13/2024	Fresh fruit/vegetable program (grant): Dodson - carrots, fruit medley	1,184.10
	07/11/2024	J. AMBROGI FOOD DIST	0	05/10/2024	Fresh fruit/vegetable program (grant): Dodson - grapes	770.88
	07/11/2024	J. AMBROGI FOOD DIST	0	05/08/2024	Fresh fruit/vegetable program (grant): Dodson - peppers, pineapples	1,110.09
	07/11/2024	J. AMBROGI FOOD DIST	0	05/06/2024	Fresh fruit/vegetable program (grant): Dodson - clementines	252.00
	07/11/2024	J. AMBROGI FOOD DIST	0	05/01/2024	Fresh fruit/vegetable program (grant): Dodson - mangos, celery	1,284.66
3979	07/17/2024	TORBIK SAFE & LOCK I	2002300359	11/29/2022	FOOD SERVICE STUDENT BADGING PRINT RIBBON	880.20
3980	07/17/2024	TRIMARK SS KEMP	2002400736	05/09/2024	FOODSERVICE SMALLWARES	4,284.70
3981	07/17/2024	WBASD - GENERAL FUND	0	06/22/2024	July 2024 fuel reimbursement to the General Fund for fuel	200.03

CHECK CHECK			PO INVOICE		INVOICE	INVOICE	
<u>NUMBER</u>	<u>DATE</u>	<u>VENDOR</u>	<u>NUMBER</u>	<u>DATE</u>	<u>DESCRIPTION</u>	<u>NUMBER</u>	<u>AMOUNT</u>
					purchased for food service vehicles.		

Totals for checks 1,200,789.87

August 5, 2024

BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE

D. GENERAL FUND

That checks #63234 to #63353 listed on the following pages, which have been inspected, be approved and that order be drawn for the respective amounts set down opposite the names of persons or firms.

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
63234	08/06/2024	AMERGIS HEALTHCARE S	06/13/2024	EDUCATIONAL SERVICES FOR MAY 2024	E134374508	12,701.50
63234	08/06/2024	AMERGIS HEALTHCARE S	05/16/2024	EDUCATIONAL SERVICES PROVIDED	E131868308	17,921.18
63235	08/06/2024	AVEANNA HEALTHCARE	06/04/2024	EDUCATIONAL SERVICES PROVIDED	4524542	727.50
63235	08/06/2024	AVEANNA HEALTHCARE	06/04/2024	EDUCATIONAL SERVICES PROVIDED	4514354	7,585.20
63236	08/06/2024	BELMONT BEHAVIORAL H	06/30/2024	EDUCATIONAL SERVICES PROVIDED STUDENT : LN INV DATE 07/03/2024	NOA2024JUN	3,300.00
63236	08/06/2024	BELMONT BEHAVIORAL H	06/30/2024	EDUCATIONAL SERVICES PROVIDED STUDENT: MA & ZE INV DATE 07/03/2024	HIC2024JUN	2,100.00
63237	08/06/2024	BERKS COUNTY INTERME	06/11/2024	EDUCATIONAL SERVICES PROVIDED STUDENT: MM	2400053192	800.00
63237	08/06/2024	BERKS COUNTY INTERME	06/11/2024	EDUCATIONAL SERVICES PROVIDED STUDENT : AP	2400053201	720.00
63237	08/06/2024	BERKS COUNTY INTERME	06/25/2024	EDUCATIONAL SERVICES PROVIDED STUDENT : AT	2400053376	240.00
63237	08/06/2024	BERKS COUNTY INTERME	05/02/2024	EDUCATIONAL SERVICES PROVIDED STUDENT : VV	2400052705	640.00
63238	08/06/2024	BUTLER AREA SCHOOL D	05/16/2024	EDUCATIONAL SERVICES PROVIDED C/O SUMMIT ACADEMY DATES OF ATTENDANCE 04/01/2024-04/30/2024 RE: JN	042024-189	4,110.70
63238	08/06/2024	BUTLER AREA SCHOOL D	05/14/2024	EDUCATIONAL SERVICES PROVIDED C/O SUMMIT ACADEMY DATES OF ATTENDANCE 02/08/2024-02/29/2024 - 03/01/2024-03/31/2024 RE: JN	032024-189	6,539.75
63239	08/06/2024	CHESTER COUNTY INTER	06/03/2024	EDUCATIONAL SERVICES PROVIDED DATE OF SERVICE: 05/01/2024-05/31/2024 RE: LK	458637	6,834.74
63239	08/06/2024	CHESTER COUNTY INTER	06/17/2024	EDUCATIONAL SERVICES PROVIDED STUDENT : AW	459106	179.38
63239	08/06/2024	CHESTER COUNTY INTER	06/14/2024	EDUCATIONAL SERVICES PROVIDED STUDENT: JJ SCHOOL YEAR 23-24	459066	7,426.85
63239	08/06/2024	CHESTER COUNTY INTER	06/30/2024	EDUCATIONAL SERVICES PROVIDED STUDENT: LK SCHOOL YEAR 23/24	459577	557.28
63240	08/06/2024	CLARK, PATRICE	06/30/2024	ESY SERVICES FOR THE DATES: 06/18, 06/19, 06/25, 06/26 STUDENT: DR	23/24SCHOO	640.00
63241	08/06/2024	CRESTWOOD SCHOOL DIS	06/30/2024	EDUCATIONAL SERVICES PROVIDED 23-24 SCHOOL YEAR INV DATE 07/02/2024	INVDATE070	265,430.37
63242	08/06/2024	FUNCTIONAL CONNECTIO	06/03/2024	EDUCATIONAL AIDE : JV DATES OF SERVICE: 04/23/2024-05/24/2024	1117	6,526.00
63243	08/06/2024	HARBORCREEK YOUTH SE	06/12/2024	EDUCATIONAL SERVICES PROVIDED MAY & JUNE 23-24 SCHOOL YEAR STUDENT : KS	35145	2,607.93
63243	08/06/2024	HARBORCREEK YOUTH SE	05/06/2024	EDUCATIONAL SERVICES PROVIDED ARPIL 23/24 SCHOOL YEAR STUDENT: KS	35063	1,545.44
63244	08/06/2024	HORSHAM CLINIC	06/30/2024	EDUCATIONAL SERVICES PROVIDED 23/24 SCHOOL YEAR STUDENT:	23/24SCHOO	180.00

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
				AJ		
63244	08/06/2024	HORSHAM CLINIC	06/30/2024	EDUCATIONAL SERVICES PROVIDED 23/24 SCHOOL YEAR STUDENT:	23/24SCHOO	480.00
				AJ		
63244	08/06/2024	HORSHAM CLINIC	06/30/2024	EDUCATIONAL SERVICES PROVIDED 23/24 SCHOOL YEAR STUDENT:	23/24SCHOO	60.00
				MA		
63244	08/06/2024	HORSHAM CLINIC	06/30/2024	EDUCATIONAL SERVICES PROVIDED 23-24 SCHOOL YEAR STUDENT:	23/24SCHOO	1,200.00
				MA		
63244	08/06/2024	HORSHAM CLINIC	06/30/2024	EDUCATIONAL SERVICES PROVIDED 23/24 SCHOOL YEAR STUDNET:	23/24SCHOO	420.00
				MA		
63244	08/06/2024	HORSHAM CLINIC	06/30/2024	EDUCATIONAL SERVICES PROVIDED 23/24 SCHOOL YEAR STUDENT:	23/24SCHOO	780.00
				SL		
63245	08/06/2024	KIDSPEACE NATIONAL C	02/29/2024	EDUCATIONAL SERVICES PROVIDED 23/24 SCHOOL YEAR STUDENT:	130980	80.00
				JM		
63245	08/06/2024	KIDSPEACE NATIONAL C	03/31/2024	EDUCATIONAL SERVICES PROVIDED 23/24 SCHOOL YEAR STUDENT:	131638	400.00
				JM & bs		
63245	08/06/2024	KIDSPEACE NATIONAL C	01/31/2024	EDUCATIONAL SERVICES PROVIDED 23/24 SCHOOL YEAR STUDENT:	130476	440.00
				DA & JU		
63246	08/06/2024	LUZERNE INTERMEDIATE	06/20/2024	ESL INSTRUCTIONAL HOURS DEC / JAN / FEB	2400000245	28,460.60
63247	08/06/2024	THE MEADOW'S/UCBH	04/04/2024	EDUCATIONAL SERVICES PROVIDED 23/24 SCHOOL YEAR STUDENT: AM APRIL 2024 INV DATE 07022024	79578	910.00
63247	08/06/2024	THE MEADOW'S/UCBH	06/18/2024	EDUCATIONAL SERVICES PROVIDED 23/24 SCHOOL YEAR STUDENT: AM MAY/ JUNE2024	79934	350.00
63248	08/06/2024	MONTOUR SCHOOL DISTR	06/30/2024	EDUCATIONAL SERVICES PROVIDED 23/24 SCHOOL YEAR STUDENT: AM	101131	750.04
63249	08/06/2024	NEW STORY LLC	06/30/2024	EDUCATIONAL SERVICES PROVIDED 23/24 SCHOOL YEAR STUDENT: VN INV DATE 07/01/2024	INV99664	2,716.00
63249	08/06/2024	NEW STORY LLC	06/30/2024	EDUCATIONAL SERVICES PROVIDED 23/24 SCHOOL YEAR STUDENT: HA INV DATE 07/01/2024	INV99660	2,716.00
63249	08/06/2024	NEW STORY LLC	06/30/2024	EDUCATIONAL SERVICES PROVIDED 23/24 SCHOOL YEAR STUDENT: AH INV DATE 07/01/2024	INV99661	2,716.00
63249	08/06/2024	NEW STORY LLC	06/30/2024	EDUCATIONAL SERVICES PROVIDED 23/24 SCHOOL YEAR STUDENT: TH INV DATE 07/01/2024	INV99662	2,716.00
63250	08/06/2024	NORTHERN REGION EDUC	06/30/2024	EDUCATIONAL SERVICES PROVIDED 23-24 SCHOOL YEAR RE: JZ	4V2554	2,100.00
63251	08/06/2024	PHOENIX CENTER FOR R	05/01/2024	EDUCATIONAL SERVICES PROVIDED MAY 2024 RE: JZ	MAY2024	3,841.50
63251	08/06/2024	PHOENIX CENTER FOR R	06/30/2024	EDUCATIONAL SERVICES PROVIDED 23/24 SCHOOL YEAR STUDENT: JZ	INVDATE060	2,068.50

CHECK CHECK			INVOICE		INVOICE	
NUMBER	DATE	VENDOR	DATE	DESCRIPTION	NUMBER	AMOUNT
63252	08/06/2024	SPECIALIZED EDUCATIO	06/10/2024	EDUCATIONAL SERVICES PROVIDED 23/24 SCHOOL YEAR GRAHAM ACADEMY	INV195396	163,882.21
63252	08/06/2024	SPECIALIZED EDUCATIO	06/26/2024	EDUCATIONAL SERVICES PROVIDED 23/24 SCHOOL YEAR GRAHAM ACADEMY	INV197270	35,825.75
63253	08/06/2024	WAYNESBORO AREA SCHO	04/30/2024	EDUCATIONAL SERVICES PROVIDED 23/24 SCHOOL YEAR STUDENT: CM	AYC962024	1,305.58
63254	08/06/2024	CLARK, PATRICE	07/02/2024	ESY SERVICES FOR THE DATES: 07/02, 07/03, 07/09, 07/10, 07/16, 07/17 STUDENT: DR	24/25SCHOO	960.00
63255	08/06/2024	ESS NORTHEAST LLC	06/15/2024	BILLING FOR WEEK ENDING 06/15/2024 SUBSTITUTE @ GAR	INV551382	408.90
63255	08/06/2024	ESS NORTHEAST LLC	06/29/2024	BILLING WEEK ENDING 06/29/2024 SUBSTITUTE: DODSON	INV553862	171.48
63255	08/06/2024	ESS NORTHEAST LLC	04/13/2024	BILLING FOR WEEK ENDING 04/13/2024 SUBSTITUTE - FLOOD, DODSON, KISTLER, GAR, HEIGHTS, SOL ELE, SOL MIDDLE, WBA HS	INV526991	20,286.66
63255	08/06/2024	ESS NORTHEAST LLC	04/20/2024	BILLING FOR WEEK ENDING 04/20/2024 SUBSTITUTE - FLOOD, DODSON, KISTLER, GAR, HEIGHTS, SOL ELE, SOL MIDDLE, WBA HS	INV529736	22,251.97
63255	08/06/2024	ESS NORTHEAST LLC	04/27/2024	BILLING FOR WEEK ENDING 04/27/2024 SUBSTITUTE - FLOOD, DODSON, KISTLER, GAR, HEIGHTS, SOL ELE, SOL MIDDLE, WBA HS	INV531785	21,632.18
63255	08/06/2024	ESS NORTHEAST LLC	05/11/2024	BILLING WEEK ENDING 05/11/2024 SUBSTITUTE - FLOOD, DODSON, KISTLER, GAR, HEIGHTS, SOL ELE, SOL MIDDLE, WBA HS	INV538749	21,938.77
63255	08/06/2024	ESS NORTHEAST LLC	05/25/2024	BILLING FOR WEEK ENDING 05/25/2024 SUBSTITUTE - FLOOD, DODSON, KISTLER, GAR, HEIGHTS, SOL ELE, SOL MIDDLE, WBA HS	INV543885	22,288.35
63255	08/06/2024	ESS NORTHEAST LLC	06/01/2024	BILLING WEEK ENDING 06/01/2024 SUBSTITUTE - FLOOD, DODSON, KISTLER, GAR, HEIGHTS, SOL ELE, SOL MIDDLE, WBA HS	INV547394	18,505.95
63255	08/06/2024	ESS NORTHEAST LLC				0.00
63256	08/06/2024	ESS SUPPORT SERVICES	06/22/2024	PARA - SOLOMON MIDDLE 05/29/2024 THOMAS DZIAK	INV551984	109.60
63256	08/06/2024	ESS SUPPORT SERVICES	06/08/2024	BILLING FOR WEEK ENDING 06/08/2024 PARA'S : GAR , HEIGHTS, SOL MIDDLE, SOL ELEM	INV548977	931.60
63256	08/06/2024	ESS SUPPORT SERVICES	05/25/2024	BILLING FOR WEEK ENDING 05/25/2024	INV544978	1,808.40
63256	08/06/2024	ESS SUPPORT SERVICES	05/04/2024	BILLING FOR WEEK ENDING 05/04/2024 PARA'S: DODSON,	INV536318	2,466.00

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
				FLOOD, GAR, HEIGHTS, KISTLER, SOL MIDDLE, SOL ELEM		
63256	08/06/2024	ESS SUPPORT SERVICES	06/01/2024	BILLING FOR WEEK ENDING 06/01/2024 PARAS - FLOOD, DODSON, KISTLER, GAR, HEIGHTS, SOL ELE, SOL MIDDLE	INV547395	2,192.00
63257	08/06/2024	BERKHEIMER ASSOCIATE	05/31/2024	COMPUTER SERVICE PER CAPITA TAX BILLING	590	892.72
63257	08/06/2024	BERKHEIMER ASSOCIATE	06/28/2024	COMPUTER SERVICE PER CAPITA TAX BILLING	591	419.44
63258	08/06/2024	CALEX LOGISTICS	06/28/2024	SERVICES PROVIDED FOR JUNE 2024	I03406	14.00
63259	08/06/2024	CITIZENS' VOICE	05/01/2024	ADVERTISING INVOICE FOR MAY 2024	0524185303	683.54
63259	08/06/2024	CITIZENS' VOICE	06/01/2024	MEETING NOTICE INVOICE FOR JUNE 2024	0624185303	76.01
63260	08/06/2024	DEHEY MCANDREW	06/30/2024	SERVICES PROVIDED INV DATE 07/02/2024	3940	1,931.85
63261	08/06/2024	FLORES-CANTORAN, ARL	06/30/2024	SERVICES PROVIDED FOR THE 23/24 SCHOOL YEAR	23/24SCHOO	25,000.00
63262	08/06/2024	GLEN SUMMIT SPRINGS	06/30/2024	ACCOUNT 53217 JUNE 2024 BILLING	53217(JUNE	497.14
63262	08/06/2024	GLEN SUMMIT SPRINGS	04/30/2024	ACCOUNT 53217 MAY 2024 BILLING	53217(MAY)	1,626.85
63263	08/06/2024	LAW OFFICES OF ANGEL	06/11/2024	MAY 2024 INV RE: JP	3457	72.00
63263	08/06/2024	LAW OFFICES OF ANGEL	06/01/2024	MAY 2024 INV RE: RP	3459	1,134.00
63263	08/06/2024	LAW OFFICES OF ANGEL	06/01/2024	MAY 2024 INV RE: SPECIAL COUNSEL	3459(1)	864.00
63263	08/06/2024	LAW OFFICES OF ANGEL	06/30/2024	JUNE 2024 INV / RE: FJ INV DATE : 07/03/2024	3475	198.00
63263	08/06/2024	LAW OFFICES OF ANGEL	06/30/2024	JUNE 2024 INV / RE: JP INV DATE 07/03/2024	3476	90.00
63263	08/06/2024	LAW OFFICES OF ANGEL	06/30/2024	JUNE 2024 INV / RE: JP INV DATE 07/03/2024	3477	216.00
63263	08/06/2024	LAW OFFICES OF ANGEL	06/30/2024	JUNE 2024 INV / RE: RP INV DATE 07/03/2024	3478	72.00
63263	08/06/2024	LAW OFFICES OF ANGEL	06/30/2024	JUNE 2024 INV / RE: SPECIAL COUNSEL INV DATE 07/03/2024	3479	756.00
63264	08/06/2024	LEIGHTON, BRIAN	05/01/2024	MILEAGE FOR MAY 2024	MAY2024	108.54
63265	08/06/2024	MARSH, CARL	05/01/2024	MILEAGE FOR MAY 2024	MAY2024	62.31
63266	08/06/2024	MOHEGAN SUN ARENA AT	06/07/2024	WILKES BARRE AREA HIGH SCHOOL GRADUATION EVENT SETTLEMENT 23-24 SCHOOL YEAR	INVDATE060	27,523.49
63267	08/06/2024	MYERS, MELISSA	05/01/2024	MILEAGE FOR MAY 2024	MAY2024	80.40
63267	08/06/2024	MYERS, MELISSA	06/01/2024	MILEAGE FOR JUNE 2024	JUNE2024	20.77
63268	08/06/2024	PAPER EATERS LLC	06/17/2024	SERVICES PROVIDED (SHREDDING)	13709	75.00
63269	08/06/2024	PSBA INSURANCE TRUST	06/30/2024	PROGRAM: BUCS COMPREHENSIVE POLICY PERIOD: 07/01/2023 - 06/30/2024	5763	5,375.47
63270	08/06/2024	PURE WATER TECHNOLOG	06/15/2024	SERVICES PROVIDED - MONTHLY RENTAL	223568	49.00
63271	08/06/2024	R.E.M. GRADUATE SERV	06/25/2024	CORDS/ HOODS/ GOWNS 23-24 SCHOOL YEAR	488	2,132.00
63272	08/06/2024	REALLY GOOD STUFF LL	03/14/2024	SUPPLIES FOR SOL ELEM (DUPLICATE ORDER)	8478905	232.11
63272	08/06/2024	REALLY GOOD STUFF LL	03/20/2024	SUPPLIES FOR WBA HIGH SCHOOL	8483186	31.41

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
				(DUP ORDER)		
63272	08/06/2024	REALLY GOOD STUFF LL	12/01/2023	SUPPLIES FOR KISTLER	8398957	69.36
				(DUPLICATE ORDER)		
63272	08/06/2024	REALLY GOOD STUFF LL	12/01/2023	SUPPLIES FOR HEIGHTS {	8398510	219.89
				DUPLICATE ORDER)		
63273	08/06/2024	SERAFINI, MARGO	06/01/2024	MILEAGE JUNE 2024	JUNE2024	29.55
63274	08/06/2024	STANDING STONE CONSU	06/30/2024	GREETERS FOR THE PERIOD OF	2024-930	296.70
				06/24/2024-06/27/2024 (ADM)		
				INV DATE 07/05/2024		
63274	08/06/2024	STANDING STONE CONSU	06/25/2024	GREETERS FOR THE PERIOD	2024-917	153.40
				06/17/2024-06/21/2024 (ADM)		
63275	08/06/2024	THE TIMES LEADER	06/02/2024	ADVERTISING INVOICE /	06/02/24-0	1,047.70
				STATEMENT BILLING PERIOD		
				06/02/2024-06/29/2024		
63276	08/06/2024	TOM TOBIN JR WHOLESA	06/07/2024	GRADUATION FLOWERS 23-24	INVDAT060	785.00
				SCHOOL YEAR		
63277	08/06/2024	VALLEY PEST CONTROL	06/20/2024	BI-WEEKLY SERVICES FOR	60977	90.00
				KISTLER		
63277	08/06/2024	VALLEY PEST CONTROL	06/27/2024	MONTHLY PEST SERVICES GAR	61180	150.00
63277	08/06/2024	VALLEY PEST CONTROL	06/27/2024	MONTHLY SERVICES HEIGHTS	61161	120.00
63277	08/06/2024	VALLEY PEST CONTROL	06/26/2024	MONTHLY SERVICES FOR WBASD	61120	470.00
				HIGH SCHOOL		
63278	08/06/2024	WERNER, DAN	03/01/2024	TRANSPORTATION UNDER ACT 372	MARCH2024H	218.69
				- HOLY REDEEMER		
63278	08/06/2024	WERNER, DAN	03/01/2024	TRANSPORTATION UNDER ACT 372	MARCH2024B	259.69
				- BCCCS		
63278	08/06/2024	WERNER, DAN	04/01/2024	TRANSPORTATION UNDER ACT 372	APRIL2024H	287.03
				- HOLY REDEEMER		
63278	08/06/2024	WERNER, DAN	04/01/2024	TRANSPORTATION UNDER ACT 372	APRIL2024B	273.36
				- BCCCS		
63278	08/06/2024	WERNER, DAN	05/01/2024	TRANSPORTATION UNDER ACT 372	MAY2024HR	287.03
				- HOLY REDEEMER		
63278	08/06/2024	WERNER, DAN	05/01/2024	TRANSPORTATION UNDER ACT 372	MAY2024BCC	300.70
				- BCCCS		
63278	08/06/2024	WERNER, DAN	06/01/2024	TRANSPORTATION UNDER ACT 372	JUNE2024HR	54.67
				- HOLY REDEEMER		
63278	08/06/2024	WERNER, DAN	06/01/2024	TRANSPORTATION UNDER ACT 372	JUNE2024BC	123.01
				- BCCCS		
63279	08/06/2024	WYOMING VALLEY MALL	06/30/2024	REFUND OF PAID TAXES FOR THE	2020	411,449.59
				YEAR 2020 COURT ORDER #		
				2019-13855		
63279	08/06/2024	WYOMING VALLEY MALL	06/30/2024	REFUND OF PAID TAXES FOR THE	2021	411,449.58
				YEAR 2021 COURT ORDER #		
				2019-13855		
63279	08/06/2024	WYOMING VALLEY MALL	06/30/2024	REFUND OF PAID TAXES FOR THE	2020(1)	9,473.07
				YEAR 2020 COURT ORDER#		
				2019-13854		
63279	08/06/2024	WYOMING VALLEY MALL	06/30/2024	REFUND OF PAID TAXES FOR THE	2021(1)	9,473.07
				YEAR 2021 COURT ORDER#		
				2019-13854		
63280	08/06/2024	CALEX LOGISTICS	07/01/2024	SERVICES PROVIDED FOR THE	I03435	401.50
				MONTH OF JULY 2024		
63281	08/06/2024	FIRST CHOICE BUSINES	07/03/2024	SERVICES PROVIDED FOR WBASD	FCSS10269	168.79
				HIGH SCHOOL INV DATE:		
				07/03/2024		
63282	08/06/2024	GOOD SHEPHERD ACADEM	07/01/2024	TUITION FOR 2024-2025 SCHOOL	5237572374	6,725.00

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
				YEAR (LEAH AMOS)		
63283	08/06/2024	PAPER EATERS LLC	07/19/2024	SERVICES PROVIDED FOR THE MONTH OF JULY 2024	14074	105.00
63284	08/06/2024	PURE WATER TECHNOLOG	07/15/2024	SERVICES PROVIDED FOR THE MONTH OF JULY 2024	227036	49.00
63285	08/06/2024	VALLEY PEST CONTROL	07/09/2024	MONTHLY SERVICES PROVIDED FOR ADMIN	61343	50.00
63285	08/06/2024	VALLEY PEST CONTROL	07/09/2024	MONTHLY SERVICES PROVIDED FOR FLOOD	61362	75.00
63285	08/06/2024	VALLEY PEST CONTROL	07/09/2024	MONTHLY SERVICES PROVIDED FOR SOL ELEM	61364	149.20
63285	08/06/2024	VALLEY PEST CONTROL	07/11/2024	MONTHLY SERVIES PROVIDED FOR DODSON	61407	60.00
63285	08/06/2024	VALLEY PEST CONTROL	07/22/2024	ADDITIONAL SERVICES PROVIDED FOR SOL ELEM	61637	150.00
63285	08/06/2024	VALLEY PEST CONTROL	07/22/2024	MONTHLY SERVICES PROVIDED FOR WBA HIGH SCHOOL	61674	195.00
63286	08/06/2024	AMAZON CAPITAL SERVI	06/25/2024	WBA HS STADIUM PICNIC TABLES	1NC3-4NFV-	985.14
63286	08/06/2024	AMAZON CAPITAL SERVI	06/27/2024	WBA HS STADIUM PICNIC TABLES	1YQY-P9NY-	332.62
63286	08/06/2024	AMAZON CAPITAL SERVI	06/27/2024	WBA HS STADIUM PICNIC TABLES	1MDN-LQJC-	997.84
63286	08/06/2024	AMAZON CAPITAL SERVI	06/27/2024	WBA HS STADIUM TABLES	1GHQ-MQJV-	997.84
63286	08/06/2024	AMAZON CAPITAL SERVI	06/27/2024	WBA HS STADIUM PICNIC TABLES	14GW-WC9W-	997.84
63286	08/06/2024	AMAZON CAPITAL SERVI	06/27/2024	CREDIT MEMO DATE: 06/27/2024 ORIG INV# 1413-RWCR-WKPL PO# 2002400881 PHONE CORDS	1V1N-Q1KY-	-7.79
63286	08/06/2024	AMAZON CAPITAL SERVI	06/27/2024	CREDIT MEMO DATE: 06/27/2024 ORIG INV # 19Q1-DXPG-NR6T PO# 2002400868 DECK BELT	11PF-P6HT-	-224.16
63287	08/06/2024	THE COLLEGE BOARD	05/22/2024	WBA HS AP EXAMINATIONS -- EITC FUNDING	A253537741	9,375.00
63288	08/06/2024	DIFFERENT ROADS TO L	04/25/2024	Autistic Support - Curriculum - VB-MAPP Assessment Kit - S. McCarter	24523	967.54
63289	08/06/2024	FLINN SCIENTIFIC, IN	06/18/2024	WBASD SCIENCE CLASSROOM SUPPLIES	3010814	151.70
63289	08/06/2024	FLINN SCIENTIFIC, IN	05/28/2024	WBASD SCIENCE CLASSROOM SUPPLIES	3005445	46.56
63289	08/06/2024	FLINN SCIENTIFIC, IN	04/29/2024	WBASD SCIENCE CLASSROOM SUPPLIES	2996652	1,662.24
63289	08/06/2024	FLINN SCIENTIFIC, IN	04/30/2024	WBA HS EARTH AND SPACE SCIENCE SUPPLIES	2996953	130.47
63289	08/06/2024	FLINN SCIENTIFIC, IN	04/19/2024	WBA HS EARTH AND SPACE SCIENCE SUPPLIES	2993720	1,535.03
63290	08/06/2024	KURTZ BROTHERS	06/18/2024	SOLOMON PLAINS SUPPLIES L GARDNER	31886.00	235.45
63290	08/06/2024	KURTZ BROTHERS	06/20/2024	SOLOMON PLAINS SUPPLIES L GARDNER	31886.01	15.12
63290	08/06/2024	KURTZ BROTHERS	04/05/2022	ORIGINAL INVOICE NUMBER 32312.01 FOR 2021/2022 ELEMENTARY SUPPLY ORDER/KISTLER ORDER DATE 09/2021 CUSTOMER PO # 2002200006	32312.01CR	-191.58
63290	08/06/2024	KURTZ BROTHERS	06/06/2024	SOL PL MS KOZICKI ART SUPPLIES	29856.00	1,152.89
63290	08/06/2024	KURTZ BROTHERS	06/20/2024	SOL PL MS KOZICKI ART	29856.01	48.00

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				SUPPLIES		
63290	08/06/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PLAINS 30164	1537.00	252.95
63290	08/06/2024	KURTZ BROTHERS	06/05/2024	SOLOMON PLAINS 30164 INV DATE 07/19/2024	31537.01	39.48
63290	08/06/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PLAINS 30100	30408.00	1,092.53
63290	08/06/2024	KURTZ BROTHERS	06/05/2024	SOLOMON PLAINS 30100 INV DAT 07/19/2024	30408.01	24.61
63290	08/06/2024	KURTZ BROTHERS	06/12/2024	SOLOMON PLAINS 30157	31536.00	926.01
63290	08/06/2024	KURTZ BROTHERS	06/05/2024	SOLOMON PLAINS 30157 INV DATE 07/19/2024	31536.01	20.55
63290	08/06/2024	KURTZ BROTHERS	06/05/2024	SOLOMON PLAINS 30144	31532.00	1,475.90
63290	08/06/2024	KURTZ BROTHERS	06/05/2024	SOLOMON PLAINS 30144	31532.01	22.00
63290	08/06/2024	KURTZ BROTHERS				0.00
63291	08/06/2024	NATIONAL RIFLE ASSOC	05/13/2024	SPO HANDGUN/SHOTGUN FIREARMS INSTRUCTOR TRAINING -- B SMITH	invdate051	685.00
63292	08/06/2024	NCS PEARSON, INC	02/07/2024	ASSESSMENT ORDER DISTRICT S WOODARD	24793304	4,320.30
63293	08/06/2024	PENNSYLVANIA PAPER &	06/10/2024	WBA HS CUSTODIAL SUPPLIES	S1561883.0	1,005.40
63293	08/06/2024	PENNSYLVANIA PAPER &	03/18/2024	HEIGHTS MURRAY ELEM PAPER SUPPLIES	S1554232.0	1,243.26
63293	08/06/2024	PENNSYLVANIA PAPER &	06/17/2024	ADM BLDG	S1562579.0	541.70
63293	08/06/2024	PENNSYLVANIA PAPER &	06/12/2024	HEIGHTS MURRAY CUSTODIAL SUPPLIES	S1562428.0	39.66
63293	08/06/2024	PENNSYLVANIA PAPER &	05/20/2024	DODSON@MACKIN CUSTODIAL SUPPLIES	S1560252.0	805.81
63293	08/06/2024	PENNSYLVANIA PAPER &	06/10/2024	DODSON@MACKIN CUSTODIAL SUPPLIES	S1560252.0	32.24
63293	08/06/2024	PENNSYLVANIA PAPER &	06/28/2024	DODSON@MACKIN CUSTODIAL SUPPLIES	S1560252.0	35.43
63293	08/06/2024	PENNSYLVANIA PAPER &	05/23/2024	CREDIT ON PO# 2002400840 DODSON - FANTASTIC ALL PURPOSE ORIG SALE/ IONV # S1560614.002	S1560902.0	-32.24
63294	08/06/2024	SCHOOL HEALTH CORPOR	05/17/2024	DODSON@ MACKIN NURSE SUPPLIES	cinv000043	19.57
63294	08/06/2024	SCHOOL HEALTH CORPOR	04/12/2024	DODSON@ MACKIN NURSE SUPPLIES	cinv000027	1,494.03
63294	08/06/2024	SCHOOL HEALTH CORPOR	05/17/2024	HEIGHTS MURRAY NURSE SUPPLIES	cinv000043	19.57
63294	08/06/2024	SCHOOL HEALTH CORPOR	05/14/2024	HEIGHTS MURRAY NURSE SUPPLIES	CINV000042	15.30
63294	08/06/2024	SCHOOL HEALTH CORPOR	05/09/2024	HEIGHTS MURRAY NURSE SUPPLIES	CINV000040	161.98
63294	08/06/2024	SCHOOL HEALTH CORPOR	05/08/2024	HEIGHTS MURRAY NURSE SUPPLIES	CINV000039	18.87
63294	08/06/2024	SCHOOL HEALTH CORPOR	04/17/2024	HEIGHTS MURRAY NURSE SUPPLIES	CINV000029	10.43
63294	08/06/2024	SCHOOL HEALTH CORPOR	04/15/2024	HEIGHTS MURRAY NURSE SUPPLIES	CINV000027	2,315.79
63294	08/06/2024	SCHOOL HEALTH CORPOR	05/09/2024	SOL PL ELEM MS NURSE SUPPLIES	CINV000040	161.98
63294	08/06/2024	SCHOOL HEALTH CORPOR	04/17/2024	SOL PL ELEM MS NURSE SUPPLIES	CINV000029	20.86
63294	08/06/2024	SCHOOL HEALTH CORPOR	04/15/2024	SOL PL ELEM MS NURSE SUPPLIES	CINV000027	2,504.25
63294	08/06/2024	SCHOOL HEALTH CORPOR	04/17/2024	DAN FLOOD NURSE SUPPLIES	CINV000029	10.43
63294	08/06/2024	SCHOOL HEALTH CORPOR	05/14/2024	DAN FLOOD NURSE SUPPLIES	CINV000421	30.60
63294	08/06/2024	SCHOOL HEALTH CORPOR	04/15/2024	DAN FLOOD NURSE SUPPLIES	CINV000027	1,914.29
63294	08/06/2024	SCHOOL HEALTH CORPOR	05/09/2024	DAN FLOOD NURSE SUPPLIES	CINV000040	80.99
63295	08/06/2024	SCHOOLMART	04/22/2024	FX 55 Plus Calculators for PSSA testing	453565	1,211.25
63296	08/06/2024	STAPLES INC	06/22/2024	SOL PL MS OFFICE FURNITURE REPLACEMENT	6005134668	108.99
63296	08/06/2024	STAPLES INC	06/15/2024	SOLOMON PLAINS FURNITURE	6004780895	3,422.25

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				REPLENISHMENT		
63296	08/06/2024	STAPLES INC	06/08/2024	SOLOMON PLAINS FURNITURE	6004381217	175.96
				REPLENISHMENT		
63297	08/06/2024	ULINE SHIPPING SUPPL	06/03/2024	GAR MS BOXES/RICH	178876816	114.41
63298	08/06/2024	AMAZON CAPITAL SERVI	07/14/2024	SOLOMON PLAINS COMPLEX	1JQQ-MHD3-	126.80
				FLAGS/KEVIN		
63298	08/06/2024	AMAZON CAPITAL SERVI	07/15/2024	SOLOMON PLAINS MS OFFICE	1XKC-9YLP-	10.42
				SUPPLIES		
63298	08/06/2024	AMAZON CAPITAL SERVI	07/12/2024	ADM BLDG	1FY9-RGR3-	249.36
63298	08/06/2024	AMAZON CAPITAL SERVI	07/15/2024	ADM BLDG SUPPLIES-- R	1P74-WVJT-	19.62
				MAKARAVAGE		
63298	08/06/2024	AMAZON CAPITAL SERVI	07/18/2024	KISTLER PRINCIPAL OFFICE	1L3V-KCRY-	379.99
				SUPPLIES		
63298	08/06/2024	AMAZON CAPITAL SERVI	07/21/2024	ADM BLDG PAYROLL SUPPLIES	1VJJ-R7J1-	35.29
63298	08/06/2024	AMAZON CAPITAL SERVI	07/23/2024	WBA ADM PAYROLL SUPPLIES	1PJK-PWFD-	53.85
63298	08/06/2024	AMAZON CAPITAL SERVI	07/23/2024	2024-25 GAR MS PHYS ED	1C3C-W3LP-	296.20
				SUPPLIES		
63298	08/06/2024	AMAZON CAPITAL SERVI	07/21/2024	2024-2025 SOLOMON PLAINS	1CLP-RXR3-	1,725.51
				MUSIC SUPPLIES		
63298	08/06/2024	AMAZON CAPITAL SERVI	07/21/2024	2024-2025 SOLOMON PLAINS	1TLQ-XT7Q-	59.98
				MUSIC SUPPLIES		
63298	08/06/2024	AMAZON CAPITAL SERVI	07/29/2024	24/25 school year requisition	16XL-HY3Q-	148.50
				- Autistic Support		
63298	08/06/2024	AMAZON CAPITAL SERVI	07/29/2024	24/25 school year requisition	1XPW-PP69-	115.60
				- Learning Support		
63298	08/06/2024	AMAZON CAPITAL SERVI	07/29/2024	24/25 school year requisition	1X7J-GF94-	315.78
				- itinerant support		
63298	08/06/2024	AMAZON CAPITAL SERVI	07/30/2024	24/25 school year requisition	1WQM-R94V-	293.73
				- Learning Support		
63298	08/06/2024	AMAZON CAPITAL SERVI	07/28/2024	SOLOMON PLAINS MUSIC	1HRL-HHDV-	25.00
63298	08/06/2024	AMAZON CAPITAL SERVI	07/28/2024	24/25 school year requisition	16TL-7QPT-	131.79
				- Life Skills support		
63298	08/06/2024	AMAZON CAPITAL SERVI	07/28/2024	24/25 school year requisition	17CY-P6XT-	50.43
				- speech therapy		
63298	08/06/2024	AMAZON CAPITAL SERVI				0.00
63299	08/06/2024	FLINN SCIENTIFIC, IN	07/17/2024	WBA HS EARTH AND SPACE	3023680	91.40
				SCIENCE SUPPLIES		
63299	08/06/2024	FLINN SCIENTIFIC, IN	07/12/2024	WBASD SCIENCE CLASSROOM	3020365	99.64
				SUPPLIES		
63299	08/06/2024	FLINN SCIENTIFIC, IN	07/12/2024	WBASD SCIENCE CLASSROOM	3020947	99.64
				SUPPLIES		
63299	08/06/2024	FLINN SCIENTIFIC, IN	07/17/2024	WBASD SCIENCE CLASSROOM	3023922	229.80
				SUPPLIES		
63300	08/06/2024	GLOBAL INDUSTRIAL	07/17/2024	WBA HS CUSTODIAL	122144680	793.99
				SUPPLIES/MIKE		
63301	08/06/2024	HERTZ FURNITURE	07/08/2024	WBA HS MUSIC DEPT FURNITURE	692194	15,344.50
63302	08/06/2024	INTEGRA ONE	07/15/2024	LIGHTSPEED SYSTEMS 5 YEAR	219791	44,064.00
				CONTRCT		
63303	08/06/2024	JOHNSON CONTROLS FIR	07/17/2024	Dodson@Mackin;HEIGHTS MURRAY	24228899	7,599.00
				ELEM; WBA HS;SOLOMON ELEM AND		
				MIDDLE SCHOOL PSA		
				Renewal_Wilkes Barre Area Sch		
				Dist_585986_July_2024_ -		
				CPQ-609486 Planned Service		
				Agreement		
63303	08/06/2024	JOHNSON CONTROLS FIR	07/30/2024	Dodson@Mackin;HEIGHTS MURRAY	24228896	15,198.00

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				ELEM; WBA HS;SOLOMON ELEM AND MIDDLE SCHOOL PSA Renewal_Wilkes Barre Area Sch Dist_585986_July_2024_ - CPQ-609486 Planned Service Agreement		
63303	08/06/2024	JOHNSON CONTROLS	FIR 07/17/2024	Dodson@Mackin;HEIGHTS MURRAY ELEM; WBA HS;SOLOMON ELEM AND MIDDLE SCHOOL PSA Renewal_Wilkes Barre Area Sch Dist_585986_July_2024_ - CPQ-609486 Planned Service Agreement	24228894	4,397.22
63303	08/06/2024	JOHNSON CONTROLS	FIR 07/17/2024	Dodson@Mackin;HEIGHTS MURRAY ELEM; WBA HS;SOLOMON ELEM AND MIDDLE SCHOOL PSA Renewal_Wilkes Barre Area Sch Dist_585986_July_2024_ - CPQ-609486 Planned Service Agreement	24228889	14,841.00
63303	08/06/2024	JOHNSON CONTROLS	FIR 07/01/2024	AS PER THE PLANNED 3 YEAR INSTALLMENT SERVICE AGREEMENT CPQ-420114 DATED 6-5-2023 --YEAR 2 2024-25	24167475	600.00
63303	08/06/2024	JOHNSON CONTROLS	FIR 07/01/2024	AS PER THE PLANNED 3 YEAR INSTALLMENT SERVICE AGREEMENT CPQ-420114 DATED 6-5-2023 --YEAR 2 2024-25	24167476	600.00
63303	08/06/2024	JOHNSON CONTROLS	FIR 07/01/2024	AS PER THE PLANNED 3 YEAR INSTALLMENT SERVICE AGREEMENT CPQ-420114 DATED 6-5-2023 --YEAR 2 2024-25	24167477	600.00
63303	08/06/2024	JOHNSON CONTROLS	FIR 07/01/2024	AS PER THE PLANNED 3 YEAR INSTALLMENT SERVICE AGREEMENT CPQ-420114 DATED 6-5-2023 --YEAR 2 2024-25	24167478	600.00
63303	08/06/2024	JOHNSON CONTROLS	FIR 07/01/2024	AS PER THE PLANNED 3 YEAR INSTALLMENT SERVICE AGREEMENT CPQ-420114 DATED 6-5-2023 --YEAR 2 2024-25	24167479	600.00
63303	08/06/2024	JOHNSON CONTROLS	FIR 07/01/2024	WBA HS ALARM AND DETECTION MONITORING AS PER AGREEMENT/PROPOSAL 823132 DTD JULY 2021-JUNE 2026 YEAR 4 RENEWAL 2024-2025	24167377	600.00
63303	08/06/2024	JOHNSON CONTROLS	FIR			0.00
63303	08/06/2024	JOHNSON CONTROLS	FIR			0.00
63303	08/06/2024	JOHNSON CONTROLS	FIR			0.00
63304	08/06/2024	PENNSYLVANIA PAPER &	07/03/2024	WBA HS CUSTODIAL SUPPLIES INVOICE DATE : 07/03/2024	S1561883.0	128.96
63304	08/06/2024	PENNSYLVANIA PAPER &	07/03/2024	DODSON@MACKIN CUSTODIAL SUPPLIES INVOICE DATE: 07/03/2024	S1562421.0	64.48
63304	08/06/2024	PENNSYLVANIA PAPER &	07/18/2024	WBA HS CUSTODIAL SUPPLIES	s1563749.0	1,621.75
63305	08/06/2024	RIVERSIDE TECHNOLOGI	07/18/2024	TECHNOLOGY REPAIRS	IN0419949	93.00
63305	08/06/2024	RIVERSIDE TECHNOLOGI	07/18/2024	TECHNOLOGY REPAIRS	IN0419947	186.00

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63305	08/06/2024	RIVERSIDE TECHNOLOGI	07/18/2024	TECHNOLOGY REPAIRS	IN0419948	160.00
63305	08/06/2024	RIVERSIDE TECHNOLOGI	07/18/2024	TECHNOLOGY REPAIRS	IN0419950	62.00
63306	08/06/2024	STAPLES INC	07/20/2024	HEIGHTS MURRAY OFFICE SUPPLIES	6007241047	393.15
63307	08/06/2024	WET PAINT	07/11/2024	SPO NEW JACKETS	14724	229.50
63308	08/06/2024	AIRGAS USA, LLC	06/07/2024	HS-- Microbulk sales 655#	9150631335	660.83
63309	08/06/2024	BASSLER EQUIPMENT CO	06/20/2024	Sol-- Water Hose	8720	1,149.40
63309	08/06/2024	BASSLER EQUIPMENT CO	06/18/2024	HS-- Sign Post	8655	102.32
63310	08/06/2024	BUILDERS SUPPLY COMP	06/05/2024	HS-- Oil & Grease absorbent	160388	64.00
63311	08/06/2024	BUREAU VERITAS NATIO	05/24/2024	HS- 3yr Pressure Test, 2 passenger elevator; 3yr Pressure Test, 3 passenger elevator CUSTOMER # 8586505 INV# RI24014559	RI24014559	419.12
63311	08/06/2024	BUREAU VERITAS NATIO	05/24/2024	Mackin@ Dodson- 3yr Pressure test, 1 passenger elevator	RI24014560	209.56
63312	08/06/2024	CINTAS FIRE PROTECTI	06/28/2024	WELA-- 26 Inspection Exit Lighting Comprehensive, 27 Inspection Emergency Lighting Comprehensive	0F50711711	466.85
63312	08/06/2024	CINTAS FIRE PROTECTI	06/10/2024	Flood-- Annual extinguisher inspection, 6yr maintenance, recharge & additional services	0F50711010	1,514.57
63312	08/06/2024	CINTAS FIRE PROTECTI	06/13/2024	GAR-- recharge dry chemical, extinguisher, ring assembly, annual extinguisher inspections, 6yr maintenance, hydrotest	0F50711175	1,965.08
63312	08/06/2024	CINTAS FIRE PROTECTI	06/13/2024	Sol-- recharge dry chemical, extinguisher, ring assembly, annual extinguisher inspections, 6yr maintenance, hydrotest	0F50711178	1,901.21
63312	08/06/2024	CINTAS FIRE PROTECTI	06/14/2024	Kistler-- recharge dry chemical, extinguisher, ring assembly, annual extinguisher inspections, 6yr maintenance, hydrotest	0F50711180	2,064.76
63312	08/06/2024	CINTAS FIRE PROTECTI	06/10/2024	Admin-- Annual extinguisher inspection, 6yr maintenance & misc. services	0F50711009	876.18
63312	08/06/2024	CINTAS FIRE PROTECTI	06/10/2024	Dodson-- Annual extinguisher inspection, 6yr maintenance & misc. services	0F50711083	561.92
63312	08/06/2024	CINTAS FIRE PROTECTI	06/12/2024	Heights-- Recharge dry chemical, extinguishers, ring assembly, annual extinguisher inspection, 6yr maintenance, kitchen system inspection	0F50711109	2,334.23
63312	08/06/2024	CINTAS FIRE PROTECTI	04/10/2024	HS -- 2 Inspection, Sprinkler floor control valve 8 Inspection, annual inspection sprinkler system, wet type 1 Service Charge	0F50707236	6,556.72

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
63312	08/06/2024	CINTAS FIRE PROTECTI	06/18/2024	HS-- Recharge 10# Dry Chemical, O Ring Assembly, 2 Inspection, fire hose, 86 Inspection Extinguisher, Hydrotest. 3r party reporting, etc	0F50711185	1,928.89
63312	08/06/2024	CINTAS FIRE PROTECTI	06/28/2024	Dodson@Mackin-- 21 Emergency Exit Light Inspections; 27 Emergency Lighting Comp. Inspection	0F50711653	425.60
63312	08/06/2024	CINTAS FIRE PROTECTI				0.00
63312	08/06/2024	CINTAS FIRE PROTECTI				0.00
63313	08/06/2024	CITY ELECTRIC SUPPLY	06/06/2024	Heights-- 6" Circular LED, 4" Circular LED, utility knife & 2 Gang 25CU Plastic SB	WKB/003978	104.82
63313	08/06/2024	CITY ELECTRIC SUPPLY	05/30/2024	Kistler- misc. supplies	WKB/003882	10.43
63313	08/06/2024	CITY ELECTRIC SUPPLY	05/30/2024	Kistler-- Step Drill Bit #11	WKB/003891	49.97
63313	08/06/2024	CITY ELECTRIC SUPPLY	05/31/2024	Warehouse-- misc. bulbs	WKB/003907	218.10
63313	08/06/2024	CITY ELECTRIC SUPPLY	05/20/2024	GAR Hole saws	WKB/003755	206.12
63313	08/06/2024	CITY ELECTRIC SUPPLY	06/14/2024	WH- misc electric supplies	WKB/004114	48.00
63313	08/06/2024	CITY ELECTRIC SUPPLY	06/11/2024	Flood-- Misc supplies	WKB/004049	113.45
63313	08/06/2024	CITY ELECTRIC SUPPLY	06/06/2024	WH-- Misc Supplies	WKB/003987	67.48
63313	08/06/2024	CITY ELECTRIC SUPPLY	06/11/2024	WH- Misc Supplies	WKB/004042	84.48
63313	08/06/2024	CITY ELECTRIC SUPPLY	06/25/2024	GAR-- Auger bit, 6" LED	WKB/004236	31.87
63313	08/06/2024	CITY ELECTRIC SUPPLY	06/26/2024	Sol-- Quik Lok, Spade bit kit, Impact flip socket, Romex Strip, Drywall Screw	WKB/004250	111.32
63313	08/06/2024	CITY ELECTRIC SUPPLY	06/27/2024	Dodson @ Mackin-- SE Conn, 2 Hol SE Strap, LB Duct Seal & WP Cover	WKB/004271	30.69
63313	08/06/2024	CITY ELECTRIC SUPPLY	06/20/2024	Flood- Misc Supplies	WKB/004179	349.61
63313	08/06/2024	CITY ELECTRIC SUPPLY	05/29/2024	Solomon-- Misc Supplies	WKB/003864	386.69
63313	08/06/2024	CITY ELECTRIC SUPPLY				0.00
63314	08/06/2024	COOPER ELECTRIC	06/06/2024	Sol--WIC ROMEX 10/3 W/GRD 250C	S055405902	308.97
63314	08/06/2024	COOPER ELECTRIC	06/06/2024	Warehouse--SQD Q02020 SP-120/240V-20C CB	S055406610	122.88
63314	08/06/2024	COOPER ELECTRIC	06/27/2024	WH-- Circuit breaker, Sec Con, Maxiflex black & Micro-foam Nitrile coated palm & fingerprint	S055619225	35.26
63314	08/06/2024	COOPER ELECTRIC	06/13/2024	WH-- circuit breaker, diag. cutting pliers	S055479336	97.39
63314	08/06/2024	COOPER ELECTRIC	06/26/2024	WH-- Misc Supplies	S055603729	191.42
63315	08/06/2024	ECONOMY LUMBER	05/13/2024	GAR-- Handrail and Brackets	NO367431	119.76
63315	08/06/2024	ECONOMY LUMBER	05/17/2024	ADM BLDG LUMBER FRONT STEPS	367108	129.30
63316	08/06/2024	FITNESS HEADQUARTERS	06/13/2024	HS-- Maint./contract	INV/2024/0	650.00
63317	08/06/2024	FRANK N HENRY, INC	04/12/2024	GAR Door Closure Bolts	96062	565.00
63318	08/06/2024	GREEN VALLEY LANDSCA	05/30/2024	HS-- Lawn & Landscaping Maint. May 2024	59585	13,806.00
63318	08/06/2024	GREEN VALLEY LANDSCA	06/14/2024	Sol-- Lawn seed, fertilizer & straw	69903	1,181.00
63318	08/06/2024	GREEN VALLEY LANDSCA	06/14/2024	Sol- Till field and install topsoil	69902	7,400.00
63318	08/06/2024	GREEN VALLEY LANDSCA	05/30/2024	HS-- Lawn & Landscaping May 2024	59657	8,650.00

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
63318	08/06/2024	GREEN VALLEY LANDSCAPE	06/30/2024	HS-- Lawn & Landscaping June 2024	70148	8,586.00
63319	08/06/2024	HALL'S AUTO SERVICE	06/06/2024	Warehouse-- Box truck inspection	31328	37.00
63319	08/06/2024	HALL'S AUTO SERVICE	06/18/2024	WH- Dodge Durango brake repair	31371	191.00
63320	08/06/2024	HOME DEPOT CREDIT SE	06/06/2024	GAR-- Wires shelf, support bracket & vertical rail	H4122-3290	107.82
63321	08/06/2024	JOHNSON CONTROLS FIR	05/28/2024	JOHNSON CONTROL KISTLER	41733643	1,824.38
63321	08/06/2024	JOHNSON CONTROLS FIR	06/19/2024	WELA--REMOUNT CAFE SMOKE DETECTOR	52022597	1,901.02
63321	08/06/2024	JOHNSON CONTROLS FIR	06/18/2024	Sol-- service on Simplex 4100u	52019961	348.73
63322	08/06/2024	LINDSEY EQUIPMENT	04/16/2024	WH-- John Deere 2025R, season change & swap	1019787	210.00
63322	08/06/2024	LINDSEY EQUIPMENT	06/04/2024	WH-- Trimmer Head, Line head, Nylon Line & engine oil	1032333	353.02
63323	08/06/2024	MAIN HARDWARE & DISC	06/06/2024	Warehouse-- misc pest control products and supplies	94157	191.65
63323	08/06/2024	MAIN HARDWARE & DISC	06/06/2024	Warehouse-- glass scrapers, goo gone & aqua nozzle	94402	63.09
63323	08/06/2024	MAIN HARDWARE & DISC	06/11/2024	GAR-- downspout, 1/8 pop rivet, wire nail & drill bit	94432	20.35
63323	08/06/2024	MAIN HARDWARE & DISC	06/17/2024	Dodson-- padlock, key	94489	117.06
63323	08/06/2024	MAIN HARDWARE & DISC	06/09/2024	GAR-- Phillips #2, L bracket	94426	12.53
63323	08/06/2024	MAIN HARDWARE & DISC	06/09/2024	WH-- zip ties	94430	7.99
63323	08/06/2024	MAIN HARDWARE & DISC	06/13/2024	Solomon-- Spackle, wall patch, base adhesive, trowel, sand block and wasp spray	94453	61.01
63323	08/06/2024	MAIN HARDWARE & DISC	06/18/2024	Kistler-- Chain, padlock and barrel bolt	94512	44.71
63323	08/06/2024	MAIN HARDWARE & DISC	06/04/2024	Dodson-- padlock, hasp	94376	98.44
63323	08/06/2024	MAIN HARDWARE & DISC	06/24/2024	WH-- Window cleaner, socket adapter, hook & eye & safety glasses	94550	33.52
63323	08/06/2024	MAIN HARDWARE & DISC	06/06/2024	WH-- Misc supplies	94408	114.88
63323	08/06/2024	MAIN HARDWARE & DISC				0.00
63324	08/06/2024	MAIN HARDWARE	06/03/2024	Warehouse-- paint supplies	94358	1,261.28
63325	08/06/2024	MARK J SOBECK ROOF C	06/11/2024	HS- Roof consulting services for leak	8534	1,535.40
63326	08/06/2024	MCCARTHY TIRE SERVIC	06/07/2024	Admin-- Oil Change/Labor	01-1330789	47.65
63326	08/06/2024	MCCARTHY TIRE SERVIC	04/24/2024	Admin-- Flat repair, materials & bead leak preventative	01-1322995	66.50
63327	08/06/2024	MECHANICAL SERVICE C	06/11/2024	SOL- repair of generator, replacement of parts and repair of louver motor and protection relay	25869A	1,904.49
63328	08/06/2024	OTIS ELEVATOR COMPAN	05/13/2024	HS- Otis Maintenance Service	1004015712	4,776.96
63329	08/06/2024	PENNONI ASSOCIATES I	06/26/2024	Dodson Air Quality Agreement	1229129	800.00
63330	08/06/2024	RJ WALKER CO	05/16/2024	RJ Walker--Plumbing fittings	S6206214.0	166.82
63330	08/06/2024	RJ WALKER CO	06/24/2024	HS- Sloan faucet	S6214248.0	1,574.71
63331	08/06/2024	SCHINDLER ELEVATOR C	02/01/2024	Dodson@Mackin-- Quarterly billing	8106455672	679.37
63332	08/06/2024	SHERWIN WILLIAMS CO.	03/22/2024	SHERWIN WILLIAMS FIELDS	4475-4	275.08
63332	08/06/2024	SHERWIN WILLIAMS CO.	05/31/2024	Kistler-- paint supplies	6127-9	193.22

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
63332	08/06/2024	SHERWIN WILLIAMS CO.	05/30/2024	Warehouse-- Paint	6095-8	2,230.20
63333	08/06/2024	STERLING GLASS, INC.	06/28/2024	Sterling Glass Heights	69983	550.00
63333	08/06/2024	STERLING GLASS, INC.	06/28/2024	Sterling Glass Kistler Rm 216	69982	1,100.00
63334	08/06/2024	SUNBELT RENTALS	06/13/2024	HS-- Strawblower	927802	127.43
63335	08/06/2024	SUPERIOR POOLS & SPA	06/05/2024	HS-- Sodium Hypo Bulk 12.5%	113898	1,543.74
63336	08/06/2024	UNITED HEATING & AIR	05/24/2024	Heights-- RTU # 2 Repair	15241	378.00
63336	08/06/2024	UNITED HEATING & AIR	06/20/2024	Flood-- Belt & filter change	15284	415.53
63336	08/06/2024	UNITED HEATING & AIR	06/11/2024	Flood-- Continue diagnostic on units that service gym	15267	432.00
63336	08/06/2024	UNITED HEATING & AIR	06/24/2024	WELA-- Annual Backflow testing	15285	134.19
63336	08/06/2024	UNITED HEATING & AIR	06/24/2024	Sol-- backflow test kits, filing fees & labor	15286	348.57
63336	08/06/2024	UNITED HEATING & AIR	06/14/2024	HS-- LGI room fan repair	15277	378.00
63336	08/06/2024	UNITED HEATING & AIR	06/12/2024	Flood-- AC repair in office area	15274	216.00
63337	08/06/2024	UNITED RENTALS	05/17/2024	Warehouse-- LG Dehumidifier	228245834-	692.00
63337	08/06/2024	UNITED RENTALS	05/16/2024	Warehouse-- Hand Held Drill & Diamond Core Bit 2"	233906540-	141.00
63337	08/06/2024	UNITED RENTALS	05/28/2024	Sol-- Generators	234269231-	394.00
63337	08/06/2024	UNITED RENTALS	05/24/2024	Warehouse-- Battery Repair	234298799-	488.39
63337	08/06/2024	UNITED RENTALS	05/23/2024	GAR-- Control Box Repair	234257182-	416.97
63337	08/06/2024	UNITED RENTALS	06/18/2024	Heights-- 2 safety harnesses	235232582-	546.20
63337	08/06/2024	UNITED RENTALS	06/08/2024	Heights-- Boom 60-64' Skyjack	234226911-	3,312.42
63337	08/06/2024	UNITED RENTALS	05/22/2024	Kistler-- JLG Boom 60-64' Articulating	234016476-	1,265.68
63337	08/06/2024	UNITED RENTALS	06/14/2024	Heights-- Dehumidifier LG	228245834-	692.00
63337	08/06/2024	UNITED RENTALS	06/27/2024	Heights-- Boom 60-64' Articulating	234226911-	1,173.00
63337	08/06/2024	UNITED RENTALS	06/25/2024	GAR-- Generator, cables fuel spill/containment berm & fees	234780265-	6,758.38
63338	08/06/2024	VAC-WAY LAWN & GARDE	06/06/2024	GAR-- Vacuum repair	14814	100.85
63338	08/06/2024	VAC-WAY LAWN & GARDE	06/06/2024	GAR-- Vacuum repair	14813	107.75
63338	08/06/2024	VAC-WAY LAWN & GARDE	06/06/2024	GAR-- Vacuum repair	14812	119.65
63339	08/06/2024	VALLEY POWER EQUIPME	05/31/2024	Warehouse-- TLBP Belt	162912	175.99
63339	08/06/2024	VALLEY POWER EQUIPME	06/24/2024	WH-- TLBP Belt	164137	175.99
63340	08/06/2024	VECTOR SECURITY	05/13/2024	Flood-- Replace Fire Panel	74052200	7,700.00
63341	08/06/2024	WALTER'S HARDWARE	06/15/2024	Sol-- Steel epoxy, FIP adapter & Red Brs Nipple	D223825	44.91
63341	08/06/2024	WALTER'S HARDWARE	06/17/2024	Sol-- Misc supplies	D223853	65.44
63341	08/06/2024	WALTER'S HARDWARE	06/05/2024	GAR-- Misc Supplies	D223361	84.53
63341	08/06/2024	WALTER'S HARDWARE	06/14/2024	Sol-- Misc Supplies	D223790	301.60
63342	08/06/2024	CINTAS FIRE PROTECTI	07/12/2024	Sol-- Inspections, sprinkler	0F50711493	869.60
63342	08/06/2024	CINTAS FIRE PROTECTI	07/12/2024	Dodson@Mackin-- Inspections, sprinkler	0F50711447	1,429.71
63343	08/06/2024	COOPER ELECTRIC	07/17/2024	WH-- misc electric supplies	S055783871	229.14
63344	08/06/2024	GREEN VALLEY LANDSCA	07/17/2024	Solomon--grass seed & fertilizer for field	70278	208.08
63345	08/06/2024	HOME DEPOT CREDIT SE	07/09/2024	HS-- Adhesive wall protector	4122000979	17.08
63346	08/06/2024	MAIN HARDWARE & DISC	07/01/2024	WELA-- 2 gal. Sprayer	94610	51.99
63346	08/06/2024	MAIN HARDWARE & DISC	07/01/2024	WH-- Spray foam & batteries	94614	17.98
63346	08/06/2024	MAIN HARDWARE & DISC	07/05/2024	WELA-- Light bulb	94630	17.98
63346	08/06/2024	MAIN HARDWARE & DISC	07/10/2024	HS-- Key & utility knife	94669	15.98
63346	08/06/2024	MAIN HARDWARE & DISC	07/12/2024	Flood-- batteries & outlet	94691	44.98
63346	08/06/2024	MAIN HARDWARE & DISC	07/17/2024	Sol-- screws, putty, sq. tip	94708	42.63

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
				& caulk		
63346	08/06/2024	MAIN HARDWARE & DISC	07/17/2024	HS-- Cable lock, rubber strap	94719	73.75
				& cable tie		
63346	08/06/2024	MAIN HARDWARE & DISC	07/08/2024	HS-- Rubber Hose, starter	94647	208.96
				fluid & PB blaster		
63347	08/06/2024	RJ WALKER CO	07/05/2024	Sol-- Field House misc	S6230828.0	276.29
				supplies		
63347	08/06/2024	RJ WALKER CO	07/05/2024	Solomon- Copper fittings got	S6230828.0	265.23
				field house sprinkler		
63348	08/06/2024	UNITED HEATING & AIR	07/09/2024	WELA-- piping repairs in	15308	4,466.46
				basement		
63348	08/06/2024	UNITED HEATING & AIR	07/02/2024	WELA-- supply & install	15305	3,835.07
				Nesbitt unit ventilator coil		
63349	08/06/2024	UNITED RENTALS	07/02/2024	WELA-- Scissor Lift 19'	234861162-	918.90
63350	08/06/2024	BSN SPORTS LLC	06/24/2024	ATHLETIC G SERIES	925956054	795.00
				PERFORMANCE PACKAGE		
63350	08/06/2024	BSN SPORTS LLC	04/05/2024	ATHLETICS SOFTBALL SCREEN AND	925372997	760.00
				PAD PROJECT		
63350	08/06/2024	BSN SPORTS LLC	04/11/2024	ATHLETICS SOFTBALL SCREEN AND	92543422	1,118.56
				PAD PROJECT		
63351	08/06/2024	BSN SPORTS LLC	06/26/2024	WBA HS ATHLETICS FOOTBALL	925976448	1,495.00
				SUPPLIES		
63352	08/06/2024	HUDL	07/02/2024	ATHLETICS RENEWAL AUG 1 2024	H00082383	14,500.00
				-- JULY 31 2025		
63353	08/06/2024	PA INTERSCHOLASTIC A	07/15/2024	Wilkes-Barre Area Senior High	INV0002768	675.00
				School / 2024-2025 School		
				Annual Membership Fee		
63353	08/06/2024	PA INTERSCHOLASTIC A	07/15/2024	Wilkes-Barre Area Junior High	INV0002822	250.00
				School / 2024-2025 School		
				Annual Membership Fee		
Totals for checks						1,974,883.22

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	GENERAL FUND	0.00	0.00	1,974,883.22	1,974,883.22
***	Fund Summary Totals ***	0.00	0.00	1,974,883.22	1,974,883.22

***** End of report *****

BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE

E. CONTRACTED SERVICES

1. That approval be given to enter into an Agreement for Participation in the School Nutrition Program between the Wilkes-Barre Area School District and the Personalized Academy of Learning-LIU18 for the 2024-2025 school year. **“Exhibit P”**
2. That approval be given to enter into an Agreement for Participation in the School Nutrition Program between the Wilkes-Barre Area School District and the Lighthouse Academy-LIU18 for the 2024-2025 school year. **“Exhibit Q”**
3. That approval be given to renew the Warehouse Lease Agreement between the Wilkes-Barre Area School District and George Sincavage beginning August 1, 2023 to July 30, 2024 at a monthly rate of \$2,585.00. **“Exhibit R”**
4. That approval be given to enter into the Intergovernmental Cooperation Agreement and Memorandum of Understanding between the North East Pennsylvania Land Bank Authority and the Wilkes-Barre Area School District to assist in obtaining blighted, abandoned, vacant, and tax-delinquent properties, maintaining them, and attempting to restore them to productive use. **“Exhibit S”**
5. That approval be given to enter into a commercial lease agreement with the Wilkes-Barre Area Career and Technical Center for the property formerly known as the Boyd Dodson Elementary School for a period of one year beginning August 1, 2024, for a cost of \$1 per year. **“Exhibit T”**
6. That the Pennsylvania Department of Agriculture Bureau of Food Assistance Local Foods for Schools Cooperative Agreement Program Funding Attestation Statement be approved for the 2024-25 school year. **“Exhibit U”**
7. That approval be given to Change Order #2 for Brewer Garret, GAR Project. in the amount of \$16,254. The Change Order consists of the following:

GAR Library Walls Revised

Furnish and Install:

64 LF of wall 13' high

6 LF of Bulkhead

3-5/8" 20 GA metal stud framing

5/8" gypsum Board

Level 4 finish applied to all exposed gypsum board

Frame, door, & hardware

Rev. Shawn Walker, Chairperson

School Nutrition Program (SNP) Agreement Between SNP Sponsors with Shared Students

The purpose of this agreement is to define who will assume the duties and responsibilities associated with eligibility in the SNP when two sponsors of the SNP share enrolled students.

For this agreement, the two SNP sponsors will be referred to as the home school and receiving school, as defined below. This agreement is only applicable when both the home school and receiving school are sponsors of the SNP.

The ‘Home School’ is defined as the public school which the student would attend based on registered address and may or may not attend on a part-time basis. The student is enrolled in the district but is being educated partially or fully outside of the home school.

The ‘Receiving School’ is defined as the school which the student is attending, either full or part-time. Examples of these schools include, but are not limited to, intermediate units, vocational schools, technical schools, and special education sites.

The Home School and Receiving School must decide which school will take on the responsibility of:

1. Completing the process of Direct Certification for all students in the Pennsylvania Student Eligibility System (PA-SES) in accordance with regulatory timeframes.
 2. Distributing the Household Applications for Free and Reduced-Price School Meals and Special Milk Program to the households of students attending the receiving school.
 3. Making eligibility determinations and communicating those determinations to households.
 4. Assigning an “Approving Official” to review and approve/deny Household Applications for Free and Reduced-Price School Meals and Special Milk Program and a “Determining Official” to establish and use a fair hearing procedure for appeals of the decision of the “Approving Official”.
 5. Completing the verification process and maintaining records to document the results of verification.
- Note that when the Receiving School is receiving eligibility determinations from the Home School, the Receiving School is responsible for obtaining and maintaining a copy of the source of the eligibility determination (redacted Direct Certification (DC) list, Household Application, verification, etc.). The Receiving School is responsible for reviewing the eligibility determination from the documentation received from the Home School and understands that it is responsible for returning any funds to PDE, DFN for any meals improperly claimed.

Schools Approved for Participation in the Community Eligibility Provision (CEP): When the sending school is enrolled in CEP, but the receiving school is not, the receiving school must take on the responsibility of applications. CEP status does not apply when the receiving school is not participating in CEP, so applications must be completed for students not eligible via DC. The sending school should be providing a list of DC eligible students to the receiving school in this scenario.

In contrast, if both schools are CEP, application processing is not applicable, and this agreement will only list who will be responsible for the direct certification process for the dually enrolled students.



Commonwealth of Pennsylvania
Department of Education
333 Market Street
Harrisburg, PA 17126-0333
www.education.pa.gov

School Nutrition Program (SNP) Agreement Between SNP Sponsors with Shared Students

Home School Sponsor Name:

Personalized Academy of Learning

Sponsor Agreement Number:

and

Receiving School Sponsor Name:

Wilkes-Barre Area School District

Sponsor Agreement Number:

118-40-885-2

Agreement Page

The **'Home School'** is defined as the public school which the student would attend based on registered address and may or may not attend on a part-time basis. The student is enrolled in the district but being educated outside of the home school.

The **'Receiving School'** is defined as the school which the student is attending, either full or part-time.

This agreement shall be in effect for one (1) year starting July 1, 2024 , and through June 30, 2025 .
This agreement may only be for a one-year period and cannot contain guaranteed renewal clauses.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representative on the date signed.

Lighthouse Academy/LIU 18

Wilkes-Barre Area School District

Home School

Receiving School

Signature of Authorized Representative for Home
School

Signature of Authorized Representative for
Receiving School

Anthony Greico

Brian Costello

Printed Name of Authorized Representative for
Home School

Printed Name of Authorized Representative for
Receiving School

Title Exec Director

Title Superintendent

Date Signed by Home School

Date Signed by Receiving School

<p>Below is the designation of which sponsor is agreeing to accept the responsibilities of SNP benefit eligibility for shared students.</p> <p>Check 'Home School' or 'Receiving School' in each row based upon the arrangement being chosen.</p>	<p>Home School</p>	<p>Receiving School</p>	<p>(NA) Both Schools are CEP</p>
<p><u>Check only one box.</u></p> <p>Distributes Household Applications for Free and Reduced-Price School Meals & Special Milk Program to the households of all students who are enrolled at the home school but attending classes at the receiving school.</p> <ul style="list-style-type: none"> Provides copies of Household Applications for Free and Reduced-Price School Meals and Special Milk Program "Approving Official" determines eligibility for free or reduced meals/milk and notifies families, respectively. "Determining Official" to establish and use a fair hearing procedure for appeals on the decision of the "Approving Official." 	<p><input type="radio"/></p>	<p><input type="radio"/></p>	<p><input checked="" type="radio"/></p>
<p><u>Check only one box.</u></p> <p>Complete the process of Direct Certification in the Pennsylvania Student Eligibility System (PA-SES) in accordance with regulatory timeframes, for all students who are enrolled at the home school but attending classes at the receiving school</p> <ul style="list-style-type: none"> Provides a Direct Certification list for students who are enrolled at the home school but attending classes at the receiving school. Ensures that the documentation received shows date and reason for Direct Certification and only lists names of students that attend the receiving school. All other student names must be redacted. 	<p><input type="radio"/></p>	<p><input checked="" type="radio"/></p>	<p><input type="radio"/></p>
<p><u>Check only one box.</u></p> <p>Completes the process of verification and for any student determined eligible via Household Application for Free and Reduced-Price School Meals & Special Milk Program.</p> <ul style="list-style-type: none"> Maintains the results of verification for three years plus the current school year. Includes the eligibility determinations for the dually enrolled students in the Verification Collection Report. 	<p><input type="radio"/></p>	<p><input type="radio"/></p>	<p><input checked="" type="radio"/></p>
<p>Accepts fiscal responsibility for the SNP and returns to PDE, DFN any amount not properly earned by the Sponsor as determined by a review or audit. The SFA claiming meals for the dually enrolled students must check this box.</p> <p><i>*When students are eating meals at both schools, check both boxes. (Example: Student eats breakfast at Home School and Lunch at Receiving School due to a half-day program.)</i></p>	<p><input type="checkbox"/></p>	<p><input checked="" type="checkbox"/></p>	<p><input type="checkbox"/></p>

Each party to this agreement must keep a copy of the agreement on file.

School Nutrition Program (SNP) Agreement Between SNP Sponsors with Shared Students

The purpose of this agreement is to define who will assume the duties and responsibilities associated with eligibility in the SNP when two sponsors of the SNP share enrolled students.

For this agreement, the two SNP sponsors will be referred to as the home school and receiving school, as defined below. This agreement is only applicable when both the home school and receiving school are sponsors of the SNP.

The 'Home School' is defined as the public school which the student would attend based on registered address and may or may not attend on a part-time basis. The student is enrolled in the district but is being educated partially or fully outside of the home school.

The 'Receiving School' is defined as the school which the student is attending, either full or part-time. Examples of these schools include, but are not limited to, intermediate units, vocational schools, technical schools, and special education sites.

The Home School and Receiving School must decide which school will take on the responsibility of:

1. Completing the process of Direct Certification for all students in the Pennsylvania Student Eligibility System (PA-SES) in accordance with regulatory timeframes.
 2. Distributing the Household Applications for Free and Reduced-Price School Meals and Special Milk Program to the households of students attending the receiving school.
 3. Making eligibility determinations and communicating those determinations to households.
 4. Assigning an "Approving Official" to review and approve/deny Household Applications for Free and Reduced-Price School Meals and Special Milk Program and a "Determining Official" to establish and use a fair hearing procedure for appeals of the decision of the "Approving Official".
 5. Completing the verification process and maintaining records to document the results of verification.
- Note that when the Receiving School is receiving eligibility determinations from the Home School, the Receiving School is responsible for obtaining and maintaining a copy of the source of the eligibility determination (redacted Direct Certification (DC) list, Household Application, verification, etc.). The Receiving School is responsible for reviewing the eligibility determination from the documentation received from the Home School and understands that it is responsible for returning any funds to PDE, DFN for any meals improperly claimed.

Schools Approved for Participation in the Community Eligibility Provision (CEP): When the sending school is enrolled in CEP, but the receiving school is not, the receiving school must take on the responsibility of applications. CEP status does not apply when the receiving school is not participating in CEP, so applications must be completed for students not eligible via DC. The sending school should be providing a list of DC eligible students to the receiving school in this scenario.

In contrast, if both schools are CEP, application processing is not applicable, and this agreement will only list who will be responsible for the direct certification process for the dually enrolled students.



Commonwealth of Pennsylvania
Department of Education
333 Market Street
Harrisburg, PA 17126-0333
www.education.pa.gov

School Nutrition Program (SNP) Agreement Between SNP Sponsors with Shared Students

Home School Sponsor Name:

Lighthouse Academy/LIU 18 - 5300236215

Sponsor Agreement Number:

and

Receiving School Sponsor Name:

Wilkes-Barre Area School District

Sponsor Agreement Number:

118-40-885-2

Agreement Page

The **‘Home School’** is defined as the public school which the student would attend based on registered address and may or may not attend on a part-time basis. The student is enrolled in the district but being educated outside of the home school.

The **‘Receiving School’** is defined as the school which the student is attending, either full or part-time.

This agreement shall be in effect for one (1) year starting July 1, 2024 , and through June 30, 2025 .
This agreement may only be for a one-year period and cannot contain guaranteed renewal clauses.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representative on the date signed.

Lighthouse Academy/LIU 18

Wilkes-Barre Area School District

Home School

Receiving School

Signature of Authorized Representative for Home
School

Signature of Authorized Representative for
Receiving School

Anthony Greico

Brian Costello

Printed Name of Authorized Representative for
Home School

Printed Name of Authorized Representative for
Receiving School

Title Exec Director

Title Superintendent

Date Signed by Home School

Date Signed by Receiving School

<p>Below is the designation of which sponsor is agreeing to accept the responsibilities of SNP benefit eligibility for shared students.</p> <p>Check 'Home School' or 'Receiving School' in each row based upon the arrangement being chosen.</p>	<p>Home School</p>	<p>Receiving School</p>	<p>(NA) Both Schools are CEP</p>
<p><u>Check only one box.</u></p> <p>Distributes Household Applications for Free and Reduced-Price School Meals & Special Milk Program to the households of all students who are enrolled at the home school but attending classes at the receiving school.</p> <ul style="list-style-type: none"> Provides copies of Household Applications for Free and Reduced-Price School Meals and Special Milk Program "Approving Official" determines eligibility for free or reduced meals/milk and notifies families, respectively. "Determining Official" to establish and use a fair hearing procedure for appeals on the decision of the "Approving Official." 	<p><input type="radio"/></p>	<p><input type="radio"/></p>	<p><input checked="" type="radio"/></p>
<p><u>Check only one box.</u></p> <p>Complete the process of Direct Certification in the Pennsylvania Student Eligibility System (PA-SES) in accordance with regulatory timeframes. for all students who are enrolled at the home school but attending classes at the receiving school</p> <ul style="list-style-type: none"> Provides a Direct Certification list for students who are enrolled at the home school but attending classes at the receiving school. Ensures that the documentation received shows date and reason for Direct Certification and only lists names of students that attend the receiving school. All other student names must be redacted. 	<p><input type="radio"/></p>	<p><input checked="" type="radio"/></p>	<p><input type="radio"/></p>
<p><u>Check only one box.</u></p> <p>Completes the process of verification and for any student determined eligible via Household Application for Free and Reduced-Price School Meals & Special Milk Program.</p> <ul style="list-style-type: none"> Maintains the results of verification for three years plus the current school year. Includes the eligibility determinations for the dually enrolled students in the Verification Collection Report. 	<p><input type="radio"/></p>	<p><input type="radio"/></p>	<p><input checked="" type="radio"/></p>
<p>Accepts fiscal responsibility for the SNP and returns to PDE, DFN any amount not properly earned by the Sponsor as determined by a review or audit. The SFA claiming meals for the dually enrolled students must check this box.</p> <p><i>*When students are eating meals at both schools, check both boxes. (Example: Student eats breakfast at Home School and Lunch at Receiving School due to a half-day program.)</i></p>	<p><input type="checkbox"/></p>	<p><input checked="" type="checkbox"/></p>	<p><input type="checkbox"/></p>

Each party to this agreement must keep a copy of the agreement on file.

Revised June 2023

Attn: Dr. Brian Costello
7/10/2024

Warehouse & Office 62 Maffett St., Plains ,Pa.

Warehouse Rear 62 Maffett St.

50' x 71' warehouse open span , 2- 10' x 10' overhead garage doors , 2 man doors , 12' x 14' work area with light and power receptacle. 20' x 46' loading and storage dock with area for salt storage. 12 paved parking spaces , 1/2 acre unpaved gravel parking area for additional parking for vehicles and equipment. All utilities included in lease price.

Office 62 maffett St.

17' x 17' and 14' x 14' heated office plus bathroom. 1,000 sq. ft. heated indoor storage. All utilities included in lease price.

Lease Price \$ 2535 + 2% increase = \$ 2585 per month
\$ 31,020 per yr.

Lease Period: August 1 , 2024 to July 30 , 2025

**INTERGOVERNMENTAL COOPERATION AGREEMENT AND MEMORANDUM OF
UNDERSTANDING BETWEEN THE NORTH EAST PENNSYLVANIA LAND BANK
AUTHORITY
AND
THE WILKES-BARRE AREA SCHOOL DISTRICT**

This Intergovernmental Cooperation Agreement and Memorandum of Understanding ("Agreement") is entered into between the **NORTH EAST PENNSYLVANIA LAND BANK AUTHORITY**, with principal offices located at 35 Broad Street, Pittston, Pennsylvania 18640 (hereinafter "Land Bank"), and the **WILKES-BARRE AREA SCHOOL DISTRICT**, a school district in the Commonwealth of Pennsylvania, with principal offices located at 730 South Main Street, Wilkes-Barre, Pennsylvania, 18711 (hereinafter "Wilkes-Barre Area School District").

WHEREAS, Plains Township has joined the Land Bank in 2023 and is in the School District's jurisdiction; and

WHEREAS, the Land Bank and the School District all have joined to create stronger communities and in dealing with vacant, abandoned and tax delinquent properties in their joint jurisdiction; and

WHEREAS, the School District wished to obtain the assistance of the Land Bank in obtaining blighted, abandoned, vacant and tax delinquent properties, maintaining them and attempting to restore them to productive use; and

WHEREAS, the School District wishes to encourage the Land Bank to acquire vacant, abandoned, blighted and tax delinquent properties in School District.

NOW, THEREFORE, the parties, in their mutual desire to work together in dealing with vacant, abandoned, blighted and tax delinquent properties, and based upon the mutual agreements herein contained, for good and valuable consideration, agree as follows:

1. Preamble. The preamble hereto is incorporated herein.
2. Land Bank Obligation. The Land Bank shall pursue the acquisition of blighted, vacant, abandoned, or tax delinquent real property in the jurisdiction of the Land Bank. The Land Bank, with regard to property which is acquired shall take affirmative steps to return the same to productive use consistent with the desires of the municipality in which it lies.

3. Obligation of the School District. The School District shall forgive, exonerate and release property acquired by the Land Bank from any real estate tax liens. The School District understands that during the time that the property is in the ownership of the Land Bank the same shall not be taxable. The School District understands that the Land Bank will attempt to return the property to productive use which may include a non-taxable use, such as transfer to the County, municipality in which it lies, School District or for charitable purpose. If the Land Bank is able to and does return the property to a taxable use, the School District agrees that, for a period of five years after the said property is transferred from the Land Bank, one half of taxes collected shall accrue to the benefit of the Land Bank. The Land Bank shall bill the School District for their share annually, typically in the Spring when taxes have generally been paid. Maintenance of the property during the time it is owned by the Land Bank shall be the responsibility of the municipality in which it lies, the same having already been agreed to by each municipality. No representation can be or is made as to the time duration which it will take the Land Bank to return property which it acquires to a productive use.

4. Termination. Any party hereto may terminate this agreement and withdraw from participation in future acquisitions on sixty (60) days written notice to the Land Bank. In the event of withdrawal, all obligations with regard to property already obtained or in process of being obtained pursuant to this Agreement shall continue until the Land Bank conveys the same and, the sharing of real estate tax revenues as described in paragraph three above shall continue for any property until the end of the five year period. Unless terminated by mutual agreement, or as stated in this paragraph, this Agreement shall remain in effect.

5. Independent Contractors. Notwithstanding anything contained herein, each of the parties hereto are and shall remain independent contractors and this Agreement shall not create any employment, agency, partnership or co-venture relationship and, except as specifically set forth herein, no party may incur debt or financial obligation in the name of the other.

6. Compliance with Laws, Ordinances, Rules, and Regulations. All activities performed by any party hereunder shall be performed in accordance with all applicable statutes and ordinances, including those of the Commonwealth of Pennsylvania and Luzerne County.

7. Entire Agreement and Agreement Interpretation. This Agreement and the attachments hereto constitute the full and complete understanding and agreement between the parties. No provision of this Agreement shall be conveyed to create any rights in any third

party not a party to this Agreement. This Agreement may only be altered in writing signed by the parties hereto. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. The resolution of any conflicts or disputes arising hereunder shall be under the jurisdiction and venue of the Luzerne County Court of Common Pleas.

ATTEST:

NORTH EAST PENNSYLVANIA
LAND BANK

ATTEST:

WILKES-BARRE AREA SCHOOL DISTRICT

COMMERCIAL LEASE

THIS AGREEMENT, made this, _____ day of July, two thousand twenty-four (2024), between the Wilkes Barre Area School District, its heirs and assigns, hereinafter called Lessor, and the Wilkes Barre Area Career and Technical Center, hereinafter called Lessee.

WITNESSETH: That Lessor lets unto Lessee the real estate and buildings located at 80 Jones St. Wilkes Barre Pennsylvania, formerly known as the Boyd Dodson Elementary School; (hereafter the "Demised Premises"), for the term of one (1) year to begin on the first day of August 1, 2024 (the "Commencement Date") at the rent of One (\$1.00) Dollar per year, payable annually, without any previous demand, payable as follows:

Rent shall be payable in advance on the first day of each year at the office of the Lessor, during business hours, or at such other place as Lessor may in writing from time to time direct.

The above letting is subject to the following covenants" terms and conditions:

1. Use. Lessee, the Lessee agrees that it will use and occupy the Demised Premises for the provision of educational services and any other reasonable business and for no other purpose without the written consent of Lessor.

2. Rent.

A. Rent. Rent for the Demised Premises shall be as follows: AS ABOVE. All Rent shall be paid in annual installments due and payable on the first day of each year during the term.

B. Rent Payments. All Rent and other sums due to Lessor shall be paid by Lessee to Lessor without demand, deduction, set-off or counterclaim, at the office of Lessor, or to such other party or at such other address as Lessor may designate, from time to time, by written notice to Lessee.

3. Term.

A. The term of this Lease shall be for one (1) year and shall commence on August 1, 2024 (the "Commencement Date") and shall end July 31, 2025. The Lessee shall have an option to extend the term of the Lease for one (1) additional year at the same terms and conditions contained herein, provided that written notice of intent to extend the Lease is provided by Lessee to Lessor no later than January 31, 2025.

4. Fire and Other Casualty.

Lessee shall carry at its sole expense all necessary fire and property insurance in an amount necessary to meet the replacement costs of the Demised Premises. If, during the term of this Lease, the building is injured by fire or other casualty, then, Lessee shall take all steps reasonably necessary to repair or replace the Demised Premises in the condition it was in prior to the fire or casualty.

5. Utilities, Maintenance and Repairs.

Lessee will be solely responsible for all utilities, including electric, gas, water, sewer, garbage fees, snow removal and alarm fees. Lessee will be solely responsible for all repairs and/or maintenance of the Demised Premises and surrounding grounds. Lessee will be responsible for all real estate taxes, if any, on the Demised Premises.

6. Liability.

A. Damage in General. Lessee agrees that Lessor and its respective officers, employees and agents, shall not be liable to Lessee and Lessee hereby releases these parties from any liability, for any personal injury, loss of income or damage to or loss of persons or property in or about the Demised Premises from any cause whatsoever unless such damage, loss or injury results solely from the negligence of Lessor.

B. Indemnity. Lessee shall defend, indemnify, save and hold harmless ("Indemnify") Lessor and its agents, employees, officers and directors from and against liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses, including reasonable attorneys' fees, court costs, administrative costs, and costs of appeals which may be imposed upon or incurred by or asserted by reason of any one or more of the following which shall occur during the term of this Lease, or during any period of time prior to the Commencement Date when Lessee may have been given access to or possession of all or any portion of the Demised Premises: (1) any work or act done in, on or about the Demised Premises or the Building or any part of it at the direction of or caused by Lessee, its agents, contractors, subcontractors, servants, employees, licensees or invitee, unless such work or act is done or performed by Lessor or its agents or employees; or (2) any negligence or other wrongful act or omission on the part of Lessee or any of its agents, contractors, subcontractors, servants, employees, sublessees, licensees or invitees; or (3) any accident, injury or damage to any persons or property occurring in, on or about the Demised Premises or any part of it, unless solely caused by the negligence of Lessor, its employees or agents; or (4) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with. The obligation of Lessee to Indemnify Lessor contained in this Section shall not be limited by any limitation on the amount or type of damages, compensation or benefits

payable by or for Lessee, its agents or contractors under workers, or workman's compensation acts, disability benefit acts or other employee benefits acts.

7. Improvements

Lessee shall not make any material improvements and or changes to the Demised Premises without the prior written consent of the Lessor. Any such improvements made shall be deemed part of the real estate and shall not be removed from the Demised Premises unless Lessee is directed to do so by the Lessor.

8. Notice.

Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by register or certified mail, postage prepaid, or sent by telegram, addressed as follows: If to the Lessor: Wilkes Barre Area School District, 730 S. Main Street, Wilkes Barre, PA, 18711-0375. If to the Lessee: Wilkes Barre Area Career and Technical Center, 350 Jumper Rd. Wilkes Barre PA, 18702.

9. Insurance.

A. Insurance Coverage. Lessee, at its expense, shall maintain during the term comprehensive general liability insurance, and property damage insurance under policies issued by insurers of recognized responsibility having a combined single limit for any one occurrence of not less than Three Million (\$3,000,000.00) Dollars for personal injury, bodily injury, death, disease and damage or injury to or destruction of property (including its loss of use) occurring upon, in, or about the Demised Premises and contractual liability assumed under this Lease. Lessee shall also maintain such other insurance in form and amount as Lessor may reasonably require. Lessee shall name Lessor as an additional named insured under any such policies and provide Lessor with written proof of such insurance.

10. Modification of Terms.

The terms and conditions of this Lease shall not be modified or changed in any way except by subsequent written agreement between Lessor and Lessee.

11. Default and Remedies.

A. Events of Default. Each of the following events shall constitute an Event of Default under this Lease: (1) If Lessee shall fail to pay Minimum Rent or any other sum payable to Lessor when due and such failure shall continue uncured for more than thirty days; or (2) If Lessee shall fail to perform or observe any of the other covenants, terms or conditions contained in this Lease within twenty days after written notice by Lessor; or

(3) If a receiver or trustee is appointed to take possession of all or a substantial portion of the assets of Lessee; or (4) If Lessee makes an assignment for the benefit of creditors; or (5) If any bankruptcy, reorganization, moratorium, insolvency, creditor adjustment or debt rehabilitation proceedings or the like are instituted by or against Lessee under any state or federal law; or (6) If levy, execution, or attachment proceedings or other process of law are commenced upon, on or against Lessee or a substantial portion of Lessee's assets; or (7) If a liquidator, receiver, custodian, sequester, conservator, trustee, or other similar judicial officer is applied for by Lessee or appointed for Lessee; or (8) If Lessee becomes insolvent in the bankruptcy or equity sense; or (9) If the Demised Premises are vacated, abandoned or deserted during the term of this Lease, or Lessee removes or manifests an intention to remove its goods and property from the Demised Premises other than in the ordinary course of business. (10) Provided that no Event of Default shall occur until Lessee is given written notice and thirty days to cure an Event of Default.

B. Remedies of Lessor. Upon the occurrence of an Event of Default, Lessor may, at any time, thereafter and in addition to all other available legal or equitable rights and remedies, elect, any one or more of the following remedies: terminate this Lease on at least thirty (30) days notice to Lessee, whereupon on the date specified in this notice, this Lease and its term and all rights of Lessee under it shall expire and terminate and Lessee shall thereupon quit and surrender possession of the Demised Premises to Lessor in as good order and condition as at the inception of the term of this Lease (or in such condition as the same hereafter may be improved by Lessee), reasonable wear and tear; (2) whether or not Lessor has elected to terminate this Lease, to enter upon and repossess the Demised Premises by summary proceedings, ejectment or otherwise, and dispossess Lessee and remove Lessee and all other persons and property from the Demised Premises and have, hold and enjoy the Demised Premises and the rents and profits from it. Lessor may, in its own name as agent for Lessee if this lease has not been terminated or on its own behalf if this Lease has been terminated, relet the Demised Premises or any part of it for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions and provisions (which may include concessions or free rent) as Lessor in its sole discretion may determine Lessor may, in connection with any such reletting, cause the Demised Premises to be redecorated, altered, divided, consolidated with other space or otherwise changed or prepared for reletting. No reletting shall be deemed a surrender and acceptance of the Demised Premises.

C. Cumulative Rights. All rights and remedies of Lessor enumerated in this Section shall be cumulative and none shall exclude any other right or remedy allowed by law. In addition to the other remedies provided in this lease, the Lessor shall be entitled to seek an injunction restraining a violation or attempted violation of any of the covenants, agreements or conditions of this Lease.

D. Surrender of Possession. Upon termination of this Lease, Lessee shall surrender possession and vacate the Demised Premises immediately and deliver possession to Lessor, and Lessee hereby grants to Lessor full and free license to enter into and upon the

Demised Premises in such event with or without process of law and to repossess the Demised Premises and to expel or remove Lessee and any others who may be occupying or within the Demised Premises and to remove any and all property from it, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer and without relinquishing Lessor's right to Rent or any other right given to Lessor or by operation of law.

E. Removal of Property. Any and all property which may be removed from the Demised Premises by Lessor pursuant to the authority of this Lease or of law, to which Lessee is or may be entitled, may be handled, removed or stored by Lessor at the risk, cost and expense of Lessee, and Lessor shall in no event be responsible for its value, preservation or safekeeping. Lessee shall pay to Lessor, upon demand, any and all expenses incurred in connection with such removal and all storage charges applicable to such property so long as the same shall be in Lessor's possession or under Lessor's control. Any such property of Lessee not removed from the Demised Premises or retaken from storage by Lessee within fifteen days after the end of the earlier of either the term of this Lease or of Lessee's right to possession of the Demised Premises, however, terminated shall be conclusively deemed to have been forever abandoned by Lessee and may be retained by Lessor as its property or may be disposed of in such manner as Lessor may see fit.

F. No Duty to Relet. Lessor shall in no event be responsible or liable for any failure to relet the Demised Premises or any part of it, or for any failure to collect any rent due upon any reletting, although Lessor shall use its best efforts to re-let the Demised Premises.

G. Bankruptcy. Nothing contained in this Lease shall limit or prejudice the right of Lessor to prove for and obtain as damages incident to a termination of this Lease in any bankruptcy, reorganization or other court proceedings, the maximum amount allowed by any statute or rule of law in effect when such damages are to be proved. The determination by Lessee to request relief under any insolvency proceeding, including any state or federal insolvency, bankruptcy, creditor adjustment or debtor rehabilitation laws, terminates the estate created in Lessee and the Demised Premises shall not become an asset in any such proceedings. In the event of such a determination by Lessee, Lessor shall have, without need of further notice, the rights enumerated in this Section.

H. Lessor's Right to Cure. Lessee agrees that if it shall at any time fail to make any payment or perform any other act on its part to be made or performed under this Lease, Lessor may, but shall not be obligated to, after notice or demand to Lessee and without waiving or releasing Lessee from any of its obligations under this Lease, make such payment or perform such other act to the extent Lessor may deem desirable and in connection, to pay expenses and employ legal counsel. Lessee agrees to pay Lessor's attorneys' fees if legal action is required in Lessor's judgment to enforce performance by Lessee of any condition, obligation or requirement of this Lease. All sums paid by Lessor pursuant to this Subsection and all expenses in connection with it, together with interest at the Loan Interest Rate calculated from the date of payment by Lessor, shall be deemed to be additional rent and shall be payable upon demand by Lessor and Lessor shall have

the same rights and remedies for its nonpayment as in the case of default in the payment of Minimum Rent.

I. Waiver of Trial by Jury. It is mutually agreed by and between Lessor and Lessee that the respective parties shall and do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other as to any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Demised Premises or any statutory remedy.

12. Board Resolutions.

Resolutions approving and authorizing this Lease by the respective Boards of Lessor and Lessee are attached hereto as Exhibits "A" and "B" respectively.

13. Governing Law.

This Lease, its validity, interpretation, construction, effect and all other rights and obligations of the parties shall be construed and governed by the laws of the Commonwealth of Pennsylvania.

14. No Assignment.

Lessee may not assign this Lease or sublet the Premises to any third parties without the prior written approval of the Lessor through a majority vote of its Board of School Directors.

15. Binding on Heirs and Successors.

This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and permitted assigns of the parties.

16. Entire Agreement.

Lessor and Lessee agree that this Lease contains all agreements, promises and understandings between the parties and that there are no other verbal or oral agreements, promises or understandings of any kind or nature between the parties.

IN WITNESS WHEREOF t the parties have set their hands and seals the day and year aforesaid.

ATTEST:

Wilkes Barre Area School District

BY:

Board President

ATTEST:

Wilkes Barre Area CTC

BY:

Board President

Signed, Sealed and delivered in the presence of:

_____(SEAL)

_____(SEAL)



**Local Foods for Schools Cooperative Agreement Program
Funding Attestation Statement
2024/25 School Year**

**The School Food Authority (SFA), or Sponsor, as named below, attests to the following:
(Check all of the statements below)**

- ☒ The SFA understands that awarded LFS funds may ONLY be used exclusively to purchase domestically produced, unprocessed, or minimally processed food products. Examples of allowable food products include fruits and vegetables (including 100% juices); grain products such as pastas and rice; meats (whole, pieces, or food items such as ground meats); meat alternates such as beans or legumes, and fluid milk and other dairy foods such as cheese and yogurt. Foods in a wide variety of minimal processing states (e.g., whole, cut, pureed, etc.) and/or forms (e.g., fresh, frozen, canned, dried, etc.) are also allowable. Foods that are generally understood to be significantly processed or prepared are unallowable. Examples of unallowable products would include baked goods such as breads, muffins, or crackers; prepackaged sandwiches or meals; other prepared and/or pre-cooked items that come ready-to-eat or that require no further preparation beyond heating (eg. chicken nuggets, fish sticks, pre-made pizzas, etc).
- ☒ The SFA understands that all food products purchased using awarded LFS funds must be locally or regionally produced food. Locally and regionally produced food means food that is raised, produced, aggregated, stored, processed, and distributed in the locality or region where the final product is marketed to consumers, so that the total distance that the product travels between the farm or ranch where the product originates and the point of sale to the end consumer is at most 400 miles, or both the final market and the origin of the product are within the same state or territory.
- ☒ To the extent allowable under Federal Procurement regulations for NSLP or the SBP, the SFA is encouraged to purchase food products grown, raised, and/or produced within the Commonwealth of Pennsylvania and prioritize purchasing from socially disadvantaged farmers/producers and very small farmers.
- ☒ The SFA will not use LFS funds for any non-eligible foods, labor, indirect costs, or other administrative expenses.
- ☐ The SFA will comply with all existing School Nutrition Program requirements regarding recordkeeping and use of funds. SFAs are required to maintain documentation supporting food purchases that are allowable for LFS purposes (i.e. unprocessed or minimally processed domestic food products), consistent with the regular program recordkeeping requirements.
- ☒ The SFA will provide copies of food purchase records to the Pennsylvania Department of Agriculture, Bureau of Food Assistance as requested to substantiate purchases using LFS funds and will complete a no less than quarterly report detailing the following information: name of farmer or small business, location of farmer or small business, dollar value awarded to farmer or small business receiving contracts, type(s) of food(s) purchased (fruit, vegetable, dairy, seafood, meat, other), indication of whether the farmer or small business is socially disadvantaged, and if the SFA is purchasing from the farmer or small business for the first time.



OPTIONAL: For SFAs opting in, complete the following two statements if this applies:

- ☐ The funding ranges are estimates based on a .25 cent/school lunch served in the 2022-2023 school year and exact awards will be determined and distributed equitably based on the number of eligible schools opting-in to the funding and the amount of available funds. SFAs can propose an ideal award amount within the dollar range listed above with the understanding that PDA will make the final decision. If you would like to propose an ideal award amount, list it here: _____.
- ☐ The SFA will opt to receive a lesser amount of funding than is indicated in the estimated award range. PDA should follow-up to discuss.

Check only if this applies and the SFA is declining the LFS funding:

- ☐ The SFA is declining the LFS funding.

SPONSOR ACKNOWLEDGMENT

Sponsor Name: Wilkes-Barre Area School District

AUN: 118-40-885-2 PDA Agreement #: 2-03-40-885

Dr. Brian Costello

Chief Administrator Name

Superintendent

Title

Chief Administrator Digital Signature

Month/Day/Year

August 5, 2024

ATHLETIC COMMITTEE

Mark Atherton, Chairperson

TO: The President and Members of the Wilkes-Barre Area School Board.

The Athletic Committee respectfully makes the following report and recommendation:

1. That the Wolfpack Sport Facilities General Safety Security Protocols be approved.

Mark Atherton, Chairperson

BUILDING MAINTENANCE COMMITTEE

Warren Faust, Chairperson

TO: The President and Members of the Wilkes-Barre Area School Board.

The Building Maintenance Committee respectfully makes the following report and recommendation:

1. That approval be given to accept the proposal from United Heating and Air Conditioning, Inc. to replace the 3" backflow assembly at Daniel J. Flood Elementary School at a cost of \$6,329.00. **"Exhibit V"**
2. That approval be given to accept the proposal from United Heating and Air Conditioning, Inc. to replace the 4" backflow assembly at GAR Memorial High School at a cost of \$ 7,472.00. **"Exhibit W"**
3. That approval be given to ratify the purchase of food service equipment from Rice's Food Equipment and Consulting, Inc., including Hot Food Serving Counter/Tables and Serving Counters at a total cost of \$ 30,429.50. Prices are based on COSTARS contract (COSTAR 036-E22-040). **"Exhibit X"**
4. That approval be given to accept the proposal from Cintas Fire Protection to repair the Fire Sprinkler System at Wilkes-Barre Area High School at a cost of \$4,236.53. **"Exhibit Y"**
5. That approval be given to accept the proposal from Cintas Fire Protection to repair the Fire Sprinkler System at the Solomon Complex at a cost of \$5,631.55. **"Exhibit Z"**
6. That approval be given to accept the proposal from Cintas Fire Protection to repair the Fire Sprinkler System at the GAR Memorial Middle School school at a cost of \$3,944.35. **"Exhibit AA"**
7. That approval be given to the Service Agreement with Beach Lake Sprinkler Fire Protection Services to replace an outlet in a restroom at Dodson Elementary School @ Mackin at a cost of \$ 1,995.00. **"Exhibit BB"**
8. That approval be given to accept the quote from Sterling Glass Inc. to remove and replace broken exterior glass in the Kistler music room and remove and replace two exterior single aluminum doors and replace them with new ones at a total cost of \$ 6,650.00. **"Exhibit CC"**
9. That approval be given to accept the proposal from Jack Devine Gym Floor Restoration to Clean and recoat the Wilkes-Barre High School Gym Floors at a total cost of \$7,450.00.
10. That approval be given to accept the proposal from Jack Devine Gym Floor Restoration to Clean/Recoat the Dodson Elementary School @ Mackin Gym Floors at a total cost of \$1,850.00.

BUILDING MAINTENANCE COMMITTEE

Warren Faust, Chairperson

11. That approval be given to accept the proposal from Jack Devine Gym Floor Restoration to Clean/Recoat the Solomon Complex Gym Floors at a total cost of \$2,650.00.

Warren Faust, Chairperson

COMMERCIAL

INDUSTRIAL



Phone: 570-655-7882

Fax: 570-655-7884

180 IMPORT RD., PITTSTON TWP, PA 18640

info@unitedheatingpa.com

June 28, 2024

Mr. Mike Krzywicki
Wilkes-Barre Area School District
Wilkes-Barre Warehouse Building
Rear 62 Maffet Street
Plains, PA 18705

Re: Replace the 3" backflow assembly at Daniel J. Flood Elementary School
Document# WBASDP624-2AH

Thank you for the opportunity to quote on the replacement of the 3" RPZ backflow assembly that services the domestic cold-water service at Daniel J. Flood Elementary School.

During a previous visit, we had performed the annual test on the backflow assembly located in the maintenance room of the school. We tested the 3" reduced pressure zone assembly, also known as an RPZ. The assembly failed the test and with the age and type of coating on the backflow, we recommend replacing the whole assembly. We will replace the old assembly with a new 3" Wilkins RPZ, which is a stainless steel assembly. The new 3" RPZ will come with two new 3" epoxy coated OS&Y gate valves, a new stainless-steel dual check valve body, a new relief valve device and air gap. The old epoxy check body model RPZ has been phased out and is being replaced by the stainless-steel version to eliminate the issues with the epoxy deterioration. We will also provide a stainless steel spool piece for the assembly as well, due to the fact that the new assemblies are shorter in length. We will shut the water main off and disconnect both ends of the assembly. We will remove the old backflow and the install the new one in its place with new gaskets and stainless steel hardware. Finally, we will re-energize the line with water and re-test the assembly.

The cost for project will be **Six Thousand Three Hundred Twenty-Nine Dollars (\$6,329.00).**

Exclusions: Premium hours, insulation and any work or materials other than what is listed above.

NOTE: This project will be done under Costars to eliminate the need for the bidding process. Our Costars contract # is 008-621.

Payment Terms: Net 30 Days

Please call if you need any further information or assistance on this project.

Sincerely,

Adam Horn
United Heating & A/C, Inc.

Acceptance

Authorized Signature / Date

COMMERCIAL

INDUSTRIAL



Phone: 570-655-7882

Fax: 570-655-7884

180 IMPORT RD., PITTSTON TWP, PA 18640

info@unitedheatingpa.com

June 28, 2024

Mr. Mike Krzywicki
Wilkes-Barre Area School District
Wilkes-Barre Warehouse Building
Rear 62 Maffet Street
Plains, PA 18705

Re: Replace the 4" backflow assembly at G.A.R. Memorial Middle School
Document# WBASDP624AH

Thank you for the opportunity to quote on the replacement of the 4" RPZ backflow assembly that services the domestic cold-water service at G.A.R. Middle School.

During a previous visit, we had performed the annual test on the backflow assembly located in the boiler room of the school. We tested the 4" reduced pressure zone assembly, also known as an RPZ. The assembly failed the test and with the age and type of coating on the backflow, we recommend replacing the whole assembly. We will replace the old assembly with a new 4" Wilkins RPZ, which is a stainless steel assembly. The new 4" RPZ will come with two new 4" epoxy coated OS&Y gate valves, a new stainless-steel dual check valve body, a new relief valve device and air gap. The old epoxy check body model RPZ has been phased out and is being replaced by the stainless-steel version to eliminate the issues with the epoxy deterioration. We will also provide a stainless steel spool piece for the assembly as well, due to the fact that the new assemblies are shorter in length. We will shut the water main off and disconnect both ends of the assembly. We will remove the old backflow and the install the new one in its place with new gaskets and stainless steel hardware. Finally, we will re-energize the line with water and re-test the assembly.

The cost for project will be **Seven Thousand Four Hundred Seventy-Two Dollars (\$7,472.00)**.

Exclusions: Premium hours, insulation and any work or materials other than what is listed above.

NOTE: This project will be done under Costars to eliminate the need for the bidding process. Our Costars contract # is 008-621.

Payment Terms: Net 30 Days

Please call if you need any further information or assistance on this project.

Sincerely,

Adam Horn
United Heating & A/C, Inc.

Acceptance

Authorized Signature / Date

RICE'S FOOD EQUIPMENT AND CONSULTING, INC.

9 INDUSTRIAL DRIVE • FERNBROOK PARK • DALLAS, PA 18612

PH: 570-675-7423 • FAX: 570-674-5922

www.ricesfoodequipment.com

06/18/2024

32632

Quote

To: Wilkes-Barre Area School
Ann Etter
730 S Main Street
Wilkes-Barre, PA 18711
(570)826-7111
570-826-7111 1112 (Contact)
aetter@wbasd.k12.pa.us

From: Rice's Food Equip. & Consulting
Tina Smith
9 Industrial Dr.
Fernbrook Park
Dallas, PA 18612-9085
570-675-7423
(570)675-7423 (Contact)
tsmith@ricesfoodequipment.com

Project: Heights Elementary Hot Food Table
Bid Due 6/25/24

Pricing subject to change based on manufacturer's increase.

Prices are quoted based on check or ACH as form of payment. Credit card payments will incur a 3% convenience charge on the total order.

Leasing Options Available

LABOR QUOTED IS AT NON-UNION, NON-PREVAILING WAGE UNLESS SPECIFIED

RICE'S CO-STARS CONTRACT #036-E22-040

Item	Qty	Description	Sell	Sell Total
1	2 ea	HOT FOOD SERVING COUNTER / TABLE Duke Manufacturing TEHF-46PG Thurmaduke™ Hot Food Unit, mobile, electric, 46"W x 32"D x 36"H, 16ga stainless steel top, (3) stainless steel heat wells, drains, copper manifolds, (1) valve, thermostats, dish shelf, 20ga paint grip steel body & undershelf, 5" swivel casters & brakes, 6 ft cord with plug, cULus, UL EPH Classified (NOTE: Electric values & plug configurations change for 3 phase or when adding electric options - Contact Factory for more info)	\$6,110.92	\$12,221.84
	2 ea	TEHF46-120-470 120v/60/1-ph, 1410 watts, 11.8 amps (special low watt option) NEMA 5-15P		
	2 ea	217120 Sky Blue powder coat paint finish		
	2 ea	SOLID-HD-3CU Tray Slide, customer's side, 46" W x 12-1/4" D, solid stainless steel, on hinged brackets, with (2) 1/8" die-formed rubbing tracks, & mounted 34" high (specify any special height) - TRAYSLIDE TO BE AT 30"	\$558.34	\$1,116.68
	2 ea	MOD-HT-34 34" Height Body		



Rice's Food Equip. & Consulting

06/18/2024

Item	Qty	Description	Sell	Sell Total
	2 ea	956-460-3 Deluxe Serving Overshelf, table mount, 44-7/32"W x 10-1/2"D x 20"H, with 1/4" thick glass, 18 gauge stainless steel with all edges flanged down 2", supported on formed 3/4" square stainless steel tubular brackets, 1/4" acrylic end guards, NSF, UL EPH Classified, cULus	\$728.53	\$1,457.06
			Extended Total:	\$14,795.58
2	2 ea	SERVING COUNTER, UTILITY Duke Manufacturing TST-74PG Thurmaduke™ Solid Top Unit, mobile utility counter, 74"W x 32"D x 36"H, 16ga stainless steel top, 20ga paint grip steel body & undershelves, 5" dia. gray poly swivel casters & brakes, NSF	\$4,300.08	\$8,600.16
	2 ea	217120 Sky Blue powder coat paint finish		
	2 ea	SOLID-HD-5CU Tray Slide, customer's side, 74" W x 12-1/4" D, solid stainless steel, on hinged brackets, with (2) 1/8" die-formed rubbing tracks, & mounted 34" high (specify any special height) - TRAYSLIDE TO BE AT 30"	\$908.77	\$1,817.54
	2 ea	MOD-HT Special Height Body, per unit		
	2 ea	MOD-HT-34 34" Height Body		
	2 ea	TS550-74 Thurmaduke™ Designer Sneeze Guard, 73-3/4"W x 16-1/2"D x 18"H, self-service style, glass top, painted end panels & 1/4" acrylic end guards, cULus, UL EPH Classified	\$2,608.11	\$5,216.22
	2 ea	SCPC Standard Color Powder Coat Paint		
	2 ea	217120 Sky Blue powder coat paint finish		
	2 ea	SCPC Standard Color Powder Coat Paint		
	2 ea	PH_PAINT Powder Coat color to be determined		
			Extended Total:	\$15,633.92
3	1 ea	FREIGHT Duke Manufacturing Inbound freight from manufacturer included		
		DELIVERY: Above price includes purchase, inbound freight from manufacturer to our warehouse, inspect for damage, uncrate, assemble, deliver, set in place, remove and dispose old units.		
			Total	\$30,429.50

Acceptance: _____ Date: _____
Printed Name: _____

Gary R. Rice 6/18/24

2 ea. HOT FOOD SERVING COUNTER/TABLE

Hot Food Unit, mobile, electric, 46"W x 32"D x 36"H, 16ga stainless steel top, (3) stainless steel heat wells, drains, copper manifolds, (1) valve, thermostats, dish shelf, 20ga paint grip steel body & undershelf, 5" swivel casters & brakes, 6 ft cord with plug, cULus, UL EPH Classified

120v/60/1-ph, 1410 watts, 11.8 amps (special low watt option) NEMA 5-15P

Sky Blue powder coat paint finish

Tray Slide, customer's side, 46" W x 12-1/4" D, solid stainless steel, on hinged brackets, with (2) 1/8" die-formed rubbing tracks, & mounted 34" high (specify any special height) - TRAYSLIDE TO BE AT 30"

34" Height Body

Deluxe Serving Overshelf, table mount, 44-7/32"W x 10-1/2"D x 20"H, with 1/4" thick glass, 18 gauge stainless steel with all edges flanged down 2", supported on formed 3/4" square stainless steel tubular brackets, 1/4" acrylic end guards, NSF, UL EPH Classified, cULus

2 ea SERVING COUNTER, UTILITY

Solid Top Unit, mobile utility counter, 74"W x 32"D x 36"H, 16ga stainless steel top, 20ga paint grip steel body & undershelves, 5" dia. gray poly swivel casters & brakes, NSF

Sky Blue powder coat paint finish

Tray Slide, customer's side, 74" W x 12-1/4" D, solid stainless steel, on hinged brackets, with (2) 1/8" die-formed rubbing tracks, & mounted 34" high (specify any special height) - TRAYSLIDE TO BE AT 30"

Special Height Body, per unit

34" Height Body

Sneeze Guard, 73-3/4"W x 16-1/2"D x 18"H, self-service style, glass top, painted end panels & 1/4" acrylic end guards, cULus, UL EPH Classified

PROPOSAL AND SIGNATURE

This proposal is submitted in accordance with the above notice and instructions to bidders with attached specifications where are hereby made a part of this proposal.

We, the undersigned, hereby agree to furnish and deliver any or all of the items listed and attached hereto, for the respective prices and delivery time frames as submitted.

FIRM NAME Rice's Food Equipment + Consulting, Inc.

ADDRESS 9 Industrial Dr.
Dallas TX 75212

SIGNATURE 

TITLE President

CONTACT INFO 510-675-7423 PHONE

grice@ricesfoodequipment.com EMAIL

Non-Collusion

PENNSYLVANIA ANTI-BID RIGGING ACT

The Pennsylvania Anti-Bid-Rigging Act, 73 P.S. 1611 et seq. became law October 28, 1983. Section 7 of the Act states that governmental agencies may require bidders to submit non-collusion affidavits. The Wilkes-Barre Area School District will require a non-collusion affidavit to be submitted and it will be an integral part of the bid. (Instructions for Non-Collusion affidavits and affidavits are attached.)

INSTRUCTIONS FOR NON COLLUSION AFFIDAVIT

1. The Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti-Bid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. The Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with responsibilities for the preparation, approval or submissions of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON COLLUSION AFFIDAVIT

STATE OF Pennsylvania;

COUNTY OF Luzerne;

I state that I am President of Rices Food Equipment Consulting Inc.
(NAME/TITLE) (NAME OF FIRM)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

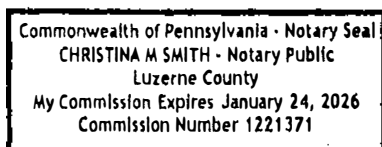
I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
1. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
1. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
1. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
1. Rices Food Equipment Its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that Rices Food Equipment understand and acknowledge that the above representations are material and important, and will be relied on by the Wilkes-Barre Area School District in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Rices Food Equipment of the true facts relating to the submission of bids for this contract.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 18th DAY OF June, 2024.

Christina M. Smith
NOTARY PUBLIC



Gary R. Riet
SIGNATURE & TITLE
Rices Food Equipment Consulting, Inc.
FIRM NAME

114 Centerpoint Boulevard
 Pittston, PA 18640
 Proposed by Natalie Abernathy
 Phone: 855-676-6715 Fax: 844-397-8268
AbernathyN@cintas.com



QUOTE # F50-17974

DELIVERED ON:	4/26/2024
CUSTOMER (U):	49078

CUSTOMER	WILKES BARRE SCHOOL DISTR	CONTACT	MIKE KRZYWICKI
ADDRESS	2021 WOLFPACK WAY	PHONE	570-826-7123 cell: 570-899-8874
CITY/STATE/ZIP	WILKES BARRE, PA 18705	EMAIL	mike.krzywicki@basd.k12.pa.us

Cintas Fire Protection is pleased to offer you a quotation to perform work at the above referenced location(s)
 Price estimates will be billed in accordance with existing contract rates. This Proposal is Valid for 10 Days.

Fire Sprinkler System

SCOPE OF WORK

- Repair the drain that is leaking.
- Replace (1) flow switch that is corroded.

Note: This will require our techs to drain both system in order to complete the repair.


NFPA 25: The property owner or designated representative shall correct or repair deficiencies or impairments that are found during the inspection, test, and maintenance required by this standard.

Price excludes electrical work & plumbing unless otherwise stated. If additional time, material, permits, drawings, engineering fees, or outside services are needed to complete the scope of work, additional charges will apply. If work needs to be performed outside of our normal business hours (7:30am-3:30pm) labor will be calculated at time and a half. Price assumes free & clear accessibility to perform required maintenance. Patching of holes and/or painting necessary due to the work is not included. If items are accepted individually, additional charges may be added. Customer responsible to notify tenants. CPVC repairs require a 24 hr. cure time. Final Invoice is subject to change based on materials pricing at the time of purchase from suppliers. Acceptance of this proposal is subject to our full terms and conditions.

TOTAL QUOTE PRICE:	\$	4,236.53	without tax
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MANUAL SIGNATURE FIELD:

ELECTRONIC SIGNATURE FIELD:

NAME	 Signature Block
SIGNATURE	
PO (#)	
DATE	

Purchase Order Number (if needed)

Final Invoice is subject to change based on materials pricing at the time of purchase from suppliers

114 Centerpoint Boulevard
Pittston, PA 18640
Proposed by Natalie Abernathy
Phone: 855-676-6715 Fax: 844-397-8268
AbernathyN@cintas.com



QUOTE #

DELIVERED ON:	7/22/2024
CUSTOMER (#):	12193

CUSTOMER	WILKES-BARRE AREA SCHOOL 41 ABBOTT ST WILKES BARRE	CONTACT	WELL; ED BINIEK; JOHN CHIUMENTO; CORE
ADDRESS	41 ABBOTT ST	PHONE	570-826-7108 570-820-3772; 570-826-7111
CITY/STATE/ZIP	WILKES BARRE, PA 18705	EMAIL	icki@wbasd.k12.pa.us ; ichiumento@wbasd.k12.pa.us

Cintas Fire Protection is pleased to offer you a quotation to perform work at the above referenced location(s)
Price estimates will be billed in accordance with existing contract rates. This Proposal is Valid for 10 Days.

Fire Sprinkler System

SCOPE OF WORK

- Perform code required 5-year hydrostatic testing on (1) fire department connection: noted during visit.
NFPA 25: 13.7.4: The piping from the fire department connection to the fire department check valve shall be hydrostatically tested at 150 psi (10 bar) for 2 hours at least once every 5 years.
- Replace (1) set of fire department connection caps: noted during visit.
NFPA 25: 13.7.1: Fire department connections shall be inspected quarterly to verify the following: Plugs or caps are in place and undamaged
- Replace (5) missing control valve signs for the fire sprinkler system: noted during visit.
NFPA 25: 4.1.9.1 A permanently marked metal or rigid plastic information sign shall be placed at the system control riser supplying an antifreeze loop, dry system, preaction system, or auxiliary system control valve and the location of auxiliary drains and low-point drains for dry pipe and preaction systems
- Replace (4) missing main drain signs for the fire sprinkler system: noted during visit.
5.2.7 Information Sign. The information sign required by 4.1.9 shall be inspected annually to verify that it is provided, securely attached, and legible.
- Replace (2) missing inspector's test valve signs for the fire sprinkler system: noted during visit.
5.2.7 Information Sign. The information sign required by 4.1.9 shall be inspected annually to verify that it is provided, securely attached, and legible.
- Replace 2 motor water gongs due to leaking gaskets on the main device in the sprinkler room.

NFPA 25: The property owner or designated representative shall correct or repair deficiencies or impairments that are found during the inspection, test, and maintenance required by this standard.

Price excludes electrical work & plumbing unless otherwise stated. If additional time, material, permits, drawings, engineering fees, or outside services are needed to complete the scope of work, additional charges will apply. If work needs to be performed outside of our normal business hours (7:30am-3:30pm) labor will be calculated at time and a half. Price assumes free & clear accessibility to perform required maintenance. Patching of holes and/or painting necessary due to the work is not included. If items are accepted individually, additional charges may be added. Customer responsible to notify tenants. CPVC repairs require a 24 hr. cure time. Final Invoice is subject to change based on materials pricing at the time of purchase from suppliers. Acceptance of this proposal is subject to our full terms and conditions.

TOTAL QUOTE PRICE:	\$ 5,631.55 without tax
---------------------------	--------------------------------

MANUAL SIGNATURE FIELD:

ELECTRONIC SIGNATURE FIELD:

NAME		Signature Block
SIGNATURE		

PO (#)		Purchase Order Number (If needed)
DATE		

Final Invoice is subject to change based on materials pricing at the time of purchase from suppliers

TERMS AND CONDITIONS

1. **Parties.** This agreement ("Agreement") is between Cintas Corporation No. 2 d/b/a Cintas Fire Protection ("Cintas" or "Seller"), and the customer and/or owner, lessor, lessee, and/or tenant of the real property ("Premises") and/or fire equipment identified herein ("Customer"), and it supplements and incorporates any price quotation offered to Customer by Cintas. Should the identified Customer not be the owner of the property, the Customer warrants and represents that it is an authorized agent of the property owner, lessor, lessee, and/or tenant and that it may enter into this Agreement on the latter's behalf. The Agreement expressly includes these Terms and Conditions, which Customer acknowledges and agrees are material to and an integral part of this Agreement. By signing this Agreement, Customer acknowledges that it has received all of the Agreement, has read and understood this Agreement and the Terms and Conditions, and confirms its unequivocal agreement therewith. Customer agrees that these Terms and Conditions govern the relationship between Customer and Cintas with respect to any goods or services that fall within the subject matter of this Agreement, and no terms not specifically agreed upon by Cintas in writing will be binding on Cintas. Customer understands and agrees that the provisions of the Agreement and of these Terms and Conditions inure to the benefit of Cintas's employees, agents, officers, directors, owners, parents, subsidiaries, and affiliates.
2. **Subcontractors.** Cintas may subcontract the services to be performed under this Agreement. Customer acknowledges and agrees that all provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies that have no affiliation with Cintas. Customer irrevocably appoints Cintas as its agent to communicate with the Subcontractor(s) concerning all matters related to this Agreement.
3. **Inspection, Testing, and Maintenance Requirements.** Customer acknowledges and agrees that it is required to have the Premise's fire protection equipment, systems, and/or components ("System") inspected, tested, and/or maintained ("ITM") annually, semi-annually, quarterly, monthly, weekly, and/or daily in accordance with NFPA requirements and/or the applicable authority having jurisdiction ("AHJ"). ITM procedures may vary according to NFPA and/or AHJ requirements. Customer acknowledges and agrees that it has the sole responsibility to identify, perform, and/or schedule any such ITM, and Customer acknowledges that failure to do so timely can lead to improper operation, failure, freezing, rupture, or other malfunction of the System. In particular, Customer has the sole responsibility for contacting Cintas and directing and authorizing Cintas as to which, if any, of these ITM tasks it would like Cintas to perform. Customer agrees, however, that Cintas has no obligation to (a) notify Customer of any ITM that should or must be performed under NFPA and/or AHJ requirements or (b) perform any such ITM for Customer, and Cintas makes no representation that it is able, licensed, and/or qualified to perform all ITM tasks that may be required by NFPA and/or the AHJ.
4. **Term; Renewal.** The term of this Agreement is one (1) year, commencing with the Effective Date. Upon expiration, the Customer understands and agrees that Cintas has no obligation to provide any additional services to Customer of any kind. If the Customer requests and/or Cintas performs any work on any System including, but not limited to, ITM without execution of a new Agreement, Customer agrees that such work is subject to and limited by the Terms and Conditions of this Agreement. In such circumstances, Customer agrees that Cintas may increase the prices for services annually at a percentage rate not to exceed six (6) percent. Customer shall pay the price in effect at the time the service is delivered.
5. **Pricing.** Any quote to perform ITM is not meant to be an exhaustive review of the System's status and, as such, may not have identified any or all equipment or pre-existing deficiencies of the System. If the actual number of devices or systems exceed the quoted amount by more than 5%, Cintas reserves the right to charge for additional devices/systems on a pro-rata basis. Unless otherwise specified, prices on goods may be increased at any time without prior notice. Customer shall pay the price in effect at time of shipment. Any sales, use or other similar tax or duties, customs, tariffs, imposts, surcharges or other fees imposed by any governmental authority on goods shipped by Cintas shall be added to the price to be paid by Customer unless Customer provides Cintas with a valid sales tax exemption certificate.
6. **Scope and Limitations of Service/Customer Responsibility.** Customer acknowledges and agrees that, for the purposes of this Agreement, no System is deemed to be part of the real estate of any of the Premises. Customer acknowledges and agrees that the scope of Cintas's responsibilities under this Agreement are limited to those specific ITM for the specific System(s) requested and authorized by the Customer and which Cintas specifically agrees to perform. Customer acknowledges and agrees that Cintas has no other responsibilities for any aspect of the System under NFPA or any other authority and that this Agreement is not intended to (and may not be interpreted as) attempt to delegate or subcontract any of Customer's responsibilities regarding the System to Cintas, including, but not limited to, establishing Cintas as a "Designated Representative" of Customer under NFPA or other authority. Customer acknowledges and agrees that under no circumstances will Cintas be responsible for determining or verifying the adequacy of the System. Customer acknowledges that ITM is only intended to verify the operational status of System at the time of ITM and is limited to those characteristics that could be readily observed at the time of ITM. Customer agrees that Cintas's observation of deficiencies or impairments and/or suggestions or recommendations for their correction in no way suggests or implies that a design review was performed or that other system deficiencies or impairments do not exist. Customer acknowledges and agrees that it bears the sole responsibility for ensuring that its System satisfies all NFPA or other requirements, including that the System is properly designed and installed, including, but not limited to, determining whether any fire protection system is adequate for the purpose(s) intended, whether any fire protection system satisfies local code requirements, and determining whether piping in any sprinkler system is properly or appropriately pitched, drains sufficiently, or is otherwise properly installed. Customer further specifically acknowledges and agrees that it is solely responsible for the status, ITM, and repair of the System at all times, including (but not limited to) the condition of the system during the intervals between any ITM provided under this Agreement. Furthermore, Customer expressly acknowledges that the status of System can change at any time subsequent to any ITM or repair by Cintas and that Cintas is not responsible or liable for any such change in status, including (but not limited to) any change that renders the system ineffectual or inoperable, or any loss or damage of any kind that may occur subsequent to or during any intervals between any services provided (or to be provided) under the Agreement. Customer further acknowledges that it has sole and specific obligations for performing periodic ITM of the System, including, but not limited to (a) periodically draining low points in dry sprinkler systems, (b) ensuring that Systems are maintained at appropriate temperatures, (c) ensuring that kitchen suppression system nozzles do not become contaminated with grease, (d) ensuring that kitchen appliances, hoods, and/or exhaust ducts are maintained and kept sufficiently clean, (e) ensuring that nozzles, sprinklers, and/or System tubing or piping are free from obstructions and are properly cleaned and/or maintained, (f) ensuring that sprinkler heads are not expired as contemplated by NFPA 25, (g) performing certain periodic inspections of the System, (h) ensuring appropriate types and concentrations of antifreeze is used in antifreeze systems; (i) that dry sprinkler systems maintain pressure sufficient to prevent activation, and (j) that dry sprinkler system piping is properly pitched and uses proper type of pipe and fitting. Customer further acknowledges that its failure to perform these obligations may, among other possible consequences, prevent Cintas from performing under this Agreement, cause Cintas's performance under the Agreement to be ineffectual, render the system ineffectual or inoperable, or lead to substantial property loss, injury, or death. Customer agrees to be solely responsible for redecorating and other cosmetic repairs to Premises necessary due to installation, testing, maintenance, repair, or removal of all or any part of the System. Customer understands and agrees that Cintas has no liability for any work performed by any other vendor on the System at any time. Furthermore, Customer acknowledges that ITM may result in the failure of System or one of its components. Customer agrees that Cintas is not responsible for any System or components thereof that may require repair or replacement due to age, fatigue, or wear that occurs during or results from ITM.
7. **Deficiencies and Impairments.** Customer acknowledges that deficiencies or other impairments noted during ITM of Systems may pose an immediate and serious safety concern. If requested by Customer, Cintas may prepare a quote for addressing these deficiencies or other impairments. Should Cintas perform any work addressing such deficiencies or other impairments, Customer agrees to pay Cintas for all Customer-authorized labor and parts necessary to perform CINTAS FIRE PROTECTION FIRE PROTECTION SERVICE AGREEMENT Page 2 of 4 Version 10-10-17 such work. In any event, Customer is solely responsible for correcting any deficiencies or impairments noted during ITM immediately, and Cintas has no liability for Customer's failure to do so, including, but not limited to, liability for an ongoing NFPA code violation status.
8. **Knowledge and Access to Premises.** Customer acknowledges that it has superior and/or sole knowledge of the Premises and System and that it is obligated to provide Cintas with complete written documentation of the building's layout and the layout, configuration, and inspection, testing, and maintenance history of the System enabling Cintas to locate every element of the System. Customer also acknowledges and agrees that it has the sole responsibility to provide Cintas with access to all areas of the Premises necessary to perform the requested ITM. Customer acknowledges and agrees that it bears the sole risk of loss for any loss, injury, or damages resulting from or related in any way to Customer's failure to produce such written documentation and/or provide necessary access to the Premises. For the purposes of any services performed under this Agreement, System elements are inaccessible if they are over 12 feet above the floor, above suspended ceilings, in enclosed spaces, or in rooms or locations in.
9. **Service Response Time/Delivery Time.** Customer is responsible for scheduling all appointments. Cintas will make reasonable efforts to schedule appointments at Customer's convenience. If Cintas is asked to provide emergency response and agrees to do so, Cintas will make reasonable efforts to respond and/or take corrective action in the most expeditious manner possible. Cintas will make reasonable efforts to dispatch for critical system failures within 2-4 hours and to dispatch for non-critical system trouble in 24-48 hours. Customer understands, however, that Cintas's ability to respond depends upon a number of factors, including the number of requests for similar response and the availability of personnel, and Customer agrees that Cintas has no obligation to respond within any particular timeframe for any type of request for service or to deliver any good within any stated time and that Cintas has no liability for failing to respond and/or to provide the good within the requested, desired, and/or stated time.
10. **Service Charges.** Any service charges imposed are used to help Cintas pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, services, and delivery of goods and services. In addition to other miscellaneous costs that Cintas incurs or may incur. Customer agrees that Cintas may levy various service charges in the course of performing under this Agreement that are not included in the initial quote, estimate, or final agreed contract for work to be completed under the Agreement.
11. **Payment Terms, Late Charges, Credit, and Progress Billing.** Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call. Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1-1/2%) per month or portion thereof of, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) days of invoice date unless otherwise stated. If, in Cintas's opinion, Customer's credit becomes unsatisfactory, Cintas may, in addition to all other rights and remedies under the Agreement and applicable law, suspend the delivery of goods or services pending receipt of cash or satisfactory security from Customer. Should Customer default in any payments due Cintas, Customer agrees to pay all reasonable costs of collection incurred by Cintas, including reasonable attorneys' fees. Title to all equipment or other goods sold by Cintas shall remain in Cintas's name until Customer has paid Cintas in full. Cintas shall retain a security interest in such equipment or other goods until such time. Based on the expected duration of any work, Cintas, in its sole and absolute discretion, may elect to bill Customer in monthly progress billings. In such cases, Customer agrees to make prompt monthly progress payments as per the terms of this Agreement, based on the monthly billing schedule provided to the Customer by Cintas.
12. **Cancellation.** If Customer believes there is a deficiency in any good or service provided by Cintas under the Agreement, Customer agrees to submit its complaint in writing and allow the Cintas sixty (60) days from the date the written complaint is received to remedy the claimed deficiency. If the claimed deficiency is not remedied to the reasonable satisfaction of Customer, Customer can cancel this Agreement, but the Customer shall pay any outstanding charges for services rendered or goods provided prior to termination in accordance with the Terms and Conditions of this Agreement.
13. **Equipment Exchange.** Customer hereby understands and agrees that if Customer engages Cintas to service its fire extinguishers, Cintas intends to exchange Customer's fire extinguishers for other fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all rights, title, and interest in the Customer's extinguishers so exchanged will belong to Cintas and all rights, title and interest in Cintas's fire extinguishers so exchanged will belong to the Customer.

14. Inspection. Cintas strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation, or other service call. Cintas shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions Customer could have detected through such an inspection.
15. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS. Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any system at the premises, its fitness for any purpose, its suitability or effectiveness as designed, installed, and/or utilized, or that it will operate as designed, intended, or expected. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO OTHER GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT, AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.
16. CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME. Customer acknowledges and agrees that neither Cintas nor its subcontractors or assignees are insurers and that no insurance coverage is provided by this Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED. Customer acknowledges that during the term of the Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of two million dollars (U.S.) per incident, at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages. CUSTOMER AGREES TO SHIFT THE RISK OF LOSS TO ITS INSURERS, WHICH HAVE EXPRESSLY CONTRACTED TO ACCEPT THE RISK OF LOSS TO CUSTOMER'S PROPERTY. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, EQUITABLE, CONTRACTUAL, LEGAL, AND CONVENTIONAL SUBROGATION, AND WARRANTS THAT THIS RELEASE AND WAIVER SHALL BE BINDING ON ANY AND ALL SUBROGEEES OR ASSIGNEES OF CUSTOMER'S RIGHTS. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS. CUSTOMER AGREES TO AND WARRANTS THAT IT WILL NOTIFY ITS INSURER(S) OF THIS RELEASE AND WAIVER.
17. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, OR OTHER SYSTEM(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.
18. LIMITATION OF CINTAS'S LIABILITY. Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the system or services to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000. If Customer wishes to increase the limitation of liability, Cintas and Customer may negotiate a supplemental written agreement to increase the limit of Cintas's liability, but no such agreed upon increase to the limit of Cintas's liability shall be interpreted to find Cintas or its subcontractors or representatives to be insurers. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.
20. Prevailing Wage/Living Wage. Customer understands and acknowledges that depending upon the location of the premises, individuals who provide services under this Agreement may be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that it is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to Cintas offering any bid, quote, or other offer for any services to be provided under the Agreement and prior to the parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending any such claim.
21. Force Majeure. Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.
22. Governing Law. To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.
23. Notice of Claim. Customer shall give Cintas prompt written notice after discovery of any facts giving rise or potentially giving rise to a claim for loss or damages, including (but not limited to) any potential third-party claim ("Notice of Claim"). Customer shall also give Cintas an opportunity to inspect the premises and/or system(s) allegedly involved and/or damaged in relation to the claim. The Notice of Claim shall set forth (1) a brief description of the nature of the claim; (2) the total amount of the actual or estimated loss or damages; and (3) Cintas's right to inspect the premises and/or system(s) allegedly involved and/or damaged in relation to the claim. Customer acknowledges that Customer's failure to provide Cintas with opportunity to evaluate the claim and/or inspect the premises and/or systems will irrevocably prejudice Cintas's ability to defend against any such claim. Customer's failure to provide a Notice of Claim shall therefore constitute a waiver of said claim and/or Customer's ability to assert or pursue any type of claim relating to the alleged loss or damages.
24. Disputes. Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable Ohio arbitration law. CUSTOMER, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS

REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in Warren County, Ohio. Notice or service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail or registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the opposing party's address identified in this Agreement. With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction in the state where the Customer is located, and if Cintas prevails on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.

25. **LIMITATION OF ACTION.** ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

26. **Notices.** Any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service (such as Federal Express), to the appropriate party at the address set forth in this Agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof.

27. **Authority to Execute Agreement.** Each party represents and warrants to the other party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.

28. **Assignment.** This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Agreement, and it may do so in its sole and absolute discretion. The Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns.

29. **Waiver.** No waiver of any provision of this Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time, nor will it be deemed a waiver of that same provision at any other time.

30. **Severability.** The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, service charges, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 4, 10, or 11 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them.

31. **Updated Terms and Conditions and Policies.** Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web page or other similar mechanism and that these policies are incorporated and made part of this Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web page, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this

32. **Execution In Counterparts and by Facsimile or Electronically by PDF.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically by PDF and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically by PDF shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures.

33. **Mutual Drafting and Understanding of Agreement.** The parties acknowledge and agree that this Agreement and all of its Terms and Conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Agreement for purposes of interpretation, application, construction, or construing of the Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Agreement and that they have read and understand all of the Terms of this Agreement.

34. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Agreement are of no force or effect. No modification or amendment to this Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 30 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer subsequent to execution of this Agreement that contains different or additional terms or that purports to modify or amend the terms of this Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Agreement.

No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.

35. **Electronic Signatures.** Customer's Acceptance by Allowing Performance. The person signing this Agreement on behalf of Customer certifies that Customer's policies do not prohibit the acceptance and execution of Terms and Conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (i) to select an item, button, icon or checkbox, or (ii) to enter text, or (iii) to perform any similar act or action while using Cintas's web-based portal or other system for the purpose of initiating, reviewing, modifying, or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority or other third-party verification is necessary to validate their respective electronic signatures. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement. Customer further agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Agreement and the Terms and Conditions.

NOTICE TO CUSTOMER. BY SIGNING THIS DOCUMENT, CUSTOMER EXPLICITLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 15-18 OF THIS AGREEMENT, WHICH DISCLAIM WARRANTIES AND REPRESENTATIONS, ACKNOWLEDGE CINTAS IS NOT AN INSURER AND REQUIRES CUSTOMER TO OBTAIN INSURANCE, LIMIT CINTAS'S LIABILITY FOR AND/OR RELEASE CINTAS FROM ANY LIABILITY RELATED IN ANY WAY TO THE AGREEMENT, AND REQUIRE CUSTOMER TO INDEMNIFY CINTAS FOR ANY LOSSES RELATED IN ANY WAY TO THE AGREEMENT. READ THE ENTIRE AGREEMENT BEFORE SIGNING.

114 Centerpoint Boulevard
Pittston, PA 18640
Proposed by Natalie Abernathy
Phone: 855-676-6715 Fax: 844-397-8268
AbernathyN@cintas.com



QUOTE #

DELIVERED ON:	7/22/2024
CUSTOMER (#) :	12101

CUSTOMER	WILKES-BARRE AREA SCHOOL 1 S GRANT ST WILKES BARRE	CONTACT	WELL; ED BINIEK; JOHN CHIUMENTO; CORE
ADDRESS	1 S GRANT ST	PHONE	570-826-7256 570-820-3772; 570-826-7111
CITY/STATE/ZIP	WILKES BARRE, PA 18702	EMAIL	ckl@wbasd.k12.pa.us ; jchiumento@wbasd.k12.pa.us

Cintas Fire Protection is pleased to offer you a quotation to perform work at the above referenced location(s)
Price estimates will be billed in accordance with existing contract rates. This Proposal is Valid for 10 Days.

Fire Sprinkler System

SCOPE OF WORK

- Perform code required 5-year internal inspection on (1) sprinkler system riser: noted during visit.
NFPA 25: 14.2.1.1: An assessment of the internal condition of piping shall be conducted at a minimum of every 5 years or in accordance with 14.2.1.2 for the purpose of inspecting for the presence of foreign organic and inorganic material.
- Replace (1) outdated gauge for the fire sprinkler system: noted during visit.
NFPA 25: 5.3.2: Gauges shall be replaced every 5 years or tested every 5 years by comparison with a calibrated gauge.
- Perform code required 5-year hydrostatic testing on (1) fire department connection: noted during visit
NFPA 25: 13.7.4: The piping from the fire department connection to the fire department check valve shall be hydrostatically tested at 150 psi (10 bar) for 2 hours at least once every 5 years.
- Provide (6) spare sprinkler heads for the spare head cabinet: noted during visit.
NFPA 25: 5.4.1.4: A supply of spare sprinklers shall be maintained on the premises so that any sprinklers that have operated or been damaged in any way can be promptly repaired.
- Provide (1) sprinkler head wrench for the spare head cabinet: noted during visit
NFPA 25: 5.4.1.6: A special sprinkler head wrench shall be provided and kept in the cabinet to be used in the removal and installation of sprinklers. One sprinkler wrench shall be provided for each type of sprinkler installed.
- Provide and install (1) spare head cabinet for the fire sprinkler system: noted during visit
NFPA 25: 5.4.1.4: A supply of spare sprinklers shall be maintained on the premises so that any sprinklers that have operated or been damaged in any way can be promptly repaired.
- Replace (1) missing control valve sign for the fire sprinkler system: noted during visit.
NFPA 25: 4.1.9.1 A permanently marked metal or rigid plastic information sign shall be placed at the system control riser supplying an antifreeze loop, dry system, preaction system, or auxiliary system control valve and the location of auxiliary drains and low-point drains for dry pipe and preaction systems
- Provide keys for the control valve.
- Provide (1) valve lock for the unsecured fire sprinkler valve: noted during visit.
NFPA 25: 13.3.1.3 Each normally open valve shall be secured by means of a seal or a lock or shall be electrically supervised in accordance with the applicable NFPA standards.

NFPA 25: The property owner or designated representative shall correct or repair deficiencies or impairments that are found during the inspection, test, and maintenance required by this standard.

Price excludes electrical work & plumbing unless otherwise stated. If additional time, material, permits, drawings, engineering fees, or outside services are needed to complete the scope of work, additional charges will apply. If work needs to be performed outside of our normal business hours (7:30am-3:30pm) labor will be calculated at time and a half. Price assumes free & clear accessibility to perform required maintenance. Patching of holes and/or painting necessary due to the work is not included. If items are accepted individually, additional charges may be added. Customer responsible to notify tenants. CPVC repairs require a 24 hr. cure time. Final Invoice is subject to change based on materials pricing at the time of purchase from suppliers. Acceptance of this proposal is subject to our full terms and conditions.

TOTAL QUOTE PRICE:	\$ 3,944.35 without tax
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MANUAL SIGNATURE FIELD:

ELECTRONIC SIGNATURE FIELD:

NAME		Signature Block
SIGNATURE		
PO (#)		
DATE	Purchase Order Number (if needed)	

Final Invoice is subject to change based on materials pricing at the time of purchase from suppliers

TERMS AND CONDITIONS

1. **Parties.** This agreement ("Agreement") is between Cintas Corporation No. 2 d/b/a Cintas Fire Protection ("Cintas" or "Seller"), and the customer and/or owner, lessor, lessee, and/or tenant of the real property ("Premises") and/or fire equipment identified herein ("Customer"), and it supplements and incorporates any price quotation offered to Customer by Cintas. Should the identified Customer not be the owner of the property, the Customer warrants and represents that it is an authorized agent of the property owner, lessor, lessee, and/or tenant and that it may enter into this Agreement on the latter's behalf. The Agreement expressly includes these Terms and Conditions, which Customer acknowledges and agrees are material to and an integral part of this Agreement. By signing this Agreement, Customer acknowledges that it has received all of the Agreement, has read and understood this Agreement and the Terms and Conditions, and confirms its unequivocal agreement therewith. Customer agrees that these Terms and Conditions govern the relationship between Customer and Cintas with respect to any goods or services that fall within the subject matter of this Agreement, and no terms not specifically agreed upon by Cintas in writing will be binding on Cintas. Customer understands and agrees that the provisions of the Agreement and of these Terms and Conditions inure to the benefit of Cintas's employees, agents, officers, directors, owners, parents, subsidiaries, and affiliates.
2. **Subcontractors.** Cintas may subcontract the services to be performed under this Agreement. Customer acknowledges and agrees that all provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies that have no affiliation with Cintas. Customer irrevocably appoints Cintas as its agent to communicate with the Subcontractor(s) concerning all matters related to this Agreement.
3. **Inspection, Testing, and Maintenance Requirements.** Customer acknowledges and agrees that it is required to have the Premise's fire protection equipment, systems, and/or components ("System") inspected, tested, and/or maintained ("ITM") annually, semi-annually, quarterly, monthly, weekly, and/or daily in accordance with NFPA requirements and/or the applicable authority having jurisdiction ("AHJ"). ITM procedures may vary according to NFPA and/or AHJ requirements. Customer acknowledges and agrees that it has the sole responsibility to identify, perform, and/or schedule any such ITM, and Customer acknowledges that failure to do so timely can lead to improper operation, failure, freezing, rupture, or other malfunction of the System. In particular, Customer has the sole responsibility for contacting Cintas and directing and authorizing Cintas as to which, if any, of these ITM tasks it would like Cintas to perform. Customer agrees, however, that Cintas has no obligation to (a) notify Customer of any ITM that should or must be performed under NFPA and/or AHJ requirements or (b) perform any such ITM for Customer, and Cintas makes no representation that it is able, licensed, and/or qualified to perform all ITM tasks that may be required by NFPA and/or the AHJ.
4. **Term, Renewal.** The term of this Agreement is one (1) year, commencing with the Effective Date. Upon expiration, the Customer understands and agrees that Cintas has no obligation to provide any additional services to Customer of any kind. If the Customer requests and/or Cintas performs any work on any System including, but not limited to, ITM without execution of a new Agreement, Customer agrees that such work is subject to and limited by the Terms and Conditions of this Agreement. In such circumstances, Customer agrees that Cintas may increase the prices for services annually at a percentage rate not to exceed six (6) percent. Customer shall pay the price in effect at the time the service is delivered.
5. **Pricing.** Any quote to perform ITM is not meant to be an exhaustive review of the System's status and, as such, may not have identified any or all equipment or pre-existing deficiencies of the System. If the actual number of devices or systems exceed the quoted amount by more than 5%, Cintas reserves the right to charge for additional devices/systems on a pro-rata basis. Unless otherwise specified, prices on goods may be increased at any time without prior notice. Customer shall pay the price in effect at time of shipment. Any sales, use or other similar tax or duties, customs, tariffs, imposts, surcharges or other fees imposed by any governmental authority on goods shipped by Cintas shall be added to the price to be paid by Customer unless Customer provides Cintas with a valid sales tax exemption certificate.
6. **Scope and Limitations of Service/Customer Responsibility.** Customer acknowledges and agrees that, for the purposes of this Agreement, no System is deemed to be part of the real estate of any of the Premises. Customer acknowledges and agrees that the scope of Cintas's responsibilities under this Agreement are limited to those specific ITM for the specific System(s) requested and authorized by the Customer and which Cintas specifically agrees to perform. Customer acknowledges and agrees that Cintas has no other responsibilities for any aspect of the System under NFPA or any other authority and that this Agreement is not intended to (and may not be interpreted as) attempt to delegate or subcontract any of Customer's responsibilities regarding the System to Cintas, including, but not limited to, establishing Cintas as a "Designated Representative" of Customer under NFPA or other authority. Customer acknowledges and agrees that under no circumstances will Cintas be responsible for determining or verifying the adequacy of the System. Customer acknowledges that ITM is only intended to verify the operational status of System at the time of ITM and is limited to those characteristics that could be readily observed at the time of ITM. Customer agrees that Cintas's observation of deficiencies or impairments and/or suggestions or recommendations for their correction in no way suggests or implies that a design review was performed or that other system deficiencies or impairments do not exist. Customer acknowledges and agrees that it bears the sole responsibility for ensuring that its System satisfies all NFPA or other requirements, including that the System is properly designed and installed, including, but not limited to, determining whether any fire protection system is adequate for the purpose(s) intended, whether any fire protection system satisfies local code requirements, and determining whether piping in any sprinkler system is properly or appropriately pitched, drains sufficiently, or is otherwise properly installed. Customer further specifically acknowledges and agrees that it is solely responsible for the status, ITM, and repair of the System at all times, including (but not limited to) the condition of the system during the intervals between any ITM provided under this Agreement. Furthermore, Customer expressly acknowledges that the status of System can change at any time subsequent to any ITM or repair by Cintas and that Cintas is not responsible or liable for any such change in status, including (but not limited to) any change that renders the system ineffectual or inoperable, or any loss or damage of any kind that may occur subsequent to or during any intervals between any services provided (or to be provided) under the Agreement. Customer further acknowledges that it has sole and specific obligations for performing periodic ITM of the System, including, but not limited to (a) periodically draining low points in dry sprinkler systems, (b) ensuring that Systems are maintained at appropriate temperatures, (c) ensuring that kitchen suppression system nozzles do not become contaminated with grease, (d) ensuring that kitchen appliances, hoods, and/or exhaust ducts are maintained and kept sufficiently clean, (e) ensuring that nozzles, sprinklers, and/or system tubing or piping are free from obstructions and are properly cleaned and/or maintained, (f) ensuring that sprinkler heads are not expired as contemplated by NFPA 25, (g) performing certain periodic inspections of the System, (h) ensuring appropriate types and concentrations of antifreeze is used in antifreeze systems; (i) that dry sprinkler systems maintain pressure sufficient to prevent activation, and (j) that dry sprinkler system piping is properly pitched and uses proper type of pipe and fitting. Customer further acknowledges that its failure to perform these obligations may, among other possible consequences, prevent Cintas from performing under this Agreement, cause Cintas's performance under the Agreement to be ineffectual, render the system ineffectual or inoperable, or lead to substantial property loss, injury, or death. Customer agrees to be solely responsible for redecorating and other cosmetic repairs to Premises necessary due to installation, testing, maintenance, repair, or removal of all or any part of the System. Customer understands and agrees that Cintas has no liability for any work performed by any other vendor on the System at any time. Furthermore, Customer acknowledges that ITM may result in the failure of System or one of its components. Customer agrees that Cintas is not responsible for any System or components thereof that may require repair or replacement due to age, fatigue, or wear that occurs during or result from ITM.
7. **Deficiencies and Impairments.** Customer acknowledges that deficiencies or other impairments noted during ITM of Systems may pose an immediate and serious safety concern. If requested by Customer, Cintas may prepare a quote for addressing these deficiencies or other impairments. Should Cintas perform any work addressing such deficiencies or other impairments, Customer agrees to pay Cintas for all Customer-authorized labor and parts necessary to perform CINTAS FIRE PROTECTION FIRE PROTECTION SERVICE AGREEMENT Page 2 of 4 Version 10-10-17 such work. In any event, Customer is solely responsible for correcting any deficiencies or impairments noted during ITM immediately, and Cintas has no liability for Customer's failure to do so, including, but not limited to, liability for an ongoing NFPA code violation status.
8. **Knowledge and Access to Premises.** Customer acknowledges that it has superior and/or sole knowledge of the Premises and System and that it is obligated to provide Cintas with complete written documentation of the building's layout and the layout, configuration, and inspection, testing, and maintenance history of the System enabling Cintas to locate every element of the System. Customer also acknowledges and agrees that it has the sole responsibility to provide Cintas with access to all areas of the Premises necessary to perform the requested ITM. Customer acknowledges and agrees that it bears the sole risk of loss for any loss, injury, or damages resulting from or related in any way to Customer's failure to produce such written documentation and/or provide necessary access to the Premises. For the purposes of any services performed under this Agreement, System elements are inaccessible if they are over 12 feet above the floor, above suspended ceilings, in enclosed spaces, or in rooms or locations in.
9. **Service Response Time/Delivery Time.** Customer is responsible for scheduling all appointments. Cintas will make reasonable efforts to schedule appointments at Customer's convenience. If Cintas is asked to provide emergency response and agrees to do so, Cintas will make reasonable efforts to respond and/or take corrective action in the most expeditious manner possible. Cintas will make reasonable efforts to dispatch for critical system failures within 2-4 hours and to dispatch for non-critical system trouble in 24-48 hours. Customer understands, however, that Cintas's ability to respond depends upon a number of factors, including the number of requests for similar response and the availability of personnel, and Customer agrees that Cintas has no obligation to respond within any particular timeframe for any type of request for service or to deliver any good within any stated time and that Cintas has no liability for failing to respond and/or to provide the good within the requested, desired, and/or stated time.
10. **Service Charges.** Any service charges imposed are used to help Cintas pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, services, and delivery of goods and services. In addition to other miscellaneous costs that Cintas incurs or may incur, Customer agrees that Cintas may levy various service charges in the course of performing under this Agreement that are not included in the initial quote, estimate, or final agreed contract for work to be completed under the Agreement.
11. **Payment Terms, Late Charges, Credit, and Progress Billing.** Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call. Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1-1/2%) per month or portion thereof of, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) days of invoice date unless otherwise stated. If, in Cintas's opinion, Customer's credit becomes unsatisfactory, Cintas may, in addition to all other rights and remedies under the Agreement and applicable law, suspend the delivery of goods or services pending receipt of cash or satisfactory security from Customer. Should Customer default in any payments due Cintas, Customer agrees to pay all reasonable costs of collection incurred by Cintas, including reasonable attorneys' fees. Title to all equipment or other goods sold by Cintas shall remain in Cintas's name until Customer has paid Cintas in full. Cintas shall retain a security interest in such equipment or other goods until such time. Based on the expected duration of any work, Cintas, in its sole and absolute discretion, may elect to bill Customer in monthly progress billings. In such cases, Customer agrees to make prompt monthly progress payments as per the terms of this Agreement, based on the monthly billing schedule provided to the Customer by Cintas.
12. **Cancellation.** If Customer believes there is a deficiency in any good or service provided by Cintas under the Agreement, Customer agrees to submit its complaint in writing and allow the Cintas sixty (60) days from the date the written complaint is received to remedy the claimed deficiency. If the claimed deficiency is not remedied to the reasonable satisfaction of Customer, Customer can cancel this Agreement, but the Customer shall pay any outstanding charges for services rendered or goods provided prior to termination in accordance with the Terms and Conditions of this Agreement.
13. **Equipment Exchange.** Customer hereby understands and agrees that if Customer engages Cintas to service its fire extinguishers, Cintas intends to exchange Customer's fire extinguishers for other fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all rights, title, and interest in the Customer's extinguishers so exchanged will belong to Cintas and all rights, title and interest in Cintas's fire extinguishers so exchanged will belong to the Customer.

14. Inspection. Cintas strongly recommends that Customer conduct an on-site Inspection of the goods and services sold hereunder after delivery, Installation, or other service call. Cintas shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions Customer could have detected through such an inspection.
15. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS. Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any System at the Premises, its fitness for any purpose, its suitability or effectiveness as designed, installed, and/or utilized, or that it will operate as designed, intended, or expected. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO OTHER GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT, AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.
16. CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME. Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees are insurers and that no insurance coverage is provided by this Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED. Customer acknowledges that during the term of the Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of two million dollars (U.S.) per incident, at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages. CUSTOMER AGREES TO SHIFT THE RISK OF LOSS TO ITS INSURERS, WHICH HAVE EXPRESSLY CONTRACTED TO ACCEPT THE RISK OF LOSS TO CUSTOMER'S PROPERTY. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, EQUITABLE, CONTRACTUAL, LEGAL, AND CONVENTIONAL SUBROGATION, AND WARRANTS THAT THIS RELEASE AND WAIVER SHALL BE BINDING ON ANY AND ALL SUBROGEEES OR ASSIGNEES OF CUSTOMER'S RIGHTS. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS. CUSTOMER AGREES TO AND WARRANTS THAT IT WILL NOTIFY ITS INSURER(S) OF THIS RELEASE AND WAIVER.
17. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, OR OTHER SYSTEM(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.
18. LIMITATION OF CINTAS'S LIABILITY. Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the system or services to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000. If Customer wishes to increase the limitation of liability, Cintas and Customer may negotiate a supplemental written agreement to increase the limit of Cintas's liability, but no such agreed upon increase to the limit of Cintas's liability shall be interpreted to find Cintas or its subcontractors or representatives to be insurers. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.
20. Prevailing Wage/Living Wage. Customer understands and acknowledges that depending upon the location of the Premises, individuals who provide services under this Agreement may be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that it is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to Cintas offering any bid, quote, or other offer for any services to be provided under the Agreement and prior to the parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending any such claim.
21. Force Majeure. Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.
22. Governing Law. To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.
23. Notice of Claim. Customer shall give Cintas prompt written notice after discovery of any facts giving rise or potentially giving rise to a claim for loss or damages, including (but not limited to) any potential third-party claim ("Notice of Claim"). Customer shall also give Cintas an opportunity to inspect the Premises and/or System(s) allegedly involved and/or damaged in relation to the claim. The Notice of Claim shall set forth (1) a brief description of the nature of the claim; (2) the total amount of the actual or estimated loss or damages; and (3) Cintas's right to inspect the Premises and/or System(s) allegedly involved and/or damaged in relation to the claim. Customer acknowledges that Customer's failure to provide Cintas with opportunity to evaluate the claim and/or inspect the Premises and/or Systems will irrevocably prejudice Cintas's ability to defend against any such claim. Customer's failure to provide a Notice of Claim shall therefore constitute a waiver of said claim and/or Customer's ability to assert or pursue any type of claim relating to the alleged loss or damages.
24. Disputes. Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable Ohio arbitration law. CUSTOMER, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS

REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in Warren County, Ohio. Notice or service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail or registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the opposing party's address identified in this Agreement. With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction in the state where the Customer is located, and if Cintas prevails on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.

25. **LIMITATION OF ACTION.** ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

26. **Notices.** Any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service (such as Federal Express), to the appropriate party at the address set forth in this Agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof.

27. **Authority to Execute Agreement.** Each party represents and warrants to the other party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.

28. **Assignment.** This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Agreement, and it may do so in its sole and absolute discretion. The Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns.

29. **Waiver.** No waiver of any provision of this Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time, nor will it be deemed a waiver of that same provision at any other time.

30. **Severability.** The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, service charges, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 4, 10, or 11 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them.

31. **Updated Terms and Conditions and Policies.** Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web page or other similar mechanism and that these policies are incorporated and made part of this Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web page, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this

32. **Execution in Counterparts and by Facsimile or Electronically by PDF.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically by PDF and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically by PDF shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures.

33. **Mutual Drafting and Understanding of Agreement.** The parties acknowledge and agree that this Agreement and all of its Terms and Conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Agreement for purposes of interpretation, application, construction, or construing of the Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Agreement and that they have read and understand all of the Terms of this Agreement.

34. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Agreement are of no force or effect. No modification or amendment to this Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 30 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer subsequent to execution of this Agreement that contains different or additional terms or that purports to modify or amend the terms of this Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Agreement.

No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.

35. **Electronic Signatures.** Customer's Acceptance by Allowing Performance. The person signing this Agreement on behalf of Customer certifies that Customer's policies do not prohibit the acceptance and execution of Terms and Conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (i) to select an item, button, icon or checkbox, or (ii) to enter text, or (iii) to perform any similar act or action while using Cintas's web-based portal or other system for the purpose of initiating, reviewing, modifying, or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority or other third-party verification is necessary to validate their respective electronic signatures. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement. Customer further agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Agreement and the Terms and Conditions.

NOTICE TO CUSTOMER. BY SIGNING THIS DOCUMENT, CUSTOMER EXPLICITLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 15-18 OF THIS AGREEMENT, WHICH DISCLAIM WARRANTIES AND REPRESENTATIONS, ACKNOWLEDGE CINTAS IS NOT AN INSURER AND REQUIRES CUSTOMER TO OBTAIN INSURANCE, LIMIT CINTAS'S LIABILITY FOR AND/OR RELEASE CINTAS FROM ANY LIABILITY RELATED IN ANY WAY TO THE AGREEMENT, AND REQUIRE CUSTOMER TO INDEMNIFY CINTAS FOR ANY LOSSES RELATED IN ANY WAY TO THE AGREEMENT. READ THE ENTIRE AGREEMENT BEFORE SIGNING.

Davis-Ulmer Sprinkler Co., Inc.
dba Beach Lake Sprinkler
PO Box 37
Beach Lake, PA 18405



Service Agreement

Effective, **July 11, 2024**, and subject to all terms, conditions, and limitations specified in this Agreement, **Wilkes-Barre Area School District** ("Customer") hereby engages **Davis-Ulmer Sprinkler Co., Inc., dba Beach Lake Sprinkler** ("Company") to perform SERVICES at the premises specified in Section I below (the "Property"), and Company agrees to perform such services subject to all terms, conditions and limitations specified in this Agreement and as outlined in Section II.

SECTION I – CUSTOMER & PROPERTY INFORMATION

Property: Mackin Elementary Address: 13 Hillard St. Wilkes-Barre, PA 18702 Phone: 570-899-8874 E-Mail: mike.krzywicki@wbasd.k12.pa.us Contact: Mike Krzywicki	Billing: Wilkes-Barre Area School District Address: 730 S Main St. Wilkes-Barre, PA 18702 Phone: E-Mail: Contact:
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If Customer is not the owner of the Property (I) Customer represents, warrants and covenants to Company that Customer is authorized by the owner to enter into this Agreement and allow Company to access the Property and perform the services described below.

SECTION II – SCOPE OF WORK

Customer engages Company to perform the following:

We propose to replace the rusted/corroded outlet in the bathroom per a recent site visit dated 05/01/2024 at your location at a cost of **\$1,995.00**.

Note #1: This proposal does not include work in any other parts of the building or replacement of any other material.

Note #2: This proposal excludes any unknown or concealed physical conditions, including but not limited to asbestos and lead that require an increase to our cost and/or time in performance of the above scope of work. Any abatement work is specifically excluded.

Note #3: This proposal is based on fair and equitable contract terms.

Note #4: This proposal assumes that all repairs and testing can be completed in one (1) workday during normal working hours of 7:00 am – 3:00 pm. Any additional repairs or testing would be billed on a time and material basis or upon receipt of a signed Service Agreement detailing price and scope of work.

We Exclude: All Painting, Permit & Permit Fees, Third Party Inspections & Fees, Fire Alarm System, All Alarm Wiring & Power Wiring Of Fire Protection Devices, Drawing & Calculations, Flow Test, Engineer Stamp, Fire watch, ICRA, Conditions of Water Service, Meter Pit and/or Meter Assembly, Temporary Protection, Exterior Fire Service Main, All Excavation & Backfill, Rock, All Concrete Work, Raising/ Relocating Existing Mains & Branch Lines, Seismic Bracing, Freeze Protection, Wage Rate, Bond, Premium/Overtime Work, Any Work On Existing Riser(s), Mall Shutdown Fees, Phasing/Multiple Phases, Adequacy/Code Compliance of Existing System, and Pipe Identification.

SECTION III – SERVICE FEE, AND PAYMENT

Customer agrees to pay and will be invoiced **based on selection below**. Specified fee does not include any applicable sales or other tax. Customer is responsible for all applicable taxes.

Company will issue an invoice promptly upon completion of the WORK. Customer will pay each invoice in full, without any setoff or deduction whatsoever, no later than 30 days after receipt of invoice **with approved credit**. Any amounts past due will be subject to a finance charge equal to the lesser of 1.5% per month or the maximum legal rate. Customer agrees to reimburse Company for all costs of collection, including attorneys' fees.

Billing Terms: Owner agrees to follow payment schedule below and if payment schedule is not followed Beach Lake Sprinkler reserves the right to stop all work until payment is received before starting next phase.

	Payment Schedule: *	
Prepay in full, prior to beginning work – 5% discount	\$1,895.25	<input type="checkbox"/>
Payment #1 – 50% down payment	\$997.50	<input type="checkbox"/>
Payment #2 – 50% upon Completion of Work	\$997.50	<input type="checkbox"/>

SECTION IV - OTHER TERMS AND LIMITATIONS

The Work Authorization, together with these Terms and Conditions, constituted the entire agreement ("Agreement") of the parties.

1. This Agreement Is for work performed on this Work Authorization only. If Customer wants Davis Ulmer Sprinkler Inc Including but not limited to any of Its Divisions (Ellis Fire Protection, Beach Lake Sprinkler, Rich Fire Protection, Reliance Fire Protection, Cogswell Fire Protection, All State Fire and Security) hereafter "Company", to make any additional repairs, alterations or replacements as a result of the work performed, the Company will do so for additional compensation to be agreed upon in writing by the parties. Company is responsible for the new work only. Testing required of the old or existing fire protection system will be done as an additional charge unless otherwise specified.
2. The Company does not know and does not represent that the current fire protection system on the property of Customer ("Property") was originally designed and installed in such a way that the system will perform as originally intended or is suitable and sufficient for its intended purpose given the way in which the Property has been or will be used. In other words, the Property may have been or may be used in ways such that the configuration of partition walls, the location of and types of materials (including the presence of hazardous materials) and other conditions of the Property's use such that the fire protection system is adequate, insufficient or unsuitable for the Property. Customer assumes full responsibility for the condition of existing equipment and for water and other damage resulting directly or indirectly from such condition or application of test or flushing pressures.

The Company is NOT responsible for any damages due to: (1) Incompatibility of materials within or external to CPVC piping system placed by others, or, (2) corrosion or deterioration of piping due to Customer's water supply, atmospheric conditions, soil quality, or any other condition at Customer's facility that adversely affects the integrity of the fire protection system.

THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (A) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (B) IS FREE OF ALL DEFECTS AND DEFICIENCIES, (C) AND IS IN COMPLIANCE WITH ALL APPLICABLE CODES. Customer agrees that It has not retained Company to make these assessments unless otherwise specifically indicated.

3. The Company will be permitted, at all reasonable times, to enter the Property to conduct the work as outlined in this Agreement. Company warrants all material furnished hereunder to be free from defects in workmanship and materials provided Customer notifies Company in writing of such defect within Ninety (90) days from acceptance of the work. Company's sole obligation on any warranty claim is limited to replacement or repair of the defective part or material. No other express warranty is given and no affirmation of "Davis Ulmer Fire Projection Company" by words or actions shall constitute a warranty. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
4. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILIATES, (HEREINAFTER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER REFERRED TO AS "DAMAGES") ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OR FAULT OF CUSTOMER.
5. IT IS UNDERSTOOD AND AGREED BY CUSTOMER THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF SERVICES RENDERED AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, THE PROPERTY OF OTHERS LOCATED ON CUSTOMER'S PREMISES, OR ANY POTENTIAL LIABILITY OR DAMAGE TO CUSTOMER ARISING OUT OF THE WORK PERFORMED BY COMPANY. CUSTOMER ACCORDINGLY AGREES THAT THE SOLE AND EXCLUSIVE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES AND AGENTS ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY SHALL BE LIMITED TO THE LESSER OF \$1,000 OR THE PRICE OF THE WORK PERFORMED BY THE COMPANY. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER REFERRED TO AS "DAMAGES"), SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER, AND SHALL APPLY REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OF VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL

REGULATION STANDARD OR RULE OR OTHER FAULT OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES.

6. CUSTOMER AGREES TO REQUIRE ITS INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.
7. While the Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., it is the Customer's responsibility to provide sufficient and readily accessible means to accept the flow of water that may be required by tests as determined by the type of inspection. Customer is to provide any interim or temporary fire protection required during shutdown of existing fire protection system.
8. This Agreement may not be assigned by Customer without the written consent of the Company.
9. Neither party shall be liable to the other for indirect, incidental, consequential or punitive damages arising out of the work.
10. If payment for work provided in this Agreement is not received by the Company within 30 days from the Customer's receipt of an invoice for the work, Customer shall pay an interest at the rate of 1 1/2% per month on all past due sums, together with all costs of collection, including attorney's fees.
11. The Company is not a Disadvantaged Business Enterprise. Furthermore, no DBE, MWBE or other minority program participation goals or requirements are included or inferred. Should this project involve DBE, MWBE or other minority program participation goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact the Company.
12. If any provision hereof shall be invalid, the remaining provisions shall survive and be enforceable against the parties. The law of the state where the work is performed will govern. This Agreement supersedes all prior agreements. This Agreement may be modified only by a written instrument signed by both parties.
13. The proposal may be withdrawn by us if not accepted within thirty (30) days.

SECTION V: ACCEPTANCE AND SIGNATURE

Customer: *Wilkes-Barre Area School District*

*Davis-Ulmer Sprinkler Co., Inc.
dba Beach Lake Sprinkler*

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

INVOICING EMAIL: _____

By signing above, Customer acknowledges that it has reviewed, understands and agrees to all terms and conditions of this Agreement including, without limitation, the Scope(s) of Work furnished by Company with this Agreement.

CONTACT INFORMATION FOR SCHEDULING:

Contact Name: _____

Contact Phone Number: _____

Email address for invoicing (if applicable): _____

Sterling Glass Inc.
1101 Penn Avenue
Scranton, Pa 18509

Telephone: 570-955-5132
Fax: 570-955-5143
mrobinson@sterlingglassinc.com

QUOTING SHEET

Date: July 25, 2024.

From: Mike Robinson

Project Name: Kissler School

Location: Wilkes Barre, Pa.

We are pleased to quote the following:

Scope of work: Music Room.

1ea Take out exterior broken glass and replace with new.

Base
\$625.00
-Tax Included-

We include:

Exterior glass to be bronze 5/8" insulated annealed. Approximately 60 3/8" x 20 3/8"

Base
\$6,025.00
-Tax Included-

Scope of work: Exterior door

1ea Take out exterior two single aluminum doors and replace with new. (reuse existing hardware)

We include:

Exterior framing to be Kawneer 450 center glaze.

Exterior doors to be Kawneer wide style with 10" bottom rails

Install of existing aluminum door hardware.

Aluminum finish to be bronze anodized

Exterior glass to be bronze 1" insulated tempered

Exclusions:

Master keyed cylinders, door hardware, wood blocking, patching, sanding, priming, permits, painting, temporary enclosures, temporary doors, protection from and replacement of damage or breakage by others, tear out of existing frames, final cleaning or any other item or service not specifically mentioned above. Fire rated frames. Verification of substrate of other trades. Performance and payment bonds. Liquidated damages.

Pricing is contingent on all work being done Monday – Friday between the hours of 7am – 5pm.

PERSONNEL COMMITTEE

Dr. James Susek, Chairperson

TO: The President and Members of the Wilkes-Barre Area School Board

The Personnel Committee respectfully submits the following report and recommendations.

All appointments are made pending District Review of the Approved State Budget, the receipt of PDE required clearances, certifications, and any applicable pre-employment drug test.

A. Agreement

1. That approval be given to the Affiliated Site Agreement between the Wilkes-Barre Area School District and University of Phoenix. **"EXHIBIT DD"**

B. Act 93

1. That _____ be appointed an Assistant Principal at Teacher Daily Rate (WBAEA Matrix Step 15 and current approved credits) *210 units effective September 3, 2024.
2. That _____ be appointed an Assistant Principal at Teacher Daily Rate (WBAEA Matrix Step 15 and current approved credits) *210 units effective September 3, 2024.
3. That _____ be appointed a _____ at a salary of _____.
4. That the salary of the Talent Acquisition Associate be increase by \$5,000 effective July 1, 2024.

C. Professionals

1. That the resignation of **Ethan Rioiox** be accepted.
2. That the resignation of **Danielle Saccente** be accepted.
3. That the resignation of **Junell Guarneri** be accepted.
4. That the resignation of **Dale Streletz** be accepted.
5. That **Keli Yevonishon's** request for a sabbatical for the 1st Semester of the 2024-2025 school year be approved.

PERSONNEL COMMITTEE

Dr. James Susek, Chairperson

6. That **Jenny Wilczak's** request for a sabbatical for the 2024-2025 school year be approved.
7. That **Beth Gagliardi's** request for a sabbatical for the 2024-2025 school year be approved.
8. That **Lauren Letteer's** request for unpaid leave until April 30, 2026 be approved.
9. That **Jennifer Welgosh's** request for unpaid leave for the 2024-2025 school year be approved.
10. That **Ashley Filipek Pasquariello's** request for unpaid leave for the 2024-2025 and 2025-2026 school years be approved.
11. That **Jennifer Shaffer** be appointed a professional employee as a Music Teacher effective the first day of the 2024-2025 school year.
12. That **Cindy Berry** be appointed a temporary professional employee as an ESL Teacher effective the first day of the 2024-2025 school year.
13. That **Brittney Nastawa** be appointed a Long-Term Substitute 4-8 Teacher for the 2024-2025 school year.
14. That **Cassandra Merrill** be appointed a Long-Term Substitute ESL Teacher for the 2024-2025 school year.
15. That **Daisy Sosa-Terron** be appointed a Long-Term Substitute ESL Teacher for the 2024-2025 school year.
16. That **Jada Exter** be appointed a Long-Term Substitute Spanish Teacher for the 2024-2025 school year.
17. That **Rachel Wallace** be appointed a temporary professional employee as an English Teacher effective the first day of the 2024-2025 school year.
18. That **Dina Clark** be appointed a Long-Term Substitute Art Teacher for the 2024-2025 school year.
19. That **Joshua Schiowitz** be appointed a temporary professional employee as an Art Teacher effective the first day of the 2024-2025 school year.
20. That **Omego Castellano** be appointed a temporary professional employee as an Art Teacher effective the first day of the 2024-2025 school year.

PERSONNEL COMMITTEE

Dr. James Susek, Chairperson

21. That **Jeffrey Weems** be appointed a temporary professional employee as a Social Studies Teacher effective the first day of the 2024-2025 school year.
22. That **Brian Minich** be appointed a temporary professional employee as a Social Studies Teacher effective the first day of the 2024-2025 school year.
23. That **John Marianacci** be appointed a temporary professional employee as an English Teacher effective the first day of the 2024-2025 school year.
24. That **Mary Evelyn Kasper** be appointed a temporary professional employee as a Reading Teacher effective the first day of the 2024-2025 school year.
25. That **Katie Anderson** be appointed a temporary professional employee as an Elementary Teacher effective the first day of the 2024-2025 school year.
26. That **Genevieve Gorham** be appointed a Long-Term Substitute Elementary Teacher for the 2024-2025 school year.
27. That **Chelsea Cornelius** be appointed a temporary professional employee as an Elementary Teacher effective the first day of the 2024-2025 school year.
28. That **Vanessa Richeon** be appointed a Long-Term Substitute Elementary Teacher for the 2024-2025 school year.
29. That **Abigal Shiner** be appointed a temporary professional employee as an Elementary Teacher effective the first day of the 2024-2025 school year.
30. That **Amanda Lescoe** be appointed a temporary professional employee as an Elementary Teacher effective the first day of the 2024-2025 school year.
31. That **Vanessa Dankovitch** be appointed a temporary professional employee as an Elementary Teacher effective the first day of the 2024-2025 school year.
32. That **Liam Flynn** be appointed a Long-Term Substitute Elementary Teacher for the 2024-2025 school year.
33. That **David Cooper** be appointed a temporary professional employee as a Special Education Teacher effective the first day of the 2024-2025 school year.
34. That **Logan Padden** be appointed a temporary professional employee as a Special Education Teacher effective the first day of the 2024-2025 school year.

PERSONNEL COMMITTEE

Dr. James Susek, Chairperson

35. That _____ be appointed a Long-Term Substitute 4-8 Teacher for the 2024-2025 school year.
36. That _____ be appointed a Long-Term Substitute Reading Teacher for the 2024-2025 school year.
37. That _____ be appointed a Long-Term Substitute Special Education Teacher for the 2024-2025 school year.
38. That _____ be appointed a Long-Term Substitute Special Education Teacher for the 2024-2025 school year.
39. That _____ be appointed a Long-Term Substitute Math Teacher for the 2024-2025 school year.
40. That _____ be appointed a temporary professional employee as an Elementary Teacher effective the first day of the 2024-2025 school year.
41. That _____ be appointed a temporary professional employee as an Elementary Teacher effective the first day of the 2024-2025 school year.
42. That _____ be appointed a Long-Term Substitute School Nurse for the 1st Semester of the 2024-2025 school year.
43. That _____ be appointed a Long-Term Substitute 4-8 Teacher for the 2024-2025 school year.
44. That _____ be appointed a Long-Term Substitute 4-8 Teacher for the 2024-2025 school year.
45. That _____ be appointed a Long-Term Substitute Elementary Teacher for the 2024-2025 school year.
46. That _____ be appointed a Long-Term Substitute Elementary Teacher for the 2024-2025 school year.

D. Secretaries & Teachers' Associates

1. That the resignation of **Karen Hughes** be accepted.

PERSONNEL COMMITTEE

Dr. James Susek, Chairperson

2. That _____ be appointed a 12 Month Secretary, Level IV, Payroll.
3. That _____ be appointed a 10 Month Secretary, Level I.
4. That _____ be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
5. That _____ be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
6. That _____ be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
7. That _____ be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
8. That _____ be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
9. That _____ be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
10. That _____ be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
11. That _____ be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
12. That _____ be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
13. That _____ be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
14. That _____ be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
15. That _____ be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
16. That _____ be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.

PERSONNEL COMMITTEE

Dr. James Susek, Chairperson

17. That _____ be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
18. That _____ be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
19. That _____ be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
20. That _____ be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
21. That _____ be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
22. That _____ be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
23. That _____ be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
24. That _____ be appointed Part Time Teacher's Associate (Paraprofessional/PCA) 20 hours per week.
25. That _____ be appointed Part Time Teacher's Associate (Paraprofessional/PCA) 20 hours per week.
26. That _____ be appointed Part Time Teacher's Associate (Paraprofessional/PCA) 20 hours per week.
27. That _____ be appointed Part Time Teacher's Associate (Paraprofessional/PCA) 20 hours per week.
28. That _____ be appointed Part Time Teacher's Associate (Paraprofessional/PCA) 20 hours per week.
29. That _____ be appointed Part Time Teacher's Associate (Paraprofessional/PCA) 20 hours per week.
30. That _____ be appointed Part Time Teacher's Associate (Paraprofessional/PCA) 20 hours per week.

PERSONNEL COMMITTEE

Dr. James Susek, Chairperson

31. That _____ be appointed Part Time Teacher's Associate (Paraprofessional/PCA) 20 hours per week.
32. That _____ be appointed Part Time Teacher's Associate (Paraprofessional/PCA) 20 hours per week.
33. That _____ be appointed Part Time Teacher's Associate (Paraprofessional/PCA) 20 hours per week.
34. That _____ be appointed Part Time Teacher's Associate (Paraprofessional/PCA) 20 hours per week.
35. That _____ be appointed Part Time Teacher's Associate (Paraprofessional/PCA) 20 hours per week.

E. Custodians, Maintenance and Housekeepers

1. That the resignation of **Paul Reese** be accepted.
2. That the resignation of **Alecia Trout** be accepted.
3. That the resignation of **Zachary Dixon** be accepted.
4. That the resignation of **Taja Carter** be accepted.
5. That the resignation of **Mackenzie Dubranski** be accepted.
6. That **Kenyai Dickers's** request for unpaid leave for August 28, 2024 through September 20, 2024 be accepted.
7. That **Richard Colorusso** be appointed Head Custodian effective July 1, 2024.
8. That **Dave Oldziejewski's** request for unpaid leave for May 10, 2024, May 24, 2024, June 21, 2024, and June 28, 2024 be accepted.
9. That _____ be appointed a Grade I Custodian.
10. That _____ be appointed a Grade I Custodian.
11. That _____ be appointed a Grade I Custodian.
12. That _____ be appointed a Part Time Custodian.

PERSONNEL COMMITTEE

Dr. James Susek, Chairperson

13. That _____ be appointed a Part Time Custodian.

F. Crossing Guards

1. That _____ be appointed a Substitute Crossing Guard.

G. Athletics

1. That the resignation of **Harlan Tabron** as Girls Basketball Junior High Head Coach be accepted.
2. The following appointments are made for the sports season and will be continued on a season to season basis unless the post is declared vacant by the Board of School Directors. All appointments are effective upon all PDE required clearances and documents being submitted.

Girls Tennis Varsity Head Coach

Cross Country Varsity Assistant Coach

Cross Country Junior High Head Coach

CO-ED Volleyball Junior High Assistant Coach

Girls Soccer Junior High Head Coach

Girls Soccer Junior High Assistant Coach

Volunteer Girls Soccer Junior High Coach

Dr. James Susek, Chairperson



UNIVERSITY OF PHOENIX SCHOOL AFFILIATION AGREEMENT

This Affiliation Agreement made and entered into this 15th day of July, 2024, by and between The University of Phoenix, Inc., an Arizona for-profit corporation, hereinafter referred to as the "UNIVERSITY" and Wilkes-Barre Area School District, an entity domiciled in the State of Pennsylvania, hereinafter referred to as the "SCHOOL."

I. PURPOSE

The purpose of this Agreement is to provide education experiences for selected UNIVERSITY students, hereinafter "STUDENTS", which take place at the SCHOOL and in which the SCHOOL will participate.

II. OBLIGATIONS OF THE UNIVERSITY

1. The UNIVERSITY will offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.
2. The UNIVERSITY will keep all records and reports on STUDENT experiences in accordance with UNIVERSITY policy and regulatory requirements.
3. The UNIVERSITY will plan with the SCHOOL, in advance, its schedule of STUDENT assignments to the designated areas, including dates and numbers of STUDENTS.
4. The UNIVERSITY agrees to inform STUDENTS that STUDENTS shall be responsible for following the rules and regulations of the SCHOOL, including recognition of the confidential nature of information regarding pupils and their records.
5. The UNIVERSITY will provide to the SCHOOL a copy of course objectives for the learning experience. The SCHOOL, together with the UNIVERSITY, will make arrangements for evaluating the learning experience.
6. For STUDENTS enrolled in the UNIVERSITY teacher licensure program, the UNIVERSITY will assign a Faculty/Site Supervisor who will collaborate with the SCHOOL'S Cooperating Teacher. For purposes of this Agreement, the term "Cooperating Teacher" shall be defined as the district educator who has been assigned to supervise the STUDENT.

For STUDENTS enrolled in The UNIVERSITY principal licensure program, the UNIVERSITY will assign a Faculty/Site Supervisor who will collaborate with the SCHOOL'S Mentor. For purposes of this Agreement, the term "Mentor" shall be defined as the district school administrator who has been assigned to supervise the STUDENT.

7. STUDENTS are not employees, agents, subcontractors or representatives of the UNIVERSITY.

8. To help defray costs associated with the placement of STUDENTS at the SCHOOL, the UNIVERSITY shall pay compensation in accordance with Exhibit A, attached hereto and incorporated herein, upon completion of STUDENT'S assignment at the SCHOOL, or at such other time as the parties agree.

III. OBLIGATIONS OF THE SCHOOL

1. The SCHOOL shall maintain sole responsibility for the instruction, education and welfare of its pupils. SCHOOL shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils.
2. The SCHOOL agrees that STUDENTS assigned to it for counseling, administration, teaching, and/or observation experiences are under the supervision, control, and responsibility of the SCHOOL.
3. The SCHOOL shall retain the right, in its sole discretion, to request the removal of any individual from any area of the SCHOOL premises. STUDENTS shall be instructed by the UNIVERSITY to promptly and without protest leave an area whenever they are requested to do so by an authorized SCHOOL representative.
4. The SCHOOL shall provide as required by the degree program either qualified Cooperating Teachers and/or Mentors for STUDENTS. Cooperating Teachers and/or Mentors will be resource persons for STUDENTS and UNIVERSITY faculty while at the SCHOOL. Cooperating Teachers and/or Mentors selected by SCHOOL will: a) assist in orienting STUDENTS to the SCHOOL, the classroom, administrative staff and the pupils; b) explain all applicable SCHOOL and district policies, rules, and regulations to STUDENTS; c) provide prompt and substantive feedback to STUDENTS regarding all performance activities and interactions with SCHOOL personnel, pupils, and parents; d) complete evaluations of STUDENTS' progress and submit them to the University Faculty/Site Supervisor, after reviewing them with the applicable STUDENT; e) immediately inform the University Faculty/Site Supervisor of any concerns regarding a STUDENT; f) establish a time to meet and discuss with STUDENTS their activities, impressions, reflections, and suggestions for goals and areas of improvement; g) for teacher candidates supervise STUDENTS on a daily basis if the Cooperating Teacher is absent from the classroom for any reason, a certified substitute must be assigned to the classroom. Under no circumstance can a STUDENT, even if he/she is certified, serve as the substitute of record during the student teaching experience unless a separate agreement has been negotiated in writing by the SCHOOL and the UNIVERSITY.
5. The SCHOOL shall provide to UNIVERSITY and STUDENTS the policies and procedures and other relevant materials to allow STUDENTS to function appropriately within the SCHOOL.
6. STUDENTS assigned to the SCHOOL shall follow the SCHOOL'S protocols for health and safety. The SCHOOL will provide necessary emergency medical services to STUDENTS.
7. The SCHOOL shall permit STUDENTS access to the library facilities/curriculum laboratories available to their personnel. STUDENTS may not remove materials from the SCHOOL without appropriate approval.
8. The SCHOOL shall keep confidential and shall not disclose to any person or entity (a) STUDENT applications; (b) STUDENT health records or reports; and/or (c) any STUDENT records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, concerning any STUDENT participating in the education experiences

provided by SCHOOL, unless such disclosure is authorized by the STUDENT or is ordered by a court of competent jurisdiction. SCHOOL shall adopt and enforce policies and procedures necessary to protect the confidentiality of STUDENT records as defined herein.

9. For teacher candidates: STUDENTS shall not be considered employees or agents of the SCHOOL with the exception of STUDENTS who are current teachers of record and are approved by the UNIVERSITY and SCHOOL to complete their teaching internship (clinical practice) in their own classroom.

For principal candidates: STUDENTS shall not be considered employees or agents of the SCHOOL with the exception of STUDENTS who are current teachers of record (including teacher leaders, instructional coaches, etc.) and are approved by the UNIVERSITY and SCHOOL to complete their administrative internship at their school site.

IV. INDEMNIFICATION

1. Each party (the "Indemnifying Party") shall indemnify, defend and hold harmless at the request of the other party (the "Indemnified Party") from and against any and all claims, losses, liabilities, costs, and expenses including reasonable attorney's fees, established by judgment or alternative resolution award, arising from (a) any material breach of this Agreement or (b) the negligent acts or omissions in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
2. UNIVERSITY and SCHOOL shall provide prompt notification to one another and, to the extent allowed by law, shall reasonably cooperate with one another in the defense of, any lawsuits, claims, or threatened claims that pertain to services provided pursuant to this Agreement.

V. INSURANCE

1. UNIVERSITY and SCHOOL each shall maintain, as a minimum, Commercial General Liability Insurance written on an occurrence basis with insurance companies acceptable to the other party for limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, as assurance of its accountability for any such losses, claims, liabilities, or expenses.
2. Upon written request, a party shall provide the other party with a certificate evidencing such insurance coverage.
3. Insurance required by UNIVERSITY to be maintained hereunder may be provided under: (a) an individual policy; (b) a blanket policy or policies which may include other liabilities, properties and locations of UNIVERSITY or its affiliates; (c) a plan of self-insurance, provided that UNIVERSITY or any guarantor of UNIVERSITY'S obligations under this Agreement maintains, during the period of such self-insurance, a net worth of at least Fifty Million Dollars (\$50,000,000); or (d) a combination of any of the foregoing insurance programs.

VI. REPRESENTATIONS AND WARRANTIES

1. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.

VII. GENERAL PROVISIONS

1. Neither the SCHOOL nor the UNIVERSITY will discriminate against any person because of race, color, religion, sex, or national origin, nor discriminate against any STUDENT or student applicant with a disability pursuant to law as set forth in the Americans with Disabilities Act.
2. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the UNIVERSITY and the SCHOOL and their employees, STUDENTS, or agents, but rather is an Agreement by and among two independent contractors. Each STUDENT is placed with the SCHOOL in order to receive educational experience as part of the academic curriculum; duties performed by a STUDENT are not performed as an employee of the SCHOOL but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by SCHOOL personnel. Unless required under state law, the SCHOOL nor the UNIVERSITY is required to provide workers' compensation coverage for the STUDENTS participating in the educational experience. UNIVERSITY acknowledges that nothing in this Agreement shall be construed to confer any right upon the UNIVERSITY or UNIVERSITY personnel to participate in, control, or direct operations at the SCHOOL.
3. The SCHOOL shall timely notify the UNIVERSITY when any UNIVERSITY employee or STUDENT has been involved in a reported incident and the UNIVERSITY shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident.
4. In the event SCHOOL does not agree to the compensation set forth in Exhibit A, SCHOOL and its employees shall not be entitled to compensation from the UNIVERSITY for services or actions of benefit to the UNIVERSITY which are part of or related to the educational program, however, as a professional courtesy, the Cooperating Teacher and/or Mentor may be entitled to payment of the reasonable and customary honorarium or, alternatively, may at some campuses have the opportunity to enroll in a UNIVERSITY course upon completion of the supervisory assignment.
5. This Agreement constitutes the entire agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertaking of the parties pertaining to the referenced subject matter.
6. Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the UNIVERSITY and the SCHOOL. The parties may assign this Agreement and any of its rights and/or obligations hereunder without the consent of the other party.
7. No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the party waiving the breach.

8. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
9. This Agreement is not intended to create any rights or interests for any other person or entity other than the SCHOOL or the UNIVERSITY.
10. This Agreement will be governed by the laws of the State of Pennsylvania and shall in all respects be interpreted, enforced, and governed by Pennsylvania laws.

VIII. DISPUTE RESOLUTION

1. In the event a controversy, claim or dispute ("Dispute") arising out of or relating to this Agreement arises between the Parties, either Party may request by notice to the other Party that the dispute be escalated to the Parties' respective senior management personnel. Upon request, each Party's respective senior management personnel will conference by telephone or in person with the other Party's senior management personnel within a reasonable period of time not to exceed fifteen (15) calendar days of such notice to determine if the dispute may be resolved. If such senior management personnel are unable to resolve the dispute within thirty (30) calendar days of such meeting, either Party may resort to alternate dispute resolution such as mediation or otherwise seek recourse from the courts. Either Party may seek injunctive or other urgent equitable relief at any time. The parties agree that any dispute between them shall be litigated in the Court of Common Pleas of Luzerne County Pennsylvania and the UNIVERSITY consents to the personal jurisdiction of the Court of Common of Luzerne County.

IX. TERM AND NOTICE

1. This Agreement shall become effective on July 15, 2024, and shall remain in effect until terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other party of its intention to terminate. Notwithstanding any such termination, all STUDENTS already enrolled in and participating in education experiences at SCHOOL at the time of the notice of termination shall be given a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their education experiences at SCHOOL.
2. Any notice given under this Agreement may be given by personal delivery, overnight air express, email, or certified United States mail. Notice shall be deemed to be given (a) upon actual receipt; (b) upon delivery confirmation if by email; or (c) five (5) business days after mailing, if the notice is by United States mail, return receipt requested. Notice under this Agreement shall be given to the parties at the following addresses or to such other persons or places as either party may from time to time designate by written notice to the other party.

If to the UNIVERSITY: University of Phoenix
College of Education
4035 S. Riverpoint Parkway
Phoenix, AZ 85040

With a copy to: University of Phoenix
University Legal Services
4035 S. Riverpoint Parkway
Phoenix, AZ 85040

If to the SCHOOL: Wilkes-Barre Area School District
730 S. Main Street
Wilkes-Barre, PA 18711

X. Counterparts and Electronic Signatures

1. The SCHOOL and the UNIVERSITY may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed electronically. An electronic signature shall be deemed an original and fully enforceable and admissible in any legal proceeding. Delivery of an executed counterpart signature page is an effective as executing and delivering this Agreement in the presence of the other party to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party(ies). In proving this Agreement, the SCHOOL or the UNIVERSITY must produce or account only for the executed counterpart of the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first subscribed above.

UNIVERSITY:

SCHOOL:

Signature

Signature

Name

Name

Title

Title

Phone

Phone

E-mail address

E-mail address

Date

Date

EXHIBIT A

In accordance with Section II, paragraph 8, UNIVERSITY shall compensate the following upon completion of the STUDENT's assignment:

Cooperating Teacher/Mentor	<u>\$500.00/per</u> student teaching assignment OR administrative intern
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RESOLUTION # 1

WILKES-BARRE AREA SCHOOL DISTRICT BOARD OF SCHOOL DIRECTORS

RESOLUTION TO REAUTHORIZE THE CHARTER FOR THE OPERATION OF BEAR CREEK COMMUNITY CHARTER SCHOOL

WHEREAS, the Pennsylvania Charter School Appeals Board voted to approve a charter to operate a public charter school known as Bear Creek Community Charter School at a public meeting held on August 31, 2004 in Harrisburg, Pennsylvania; and

WHEREAS, pursuant to the authority vested in the Board of School Directors of Wilkes-Barre Area School District under the Public School Code of 1949, as amended, and the Charter School Law of 1997, as amended, 24 P.S. § 17-1701-A, et seq., a charter was granted on September 1, 2004 to Bear Creek Community Charter School to operate a public charter school at 2000 Bear Creek Boulevard, Bear Creek Township, PA 18702; and

WHEREAS, the Board of School Directors of Wilkes-Barre Area School District approved modifications to the original charter by resolutions dated July 27, 2006 and April 11, 2007; and

WHEREAS, on March 11, 2009 the Board of School Directors of Wilkes-Barre Area School District reauthorized the charter to operate Bear Creek Community Charter School for an additional five (5) year period commencing on September 1, 2009 and ending on August 30, 2014; and

WHEREAS, on February 10, 2014 the Board of School Directors of Wilkes-Barre Area School District reauthorized the charter to operate Bear Creek Community Charter School for an additional five (5) year period commencing on August 31, 2014 and ending on August 31, 2019, along with modifications to the original charter; and

WHEREAS, on June 25, 2018 the Board of School Directors of Wilkes-Barre Area School District reauthorized the charter to operate Bear Creek Community Charter School for an additional five (5) year period commencing on August 31, 2019 and ending on August 31, 2024, along with modifications to the original charter; and

WHEREAS, Bear Creek Community Charter School is seeking approval from the Board of School Directors of Wilkes-Barre Area School District for charter reauthorization for a subsequent five (5) year term beginning August 31, 2024 and ending on August 31, 2029; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD SCHOOL DIRECTORS OF WILKES-BARRE AREA SCHOOL DISTRICT that it does hereby approve the reauthorization of Bear Creek Community Charter School for an additional five (5) year period commencing on August 31, 2024 and ending on August 31, 2029; and

BE IT FURTHER RESOLVED that the Board of Trustees of Bear Creek Community Charter School shall operate the charter school in accordance with the provisions of the Charter School Law of 1997, as amended, 24 P.S. §17-1701-A, *et seq.*, any amendments thereto enacted during the term of this charter and any regulations or standards applicable to charter schools; and

BE IT FURTHER RESOLVED that the reauthorization of this charter is specifically contingent upon operation of the charter school in strict adherence to the terms of the Charter School Application submitted by the Board of Trustees and approved by the State Charter School Appeal Board, except to the extent subsequently modified by the Wilkes-Barre School District, or modified herein; and

BE IT FURTHER RESOLVED that Bear Creek Community Charter School shall ensure that all established goals will meet the minimum requirements of the Every Student Succeeds Act (ESSA); and

BE IT FURTHER RESOLVED that the Charter and the Charter School Application constitute a legally binding agreement for the term set forth above and the terms of said agreement cannot be changed absent a written amendment to this charter; and

BE IT FURTHER RESOLVED that this charter may be renewed for additional periods of five (5) years duration and upon any such renewal, a new charter shall be executed by the parties; and

BE IT FURTHER RESOLVED that this charter can only be terminated in accordance with the provisions of applicable law.

RESOLVED BY THE BOARD OF SCHOOL DIRECTORS OF THE WILKES-BARRE AREA SCHOOL DISTRICT this ____ day of _____, 2024.

For the Board of School Directors of Wilkes-Barre Area School District

Board President

Board Secretary

For the Board of Trustees of Bear Creek Community Charter School

David Blazejewski, Board President

Jim Smith, Board Secretary

RESOLUTION #2

*A Resolution of the Wilkes Barre Area School District Providing Tax Exemption for New Construction
when determined to be Deteriorated Areas under the Local Economic
Revitalization Tax Assistance Act*

WHEREAS, under the Local Economic Revitalization Tax Assistance Act ("LERTA"), 72 P.S. §4722 et seq., the Wilkes Barre Area School District is a local taxing authority that has the power to provide tax exemption for new construction in "deteriorated areas"; and

WHEREAS, the Board of School Directors of the Wilkes Barre Area School District has the authority to levy, establish, alter, and/or abolish taxes and assessments except as may be limited by the Home Rule Charter or applicable law; and

WHEREAS, it is anticipated that the Plains Township Board of Supervisors believe that providing tax exemptions under LERTA will encourage new industrial, commercial, and business development in the deteriorate areas, and in turn lead to additional tax revenue for Plains Township, the Wilkes- Barre Area School District and Luzerne County; and

WHEREAS, the County Council of Luzerne County has already passed a Resolution finding that providing tax exemptions under LERTA will encourage new industrial, commercial, and business development in the deteriorate areas, and in turn lead to additional tax revenue for the Wilkes-Barre Area School District, Plains Township and Luzerne County; and

WHEREAS, pursuant to the LERTA Statute, Plains Township is anticipated to adopt an Ordinance granting LERTA tax assistance in accordance with the procedure set forth in the LERTA Statute; and

WHEREAS, certain land to be developed by Valley Crest Real Estate, LP's, as more fully described in Exhibit A attached to this Resolution and incorporated by reference is within the area designated by both Plains Township as "Deteriorated Property" as set forth in the Ordinances, and is therefore entitled to an exemption from municipal real property taxes under LERTA for a period often (10) years; and

WHEREAS, Valley Crest Real Estate, LP, by Resolution adopted by Luzerne County Council on December 5, 2023, received from Luzerne County, and will request from Plains Township, a grant of tax exemption for certain "improvements" to be constructed on the real estate more fully described in Exhibit A; and

WHEREAS, Valley Crest Real Estate, LP has already represented to Luzerne County and will represent to Plains Township, the project as shown on the site concept plan situate in Plains Township shall consist of the construction of 400,000 Square Feet of commercial space; and

WHEREAS, it is anticipated that Plains Township will approved Valley Crest Real Estate, LP's request for LERTA designation at a public meeting on a date to be determined and

WHEREAS, Luzerne County approved Valley Crest Real Estate, LP's request for LERTA designation at a public meeting on December 5, 2024 and enacted Resolution No. 2023-168; and

WHEREAS, the Wilkes Barre Area School District believes that providing tax exemptions under LERTA will encourage new industrial, commercial, and business development in the deteriorated areas defined by the Plains Township Board of Supervisors and the, Wilkes-Barre Area School District, and Luzerne County; and

NOW, BE IT RESOLVED BY the Board of School Directors of the Wilkes Barre Area School District, as follows:

SECTION ONE. Incorporation of Preamble.

The provisions set forth above in the preamble to this Resolution are incorporated herein by reference in their entirety.

SECTION TWO. Definitions.

The below terms will be defined as follows for the purposes of this Resolution.

2.1 "Deteriorated Property" means any industrial, commercial or other business property located in an eligible deteriorating area as defined hereinafter, or any such property which has been the subject of an order of a governmental agency requiring the property to be vacated, condemned or demolished by reason of non-compliance with laws, ordinances or regulations.

2.2 "Improvement" means repair, new construction or reconstruction, building alterations or additions, having the effect of rehabilitating deteriorated property so that it becomes habitable or attains higher standards of safety, heal economic use or amenity or is brought into compliance with laws, ordinances or regulations governing such standards. Ordinary upkeep or maintenance shall not be deemed an improvement.

2.3 "Deteriorated Area" means the real estate located in Plains Township that the County and Plains Township has designated as deteriorated areas.

SECTION THREE. Exemptions.

3.1 The amount to be exempted from real estate taxes is limited to that portion of the additional assessment attributable to the actual cost of new construction in the Deteriorated Area or improvements to the Deteriorated Property, the applicant is responsible for paying all applicable Wilkes Barre Area taxes not associated with the new improvements.

3.2 The exemption from real estate taxes is limited to improvements or new constructions for which an exemption has been requested in the manner set forth in this Resolution. All other applicable Wilkes Barre Area School District property taxes are not exempt and must be paid.

3.3 The exemption commences on the date that the improvement or new construction is assessed by the Luzerne County Assessor's Office. At that time, the said improvements will be exempt according to the following schedule:

Year 1 through Year 5: 90% Property Tax Abatement as referenced above.

Year 6: 85% Property Tax Abatement as referenced above.

Year 7: 80% Property Tax Abatement as referenced above.

Year 8: 75% Property Tax Abatement as referenced above.

Year 9: 70% Property Tax Abatement as referenced above.

Year 10: 60% Property Tax Abatement as referenced above.

In no way shall the property tax exemption for LERTA continue beyond the tenth (10th) year following the final assessment of eligible real property Improvements. Approval by the Wilkes Barre Area School District is subject to approvals by Plains Township and Luzerne County of LERTA and the granting of a Deteriorated Area for the subject development.

3.4 The exemption from taxes granted under this Resolution does not terminate upon the sale or exchange of the property.

SECTION FOUR. Procedure for Obtaining Exemption.

4.1 Any person desiring tax exemption under this Resolution ("Applicant") shall submit an application with the Luzerne County Tax Assessor's Office. The Applicant shall submit the application within forty-five (45) days of receiving the building permit the improvement or new construction, if the improvement or new construction does not require a building permit, the Applicant shall submit the application within forty-five (45) days of commencing the construction. The application must be in writing and must provide the following information:

4.1.1 the name of the owner or owners of the deteriorated area;

4.1.2 the date the building permit was issued for the improvement or new construction (if applicable); and

4.1.3 the date when the Applicant commenced the construction for the improvement or new construction ("if applicable"); and

4.1.4 the location of the property including tax parcel identification numbers; and

4.1.5 a brief description of the proposed improvement or new construction; and

4.1.6 estimated costs of the improvement or new construction; and

4.1.7 any other information that Luzerne County may require.

4.2 Upon completion of the improvement or new construction, the Applicant shall notify the Luzerne County Tax Assessor's Office by writing that the improvement or new construction is complete. The Luzerne County Tax Assessor's Office shall then separately assess the new construction or improvement and calculate the amount of the assessment eligible for tax exemption in accordance with the limits established by this Resolution. The Luzerne County Tax Assessor's Office shall then notify the Applicant, Plains Township, Luzerne County, and the Wilkes-Barre Area School District of the reassessment and the amount of the assessment eligible for the exemption

4.3 Any Local Taxing Authorities may appeal the reassessment and the amount eligible for exemption as provided by law.

4.4 The cost of the new construction or improvements to be exempted existing at the time of the initial request for tax exemption shall be applicable to that exemption request, and subsequent amendment to this Resolution, if any, shall not apply to the adoption of any such amendment.

SECTION FIVE. Termination Date.

An application for exemption may be made at any time within ten years from the effective date of this Resolution. All qualified applications under this Resolution are eligible for the entire ten year exemption schedule.

SECTION SIX. Extension.

The Wilkes Barre Area School District will not extend the time for filing an application for exemption.

SECTION SEVEN. Revocation of LERTA Exemption. The exemption from real estate taxes provided for herein shall be forfeited by the Applicant and/or any subsequent owner of the real estate for the failure to pay any nonexempt real estate taxes by the last day of the time period to pay such taxes in the penalty period. Upon receipt of the notice of nonpayment of nonexempt real estate taxes, the Wilkes Barre Area School District shall discontinue the LERTA exemption.

SECTION EIGHT. Amendments.

No amendments to this Resolution are effective unless the Board of Directors of the Wilkes Barre Area School District consents to the amendment by Resolution.

SECTION NINE. Repealer.

This Resolution repeals any other resolution or ordinance inconsistent with this Resolution.

SECTION TEN. Severability.

If any part of this Resolution is unenforceable to any extent for any reason, the rest of the Resolution will remain fully enforceable.

SECTION ELEVEN. Effective Date.

This Resolution shall become effective fifteen (15) days from the date of enactment.

SECTION TWELVE. Further Authorization.

The administration and officials for Wilkes-Barre School District are directed and authorized to take any action needed to carry out the intent of this Resolution including filling in the dates and resolution numbers intentionally left blank.

ADOPTED at a meeting of the Wilkes Barre Area School District held August 5, 2024.

WILKES BARRE AREA BOARD OF SCHOOL DIRECTORS

By: _____
Board President

Attest: _____
Board Secretary

Exhibit A
Deteriorated Property

**RESOLUTION OF THE PLANNING COMMISSION OF THE TOWNSHIP OF
PLAINS CERTIFYING AN AREA AS A REDEVELOPMENT AREA**

WHEREAS, the Planning Commission of the Township of Plains advises the Board of Commissioners of the Township of Plains in matters related to land uses in the Township; and

WHEREAS, the Planning Commission of the Township of Plains is familiar with conditions existing in the 62 acre site formerly known as the Luzerne County Nursing Home Property as described in the attached "Exhibit A" (the "Project"); and

WHEREAS, the Project has approximately 261,000 SF in building area and has been vacant since 2007; and

WHEREAS, the Project has buildings with asbestos present, and

WHEREAS the Planning Commission of the Township of Plains finds that the Project presents one or some of the following characteristics which warrant its being considered a redevelopment area within the meaning of the Urban Redevelopment Law of 1945, P. L. 991, as amended:

- A) Unsafe, unsanitary, inadequate and overcrowded conditions of dwellings therein
- B) Inadequate planning of the area
- C) Excessive land coverage of the buildings thereon
- D) Lack of proper light and air and open space
- E) Defective design and arrangement of the buildings thereon
- F) Faulty street and lot layout
- G) Economically or socially undesirable land uses

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the Township of Plains that it is found and determined that the Project is a blighted area based on one or some of the conditions enumerated above and:

That the above-described area is hereby certified to the Board of Commissioners of the Township of Plains as a "Redevelopment Area" within the meaning of the Urban Redevelopment Law of 1945, P.L. 991, as amended.

I hereby certify that the foregoing resolution is a true and correct copy of the Resolution adopted by the Planning Commission of the Township of Plains at its meeting held on
April 7 , 2016

ATTEST

Secretary

(SEAL)

Chairman

Land Use and Conditions Map for the Plains TIF District



Existing Land Use: Vacant former Nursing Home

Requirements Satisfied for Designation as Blighted Property Under the PA Urban Redevelopment Law

- 1) Deteriorated Structures
- 2) Evidence of Large Amounts of Asbestos
- 3) Economically Undesirable Land Uses

RESOLUTION #3

WHEREAS, Azzize Peter, a beloved member of the Wilkes-Barre community, passed away peacefully on Monday, April 8, 2024, at the age of 97; and

WHEREAS, Azzize emigrated to the United States from Lebanon with her husband, Simon Peter, aboard the SS Mohamed Ali El Kebir, arriving in Philadelphia on December 15, 1950, after an almost-month long journey, and ultimately settled in Wilkes-Barre, Pennsylvania; and

WHEREAS, Azzize, upon arriving in Wilkes-Barre, immersed herself in the community, learning to speak, read, and write English, and becoming a lifelong resident and dedicated member of St. Anthony St. George Maronite Church; and

WHEREAS, Azzize cherished her family deeply, enjoying the company of her grandchildren and great-grandchildren, and was known for her exceptional culinary skills, particularly her Lebanese specialties; and

WHEREAS, Azzize had a passion for her "stories," including "Search for Tomorrow," "The Edge of Night," "As The World Turns," "The Guiding Light," and more recently, "The Bold and the Beautiful," "The Young and the Restless," "Judge Judy," and "Fox News"; and

WHEREAS, she was the mother of Simon Peter, Athletic Director at G.A.R. Memorial High School; and

THEREFORE, BE IT RESOLVED, that the Wilkes-Barre Area School District Board of Directors expresses its deepest condolences to her son, Simon Peter; her daughter, Michelle Weinstock, and her entire family, and

BE IT FURTHER RESOLVED that this resolution be recorded in the minutes of the Wilkes-Barre Area School District Board of Directors and that a copy be provided to the family of Azzize Peter as a token of our sympathy, respect, and recognition of her significant contributions to the community, her enduring legacy of love, and her exemplary life as a devoted mother, grandmother, and great-grandmother;

Denise T. Thomas

RESOLUTION #4

WHEREAS, Sylvia W. Phillips passed away at home, surrounded by her loving and devoted family, on Tuesday evening, June 25, 2024, at the age of 87; and

WHEREAS, Sylvia graduated from Edwardsville High School, Class of 1954, and dedicated many years of service as an administrative assistant at Wilkes-Barre City Hall until her retirement; and

WHEREAS, Sylvia was a beloved member of the Kingston Senior Citizen Center community, where she enjoyed playing bingo and cards with her friends and she also delighted in visiting casinos, feeding pennies into the slot machines, and listening to polka music; and

WHEREAS, Sylvia was known as the "Dr. Doolittle" of her neighborhood, welcoming daily visits from her beloved cats, groundhogs, squirrels, deer, and fox,

WHEREAS, Sylvia was affectionately teased by family and friends for her vast knowledge and advice on a wide range of topics, earning her the titles of self-proclaimed meteorologist, pharmacist, doctor, financial advisor, and more; and

WHEREAS, she was the mother of Dr. Rochelle Koury Speier, Assistant to the Superintendent of Administrative and Student Services and

NOW, THEREFORE BE IT RESOLVED that the Wilkes-Barre Area School District Board of Directors expresses its deepest condolences to her devoted husband of 69 years, Theodore Phillips; her daughters, Christine Englehart and Dr. Rochelle Speier, and her son, Theodore Phillips and to her entire family.

BE IT FURTHER RESOLVED that this resolution be recorded in the minutes of the Wilkes-Barre Area School District Board of Directors and that a copy be provided to the family of Sylvia W. Phillips as a token of our sympathy, respect, and recognition of her significant contributions to the community, her enduring legacy of love and creativity, and her exemplary life as a devoted wife, mother, grandmother, and great-grandmother.

Joseph A. Caffrey