

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 Intergovernmental Agreement between the Wilkes-Barre Area School District and the Luzerne Intermediate Unit #18, 368 Tioga Avenue, Kingston, PA to provide programs and services as listed. **“Exhibit A”**
2. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and United Therapy, 84 Yorktown Road, Mountain Top, PA for provision of Physical Therapy Services beginning July 2024 through August 2026 at a cost of \$90 per hour. **“EXHIBIT B”**
3. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and United Therapy, 84 Yorktown Road, Mountain Top, PA for provision of Occupational Therapy Services beginning July 2024 through August 2026 at a cost of \$80 per hour. **“EXHIBIT C”**
4. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and United Therapy, 84 Yorktown Road, Mountain Top, PA for provision of Speech and Language Services beginning July 2024 through August 2026 at a cost of \$90 per hour. **“EXHIBIT D”**
5. That approval be given to the Western Pennsylvania School for the Deaf Transportation Contract for transportation of a student to their Camp Hill location for the 2023-2024 school year at a cost of \$8,500.00. **“Exhibit E”**
6. That approval be given to the Western Pennsylvania School for the Deaf Transportation Contract for transportation of a student to their Camp Hill location beginning on October 12, 2022 through June, 2023 at a cost of \$6,421.05. **“Exhibit F”**
7. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and Pediatra Healthcare, LLC d/b/a AVEANNA Healthcare, to provide healthcare services to students at hourly rates as listed on “Schedule A”. **“Exhibit G”**
8. That approval be given to enter into an agreement between Wilkes-Barre Area School District and FUNctional Connections, LLC to provide ABA based services to the students in the District beginning July 1, 2024 through June 30, 2025. The rates for services are outlined in the agreement. **“Exhibit H”**

CURRICULUM/ADMINISTRATION COMMITTEE

Ned J. Evans, Chairperson

9. The Board of Education of the Wilkes-Barre Area School District approves the closure of the Wolfpack Early Learning Academy, located at 80 Jones St, Wilkes-Barre, PA 18702 at the end of the 2023-2024 school year. This school currently serves a grant-funded pre-K population. The pre-K program will end on June 7, 2024 with no plans to continue into the 2024-2025 school year as funding is no longer available to sustain the program.
10. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and New Story, 1150 Wyoming Avenue, Wyoming, PA, beginning August 15, 2024, through August 14, 2025, a daily rate between \$296.00 and \$536.00, dependent upon the acuity level. **“Exhibit I”**
11. That approval be given to ratify the agreement between Phoenix Center for Rehabilitation and Pediatrics and the Wilkes-Barre Area School District for Occupational Therapy, Physical Therapy and Speech Therapy/Dysphagia Services for the 2024-2025 school year. **“Exhibit J”**
12. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and Specialized Education of Pennsylvania, Inc. (SESI) at the Graham Academy to provide educational services beginning August 1, 2024 through July 31, 2025 at the following daily rates: \$289.00 (regular school year); \$187.00 (extended school year). Other services provided are OT, PT and Speech and Language Therapies at \$150.00 per one (1) hour session; 1:1 Aide \$204.00 per day. Additional services listed are provided at hourly rates are outlined in the agreement. **“Exhibit K”**
13. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and Children’s Service Center of Wyoming Valley for the Therapeutic Educational Program at a cost of \$190.00 per student per day effective the first day of the 2024-2025 school year and ending the last day of the 2024-2025 school year including Extended School Year (ESY) if eligible with appropriate ESY billing rate. **“Exhibit L”**
14. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and Children’s Service Center of Wyoming Valley for the Partial Hospitalization Program at a cost of \$145.00 per student per day effective the first day of the 2024-2025 school year and ending the last day of the 2024-2025 school year including Extended School Year (ESY) if eligible with appropriate ESY billing rate. **“Exhibit M”**
15. That approval be given Memorandum of Understanding between Wilkes-Barre Area School District and Luzerne County Head Start Program, Inc. effective September 3, 2024 through June 6, 2025. **“Exhibit N”**

Ned J. Evans, Chairperson

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made this 15th day of May, 2024 between **WILKES BARRE AREA SCHOOL DISTRICT** of Wilkes-Barre, Pennsylvania ("District") and **LUZERNE INTERMEDIATE UNIT NO. 18** of 368 Tioga Avenue, Kingston, Pennsylvania ("IU"). In consideration of the promises and covenants contained in this agreement, and intending to be legally bound, the parties agree as follows:

Responsibility of the IU

1. During the 2024-2025 school year, as determined by the school calendar adopted by the Board of Directors of the District, the IU shall provide and operate the programs and services enumerated in "Schedule A" attached hereto. For purposes of this agreement, the phrase "programs and services" shall mean the following:

- a. Professional or paraprofessional staff in such numbers and with such certification, licensure, or training as is required to implement this agreement in accordance with all applicable provisions of state and federal law in effect on the above date;
- b. Supervision, administration, classroom management, and evaluation of all professional and paraprofessional staff used to implement this agreement;
- c. Provision of such supplies, equipment, and material, including furniture and assistive technology, as is necessary to implement this agreement and for which the IU incurs or has incurred actual costs, including rental costs, provided, however, that supplies, equipment, and materials that are used exclusively by one student and are not essential to the general operation of the program or service shall remain the responsibility of the district in which the student resides.
- d. Curriculum development and provision of such in-service programs, training, and mentor programs to IU staff as the IU deems necessary to implement this agreement in accordance with state and federal law and the terms of any applicable labor agreements to which the IU is party;
- e. Administrative and clerical support services from departments or programs within the IU other than the special education department, when required in the judgment of the IU for the effective and efficient implementation of this agreement, provided, however, that any portion of the unit cost for any program or service attributable to such administrative or clerical support services shall be equal to the applicable indirect cost rate, if any, established by state or federal law in effect on the above date;

f. Such classroom space and other facilities as are required to implement this agreement in accordance with state and federal law in effect on the above date, to the extent that the program or service is provided or operated in a center that is not owned or leased by the District;

g. Provision of criminal background information on all individuals for whom such information is required by Section III of the Public School Code of 1949, 24 P.S. 1-111.

2. The IU shall ensure that the programs and services provided in accordance with paragraph 1 comply with all requirements of state and federal law in effect on the above date, to the extent that such compliance does not depend on the performance or actions of the District, the Commonwealth or federal government, or any other individual or entity beyond the control of the IU. When compliance with the requirements of the state or federal law, including the provision of a free appropriate public education, depends upon the performance, actions, or cooperation of the District, the IU shall make every effort to advise the District accordingly.

3. On or before July 1, 2024, and annually thereafter on or before May 15 for each ensuing year that the parties renew this agreement, the IU shall establish and shall notify the District in writing of the unit cost of each program or service enumerated in or added to Schedule A for the ensuing year. The IU shall base the unit cost for a program or service on the actual cost that the IU estimates it will incur to provide the program or service in accordance with paragraph 1 during the term of this agreement or any renewal year. These estimated unit costs shall be incorporated into Schedule A and shall thereby be incorporated into this agreement. For purposes of this agreement, the term "unit cost" shall mean:

a. The total, actual cost incurred by the IU for the year in question for the program or service as described in paragraph 1, for which the IU will not receive state or federal funding, divided by the number of ADM's (Actual Daily Memberships), hours or students on the class list or caseload of a program or service;

b. The total, actual cost incurred by the IU for the year in question for the program or service multiplied by the total program or service required by the District. Schedule A, however, is for budgetary purposes. The final charges to the local districts will be based on the final total actual cost incurred by the IU for the year in question for the program or service as described in Paragraph 1 for which the IU will not receive state or federal funding divided by either the number of students on the assignment list for nursing services, and Learning Support Services at Wilkes-Barre Voc Tech and West Side Voc Tech; or the number of ADM's (Actual Daily Memberships) for Emotional Support, Physical Support, Autistic Support, Life Skills Support, Multi Handicapped Support, Hearing Impaired Support (classroom), or the number of sessions assigned for Visually Impaired Support Itinerant students, Hearing Impaired Support Itinerant students, Speech Therapy Support students in IU run Special Education classes, and Physical Therapy, and Occupational Therapy Support services; or the number of Learning Support Classes or Speech Therapists provided to a local district; or the percentage of the actual cost of providing Psychological Services to the local district not provided by federal funding.

4. The IU may adjust upward or down the unit cost for each program or service enumerated in Schedule A to reflect those material or significant changes in the actual costs incurred by the IU to date. The IU shall furnish the District with written notification of this adjustment in the form of a modified Schedule A, which shall become part of this agreement.

5. The District shall pay the Intermediate Unit the amounts specified on the billing statements. The billing schedule shall consist of a yearly amount payable in 12 equal monthly payments, payable on the first day of each month beginning with July 1, 2024.

6. Upon the close of the term of this agreement and upon the conclusion of any renewal year thereafter, the IU shall calculate the total, actual cost that it incurred in the implementation of this agreement, other than those costs for which the IU received state or federal funding. On or before October 15, the IU shall issue a statement containing the total thus calculated and the total payments received from the District in accordance with this agreement during the preceding year. If the amount expended is greater than the amounts received from the District, the statement shall include a bill for the difference. If the amount is less than the amounts received from the District, the statement shall so indicate, and the IU shall reimburse the difference to the District or shall credit the difference to amounts due for programs and services in the then-current year.

7. For those programs or services provided or operated in regular school facilities, the IU shall follow the calendar and schedule adopted by the Board of Directors of the district in which the program or service is located.

Responsibilities of the District

8. On or before **March 31, 2025**, the District shall identify those programs and services that the IU will operate in accordance with this agreement. This commitment shall be reflected in Schedule A and shall become part of this agreement. For any renewal year, the District shall commit, in the form of a revised Schedule A, on or before the **March 31** immediately preceding renewal. The revised Schedule A shall become a part of this agreement.

9. The District shall pay the IU the amounts specified on the billing statements issued in accordance with paragraph 5. For payments not received by the IU within 10 days of the schedule date specified in paragraph 5, the District shall pay an additional amount equal to 6% per Annum.

10. In addition to the payments required by paragraph 9, the District shall provide the following for programs or services located in facilities owned or leased by the District:

a. Classroom and other space comparable in size and condition to classrooms within the District to which non-exceptional students are typically assigned and which is located in reasonable proximity to the regular ebb and flow of building activities, unless the identified needs of the students assigned to the program or service require otherwise;

b. Compliance with all applicable provisions of the Asbestos Hazard Emergency Response Act of 1986 and its implementing regulations, including preparation and maintenance of a management plan covering the building;

c. Compliance with accessibility and other applicable building standards under any state or federal law in effect on the above date, including but not limited to Section 504 of the Rehabilitative Act of 1973 and its implementing regulations, the Americans with Disabilities Act and its implementing regulations, the Pennsylvania Human Relations Act and its implementing regulations, and Act 166 of 1988;

d. Assistance, cooperation, and participation of District staff in the development and implementation of adaptations and support services necessary to enable students assigned to the program or service to participate to the maximum extent possible in mainstream or integrated educational or extracurricular activities;

e. Regular education support and ancillary services including but not limited to such nursing, counseling, library, physical education, food custodial, and maintenance services and such mainstream instruction as is necessary to meet the needs of the students assigned to the program or service;

f. Application of building or district discipline and student conduct policies in a manner consistent with state and federal laws applicable to exceptional students in effect on the above date.

11. Also in addition to the payments by paragraph 9, the District shall provide the following:

a. Such action or cooperation as is required to ensure that the District residents who participate in or are assigned to a program or service provided or operated in accordance with this agreement receive a free appropriate public education in accordance with all state and federal laws in effect on the above date:

b. Participation in, and commitment of classroom space consistent with, and IU-administered fair share plan in accordance with Section 342.46 (c) of the regulations of the Pennsylvania Department of Education, 22 Pa. Code 342.46 (c).

c. Provision of such legal or advisory services and representation as are necessary to support the appropriateness of the evaluation, classification, program, or placement of District residents who participate in or are assigned to a program or service provided or operated in accordance with this agreement, when evaluation, classification, program, or placement is challenged through due process, provided, however, that nothing in this paragraph shall require the District to pursue due process or other legal proceedings in place of an amicable or mediated settlement;

d. Such programs or services as are required to implement the recommendations of an IEP team or the order of a hearing officer, appeals panel, or court, to the extent that the program or service is beyond the scope of programs and services enumerated in Schedule A.

12. The obligation of the District to make payments in accordance with paragraph 9 is not contingent upon the receipt of funding from the Commonwealth, the federal government, or any other source. The IU shall, however, take all reasonable steps to assist the District to obtain funding.

MDE and IEP Responsibilities

13. The District, in cooperation with the IU, shall remain responsible for the multidisciplinary evaluation and reevaluation (MDE) and IEP development and revision processes for exceptional or thought-to-be exceptional students who reside within the District and are serviced by the IU. The availability of psychological and other diagnostic personnel provided by the IU in accordance with Schedule A shall be determined by a work schedule established by the District and the IU in light of service purchased by the District. The IU shall make appropriate members of its staff available at reasonable times and locations for participation as needed in MDEs and IEP planning conferences. The district shall provide the IU staff with adequate notification and an opportunity to participate in the development of MDEs and IEPs. Nothing in this paragraph, however, shall require the IU to make available any staff member not directly involved in the provision of programs or services in accordance with this agreement. The District and the IU shall adhere to all recommendations of the IEP team to the extent that implementation of those recommendations is within the scope of the programs and services enumerated in Schedule A. In the event the recommendations of the IEP team require the provision of programs, services, accommodations, or support not within the scope of the programs and services enumerated in Schedule A, but are available through the IU, such provisions will be determined and reflected in a revised Schedule A. It is understood that the Luzerne Intermediate Unit will provide the related Itinerant Services to students from its member school districts that are enrolled in Luzerne Intermediate Unit Programs.

Duration, Renewal, and Termination of Agreement

14. This agreement shall take effect on July 1, 2024, and shall remain in full force and effect, subject to adjustments in accordance with paragraphs 4 through June 30, 2025.

15. This agreement shall renew automatically for one year commencing July 1, 2025, and from year to year thereafter, unless the IU receives written notice of non-renewal on or before the **March 31** immediately preceding the renewal year. If the district fails to provide timely notice of non-renewal in accordance with this paragraph, this agreement shall renew, at the option of the IU, for the ensuing year beginning July 1 and shall terminate effective June 30 of the next year.

16. If the termination or non-renewal of this agreement necessitates the suspension of professional employees employed by the IU, and the District continues to operate the programs or services affected by the termination or non-renewal, the rights of the suspended professional shall be governed by the provisions of Section 1113 of the Public School Code, 24 P.S. 11-1113.

Liability

17. The IU agrees to indemnify, defend, and hold harmless both the District and any director, officer, agent, or employee of the District against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional, or support staff provided by the IU under the terms of this agreement or from the maintenance or operation of any equipment or vehicles provided or used by the IU under the terms of this agreement. The IU shall maintain sufficient liability insurance for this purpose in amounts not less than \$500,000 per incident or occurrence and shall provide the District with evidence of this coverage on demand.

18. The District agrees to indemnify, defend, and hold harmless both the IU and any director, officer, agent, or employees of the IU against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional, or support staff of the District or from the maintenance, use, or operation of any real property, equipment, or vehicles. The District shall maintain sufficient liability insurance of this purpose in amounts not less than \$500,000 per incident or occurrence and shall provide the IU with evidence of this coverage on demand.

19. None of the administrative, professional, paraprofessional, or support staff provided by the IU under the terms of this agreement shall be considered employees or agents of the District for any purpose, and none of the administrative, professional, paraprofessional, or support staff of the District shall be considered employees or agents of the IU for any purpose. The IU agrees to indemnify, defend, and hold harmless the District against all claims, damages, losses or penalties resulting from any determination, whether judicial, administrative, or otherwise, that any of the foregoing staff members provided by the IU under the terms of this agreement is an employee or agent of the District. The District agrees to indemnify, defend, and hold harmless the IU against all claims, damages, losses, or penalties resulting from any determination, whether judicial, administrative, or otherwise, that any of the foregoing staff members provided by the District under the terms of this agreement is an employee or agent of the IU.

20. This agreement is intended to and shall be construed as consistent with all applicable state and federal laws in effect on the above date, including the Individuals with Disabilities Act and its implementing regulations, the Rehabilitation Act of 1973 and its implementing regulations, Titles VI and IX of the Civil Rights Act of 1964 and their implementing regulations, the Family Education Rights and Privacy Act and its implementing regulations, the Pennsylvania Public School Code of 1949, Chapters 14 and 15 of the regulations of the State Board of Education, and Chapter 342 of the standards of the Pennsylvania Department of Education. To the extent that the law is construed as inconsistent with the language of this agreement, the law shall supersede the language as the Intergovernmental Agreement expression of the parties' intent and may be enforced as such.

21. Modifications to or adjustments in Schedule A as permitted or required by this agreement shall in all cases be made in writing executed by a representative of the parties and shall become part of this agreement regardless of whether a modified or adjusted schedule is affixed hereto.

22. This agreement constitutes the entire agreement and understanding between the IU and the District concerning the programs and services to which it applies. It supersedes and repeals all prior or contemporaneous agreements and understandings, written or oral, on this subject. Any modification to this agreement shall be in writing executed by the legal representatives of the parties.

LUZERNE INTERMEDIATE UNIT NO.18

Attest: _____ by: _____
Secretary of the Board President

WILKES-BARRE AREA SCHOOL DISTRICT

Attest: _____ by: _____

2024-2025

Schedule A

**CONTRACTED PROFESSIONAL SERVICES PROVIDED BY
THE LUZERNE INTERMEDIATE UNIT TO:
WILKES-BARRE AREA**

INSTRUCTIONAL COSTS:**EST. ADM'S**

Autistic Support	12.50	at	\$ 31,898.00	each =	\$398,725.00
Emotional Support	6.00	at	22,937.00	each =	137,622.00
	-	at	-	each =	-
Life Skills	22.00	at	22,009.00	each =	484,198.00
Multi-Handicapped	12.00	at	30,378.00	each =	364,536.00

Students

Learning Support at Wilkes-Barre Voc-Tech	-	at	-	each =	-
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TOTAL INSTRUCTIONAL COSTS**\$1,385,081.00****SUPPORT SERVICE COST:**

Account 2400 Health Services:	# Students				
Nursing Costs - Basic Fee	96.00	at	850.00	each =	81,600.00
Nursing Costs - IEP Students	12.00	at	6,459.00	each =	77,508.00
	# Hours				
Occupational Therapy	2,457.50	at	131.55	hour =	323,284.00
Physical Therapy	-	at	-	hour =	-
Hearing Impaired (Itinerant)	182.00	at	163.65	hour =	29,784.30
Visually Impaired (Itinerant)	614.25	at	181.29	hour =	111,357.38
Speech Support for Special Education Students in Luzerne Intermediate Unit Classes	1,425.00	at	117.58	hour =	167,551.50
Pupil Personnel Services:	Quarter Days				
Physical Therapy	967.00	at	\$207.55	qday =	200,700.85
Social Work Services	3,084.00	at	\$140.00	qday =	431,760.00

Account 2300: Supervision

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TOTAL SUPPORT SERVICES COST**1,423,546.03****GRAND TOTAL****\$2,808,627.03**

These costs are based on 2023-2024 student totals as of 4-12-24. A final reconciliation will be computed based on actual 2024-2025 numbers as per contract.

These costs are to be paid to the Luzerne Intermediate Unit in 12 equal payments; each payment due the first of each month beginning July 1, 2024.



CONTRACT
FOR Physical Therapy SERVICES

This Agreement is between Wilkes Barre Area School District and **United Therapy, LLC** (**Employer Identification Number 84-4744388**), 84 Yorktown Road, Mountain Top, PA 18707 for provision of Physical Therapy Services services for students as determined by the Wilkes Barre Area School District who meet eligibility criteria based on the Policies and Procedures Manual for the Provision of Specially Designed Instruction and Related Services for Exceptional Students.

1. Physical Therapy Services are inclusive of the following:
 - 1.1 Diagnostic screening of student referred;
 - 1.2 Evaluation of student referred;
 - 1.3 Completion of a Physical Therapy Services Report;
 - 1.4 Assistance with the development of the Individual Education Plan (IEP);
 - 1.5 Consultation with teachers, staffing specialists, school psychologist, and administrators
 - 1.6 Provision of Physical Therapy Services services on site and virtually as required by the student's IEP;
 - 1.7 Recommendations to the staff concerning specific equipment needs for students;
 - 1.8 Provision of appropriate Medicaid documentation;
 - 1.9 Provision of appropriate information for ACCESS billing reimbursement (daily attendance, service logs, summary reports);
 - 1.10 Regularly staffed therapists will participate in all district trainings and safety drills; as assigned by the district
 - 1.11 In the event of therapist absence, no fees will be charged to the Wilkes Barre Area School District;
 - 1.12 Make up sessions will be provided at the discretion of the therapist and the Wilkes Barre Area School District upon availability.
2. Physical Therapy Services will be provided by the appropriately licensed personnel. A copy of Pennsylvania licenses will be on file with United Therapy. Copies of all updated clearances will be submitted to the Wilkes Barre Area School District as required. A

fingerprint and background check will be updated and submitted to the Wilkes Barre Area School District Administrative Office every five years. Proof of liability insurance will be submitted and updated annually.

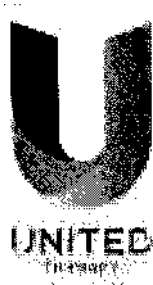
3. Services for Physical Therapy will be initiated beginning July 2024-August 2026.
4. The Wilkes Barre Area School District agrees:
 - 4.1 To pay the provider \$90.00 an hour. The provider will submit a monthly invoice to the Wilkes Barre Area School District.
 - 4.2 Travel from school buildings/homebound students to school buildings/homebound students are included in the hourly time frames.
 - 4.3 Virtual session no shows are included in the hourly timeframes.
5. This agreement will be in effect from the date indicated but may be terminated by either Party, or through mutual agreement to dissolve this contract, upon thirty days' written notice.

Anna Bibla, MS, OT/L, President
United Therapy, LLC
570-885-5959
abibla@unitedtherapy.net

Mr. Brian Costello
Superintendent of the Wilkes Barre Area School District

Wilkes Barre Area School Board President

Wilkes Barre Area School Board Secretary



CONTRACT
FOR Occupational Therapy SERVICES

This Agreement is between Wilkes Barre Area School District and **United Therapy, LLC** (**Employer Identification Number 84-4744388**), 84 Yorktown Road, Mountain Top, PA 18707 for provision of Occupational Therapy Services services for students as determined by the Wilkes Barre Area School District who meet eligibility criteria based on the Policies and Procedures Manual for the Provision of Specially Designed Instruction and Related Services for Exceptional Students.

1. Occupational Therapy Services are inclusive of the following:
 - 1.1 Diagnostic screening of student referred;
 - 1.2 Evaluation of student referred;
 - 1.3 Completion of a Occupational Therapy Services Report;
 - 1.4 Assistance with the development of the Individual Education Plan (IEP);
 - 1.5 Consultation with teachers, staffing specialists, school psychologist, and administrators
 - 1.6 Provision of Occupational Therapy services on site and virtually as required by the student's IEP;
 - 1.7 Recommendations to the staff concerning specific equipment needs for students;
 - 1.8 Provision of appropriate Medicaid documentation;
 - 1.9 Provision of appropriate information for ACCESS billing reimbursement (daily attendance, service logs, summary reports);
 - 1.10 Regularly staffed therapists will participate in all district trainings and safety drills;
 - 1.11 In the event of therapist absence, no fees will be charged to the Wilkes Barre Area School District;
 - 1.12 Make up sessions will be provided at the discretion of the therapist and the Wilkes Barre Area School District upon availability.
 - 1.13 Provider will maintain a monthly invoice of all services rendered.
2. Occupational Therapy services will be provided by the appropriately licensed personnel. A copy of Pennsylvania licenses will be on file with United Therapy. Copies of all updated clearances will be submitted to the Wilkes Barre Area School District as required. A fingerprint and background check will be updated and submitted to the

Wilkes Barre Area School District Administrative Office every five years. Proof of liability insurance will be submitted and updated annually.

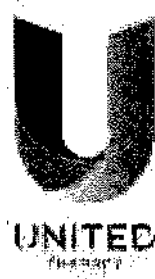
3. Services for Occupational Therapy will be initiated beginning July 2024-August 2026.
4. The Wilkes Barre Area School District agrees:
 - 4.1 To pay the provider \$80.00 an hour. The provider will submit a biweekly invoice to the Wilkes Barre Area School District.
 - 4.2 Travel from school buildings/homebound students to school buildings/homebound students are included in the hourly timeframes.
 - 4.3 Virtual session no shows are included in the hourly time frames.
5. This agreement will be in effect from the date indicated but may be terminated by either Party, or through mutual agreement to dissolve this contract, upon thirty days written notice.

Anna Bibla, MS, OT/L, President
United Therapy, LLC
570-885-5959
abibla@unitedtherapy.net

Mr. Brian Costello
Superintendent of the Wilkes Barre Area School District

Wilkes Barre Area School Board President

Wilkes Barre Area School Board Secretary



CONTRACT
FOR Speech and Language SERVICES

This Agreement is between Wilkes Barre Area School District and **United Therapy, LLC (Employer Identification Number 84-4744388)**, 84 Yorktown Road, Mountain Top, PA 18707 for provision of Speech and Language Services services for students as determined by the Wilkes Barre Area School District who meet eligibility criteria based on the Policies and Procedures Manual for the Provision of Specially Designed Instruction and Related Services for Exceptional Students.

1. Speech and Language Services are inclusive of the following:
 - 1.1 Diagnostic screening of student referred;
 - 1.2 Evaluation of student referred;
 - 1.3 Completion of an Speech and Language Services Report;
 - 1.4 Assistance with the development of the Individual Education Plan (IEP);
 - 1.5 Consultation with teachers, staffing specialists, school psychologist, and administrators
 - 1.6 Provision of Speech and Language Services services on site and virtually as required by the student's IEP;
 - 1.7 Recommendations to the staff concerning specific equipment needs for students;
 - 1.8 Provision of appropriate Medicaid documentation;
 - 1.9 Provision of appropriate information for ACCESS billing reimbursement (daily attendance, service logs, summary reports);
 - 1.10 Regularly staffed therapists will participate in all district trainings and safety drills;
 - 1.11 In the event of therapist absence, no fees will be charged to the Wilkes Barre Area School District;
 - 1.12 Make up sessions will be provided at the discretion of the therapist and the Wilkes Barre Area School District upon availability.
 - 1.13 Provider will maintain a monthly invoice of all services rendered.
2. Speech and Language Services will be provided by the appropriately licensed personnel. A copy of Pennsylvania licenses will be on file with United Therapy. Copies of all updated clearances will be submitted to the Wilkes Barre Area School District as

required. A fingerprint and background check will be updated and submitted to the Wilkes Barre Area School District Administrative Office every five years. Proof of liability insurance will be submitted and updated annually.

3. Services for Speech and Language will be initiated beginning July 2024 - August 2026.
4. The Wilkes Barre Area School District agrees:
 - 4.1 To pay the provider \$90.00 an hour. The provider will submit a biweekly invoice to the Wilkes Barre Area School District.
 - 4.2 Travel from school buildings/homebound students to school buildings/homebound students are included in the hourly time frames.
 - 4.3 Virtual session no shows are included in the hourly timeframes.
5. Independent Contractor. It is hereby understood and agreed that United Therapy, LLC., in performing this Agreement, is acting in the capacity of an independent contractor, and that United Therapy, LLC., in such capacity, is not an agent, servant, partner, or employee of the District. None of the benefits provided by the District to its employees, including but not limited to workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance are available from the District to United Therapy, LLC., for the services provided to this Agreement. United Therapy, LLC., has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in name of the District or to bind the District in any way whatsoever.
6. This agreement will be in effect from the date indicated but may be terminated by either Party, or through mutual agreement to dissolve this contract, upon 60 days' written notice.

Anna M. Bibla

Anna Bibla, MS, OT/L, President
United Therapy, LLC
570-885-5959
abibla@unitedtherapy.net

Mr. Brian Costello
Superintendent of the Wilkes Barre Area School District

Wilkes Barre Area School Board President

Wilkes Barre Area School Board Secretary

Western Pennsylvania School for the Deaf Transportation Contract

This will confirm a contract between:

Western Pennsylvania School for the Deaf ("WPSD")
300 East Swissvale Avenue
Pittsburgh, PA 15218

And

Wilkes-Barre School District ("SD")
730 South Main Street
Wilkes-Barre, PA 18711-0376

For services to be provided during the 2023-2024 school year, subject to the following provisions:

A. SERVICES

WPSD will transport school children attending WPSD from its 3820 Hartzdale Drive, Camp Hill location to WPSD in Pittsburgh at the start of the week; then back to 3820 Hartzdale Drive, Camp Hill at the end of the school week. It is the responsibility of the SD to transport the student to/from the Camp Hill location. Attached is a school calendar showing the days (180) school is in session.

B. COMPENSATION

WPSD will be compensated at the rate of \$8,500 per child for the services. WPSD will send 10 equal monthly invoices of \$850.00 (for each child), starting the month of September. (See student listing at end of contract). In the event a student is enrolled after the start of the school year, or the student moved from SD during the school year, the rate will be pro-rated.

The compensation is based on one pick-up at the start and end of each week. There is no mid-week pick-up for students missing the bus for any reason.

C. INDEPENDENT CONTRACTOR

WPSD acknowledges that it is retained as an independent contractor and not as an employee of the SD and will not be entitled to any benefit programs the SD makes available to its employees.

D. INSURANCE

WPSD will provide liability insurance while the children are in our care, custody and control.

E. CLEARANCES

WPSD drivers and bus aides have Act 34, Act 82, Act 151, and FBI clearances, which will be provided upon request.

Western Pennsylvania School for the Deaf Transportation Contract

F. WPSD POINT OF CONTACT

When the child will be absent or not utilizing WPSD transportation, the parents must notify WPSD.

On the day of transportation, for any transportation issues, parents (or connecting bus driver) should call Bill Estes (Director of Student Affairs) at 412-244-4276 or Jessica Marks at 717-909-5577. Unless notified, the bus driver will wait 15 minutes past scheduled departure time for any late-arriving students.

All other times, parents must call WPSD and notify Bill Estes (Director of Student Affairs) at the above number for any other transportation issues.

G. MUTUAL INDEMNIFICATION

Each party shall indemnify and hold harmless the other party, its directors, officers, employees, agents, successors, and assigns from all damages, costs, expenses and liabilities, including reasonable attorney's fees, expert fees and disbursements, incurred in connection with the indemnifying party's negligent failure to perform its obligations and duties under this Agreement.

H. CONTRACT CHANGES

All changes to this contract – including increase in contract value, must be signed by SD and WPSD.

I. LAW AND VENUE

This contract is subject to the laws of the Commonwealth of Pennsylvania. Venue for any legal action will be in Allegheny County, Pennsylvania.

Accepted:

For: Wilkes-Barre School District SD

For: WPSD

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Western Pennsylvania School for the Deaf Transportation Contract

This will confirm a contract between:

Western Pennsylvania School for the Deaf ("WPSD")
300 East Swissvale Avenue
Pittsburgh, PA 15218

And
Wilkes-Barre School District ("SD")
730 South Main Street
Wilkes-Barre, PA 18711-0376

For services to be provided during the 2022-2023 school year, subject to the following provisions:

A. SERVICES

WPSD will transport school children attending WPSD from its 3820 Hartzdale Drive, Camp Hill location to WPSD in Pittsburgh at the start of the week; then back to 3820 Hartzdale Drive, Camp Hill at the end of the school week. It is the responsibility of the SD to transport the student to/from the Camp Hill location. Attached is a school calendar showing the days (180) school is in session.

B. COMPENSATION

WPSD will be compensated at the adjusted rate of \$8,000 per child for the services. WPSD will send 10 equal monthly invoices of \$800.00 (for each child), starting the month of September. (See student listing at end of contract). In the event a student is enrolled after the start of the school year, or the student moved from SD during the school year, the rate will be pro-rated. The student start date is 10/12/22. The total contract is \$6,421.05

The compensation is based on one pick-up at the start and end of each week. There is no mid-week pick-up for students missing the bus for any reason.

C. INDEPENDENT CONTRACTOR

WPSD acknowledges that it is retained as an independent contractor and not as an employee of the SD and will not be entitled to any benefit programs the SD makes available to its employees.

D. INSURANCE

WPSD will provide liability insurance while the children are in our care, custody and control.

E. CLEARANCES

WPSD drivers and bus aides have Act 34, Act 82, Act 151, and FBI clearances, which will be provided upon request.

Western Pennsylvania School for the Deaf Transportation Contract

F. WPSD POINT OF CONTACT

When the child will be absent or not utilizing WPSD transportation, the parents must notify WPSD.

On the day of transportation, for any transportation issues, parents (or connecting bus driver) should call Bill Estes (Director of Student Affairs) at 412-244-4276 or Jessica Marks at 717-909-5577. Unless notified, the bus driver will wait 15 minutes past scheduled departure time for any late-arriving students.

All other times, parents must call WPSD and notify Aaron Noschese (Chief Operating Officer) at the above number for any other transportation issues.

G. MUTUAL INDEMNIFICATION

Each party shall indemnify and hold harmless the other party, its directors, officers, employees, agents, successors, and assigns from all damages, costs, expenses and liabilities, including reasonable attorney's fees, expert fees and disbursements, incurred in connection with the indemnifying party's negligent failure to perform its obligations and duties under this Agreement.

H. CONTRACT CHANGES

All changes to this contract – including increase in contract value, must be signed by SD and WPSD.

I. LAW AND VENUE

This contract is subject to the laws of the Commonwealth of Pennsylvania. Venue for any legal action will be in Allegheny County, Pennsylvania.

Accepted:

For: Wilkes-Barre School District SD

For: WPSD

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

SCHOOL PROVIDER AGREEMENT

This Provider Agreement, dated **July 1, 2024**, is between **Wilkes Barre Area School District (PA)** ("SCHOOL") and the Aveanna Healthcare Legal Entities and their locations as identified in **Schedule "B"** ("AVEANNA")

WHEREAS, SCHOOL desires that AVEANNA provide healthcare services to SCHOOL's student(s) on behalf of SCHOOL and that such services are rendered by nurses; physical, occupational, and speech therapists and/or assistants; paraprofessional aides; and social workers, and other services outlined in Schedule A, as appropriate ("Personnel"); and

WHEREAS, AVEANNA has Personnel available to perform healthcare services as outlined in the Agreement; and

WHEREAS, AVEANNA desires to provide healthcare services to the SCHOOL's students in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants contained herein, the parties intended to be legally bound, agree as follows:

1. **Obligations of AVEANNA.**

a. General. AVEANNA shall provide on a non-exclusive basis the services ("Services") described on Schedule A (attached hereto and incorporated herein) to SCHOOL during the term of this Agreement in such amounts as SCHOOL shall require in its sole discretion. There is no requirement imposed upon SCHOOL pursuant to this Agreement to purchase any quota of Services hereunder. AVEANNA represents and warrants that it and all of its employees and subcontractors providing Services pursuant to this Agreement hold and will continue to hold all federal, state and local licenses required by law in order to render the Services. agreed to herein.

b. Provision of Services. AVEANNA shall schedule Services as requested by the SCHOOL. AVEANNA shall comply with all relevant policies and procedures of SCHOOL and AVEANNA, including the handling of student records, emergency procedures and student complaints.

c. Personnel. AVEANNA shall be responsible for providing qualified personnel to deliver the Services pursuant to this Agreement. AVEANNA shall not subcontract any of the Services to be performed without the prior written consent of SCHOOL. Personnel shall meet all federal, state or local health screening requirements.

d. Background Checks. AVEANNA will have conducted criminal background checks on each of its employees who provide Services under this Agreement, and, with respect to its background checks, AVEANNA agrees to adhere to the requirements specified and governed by state and local laws.

1. **Obligations of SCHOOL.**

a. General. SCHOOL shall purchase from AVEANNA, on a non-exclusive basis, during the term of this Agreement the Services in such amounts as SCHOOL elects to purchase. SCHOOL shall pay only for the Services actually provided.

b. Policies and Procedures. SCHOOL shall provide copies of all policies and procedures AVEANNA and its employees will need to comply with while performing services under this Agreement

2. **Compensation and Billing**

a. Fee Schedule. SCHOOL shall pay AVEANNA for Services rendered in accordance with Schedule A. SCHOOL shall not be obligated to pay for any Services delivered by AVEANNA that were not requested by SCHOOL.

b. Invoice. AVEANNA shall provide SCHOOL with weekly or monthly invoices as indicated below. If required, FINAL INVOICES for the school year MUST be received by the SCHOOL by the date indicated below.

Billing Frequency: Weekly ☐ Monthly ☐

Final Invoice Due: _____

Purchase order required: ☐ YES ☐ NO

Time Sheets required for documentation: ☐ YES ☐ NO

Email address for Claims Submission: _____

Contact Name: _____

Phone Number for billing questions: _____

c. **Payment Terms.** All payments to be made by SCHOOL to AVEANNA under this Agreement are due thirty (30) days from SCHOOL's receipt of a related invoice. SCHOOL's obligation for payment to AVEANNA is independent of any reimbursement received by SCHOOL from any other source. Payments shall be remitted to the address represented on the invoice.

1. **Term/Termination.**

This Agreement shall be effective July 1, 2024 through June 30, 2025. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

3. **Miscellaneous.**

a. **Indemnification.**

- (i) To the extent allowed by law, SCHOOL shall defend, indemnify and hold harmless AVEANNA and each of its officers, directors, employees, and agents (the "AVEANNA Parties"), from and against any and all claims, liabilities, losses, damages, costs or expenses of any kind (including attorneys' fees and disbursements) ("Indemnified Amounts") incurred by the AVEANNA Parties or any of them as a result of, or arising out of, or relating to SCHOOL's negligent acts or omissions or willful misconduct.
- (ii) AVEANNA shall defend, indemnify and hold harmless SCHOOL and each of its officers, directors, employees, and agents (the "SCHOOL Parties"), from and against any and all Indemnified Amounts incurred by the SCHOOL Parties or any of them as a result of, or arising out of, or relating to AVEANNA's negligent acts or omissions or willful misconduct.

b. **Insurance.** As applicable and permissible by State Law, each party agrees to maintain the following insurance covering its activities performed pursuant to this Agreement;

- (i) Comprehensive General Liability in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- (ii) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- (iii) Worker's Compensation in accordance with applicable statutory requirements.
- (iv) Each party shall make a good faith effort to assure that its insurance policy shall be endorsed to provide for written notification to the other party by the insurer not less than 30

days prior to cancellation, expiration or material change in insurance coverage. Certificates of insurance relevant to this Agreement shall be furnished upon reasonable request.

In the event that SCHOOL requires AVEANNA personnel to accompany student during transport to and from school or to and from alternate sites for SCHOOL related events, SCHOOL shall maintain automobile liability coverage with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury.

a. Non-Solicitation of AVEANNA Employees.

- (i) During the term of this Agreement and for a period of one (1) year following its termination, neither party will directly solicit for employment any individual employed by the other party with whom the party has come in contact as a result of the services provided pursuant to this Agreement.
- (ii) This restriction does not prohibit a party from entering into discussions or hiring an employee of the other party who approaches said party on his or her own initiative without any solicitation prohibited in this Section 5.c or from placing general advertisements or using search firms that are not directed at the other party's employees and then hiring any employee of the other party resulting from such general, non-targeted efforts. The restriction does not apply to routine, indirect solicitation or recruiting (e.g., advertisement or announcement of a job opening on the internet or in print).
- (iii) The parties acknowledge that the restriction contained in this Section 5.c., in view of the nature of the business in which they are engaged, is reasonable and necessary to protect the legitimate interests of each, and that any violation thereof may result in injuries to the affected party. The parties therefore acknowledge that, in the event this restriction is violated, the affected party will be entitled to apply to a court for injunctive relief. Such right will be cumulative and in addition to any other rights or remedies to which the affected party may be entitled.
- (iv) The parties acknowledge that it would be impractical and extremely difficult to anticipate or determine a party's actual damages in the event of a violation of this provision. Accordingly, upon a breach of this provision, the breaching party shall pay the non-breaching party a fee as outlined below as liquidated damages, which the parties agree is not a penalty.

20% of Annualized Salary if employee has worked less than 345 hours at the time party's violation of this provision.

15% of annualized salary if employee has worked between 345-688 hours

10% of annualized salary if employee has worked between 689-1032 hours

5% of annualized salary if employee has worked 1033+ hours

c. Independent Contractor. AVEANNA shall be an independent contractor and will employ appropriate personnel to deliver the Services. 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. In no event shall any employee of AVEANNA be considered an employee or agent of the SCHOOL. AVEANNA is responsible for meeting all tax obligations related to its employees and for maintaining all required insurance coverage related to its employees, including workers' compensation insurance.

d. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, however, either party may assign this Agreement to any of its wholly-owned affiliates at any time upon giving notice to the other party.

e. Confidentiality. AVEANNA, by executing this Agreement, agrees to make every reasonable effort to comply with the laws and regulations relevant to SCHOOL's responsibility to protect the privacy and confidentiality of SCHOOL's students and employees and related information and data.

AVEANNA will take reasonable measures to maintain the privacy, confidentiality and security of all such information and data. Aveanna agrees to abide by applicable laws, regulations, policies, standards and the like of any government entity having jurisdiction, including but not limited to, all requirements of the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act. For purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates AVEANNA as a school official with legitimate educational interest in the educational records of the students to whom AVEANNA provides Services to the extent that access to the records are required by AVEANNA for provision of the Services. AVEANNA agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. Aveanna may not use the names of any students or any private, confidential, or personally identifiable information pertaining to any of School's students or employees, or any of School's confidential information or data except as necessary for the performance of this Agreement. Except as provided above, Aveanna may not disclose any such information to any person or entity, unless required by law or court order.

f. Amendment. No amendments to the terms and conditions of this Agreement shall be permitted unless in writing and signed by both parties hereto.

g. Entire Agreement. This Agreement contains the entire agreement between the parties, supersedes all discussions and writings by and between the parties which may have occurred prior to entering into this Agreement and shall be binding upon and inure to the benefit of the parties and their successors and assigns.

h. Governing Law. This Agreement shall be interpreted, construed and governed according to the laws of the state in which services are provided.

i. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

j. Notices. Any notice, demand or other communication required or permitted hereunder shall be in writing, sent in one or more of the following methods and shall be deemed to have been duly given and received (i) if personally served on the party to whom notice is to be given, then on the date of service, (ii) if sent by nationally recognized overnight delivery service, addressed to the party to whom notice is to be given, then upon notice of delivery by such service, (iii) if sent by United States mail first class, registered or certified mail, postage prepaid, addressed to the party to whom notice is to be given, then five (5) business days after being properly deposited therewith, or (iv) to the email address provided; in each case, at such party's address set forth on the signature page hereto to any other address of which notice of the change is given to the other party hereunder in accordance with this section.

k. Waiver. Waiver by either party of an event of default hereunder or of any breach of the provisions of this Agreement, shall not constitute a waiver of any other event of default or breach or right, nor of the same event of default or breach or right on a future occasion.

IN WITNESS WHEREOF, the authorized representatives of the parties acknowledge their understanding and agreement to the above by executing this Agreement.

**400 Interstate North Parkway SE,
Suite 1600
Atlanta Georgia 30339
Attn: Contracts Department
contracting@aveanna.com**

Legal Entities as identified on Schedule B

**Signature
:**

**730 Main St
Wilkes Barre, Pennsylvania, 18702**

Wilkes Barre Area School District (PA)

**Signature
26
:**

Name: James Elkington

Name:

Title: Chief Revenue Cycle Officer

Title:

Date:

Date: —

Schedule "A"
Services/Fee Schedule

Billable hours include:

- Hours that Student(s) is in school, including school-related activities such as field trips
- Hours Spent Performing Tasks or Attending Sessions Related to Services as required by the SCHOOL

Personnel	Hourly Rate
Registered Nurse (RN)	\$65.00
Licensed Practical/Vocation Nurse (LPN/ LVN)	\$60.00
Certified Nursing Assistant/ Home Health Aide	\$30.00
BCBA-D	\$165.00
Master's Level BCBA	\$135.00
Behavior Specialist Consultant (BSC)	\$95.00
Speech Therapist	\$95.00
Occupational Therapist	\$95.00
Physical Therapist	\$95.00
School Psychologist	\$185.00
Master's Level Social Worker (MSW)	\$70.00
Licensed Clinical Social Worker	\$75.00
ABA Therapist	\$42.00
Behavioral Technician (BHT)	\$40.00
Para Professional - EDUCATION	\$36.00
Direct Care Worker/ Personal Care Attendant	\$30.00
2:1 Nursing	\$90.00
Substitute Nursing	\$75.00
Transport Nursing (After 2 Hours - Rate per Hour)	\$150.00
Skilled Nursing Visits (After 2 Hours - Rate per Hour)	\$150.00

Cancellation Fee.

For confirmed service requests that are cancelled with less than four (4) hour notice, SCHOOL will be obligated to reimburse AVEANNA for four (4) hours at specified rate for the assigned personnel.

Four Hour Minimum.

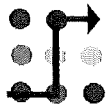
If services provided are less than four (4) hours in a single day, a four (4) hour minimum will be charged.

Transport Employee.

Nursing transportation services consist of an employee riding in a school sponsored vehicle with a single special needs student to accompany the student from home to school and school to home. No other nursing services are provided. Charges for this service will be based on a rate per trip with a maximum of two (2) hours for services rendered by RN or LPN/ LVN. Services that exceed the initial two hours will be billed at the RN or LPN/ LVN contract rate.

Schedule "B"

Legal Entity Name	DBA	TAX ID	Street Address	City	State	Zip	Cost Center
Aveanna Staffing Services, LLC		87-1570868	400 Interstate N. Pkwy, Suite 1600	Atlanta	Georgia	30339	4130
Pediatric HealthCare LLC	Aveanna Healthcare	20-4498537	1167 North Washington Street, Suite E	Wilkes Barre	Pennsylvania	18705-1856	1371
Loving Care Agency, Inc.	Aveanna Healthcare	22-3268088	1605 North Cedar Crest Blvd., Suite 109	Allentown	Pennsylvania	18104-2351	1114
Pediatric Services of America, LLC	Aveanna Healthcare	58-1584862	1456 E. Lackawanna Ave.	Olyphant	Pennsylvania	18447	4470
Loving Care Agency, Inc.	Aveanna Healthcare	22-3268088	507 Seven Bridge Road, Suite 202	East Stroudsburg	Pennsylvania	18301-8194	1113



FUNCTIONAL CONNECTIONS, LLC

This document confirms an agreement by and between: FUNCTIONAL CONNECTIONS, LLC hereinafter referred to as "Provider" and Wilkes-Barre Area School District, hereinafter referred to as "District."

Provider and District do mutually agree to the following from August 1, 2024-July 31, 2025:

1. Provider is hired to provide ABA based services to District students, teachers and/or classrooms. Provider services are rendered on a scheduled basis, not an on-call or emergency basis. All services will be provided by a BCBA, Behavior Specialist or a Behavior Technician under the supervision of a BCBA.
2. Each assignment will be discussed between the District and Provider and clarified in writing before the start of the assignment, to include: scope of work, time allotted, and expectations. District agrees to pay Provider for all work related to assignments.
3. There is not a minimum required number of hours weekly, services will be requested by the District and scheduled as the Provider is available. When the District utilizes ongoing community based transitional education services of 8 hours or more weekly, the discounted rates are applied to all other services utilized by the district during that time except for IEE FBAs.
4. Services will be billed monthly according to the attached fee schedule. Payment is due within 45 days of invoice. If payment is 60 days late, all services will be suspended and subject to rescheduling at Provider's availability once full payment is received.
5. There are no travel fees within 20 miles of Kingston, PA to travel to and from clients.
6. Community Based Transitional Education Fees: Mileage will be reimbursed by the district at the IRS approved rate for all transportation of clients during the hours of their services. There is a weekly activity fee not to exceed \$75 for students receiving 1:1 community based transitional education services to cover costs associated with social activities, weekly art and recreation groups, health and wellness activities, supplies for programming, etc. Activities exceeding this amount will be requested on an individual basis and approved in advance by the District for reimbursement.
7. FBA assignments are scheduled for 3 week sessions. All requested paperwork, records, and contact information must be received no later than 1 week prior to the scheduled start for the FBA. If this information is not received in a timely manner, the scheduled session will be forfeited. Session length may be extended in cases of acute illness or school closures only.
8. The terms of this agreement may be amended only in writing with 10 days advance notice. The Provider will supply final summary documentation to District within 10 days of termination by either party.
9. It is agreed between the parties that nothing in this agreement shall be construed as giving any party control or direction over the operation and management of the property or affairs of the other, nor shall anything in this agreement be construed as limiting the rights of either party to affiliate or contract with any other person or persons for providing of services during the term of this agreement.



FUNCTIONAL CONNECTIONS, LLC

Fees for Service		Hourly Fees		
Assessment – Individual Clients		Board Certified Behavior Analyst	Behavior Specialist	Behavior Technician
FBA – Functional Behavior Assessments (Record Review, Interviews, Direct Observations, Functional and Data Analysis, Written Recommendations, Meetings, Collaboration on PBSP and Follow Up)		\$120	\$90	\$55
Behavior Treatment – Individual Clients				
Intensive Programming (short term, intensive programming: toilet training, food choice, behavior reduction)		\$120	\$90	\$55
Group Therapy/Instruction (3-8 participants)				
Social Skills Instruction (cost per learner/hour)		\$30	\$25	\$15
Training Services				
Training on General Topics– (up to 50 people)		\$150	\$90	N/A
Customized Training (hourly charge for observation of class/setting, development of training and presentation.)		\$150	\$90	N/A
Behavior Skills Training (Face to face instruction, modeling, coaching and feedback to parents or professionals as they implement programming.)		\$120	\$90	\$55
Home and Community Based Transitional Education Services (1:1)				
8 hours weekly		\$100	\$85	\$50
10+ hours weekly		\$90	\$80	\$50

Signatures:



Stephanie Jones, MA, BCBA Executive Director

5/28/24

Date

Authorized Representative of School District_____
Date

NEW STORY SCHOOLS

SERVICES AGREEMENT

This Services Agreement ("Agreement") dated this 21st day of August 2024, between Wilkes Barre Area hereafter referred to as the "District") and New Story Schools, located at 1150 Wyoming Ave, Wyoming, PA 18644 (hereinafter referred to ("Provider")).

WHEREAS, it is the desire and intent of the District to contract with Provider to receive certain educational and related services for certain identified pupils of the District; and

WHEREAS, it is the desire and intent of Provider to render and perform the certain educational and related services for the aforementioned pupils under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the consideration set forth in the attached Addendum "A," attached hereto, and the mutual promises contained herein, and intending to be legally bound, the District and Provider hereby agree as follows:

1. **Services.** The District agrees to purchase from Provider educational and related services as described in the individualized educational plan ("IEP"), and any revisions thereto of certain identified resident pupil(s) of the District. Provider shall provide the educational and related services described in the IEP of the pupil(s), and any revisions thereto, in accordance with all applicable federal and state laws. The District will translate the IEP in the Parent's native language, as required by law. Additionally, all services provided pursuant to this Agreement shall include research-based methodologies. The parties agree that Provider has made no representations or other commitments regarding Student achieving any specific goals specified within the IEP.
2. **Term.** This Agreement shall be in effect from August 15th, 2024 through August 14th 2025, unless terminated earlier pursuant to the terms of this Agreement.
3. **Payment.** Payment for tuition shall, as part of this Agreement, be made in accordance with the attached "Schedule A." If this Agreement includes Extended School Year ("ESY") services, those tuition charges are included on Schedule A. Provider shall invoice the District on a monthly basis within ten (10) days of the beginning of the month for which services are scheduled to be provided. Payment shall be remitted within 30 days' receipt of such invoices. Payments not paid within thirty (30) days of invoice date shall bear interest at the rate of 1.5% per month. If payments are not made within forty- five (45) days of the invoice date, any discounts identified in Schedule A shall not apply until the District's account is current. If Provider pursues collection of any unpaid amounts, the District will be responsible for any costs of collection, including attorney's fees.
4. **Attendance.** Provider agrees to record the pupil's attendance and to notify the District in writing if the pupil's attendance is problematic so that the District may investigate the enrollment status of the pupil. Provider agrees to attend, if asked by the District, a school attendance improvement conference, and to assist the District in preparing, subsequently, a written school attendance improvement plan, to the extent required under Pennsylvania's truancy law. Provider operates on a school year schedule in accordance with the School's calendar. The parties agree that the School may be closed by Provider due to inclement weather or for other safety reasons without prior notice to the District. In the event of an extended school closure,

Provider agrees to make a good faith effort to provide continuity of education for the student using alternative means during the period of closure. Provider's plan to reopen after an extended school closure will comply with Pennsylvania Department of Education guidelines and any other applicable law, regulation or governmental agency recommendations.

5. **Progress Reports.** Provider agrees to send progress monitoring reports to the District within seven (7) days after the end of each report period.
6. **Termination.**
 - a. This Agreement may be terminated by either party upon twenty-one (21) calendar days' written notification to the other party.
 - b. School District shall remain obligated to pay all amounts due to New Story through the enrollment termination and such obligation shall survive any termination of this Agreement.
 - c. If student becomes hospitalized or placed at an alternate placement, after ten (10) consecutive days, School District can dis-enroll or choose to pay the low daily rate to maintain enrollment.
 - d. New Story reserves the right to terminate a Student's enrollment at the School whenever New Story determines, in its sole discretion, that Student is not benefiting from the program being offered, School is unable to effectively deliver services to Student, Student presents a serious risk to the safety of others, and/or Student is in need of services which School is unable to provide. Serious disciplinary infractions shall be defined at the sole discretion of New Story. However, the parties acknowledge that School is designed and intended to educate students with behavioral challenges and that serious disciplinary infractions as defined by New Story must present exceptional challenges to be so defined.
7. **Dispute Resolution.** In the event that any disputes arise out of this Agreement, the parties shall seek to resolve the dispute as expeditiously as possible. The interests of this pupil shall be the foremost concern in resolving such disputes.
8. **Discontinuance of Approval Status.** In the event that the approval status of Provider is discontinued by the Pennsylvania Department of Education, this Agreement shall be terminated. The District shall be responsible for tuition for the days the pupil is enrolled.
9. **Assignment.** Provider shall not assign this Agreement or any portion thereof to any other entity; however, Provider, may use employees and/or independent contractors to perform services under this Agreement.
10. **Licenses and Certifications.** Provider shall maintain, at its own expense, any required licenses and certifications to provide the aforementioned services. Provider employs certified personnel as defined by the Pennsylvania Department of Education and otherwise meets regulatory requirements for a private licensed school.
11. **Clearances.** Provider agrees that any individual who will be in direct contact with the District's students shall possess the following valid clearances and certifications as required by Section 1-111 of the Public School Code (24 P.S. § 1-111):

- a) PA Child Abuse History Clearance (Act 151);
- b) Federal Criminal History Records (Act 114);
- c) Pennsylvania Background Checks (Act 34);
- d) Employment History Review (Act 168).

Provider agrees to bear any costs or fees associated with obtaining these clearances and certifications. Provider agrees to provide proof of the afore-mentioned clearances upon Request by the District. Provider will notify the District in writing if it learns that a Provider Employee is arrested for or convicted of a crime.

12. **Insurance.** Provider shall maintain the following insurance coverages in the following limits for the term of this Agreement:

General Liability	\$1 million per occurrence/\$3 million aggregate
Abuse or Molestation	\$1 million per occurrence/\$3 million aggregate
Social Services Professional Liability, including Nurses and Professional Educators	\$1 million per occurrence/\$3 million aggregate

13. **Privacy and Confidentiality.** All information of any kind regarding Student, including (without limitation) confidential Student data, shall be kept strictly confidential by District and Provider, and shall not be used or disclosed for any purpose except as provided in this Agreement. This obligation of confidentiality shall survive the expiration or termination of this Agreement. As used herein, the term "confidential Student data" shall include, without limitation, any personal or identifying Student information, names, addresses, date of birth, social security or other identification numbers, attendance records, grades, test results, assessments, work product, disciplinary records, and any information deemed to be a "Student record" under the Family Educational Rights and Privacy Act.

14. **Indemnification.** District agrees to indemnify, defend, and hold Provider harmless from any claims, losses, suits or damages caused by or arising from the negligence or willful misconduct of District, its agents and its employees, District's obligation to indemnify shall survive the termination of this Agreement.
Provider agrees to indemnify, defend, and hold District harmless from any claims, losses, suits or damages caused by or arising from the negligence, or willful misconduct of Provider, its agents, and its employees. Provider's obligation to indemnify shall survive the termination of this Agreement.

15. **Independent Contractor.** It is hereby understood and agreed that Provider, in performing this Agreement, is acting in the capacity of an independent contractor, and that Provider, in such capacity, is not an agent, servant, partner, or employee of the District. None of the benefits provided by the District to its employees, including but not limited to workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance are available from the District to Provider for the services provided to this Agreement. Provider has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in name of the District or to bind the District in any way whatsoever.

16. **Waiver of Certain Damages.** Provider waives claims against the District for lost profits, lost expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement or termination thereof.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving

effect to any laws or principles of conflicts of laws that would cause the laws of any other jurisdiction to apply.

18. **Venue.** Sole and exclusive jurisdiction for claim or suit arising from or under this Agreement shall be in the Court of Common Pleas for Luzerne County, Pennsylvania, and in no other forum.
19. **Sovereign Immunity.** As it pertains to third parties, nothing contained herein shall be construed as or imply that the District is waiving its sovereign immunity.
20. **Modification.** This Agreement may not be modified, altered, or changed except upon express, written consent of both parties wherein specific reference is made to this Agreement.
21. **Execution** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. Electronic signatures are acceptable. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
22. District represents and warrants that the individual executing this Agreement is duly authorized to execute and deliver this Agreement on its behalf and this Agreement is a valid and binding obligation of District.

Wilkes Barre Area School District:

Provider: New Story Schools

By: _____

By: _____

Title:

Title: Vice President of Operations

Date: _____

Date: _____

ADDENDUM "A"

Provider shall either complete the information on this form with pertinent information or, alternatively, submit a separate rate schedule to be substituted as a new Addendum "A." In no event, however, shall the separate rate schedule contain substantive terms and conditions, including, but not limited to, invoice/payment terms, which vary from the terms of the Services Agreement.

1) Description of educational and related services to be provided by Provider:

The following are the Related Services that New Story provides at School:

- Occupational Therapy
- Speech Therapy
- Behavior Consultation
- Individual Counseling
- Group Counseling
- Crisis Intervention

2) Per Diem Tuition Rate for Such Services during the regular school calendar year, per pupil:

~~Rates vary by students based on the following pay structure:~~

- Low Rate \$296
- Medium Rate \$350
- High Rate \$404
- Extra High Rate \$536

The fee shall be discounted by \$10/day for each additional student that the District enrolls in Provider beyond the initial five (5) students and \$20/day for each additional student that the district enrolls beyond the initial fifteen (15) students.

3) Per Diem Tuition Rate for Extended School Year Services, if applicable, per pupil:

~~Rates vary by students based on the following pay structure:~~

- Low Rate \$296
- Medium Rate \$350
- High Rate \$404
- Extra High Rate \$536

The fee shall be discounted by \$10/day for each additional student that the District enrolls in Provider beyond the initial five (5) students and \$20/day for each additional student that the district enrolls beyond the initial fifteen (15) students.



PHOENIX

CENTER FOR REHABILITATION
AND PEDIATRICS

RELATED SERVICE PROVISION AGREEMENT

Contractor/School District: _____

WBASD

Phoenix Center for Rehabilitation & Pediatrics ("Phoenix Center") pursuant to the New Jersey Administrative Code, NJAC 6A:14 will provide the specified services mandated in the Individual Education Program or, in non-educational settings, as stipulated by contract specifics (see attached). In accordance with this, the contract will serve as verification of service provision for the district to provide to the County Supervisor of the Child Study Team for the Department of Education in any of the following areas:

Occupational Therapy Physical Therapy Speech Therapy/Dysphagia

*see back page(s) for student specifics

1. Evaluation Rates: (Effective April 2022) Occupational Therapy, Physical Therapy, Speech Therapy are set at **\$375.00 per evaluation**. Feeding Assessments are set at **\$450.00**. Comprehensive Augmentative Communication Evaluations are set at **\$1200.00** per evaluation. Special evaluation requests will be set at a rate agreed upon by Phoenix Center and the contracting school or district.
2. Treatment/Consultation services:
 - 2a. School / Home Location: The current rate is set at **\$98.50 per session**, up to 60m duration.
 - **\$93.50/hr. for blocks of > 3 hrs of service.**
 - **Home based services for homebound students only.**
 - 2b. Each student will receive an End of Year Summary in coordination with annual IEP dates (**IEP dates to be provided to agency by contractor**). Preparation of this report will be billed as time within a block service contract or as an additional session within a per-session contract and shall occur within 30 days of the student's IEP.
 - 2c. Additional services (ie. consults, quarterly progress notes, meeting attendance, etc.) may be arranged as specified with contract addendum(s).
3. Billing: Rehabilitation services to be billed monthly. The number of hours of service to be provided and billed will be according to contract specifications. It is the responsibility of the Contractor to notify Phoenix Center immediately when need for service cancellation is identified. If proper notification is not provided, Contractor agrees to pay for scheduled sessions.
4. If/when rates need to be modified, Contractor will receive an Addendum outlining the



PHOENIX

CENTER FOR REHABILITATION
AND PEDIATRICS

new rates, for review and signature.

2024-2025

5. This agreement shall become effective upon _____. The agreement will automatically renew on the anniversary date. It may be terminated at any time by the Contractor or Phoenix Center, upon 30 days written notice to other agency. Notice shall be delivered to the other party via certified mail, return receipt requested.
6. Phoenix Center shall be responsible for the recruitment, hiring, training, management and compensation of all personnel it supplies to its customers.
7. Phoenix Center shall ensure maintenance of all required professional credentials, as appropriate to employee/specifically assigned Contractor setting.
8. During the term of this agreement and for 1 year following termination of agreement (for any reason), Contractor shall not, directly or indirectly, employ or contract with any individual who was employed by Phoenix Center, whether as a therapist, supervisor or manager. Contractor also agrees not to induce or attempt to induce or encourage any Phoenix Center employee to terminate his/her relationship with Phoenix Center. As defined in this paragraph, "Contractor" applies to the site at which services are provided by Phoenix Center as well as any other entity which is affiliated with site, either by way of common ownership, a subsidiary relationship, a parent company or otherwise. Contractor acknowledges that in the event that it violates any of the restrictions contained in this paragraph, Ph. is entitled to obtain from any Court equitable relief, as well as damages and an accounting of all earnings, profits and other benefits accruing to the Contractor from such violation, which rights shall be cumulative.
9. In the event that any dispute arises out of the Agreement, the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of the student/child shall be of the foremost concern in resolving such disputes.
10. In the performance of their obligations under this Agreement, both parties shall comply with the provisions of all applicable federal, state, and local laws and regulations prohibiting discrimination on the grounds of age, race, color, sex, national origin, religion citizenship, disability, handicap or veteran status, including, without limitation, all applicable provisions of Titles VI and VII of the Civil Rights Act of 1964, the Equal Pay Act, the Age Discrimination in Employment Act, section 504 of the Rehabilitation Act the Pennsylvania Human Relations Act and Executive Order 11 '4d
11. This writing contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written representations, understandings, promises or agreements which are not included herein.



PHOENIX

CENTER FOR REHABILITATION
AND PEDIATRICS

12. This Agreement may not be amended or modified or any of its provisions waived unless in writing and signed by the duly authorized representatives of both parties, and any purported oral amendment modification or waiver, including without limitations, any waiver of the provisions of this sentence shall be void and of no force or effect. Any such written waiver shall apply only to the provision waived and shall not apply to any other provision.

N. Islam 5/28/24

Natasha Islam, LNHA

Date

Administrator

Phoenix Center for Rehabilitation & Pediatrics

Contractor Designee (Name & Title-Printed)

Contractor Designee Signature

Date

**Special Education Services Agreement
Specialized Education of Pennsylvania, Inc.
With Wilkes Barre Area School District
for
2024-2025 RSY School Year at Graham Academy**

This agreement is effective August 1st, 2024 ("Effective Date"), between Specialized Education of Pennsylvania, Inc. ("SESI") that owns and operates Graham Academy, an approved nonpublic, private special education school in Pennsylvania and Wilkes Barre Area School District located at 730 South Main Street, Wilkes Barre, Pennsylvania, 18702, United States (referred to herein as "District," even in instances where the counterparty refers to itself as "Board") ("Agreement").

WHEREAS, SESI owns and operates Graham Academy that serves students with a wide range of special education classifications, primarily students with emotional disabilities and students with multiple disabilities (the "School"); and

WHEREAS, the District desires to refer District students to the School whose Individualized Education Plan ("IEP") have identified the School and its programs as an appropriate placement (each a "Student"); and

WHEREAS, the parties have agreed to enter into this Agreement to govern the terms and conditions of the Services (defined below).

WITNESSETH

NOW, THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

1. Services. The District may from time to time refer students to be enrolled in the School (hereinafter referred to as "Student" or "Students") and to receive related services as set forth in the Students' IEP (collectively the "Services"). The School will provide classroom and related services to enrolled Students with a POD/Autism Spectrum diagnosis or SED classification. District will provide the School with all necessary student records, documents, and IEPs, necessary to effectively deliver the Services.
2. Term and Termination. The term of this Agreement will begin on August 1st, 2024 and end on July 31, 2025 unless otherwise extended in writing by the parties ("Term"). Either party, upon fifteen (15) days written notification to the other party, may terminate this Agreement at any time. Upon termination, District will pay SESI for Services rendered up to and on the date of termination.
3. Fee. The District will pay SESI for the Services according to the fee schedule on Schedule 1 (hereinafter collectively referred to as "Fees") for the days Student is enrolled in the School and Services, including related Services (defined below), provided. The Student-specific Services delivered are pursuant to each Student's IEP. If the referred Student's IEP requirements change during the Term, the Fees for Services will change. The School will automatically adjust Fees, upon receipt of the revised and approved Student IEP from the District.

4. Related Services. In the event the IEP Team determines at any time that this child requires additional interventions, the District agrees to pay for such related Services, at the rates described in the Schedule 1, attached hereto.
5. Distance Learning. When due to government or District mandated actions (directly or through its board of education) preventing SESI from conducting in-person classes, SESI may deliver, in consultation with the District, the Services, in whole or in part, via distance learning to the extent practicable, using programs, systems, teaching techniques, diagnostic tests, evaluation, academic courses and materials adapted for distance learning at the level of service reasonably practical under the same circumstances, at the fees, rates and payment schedules as set forth in this Agreement.
6. Student Identification and Assignment. The District will assess and refer those students whose academic status makes them eligible for transfer to the School. Prior to accepting identified students for enrollment, the School will determine whether it has the capabilities and resources to serve the Students and meet the needs of the Student IEPs. The District agrees that Student enrollment will be reviewed periodically by the School and the District.
7. Parent, Guardian or Kinship Caregivers Consent. The District will assist SESI in obtaining the written consent of Student's parents, guardians, or kinship caregivers for the Student enrollment in the School; release of Student records including the Student's prior rate of attendance, grade level when referred to the School, number of times retained, academic performance record on all tests administered by the District, and the number of classes passed/credits earned; emergency medical care, drug testing, Student participation in media releases; and any other matter for which consent is required.
8. General Supervision of Services. The District or its designated representatives have general supervision over the Services, the right to approve such Services and the right to make changes to the Services in accordance with the terms of a Student's IEP. SESI will maintain records of the Services during the term of this Agreement. Such records shall be consistent with any guidance or standards developed by the District or the Pennsylvania Department of Education. The District or the Pennsylvania Department of Education may conduct announced and unannounced site visits and to review all documents relating to the provision of special education services to the Students during hours that are least disruptive to the daily operation of the School.
9. Invoicing and Payment. SESI will invoice the District monthly for Services rendered by the 15th day of the following month in which Services were provided. All invoices are due and payable within thirty (30) days of receipt. The District agrees to pay SESI the Fee during the Term regardless of the actual attendance of the Student.
10. Compliance with Applicable Laws. SESI represents it complies with applicable laws and regulations governing the Services. SESI will deliver Services in compliance with Pennsylvania Department of Education regulations applicable to nonpublic, private schools.

11. Student Privacy. The District hereby acknowledges that the School and its employees are considered "other school officials" with a legitimate educational interest such that they are entitled to access to education records under the Family Educational Rights and Privacy Act, ("FERPA"), 20 U.S.C. §1232g. To the extent the School comes into possession of Student records and information, and to the extent that the School or its employees are involved in the survey, analysis, or evaluation of Students incidental to this Agreement, SESI agrees to comply with all requirements of the FERPA and the Protection of Pupil Rights Amendment (PPRA). To the extent required by law, SESI PA agrees to comply with the applicable business associate provisions of the Health Insurance Portability and Accountability Act of 1996 privacy rule as amended by the Health Information Technology for Economic and Clinical Health Act.
12. Student Progress Reports. SESI shall make available to the District or its representatives those progress and evaluative reports upon request or as required by a Student's IEP.
13. Force Majeure. Neither party will be liable to the other party hereunder or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, disease outbreak or widespread illness, electronic computer virus, civil disturbances, war, and strike.
14. Indemnification and Limitation of Liability. To the extent permitted under law,
 - a. District agrees to indemnify SESI and its officers, directors and employees ("SESI Indemnitees") against and from Claims (defined below) asserted by third parties for direct costs, expenses (including reasonable attorney's fees), damages, injury or loss ("SESI Losses") to which SESI may be subjected by reason of gross negligence or willful misconduct of District, its officers, directors or employees; provided however, SESI Indemnitees may not seek indemnification from District for any SESI Losses caused, in whole or in part, by the acts or omissions of SESI, its officers, directors and employees;
 - b. SESI agrees to indemnify District and its officers, directors and employees ("District Indemnitees") against and from Claims (defined below) asserted by third parties for direct costs, expenses (including reasonable attorney's fees), damages, injury or loss ("District Losses") to which District may be subjected by reason of gross negligence or willful misconduct of SESI, its officers, directors or employees; provided however, District Indemnitees may not seek indemnification from SESI for any District Losses caused, in whole or in part, by the acts or omissions of the District, its officers, directors and employees.
 - i. Claims. If a claim for indemnification (a "Claim") is to be made by a party entitled to indemnification hereunder against the indemnifying party, the party claiming such indemnification shall give written notice (a "Claim Notice") to the indemnifying party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to damages for which indemnification may be sought under this Section. Such Claim Notice shall specify the nature and amount of the Claim asserted, if actually known to the party entitled to indemnification hereunder. Subject to the limitations of this Section, the failure of any indemnified party to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that the indemnifying party demonstrates actual damage caused by such failure.

15. Notwithstanding any other provision, the total liability of SESI for all claims under this Agreement is limited to the lesser of the total amount of fees paid to SESI under this Agreement or \$100,000. Neither SESI nor the District shall in any event be liable for any indirect, consequential, or punitive damages, even if SESI or District have been advised of the possibility of such damages.
16. Disputes and Investigations. In the event that any action, suit, proceeding or investigation relating to this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense. In the event any dispute arises out of this Agreement, the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of the referred Student shall be of the foremost concern in resolving such disputes.
17. Assignment. No assignment of this Agreement or of any duty or obligation or performance or payment hereunder, shall be made by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that SESI may assign this Agreement or any duty or obligation or performance or payment hereunder to a subsidiary or affiliate of SESI or any entity acquiring all or substantially all of the stock, equity or assets of SESI.
18. Notice. Any notice required to be given under this Agreement shall be in writing and shall be duly served when it is (i) hand delivered to the addresses set out below, (ii) deposited, duly registered or certified, return receipt requested, in a United States Post Office, or (iii) via overnight delivery, to the party at the following addresses:

For the District	For SESI
<p>Wilkes Barre Area School District 730 South Main Street, Wilkes Barre, Pennsylvania, 18702, United States Attention: Jim Geiger</p> <p>E mail address: jgeiger@wbasd.k12.pa.us</p>	<p>Carol McGrane Director Graham Academy 1 Institute Lane Kingston, PA 18704 Phone: 570-283-0641 Fax: 570-283-1643 carol.mcgrane@sesischools.com With a copy to SESI General Counsel at PO Box 444 Elmsford NY 10523</p>

Any party may designate a different address by giving the other party thirty (30) days prior written notice in the manner provided above.

19. Governing Law. This Agreement shall be construed, interpreted, and governed by the laws of Pennsylvania.

20. Independent Contractor. The relationship between the District and SESI shall be that of principal to independent contractor, and the employees of one shall not be deemed employees of the other for any purpose whatsoever. Each party shall maintain during the term of this Agreement such disability and worker's compensation insurance for its respective employees and staff as is required by law. Each party shall indemnify and hold harmless the other against any claim or demand made by employees or staff of the indemnifying party against the other based on rights or privileges applicable to employees of the other. Each party shall be solely responsible for the hiring, training, and termination of its own employees and contractors.
21. Entire Agreement. This Agreement includes all exhibits, schedules, attachments attached hereto as well as duly executed Student Enrollment Form(s) incorporated herein by reference. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous oral and written agreements and statements, all of which have been fully integrated herein. This Agreement also supersedes any course of conduct, performance or dealing between the parties. No amendment or modification changing this Agreement's scope or terms shall have any force or effect unless executed and delivered in writing and signed by all parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of the Effective Date above.

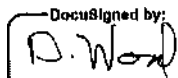
Wilkes Barre Area School District

Name: _____

Title: _____

Date: _____

Specialized Education of Pennsylvania, Inc.

DocuSigned by:

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Name: Dave Wood
Title: Senior Vice President
Date: 5/28/2024

Schedule 1
Graham Academy Fee Schedule 2024-2025

Tuition Rate	Per Day
Regular School Year	\$289.00
Extended School Year	\$187.00
Related Services	Session Fee (Session = 60 minutes)
Occupational Therapy Direct	\$150.00 per session
Physical Therapy Direct	\$150.00 per session
Speech & Language Direct	\$150.00 per session
1:1 Aide	\$204.00 per day
Additional Services	Per Hour (unless otherwise specified)
Behavior Specialist	\$128.00
Behavior Intervention Program	\$53.00
Professional Counseling	\$108.00
Toilet Training Assistance	\$33.00 per day
Menstrual Care Assistance	\$162.00 (per month when student requires)



Therapeutic Educational Agreement (TEP)

Letter of Agreement between The Children's Service Center of Wyoming Valley, Inc. and the Wilkes Barre Area School District School District.

Children's Service Center will provide a Therapeutic Educational Program within its Milford E. Barnes Jr. School with recognized educational and behavioral costs offset by the home school district.

Therapeutic Educational Program (TEP) will provide a 5-day a week program from 8:30 am - 2:30 pm in which educational and a behavioral component are integrated throughout the course of each day. If indicated a referral can be made to Outpatient Services. These services can be scheduled during the school day on campus. PA Certified Special Education Teachers and aides will provide educational services.

The School District will be billed on a monthly basis at the cost of \$190.00 per student per day for the time the youth is enrolled in the Milford E. Barnes Jr. School. The term of this agreement is effective the first day of the 2024/2025 school year, and ending the last day of the 2024/2025 school year including Extended School Year (ESY) if eligible with appropriate ESY billing rate. (\$95.00/day.)

Each referral to Milford E. Barnes, Jr. School/TEP will require the approval of the School District Liaison in collaboration with the parent/guardian and CSC staff supporting TEP as the least restrictive educational setting for the youth. A psychiatric evaluation prior to or at some time after admission is recommended.

For youths/students that are in Special Education upon their referral, we will ask that a copy of their most current IEP, ER, RR, NOREP and report card be forwarded to us for review. CSC will be responsible for providing specified behavioral and educational components as is reflected within our TEP program description and the individual youth's TEP treatment plan.

Based on your request for us not to do IEP's for youths who are in Regular Education upon referral, we will admit them under the context of our role as a Private Academic school provider for your district. By this, an IEP will not be required for those youth, a Section 504 Service Agreement will be developed. If a student is thought to be exceptional under the Child Find Process and required a psychological evaluation is requested, the school district will be notified. It will be the school's determination if their personnel will initiate the child find evaluation process. All procedural safeguards will be followed as required by IDEA.

TEP discharge planning will be done in cooperation between the CSC staff and educational team of PHS with the student/family and Home School District Liaison. Our expectation is that the School Liaison will represent the school personnel directly involved in the child's educational program at their home school unless the Liaison requests a different model (i.e. phone conference, Skype). For example, if you feel due to the length of driving miles, you cannot act as LEA for the educational decisions for this student; you have the options to contract with our host school district, Wilkes-Barre Area at (570) 826-7119. If we do not hear from you concerning the student, we will assume you have chosen to continue as LEA. If the student in question parent rights is terminated and is a ward of the state, it is the school districts responsibility to request surrogate parent assignment through the local IU #18 at (570) 287-9681. Should the youth require an extended care program beyond the parameters of TEP's therapeutic necessity options are available and will be reviewed with school district and guardians.

Children's Service Center Milford E. Barnes School warrants that during the entire term of this agreement the respective school district will receive a written Quarterly Progress Report and also welcome participation in the 30-day review sessions. The quarterly reports and 20/30-day review shall cover the following area: subject and credits information, progress grade information, attendance information, discipline reports, teacher and staff comments, conduct, discharge planning and/or any other pertinent issues regarding the education and overall progress of said student.

The provision of Appendix A, "Business Associate Agreement to Maintain Confidential Protected Health Information", attached becomes part of this Agreement and are incorporated into this Agreement in their entirety.

Mr. Michael P. Hopkins – President/CEO
Children's Service Center of Wyoming Valley, Inc.

Date: _____

Mr. Brian Costello
Wilkes Barre Area School District School District

Date: _____

CC: Dr. Michael Koury – Education Director; Ms. Summer Krochta – VP of Programs; Ms. Shari Pisarcik – Chief Financial Officer

APPENDIX A

The Children's Service Center of Wyoming Valley, Inc.
335 South Franklin Street
Wilkes-Barre, PA 18702
Phone: (570) 825-6425 Fax: (570) 970-9960
Email: cboyle@e-csc.org
Website: <http://www.cscwv.org>

Business Associate Agreement to Maintain Confidential Protected Health Information

WHEREAS Wilkes Barre Area School District (hereinafter "Contractor") and The Children's Service Center of Wyoming Valley, Inc. (hereinafter "Agency") entered into an Agreement dated July 1, 2024 for the provision of maintaining confidential protected health information.

WHEREAS, Contractor recognizes that, in the course of providing services for Agency, Contractor may come into contact with confidential client health information created, maintained and/or used by or on behalf of Agency, which is protected by virtue of state and federal law, including but not limited to the federal regulations set forth at 45 C.F.R., Parts 160 and 164, entitled *Standards/or Privacy of Individually Identifiable Health Information* (hereinafter "Regulations").

WHEREAS, Agency is required by the Regulations to receive satisfactory assurances from Contractor that Contractor will use the confidential client health information (which shall at all times include any and all forms of health care, treatment, or billing information, including but not limited to client identity)(hereinafter referred to as "Protected Health Information") only as permitted by these Regulations; and Contractor is hereby providing such satisfactory assurances by agreeing to amend the underlying agreement as follows.

WHEREAS, Agency is willing to provide access to the Protected Health Information necessary for Contractor to perform its duties under the Agreement, subject to the obligations contained in the Agreement and this Amendment to the Agreement. Accordingly, in consideration of Agency's continued grant of access to such information, and intending to be legally bound, the parties, their officers, directors, employees, agents, owners, successors and assigns, agree to the following additional terms, which are intended to modify the original terms of their underlying Agreement:

1.0 General Duty of Confidentiality. Contractor hereby agrees that it will not divulge, disclose or communicate in any manner any Protected Health Information to any third party without the prior written consent of Agency, and where required, the patient. Contractor will protect all such information and treat it as strictly confidential. Contractor agrees to abide by the requirements of 45 C.F.R., Parts 160 and 164, *Standards for Privacy of Individually Identifiable Health Information*. Any violation of this paragraph shall be considered a material breach of this agreement.

1.1 Use and Disclosure of Protected Health Information. Contractor may, except as otherwise limited in this Agreement, use or disclose Protected Health Information received, obtained, created and/or maintained in the course of Contractor's relationship with Agency only: (1) as required by law, or (2) to perform functions, activities or services for, or on behalf of, Agency as specified in the underlying Agreement, provided that such use or disclosure would not violate the requirements of 45 C.F.R., Parts 160 and 164, *Standards for Privacy of Individually Identifiable Health Information* if done by Agency. Contractor is hereby permitted to use or disclose Protected Health Information for the proper management and administration of the Contractor's business, and/or to carry out the legal responsibilities of the Contractor. Proper management and administration of the Contractor's business does not include the use of Protected Health Information, or the identity of Agency's clients, for solicitation, marketing, fundraising, or other non-necessary purposes. Should Contractor at any time disclose to a third party Agency's Protected Health Information for its proper management and administration or to carry out its legal responsibilities, Contractor agrees to obtain reasonable assurances from that third party of the following: (1) that the third party will hold the disclosed Protected Health Information confidentially and only use or disclose the information as required by law or for the purpose for which it was properly disclosed to the third party; and (2) that the third party will immediately report in writing to the Contractor any instances of a breach of confidentiality of which the third party is aware. The Contractor must report in writing to the Agency any instances of a breach of Protected Health Information within 20 days of said breach.

1.2 Appropriate Safeguards. Contractor agrees to maintain and use appropriate physical, technical and administrative safeguards to prevent the use or disclosure of any Protected Health Information, including the identities of patients, other than as provided for by this Agreement. Such safeguards must be in place at all times for the security of Protected Health Information that is maintained both in electronic and paper forms. Contractor further agrees to maintain and use appropriate safeguards to prevent the improper disclosure of such information in the form of oral communications. Should an improper disclosure of Protected Health Information occur, the Contractor has 20 days from the discovery of the disclosure to provide the Agency detailed information of the disclosure and identify any and all affected individuals.

1.3 Agent and Sub-Contractors. Contractor hereby agrees to ensure that any agent or sub-contractor agrees to the same restrictions and conditions under this Agreement that apply to Contractor with respect to such Protected Health Information

2.0 Reporting of Improper Uses and/or Disclosures. Contractor agrees to immediately report to the Agency any use or disclosure of Agency's Protected Health Information and/or the identity of Agency's clients of which it becomes aware, which is not permitted pursuant to this Agreement or pursuant to the Regulations. Contractor must also mitigate, to the extent practicable, any harmful

effect known to Contractor of a use or disclosure of Protected Health Information by Contractor that is not permitted pursuant to this Agreement or pursuant to the Regulations.

- 2.1 Availability of Information Maintained by Contractor.** Contractor hereby agrees to make available any of Agency's Protected Health Information, immediately upon Agency's request, for purposes of insuring the right of access of patients to their own health information.
- 2.2 Amendments.** Contractor shall make available to Agency, upon request, any Protected Health Information for which Agency has agreed to make and/or has made any amendments. In such cases, Contractor agrees to incorporate all such amendments made by Agency, to the information maintained by Contractor.
- 2.3 Accounting.** Contractor shall maintain appropriate records of all disclosures of Protected Health Information made to third parties in sufficient form to allow for an accounting of disclosures to be properly generated pursuant to the Regulations. Upon request of the Agency, Contractor shall make such records available to Agency for purposes of providing an accounting of disclosures pursuant to the Regulations.
- 2.4 Availability of Internal Practices, Books, and Records.** Contractor hereby agrees to make all of its internal practices, books and records relating to the use and disclosure of the Protected Health Information received from Agency, or created or received by Contractor on behalf of Agency, available to the Secretary of the Department of Health & Human Services, or its agent, upon the request of either the Secretary of the Department of Health & Human Services or the Agency, for purposes of determining whether the Agency is complying with the above-referenced Regulations.

3.0 Maintenance of Protected Health Information upon Termination of Agreement. Upon the termination of this Agreement for any reason, Contractor shall return to Agency all Protected Health Information received from Agency, or created or received by Contractor on behalf of Agency, including Protected Health Information in the possession of Contractor's agents and Sub-Contractors, retaining no copies of any such information. In the alternative, upon the termination of the Agreement, Contractor may choose to destroy all Protected Health Information, retaining no copies of such information, so long as a Certificate of Destruction including the date of destruction, manner of destruction, and name, title and signature of the authorized agent of the Contractor completing such destruction is immediately provided to Agency. Such destruction must be performed in such a way that no readable or otherwise interpretable portion of the information continues to exist.

If Contractor believes that such a return or destruction is not feasible for any reason, Contractor must contact an authorized representative of Agency to discuss the reason that return or destruction is not feasible and the extension of the protection of the Agreement to this information with the limitation of further usage and disclosures.

Contractor's rights and obligations under this section shall survive the termination of this Agreement.

3.1 Termination of Agreement. Contractor hereby authorizes termination of this Agreement by Agency should the Agency find that Contractor has violated a material term of

this Agreement.

4.0 Continuity of Original Agreement. The agreement between the parties consists of this original Agreement and any Amendments. Unless inconsistent with the terms of this Agreement, all terms set forth in the original Agreement remain unchanged and effective. To the extent that there exist any inconsistencies between the terms of any other Agreement and this Amendment with regard to the duties of maintaining confidentiality of Protected Health Information, the terms of this Agreement shall prevail.

5.0 References. Any reference in this Agreement to a section of the *Standards/or Privacy of Individually Identifiable Health Information*, or to the "Regulations", shall mean the section as in effect or as amended, and for which compliance is required.

5.1 Amendment of Agreement. Contractor and Agency agree to take such action to amend this Agreement from time to time as is necessary for Agency to comply with the *Standards for Privacy of Individually Identifiable Health Information*, and related federal and state law.

5.2 Resolution of Ambiguities. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Agency to comply with the *Standards/or Privacy of Individually Identifiable Health Information*.

IN WITNESS WHEREOF, The Contractor and the Agency have executed this Agreement as of the date above written.

Wilkes Barre Area School District

Contractor

By: _____

Title: _____

Children's Service Center of Wyoming Valley

Agency

By: _____

Christopher Boyle

VP Human Resources

Addendum

Serious Acuity Situations

If necessary, add on fees will be applied for special circumstances and situations for clients with extreme, acute issues described below.

Alerts will be given of the situation and consultation with the school district will occur prior to fees being applied. The school must approve any rate increase prior to the higher rate being applied.

Add On Fees:

1. Transportation to or from school done by our staff related to: Aggression, Safety Concerns, Truancy or lack of any other transportation. Fee: \$40 per trip plus 48 cents per mile.
2. Level One Acuity: Acuity level that requires 1:1 staffing. This includes but is not limited to "In School Suspension". Districts will be given the opportunity to refuse this level and choose "Out of School Suspension" or alternative placement. "In School Suspension" and 1:1 Staffing Fee: Additional \$90 per day.
3. Level Two Acuity: Acuity level that requires 1:1 staffing 50% of the school day over a 10 or more day period. This will be measured by 50% or more time out of the classroom or disruption to the classroom and school environment that requires on going 1:1 attention for more than 50% of the school day. Fee: Additional \$45 per day. This fee will only be imposed after a pattern of two or more weeks and only after consultation with the school district.

All of the above are based on availability of staff.



Partial Agreement

Letter of Agreement between The Children's Service Center of Wyoming Valley, Inc. and the Wilkes Barre Area School District School District.

Children's Service Center will provide an educational component within its Milford E. Barnes Jr. School - Partial Hospitalization Program (PHP). Services include clinical support to meet the youths emotional and behavioral health needs.

Partial Hospitalization Service (PHS) will provide a 5-day a week program from 8:30 am - 2:30 pm in which educational, therapeutic activities and a behavioral component are integrated throughout the course of each day. PA Certified Special Education Teachers and aides will provide educational services; the therapeutic component will be provided by Master level and Bachelor level clinically trained staff. Together with the PHS Psychiatrist and nursing staff, this team of professionals will provide an intensive and holistic model of care for each individual participating in this program.

The School District will be billed on a monthly basis at the cost of \$145.00 per student per day for the time the youth is enrolled in the Milford E. Barnes Jr. School - Partial Hospitalization Program. The term of this agreement is effective the first day of the 2024/2025 school year and ending the last day of the 2024/2025 school year, including Extended School Year (ESY) if eligible with appropriate ESY billing rate. (\$72.00/day.)

Each referral to Milford E. Barnes, Jr. School/PHS, with the exception of crisis based hospital diversion referrals, will require the approval of the School District Liaison supporting PHS as the least restrictive educational setting for the youth. A psychiatric evaluation must indicate clinical necessity for this level of care prior to the admission being finalized.

Crisis based hospital diversion referrals will be first admitted to Milford E. Barnes, Jr. /PHS, and then the school liaison contacted to notify them of the admission. The designated liaison/contact person for the School District is Mr. Brian Costello (if this is not current, please contact Ms. Summer Krochta at (570) 825-6425, with the current designated school liaison for your district.)

For youths/students who are in Special Education upon their referral, we will ask that a copy of their most current IEP, ER, RR, NOREP and report card be forwarded to us for review. CSC will be responsible for providing specified behavioral and educational components as is reflected within our PHS program description and the individual youth's PHS treatment plan.

Based on your request for us not to do IEP's for youths who are in Regular Education upon referral, we will admit them under the context of our role as a Private Academic school provider for your district. By this, an IEP will not be required for those youths, a Section 504 Service Agreement will be developed. If a student is thought to be exceptional under the Child Find Process and required a psychological evaluation is requested, the school district will be notified. It will be the school's determination if their personnel will initiate the evaluation process. All procedural safeguards will be followed as required by IDEA 2004.

PHS discharge planning will be done in cooperation between the clinical and educational team of PHS with the student/family and Home School District Liaison. Our expectation is that the School Liaison will represent the school personnel directly involved in the child's educational program at their home school unless the Liaison requests a different model. For example, if you feel due to the length of driving miles, you cannot act as LEA for the educational decisions for this student; you have the options to contract with our host school district, Wilkes-Barre Area at (570) 826-7119. If we do not hear from you concerning the student, we will assume you have chosen to continue as LEA. If the student in question parent rights is terminated and is a ward of the state, it is the school districts responsibility to request surrogate parent assignment through the local IU #18 at (570) 287-9681. Should the youth require an extended care program beyond the parameters of PHS's medical necessity options are available and will be reviewed with school district and guardians.

Children's Service Center Milford E. Barnes School warrants that during the entire term of this agreement the respective school district will receive a written Quarterly Progress Report and also welcome participation in 30 day review sessions. The quarterly reports and 20/30-day review shall cover the following areas: subject and credits information, progress grade information, attendance information, discipline reports, teacher and staff comments, conduct, discharge planning and/or any other pertinent issues regarding the education and overall progress of said student.

The provision of Appendix A, "Business Associate Agreement to Maintain Confidential Protected Health Information", attached becomes part of this Agreement and are incorporated into this Agreement in their entirety.

Date: _____

Mr. Michael P. Hopkins – President/CEO
The Children's Service Center of Wyoming Valley, Inc.

Date: _____

Mr. Brian Costello
Wilkes Barre Area School District

cc: Dr. Michael Koury – Education Director; Ms. Summer Krochta – VP of Programs; Ms. Shari Pisarcik – Chief Financial Officer

APPENDIX A

The Children's Service Center of Wyoming Valley, Inc.
335 South Franklin Street
Wilkes-Barre, PA 18702
Phone: (570) 825-6425 Fax: (570) 970-9960
Email: cboyle@e-csc.org
Website: <http://www.cscwy.org>

Business Associate Agreement to Maintain Confidential Protected Health Information

WHEREAS Wilkes Barre Area School District (hereinafter "Contractor") and The Children's Service Center of Wyoming Valley, Inc. (hereinafter "Agency") entered into an Agreement dated July 1, 2024 for the provision of maintaining confidential protected health information.

WHEREAS, Contractor recognizes that, in the course of providing services for Agency, Contractor may come into contact with confidential client health information created, maintained and/or used by or on behalf of Agency, which is protected by virtue of state and federal law, including but not limited to the federal regulations set forth at 45 C.F.R., Parts 160 and 164, entitled *Standards for Privacy of Individually Identifiable Health Information* (hereinafter "Regulations").

WHEREAS, Agency is required by the Regulations to receive satisfactory assurances from Contractor that Contractor will use the confidential client health information (which shall at all times include any and all forms of health care, treatment, or billing information, including but not limited to client identity) (hereinafter referred to as "Protected Health Information") only as permitted by these Regulations; and Contractor is hereby providing such satisfactory assurances by agreeing to amend the underlying agreement as follows:

WHEREAS, Agency is willing to provide access to the Protected Health Information necessary for Contractor to perform its duties under the Agreement, subject to the obligations contained in the Agreement and this Amendment to the Agreement. Accordingly, in consideration of Agency's continued grant of access to such information, and intending to be legally bound, the parties, their officers, directors, employees, agents, owners, successors and assigns, agree to the following additional terms, which are intended to modify the original terms of their underlying Agreement:

1.0 General Duty of Confidentiality. Contractor hereby agrees that it will not divulge, disclose or communicate in any manner any Protected Health Information to any third party without the prior written consent of Agency, and where required, the patient. Contractor will protect all such information and treat it as strictly confidential. Contractor agrees to abide by the requirements of 45 C.F.R., Parts 160 and 164, *Standards for Privacy of Individually Identifiable Health Information*. Any violation of this paragraph shall be considered a material breach of this agreement.

1.1 Use and Disclosure of Protected Health Information. Contractor may, except as otherwise limited in this Agreement, use or disclose Protected Health Information received, obtained, created and/or maintained in the course of Contractor's relationship with Agency only: (1) as required by law, or (2) to perform functions, activities or services for, or on behalf of, Agency as specified in the underlying Agreement, provided that such use or disclosure would not violate the requirements of 45 C.F.R., Parts 160 and 164, *Standards for Privacy of Individually Identifiable Health Information* if done by Agency. Contractor is hereby permitted to use or disclose Protected Health Information for the proper management and administration of the Contractor's business, and/or to carry out the legal responsibilities of the Contractor. Proper management and administration of the Contractor's business does not include the use of Protected Health Information, or the identity of Agency's clients, for solicitation, marketing, fundraising, or other non-necessary purposes. Should Contractor at any time disclose to a third party Agency's Protected Health Information for its proper management and administration or to carry out its legal responsibilities, Contractor agrees to obtain reasonable assurances from that third party of the following: (1) that the third party will hold the disclosed Protected Health Information confidentially and only use or disclose the information as required by law or for the purpose for which it was properly disclosed to the third party; and (2) that the third party will immediately report in writing to the Contractor any instances of a breach of confidentiality of which the third party is aware. The Contractor must report in writing to the Agency any instances of a breach of Protected Health Information within 20 days of said breach.

1.2 Appropriate Safeguards. Contractor agrees to maintain and use appropriate physical, technical and administrative safeguards to prevent the use or disclosure of any Protected Health Information, including the identities of patients, other than as provided for by this Agreement. Such safeguards must be in place at all times for the security of Protected Health Information that is maintained both in electronic and paper forms. Contractor further agrees to maintain and use appropriate safeguards to prevent the improper disclosure of such information in the form of oral communications. Should an improper disclosure of Protected Health Information occur, the Contractor has 20 days from the discovery of the disclosure to provide the Agency detailed information of the disclosure and identify any and all affected individuals.

1.3 Agent and Sub-Contractors. Contractor hereby agrees to ensure that any agent or sub-contractor agrees to the same restrictions and conditions under this Agreement that apply to Contractor with respect to such Protected Health Information.

2.0 Reporting of Improper Uses and/or Disclosures. Contractor agrees to immediately report to the Agency any use or disclosure of Agency's Protected Health Information and/or the identity of Agency's clients of which it becomes aware, which is not permitted pursuant to this Agreement or pursuant to the Regulations. Contractor must also mitigate, to the extent practicable, any harmful

effect known to Contractor of a use or disclosure of Protected Health Information by Contractor that is not permitted pursuant to this Agreement or pursuant to the Regulations.

2.1 Availability of Information Maintained by Contractor. Contractor hereby agrees to make available any of Agency's Protected Health Information, immediately upon Agency's request, for purposes of insuring the right of access of patients to their own health information.

2.2 Amendments. Contractor shall make available to Agency, upon request, any Protected Health Information for which Agency has agreed to make and/or has made any amendments. In such cases, Contractor agrees to incorporate all such amendments made by Agency, to the information maintained by Contractor.

2.3 Accounting. Contractor shall maintain appropriate records of all disclosures of Protected Health Information made to third parties in sufficient form to allow for an accounting of disclosures to be properly generated pursuant to the Regulations. Upon request of the Agency, Contractor shall make such records available to Agency for purposes of providing an accounting of disclosures pursuant to the Regulations.

2.4 Availability of Internal Practices, Books, and Records. Contractor hereby agrees to make all of its internal practices, books and records relating to the use and disclosure of the Protected Health Information received from Agency, or created or received by Contractor on behalf of Agency, available to the Secretary of the Department of Health & Human Services, or its agent, upon the request of either the Secretary of the Department of Health & Human Services or the Agency, for purposes of determining whether the Agency is complying with the above-referenced Regulations.

3.0 Maintenance of Protected Health Information upon Termination of Agreement. Upon the termination of this Agreement for any reason, Contractor shall return to Agency all Protected Health Information received from Agency, or created or received by Contractor on behalf of Agency, including Protected Health Information in the possession of Contractor's agents and Sub-Contractors, retaining no copies of any such information. In the alternative, upon the termination of the Agreement, Contractor may choose to destroy all Protected Health Information, retaining no copies of such information, so long as a Certificate of Destruction including the date of destruction, manner of destruction, and name, title and signature of the authorized agent of the Contractor completing such destruction is immediately provided to Agency. Such destruction must be performed in such a way that no readable or otherwise interpretable portion of the information continues to exist.

If Contractor believes that such a return or destruction is not feasible for any reason, Contractor must contact an authorized representative of Agency to discuss the reason that return or destruction is not feasible and the extension of the protection of the Agreement to this information with the limitation of further usage and disclosures.

Contractor's rights and obligations under this section shall survive the termination of this Agreement.

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this Agreement.

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5.1 Amendment of Agreement. Contractor and Agency agree to take such action to amend this Agreement from time to time as is necessary for Agency to comply with the *Standards for Privacy of Individually Identifiable Health Information*, and related federal and state law.

5.2 Resolution of Ambiguities. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Agency to comply with the *Standards/or Privacy of Individually Identifiable Health Information*.

IN WITNESS WHEREOF, The Contractor and the Agency have executed this Agreement as of the date above written.

Wilkes Barre Area School District

Contractor

By: _____

Title: _____

Children's Service Center of Wyoming Valley

Agency

By: _____

Christopher Boyle

VP Human Resources

Addendum

Serious Acuity Situations

If necessary, add on fees will be applied for special circumstances and situations for clients with extreme, acute issues described below.

Alerts will be given of the situation and consultation with the school district will occur prior to fees being applied. The school must approve any rate increase prior to the higher rate being applied.

Add On Fees:

1. Transportation to or from school done by our staff related to: Aggression, Safety Concerns, Truancy or lack of any other transportation. Fee: \$40 per trip plus 48 cents per mile.
2. Level One Acuity: Acuity level that requires 1:1 staffing. This includes but is not limited to "In School Suspension". Districts will be given the opportunity to refuse this level and choose "Out of School Suspension" or alternative placement. "In School Suspension" and 1:1 Staffing Fee: Additional \$90 per day.
3. Level Two Acuity: Acuity level that requires 1:1 staffing 50% of the school day over a 10 or more day period. This will be measured by 50% or more time out of the classroom or disruption to the classroom and school environment that requires on going 1:1 attention for more than 50% of the school day. Fee: Additional \$45 per day. This fee will only be imposed after a pattern of two or more weeks and only after consultation with the school district.

All of the above are based on availability of staff.

Wilkes-Barre Area School District

730 SOUTH MAIN STREET WILKES-BARRE, PENNSYLVANIA 18711-0375

SUPERINTENDENT: (570) 826-7111 Ext. 1148 FAX: (570) 819-5010

BOARD SECRETARY: (570) 826-7111 Ext. 1162 FAX: (570) 819-5011

www.wbasd.k12.pa.us



Joseph A Caffrey, President
Mark Atherton, Vice President
Dr. Brian J. Costello, Superintendent
Thomas F. Telesz, Board Secretary/Business Administrator

Members of the Board

Mark Atherton	Beth Anne Harris
Arthur W. Breese	Dr. James F. Susek
Joseph A. Caffrey	Denise T. Thomas
Ned J. Evans	Rev. Shawn Walker
Warren F. Faust	



MEMORANDUM OF UNDERSTANDING

Between

Wilkes-Barre Area School District

And

Luzerne County Head Start Program, Inc.

This Memorandum of Understanding is for the purpose of coordinating mutually beneficial activities of the parties involved to provide effective services for children and families served. This agreement shall be in effect from September 3, 2024 through June 6, 2025 and will be reviewed annually for necessary updates.

The purpose of this agreement is to describe the responsibilities of each agency and to provide guidance for coordination and cooperation between local education agencies and Head Start. In order to meet new requirements of the Elementary and Secondary Education Act (ESEA), as amended by Every Student Succeeds Act (ESSA), requiring local educational agencies (LEAs) receiving Title I funds to:

1. Establish channels of communication between school staff and Head Start staff;
2. Receive and transfer children's records, enrollment, parent communication;
3. Conduct parent meetings with Head Start teachers and kindergarten or elementary school teachers;
4. Organize and participate in joint transition-related training of Head Start staff, school staff, and early childhood education staff, as appropriate; and
5. Link LEA educational services with Head Start agency services.

Required Activities

Activity 1:

Communications will occur between the Wilkes-Barre Area School District and Luzerne County Head Start Program, Inc. on at least a quarterly basis to discuss issues of activity implementation. This communication will occur through attending transition meetings twice a year, ongoing emails, as well as virtual meetings with the Head Start Executive Director and staff. Teachers, staff, and families will be involved and informed on an ongoing basis throughout the year.

Specifics of local communications between school building staff and the respective Head Start program sending students to each specific school building is detailed in our coordinated transition plan (attached).

Notice of Non-Discrimination

The Wilkes-Barre Area School District does not discriminate on the basis of race, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies and Title IX:

The Wilkes-Barre Area School District Superintendent, 730 South Main Street, Wilkes-Barre, PA 18711-0375, 570-826-7111

Activity 2:

The Luzerne County Head Start Program, Inc. will assure the Head Start programs compile records of children transitioning into the Wilkes-Barre Area School District and seek parent consent to transfer these records. Records will be shared with the Wilkes-Barre Area School District no later than the 3rd day of June. The Wilkes-Barre Area School District will receive, file, and utilize the files shared with them. The Wilkes-Barre Area School District will assure the kindergarten teacher who will be responsible for a transferring child has access and utilizes the information shared with them from the Head Start agency.

Activity 3:

Luzerne County Head Start Program, Inc. will coordinate an annual meeting with families and receiving school staff to discuss the developmental and other needs of individual children. A district wide event will occur annually and local meetings between school building staff and the respective Head Start program sending students to each specific school building will occur as detailed in our coordinated transition plan (attached).

Activity 4:

Wilkes-Barre Area School District and Luzerne County Head Start program staff, will actively participate in the two Transition Round Tables that occur annually and are implemented through the County Level Transition Team. In addition, Sandy Atherton and Lynn Evans-Biga will actively participate in the planning team for these events. Luzerne County Head Start's Transition Advisory Committee will be attended by Sandy Atherton for the Wilkes-Barre Area School District.

Activity 5:

Wilkes-Barre Area School District and Luzerne County Head Start will coordinate efforts to ensure that families have the necessary information to access high-quality early childhood care and education. Luzerne County Head Start will collaborate and coordinate with public and private entities to improve the availability of quality services to Head Start children and their families. In addition, Wilkes-Barre Area School District will offer school spaces for Head Start family events, and, if feasible, to expand Head Start services into specific school buildings.

Signatures indicating agreement:

School District (Center) Representative(s):

Date:

Luzerne County Head Start (Program) Representative(s):

Date:

Notice of Non-Discrimination

The Wilkes-Barre Area School District does not discriminate on the basis of race, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies and Title IX:

The Wilkes-Barre Area School District Superintendent, 730 South Main Street, Wilkes-Barre, PA 18711-0375, 570-826-7111

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 April 2024. **"Exhibit O"**
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	Breslin Ridyard Fadero Architects	GAR Re-Roof	Capital Reserve	725-05-2024	\$ 4,689.90
A2.2	The Brewer-Garrett Company	GAR/Kistler ESCO	Capital Reserve	APP 9A	\$ 310,675.00
A2.3	The Brewer-Garrett Company	GAR/Kistler ESCO	Capital Reserve	APP 11A	\$ 144,818.00
A2.4	The Brewer-Garrett Company	GAR/Kistler ESCO	Federal	APP 7B	\$ 27,577.00
A2.5	The Brewer-Garrett Company	GAR/Kistler ESCO	Federal	APP 9B	\$ 729,558.00
A2.6	The Brewer-Garrett Company	GAR/Kistler ESCO	Federal	APP 10B	\$ 685,501.00
A2.7	The Brewer-Garrett Company	GAR/Kistler ESCO	Federal	APP 12B	\$ 616,148.00
A2.8	Kleinfelder	Athletic Fields	Capital Reserve	1442803	\$ 5,860.75
A2.9	McClure Company	Solomon Plains ESCO	Capital Reserve	APP 8	\$ 759,140.78

3. That approval be given to the following budget transfers:

Account	To	From
10 E 4600 700	\$11,271,800.00	
10 E 5100 900	\$783,908.00	
10 E 5200 900	\$735,000.00	
10 E 2200 300		\$35,000.00
10 E 1100 400		\$748,908.00
10 E 1100 200		\$635,000.00,
10 E 1100 300		\$100,000.00
10 E 2600 700		\$11,271,800.00

4. That approval be given to pay Arly Flores-Cantoral a stipend of \$25,000.00 for her time as a school psychologist intern. This payment is funded by the PHEAA's PA Mental Health Education Learning Program in Schools (PA HELPS).

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

GENERAL FUND

1	GENERAL FUND CHECKING - FNCB	\$	(1,027,091.21)
2	GENERAL FUND CASH CONCENTRATION - FNCB		35,821,920.78
3	FEDERAL PROGRAMS - FNCB		7,991,641.47
4	FEDERAL PROGRAMS CHAPTER 1 -FNCB		5,868.74
5	FNB BANK		489,733.90
6	FNB BANK		81,627.06
7	JANNEY MONTGOMERY SCOTT		1,874,980.61
8	PNC BANK		410,401.51
9	LPL FINANCIAL		843,269.80
10	EARNED INCOME TAX ACCOUNT-FNCB		76,215.60
11	COMMONWEALTH INVESTMENT #1		13,401.52
12	REAL ESTATE TAX ACCOUNT - FNCB		-
13	FIDELITY CD		489,421.72
14	PLGIT EIT		28,364,518.60
15	ATHLETIC FUND-FNB BANK		319,480.45
16	PAYROLL CHECKING-FNCB		1,936,202.45
17	PAYROLL CLEARING -FNCB		-
	TOTAL GENERAL FUND	\$	77,691,593.00

CAPITAL PROJECTS FUNDS

18	2016 CAPITAL PROJECTS CASH CONCENTRATION-FNCB	\$	669.96
19	PNC BANK INVESTMENT		271,145.68
20	2019 BOND ISSUE		1,140,571.50
21	PLGIT CAPITAL RESERVE		27,049,333.15
22	FNCB 2019 CAPITAL PROJECTS		260,794.15
	TOTAL CAPITAL PROJECTS FUNDS	\$	28,722,514.44

FIDUCIARY FUNDS - TRUST AND AGENCY

TRUST FUNDS:

23	WHOLE LIFE GROUP TRUST-CITIZENS BANK	\$	3,462.35
24	COMMONWEALTH INVESTMENTS WHOLE LIFE		385,040.43
25	FNB BANK WHOLE LIFE		784,548.41

AGENCY FUNDS:

26	ELEMENTARY ACTIVITY FUND-FIDELITY BANK		115,604.80
27	SECONDARY ACTIVITY FUND-FIDELITY BANK		270,496.18
28	PACK SHACK - FIDELITY BANK		13,956.70

TOTAL FIDUCIARY - TRUST AND AGENCY FUNDS	\$	1,573,108.87
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PROPRIETARY FUND - FOOD SERVICE

29	FOOD SERVICE CHECKING ACCOUNT-FIDELITY Bank	\$	7,279,533.68
	TOTAL PROPRIETARY FUND - FOOD SERVICE	\$	7,279,533.68

DEBT SERVICE FUND

30	COMMONWEALTH INVESTMENTS DEBT SERVICE	\$	10,726.97
	TOTAL DEBT SERVICE FUND	\$	10,726.97

BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE

B. FEDERAL

That in accordance with the authority of the Board, the following Federal Fund AP Checks #3281 to #3335; Federal Fund Wire Transfers #202300458 to #202300472 which were drawn for payment since the last regular Board meeting of the Board of Education held on May 6, 2024.

CHECK CHECK			PO INVOICE		INVOICE	INVOICE	
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	NUMBER	AMOUNT
3281	05/02/2024	AMAZON CAPITAL SERVI	22400431	04/23/2024	After School Program Events (WBAHS) Radios	19H9-W1WX-	1,151.90
3282	05/02/2024	DISCOUNT SCHOOL SUPP	22400377	04/09/2024	ARP ESSER After School (Kistler) Gallis Tutoring Supplies	P427960701	231.07
	05/02/2024	DISCOUNT SCHOOL SUPP	22400377	04/11/2024	ARP ESSER After School (Kistler) Gallis Tutoring Supplies	P427960701	51.72
	05/02/2024	DISCOUNT SCHOOL SUPP	22400392	04/13/2024	ARP ESSER After School (Kistler) Gubbiotti Tutoring Supplies	P428103301	152.20
	05/02/2024	DISCOUNT SCHOOL SUPP	22400392	04/16/2024	ARP ESSER After School (Kistler) Gubbiotti Tutoring Supplies	P428103301	95.96
3283	05/02/2024	SCHOLASTIC INC	22400393	04/17/2024	Title I (GAR MS) Novel (B. Joyce)	59439769	227.37
3284	05/08/2024	AMAZON CAPITAL SERVI	22400453	05/01/2024	Title I NonPub (Good Shepherd Academy) Sight word games, multisensory word cards, fidget popping mats	1YL3-PGM1-	288.72
3285	05/08/2024	BARKER, LINDSAY	0	04/17/2024	PA Middle Level Education Conference 2-24 and 2-25-2024 travel, rooms, meals, registration, etc Title I	PAMLE CONF	657.58
3286	05/08/2024	BARNES & NOBLE	22400403	04/24/2024	Title III - Russian Word to Word Dictionary	4537969	86.00
3287	05/08/2024	COREL INC	22400442	05/06/2024	Title I (High School) Graphics Suite	459026772	466.65
3288	05/08/2024	COSTELLO, MANDY	0	04/17/2024	PA Middle Level Education Conference 2-24 to 2-25-2024 travel, rooms, meals, registration, etc Title I	PAMLE CONF	623.71
3289	05/08/2024	ENCORE DATA PRODUCTS	22400470	05/07/2024	ARP ESSER After School (Headphones 3-5 and Middle School)	123719	4,360.00
3290	05/08/2024	FREEDOM THROUGH YOGA	22400472	05/01/2024	Title I (High School) Yoga/Wellness Classes	#8 March	840.00
3291	05/08/2024	INSTRUCTIONAL COACHI	22400482	05/03/2024	CSI School Improvement (Sol MS) Coaching Training	4132	1,995.00
3292	05/08/2024	LAKESHORE LEARNING M	22400391	04/15/2024	ARP ESSER After School (Heights) Youngblood Tutoring Supplies	4049560415	142.02
	05/08/2024	LAKESHORE LEARNING M	22400397	04/12/2024	ARP ESSER After School (Kistler) Hunter Tutoring Supplies	4049630412	71.22
	05/08/2024	LAKESHORE LEARNING M	22400434	04/24/2024	Title I Parent Engagement (GAR MS) Dominoes	4383200424	444.24
3293	05/08/2024	LUZERNE INTERMEDIATE	22400457	03/18/2024	Title III PE (Transperfect - February 2024)	2400000194	292.40
	05/08/2024	LUZERNE INTERMEDIATE	22400458	03/18/2024	Title III PE (Transperfect - February 2024)	2400000189	455.60
	05/08/2024	LUZERNE INTERMEDIATE	22400459	03/18/2024	Title III PE (Transperfect - February 2024)	2400000191	839.80
	05/08/2024	LUZERNE INTERMEDIATE	22400460	04/11/2024	Title III PE (Transperfect - March 2024)	2400000212	176.80
3294	05/08/2024	MYERS, MELISSA	0	04/10/2024	PA Middle Level Education	PAMLE CONF	688.06

CHECK CHECK			PO INVOICE		INVOICE	INVOICE	
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	NUMBER	AMOUNT
					Conference 2-24-2024 travel, rooms, meals, registration, etc CSI		
3295	05/08/2024	NEPA LOCAL SPORTS ME	22400443	03/25/2024	Title I (High School) Sports Broadcasting	2023-24 FA	5,200.00
3296	05/08/2024	ORIENTAL TRADING CO	22400451	05/01/2024	Title I (Dodson) ELA & Title I Literacy Program rewards	7309426420	581.78
3297	05/08/2024	REALLY GOOD STUFF LL	22400423	04/22/2024	ARP ESSER After School (Kistler) Barber Tutoring Supplies	8507793	69.34
	05/08/2024	REALLY GOOD STUFF LL	22400435	04/23/2024	Title I Parent Engagement (GAR MS) student backpacks	8508425	208.11
3298	05/08/2024	SCHOOL SPECIALTY LLC	22400438	05/01/2024	Title I Parent Engagement (GAR MS) card game	2081340619	467.64
3299	05/08/2024	SHI INTERNATIONAL CO	22400387	04/24/2024	CSI School Improvement (Sol MS) TV Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	B18239603	1,463.00
3300	05/08/2024	STA CENTRAL REGION	22400471	02/29/2024	ESSER 7% (After School Transportation)	70245951	2,300.00
3301	05/08/2024	THE BREWER-GARRETT C	0	03/28/2024	Project Name: WBASD ESCO, Application No: 8, Contract Date: 6/5/2023, Job number: 23051, Progress Billing Through: 03/28/24	B Pay App	392,497.00
3302	05/08/2024	THE READING WAREHOUS	22400439	04/30/2024	ARP ESSER After School PE (GAR MS) Book Box Parent Event	232084	184.95
	05/08/2024	THE READING WAREHOUS	22400441	04/30/2024	ARP ESSER After School (Heights) Book boxes	232086	359.95
	05/08/2024	THE READING WAREHOUS	22400440	04/30/2024	ARP ESSER After School (Kistler) Book boxes	232085	409.95
	05/08/2024	THE READING WAREHOUS	22400448	04/30/2024	ARP ESSER After School (Dodson) Book Boxes	232089	234.95
	05/08/2024	THE READING WAREHOUS	22400449	04/30/2024	ARP ESSER After School (Sol MS) Book Box	232090	184.95
	05/08/2024	THE READING WAREHOUS	22400444	04/30/2024	ARP ESSER After School (SPE) Book boxes	232088	284.95
3303	05/08/2024	VISTA HIGHER LEARNIN	22400463	05/02/2024	Title III (GAR MS) Bridges 6 year license - ESL	SI288766	11,697.92
	05/08/2024	VISTA HIGHER LEARNIN	22400394	04/27/2024	Title III NonPub - Decodable Readers	SI288591	15,370.95
	05/08/2024	VISTA HIGHER LEARNIN	22400436	04/26/2024	Immigrant/Title III (High School) ESL Engage	SI288539	25,007.76
3304	05/08/2024	WBASD CAFETERIA ACCO	22400450	03/31/2024	Title I (Dodson) 3/25/24 Event	97	439.85
	05/08/2024	WBASD CAFETERIA ACCO	22400481	04/30/2024	ARP ESSER After School PE (GAR MS) Multicultural Event Food	108	418.87
3305	05/17/2024	AMAZON CAPITAL SERVI	22400484	05/12/2024	CSI School Improvement (Sol MS) folders, organizers, game	1LQN-NCDL-	929.86
	05/17/2024	AMAZON CAPITAL SERVI	22400498	05/15/2024	Title I Parent Engagement (Kistler) Multicultural Event	1KDL-PT11-	59.23
3306	05/17/2024	DOMIANO, SUSAN	0	04/30/2024	April 2024 mileage: 59.5mi@\$.67/mi	APR24 MILE	39.87
3307	05/17/2024	ENCORE DATA PRODUCTS	22400447	05/13/2024	Title I NonPub (SNSM)	123801	795.00

CHECK CHECK			PO INVOICE		INVOICE	INVOICE	
NUMBER	DATE	VEND RO	NUMBER	D T M	D DESCRIPTION	NUMBER	AMOUNT
					Headphones		
3308	05/17/2024	GLOBAL INDUSTRIAL	22400473	05/07/2024	CSI School Improvement (Sol MS) Whiteboards	121869580	1,257.84
					Chronowski/Mercadante		
3309	05/17/2024	LAKESHORE LEARNING M	22400445	05/01/2024	ARP ESSER After School (GAR MS) Cavalari Tutoring	4578730501	18.99
					Supplies		
	05/17/2024	LAKESHORE LEARNING M	22400477	05/07/2024	ARP ESSER After School (Flood) Petlock Tutoring	4803420507	56.96
					Supplies		
3310	05/17/2024	MCGRAW-HILL SCHOOL E	22400480	05/14/2024	Title I NonPub (Good Shepherd) - Reading Wonders	1326513460	3,025.80
3311	05/17/2024	OLIVE BRANCH BP, INC	0	04/15/2024	3/15/2024 - 4/15/2024 105 Students Registered at WELA (\$7,5000/student amortized monthly), Monthly Furniture Rental (18 of 24), 2/16/2024 - 3/15/2024 Correction: Removed 6 PreK Counts Students from Invoice	2324-008	81,351.13
3312	05/17/2024	ORIENTAL TRADING CO	22400478	05/08/2024	ARP ESSER After School (Flood) Petlock Tutoring	7310570000	89.97
					Supplies		
	05/17/2024	ORIENTAL TRADING CO	22400497	05/09/2024	Title I Parent Engagement (Kistler) Multicultural Event	7310859880	114.79
3313	05/17/2024	SCHOLASTIC INC	22400429	04/25/2024	ARP ESSER After School (Heights) Brenner Tutoring	59784231	80.32
					Supplies		
3314	05/17/2024	SCHOOL SPECIALTY LLC	22400446	05/02/2024	ARP ESSER After School (GAR MS) Cavalari Tutoring	2081340668	148.81
					Supplies		
	05/17/2024	SCHOOL SPECIALTY LLC	22400461	05/02/2024	ARP ESSER After School - Primary Headphones	2081340663	16,366.80
	05/17/2024	SCHOOL SPECIALTY LLC	22400384	05/06/2024	ARP ESSER (High School) Rogowski tutoring supplies	3081045016	72.42
3315	05/17/2024	THE READING WAREHOUS	22400454	04/30/2024	Title I NonPub (Good Shepherd Academy) Phonics Read-Alouds Series	232082	44.82
3316	05/17/2024	ULINE SHIPPING SUPPL	22400426	04/23/2024	Title I Parent Engagement (High School) Folding Tables	177258842	281.95
3317	05/17/2024	WATKINS, MELISSA	0	04/30/2024	April 2024 mileage: 36mi@\$.67/mi	APR2024 MI	24.12
3318	05/29/2024	AMAZON CAPITAL SERVI	22400511	05/19/2024	CSI School Improvement (Sol MS) Reading Intervention Materials	1WLL-DYXP-	147.52
	05/29/2024	AMAZON CAPITAL SERVI	22400504	05/19/2024	CSI School Improvement (Sol MS) colored pencils, food coloring, coffee filters (STEM)	139Q-TLVK-	305.79
	05/29/2024	AMAZON CAPITAL SERVI	22400510	05/21/2024	ARP ESSER After School (Kistler) Ziploc Storage Bags	1VMH-RVRJ-	84.54
	05/29/2024	AMAZON CAPITAL SERVI	22400523	05/22/2024	CSI School Improvement (Sol MS) Wireless Presenters	1FK9-XDND-	187.32
3319	05/29/2024	BAGSINBULK.COM	22400465	05/01/2024	ARP ESSER After School - 12 Piece School Supply Kit	137523	756.00
3320	05/29/2024	BEST BUY BUSINESS AD	22400512	05/15/2024	ARP ESSER After School (High	8122364	199.97

CHECK CHECK			PO INVOICE		INVOICE	INVOICE	
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	NUMBER	AMOUNT
					School) Gosciwski Tutoring Supplies, Customer# 17312		
3321	05/29/2024	DISCOUNT SCHOOL SUPP	22400469	05/09/2024	ARP ESSER After School (Heights) K. Miles Tutoring Supplies, Account# 0008809840	P428575601	79.15
	05/29/2024	DISCOUNT SCHOOL SUPP	22400469	05/09/2024	ARP ESSER After School (Heights) K. Miles Tutoring Supplies, Account# 0008809840	P428575601	29.27
3322	05/29/2024	EMS LINQ INC	22400395	05/15/2024	Title I Community (ADA Compliance - Annual Scan), Custome# C-01886	C-125249	1,575.00
3323	05/29/2024	FED EX FREIGHT	22400461	05/10/2024	ARP ESSER After School (High School) Ferretti Tutoring Supplies, Account# 258714119, Fed Ex Shipping, PO#0022400461	8009773936	146.00
3324	05/29/2024	KURTZ BROTHERS	22400494	05/16/2024	CSI School Improvement (Sol MS) card stock, pipe cleaners, tape	26649.00	520.25
	05/29/2024	KURTZ BROTHERS	22400506	05/20/2024	CSI School Improvement (Sol MS) PBIS Activities	27130.00	369.50
3325	05/29/2024	LAKESHORE LEARNING M	22400502	05/13/2024	ARP ESSER After School (GAR MS) Thomas Tutoring Supplies	4992490513	56.98
	05/29/2024	LAKESHORE LEARNING M	22400468	05/08/2024	ARP ESSER After School (Heights) K. Miles Tutoring Supplies	4803390508	127.25
3326	05/29/2024	PAFPC	22400521	05/20/2024	Title I - PAFPC Membership - 4 seats Costello, Telesz, Williams, Zigmund	300002922	125.00
3327	05/29/2024	PHILLIPS SUPPLY CO	22400483	05/16/2024	CSI School Improvement (Sol MS) Composition Notebooks	J4211	2,746.20
3328	05/29/2024	POSITIVE PROMOTIONS	22400404	05/16/2024	ARP ESSER After School (High School) Title I Parent Engagement (High School) Card holders/lanyards	07389892	615.31
3329	05/29/2024	REALLY GOOD STUFF LL	22400388	04/12/2024	ARP ESSER After School (SPE) Hedgcock Tutoring Supplies	8500359	177.43
	05/29/2024	REALLY GOOD STUFF LL	22400390	04/16/2024	ARP ESSER After School (Heights) Youngblood	8501953	66.57
3330	05/29/2024	ROCHESTER 100 INC	22400496	05/16/2024	Title I (SPE) K-1 folders	INV074279	588.00
3331	05/29/2024	SHI INTERNATIONAL CO	22400503	05/21/2024	CSI School Improvement (Sol MS) TV Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	B18348947	699.95
3332	05/29/2024	STA CENTRAL REGION	22400518	04/30/2024	ESSER 7% - After School Transportation (April)	70256127	1,400.00
3333	05/29/2024	STAPLES INC	22400476	05/11/2024	ARP ESSER After School (Flood) Petlock Tutoring Supplies	6002321821	76.26
	05/29/2024	STAPLES INC	22400485	05/11/2024	ARP ESSER After School (High School) Ferretti Tutoring Supplies	6002321817	7.63
3334	05/29/2024	TEACHER DIRECT	22400413	05/22/2024	ARP ESSER After School (Kistler) Barber Tutoring Supplies	INV/2024/0	174.86
	05/29/2024	TEACHER DIRECT	22400414	05/22/2024	ARP ESSER After School	INV/2024/0	247.84

CHECK CHECK			PO INVOICE		INVOICE	INVOICE	
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	NUMBER	AMOUNT
					(Kistler) Hine Tutoring Supplies		
3335	05/29/2024	TEACHERS PAY TEACHER	22400514	05/16/2024	ARP ESSER After School (GAR MS) Andrews Tutoring Supplies	266940014	251.00
Totals for checks							588,239.21

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
202300458	05/03/2024	WBASD - GENERAL FUND	05/03/2024	Federal Operations Employer Costs WT 5-3-2024	5-2-2024	4,718.07
202300459	05/03/2024	WILKES-BARRE AREA SC	05/03/2024	Federal Operations Gross PR WT 5-3-2024	5-2-24	11,100.54
202300460	05/09/2024	WBASD - GENERAL FUND	05/09/2024	Federal Admin Employer Costs WT 5-9-2024	5-8-2024	18,380.77
202300461	05/09/2024	WILKES-BARRE AREA SC	05/09/2024	Federal Admin Gross PR WT 5-9-2024	5-8-24	42,800.70
202300462	05/10/2024	WBASD - GENERAL FUND	05/10/2024	Federal Teacher Employer Costs WT 5-10-2024	14771	89,814.18
202300463	05/10/2024	WILKES-BARRE AREA SC	05/10/2024	Federal Teacher Gross PR WT 5-10-2024	14779	210,279.40
202300464	05/17/2024	WBASD - GENERAL FUND	05/17/2024	Federal Operations Employer Costs WT 5-17-2024	5-16-2024	4,689.54
202300465	05/17/2024	WILKES-BARRE AREA SC	05/17/2024	Federal Operations Gross PR WT 5-17-2024	5-16-24	11,033.14
202300466	05/23/2024	WBASD - GENERAL FUND	05/23/2024	Federal Admin Employer Costs WT 5-23-2024	5-22-2024	18,130.52
202300467	05/23/2024	WILKES-BARRE AREA SC	05/23/2024	Federal Admin Gross PR WT 5-23-2024	5-22-24	42,172.57
202300468	05/24/2024	WBASD - GENERAL FUND	05/24/2024	Federal Teacher Employer Costs WT 5-24-2024	5-23-2024	84,042.72
202300469	05/24/2024	WILKES-BARRE AREA SC	05/24/2024	Federal Teacher Gross PR WT 5-24-2024	5-23-24	196,756.96
202300470	05/31/2024	WBASD - GENERAL FUND	05/31/2024	Federal Operations Employer Costs WT 5-31-2024	5-30-2024	4,668.43
202300471	05/31/2024	WILKES-BARRE AREA SC	05/31/2024	Federal Operations Gross PR WT 5-31-2024	5-30-24	10,983.26
202300472	05/13/2024	WBASD - GENERAL FUND	05/13/2024	April 2024 Federal Programs Interest WT 4-30-2024	21668	19,881.92
Totals for checks						769,452.72

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 #62858 to #62901 and General Fund Wire Transfers # 202300406, #202300407, #202312327 to #202312342 and Food Service Checks #3961 to #3969 which were drawn for payment since the last regular Board meeting of the Board of Education held on May 6, 2024 be approved.

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
62858	05/07/2024	PIAA DISTRICT II - T	05/01/2024	WBASD / 2023 Boy's Tennis Championships - Singles and Doubles 5/6/24 and 5/7/24	Tennis Cha	48.00
62859	05/08/2024	PA FBLA	04/29/2024	INVOICE 2024 SLC - HERSEY REGISTRATION # 583670 DATE 04/29/2024	2024SLCHER	36,742.00
62860	05/08/2024	PITNEY BOWES	04/27/2024	LATE CHARGE PAYMENT INV DATE : 04/27/2024	3319063615	35.00
62860	05/08/2024	PITNEY BOWES	02/23/2024	BILLING PERIOD: 12/24/2023 - 03/23/2024 CONTRACT # ENDING IN 9858 INV DATE: 02/23/2024	3318778936	603.00
62861	05/08/2024	PSBA INSURANCE TRUST	04/02/2024	SERVICES PROVIDED : ALL ACC PACKAGE	2425-SD-05	17,766.40
62862	05/08/2024	SKYWARD INC	07/01/2024	STUDENT MANAGEMENT ANNUAL LICVENCE FEE	0000229888	59,783.00
62862	05/08/2024	SKYWARD INC	07/01/2024	FINANCIAL MANAGEMENT CORE (SAAS) - SOFTWARE LICENSE	0000231358	68,581.40
62863	05/08/2024	STA CENTRAL REGION	03/31/2024	SHINE TRANSPORTATION FOR THE MONTH OF MARCH 2024	70251100	1,066.00
62863	05/08/2024	STA CENTRAL REGION	02/29/2024	TRANSPORTATION PROVIDED FOR THE MONTH OF FEB 2024 TRIP # 1248688 , TRIP # 1248869, TRIP # 1260339, TRIP # 1262623, TRIP# 1262624, TRIP# 1262626, TRIP# 1266133, TRIP# 1266137, TRIP# 1266157, TRIP# 126658, TRIP# 1266160, TRIP# 1267747, TRIP# 1267750, TRIP# 1267944, TRIP # 1226148, TRIP# 1226149, TRIP# 1259959, TRIP# 1267738, TRIP# 1259967, TRIP# 1260383, TRIP#126627, TRIP# 1262742, TRIP# 1267746, TRIP# 1260337, TRIP#1262603, TRIP# 1266125, TRIP# 1267748, TRIP# 1260382 TRIP# 1267751, TRIP# 1262615, TRIP# 1266161	70245950	8,317.75
62863	05/08/2024	STA CENTRAL REGION	02/29/2024	TRANSPORTATION FOR OUTSIDE PLACEMENT FOR THE MONTH OF FEB 2024	70245945	8,969.75
62863	05/08/2024	STA CENTRAL REGION	02/29/2024	TRANSPORTATION FOR SHINE PROGRAM FOR THE MONTH OF FEB 2024	70245947	1,066.00
62863	05/08/2024	STA CENTRAL REGION	03/31/2024	TRANSPORTATION FOR SERVICES / BAND/SWIM FOR THE MONTH OF MARCH 2024	70251103	4,876.00
62863	05/08/2024	STA CENTRAL REGION	03/31/2024	TRANSPORTATION FOR OUTSIDE PLACEMENT FOR THE MONTH OF MARCH 2024	70251098	9,269.75
62863	05/08/2024	STA CENTRAL REGION	02/29/2024	TRANSPORTATION FOR THE MONTH OF FEB 2024	28062118	460,890.91
62863	05/08/2024	STA CENTRAL REGION	02/29/2024	CREDIT FOR FEB 2024 TRANSPORTATION	28062118CR	-25,141.70
62863	05/08/2024	STA CENTRAL REGION	03/31/2024	TRANSPORTATION FOR MARCH 2024	28076123	474,987.64

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
62863	05/08/2024	STA CENTRAL REGION	03/31/2024	CREDIT FOR MARCH 2024 TRANSPORTATION	28076123CR	-32,745.01
62863	05/08/2024	STA CENTRAL REGION				0.00
62863	05/08/2024	STA CENTRAL REGION				0.00
62864	05/08/2024	THE DEPARTMENT OF HE	09/28/2023	RETURN INTEREST EARNED ON FEDERAL FUNDS	09282023	32,785.04
62865	05/08/2024	WASTE MANAGEMENT	05/08/2024	SERVICES PROVIDED FOR THE MONTH OF APRIL 2024	3160804-08	10,241.01
62866	05/10/2024	DIST II--PIAA TRACK	05/08/2024	Wolfpack / 2024 District 2 Track and Field Championships - 21 Athletes @ \$8.00	Championsh	168.00
62867	05/13/2024	PA FBLA	04/30/2024	PA FBLA - 2024 NLC -- ORLANDO	64031	6,125.00
62868	05/14/2024	COMCAST	05/14/2024	SERVICE PROVIDED FOR THE MONTH OF MAY 2024	8993 11 45	269.00
62868	05/14/2024	COMCAST	05/05/2024	SERVICE PROVIDED FROM XFINITY BILLING PERIOD 05/08/2024-06/07/2024	8993 11 45	14.06
62869	05/14/2024	PENNSYLVANIA POWER &	05/02/2024	06740 26003 730 S MAIN ST BILLING FOR MAY 2024	ADM BLDGMA	1,079.92
62869	05/14/2024	PENNSYLVANIA POWER &	05/02/2024	59710 25005 JONES AIRY STS BILLING BILLING FOR MAY 2024	DODSON ELE	1,516.61
62869	05/14/2024	PENNSYLVANIA POWER &	05/02/2024	10000 65002 565 N WASHINGTON ST BILLING FOR MAY 2024	DF AREA LT	44.17
62869	05/14/2024	PENNSYLVANIA POWER &	05/02/2024	49484 00006 565 N WASHINGTON ST 3 BILLING FOR MAY 2024	DF MOD UNI	408.46
62869	05/14/2024	PENNSYLVANIA POWER &	05/02/2024	10750 28000 565 N WASHINGTON ST BILLING FOR MAY 2024	DF ELEMMA	6,642.36
62869	05/14/2024	PENNSYLVANIA POWER &	05/02/2024	44280 28008 N GRANT AND AMBER ST BILLING BILLING FOR MAY 2024	HEIGHTS EL	8,669.27
62869	05/14/2024	PENNSYLVANIA POWER &	05/02/2024	92840 30001 OLD RIVER RD BILLING BILLING FOR MAY 2024	KISTLER EL	14,062.93
62869	05/14/2024	PENNSYLVANIA POWER &	05/02/2024	95050 30007 42 43 ABBOTT ST BILLING MAY 2024	SOL PL COM	11,337.73
62869	05/14/2024	PENNSYLVANIA POWER &	05/02/2024	91175-47000 HILLARD AND CHAPEL ST BILLING FOR MAY 2024	MACKIN AKA	5,574.88
62869	05/14/2024	PENNSYLVANIA POWER &	05/02/2024	11435 71001 MACKIN FIRE PUMP BILLING FOR MAY 2024	MACKIN FIR	61.58
62869	05/14/2024	PENNSYLVANIA POWER &	05/02/2024	39900 27009 S SHERMAN ST BILLING FOR MAY 2024	GAR MAY202	9,410.24
62869	05/14/2024	PENNSYLVANIA POWER &	05/02/2024	65180 32003 CAREY AVE HANOVER STS BILLING FOR MAY 2024	MEYERS HS	61.64
62869	05/14/2024	PENNSYLVANIA POWER &	05/02/2024	29091-36010 WBA HS TRAFFIC SIGNAL MAY BILL 2024	WBAHS TRAF	26.29
62869	05/14/2024	PENNSYLVANIA POWER &	05/02/2024	43369-21007 2021 WOLF PACK WAY STADIUM BILLING FOR MAY 2024	43369-2100	1,366.39
62869	05/14/2024	PENNSYLVANIA POWER &	05/02/2024	51180 35005 HANOVER ST BILLING FOR MAY 2024	DIST MEM S	40.16
62869	05/14/2024	PENNSYLVANIA POWER &	05/02/2024	48180 35008 40 CORLEAR ST BILLING FOR MAY 2024	DIST STADI	24.90
62869	05/14/2024	PENNSYLVANIA POWER &	05/02/2024	92900 27001 MOYALLEN ST AND ALMOND LN BILLING FOR MAY 2024	GAR FIELDM	25.06

CHECK CHECK		INVOICE		INVOICE		INVOICE	
NUMBER	DATE	VENDOR	DATE	DESCRIPTION	NUMBER	AMOUNT	
62869	05/14/2024	PENNSYLVANIA POWER &	05/02/2024	58750 27003 CONCESSION STAND DF BILLING FOR MAY 2024	CONCESSION	24.87	
62869	05/14/2024	PENNSYLVANIA POWER &	05/02/2024	93650 30001 SR 2002 MAIN ST BILLING FOR MAY 2024	SOLOMON FL	24.84	
62869	05/14/2024	PENNSYLVANIA POWER &	05/02/2024	79250-30027 136 MAFFET ST SERVICE 2 BILLING FOR MAY 2024	NEW ADMIN	29.59	
62869	05/14/2024	PENNSYLVANIA POWER &	05/06/2024	02580 32012 GRANT ST FIELD BILING FOR MAY 2024	GRANT STMA	13.93	
62869	05/14/2024	PENNSYLVANIA POWER &	05/08/2024	60493-92016 WBA HS SERVICE 2 BILLING FOR JUNE 2024	WBA HS SER	16,864.06	
62869	05/14/2024	PENNSYLVANIA POWER &	05/13/2024	78850-30023 136 MAFFET ST BILLING FOR MAY 2024	NEW ADMIN	30.15	
62869	05/14/2024	PENNSYLVANIA POWER &	05/13/2024	78650-30036 134 MAFFET ST - BILLING FOR MAY 2024	NEW ADMINM	47.43	
62869	05/14/2024	PENNSYLVANIA POWER &				0.00	
62869	05/14/2024	PENNSYLVANIA POWER &				0.00	
62869	05/14/2024	PENNSYLVANIA POWER &				0.00	
62870	05/14/2024	PITNEY BOWES	04/29/2024	SERVICES PROVIDED FOR BILLING PERIOD 03/01/2024- 05/29/2024	3319064641	840.00	
62871	05/14/2024	SERVICE ELECTRIC CAB	05/13/2024	1020970780 GAR MONTHLY BILLING FOR MAY 2024	1020970780	63.73	
62871	05/14/2024	SERVICE ELECTRIC CAB	05/13/2024	WOLFPACK ACADEMY @ DODSON EM/ALARM BILL FOR MONTH OF MAY 2024	1020970806	83.06	
62871	05/14/2024	SERVICE ELECTRIC CAB	05/13/2024	KISTLER ELEM EM/ALARMS BILL FOR MAY 2024	1020970848	83.06	
62871	05/14/2024	SERVICE ELECTRIC CAB	05/13/2024	FLOOD EM/ALARM MONTHLY BILLING FOR MAY 2024	1020970855	83.06	
62871	05/14/2024	SERVICE ELECTRIC CAB	05/13/2024	DODSON @ MACKIN MONTH SERVICE BILLING FOR MAY 2024	1020982017	83.06	
62871	05/14/2024	SERVICE ELECTRIC CAB	05/13/2024	1021557479 HEIGHTS MURRAY EM/ALARM MONTHLY BILLING FOR MAY 2024	1021557479	83.06	
62871	05/14/2024	SERVICE ELECTRIC CAB	05/13/2024	ADM BLDG ALARM/EM PHONE BILL FOR MONTH OF MAY 2024	1021566975	199.04	
62872	05/14/2024	SUNOCO SUN TRAC	05/22/2024	BILLING FOR FUEL MONTH OF APRIL 2024	96920682	1,208.23	
62873	05/14/2024	UGI PENN NATURAL GAS	05/08/2024	411005820179 730 S MAIN ST BILLING PERIOD 04/01/2024-04/30/2024	ADM BLDGMA	636.87	
62873	05/14/2024	UGI PENN NATURAL GAS	05/08/2024	411005819692 80 JONES ST BILLING PERIOD: 04/01/2024-04/30/2024	DODSONMAY2	1,698.40	
62873	05/14/2024	UGI PENN NATURAL GAS	05/08/2024	411003904777 80 JONES ST BILLING PERIOD: 03/21/2024- 04/19/2024	DODSON ELM	33.27	
62873	05/14/2024	UGI PENN NATURAL GAS	05/08/2024	411007245755 565 N WASHINGTON ST BILLING PERIOD: 03/21/2024-04/19/2024	DJ FLOODMA	32.06	
62873	05/14/2024	UGI PENN NATURAL GAS	05/08/2024	411007783078 N GRANT AND AMBER LA BILLING PERIOD: 04/03/2024-05/01/2024	HEIGHTSMAY	504.80	
62873	05/14/2024	UGI PENN NATURAL GAS	05/08/2024	411007778904 OLD RIVER RD BILLING PERIOD: 04/03/2024-04/30/2024	KISTLERMAY	358.29	

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62873	05/14/2024	UGI PENN NATURAL GAS	05/08/2024	411005681225 OLD RIVER RD BILLING PERIOD: 04/01/2024-04/30/2024	KISTLER PA	1,888.68
62873	05/14/2024	UGI PENN NATURAL GAS	05/08/2024	411004279401 ABBOTT ST BILLING PERIOD: 03/26/2024 - 04/24/2024	SOL PL CMP	421.75
62873	05/14/2024	UGI PENN NATURAL GAS	05/08/2024	411005619902 ABBOTT ST BILLING PERIOD:04/01/2024-04/30/2024	SOL PL FSM	1,643.18
62873	05/14/2024	UGI PENN NATURAL GAS	05/08/2024	411005188437 HILLARD AND CHAPEL ST BILLING PERIOD 04/03/2024-05/01/2024	MACKINMAY2	805.24
62873	05/14/2024	UGI PENN NATURAL GAS	05/08/2024	411005623276 250 S GRANT ST BILLING PERIOD 04/01/2024-04/30/2024	GARMAY2024	3,146.96
62873	05/14/2024	UGI PENN NATURAL GAS	05/08/2024	411009906693 2021 WOLFPACK WAY BILLING PERIOD: 04/01/2024-04/30/2024	WBA HSMAY2	4,614.67
62873	05/14/2024	UGI PENN NATURAL GAS	05/08/2024	411012875596 2021 WOLFPACK WAY - FIELD HOUSE BILLING FOR THE MONTH OF 03/26/24-04/24/2024	FIELD HOUS	303.10
62873	05/14/2024	UGI PENN NATURAL GAS	05/08/2024	411013349328 136 MAFFET ST BILLING PERIOD: 03/14/2024	NEW ADM BL	280.37
62873	05/14/2024	UGI PENN NATURAL GAS				0.00
62873	05/14/2024	UGI PENN NATURAL GAS				0.00
62874	05/21/2024	PETROLEUM SERVICE CO	05/13/2024	FUEL CHARGES MAY 2024	22908	19,771.45
62875	05/21/2024	WASTE MANAGEMENT	05/01/2024	SERVICES PROVIDED FOR BILLING PERIOD 04/01/2024-04/30/2024	3162986-08	2,342.26
62875	05/21/2024	WASTE MANAGEMENT	05/01/2024	SERVICES PROVIDED FOR BILLING PERIOD 04/01/2024-04/30/2024	3163141-08	3,604.29
62876	05/21/2024	NRG	05/16/2024	408294 408371 730 S MAIN ST BILLING FOR MAY 2024	ADM BLDG 4	170.19
62876	05/21/2024	NRG	05/16/2024	408294 624502 80 JONES ST BILLING FOR MAY 2024	DOD 408294	4.47
62876	05/21/2024	NRG	05/16/2024	408294 408369 JONES AND AIRY ST BILLING FOR MAY 2024	DODSON 408	1,220.87
62876	05/21/2024	NRG	05/16/2024	408294 408368 S SHERMAN AND LEHIGH STS BILLING FOR MAY 2024	G A R40829	2,149.31
62876	05/21/2024	NRG	05/16/2024	408294 617324 S SHERMAN ST BILLING FOR MAY 2024	HEIGHTS 40	651.07
62876	05/21/2024	NRG	05/16/2024	408294 617323 301 OLD RIVER RD BILLING FOR MAY 2024	KISTLER408	455.07
62876	05/21/2024	NRG	05/16/2024	408294 617325 42 ABBOTT ST R BILLING FOR MAY 2024	SOL PL 408	553.89
62876	05/21/2024	NRG	05/16/2024	408294 408374 42 43 ABBOTT ST R BILLING FOR MAY 2024	SOL PL4082	925.26
62876	05/21/2024	NRG	05/16/2024	408294-948156 2021 WOLFPACK WAY BILLING FOR MAY 2024	WBA HS	2,086.82
62876	05/21/2024	NRG	05/16/2024	408294 408372 OLD RIVER RD BILLING FOR MAY 2024	KISTLER 40	998.70
62876	05/21/2024	NRG				0.00
62877	05/21/2024	PENNSYLVANIA AMERICA	05/16/2024	1024-210035162985 730 S MAIN ST MAY 2024 BILL	ADM BLDGMA	135.73
62877	05/21/2024	PENNSYLVANIA AMERICA	05/16/2024	1024-20036048464 565 N	D FLOOD EL	967.42

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
				WASHINGTON ST BILLING FOR MAY 2024		
62877	05/21/2024	PENNSYLVANIA AMERICA	05/16/2024	1024-210035095115 JONES AND AIRY STS BILLING FOR MAY 2024	DODSON ELE	568.01
62877	05/21/2024	PENNSYLVANIA AMERICA	05/16/2024	1024 210034963932 250 S GRANT ST BILLING FOR MAY 2024	GARMAY2024	2,000.09
62877	05/21/2024	PENNSYLVANIA AMERICA	05/16/2024	1024 210034898397 S SHERMAN ST MAY BILL 2024	HEIGHTSMAY	3,659.60
62877	05/21/2024	PENNSYLVANIA AMERICA	05/16/2024	1024 210035372737 OLD RIVER RD BILLING FOR MAY 2024	KISTLERMAY	2,893.51
62877	05/21/2024	PENNSYLVANIA AMERICA	05/16/2024	1024-210034148849 OLD RIVER RD FS BILLING FOR MAY 2024	KISTLER FS	55.03
62877	05/21/2024	PENNSYLVANIA AMERICA	05/16/2024	1024-220012203262 HILLARD AND CHAPEL STS MAY 2024 BILL	MACKINMAY2	652.83
62877	05/21/2024	PENNSYLVANIA AMERICA	05/16/2024	1024-210048754779 134 MAFFET ST MAY 2024 BILL	NEW ADMINM	18.58
62877	05/21/2024	PENNSYLVANIA AMERICA	05/16/2024	1024-210028445118 ABBOTT ST MAY 2024 BILL	SOL PL COM	2,839.01
62877	05/21/2024	PENNSYLVANIA AMERICA	05/16/2024	1024-210028522770 ABBOTT ST FS BILLING FOR MAY 2024	SOL PL COM	125.04
62877	05/21/2024	PENNSYLVANIA AMERICA	05/16/2024	1024-220034184484 2021 WOLFPACK WAY PLAINS PA BILLING FOR MAY 2024	WBA HS	2,628.20
62877	05/21/2024	PENNSYLVANIA AMERICA				0.00
62878	05/29/2024	ASSURED PARTNERS OF	01/08/2024	ACCOUNT DEBOPIC-01, 22-26 TAX COLLECTOR BOND	91463	278.00
62879	05/29/2024	CENTINI, LORRAINE	06/01/2024	REIMBURSE MEDICAL INSURANCE PREMIUM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF JUNE 2024	reimb medJ	288.00
62880	05/29/2024	CHILCOTT, JUNE	04/15/2024	REIMBURSE MEDICAL PREMIUMS AS PER COLLECTIVE BARGAINING UNIT FOR MONTHS OF APRIL 2024 / HOP	MONTHAPRIL	126.00
62880	05/29/2024	CHILCOTT, JUNE	05/03/2024	REIMBURSE MEDICAL PREMIUMS AS PER COLLECTIVE BARGAINING UNIT FOR MONTHS OF MAY 2024 / HUMANA	MONTHMAY20	298.07
62881	05/29/2024	COSTELLO, BRIAN	06/01/2024	CONTRACTUAL EXPENSE ALLOWANCE FOR THE MONTH OF MAY 2024	05012024	150.00
62882	05/29/2024	DAVIS, BARBARA	06/01/2024	REIMBURSE MEDICAL PREMIUM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF JUNE 2024	REIMBURSEJ	320.00
62883	05/29/2024	GALLAGHER, MARGARET	06/01/2024	REIMBURSE MEDICAL INSURANCE PREMIUM AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF JUNE 2024	reimburseJ	320.00
62884	05/29/2024	KOTER, SHARON	06/01/2024	REIMBURSE EXP FOR MEDICAL INSURANCE AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF JUNE 2024	reimbJUNE2	320.00
62885	05/29/2024	LUZERNE INTERMEDIATE	06/01/2024	BILLING FOR JUNE 2024	MONTH LIU	453,538.09
62886	05/29/2024	MCGROARTY, CATHERINE	06/01/2024	REIMBURSE MEDICAL INSURANCE	REIMBURSEJ	303.00

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
				PREMIUM AS PER COLLECTIVE BARGAINING AGREEMENT FOR JUNE 2024		
62887	05/29/2024	MULLERY, LINDA	06/01/2024	REIMBURSE MEDICAL INSURANCE PREMIUM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF JUNE 2024	REIMBJUNE2	261.00
62888	05/29/2024	PITNEY BOWES	05/12/2024	SERVICES PROVIDED / STATEMENT DATE 05/12/2024	INVDAT060	200.00
62889	05/29/2024	RAYMOND WENDOLOSKI E	06/01/2024	BILLING FOR JUNE 2024	MONTHJUNE2	18,548.41
62890	05/29/2024	ROUGHSEGE, LOIS	06/01/2024	REIMBURSE MEDICAL INSURANCE PREMIUM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF JUNE 2024	REIMBJUNE2	250.00
62891	05/29/2024	SCHEIB, MARY	06/01/2024	REIMBURSE MEDICAL INS PREM AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF JUNE 2024	SCHEIBJUNE	309.00
62892	05/29/2024	SIMONELLI, GIACOMO	06/01/2024	REIMBURSE MEDICAL INSURANCE AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF JUNE 2024	REIMBURSEJ	320.00
62893	05/29/2024	SINCAVAGE, GEORGE	06/01/2024	WAREHOUSE SPACE RENTAL FOR THE MONTH OF JUNE 2024	091817JUNE	2,535.00
62894	05/29/2024	SPAGNUOLO, ALYSON	06/01/2024	REIMBURSE MED INSURANCE PREM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF JUNE 2024	reimburseJ	353.00
62895	05/29/2024	SUN LIFE ASSURANCE C	06/01/2024	BILLING FOR JUNE 2024	MONTHJUNE2	5,892.20
62896	05/29/2024	TELESZ, THOMAS	06/01/2024	REIMBURSE EXPENSES PER CONTRACT FOR THE MONTH OF MAY 2024	MONTHMAY20	125.00
62897	05/29/2024	WALLACE, PATRICIA	06/01/2024	REIMBURSE MEDICAL PREMIUM AS PER AGREEMENT FOR THE MONTH OF JUNE 2024	REIMBURSEJ	320.00
62898	05/29/2024	WILKES-BARRE AREA CT	06/01/2024	BILLING FOR JUNE 2024	MONTHJUNE2	426,804.00
62899	05/29/2024	WILLIAMS, SHARON	06/01/2024	REIMBURSE MEDICAL INS PREM AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF JUNE 2024	REIMBURSEJ	320.00
62900	05/29/2024	WITKO, REBA	06/01/2024	REIMBURSE MEDICAL AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF JUNE 2024	REIMBJUNE2	358.00
62901	05/29/2024	ZBIERSKI, SANDRA	06/01/2024	REIMBURSE MEDICAL INS PREM AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF JUNE 2024	REIMBURSEJ	320.00
Totals for checks						2,205,532.87

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	GENERAL FUND	5,892.20	32,785.04	2,166,855.63	2,205,532.87
***	Fund Summary Totals ***	5,892.20	32,785.04	2,166,855.63	2,205,532.87

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

CHECK NUMBER	VE DOR	CHECK DATE	INVOICE NUMBER	INVOICE DESCRIPTION	AMOUNT
202300406	CHASE INK	05/22/2024	04/11-05/1	BILLING PERIOD 04/11/2024-05/10/2024 ACCOUNT ENDING 0576	1,269.57
202300407	CITGO - WEX BANK	05/31/2024	04/23/24-0	BILLING PERIOD 04/23/2024-05/08/2024 ACCOUNT ENDING 2469	5,438.77
Totals for checks					6,708.34

CHECK NUMBER	VENDOR	CHECK DATE	INVOICE NUMBER	INVOICE DESCRIPTION	AMOUNT
202312327	WILKES-BARRE AREA SC	05/03/2024	Operations	F07-3 Operations Payroll 5/3/24	75,044.77
202312328	FEDERAL TRUST	05/03/2024	941 Pmt Op	941 Payment F07-3 and F07-8 Operation Payrolls 5/3/24	18,603.13
202312329	WILKES-BARRE AREA SC	05/08/2024	Amin.Pr 5/	F07 - 2 Admin. Payroll 5/9/24	324,055.73
202312330	FEDERAL TRUST	05/09/2024	941 Pmt Ad	941 Payment F07-2 and F07-1 Admin. Payrolls 5/9/24	89,861.98
202312331	WILKES-BARRE AREA SC	05/09/2024	Instr. Pr	F07-6 Instruction Payroll 5/10/24	1,410,819.12
202312332	FEDERAL TRUST	05/10/2024	941 Pmt In	941 Payment F07-6 and F07-7 Instruction Payrolls 5/10/24	413,299.47
202312333	WILKES-BARRE AREA SC	05/16/2024	Operations	F07-3 Operations Payroll 5/17/24	74,655.14
202312334	FEDERAL TRUST	05/17/2024	941 Pmt 5/	941 Payment F07-3 and F07-8 Operations Payroll 5/17/24	18,577.19
202312335	WILKES-BARRE AREA SC	05/22/2024	Admin. pr	F07-2 Admin. Payroll 5/23/24	325,000.29
202312336	FEDERAL TRUST	05/23/2024	941 Pmt Ad	941 Payment F07-2 and F07-1 Admin. Payrolls 5/23/24	89,922.80
202312337	WILKES-BARRE AREA SC	05/23/2024	Instr. Pr	F07-6 Instr. Payroll 5/24/24	1,456,140.71
202312338	FEDERAL TRUST	05/24/2024	941 Pmt In	941 Payment F07-6 and F07-7 Instr. Payrolls 5/24/24	423,459.95
202312339	WBASD - FEDERAL PROG	05/24/2024	May 2024 S	May 2024 Subsidy	1,707,081.08
202312340	WBASD CAFETERIA ACCO	05/28/2024	May 2024 S	May 2024 Subsidy	617,176.33
202312341	WILKES-BARRE AREA SC	05/30/2024	Oper.Pr 5/	F07-3 Operations Payroll 5/31/24	72,904.16
202312342	FEDERAL TRUST	05/31/2024	941 Pmt 5/	941 Payment F07-3 and F07-8 Operations Payroll 5/31/24	18,101.95
Totals for checks					7,134,703.80

CHECK CHECK			PO INVOICE		INVOICE	INVOICE	
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	NUMBER	AMOUNT
3961	05/08/2024	FRONTLINE FOOD SERVI	0	04/15/2024	April 5, 2024 Solomon Elem-Market Forge Steam Kettle	10628	697.25
	05/08/2024	FRONTLINE FOOD SERVI	0	04/11/2024	April 4, 2024 Kistler Elem-Imperial Convection Oven & Eagle Serving Line	10627	883.10
	05/08/2024	FRONTLINE FOOD SERVI	0	04/23/2024	April 15, 2024 GAR MS - Metro Food Warmer - Market Forge Steam Kettle & Rational Combi oven	10629	932.07
3962	05/08/2024	J. AMBROGI FOOD DIST	0	03/01/2024	Fresh fruit/vegetable program (grant): Pears	06153036	384.00
	05/08/2024	J. AMBROGI FOOD DIST	0	03/01/2024	Fresh fruit/vegetable program (grant): 2.5 cases of pears @ \$48/case	06153036 C	-120.00
	05/08/2024	J. AMBROGI FOOD DIST	0	03/01/2024	Fresh fruit/vegetable program (grant): Kistler - pears, carrots	06152864	557.10
	05/08/2024	J. AMBROGI FOOD DIST	0	03/01/2024	Fresh fruit/vegetable program (grant): Kistler - pears, 1 case @\$48/case	06152864 C	-48.00
	05/08/2024	J. AMBROGI FOOD DIST	0	03/01/2024	Fresh fruit/vegetable program (grant): Flood - pears, carrots	06152890	309.24
	05/08/2024	J. AMBROGI FOOD DIST	0	03/01/2024	Fresh fruit/vegetable program (grant): Dodson - pears, carrots	06152765	309.24
	05/08/2024	J. AMBROGI FOOD DIST	0	03/25/2024	Fresh fruit/vegetable program (grant): Heights - Apples	06167276	195.93
	05/08/2024	J. AMBROGI FOOD DIST	0	03/20/2024	Fresh fruit/vegetable program (grant): Heights - radishes, oranges	06162571	1,132.10
	05/08/2024	J. AMBROGI FOOD DIST	0	03/15/2024	Fresh fruit/vegetable program (grant): Heights - bananas, Fuji apples	06161248	393.24
	05/08/2024	J. AMBROGI FOOD DIST	0	03/13/2024	Fresh fruit/vegetable program (grant): Heights - carrots/celery	06158998	832.77
	05/08/2024	J. AMBROGI FOOD DIST	0	03/08/2024	Fresh fruit/vegetable program (grant): Heights - honeydew	06155830	1,188.64
	05/08/2024	J. AMBROGI FOOD DIST	0	03/06/2024	Fresh fruit/vegetable program (grant): Heights - apples	06155825	221.97
	05/08/2024	J. AMBROGI FOOD DIST	0	03/25/2024	Fresh fruit/vegetable program (grant): Dodson - Apples	06167278	167.94
	05/08/2024	J. AMBROGI FOOD DIST	0	03/20/2024	Fresh fruit/vegetable program (grant): Dodson - oranges, radishes	06162575	554.92
	05/08/2024	J. AMBROGI FOOD DIST	0	03/15/2024	Fresh fruit/vegetable program (grant): Dodson - Fuji apples, bananas	06161253	207.12
	05/08/2024	J. AMBROGI FOOD DIST	0	03/13/2024	Fresh fruit/vegetable program (grant): Dodson - carrots/celery	06158999	394.47
	05/08/2024	J. AMBROGI FOOD DIST	0	03/08/2024	Fresh fruit/vegetable program (grant): Dodson - honeydew	06155929	750.72
	05/08/2024	J. AMBROGI FOOD DIST	0	03/25/2024	Fresh fruit/vegetable program	06167279	223.92

CHECK CHECK			PO INVOICE		INVOICE	INVOICE	
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	NUMBER	AMOUNT
					(grant): Kistler - Apples		
3962	05/08/2024	J. AMBROGI FOOD DIST	0	03/20/2024	Fresh fruit/vegetable program	06162578	1,029.80
					(grant): Kistler - bananas, radishes		
	05/08/2024	J. AMBROGI FOOD DIST	0	03/15/2024	Fresh fruit/vegetable program	06161257	393.24
					(grant): Kistler - Fuji apples, bananas		
	05/08/2024	J. AMBROGI FOOD DIST	0	03/13/2024	Fresh fruit/vegetable program	06159000	876.60
					(grant): Kistler - carrots/celery		
	05/08/2024	J. AMBROGI FOOD DIST	0	03/08/2024	Fresh fruit/vegetable program	06155871	1,251.20
					(grant): Kistler - honeydew		
	05/08/2024	J. AMBROGI FOOD DIST	0	03/25/2024	Fresh fruit/vegetable program	06167280	167.94
					(grant): Flood - apples		
	05/08/2024	J. AMBROGI FOOD DIST	0	03/20/2024	Fresh fruit/vegetable program	06162580	554.92
					(grant): Flood - oranges, radishes		
	05/08/2024	J. AMBROGI FOOD DIST	0	03/15/2024	Fresh fruit/vegetable program	06161258	237.90
					(grant): Flood - Fuji apples, bananas		
	05/08/2024	J. AMBROGI FOOD DIST	0	03/13/2024	Fresh fruit/vegetable program	06159001	394.47
					(grant): Flood - carrots/celery		
	05/08/2024	J. AMBROGI FOOD DIST	0	03/08/2024	Fresh fruit/vegetable program	06155928	750.72
					(grant): Flood - honeydew		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/03/2024	Fresh fruit/vegetable program	06172875	492.39
					(grant): Flood - cauliflower		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/03/2024	Fresh fruit/vegetable program	06172879	611.76
					(grant): Flood - cantaloupe		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/10/2024	Fresh fruit/vegetable program	06177403	663.68
					(grant): Flood - bananas, red pepper strips		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/10/2024	Fresh fruit/vegetable program	06178241	328.82
					(grant): Flood - pears, apples, carrots, clementines, oranges		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/15/2024	Fresh fruit/vegetable program	06181012	267.00
					(grant): Flood - clementines		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/17/2024	Fresh fruit/vegetable program	06182111	476.01
					(grant): Flood - jicama		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/19/2024	Fresh fruit/vegetable program	06183226	840.96
					(grant): Flood - red grapes		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/22/2024	Fresh fruit/vegetable program	06185774	269.28
					(grant): Flood - Granny Smith apples		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/24/2024	Fresh fruit/vegetable program	06186871	445.84
					(grant): Flood - squash		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/26/2024	Fresh fruit/vegetable program	06186878	631.68
					(grant): Flood - fruit medley		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/29/2024	Fresh fruit/vegetable program	06190528	357.75
					(grant): Flood - Oranges		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/03/2024	Fresh fruit/vegetable program	06172854	1,053.17
					(grant): Dodson - califlower, cantaloupe		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/10/2024	Fresh fruit/vegetable program	06177399	600.16

CHECK CHECK		VENDOR	PO INVOICE		INVOICE	INVOICE	AMOUNT
NUMBER	DATE		NUMBER	DATE	DESCRIPTION	NUMBER	
					(grant): Dodson - bananas, red pepper strips		
3962	05/08/2024	J. AMBROGI FOOD DIST	0	04/15/2024	Fresh fruit/vegetable program	06181010	267.00
					(grant): Dodson - clementines		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/17/2024	Fresh fruit/vegetable program	06182100	476.01
					(grant): Dodson - jicama		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/19/2024	Fresh fruit/vegetable program	06183224	999.12
					(grant): Dodson - red grapes, pears		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/22/2024	Fresh fruit/vegetable program	06185772	262.40
					(grant): Dodson - Granny Smith apples, banans		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/24/2024	Fresh fruit/vegetable program	06186856	758.59
					(grant): Dodson - fruit medley, yellow squash		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/29/2024	Fresh fruit/vegetable program	06190510	357.75
					(grant): Dodson - oranges		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/15/2024	Fresh fruit/vegetable program	06181011	328.00
					(grant): Kistler - pears		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/03/2024	Fresh fruit/vegetable program	06172856	2,113.80
					(grant): Kistler - cauliflower, cantaloupe		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/10/2024	Fresh fruit/vegetable program	06177400	1,431.40
					(grant): Kistler - banana, red pepper strips		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/29/2024	Fresh fruit/vegetable program	06190525	171.00
					(grant): Kistler - bananas		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/17/2024	Fresh fruit/vegetable program	06182104	1,057.80
					(grant): Kistler - jicama		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/19/2024	Fresh fruit/vegetable program	06183225	1,401.60
					(grant): Kistler - red grapes		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/22/2024	Fresh fruit/vegetable program	06185773	359.04
					(grant): Kistler - Granny Smith apples		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/24/2024	Fresh fruit/vegetable program	06186857	1,114.60
					(grant): Kistler - squash		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/26/2024	Fresh fruit/vegetable program	06186861	1,052.80
					(grant): Kistler - fruit medley		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/03/2024	Fresh fruit/vegetable program	06172851	2,008.11
					(grant): Heights - cauliflower, cantaloupe		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/10/2024	Fresh fruit/vegetable program	06177387	1,367.88
					(grant): Heights - red pepper strips, bananas		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/15/2024	Fresh fruit/vegetable program	06181009	445.00
					(grant): Heights - clementines		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/17/2024	Fresh fruit/vegetable program	06182073	1,004.91
					(grant): Heights - jicama		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/19/2024	Fresh fruit/vegetable program	06183223	1,743.96
					(grant): Heights - red grapes, pears		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/22/2024	Fresh fruit/vegetable program	06185771	359.04

CHECK CHECK			PO INVOICE		INVOICE	INVOICE	
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	NUMBER	AMOUNT
					(grant): Heights - Granny Smith apples		
3962	05/08/2024	J. AMBROGI FOOD DIST	0	04/24/2024	Fresh fruit/vegetable program	06186843	1,471.81
					(grant): Heights - fruit medley, squash, bananas		
	05/08/2024	J. AMBROGI FOOD DIST	0	04/29/2024	Fresh fruit/vegetable program	06190509	855.98
					(grant): Heights - oranges, Gala apples, clementines		
3963	05/08/2024	K & D FACTORY SERVIC	0	04/15/2024	Drip tray was warped and dripping water	0419296	544.20
	05/08/2024	K & D FACTORY SERVIC	0	04/19/2024	04/09/24 Spoke with Sarah and she states the unit is giving service code 34-1	0419849	2,065.16
3964	05/08/2024	STANDING STONE CONSU	0	04/26/2024	Nutrition Inc Lunch Duty for the period of 04//15/2024 - 04/19/2024, security officers: Whited and Anderson	2024-656	811.13
	05/08/2024	STANDING STONE CONSU	0	05/01/2024	Nutrition Inc Lunch Duty for the period of 04/21/2024 - 04/27/2024, security officers: Whited and Anderson	2024-694	901.25
3965	05/08/2024	WILKES-BARRE CITY	0	04/16/2024	Nutrition Inc.- WB Area SD, Business License Restaurant Renewal, License #: BL15-000049	April 16,	200.00
3966	05/17/2024	CITIZENS' VOICE	0	04/07/2024	04/07/2024 82783127 CLL Bid notice food service	0424185303	533.63
3967	05/17/2024	STANDING STONE CONSU	0	05/09/2024	Nutrition Inc Lunch Duty for the period of 04/29/2024 - 05/03/2024, Security: Whited & Anderson	2024-738	811.13
3968	05/17/2024	THE TIMES LEADER	0	04/07/2024	04/07/2024 301144177 Food Service bid request - 81055540	000436 000	572.27
3969	05/17/2024	WBASD - GENERAL FUND	0	05/22/2024	WBASD Food Service Dept, April 2024 Fuel Purchases reimbursement to the General Fund for Food Service Vehicles	05222024	330.81
Totals for checks							51,040.21

BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE

D. GENERAL FUND

That checks #62902 to #63085 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 CHECK			INVOICE		INVOICE	
NUMBER	DATE	VENDOR	DATE	DESCRIPTION	NUMBER	AMOUNT
62902	06/11/2024	ESS NORTHEAST LLC	05/18/2024	BILLING FOR WEEK ENDING 05/18/2024 SUBSTITUTE TEACHERS: FLOOD, DODSON, KISTLER, GAR, HEIGHTS, SOL ELM, SOL MIDDLE, HS	INV542457	23,241.32
62902	06/11/2024	ESS NORTHEAST LLC	04/06/2024	BILLING FOR WEEK ENDING 04/06/2024 SUBSTITUTE TEACHERS FOR: FLOOD, MACKIN, KISTLER, GAR, HEIGHTS, SOL ELM, SOL MIDDLE, WBA HIGH SCHOOL	INV525105	18,232.27
62902	06/11/2024	ESS NORTHEAST LLC	03/09/2024	BILLING FOR WEEK ENDING 03/09/2024 SUBSTITUTE TEACHERS	INV513574	23,251.23
62902	06/11/2024	ESS NORTHEAST LLC	05/04/2024	BILL FOR WEEK ENDING 05/04/2024 SUBSTITUE TEACHERS	INV536317	21,477.07
62903	06/11/2024	ESS SUPPORT SERVICES	04/20/2024	BILLING FOR INVOICE ENDING 04/20/2024 PARAS @ DODSON, FLOOD, GAR, HEIGHTS, KISTLER, SOL MIDDLE, SOL ELM	INV529737	2,356.40
62903	06/11/2024	ESS SUPPORT SERVICES	04/13/2024	BILLING FOR INVOICE ENDING 04/13/2024 PARA'S : DODSON, GAR, HEIGHTS, KISTLER, SOL MIDDLE, SOL ELM	INV526992	2,192.00
62903	06/11/2024	ESS SUPPORT SERVICES	04/27/2024	SERIVCES PROVIDED BILL FOR WEEK ENDING 04/27/2024 PARA'S: DODSON, GAR, HEIGHTS, KISTLER, SOL MIDDLE, SOL ELM	INV531793	2,575.60
62903	06/11/2024	ESS SUPPORT SERVICES	03/09/2024	BILLING FOR WEEK ENDING 03/09/2024 PARA'S : DODSON, FLOOD, GAR, HEIGHTS, KISTLER, SOL MIDDLE, SOL ELEM	INV514549	3,342.80
62903	06/11/2024	ESS SUPPORT SERVICES	05/18/2024	BILLING FOR WEEK ENDING 05/18/2024	INV542458	3,288.00
62903	06/11/2024	ESS SUPPORT SERVICES	05/11/2024	BILLING WEEK ENDING 05/11/2024	INV538750	2,849.60
62903	06/11/2024	ESS SUPPORT SERVICES				0.00
62904	06/11/2024	CHESTER COUNTY INTER	05/24/2024	EDUCATIONAL SERVICES FOR STUDENT : LK	457542	55.73
62904	06/11/2024	CHESTER COUNTY INTER	05/10/2024	EDUCATIONAL SERVICES FOR STUDENT: LK	458078	6,524.07
62904	06/11/2024	CHESTER COUNTY INTER	04/01/2024	EDUCATIONAL SERVICES PROVIDED FOR STUDENT: LK	456936	5,281.39
62904	06/11/2024	CHESTER COUNTY INTER	04/09/2024	EDUCATIONAL SERVICES PROVIDED FOR STUDENT: LK	457141	179.38
62905	06/11/2024	CHILDREN'S SERVICE C	05/23/2024	EDUCATIONAL SERVICES PROVIDED FOR STUDENT : YH	INVDATE052	2,353.00
62905	06/11/2024	CHILDREN'S SERVICE C	04/22/2024	EDUCATIONAL SERVICES PROVIDED FOR STUDENTS: YH & IO	INVDATE042	2,172.00
62905	06/11/2024	CHILDREN'S SERVICE C	05/23/2024	EDUCATIONAL SERVICES PROVIDED FOR STUDENTS: AG, AC, AK, EV, GD, JU, TH, ZE, MM, AJ, & NW	INVDATE052	31,212.50
62905	06/11/2024	CHILDREN'S SERVICE C	04/22/2024	EDUCATIONAL SERVICES PROVIDED FOR STUDENTS: AG, AC, DK, EV, GD, GO, JU, KS, TH, ZE, MM, & AJ	INVDATE042	23,925.00

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
62906	06/11/2024	EAST STROUDSBURG ARE	03/27/2024	EDUCATIONAL SERVICES FOR STUDENT: JC	2023_7	10,107.88
62907	06/11/2024	HARBORCREEK YOUTH SE	04/11/2024	EDUCATIONAL SERVICES PROVIDED FOR STUDENT: KS	34974	1,545.44
62908	06/11/2024	HORSHAM CLINIC	04/29/2024	EDUCATIONAL SERVICES PROVIDED FOR STUDENT: AW	56074HC/AW	120.00
62908	06/11/2024	HORSHAM CLINIC	04/01/2024	EDUCATIONAL SERVICES PROVIDED FOR STUDENT: AW	56074HC/AW	1,080.00
62908	06/11/2024	HORSHAM CLINIC	03/01/2024	EDUCATIONAL SERVICES PROVIDED FOR STUDENT: AW	56074HC/AW	960.00
62908	06/11/2024	HORSHAM CLINIC	02/01/2024	EDUCATIONAL SERVICES PROVIDED FOR STUDENT: AW	56074HC/AW	1,200.00
62908	06/11/2024	HORSHAM CLINIC	01/19/2024	EDUCATIONAL SERVICES PROVIDED FOR STUDENT: AW	56074HC/AW	540.00
62908	06/11/2024	HORSHAM CLINIC	03/04/2024	EDUCATIONAL SERVICES PROVIDED FOR STUDENT: YH	56305HC/YH	900.00
62908	06/11/2024	HORSHAM CLINIC	04/01/2024	EDUCATIONAL SERVICES PROVIDED FOR STUDENT: YH	56305HC/YH	540.00
62908	06/11/2024	HORSHAM CLINIC	01/01/2024	EDUCATIONAL SERVICES FOR STUDENT: KS	55423HC-KS	900.00
62908	06/11/2024	HORSHAM CLINIC	03/01/2024	EDUCATIONAL SERVICES PROVIDED FOR STUDENT: KS	55423HC-KS	180.00
62908	06/11/2024	HORSHAM CLINIC	02/01/2024	EDUCATIONAL SERVICES FOR STUDENT: KS	55423HC-KS	1,200.00
62908	06/11/2024	HORSHAM CLINIC				0.00
62909	06/11/2024	JOHN MCELWEE	04/01/2024	RE: INTERNAL COACH ABA SERVICES	88	500.00
62910	06/11/2024	KIDSPACE NATIONAL C	10/31/2022	EDUCATIONAL SERVICES FOR STUDENT: AD	121947	160.00
62911	06/11/2024	THE MEADOW'S/UCBH	04/30/2024	EDUCATIONAL SERVICES PROVIDED FOR STUDENT : SC	79658	280.00
62911	06/11/2024	THE MEADOW'S/UCBH	03/13/2024	EDUCATIONAL SERVICES PROVIDED FOR STUDENT: CV	79325	700.00
62912	06/11/2024	MONTOUR SCHOOL DISTR	04/30/2024	EDUCATIONAL SERVICES PROVIDED FOR STUDENT: AM	100775	3,562.69
62912	06/11/2024	MONTOUR SCHOOL DISTR	05/31/2024	EDUCATIONAL SERVICES PROVIDED FOR STUDENT: AM	100927	4,125.22
62913	06/11/2024	NEW STORY LLC	05/01/2024	EDUCATIONAL SERVICES STUDENT: DT BILLING PERIOD 04/01/2024-04/30/2024 & 05/01/2024-05/31/2024	INV93266	13,200.00
62913	06/11/2024	NEW STORY LLC	05/01/2024	EDUCATIONAL SERVICES PROVIDED STUDENT: JT BILLING PERIOD 04/01/2024-04/30/2024 & 05/01/2024-05/31/2024	INV93265	10,674.00
62913	06/11/2024	NEW STORY LLC	05/01/2024	EDUCATIONAL SERVICES PROVIDED STUDENT : BM BILLING PERIOD 05/01/2024-05/31/2024	INV93264	9,595.00
62913	06/11/2024	NEW STORY LLC	05/01/2024	EDUCATIONAL SERVICES PROVIDED STUDENT: AH BILLING PERIOD 05/01/2024-05/31/2024	INV93263	7,372.00
62913	06/11/2024	NEW STORY LLC	05/01/2024	EDUCATIONAL SERVICES PROVIDED STUDENT: SC BILLING PERIOD: 05/01/2024-05/31/2024	INV93262	9,785.00
62913	06/11/2024	NEW STORY LLC	05/01/2024	EDUCATIONAL SERVICES PROVIDED STUDENT: SB BILLING PERIOD	INV93261	5,358.00

CHECK	CHECK		INVOICE	INVOICE	INVOICE	
NUMBER	DATE	VENDOR	DATE	DESCRIPTION	NUMBER	AMOUNT
				05/01/2024-05/31/2024		
62913	06/11/2024	NEW STORY LLC	05/01/2024	EDUCATIONAL SERVICES STUDENT: JT BILLING PERIOD	INV93260	7,182.00
				05/01/2024-05/31/2024		
62913	06/11/2024	NEW STORY LLC	05/01/2024	EDUCATIONAL SERVICES PROVIDED STUDENT: VN BILLING PERIOD	INV93259	7,182.00
				05/01/2024-05/31/2024		
62913	06/11/2024	NEW STORY LLC	05/01/2024	EDUCATIONAL SERVICES PROVIDED STUDENT: TH BILLING DATES:	INV93258	7,182.00
				05/01/2024-05/31/2024		
62913	06/11/2024	NEW STORY LLC	05/01/2024	EDUCATIONAL SERVICES STUDENT: PS BILLING PERIOD 05/01/2024-	INV93257	5,358.00
				05/31/2024		
62913	06/11/2024	NEW STORY LLC	05/01/2024	EDUCATIONAL SERVICES STUDENT: LT BILLING PERIOD:	INV93256	9,595.00
				05/01/2024-05/31/2024		
62913	06/11/2024	NEW STORY LLC	05/01/2024	EDUCATIONAL SERVICES STUDENT: HA BILLING PERIOD	INV93255	7,372.00
				05/01/2024-05/31/2024		
62913	06/11/2024	NEW STORY LLC	04/01/2024	EDUCATIONAL SERVICE, STUDENT: BM BILLING PERIOD:	INV88467	12,150.00
				03/01/2024-03/31/2024 &		
				04/01/2024-04/30/2024		
62913	06/11/2024	NEW STORY LLC	05/01/2024	EDUCATIONAL SERVICES, STUDENT: AH BILLING DATES:	INV88466	8,148.00
				04/01/2024-04/30/2024		
62913	06/11/2024	NEW STORY LLC	05/01/2024	EDUCATIONAL SERVICES, STUDENT: SC BILLING PERIOD	INV88465	10,815.00
				04/01/2024-04/30/2024		
62913	06/11/2024	NEW STORY LLC	04/01/2024	EDUCATIONAL SERVICES, STUDENT: SB BILLING PERIOD	INV88464	5,922.00
				04/01/2024-04/30/2024		
62913	06/11/2024	NEW STORY LLC	04/01/2024	EDUCATIONAL SERVICES, STUDENT: JT BILLING DATES:	INV88463	7,938.00
				04/1/2024-04/30/2024		
62913	06/11/2024	NEW STORY LLC	04/01/2024	EDUCATIONAL SERVICES, STUDENT: VN BILLING PERIOD	INV88462	7,938.00
				04/01/2024-04/30/2024		
62913	06/11/2024	NEW STORY LLC	04/01/2024	EDUCATIONAL SERVICES, STUDENT: TH BILLING PERIOD	INV88461	7,938.00
				04/01/2024-04/30/2024		
62913	06/11/2024	NEW STORY LLC	04/01/2024	EDUCATIONAL SERVICES, STUDENT: PS BILLING PERIOD	INV88460	5,922.00
				04/01/2024-04/30/2024		
62913	06/11/2024	NEW STORY LLC	04/01/2024	EDUCATIONAL SERVICES, STUDENT: LT BILLING PERIOD	INV88459	10,605.00
				04/01/2024-04/30/2024		
62913	06/11/2024	NEW STORY LLC	04/01/2024	EDUCATIONAL SERVICES, STUDENT: HA BILLING PERIOD	INV88458	8,148.00
				04/01/2024-04/30/2024		
62913	06/11/2024	NEW STORY LLC				0.00
62913	06/11/2024	NEW STORY LLC				0.00
62913	06/11/2024	NEW STORY LLC				0.00
62913	06/11/2024	NEW STORY LLC				0.00
62914	06/11/2024	NORTHERN REGION EDUC	04/08/2024	EDUCATIONAL SERVICES, STUDENT: JZ MARCH 2024	4V1716	2,380.00

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
				BILLING		
62914	06/11/2024	NORTHERN REGION EDUC	05/03/2024	EDUCATIONAL SERVICES, STUDENT: JZ BILLING FOR APRIL 2024	INV4V1966	1,540.00
62915	06/11/2024	PHOENIX CENTER FOR R	02/01/2024	EDUCATIONAL SERVICES PROVIDED FOR STUDENT: JZ FEB 2024	FEBRUARY20	2,856.50
62915	06/11/2024	PHOENIX CENTER FOR R	03/01/2024	EDUCATIONAL SERVICES PROVIDED FOR THE MONTH OF MARCH 2024 STUDENT: JZ	MARCH2024	2,856.50
62915	06/11/2024	PHOENIX CENTER FOR R	10/01/2023	EDUCATIONAL SERVICES, STUDENT: JZ BILLING FOR OCTOBER 2023	OCTOBER202	1,576.00
62915	06/11/2024	PHOENIX CENTER FOR R	11/01/2023	EDUCATIONAL SERVICES, STUDENT: JZ NOVEMBER 2023 BILLING	NOVEMBER20	3,349.00
62915	06/11/2024	PHOENIX CENTER FOR R	04/01/2024	EDUCATIONAL SERVICES PROVIDED FOR STUDENT JZ	INVDATEAPR	3,447.50
62916	06/11/2024	SPECIALIZED EDUCATIO	04/08/2024	EDUCATIONAL SERVICES FOR THE MONTH OF MARCH 2024	INV189726	155,011.50
62916	06/11/2024	SPECIALIZED EDUCATIO	05/07/2024	EDUCATIONAL SERIVCES PROVIDED FOR APRIL 2024	INV192290	156,979.75
62917	06/11/2024	UNITED THERAPY, LLC	05/12/2024	EDUCATIONAL SERIVCES PROVIDED FOR STUDENT: JE & KH	INVDATE051	3,773.60
62918	06/11/2024	WESTERN PA SCHOOL FO	03/31/2024	SERVICES PROVIDED INVOICE 7 OR 9 MARCH 2024 D.R.G	05829	6,000.00
62918	06/11/2024	WESTERN PA SCHOOL FO	04/30/2024	SERVICES PROVIDED INOVICE 8 OF 9 APRIL 2024 D.R.G	05884	6,000.00
62918	06/11/2024	WESTERN PA SCHOOL FO	05/31/2024	TRANSPORTATION INC 9 OF 10 MAY 2024- YM	05927	850.00
62918	06/11/2024	WESTERN PA SCHOOL FO	05/31/2024	PCA SERVICES - SCARNTION INVOICE 9 OF 9 MAY 2024 - DRG	05940	6,000.00
62919	06/11/2024	WYOMING VALLEY WEST	04/16/2024	SERVICE PROVIDED RE: BLA (LIFE SKILLS PLACEMENT)	INVOICE#5{	7,906.88
62920	06/11/2024	BASSLER EQUIPMENT CO	04/12/2024	Warehouse 24x24 Coroplast Do Not Enter, Red translucent overlay, 18x24 Coroplast, paper shredding, white corrugated plastic, black vinyl bright line, application tape.	7724	192.53
62920	06/11/2024	BASSLER EQUIPMENT CO	05/02/2024	Solomon- Signs and bolts	7789	237.27
62921	06/11/2024	BONNER CHEVROLET CO	04/26/2024	Warehouse-- Vehicle Inspection	24110	110.54
62922	06/11/2024	BUREAU VERITAS NATIO	04/18/2024	GAR-- 3yr Pressure Test- Elevator	INVDATE04/	628.68
62923	06/11/2024	CINTAS FIRE PROTECTI	05/07/2024	HS-- Inspection Exit Lights 90min/ Inspection Emergency Lights 90min	0F50709497	4,399.50
62923	06/11/2024	CINTAS FIRE PROTECTI	05/22/2024	Solomon-- Emergency exit & lighting inspections	0F50709764	2,799.00
62924	06/11/2024	CITY ELECTRIC SUPPLY	04/17/2024	Flood Foam Sealant, Tan wing nuts, bit and Wasp/Hornet Killer	WKB/003362	146.61
62924	06/11/2024	CITY ELECTRIC SUPPLY	04/17/2024	Flood Wallpk Wp1 LED Fa Cct 3K	WKB/003364	113.00
62924	06/11/2024	CITY ELECTRIC SUPPLY	04/24/2024	Warehouse-- Hole cutter, nut	WKB/003453	190.37

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
				driver, safety glasses		
62924	06/11/2024	CITY ELECTRIC SUPPLY	04/25/2024	Flood-- Drill bit, microstrip	WKB/003474	333.11
				misc. electrical supplies		
62924	06/11/2024	CITY ELECTRIC SUPPLY	05/17/2024	HS-- Sawzall Blade	WKB/003613	31.47
62924	06/11/2024	CITY ELECTRIC SUPPLY	05/17/2024	HS-- Box fitting &	WKB/003629	18.88
				Trademaster PLT		
62924	06/11/2024	CITY ELECTRIC SUPPLY	05/01/2024	Flood-- Philips 546993, 2"	WKB/003547	150.71
				Deep Box, 4" RND L- Holder		
				Cover, 4" Round Box, Flood		
				Lamp Holder, 18" Bellhanger		
				Bit		
62924	06/11/2024	CITY ELECTRIC SUPPLY	05/02/2024	Heights-- 120V-20A CB,	WKB/003569	174.33
				120/240V-30A CB, 120/240V-60A		
				CB & 120/240V-50A CB		
62924	06/11/2024	CITY ELECTRIC SUPPLY	05/20/2024	Heights-- extension cord for	WKB/003756	147.84
				fun day		
62924	06/11/2024	CITY ELECTRIC SUPPLY	05/17/2024	Flood-- Plastic SB Nail On	WKB/003736	7.34
62924	06/11/2024	CITY ELECTRIC SUPPLY	05/17/2024	Flood-- Extra Circuit	WKB/003739	226.24
62924	06/11/2024	CITY ELECTRIC SUPPLY	05/14/2024	HS-- various electrical	WKB/003680	352.94
				supplies		
62924	06/11/2024	CITY ELECTRIC SUPPLY	05/31/2024	Solomon-- PVC Jacketed	WKB/003706	305.29
62924	06/11/2024	CITY ELECTRIC SUPPLY				0.00
62925	06/11/2024	COOPER ELECTRIC	04/19/2024	WAREHOUSE Needle nose pliers	S05438120.	285.34
				& light bulbs		
62925	06/11/2024	COOPER ELECTRIC	05/06/2024	Warehouse-- Pliers, circuit	S054967640	95.12
				breaker, ground bar		
62925	06/11/2024	COOPER ELECTRIC	04/25/2024	Kistler-- Plug in CB, Pro	S054996605	109.69
				folding hex key set, ceiling		
				box & brace		
62925	06/11/2024	COOPER ELECTRIC	05/14/2024	Warehouse-- ITE B3100, THHN 4	S055071491	298.24
				STR GRN MR & Black Nitrile		
				Gloves		
62925	06/11/2024	COOPER ELECTRIC	05/06/2024	Warehouse-- Lumens, Cable,	S055098636	230.33
				Cover, WP Box, 125V GCFI		
				RCPT, Cully Round Head HD		
				Machine Screw Jars, WP Cover		
62925	06/11/2024	COOPER ELECTRIC	05/07/2024	HS--600V Fuse & 600V Puller	S055104570	318.85
62925	06/11/2024	COOPER ELECTRIC	05/15/2024	Admin-- SYL LED, 2pc Ballast,	S055189911	267.72
				Shatter Resistant Lamp		
62925	06/11/2024	COOPER ELECTRIC	05/16/2024	Heights-- Wignut, Saw LG	S055207503	74.72
				Arbor, Ice Hardened Hole Saw,		
				Boring Bit		
62925	06/11/2024	COOPER ELECTRIC				0.00
62926	06/11/2024	DRAINTECH INC	04/17/2024	Kistler Line Blockage in 2nd	971787	145.00
				& 3rd grade restroom		
62926	06/11/2024	DRAINTECH INC	05/02/2024	HS--Multiple bathrooms;	971866	340.00
				stoppage due to water bottle		
				& pencil		
62926	06/11/2024	DRAINTECH INC	05/09/2024	Heights--Main Line Repair	971946	345.00
62926	06/11/2024	DRAINTECH INC	05/09/2024	Heights-- main line	971943	2,150.00
				cleanout in multiple		
				locations including Vac/Pump		
				Truck fee		
62927	06/11/2024	FRANK N HENRY INC	03/26/2024	FRANK HENRY DISTRICT	96035	6,060.00
62927	06/11/2024	FRANK N HENRY INC	04/17/2024	Heights Exit Device and Level	96081	1,170.00
62927	06/11/2024	FRANK N HENRY INC	04/17/2024	GAR, closure	96080	550.00

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NUMBER	DATE	VENDOR	DATE	DESCRIPTION	NUMBER	AMOUNT
62928	06/11/2024	HILBERT'S EQUIP & WE	05/02/2024	Warehouse--Repair to 6x10 Single Axle Trailer	196047	483.00
62928	06/11/2024	HILBERT'S EQUIP & WE	04/25/2024	Warehouse-- John Deere Belt	196034	76.95
62929	06/11/2024	HOME DEPOT CREDIT SE	05/08/2024	Solomon--2-1/16"x100' Perfect-90 Flex, Ortho Home Defense, Bed Bug RTU	4122000219	58.94
62929	06/11/2024	HOME DEPOT CREDIT SE	05/22/2024	Solomon-- Shop Vac	H4122-3261	99.97
62930	06/11/2024	HOME DEPOT CREDIT SE	05/13/2024	Warehouse-- Sign: Danger, Restricted Area	4122000372	20.82
62931	06/11/2024	HOME DEPOT CREDIT SE	03/31/2024	HOME DEPOT ADM	4025092	311.82
62932	06/11/2024	KEUR LOCKER SERVICES	05/01/2024	SOLOMON-- Locker Parts	24386	1,520.00
62933	06/11/2024	LINDSEY EQUIPMENT	04/29/2024	Kistler-- General Repair	1023108	84.00
62933	06/11/2024	LINDSEY EQUIPMENT	04/29/2024	Heights- V-belt repair	1023102	30.37
62934	06/11/2024	MAIN AUTO	05/09/2024	ADMIN- Inspection, Oil Change	05092024	160.00
62935	06/11/2024	MAIN HARDWARE & DISC	04/26/2024	Warehouse-- spray foam and hydraulic cement	94034	43.95
62935	06/11/2024	MAIN HARDWARE & DISC	04/26/2024	Warehouse-- spray paint, staples and signs	94038	89.16
62935	06/11/2024	MAIN HARDWARE & DISC	05/07/2024	Warehouse- 2 cycle	94130	78.96
62935	06/11/2024	MAIN HARDWARE & DISC	05/09/2024	GAR-- Alum tube, spray paint & screws	94153	82.36
62935	06/11/2024	MAIN HARDWARE & DISC	05/09/2024	Warehouse-- Key & Gloves	94151	43.96
62935	06/11/2024	MAIN HARDWARE & DISC	05/08/2024	Warehouse-- Grabber, Key	94144	28.97
62935	06/11/2024	MAIN HARDWARE & DISC	05/02/2024	HS- Bucket & lid	94096	10.48
62935	06/11/2024	MAIN HARDWARE & DISC	05/01/2024	Warehouse-- Key, hook, clip	94085	9.36
62935	06/11/2024	MAIN HARDWARE & DISC	04/26/2024	Kistler-- Paint, brush & roller	94050	63.97
62935	06/11/2024	MAIN HARDWARE & DISC	05/10/2024	Heights-- PVC Reducer, PVC Reducer Bushing, PVC Female Adapter, Hose Adapter, Hose Cap, Glue, PVC Coupling & 100ft Hose	94185	134.78
62935	06/11/2024	MAIN HARDWARE & DISC	05/13/2024	HS-- Zip ties	94189	19.98
62935	06/11/2024	MAIN HARDWARE & DISC	05/14/2024	HS-- Mounting tape & caulking	94199	20.97
62935	06/11/2024	MAIN HARDWARE & DISC	05/22/2024	Kistler- Pump	94281	229.00
62935	06/11/2024	MAIN HARDWARE & DISC	05/22/2024	Kistler-- Propoxy, joint tailpiece, trap, j bend, pvc waste outlet & pvc cutter	94274	114.08
62935	06/11/2024	MAIN HARDWARE & DISC	05/30/2024	GAR-- Aluminum Tube & Screws	94246	77.97
62935	06/11/2024	MAIN HARDWARE & DISC	05/15/2024	Kistler-- Masterlock, carabiner & toilet handles	94212	226.77
62935	06/11/2024	MAIN HARDWARE & DISC	05/16/2024	Warehouse-- Hammer drill bi, tapcons, 8x3 screws, saw blade	94218	75.05
62935	06/11/2024	MAIN HARDWARE & DISC				0.00
62936	06/11/2024	MAIN HARDWARE	04/23/2024	Warehouse Beetle bag, skunk odor, mold cleaner, ft cable, turn buckle, eye bolt, cable clamp, drain weasel, drain cleaner, P trap, S trap, Plunger and weeder	093864	149.38
62936	06/11/2024	MAIN HARDWARE	04/29/2024	Flood-- Black Caulk	94052	19.98
62936	06/11/2024	MAIN HARDWARE	04/26/2024	Empire-- Signs	94042	7.96
62936	06/11/2024	MAIN HARDWARE	05/21/2024	Warehouse-- Duct Tape	94257	37.98
62937	06/11/2024	MECHANICAL SERVICE C	04/24/2024	GAR Generator Repair	25352A	1,399.91
62937	06/11/2024	MECHANICAL SERVICE C	04/24/2024	Solomon Generator Repair	25515A	1,170.00

CHECK	CHECK		INVOICE	INVOICE	INVOICE	
NUMBER	DATE	VENDOR	DATE	DESCRIPTION	NUMBER	AMOUNT
62938	06/11/2024	MINERS MILLS SERVICE	04/24/2024	Warehouse-- Diesel Fuel	04242024	78.00
62938	06/11/2024	MINERS MILLS SERVICE	04/23/2024	Warehouse-- PA inspection, cab corner & rocker panel	04232024	532.00
62939	06/11/2024	NORTHEAST SIGNAL AND	05/08/2024	Admin-- School Flasher Service/Repair	15049	2,663.23
62940	06/11/2024	PA PAPER & SUPPLY CO	04/26/2024	GAR-- Degreaser, 11" bowl brush, plunger, roll towel	S1558214.0	605.52
62940	06/11/2024	PA PAPER & SUPPLY CO	05/22/2024	HS--Machine repair	S1560722	106.00
62941	06/11/2024	RJ WALKER CO	04/11/2024	Dodson@ Mackin Generic Parts	S6187139.0	257.29
62941	06/11/2024	RJ WALKER CO	05/06/2024	RJ WALKER MACKIN	S6168289.0	806.44
62941	06/11/2024	RJ WALKER CO	04/19/2024	Warehouse-- Whizz Banger Urinal Cleaner and Black Mamba Nitrile Gloves	S6191471.0	229.36
62941	06/11/2024	RJ WALKER CO	05/01/2024	Kistler Acid for Urinal drains	S6191471.0	280.06
62941	06/11/2024	RJ WALKER CO	05/07/2024	Kistler-- toilet seats	S6201084.0	195.40
62941	06/11/2024	RJ WALKER CO	05/06/2024	HS- Sloan Vac Breaker, Hole Saw, Diablo HS Arbor Hex	S6200409.0	88.80
62941	06/11/2024	RJ WALKER CO	04/30/2024	HS-- Solenoids 4ea	S6197296.0	168.11
62941	06/11/2024	RJ WALKER CO	05/01/2024	HS- Flush Valve	S6197880.0	266.47
62941	06/11/2024	RJ WALKER CO	05/01/2024	HS-- Sloan Closet Repair Kit	S6197997.0	567.11
62942	06/11/2024	SCHINDLER ELEVATOR C	04/12/2024	GAR Back Elevator Repair	7153913729	687.62
62943	06/11/2024	SHERWIN WILLIAMS CO.	04/12/2024	GAR Paint	4905-0	245.44
62943	06/11/2024	SHERWIN WILLIAMS CO.	04/12/2024	Kistler Paint	4904-3	578.74
62943	06/11/2024	SHERWIN WILLIAMS CO.	05/15/2024	Kistler--playground paint	5766-5	764.02
62944	06/11/2024	STELL ENTERPRISES IN	04/22/2024	Heights-- Hydro excavate Inlet and and jet line out	24-040064	1,050.00
62945	06/11/2024	TORBIK SAFE & LOCK I	04/30/2024	HS--check doors D205 & D207 for locks not functioning	A122096	187.00
62946	06/11/2024	TORBIK SAFE & LOCK I	04/30/2024	HS-- Service to check doors C201 & C214	A122097	225.00
62947	06/11/2024	UNITED HEATING & AIR	04/26/2024	HS- Continue cleaning and serving units in C-wing, gym area and weight room.	15189	8,934.94
62947	06/11/2024	UNITED HEATING & AIR	05/10/2024	Kistler-- Clean condenser coils; add refrigerant	15222	706.60
62947	06/11/2024	UNITED HEATING & AIR	05/22/2024	Dodson @ Mackin-- Clean & Service al AC equipment	15236	5,377.11
62947	06/11/2024	UNITED HEATING & AIR	05/22/2024	Dodson @ Mackin-- A/C system failure	15238	1,703.41
62947	06/11/2024	UNITED HEATING & AIR	05/20/2024	Solomon- Room 224 not cooling, compressor problem; new fan blades & capacitors	15234	868.42
62947	06/11/2024	UNITED HEATING & AIR	05/13/2024	HS-- adjust damper to correct loud noise	15224	432.00
62948	06/11/2024	UNITED RENTALS	04/24/2024	Warehouse-- Electric Drill Diamond Bit, Generator	232976011-	226.00
62948	06/11/2024	UNITED RENTALS	05/15/2024	Heights-- Electric Drill	233888374-	43.00
62949	06/11/2024	VAC-WAY LAWN & GARDE	04/24/2024	Solomon-- Vacuum Repair, gasket, belt & cord	14547	197.65
62949	06/11/2024	VAC-WAY LAWN & GARDE	04/24/2024	Solomon-- vacuum repair, cord, outer bag, belt & gasket	14549	188.65
62949	06/11/2024	VAC-WAY LAWN & GARDE	04/24/2024	Solomon-- vacuum, repair, belt, gasket, handle socket	14548	123.65
62949	06/11/2024	VAC-WAY LAWN & GARDE	05/08/2024	Vac Way-- vacuum repairs	14601	234.70

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62949	06/11/2024	VAC-WAY LAWN & GARDE	05/08/2024	Kistler-- vacuum repairs	14602	161.65
62949	06/11/2024	VAC-WAY LAWN & GARDE	05/08/2024	Kistler-- vacuum repairs	14603	244.70
62949	06/11/2024	VAC-WAY LAWN & GARDE	05/03/2024	Kistler-- vacuum repairs	14604	215.60
62949	06/11/2024	VAC-WAY LAWN & GARDE	05/14/2024	GAR-- vacuum repairs	14673	114.70
62949	06/11/2024	VAC-WAY LAWN & GARDE	05/08/2024	Kistler-- vacuum repairs	14605	114.70
62950	06/11/2024	VALLEY POWER EQUIPME	04/24/2024	Warehouse-- Lawnmower service & battery replacement	160853	149.95
62950	06/11/2024	VALLEY POWER EQUIPME	05/06/2024	Warehouse-- Wheel & Cord	161507	113.26
62950	06/11/2024	VALLEY POWER EQUIPME	05/01/2024	GAR- no spill gas, engine oil and trimmer line	161226	79.25
62950	06/11/2024	VALLEY POWER EQUIPME	05/10/2024	Kistler- Leaf Blower	161779	289.99
62951	06/11/2024	WALTER'S HARDWARE	05/14/2024	WALTERS HDW SOLOMON	D220304	111.32
62951	06/11/2024	WALTER'S HARDWARE	03/22/2024	WALTERS HDW HIGH SCHOOL	D220387	138.36
62951	06/11/2024	WALTER'S HARDWARE	04/03/2024	HS Generic Plumbing	D220804	52.46
62951	06/11/2024	WALTER'S HARDWARE	04/29/2024	Solomon- plumbing back flow valve	D221769	90.28
62951	06/11/2024	WALTER'S HARDWARE	03/25/2024	Heights-- Ball Valves	D220463	91.46
62951	06/11/2024	WALTER'S HARDWARE	03/25/2024	Mackin-- Batteries	D220464	44.97
62951	06/11/2024	WALTER'S HARDWARE	05/16/2024	Heights- plumbing fittings	D222518	113.88
62951	06/11/2024	WALTER'S HARDWARE	05/17/2024	Flood- keys for construction crew	D222599	111.46
62951	06/11/2024	WALTER'S HARDWARE	05/13/2024	Heights-- sink parts	D222378	116.79
62951	06/11/2024	WALTER'S HARDWARE	05/08/2024	Warehouse-- drill bits, deadbolt & veg killer	D222180	100.04
62952	06/11/2024	WALTER'S HARDWARE	04/10/2024	Dodson@Mackin Batteries, washers & valves	D221061	99.31
62953	06/11/2024	WILKES BARRE MATERIA	05/06/2024	Warehouse-- Material SW09-3-2 9.5mm 2.03 TON	30677	119.77
62954	06/11/2024	AMERGIS HEALTHCARE S	04/18/2024	SERVICES PROVIDED PERIOD ENDING 04/13/2024 ACCOUNT ENDING 0818	E128941608	27,966.10
62955	06/11/2024	AVEANNA HEALTHCARE	04/19/2024	SERVICES PROVIDED EMPLOYEE NAME: AJ & YP	4454167	1,911.60
62955	06/11/2024	AVEANNA HEALTHCARE	04/19/2024	SERVICES PROVIDED EMPLOYEE: WT	4454166	4,680.00
62955	06/11/2024	AVEANNA HEALTHCARE	04/17/2024	SERVICES PROVIDED FOR THE MONTH OF MARCH 2024	4431977	29,041.39
62956	06/11/2024	BERKHEIMER ASSOCIATE	04/30/2024	LOCAL SERVICES TAX COMM BILLED / POSTAGE BILLED INVOICE DATE 04/30/2024	DISNUMBER5	673.46
62957	06/11/2024	BIROS UTILITIES, INC	05/07/2024	SERVICES PROVIDED / RENTAL / SOL MIDDLE DATES PROVIDED 05/08/2024-06/07/2024	189553	180.00
62957	06/11/2024	BIROS UTILITIES, INC	05/07/2024	SERVICES PROVIDED / RENTAL / HILLDALE FIELD DATES PROVIDED 05/08/2024-06/07/2024	189554	90.00
62957	06/11/2024	BIROS UTILITIES, INC	05/07/2024	SERVICES PROVIDED / RENTAL / BIRCHWOOD DATES PROVIDED 05/08/2024-06/07/2024	189555	90.00
62958	06/11/2024	C & G TUTORING	04/30/2024	SPANISH TUTORING SESSIONS	000195/000	721.00
62959	06/11/2024	C-K ALARM SYSTEMS	05/01/2024	MONITORING SERVICE BILING OR THE MONTH OF MAY 2024	134919	312.00
62960	06/11/2024	CALEX LOGISTICS	04/30/2024	SERVICES PROVIDED FOR THE MONTH OF APRIL 2024	I03301	98.00
62960	06/11/2024	CALEX LOGISTICS	05/01/2024	SERVICES PROVIDED FOR THE	I03327	268.50

CHECK NUMBER	CHECK DATE	VENDOR	INVO DATE	ICE DESCRIPTION	INVO NUMBER	ICE AMOUNT
				MONTH OF MAY 2024		
62961	06/11/2024	CHACKAN, BARBARA	04/01/2024	MILEAGE FOR APRIL 2024	MILEAGEAPR	17.42
62962	06/11/2024	CITIZENS' VOICE	02/29/2024	ADVERTISING INVOICE FEB 2024	02292024	591.23
62962	06/11/2024	CITIZENS' VOICE	04/30/2024	ADVERTISING INVOICE FOR APRIL 2024 BID NOTICE/INVITATION	04302024	1,080.15
62963	06/11/2024	CORCORAN, MICHAEL	04/01/2024	MILEAGE FOR APRIL 2024	MILEAGEAPR	79.06
62964	06/11/2024	DELUCA, JOELLE	03/06/2024	MILEAGE FOR REGION CHORUS FESTIVAL 03/06-03/08	0306-03082	120.60
62965	06/11/2024	DIAMOND COMMUNICATIO	05/07/2024	REAL ESTATE TAX BILLS - SUPPLEMENTAL	430887	128.54
62966	06/11/2024	DROST, CORINNE	03/01/2024	MILEAGE FOR THE MONTH OF MARCH 2024	MARCH2024	59.63
62966	06/11/2024	DROST, CORINNE	04/01/2024	MILEAGE FOR THE MONTH OF APRIL 2024	APRIL2024	62.98
62967	06/11/2024	FUNCTIONAL CONNECTIO	04/30/2024	SERVICES PROVIDED FOR THE MONTH OF MARCH & APRIL 2024	1114	6,739.50
62968	06/11/2024	GEIGER, JAMES	03/01/2024	MILEAGE FOR THE MONTH OF MARCH 2024	MARCH2024	54.27
62968	06/11/2024	GEIGER, JAMES	04/01/2024	MILEAGE FOR APRIL 2024	APRIL2024	73.03
62968	06/11/2024	GEIGER, JAMES	05/01/2024	MILEAGE FOR MAY 2024	MAY2024	62.31
62969	06/11/2024	GUYETTE COMMUNICATIO	05/14/2024	SERVICES PROVIDED FOR KISTLER 05/14/2024	0000044694	309.50
62969	06/11/2024	GUYETTE COMMUNICATIO	05/14/2024	SERVICES PROVIDED FOR SOL JHS	0000044684	131.25
62970	06/11/2024	HOEGEN & ASSOCIATES	04/18/2024	COURT ORDER # 2021-10749 REFUND PAID TAXES FOR WYOMING VALLEY MALL	69-00-0866	652,093.62
62971	06/11/2024	INTEGRA ONE	03/11/2024	STORAGE ENVIRONMENT UPDATES	CW76299	1,063.14
62972	06/11/2024	JONES, TODD	03/01/2024	MILEAGE FOR MARCH 2024	MARCH2024	54.94
62972	06/11/2024	JONES, TODD	04/01/2024	MILEAGE FOR APRIL 2024	APRIL2024	62.31
62973	06/11/2024	KALINAY, BRITTANY	02/01/2024	MILEAGE FOR FEB 2024	FEB2024	22.78
62973	06/11/2024	KALINAY, BRITTANY	03/01/2024	MILEAGE FOR THE MONTH OF MARCH 2024	MARCH2024	43.89
62973	06/11/2024	KALINAY, BRITTANY	04/01/2024	MILEAGE FOR APRIL 2024	APRIL2024	30.82
62974	06/11/2024	KARA S SCHMIDT PHD L	04/16/2024	SERVICES PROVIDED FOR: JK	04162024	5,500.00
62974	06/11/2024	KARA S SCHMIDT PHD L	04/26/2024	SERVICES PROVIDED 04/26/2024	INVDATE042	5,500.00
62975	06/11/2024	KING SPRY HERMAN FRE	02/29/2024	SERVICES PROVIDED 12/04/2023	186586	57.00
62976	06/11/2024	LAW OFFICES OF ANGEL	05/03/2024	SERVICES PROVIDED RE: JP	3435	90.00
62976	06/11/2024	LAW OFFICES OF ANGEL	05/03/2024	SERVICES PROVIDED RE: RP	3436	859.44
62976	06/11/2024	LAW OFFICES OF ANGEL	05/03/2024	SERVICES PROVIDED RE: SPECIAL COUNSEL	3437	324.00
62977	06/11/2024	LEIGHTON, BRIAN	04/01/2024	MILEAGE FOR APRIL 2024	MILEAGEAPR	140.70
62978	06/11/2024	MAKARAVAGE, ROBERT	04/01/2024	MILEAGE FOR APRIL 2024	MILEAGEAPR	64.99
62979	06/11/2024	MANNING, ERDIN	03/01/2024	MILEAGE FOR THE MONTH OF MARCH 2024	MARCH2024	30.15
62979	06/11/2024	MANNING, ERDIN	11/01/2023	MILEAGE FOR THE MONTH OF NOVEMBER 2023	NOVEMBER20	28.82
62979	06/11/2024	MANNING, ERDIN	01/01/2024	MILEAGE FOR THE MONTH OF JAN 2024	JAN2024	44.22
62979	06/11/2024	MANNING, ERDIN	02/01/2024	MILEAGE FOR THE MONTH OF FEB 2024	FEB2024	65.66
62979	06/11/2024	MANNING, ERDIN	12/01/2023	MILEAGE FOR THE MONTH OF DEC 2023	DECEMBER20	42.58
62979	06/11/2024	MANNING, ERDIN	04/01/2024	MILEAGE FOR THE MONTH OF APRIL 2024	APRIL2024	178.89
62979	06/11/2024	MANNING, ERDIN	04/16/2024	JOTFORM SUBSCRIPTION (TEACHER COMP/SPLIT FORMS/	04162024	288.00

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				STUDENT PARKING REQUESTS)		
				SKYWARD USER CONFERENCE		
62980	06/11/2024	MARSH, CARL	04/01/2024	MILEAGE FOR APRIL 2024	MILEAGEAPR	61.64
62981	06/11/2024	MOSKA, JAMIE	04/01/2024	MILEAGE FOR APRIL 2024	MILEAGEAPR	19.43
62982	06/11/2024	MYERS, MELISSA	04/01/2024	MILEAGE FOR APRIL 2024	APRIL2024	82.41
62983	06/11/2024	NRG CONTROLS NORTH,	05/16/2024	3RD QTR: 05/01/2024-07/31/2024	SC-WBSD052	9,446.50
62984	06/11/2024	PAPER EATERS LLC	04/01/2024	SERVICES PROVIDED FOR THE MONTH OF APRIL 2024	13417	75.00
62984	06/11/2024	PAPER EATERS LLC	05/10/2024	SERVICES PROVIDED FOR APRIL 2024	13489	75.00
62985	06/11/2024	PURE WATER TECHNOLOG	05/15/2024	MONTHLY RENTAL	220257	49.00
62986	06/11/2024	SCHINDLER ELEVATOR C	05/01/2024	ELEVATOR SERVICES PROVIDED	9170256661	4,978.08
62986	06/11/2024	SCHINDLER ELEVATOR C	05/01/2024	ELEVATOR SERVICES PROVIDED ; MACKIN	8106532965	705.87
62987	06/11/2024	SERAFINI, MARGO	08/30/2023	MILEAGE FOR AUG 2023 & SEPT 2023	AUG/SEPT20	83.38
62987	06/11/2024	SERAFINI, MARGO	10/02/2023	MILEAGE FOR OCTOBER 2023	OCTOBER202	44.54
62987	06/11/2024	SERAFINI, MARGO	11/01/2023	MILEAGE FOR THE MONTH OF NOVEMBER 2023	NOVEMBER20	52.27
62987	06/11/2024	SERAFINI, MARGO	12/01/2023	MILEAGE FOR THE MONTH OF DECEMBER 2023	DECEMBER20	54.95
62987	06/11/2024	SERAFINI, MARGO	01/01/2024	MILEAGE FOR MONTH OF JAN 2024	JAN2024	61.64
62987	06/11/2024	SERAFINI, MARGO	02/01/2024	MILEAGE FOR THE MONTH OF FEB 2024	FEB2024	69.61
62987	06/11/2024	SERAFINI, MARGO	03/01/2024	MILEAGE FOR THE MONTH OF MARCH 2024	MARCH2024	69.14
62987	06/11/2024	SERAFINI, MARGO	04/01/2024	MILEAGE FOR APRIL 2024	MILEAGEAPR	113.44
62988	06/11/2024	SNYDER & CLEMENTE	03/31/2024	PREPARATION OF FORMS 1099 FOR THE YEAR 12-31-23	52105	400.00
62989	06/11/2024	SPEIER, ROCHELLE	04/01/2024	MILEAGE FOR APRIL 2024	MILEAGEAPI	124.62
62990	06/11/2024	STA CENTRAL REGION	06/03/2024	TRANSPORTATION SERVICES PROVIDED APRIL 2024	70256116	11,079.75
62990	06/11/2024	STA CENTRAL REGION	04/30/2024	INV DATE 04/30/2024 - RE: SHINE PROGRAM	70256120	1,066.00
62990	06/11/2024	STA CENTRAL REGION	04/30/2024	TRANSPORTAION FOR THE MONTH OF APRIL 2024	28091116	524,019.76
62990	06/11/2024	STA CENTRAL REGION	04/30/2024	CREDIT FOR APRIL 2024 TRANSPORTATION	28091116CR	-26,410.22
62990	06/11/2024	STA CENTRAL REGION	04/30/2024	TRANSPORTATION FOR OUTSIDE AGENCIES MONTH OF APRIL 2024	70256124	4,922.25
62991	06/11/2024	STANDING STONE CONSU	05/01/2024	SECURITY SERVICES 04/21/2024-04/27/2024 HIGH SCHOOL, GAR, SOL MIDDLE	2024-693	14,958.05
62991	06/11/2024	STANDING STONE CONSU	05/01/2024	GREETERS FOR THE PERIOD OF 04/21/202-04/27/2024	2024-690	5,761.83
62991	06/11/2024	STANDING STONE CONSU	05/01/2024	EVENT OFFICER FOR THE PERIOD OF 04/26/2024-04/27/2024 PUFF PLAY HS	2024-692	339.42
62991	06/11/2024	STANDING STONE CONSU	04/26/2024	MONITORING MEYERS DATES OF SERVICE 04/14/2024-04/18/2024 ELI DAVIS, EMILIO CABREJA, JOSEPH BELL, JOSEPH KRATOHWILL, & RYAN VINES	2024-648	2,703.75
62991	06/11/2024	STANDING STONE CONSU	04/26/2024	GREETERS FOR THE PERIOD OF 04/15/2024-04/19/2024	2024-653	5,298.95

CHECK CHECK		INVOICE		INVOICE		INVOICE	
NUMBER	DATE	VENDOR	DATE	DESCRIPTION	NUMBER	AMOUNT	
62991	06/11/2024	STANDING STONE	CONS	04/26/2024	SECURITY SERVICES	2024-654	13,692.56
				04/15/2024-04/19/2024			
62991	06/11/2024	STANDING STONE	CONS	05/09/2024	GREETERS FOR THE PERIOD OF	2024-734	5,910.31
				04/29/2024-05/03/2024			
62991	06/11/2024	STANDING STONE	CONS	05/09/2024	SECURITY OFFICERS FOR EVENT -	2024-737	180.25
				PUFFIES PLAY 04/28/2024			
				DOROTHY MCCLOE & EDWARD HARTY			
62991	06/11/2024	STANDING STONE	CONS	05/09/2024	SECURITY SERVICES	2024-735	14,815.53
				04/29/2024-05/03/2024 HS,			
				GAR, & SOL MIDDLE			
62991	06/11/2024	STANDING STONE	CONS	05/14/2024	GREETERS FOR THE PERIOD OF	2024-772	5,030.45
				05/05/2024 - 05/11/2024			
62991	06/11/2024	STANDING STONE	CONS	05/14/2024	SECURITY SERVICES	2024-775	14,550.05
				05/05/2024-05/11/2024 HS,			
				GAR, SOL MIDDLE			
62991	06/11/2024	STANDING STONE	CONS	05/14/2024	EVENT OFFICERS FOR 05/10/2024	2024-774	163.26
				CAPPA ONE ACT EVENT OFFICER:			
				ROBERT PARTIN, DOROTHY			
				MCCLOE, JUWAN BREEDLOVE			
62991	06/11/2024	STANDING STONE	CONS	05/23/2024	GREETERS FOR THE PERIOD OF	2024-796	5,108.41
				05/13/2024-05/17/2024			
62991	06/11/2024	STANDING STONE	CONS	05/23/2024	SECURITY OFFICERS FOR THE	2024-800	606.05
				EVENTS SOL CONCERT 05/14, JR			
				JUMP START 05/15, KISTLER			
				CONCERT 05/15, HEIGHTS			
				CONCERT 05/16			
62991	06/11/2024	STANDING STONE	CONS	05/23/2024	SECURITY SERVICES	2024-797	13,165.86
				05/13/2024-05/17/2024 HS,			
				GAR, SOL MIDDLE			
62991	06/11/2024	STANDING STONE	CONS	05/29/2024	SECURITY OFFICERS FOR EVENTS:	2024-828	562.12
				SNHS HIGH SCHOOL 05/21, NJHS			
				GAR 05/21, WOLFPACK WIND DOWN			
				05/22, NJHS SOL MIDDLE 05/22,			
				CONCERT HIGH SCHOOL 05/23			
62991	06/11/2024	STANDING STONE	CONS	05/29/2024	SECURITY OFFICERS	2024-825	15,332.75
				05/20/2024-05/24/2024 HS,			
				GAR, SOL MIDDLE			
62991	06/11/2024	STANDING STONE	CONS	05/29/2024	GREETERS FOR THE PERIOD OF	2024-824	4,639.75
				05/20/2024-05/24/2024 DODSON,			
				SOL ELM, HEIGHTS, ADM, FLOOD,			
				GAR, HS, SOL MIDDLE, KISTLER			
62991	06/11/2024	STANDING STONE	CONS				0.00
62991	06/11/2024	STANDING STONE	CONS				0.00
62991	06/11/2024	STANDING STONE	CONS				0.00
62992	06/11/2024	THE TIMES LEADER		03/31/2024	ADVERTISING INVOICE /	4360000003	1,573.20
					STATEMENT BILLING PERIOD		
				03/31/2024-05/04/2024			
62993	06/11/2024	VALLEY PEST CONTROL		05/03/2024	MONTHLY SERVICES FOR FLOOD	59874	75.00
				05/03/2024			
62993	06/11/2024	VALLEY PEST CONTROL		04/22/2024	MONTHLY SERVICES FOR HEIGHTS	59603	120.00
62993	06/11/2024	VALLEY PEST CONTROL		04/25/2024	MONTHLY SERVICES FOR WBASD	59692	220.00
				HIGHSCHOOL			
62993	06/11/2024	VALLEY PEST CONTROL		04/26/2024	MONTHLY SERVICES FOR GAR	59712	150.00
62993	06/11/2024	VALLEY PEST CONTROL		04/29/2024	BI-WEEKLY SERVICE FOR KISTLER	59752	90.00
62993	06/11/2024	VALLEY PEST CONTROL		05/07/2024	MONTHLY SERVICES PROVIDED FOR	59938	50.00
				ADMIN BUILDING			

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62993	06/11/2024	VALLEY PEST CONTROL	05/06/2024	ADDITIONAL SERVICES PROVIDED FOR MACKIN 05/06/2024	59893	198.00
62993	06/11/2024	VALLEY PEST CONTROL	05/08/2024	MONTHLY SERVICES PROVIDED FOR SOL ELEM	59984	169.20
62993	06/11/2024	VALLEY PEST CONTROL	05/08/2024	ADDITIONAL SERVICES FOR KISTLER 05/08/2024	59986	209.88
62993	06/11/2024	VALLEY PEST CONTROL	05/10/2024	BI-WEEKLY SERVICES PROVIDED FOR KISTLER	60040	90.00
62993	06/11/2024	VALLEY PEST CONTROL	05/15/2024	MONTHLY SERVICES FOR MACKIN	60109	70.00
62993	06/11/2024	VALLEY PEST CONTROL	11/01/2023	MONTHLY SERVICES FOR HS 11/01/2023	56743	220.00
62993	06/11/2024	VALLEY PEST CONTROL	05/03/2023	MONTHLY SERVICES FOR DODSON	52395	60.00
62993	06/11/2024	VALLEY PEST CONTROL	06/07/2023	MONTHLY SERVICES FOR DODSON	53143	60.00
62993	06/11/2024	VALLEY PEST CONTROL	07/12/2023	MONTHLY SERVICES FOR DODSON	53926	60.00
62993	06/11/2024	VALLEY PEST CONTROL	08/08/2023	MONTHLY SERVICES FOR DODSON	54652	60.00
62993	06/11/2024	VALLEY PEST CONTROL	09/07/2023	MONTHLY SERVICES FOR DODSON	55426	60.00
62993	06/11/2024	VALLEY PEST CONTROL	10/06/2023	MONTHLY SERVICES FOR DODSON	56183	60.00
62993	06/11/2024	VALLEY PEST CONTROL	11/08/2023	MONTHLY SERVICES FOR DODSON	56866	60.00
62993	06/11/2024	VALLEY PEST CONTROL	12/05/2023	MONTHLY SERVICES FOR DODSON	57354	60.00
62993	06/11/2024	VALLEY PEST CONTROL	01/03/2024	MONTHLY SERVICES FOR DODSON 01/03/2024	57811	60.00
62993	06/11/2024	VALLEY PEST CONTROL	02/14/2024	MONTHLY SERVICES FOR DODSON 02/14/2024	58490	60.00
62993	06/11/2024	VALLEY PEST CONTROL	03/05/2024	MONTHLY SERVICES FOR DODSON 03/05/2024	58788	60.00
62993	06/11/2024	VALLEY PEST CONTROL	04/04/2024	MONTHLY SERVICES FOR DODSON 04/04/2024	59289	60.00
62993	06/11/2024	VALLEY PEST CONTROL	05/03/2024	MONTHLY SERVICES FOR DODSON 05/03/2024	59872	60.00
62993	06/11/2024	VALLEY PEST CONTROL	05/03/2023	MONTHLY SERVICES FOR ADMIN 05/03/2023	52391	50.00
62993	06/11/2024	VALLEY PEST CONTROL	06/07/2023	MONTHLY SERVICES FOR ADMIN 06/07/2023	53140	50.00
62993	06/11/2024	VALLEY PEST CONTROL	07/13/2023	MONTHLY SERVICES FOR ADMIN 07/13/2023	53960	50.00
62993	06/11/2024	VALLEY PEST CONTROL	08/08/2023	MONTHLY SERVICES FOR ADMIN 08/08/2023	54633	50.00
62993	06/11/2024	VALLEY PEST CONTROL	09/07/2023	MONTHLY SERVICES FOR ADMIN 09/07/2023	55423	50.00
62993	06/11/2024	VALLEY PEST CONTROL	10/06/2023	MONTHLY SERVICES FOR ADMIN 10/06/2023	56171	50.00
62993	06/11/2024	VALLEY PEST CONTROL	11/08/2023	MONTHLY SERVICES FOR ADMIN 11/08/2023	56863	50.00
62993	06/11/2024	VALLEY PEST CONTROL	12/05/2023	MONTHLY SERVICES FOR ADMIN 12/05/2023	57353	50.00
62993	06/11/2024	VALLEY PEST CONTROL	09/20/2023	ADDITIONAL SERVICES FOR FLOOD 09/20/2023	55771	230.00
62993	06/11/2024	VALLEY PEST CONTROL	05/02/2023	MONTHLY SERVICES FOR FLOOD 05/02/2023	52357	75.00
62993	06/11/2024	VALLEY PEST CONTROL	05/08/2023	MONTHLY SERVICES FOR FLOOD 05/08/2023	52536	75.00
62993	06/11/2024	VALLEY PEST CONTROL	06/05/2023	MONTHLY SERVICES FOR FLOOD 06/05/2023	53092	75.00
62993	06/11/2024	VALLEY PEST CONTROL	07/05/2023	MONTHLY SERVICES FOR FLOOD 07/05/2023	53775	75.00
62993	06/11/2024	VALLEY PEST CONTROL	08/15/2023	MONTHLY SERVICES FOR	54792	75.00

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				FLOOD08/15/2023		
62993	06/11/2024	VALLEY PEST CONTROL	09/12/2023	MONTHLY SERVICES FOR FLOOD	55567	75.00
				09/12/2023		
62993	06/11/2024	VALLEY PEST CONTROL	10/03/2023	MONTHLY SERVICES FOR FLOOD	56083	75.00
				10/03/2023		
62993	06/11/2024	VALLEY PEST CONTROL	04/19/2023	MONTHLY SERVICES FOR GAR	52041	150.00
				04/19/2023		
62993	06/11/2024	VALLEY PEST CONTROL	05/17/2023	MONTHLY SERVICES FOR GAR	52820	150.00
				05/17/2023		
62993	06/11/2024	VALLEY PEST CONTROL	06/12/2023	MONTHLY SERVICES FOR GAR	53257	150.00
				06/12/2023		
62993	06/11/2024	VALLEY PEST CONTROL	07/07/2023	MONTHLY SERVICES FOR GAR	53832	150.00
				07/07/2023		
62993	06/11/2024	VALLEY PEST CONTROL	09/26/2023	ADDITIONAL SERVICES FOR GAR	55886	100.00
				09/26/2023		
62993	06/11/2024	VALLEY PEST CONTROL	05/03/2023	MONTHLY SERVICES FOR DODSON	52414	70.00
				05/03/2023		
62993	06/11/2024	VALLEY PEST CONTROL	06/13/2023	MONTHLY SERVICES FOR DODSON	53269	70.00
				06/13/2023		
62993	06/11/2024	VALLEY PEST CONTROL	07/05/2023	MONTHLY SERVICES FOR DODSON	53756	70.00
				07/05/2023		
62993	06/11/2024	VALLEY PEST CONTROL	08/02/2023	MONTHLY SERVICES FOR DODSON	54504	70.00
				08/02/2023		
62993	06/11/2024	VALLEY PEST CONTROL	09/12/2023	MONTHLY SERVICES FOR DODSON	55547	70.00
				08/02/2023		
62993	06/11/2024	VALLEY PEST CONTROL	04/18/2023	BI WEEKLY SERVICES & ADDITIONAL SERVICES FOR KISTLER 04/18/2023	52008	144.20
62993	06/11/2024	VALLEY PEST CONTROL	09/08/2023	ADDITIONAL SERVICES FOR KISTLER 09/08/2023	55482	1,125.00
62993	06/11/2024	VALLEY PEST CONTROL	09/29/2023	BI WEEKLY SERVICES FOR KISTLER 09/29/2023	56004	80.00
62993	06/11/2024	VALLEY PEST CONTROL	10/02/2023	ADDITIONAL SERVICES FOR KISTLER 10/02/2023	56050	550.00
62993	06/11/2024	VALLEY PEST CONTROL	05/03/2023	BI WEEKLY SERVICES FOR KISTLER 05/03/2023	52460	90.00
62993	06/11/2024	VALLEY PEST CONTROL	05/16/2023	BI WEEKLY SERVICES FOR KISTLER 05/16/2023	52740	90.00
62993	06/11/2024	VALLEY PEST CONTROL	06/22/2023	BI WEEKLY SERVICES FOR KISTLER 06/22/2023	53496	90.00
62993	06/11/2024	VALLEY PEST CONTROL	07/06/2023	BI WEEKLY SERVICES FOR KISTLER 07/06/2023	53808	90.00
62993	06/11/2024	VALLEY PEST CONTROL	07/18/2023	BI WEEKLY SERVICES FOR KISTLER 07/18/2023	54083	90.00
62993	06/11/2024	VALLEY PEST CONTROL	08/02/2023	BI WEEKLY SERVICES FOR KISTLER 08/02/2023	54509	90.00
62993	06/11/2024	VALLEY PEST CONTROL	08/21/2023	BI WEEKLY SERVICES FOR KISTLER 08/21/2023	54972	90.00
62993	06/11/2024	VALLEY PEST CONTROL	09/06/2023	BI WEEKLY SERVICES FOR KISTLER 09/06/2023	55409	90.00
62993	06/11/2024	VALLEY PEST CONTROL	09/19/2023	BI WEEKLY SERVICES FOR KISTLER 09/19/2023	55741	90.00
62993	06/11/2024	VALLEY PEST CONTROL	11/02/2023	BI WEEKLY SERVICES FOR KISTLER 11/02/2023	56773	90.00
62993	06/11/2024	VALLEY PEST CONTROL	07/06/2023	MONTHLY SERVICES PROVIDED FOR SOL ELEM 07/06/2023	53815	150.00

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62993	06/11/2024	VALLEY PEST CONTROL	04/19/2023	MONTHLY SERVICES PROVIDED FOR SOL ELEM 04/19/2023	52040	180.00
62993	06/11/2024	VALLEY PEST CONTROL	05/11/2023	MONTHLY SERVICES PROVIDED FOR SOL ELEM 05/11/2023	52678	180.00
62993	06/11/2024	VALLEY PEST CONTROL	06/14/2023	MONTHLY SERVICES PROVIDED FOR SOL ELEM 06/14/2023	53313	180.00
62993	06/11/2024	VALLEY PEST CONTROL	07/06/2023	MONTHLY SERVICES PROVIDED FOR SOL ELEM 07/06/2023	53809	180.00
62993	06/11/2024	VALLEY PEST CONTROL	08/02/2023	MONTHLY SERVICES PROVIDED FOR SOL ELEM 08/02/2023	54498	180.00
62993	06/11/2024	VALLEY PEST CONTROL	10/06/2023	MONTHLY SERVICES PROVIDED FOR SOL ELEM 10/06/2023	56198	180.00
62993	06/11/2024	VALLEY PEST CONTROL	04/08/2024	MONTHLY SERVICES PROVIDED FOR SOL ELEM 04/08/2024	59359	180.00
62993	06/11/2024	VALLEY PEST CONTROL	09/12/2023	ADDITIONAL SERVICES PROVIDED FOR SOL ELEM 09/12/2023	55548	80.00
62993	06/11/2024	VALLEY PEST CONTROL	09/01/2023	ADDITIONAL SERVICES PROVIDED FOR SOL ELEM 09/01/2023	55307	610.00
62993	06/11/2024	VALLEY PEST CONTROL	08/18/2023	ADDITIONAL SERVICES PROVIDED FOR SOL ELEM 08/18/2023	54905	300.00
62993	06/11/2024	VALLEY PEST CONTROL	05/02/2023	MONTHLY SERVICE & ADDITIONAL SERVICE PROVIDED FOR HEIGHTS 05/02/2023	52343	210.00
62993	06/11/2024	VALLEY PEST CONTROL	05/12/2023	ADDITIONAL SERVICES PROVIDED FOR HEIGHTS 05/12/2023	52663	210.00
62993	06/11/2024	VALLEY PEST CONTROL	07/14/2023	ADDITIONAL SERVICES PROVIDED FOR HEIGHTS 07/14/2023	53922	350.00
62993	06/11/2024	VALLEY PEST CONTROL	04/24/2023	ADDITIONAL SERVICES PROVIDED FOR HEIGHTS 04/24/2023	52115	90.00
62993	06/11/2024	VALLEY PEST CONTROL	06/01/2023	MONTHLY SERVICES PROVIDED FOR HEIGHTS 06/01/2023	53058	120.00
62993	06/11/2024	VALLEY PEST CONTROL	07/05/2023	MONTHLY SERVICES PROVIDED FOR HEIGHTS 07/05/2023	53790	120.00
62993	06/11/2024	VALLEY PEST CONTROL	08/02/2023	MONTHLY SERVICES PROVIDED FOR HEIGHTS 08/02/2023	54487	120.00
62993	06/11/2024	VALLEY PEST CONTROL	08/24/2023	MONTHLY SERVICES PROVIDED FOR HEIGHTS 08/24/2023	55073	120.00
62993	06/11/2024	VALLEY PEST CONTROL	09/11/2023	MONTHLY SERVICES PROVIDED FOR HEIGHTS 09/11/2023	55531	120.00
62993	06/11/2024	VALLEY PEST CONTROL	11/07/2023	MONTHLY SERVICES PROVIDED FOR HEIGHTS 11/07/2023	56849	120.00
62993	06/11/2024	VALLEY PEST CONTROL	05/21/2024	MONTHLY SERVICES FOR WBA HIGH SCHOOL	60286	220.00
62993	06/11/2024	VALLEY PEST CONTROL	05/28/2024	MONTHLY PEST SERVICES - HEIGHTS	60361	120.00
62993	06/11/2024	VALLEY PEST CONTROL	05/28/2024	MONTHLY SERVICES - GAR	60376	150.00
62993	06/11/2024	VALLEY PEST CONTROL				0.00
62993	06/11/2024	VALLEY PEST CONTROL				0.00
62993	06/11/2024	VALLEY PEST CONTROL				0.00
62993	06/11/2024	VALLEY PEST CONTROL				0.00
62993	06/11/2024	VALLEY PEST CONTROL				0.00
62993	06/11/2024	VALLEY PEST CONTROL				0.00
62993	06/11/2024	VALLEY PEST CONTROL				0.00
62993	06/11/2024	VALLEY PEST CONTROL				0.00
62993	06/11/2024	VALLEY PEST CONTROL				0.00
62993	06/11/2024	VALLEY PEST CONTROL				0.00
62993	06/11/2024	VALLEY PEST CONTROL				0.00
62994	06/11/2024	WASLASKY, WAYNE	04/01/2024	MILEAGE FOR APRIL 2024	MILEAGEAPR	93.80

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62995	06/11/2024	WASTE MANAGEMENT	05/20/2024	SERVICES PROVIDED SERVICE PERIOD : 06/01/2024-06/30/2024	3167529-08	10,241.01
62996	06/11/2024	WELGOSH, JENNIFER	04/01/2024	MILEAGE FOR APRIL 2024	MILEAGEAPR	10.72
62997	06/11/2024	WILKES-BARRE AREA SC	04/01/2024	BOARD MEETING APRIL 2024	118	144.00
62997	06/11/2024	WILKES-BARRE AREA SC	05/01/2024	FOSTER GRANDPARENT (IN KIND) MEALS	05012024	441.75
62997	06/11/2024	WILKES-BARRE AREA SC	05/06/2024	BOARD MEETING MAY 2024	125	144.00
62998	06/11/2024	YANNIELLO, LAUREN	02/01/2024	MILEAGE FOR FEB & MARCH 2024	FEB/MARCH2	26.80
62998	06/11/2024	YANNIELLO, LAUREN	04/01/2024	MILEAGE FOR APRIL & MAY 2024	APRIL/MAY2	8.04
62999	06/11/2024	ZELINKA, THOMAS	05/01/2024	MILEAGE FOR MAY 2024	MAY2024	56.28
62999	06/11/2024	ZELINKA, THOMAS	04/01/2024	MILEAGE FOR ARPIL 2024	APRIL2024	52.93
63000	06/11/2024	AMAZON CAPITAL SERVI	04/29/2024	HEIGHTS MURRAY OFFICE SUPPLIES	1L67-16PP-	325.05
63000	06/11/2024	AMAZON CAPITAL SERVI	04/29/2024	Printer, and printer paper for Solomon Middle School Attendance Kiosk	1KYN-LP3R-	108.27
63000	06/11/2024	AMAZON CAPITAL SERVI	04/29/2024	SOL PLAINS MS SUPPLIES	1HFN-XKDD-	45.98
63000	06/11/2024	AMAZON CAPITAL SERVI	04/29/2024	WBA HS NURSE OFFICE/MK	1R97-T69F-	265.59
63000	06/11/2024	AMAZON CAPITAL SERVI	05/01/2024	WBA HS SUPPLIES/MK	1J4P-76H7-	216.93
63000	06/11/2024	AMAZON CAPITAL SERVI	04/30/2024	PURCHASING OFFICE SUPPLIES	1XQX-QHWH-	169.99
63000	06/11/2024	AMAZON CAPITAL SERVI	05/03/2024	HEIGHTS MURRAY RESOURCE OFFICER SUPPLIES	1HCW-FYYF-	44.76
63000	06/11/2024	AMAZON CAPITAL SERVI	05/10/2024	SOLOMON PLAINS PHONE	1TY4-646T-	87.59
63000	06/11/2024	AMAZON CAPITAL SERVI	05/03/2024	classroom supplies - Autistic Support - D. Egidio	1DTD-PW3C-	20.98
63000	06/11/2024	AMAZON CAPITAL SERVI	05/03/2024	WBA HS FIELDHOUSE SUPPLIES	1HNN-FMY-	76.51
63000	06/11/2024	AMAZON CAPITAL SERVI	05/06/2024	SOLOMON PLAINS ELEM SUPPLIES	1DDN-X1PF-	127.66
63000	06/11/2024	AMAZON CAPITAL SERVI	05/15/2024	Special Education - Autistic Support classroom - Manding Supplies - D. Egidio	1GJG-736P-	79.60
63000	06/11/2024	AMAZON CAPITAL SERVI	05/17/2024	SOL PL ELEM KINDERGARTEN ORIENTATION SUPPLIES	1RFH-XWLL-	426.43
63000	06/11/2024	AMAZON CAPITAL SERVI	05/15/2024	HEIGHTS MURRAY NURSE SUPPLIES	1R7L-41GN-	300.32
63000	06/11/2024	AMAZON CAPITAL SERVI	05/17/2024	WBA HS REPLENISHMENT	1KDL-PT11-	16.29
63000	06/11/2024	AMAZON CAPITAL SERVI	05/16/2024	Special Education classroom supplies - bathroom/sanitizing - AS & LSS classrooms	1KDL-PT11-	323.66
63000	06/11/2024	AMAZON CAPITAL SERVI	05/16/2024	Special Education - Autistic Support classroom - Manding supplies - S. White	1WL9-4KQF-	103.34
63000	06/11/2024	AMAZON CAPITAL SERVI	05/17/2024	Autistic Program need	1HQG-9M4V-	34.99
63000	06/11/2024	AMAZON CAPITAL SERVI	05/21/2024	MADD PARCHMENT PAPER FOR GRADUATION	1VMH-RVRJ-	29.97
63000	06/11/2024	AMAZON CAPITAL SERVI	05/20/2024	MADD PARCHMENT PAPER FOR GRADUATION	1JNV-H4DX-	412.63
63000	06/11/2024	AMAZON CAPITAL SERVI	05/21/2024	HEIGHTS MURRAY NURSE SUPPLIES	1FK9-XDND-	142.32
63000	06/11/2024	AMAZON CAPITAL SERVI	05/20/2024	tums	1FHN-NT4R-	832.00
63000	06/11/2024	AMAZON CAPITAL SERVI	05/19/2024	ADM BLDG MISC SUPPLY REPLENISHMENT	16D9-YY1J-	204.13
63000	06/11/2024	AMAZON CAPITAL SERVI	05/19/2024	Phone headset for Stacey Krawczeniuk @ Kistler.	14XX-4V3K-	29.99
63000	06/11/2024	AMAZON CAPITAL SERVI	05/19/2024	Tums 750 mgm	14GG-CY9Y-	166.40
63000	06/11/2024	AMAZON CAPITAL SERVI	05/19/2024	Lock for storage room. crimper for making network	1QRJ-19RQ-	69.75

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63000	06/11/2024	AMAZON CAPITAL SERVI	05/24/2024	Life Skills classroom need	1663-QRC1-	187.99
63000	06/11/2024	AMAZON CAPITAL SERVI	05/24/2024	Life Skills classroom need	19GD-HKGT-	11.90
63000	06/11/2024	AMAZON CAPITAL SERVI				0.00
63000	06/11/2024	AMAZON CAPITAL SERVI				0.00
63001	06/11/2024	FLINN SCIENTIFIC, IN	04/26/2024	Middle School Science Curriculum	2996282	51.70
63002	06/11/2024	GALLS LLC	05/25/2024	SPO JACKETS	028044281	174.70
63002	06/11/2024	GALLS LLC	04/05/2024	SPO JACKETS	027580895	87.35
63002	06/11/2024	GALLS LLC	04/25/2024	SPO JACKETS	027764921	313.53
63002	06/11/2024	GALLS LLC	04/29/2024	SPO JACKETS	027793059	124.22
63003	06/11/2024	HERFF JONES LLC	05/07/2024	WBA HS DIPLOMAS	1227096	2,792.42
63003	06/11/2024	HERFF JONES LLC	05/07/2024	WBA HS DIPLOMAS	1227243	146.90
63003	06/11/2024	HERFF JONES LLC	05/07/2024	WBA HS DIPLOMAS	1227014	101.60
63004	06/11/2024	HOME DEPOT CREDIT SE	02/22/2024	ADM BLDG SUPPLIES	4122000037	222.85
63005	06/11/2024	KURTZ BROTHERS	04/21/2024	SOL PL ELEM OFFICE SUPPLIES	23182.00	88.32
63005	06/11/2024	KURTZ BROTHERS	05/08/2024	SOL PL MS STEM PROGRAM -- REPLACEMENT FOR STAPLES ORDER NOT RECEIVED	25298.00	30.07
63005	06/11/2024	KURTZ BROTHERS	05/21/2024	WBA HS SUPPLY REPLENISHMENT	27125.00	7,100.00
63006	06/11/2024	LAKESHORE LEARNING M	04/19/2024	Classroom Requisition/Supplies - Autistic Support - J. Castrigano	4198470419	246.05
63007	06/11/2024	ODP BUSINESS SOLUTIO	05/14/2024	ADM BLDG CHROMEBOOK	3671361980	72.15
63007	06/11/2024	ODP BUSINESS SOLUTIO	05/14/2024	SOLOMON PLAINS MS CHROMEBOOKS	3671361740	129.87
63007	06/11/2024	ODP BUSINESS SOLUTIO	05/14/2024	SOLOMON PLAINS ELEM CHROMEBOOKS	3671361730	129.87
63007	06/11/2024	ODP BUSINESS SOLUTIO	05/14/2024	HEIGHTS MURRAY CHROMEBOOKS	3671361370	158.73
63007	06/11/2024	ODP BUSINESS SOLUTIO	05/14/2024	FLOOD CHROMEBOOKS	3671361430	115.44
63007	06/11/2024	ODP BUSINESS SOLUTIO	05/14/2024	DODSON@MACKIN CHROMEBOOKS	3671361210	86.58
63007	06/11/2024	ODP BUSINESS SOLUTIO	05/14/2024	WBA HS CHROMEBOOKS	3675631330	389.61
63007	06/11/2024	ODP BUSINESS SOLUTIO	05/14/2024	GAR MS CHROMEBOOKS	3671361140	173.16
63007	06/11/2024	ODP BUSINESS SOLUTIO	05/14/2024	KISTLER CHROMEBOOK ENVELOPES	3671361090	158.73
63008	06/11/2024	OPEN TEXT INC	05/16/2024	TECHNOLOGY ANNUAL SUBSCRIPTION WITH EXCESS USAGE	9004754261	2,811.20
63009	06/11/2024	PEARSON CLINICAL ASS	04/08/2024	WBA HS ASSESSMENTS B CHACAKAN	25188349	658.35
63010	06/11/2024	PENNSYLVANIA PAPER &	05/03/2024	HEIGHTS MURRAY PAPER PRODUCTS	S1558380.0	1,226.10
63010	06/11/2024	PENNSYLVANIA PAPER &	05/02/2024	WELA PAPER SUPPLIES	S1558747.0	169.61
63010	06/11/2024	PENNSYLVANIA PAPER &	05/08/2024	SOLOMON PLAINS CLEANING SUPPLIES	S1559260.0	221.64
63010	06/11/2024	PENNSYLVANIA PAPER &	05/08/2024	KISTLER PAPER PRODUCTS CLEANING SUPPLIES s1559253	S1559253.0	277.05
63010	06/11/2024	PENNSYLVANIA PAPER &	05/07/2024	GAR MS PAPER SUPPLIES	S1558214.0	379.53
63010	06/11/2024	PENNSYLVANIA PAPER &	04/26/2024	GAR MS PAPER SUPPLIES	S1558214.0	605.52
63010	06/11/2024	PENNSYLVANIA PAPER &	05/14/2024	GAR MS PAPER PRODUCTS	S1559702.0	769.15
63010	06/11/2024	PENNSYLVANIA PAPER &	05/22/2024	HEIGHTS MURRAY CUSTODIAL SUPPLIES	S1560519.0	291.40
63010	06/11/2024	PENNSYLVANIA PAPER &	05/17/2024	GAR MS CUSTODIAL SUPPLIES	S1560102.0	604.32
63010	06/11/2024	PENNSYLVANIA PAPER &	05/17/2024	KISTLER CUSTODIAL SUPPLIES	S1560125.0	444.58
63010	06/11/2024	PENNSYLVANIA PAPER &	05/06/2024	SOLOMON PLAINS PAPER/CLEANING SUPPLIES	s1558918.0	1,615.40
63010	06/11/2024	PENNSYLVANIA PAPER &	05/17/2024	SOLOMON PLAINS PAPER/CLEANING SUPPLIES	S1558918.0	138.90
63010	06/11/2024	PENNSYLVANIA PAPER &	05/22/2024	GAR MS CUSTODIAL SUPPLIES	S1560546.0	546.44

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63010	06/11/2024	PENNSYLVANIA PAPER &	05/22/2024	DODSON/MACKIN CUSTODIAL SUPPLIES	S1560614.0	290.76
63010	06/11/2024	PENNSYLVANIA PAPER &	05/23/2024	DODSON/MACKIN CUSTODIAL SUPPLIES	S1560614.0	32.24
63010	06/11/2024	PENNSYLVANIA PAPER &				0.00
63011	06/11/2024	RICE'S FOOD EQUIPMEN	05/02/2024	SOL PL FIELDHOUSE	76502	5,584.87
63012	06/11/2024	SCHOOL HEALTH CORPOR	04/30/2024	drinking cups	CINV000035	156.57
63012	06/11/2024	SCHOOL HEALTH CORPOR	04/17/2024	GAR MS NURSE SUPPLIES	CINV000040	161.98
63012	06/11/2024	SCHOOL HEALTH CORPOR	04/17/2024	GAR MS NURSE SUPPLIES	CINV000029	10.43
63012	06/11/2024	SCHOOL HEALTH CORPOR	04/15/2024	GAR MS NURSE SUPPLIES	CINV000027	1,121.52
63012	06/11/2024	SCHOOL HEALTH CORPOR	03/04/2024	water cups	CINV000009	33.05
63012	06/11/2024	SCHOOL HEALTH CORPOR	05/14/2024	water cups	CINV000042	126.97
63012	06/11/2024	SCHOOL HEALTH CORPOR	05/16/2024	HOLY REDEEMER NURSE SUPPLIES	CINV000043	78.28
63012	06/11/2024	SCHOOL HEALTH CORPOR	05/07/2024	HOLY REDEEMER NURSE SUPPLIES	CINV000038	75.48
63012	06/11/2024	SCHOOL HEALTH CORPOR	04/15/2024	HOLY REDEEMER NURSE SUPPLIES	CINV000027	41.72
63012	06/11/2024	SCHOOL HEALTH CORPOR	04/12/2024	HOLY REDEEMER NURSE SUPPLIES	CINV000027	5,553.31
63013	06/11/2024	TRI TECH FORENSICS I	05/23/2024	SPO SUPPLIES PRESUMPTIVE DRUG TEST	01022493	106.52
63014	06/11/2024	ULINE SHIPPING SUPPL	05/29/2024	SOLOMON PLAINS CUSTODIAL SUPPLIES REPLACEMENT	178105629	660.51
63015	06/11/2024	VERNIER SOFTWARE AND	04/30/2024	WBA HS SCIENCE CLASSROOM SUPPLIES	5489925	226.00
63016	06/11/2024	VICTIMS RESOURCE CEN	05/23/2024	HR Mandated and Permissive Reporter Training	INVDATE052	750.00
63017	06/11/2024	AMAZON CAPITAL SERVI	02/09/2024	Special Ed Requisition - Solomon Autistic Support - New Classroom Requisition (2nd attempt) - S. White	114K-MRYG-	1,138.62
63017	06/11/2024	AMAZON CAPITAL SERVI	05/07/2024	Special Ed Requisition - Solomon Autistic Support - New Classroom Requisition (2nd attempt) - S. White	1GKV-9KLX-	1,181.97
63018	06/11/2024	DWI ACQUISITIONS LLC	04/23/2024	WBA HS SCIENCE CLASSROOM FURNITURE	INV-000708	1,906.05
63019	06/11/2024	FLINN SCIENTIFIC, IN	04/27/2024	WBA HS SCIENCE CLASSROOM SUPPLIES	2996339	8,009.76
63020	06/11/2024	KURTZ BROTHERS	11/15/2023	DAN FLOOD ART SUPPLIES	63159.01	199.36
63020	06/11/2024	KURTZ BROTHERS	11/15/2023	DODSON @ MACKIN ART SUPPLIES	63161.01	249.20
63020	06/11/2024	KURTZ BROTHERS	01/08/2024	WBA HS ART SUPPLIES K FLAHERTY	65341.02	104.85
63021	06/11/2024	SCHOOL HEALTH CORPOR	04/25/2024	drinking cups	CINV000033	117.33
63022	06/11/2024	BALTIMORE, SANDY	05/09/2024	Official - WBASD Wolfpack Girls Lacrosse vs Dallas 5/9/24	Lacrosse 5	128.00
63023	06/11/2024	BARBACCI, DWIGHT	05/07/2024	Official - WBASD Wolfpack Baseball vs W.V.W. 5/7/24	Baseball 5	82.00
63023	06/11/2024	BARBACCI, DWIGHT	05/13/2024	Official - WBASD Wolfpack Baseball vs W.V.W. 5/13/24	Baseball 5	65.00
63024	06/11/2024	BATTAGLIA'S SPORTING	04/22/2024	WBA HS WRESTLING SUPPLIES	33972	348.00
63025	06/11/2024	BAYZICK, JOHN	05/01/2024	Official - WBASD Wolfpack Baseball vs Pittston 5/1/24	Baseball 5	82.00
63025	06/11/2024	BAYZICK, JOHN	05/02/2024	Official - WBASD Wolfpack Baseball vs Hazleton 5/2/24	Baseball 5	82.00
63026	06/11/2024	BROODY, PAUL	05/08/2024	Official - WBASD Wolfpack Track vs Crestwood 5/8/24	Track 5/8/	85.00
63027	06/11/2024	BSN SPORTS LLC	05/03/2024	WBA HS ATHLETICS GIRLS SOCCER	925656762	2,684.00

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63027	06/11/2024	BSN SPORTS LLC	05/10/2024	ATHLETICS GVB UNIFORM/EQUIPMENT	925710596	6,199.97
63027	06/11/2024	BSN SPORTS LLC	05/09/2024	ATHLETICS BOYS SOCCER	925698584	4,099.99
63027	06/11/2024	BSN SPORTS LLC	05/09/2024	ATHLETICS FOOTBALL UNIFORM	925698585	7,599.98
63028	06/11/2024	BUCHINSKI, DAVID	05/06/2024	Official - WBASD Wolfpack Baseball vs Crestwood 5/6/24	Baseball 5	65.00
63029	06/11/2024	BURNS, CHARLES	05/01/2024	Official - WBASD Wolfpack Track vs Dallas 5/1/24	Track 5/1/	85.00
63029	06/11/2024	BURNS, CHARLES	05/17/2024	Official - WBASD Wolfpack Track vs Hazleton 5/17/24	Track 5/17	85.00
63030	06/11/2024	CHIARUCCI, ANTHONY	05/17/2024	Official - WBASD Wolfpack Softball vs Berwick 5/17/24	Softball 5	58.00
63031	06/11/2024	CIANCI, JOSEPH	05/02/2024	Official - WBASD Wolfpack Volleyball vs Dallas 5/2/24	Volleyball	91.00
63032	06/11/2024	CONFORTI, CHARLES	05/08/2024	Official - WBASD Wolfpack Track vs Crestwood 5/8/24	Track 5/8/	70.00
63033	06/11/2024	COX, JAMES	04/27/2024	Official - WBASD Wolfpack Baseball vs Berwick 4/27/24	Baseball 4	128.00
63034	06/11/2024	CRYAN, SEAN	05/08/2024	Official - WBASD Wolfpack Track vs Crestwood 5/8/24	Track 5/8/	70.00
63035	06/11/2024	CZOPEK, ALEXANDER	04/16/2024	Official - WBASD Wolfpack Volleyball vs Delaware Valley 4/16/24	Volleyball	91.00
63036	06/11/2024	DEPRIMO, ANGELO	05/13/2024	Official - WBASD Wolfpack Track vs Pittston 5/13/24	Track 5/13	70.00
63037	06/11/2024	DOONER, KARA	05/02/2024	Official - WBASD Wolfpack Girls Lacrosse vs Wyoming Area 5/2/24	G.Lacrosse	128.00
63038	06/11/2024	EVANKO, DAMIAN	05/01/2024	Official - WBASD Wolfpack Track vs Dallas 5/1/24	Track 5/1/	70.00
63038	06/11/2024	EVANKO, DAMIAN	05/02/2024	Official - WBASD Wolfpack Unified Track vs WVW/Dallas 5/2/24	Track 5/2/	70.00
63038	06/11/2024	EVANKO, DAMIAN	05/20/2024	Official - WBASD Wolfpack Track vs Hanover, Hazleton, W.V.W. 5/20/24	Track 5/20	70.00
63039	06/11/2024	EVANS, BARRY	05/09/2024	Official - WBASD Wolfpack Volleyball vs Blue Ridge 5/9/24	Volleyball	91.00
63040	06/11/2024	GALICKI, FRANK	05/07/2024	Official - WBASD Wolfpack Baseball vs W.V.W. 5/7/24	Baseball 5	82.00
63041	06/11/2024	GORDON, JAMES	04/26/2024	Official - WBASD Wolfpack Softball vs Crestwood 4/26/24	Softball 4	75.00
63041	06/11/2024	GORDON, JAMES	05/01/2024	Official - WBASD Wolfpack Baseball vs Pittston 5/1/24	Baseball 5	82.00
63041	06/11/2024	GORDON, JAMES	05/02/2024	Official - WBASD Wolfpack Baseball vs Hazleton 5/2/24	Baseball 5	82.00
63042	06/11/2024	GUIDO, FRANK	05/07/2024	Official - WBASD Wolfpack Softball vs Hazleton 5/7/24	Softball 5	75.00
63042	06/11/2024	GUIDO, FRANK	05/22/2024	Official - WBASD Wolfpack Softball vs Williamsport 5/22/24	Softball 5	82.00
63043	06/11/2024	HARTZEL, MICHAEL	04/26/2024	Official - WBASD Wolfpack Baseball vs Tunkhannock 4/26/24	Baseball 4	82.00

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NUMBER	DATE	VENDOR	DATE	DESCRIPTION
63044	06/11/2024	KASKEY, HARRY	05/04/2024	Official - WBASD Wolfpack Baseball vs Tunkhannock 5/4/24
63045	06/11/2024	KEELER, BRADLEY	04/30/2024	Official - WBASD Wolfpack Volleyball vs WVW 4/30/24
63046	06/11/2024	KEELER, JACOB	05/02/2024	Official - WBASD Wolfpack Volleyball vs Dallas 5/2/24
63046	06/11/2024	KEELER, JACOB	04/30/2024	Official - WBASD Wolfpack Volleyball vs WVW 4/30/24
63047	06/11/2024	KEENE, JOSEPH	05/02/2024	Official - WBASD Wolfpack G.Lacrosse vs Wyoming Area 5/2/24
63048	06/11/2024	KEIPER, KEITH	05/07/2024	Official - WBASD Wolfpack Softball vs Hazleton 5/7/24
63048	06/11/2024	KEIPER, KEITH	05/22/2024	Official - WBASD Wolfpack Softball vs Williamsport 5/22/24
63049	06/11/2024	KERN, WILLIAM	05/07/2024	Official - WBASD Wolfpack Softball vs Hazleton 5/7/24
63050	06/11/2024	KHALIFE, ANTHONY	05/08/2024	Official - WBASD Wolfpack Track vs Crestwood 5/8/24
63050	06/11/2024	KHALIFE, ANTHONY	05/13/2024	Official - WBASD Wolfpack Track vs Pittston 5/13/24
63051	06/11/2024	KIRKUTIS, RONALD	05/17/2024	Official - WBASD Wolfpack Track vs Hazleton 5/17/24
63052	06/11/2024	LEVANDOWSKI, JANNA	05/08/2024	Official - WBASD Wolfpack Track vs Crestwood 5/8/24
63053	06/11/2024	LUSSI, LOUIS	04/29/2024	Official - WBASD Wolfpack Softball vs WVW 4/29/24
63054	06/11/2024	MCGEACHIE, DONALD	05/22/2024	Official - WBASD Wolfpack Softball vs Williamsport 5/22/24
63055	06/11/2024	MCGRADY, SHAYNE	04/16/2024	Official - WBASD Wolfpack Volleyball vs Delaware Valley 4/16/24
63055	06/11/2024	MCGRADY, SHAYNE	05/09/2024	Official - WBASD Wolfpack Volleyball vs Blue Ridge 5/9/24
63056	06/11/2024	PARSNIK, DAVID	04/29/2024	Meal Reimbursement For Boys Wrestling - Regionals 3/1-2/24
63057	06/11/2024	PATRICK, LEONARD	05/06/2024	Official - WBASD Wolfpack Baseball vs Crestwood 5/6/24
63058	06/11/2024	PLAINS TOWNSHIP	05/06/2024	Wilkes-Barre Area High School April 2024 - Overtime Reimbursement for Sports Events
63059	06/11/2024	PRICE, STEVE	05/01/2024	Official - WBASD Wolfpack Track vs Dallas 5/1/24
63060	06/11/2024	RIDDELL ALL AMERICAN	05/06/2024	ATHLETICS --FOOTBALL-- HELMET/SHOULDER PAD RECONDITIONING
63060	06/11/2024	RIDDELL ALL AMERICAN	02/29/2024	ATHLETICS --FOOTBALL-- HELMET/SHOULDER PAD RECONDITIONING

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63060	06/11/2024	RIDDELL ALL AMERICAN	03/06/2024	ATHLETICS --FOOTBALL-- HELMET/SHOULDER PAD RECONDITIONING	952026425	5,106.95
63061	06/11/2024	RUANE, MARY	05/08/2024	Official - WBASD Wolfpack Track vs Crestwood 5/8/24	Track 5/8/	70.00
63061	06/11/2024	RUANE, MARY	05/13/2024	Official - WBASD Wolfpack Track vs Pittston 5/13/24	Track 5/13	70.00
63062	06/11/2024	RUCH, THEODORE	05/08/2024	Official - WBASD Wolfpack Baseball vs Dallas 5/8/24	Baseball 5	65.00
63063	06/11/2024	SADOWSKI, DEBRA	05/08/2024	Official - WBASD Wolfpack Track vs Crestwood 5/8/24	Track 5/8/	80.00
63064	06/11/2024	SAPORITO, CARMEN	04/26/2024	Official - WBASD Wolfpack Softball vs Crestwood 4/26/24	Softball 4	75.00
63064	06/11/2024	SAPORITO, CARMEN	04/29/2024	Official - WBASD Wolfpack Softball vs WVW 4/29/24	Softball 4	75.00
63065	06/11/2024	SCALA, ANTHONY	04/26/2024	Official - WBASD Wolfpack Baseball vs Tunkhannock 4/26/24	Baseball 4	82.00
63066	06/11/2024	SCARNATO, PAUL	05/22/2024	Official - WBASD Wolfpack Softball vs Williamsport 5/22/24	Softball 5	82.00
63067	06/11/2024	SPEIER, ROCHELLE	05/02/2024	Official - WBASD Wolfpack Unified Track vs WVW/Dallas 5/2/24	Track 5/2/	80.00
63067	06/11/2024	SPEIER, ROCHELLE	05/20/2024	Official - WBASD Wolfpack Track vs Hanover,Hazleton, W.V.W. 5/20/24	Track 5/20	80.00
63068	06/11/2024	STA CENTRAL REGION	04/30/2024	April 2024 Athletic Transportation	70256114	17,740.50
63069	06/11/2024	STANDING STONE CONSU	04/26/2024	Security Officers For Athletic Events	2024-655	2,029.42
63069	06/11/2024	STANDING STONE CONSU	05/01/2024	Security Officers For Athletic Events	2024-691	820.66
63069	06/11/2024	STANDING STONE CONSU	05/09/2024	Security Officers For Athletic Events	2024-736	1,025.38
63069	06/11/2024	STANDING STONE CONSU	05/12/2024	Security Officers For Athletic Events	2024-773	629.85
63069	06/11/2024	STANDING STONE CONSU	05/23/2024	Security Officers for Athletic Events	2024-799	459.39
63069	06/11/2024	STANDING STONE CONSU	05/29/2024	Security Officers for Athletic Events	2024-829	137.51
63069	06/11/2024	STANDING STONE CONSU	05/29/2024	Security Officers for Athletic Events	2024-830	576.54
63070	06/11/2024	STASHIK, ALEXANDER	04/30/2024	Official - WBASD Wolfpack Baseball vs Holy Redeemer 4/30/24	Baseball 4	65.00
63071	06/11/2024	STRATTON, ALLEN	05/01/2024	Official - WBASD Wolfpack Track vs Dallas 5/1/24	Track 5/1/	70.00
63071	06/11/2024	STRATTON, ALLEN	05/17/2024	Official - WBASD Wolfpack Track vs Hazleton 5/17/24	Track 5/17	80.00
63072	06/11/2024	SWEENEY, KIMBERLY	05/13/2024	Official - WBASD Wolfpack Track vs Pittston 5/13/24	Track 5/13	70.00
63072	06/11/2024	SWEENEY, KIMBERLY	05/17/2024	Official - WBASD Wolfpack Track vs Hazleton 5/17/24	Track 5/17	70.00
63073	06/11/2024	TAYLOR, JACKIE	05/17/2024	Official - WBASD Wolfpack Softball vs Berwick 5/17/24	Softball 5	58.00

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
63074	06/11/2024	THOMAS, JENNIFER	05/01/2024	Official - WBASD Wolfpack Track vs Dallas 5/1/24	Track 5/1/	70.00
63074	06/11/2024	THOMAS, JENNIFER	05/02/2024	Official - WBASD Wolfpack Unified Track vs WVW/Dallas 5/2/24	Track 5/2/	85.00
63074	06/11/2024	THOMAS, JENNIFER	05/13/2024	Official - WBASD Wolfpack Track vs Pittston 5/13/24	Track 5/13	85.00
63074	06/11/2024	THOMAS, JENNIFER	05/20/2024	Official - WBASD Wolfpack Track vs Hanover, Hazleton, W.V.W. 5/20/24	Track 5/20	85.00
63075	06/11/2024	TWARDOWSKI, FRANK	05/17/2024	Official - WBASD Wolfpack Track vs Hazleton 5/17/24	Track 5/17	70.00
63076	06/11/2024	VASSELLO, CHARLES	05/13/2024	Official - WBASD Wolfpack Track vs Pittston 5/13/24	Track 5/13	70.00
63076	06/11/2024	VASSELLO, CHARLES	05/17/2024	Official - WBASD Wolfpack Track vs Hazleton 5/17/24	Track 5/17	70.00
63077	06/11/2024	WARD, PAUL	04/26/2024	Official - WBASD Wolfpack Softball vs Crestwood 4/26/24	Softball 4	58.00
63078	06/11/2024	WARREN, DONALD	05/01/2024	Official - WBASD Wolfpack Track vs Dallas 5/1/24	Track 5/1/	70.00
63079	06/11/2024	WHITED, CHARLES	04/30/2024	Official - WBASD Wolfpack Baseball vs Holy Redeemer 4/30/24	Baseball 4	65.00
63080	06/11/2024	WHITE, HAYDEN	05/13/2024	Official - WBASD Wolfpack Track vs Pittston 5/13/24	Track 5/13	80.00
63081	06/11/2024	WILSON, ALEXANDER	05/09/2024	Official - WBASD Wolfpack Girls Lacrosse vs Dallas 5/9/24	Lacrosse 5	128.00
63082	06/11/2024	WOZNIAK, NINALEIGH	05/01/2024	Official - WBASD Wolfpack Track vs Dallas 5/1/24	Track 5/1/	80.00
63082	06/11/2024	WOZNIAK, NINALEIGH	05/17/2024	Official - WBASD Wolfpack Track vs Hazleton 5/17/24	Track 5/17	70.00
63083	06/11/2024	ZANESKI, STANLEY	05/02/2024	Official - WBASD Wolfpack Softball vs WVW 5/2/24	Softball 5	87.00
63083	06/11/2024	ZANESKI, STANLEY	04/26/2024	Official - WBASD Wolfpack Softball vs Crestwood 4/26/24	Softball 4	58.00
63084	06/11/2024	ZAPOTOSKI, MICHAEL	05/08/2024	Official - WBASD Wolfpack Baseball vs Dallas 5/8/24	Baseball 5	65.00
63085	06/11/2024	ZUMCHAK, GREG	05/13/2024	Official - WBASD Wolfpack Baseball vs W.V.W. 5/13/24	Baseball 5	65.00

Totals for checks 2,353,741.51

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	2,353,741.51	2,353,741.51
***	Fund Summary Totals ***	0.00	0.00	2,353,741.51	2,353,741.51

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

BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE

E. CONTRACTED SERVICES

1. That approval be given to the Pennsylvania School-Based ACCESS Program (SBAP) Local Education Agency Agreement to Participate for the 2024-2025 fiscal year. **“Exhibit P”**
2. That authorization be given to the Business Administrator to enter into an agreement for natural gas service provider agreement beginning on July 1, 2025 based on the recommendation of Provident Energy.
3. That approval be given to approve the District's Workers Compensation Insurance Policy for the 2024-2025 school year effective July 1, 2023 through MEMIC Casualty Company at a cost of \$437,810.00.
4. That approval be given to renew the District's Commercial Package (Property and Liability, Commercial Automobile, the School Leader's Liability, Data Security and Excess/Umbrella and Violent Event/Active Shooter coverage through Assured Partners and Utica National Insurance Group, for the 2024-2025 school year, and UCPM effective July 1, 2024 through June 30, 2027 at a combined rate of \$407,216.03.
5. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and SMG (Mohegan Sun Arena at Casey Plaza), 255 Highland Park Blvd., Wilkes-Barre, PA for the Wilkes-Barre Area High School graduation ceremony being held on June 4, 2025. **“Exhibit Q”**
6. That approval be given to enter into an agreement with Raymond P. Wendolowski, Esq. to provide legal services for a five year period commencing July 1, 2024. The monthly retainer will remain the same at \$18,548.41 for 2024-2025 school year and adjusted annually on July 1 of years two, three and four based upon the Consumer Price Index of the preceding year with a cap of 3%, 5th year no increase.
7. That approval be given to enter into an agreement with David Horan Services for services at the high school. **“Exhibit R”**

BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE

9. That approval be given to renew the agreement between Wilkes-Barre Area School District and Skyward, Inc., July 1, 2024 through June 30, 2025. The annual cost is \$59,783.00.

Student Management Annual License Fee	\$26,383.00
Educator Gradebook Annual License Fee	\$9,013.00
Food Service Annual License Fee	\$8,792.00
Health Records Annual License Fee	\$5,498.00
Graduation Requirements Annual License Fee	\$2,640.00
Family & Student Access Annual License Fee	\$2,198.00
LMS/One Roster API Annual License Fee	\$2,046.00
IEP Writer Annual License Fee	\$904.00
Maintenance Renewal – OpenEdge Transparent Data Encryption	\$2,309.00

10. That approval be given to renew the agreement with Raptor Technologies for the its visitor management system at an annual cost of \$7,260.00.
11. That approval be given to renew the Student Accident/Interscholastic Sports Insurance Policy for the 2024-2025 and 2025-2026 school years to Bollinger Specialty Group at an annual cost of \$24,095.00.
12. That approval be given to renew the planned service agreement between the Wilkes-Barre Area School District and Johnson Controls Fire Protection LC to provide Fire Protection Services as listed in the agreement effective July 1, 2024 through June 30, 2026 at the following costs. **“Exhibit S”**

Administration Building	\$600.78
Dan Flood Elementary	\$8,135.52
Dr. Kistler Elementary	\$3,499.62
GAR Middle School	\$3,932.10
Dodson School (80 Jones St)	\$4,233.00

13. That approval be given to renew the planned service agreement between the Wilkes-Barre Area School District and Johnson Controls Fire Protection LC to provide Fire Protection Services as listed in the agreement effective July 1, 2024 through June 30, 2026 at the following costs. **“Exhibit T”**

Dodson Elementary @ Mackin	\$7,599.00
Heights Murray Elementary	\$4,397.22
Wilkes-Barre Area High School	\$15,198.00
Solomon Plains Complex	\$14,841.00

BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE

14. That approval be given to renew the agreement between the Wilkes-Barre Area School District and IntegraONE for Lightspeed Filter Software beginning July 23, 2024 through July 22, 2029 at an annual cost of \$ 44,064.00.

Lightspeed Content Filter	\$29,403.00
Lightspeed Classroom Management	\$14,661.00

15. That approval be given to the PSBA Insurance Better Unemployment Compensation System Comprehensive Program Standard Terms and Conditions of the Participation Agreement between the PSBA Insurance Trust and the Wilkes-Barre Area School District to manage unemployment compensation risks and claims and related services effective July 1, 2024 through June 30, 2025. **“Exhibit U”**
16. After review of bids, that Valley Pest Control Management Inc. be awarded the pest control contract at monthly service fee not to exceed \$1,080.00 for basic service. Additional services will be charged on an as needed basis effective July 1, 2024 through June 30, 2029.

17. That approval be given to Change Order #CO2 for Keystone Sports Construction, Inc. in the amount of (\$43,500.00). The Change Order consists of the following:

Revised site plans	(\$43,500.00)
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18. That approval be given to the Superintendent and Business Manager to authorize additional work on the all ESCO construction projects as needed to prevent delays to the schedule on a case by case basis not to exceed 15% of project cost.

Rev. Shawn Walker, Chairperson



**Pennsylvania School-Based ACCESS Program (SBAP)
Local Education Agency Agreement to Participate
FY 2024 – 2025**

The School-Based ACCESS Program (SBAP) is administered by the Department of Human Services (DHS) and its contractor, Sivic Solutions Group (SSG).

The **Wilkes-Barre Area School District** (LEA name) agrees to participate in the SBAP by signature of its authorized representative below, and acknowledges that it will:

- **Comply** with all applicable State and Federal statutes and regulations, and policies which pertain to participation in the SBAP and the Pennsylvania Medical Assistance (MA) Program; **and**
- **Assign** a representative of the LEA to participate in SBAP training designated as mandatory; **and**
- **Participate** in the Random Moment Time Study (RMTS); **and**
- **Submit** compensable direct service claims; **and**
- **Complete** annual cost reconciliation/cost settlement of direct service claiming.

Direct Service Claiming Process and Fees:

All claims paid under the SBAP will be deposited into a restricted receipt account managed by the Commonwealth's Comptroller Operations.

Monthly processing fees will be deducted from the LEA's restricted receipt account and remitted to SSG.

Dates of Service 7/1/24 to 6/30/25	
Direct Service	\$0.29/claim
Transportation	\$0.16/claim

Funds can be withdrawn by submitting PDE Form 352 (School Age) or 352 M (for EI programs) to the Pennsylvania Department of Education, Bureau of Special Education along with a brief description of the intended use of the funds. Funds must be used to enhance and supplement the special education program within the LEA.



Medicaid Administrative Claim (MAC) Process and Fees:

The LEA must receive direct service claiming reimbursement in order to receive and retain MAC reimbursement.

The LEA will provide the information and data to SSG which is needed to conduct the three (3) quarterly time studies.

The LEA will receive 25% of documented and approved administrative costs less SSG's processing fee associated with administrative claiming.

SSG's processing fee for each billable administrative claim unit submitted under the program is 50% of the LEA share, up to a maximum of \$450, per quarter. (For example, if the LEA share is \$600.00, the processing fee will be \$300.00)

DHS will receive 25% of the documented and approved administrative costs.

MAC payments are issued via direct deposit to the bank account identified by the LEA and not deposited in its restricted receipt account.

Signature of LEA Representative: _____

Printed Name: _____

Title: _____ Date: _____

**RETURN COMPLETED FORM TO DHS VIA
EMAIL to rdrouillar@pa.gov**

USE LICENSE AGREEMENT

BY AND BETWEEN



*Worldwide Entertainment and
Conference Venue Management*

AND

WILKES-BARRE AREA HIGH SCHOOL

CONTRACT DATED: May 22, 2024

**EVENT: WILKES-BARRE AREA HIGH SCHOOL
GRADUATION**

SHOW DATE(S): Wednesday, June 4, 2025

Wilkes-Barre Area Graduation 2025 License Agreement

The materials contained in this document include data and/or other information that is proprietary and confidential information of SMG. This information shall not, without the prior written permission of SMG, be used by any other person or entity, except in connection with the providing management services by SMG.

USE LICENSE AGREEMENT

THIS USE LICENSE AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is dated as of the **Twenty-second day of May 2024** by and between SMG, doing business as ASM GLOBAL, a Pennsylvania general partnership, with an address at 300 Four Falls Corporate Center, 300 Conshohocken State Road, West Conshohocken, PA 19428 ("SMG"), and **Wilkes-Barre Area High School**, whose current address is **2021 Wolfpack Way, Plains, PA 18705**, ((the "Licensee").

BACKGROUND

SMG is the manager of a facility commonly known as **Mohegan Sun Arena at Casey Plaza** (the "Facility"), located at **255 Highland Park Blvd. Wilkes-Barre, PA 18702**, which is owned by the **Luzerne County Convention Center Authority** (the "Owner"). Licensee desires to use all or a portion of the Facility, as set forth below, for the purposes stated herein. Accordingly, SMG desires to grant to Licensee, and Licensee hereby accepts from SMG, a license to use certain areas of the Facility in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Use of the Facility.

(a) SMG hereby grants Licensee, upon the terms and conditions hereinafter expressed, a license to use those areas of the Facility described on Exhibit A attached hereto (the "**Authorized Areas**"), including all improvements, furniture, fixtures, easements, rights of ingress and egress, and appurtenances thereto, during the dates and times set forth on Exhibit A (each such date and time, an "**Event**"). It is expressly understood by the parties hereto that the Facility shall be vacated by Licensee and all persons participating in or attending an Event hereunder on or prior to the end-time of the last Event listed on Exhibit A hereto (the "**Expiration Time**") and, as such, Licensee shall arrange to have all Events and activities related thereto cease within a reasonable time prior to the Expiration Time to allow ample time for the Facility to be completely vacated on or prior to the Expiration Time.

(b) In the event Licensee desires to use the Authorized Areas or any other portion of the Facility at any time other than during the dates and times delineated on Exhibit A, Licensee shall request from SMG prior written permission to use such areas of the Facility. In the event such permission is granted, Licensee shall pay as additional rent an amount equal to the sum of SMG's actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested, and a fee in an amount determined by SMG to represent a fair value for use of such additional areas of the Facility during such date(s) and time(s).

(c) Licensee acknowledges that, in connection with SMG's management and operation of the Facility, SMG utilizes the services of certain third-party independent contractors (the "**Third-Party Contractors**"). Licensee hereby agrees that SMG shall not be responsible in any way for the acts and/or omissions of any one or all of the Third-Party Contractors.

(d) Floor Plans and Descriptions.

(i) At least four (4) weeks prior to the first Event, Licensee shall provide to SMG information relating to room or hall set-up(s), staging, event personnel requirements, and food and beverage requirements. Licensee shall be solely liable for any and all Losses arising from Licensee's failure to deliver to SMG the materials described in subparagraphs (i) and of this Section 1(d) within the specified time periods, including, without limitation, overtime pay and short-notice delivery fees.

2. Purpose.

(a) The Facility is to be used solely for the purpose of hosting the **Wilkes-Barre Area High School Graduation**. Licensee shall not use the Facility, or permit the Facility to be used by any of its officers, directors, agents, employees, licensees, or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on, or near the Facility.

(b) Licensee shall be solely liable for any and all losses, liabilities, claims, damages, and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "**Losses**") occurring at the Facility (whether within or without an Authorized Area) caused to SMG, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "**Laws**") applicable to Licensee's performance of this Agreement and/or activities at the Facility, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, or (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, including, without limitation, the provisions of Section 14(m) hereof (relating to intellectual property matters), Section 15 hereof (relating to the Civil Rights Act), and Section 16 hereof (relating to the Americans with Disabilities Act).

(c) Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with SMG's General Rules and Regulations, including fire and safety rules as required by SMG and/or local fire regulations, as such may exist from time to time. Without limiting the foregoing, Licensee shall obtain prior written approval from SMG's General Manager at the Facility for any pyrotechnic displays which Licensee anticipates may be performed at the

Facility during the term of this Agreement. Licensee agrees that it will not allow any officer, agent, employee, licensee or invitee at, in or about the Facility who shall, upon reasonable, non-discriminatory grounds, be objected to by SMG and such person's right to use the Facility may be revoked immediately by SMG.

3. Condition of Facility.

(a) Licensee acknowledges that Licensee has inspected the Facility, and that Licensee is satisfied with and has accepted the Facility in its present condition.

(b) SMG shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that (i) the failure by SMG to accomplish the foregoing, said failure resulting from circumstances beyond the control of SMG, shall not be considered a breach of this Agreement by SMG, and (ii) any damages to the Facility and its appurtenances caused by Licensee or its officers, directors, agents, employees, licensees, or invitees shall be paid for by Licensee at the actual or estimated cost of repair.

(c) Licensee shall not make any alterations or improvements to the Facility without the prior written consent of SMG. Any alterations or improvements of whatever nature made or placed by Licensee to or on the Facility, except movable trade fixtures, shall, at the option of SMG, (i) be removed by Licensee, at Licensee's expense, immediately upon the conclusion of the Event, or (ii) become the property of SMG.

4. Term of License. The license granted in Section 1 above will be effective as of the date and time set forth on Exhibit A and will continue in effect, unless earlier terminated as set forth in Section 12, until the date and time set forth on Exhibit A.

5. License Fee, Merchandising Fee, Broadcast Fee, and Reimbursable Service Expenses and Complimentary Tickets. In consideration of the grant of the license in Section 1 above, Licensee shall pay to SMG a license fee, merchandising fee, broadcast fee, and shall reimburse SMG for certain service expenditures, all as calculated in accordance with the provisions set forth below and in accordance with generally accepted accounting principles, consistently applied:

(a) License Fee. Licensee shall pay a license fee (the "**License Fee**") equal to **Forty-five hundred dollars (\$4,500.00)** for each year of the License Agreement. License Fee will include all expenses as set forth in Exhibit B.

(b) Merchandising Fee. Licensee shall pay a merchandising fee (the "**Merchandising Fee**") equal to **(N/A)** of gross novelty and merchandising revenue, less all applicable taxes, generated in connection with the Event. Merchandise, including flowers, will not be sold at this event unless approved prior to by SMG and an agreement is made with the in-house merchandise company. Buyouts include: Bookstore at \$250.00, Binoculars at \$100.00, Flowers at \$150.00.

(c) Broadcast Fee. SMG shall retain all television, film, radio and/or recording rights to any Events that take place in or at the Facility. Licensee may purchase such rights from SMG for a broadcast fee (the "**Broadcast Fee**") equal to two thousand dollars (\$2,000.00). Use of Arena in-house video board is permitted at rates established by the Arena and paid by the Licensee.

(d) Reimbursable Service Expenses.

(i) SMG shall provide, as required for each Event, the following services (collectively, the "**Services**"), the expenditures for which are reimbursable by Licensee to SMG as set forth in Exhibit B ("**Reimbursable Service Expenses**"): ticket takers, box office services, ticket seller labor, ushers, supervisors, and receptionists; medical services for Event attendees, which services shall include ambulances, doctors, nurses, operations, supervisors, and paramedics; security personnel; utilities, including electricity, gas, lighting, water, heating, ventilating, air conditioning, hot and cold water facilities, and waste removal services; electricians and mechanical plant staff; custodial services; scoreboard operations; audio services; and special facilities, equipment and materials, or extra services furnished by SMG at the request of Licensee [which are set forth on Exhibit B].

(ii) SMG shall determine the level of staffing for such Services at each Event after consultation with, and input from, Licensee. Licensee acknowledges and understands that many of the Services are contracted services, the costs of which are subject to change. Licensee shall reimburse SMG for actual costs incurred by SMG in connection with the Services as provided in Section 6 below.

(e) Complimentary Tickets. In addition to the foregoing fees, complimentary tickets for promotional purposes shall be available as follows.

(i) SMG shall be entitled to **(N/A)** complimentary tickets.

(ii) Licensee shall be entitled to **(N/A)** complimentary tickets.

6. Payment Terms.

(a) License Fee, Merchandising Fee, and Broadcast Fee. The License Fee, Merchandising Fee, and Broadcast Fee set forth in Sections 5(a), (b), and (c) of this Agreement shall be paid by Licensee as provided in Exhibit B attached hereto.

(b) Reimbursable Service Expenses. SMG shall deliver to Licensee an expense report estimate ("**Expense Report Estimate**"), setting forth SMG's estimate of all expenses which SMG will incur in connection with the services. After the conclusion of the Event, SMG shall deliver to Licensee an expense report setting forth the expenses actually incurred by SMG for the Services ("**Actual Expense Report**"). In the event the amount reflected in the Actual Expense Report exceeds the amount reflected in the Expense Report Estimate, Licensee shall promptly pay to SMG the amount of the excess. Notwithstanding anything to the contrary

set forth in this Agreement, SMG's failure to deliver either the Expense Report Estimate or the Actual Expense Report shall not excuse Licensee's obligation to pay any amounts due hereunder.

(c) Late Charges. If Licensee fails to pay any amounts when due under this Agreement, Licensee shall pay to SMG a late charge of 1.5% per month on the unpaid balance.

(d) Security for Payment. In order to ensure the payment to SMG of the License Fee, Merchandising Fee, Broadcast Fee, the Reimbursable Service Expenses, and any other amounts as may accrue from time to time under this Agreement, Licensee shall deliver into the custody of SMG, at the signing of this Agreement, a certified check payable to SMG, performance bond, letter of credit, ticket sales escrow, or other security acceptable to SMG, in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00). Should Licensee fail to pay the License Fee, Merchandising Fee, Broadcast Fee, the Reimbursable Service Expenses, or any other amounts due to SMG in accordance with the terms of this Agreement, then SMG may apply the proceeds of said check, performance bond, letter of credit, ticket sales escrow, or other security in settlement thereof. The remedy provided under this Section 6(d) shall be non-exclusive and shall be in addition to any other remedy available to SMG in this Agreement or in law or equity.

7. Revenues, Costs, and Ticket Sales.

(a) Revenues: SMG shall retain one hundred percent (100%) of all revenues generated in connection with parking lot fees, bond/facility fees, and the sale of food and beverages at the Facility.

(b) Costs: In addition to payment of the Reimbursable Service Expenses above, Licensee shall bear all expenses incurred by Licensee in connection with holding an Event at the Facility, including, but not limited to, all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of an Event.

(c) Ticket Sales:

(i). This is a non-ticketed Event

8. Taxes. SMG shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to any Event or any revenue received by, or payments made to, Licensee in respect of any Event, except as otherwise provided by law. Licensee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by Licensee. SMG shall collect applicable ticket taxes and fees as set forth in Exhibit B.

9. Insurance.

(a) Licensee shall, at its own expense, secure and deliver to SMG not less than thirty (30) days prior to the commencement of this Agreement and shall keep in force at all times during the term of this Agreement:

(i) a comprehensive general liability insurance policy in form acceptable to SMG, including public liability and property damage, covering its activities hereunder, in an amount not less than Five Million Dollars (\$5,000,000) for bodily injury and Five Million Dollars (\$5,000,000) for property damage, including blanket contractual liability, independent contractors, and products and completed operations. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to the following participants legal liability activities or issues related to the Event hereunder: sporting events, rap concerts, performers, volunteers, animals, off-premise activities, and fireworks or other pyrotechnical devices;

(ii) comprehensive automotive bodily injury and property damage insurance in form acceptable to SMG for business use covering all vehicles operated by Licensee, its officers, directors, agents and employees in connection with its activities hereunder, whether owned by Licensee, SMG, or otherwise, with a combined single limit of not less than Five Million Dollars (\$5,000,000) (including an extension of hired and non-owned coverage); and

(iii) applicable workers compensation insurance for Licensee's employees, as required by applicable law.

(b) The following shall apply to the insurance policies described in clauses (i) and (ii) above:

(i) SMG and Owner shall be named as additional insureds thereunder. Not less than thirty (30) days prior to the move-in date set forth on Exhibit A, Licensee shall deliver to SMG certificates of insurance evidencing the existence thereof, all in such form as SMG may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to each of SMG, Risk Management Director, 300 Four Falls Corporate Center, 300 Conshohocken State Road, West Conshohocken, PA, 19428, and Luzerne County Convention Center Authority, 255 Highland Park Blvd. Wilkes-Barre, PA 18702. If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Licensee shall deliver to SMG at least fourteen (14) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

(ii) The coverage provided under such policies shall be occurrence-based, not claims made.

(iii) The coverage limits on such policies shall be on a per-occurrence basis only; there shall be no aggregate limit with respect to the aggregate amount of coverage provided thereunder.

(iv) Licensee hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee's indemnification obligations under Section 11 below.

(c) The terms of all insurance policies referred to in this Section 10 shall preclude subrogation claims against SMG and Owner and their respective officers, directors, employees, and agents.

10. Indemnification.

(a) Licensee shall indemnify, defend and hold harmless Licensor, ASM Global Parent, Inc., [Luzerne County Convention Center Authority] and their respective officers, directors, agents, and employees (the "Indemnitees") from and against any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") occurring at the Facility (whether within or without an Authorized Area) caused to Licensor, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the Facility, including without limitation, health and safety laws, the Civil Rights Act, the American with Disabilities Act and intellectual property laws, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, (v) any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

(b) The provisions set forth in subparagraph (a) above shall survive termination of this Agreement.

11. Default, Termination and Other Remedies.

(a) Default. Licensee shall be in default under this Agreement if any of the following occur: (i) Licensee fails (A) to pay any amount due hereunder (including, without limitation, the Licensee Fee or the Reimbursable Service Expenses) when the same are required to be paid hereunder or (B) to provide the security required under Section 6(d) hereof by the date when due, (ii) Licensee or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant, or condition contained in this Agreement and Licensee fails to commence a cure thereof within five (5) business days after Licensee has been served with written notice of such default, or (iii) Licensee makes a general assignment for the benefit of creditors, (iv) Licensee causes or permits any waste or damage to be done to the Facility, or any part thereof, (v) Licensee is adjudicated bankrupt or an involuntary petition in bankruptcy is filed against it or any of its properties is seized upon levy or execution, or (vi) a dispute occurs between Licensee and its employees or between Licensee and any union or group of employees by reason of the union affiliation or lack of union affiliation of persons employed by Licensee or any one with whom Licensee contracts. SMG shall be in default under this Agreement if SMG fails to perform or fulfill any term, covenant, or condition contained in this Agreement and SMG fails to commence a cure thereof within five (5) business days after SMG has been served with written notice of such default. Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause (i) above, if the breach by Licensee or any of its officers, directors, employees, or agents of such other term, covenant, or condition is such that it threatens the health, welfare, or safety of any person or property, then SMG may, in its discretion, require that such breach be cured in less than five (5) business days or immediately.

(b) Termination. Upon a default pursuant to Section 12(a) hereof, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate the license granted in Section 1 hereof and the obligations of the parties with respect thereto. In addition to the foregoing, if Licensee fails to comply with any of the provisions of this Agreement, SMG may, in its sole discretion, delay and/or withhold payment and/or settlement of all accounts and funds related to monies collected or received by SMG for the benefit of Licensee hereunder until the completion of an investigation relating to such violation.

(c) Injunctive Relief. In addition to any other remedy available at law, equity, or otherwise, SMG shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by Licensee upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.

(d) Unique Qualities. The parties agree and acknowledge that the Licensee is a unique entity and, therefore, the rights and benefits that will accrue to SMG by reason of this Agreement are unique and that SMG may not be adequately compensated in money damages for Licensee's failure to comply with the material obligations of Licensee under this Agreement and that therefore SMG, at its option, shall have the right to pursue any remedy available at law, equity, or otherwise, including the recovery of money damages and/or the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that Licensee violates its obligation to hold an Event at the Facility.

12. Representations and Warranties. Each party hereby represents and warrants to the other party, and agrees as follows:

(a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;

(b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement; and

(c) No litigation or pending or threatened claims of litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

13. Covenants. Licensee hereby covenants as follows:

(a) Licensee shall not occupy or use the Facility except as provided in this Agreement.

(b) Licensee shall comply with all legal requirements which arise in respect of the Facility and the use and occupation thereof.

(c) Licensee shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.

(d) Licensee shall not advertise, paint, post, or exhibit, nor allow to be advertised, painted, posted, or exhibited, signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility except upon written permission of SMG.

(e) Licensee shall not broadcast by television or radio any Event scheduled to be presented in the Facility under the terms of this Agreement without the prior written approval of SMG. If approval is granted by SMG, then all monies received from such broadcast will be considered as broadcast revenues for the purpose of determining the Broadcast Fee due to SMG.

(f) Licensee shall not cause or permit beer, wine, or liquors of any kind to be sold, given away, or used upon the Facility except upon prior written permission of SMG.

(g) Licensee shall not operate any equipment or materials belonging to SMG without the prior written approval of SMG.

(h) Licensee, its officers, directors, employees, agents, members, or other representatives shall not "scalp" tickets for an Event, to the extent applicable. Licensee and its representatives shall provide assistance to SMG in its efforts to control and prevent such ticket "scalping".

(i) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Facility is in use. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times.

(j) If the Licensee Fee includes a percentage of revenue generated from an Event, then no collections, whether for charity or otherwise, shall be made, attempted, or announced at the Facility, without first having made a written request and received the prior written consent of SMG. In such event, donations or collections are granted by SMG in lieu of an admission ticket, then all such monies received from such collections or donations will be considered as ticket revenues for the purpose of determining the License Fee due to SMG.

(k) Licensee shall abide by and conform to all rules and regulations adopted or prescribed by SMG pursuant to the Rules of Conduct, a copy of which has been provided to Licensee (attached in Exhibit C) and the terms of which are incorporated by reference herein.

(l) Licensee shall not encumber, hypothecate, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of SMG.

(m) With respect to any Event at the Facility, Licensee shall comply fully with any and all federal, state, foreign, local, and municipal intellectual property statutes, laws, regulations, ordinances, rules, constitutional provisions, common laws, and rights of others in any copyrights or other intellectual property rights applicable to Licensee's activities at the Facility, including, without limitation, compliance with any licenses for the use of musical works and other matters protected by intellectual property rights of others. Specified rent does not include copyright, royalty or intellectual property fees payable to third parties. Licensee specifically takes responsibility for reporting and remittance of such fees to appropriate licensing agencies, including but not limited to ASCAP, BMI, or SESAC. Licensee shall indemnify, defend and hold Operator and all other Indemnitees designated in Paragraph 11 of this Agreement harmless from any liability, claims or costs, including attorney's fees, arising from the use of any such protected materials or such claims of infringement or violation of the rights of the owner.

(n) Licensee shall not engage in the sale and/or distribution of food and/or beverages at the Facility.

14. Civil Rights Act. During the performance of this Agreement, Licensee shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights.

15. Americans With Disabilities Act. With respect to any Event at the Facility, Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended ("ADA"). Licensee represents that it has viewed or otherwise apprised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas, and other conditions of the Facility as adequate for Licensee's responsibilities under the ADA. Licensee shall be responsible

for ensuring that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration insofar as Licensee modifies, rearranges or sets up in the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for any violations of the ADA that arise from Licensee's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event are in compliance with the ADA.

16. Construction of this Agreement

(a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of Luzerne County, Pennsylvania, without giving effect to the conflict of law principles thereof.

(b) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

(c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the covenants, agreements, terms, provisions, and conditions relating to the rights and obligations of SMG and Licensee with respect to the Facility. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto.

(d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

(e) Time. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.

(f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of SMG, and to such successors and assigns of Licensee as are permitted to succeed to the Licensee's right upon and subject to the terms hereof.

(g) Independent Contractor; No Partnership. SMG and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, SMG or Licensee a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

(h) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

17. Miscellaneous.

(a) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

(b) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of SMG. SMG shall be entitled to assign its rights and obligations hereunder to Owner or to any other management company retained by Owner to manage the Facility, and in such event, SMG shall have no further liability to Licensee hereunder for the performance of any obligations or duties arising after the date of such assignment.

(c) Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended, (ii) upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, or (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to SMG:	SMG 255 Highland Park Blvd. Wilkes-Barre, PA 18702 Attention: Stephen Poremba, ASM General Manager
with a copy to:	SMG Independence Center 300 Four Falls Corporate Center 300 Conshohocken State Road

West Conshohocken, PA 19428
Attention: Director of Risk Management

If to Licensee: Wilkes-Barre Area High School
2021 Wolfpack Way
Wilkes-Barre, PA 18705
Attention: Brian Costello

(d) Non-Exclusive Use. SMG shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space.

(e) Event Rules. Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with all Rules and Regulations for facility users, including fire, safety and health rules, as may be imposed from time to time by Company and/or local authorities. Licensee shall provide to Company, for Licensor's review and approval (i) a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event, and (ii) a Licensee Operations Plan in substantially the same form supplied by Licensor. Licensee shall update the Plan from time-to-time as may be necessary or appropriate to address any changes in operating conditions. Licensor reserves the right in its sole discretion to accept the Plan, or request modifications to ensure compliance with event rules imposed by the Licensor and all other applicable laws, regulations, codes, ordinances, orders or similar requirements.

(f) Force Majeure. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of the parties, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions imposed by government officials, terrorist acts, strikes or labor disputes (though not of the employees of the Licensee), failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, then the parties shall be relieved of their respective obligations hereunder. In the event performance is excused in accordance with the foregoing provisions, Licensor shall refund to Licensee any deposits paid by Licensee, less any reasonable costs and expenses which have been incurred by Licensor up to the time further performance is excused.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first written above.

SMG

WILKES-BARRE AREA HIGH SCHOOL

By: _____ By: _____

Name: Stephen Poremba Name: _____

Title: General Manager Title: _____

Date: _____ Date: _____

EXHIBIT A TO USE LICENSE AGREEMENT

<u>Authorized Area</u>	<u>Day</u>	<u>Date</u>	<u>Time of Use</u>	<u>Purpose</u>
"Arena Floor, Meeting	Wednesday	6/4/2025	TBD	Move In
Rooms, Locker	Wednesday	6/4/2025	TBD	Practice
Rooms, A,B & C"	Wednesday	6/4/2025	TBD	Graduation
	Wednesday	6/4/2025	TBD	Move Out

**EXHIBIT B TO USE LICENSE AGREEMENT
MOHEGAN SUN ARENA AT CASEY PLAZA**

1. The License Fee **INCLUDES** the following: Building rent, equipment (in house only), forklift (in-house only), furniture (in-house only), Utilities. The License Fee **DOES NOT INCLUDE** the following: Advertising, ambulance, ASCAP/BMI/SESAC, building labor (*Box Office, Changeover [set up, and tear down= \$975], Guest Service Staff, Housekeeping, Operations, Security, Traffic Control*), EMT's, catering, forklift (in house only-additional=\$250 each), furniture (in-house only, rentals additional), insurance, phones/fax/internet (\$100 per line), police, pyro, runner (\$350 each w/van), spotlights (\$200 if need to be rented), stagehands, towels (\$2.50 per towel), video board, portable sound system (\$500), items for COVID mitigation and/or preparedness, or any equipment that we do not have but may need to rent for the show.

Additional Reimbursable Service Expenses. At the request of Licensee, the following special facilities, equipment, materials, and extra services will be furnished by SMG for the Event.

Catering and concessions at Mohegan Sun Arena are exclusively provided by SAVOR. If an outside caterer is being considered, approval must be given by the Arena. If approved, Licensee must pay a \$750.00/day catering buy-out, and must provide required catering insurance. In any case, all Alcohol must be purchased exclusively through SAVOR. Other restrictions may apply.

2. Payment of License Fee, Merchandising Fee, and Broadcast Fee.

(a) Fixed License Fee: The fixed License Fee set forth in Section 5(a) above shall be paid in accordance with the following schedule:

<u>Percentage Payable</u>	<u>Payment Due Date</u>
<u>\$2,500.00 Deposit</u>	<u>Due at the signing of this Agreement</u>
<u>100% of the balance</u>	<u>Due at settlement</u>

(b) Percentage Fee. The percentage Licensee Fee set forth in Section 5(a), Merchandising Fee set forth in Section 5(b), and Broadcast Fee set forth in Section 5(c) above shall be paid no later than **[N/A]**.

3. TAXES: If tickets are sold, a township tax of \$.50 per paid ticket and a \$2.50 per ticket bond fee or 2% of the ticket price, whichever is less, will be added to the ticket price and will collected by SMG at settlement.
4. CONFETTI. Confetti is not permitted to be used in the facility at any graduation program. If there is confetti or any other form thereof, an additional expense of \$500.00 will be assessed for cleanup of the confetti, streamers, or "silly string" material.

EXHIBIT C TO USE LICENSE AGREEMENT **MOHEGAN SUN ARENA AT CASEY PLAZA** **RULES OF CONDUCT**

GENERAL GUEST POLICIES FOR THE MOHEGAN SUN ARENA.

The following is a list of general guest policies that will be enforced. These policies will be upheld regardless of the type of event. Any change to these policies must be cleared through the Arena General Manager.

1. Each guest (including children two years and older) entering the Arena for any type of ticketed event must have a ticket or the proper event credentials. Guests who experience a problem with their tickets (i.e., lost or stolen tickets, etc.) should be directed to the Main Ticket Office.
2. Guests entering the Arena for an event must enter through the West or East Gate, where a visual inspection may be conducted. Media personnel must enter through a designated press entrance.
3. Guests may not bring into the Arena any bottles, cans, coolers, or alcoholic beverages. Weapons of any kind (knives, guns, clubs, etc.) or any objects that may be used as weapons are also strictly prohibited from being brought into the Arena. Anyone found carrying alcoholic beverages, a weapon or an item that may be used as a weapon should be brought to the immediate attention of a manager or uniformed officer.
4. Loitering in or near the Arena Ticket Office lobby is prohibited. Only those persons with the intent to attend the event or buy tickets to an event may stand in the lobby.
5. Ticket resale or attempted resale at a price more than five dollars (\$5.00) above the price appearing on the face of the ticket (scalping) is a violation of state law. Reselling of tickets on Arena property is forbidden.
6. All guests must wear footwear. All males must wear a shirt and pants or shorts of some type. All females must wear a blouse, pants, skirt, shorts, or dress. Deviations should be brought to the attention of your manager.
7. Everyone must sit/stand in the location that matches the seat, section, row and number that is on their ticket.
8. Only one person is allowed to occupy a chair at a time, except for children under 2.
9. Standing on chairs, sitting on seat backs, and placing feet on chair backs is prohibited.
10. Standing in the aisles, accessible platforms, vomitories or other restricted areas while an event is in progress is prohibited.
11. Only guests 21 years of age or older may purchase and consume alcoholic beverages in the Arena.
12. Guests may not sell any type of food, candy, beverages, tobacco product, souvenirs, toys, or programs in or on the Arena property. Only concessionaires contracted by or through SAVOR may sell food in and on the Arena property. Each employee doing so must wear the proper identification while selling.
13. Any guest caught defacing, damaging, or destroying Arena property or grounds will be brought to the immediate attention of an Event Staff Supervisor, manager or law enforcement official.
14. Guests may not bring into the Arena any item that may be used to interfere or disrupt the event (I.E. noise makers, obscene or offensive signs, laser lights, etc.). Bumper stickers and helium balloons are not permitted in the facility.
15. General Guest Policies at the Mohegan Sun Arena can be adjusted at any time under the direction of Management.
16. Advance planning meeting with Director of Events is required. INITIALS:_____

David Horan Services

David J. Horan
946 N. Fairville Ave.
Harrisburg, Pa. 17112
717-991-9131

Inspection, Consultation, Analysis, Expert Witness and Reporting

Minimum Fee: per project (includes 1 hour on site) plus expenses..... \$ 1200.00

Minimum Retainer: for most projects this is \$3000 but will vary depending on anticipated needs

Expenses:

Travel from our office is billed at\$ 1.00 per mile

Travel time from our office is billed at.....\$ 150.00 per hour

Postage/Special Handling/Copies \$ If Applicable

Parking Fees/Tolls/Lodging/Meals/Air fare/Car rental, etc . \$ If Applicable

Outside Certified Laboratory Testing \$ If Applicable

Hourly Rate: Billed in quarter hour increments (research, etc)\$ 295.00 per hour

Court, Deposition and Arbitration Appearances:

Half Day minimum (up to four hours) \$ 2000.00 plus expenses and research time

Full Day (four to eight hours) \$ 3000.00 plus expenses and research time

A deposit of \$1500 is required for scheduled court appearances. The deposit is 100% refundable if the appearance is cancelled and notice is given with a minimum of 72 hours prior to the scheduled appearance time. If the appearance is cancelled with less than 72 hours but more than 24 hours notice, 50% of the deposit will be refunded. Cancellation of the court appearance with less than 24 hours notice results in the deposit being forfeited.

Pricing may vary and is subject to change based on project size and number of identified issues.

Brief description of issues _____

Commissioning Party: (print name) _____

Billing Address: _____

Contact Person: _____

Telephone: _____

Email: _____

Project name: _____

Address of Inspection: _____

Signature: _____ **Date:** _____

NOTE: FORM MUST BE SIGNED AND PRESENTED PRIOR TO INSPECTION

The customer agrees to pay and discharge all cost, expenses, and attorney's fees that should arise from enforcing and/or collecting the amounts due on the invoice. A two percent (2%) per month late fee will be charged to all unpaid accounts.

Final invoice must be paid in full prior to releasing report or discussing findings.

PSA Renewal_WBASD_585986_ Sept
now July_2024_ - CPQ-609034

Planned Service Agreement



Johnson Controls Fire Protn LP
6330 Hedgewood Drive
Allentown PA18106
USA

Proposal Presented On:
06-03-2024



SERVICE SOLUTION

Customer #: 585986
Wilkes Barre Area School Dist
Date: 3-Jun-24
Proposal #: CPQ-609034
Term: 1-Jul-24 to 30-Jun-26
External Contract #: 83231 R02-APR-2024
Subscription ERP #:

Billing Customer:
Wilkes Barre Area Sch Dist
730 S Main St
ATTN Maintenance Dept
WILKES BARRE, PA 18711-0376

Service Location:
Wilkes Barre Area Sch Dist
730 S Main St,
WILKES BARRE, PA 18711-0376

Johnson Controls Fire Protection LP
Sales Representative:
Julia Strong
6330 Hedgewood Drive
Allentown PA 18106
julie.strong@jci.com

INVESTMENT SUMMARY
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-FA-MVS NON PROG			
MULTI-VENDOR OTHER NON PROGRAMMABLE			
Customer Pricing Type : Local			
Monitoring Account Type: Fire Alarm			
Number of Additional Building Partitions: 0			
Total Initiating Devices: 0			
Primary Communication: Phone lines (POTS)			
Secondary Communication:			
Per Point : No			
ALARM & DETECTION- MONITORING	Total:		\$600.78



SERVICE SOLUTION

Customer #: 585986
Wilkes Barre Area School Dist
Date: 3-Jun-24
Proposal #: CPQ-609034
Term: 1-Jul-24 to 30-Jun-26
External Contract #: 84366 R02-APR-2024
Subscription ERP #:

Billing Customer:
Wilkes Barre Area Sch Dist
730 S Main St
ATTN Maintenance Dept
WILKES BARRE, PA 18711-0376

Service Location:
Wilkes Barre Area School District
565 N Washington St, Dan Flood School
Wilkes Barre, PA 18705-1632

Johnson Controls Fire Protection LP
Sales Representative:
Julia Strong
6330 Hedgewood Drive
Allentown PA 18106
julie.strong@jci.com

INVESTMENT SUMMARY
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-FA-RADIONICS			
RADIONICS FIRE ALARM SYSTEM	Est. First Inspection: December		
Main Fire Alarm Panel		Semi-Annual	
Fire Alarm Battery Test (each)			
Digital Alarm Communicator Transmitter (DACT)			
Smoke Detector Conventional			
Heat Detector Restorable			
Pull Station			
Audio-Visual Notification Conventional			
FIRE ALARM ENHANCED - TEST & INSPECT - PLUS SYSTEM LABOR AND PANEL PARTS		Total:	\$8,135.52



SERVICE SOLUTION

Customer #: 585986
Wilkes Barre Area School Dist
Date: 3-Jun-24
Proposal #: CPQ-609034
Term: 1-Jul-24 to 30-Jun-26
External Contract #: 81495 R02-APR-2024
Subscription ERP #:

Billing Customer:
Wilkes Barre Area Sch Dist
730 S Main St
ATTN Maintenance Dept
WILKES BARRE, PA 18711-0376

Service Location:
Wilkes Barre Area SD-Dr Kistler Elementary
301 Old River Rd,Dr Kistler Elementary
Wilkes Barre, PA 18702-1507

Johnson Controls Fire Protection LP
Sales Representative:
Julia Strong
6330 Hedgewood Drive
Allentown PA 18106
julie.strong@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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SYSTEM-FA-SIMPLEX 4100U

SIMPLEX PROG 4100U SYSTEM Est. First Inspection: December

Main Fire Alarm Panel	Semi-Annual
Fire Alarm Battery Test (each)	
Digital Alarm Communicator Transmitter (DACT)	
Annunciator	
Smoke Sensor Addressable	
Pull Station	
Audio-Visual Unit Addressable	
Audio-Visual Notification Conventional	

FIRE ALARM ENHANCED - TEST & INSPECT - PLUS SYSTEM LABOR AND PANEL	\$3,499.62
PARTS Total:	



SERVICE SOLUTION

Customer #: 585986
Wilkes Barre Area School Dist
Date: 3-Jun-24
Proposal #: CPQ-609034
Term: 1-Jul-24 to 30-Jun-26
External Contract #: 73595
Subscription ERP #:

Billing Customer:
Wilkes Barre Area Sch Dist
730 S Main St
ATTN Maintenance Dept
WILKES BARRE, PA 18711-0376

Service Location:
Wilkes Barre Area SD
250 S Grant St,
Wilkes Barre, PA 18702-5762

Johnson Controls Fire Protection LP
Sales Representative:
Julia Strong
6330 Hedgewood Drive
Allentown PA 18106
julie.strong@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-FA-SIMPLEX 4100ES			
SIMPLEX 4100ES FIRE ALARM PANEL Est. First Inspection: December			
Main Fire Alarm Panel		Semi-Annual	
Fire Alarm Battery Test (each)			
Digital Alarm Communicator Transmitter (DACT)			
Annunciator			
Smoke Sensor Addressable			
Pull Station			
Audio-Visual Unit Addressable			
FIRE ALARM ENHANCED - TEST & INSPECT - PLUS SYSTEM LABOR AND PANEL			\$3,932.10
PARTS Total:			



SERVICE SOLUTION

Customer #: 585986
Wilkes Barre Area School Dist
Date: 3-Jun-24
Proposal #: CPQ-609034
Term: 1-Jul-24 to 30-Jun-26
External Contract #: 699550
Subscription ERP #:

Billing Customer:
Wilkes Barre Area Sch Dist
730 S Main St
ATTN Maintenance Dept
WILKES BARRE, PA 18711-0376

Service Location:
Wilkes Barre Area SD-Dodson Boyd Elem.
80 Jones St,Dodson Boyd Elementary
Wilkes Barre, PA 18702-4730

Johnson Controls Fire Protection LP
Sales Representative:
Julia Strong
6330 Hedgewood Drive
Allentown PA 18106
julie.strong@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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SYSTEM-FA-FIRELITE NONPRG

FIRELITE FIRE ALARM SYSTEM Est. First Inspection: December

Main Fire Alarm Panel	Semi-Annual
Digital Alarm Communicator Transmitter (DACT)	
Annunciator	
Smoke Detector Conventional	
Heat Detector Non Restorable	
Pull Station	
Audio-Visual Notification Conventional	

FIRE ALARM ENHANCED - TEST & INSPECT - PLUS SYSTEM LABOR AND PANEL \$4,233.00
PARTS Total:

Johnson Controls has not included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed

SERVICE SOLUTION

SPECIAL PROVISIONS

No Truck Charge, No PPE Fee, No Administrative Fee.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Wilkes Barre Area School Dist** and is effective **1-Jul-24** (the "Effective Date") to **30-Jun-26** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

Initials

PAYMENT TERMS: Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$20,401.02 - Proposal #: CPQ-609034

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	07/01/2024 - 06/30/2025	\$20,401.02
2	07/01/2025 - 06/30/2026	\$20,401.02

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



SERVICE SOLUTION

Multi Year Contract Rider AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email (aetter@wbasd.k12.pa.us) , payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement
☐ YES: Please reference this PO Number: _____

Wilkes Barre Area School Dist

Signature: _____
 Print Name: _____
 Title: _____
 Phone #: _____
 Fax #: _____
 Email: _____
 Date: _____

Johnson Controls Fire Protection LP

Authorized Signature: Julie Strong
 Print Name: Julia Ann Strong
 Title: Customer Care Sales Rep.
 Phone #: 484-226-5762
 Fax #: _____
 License #: _____
 (if applicable)
 Date: 6/3/2024



SERVICE SOLUTION

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late

payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

SERVICE SOLUTION

Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or**

injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

SERVICE SOLUTION

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER

OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the

SERVICE SOLUTION

components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to

provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur;
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of

SERVICE SOLUTION

testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any

Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment

performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist Company in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your Company sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay Company at Company's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Company shall not be responsible for any injury, loss, or damage caused by any act or omission of Company related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this**

SERVICE SOLUTION

Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at www.johnsoncontrols.com/techterms

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time

bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises.** Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this

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Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY.** In no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. **COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring

Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with

SERVICE SOLUTION

the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. **Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.**

vi. **Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.**

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses

traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER**

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UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not

under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. *EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.*

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes

SERVICE SOLUTION

exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

19. Software and Digital Services.

Digital Enabled Services; Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the

Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generalatos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

SERVICE SOLUTION

20. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. Force Majeure. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other

public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered

SERVICE SOLUTION

System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

26. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

27. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

29. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of

any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

30. One-Year Limitation on Actions; Forum Choice of Law.

Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

31. Assignment. This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or

SERVICE SOLUTION

agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Headings. The headings in this Agreement are for convenience only.

34. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

35. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

36. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. A. Company as : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. Company as : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel

under applicable law, Customer warrants and represents that it has obtained such consent.

39. FAR. Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

PSA Renewal_Wilkes Barre Area Sch Dist_585986_July_2024_ - CPQ-609486

Planned Service Agreement



Johnson Controls Fire Protn LP
6330 Hedgewood Drive
Allentown PA18106
USA

Proposal Presented On:
05-07-2024



SERVICE SOLUTION

Customer #: 585986
Wilkes Barre Area School Dist
Date: 7-May-24
Proposal #: CPQ-609486
Term: 1-Jul-24 to 30-Jun-26
External Contract #: 80941443 R05-JAN-2024
Subscription ERP #:

Billing Customer:
 Wilkes Barre Area Sch Dist
 730 S Main St
 ATTN Maintenance Dept
 WILKES BARRE, PA 18711-0376

Service Location:
 Wilkes Barre Area School District
 13 Hillard St, Mackin Edward Elementary
 Wilkes Barre, PA 18702-5514

Johnson Controls Fire Protection LP
Sales Representative:
 Julia Strong
 6330 Hedgewood Drive
 Allentown PA 18106
 julie.strong@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-FA-SIMPLEX 4100ES			
SIMPLEX 4100ES FIRE ALARM PANEL	Est. First Inspection: December		
Main Fire Alarm Panel		Semi-Annual	
Fire Alarm Battery Test (each)			
Annunciator			
Smoke Sensor Addressable			
Carbon Monoxide Detector			
Pull Station			
Audio-Visual Notification Conventional			
FIRE ALARM ENHANCED - TEST & INSPECT - PLUS SYSTEM LABOR AND PANEL			\$7,599.00
PARTS Total:			



SERVICE SOLUTION

Customer #: 585986
Wilkes Barre Area School Dist
Date: 7-May-24
Proposal #: CPQ-609486
Term: 1-Jul-24 to 30-Jun-26
External Contract #: 74631 R04-JAN-2024
Subscription ERP #:

Billing Customer:
 Wilkes Barre Area Sch Dist
 730 S Main St
 ATTN Maintenance Dept
 WILKES BARRE, PA 18711-0376

Service Location:
 Wilkes Barre Area SD
 1 S Sherman St, Heights-Murray Elementary
 School
 WILKES BARRE, PA 18702-5910

Johnson Controls Fire Protection LP
Sales Representative:
 Julia Strong
 6330 Hedgewood Drive
 Allentown PA 18106
 julie.strong@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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SYSTEM-FA-SIMPLEX 4100U

SIMPLEX PROG 4100U SYSTEM

Est. First Inspection: December

Main Fire Alarm Panel	Semi-Annual
Fire Alarm Battery Test (each)	
Digital Alarm Communicator Transmitter (DACT)	
Annunciator	
Smoke Sensor with Heat Addressable	
Pull Station	
Audio-Visual Unit Addressable	
Audio-Visual Notification Conventional	

FIRE ALARM ENHANCED - TEST & INSPECT - PLUS SYSTEM LABOR AND PANEL
PARTS Total:

\$4,397.22



SERVICE SOLUTION

Customer #: 585986
Wilkes Barre Area School Dist
Date: 7-May-24
Proposal #: CPQ-609486
Term: 1-Jul-24 to 30-Jun-26
External Contract #: 80935197 R05-
JAN-2024
Subscription ERP #:

Billing Customer:
 Wilkes Barre Area Sch Dist
 730 S Main St
 ATTN Maintenance Dept
 WILKES BARRE, PA 18711-0376

Service Location:
 Wilkes Barre Area High School
 2021 Wolfpack Way,
 Plains Township, PA 18705

Johnson Controls Fire Protection LP
Sales Representative:
 Julia Strong
 6330 Hedgewood Drive
 Allentown PA 18106
 julie.strong@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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SYSTEM-FA-SIMPLEX 4100ES

SIMPLEX 4100ES FIRE ALARM PANEL Est. First Inspection: August

Main Fire Alarm Panel	Semi-Annual
Fire Alarm Battery Test (each)	
Digital Alarm Communicator Transmitter (DACT)	
Annunciator	
Smoke Sensor Addressable	
Heat Detector Restorable	
Duct Sensor Addressable	
Pull Station	
Audio-Visual Unit Addressable ES (Self Testing)	

FIRE ALARM ENHANCED - TEST & INSPECT - PLUS SYSTEM LABOR AND PANEL
PARTS Total:

\$15,198.00



SERVICE SOLUTION

Customer #: 585986
Wilkes Barre Area School Dist
Date: 7-May-24
Proposal #: CPQ-609486
Term: 1-Jul-24 to 30-Jun-26
External Contract #: 84205 R05-
JAN-2024
Subscription ERP #:

Billing Customer:
 Wilkes Barre Area Sch Dist
 730 S Main St
 ATTN Maintenance Dept
 WILKES BARRE, PA 18711-0376

Service Location:
 Wilkes Barre Area SD-Solomon Elem Jr High
 Schools
 41 Abbott St, Solomon Elem Jr High Schools
 Plains, PA 18705-1905

Johnson Controls Fire Protection LP
Sales Representative:
 Julia Strong
 6330 Hedgewood Drive
 Allentown PA 18106
 julie.strong@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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SYSTEM-FA-SIMPLEX 4100U

SIMPLEX PROG 4100U SYSTEM

Est. First Inspection: December

Main Fire Alarm Panel		Semi-Annual	
Fire Alarm Battery Test (each)			
Digital Alarm Communicator Transmitter (DACT)			
Smoke Sensor with Heat Addressable			
Heat Detector Restorable			
Duct Detector Conventional			
Pull Station			
Audio-Visual Unit Addressable			
Audio-Visual Notification Conventional			
Elevator Recall			
Remote Key Switch			

FIRE ALARM ENHANCED - TEST & INSPECT - PLUS SYSTEM LABOR AND PANEL

\$14,841.00

PARTS Total:

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed



SERVICE SOLUTION

SPECIAL PROVISIONS

No truck charge; no PPE charge, no Administrative Fee.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Wilkes Barre Area School Dist** and is effective **1-Jul-24** (the "Effective Date") to **30-Jun-26** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

Initials

PAYMENT TERMS: *Net 30*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$42,035.22 - **Proposal #:** CPQ-609486

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	07/01/2024 - 06/30/2025	\$42,035.22
2	07/01/2025 - 06/30/2026	\$42,035.22

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



SERVICE SOLUTION

Multi Year Contract Rider AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email (aetter@wbasd.k12.pa.us) , payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

☐

NO: This signed contract satisfies requirement

☐

YES: Please reference this PO Number: _____

Wilkes Barre Area School Dist

Signature: _____

Print Name: _____

Title: _____

Phone #: _____

Fax #: _____

Email: _____

Date: _____

Johnson Controls Fire Protection LP

Authorized Signature: Julie Strong

Print Name: Julie Strong

Title: CCR

Phone #: 484-226-5762

Fax #: _____

License #: _____
(if applicable)

Date: 5/7/2024



SERVICE SOLUTION

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late

payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

SERVICE SOLUTION

Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or**

injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

SERVICE SOLUTION

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER

OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the



SERVICE SOLUTION

components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to

provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of



SERVICE SOLUTION

testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any

Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment

performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist Company in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your Company sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay Company at Company's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Company shall not be responsible for any injury, loss, or damage caused by any act or omission of Company related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this**



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Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at www.johnsoncontrols.com/techterms

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time

bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises.** Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this



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Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY.** In no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. **COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring

Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. **Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement.** Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, **Customer shall walk test the system in the manner recommended by Company.**

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with



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the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. **Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.**

vi. **Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.**

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses

traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER**



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UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not

under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. *EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.*

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes

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exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

19. Software and Digital Services.

Digital Enabled Services; Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the

Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generalatos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

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20. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. Force Majeure. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other

public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered

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System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

26. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

27. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

29. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of

any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

30. One-Year Limitation on Actions; Forum Choice of Law.

Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

31. Assignment. This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or



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agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Headings. The headings in this Agreement are for convenience only.

34. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

35. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

36. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. A. Company as : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. Company as : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel

under applicable law, Customer warrants and represents that it has obtained such consent.

39. FAR. Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.



**BETTER UNEMPLOYMENT COMPENSATION SYSTEM COMPREHENSIVE
PROGRAM STANDARD TERMS AND CONDITIONS OF THE
PARTICIPATION AGREEMENT
BETWEEN THE PSBA INSURANCE TRUST AND
WILKES-BARRE AREA SCHOOL DISTRICT**

THIS AGREEMENT is made between the Pennsylvania School Boards Association Insurance Trust (hereinafter referred to as "Insurance Trust"), a Pennsylvania trust with an address of 400 Bent Creek Boulevard, Mechanicsburg, Pennsylvania, 17050, and the Wilkes-Barre Area School District (hereinafter referred to as the "School Entity"), a public school entity within the State with an address of 730 South Main Street, Wilkes-Barre, Pennsylvania, 18711. By entering into this Agreement, the School Entity joins with other public school entities pursuant to the terms of the Intergovernmental Cooperation Act, 53 Pa.C.S. § 2301 et seq., to participate in the Better Unemployment Compensation System COMPREHENSIVE Program ("BUCS") and to contract with the Insurance Trust to provide the services stated herein.

RECITALS

WHEREAS, Pennsylvania law authorizes public school entities to enter into agreements for the development of group risk management programs through a variety of devices (see 42 Pa.C.S. § 8564); and

WHEREAS, the Pennsylvania Intergovernmental Cooperation Act provides that two or more governmental entities, including public school entities, may cooperate in the exercise of their powers and responsibilities through joint agreements, (see 53 Pa.C.S. § 2303), including the provision of a group risk management program (see 42 Pa.C.S. § 8564(c)); and

WHEREAS, the Insurance Trust has been established as a vehicle to provide a program for managing unemployment compensation risks and claims and related services for public school entities within the State; and

WHEREAS, the School Entity, having evaluated the Program's terms, conditions, limitations and exclusions, desires to join with the other public school entities participating in BUCS and to retain the Insurance Trust to operate and manage the Program in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Insurance Trust and the School Entity both desire to set forth their respective obligations and responsibilities.

NOW, THEREFORE, the Insurance Trust and the School Entity, intending to be legally bound hereby, for the mutual benefits, covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE I DEFINITIONS

The following terms, when set forth in this Agreement, shall have the meanings stated in the following definitions unless the context clearly indicates otherwise:

Section 1.1 "Agreement" shall mean this Agreement between the Insurance Trust and the School Entity. The Agreement includes these terms and conditions, these limitations and exclusions, any exhibits appended hereto and expressly referenced in these terms and conditions and any amendments to the Agreement.

Section 1.2 "Includes" and "Including" shall mean inclusive of but not limited to and shall mean by way of example rather than limitation.

Section 1.3 "School Entity" shall mean the public school entity named in this Agreement and a participating member or participant in the Program.

Section 1.4 "Insurance Trust" shall mean the Pennsylvania School Boards Association Insurance Trust.

Section 1.5 "BUCS" or "Program" shall mean the unemployment compensation program of the Insurance Trust, which program will provide to participating school entities a mechanism for managing unemployment compensation risks and claims and related services.

Section 1.6 "Employees" shall include all employees of the participating member who are actual employees receiving a W-2; "Employee" shall mean the individual Employees.

Section 1.7 "Parties" shall mean collectively the Insurance Trust and School Entity; "Party" shall mean the individual Parties.

Section 1.8 "State" shall mean the Commonwealth of Pennsylvania.

Section 1.9 "Agency" shall mean the department, commission or board administering the State Unemployment Compensation Law.

Section 1.10 In the event of a purchase of an aggregate excess or stop loss insurance policy for unemployment compensation claims, "Attachment Point" shall mean a certain aggregate dollar amount as solely determined by the Program, above which the aforesaid policy will be triggered.

Section 1.11 If at any time the Insurance Trust creates, maintains or operates Funds under the Program, "Funds" shall mean loss funds, reserves, or other similar accounts or funds, composed of funds paid by participating school entities in the Program.

Section 1.12 "Program Payment" shall mean a dollar amount based upon a certain percentage of the School Entity's current taxable payroll.

Section 1.13 "UC Payment" shall mean the sum to be used to pay the School Entity's unemployment compensation claims as they become due to the State.

Section 1.14 "Deposit" shall mean a dollar sum equal to a specific percentage of the Attachment Point, to be solely determined by the Insurance Trust. The Deposit shall include the Program Payment and the UC Payment.

ARTICLE II AUTHORITY AND DUTIES OF THE INSURANCE TRUST

Section 2.1 Program for Managing Unemployment Compensation Risks and Claims. Subject to the terms, conditions, limitations and exclusions set forth in the Agreement, the Program will provide risk and claims management and related services for the School Entity's unemployment compensation liability and claims, which are for benefits arising under the Unemployment Compensation Law, 43 P.S. §751 et seq. As part of the Program, and for so long as the School Entity is a participant in the Program, the Program, either directly or through sub-contractors or through its related entities, will:

A. CLAIMS CONTROL SERVICES

1. Become the agent and addressee of record with the Office or Bureau of Employment Security.
2. Analyze and record all unemployment compensation claim forms; respond promptly and accurately to all claim inquiries from the Agency.
3. Audit the claimant's eligibility, the School Entity's liability, and benefit period for each claim.
4. Protest questionable claims and improper determinations with the Local Office, Referee and Board of Review.
5. Make recommendations and assist the School Entity in preparing for all

administrative appeal hearings.

6. Attend administrative hearings with the School Entity.
7. Consult with the Agency as frequently as necessary on the School Entity's behalf on all unemployment compensation matters.
8. Analyze and audit all credits and other computations pertaining to the School Entity's account, following up with the Agency on a timely basis to assure the School Entity receives appropriate adjustments to their account.

B. ADMINISTRATIVE SERVICES

1. Verify the accuracy of the unemployment compensation billings issued by the Office or Bureau of Employment Security.
2. Analyze and audit all benefit charges against the School Entity's unemployment account and protest inaccurate charges.
3. Monitor the charge sequence and allocation of liability in multiple-employer claims.
4. Ensure that disqualifications are fully enforced.
5. Apply for credits when applicable and ensure that they are received.

C. MANAGEMENT REPORTS AND INFORMATIONAL SERVICES

1. Report claims and charges on a quarterly basis in a meaningful organization.
2. Make recommendations for improvements in systems or procedures.
3. Be readily available for consultation on all unemployment compensation matters.
4. Furnish School Entity's legal counsel with any pertinent information necessary to institute any court proceedings.

D. FIELD SERVICES

1. Visit the School Entity's location as necessary.
2. Provide training programs/continuing education workshops.

3. Consult with the School Entity regarding methods of avoiding charges, stabilizing costs and other pertinent management techniques to help reduce unemployment compensation costs.
4. Participate in meetings and hearings concerning proposed legislation affecting unemployment compensation.
5. Actively pursue changes in the Unemployment Compensation Act in the best interest of the participants in BUCS.

Section 2.2 Aggregate Excess Insurance Coverage. The Program shall evaluate aggregate excess or stop loss insurance available for unemployment compensation claims in order to select an aggregate excess or stop loss insurance policy which, in the Insurance Trust's sole discretion, will meet the needs of the participants in the Program, Including the School Entity.

The Program may purchase or arrange to purchase an aggregate excess or stop loss insurance policy for unemployment compensation claims that will be triggered above a certain aggregate dollar amount, as solely determined by the Program ("Attachment Point"). The aggregate excess or stop loss insurance policy purchased shall be consistent with the terms, conditions, limitations and exclusions set forth in this Agreement.

Section 2.3 Representation in Unemployment Compensation Cases. The Program has the right to select a representative, Including counsel, to represent the School Entity in unemployment compensation cases involving its Employees before unemployment compensation referees and the Unemployment Compensation Board of Review. The Program will not pay fees and costs of any representative or firm that the Program has not approved in writing.

Section 2.4 Maintenance and Operation of Funds. The Program may, at its sole discretion, create, maintain and operate loss funds, reserves, or other similar accounts or funds, composed of funds paid by participating school entities for proper purposes (collectively "Funds"), Including, to pay the costs and expenses of the Program, to stabilize fluctuations of claims costs and expenses, to purchase an aggregate excess or stop loss insurance policy for unemployment compensation claims, to pay costs and fees of administering the Program and to pay such other costs and expenses of the operation of the Program as may be appropriate. Such Funds, if established, shall belong to the Program and no participating public school entity shall have any individual entitlement to or ownership of such Funds. Such Funds, if created, shall be used exclusively for the benefit of participating school entities, after payment of such costs and expenses related to the Program.

Section 2.5 Limitations of Insurance Trust's and Program's Responsibilities. Notwithstanding anything herein to the contrary, neither the Insurance Trust nor the Program is an insurer or an insurance company, and neither of them has any obligation to provide any insurance benefits nor to underwrite or pay for any claims. Neither the

Insurance Trust nor the Program is a guarantor of the performance of any aggregate excess or stop loss insurance provider. Neither the Insurance Trust nor the Program is an insurance broker or agent, and neither of them is or shall be an obligor with respect to any claims. Neither the Insurance Trust nor the Program is a law firm and no services will be rendered by the Insurance Trust or the Program which would constitute the practice of law.

Section 2.6 Insurance Trust's Liability Limitation. If at any time the Insurance Trust creates, maintains or operates Funds under the Program pursuant to Section 2.4, the Insurance Trust shall maintain such Funds as a separate fund for the specific purpose of the Program. No other assets of the Insurance Trust, including any other fund or sub-fund established by or under the Insurance Trust, shall be subject to or liable for any claim, liability, dispute, or action arising under this Agreement or for any demand or claim made against the Program, including any interest, fees, costs and other assessments made thereon.

The obligations of the Insurance Trust created hereunder or pursuant to the Program are not personally binding upon, nor shall resort be had to the property of, any of the trustees, settlors, officers, employees, attorneys, or agents of the Insurance Trust, or any parent or subsidiary entity.

Section 2.7 No Ownership Interest. Notwithstanding anything herein to the contrary, the School Entity shall not have any ownership interest in the Program or in any funds or assets of the Program or the Insurance Trust, including any other fund or sub-fund established by or under the Insurance Trust; and the School Entity shall not have any ownership interest in any of the payments made by the School Entity into the Program.

ARTICLE III THE SCHOOL ENTITY'S DUTIES

Section 3.1 Application. In order to be considered for participation in the Program, and thereafter on an annual basis, the School Entity shall complete an application in a format prepared by the Insurance Trust, shall submit it to the Program by a certain date designated by the Insurance Trust, and shall certify and warrant that all of the information provided by the School Entity on the application is true and correct. The Insurance Trust and the other School Entities participating in the Program are doing so in strict reliance upon a full, complete, and accurate disclosure of all information by the School Entity on its application. The application completed by the School Entity is attached hereto as Exhibit "A," which is fully incorporated herein by reference, and the School Entity hereby certifies and warrants that the information set forth on the application has been used as an inducement to be allowed to participate in the Program.

Section 3.2 School Entity Payments. The School Entity shall make the payments set forth in the invoices, as prepared by the Insurance Trust, to the Program in order to

participate in the Program. These amounts are subject to change each year by the Program.

The Program shall also send invoice(s) to the School Entity stating any additional amount(s) due as a result of any audit(s) conducted. Upon receipt of any invoice stating any outstanding amount due, the School Entity shall promptly pay to the Program such amount within thirty (30) days of the date of the invoice. The School Entity's failure or refusal to make any payments to the Program in accordance with the terms and conditions of this Agreement in a timely manner shall result in the School Entity's obligation to pay interest at the rate of 1 ½ % per month, compounded, plus the payment of reasonable attorneys fees and costs in the event that the Insurance Trust initiates proceedings to recover the amounts due and owing.

Section 3.3 Program Payment and UC Payment. Annually by a certain date designated by the Insurance Trust, the School Entity shall pay to the Program a dollar sum equal to a specific percentage of the Attachment Point, to be solely determined by the Insurance Trust ("Deposit"). The Deposit shall include a dollar amount based upon a certain percentage of the School Entity's current taxable payroll ("Program Payment") plus an additional sum to be used to pay the School Entity's unemployment compensation claims as they become due to the State ("UC Payment").

The Program will use the UC Payment to reimburse the State for the School Entity's unemployment compensation claims up to and including the Attachment Point. In the event that the UC Payment is not sufficient to cover those claims, on a quarterly basis, the Program shall send an invoice to the School Entity for reimbursement for the School Entity's unemployment compensation claims up to and including the Attachment Point. The School Entity shall timely and fully pay the Program for all unemployment compensation claims of its employees (whether or not Employees) up to and including the Attachment Point. Upon receipt of any invoice stating any outstanding payment due, the School Entity shall promptly pay to the Program such amount within thirty (30) days of the date of the invoice. The School Entity hereby agrees to indemnify and hold harmless the Insurance Trust and the Program from and against any actions, claims, demands, causes of action, fees and costs, including reasonable attorneys fees and costs, resulting from the failure of the School Entity to timely and fully pay the Program for such unemployment compensation claims when due.

At the end of each year in which the School Entity participates in the Program, upon the School Entity's full payment to the Program for any of its outstanding claims of its employees (whether or not Employees), any remainder of the UC Payment for that year will either be returned to the School Entity or credited to the School Entity in determining its UC Payment to the Program for the following year.

Section 3.4 Compliance with Program Terms. The School Entity shall comply with all terms and be subject to all conditions, limitations and exclusions set forth in the description of the Program and in this Agreement.

Section 3.5 Contest of Claims. In the event that the School Entity determines to challenge the validity of an Employee's claim for unemployment compensation benefits, then the School Entity shall cooperate in all respects with the Program and any administrator in the prosecution of such challenge. Further, in the event that a challenge is not successful, the School Entity shall remain fully liable in respect of the claim, Including any interest, fees, costs and other assessments made thereon.

Section 3.6 Compliance with Procedures and Requirements of the Program. The School Entity shall comply with the procedures and requirements of the Program that are adopted from time to time by the Insurance Trust for purposes of ensuring effective and cost efficient claims handling. The School Entity shall:

A. REPORTING CLAIMS

Provide data to the Insurance Trust on forms to be provided by the Insurance Trust regarding Employee separations or layoffs.

Provide data on rehires of persons previously separated from employment by the School Entity who may be included in the base period of the School Entity for which an unemployment compensation claim may be assessed.

Provide to the Insurance Trust notification of job openings that may be available for employees furloughed or separated from employment.

B. GRANT OF AUTHORITY

Grant any and all necessary powers, authority and permissions to the administrator selected by the Insurance Trust to represent the School Entity before the Pennsylvania Department of Labor and Industry and its offices (L&I) related to unemployment compensation matters. This Includes granting the selected administrator authority and permissions on the electronic portals operated by L&I.

Approve and execute such instruments or other documents needed by administrator to represent the School Entity and process claims and administer the School Entity's account, Including executing any power of attorney required for representation by the selected administrator as may be requested from time to time.

C. TESTIMONY AT HEARINGS

Make appropriate personnel available to provide necessary testimony with the proper officials and referees of the Agency.

D. ANNUAL AUDIT

Provide to the administrator of BUCS, on forms supplied by the Insurance Trust,

the annual audit information required by such forms which shall be returned within sixty (60) days of the date on which the forms are supplied to the School Entity. Failure of the School Entity to complete the annual audit information and timely return any form within the sixty (60) day period shall result in the Program assessing a 15% administrative fee on the payments due under Sections 3.2 and 3.3 in this Agreement.

E. OTHER DUTIES

Cooperate fully and in a timely manner with the Insurance Trust or its designated agents or administrator in the processing or defense of any claims. Cooperation Includes providing timely notice and information, witnesses and documentation as necessary.

Section 3.7 Lockouts. The School Entity shall not engage in a lockout which would result in any of its employees being entitled to unemployment compensation. If the School Entity does engage in a lockout or fails to comply with any of the provisions in this Agreement, the Program shall not be responsible for defending any claims associated with the work stoppage or for paying any claims associated with the work stoppage.

It is recognized that the School Entity may engage in activity which is not intended to be a lockout but which might later be construed to constitute a lockout. Such circumstance shall not deprive the School Entity of the right to have its unemployment compensation claims related to the work stoppage defended or paid by the Program, provided that the provisions of this Section 3.7 have been complied with by the School Entity.

If the School Entity should experience any work stoppage in connection with a labor dispute, it shall as soon as possible, but in all events within forty-eight (48) hours, notify the Insurance Trust of such fact and confirm such notice in writing to the Insurance Trust. The School Entity shall be under a continuing duty to update the Insurance Trust of the facts and of claims that the employees may be making that there was either a lockout or an alteration of the status quo.

Whenever the Program shall become aware of any act or omission on the part of the School Entity which, in the opinion of the Insurance Trust, may expose the School Entity to the risk of having caused a lockout, the Insurance Trust shall immediately notify the School Entity in writing of such fact and shall specifically advise the School Entity of the action which the School Entity should take to either prevent or reduce the risk of a lockout occurring. The School Entity agrees to promptly take such action as the Insurance Trust advises is necessary to prevent, abate, or reduce the risk of a lockout. If the School Entity fails or refuses, after written notice to take such action to prevent, abate or reduce the risk of a lockout, then the Program shall not be responsible to either defend or pay the claim(s) associated with the work stoppage.

Section 3.8 Audit. The Insurance Trust shall have the right at reasonable times to conduct an Employee count and payroll audit of the School Entity at the sole cost of the Insurance Trust.

ARTICLE IV MISCELLANEOUS

Section 4.1 Term of the Agreement, Notice of Increase and Termination. The term of this Agreement shall be one year commencing on the 1st day of July, 2024 and ending June 30, 2025. Either Party may terminate this Agreement at the end of said one year term by giving to the other Party written notice thereof at least ninety (90) days prior thereto. If there is any default of the aforesaid notice, this Agreement shall continue upon the same terms, conditions, limitations and exclusions governing the same as are in force immediately prior to the expiration of the term hereof, subject to any amendment by the Parties and subject to any increase in payments due under Sections 3.2 and 3.3 of this Agreement, for a further period of one (1) year and so on from year-to-year, unless or until terminated by either Party on ninety (90) days written notice. The Insurance Trust shall give ninety (90) days notice to the School Entity of any increase in the payments due. Notwithstanding any provision to the contrary, if the School Entity fails to perform any obligation hereunder or make any payment due, the Insurance Trust may terminate this Agreement and the School Entity's participation in the Program at any time by giving thirty (30) days notice thereof to the School Entity. Notwithstanding any provision to the contrary, the Insurance Trust may immediately terminate this Agreement and the School Entity's participation in the Program at any time if the School Entity makes any misrepresentation or fraudulent statement or provides false information to the Program or conceals any fact for the purpose of misleading the Program.

In the event of the termination of this Agreement, or the termination of the Program pursuant to Section 4.2, no Program Payment nor any other funds or payments will be returned to the School Entity, EXCEPT THAT, upon the School Entity's full payment to the Program for any of its outstanding claims of its employees (whether or not Employees), the Program will return to the School Entity any remainder of the School Entity's UC Payment made by the School Entity pursuant to Sections 3.2 and 3.3. The Program will make such return within one hundred and twenty (120) days after the effective date of such termination.

Section 4.2 Termination of the Program. Notwithstanding any provision to the contrary, in the event that the Insurance Trust receives a notice to terminate the aggregate excess or stop loss insurance policy, the Insurance Trust may terminate the Program by giving ninety (90) days notice thereof to the School Entity, which thereby terminates the Agreement. The Insurance Trust may also terminate the Program at any time in its sole discretion by giving ninety (90) days notice thereof to the School Entity, which thereby terminates the Agreement.

Section 4.3 Services and Release of Records. In the event of termination of this Agreement, the Insurance Trust will (unless instructed by the School Entity not to do so)

(1) review the Agency's invoice for the last calendar quarter immediately preceding the date when the termination is effective and provide that invoice to the School Entity, (2) report the School Entity's claims and charges for the last calendar quarter immediately preceding the date when the termination is effective and (3) release to the School Entity, in the Insurance Trust's standard format, all records and files relating to claims paid under the Program pursuant to this Agreement.

Section 4.4 Fees after Termination. Except for the services listed in Section 4.3, if the Insurance Trust performs any services following the termination of this Agreement in connection with any unemployment compensation claims of the School Entity, the Insurance Trust shall be entitled to reasonable fees in light of the work and costs incurred.

Section 4.5 Surviving Provisions. Notwithstanding anything herein to the contrary, the following sections of this Agreement shall survive termination of this Agreement: Sections 2.4, 2.5, 2.6, 2.7, 3.2, 3.3, 3.4, 3.5, 3.8, 4.1, 4.3 through 4.20.

Section 4.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State.

Section 4.7 Jurisdiction; Venue. Any claim, dispute or action arising under this Agreement shall be brought in the Court of Common Pleas of Cumberland County, Pennsylvania. The Parties hereby agree that such court shall have exclusive jurisdiction over any such proceeding.

Section 4.8 Assignment. This Agreement may not be assigned by either Party; provided, however, the Insurance Trust may delegate its duties under this Agreement, or its rights under this Agreement to any of its related entities upon such terms and conditions that it may determine in its sole discretion.

Section 4.9 No Third-Party Beneficiaries. This Agreement shall inure only to the benefit of, and shall be binding upon, the Parties as specifically and expressly identified herein and their respective successors. This Agreement is not intended to benefit any person, party or entity not a Party hereto and shall not inure to the benefit of any third person, party or entity.

Section 4.10 Severability. All covenants and obligations contained in this Agreement are severable. In the event that any provision of this Agreement should be held to be unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. Any court or arbitrator construing this Agreement is expressly granted the authority to revise any invalid or unenforceable provision hereof in order to render it enforceable.

Section 4.11 Headings. The headings of any portion of this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.

Section 4.12 Notices. All notices, requests and approvals required by this Agreement: (A) shall be given in writing; (B) shall be sent by certified mail or by recognized overnight carrier, in each case with acknowledgement of receipt; (C) shall be addressed to the Parties as indicated in the preamble of this Agreement unless either Party notifies the other of a change in address by notice given hereunder; and (D) assuming acknowledgment of receipt, shall be deemed to have been given on the date the notice, request or approval is sent.

Section 4.13 Waiver. One or more waivers of any covenant, term or condition contained herein shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by any Party to, or of, any waiver or other act or omission requiring such consent or approval shall not be deemed to constitute a waiver or render unnecessary obtaining consent or approval of any subsequent similar act or omission by any other Party.

Section 4.14 Lawful Performance. Each Party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereafter in effect.

Section 4.15 Context. Reference in this Agreement to the singular shall be meant to include reference to the plural and vice versa. Reference in this Agreement to the masculine gender shall be meant to include the female and neuter genders and vice versa.

Section 4.16 Force Majeure. The Insurance Trust shall not be liable for any failure to perform under this Agreement if such failure is due to causes beyond its reasonable control, including, acts of God or the public enemy, fire, floods, labor disputes, or the judgment or order of any court or government agency.

Section 4.17 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any negotiations or prior agreements or understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified or amended by any oral statement or course of conduct, but only by a written agreement signed by all Parties. There are no representations, promises, agreements, warranties, covenants or undertakings of the Parties other than those expressly contained herein.

Section 4.18 Counterparts. In the event that two or more copies of this Agreement are executed by all of the Parties hereto, each copy shall be deemed an original, but all shall collectively constitute the same instrument.

Section 4.19 Remedies and Waivers of Rights. All remedies of the Parties hereto shall be cumulative. No Party hereto shall be deemed to have waived any of its rights, powers, or remedies hereunder unless such waiver is in writing and signed by the Parties hereto.

Section 4.20 Authority to Bind. By their execution of this Agreement, all persons signing this Agreement on behalf of a Party warrant to the other Party that they are authorized to enter into, and execute, this Agreement by, and on behalf of, the governing body of that Party by all necessary resolutions or actions.

IN WITNESS WHEREOF, the Parties hereto, with the intention of being legally bound hereby, have caused this Agreement to be signed and sealed the day and year set forth below.

**PENNSYLVANIA SCHOOL BOARDS
ASSOCIATION INSURANCE TRUST**

By: _____

Title: _____

Signature: _____

Date: _____

Address: 400 Bent Creek Boulevard

Mechanicsburg, PA 17050

SCHOOL ENTITY

By: _____

Title: _____

Signature: _____

By: _____

Title: _____

Signature: _____

Date: _____

Address: _____

EXHIBIT A

BUCS Comprehensive Enrollment Form 2024-2025 - Entry #313

School entry
WILKE-BARGE AREA SCHOOL DISTRICT

Contact name
MARTIN T. FLAHERTY


Phone
+15706267111


Email
mflaherty@wbsd.net


Total number of employees with wages more than \$10,000
760

Total number of employees with wages less than \$10,000
164

Total wages paid to employees with less than \$10,000
\$20,145.88

Please upload documentation for above figures


Please upload copies of the 941 Federal Wage Summary Pages for all 4 quarters of the 2023 year


Please upload any additional documents as needed


Do you anticipate any restructuring or reduction of revenue sources resulting in layoffs in the upcoming school year (2024-2025)?
No

Have you experienced any staff reductions, other than regular attrition, in the last 36 months?
Yes

What services do you currently outsource?
Bus Drivers
Substitutes
Food Services
Other

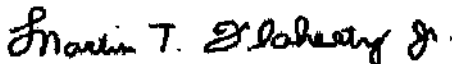
Please describe your other outsourced services.
SECURITY

What services do you anticipate outsourcing in the upcoming school year (2024-2025)?
Bus Drivers
Substitutes
Food Services
Other

Please describe your other outsourced services.
SECURITY

Terms and Conditions - The information provided on this application form has been confirmed by all necessary parties within this organization to be true, accurate, and complete to the best of our knowledge. We acknowledge that any misrepresentation will result in immediate cause for loss of service.

I Agree

Signature


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 Johnson Controls to upgrade, program, and test the panel at the Solomon Plains Complex to 4100ES and install IP Gateway card at a cost of \$7,016.38.
2. That approval be given to enter into an upgrade order agreement with Schindler Elevator Corporation to furnish and install the following with respect to elevators 1 and 2 located at Solomon/Plains Complex at the cost of \$37,644.00.
 - Clean & paint all pit steel, including buffer stands and buffers
 - Clean and scrape rails and hydraulic piping
 - Replace pit channels
 - Re-install pit channels and align jack assembly
 - Test operation of all devices and return the elevator back into service
3. That approval be given to enter into an upgrade order agreement with Schindler Elevator Corporation to furnish and install an upgraded solid state start on elevators 1 and 2 located at Solomon/Plains Complex at the cost of \$12,756.00.
4. That approval be given to accept the proposal from Keystone Sports Construction to repair the Solomon Complex synthetic Track at a cost of \$5,998.00. Prices are based upon COSTARS contract (COSTARS -14-E23-312).
5. That approval be given to accept the proposal from United Heating and Air Conditioning Inc. to replace the compressor in a rooftop unit for room #9 at Dan Flood Elementary School at a cost of \$4,232.00.
6. That approval be given to accept the proposal from United Heating and Air Conditioning Inc. to replace replace the refrigerant solenoid vlv on the office air handler at Dan Flood Elementary School. The cost for this repair less the refrigerant will not exceed \$3,020.00. If additional R22 is needed it will be installed for \$82.16 per pound.

BUILDING MAINTENANCE COMMITTEE

Warren Faust, Chairperson

7. That approval be given to accept the proposal from Green Valley Landscaping Inc. to install topsoil and till damaged and depressed areas of the Solomon Complex football fields at a cost of \$7,400.00.

Green Valley seed mix (bag)	\$129.00/50 LB
10-20-20 starter fertilizer (bag)	\$29.00/50 LB
straw (bale)	\$10.00/EA

Warren Faust, Chairperson

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 the contract between the Wilkes-Barre Area School District and Frank Castano, Human Resource Director, effective July 1, 2024 through June 30, 2029 be accepted.
2. That approval be given to the Affiliated Site Agreement between the Wilkes-Barre Area School District and Misericordia University. **“EXHIBIT V”**
3. That approval be given to the Affiliated Site Agreement between the Wilkes-Barre Area School District and King’s College. **“EXHIBIT W”**

B. Act 93

1. That _____ be appointed a High School Principal at Teacher Daily Rate (WBAEA Matrix Step 15 and current approved credits) *240 units effective July 1, 2024.
2. That _____ be appointed an Assistant Principal at Teacher Daily Rate (WBAEA Matrix Step 15 and current approved credits) *210 units effective July 1, 2024.
3. That _____ be appointed an Accountant at Teacher Daily Rate (WBAEA Matrix Step 14 and current approved credits) *184 units effective July 1, 2024.

C. Professionals

1. That a maximum of 55 hours of psychologist testing during the summer be approved at a rate of \$35 per hour.
2. That **Arly Flores-Cantoran** be appointed a School Psychologist (Summer testing not to exceed 55 hours) (Pending Certification).
3. That the retirement of **Lauren Mascioli** be accepted effective the last day of the 2023-2024 School Year.

PERSONNEL COMMITTEE

Dr. James Susek, Chairperson

4. That **David Lewis**' request for unpaid leave for the 2024-2025 school year be accepted.
5. That _____ be appointed a temporary professional employee as an Elementary Teacher effective the first day of the 2024-2025 school year.
6. That _____ be appointed a temporary professional employee as an Elementary Teacher effective the first day of the 2024-2025 school year.
7. That _____ be appointed a temporary professional employee as an Elementary Teacher effective the first day of the 2024-2025 school year.
8. That _____ be appointed a temporary professional employee as an Elementary Teacher effective the first day of the 2024-2025 school year.
9. That _____ be appointed a temporary professional employee as an Elementary Teacher effective the first day of the 2024-2025 school year.
10. That _____ be appointed a temporary professional employee as an Elementary Teacher effective the first day of the 2024-2025 school year.
11. That _____ be appointed a temporary professional employee as a 4-8 Teacher effective the first day of the 2024-2025 school year.
12. That _____ be appointed a temporary professional employee as a 4-8 Teacher effective the first day of the 2024-2025 school year.
13. That _____ be appointed a temporary professional employee as a 4-8 Math Teacher effective the first day of the 2024-2025 school year.
14. That _____ be appointed a temporary professional employee as a 4-8 Math Teacher effective the first day of the 2024-2025 school year.
15. That _____ be appointed a temporary professional employee as a Math Teacher effective the first day of the 2024-2025 school year.
16. That _____ be appointed a temporary professional employee as a General Science Teacher effective the first day of the 2024-2025 school year.
17. That _____ 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

18. That _____ be appointed a temporary professional employee as a Special Education Teacher effective the first day of the 2024-2025 school year.
19. That _____ be appointed a temporary professional employee as a Special Education Teacher effective the first day of the 2024-2025 school year.
20. That _____ be appointed a temporary professional employee as an ESL Teacher effective the first day of the 2024-2025 school year.
21. That _____ be appointed a temporary professional employee as an ESL Teacher effective the first day of the 2024-2025 school year.
22. That _____ be appointed a temporary professional employee as a Music Teacher effective the first day of the 2024-2025 school year.
23. That _____ be appointed a Long-Term Substitute Elementary Teacher for the 2024-2025 school year.
24. That _____ be appointed a Long-Term Substitute Math Teacher for the 2024-2025 school year.
25. That _____ be appointed a Long-Term Substitute ESL Teacher for the 2024-2025 school year.
26. That _____ be appointed a 4-8 Long-Term Substitute Teacher for the 2024-2025 school year.
27. That _____ be appointed a Long-Term Substitute Dental Hygienist for the 2024-2025 school year.
28. That the following professional employees be appointed to positions of Guidance Counselor - School Mental Health Program (Summer 2024) at a rate of \$35 per hour, not to exceed predetermined hours based on funding available.

PERSONNEL COMMITTEE

Dr. James Susek, Chairperson

D. Secretaries & Teachers' Associates

1. That the retirement of **Barbara Koulik** be accepted effective September 13, 2024.
2. That the resignation of **Sadie Livingston** be accepted effective May 7, 2024.
3. That the resignation of **Russell Haines** be accepted effective May 9, 2024.
4. That **Rachely Rosa's** request for unpaid leave from May 6, 2024 through May 15, 2024 be accepted.

E. Custodians, Maintenance and Housekeepers

1. That **Dave Oldziejewski's** request for unpaid leave for May 10, 2024 and May 24, 2024 be accepted.
2. That **James Apolinaro's** request for unpaid leave for April 29, 2024, May 2, 2024, May 14, 2024, May 17, 2024, May 24, 2024, May 28, 2024 and June 4, 2024 be accepted.
3. That **Brenda Kowalczyk's** request for unpaid leave for May 31, 2024 be accepted.
4. That _____ be appointed a Grade I Custodian effective July 1, 2024.
5. That _____ be appointed a Part Time Custodian effective July 1, 2024.
6. That _____ be appointed a Part Time Custodian effective July 1, 2024.

F. Extra-Curricular Salary Schedule-6

1. That _____ be appointed a Head Teacher.

G. Athletics

1. That the resignation of **Edward Rosengrant** as Girls Soccer Junior High Assistant Coach be accepted.
2. That the resignation of **Destiny Cabreja** as Girls Basketball Varsity Assistant Coach be accepted.
3. 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

PERSONNEL COMMITTEE

Dr. James Susek, Chairperson

Directors. All appointments are effective upon all PDE required clearances and documents being submitted.

Wolfpack Cheerleader Associate Advisor (Spirit/Traditional) _____

Girls Volleyball Varsity Assistant Coach _____

Girls Basketball Varsity Assistant Coach _____

The board agrees to vacate the Girls Junior High Soccer Head Coach position.

That the board agrees to reappoint all other current Fall Sports Coaches.

Dr. James Susek, Chairperson

CLINICAL EDUCATION EXPERIENCE AGREEMENT

This **CLINICAL EDUCATION EXPERIENCE AGREEMENT** (this "Agreement") is made by and between **MISERICORDIA UNIVERSITY** (the "University") and **Wilkes-Barre Area School District** (the "District"). The University and the District may hereinafter be collectively referred to as the "Parties".

WHEREAS, the University has curricula in the University's College of Health Sciences and Education (CHSE) and wishes to provide a clinical education experience for CHSE students (the "Program"); and

WHEREAS, the District wishes to provide an opportunity and location for University students enrolled in the Program (the "Students") to obtain additional training, education, and practical experience.

NOW, THEREFORE, in consideration of the mutual agreements set forth in this Agreement, the adequacy and receipt of which is hereby acknowledged by each party, and intending to be legally bound, the Parties hereby agree as follows:

I. Mutual Duties of the Parties:

The University and the District agree to determine, through mutual written agreement, the number of Students the District can accommodate from each department and the scheduling of such learning experiences during a given period of time.

II. Additional Duties of the University:

The University, in addition to the duties and obligations set forth in Section I above, shall:

(a) establish the educational objectives for the Program, devise methods for its implementation, and continually monitor Program effectiveness; and

(b) perform the following duties and obligations:

1. appoint an employee or employees who will be responsible for coordination of the Program between the District and the University;
2. appoint an employee or employees to supervise University Students at the District. The Students will have direct patient contact and involvement in clinical activities (the "University Employee(s)"); the University Employee may have direct patient contact or may supervise the Students indirectly via the District's Clinical Educator;
3. establish and maintain on-going communication with the Clinical Educator(s) (as defined in Section III) on items pertinent to the Student(s)' academic and clinical education. On-site visits will be arranged when feasible or when indicated by circumstances, at a mutually agreed upon time;
4. notify the Clinical Educator(s) and the District, at a time mutually agreed upon, of its planned schedule of Student assignments, including the name of each Student, each Student's level of academic preparation, appropriate learning objectives when applicable, and the length and dates of the Program;

5. inform the District of only those Students who have satisfactorily completed the prerequisite didactic portion and all other requirements of the curriculum which is applicable to the District to allow participation in the Program;
6. inform each assigned Student of the District's requirements for acceptance of which the University has been informed in accordance to the terms of this Agreement;
7. advise each assigned Student and University Employee(s) of the responsibility of demonstrating responsible professional behaviors and complying with the Student Code of Ethics, as applicable, and any and all policies and procedures of the District that are provided to the University and the Student and the University's Employee(s), respectively, by the District;
8. provide the District with the appropriate forms to be used in evaluating the performance of each assigned Student;
9. inform each assigned Student and University Employee(s) of the responsibility of providing, prior to the commencement of the Student assignment, such confidential information as may be required by the District or deemed necessary for the training and guidance of the Student and the University Employee(s); and
10. comply with all existing non-discrimination policies of the University in the selection and assignment of all Students and the University Employee(s).

III. Additional Duties of The District:

In addition to the duties and obligations set forth in Section I above, the District agrees to perform the following duties and obligations:

1. designate as "Clinical Educator" those qualified District staff members who meet the guidelines set forth by the applicable profession's accrediting body and the University, inclusive of compliance with laws and regulations governing the applicable profession's practice, as those who will share in the responsibility of the planning and implementation of the Program. The District will provide evidence of the qualifications of the Clinical Educator(s) to the University upon request;
2. provide the qualified District staff members with the necessary time to plan and implement the clinical education experience including, when feasible, time to attend relevant clinical education meetings and conferences sponsored by the University as part of the education and clinical faculty development program;
3. provide the physical facilities, equipment, and supplies as are necessary to conduct the Program and as conducive to the learning process, including only such equipment and supplies as are customarily provided by the operator of a clinical site;
4. have available a written description of the clinical education experience being offered and to notify the University of any changes to the District's personnel, operation, or policies which may affect the Program;

5. provide the University and each Student and University Employee(s) assigned to the District with a copy of the District's existing pertinent policies and procedures with which the Student and/or employee is expected to comply, as well as any and all changes thereto immediately upon adoption thereof, and an orientation of the physical facilities;
6. make available whenever possible, emergency health care in the case of a Student or University Employee(s) accident or illness, during assigned clinical education hours, but District shall not be responsible for costs involved, follow-up care or hospitalization. Each Student or University Employee(s) assigned to the District will be otherwise responsible for her/his health care;
7. provide, maintain, and submit in a timely manner, the records and reports required by the University and accrediting agencies for conducting the Program, inclusive of evaluations of Student or University Employee(s) performance, the forms for which will be supplied by the University;
8. honor all existing non-discrimination policies of the University in the provision of the Program;
9. advise the University of any deficit noted in the ability of an assigned Student to progress toward achievement of the stated objectives of the Program or of University Employee(s) in meeting supervisory obligations; and
10. recommend, when appropriate, the withdrawal of a Student when the achievement, progress, or health of the Student does not warrant continuation or the behavior of the Student fails to conform to the applicable regulations of the District. In such cases, the District will assist the University in implementing the recommendations and reserves the right in its sole discretion, after notice to the University, to exclude any Student from its premises in the event that the District has determined that the Student fails to abide by the practices, rules, policies, or procedures of the District or in any way threatens to impair the delivery of services to the District's Students.

IV. General Terms of Agreement:

1. Term. This Agreement shall be effective when executed by both Parties for a period of one year, and will be automatically renewed annually unless otherwise indicated in writing by one of the Parties no less than ninety (90) days prior to the commencement of the renewal term; provided, however, that any such non-renewal shall not affect Student placements for the clinical rotation during which such notice is given and, therefore, notwithstanding any non-renewal, the terms of this Agreement shall continue to govern such placements until completion of the clinical rotation during which notice of non-renewal is given, except as otherwise set forth herein. Either party may also terminate this Agreement for cause, effective immediately, upon the material breach of the other party; such termination shall immediately terminate any Student placements.
2. Amendment. This Agreement may be revised or modified only by a written amendment signed by both Parties.
3. Insurance. The University agrees to maintain for itself and any Students and University Employee(s) of the University that are assigned to the District, a policy of professional liability insurance, with a single limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the aggregate. In the event the University maintains

professional liability insurance on a claims made basis, such party shall secure and maintain tail coverage insurance. Each party agrees to maintain during the term of this Agreement general liability coverage of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury, personal, and property damage and Two Million Dollars (\$2,000,000.00) in the aggregate. A Certificate of Insurance evidencing this general liability coverage will be supplied to the other party upon request. Both Parties are prohibited from accepting service of legal papers on behalf of the other party, its agents or any of its insured. This section shall survive the expiration or termination of this Agreement. The University shall name the District as an additional insured on all insurance policies required hereunder.

4. Indemnification. Each party shall indemnify, defend, and hold the other party, its affiliates and their respective trustees, governors, directors, officers, employees, contractors, subcontractors, and agents (collectively, the "Indemnified Parties") harmless from and against any and all liabilities, suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and character (including, without limitation, reasonable attorney fees court costs, and expert witness fees) suffered or incurred by, or asserted or imposed against the party seeking indemnification (or its Indemnified Parties) to the extent resulting from, connected with, or arising out of any negligent or wrongful act or omission by the indemnifying party (or its Indemnified Parties). Each party shall promptly advise the other party in writing of the commencement of any action, suit, proceeding or investigation which may result in a claim for indemnification hereunder and thereafter may, at its option, jointly participate in such defense at its own expense. Both Parties shall cooperate fully in the defense and conduct of any action, suit, proceeding or investigation and in the negotiation or settlement of any claim, but no claim for which indemnification is sought shall be compromised or settled without the prior written consent of both Parties. Nothing in this Agreement shall be construed to waive or reduce the immunities from civil liability granted by or to enlarge the limitations on immunity imposed by the Political Subdivisions Tort Claims Act. The obligations set forth in this Paragraph shall survive termination of the Agreement.
5. Legal Compliance. The Parties hereby agree to abide by all applicable federal, state, and local laws, rules, regulations, and executive orders as in effect from time to time. Neither party shall discriminate against anyone applying to or enrolling in the clinical program contemplated under this Agreement or employed by either party because of gender, race, color, disability, religion, sexual orientation, nationality, age, or marital status. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania in effect as of the date of this Agreement, without reference to principles of conflicts of law.
6. Discipline. The University shall have full responsibility for conducting any Student disciplinary proceedings in accordance with its own rules and regulations. Notwithstanding the above, the University agrees to terminate the participation of any University Student at the District's facilities, upon request of the District, if the District has determined that the Student fails to abide by the practices, rules, policies, or procedures of the District or in any way threatens to impair the delivery of services to the District's students. Notwithstanding anything herein to the contrary, the District shall maintain the right at all times to prohibit and/or remove any Student, University staff member, contractor, and/or representative from the District's property and/or service if such removal shall serve the best interests of the District, at the District's sole discretion.
7. Confidentiality. The Parties shall protect the confidentiality of the District and University Student records as dictated by the Family Educational Rights and Privacy Act and shall release no information protected thereunder absent written consent or an applicable exception unless required

to do so by law or as dictated by the terms of this Agreement. The University agrees that any information and documents including, without limitation, data, educational materials, medical records, materials relating to business, protocols, guidelines, pricing, strategies, compensation levels, financial information, trade secrets, and technology (collectively, the "Confidential Information") concerning the District, its Students, affiliates, employees, agents, or representatives that are submitted under this Agreement or which the University becomes aware of during the course of its performance hereunder are confidential and proprietary to the District. The University shall hold all Confidential Information in the strictest confidence and shall protect all Confidential Information with the same degree of care that it exercises with respect to its own proprietary information and in accordance with any and all applicable laws and regulations and the District's policies and procedures. The University shall obtain no proprietary rights (directly or indirectly) in or to any such materials. The University shall not disclose the Confidential Information to any third party without the prior written consent of the District unless required by law in which event, the University will promptly notify the District of such request. Upon the expiration or termination of this Agreement, for any reason, the University shall promptly turn over and return to the District all Confidential Information (in whatever form or media) or upon the written direction of the District, destroy the Confidential Information.

8. Background Checks/Clearances. At the commencement of this Agreement, the University shall ensure that District is provided with copies of criminal history record information and child abuse clearances, pursuant to Act 34 and Act 151/33, as amended, said record to be no more than one (1) year old, for each of the University Students, employees, and independent contractors that may have direct contact with District students hereunder ("Authorized Individuals"). Upon any new Authorized Individual enrolling in or supervising the educational experience during the term of the Agreement, the University shall ensure that the District is provided with a copy of said Authorized Individual's recent criminal history record information and/or child abuse clearances. The District retains the right to reasonably request updated criminal history record information and/or child abuse clearances for Authorized Individuals at any time during the term of this Agreement. For purposes of this paragraph, "recent criminal history record information and/or child abuse clearances" or "updated criminal history record information and/or child abuse clearances" shall mean a criminal history record information and/or child abuse clearance that has been performed within two (2) weeks of the date of submission of the criminal history record information and/or child abuse clearance to the District. The University further agrees that it shall notify the District within seventy-two hours (72) of the University becoming aware that any of its employees, contractors, or Students, for whom the District was previously provided recent criminal history record information and/or child abuse clearances, are subsequently arrested or convicted of any crime under state or federal law and/or named as a perpetrator in a founded or indicated child abuse report.
9. Independent Contractor. The Parties hereby acknowledge and agree that the relationship of the Parties is that of independent contractors. Neither party shall be considered an agent, partner, or joint venturer of the other party for any purpose whatsoever. In addition, no individual on the staff or administration of the District shall become or be deemed to become an employee, servant, or agent of the University, nor shall any Student, University Employee(s) or other employees of the University become or be deemed to become an employee, servant, or agent of the District, by virtue of this Agreement or the relationship between the Parties established hereby. The University agrees and shall notify each Student that: (a) he/she shall not be deemed to be an employee of the District for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any program

because of participation in this educational experience; (b) each Student is placed with the District as a part of an academic curriculum and those duties performed by the Student are not performed as an employee, but in fulfillment of these academic requirements; and (c) the Student shall not, at any time, replace or substitute for any employee of the District. The University shall indemnify, save, and hold the District harmless from and against any and all liabilities, suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and character (including, without limitation, reasonable attorney fees court costs, and expert witness fees) suffered or incurred by, or asserted or imposed against the District arising out of a claim that any University Student, employee or contractor is an employee, servant, or agent of the District.

10. No Waiver. No failure by either party to insist upon the strict performance of any covenant, agreement, terms or conditions of this Agreement or to enforce a right or remedy shall constitute a waiver and no waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall remain in full force and effect with respect to any other existing or subsequent breach.
11. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter contained herein and supersedes any and all other prior or contemporaneous representations and agreements, whether written or oral, between the Parties concerning the subject matter of this Agreement.
12. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand or delivered by overnight courier service, return receipt requested, with charges prepaid, or mailed, certified or registered mail, return receipt requested, with postage prepaid, or sent by telefax, with confirmation of transmission received, at the following addresses or telefax numbers and to the following addresses or to such other address, telefax number or addressee as either party may designate by like notice:
 - a. If to the University, to:

Misericordia University
301 Lake Street
Dallas, PA 18612-1098
Phone: (570) 674-6441
Fax: (570) 674-1453
ATTN: Teri Pace
Email: tpace@misericordia.edu
 - b. If to the District, to:

Wilkes-Barre Area School District
730 South Main Street
Wilkes-Barre, PA 18711-0375
Phone: (570) 826-7111 X1148
Fax:
ATTN: Dr. Brian Costello, Superintendent
Email: bcostello@wbasd.k12.pa.us

Either party may at any time, in the manner set forth for giving notices to the other party, designate a different name and/or address to which notices to it shall be sent.

13. Severability. If any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, or the Parties determine any provision to be in conflict with any applicable federal, state or local law or regulation, then the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.
14. Authority. Each party represents that it has the authority to enter into and be bound by this Agreement.
15. Counterparts. Provided that all Parties hereto execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile transmission or other comparable means.

IN WITNESS WHEREOF, the Parties to this Agreement, with the intention to be legally bound hereby, have caused this Agreement to be duly executed by their respective duly authorized and empowered officers, this, **Friday, April 12, 2024.**

ATTEST:

Wilkes-Barre Area SCHOOL DISTRICT

By: _____
Board Secretary

By: _____
Board President

ATTEST:

MISERICORDIA UNIVERSITY

By: _____

By: _____
David Rehm, Ph.D.
Vice President of Academic Affairs

ATTEST:

By: _____

By: _____
Barbara Schwartz-Bechet, Ed.D., SBA
Dean, College of Health Sciences & Education

Its: _____



ACADEMIC AFFILIATION AGREEMENT
FOR STUDENT TEACHING & STUDENT
OBSERVERS

THIS AGREEMENT IS MADE THIS 23rd DAY OF May

BY AND BETWEEN KING'S COLLEGE (hereinafter referred to as "College"). AND THE
SCHOOL DISTRICT, WILKES-BARRE AREA (hereinafter "SCHOOL DISTRICT").

THE PARTIES INTEND TO BE LEGALLY BOUND TO THE FOLLOWING TERMS:

I. DUTIES AND RESPONSIBILITIES OF THE COLLEGE

- a. *Selection of Students.* The College shall be responsible for the selection of qualified students to participate in the practicum or student teaching experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the School District.
- b. *Education of Students.* The College shall assume full responsibility for the classroom and classroom education of its students. The College shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, and graduation.
- c. *Submission of Candidates.* The College shall submit the names of the students to the School District or a designated representative prior to the practicum assignment or student teaching.
- d. *Advising Students of Rights and Responsibilities.* The College will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of the School District, and should any student fail to abide by any policy and/or procedure, he or she may be expelled from the program.
- e. *Professional Liability Insurance.* The College is responsible for procuring insurance. The limits of the policy shall be a minimum of \$1,000,000 per claim and an aggregate of \$3,000,000 per occurrence. This policy must remain in full force and effect for the duration of the practicum or student teaching assignment.
- f. *Compensation.* For and in consideration of the placement of student teachers with district cooperating teachers, the College agrees to pay to each cooperating teacher selected to guide the student's experience a stipend under the current policy. This stipend is in addition to the regular salary paid by the School District or Agency.

II. DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT

- a. *Establishment of Methods Student or Student Teaching.* The School District authorizes the use of its facilities as may be agreed upon by the School District and the College as a student observer or student teaching center. This student observer or student teaching is for students enrolled in the College's Bachelor's Degree or Post-graduate work in Education. This student observer/student teaching is required and authorized by law.

- b. *Policies of School District.* The College will review with each student, prior to the assignment, any and all applicable policies, codes, or confidentiality issues related to the experience. The School District will provide the College with all the applicable information in advance of the Student's participation.
- c. *Administration.* The School District will have the sole authority and control over all aspects of student services. The School District will be responsible for and retain control over the organization and operation of its programs.
- d. *Removal of Noncompliant Student.* The School District shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, the School District should immediately contact the responsible College Faculty Advisor.
- e. *Designation of Representative.* The School District shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the College in order to discuss, plan, and evaluate the experience of the student(s).
- f. *Supervision of Students.* The School District shall provide either a student observer site supervisor or a cooperating teacher who will supervise student activities during the student observer visit or student teaching.
- g. *Reporting of Student Progress.* The School District shall provide all reasonable information requested by the College on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the College and the School District.
- g. *Student Records.* The School District shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERP A) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.
- 1. *Eligibility Requirements.* Each cooperating teacher selected to supervise the student teacher shall hold a current Pennsylvania certificate in the subject area/grade level to which the student teacher is assigned. The cooperating teacher will have a minimum of three (3) years of full-time teaching experience and have been in his/her current assignment in a school district for a minimum of one (1) year.
- J. *Substitute Teaching.* The School District shall comply with the appropriate Pennsylvania statutes prohibiting student teachers to be used as substitute teachers at any time during their student teaching assignment.

III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The parties will mutually agree upon the number of students that shall be assigned to the School District for this student observer or student teaching experience.
- b. *Term of Agreement.* The term of this Agreement shall be five (5) years from the date of execution and will automatically be renewed annually unless otherwise indicated in writing by one of the parties.
- c. *Termination of Agreement.* The College or the School District may terminate this Agreement for any reason with ninety (90) days' notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the School District terminate this agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- d. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- e. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- g. *Relationship of Parties.* The relationship between the parties to this agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture, or any other relationship, other than that of independent contractors.
- h. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims, or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the College.
- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

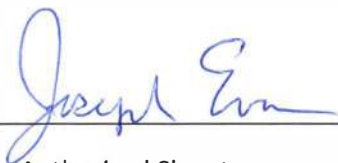
IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

King's College

Wilkes-Barre Area

King's College

School District (print)



Authorized Signature

Authorized Signature

Joseph Evan

Print Name

Print Name

Provost and Vice President for Academic Affairs

Title

Title

RESOLUTION #1

WHEREAS, the Board of School Directors of the Wilkes-Barre Area School District, in accordance with law, prepared the following budget, of the amount of funds that will be required by the School District in its several departments for the fiscal year beginning July 1, 2024 and ending June 30, 2025 in the amount of \$171,932,581.00.

NOW, THEREFORE BE IT RESOLVED, that the Board of School Directors of the Wilkes-Barre Area School District hereby presents the expenditures as hereinafter set forth during the fiscal year 2024-2025 and levies a tax of 18.4332 mills per dollar (\$18.43 per thousand dollars) of assessed valuation on real estate; re-enacts and/or continues in force the Resolution of June 29, 1971, providing for the levy, assessment and collection of the following taxes: (a) one (1) per centum on transfers of title of real estate; (b) a local services tax (formerly occupational privilege tax) of ten (10) dollars; (c) the earned income tax (wage tax) of one (1%) per cent; (d) the mercantile tax at the rate and under the terms and provisions set forth in the Resolution previously adopted; re-enacts and/or continues in force the Resolution of June 30, 1986 providing for the levy, assessment and collection of the business privilege tax at a rate of one and one-half (1½) mills; re-enacts and/or continues in force the Resolution of June 26, 1987 providing for the levy, assessment and collection of per capita tax of ten (10) dollars.

Rev. Shawn Walker

Wilkes-Barre, PA
June 10, 2024

1

RESOLUTION #2

WILKES-BARRE AREA SCHOOL DISTRICT

2024 HOMESTEAD and FARMSTEAD EXCLUSION RESOLUTION

BE IT RESOLVED, by the Board of School Directors of Wilkes-Barre Area School District, that homestead and farmstead exclusion real estate tax assessment reductions are authorized for the school year beginning July 1, 2024, under the provisions of the Homestead Property Exclusions Program Act (part of Act 50 of 1998) and the Taxpayer Relief Act (Act 1 of 2006), as follows:

1. **Aggregate amount available for homestead and farmstead real estate tax reduction.**
The following amounts are available for homestead and farmstead real estate tax reduction for the school year beginning July 1, 2024:
 - a. **Gambling Tax Funds.** The Pennsylvania Department of Education (PDE) has notified the School District the PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. Section 6926.505 (b). as a property tax reduction allocation funded by gambling tax funds, the amount of \$4,356,771.95
 - b. **Philadelphia tax credit reimbursement funds.** PDE has notified the School District that PDE will pay to the School District during the school year pursuant to ACT 1, 53 P.S. Section 6926.325 (3), as reimbursement for Philadelphia tax credits claimed against the School District earned income tax by School District resident taxpayers, the amount of \$12,792.60.
 - c. **Local Funds.** The Wilkes-Barre Area School District will provide local funds in the amount of \$433,480.00.
 - d. **Aggregate amount available.** Adding these amounts the aggregate amount available during the school year for real estate tax reduction is \$4,803,044.55.
2. **Homestead/Farmstead numbers.** Pursuant to Act 50, 54 Pa. C.S. Section 8584 (i), and Act 1, 53 P.S. Section 6926.341 (g) (3), the County has provided the School District with a certified report listing approved homesteads and approved farmsteads as follows:
 - a. **Homestead property number.** The number of approved homesteads within the School District is 10,836.
 - b. **Farmstead property number.** The number of approved farmsteads within the School District is 1.
 - c. **Homestead/Farmstead combined number.** Adding these numbers, the aggregate number of approved homesteads and approved farmsteads is 10,837.
3. **Real estate tax reduction calculation.** The School Board has decided that the homestead exclusion amount and the farmstead exclusion amount shall be equal. Dividing the paragraph 1 (c) aggregate amount available during the school year for real estate tax reduction of \$4,803,044.55 by the paragraph 2 (c) aggregate number of approved homesteads and approved farmsteads of 10,837, the maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is \$443.21.

4. **Homestead exclusion calculation.** Dividing the paragraph 3 maximum real estate tax reduction amount of \$443.21 by the School District real estate tax rate of 18.4332 mills (.0184332) the maximum real estate assessed value reduction to be reflected on tax notices as a homestead exclusion for each approved homestead is \$24,044.00, and the maximum real estate assessed value reduction to be reflected on tax notices as a farmstead exclusion for each approved farmstead is \$24,044.00.
5. **Homestead/Farmstead exclusion authorization – July 1 tax bills.** The tax notice issued to the owner of each approved homestead within the School District shall reflect a homestead exclusion real estate assessed value reduction equal to the lesser of: (a) the County-established assessed value of the homestead, of (b) the paragraph 4 maximum real estate assessed value reduction of \$24,044.00. The tax notice issued to the owner of each approved farmstead within the School District shall reflect an additional farmstead exclusion real estate assessed value reduction equal to the lesser of: (a) the County established value of the farmstead, of (b) the paragraph 4 maximum real estate assessed value reduction of \$24,044.00. For purposes of this Resolution, “approved homestead” and “approved farmstead” shall mean homesteads and farmsteads listed in the report referred to in Paragraph 2 above and received by the School District from the County Assessment Office on or before May 1 pursuant to Act 1, 53 P.S. Section 6926.341 (g) (3), based on homestead/farmstead applications filed with the County Assessment Office on or before March 1. This paragraph 5 will apply to tax notices used based on the initial tax duplicate used in issuing initial real estate tax notices for the school year, which will be issued on or promptly after July 1, and will not apply to interim real estate tax bills.
6. **Homestead/Farmstead exclusion authorization – interim real estate tax bills.** No homestead or farmstead exclusion will apply to any interim tax bill except an interim tax bill applicable to a property that includes an approved homestead or approved farmstead listed in the report received by the school District from the County Assessment Office on or before May 1, but not included in the tax assessment reflected in the July 1 tax bill for the property. In most cases, the assessment of approved homesteads and approved farmsteads will be reflected in July 1 tax bills. However, in any case when there is an approved homestead or an approved farmstead that is not included in the assessment reflected in the July 1 tax bill, and when an interim real estate tax notice is issued later based on an interim assessment including the approved homestead or approved farmstead, the interim tax notice shall reflect a homestead or farmstead exclusion real estate assessed value reduction calculated under paragraph 5, except that the paragraph 4 maximum real estate assessed value reduction will be pro rated in the same manner as the real estate tax is pro rated. Assuming the interim tax notice reflects taxation of July 1, as will occur in most such cases, the full amount of paragraph 4 maximum real estate assessed value reduction will apply. In the extraordinary case where the new interim tax assessment is effective after July 1, the paragraph 4 maximum real estate assessed value reduction will be pro rated in the same manner as the real estate tax reflected in the interim tax bill is pro rated.

Mark Atherton

Wilkes-Barre
June 10, 2024
2

RESOLUTION #2A

WILKES-BARRE AREA SCHOOL DISTRICT

2024 HOMESTEAD and FARMSTEAD EXCLUSION RESOLUTION (Alternate Resolution based on State's allowance of additional Homestead funds)

BE IT RESOLVED, by the Board of School Directors of Wilkes-Barre Area School District, that homestead and farmstead exclusion real estate tax assessment reductions are authorized for the school year beginning July 1, 2024, under the provisions of the Homestead Property Exclusions Program Act (part of Act 50 of 1998) and the Taxpayer Relief Act (Act 1 of 2006), as follows:

1. **Aggregate amount available for homestead and farmstead real estate tax reduction.**
The following amounts are available for homestead and farmstead real estate tax reduction for the school year beginning July 1, 2024:
 - a. **Gambling Tax Funds.** The Pennsylvania Department of Education (PDE) has notified the School District the PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. Section 6926.505 (b). as a property tax reduction allocation funded by gambling tax funds, the amount of \$4,356,771.95
 - b. **Philadelphia tax credit reimbursement funds.** PDE has notified the School District that PDE will pay to the School District during the school year pursuant to ACT 1, 53 P.S. Section 6926.325 (3), as reimbursement for Philadelphia tax credits claimed against the School District earned income tax by School District resident taxpayers, the amount of \$12,792.00.
 - c. **Aggregate amount available.** Adding these amounts the aggregate amount available during the school year for real estate tax reduction is \$4,369,564.55.
2. **Homestead/Farmstead numbers.** Pursuant to Act 50, 54 Pa. C.S. Section 8584 (i), and Act 1, 53 P.S. Section 6926.341 (g) (3), the County has provided the School District with a certified report listing approved homesteads and approved farmsteads as follows:
 - a. **Homestead property number.** The number of approved homesteads within the School District is 10,836.
 - b. **Farmstead property number.** The number of approved farmsteads within the School District is 1.
 - c. **Homestead/Farmstead combined number.** Adding these numbers, the aggregate number of approved homesteads and approved farmsteads is 10,837.
3. **Real estate tax reduction calculation.** The School Board has decided that the homestead exclusion amount and the farmstead exclusion amount shall be equal. Dividing the paragraph 1 (c) aggregate amount available during the school year for real estate tax reduction of \$4,369,564.55 by the paragraph 2 (c) aggregate number of approved homesteads and approved farmsteads of 10,837, the maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is \$403.21.

4. **Homestead exclusion calculation.** Dividing the paragraph 3 maximum real estate tax reduction amount of \$403.21 by the School District real estate tax rate of 18.4332 mills (.0184332) the maximum real estate assessed value reduction to be reflected on tax notices as a homestead exclusion for each approved homestead is \$21,874.00, and the maximum real estate assessed value reduction to be reflected on tax notices as a farmstead exclusion for each approved farmstead is \$21,874.00.
5. **Homestead/Farmstead exclusion authorization – July 1 tax bills.** The tax notice issued to the owner of each approved homestead within the School District shall reflect a homestead exclusion real estate assessed value reduction equal to the lesser of: (a) the County-established assessed value of the homestead, of (b) the paragraph 4 maximum real estate assessed value reduction of \$21,874.00. The tax notice issued to the owner of each approved farmstead within the School District shall reflect an additional farmstead exclusion real estate assessed value reduction equal to the lesser of: (a) the County established value of the farmstead, of (b) the paragraph 4 maximum real estate assessed value reduction of \$21,874.00. For purposes of this Resolution, “approved homestead” and “approved farmstead” shall mean homesteads and farmsteads listed in the report referred to in Paragraph 2 above and received by the School District from the County Assessment Office on or before May 1 pursuant to Act 1, 53 P.S. Section 6926.341 (g) (3), based on homestead/farmstead applications filed with the County Assessment Office on or before March 1. This paragraph 5 will apply to tax notices used based on the initial tax duplicate used in issuing initial real estate tax notices for the school year, which will be issued on or promptly after July 1, and will not apply to interim real estate tax bills.
6. **Homestead/Farmstead exclusion authorization – interim real estate tax bills.** No homestead or farmstead exclusion will apply to any interim tax bill except an interim tax bill applicable to a property that includes an approved homestead or approved farmstead listed in the report received by the school District from the County Assessment Office on or before May 1, but not included in the tax assessment reflected in the July 1 tax bill for the property. In most cases, the assessment of approved homesteads and approved farmsteads will be reflected in July 1 tax bills. However, in any case when there is an approved homestead or an approved farmstead that is not included in the assessment reflected in the July 1 tax bill, and when an interim real estate tax notice is issued later based on an interim assessment including the approved homestead or approved farmstead, the interim tax notice shall reflect a homestead or farmstead exclusion real estate assessed value reduction calculated under paragraph 5, except that the paragraph 4 maximum real estate assessed value reduction will be pro rated in the same manner as the real estate tax is pro rated. Assuming the interim tax notice reflects taxation of July 1, as will occur in most such cases, the full amount of paragraph 4 maximum real estate assessed value reduction will apply. In the extraordinary case where the new interim tax assessment is effective after July 1, the paragraph 4 maximum real estate assessed value reduction will be pro rated in the same manner as the real estate tax reflected in the interim tax bill is pro rated.

Mark Atherton

Wilkes-Barre
June 10, 2024
2A

RESOLUTION #3

Authority to Prepare Real Estate Tax Statements

BE IT RESOLVED, that Diamond Marketing Solutions be authorized to prepare the school real estate tax statements for the 2024 Tax Duplicate with date of issue August 1, 2024; 2% discount through September 30, 2024; face amount October 1, 2024 through November 30, 2024; and 10% penalty due after December 1, 2024. Further, that Tax Collectors be authorized to offer three installment payments of the face amount of school real estate taxes, provided taxpayers choose this option on or before September 1, 2024. (Installment due dates shall be: 1st – September 1, 2024; 2nd – October 15, 2024; 3rd – December 1, 2024). A 10% penalty will be added to each delinquent installment not paid on or before the due date of the installment. Delinquent installments must be paid prior to the Tax Collectors accepting payment of subsequent installments.

Dr. James F. Susek

Wilkes-Barre, PA
June 10, 2024
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RESOLUTION #4

Real Estate Tax Collector for Wilkes-Barre Township

BE IT RESOLVED, that approval be given to appoint Elite Revenue Solutions, 100 Wilkes-Barre Boulevard, Suite 205, Wilkes-Barre, PA the collector of School Real Estate Taxes for Wilkes-Barre Township for the fiscal year commencing July 1, 2024 at a commission of \$2.20 per taxable, \$0 per interim bills, plus postage.

In addition, it shall be the responsibility of the Tax Collector to comply with the duties and responsibilities of the position as contained in the Local Tax Collection Law Act of May 25, 1945, P.L. 1050, No. 394, and the Pennsylvania Department of Community Affairs "Tax Collectors Manual." The Tax Collector must also comply with the procedures and requirements of the District for tax collectors established in its resolution of January 12, 2005.

The Tax Collector shall be required to furnish either a surety or collateral bond as required by the School Code of the Commonwealth of Pennsylvania.

Ned J. Evans

Wilkes-Barre, PA
June 10, 2024
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RESOLUTION #5

Real Estate Tax Collector for Wilkes-Barre City

BE IT RESOLVED, that approval be given to appoint Elite Revenue Solutions, 100 Wilkes-Barre Boulevard, Suite 205, Wilkes-Barre, PA the collector of School Real Estate Taxes for Wilkes-Barre City for the fiscal year commencing July 1, 2024 at a commission of \$2.20 per taxable, \$0 per interim bills, plus postage.

In addition, it shall be the responsibility of the Tax Collector to comply with the duties and responsibilities of the position as contained in the Local Tax Collection Law Act of May 25, 1945, P.L. 1050, No. 394, and the Pennsylvania Department of Community Affairs "Tax Collectors Manual." The Tax Collector must also comply with the procedures and requirements of the District for tax collectors established in its resolution of January 12, 2005.

The Tax Collector shall be required to furnish either a surety or collateral bond as required by the School Code of the Commonwealth of Pennsylvania.

Beth Ann Harris

Wilkes-Barre, PA
June 10, 2024
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RESOLUTION #6

Per Capita Tax Collector

BE IT RESOLVED, that Berkheimer Associates be appointed to serve as collector of the Per Capita tax for the fiscal year beginning July 1, 2024 at a rate of .25 cents per taxable individual plus postage, which will be the total cost to the School District. The Tax Collector is authorized to collect delinquent Per Capita Tax, receiving total remunerations from the costs assessed to the delinquent taxable (i.e. at no cost to the School District).

Warren Faust

Wilkes-Barre, PA
June 10, 2024
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RESOLUTION #7

Local Services Tax Collectors

BE IT RESOLVED, that Berkheimer Associates be appointed to serve as Tax Collector for the collection of Local Services Tax for the fiscal year beginning July 1, 2024 at a commission not to exceed 2.05% of the gross amount of the tax collected and distributed to the school district.

Beth Anne Harris

Wilkes-Barre, PA
June 10, 2024
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RESOLUTION #8

WHEREAS, the Wilkes-Barre Area Career & Technical Center has submitted its 2023- and approval.

NOW, THEREFORE BE IT RESOLVED, that the Wilkes-Barre Area Career & Technical Center shall operate for the fiscal year July 1, 2024 to June 30, 2025, in accordance with the Operating Budget (Budget) presents by the Center's Joint Operating Committee.

AND, BE IT FURTHER RESOLVED, that said Budget anticipates total expenditures of \$11,634,869.00 of which the Wilkes-Barre Area School District's contribution is estimated at \$3,209,431.00 for operations, an increase of \$180,971.00 from the district's contributions for the year 2023-2024. The Wilkes-Barre Area District's contributions for the debt service budget is estimated at \$176,564.00 a decrease of \$50,888.00.

Mark Atherton

Wilkes-Barre, PA
June 10, 2024

RESOLUTION #9

WHEREAS, the Wilkes-Barre Area School District mourns the loss of Leo Elias Solomon, the former superintendent of the Wilkes-Barre Area School District, who passed away peacefully on Monday, April 8, 2024, at the age of 93 and

WHEREAS, Leo Elias Solomon was born on March 7, 1931, in Wilkes-Barre, Pennsylvania, to the late Samuel and Najoum Namey Solomon, and

WHEREAS, he graduated from Elmer L. Meyers High School and furthered his education by earning a Bachelor of Science degree from Wilkes College, a Master of Science degree from the University of Scranton, and a superintendent's certificate from Lehigh University; and

WHEREAS, Mr. Solomon was married to the late Margaret Brenish Solomon, and together they were blessed with three children: Leo, George, and Jacqueline, and

WHEREAS, Leo Elias Solomon was a devoted member of St. Mary's Antiochian Orthodox Church, serving as board president for several years, and was deeply involved in his community and

WHEREAS, Leo Elias Solomon began his distinguished career in education as a teacher and wrestling and football coach at Coughlin High School, later serving as Elementary School Principal at Dana and Dodson Elementary Schools and as assistant director of elementary curriculum and assistant to the superintendent; and

WHEREAS, in 1976, Leo Elias Solomon assumed the esteemed position of superintendent of the Wilkes-Barre Area School District, a role he passionately served until his retirement in 1993, making significant contributions to the educational landscape and earning the honor of having the Leo E. Solomon-Plains Elementary School named after him; and

WHEREAS, Leo Elias Solomon demonstrated exemplary dedication to community service, serving as president of the Children's Service Center of Wyoming Valley and president of the City Demonstration Agency (Model Cities) for three years, managing the GAR shelter during the Hurricane Agnes flood in 1972, participating in a telethon hosted by Bob Hope, and contributing to many boards and committees including the Red Cross, Wilkes-Barre City Drug and Alcohol Committee, Luzerne County Committee on Violence, United Way of Wyoming Valley, and Luzerne County Human Services Board; and

WHEREAS, Leo Elias Solomon received multiple awards throughout his lifetime, including an Honorary Doctorate from Luzerne County Community College, the American Red Cross award for service during the 1972 flood, the John Heinz Allied Services award for helping develop a handicapped sports program, and the Wilkes University George Ralston Lifetime Career Achievement Award; and

NOW, THEREFORE, BE IT RESOLVED that the Wilkes-Barre Area School District Board of Directors hereby honors and commemorates the life and legacy of Leo Elias Solomon for his outstanding contributions to education and community service, expressing profound gratitude for his dedication and lasting impact on our schools and community; and

BE IT FURTHER RESOLVED that a copy of this resolution be presented to the family of Leo Elias Solomon as a testament to the esteem in which the Wilkes-Barre Area School District and the entire community held him.

Joseph A. Caffrey