

# WILKES-BARRE AREA SCHOOL DISTRICT

## AGENDA



*Regular Board Meeting*

*August 28, 2023*



## 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 the previously approved 2023-2024 school calendar be amended to recognize Veteran's Day on November 10, 2023.

### WILKES BARRE AREA SCHOOL DISTRICT 2023-2024 SCHOOL CALENDAR

September 5, 2023 .....	Act 80/Professional Development/Staff Preparation Day
September 6, 2023 .....	Act 80/Professional Development/Staff Preparation Day
September 7, 2023.....	Student First Day –School Opens
October 9, 2023 .....	Columbus Day
November 10, 2023 .....	Veteran's Day
November 13-17, 2023 .....	American Education Week
November 23–27, 2023 .....	Thanksgiving Vacation
December 4–15, 2023 .....	Keystone State Exams Wave 1
December 25 - January 1, 2024 .....	Christmas Vacation
January 2, 2024 .....	School Re-Opens
January 15, 2024 .....	Martin Luther King Day
January 30, 2024 .....	Second Semester Begins
February 12, 2024 .....	Act 80/Professional Development
February 19, 2024 .....	Presidents Day
March 28 – April 1, 2024 .....	Easter Vacation
April 22 - May 10, 2024 .....	PSSA Testing
May 13 - 24, 2024 .....	Keystone Exams
May 27, 2024 .....	Memorial Day
June 7, 2024 .....	Last Student Day
June 7, 2024.....	Graduation
June 10, 2024.....	Act 80/Professional Development
June 11, 2024 .....	Clerical, Evaluation, Planning

\*All dates listed that school is not in session are potential make-up days.

2. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and Programs of Western Pennsylvania School for the Deaf for the 2023-2024 school year at cost of \$54,000.00. **"Exhibit A"**
3. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and Leader Services for the subscription renewal for IEP Writer beginning September 1, 2023 to August 31, 2024 at a cost of \$29,946.00. **"Exhibit B"**





CURRICULUM/ADMINISTRATION COMMITTEE

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Ned J. Evans, Chairperson

4. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and the Luzerne Intermediate Unit for English Language Development Instruction for the 2023-2024 school year at a rate of \$98.15 an hour. **"Exhibit C"**
5. That the 2023-2024 School Plans for Dodson Elementary School, GAR Middle School, Heights-Murray Elementary School, Solomon Plains Middle School and Wilkes-Barre Area High School, as required by the Pennsylvania Department of Education, be presented to the Board of Education for review and approval.
6. That approval to enter into an agreement between the Wilkes-Barre Area School District and the Pennsylvania School-Based ACCESS Program (SBAP) for the 2023-2024 school year. **"Exhibit D"**
7. That approval be given to enter into the 2023-2024 IDEA Agreement with the Luzerne Intermediate Unit No. 18 (LIU) whereby the furnishing of all certified personnel, facilities, materials and other services (in consultation with the Department) needed to perform the services described, and compliance with the terms and conditions of the Department's most current IDEA Application Guidelines set forth in Exhibit 1 will be the sole obligation of the district and will no longer be a responsibility of LIU. LIU has determined that the estimated IDEA allocation for the district is \$994,088.00. **"Exhibit E"**
8. That approval be given to enter into an agreement with the Wilkes-Barre Area School District and Northern Tier Industry & Education Consortium (NTIEC) to provide Career Education Programs for the 2023-2024 academic year at a rate of \$2.50 per high school student per year. **"Exhibit F"**
9. That approval be given to the Settlement Agreement and Release between the District and the parents/legal guardians of the student LJ.
10. That approval be given to enter into an agreement with the Wilkes-Barre Area School District and Wilkes University SHINE Program to implement a comprehensive 21st Century Community Learning Centers program that provides meaningful, academically based afterschool activities and extended learning opportunities for children in the district and their families at Height Murray Elementary School, Dr. Kistler Elementary School, and GAR Memorial Middle School beginning October 1, 2023 through September 30, 2024. **"Exhibit G"**

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Ned J. Evans, Chairperson





## Programs of Western Pennsylvania School for the Deaf

300 East Swissvale Avenue, Pittsburgh, PA 15218-1469

July 25, 2023

Wilkes Barre School District  
Attn: James Geiger  
730 South Main Street  
Wilkes-Barre, PA 18711-0376

Re: D. R. 1:1 PCA Services

Dear Mr. Geiger:

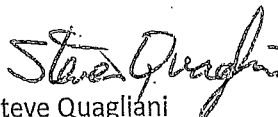
In accordance with the IEP for \_\_\_\_\_, the Western Pennsylvania School for the Deaf (WPSD) is providing 1:1 PCA services for the 2023/2024 school year.

WPSD has followed a long-standing PDE policy of billing for these services separate from the cost of basic education.

The cost for the 23/24 school year indicated above is \$54,000 and will be billed in nine (9) equal payments of \$6,000.00 beginning the end of September, 2023. Please sign and return one copy of this contract to WPSD. The other copy is for your records.

If you have any questions regarding billing, please contact Judy Barefoot at (412) 244-3113 or [jbarefoot@wpsd.org](mailto:jbarefoot@wpsd.org)

Very truly yours,

  
Steve Quagliani  
Chief Financial Officer

Wilkes Barre School District agrees to pay for 1:1 PCA services as indicated in the IEP of D. R.

Signature

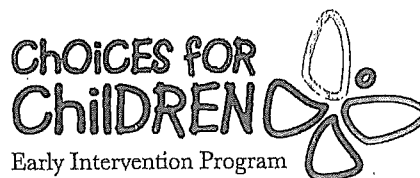
Date



THE SCRANTON SCHOOL  
for Deaf & Hard of Hearing Children



WESTERN PENNSYLVANIA  
SCHOOL FOR THE DEAF







## Renewal Notice

July 14, 2023

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

Your school's annual subscription to [www.iepwriter.com/pa](http://www.iepwriter.com/pa) will expire on August 31, 2023.

Wilkes-Barre ASD's renewal amount for the period of September 1, 2023 to August 31, 2024 is based on your school's count of active special education and gifted students as listed in the IEPWriter .com student database.

Student Type	Students	Application License	Renewal Cost
Special Ed & Gifted	1698	IEP Writer User License - School Age	\$24,227.00
Special Ed	1624	Children Count User License	\$4,754.00
Section 504	41	PA Section 504 Module	\$565.00
		SIS Bridge	\$400.00

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

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

Best regards,

Tisha Demshock

Sales Support/Marketing

Enclosure

*12*  
8-1-23



PO Box O, Hazleton, Pa 18201

Phone: (800) 360-8511

Fax: (570) 454-1310

**INVOICE**

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

Invoice Date: 07/19/2023  
Invoice Number: IEP9095-IN  
Customer Number: 03 - 0001131  
Customer P.O :  
Terms: Net 30

Item Code	Description	Quantity	Price	Amount
PAIBP	IEP Writer User License - School Age Annual Subscription Renewal September 1, 2023 To August 31, 2024	1	24,227.00	24,227.00
PACC	Children Count User License Annual Subscription Renewal September 1, 2023 To August 31, 2024	1	4,754.00	4,754.00
PA504	PA Section 504 Module Annual Subscription Renewal September 1, 2023 To August 31, 2024	1	565.00	565.00
SIS Bridge	SIS Bridge Annual Subscription Renewal September 1, 2023 To August 31, 2024	1	400.00	400.00

**Please Remit Payment To:**

Leader Services  
Accounting Dept  
PO Box 0  
Hazleton, Pa 18201

**Invoice Total****29,946.00**



# LUZERNE INTERMEDIATE UNIT

368 Tioga Avenue  
Kingston, Pennsylvania 18704-5117

**Dr. Anthony Grieco**  
Executive Director

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

Follow us on Twitter @LuzIU18  
<http://www.luz18.org>

**Elizabeth Krokos**  
Assistant to the Executive  
Director for Student Services

**John J. Gordon**  
Business Manager

**Ty Yost**  
Assistant to the Executive  
Director for District Services

**Ronald Musto**  
Personalized Academy of  
Learning

**Jennifer Runquist**  
Behavioral Health

**Joseph DeLuca**  
Administrative Services

## English Language Development Instruction Contract for Service Agreement

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

**School District:** Wilkes Barre Area School District

**School Buildings Included:**

**School Year:** 2023-2024

**Hourly Rate:** \$98.15

**Projected Instructional Hours per Day:** 6.5

### Signature Section:

Assistant to the Executive Director  
Luzerne Intermediate Unit

\_\_\_\_\_  
(Date)

ESL/ELD Coordinator  
Luzerne Intermediate Unit

\_\_\_\_\_  
(Date)

District Administrator

\_\_\_\_\_  
(Date)

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







**Pennsylvania School-Based ACCESS Program (SBAP)  
Local Education Agency Agreement to Participate  
FY 2023 – 2024**

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.

<b>Dates of Service: 7/1/23 to 6/30/24</b>	
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: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "B Costello", written over a horizontal line.

Printed Name: Dr. Brian J. Costello

Title: Superintendent Date: July 10, 2023

**RETURN COMPLETED FORM TO DHS VIA  
EMAIL to RA-PWSBAP@pa.gov**

Exhibit 2

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**LUZERNE INTERMEDIATE UNIT #18**

**AND**

**Wilkes-Barre Area School District**

**2023 - 24 IDEA ALLOCATION**

**BASED ON DECEMBER 1, 2022 IDEA CHILD COUNT**

<b>CHILD COUNT</b>	<b>1523</b>
<b>IDEA ALLOCATION</b>	<b>\$994,088</b>

**CFDA #: 84.0274**

**Grant Agreement: 064-24-0018**

**Federal Award #: H027A230093**

## INTERGOVERNMENTAL AGREEMENT

*This Intergovernmental Agreement* entered into this 1<sup>st</sup> day of **July 2023**, by and between the *Board of Education of Luzerne (LIU) Intermediate Unit #18*, hereinafter called ("LIU"), and the *Wilkes-Barre Area School District* hereinafter called ("district").

### BACKGROUND

LIU, on the first day of July 2023, entered into an Intergovernmental Agreement with the Department of Education of the Commonwealth of Pennsylvania, hereinafter called ("Department"). LIU agreed to furnish all certified personnel, facilities, materials and other services (in consultation with the Department) needed to perform the services described in the Department's most current IDEA Application Guidelines, which contract, riders and guidelines are set forth as Exhibit 1 of this Intergovernmental Agreement and are hereby incorporated by reference into this Intergovernmental Agreement.

The Department has authorized LIU to enter into an Intergovernmental Agreement with the district whereby the furnishing of all certified personnel, facilities, materials and other services (in consultation with the Department) needed to perform the services described, and compliance with the terms and conditions of the Department's most current IDEA Application Guidelines set forth in Exhibit 1 will be the sole obligation of the district and will no longer be a responsibility of LIU. LIU has determined that the estimated IDEA allocation for the district is **\$994,088** as set forth in Exhibit 2 which is hereby incorporated by reference into this. The said funds must be used to supplement the provision of special educational and related services for eligible school age children as set forth in Exhibit 1, page 11 which is hereby incorporated by reference into this contract.

### WITNESSETH

**CFDA #: 84.0274**

**Grant Agreement: 064-24-0018**

**Federal Award #: H027A230093**

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

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

**CFDA #: 84.0274**

**Grant Agreement: 064-24-0018**

**Federal Award #: H027A230093**

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

The district agrees to receive the following from the LIU18 consortium with their 2023-2024 IDEA funds:

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

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

The parties hereto, intending to be legally bound hereby, execute this Intergovernmental Agreement the 1<sup>st</sup> day of July, 2023.

LIU #18

Wilkes-Barre Area School District

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Dr. Anthony Grieco  
Executive Director

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Dr. Brian Costello  
Superintendent

**CFDA #: 84.0274**  
**Grant Agreement: 064-24-0018**  
**Federal Award #: H027A230093**

# NORTHERN TIER INDUSTRY & EDUCATION CONSORTIUM

## Service Agreement between Northern Tier Industry & Education Consortium (NTIEC) and Wilkes-Barre Area School District *for Academic Year – 2023/2024*

As a member district of the Northern Tier Industry & Education Consortium (NTIEC), we will provide services to Wilkes-Barre Area School District at the rates summarized below for academic year 2023/2024.

### Career Education Programs

- \$2.50 per district student per year – for grades 9<sup>th</sup>-12<sup>th</sup>

This one-time fee enables participation in all NTIEC career events and programs. Covered programs include career pathway presentations; healthcare externships – hospital, dental, veterinary; career lecture series; one-on-one conversations with a professional; worksite tours; and other career programs that may be offered during the academic year. Programs are subject to change year to year. NTIEC will reimburse all program-related school district transportation costs for member districts on a case-by-case basis.

These programs are provided by NTIEC as school-sponsored activities which are covered by school insurance, including transportation to and from the activities.

### Consent to Service Agreement

By signing this service agreement, the school district agrees to:

1. The NTIEC fee structure outlined in this agreement and to provide payment for services in accordance with this structure. Invoicing will be done three times per year (November, March and May).
2. Indemnify and hold harmless NTIEC, its employees, its board of directors and its partners in these programs from any and all losses, damages, claims and actions arising out of their sponsorship and participation in the listed activities except as such that may be due to negligent or unlawful acts.

\_\_\_\_\_  
**Dr. Brian Costello**  
Superintendent, Wilkes-Barre Area School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Shealynn Shave**  
Executive Director, NTIEC

\_\_\_\_\_  
Date

P.O. Box 505, Tunkhannock, PA 18657  
Phone (570) 278-5038 – Fax (570) 278-2731

[www.ntiec.com](http://www.ntiec.com)  
-13-







## School District Letter of Agreement

The School District Letter of Agreement is meant for use between a **school district or non-public/private school(s)** and only a **public/private entity (ex. CBO)**. Letters of Agreement must be signed by a person who has signatory authority for the respective organization.

### PA Nita M. Lowey 21<sup>st</sup> Century Community Learning Centers Roles and Responsibilities

Wilkes Barre Area School District

**Name of Participating School District or Non-public/private school**

**AND**

Wilkes University SHINE Program

**Name of Public/Private Entity**

The above parties are committed to implementing a comprehensive 21st Century Community Learning Centers program that provides meaningful, academically based afterschool activities and extended learning opportunities for children in the district and their families. This effort will draw on all available community resources, recognizing that many diverse groups and individuals have important contributions to make. The entities named herein recognize the necessity for continual collaboration among local partners for the development, implementation, and continuous program improvement of dynamic after school educational opportunities for youth and their families in the community/city of:

Wilkes Barre, PA

**Name of City/Community**

**School(s) Sites to be served:**

1. Heights Murray Elementary School	5.
2. GAR	6.
3. Kistler	7.
4.	8.

The above-named public/private entity pledges to collaborate with the above-named school district/schools to provide the following specific items/services:

**A. Duration of Agreement (entire term of grant):** October 1, 2023 - September 30, 2024

**B. Describe Contribution-must include access to data required for federal reporting (please note that partnerships are not to be monetary in nature) ex. Assistance for recruiting targeted students, classroom space, bussing, etc.**

The Wilkes Barre Area School District will identify students in grades 1-4 to be referred to the SHINE program which takes place at Heights Murray and is operated under Cohort 11. The District will supply classrooms and storage for the program that will take place at Heights. Additionally, the District will identify and refer students in grades 5-8 to attend the middle-school program at the Wilkes Barre Career and Technical Center and assist with transfer of the students to this site. The district will designate a point person to serve as a contact between the district and SHINE at each referring school. The District agrees to provide the services of personnel to assist with the referrals, student/family contact information, program coordination between specific buildings, and provide SHINE with the required collection of necessary data in a timely manner, to be used in the mandated program evaluation. The required data will include but not be limited to: attendance data, report cards, disciplinary reports, standardized tests, input from referring teachers, etc. The district may also be asked to send information about after school employment opportunities to district staff. In addition, the district will share in the cost of transporting the students home at the conclusion of the SHINE program.

**C. Explain how students' data will be collected and shared:**

SHINE will request data on participating students; course grades, school attendance, and standardized test scores from the school district. In addition, SHINE will request school day teachers to complete a survey reflecting on participating students; changes in behavior in their classroom. Each of these data points will be requested on an annual basis to complete grant required reporting. The data will only be accessed by SHINE staff and SHINE's external evaluator, Research for Action. All data transfers will take place via a Secure FTP website and will otherwise be stored on a secured, password protected server. Reports based on the data will be made either in the aggregate or as de-identified individual data, thus no individuals will be identifiable from those reports.

Print Name/ Title:	Signature:	Date:
Superintendent/Executive Director*: Dr. Brian J. Costello/Superintendent		7-24-2023
Principal(s) of the site location		
Grantee Signature:		

**BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE**

Rev. Shawn Walker, Chairperson

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

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

**A. ADMINISTRATIVE**

1. That approval be given to the Treasurer's Reports for June & July 2023. **"Exhibit H"**
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	Admin. Building	Capital Reserve	726-08-2023	1,512.00
A2.2	ELA Group Inc.	Admin. Building	Capital Reserve	1045462	7,635.57
A2.3	Keystone Sports Construction	Athletic Fields	Capital Projects	2445	2,050,997.37
A2.4	Keystone Sports Construction	Athletic Fields	Capital Projects	2473	745,549.06
A2.5	Breslin Ridyard Fadero Architects	GAR Re-Roof	Capital Reserve	725-08-2023	2,022.50
A2.6	Breslin Ridyard Fadero Architects	GAR Re-Roof	Capital Reserve	725-07-2023	1,747.50
A2.7	Detwiler Roofing, LLC	GAR Re-Roof	Capital Reserve	App 2	203,652.92
A2.8	Detwiler Roofing, LLC	GAR Re-Roof	Capital Reserve	App 3	127,620.00
A2.9	The Brewer-Garrett Company	GAR/Kistler ESCO	Federal	23051-02B	134,915.00
A2.10	The Brewer-Garrett Company	GAR/Kistler ESCO	Capital Reserve	23051-03A	652,181.00
A2.11	Green Valley	High School	Capital Projects	App 21	16,036.57
A2.12	Green Valley	High School	Capital Projects	App 22	15,000.00
A2.13	Scranton Sheet Metal, Inc	High School	Capital Projects	App 35	36,709.00
A2.14	Apollo Group, Inc.	High School	Capital Projects	App 62	136.22
A2.15	McClure Company	Solomon Plains ESCO	Federal/Capital Reserve	App 2	2,621,859.64
A2.16	Apollo Group, Inc.	Stadium Project	Capital Projects	App 18	8,266.35



**BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE**

3. That approval be given to retain Integra Realty Resources, 1515 Market St. Suite 800 Philadelphia, Pa. 19102 to provide real estate appraisal services for the inspection and appraisal of the real property located at 860, 880, and 884 Kidder St. Wilkes Barre, Pa. in furtherance of the District's real estate tax assessment appeal of the properties at a cost of \$15,000.00.
4. That approval be given to retain Integra Realty Resources, 1515 Market St. Suite 800 Philadelphia, Pa. 19102 to provide real estate appraisal services for the inspection and appraisal of the following real property in furtherance of the District's real estate tax assessment appeal of the properties. The District agrees to pay \$5,000.00. The remaining cost will be paid by Luzerne County and Wilkes-Barre Area Township.

<b>Docket</b>	<b>Address</b>	<b>Parcel ID No.</b>
19-13927	Mundy Street, Wilkes-Barre Twp.	69-H10S5-001-005-000
19-13926	Mundy Street, Wilkes-Barre Twp.	69-H10S5-001-016-000
19-13895	Mundy Street, Wilkes-Barre Twp.	69-H10S5-001-017-000
19-13883	Mundy Street, Wilkes-Barre Twp.	69-H10S5-001-018-000
19-13875	Mundy Street, Wilkes-Barre Twp.	69-H10S5-001-021-000



WILKES-BARE AREA SCHOOL DISTRICT  
CASH ACCOUNT BALANCES  
MONTH ENDING JUNE 30, 2023

GENERAL FUND

1	GENERAL FUND CHECKING - FNCB	\$	(1,958,155.66)
2	GENERAL FUND CASH CONCENTRATION - FNCB		14,705,978.81
3	FEDERAL PROGRAMS - FNCB		2,267,562.89
4	FEDERAL PROGRAMS CHAPTER 1 -FNCB		5,868.74
5	FNB BANK		475,638.62
6	FNB BANK		79,277.71
7	JANNEY MONTGOMERY SCOTT		1,807,482.28
8	PNC BANK		401,028.35
9	LPL FINANCIAL		837,820.04
10	EARNED INCOME TAX ACCOUNT-FNCB		-
11	COMMONWEALTH INVESTMENT #1		12,824.82
12	REAL ESTATE TAX ACCOUNT - FNCB		-
13	FIDELITY CD		484,743.33
14	PLGIT EIT		36,941,733.55
15	ATHLETIC FUND-FNB BANK		297,584.76
16	PAYROLL CHECKING-FNCB		2,028,493.57
17	PAYROLL CLEARING -FNCB		-
	TOTAL GENERAL FUND	\$	58,387,881.81

CAPITAL PROJECTS FUNDS

18	2016 CAPITAL PROJECTS CASH CONCENTRATION-FNCB	\$	(19,280.04)
19	PNC BANK INVESTMENT		271,311.77
20	2019 BOND ISSUE		5,413,887.78
21	PLGIT CASH RESERVE		23,699,821.02
22	FNCB 2019 CAPITAL PROJECTS		394,631.81
	TOTAL CAPITAL PROJECTS FUNDS	\$	29,760,372.34

FIDUCIARY FUNDS - TRUST AND AGENCY

TRUST FUNDS:			
23	WHOLE LIFE GROUP TRUST-CITIZENS BANK	\$	3,459.67
24	COMMONWEALTH INVESTMENTS WHOLE LIFE		368,471.17
25	FNB BANK WHOLE LIFE		765,090.94
AGENCY FUNDS:			
26	ELEMENTARY ACTIVITY FUND-FIDELITY BANK		142,786.80
27	SECONDARY ACTIVITY FUND-FIDELITY BANK		243,850.05
28	PACK SHACK - FIDELITY BANK		10,399.95
	TOTAL FIDUCIARY - TRUST AND AGENCY FUNDS	\$	1,534,058.58

PROPRIETARY FUND - FOOD SERVICE

29	FOOD SERVICE CHECKING ACCOUNT-FIDELITY Bank	\$	5,809,124.51
	TOTAL PROPRIETARY FUND - FOOD SERVICE	\$	5,809,124.51

DEBT SERVICE FUND

30	COMMONWEALTH INVESTMENTS DEBT SERVICE	\$	10,265.35
	TOTAL DEBT SERVICE FUND	\$	10,265.35

WILKES-BARE AREA SCHOOL DISTRICT  
CASH ACCOUNT BALANCES  
MONTH ENDING JULY 31, 2023

GENERAL FUND

1	GENERAL FUND CHECKING - FNCB	\$	(356,428.59)
2	GENERAL FUND CASH CONCENTRATION - FNCB		8,658,380.13
3	FEDERAL PROGRAMS - FNCB		1,338,598.11
4	FEDERAL PROGRAMS CHAPTER 1 -FNCB		5,868.74
5	FNB BANK		477,052.50
6	FNB BANK		79,513.37
7	JANNEY MONTGOMERY SCOTT		1,813,970.43
8	PNC BANK		401,925.93
9	LPL FINANCIAL		838,245.78
10	EARNED INCOME TAX ACCOUNT-FNCB		93,135.15
11	COMMONWEALTH INVESTMENT #1		12,880.30
12	REAL ESTATE TAX ACCOUNT - FNCB		-
13	FIDELITY CD		485,201.51
14	PLGIT EIT		37,107,027.43
15	ATHLETIC FUND-FNB BANK		297,749.86
16	PAYROLL CHECKING-FNCB		1,819,562.21
17	PAYROLL CLEARING -FNCB		-
	<b>TOTAL GENERAL FUND</b>	<b>\$</b>	<b>53,072,682.86</b>

CAPITAL PROJECTS FUNDS

18	2016 CAPITAL PROJECTS CASH CONCENTRATION-FNCB	\$	(19,280.04)
19	PNC BANK INVESTMENT		271,294.46
20	2019 BOND ISSUE		5,438,140.20
21	PLGIT CASH RESERVE		23,377,462.23
22	FNCB 2019 CAPITAL PROJECTS		394,953.31
	<b>TOTAL CAPITAL PROJECTS FUNDS</b>	<b>\$</b>	<b>29,462,570.16</b>

FIDUCIARY FUNDS - TRUST AND AGENCY

TRUST FUNDS:

23	WHOLE LIFE GROUP TRUST-CITIZENS BANK	\$	3,459.94
24	COMMONWEALTH INVESTMENTS WHOLE LIFE		370,065.22
25	FNB BANK WHOLE LIFE		767,365.25

AGENCY FUNDS:

26	ELEMENTARY ACTIVITY FUND-FIDELITY BANK		140,137.92
27	SECONDARY ACTIVITY FUND-FIDELITY BANK		240,540.31
28	PACK SHACK - FIDELITY BANK		10,410.99

<b>TOTAL FIDUCIARY - TRUST AND AGENCY FUNDS</b>	<b>\$</b>	<b>1,531,979.63</b>
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PROPRIETARY FUND - FOOD SERVICE

29	FOOD SERVICE CHECKING ACCOUNT-FIDELITY Bank	\$	5,708,313.07
	<b>TOTAL PROPRIETARY FUND - FOOD SERVICE</b>	<b>\$</b>	<b>5,708,313.07</b>

DEBT SERVICE FUND

30	COMMONWEALTH INVESTMENTS DEBT SERVICE	\$	10,309.76
	<b>TOTAL DEBT SERVICE FUND</b>	<b>\$</b>	<b>10,309.76</b>



**BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE**

**B. FEDERAL**

That in accordance with the authority of the Board, the following Federal Fund AP Checks #2941 to #2990; Federal Fund Wire Transfers #202200765 to #202300115 which were drawn for payment since the last regular Board meeting of the Board of Education held on June 27, 2023.



CHECK CHECK		PO INVOICE		INVOICE	INVOICE	AMOUNT
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	
2941	06/08/2023	AMAZON CAPITAL SERVI	22300513	05/19/2023	Title I Parent Engagement (Flood) Bingo event	249.09
	06/08/2023	AMAZON CAPITAL SERVI	22300185	11/17/2022	Title I (Dry Erase Lapboards 3-5)	899.80
	06/08/2023	AMAZON CAPITAL SERVI	22300189	11/17/2022	RAISE - Flood (Dolan Tutoring Supplies)	110.58
	06/08/2023	AMAZON CAPITAL SERVI	22300531	05/31/2023	Title I (High School) markers, rulers, highlighters	776.91
	06/08/2023	AMAZON CAPITAL SERVI	22300530	05/31/2023	RAISE (Kistler) wireless HDMI transmitter and receiver	155.19
	06/08/2023	AMAZON CAPITAL SERVI	22300527	06/03/2023	Title I Parent Engagement (Kistler) Parent Event games	199.99
	06/08/2023	AMAZON CAPITAL SERVI	22300533	06/05/2023	Title I Parent Engagement (Kistler) batteries	23.98
	06/08/2023	AMAZON CAPITAL SERVI	22300513	05/27/2023	Title I Parent Engagement (Flood) Bingo event	27.99
	06/08/2023	AMAZON CAPITAL SERVI	22300054	08/25/2022	Title I (Flood) materials for Reading	-48.99
	06/08/2023	AMAZON CAPITAL SERVI	22300054	08/25/2022	Title I (Flood) materials for Reading	-244.95
	06/08/2023	AMAZON CAPITAL SERVI	22300136	10/22/2022	PCCD ESSER (Antibacterial Equipment Wipes)	-142.44
	06/08/2023	AMAZON CAPITAL SERVI	22300136	10/22/2022	PCCD ESSER (Antibacterial Equipment Wipes)	-142.44
2942	06/08/2023	FASTSIGNS	22300402	02/27/2023	Title I (High School) Coro Signs for Students	6,549.76
2943	06/08/2023	GLEN SUMMIT SPRINGS	0	05/04/2023	70 Nirvana 1/2L + delivery	475.50
	06/08/2023	GLEN SUMMIT SPRINGS	0	05/23/2023	140 Nirvana 1/2L + delivery	947.45
	06/08/2023	GLEN SUMMIT SPRINGS	0	05/08/2023	70 Nirvana 1/2L, 5GAL+ delivery	474.95
	06/08/2023	GLEN SUMMIT SPRINGS	0	05/19/2023	140 Nirvana 1/2L + delivery	947.45
	06/08/2023	GLEN SUMMIT SPRINGS	0	05/23/2023	36 Nirvana 1/2L + delivery	210.00
2944	06/08/2023	LABATCH-CAVALARI, BR	0	05/25/2023	Reimburse Brenda Labatch-Cavalari for tutoring pizza party (Norm's Pizza)	86.40
2945	06/08/2023	PARCO SCIENTIFIC COM	22300153	11/04/2022	ESSER II (Science Lab Equipment)	161.60
	06/08/2023	PARCO SCIENTIFIC COM	22300153	02/08/2023	ESSER II (Science Lab Equipment)	6,731.20
	06/08/2023	PARCO SCIENTIFIC COM	22300153	03/20/2023	ESSER II (Science Lab Equipment)	27,072.00
2946	06/08/2023	RIVERSIDE TECHNOLOGI	22300345	03/07/2023	ESSER II (STEM Computer Lab)	51,850.00
2947	06/08/2023	SCHOOL DATEBOOKS INC	22300408	06/02/2023	RAISE (High School) 2023 Planners	3,209.88
	06/08/2023	SCHOOL DATEBOOKS INC	22300396	06/06/2023	RAISE (Heights) Elementary Planners	1,688.60
2948	06/08/2023	SIMULATION CURRICULU	21900354	09/19/2019	TLE Physical Geography, 12 student logins (Meyers HS)	148.00
2949	06/08/2023	VISTA HIGHER LEARNIN	22300512	05/13/2023	ESSER III (VHL Phonics for Primary ELD)	27,489.50
2950	06/08/2023	VWR SARGENT WELCH	22300156	05/15/2023	ESSER II (Science Lab Equipment)	856.32
	06/08/2023	VWR SARGENT WELCH	22300156	05/10/2023	ESSER II (Science Lab Equipment)	2,777.12
2951	06/08/2023	WATKINS, MELISSA	0	05/31/2023	Reimburse Melissa Watkins for May 2023 mileage	4.32

CHECK CHECK			FO INVOICE	INVOICE	INVOICE	
NUMBER DATE	VENDOR	NUMBER DATE	DESCRIPTION	NUMBER	AMOUNT	
			6.6mi*\$.655=\$4.32			
2952 06/08/2023	YOGA WITH CORINNE,LL	0 06/04/2023	WBAHS - 36 Yoga sessions @\$85	764	3,060.00	
2953 06/08/2023	ZANER-BLOSER	22300001 10/03/2022	Title I - Superkids Reading	10365035	2,400.00	
			Program Professional Development			
06/08/2023	ZANER-BLOSER	22300001 01/02/2023	Title I - Superkids Reading	#INVZB0460	5,440.00	
			Program Professional Development			
06/08/2023	ZANER-BLOSER	22300001 04/27/2023	Title I - Superkids Reading	#INVZB1263	1,200.00	
			Program Professional Development			
06/08/2023	ZANER-BLOSER	22300001 02/28/2023	Title I - Superkids Reading	#INVZB0876	70,320.00	
			Program Professional Development			
06/08/2023	ZANER-BLOSER	22300001 05/31/2023	Title I - Superkids Reading	#INVZB1555	9,120.00	
			Program Professional Development			
2954 06/15/2023	AMAZON CAPITAL SERVI	22300537 06/09/2023	ESSER III (Cricut machine - Komorek)	1WDJ-CTY6-	495.93	
06/15/2023	AMAZON CAPITAL SERVI	22300540 06/11/2023	ESSER III (Mic for Wolfpack Live)	1WDW-HHTQ-	399.00	
06/15/2023	AMAZON CAPITAL SERVI	22300534 06/11/2023	Title I - mouse and case	1CJK-HHCC-	72.68	
06/15/2023	AMAZON CAPITAL SERVI	22300535 06/09/2023	Title I (2023 Wolfpack Day) glow bracelets	1PNF-HH3V-	79.90	
2955 06/15/2023	DELTAMATH SOLUTIONS	22300382 06/08/2023	Title I (Virtual Professional Development)	13008	600.00	
06/15/2023	DELTAMATH SOLUTIONS	22300526 05/31/2023	RAISE (High School) District License 9-12 (2 years 2023-24 and 2024-25)	12969	9,000.00	
2956 06/15/2023	FORMATIVE	22300543 06/13/2023	ESSER III (Formative Gold Partnership - GAR)	2021-14547	7,631.64	
2957 06/15/2023	NORTHERN TIER INDUST	0 05/22/2023	Career Development/Training for Academic Year 2022/2023, final invoice	05222023	1,594.00	
2958 06/15/2023	SHI INTERNATIONAL CO	22300529 06/09/2023	Title I NonPub (HP ProBook Fortis 14) Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	B16965564	368.61	
2959 06/15/2023	SICKLE, KEVIN	0 06/06/2023	Title I parent engagement (Heights), Transition Ceremony on June 6, Norm's Pizza	26022	531.75	
2960 06/22/2023	HARTMAN JERK CENTER	0 04/28/2023	100 CHICKEN MEALS APRIL 28, 2023 ORDER ID RPVOCG55ERZBP	APRIL 28	1,000.00	
06/22/2023	HARTMAN JERK CENTER	0 04/28/2023	64 CHICKEN MEALS APRIL 28,2023 ORDER ID AKF9A0GVEKYSE	APRIL 28TH	640.00	
2961 06/29/2023	AMAZON CAPITAL SERVI	22300546 06/25/2023	A-TSI (Dodson) headsets	1FTN-6KXK-	394.95	
06/29/2023	AMAZON CAPITAL SERVI	22300547 06/25/2023	RAISE - Primary Headphones (Flood, Heights, Kistler, SPE)	13VD-J6HM-	3,128.00	
06/29/2023	AMAZON CAPITAL SERVI	22300550 06/25/2023	RAISE (CD Rom Drive)	1YWH-VMJP-	1,135.80	
06/29/2023	AMAZON CAPITAL SERVI	22300553 06/25/2023	RAISE (iPad items)	114J-R36H-	1,200.00	
06/29/2023	AMAZON CAPITAL SERVI	22300557 06/25/2023	Title I Parent Engagement (Kistler) Photo Background Decoration	1CCK-1MTR-	11.99	

CHECK CHECK		PO INVOICE		INVOICE	INVOICE	AMOUNT
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	
2961	06/29/2023	AMAZON CAPITAL SERVI	22300560	06/25/2023	Title I (Heights) dry erase markers/pocket folders	783.56
	06/29/2023	AMAZON CAPITAL SERVI	22300561	06/23/2023	Title I (High School) Laptop - McFarlane	537.49
2962	06/29/2023	ATHERTON, SANDY	0	05/31/2023	Reimburse Sandra Atherton for May 2023 M May 2023 mileage, 52.2mi@\$.655	34.19
	06/29/2023	ATHERTON, SANDY	0	06/30/2023	Reimburse Sandra Atherton for June 2023 June 2023 mileage, 10.1mi@\$.655	6.62
2963	06/29/2023	DISCOUNT SCHOOL SUPP	22300518	06/08/2023	RAISE (Kistler) Gavlick (student whiteboards, desktop chart)	97.74
2964	06/29/2023	MASTERY EDUCATION	22300315	02/28/2023	ARP ESSER Set Aside After School (Measuring Up Workbooks - Math & ELA)	3,813.54
	06/29/2023	MASTERY EDUCATION	22300315	03/06/2023	ARP ESSER Set Aside After School (Measuring Up Workbooks - Math & ELA)	695.92
	06/29/2023	MASTERY EDUCATION	22300315	03/01/2023	ARP ESSER Set Aside After School (Measuring Up Workbooks - Math & ELA)	724.33
2965	06/29/2023	MCCLURE COMPANY	0	06/20/2023	Project: Wilkes-Barre Area School District, Solomon-Plains ES/JH NTP, upgrades to HVAC, Boiler room, Gym, Lightning, Ceiling & Electrical	2,905,658.73
2966	06/29/2023	ROCHESTER 100 INC	22300536	06/12/2023	Title I (Heights) Communicator Folders	652.50
2967	06/29/2023	SCHOOL DATEBOOKS INC	22300394	06/16/2023	RAISE (Flood) Elementary Planners	1,274.34
2968	06/29/2023	STAPLES INC	22300532	06/10/2023	Title I (Admin) Supplies for Binders	181.03
	06/29/2023	STAPLES INC	22300532	06/10/2023	Title I (Admin) Supplies for Binders	298.32
2969	06/29/2023	WATKINS, MELISSA	0	06/30/2023	Reimburse Melissa Watkins for June 2023 mileage 8.7 mi@\$.655	5.70
2970	06/29/2023	WBASD CAFETERIA ACCO	0	05/31/2023	Kistler Multicultural Event - May 2023, hot dogs and water	157.58
2971	07/13/2023	EMS LINQ INC	0	07/15/2023	ADA compliance - annual scan	1,500.00
	07/13/2023	EMS LINQ INC	0	07/15/2023	CMS Hosting	4,103.00
2972	07/13/2023	ENCORE DATA PRODUCTS	22300544	06/22/2023	RAISE (headphones)	3,960.00
2973	07/13/2023	GLEN SUMMIT SPRINGS	0	07/15/2023	Kistler Elem - 70 Nirvana 1/2 L@6.75 + delivery	474.95
	07/13/2023	GLEN SUMMIT SPRINGS	0	04/26/2023	Kistler Elem - 70 Nirvana 1/2 L@6.75+delivery	474.95
	07/13/2023	GLEN SUMMIT SPRINGS	0	04/14/2023	Kistler Elem - 70 Nirvana 1/2 L@6.75+delivery	474.95
	07/13/2023	GLEN SUMMIT SPRINGS	0	03/31/2023	Kistler Elem - 70 Nirvana 1/2 L@6.75+delivery	474.95
2974	07/13/2023	GLOBAL INDUSTRIAL	22300555	06/22/2023	RAISE (Kistler Whiteboards)	1,035.74
2975	07/13/2023	LAKESHORE LEARNING M	22300496	05/05/2023	Title III NonPub (Photo Card Libraries)	1,130.50
2976	07/13/2023	ORIENTAL TRADING CO	22300556	06/23/2023	Title I Parent Engagement	20.21

CHECK CHECK		PO INVOICE		INVOICE	INVOICE	
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	AMOUNT
					(Kistler) 2023-24 PFE Events items	
2976	07/13/2023	ORIENTAL TRADING CO	22300556	06/23/2023	Title I Parent Engagement (Kistler) 2023-24 PFE Events items	444.28
2977	07/13/2023	PARCO SCIENTIFIC COM	22300153	06/27/2023	ESSER II (Science Lab Equipment)	960.00
2978	07/13/2023	REALLY GOOD STUFF LL	22300450	03/24/2023	RAISE (SPE) Hallinan Tutoring	16.49
2979	07/13/2023	SCHOOL DATEBOOKS INC	22300393	06/29/2023	RAISE (Flood) Primary Planners	409.03
2980	07/13/2023	SHI INTERNATIONAL CO	22300541	06/20/2023	ESSER III (Business Academy Laptops) Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	18,062.73
2981	07/13/2023	THE BREWER-GARRETT C	0	06/01/2023	Project Admin, Construction: Kistler (roof, boiler, natatorium, electric, etc.), GAR (HVAC, duct cleaning, exhaust fans, hot water plant, electric, etc)	1,367,089.00
2982	07/20/2023	ADVANCED ASSESSMENT	22300491	05/16/2023	ESSER II (LinkIt - Assessment System)	148,650.00
2983	07/20/2023	FRONTLINE TECHNOLOG	22300566	07/01/2023	ESSER III (Prof Learning Mgmt/Absence & Sub Mgmt)	29,030.89
2984	07/20/2023	LUZERNE INTERMEDIATE	0	06/30/2023	Transperfect Remote Interpreting - May 2023, 94@ \$1.70	159.80
	07/20/2023	LUZERNE INTERMEDIATE	0	06/30/2023	Transperfect Remote Interpreting - May 2023, 579@ \$1.70	984.30
	07/20/2023	LUZERNE INTERMEDIATE	0	06/30/2023	Transperfect Remote Interpreting - May 2023, 116@ \$1.70	197.20
2985	07/20/2023	POSITIVE PROMOTIONS	22300539	07/06/2023	Title I Parent Engagement (High School) sports bottle, lanyard, cell phone wallet	1,861.06
2986	07/20/2023	SCHOLASTIC CLASSROOM	22300545	07/11/2023	Title I (GAR MS) Jr Scholastic Renewal - Pasonick	252.15
2987	07/27/2023	OLIVE BRANCH BP, INC	0	05/19/2023	102 students registered at WELA (\$7500/student amortized montly), Monthly furniture rental (9 of 24)	83,017.80
	07/27/2023	OLIVE BRANCH BP, INC	0	06/28/2023	102 students registered at WELA (\$7500/student amorized monthly), Monthly furniture rental (10 of 24)	83,017.80
2988	07/27/2023	SHARPER EMBROIDERY &	0	06/22/2023	"Heights Elementary" - 150 Port & Co T-shirts @ \$6 each	900.00
2989	07/27/2023	STAPLES INC	22300554	06/24/2023	RAISE (Speakers)	1,499.50
2990	07/27/2023	WBASD CAFETERIA ACCO	0	05/31/2023	After school tutoring program Kistler - May 2023, End of Year Celebration	140.20
	07/27/2023	WBASD CAFETERIA ACCO	0	05/31/2023	After school tutoring program HS - May 2023, End of Year Celebration	120.00
	07/27/2023	WBASD CAFETERIA ACCO	0	05/31/2023	After school tutoring program	60.00

CHECK NUMBER	CHECK DATE	VENDOR	PO INVOICE NUMBER	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
2990	07/27/2023	WBASD CAFETERIA ACCO	0	05/31/2023	Heights - May 2023, End of Year Celebration	153	127.80
					After school tutoring program	152	
					Solomon - May 2023, End of Year Celebration		53.50
07/27/2023		WBASD CAFETERIA ACCO	0	05/31/2023	After school tutoring program	161	1,685.18
					GAR - May 2023, End of Year Celebration		
07/27/2023		WBASD CAFETERIA ACCO	0	05/31/2023	After school tutor program		
					May 2023, After school tutor snacks		
Totals for checks							4,920,678.56

## 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	4,920,678.56	4,920,678.56
***	Fund Summary Totals ***	0.00	0.00	4,920,678.56	4,920,678.56

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



CHECK CHECK	INVOICE	INVOICE	INVOICE	AMOUNT
NUMBER DATE VENDOR	DATE	DESCRIPTION	NUMBER	
202200765 06/01/2023 WBASD - GENERAL FUND	06/01/2023	Federal Operations Employer Costs Tax 6/2/2023	6/2/2023	5,214.47
202200766 06/01/2023 WILKES-BARRE AREA SC	06/01/2023	Federal Operations Gross PR 6/2/2023	6/2/2023	11,965.56
202200767 06/07/2023 WBASD - GENERAL FUND	06/07/2023	Federal Admin Employer Costs Wire Transfer 6-8-2023	411495	16,455.39
202200768 06/07/2023 WILKES-BARRE AREA SC	06/07/2023	Federal Admin Gross PR Wire Transfer 6-8-2023	411511	37,585.61
202200769 06/08/2023 WBASD - GENERAL FUND	06/08/2023	Federal Teachers Employer Costs Wire Transfer 6-9-2023	412908	99,742.50
202200770 06/08/2023 WILKES-BARRE AREA SC	06/08/2023	Federal Teachers Gross PR Wire Transfer 6-9-2023	412914	227,341.72
202200771 06/16/2023 WBASD - GENERAL FUND	06/15/2023	Federal Operations Employer Costs Tax 6-16-2023	425125	5,214.47
202200772 06/15/2023 WILKES-BARRE AREA SC	06/15/2023	Federal Operations Gross PR Tax 6-16-2023	425133	11,965.56
202200773 06/21/2023 WBASD - GENERAL FUND	06/21/2023	Federal Admin Employer Costs Tax 6-22-2023	435221	17,300.48
202200774 06/21/2023 WILKES-BARRE AREA SC	06/21/2023	Federal Admin Gross PR Tax 6-22-2023	435235	39,318.82
202200775 06/26/2023 WBASD - GENERAL FUND	06/26/2023	Federal Teachers Employer Costs 6-27-2023	6/26/2023	106,453.86
202200776 06/26/2023 WILKES-BARRE AREA SC	06/26/2023	Federal Teachers Gross PR 6-26-2023	6/26/2023	261,417.28
202200777 06/29/2023 WBASD - GENERAL FUND	06/29/2023	Federal Operations Employer Costs 6/30/2023	6/30/2023	5,214.03
202200778 06/29/2023 WILKES-BARRE AREA SC	06/29/2023	Federal Teachers Gross PR 6-30-2023	6/30/2023	11,964.56
202200779 06/13/2023 WBASD - GENERAL FUND	06/13/2023	Federal Interest April 2023, FNCB	6/13/2023	5,838.96
202200780 06/27/2023 WBASD - GENERAL FUND	06/27/2023	Federal Interest May 2023, FNCB	445551	6,664.83
202200781 06/28/2023 WBASD - GENERAL FUND	06/28/2023	Reimbursement from Federal Programs to General Fund for 2022-2023 health insurance	22-23 Heal	1,277,000.28
202300099 07/06/2023 WBASD - GENERAL FUND	07/06/2023	Federal 10 Mo Admin Employer Costs 7-6-2023	7-6-2023	1,428.56
202300100 07/06/2023 WILKES-BARRE AREA SC	07/06/2023	Fed 10 Mo Admin Gross PR 7-6-2023	7-6-2023	3,375.71
202300101 07/06/2023 WBASD - GENERAL FUND	07/06/2023	Fed 12 Mo Admin Employer Costs 7-6-2023	7/6/2023	8,974.52
202300102 07/06/2023 WILKES-BARRE AREA SC	07/06/2023	Fed 12 Mo Admin Gross PR 7-6-2023	7/6/2023	20,931.51
202300103 07/10/2023 WBASD - GENERAL FUND	07/10/2023	Fed Teachers Employer Costs 7-10-2023	7-9-2023	75,676.30
202300104 07/10/2023 WILKES-BARRE AREA SC	07/10/2023	Fed Teachers Gross PR 7-10-2023	7-9-2023	177,618.99
202300105 07/14/2023 WBASD - GENERAL FUND	07/14/2023	Fed Operations Employer Costs 7-14-2023	474155	5,063.69
202300106 07/14/2023 WILKES-BARRE AREA SC	07/14/2023	Fed Operations Gross PR 7-14-2023	474159	11,965.56
202300107 07/20/2023 WBASD - GENERAL FUND	07/20/2023	Fed Admin 10 Mo Employer Costs 7-20-2023	7-19-2023	1,428.56
202300108 07/20/2023 WILKES-BARRE AREA SC	07/20/2023	Fed Admin 10 Mo Gross PR 7-20-2023	7-19-2023	3,375.71
202300109 07/20/2023 WBASD - GENERAL FUND	07/20/2023	Fed Admin 12 Mo Employer	July 19, 2	8,974.52

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
				Costs 7-20-2023		
202300110	07/20/2023	WILKES-BARRE AREA SC	07/20/2023	Fed Admin 12 Mo Gross PR	July 19, 2	20,931.51
				7-20-2023		
202300111	07/25/2023	WBASD - GENERAL FUND	07/25/2023	Fed Teachers Employer Costs	492419	94,387.32
				7-25-2023		
202300112	07/25/2023	WILKES-BARRE AREA SC	07/25/2023	Fed Teachers Gross PR	492423	221,791.88
				7-25-2023		
202300113	07/28/2023	WBASD - GENERAL FUND	07/28/2023	Fed Operations Employer Costs	7-27-2023	5,063.69
				7-28-2023		
202300114	07/28/2023	WILKES-BARRE AREA SC	07/28/2023	Fed Operations Gross PR	496947	11,965.56
				7-28-2023		
202300115	07/13/2023	WBASD - GENERAL FUND	07/13/2023	Federal Interest June 2023, FNCB	474172	8,048.64
Totals for checks						2,827,660.61

## FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	GENERAL FUND	2,827,660.61	0.00	0.00	2,827,660.61
***	Fund Summary Totals ***	2,827,660.61	0.00	0.00	2,827,660.61

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



**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 #60940 to #61046 and General Fund Wire Transfers #202212132 to #202212150 and General Fund Wire Transfers #202312151 to #202312169 and Food Service Checks #3855 to #3865 which were drawn for payment since the last regular Board meeting of the Board of Education held on June 27, 2023 be approved.



CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
60940	06/28/2023	CHASE INK	06/10/2023	BILLING PERIOD 05/11/23 - 06/10/23	4246 3152	1,730.14
60941	06/28/2023	PURCHASE POWER	06/12/2023	MONTHLY BILLING JUNE 2023	8000-9090-	1,400.00
60942	06/28/2023	STA CENTRAL REGION	06/15/2023	TRANSPORTATION SERVICES JUNE 2023	27928104	171,640.21
60943	06/28/2023	WEX BANK	06/23/2023	0470-00-463246-9 MONTHLY BILLING JUNE 2023	90028117	2,238.55
60944	07/01/2023	BOYLE, ELIZABETH	07/01/2023	REIMBURSE MEDICAL INSURANCE PREMIUM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF JULY 2023	REIMBURSE	250.00
60945	07/01/2023	CENTINI, LORRAINE	07/01/2023	REIMBURSE MEDICAL INSURANCE PREMIUM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF JULY 2023	reimb med	272.00
60946	07/01/2023	COMMONWEALTH OF PENN	07/01/2023	MINE SUBSIDENCE PREMIUM 08/01/202-07/31/2024 WILKES BARRE AREA SCHOOL DISTRICT	4024659	176.75
60946	07/01/2023	COMMONWEALTH OF PENN	07/01/2023	MINE SUBSIDENCE INSURANCE PREMIUM ELMER L MYERS HIGH SCHOOL 08/01/2023-07/31/2024	4024660	176.75
60946	07/01/2023	COMMONWEALTH OF PENN	07/01/2023	MINE SUBSIDENCE INSURANCE PREMIUM GAR MEMEORIAL JUNIOR HIGH SCHOOL 08/01/2023-07/31/2024	4024661	176.75
60946	07/01/2023	COMMONWEALTH OF PENN	07/01/2023	MINE SUBSIDENCE INSURANCE PREMIUM EDWARD MACKIN ELEM SCHOOL 08/01/2023-07/31/2024	4024662	176.75
60946	07/01/2023	COMMONWEALTH OF PENN	07/01/2023	MINE SUBSIDENCE INSURANCE PREMIUM BOYD-DODSON ELEM SCHOOL 08/01/2023-07/31/2024	4024664	176.75
60946	07/01/2023	COMMONWEALTH OF PENN	07/01/2023	MINE SUBSIDENCE INSURANCE PREMIUM DR DAVID W KISTLER ELEM SCHOOL 08/01/2023-07/31/2024	4024665	176.75
60946	07/01/2023	COMMONWEALTH OF PENN	07/01/2023	MINE SUBSIDENCE INSURANCE PREMIUM DANIEL J FLOOD ELEM SCHOOL 08/01/2023-07/31/2024	4024667	176.75
60946	07/01/2023	COMMONWEALTH OF PENN	07/01/2023	MINE SUBSIDENCE INSURANCE PREMIUM WILKES BARRE AREA SCHOOL 08/01/2023-07/31/2024	4024668	176.75
60946	07/01/2023	COMMONWEALTH OF PENN	07/01/2023	MINE SUBSIDENCE INSURANCE PREMIUM MARTIN L MURRAY SCHOOL 08/01/2023-07/31/2024	4024673	176.75
60946	07/01/2023	COMMONWEALTH OF PENN				0.00
60947	07/01/2023	COSTELLO, BRIAN	07/01/2023	CONTRACTUAL EXPENSE ALLOWANCE FOR THE MONTH OF JUNE 2023	1	150.00
60948	07/01/2023	DAVIS, BARBARA	07/01/2023	REIMBURSE MEDICAL PREMIUM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF JULY 2023	REIMBURSE	309.00
60949	07/01/2023	DEMKO, DOLORES	07/01/2023	AS PER COLLECTIVE BARGAINING AGREEMENT REIMBURSE MEDICAL PREMIUM FOR THE MONTH OF JULY 2023	REIMB	309.00
60950	07/01/2023	GALLAGHER, MARGARET	07/01/2023	REIMBURSE MEDICAL INSURANCE	reimburse	309.00

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
				PREMIUM AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF JULY 2023		
60951	07/01/2023	KOTER, SHARON	07/01/2023	REIMBURSE EXP FOR MEDICAL INSURANCE AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF JULY 2023	reimb	309.00
60952	07/01/2023	LORENZOTTI, DIANE	07/01/2023	REIMBURSE MEDICAL INSURANCE PREM AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF JULY 2023	REIM	250.00
60953	07/01/2023	MCGROARTY, CATHERINE	07/01/2023	REIMBURSE MEDICAL INSURANCE PREMIUM AS PER COLLECTIVE BARGAINING AGREEMENT FOR JULY 2023	REIMBURSE	288.00
60954	07/01/2023	MULLERY, LINDA	07/01/2023	REIMBURSEMSE MEDICAL INSURANCE PREMIUM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF JULY 2023	REIMB	250.00
60955	07/01/2023	PESOTSKI, LINDA	07/01/2023	REIMBURSE MONTHLY MEDICAL PREMIUMS AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF JULY 2023	reimburse	337.00
60956	07/01/2023	RAYMOND WENDOLOSKI E	07/01/2023	BILLING FOR JULY 2023	MONTH	18,548.41
60957	07/01/2023	ROUGHSEGE, LOIS	07/01/2023	REIMBURSE MEDICAL INSURANCE PREMIUM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF JULY 2023	REIMB	234.00
60958	07/01/2023	SCHEIB, MARY	07/01/2023	REIMBURSE MEDICAL INS PREM AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF JULY 2023	SCHEIB	293.00
60959	07/01/2023	SIMONELLI, GIACOMO	07/01/2023	REIMBURSE MEDICAL INSURANCE AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF JULY 2023	REIMBURSE	309.00
60960	07/01/2023	SINCAVAGE, GEORGE	07/01/2023	WAREHOUSE SPACE RENTAL FOR THE MONTH OF JULY 2023	091817	2,485.00
60961	07/01/2023	SPAGNUOLO, ALYSON	07/01/2023	REIMBURSE MED INSURANCE PREM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF JULY 2023	reimburse	337.00
60962	07/01/2023	SUN LIFE ASSURANCE C	07/01/2023	BILLING FOR JULY 2023	MONTH	6,065.41
60963	07/01/2023	TELESZ, THOMAS	07/01/2023	REIMBURSE EXPENSES PER CONTRACT FOR THE MONTH OF JUNE 2023	MONTH	125.00
60964	07/01/2023	WALLACE, PATRICIA	07/01/2023	REIMBURSE MEDICAL PREMIUM AS PER AGREEMENT FOR THE MONTH OF JULY 2023	REIMBURSE	309.00
60965	07/01/2023	WILLIAMS, SHARON	07/01/2023	REIMBURSE MEDICAL INS PREM AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF JULY 2023	REIMBURSE	309.00
60966	07/01/2023	WITKO, REBA	07/01/2023	REIMBURSE MEDICAL AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF	REIMB	347.00



CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
				JULY 2023		
60967	07/01/2023	ZBIERSKI, SANDRA	07/01/2023	REIMBURSE MEDICAL INS PREM AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF JULY 2023	REIMBURSE	309.00
60968	07/13/2023	ASSURED PARTNERS OF	06/21/2023	WILKARE-01 POLLUTION LIABILITY	W32D752201	37,649.04
60969	07/13/2023	BARKLEY, DELICIA	05/31/2023	TRANSPORTATION UNDER ACT 372 MARCH 2023	MARCH2023	93.14
60969	07/13/2023	BARKLEY, DELICIA	05/31/2023	TRANSPORTATION UNDER ACT 372 APRIL 2023	APRIL2023	124.19
60969	07/13/2023	BARKLEY, DELICIA	05/31/2023	TRANSPORTATION UNDER ACT 372 MAY 2023	MAY2023	196.63
60970	07/13/2023	BONNER CHEVROLET CO	07/12/2023	2022 chevrolet 4500 dump truck	22705	92,768.90
60971	07/13/2023	CHILCOTT, JUNE	07/10/2023	REIMBURSE MEDICAL PREMIUMS AS PER COLLECTIVE BARGAINING UNIT FOR HOP AND HUMANA FOR JUNE 2023	MONTH	396.97
60972	07/13/2023	DE LAGE LANDEN FINAN	06/24/2023	MONTHLY BILLING FOR PERIOD 06/15/2023-07/14/2023	80186188	24,178.22
60973	07/13/2023	DIRECT ENERGY BUSINE	06/27/2023	408294 617325 42 ABBOTT ST R	SOL PL 408	91.76
60973	07/13/2023	DIRECT ENERGY BUSINE	06/12/2023	408294-7087 COUGHLIN HIGH SCHOOL BUILDING REMAINING BALANCE	408294-708	81.98
60973	07/13/2023	DIRECT ENERGY BUSINE	06/26/2023	408294-31376 COUGHLIN HIGH SCHOOL BUILDING REMAINING BALANCE	408294-313	139.23
60973	07/13/2023	DIRECT ENERGY BUSINE	07/03/2023	408294 617324 S SHERMAN ST	HEIGHTS 40	5.28
60973	07/13/2023	DIRECT ENERGY BUSINE	07/07/2023	408294 408369 JONES AND AIRY ST	DODSON 408	46.39
60973	07/13/2023	DIRECT ENERGY BUSINE	07/07/2023	408294 408372 OLD RIVER RD	KISTLER 40	464.42
60973	07/13/2023	DIRECT ENERGY BUSINE	07/07/2023	408294 408374 42 43 ABBOTT ST R	SOL PL4082	348.42
60973	07/13/2023	DIRECT ENERGY BUSINE	07/07/2023	408294 408368 S SHERMAN AND LEHIGH STS	G A R40829	331.14
60973	07/13/2023	DIRECT ENERGY BUSINE	07/07/2023	408294-948156 2021 WOLFPACK WAY	WBA HS	195.60
60974	07/13/2023	HEWLETT PACKARD FINA	07/10/2023	58618338 PO HPEFS-US101-10004419 JULY 2023 BILLING	304715305	233,672.08
60975	07/13/2023	PENNSYLVANIA POWER &	06/22/2023	78650-30036 134 MAFFET ST	NEW ADMIN	72.31
60975	07/13/2023	PENNSYLVANIA POWER &	06/06/2023	43369-21007 2021 WOLF PACK WAY STADIUM	43369-2100	797.86
60975	07/13/2023	PENNSYLVANIA POWER &	06/22/2023	06740 26003 730 S MAIN ST	ADM BLDG	848.66
60975	07/13/2023	PENNSYLVANIA POWER &	06/09/2023	93650 30001 SR 2002 MAIN ST	SOLOMON FL	25.03
60975	07/13/2023	PENNSYLVANIA POWER &	06/09/2023	95050 30007 42 43 ABBOTT ST BILLING	SOL PL COM	12,959.16
60975	07/13/2023	PENNSYLVANIA POWER &	06/08/2023	92840 30001 OLD RIVER RD BILLING	KISTLER EL	11,644.17
60975	07/13/2023	PENNSYLVANIA POWER &	06/06/2023	79250-30027 136 MAFFET ST SERVICE 2	NEW ADMIN	30.24
60975	07/13/2023	PENNSYLVANIA POWER &	06/12/2023	91175-47000 HILLARD AND CHAPEL ST	MACKIN AKA	4,223.53
60975	07/13/2023	PENNSYLVANIA POWER &	06/12/2023	11435 71001 MACKIN FIRE PUMP	MACKIN FIR	153.50
60975	07/13/2023	PENNSYLVANIA POWER &	06/12/2023	10000 65002 565 N WASHINGTON	DF AREA LT	40.01

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
				ST		
60975	07/13/2023	PENNSYLVANIA POWER &	06/16/2023	39900 27009 S SHERMAN ST	GAR	7,510.29
60975	07/13/2023	PENNSYLVANIA POWER &	06/16/2023	92900 27001 MOYALLEN ST AND ALMOND LN	GAR FIELD	25.03
60975	07/13/2023	PENNSYLVANIA POWER &	06/16/2023	59710 25005 JONES AIRY STS BILLING	DODSON ELE	799.96
60975	07/13/2023	PENNSYLVANIA POWER &	06/12/2023	44280 28008 N GRANT AND AMBER ST BILLING	HEIGHTS EL	7,581.22
60975	07/13/2023	PENNSYLVANIA POWER &	06/23/2023	51180 35005 HANOVER ST	DIST MEM S	50.30
60975	07/13/2023	PENNSYLVANIA POWER &	06/23/2023	48180 35008 40 CORLEAR ST	DIST STADI	24.91
60975	07/13/2023	PENNSYLVANIA POWER &	06/22/2023	10750 28000 565 N WASHINGTON ST	DF ELEM	4,552.67
60975	07/13/2023	PENNSYLVANIA POWER &	06/22/2023	58750 27003 CONCESSION STAND DF	CONCESSION	24.91
60975	07/13/2023	PENNSYLVANIA POWER &	06/22/2023	49484 00006 565 N WASHINGTON ST 3	DF MOD UNI	264.03
60975	07/13/2023	PENNSYLVANIA POWER &	06/23/2023	65180 32003 CAREY AVE HANOVER STS	MEYERS HS	1,269.36
60975	07/13/2023	PENNSYLVANIA POWER &	06/26/2023	02580 32012 GRANT ST FIELD	GRANT ST	13.34
60975	07/13/2023	PENNSYLVANIA POWER &	06/28/2023	60493-92016 WBA HS SERVICE 2	WBA HS SER	20,561.25
60975	07/13/2023	PENNSYLVANIA POWER &	07/06/2023	78850-30023 136 MAFFET ST	NEW ADMIN	29.82
60975	07/13/2023	PENNSYLVANIA POWER &				0.00
60976	07/13/2023	SERVICE ELECTRIC CAB	06/25/2023	1020970780 GAR MONTHLY BILLING	1020970780	55.95
60976	07/13/2023	SERVICE ELECTRIC CAB	07/01/2023	MEYERS EM/ALARM MONTHLY BILLING	1020970798	63.27
60976	07/13/2023	SERVICE ELECTRIC CAB	07/01/2023	WOLFPACK ACADEMY @ DODSON EM/ALARM	1020970806	82.48
60976	07/13/2023	SERVICE ELECTRIC CAB	07/01/2023	KISTLER ELEM EM/ALARMS	1020970848	82.48
60976	07/13/2023	SERVICE ELECTRIC CAB	07/01/2023	FLOOD EM/ALARM MONTHLY BILLING	1020970855	82.48
60976	07/13/2023	SERVICE ELECTRIC CAB	07/01/2023	DODSON @ MACKIN MONTH SERVICE BILLING	1020982017	82.48
60976	07/13/2023	SERVICE ELECTRIC CAB	07/01/2023	1021557479 HEIGHTS MURRAY EM/ALARM MONTHLY BILLING	1021557479	82.48
60976	07/13/2023	SERVICE ELECTRIC CAB	07/01/2023	ADM BLDG ALARM/EM PHONE	1021566975	197.82
60977	07/13/2023	UGI PENN NATURAL GAS	06/23/2023	411007245755 565 N WASHINGTON ST	DJ FLOOD	29.73
60977	07/13/2023	UGI PENN NATURAL GAS	06/23/2023	411003904777 80 JONES ST	DODSON ELE	30.73
60977	07/13/2023	UGI PENN NATURAL GAS	06/26/2023	411004279401 ABBOTT ST	SOL PL CMP	191.80
60977	07/13/2023	UGI PENN NATURAL GAS	06/30/2023	411005188437 HILLARD AND CHAPEL ST	MACKIN	73.11
60977	07/13/2023	UGI PENN NATURAL GAS	06/30/2023	411012875596 2021 WOLFPACK WAY - FIELD HOUSE	FIELD HOUS	277.46
60977	07/13/2023	UGI PENN NATURAL GAS	06/30/2023	411007783078 N GRANT AND AMBER LA	HEIGHTS	72.09
60977	07/13/2023	UGI PENN NATURAL GAS	06/30/2023	411007778904 OLD RIVER RD	KISTLER	31.47
60977	07/13/2023	UGI PENN NATURAL GAS	07/05/2023	411005674428 CAREY AVE	MHS	1,613.53
60977	07/13/2023	UGI PENN NATURAL GAS	07/05/2023	411005681225 OLD RIVER RD	KISTLER PA	4,326.68
60977	07/13/2023	UGI PENN NATURAL GAS	07/05/2023	411005619902 ABBOTT ST	SOL PL FS	1,333.16
60977	07/13/2023	UGI PENN NATURAL GAS	07/05/2023	411005623276 250 S GRANT ST	GAR	2,135.89
60977	07/13/2023	UGI PENN NATURAL GAS	07/05/2023	411005819692 80 JONES ST	DODSON	1,024.61
60977	07/13/2023	UGI PENN NATURAL GAS	07/05/2023	411005820179 730 S MAIN ST	ADM BLDG	542.33
60977	07/13/2023	UGI PENN NATURAL GAS	07/05/2023	411009906693 2021 WOLFPACK WAY	WBA HS	3,818.61
60977	07/13/2023	UGI PENN NATURAL GAS				0.00

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60978	07/13/2023	WASTE MANAGEMENT	06/19/2023	WILKES-BARRE ARE SCHOOL MONTHLY BILLING JULY 2023	3097036-08	10,241.01
60979	07/20/2023	CHASE INK	07/10/2023	BILLING PERIOD 06/11/23 - 07/10/23	4246 3152	450.00
60979	07/20/2023	CHASE INK	07/10/2023	BILLING 4246315264860576 06/11/23- 07/10/23	4246315264	132.14
60980	07/20/2023	COMCAST	07/06/2023	SERVICE PROVIDED JULY 2023	8993 11 45	263.07
60981	07/20/2023	MEMIC CASUALTY COMPA	07/17/2023	WORKMANS COMP INSURANCE ANNUAL RENEWAL 7/1/2023- 7/1/2024	6103800398	348,938.00
60982	07/20/2023	PENNSYLVANIA AMERICA	07/07/2023	1024-210035162985 730 S MAIN ST	ADM BLDG	111.73
60982	07/20/2023	PENNSYLVANIA AMERICA	07/12/2023	1024-20036048464 565 N WASHINGTON ST	D FLOOD EL	280.45
60982	07/20/2023	PENNSYLVANIA AMERICA	07/12/2023	1024-210035095115 JONES AND AIRY STS	DODSON ELE	225.34
60982	07/20/2023	PENNSYLVANIA AMERICA	07/12/2023	1024 210034963932 250 S GRANT ST	GAR	3,211.13
60982	07/20/2023	PENNSYLVANIA AMERICA	07/12/2023	1024 210034898397 S SHERMAN ST	HEIGHTS	1,875.16
60982	07/20/2023	PENNSYLVANIA AMERICA	07/12/2023	1024 210035372737 OLD RIVER RD	KISTLER	1,169.25
60982	07/20/2023	PENNSYLVANIA AMERICA	07/07/2023	1024-210034148849 OLD RIVER RD FS	KISTLER FS	54.78
60982	07/20/2023	PENNSYLVANIA AMERICA	07/07/2023	1024-210048754779 134 MAFFET ST	NEW ADMIN	18.50
60982	07/20/2023	PENNSYLVANIA AMERICA	07/07/2023	1024-210028522770 ABBOTT ST FS	SOL PL COM	124.47
60982	07/20/2023	PENNSYLVANIA AMERICA	07/07/2023	1024-22003418448 2021 WOLFPACK WAY PLAINS PA	WBA HS	1,489.86
60982	07/20/2023	PENNSYLVANIA AMERICA	07/07/2023	1024-210028445118 ABBOTT ST	SOL PL COM	1,368.18
60982	07/20/2023	PENNSYLVANIA AMERICA	07/12/2023	1024-220012203262 HILLARD AND CHAPEL STS	MACKIN	347.55
60983	07/20/2023	PENNSYLVANIA POWER &	07/10/2023	63318-64009 MAFFETT ST NS WBA HS	WBA HS MAF	14,448.26
60983	07/20/2023	PENNSYLVANIA POWER &	07/10/2023	29091-36010 WBA HS TRAFFIC SIGNAL	WBAHS TRAF	26.39
60984	07/20/2023	SERVICE ELECTRIC TEL	07/15/2023	86919 GAR FAX MONTHLY BILLING	86919	451.46
60985	07/20/2023	SINGER, PATRICIA	06/28/2023	MILEAGE FOR MONTHS JAN-JUNE 2023	MILEAGE	45.85
60986	07/20/2023	SKYWARD INC	05/01/2023	BILLABLE SYSTEM SUPPORT	0000225197	1,266.67
60987	07/20/2023	UGI PENN NATURAL GAS	07/14/2023	411013349328 136 MAFFET ST	NEW ADM BL	16.46
60988	07/20/2023	WASTE MANAGEMENT	07/03/2023	WILKES BAREE AREA SCHOOL - GMA JUNE 2023	3099358-08	3,077.81
60988	07/20/2023	WASTE MANAGEMENT	07/03/2023	WBASD LEO SOLOMON COMPLEX	3099182-08	2,490.25
60989	08/01/2023	BOYLE, ELIZABETH	07/24/2023	REIMBURSE MEDICAL INSURANCE PREMIUM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF AUG 2023	REIMBURSE	250.00
60990	08/01/2023	CENTINI, LORRAINE	07/24/2023	REIMBURSE MEDICAL INSURANCE PREMIUM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF AUG 2023	reimb med	272.00
60991	08/01/2023	COSTELLO, BRIAN	07/24/2023	CONTRACTUAL EXPENSE ALLOWANCE 1 FOR THE MONTH OF JULY 2023		150.00

CHECK CHECK			INVOICE		INVOICE	
NUMBER	DATE	VENDOR	DATE	DESCRIPTION	NUMBER	AMOUNT
60992	08/01/2023	DAVIS, BARBARA	07/24/2023	REIMBURSE MEDICAL PREMIUM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF AUG 2023	REIMBURSE	309.00
60993	08/01/2023	DEMKO, DOLORES	07/24/2023	AS PER COLLECTIVE BARGAINING AGREEMENT REIMBURSE MEDICAL PREMIUM FOR THE MONTH OF AUG 2023	REIMB	309.00
60994	08/01/2023	GALLAGHER, MARGARET	07/24/2023	REIMBURSE MEDICAL INSURANCE PREMIUM AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF AUG 2023	reimburse	309.00
60995	08/01/2023	KOTER, SHARON	07/24/2023	REIMBURSE EXP FOR MEDICAL INSURANCE AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF AUG 2023	reimb	309.00
60996	08/01/2023	LORENZOTTI, DIANE	07/24/2023	REIMBURSE MEDICAL INSURANCE PREM AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF AUG 2023	REIM	250.00
60997	08/01/2023	MCGROARTY, CATHERINE	07/24/2023	REIMBURSE MEDICAL INSURANCE PREMIUM AS PER COLLECTIVE BARGAINING AGREEMENT FOR AUG 2023	REIMBURSE	288.00
60998	08/01/2023	MULLERY, LINDA	07/24/2023	REIMBURSE MEDICAL INSURANCE PREMIUM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF AUG 2023	REIMB	250.00
60999	08/01/2023	PENNSYLVANIA POWER &	07/18/2023	92900 27001 MOYALLEN ST AND ALMOND LN	GAR FIELD	25.00
60999	08/01/2023	PENNSYLVANIA POWER &	07/19/2023	43369-21007 2021 WOLF PACK WAY STADIUM	43369-2100	635.41
60999	08/01/2023	PENNSYLVANIA POWER &	07/19/2023	06740 26003 730 S MAIN ST	ADM BLDG	911.13
60999	08/01/2023	PENNSYLVANIA POWER &	07/14/2023	10000 65002 565 N WASHINGTON ST	DF AREA LT	40.14
60999	08/01/2023	PENNSYLVANIA POWER &	07/18/2023	59710 25005 JONES AIRY STS BILLING	DODSON ELE	568.94
60999	08/01/2023	PENNSYLVANIA POWER &	07/18/2023	39900 27009 S SHERMAN ST	GAR	6,358.96
60999	08/01/2023	PENNSYLVANIA POWER &	07/14/2023	44280 28008 N GRANT AND AMBER ST BILLING	HEIGHTS EL	6,979.92
60999	08/01/2023	PENNSYLVANIA POWER &	07/14/2023	91175-47000 HILLARD AND CHAPEL ST	MACKIN AKA	4,022.38
60999	08/01/2023	PENNSYLVANIA POWER &	07/14/2023	11435 71001 MACKIN FIRE PUMP	MACKIN FIR	65.27
60999	08/01/2023	PENNSYLVANIA POWER &	07/10/2023	65180 32003 CAREY AVE HANOVER STS	MEYERS HS	10,665.38
60999	08/01/2023	PENNSYLVANIA POWER &	07/06/2023	79250-30027 136 MAFFET ST SERVICE 2	NEW ADMIN	29.47
60999	08/01/2023	PENNSYLVANIA POWER &	07/11/2023	95050 30007 42 43 ABBOTT ST BILLING	SOL PL COM	9,525.71
60999	08/01/2023	PENNSYLVANIA POWER &	07/11/2023	93650 30001 SR 2002 MAIN ST	SOLOMON FL	25.04
60999	08/01/2023	PENNSYLVANIA POWER &	07/05/2023	60493-92016 WBA HS SERVICE 2	WBA HS SER	11,653.61
60999	08/01/2023	PENNSYLVANIA POWER &				0.00
61000	08/01/2023	PENTELEDATA	07/10/2023	1368660 MONTHLY BILLING FOR JULY 2023	B4338954	10,824.62
61001	08/01/2023	PESOTSKI, LINDA	07/24/2023	REIMBURSE MONTHLY MEDICAL PREMIUMS AS PER COLLECTIVE	reimburse	337.00

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				BARGAINING AGREEMENT FOR THE MONTH OF AUG 2023		
61002	08/01/2023	PSBA INSURANCE TRUST	04/17/2023	TOTAL MEMBERSHIP DUES 2023-2024 ALL ACCESS PACKAGE	2324-SD-05	17,087.05
61003	08/01/2023	RAYMOND WENDOLOSKI E	07/24/2023	BILLING FOR AUG 2023	MONTH	18,548.41
61004	08/01/2023	ROUGHSEGE, LOIS	07/24/2023	REIMBURSE MEDICAL INSURANCE PREMIUM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF AUG 2023	REIMB	234.00
61005	08/01/2023	SCHEIB, MARY	07/24/2023	REIMBURSE MEDICAL INS PREM AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF AUG 2023	SCHEIB	293.00
61006	08/01/2023	SIMONELLI, GIACOMO	07/24/2023	REIMBURSE MEDICAL INSURANCE AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF AUG 2023	REIMBURSE	309.00
61007	08/01/2023	SPAGNUOLO, ALYSON	07/24/2023	REIMBURSE MED INSURANCE PREM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF AUG 2023	reimburse	337.00
61008	08/01/2023	SUN LIFE ASSURANCE C	07/24/2023	BILLING FOR AUG 2023	MONTH	6,074.01
61009	08/01/2023	TELESZ, THOMAS	07/24/2023	REIMBURSE EXPENSES PER CONTRACT FOR THE MONTH OF JULY 2023	MONTH	125.00
61010	08/01/2023	WALLACE, PATRICIA	07/24/2023	REIMBURSE MEDICAL PREMIUM AS PER AGREEMENT FOR THE MONTH OF AUG 2023	REIMBURSE	309.00
61011	08/01/2023	WASTE MANAGEMENT	07/18/2023	WILKES-BARRE AREA SCHOOL MONTHLY BILLING AUG 2023	3103230-08	10,241.01
61012	08/01/2023	WILLIAMS, SHARON	07/24/2023	REIMBURSE MEDICAL INS PREM AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF AUG 2023	REIMBURSE	309.00
61013	08/01/2023	WITKO, REBA	07/24/2023	REIMBURSE MEDICAL AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF AUG 2023	REIMB	347.00
61014	08/01/2023	ZBIERSKI, SANDRA	07/24/2023	REIMBURSE MEDICAL INS PREM AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF AUG 2023	REIMBURSE	309.00
61015	07/31/2023	H C NYE COMPANY INC	07/31/2023	H C NYE CO HIGH SCHOOL	#258311323	5,673.86
61016	08/03/2023	COURTNEY, STEPHEN	03/17/2023	DOCUMENTATION ON FILE IN THE OFFICE OF THE SECRETARY OF THE BOARD	03232022-	593.54
61017	08/03/2023	DE LAGE LANDEN FINAN	07/22/2023	MONTHLY BILLING FOR PERIOD 07/15/23-08/14/23	80437958	25,387.14
61018	08/03/2023	PURCHASE POWER	07/12/2023	MONTHLY BILLING JULY 2023	8000-9090-	2,707.37
61019	08/03/2023	UGI PENN NATURAL GAS	07/21/2023	411003904777 80 JONES ST	DODSON ELE	32.22
61019	08/03/2023	UGI PENN NATURAL GAS	07/21/2023	411007245755 565 N WASHINGTON ST	DJ FLOOD	31.55
61019	08/03/2023	UGI PENN NATURAL GAS	07/26/2023	411012875596 2021 WOLFPACK WAY - FIELD HOUSE	FIELD HOUS	51.98
61020	08/03/2023	WEX BANK	07/23/2023	0470-00-463246-9 CITGO FLEET SELECT MONTHLY BILLING JULY	90663238	71.14

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				2023		
61021	08/03/2023	WILKES-BARRE AREA CT	07/26/2023	BILLING FOR AUGUST 2023	MONTH	135,177.00
61022	08/07/2023	CITY OF W-B SEWER MA	07/25/2023	ACCT# 3000000670 13 HILLARD STREET, W-B 3rd QUARTER	MACKIN	95.40
61022	08/07/2023	CITY OF W-B SEWER MA	07/25/2023	ACCT#240229624 565 N. WASHINGTON STREET, W-B 3rd QUARTER	FLOOD	233.22
61022	08/07/2023	CITY OF W-B SEWER MA	07/25/2023	ACCT#240228099 730 S. MAIN STREET, W-B / 3rd QUARTER	ADM.BLDG	31.82
61022	08/07/2023	CITY OF W-B SEWER MA	07/25/2023	ACCT# 240228026 20 AIRY STREET, W-B 3rd QUARTER	DODSON	150.84
61022	08/07/2023	CITY OF W-B SEWER MA	07/25/2023	ACCT#240227720 270 S. GRANT STREET, W-B 3rd QUARTER	G.A.R.	451.62
61022	08/07/2023	CITY OF W-B SEWER MA	07/25/2023	ACCT# 240227604 1 S.SHERMAN STREET, W-B 3rd QUARTER	HEIGHTS-MU	570.74
61022	08/07/2023	CITY OF W-B SEWER MA	07/25/2023	ACCT#240228429 301 OLD RIVER RD, W-B 3rd QUARTER	KISTLER	721.06
61022	08/07/2023	CITY OF W-B SEWER MA	07/25/2023	ACCT#240228337 319 CAREY AVE., W-B 3rd QUARTER	MEYERS	25.00
61023	08/07/2023	PLAINS TOWNSHIP SEWE	07/25/2023	ACCT#240229514 W.CAREY STREET, PLAINS 3rd QUARTER	ALC	52.76
61023	08/07/2023	PLAINS TOWNSHIP SEWE	07/25/2023	ACCT#3000079315 CODY STREET, PLAINS 3rd QUARTER	FLD HOUSE	27.60
61023	08/07/2023	PLAINS TOWNSHIP SEWE	07/25/2023	ACCT#240297014 136 MAFFETT STREET, PLAINS 3rd QUARTER	NEW ADM	18.00
61023	08/07/2023	PLAINS TOWNSHIP SEWE	07/25/2023	ACCT# 240365746 41 ABBOTT STREET, PLAINS 3rd QUARTER	SOL-PL COM	868.08
61023	08/07/2023	PLAINS TOWNSHIP SEWE	07/25/2023	ACCT#3000116715 2021 WOLFFACK WAY, PLAINS 3rd QUARTER	WBA HS	653.88
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	1 S. Sherman St 3rd Qtr - Stormwater	240227604	886.88
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	1 S.Sherman St. 3rd Qtr - Sanitary	240227604	1,530.97
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	730 South Main St. - 3rd Qtr - Stormwater	2402280990	90.86
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	730 S. Main Street 3rd Quarter Sanitary	2402280990	84.08
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	20 Airy Street 3rd Qtr - Stormwater	240228026	285.07
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	20 Airy Street 3rd Qtr - Sanitary	240228026	426.10
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	565 N. Washington Street 3rd Qtr - Stormwater	240229624	52.28
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	565 N.Washington St 3rd Qtr - Sanitary	240229624	661.43
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	539 N.Washington St, 3rd Qtr - Stormwater	3000072110	230.79
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	521 N. Washington St - 3rd Qtr - Stormwater	3000072105	56.69
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	300 Adj. Wyoming Ave - 3rd Qtr - Stormwater	3000118210	326.54
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	58 S Grant St. - 3rd Qtr - Stormwater	3000072205	32.78
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	301 Old River Road 3rd Qtr - Stormwater	240228429	966.45

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61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	301 Old River Rd 3rd Qtr - Sanitary	240228429	1,918.23
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	270 S. Grant Street 3rd Qtr - Sanitary	240227720	1,224.08
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	270 S. Grant St Qtr -3rd Stormwater	240227720	667.25
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	S. Empire Street - 3rd Qtr - Stormwater	3000110855	372.77
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	Stanton Street - 3rd Qtr - Stormwater	3000079325	14.40
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	319 Carey Ave 3rd Qtr - Sanitary	240228337	55.00
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	319 Carey Avenue 3rd Qtr - Stormwater	240228337	1,133.15
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	41 Abbott St 3rd Qtr - Sanitary	240365746	1,557.14
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	41 Abbott Street 3rd Qtr - Stormwater	240365746	1,474.91
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	Cody St. 3rd Qtr - Sanitary	3000079315	55.00
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	Cody St - 3rd Qtr - Stormwater	3000079315	658.40
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	13 Hillard St. 3rd Qtr - Sanitary	3000000670	266.79
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	13 Hillard Street 3rd Qtr - Stormwater	3000000670	199.20
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	W. Carey Street 3rd Qtr - Sanitary	240229514	146.67
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	W. Carey Street 3rd Qtr - Stormwater	240229514	343.14
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	139 Adj Maffett St 3rd Qtr - Stormwater	3000017190	14.40
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	291 Adj Maffett St. 3rd Qtr - Stormwater	3000074285	14.40
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	136 Maffett St 3rd Qtr - Sanitary	240297014	110.00
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	136 Maffett St. 3rd Qtr - Stormwater	240297014	20.01
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	136 Adj. Maffett St. 3rd Qtr - Stormwater	3000092535	3.00
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	2021 Wolfpack Way 3rd Qtr - Stormwater	3000116715	3,967.11
61024	08/07/2023	WYOMING VALLEY SANIT	07/20/2023	2021 Wolfpack Way 3rd Qtr - Sanitary	3000116715	1,232.53
61024	08/07/2023	WYOMING VALLEY SANIT	07/24/2023	Maffett Street 3rd Qtr Stormwater	3000092530	97.02
61024	08/07/2023	WYOMING VALLEY SANIT				0.00
61024	08/07/2023	WYOMING VALLEY SANIT				0.00
61024	08/07/2023	WYOMING VALLEY SANIT				0.00
61025	08/10/2023	CHILCOTT, JUNE	08/08/2023	REIMBURSE MEDICAL PREMIUMS AS MONTH PER COLLECTIVE BARGAINING UNIT FOR HOP JULY 2023 & HUMANA JULY/AUG 2023		667.94
61026	08/10/2023	DEHEY MCANDREW	08/08/2023	eMPLOYER CONTRIBUTION TO 403B ACCOUNT	08072023	91,648.40
61027	08/10/2023	PENNSYLVANIA POWER &	07/25/2023	58750 27003 CONCESSION STAND CONCESSION		24.86

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				DF		
61027	08/10/2023	PENNSYLVANIA POWER &	07/25/2023	10750 28000 565 N WASHINGTON ST	DF ELEM	3,996.64
61027	08/10/2023	PENNSYLVANIA POWER &	07/25/2023	49484 00006 565 N WASHINGTON ST 3	DF MOD UNI	196.63
61027	08/10/2023	PENNSYLVANIA POWER &	07/25/2023	51180 35005 HANOVER ST	DIST MEM S	48.84
61027	08/10/2023	PENNSYLVANIA POWER &	07/25/2023	48180 35008 40 CORLEAR ST	DIST STADI	24.84
61027	08/10/2023	PENNSYLVANIA POWER &	07/28/2023	02580 32012 GRANT ST FIELD	GRANT ST	13.38
61027	08/10/2023	PENNSYLVANIA POWER &	08/04/2023	78650-30036 134 MAFFET ST	NEW ADMIN	62.79
61027	08/10/2023	PENNSYLVANIA POWER &	08/04/2023	78850-30023 136 MAFFET ST	NEW ADMIN	29.62
61027	08/10/2023	PENNSYLVANIA POWER &	07/25/2023	65180 32003 CAREY AVE HANOVER STS	MEYERS HS	541.27
61028	08/10/2023	SUNOCO SUN TRAC	07/31/2023	0496-00-122101-2 MONTHLY BILLING JULY 2023	90888286	493.07
61029	08/10/2023	UGI PENN NATURAL GAS	08/02/2023	411005820179 730 S MAIN ST	ADM BLDG	515.62
61029	08/10/2023	UGI PENN NATURAL GAS	08/02/2023	411005819692 80 JONES ST	DODSON	948.26
61029	08/10/2023	UGI PENN NATURAL GAS	08/02/2023	411005623276 250 S GRANT ST	GAR	1,950.94
61029	08/10/2023	UGI PENN NATURAL GAS	08/02/2023	411007783078 N GRANT AND AMBER LA	HEIGHTS	92.26
61029	08/10/2023	UGI PENN NATURAL GAS	08/01/2023	411007778904 OLD RIVER RD	KISTLER	28.78
61029	08/10/2023	UGI PENN NATURAL GAS	08/02/2023	411005681225 OLD RIVER RD	KISTLER PA	1,422.24
61029	08/10/2023	UGI PENN NATURAL GAS	08/02/2023	411005188437 HILLARD AND CHAPEL ST	MACKIN	207.70
61029	08/10/2023	UGI PENN NATURAL GAS	08/02/2023	411005674428 CAREY AVE	MHS	3,893.59
61029	08/10/2023	UGI PENN NATURAL GAS	08/02/2023	411005619902 ABBOTT ST	SOL PL FS	1,053.61
61029	08/10/2023	UGI PENN NATURAL GAS	08/02/2023	411009906693 2021 WOLFPACK WAY	WBA HS	3,242.88
61030	08/17/2023	CHASE INK	08/10/2023	BILLING PERIOD 07/11/23 - 08/10/23	4246 3152	1,430.14
61031	08/17/2023	COMCAST	08/06/2023	SERVICE PROVIDED AUG 2023	8993 11 45	264.44
61032	08/17/2023	DIRECT ENERGY BUSINE	08/08/2023	408294 408369 JONES AND AIRY ST	DODSON 408	44.12
61032	08/17/2023	DIRECT ENERGY BUSINE	08/08/2023	408294 408368 S SHERMAN AND LEHIGH STS	G A R40829	311.59
61032	08/17/2023	DIRECT ENERGY BUSINE	08/08/2023	408294 617324 S SHERMAN ST	HEIGHTS 40	103.70
61032	08/17/2023	DIRECT ENERGY BUSINE	08/08/2023	408294 408372 OLD RIVER RD	KISTLER 40	325.24
61032	08/17/2023	DIRECT ENERGY BUSINE	07/27/2023	408294 617325 42 ABBOTT ST R	SOL PL 408	15.07
61032	08/17/2023	DIRECT ENERGY BUSINE	08/08/2023	408294 408374 42 43 ABBOTT ST R	SOL PL4082	28.19
61032	08/17/2023	DIRECT ENERGY BUSINE	08/08/2023	408294-948156 2021 WOLFPACK WAY	WBA HS	122.36
61033	08/17/2023	HEWLETT PACKARD FINA	08/01/2023	58618338 PO HPEFS-US101-10004988 RENTAL CHARGE	304731488	227,770.31
61034	08/17/2023	ITC GLOBAL NETWORKS	08/01/2023	MONTHLY BILLING FOR JULY 2023	44476	14,696.90
61035	08/17/2023	NRG CONTROLS NORTH,	08/04/2023	QUARTERLY INVOICE FOR SERVICE AGREEMENT - 4TH QTR 08/01/2023-10/31/2023	SC-WBSD082	9,446.50
61036	08/17/2023	PENNSYLVANIA AMERICA	08/09/2023	1024-210035162985 730 S MAIN ST	ADM BLDG	93.36
61036	08/17/2023	PENNSYLVANIA AMERICA	08/14/2023	1024-20036048464 565 N WASHINGTON ST	D FLOOD EL	328.88
61036	08/17/2023	PENNSYLVANIA AMERICA	08/09/2023	1024-210035095115 JONES AND AIRY STS	DODSON ELE	131.82
61036	08/17/2023	PENNSYLVANIA AMERICA	08/09/2023	1024 210034898397 S SHERMAN ST	HEIGHTS	1,748.12



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61036	08/17/2023	PENNSYLVANIA AMERICA	08/09/2023	1024 210035372737 OLD RIVER RD	KISTLER	1,056.83
61036	08/17/2023	PENNSYLVANIA AMERICA	08/02/2023	1024-210034148849 OLD RIVER RD FS	KISTLER FS	54.78
61036	08/17/2023	PENNSYLVANIA AMERICA	08/09/2023	1024-220012203262 HILLARD AND CHAPEL STS	MACKIN	316.33
61036	08/17/2023	PENNSYLVANIA AMERICA	08/04/2023	1024-210048754779 134 MAFFET ST	NEW ADMIN	18.50
61036	08/17/2023	PENNSYLVANIA AMERICA	08/03/2023	1024-210028445118 ABBOTT ST	SOL PL COM	1,346.25
61036	08/17/2023	PENNSYLVANIA AMERICA	08/03/2023	1024-210028522770 ABBOTT ST FS	SOL PL COM	124.47
61036	08/17/2023	PENNSYLVANIA AMERICA	08/04/2023	1024-22003418448 2021 WOLFPACK WAY PLAINS PA	WBA HS	1,639.27
61037	08/17/2023	PENNSYLVANIA POWER &	07/25/2023	63318-64009 MAFFETT ST NS WBA HS	WBA HS MAF	19,780.74
61037	08/17/2023	PENNSYLVANIA POWER &	07/25/2023	29091-36010 WBA HS TRAFFIC SIGNAL	WBAHS TRAF	26.31
61038	08/17/2023	PITNEY BOWES	07/30/2023	LEASE INVOICE FOR MAY 30, 2023 - AUG 29, 2023	3317828300	840.00
61039	08/17/2023	SERVICE ELECTRIC CAB	08/01/2023	MEYERS EM/ALARM MONTHLY BILLING	1020970798	63.27
61039	08/17/2023	SERVICE ELECTRIC CAB	08/01/2023	WOLFPACK ACADEMY @ DODSON EM/ALARM	1020970806	82.48
61039	08/17/2023	SERVICE ELECTRIC CAB	08/01/2023	KISTLER ELEM EM/ALARMS	1020970848	82.48
61039	08/17/2023	SERVICE ELECTRIC CAB	08/01/2023	FLOOD EM/ALARM MONTHLY BILLING	1020970855	82.48
61039	08/17/2023	SERVICE ELECTRIC CAB	08/01/2023	DODSON @ MACKIN MONTH SERVICE BILLING	1020982017	82.48
61039	08/17/2023	SERVICE ELECTRIC CAB	08/01/2023	1021557479 HEIGHTS MURRAY EM/ALARM MONTHLY BILLING	1021557479	82.48
61039	08/17/2023	SERVICE ELECTRIC CAB	08/01/2023	ADM BLDG ALARM/EM PHONE	1021566975	197.82
61040	08/17/2023	WASTE MANAGEMENT	08/01/2023	WBASD LEO SOLOMON COMPLEX BILLING FOR JULY 2023	3105233-08	1,588.64
61040	08/17/2023	WASTE MANAGEMENT	08/01/2023	WILKES BARRE AREA SCHOOL - GMA BILLING JULY 2023	3105403-82	726.41
61041	08/21/2023	HANSON, FRANK	07/01/2023	Athletic Start-up money for the 2023-2024 School Term	2023-24 St	1,000.00
61042	08/23/2023	PENNSYLVANIA AMERICA	08/15/2023	1024 210034963932 250 S GRANT ST	GAR	5,090.31
61043	08/23/2023	PENNSYLVANIA POWER &	08/17/2023	43369-21007 2021 WOLF PACK WAY STADIUM	43369-2100	1,024.80
61043	08/23/2023	PENNSYLVANIA POWER &	08/11/2023	10000 65002 565 N WASHINGTON ST	DF AREA LT	40.80
61043	08/23/2023	PENNSYLVANIA POWER &	08/17/2023	59710 25005 JONES AIRY STS BILLING	DODSON ELE	768.69
61043	08/23/2023	PENNSYLVANIA POWER &	08/15/2023	39900 27009 S SHERMAN ST	GAR	8,272.25
61043	08/23/2023	PENNSYLVANIA POWER &	08/11/2023	92900 27001 MOYALLEN ST AND ALMOND LN	GAR FIELD	25.00
61043	08/23/2023	PENNSYLVANIA POWER &	08/11/2023	44280 28008 N GRANT AND AMBER ST BILLING	HEIGHTS EL	8,815.74
61043	08/23/2023	PENNSYLVANIA POWER &	08/08/2023	92840 30001 OLD RIVER RD BILLING	KISTLER EL	13,865.78
61043	08/23/2023	PENNSYLVANIA POWER &	08/11/2023	91175-47000 HILLARD AND CHAPEL ST	MACKIN AKA	4,958.75
61043	08/23/2023	PENNSYLVANIA POWER &	08/11/2023	11435 71001 MACKIN FIRE PUMP	MACKIN FIR	61.39
61043	08/23/2023	PENNSYLVANIA POWER &	08/04/2023	79250-30027 136 MAFFET ST	NEW ADMIN	29.47

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
				SERVICE 2		
61043	08/23/2023	PENNSYLVANIA POWER &	08/08/2023	95050 30007 42 43 ABBOTT ST	SOL PL COM	9,929.20
				BILLING		
61043	08/23/2023	PENNSYLVANIA POWER &	08/08/2023	93650 30001 SR 2002 MAIN ST	SOLOMON FL	25.00
61044	08/23/2023	SERVICE ELECTRIC CAB	08/01/2023	1020970780 GAR MONTHLY	1020970780	126.54
				BILLING		
61045	08/23/2023	SERVICE ELECTRIC TEL	08/15/2023	86919 GAR FAX MONTHLY	86919	451.46
				BILLING		
61046	08/23/2023	UGI PENN NATURAL GAS	08/14/2023	411013349328 136 MAFFET ST	NEW ADM BL	16.46
Totals for checks						1,849,289.19

CHECK NUMBER	CHECK VENDOR	CHECK DATE	INVOICE NUMBER	INVOICE DESCRIPTION	AMOUNT
202212132	FEDERAL TRUST	06/02/2023	941 PMT PR	941 Payment - F07-3 and F07-8 Operations PR 6/2/23	21,574.01
202212133	WILKES-BARRE AREA SC	06/01/2023	F07-3 Oper	F07-3 Operations payroll 6/2/23	85,073.45
202212134	FEDERAL TRUST	06/08/2023	941 Pmt Ad	941 Payment - F07-2 and F07-1 Adm. payrolls 6/8/23	81,712.92
202212135	WILKES-BARRE AREA SC	06/07/2023	F07-2 Adm.	F07-2 Adm. Payroll 6/8/23	292,980.71
202212136	FEDERAL TRUST	06/09/2023	941 Pmt 6/	941 payment - Teachers payrolls 6/9/23	414,844.52
202212137	WILKES-BARRE AREA SC	06/08/2023	F07-6 PR 6	F07- Teachers payroll 6/9/23	1,369,819.76
202212138	NEPA SCHOOL DISTRICT	06/12/2023	MAY2023	MAY 2023 PAYMENT	1,189,558.43
202212139	WILKES-BARRE AREA SC	06/15/2023	F07-3 6/1	F07-3 Operations payroll 6/16/23	85,060.21
202212140	FEDERAL TRUST	06/16/2023	941 pmt 6/	941 payment / F07-3 Operations payroll 6/16/23	21,695.33
202212141	FEDERAL TRUST	06/22/2023	941 PMT 6/	941 Payment - Adm. 6/22/23	86,322.95
202212142	WILKES-BARRE AREA SC	06/21/2023	F07-2 pr 6	F07-2 Adm. Payroll 6/22/23	310,070.06
202212143	FEDERAL TRUST	06/26/2023	941 pmt 6/	F07-6 and F07-7 Teachers Payroll 6/26/23	464,892.81
202212144	WILKES-BARRE AREA SC	06/26/2023	TEACHERS P	F07-6 Teachers payroll 6/26/23	1,495,960.80
202212145	WBASD - FEDERAL PROG	06/27/2023	Subsidy 6/	Federal Program Subsidy 6/21/23	855,319.14
202212146	WBASD CAFETERIA ACCO	06/28/2023	Subsidy 6/	Cafeteria Subsidy 6/8/23	604,293.19
202212147	NEPA SCHOOL DISTRICT	06/29/2023	June 2023	June 2023 payment	1,174,325.98
202212148	WBASD - FEDERAL PROG	06/29/2023	6/28	To cover various expenses	2,000,000.00
202212149	FEDERAL TRUST	06/30/2023	941 Pmt p	941 payment for Operations F07-3 and F07-8 payroll 6/30/23	19,474.09
202212150	WILKES-BARRE AREA SC	06/30/2023	F07-3 pr 6	F07-3 Operations payroll 6/30/23	73,192.49

Totals for checks 10,646,170.85

CHECK NUMBER	CHECK VENDOR	CHECK DATE	INVOICE NUMBER	INVOICE DESCRIPTION	AMOUNT
202312151	FEDERAL TRUST	07/06/2023	941 pmt Ad	941 payment for Admin. payrolls 7/6/23	64,618.77
202312152	WILKES-BARRE AREA SC	07/05/2023	Adm 10 mth	F07-2 10 Admin. payroll 7/6/23	22,501.31
202312153	WILKES-BARRE AREA SC	07/05/2023	Adm 12 mth	F07-2 12 mth Admin. payroll 7/6/23	187,509.72
202312154	FEDERAL TRUST	07/10/2023	941 pmt In	941 payment for F07-6 & F07-7 Instr. payrolls 7/10/23	355,784.95
202312155	WILKES-BARRE AREA SC	07/10/2023	F07-6 Inst	F07-6 Instr. payroll 7/10/23	1,179,425.09
202312156	WILMINGTON TRUST	07/12/2023	Debt serv.	Debt Service payment 119234-000	1,551,709.38
202312157	WILMINGTON TRUST	07/12/2023	Debt Serv.	Debt Service Payment - 119233-000	910,179.40
202312158	FEDERAL TRUST	07/14/2023	941 pmt 7-	941 payment F07-3 and F07-8 Operations payroll 7/14/23	17,100.12
202312159	WILKES-BARRE AREA SC	07/13/2023	Operations	F07-3 Operations payroll 7/14/23	54,441.69
202312160	WILKES-BARRE AREA SC	07/13/2023	Operations	Operations Payable 7/14/23	7,400.11
202312161	WILKES-BARRE AREA SC	07/19/2023	12 mth Adm	F07-2 12 mth Admin. Payroll 7/20/23	178,892.35
202312162	WILKES-BARRE AREA SC	07/19/2023	10 mth Adm	F07-2 10 mth Admin. Payroll 7/20/23	22,501.31
202312163	FEDERAL TRUST	07/19/2023	941 pmt Ad	941 payment F07-1 and F07-2 Admin. Payrolls 7/20/23	60,189.25
202312164	WILKES-BARRE AREA SC	07/24/2023	Instr. Pr	F07-6 Instr. Payroll 7/25/23	1,168,703.22
202312165	FEDERAL TRUST	07/24/2023	941 Pmt In	941 payment F07-6 and F07-7 Instr. payrolls 7/25/23	359,464.51
202312166	FEDERAL TRUST	07/28/2023	941 PMT 7/	941 Payment - F07-3 and F07-8 Operations payrolls	17,894.09
202312167	WILKES-BARRE AREA SC	07/27/2023	Operations	F07-3 Operations payroll 7/28/23	64,137.22
202312168	WILKES-BARRE AREA SC	07/27/2023	Operations	Operations Payable 7/28/23	326.25
202312169	WBASD - FEDERAL PROG	07/31/2023	Loan 7-31-	Loan to cover various expenses	1,500,000.00

Totals for checks 7,722,778.74

CHECK CHECK			PO INVOICE		INVOICE	INVOICE	AMOUNT
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	NUMBER	
3855	06/08/2023	BONNER CHEVROLET CO	1002301152	05/19/2023	BONNER CHEVY FOOD SERVICE	14460	1,083.95
3856	06/08/2023	FRONTLINE FOOD SERVI	0	05/20/2023	Solomon Elem - Cleveland steam kettle perforated strainer + shipping	10616	179.62
3857	06/08/2023	J. AMBROGI FOOD DIST	0	05/01/2023	Dodson - Fresh fruit/veg program (grant) pears, bananas, grapes, oranges	05972171	1,038.50
06/08/2023	J. AMBROGI FOOD DIST		0	05/10/2023	Dodson - Fresh fruit/veg program (grant) bananas, clementines	05977943	206.25
06/08/2023	J. AMBROGI FOOD DIST		0	05/17/2023	Dodson - Fresh fruit/veg program (grant) apples, oranges	05982101	374.75
06/08/2023	J. AMBROGI FOOD DIST		0	05/01/2023	Flood Elem - Fresh fruit/veg program (grant) pears, bananas, grapes, oranges	05972172	1,147.89
06/08/2023	J. AMBROGI FOOD DIST		0	05/08/2023	Flood Elem - Fresh fruit/veg program (grant) apples, bananas, clementines	05977944	306.12
06/08/2023	J. AMBROGI FOOD DIST		0	05/17/2023	Flood Elem - Fresh fruit/veg program (grant) apples, oranges	05982102	343.63
06/08/2023	J. AMBROGI FOOD DIST		0	05/01/2023	Heights Elem - Fresh fruit/veg program (grant) pears, bananas, grapes, oranges	05972170	1,870.54
06/08/2023	J. AMBROGI FOOD DIST		0	05/08/2023	Heights Elem - Fresh fruit/veg program (grant) apples, clementines	05977942	276.54
06/08/2023	J. AMBROGI FOOD DIST		0	05/10/2023	Heights Elem - Fresh fruit/veg program (grant) bananas	05977945	155.34
06/08/2023	J. AMBROGI FOOD DIST		0	05/17/2023	Heights Elem - Fresh fruit/veg program (grant) apples, oranges	05982103	529.55
06/08/2023	J. AMBROGI FOOD DIST		0	05/31/2023	Heights Elem - Fresh fruit/veg program (grant) pears, blueberries, fruit medley	05988203	2,776.26
06/08/2023	J. AMBROGI FOOD DIST		0	05/01/2023	Kistler Elem - Fresh fruit/veg program (grant) pears, bananas, grapes, apples	05972173	2,051.96
06/08/2023	J. AMBROGI FOOD DIST		0	05/10/2023	Kistler Elem - Fresh fruit/veg program (grant) bananas	05977946	181.23
06/08/2023	J. AMBROGI FOOD DIST		0	05/10/2023	Kistler Elem - Fresh fruit/veg program (grant) fruit medley, blueberries	05977947	2,042.46
06/08/2023	J. AMBROGI FOOD DIST		0	05/17/2023	Kistler Elem - Fresh fruit/veg program (grant) apples, bananas, blueberries, fruit medley	05982100	631.90
06/08/2023	J. AMBROGI FOOD DIST		0	05/01/2023	Solomon Elem - Fresh fruit/veg program (grant) pears, bananas, grapes,	05972174	1,531.86

CHECK CHECK			FO INVOICE		INVOICE	INVOICE	
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	NUMBER	AMOUNT
					oranges		
3857	06/08/2023	J. AMBROGI FOOD DIST	0	05/08/2023	Solomon Elem - Fresh	05977948	332.01
					fruit/veg program (grant)		
	06/08/2023	J. AMBROGI FOOD DIST	0	05/17/2023	Solomon Elem - Fresh	05982104	453.90
					fruit/veg program (grant)		
	06/08/2023	J. AMBROGI FOOD DIST	0	05/31/2023	Solomon Elem - Fresh	05987744	2,181.00
					fruit/veg program (grant)		
					pineapple		
3858	06/15/2023	WBASD - GENERAL FUND	0	05/31/2023	Food Service Fuel Purchases	05312023	482.08
					for May 2023, Sunoco		
3859	06/29/2023	FILIPPINI, RONALD	0	06/15/2023	Refund Lorenzo Filippini's	Refund Fil	117.90
					food service account balance,		
					no longer a student		
3860	06/29/2023	NUTRITION, INC	0	06/19/2023	May 2023 monthly billing	6/19/2023	506,474.45
3861	06/29/2023	PHIL'S SUNOCO SERVIC 1002301199	05/04/2023	PHIL'S SUNOCO FOOD SERVICE	5141		45.00
3862	06/29/2023	RICE'S FOOD EQUIPMEN 2002300632	06/15/2023	FOOD SERVICE SUPPLIES	75777		7,264.20
	06/29/2023	RICE'S FOOD EQUIPMEN 2002300727	06/22/2023	FOODSERVICE SUPPLIES	75797		1,181.27
					SMALLWARES		
3863	06/29/2023	SJ PULVER CO, INC/C& 2002300724	06/14/2023	FOODSERVICE TRUCK LIFT GATE	19656		950.00
					REPAIR		
3864	07/13/2023	WBASD - GENERAL FUND	0	06/30/2023	Food service	06302023	237.78
					reimbursement/Fuel purchases		
					June 2023		
3865	07/20/2023	NUTRITION, INC	0	07/17/2023	June 2023 monthly billing	7/17/2023	107,346.71
Totals for checks							643,794.65

## FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
50	CAFETERIA	0.00	117.90	643,676.75	643,794.65
***	Fund Summary Totals ***	0.00	117.90	643,676.75	643,794.65

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





**BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE**

**D. GENERAL FUND**

That checks #61047 to #61194 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	INVOICE	AMOUNT
NUMBER DATE VENDOR	DATE	DESCRIPTION	NUMBER	
61047 08/29/2023 AMAZON CAPITAL SERVI	06/28/2023	Manding supplies for Autistic Support	1KYD-K9YW-	-48.99
61047 08/29/2023 AMAZON CAPITAL SERVI	06/25/2023	2022-2023 P2G supplies	1JH9-J4HJ-	212.29
61047 08/29/2023 AMAZON CAPITAL SERVI	06/21/2023	Pull Down Screen for Field House.	1WX1-CDFT-	387.19
61047 08/29/2023 AMAZON CAPITAL SERVI	06/26/2023	GAR MS P2G SUPPLIES	1JQW-1X7T-	14.12
61047 08/29/2023 AMAZON CAPITAL SERVI	06/26/2023	WAREHOUSE CHALKBOARD ERASERS	19P7-K9W1-	63.78
61047 08/29/2023 AMAZON CAPITAL SERVI	06/27/2023	ADM BLDG SUPPLIES	1VQQ-DVG9-	67.28
61047 08/29/2023 AMAZON CAPITAL SERVI	06/29/2023	WBA HS OFFICE SUPPLIES	1K19-HKLM-	352.23
61047 08/29/2023 AMAZON CAPITAL SERVI	07/09/2023	ADM BLDG SUPPLIES	1RD3-FW34-	-19.96
61047 08/29/2023 AMAZON CAPITAL SERVI	07/23/2023	MADD DEPT SUPPLIES	1WCT-MKXF-	302.46
61047 08/29/2023 AMAZON CAPITAL SERVI	07/16/2023	BUSINESS OFFICE SUPPLIES	1171-F6LD-	198.73
61047 08/29/2023 AMAZON CAPITAL SERVI	07/16/2023	WBA HS SIGN HOLDERS/MIKE K	1Y91-NGXX-	300.72
61047 08/29/2023 AMAZON CAPITAL SERVI	07/16/2023	G A R MS CUSTODIAL SUPPLIES/MIKE K	147F-J1G9-	259.98
61047 08/29/2023 AMAZON CAPITAL SERVI	07/16/2023	SOLOMON PLAINS COMPLEX CUSTODIAL SUPPLIES/MIKE K	14QN-MYQR-	259.98
61047 08/29/2023 AMAZON CAPITAL SERVI	07/16/2023	DODSON@MACKIN . CUSTODIAL SUPPLIES/SUE P /MIKE K	1WDD-KMRN-	99.99
61047 08/29/2023 AMAZON CAPITAL SERVI	07/24/2023	OT 23/24 order	16VP-FTP9-	185.73
61047 08/29/2023 AMAZON CAPITAL SERVI	07/24/2023	TRANSPORTATION SUPPLIES	1QXD-GQ9X-	237.80
61047 08/29/2023 AMAZON CAPITAL SERVI	07/24/2023	SOL PL MS OFFICE FURNITURE	1HC6-FDK1-	170.85
61047 08/29/2023 AMAZON CAPITAL SERVI	07/28/2023	GAR MS HANDRAILS/MIKE K	1QXD-GQ9X-	109.99
61047 08/29/2023 AMAZON CAPITAL SERVI	07/30/2023	DODSON@MACKIN SUPPKIES	1DVP-KV3H-	107.98
61047 08/29/2023 AMAZON CAPITAL SERVI	08/04/2023	KISTLER NEW CLASSROOM FURNITURE Emotional Suport	1XTK-JM3P-	3,001.80
61047 08/29/2023 AMAZON CAPITAL SERVI	07/25/2023	CROSSING GUARD SUPPLIES	1H43-Q7L4-	-199.44
61047 08/29/2023 AMAZON CAPITAL SERVI	07/23/2023	CROSSING GUARD SUPPLIES	1PRN-4L7L-	1,528.46
61047 08/29/2023 AMAZON CAPITAL SERVI	07/23/2023	CROSSING GUARD SUPPLIES	1LKY-1NLV-	115.43
61047 08/29/2023 AMAZON CAPITAL SERVI	08/05/2023	Autistic Support 23/24 classroom order	1NML-13MQ-	129.70
61047 08/29/2023 AMAZON CAPITAL SERVI	08/08/2023	CYBER/CHILD ACCOUNTING OFFICE SUPPLIES/GABRIELE	1NHW-XHP7-	208.97
61047 08/29/2023 AMAZON CAPITAL SERVI	08/08/2023	DAN FLOOD OFFICE-- DESK CHAIR	1T1D-RL76-	72.85
61047 08/29/2023 AMAZON CAPITAL SERVI	08/08/2023	VPN Router to replace dead unit for the Warehouse	1ML1-KT7W-	119.98
61047 08/29/2023 AMAZON CAPITAL SERVI	08/11/2023	Autistic Support 23/24 classroom order	1NNT-DTXM-	-28.99
61047 08/29/2023 AMAZON CAPITAL SERVI	08/13/2023	Life Skills 23/24 classroom order	1JFW-WKDL-	284.82
61047 08/29/2023 AMAZON CAPITAL SERVI	08/12/2023	Learning Support 23/24 classroom order	16RP-N7XH-	264.23
61047 08/29/2023 AMAZON CAPITAL SERVI	08/12/2023	Speech therapy 23/24 order	1RX1-7FCW-	127.49
61047 08/29/2023 AMAZON CAPITAL SERVI	08/12/2023	23/24 Speech Therapy order	17KH-YXFY-	46.24
61047 08/29/2023 AMAZON CAPITAL SERVI	08/13/2023	Itinerant LS, AS and ES 23/24 classroom order	1FDQ-R9XM-	308.24
61047 08/29/2023 AMAZON CAPITAL SERVI	08/13/2023	Autistic Support 23/24 classroom order	147X-6DDF-	289.14
61047 08/29/2023 AMAZON CAPITAL SERVI	08/14/2023	Autistic Support 23/24 classroom order	14KT-JDPK-	308.19
61047 08/29/2023 AMAZON CAPITAL SERVI	08/14/2023	SPO INK	1N1F-CMRR-	33.94
61047 08/29/2023 AMAZON CAPITAL SERVI	08/14/2023	WBA HS LANYARDS	1ML3-KPCL-	569.60
61047 08/29/2023 AMAZON CAPITAL SERVI	08/14/2023	Wireless Dongles to put phones in the field house	1PGR-4V7V-	118.00
61047 08/29/2023 AMAZON CAPITAL SERVI	08/15/2023	Learning Support 23/24 classroom order	1X7G-YNJG-	-29.25

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
61047	08/29/2023	AMAZON CAPITAL SERVI	08/17/2023	Autistic Support 23/24 classroom order	11TN-DT3C-	294.14
61047	08/29/2023	AMAZON CAPITAL SERVI	08/17/2023	24 Pack D-Cell Batteries	1R7F-6JHJ-	29.10
61047	08/29/2023	AMAZON CAPITAL SERVI	08/19/2023	Special Ed - Autistic Support curriculum needs - Solomon Elementary - Maria W.	1VVX-Q3QC-	414.32
61047	08/29/2023	AMAZON CAPITAL SERVI	08/22/2023	Cabling for HS Field house. Please Order next day if available.	1P7M-34NR-	46.55
61047	08/29/2023	AMAZON CAPITAL SERVI	08/19/2023	Whiteboard wall paper for math class.	1WGN-NR7G-	39.99
61047	08/29/2023	AMAZON CAPITAL SERVI	08/20/2023	Need Television for Concession Stand at Field House.	1DJC-X9VM-	395.99
61047	08/29/2023	AMAZON CAPITAL SERVI				0.00
61047	08/29/2023	AMAZON CAPITAL SERVI				0.00
61047	08/29/2023	AMAZON CAPITAL SERVI				0.00
61048	08/29/2023	CONTINENTAL PRESS, I	08/08/2023	ALL SITES TEACHER PLAN/CLASS RECORD BOOKS STOCK REFPLENISHMENT	682436	7,701.12
61049	08/29/2023	GOPHER SPORT	07/24/2023	2023-24 PHYSICAL EDUCATION SUPPLIES	IN302884	2,192.96
61050	08/29/2023	HOME DEPOT CREDIT SE	08/09/2023	MAINTENANCE PART FOR TRAILER	4122905597	29.86
61051	08/29/2023	HOME DEPOT CREDIT SE	07/26/2023	TECHNOLOGY SUPPLIES---PROJECTOR PROJECT---KISTLER	4122000512	251.51
61052	08/29/2023	INTEGRA ONE	07/25/2023	Lightspeed Internet Filtering License Renewal (CIPA Compliant Software)	211541	42,700.00
61053	08/29/2023	JOHNSON CONTROLS FIR	07/14/2023	WILKES BARRE AREA SCHOOL DISTRICT CPQ 420058 PLANNED SERVICE AGREEMENT	23637487	14,640.57
61053	08/29/2023	JOHNSON CONTROLS FIR	07/14/2023	WILKES BARRE AREA SCHOOL DISTRICT CPQ 420058 PLANNED SERVICE AGREEMENT	23637489	4,311.21
61053	08/29/2023	JOHNSON CONTROLS FIR	07/14/2023	WILKES BARRE AREA SCHOOL DISTRICT CPQ 420058 PLANNED SERVICE AGREEMENT	23637488	7,550.00
61053	08/29/2023	JOHNSON CONTROLS FIR	07/14/2023	WBASD MONITORED NOT BILLED ACCOUNTS---FIRE SYSTEM	23637462	600.00
61053	08/29/2023	JOHNSON CONTROLS FIR	07/14/2023	WBASD MONITORED NOT BILLED ACCOUNTS---FIRE SYSTEM	23637461	600.00
61053	08/29/2023	JOHNSON CONTROLS FIR	07/14/2023	WBASD MONITORED NOT BILLED ACCOUNTS---FIRE SYSTEM	23637463	600.00
61053	08/29/2023	JOHNSON CONTROLS FIR	07/14/2023	WBASD MONITORED NOT BILLED ACCOUNTS---FIRE SYSTEM	23637460	600.00
61053	08/29/2023	JOHNSON CONTROLS FIR	07/14/2023	WBASD MONITORED NOT BILLED ACCOUNTS---FIRE SYSTEM	23637459	600.00
61053	08/29/2023	JOHNSON CONTROLS FIR				0.00
61054	08/29/2023	KURTZ BROTHERS	06/27/2023	GAR MS ART SUPPLIES SCHIEWITZ	32816.00	356.12
61054	08/29/2023	KURTZ BROTHERS	06/30/2023	WAREHOUSE CLASSROOM SUPPLIES	36807.00	973.62
61054	08/29/2023	KURTZ BROTHERS	07/31/2023	2023-24 HEIGHTS MURRAY CLASSROOM SUPPLIES	31198.00	7,522.25
61054	08/29/2023	KURTZ BROTHERS	07/31/2023	2023-24 DAN FLOOD CLASSROOM SUPPLIES	30799.00	7,001.25

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61054 08/29/2023 KURTZ BROTHERS	07/31/2023	2023-24 DODSON CLASSROOM SUPPLIES	31757.00	3,934.25
61054 08/29/2023 KURTZ BROTHERS	07/31/2023	WBA HS SUPPLIES	27270.00	7,210.00
61054 08/29/2023 KURTZ BROTHERS	07/31/2023	WAREHOUSE REPLENISHMENT SCHOOL SUPPLIES	27269	19,926.69
61054 08/29/2023 KURTZ BROTHERS	07/31/2023	2023-24 KISTLER ELEM CLASSROOM SUPPLIES	28927.00	8,203.53
61054 08/29/2023 KURTZ BROTHERS	07/31/2023	2023-24 CLASSROOM SUPPLIES SOLOMON PLAINS	30058.00	7,473.52
61055 08/29/2023 LAKESHORE LEARNING M	07/26/2023	Life Skills 23/24 classroom order	8993840726	232.67
61056 08/29/2023 LANCASTER-LEBANON IU	08/15/2023	Microsoft Annual License Subscription	EES0000658	43,118.10
61057 08/29/2023 MAGLOCLEN, INC	07/05/2023	SPO MEMBERSHIP RENEWAL	8448	400.00
61058 08/29/2023 NCS PEARSON, INC	07/28/2023	OT testing materials	22217939	316.41
61059 08/29/2023 ONE TEXT INC	07/28/2023	CARBONITE RENEWAL 2023-24	9004122617	2,811.20
61060 08/29/2023 PENNSYLVANIA PAPER &	06/20/2023	WAREHOUSE REPLENISHMENT -- PAPER SUPPLIES	S1525667.0	1,258.50
61060 08/29/2023 PENNSYLVANIA PAPER &	06/29/2023	WBA HS MAINT SUPPLIES	S1529798.0	104.67
61060 08/29/2023 PENNSYLVANIA PAPER &	07/06/2023	WAREHOUSE REPLENISHMENT -- PAPER SUPPLIES	S1525667.0	10,602.00
61060 08/29/2023 PENNSYLVANIA PAPER &	07/18/2023	WBA HS CUSTODIAL SUPPLIES	S1530662.0	1,600.30
61060 08/29/2023 PENNSYLVANIA PAPER &	07/17/2023	WAREHOUSE REPLENISHMENT -- PAPER SUPPLIES	S1525667.0	81.60
61060 08/29/2023 PENNSYLVANIA PAPER &	07/11/2023	WAREHOUSE REPLENISHMENT -- PAPER SUPPLIES	S1530716.0	-58.90
61060 08/29/2023 PENNSYLVANIA PAPER &	07/24/2023	WBA HS FIELDHOUSE CUSTODIAL SUPPLIES	S1530549.0	1,363.65
61060 08/29/2023 PENNSYLVANIA PAPER &	07/07/2023	WAREHOUSE REPLENISHMENT -- PAPER SUPPLIES	S1525667.0	2,028.80
61060 08/29/2023 PENNSYLVANIA PAPER &	07/05/2023	WAREHOUSE REPLENISHMENT -- PAPER SUPPLIES	SS1525667.	4,322.80
61060 08/29/2023 PENNSYLVANIA PAPER &	07/05/2023	WAREHOUSE REPLENISHMENT -- PAPER SUPPLIES	S1525667.0	9,506.00
61060 08/29/2023 PENNSYLVANIA PAPER &	07/05/2023	WAREHOUSE REPLENISHMENT -- PAPER SUPPLIES	S1525667.0	632.00
61060 08/29/2023 PENNSYLVANIA PAPER &	07/05/2023	WAREHOUSE REPLENISHMENT -- PAPER SUPPLIES	S1525667.0	6.80
61060 08/29/2023 PENNSYLVANIA PAPER &	07/05/2023	WAREHOUSE REPLENISHMENT -- PAPER SUPPLIES	S1525667.0	1,056.00
61060 08/29/2023 PENNSYLVANIA PAPER &	07/05/2023	WAREHOUSE REPLENISHMENT -- PAPER SUPPLIES	S1525667.0	381.20
61060 08/29/2023 PENNSYLVANIA PAPER &	08/01/2023	HEIGHTS MURRAY PAPER SUPPLIES	S1532709.0	1,120.92
61060 08/29/2023 PENNSYLVANIA PAPER &	08/10/2023	W E L A PAPER PRODUCTS	S1534033.0	996.00
61060 08/29/2023 PENNSYLVANIA PAPER &	08/17/2023	WAREHOUSE REPLENISHMENT -- PAPER SUPPLIES	S1525667.0	40.80
61060 08/29/2023 PENNSYLVANIA PAPER &	08/17/2023	DODSON@MACKIN PAPER SUPPLIES	S1534478.0	911.37
61060 08/29/2023 PENNSYLVANIA PAPER &				0.00
61061 08/29/2023 SCHOOL SPECIALTY LLC	06/22/2023	WBAHS CHRISTINA NORDMARK SUPPLIES REPLACEMENT PO 2002300743	2081324602	61.58
61061 08/29/2023 SCHOOL SPECIALTY LLC	06/12/2023	P2G GRANT GAR MS	2081322949	221.26
61062 08/29/2023 SIMPLEXGRINNELL	07/14/2023	FIRE PROTECTION PLANNED SERVICE AGREEMENT AT WILKES BARRE AREA HS	23637655	14,950.00
61063 08/29/2023 SKYWARD INC	07/31/2023	SKYWARD SMS PROJECT	0000226567	4,157.00

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61064	08/29/2023	SPEECH CORNER	07/26/2023	Speech Therapy 23/24 order	24246	182.92
61065	08/29/2023	STAPLES INC	07/22/2023	MADD SUPPLIES	3543061506	392.83
61065	08/29/2023	STAPLES INC	07/22/2023	MADD SUPPLIES	3543061507	71.97
61066	08/29/2023	SUPER DUPER PUBLICAT	07/28/2023	23/24 Speech Therapy order	2840026A	335.10
61067	08/29/2023	ULINE SHIPPING SUPPL	07/13/2023	DAN FLOOD CONFERENCE	165909630	554.88
				TABLE/MIKE K		
61068	08/29/2023	WIESER EDUCATIONAL	07/28/2023	Life Skills 23/24 classroom order	99273	77.97
61069	08/29/2023	WITMER PUBLIC SAFETY	07/17/2023	SPO AMMUNITION SUPPLIES	INV290957	1,877.31
61070	08/29/2023	WPS PUBLISHING LLC	08/03/2023	OT assessment needs	WPS-463809	635.80
61071	08/29/2023	ABC SUPPLY CO	06/02/2023	ABC SUPPLY SOLOMON	48897826	53.88
61072	08/29/2023	AIRGAS USA, LLC	02/27/2023	AIRGAS HIGH SCHOOL 9135380028	9135380028	649.77
61072	08/29/2023	AIRGAS USA, LLC	06/09/2023	AIRGAS HIGH SCHOOL 9138936644	9138936644	663.27
61072	08/29/2023	AIRGAS USA, LLC	05/17/2023	AIRGAS HIGH SCHOOL 9138245878	9138245878	628.12
61072	08/29/2023	AIRGAS USA, LLC	05/01/2023	AIRGAS HIGH SCHOOL 9137546280	9137546280	626.83
61072	08/29/2023	AIRGAS USA, LLC	04/05/2023	AIRGAS HIGH SCHOOL 9136821081	9136821081	538.09
61072	08/29/2023	AIRGAS USA, LLC	03/15/2023	AIRGAS HIGH SCHOOL 9135965827	9135965827	643.52
61072	08/29/2023	AIRGAS USA, LLC	08/12/2023	AIRGAS HIGH SCHOOL 9140054173	9140054173	668.49
61073	08/29/2023	AMAZON CAPITAL SERVI	06/21/2023	WAREHOUSE SUPPLIES	1N6H-GWPT-	149.90
61074	08/29/2023	BASSLER EQUIPMENT CO	06/28/2023	BASSLER EQUIPMENT HIGH SCHOOL 2377	2377	286.98
61074	08/29/2023	BASSLER EQUIPMENT CO	07/13/2023	BASSLER EQUIPMENT HIGH SCHOOL	2609	247.03
61074	08/29/2023	BASSLER EQUIPMENT CO	08/09/2023	BASSLER EQUIPMENT GAR	3129	36.50
61075	08/29/2023	BEACH LAKE SPRINKLER	06/19/2023	BEACH LAKE SPRINKLER HIGH SCHOOL	1052-F1947	380.00
61075	08/29/2023	BEACH LAKE SPRINKLER	07/05/2023	BEACH LAKE SPRINKLER MACKIN	1052-F1975	1,113.00
61076	08/29/2023	BENELL, INC.	07/18/2023	BENELL INC HIGH SCHOOL	TM-119-01	2,600.00
61077	08/29/2023	BIG TOP RENTALS	05/18/2023	BIG TOP RENTALS KISTLER	20690-2	650.00
61078	08/29/2023	BIO-HAZ SOLUTIONS, I	06/22/2023	BIO-HAZARD DISTRICT	566686	135.00
61079	08/29/2023	BUILDERS SUPPLY COMP	07/21/2023	BUILDERS SUPPLY GAR	155871	138.00
61080	08/29/2023	CINTAS FIRE PROTECTI	06/14/2023	CINTAS DODSON	0F50695469	99.94
61080	08/29/2023	CINTAS FIRE PROTECTI	07/06/2023	CINTAS HIGH SCHOOL OF50696100	0F50696100	483.94
61081	08/29/2023	CINTAS FIRE PROTECTI	06/14/2023	CINTAS ADM	0F50965505	226.59
61081	08/29/2023	CINTAS FIRE PROTECTI	06/15/2023	CINTAS KISTLER	0F50693467	439.80
61081	08/29/2023	CINTAS FIRE PROTECTI	06/14/2023	CINTAS HEIGHTS	0F50695506	477.37
61081	08/29/2023	CINTAS FIRE PROTECTI	06/14/2023	CINTAS SOLOMON	0F50695467	1,435.56
61081	08/29/2023	CINTAS FIRE PROTECTI	06/15/2023	CINTAS GAR	0F50692704	1,232.75
61081	08/29/2023	CINTAS FIRE PROTECTI	06/20/2023	CINTAS FLOOD	0F50695622	158.44
61081	08/29/2023	CINTAS FIRE PROTECTI	06/21/2023	CINTAS HIGH SCHOOL	0F50695750	2,892.65
61082	08/29/2023	COOPER ELECTRIC	06/15/2023	COOPER ELECTRIC HIGH SCHOOL S052190467	S052190467	60.58
61082	08/29/2023	COOPER ELECTRIC	06/15/2023	COOPER ELECTRIC DISTRICT S052191634	S05219634.	43.34
61082	08/29/2023	COOPER ELECTRIC	06/09/2023	COOPER ELECTRIC HIGH SCHOOL S052138812	S052138812	107.29
61082	08/29/2023	COOPER ELECTRIC	06/23/2023	COOPER ELECTRIC KISTLER S052122014	S052192014	434.13
61082	08/29/2023	COOPER ELECTRIC	06/28/2023	COOPER ELECTRIC KISTLER S052122014	S050483047	-299.00
61082	08/29/2023	COOPER ELECTRIC	06/29/2023	COOPER ELECTRIC GAR S052316324	S05231324.	162.48
61082	08/29/2023	COOPER ELECTRIC	06/28/2023	COOPER ELECTRIC GAR S052304408	S052304408	144.17
61082	08/29/2023	COOPER ELECTRIC	06/21/2023	COOPER ELECTRIC KISTLER S052241469	S052241469	148.63
61082	08/29/2023	COOPER ELECTRIC	06/23/2023	COOPER ELECTRIC KISTLER	S052264326	188.93

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61082 08/29/2023 COOPER ELECTRIC	06/26/2023	COOPER ELECTRIC KISTLER S052264326	S052284218	69.64
61082 08/29/2023 COOPER ELECTRIC	07/11/2023	COOPER ELECTRIC FIELD HOUSE S052284218	S052398253	180.11
61082 08/29/2023 COOPER ELECTRIC	07/07/2023	COOPER ELECTRIC KISTLER S052398253	S052373493	104.34
61082 08/29/2023 COOPER ELECTRIC	07/05/2023	COOPER ELECTRIC DISTRICT S052373493	S051744613	209.47
61082 08/29/2023 COOPER ELECTRIC	07/03/2023	COOPER ELECTRIC ADM S051744613	S052304277	598.00
61082 08/29/2023 COOPER ELECTRIC	07/13/2023	COOPER ELECTRIC KISTLER S052304277	S052429808	64.83
61082 08/29/2023 COOPER ELECTRIC	07/14/2023	COOPER ELECTRIC GAR S052429808	S052437226	141.09
61082 08/29/2023 COOPER ELECTRIC	07/20/2023	COOPER ELECTRIC KISTLER S052437226	S052492109	29.42
61082 08/29/2023 COOPER ELECTRIC	07/19/2023	COOPER ELECTRIC ADM S052492109	S052476669	513.72
61082 08/29/2023 COOPER ELECTRIC	07/13/2023	COOPER ELECTRIC ADM S052476669	S052429676	408.00
61082 08/29/2023 COOPER ELECTRIC	07/12/2023	COOPER ELECTRIC GAR S052429676	S052417290	327.77
61082 08/29/2023 COOPER ELECTRIC	08/01/2023	COOPER ELECTRIC DISTRICT S052417290	S052556315	279.00
61082 08/29/2023 COOPER ELECTRIC	08/07/2023	COOPER ELECTRIC KISTLER S052556315	S052644637	266.62
61082 08/29/2023 COOPER ELECTRIC	07/26/2023	COOPER ELECTRIC GAR S052644637	S05254941.	73.52
61082 08/29/2023 COOPER ELECTRIC	07/26/2023	COOPER ELECTRIC GAR S05254941	S052545941	7.27
61082 08/29/2023 COOPER ELECTRIC	07/27/2023	COOPER ELECTRIC KISTLER S052545941	S052560647	55.23
61082 08/29/2023 COOPER ELECTRIC	07/27/2023	COOPER ELECTRIC DISTRICT S052560647	S052556315	99.97
61082 08/29/2023 COOPER ELECTRIC	07/27/2023	COOPER ELECTRIC KISTLER S052556315	S052556340	299.00
61082 08/29/2023 COOPER ELECTRIC				0.00
61082 08/29/2023 COOPER ELECTRIC				0.00
61083 08/29/2023 DATOM PRODUCTS, INC	08/03/2023	DATOM PRODUCTS GAR	14701	2,780.00
61084 08/29/2023 DAVE GUTELIUS EXCAVA	07/20/2023	DAVE GUTELIUS EXCAVATING MEYERS	43232	689.10
61085 08/29/2023 ECONOMY LUMBER	06/15/2023	ECONOMY LUMBER ADM	364106	306.07
61085 08/29/2023 ECONOMY LUMBER	06/15/2023	ECONOMY LUMBER HEIGHTS	364096	347.71
61085 08/29/2023 ECONOMY LUMBER	07/12/2023	ECONOMY LUMBER MEYERS	363681	365.10
61085 08/29/2023 ECONOMY LUMBER	07/24/2023	ECONOMY LUMBER HEIGHTS	363501	292.51
61086 08/29/2023 EDWARD'S GARDEN CENT	08/02/2023	EDWARDS GARDEN HEIGHTS	08022306-W	68.00
61086 08/29/2023 EDWARD'S GARDEN CENT	08/02/2023	EDWARDS GARDEN HEIGHTS	08022307-W	204.00
61087 08/29/2023 FOUNDATION BUILDING	07/17/2023	FOUNDATION BUILDING HIGH SCHOOL	11845738-0	464.49
61088 08/29/2023 FRANK N HENRY INC	07/05/2023	FRANK HENRY GAR	700	300.00
61088 08/29/2023 FRANK N HENRY INC	06/16/2023	FRANK HENRY KISTLER	670	440.00
61088 08/29/2023 FRANK N HENRY INC	06/16/2023	FRANK HENRY GAR	671	230.00
61088 08/29/2023 FRANK N HENRY INC	08/03/2023	FRANK HENRY SOLOMON FIELD HOUSE 758	758	685.00
61088 08/29/2023 FRANK N HENRY INC	08/03/2023	FRANK HENRY SOLOMON FIELD HOUSE 764	764	260.00
61089 08/29/2023 H C NYE COMPANY INC	06/16/2023	HC NYE HIGH SCHOOL	258311574	735.00

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61089	08/29/2023	H C NYE COMPANY INC	07/18/2023	H C NYE HIGH SCHOOL	258311684	3,772.48
61090	08/29/2023	HILBERT'S EQUIP & WE	06/21/2023	HILBERTS EQUIPMENT DISTRICT	195642	338.43
61091	08/29/2023	HOME DEPOT CREDIT SE	06/20/2023	HOME DEPOT KISTLER	H4122-2711	357.90
61092	08/29/2023	INTEGRITEC, INC	07/18/2023	INTEGRITEC DISTRICT 44191	44191	1,540.00
61093	08/29/2023	JACK DEVINE GYM FLOO	07/31/2023	JACK DEVINE GYM FLOOR MACKIN & SOLOMON	073123	7,825.00
61093	08/29/2023	JACK DEVINE GYM FLOO	07/31/2023	JACK DEVINE GYM FLOOR HIGH SCHOOL	07312023	7,450.00
61094	08/29/2023	JOHNSON CONTROLS FIR	06/02/2023	JOHNSON CONTROL HIGH SCHOOL 23576892	23576892	600.00
61095	08/29/2023	KEUR LOCKER SERVICES	07/13/2023	KEUR LOCKER PARTS SOLOMON	23713	1,349.00
61096	08/29/2023	LINDSEY EQUIPMENT	08/09/2023	LINDSEY EQUIPMENT KISTLER	992938	218.16
61097	08/29/2023	MAIN HARDWARE	06/16/2023	MAIN HDW DISTRICT 91573	091573	199.82
61097	08/29/2023	MAIN HARDWARE	06/21/2023	MAIN HDW KISTLER 91699	091699	38.02
61097	08/29/2023	MAIN HARDWARE	05/09/2023	MAIN HDW FLOOD 91341	091341	81.33
61097	08/29/2023	MAIN HARDWARE	06/27/2023	MAIN HDW KISTLER 91736	091736	84.29
61097	08/29/2023	MAIN HARDWARE	06/29/2023	MAIN HDW MACKIN 92035	092035	61.93
61097	08/29/2023	MAIN HARDWARE	06/28/2023	MAIN HDW KISTLER 92019	092019	75.94
61097	08/29/2023	MAIN HARDWARE	06/30/2023	MAIN HDW FLOOD 92040	092040	95.36
61097	08/29/2023	MAIN HARDWARE	07/03/2023	MAIN HDW DISTRICT 92055	092055	15.99
61097	08/29/2023	MAIN HARDWARE	07/03/2023	MAIN HDW SOLOMON 92059	092059	63.50
61097	08/29/2023	MAIN HARDWARE	07/03/2023	MAIN HDW HIGH SCHOOL 92065	092065	60.91
61097	08/29/2023	MAIN HARDWARE	06/17/2023	MAIN HDW DISTRICT 91667	091667	390.28
61097	08/29/2023	MAIN HARDWARE	07/06/2023	MAIN HDW DISTRICT 92078	092078	20.95
61097	08/29/2023	MAIN HARDWARE	07/11/2023	MAIN HDW SOLOMON 92120	092120	76.76
61097	08/29/2023	MAIN HARDWARE	07/11/2023	MAIN HDW HIGH SCHOOL 92114	092114	23.96
61097	08/29/2023	MAIN HARDWARE	07/12/2023	MAIN HDW GAR 92129	092129	86.41
61097	08/29/2023	MAIN HARDWARE	07/17/2023	MAIN HDW GROUNDS 92163	092163	15.58
61097	08/29/2023	MAIN HARDWARE	07/20/2023	MAIN HDW HEIGHTS 92201	092201	47.78
61097	08/29/2023	MAIN HARDWARE	07/21/2023	MAIN HDW GAR 92206	092206	23.35
61097	08/29/2023	MAIN HARDWARE	07/31/2023	MAIN HDW KISTLER 92525	092525	36.98
61097	08/29/2023	MAIN HARDWARE	08/07/2023	MAIN HDW FLOOD 92586	092586	194.97
61097	08/29/2023	MAIN HARDWARE	08/07/2023	MAIN HDW GAR 92574	092574	55.75
61097	08/29/2023	MAIN HARDWARE	08/03/2023	MAIN HDW FLOOD 92565	092565	153.61
61097	08/29/2023	MAIN HARDWARE	08/01/2023	MAIN HDW HIGH SCHOOL 92542	092542	31.92
61097	08/29/2023	MAIN HARDWARE	08/09/2023	MAIN HDW GAR 92600	092600	21.46
61097	08/29/2023	MAIN HARDWARE				0.00
61098	08/29/2023	MECHANICAL SERVICE C	07/26/2023	MECHANICAL SERVICE SOLOMON	22919A	434.95
61099	08/29/2023	PA PAPER & SUPPLY CO	07/11/2023	PA PAPER SOLOMON	S1528514.0	584.72
61099	08/29/2023	PA PAPER & SUPPLY CO	07/25/2023	PA PAPER HIGH SCHOOL S1530248	S1530248.0	390.50
61099	08/29/2023	PA PAPER & SUPPLY CO	08/01/2023	PA PAPER HIGH SCHOOL S1529370	S1529370.0	100.00
61099	08/29/2023	PA PAPER & SUPPLY CO	08/10/2023	PA PAPER GAR S1532092	S1532092.0	545.49
61100	08/29/2023	PARSONS SALES CO, IN	06/13/2023	PARSON SALES GAR	23-1477	220.29
61101	08/29/2023	RALSTON MECHANICAL S	07/18/2023	RALSTON DISTRICT DC2321	DC2321	306.00
61102	08/29/2023	RJ WALKER CO	06/07/2023	RJ WALKER FLOOD	S6000741.0	116.97
61102	08/29/2023	RJ WALKER CO	06/09/2023	RJ WALKER HIGH SCHOOL	S6002172.0	140.21
61102	08/29/2023	RJ WALKER CO	07/06/2023	RJ WALKER GAR	S6015100.0	176.35
61102	08/29/2023	RJ WALKER CO	07/11/2023	RJ WALKER SOLOMON	S6018304.0	26.20
61102	08/29/2023	RJ WALKER CO	07/05/2023	RJ WALKER GAR S6015100	S6015100.0	290.99
61102	08/29/2023	RJ WALKER CO	07/17/2023	RJ WALKER HIGH SCHOOL S6021245	S6021245.0	214.94
61102	08/29/2023	RJ WALKER CO	07/31/2023	RJ WALKER HEIGHTS	S6028683.0	262.12
61103	08/29/2023	RUTKOSKI FENCING	06/16/2023	RUTKOSKI FENCE FLOOD	23-132	5,000.00
61104	08/29/2023	SCHINDLER ELEVATOR C	08/01/2023	SCHINDLER ELEVATOR MACKIN	8106304457	598.56
61104	08/29/2023	SCHINDLER ELEVATOR C	08/01/2023	SCHINDLER ELEVATOR DISTRICT	9170254116	4,810.80
61104	08/29/2023	SCHINDLER ELEVATOR C	07/18/2023	SCHINDLER ELEVATOR KISTLER	7100529594	5,483.50



CHECK CHECK			INVOICE		INVOICE		AMOUNT
NUMBER	DATE	VENDOR	DATE	DESCRIPTION	NUMBER		
61104	08/29/2023	SCHINDLER ELEVATOR C	05/17/2023	SCHINDLER ELEVATOR KISTLER	7100524039		5,483.50
61105	08/29/2023	SHERWIN WILLIAMS CO.	06/14/2023	SHERWIN WILLIAMS FIELDS	2288-3		103.36
61105	08/29/2023	SHERWIN WILLIAMS CO.	07/14/2023	SHERWIN WILLIAMS GAR	8207-2		260.91
61105	08/29/2023	SHERWIN WILLIAMS CO.	07/10/2023	SHERWIN WILLIAMS FIELDS	8079-5		394.11
61106	08/29/2023	SIMPLEXGRINNELL	07/31/2023	JJOHNSON CONTROLS SOLOMON	51125808		1,622.52
61106	08/29/2023	SIMPLEXGRINNELL	07/20/2023	JOHNSON CONTROL HEIGHTS	51085194		1,672.27
61107	08/29/2023	STELL ENTERPRISES IN	07/11/2023	STELL ENTERPRISE SOLOMON	23-070031		685.70
61108	08/29/2023	STERLING GLASS, INC.	07/28/2023	STERLING GLASS SOLOMON	69014		3,500.00
61109	08/29/2023	THIRD DIMENSION SPEC	06/23/2023	THIRD DIMENSION MACKIN	3137		58.30
61110	08/29/2023	TILE DISTRIBUTORS OF	08/01/2023	TILE DISTRIBUTORS HEIGHTS	271731		560.57
61111	08/29/2023	TORBIK SAFE & LOCK I	04/01/2023	TORBIK LOCK KISTLER A121343	A121343		313.00
61111	08/29/2023	TORBIK SAFE & LOCK I	04/01/2023	TORBIK LOCK HIGH SCHOOL	A121339		750.00
				A121339			
61111	08/29/2023	TORBIK SAFE & LOCK I	04/01/2023	TORBIK LOCK SOLOMON	0000017291		250.00
				0000017291			
61111	08/29/2023	TORBIK SAFE & LOCK I	03/24/2023	TORBIK LOCK ADM A121425	A121425		185.00
61111	08/29/2023	TORBIK SAFE & LOCK I	02/06/2023	TORBIK LOCK GAR A121311	A121311		340.00
61111	08/29/2023	TORBIK SAFE & LOCK I	04/05/2023	TORBIK LOCK HIGH SCHOOL	N400552016		3.98
				N400552016			
61111	08/29/2023	TORBIK SAFE & LOCK I	04/20/2023	TORBIK LOCK SOLOMON FIELD	A121549		325.00
				HOUSE A121549			
61111	08/29/2023	TORBIK SAFE & LOCK I	06/02/2023	TORBIK LOCK HIGH SCHOOL	A121583		315.00
61111	08/29/2023	TORBIK SAFE & LOCK I	06/02/2023	TORBIK LOCK HIGH SCHOOL	A121422		1,212.50
				A121422			
61111	08/29/2023	TORBIK SAFE & LOCK I	07/19/2023	TORBIK LOCK DISTRICT	0000017708		29.88
61111	08/29/2023	TORBIK SAFE & LOCK I	07/07/2023	TORBIK LOCK ADM	N400552400		60.62
61111	08/29/2023	TORBIK SAFE & LOCK I	07/12/2023	TORBIK LOCK ADM	N400552418		11.85
61112	08/29/2023	UNITED HEATING & AIR	06/16/2023	UNITED HEATING KISTLER 14480	14480		2,179.90
61112	08/29/2023	UNITED HEATING & AIR	07/05/2023	UNITED HEATING GAR 14513	14513		184.38
61112	08/29/2023	UNITED HEATING & AIR	07/12/2023	UNITED HEATING GAR 14542	14542		6,678.07
61112	08/29/2023	UNITED HEATING & AIR	07/07/2023	UNITED HEATING GAR 14519	14519		2,921.34
61112	08/29/2023	UNITED HEATING & AIR	07/11/2023	UNITED HEATING FLOOD 14528	14528		2,263.01
61112	08/29/2023	UNITED HEATING & AIR	07/11/2023	UNITED HEATING HIGH SCHOOL	14532		777.34
				14532			
61112	08/29/2023	UNITED HEATING & AIR	07/11/2023	UNITED HEATING GAR 14527	14527		834.74
61112	08/29/2023	UNITED HEATING & AIR	07/11/2023	UNITED HEATING KISTLER 14523	14523		324.00
61112	08/29/2023	UNITED HEATING & AIR	07/11/2023	UNITED HEATING SOLOMON 14534	14534		454.38
61112	08/29/2023	UNITED HEATING & AIR	06/28/2023	UNITED HEATING HIGH SCHOOL	14505		636.40
				14505			
61112	08/29/2023	UNITED HEATING & AIR	07/05/2023	UNITED HEATING GAR 14511	14511		3,732.52
61112	08/29/2023	UNITED HEATING & AIR	07/17/2023	UNITED HEATING FLOOD 14552	14552		1,605.08
61112	08/29/2023	UNITED HEATING & AIR	07/17/2023	UNITED HEATING HEIGHTS 14548	14548		2,488.25
61112	08/29/2023	UNITED HEATING & AIR	07/25/2023	UNITED HEATING HIGH SCHOOL	14559		1,021.13
61112	08/29/2023	UNITED HEATING & AIR	08/08/2023	UNITED HEATING SOLOMON 14589	14589		2,543.25
61112	08/29/2023	UNITED HEATING & AIR	08/08/2023	UNITED HEATING FLOOD 14585	14585		242.76
61112	08/29/2023	UNITED HEATING & AIR	08/08/2023	UNITED HEATING KISTLER 14586	14586		324.00
61112	08/29/2023	UNITED HEATING & AIR	07/28/2023	UNITED HEATING KISTLER 14566	14566		1,622.83
61112	08/29/2023	UNITED HEATING & AIR	08/01/2023	UNITED HEATING HEIGHTS 14574	14574		2,828.66
61112	08/29/2023	UNITED HEATING & AIR	08/01/2023	UNITED HEATING HEIGHTS 14573	14573		206.00
61112	08/29/2023	UNITED HEATING & AIR	08/01/2023	UNITED HEATING SOLOMON 14572	14572		292.38
61112	08/29/2023	UNITED HEATING & AIR	08/10/2023	UNITED HEATING HEIGHTS 14591	14591		489.21
							0.00
61112	08/29/2023	UNITED HEATING & AIR					
61113	08/29/2023	UNITED RENTALS	06/16/2023	UNITED RENTALS DISTRICT	220322009-		2,568.80
61113	08/29/2023	UNITED RENTALS	07/06/2023	UNITED RENTALS SOLOMON	220322009-		914.00
				220322009-002			
61113	08/29/2023	UNITED RENTALS	07/14/2023	UNITED RENTAL MEYERS	221957907-		461.84

CHECK NUMBER	CHECK DATE	CHECK VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
61113	08/29/2023	UNITED RENTALS	08/03/2023	UNITED RENTAL GAR	221702272-	2,076.00
61113	08/29/2023	UNITED RENTALS	07/26/2023	UNITED RENTALS MEYERS	221866530-	764.97
61114	08/29/2023	VAC-WAY LAWN & GARDE	07/07/2023	VACWAY HEIGHTS 13230	13230	130.60
61114	08/29/2023	VAC-WAY LAWN & GARDE	07/07/2023	VAC WAY HEIGHTS 13229	13229	163.55
61114	08/29/2023	VAC-WAY LAWN & GARDE	07/07/2023	VAC WAY GAR 13223	13223	112.70
61114	08/29/2023	VAC-WAY LAWN & GARDE	07/05/2023	VAC WAY FLOOD 13203	13203	192.55
61114	08/29/2023	VAC-WAY LAWN & GARDE	07/05/2023	VAC WAY SOLOMON 13201	13201	151.65
61114	08/29/2023	VAC-WAY LAWN & GARDE	07/05/2023	VAC WAY KISTLER 13200	13200	145.65
61114	08/29/2023	VAC-WAY LAWN & GARDE	07/07/2023	VAC WAY GAR 13224	13224	207.70
61114	08/29/2023	VAC-WAY LAWN & GARDE	07/07/2023	VAC WAY SOLOMON 13202	13202	211.70
61115	08/29/2023	VALLEY POWER EQUIPME	05/03/2023	VALLEY POWER DISTRICT 148434	148434	28.99
61115	08/29/2023	VALLEY POWER EQUIPME	07/13/2023	VALLEY POWER DISTRICT	151573	180.81
61115	08/29/2023	VALLEY POWER EQUIPME	07/21/2023	VALLEY POWER FLOOD 151971	151971	549.99
61115	08/29/2023	VALLEY POWER EQUIPME	07/20/2023	VALLEY POWER DISTRICT 151915	151915	154.14
				151914		
61115	08/29/2023	VALLEY POWER EQUIPME	07/20/2023	VALLEY POWER DISTRICT 151915	151914	100.60
				151914		
61115	08/29/2023	VALLEY POWER EQUIPME	07/18/2023	VALLEY POWER DISTRICT 151781	151781	271.05
61115	08/29/2023	VALLEY POWER EQUIPME	07/21/2023	VALLEY POWER DISTRICT 151976	151976	22.99
61115	08/29/2023	VALLEY POWER EQUIPME	07/24/2023	VALLEY POWER DISTRICT	152105	233.97
61115	08/29/2023	VALLEY POWER EQUIPME	07/25/2023	VALLEY POWER DISTRICT 152152	152152	22.99
61115	08/29/2023	VALLEY POWER EQUIPME	07/25/2023	VALLEY POWER GAR 152164	152164	125.21
61115	08/29/2023	VALLEY POWER EQUIPME	08/10/2023	VALLEY POWER DISTRICT	152882	57.98
61116	08/29/2023	WALTER'S HARDWARE	06/29/2023	WALTERS HDW SOLOMON D209367	D209367	336.41
61116	08/29/2023	WALTER'S HARDWARE	06/22/2023	WALTERS HDW SOLOMON D209072	D209072	15.00
61116	08/29/2023	WALTER'S HARDWARE	06/09/2023	WALTERS HDW DISTRICT D208471	D208471	17.99
61116	08/29/2023	WALTER'S HARDWARE	07/05/2023	WALTERS HDW GAR	D209572	180.70
61116	08/29/2023	WALTER'S HARDWARE	07/06/2023	WALTERS HDW SOLOMON	D209628	38.96
61116	08/29/2023	WALTER'S HARDWARE	07/11/2023	WALTERS HDW SOLOMON	D209817	171.93
61116	08/29/2023	WALTER'S HARDWARE	07/17/2023	WALTERS HDW KISTLER	D210112	79.75
61116	08/29/2023	WALTER'S HARDWARE	07/20/2023	WALTERS HDW HEIGHTS	D210266	122.41
61116	08/29/2023	WALTER'S HARDWARE	06/14/2023	WALTERS HDW SOLOMON	D208710	81.88
61117	08/29/2023	BERKS COUNTY INTERME	06/26/2023	EDUCATIONAL/SUPPORT SERICES	2300003199	840.00
				FOR JAN 2023		
61118	08/29/2023	GROVE CITY AREA SCHO	06/30/2023	TUITION FOR MAY AND JUNE 2023	G23547	6,556.00
61119	08/29/2023	HARBORCREEK YOUTH SE	06/14/2023	EDUCATIONAL SERVICES PROVIDED	34371	2,660.00
				FOR MAY AND JUNE 2023		
61120	08/29/2023	HAZLETON AREA SCHOOL	09/30/2022	DAILY TUITION, SPEECH HOURS, OT HOURS, AND PREVIOUS CREDIT FOR 22-23 SCHOOL YEAR	WB-44834-E	14,941.12
61120	08/29/2023	HAZLETON AREA SCHOOL	01/17/2023	DAILY TUITION, SPEECH HOURS, OT HOURS FOR 22-23 SCHOOL YEAR - SECOND HALF	WB-9/30/22	14,447.48
61121	08/29/2023	LEARN WELL SERVICES	07/05/2023	EDUCATION/SUPORRT SERVICES PROVIDED FOR MAY 2023	INV152160	702.24
61122	08/29/2023	LUZERNE INTERMEDIATE	06/13/2023	ESL INSTRUCTIONAL SERVICES PROVIDED DEC 22- FEB 23	LIU236	26,063.25
61123	08/29/2023	NEW STORY LLC	07/03/2023	EDUCATIONAL SERVICES PROVIDED FOR JUNE 2023	INV59902	3,411.00
61123	08/29/2023	NEW STORY LLC	07/03/2023	EDUCATIONAL SERVICES PROVIDED FOR JUNE 2023	INV59903	3,411.00
61124	08/29/2023	SALISBURY TWP SCHOOL	07/12/2023	EDUCATIONAL SERVICES PROVIDED JUNE 2023	05952	2,471.28
61125	08/29/2023	SPECIALIZED EDUCATIO	07/07/2023	EDUCATIONAL SERVICES PROVIDED JUNE 2023 - GRAHAM ACADEMY	INV167932	18,448.99
61125	08/29/2023	SPECIALIZED EDUCATIO	06/28/2023	EDUCATIONAL SERVICES PROVIDED	INV167375	32,253.25

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61126	08/29/2023	UNITED THERAPY, LLC	06/30/2023	JUNE 2023 - GRAHAM ACADEMY PROFESSIONAL SERVICES PROVIDED FOR MARCH-MAY 2023	06302023	232.20
61126	08/29/2023	UNITED THERAPY, LLC	08/18/2023	PROFESSIONAL SERVICES PROVIDED FOR AUG 2023	08182023	360.00
61127	08/29/2023	WYOMING VALLEY WEST	07/03/2023	VAN SERVICES, SPEECH THERAPY, MAY TUITION	INVOICE 8	6,334.14
61127	08/29/2023	WYOMING VALLEY WEST	07/03/2023	VAN SERVICES AND APRIL TUITION	INVOICE 1	5,119.14
61128	08/29/2023	ASSURED PARTNERS OF	08/22/2023	ACCOUNT: WILKARE-01 POLICY:LSF017455 EFFECTIVE 08/20/2023-08/20/2024	83209	158.00
61129	08/29/2023	AVEANNA HEALTHCARE	06/22/2023	PROFESSIONAL SERVICES PROVIDED JUNE 2023	3936713	2,442.80
61130	08/29/2023	BERKHEIMER ASSOCIATE	06/30/2023	COMPUTER SERVICE PER CAPITA TAX BILLING	23060110	5.95
61130	08/29/2023	BERKHEIMER ASSOCIATE	06/30/2023	LST JUNE 2023	579	449.78
61130	08/29/2023	BERKHEIMER ASSOCIATE	07/31/2023	LST JULY 2023	580	244.81
61131	08/29/2023	C K ALARM, INC.	08/01/2023	WILKES-BARREA AREA SCHOOL DISTRICT CENTRAL STATION MONITORING SERVICES	130065	300.00
61132	08/29/2023	CALEX LOGISTICS	07/07/2023	IT INFRASTRUCTURE, STORAGE TRAILER SPACE, COPY PAPER	I02748	327.00
61132	08/29/2023	CALEX LOGISTICS	06/30/2023	FAX CHARGE, HANDLING OUT, ORDER PROCESSING	I02719	28.00
61132	08/29/2023	CALEX LOGISTICS	08/01/2023	IT INFRASTRUCTURE, STORAGE TRAILER SPACE, COPY PAPER	I02824	327.00
61133	08/29/2023	CENTRAL SUSQUEHANNA	06/26/2023	E-RATE SERVICES FOR 23-24	23-INV0842	6,193.50
61134	08/29/2023	CITIZENS' VOICE	06/30/2023	ADVERTISING INVOICE FOR JUNE 2023	0623185303	73.38
61135	08/29/2023	DEHEY MCANDREW	06/12/2023	EMPLOYER CONTRIBUTION 403B BREAKDOWN	3854	1,264.05
61136	08/29/2023	DROST, CORINNE	06/15/2023	MILEAGE FOR THE MONTH OF MAY 2023	MILEAGEMAY	94.32
61137	08/29/2023	EFN WYOMING VALLEY P	08/03/2023	COURT ORDER #2018-06870 - REFUND OF 2019 TAXES	2018-06870	56,847.29
61137	08/29/2023	EFN WYOMING VALLEY P	08/03/2023	COURT ORDER #2018-06870 - REFUND OF 2020 TAXES	2018-06870	56,847.29
61137	08/29/2023	EFN WYOMING VALLEY P	08/03/2023	COURT ORDER #2018-06870 - REFUND OF 2021 TAXES	2018-06870	56,847.29
61137	08/29/2023	EFN WYOMING VALLEY P	08/03/2023	COURT ORDER #2018-06870 - REFUND OF 2022 TAXES	2018-06870	56,847.29
61138	08/29/2023	ESS NORTHEAST LLC	04/22/2023	SUBSTITUTE TEACHERS WEEK ENDING 04/22/2023	INV418709	21,763.98
61138	08/29/2023	ESS NORTHEAST LLC	05/20/2023	SUBSTITUTE TEACHERS WEEK ENDING 05/20/23	INV429814	22,044.25
61138	08/29/2023	ESS NORTHEAST LLC	05/27/2023	SUBSTITUTE TEACHERS WEEK ENDING 05/27/2023	INV432202	22,110.18
61138	08/29/2023	ESS NORTHEAST LLC	06/03/2023	SUBSTITUTE TEACHERS WEEK ENDING 06/03/23	INV433278	18,604.86
61138	08/29/2023	ESS NORTHEAST LLC	06/17/2023	SUBSTITUTE TEACHERS WEEK ENDING 06/17/23	INV436671	1,193.77
61138	08/29/2023	ESS NORTHEAST LLC	06/10/2023	SUBSTITUTE TEACHERS FOR WEEK ENDING 06/10/2023	INV435044	4,797.97
61139	08/29/2023	ESS SUPPORT SERVICES	07/08/2023	SUBSTITUTE PARAS WEEK ENDING 07/08/2023	INV439653	109.60

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61140	08/29/2023	FUNCTIONAL CONNECTIO	08/11/2023	EDUCATIONAL/SUPPORT SERVICES PROVIDED JUNE-AUG 2023	1089	7,098.50
61140	08/29/2023	FUNCTIONAL CONNECTIO	07/10/2023	EDUCATION/SUPPORT SERVICES PROVIDED MAY-JUNE 2023	1087	6,013.59
61141	08/29/2023	GEIGER, JAMES	05/31/2023	MILEAGE FOR MAY 2023	MILEAGEMAY	70.09
61142	08/29/2023	GLEN SUMMIT SPRINGS	06/30/2023	BILLING FOR ACCOUNT 53217 JUNE 2023	53217	439.92
61142	08/29/2023	GLEN SUMMIT SPRINGS	07/31/2023	BILLING FOR ACCOUNT 53217 JULY 2023	53217B	530.66
61143	08/29/2023	HERFF JONES LLC	07/03/2023	ACCOUNT 337010000000: TOTAL FOR ARCOLA, IL, CAP AND GOWN DIVISION PRODUCTS	070323	628.30
61144	08/29/2023	HOEGEN & ASSOCIATES	06/23/2023	COURT ORDER # 12903-2018 REFUND OF PAID TAXES FOR 2019	12903-2018	928.51
61144	08/29/2023	HOEGEN & ASSOCIATES	06/23/2023	COURT ORDER # 12903-2018 REFUND OF PAID TAXES FOR 2020	12903-2018	928.51
61144	08/29/2023	HOEGEN & ASSOCIATES	06/23/2023	COURT ORDER # 12903-2018 REFUND OF PAID TAXES FOR 2021	12903-2018	928.51
61144	08/29/2023	HOEGEN & ASSOCIATES	06/23/2023	COURT ORDER # 12903-2018 REFUND OF PAID TAXES FOR 2022	12903-2018	928.51
61145	08/29/2023	JONES, TODD	06/30/2023	MILEAGE FOR JUNE 2023	MILEAGEJUE	18.34
61145	08/29/2023	JONES, TODD	04/30/2023	MILEAGE FOR THE MONTH OF APR 2023	MILEAGEAPR	39.96
61146	08/29/2023	KING SPRY HERMAN FRE	05/31/2023	CLAIM #10363938 - EEOC COMPLAINT	178642	2,832.00
61147	08/29/2023	KOURY, ROCHELLE	05/31/2023	MILEAGE FOR MAY 2023	MILEAGEMAY	163.75
61148	08/29/2023	LAW OFFICES OF ANGEL	07/04/2023	LEGAL SERVICES PROVIDED JUNE 2023	3166	36.00
61148	08/29/2023	LAW OFFICES OF ANGEL	07/04/2023	LEGAL SERVICES PROVIDED JUNE 2023	3167	162.00
61148	08/29/2023	LAW OFFICES OF ANGEL	07/04/2023	LEGAL SERVICES PROVIDED JUNE 2023	3168	198.00
61148	08/29/2023	LAW OFFICES OF ANGEL	07/04/2023	LEGAL SERVICES PROVIDED JUNE 2023	3169	1,008.00
61148	08/29/2023	LAW OFFICES OF ANGEL	08/02/2023	LEGAL SERVICES PROVIDED JULY 2023	3194	1,192.32
61148	08/29/2023	LAW OFFICES OF ANGEL	08/02/2023	LEGAL SERVICES PROVIDED JULY 2023	3195	486.00
61148	08/29/2023	LAW OFFICES OF ANGEL	08/02/2023	LEGAL SERVICES PROVIDED JULY 2023	3196	324.00
61148	08/29/2023	LAW OFFICES OF ANGEL	08/02/2023	LEGAL SERVICES PROVIDED JULY 2023	3197	378.00
61149	08/29/2023	LEADERSHIP OF WILKES	06/21/2023	PER STUDENT JUNIOR LEADERSHIP NORTHEAST TUITION	2022-438	2,000.00
61150	08/29/2023	LIBERTY MUTUAL INSU	07/07/2023	POLICY # 8061109 DEDUCTIBLE DUE	105730770	3,302.00
61151	08/29/2023	MARK J SOBECK ROOF C	08/18/2023	ROOF CONSULTING SERVICES PERFORMED AT WBASD HIGH SCHOOL FOR LEAK DETECTION	8211	547.20
61152	08/29/2023	MAXIM HEALTHCARE SER	07/06/2023	PROFESSIONAL SERVICES PROVIDED FOR JUNE 2023	E100818508	6,796.80
61153	08/29/2023	MAZZITTI & SULLIVAN	06/01/2023	QUARTERLY INVOICE FOR EAP SERVICES FOR JULY 1- SEPT 30, 2023	1989	4,369.50
61153	08/29/2023	MAZZITTI & SULLIVAN	12/01/2023	QUARTERLY INVOICE FOR EAP SERVICES FOR JAN 1-MARCH 31,	1412	4,369.50

CHECK CHECK	INVOICE	INVOICE	INVOICE	AMOUNT
NUMBER DATE VENDOR	DATE	DESCRIPTION	NUMBER	
		2023		
61154 08/29/2023 MINORITY SUCCESS NET	07/06/2023	COMPLIANCE & OUTREACH PACKAGE	MS36396	2,495.00
		2023-2024		
61155 08/29/2023 O'MEARA, COURTNEY	06/30/2023	EDUCATIONAL SERVICES PROVIDED	INVOICE 1	280.00
		IN JUNE 2023		
61155 08/29/2023 O'MEARA, COURTNEY	08/04/2023	EDUCATIONAL SERVICES PROVIDED	INVOICE 5	420.00
		WEEK ENDING 08/04/2023		
61155 08/29/2023 O'MEARA, COURTNEY	07/28/2023	EDUCATIONAL SERVICES PROVIDED	INVOICE 4	280.00
		WEEK ENDING 07/28/23		
61155 08/29/2023 O'MEARA, COURTNEY	07/14/2023	EDUCATIONAL SERVICES PROVIDED	INVOICE 3	420.00
		WEEK ENDING 07/14/23		
61155 08/29/2023 O'MEARA, COURTNEY	07/07/2023	EDUCATIONAL SERVICES PROVIDED	INVOICE 2	420.00
		WEEK ENDING 07/07/23		
61156 08/29/2023 PAPER EATERS LLC	07/06/2023	WILKES-BARRE AREA SCHOOL	11079	150.00
		DISTRICT SERVICE DATES		
		05/23/23 & 06/28/23		
61156 08/29/2023 PAPER EATERS LLC	08/09/2023	WILKES-BARRE AREA SCHOOL	11357	75.00
		DISTRICT SERVICE DATE		
		07/26/23		
61157 08/29/2023 POPLAWSKI, AMANDA	08/17/2023	REIMBURSEMENT FOR FEE FOR	08172023	78.00
		LEADERSHIP NORTHEAST		
61158 08/29/2023 PURE WATER TECHNOLOG	06/15/2023	MONTHLY RENTAL OF ONE WATER	183252	46.64
		PURIFICATION UNIT		
61158 08/29/2023 PURE WATER TECHNOLOG	07/15/2023	MONTHLY RENTAL OF WATER	186477	46.64
		PURIFICATION UNIT JULY 2023		
61159 08/29/2023 R.E.M. GRADUATE SERV	06/21/2023	INV #459: ACADEMIC HOODS-	062123	559.00
		LIGHT BLUE WITH BLACK LINING;		
		MASTERS- KEEPER GOWN		
61160 08/29/2023 REALLY GOOD STUFF LL	09/09/2021	Elementary Special Ed -	7757644	181.79
		Classroom Requisition - Flood		
		Learning Support		
61161 08/29/2023 RIGLER, JANE	07/06/2023	FEE FOR SERVICE AS GRIEVANCE	07062023	1,747.60
		ARBITRATOR		
61162 08/29/2023 SCHOLASTIC BOOK CLUB	03/07/2023	WILKES-BARRE AREA SCHOOL	M7275383	104.39
		DISTRICT - GAR MS		
61162 08/29/2023 SCHOLASTIC BOOK CLUB	03/07/2023	WILKES-BARRE AREA SCHOOL	M7236001	208.78
		DISTRICT - GAR MS		
61162 08/29/2023 SCHOLASTIC BOOK CLUB	03/07/2023	WILKES-BARRE AREA SCHOOL	M7273674	131.78
		DISTRICT - GAR MS		
61162 08/29/2023 SCHOLASTIC BOOK CLUB	03/07/2023	WILKES-BARRE AREA SCHOOL	M7275707	144.00
		DISTRICT - GAR MS		
61162 08/29/2023 SCHOLASTIC BOOK CLUB	03/07/2023	WILKES-BARRE AREA SCHOOL	M7326567	901.01
		DISTRICT - GAR MS		
61163 08/29/2023 STANDING STONE CONSU	07/12/2023	SECURITY SERVICES PROVIDED	2023-929	1,450.24
		07/02/2023-07/08/2023		
61163 08/29/2023 STANDING STONE CONSU	06/21/2023	SECURITY SERVICES PROVIDED	2023-864	1,239.86
		FOR 06/12/23-06/17/2023		
61163 08/29/2023 STANDING STONE CONSU	06/15/2023	SECURITY SERVICES PROVIDED	2023-844	208.58
		FOR 06/07/23 - EVENT AT HS		
61163 08/29/2023 STANDING STONE CONSU	06/21/2023	SECURITY SERVICES PROVIDED	2023-863	1,086.39
		FOR EVENTS ON 06/11/23,		
		06/12/23, 06/14/23, &		
		06/17/23		
61163 08/29/2023 STANDING STONE CONSU	07/05/2023	SECURITY SERVICES PROVIDED	2023-909	1,452.30
		FOR 06/25/23-07/01/23		
61163 08/29/2023 STANDING STONE CONSU	06/29/2023	SECURITY SERVICES PROVIDED	2023-886	1,231.62

CHECK	CHECK		INVOICE	INVOICE	INVOICE	
NUMBER	DATE	VENDOR	DATE	DESCRIPTION	NUMBER	AMOUNT
				FOR 06/19/23-06/24/23		
61163	08/29/2023	STANDING STONE CONSU	08/03/2023	SECURITY SERVICES PROVIDED	2023-1018	2,065.67
				FOR 07/23-07/29/23		
61163	08/29/2023	STANDING STONE CONSU	07/19/2023	SECURITY SERVICES PROVIDED	2023-972	1,725.51
				FOR 07/09-07/15/23		
61163	08/29/2023	STANDING STONE CONSU	07/25/2023	SECURITY SERVICES PROVIDED	2023-994	2,018.80
				FOR 07/16-07/22/23		
61163	08/29/2023	STANDING STONE CONSU	08/08/2023	SECURITY SERVICES PROVIDED	2023-1032	2,371.58
				07/30/2023-08/05/2023		
61163	08/29/2023	STANDING STONE CONSU				0.00
61164	08/29/2023	THE TIMES LEADER	07/01/2023	ACCT # 80094164 BILLING	80094164	99.80
				PERIOD 06/04/23-07/01/23		
				ADVERTISING INVOICE		
61164	08/29/2023	THE TIMES LEADER	08/11/2023	ACCT # 80094164 BILLING	80094164B	95.13
				PERIOD 07/02/23-08/05/23		
				ADVERTISING INVOICE		
61165	08/29/2023	TOM TOBIN JR WHOLES	07/03/2023	INV 322436: FLOWERS FOR	070323	1,020.00
				GRADUATION		
61166	08/29/2023	WILKES-BARRE AREA SC	06/30/2023	FOSTER GRANDPARENT IN KIND	06302023	38.25
				MEALS JUNE 2023		
61166	08/29/2023	WILKES-BARRE AREA SC	06/30/2023	WBASD BOARD MEETING JUNE 2023	184	120.00
61167	08/29/2023	BOYLE, BRENDAN	08/17/2023	Official - WBASD Wolfpack	FB 8-17-23	70.00
				Football vs North Pocono		
				8/17/23		
61168	08/29/2023	DISTRICT II ATHLETIC	07/01/2023	WBASD District II Athletic	AD Dues 20	100.00
				Directors 2023-2024 Dues		
61169	08/29/2023	EASTERN FOOTBALL CON	07/01/2023	WBASD Wolfpack Football	FB 2023-24	100.00
				Conference 2023-24 Dues		
61170	08/29/2023	GORDON, JAMES	08/17/2023	Official - WBASD Wolfpack	FB 8-17-23	70.00
				Football vs North Pocono		
				8/17/23		
61171	08/29/2023	HUDL	07/02/2023	Hudl AD Package Subscription	H00016310	14,500.00
				8/1/23-7/31/24		
61172	08/29/2023	LEHMAN, MICHAEL	08/17/2023	Official - WBASD Wolfpack	FB 8-17-23	70.00
				Football vs North Pocono		
				8/17/23		
61173	08/29/2023	MANGAN, BETH	08/21/2023	Official - WBA Track vs	Track 4/26	70.00
				Nanticoke 4/26/23		
61174	08/29/2023	PA INTERSCHOLASTIC A	07/15/2023	Varsity 2023-2024 School	INV0001474	675.00
				Annual Membership Fee		
61174	08/29/2023	PA INTERSCHOLASTIC A	07/15/2023	Jr High 2023-2024 School	INV0001528	250.00
				Annual Membership Fee		
61175	08/29/2023	RIDDELL ALL AMERICAN	11/29/2022	Athletic weekly laundry -	951737622	6,096.80
				Game Jerseys,pants and belts.		
				August 26,2022 - November		
				4,2022		
61175	08/29/2023	RIDDELL ALL AMERICAN	07/03/2023	Speedflex Mox Box, Speedflex	951880979	322.35
				Rt-Lt face frame , Valve		
				retainer caps, and		
				Thumbscrews ord#442193327		
61176	08/29/2023	STA CENTRAL REGION	04/30/2023	April 2023 Sports	70206627	17,138.88
				Transportation / Practice -		
				Game Day		
61177	08/29/2023	WASLASKY, WAYNE	08/17/2023	Official - WBASD Wolfpack	FB 8-17-23	70.00
				Football vs North Pocono		
				8/17/23		

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
61178	08/29/2023	WEST SIDE BASKETBALL	07/01/2023	WBASD . Solomon-Plains and G.A.R. Middle School - 7th and 8th grade Basketball 2023-2024 League Dues	7th-8th gr	150.00
61179	08/29/2023	WYO VALLEY CONF TENN	07/01/2023	WBASD Wolfpack Boys Tennis League 2023-24 Dues	Boys 23-24	150.00
61179	08/29/2023	WYO VALLEY CONF TENN	07/01/2023	WBASD Wolfpack Girls Tennis League 2023-24 Dues	Girls 2023	150.00
61180	08/29/2023	WYO VALLEY CONF. - F	07/01/2023	WBASD Wolfpack Sr High Field Hockey 2023-24 Dues	Sr High Du	125.00
61180	08/29/2023	WYO VALLEY CONF. - F	07/01/2023	WBASD Wolfpack Jr High Field Hockey 2023-24 Dues	Jr High 20	100.00
61181	08/29/2023	WYO VALLEY CONF - SW	07/01/2023	WBASD Wolfpack Boys Swim 2023-2024 Dues	Boys 2023-	150.00
61181	08/29/2023	WYO VALLEY CONF - SW	07/01/2023	WBASD Wolfpack Girls Swim 2023-2024 Dues	Girls 2023	150.00
61182	08/29/2023	WYO VALLEY CONF - T	07/01/2023	WBASD Wolfpack Boys Track 2023-24 Dues	Boys 2023-	100.00
61182	08/29/2023	WYO VALLEY CONF - T	07/01/2023	WBASD Wolfpack Girls Track 2023-24 Dues	Girls 2023	100.00
61182	08/29/2023	WYO VALLEY CONF - T	07/01/2023	WBASD Wolfpack Jr High Track 2023-24 Dues	Jr High 20	100.00
61183	08/29/2023	WYO VALLEY CONF. - W	07/01/2023	WBASD Wolfpack Sr High Wrestling 2023-24 Dues	Sr High Wr	200.00
61183	08/29/2023	WYO VALLEY CONF. - W	07/01/2023	WBASD Wolfpack Jr High Wrestling 2023-24 Dues	Jr High Wr	200.00
61183	08/29/2023	WYO VALLEY CONF. - W	07/01/2023	WBASD Wolfpack Wrestling - Scale Certification	Scale Cert	50.00
61184	08/29/2023	WYO VALLEY ATH DIREC	07/01/2023	WBASD Athletic Directors Dues 2023-2024	AD DUES 20	125.00
61185	08/29/2023	WYO VALLEY CONF. - G	07/01/2023	WBASD Wolfpack Golf 2023-24 Dues	Golf Dues	175.00
61186	08/29/2023	WYO VALLEY CONF - BA	07/01/2023	WBASD Wolfpack Sr High Girls Basketball 2023-2024 Dues	Sr High Gi	225.00
61186	08/29/2023	WYO VALLEY CONF - BA	07/01/2023	WBASD Wolfpack Sr High Boys Basketball 2023-2024 Dues	Sr High Bo	225.00
61186	08/29/2023	WYO VALLEY CONF - BA	07/01/2023	WBASD Wolfpack Jr High Boys Basketball 2023-2024 Dues	Jr High Bo	125.00
61186	08/29/2023	WYO VALLEY CONF - BA	07/01/2023	WBASD Wolfpack Jr High Girls Basketball 2023-2024 Dues	Jr High Gi	125.00
61187	08/29/2023	WYO VALLEY CONF - BA	07/01/2023	WBASD Wolfpack Baseball 2023-24 Dues	Sr High 20	200.00
61187	08/29/2023	WYO VALLEY CONF - BA	07/01/2023	WBASD Wolfpack Jr High Baseball 2023-2024 Dues	Jr High 20	100.00
61187	08/29/2023	WYO VALLEY CONF - BA	07/01/2023	WBASD Wolfpack 7th and 8th grade Baseball 2023-2024 Dues	7-8 gr 202	100.00
61188	08/29/2023	WYO VALLEY CONF. - C	07/01/2023	WBASD Wolfpack Boys Cross Country League 2023-24 Dues	Boys 2023-	50.00
61188	08/29/2023	WYO VALLEY CONF. - C	07/01/2023	WBASD Wolfpack Girls Cross Country 2023-24 Dues	Girls 2023	50.00
61188	08/29/2023	WYO VALLEY CONF. - C	07/01/2023	WBASD Wolfpack Jr High Cross Country 2023-2024 Dues	Jr High 20	50.00
61189	08/29/2023	WYO VALLEY CONF - FO	07/01/2023	WBASD Wolfpack Sr High Football 2023-24 Dues	Sr High 20	350.00
61189	08/29/2023	WYO VALLEY CONF - FO	07/01/2023	WBASD Wolfpack Jr High Football 2023-24 Dues	Jr High 20	350.00

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
61190	08/29/2023	WYO VALLEY CONF - VO	07/01/2023	WBASD Wolfpack Boys Volleyball 2023-24 Dues	Boys Volle	150.00
61190	08/29/2023	WYO VALLEY CONF - VO	07/01/2023	WBASD Wolfpack Girls Volleyball 2023-24 Dues	Girls Voll	150.00
61191	08/29/2023	WYO VALLEY CONF - LA	07/01/2023	WBASD Wolfpack Boys Lacrosse 2023-24 Dues	Boys Dues	225.00
61191	08/29/2023	WYO VALLEY CONF - LA	07/01/2023	WBASD Wolfpack Girls Lacrosse 2023-24 Dues	Girls 2023	225.00
61192	08/29/2023	WYO. VALLEY ATH COUN	07/01/2023	WBASD Athletic Council Dues 2023-24 Dues	Ath. Counc	125.00
61193	08/29/2023	WYO. VALLEY CONF. -	07/01/2023	WBASD Wolfpack Sr High Softball 2023-24 Dues	Sr High Du	200.00
61193	08/29/2023	WYO. VALLEY CONF. -	07/01/2023	WBASD Wolfpack Jr High Softball 2023-24 Dues	Jr High 20	100.00
61194	08/29/2023	WYO. VALLEY CONF. -	07/01/2023	WBASD Wolfpack Boys Soccer 2023-24 Dues	Boys 2023-	150.00
61194	08/29/2023	WYO. VALLEY CONF. -	07/01/2023	WBASD Wolfpack Girls Soccer 2023-24 Dues	Girls 2023	150.00
61194	08/29/2023	WYO. VALLEY CONF. -	07/01/2023	WBASD Wolfpack Jr High Soccer 2023-24 Dues	Jr High 20	125.00
Totals for checks						987,328.44



**BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE****E. CONTRACTED SERVICES**

1. That approval be given to enter into an Agreement for Participation in the School Nutrition Program between the Wilkes-Barre Area School District and the Milford E Barnes Jr School-CSC for the 2023-2024 school year. **“Exhibit I”**
2. That approval be given to enter into an Agreement for Participation in the School Nutrition Program between the Wilkes-Barre Area School District and the Personalized Academy of Learning-LIU18 for the 2023-2024 school year. **“Exhibit J”**
3. That approval be given to enter into an Agreement for Participation in the School Nutrition Program between the Wilkes-Barre Area School District and the Lighthouse Academy-LIU18 for the 2023-2024 school year. **“Exhibit K”**
4. That approval be given to ratify the agreement between Wilkes-Barre Area School District and Pennoni Associates Inc. for an Asbestos Clearance Assessment at G.A. R. Memorial Middle School at a cost of \$950.00. **“Exhibit L”**
5. That approval be given to Change Order #3 for Detwiler Roofing Inc. with a deduction in the amount of -\$15,007.48. The Change Order consists of the following:

Delete Pipe Demo from GAR roofing project	-\$15,007.48
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6. That approval be given to Change Order #5 for Keystone Sports Construction not to exceed the amount of \$14,995.20. The Change Order consists of the following:

Soccer Goals with Internal Mobility Kits (2)	\$8,618.23
Lacrosse Goals (2)	\$3,327.23
Lacrosse Goal Wheel Kit (2)	\$1,078.55
Shipping	\$1,971.20

7. That approval be given to renew the district Pennsylvania School Boards Association membership for the 2023-2024 school year at a cost of \$17,087.05.
8. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and Johnson Controls Fire Protection LC to provide Fire Protection Monitoring & Maintenance Services effective September 1, 2023 through June 30, 2024 at the following costs: **“Exhibit M”**

Administration Building	Alarm Detection Monitoring	\$600.00
Dodson @ Jones Street	Test & inspect plus labor & parts	\$4,232.00
GAR	Test & inspect plus labor & parts	\$3,931.11



# BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE

9. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and Johnson Controls Fire Protection LC to provide Fire Protection Monitoring & Maintenance Services effective September 1, 2023 through June 30, 2024 at the following costs: **"Exhibit N"**

Kistler	Test & inspect plus labor & parts	\$3,498.70
Dan Flood	Test & inspect plus labor & parts	\$8,134.65
Meyers	Test & inspect plus labor & parts	\$3,558.77

10. That approval be given to award a contract to IntegraOne to replace a Virtual Server at total cost of \$124,071.00 including Hardware and VMWare. **"Exhibit O"**

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**Rev. Shawn Walker, Chairperson**



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

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

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

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

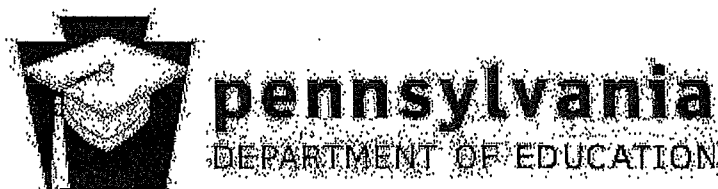
The 'Receiving School' is defined as the school which the student is attending, either full or part-time. Examples of these schools include, but are not limited to, intermediate units, vocational schools, technical schools, and special education sites.

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

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

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

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



Commonwealth of Pennsylvania  
Department of Education  
333 Market Street  
Harrisburg, PA 17126-0333  
[www.education.pa.gov](http://www.education.pa.gov)

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

**Home School Sponsor Name:**

MILFORD E BARNES JR SCHOOL - 30040510

**Sponsor Agreement Number:**

**and**

**Receiving School Sponsor Name:**

WILKES-BARRE AREA SCHOOL DISTRICT

**Sponsor Agreement Number:**

118-40-885-2

Agreement Page

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

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

This agreement shall be in effect for one (1) year starting July 1, 2023 , and through June 30, 2024 .  
 This agreement may only be for a one-year period and cannot contain guaranteed renewal clauses.

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

MILFORD E BARNES JR SCHOOL

Home School

Signature of Authorized Representative for Home School

MIKE HOPKINS

Printed Name of Authorized Representative for Home School

Title PRESIDENT/CEO

Date Signed by Home School

WILKES-BARRE AREA SCHOOL DISTRICT

Receiving School

Signature of Authorized Representative for Receiving School

BRIAN COSTELLO

Printed Name of Authorized Representative for Receiving School

Title SUPERINTENDENT

Date Signed by Receiving School

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

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

Revised June 2023



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

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

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

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

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

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

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

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

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



Commonwealth of Pennsylvania  
Department of Education  
333 Market Street  
Harrisburg, PA 17126-0333  
[www.education.pa.gov](http://www.education.pa.gov)

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

### **Home School Sponsor Name:**

Personalized Academy of Learning - 300400250

### **Sponsor Agreement Number:**

and

### **Receiving School Sponsor Name:**

WILKES-BARRE AREA SCHOOL DISTRICT

### **Sponsor Agreement Number:**

118-40-885-2

Agreement Page

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

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

This agreement shall be in effect for one (1) year starting July 1, 2023 , and through June 30, 2024 .

This agreement may only be for a one-year period and cannot contain guaranteed renewal clauses.

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

PERSONALIZED ACADEMY OF LEARNING

Home School

Signature of Authorized Representative for Home School

ANTHONY GREICO

Printed Name of Authorized Representative for Home School

Title EXECUTIVE DIRECTOR

Date Signed by Home School

WILKES-BARRE AREA SCHOOL DISTRICT

Receiving School

Signature of Authorized Representative for Receiving School

BRIAN COSTELLO

Printed Name of Authorized Representative for Receiving School

Title SUPERINTENDENT

Date Signed by Receiving School

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

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

Revised June 2023

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

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

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

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

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

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

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

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

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



Commonwealth of Pennsylvania  
Department of Education  
333 Market Street  
Harrisburg, PA 17126-0333  
[www.education.pa.gov](http://www.education.pa.gov)

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

### **Home School Sponsor Name:**

LIGHTHOUSE ACADEMY/LIU 18 - 5300236215

### **Sponsor Agreement Number:**

**and**

### **Receiving School Sponsor Name:**

WILKES-BARRE AREA SCHOOL DISTRICT

### **Sponsor Agreement Number:**

118-40-885-2

Agreement Page

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

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

This agreement shall be in effect for one (1) year starting July 1, 2023 , and through June 30, 2024 .

This agreement may only be for a one-year period and cannot contain guaranteed renewal clauses.

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

LIGHTHOUSE ACADEMY/LIU 18

Home School

Signature of Authorized Representative for Home School

ANTHONY GREICO

Printed Name of Authorized Representative for Home School

Title EXECUTIVE DIRECTOR

Date Signed by Home School

WILKES-BARRE AREA SCHOOL DISTRICT

Receiving School

Signature of Authorized Representative for Receiving School

BRIAN COSTELLO

Printed Name of Authorized Representative for Receiving School

Title SUPERINTENDENT

Date Signed by Receiving School

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

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

Revised June 2023



## LIMITED SERVICE-AGREEMENT

Date: July 26, 2023  
Client Name: Wilkes Barre Area School District  
Client Address: 730 South Main Street  
Wilkes Barre, PA 18702

Proposal #: **WBASD23002P**  
Fee Schedule Attached

Contact: **Mike Krzywicki, Facilities Manager**

Project Name: Asbestos Clearance Assessment  
Project Location: G.A.R. Memorial Middle School, 250 South Grant St., Wilkes-Barre, PA 18702

We propose the following environmental health and safety Scope of Services and fee for the above referenced project in accordance with the attached Schedule of Fees and Terms and Conditions (Form LE01 12/2015):

### SCOPE OF SERVICES:

- Pennoni will perform an Asbestos Clearance Assessment, including visual inspection and asbestos air sampling by Phase Contrast Microscopy (PCM, NIOSH Method 7400) at the conclusion of an asbestos abatement at your facility. An estimated five (5) samples air samples will be collected in the work areas.
- Samples will be submitted to an analytical laboratory that maintains the following accreditations/certifications: EPA Quality Assurance Program, accreditation under the American Industrial Hygiene Association (AIHA) National Voluntary Accreditation Program (NVLAP) or will be analyzed by Pennoni AIHA AAR microscopists. and includes appropriate numbers of blank samples to maintain quality control best practices.
- A final report will be provided summarizing the collection activities and results of testing.

### SCHEDULE:

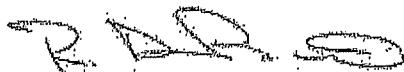
The scope of services is tentatively scheduled for August 2, 2023.

### FEE:

Our fee for the above Scope of Services will be billed as time and materials, estimated at **\$950.00**. Additional meetings and site visits as well as services not included in the above scope will be billed on a time and expense basis in accordance with the attached fee schedule.

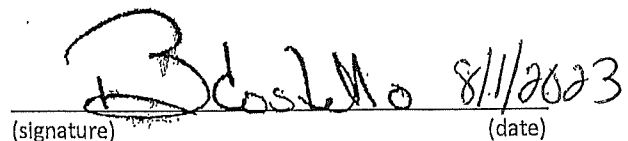
Please sign and return one copy to serve as our agreement and notice to proceed for the above scope of services.

OFFERED BY  
**PENNONI ASSOCIATES INC.**



Rocco DiPietro, CSP  
Senior Health & Safety Professional

ACCEPTED BY

  
(signature) 8/1/2023 (date)

DR BRIAN W. COSTELLO, SUPERINTENDENT  
(printed name/title)

# Billing Rates

## 2023 SCHEDULE OF FEES

Pennoni provides engineering consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni's compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

LABOR CATEGORY	RATES: \$/HOUR
Principal Professional .....	\$225
Senior Professional.....	\$186
Project Professional .....	\$157
Staff Professional.....	\$135
Associate Professional.....	\$123
Graduate Professional.....	\$118
Technician III.....	\$129
Technician II.....	\$118
Technician I.....	\$107
3 Person Survey Crew .....	\$242
2 Person Survey Crew .....	\$214
1 Person Survey Crew .....	\$180
Senior Field Technician .....	\$129
Field Technician.....	\$107
Laboratory Technician.....	\$95
Building Code Official .....	\$112
Project Assistant.....	\$85

- Add 15% to above Survey Crew rates when OSHA 40-hour training required
- Technical Support/Expert Testimony Fee provided upon request

"Professional" includes all disciplines (Engineer, Landscape Architect, Surveyor, Geologist, etc.)

### EXPENSES:

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

- Subconsultant/Subcontractor Services: cost plus 20%
- Project Related Travel and Living Expenses: cost plus 10%
- Field Equipment; Expendable Materials/Supplies and Outside Reproduction): cost plus 10%
- Passenger Vehicles: per IRS standard rate
- Field Vehicles: \$100.00/day
- Record Retrieval: \$500.00/request plus reprographic charge



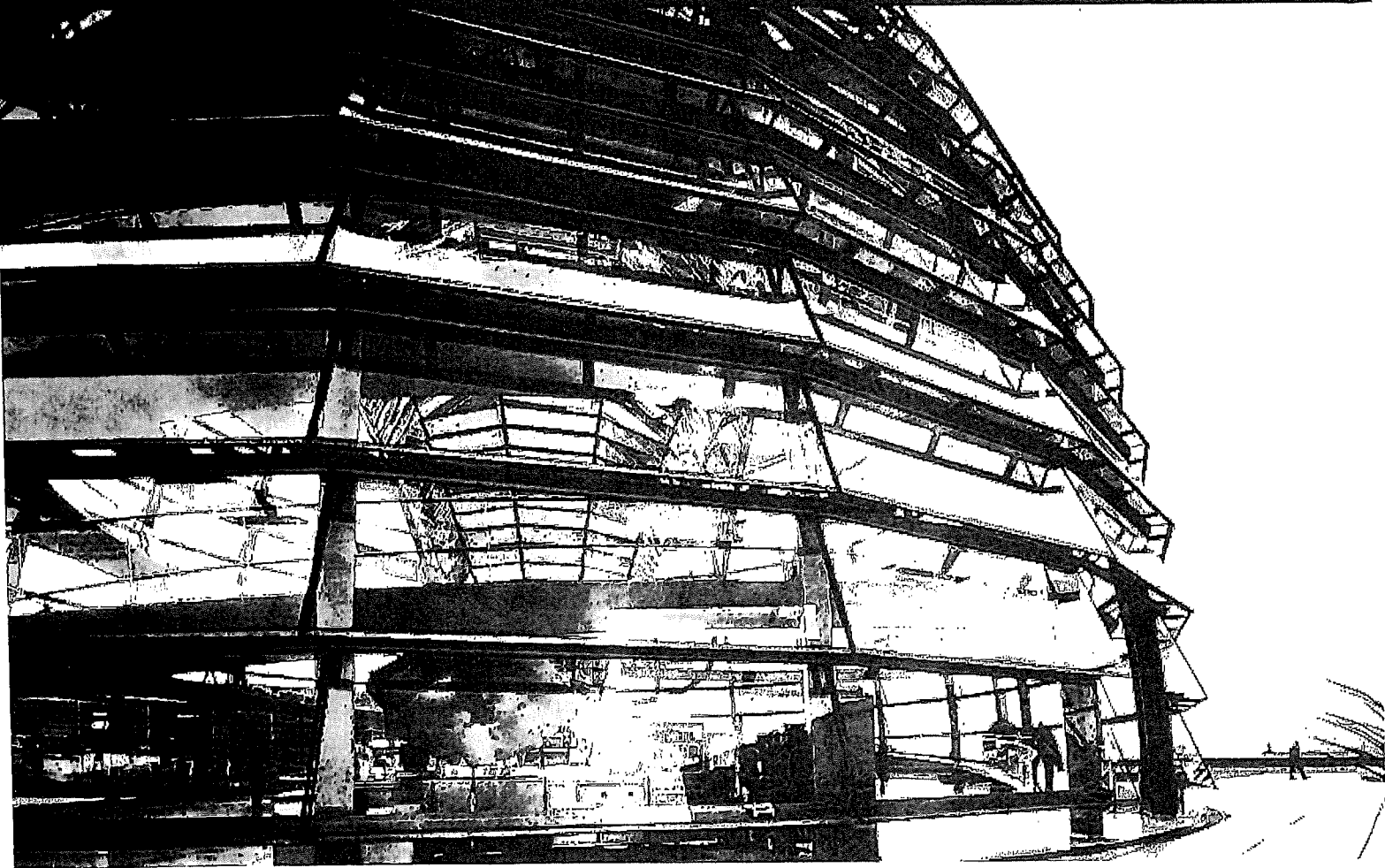
"EXHIBIT L"  
**PENNONI ASSOCIATES INC.**  
**GENERAL TERMS & CONDITIONS**  
**WBASD23002P**

1. Unless withdrawn sooner, proposals are valid for thirty (30) days.
2. The technical and pricing information in proposals is the confidential and proprietary property of Pennoni Associates Inc. ("Pennoni") or any Pennoni subsidiary or affiliate. Client agrees not to use or to disclose to third parties any technical or pricing information without Pennoni's written consent.
3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Pennoni to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the proposal and these General Terms & Conditions, then the proposal shall take precedence. The proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.
4. Payment is due upon receipt of invoices as submitted. If Client chooses to make any payment via major credit card, Client agrees to pay a 3% surcharge or 1.03 times the total amount invoiced. Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than 30 days past due. If an invoice is 30 or more days past due, then Pennoni may suspend services and refuse to release work on this Agreement or any other agreement between Client and Pennoni until Client has paid all amounts due. Unless Pennoni receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, then Client agrees to pay reasonable costs and attorney's fees incurred by Pennoni to collect payment.
5. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by Pennoni are instruments of Pennoni's services, and as such are and shall remain Pennoni's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Client shall not use the Documents in violation of this paragraph without Pennoni's express written consent; and such use is at the Client's sole risk. Client agrees to indemnify, defend and hold harmless Pennoni from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
6. The proposed fees and schedule constitute Pennoni's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually.
7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
8. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent administrative and handling charge will be added to client reimbursable expenses.
9. Client's termination of this Agreement will not be effective unless Client gives Pennoni seven (7) days prior written notice with accompanying reasons and details, and affords Pennoni an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation.
10. Pennoni will maintain at its own expense Workman's Compensation insurance, Commercial General Liability insurance, and Professional Liability insurance.
11. Neither the Client nor Pennoni shall assign this Agreement without the written consent of the other.

12. Pennoni does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Pennoni will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Pennoni cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.
13. Pennoni will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.
14. CLIENT AND PENNONI HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS PENNONI'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, PENNONI'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY PENNONI UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, PENNONI'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.  
  
IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, PENNONI AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.
15. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
16. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
17. If Client does not retain Pennoni to render construction phase services, then Client waives any claim it may have against Pennoni and agrees to indemnify, defend, and hold harmless Pennoni from any loss or liability, including attorneys fees and other defense costs, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.
18. Unless and until a court determines that Pennoni's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Pennoni's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Pennoni and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Pennoni under this paragraph, Pennoni shall have the right to select its attorneys.
19. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.
20. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.
21. Client and Pennoni waive consequential damages arising out of this Agreement.
22. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
23. Both Pennoni and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.

# PSA Renewal\_Wilkes Barre Area Sch Dist\_585986\_July from Dec\_2023\_ - CPQ-435581

## Planned Service Agreement



Johnson Controls Fire Protn LP  
6330 Hedgewood Drive  
Allentown PA18106  
USA

Proposal Presented On:  
07-12-2023



## SERVICE SOLUTION

**Customer #:** 585986  
**Wilkes Barre Area School Dist**  
**Date:** 12-Jul-23  
**Proposal #:** CPQ-435581  
**Term:** 1-Sep-23 to 30-Jun-24  
**External Contract #:** 83231 R04-JUN-2023  
**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

ALARM & DETECTION- MONITORING Total: \$600.00

## SERVICE SOLUTION

**Customer #:** 585986  
**Wilkes Barre Area School Dist**  
**Date:** 12-Jul-23  
**Proposal #:** CPQ-435581  
**Term:** 1-Sep-23 to 30-Jun-24  
**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-MVS NON PROG

MULTI-VENDOR OTHER NON PROGRAMMABLE Est. First Inspection: December

Main Fire Alarm Panel	1	Semi-Annual
Fire Alarm Battery Test (each)	1	
Annunciator	1	
Smoke Sensor Addressable	41	
Heat Detector Restorable	3	
Pull Station	20	
Audio-Visual Unit Addressable	37	
Audio-Visual Notification Conventional	6	

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

\$4,232.00



## SERVICE SOLUTION

**Customer #:**  
**Wilkes Barre Area School Dist**  
**Date: 12-Jul-23**  
**Proposal #: GPQ-435581**  
**Term: 1-Sep-23 to 30-Jun-24**  
**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	1	Semi-Annual	
Remote Power Supply/NAC Extender	1		
Fire Alarm Battery Test (each)	2		
Digital Alarm Communicator Transmitter (DACT)	1		
Annunciator	1		
Smoke Sensor Addressable	10		
Pull Station	56		
Audio-Visual Unit Addressable	38		
Audio-Visual Notification Conventional	8		

**FIRE ALARM ENHANCED - TEST & INSPECT - PLUS SYSTEM LABOR AND PANEL PARTS Total: \$3,931.11**

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

### SUMMARY OF SERVICES

#### ALARM & DETECTION- MONITORING

##### SYSTEM-FA-MVS NON PROG

Alarm signal initiated by a fire alarm control panel. Central Station will endeavor to notify the fire department and Customer when an alarm or trouble signal is received. This service includes 1- 800 toll-free signal transmission, 24-hour auto dialer test, and notification of Customer-provided Emergency Call List.

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

##### SYSTEM-FA-MVS NON PROG

##### SYSTEM-FA-SIMPLEX 4100ES

FIRE ALARM LABOR COVERAGE PLUS PANEL PART REPLACEMENT OPTION FOR LISTED FIRE ALARMSYSTEMS:

The Enhanced Plan covers inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. tests will be scheduled in advance. Includes maintenance and component replacement on the central processing unit, to include reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards and monitors associated with system. Includes general service labor Monday through Friday 8am-5pm. Replacement of the fire alarm panel, faulty wiring, ground faults, softwareupdates and peripheral devices are notcovered. Unless otherwise specified herein, batteries installed withinwireless initiating and notification peripheral devices arenot covered under this agreement. Replacement of such batteries will be at an additional cost.

DOCUMENTATION: Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found will be noted

Inspectiondocumentation provided to Customer.NOTE: Certain additional services may be required by the Authority Having Jurisdiction. Internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

#### Smoke Detector Cleaning Up To

##### SYSTEM-FA-MVS NON PROG

##### SYSTEM-FA-SIMPLEX 4100ES

DETECTOR CLEANING SMOKE DETECTORS:

Accessible smoke detection devices will be cleaned using manufacturer's recommended procedures. Devices may be dismantled to expose the smoke chamber (where applicable.) NOTE: Certain types of analog smoke sensors will be cleaned as needed per panel readings. Inspector will determine the actual devices to be cleaned based on visual inspection or panel readings.

#### Smoke Detector Sensitivity Testing

##### SYSTEM-FA-MVS NON PROG

##### SYSTEM-FA-SIMPLEX 4100ES

SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:

Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity

## SERVICE SOLUTION

testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Ex cludes duct smoke detectors.

### Customer Portal (Basic)

**SYSTEM-FA-MVS NON PROG**  
**SYSTEM-FA-SIMPLEX 4100ES**

Basic Customer Portal functionality will be provided.

### Remote Service Support

**SYSTEM-FA-MVS NON PROG**  
**SYSTEM-FA-SIMPLEX 4100ES**

Remote Service Support package includes telephone support Monday through Friday, 8:00 am ET to 8:00 pm ET. Our technical support specialists have extensive experience to help troubleshoot problems with Fire Alarm Systems, Connected Sprinkler Systems and S ecurity Systems including CCTV and access control. Common scenarios include timer test issues, clear/reset trouble conditions or add/delete user codes. Our technicians' focus on resolution will help ensure your service levels are successfully met while at the same time reducing the required on-site technical assistance. To reach one of our support specialists, please dial 800-746-7539.

The RSS team cannot help with the disqualifying conditions such as reconnecting or adding devices, damaged wiring, damaged equipment, or remounting devices.

## 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-Sep-23** (the "Effective Date") to **30-Jun-24** (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: \$8,763.11 - Proposal #: CPQ-435581

### PAYMENT SUMMARY:

Year	PSA Charges
1	\$8,763.11

**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.

**NOTE: CONTRACTS BEGIN ON SEPTEMBER 1 THIS YEAR AND END ON JUNE 30 IN ORDER TO HAVE A JULY 1 START GOING FORWARD. INSPECTION DATES ARE DECEMBER AND JUNE GOING FORWARD.**

## SERVICE SOLUTION

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment is due upon receipt, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank 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:	<input type="checkbox"/> NO: This signed contract satisfies requirement
	<input type="checkbox"/> YES: Please reference this PO Number: _____
AR Invoices are accepted via e-mail:	<input type="checkbox"/> YES: E-mail address to be used: _____
	<input type="checkbox"/> NO: Please submit invoices via mail
	<input type="checkbox"/> NO: Please submit invoices via _____

### Wilkes Barre Area School Dist

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

### Johnson Controls Fire Protection LP

Authorized Signature: Julia Ann Strong

Print Name: Julie Strong

Title: Customer Care Sales Rep

Phone #: 484-226-5762

Fax #: \_\_\_\_\_

License #: \_\_\_\_\_  
(if applicable)

Date: 7-12-2023

# 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.

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. 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. 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 for Services performed on-site at Customer's premises 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 18 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, cyberattacks 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.

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 18 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 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 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. Covid-19 Vaccination.** Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

**17. 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 18.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 JCI 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 particular 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 JCI 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 JCI at JCI'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 JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI 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 Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 20 (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 <https://www.johnsoncontrols.com/buildings/legal/digital/general/tos>.

18. 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 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 JCI 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 CUSTOMER OR ANY THIRD PARTY. 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 18 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 18 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 18:

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 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 (DAC), 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 18.

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 NONTRADITIONAL 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 UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACKUP 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

19. 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.

20. Software and Digital Services. 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 <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). 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 and unless otherwise agreed to by the parties in writing, 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 herein. 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. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI'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 will be subject to additional fees based on the date such excess use began.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. Force Majeure, Exclusions.** 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 or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**26. 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-JCI 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 System(s) and JCI 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 JCI at JCI'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.

**27. 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.

**28. Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**29. 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.

**30. 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.

**31. One-Year Limitation on Actions; Choice of Law.** For Customers located in the United

States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**32. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

**33. 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 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.

**34. Headings.** The headings in this Agreement are for convenience only.

**35. 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.

**36. 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.

37. **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.

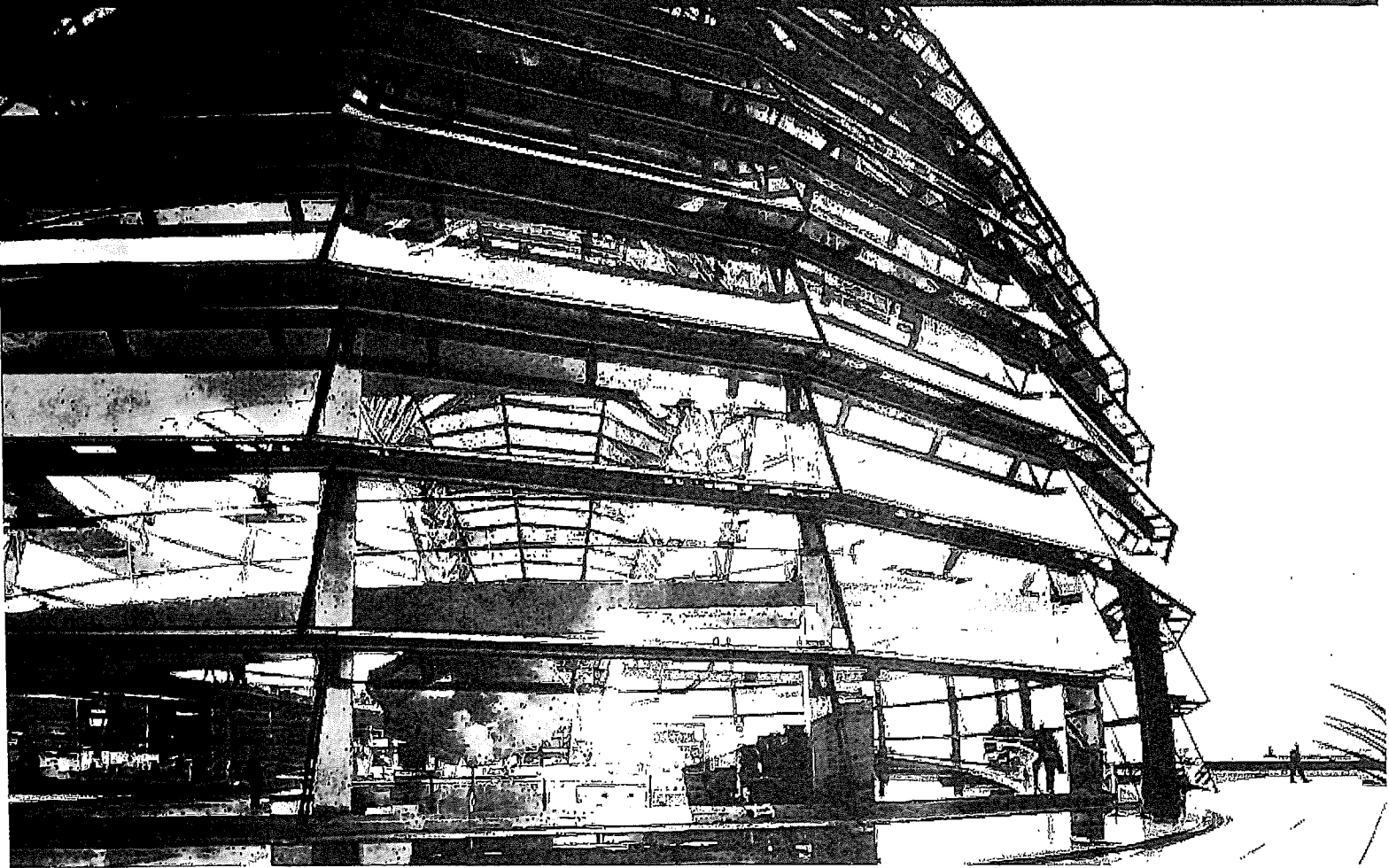
38. **Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

39. **Privacy.** A. **Company as Processor:** 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](http://www.johnsoncontrols.com/dpa) shall apply. B. **Company as Controller:** 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.

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 the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.

# Wilkes Barre Area SD 585986 September 2023 - CPQ-434881

## Planned Service Agreement



Johnson Controls Fire Protn LP  
6330 Hedgewood Drive  
Allentown PA18106  
USA

Proposal Presented On:  
07-11-2023



## SERVICE SOLUTION

**Customer #:** 585986  
**Wilkes Barre Area School Dist**  
**Date:** 11-Jul-23  
**Proposal #:** CPQ-434881  
**Term:** 1-Sep-23 to 30-Jun-24  
**External Contract #:** 81495  
**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

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**INVESTMENT SUMMARY**  
(Service Solution Valid for 30 Days)

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SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-FA-SIMPLEX 4100U			
SIMPLEX PROG 4100U SYSTEM		Est. First Inspection: December	
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery Test (each)	1		
Digital Alarm Communicator Transmitter (DACT)	1		
Annunciator	1		
Smoke Sensor Addressable	9		
Pull Station	34		
Audio-Visual Unit Addressable	31		
Audio-Visual Notification Conventional	3		
FIRE ALARM ENHANCED - TEST & INSPECT - PLUS SYSTEM LABOR AND PANEL PARTS Total:			\$3,498.70

## SERVICE SOLUTION

**Customer #:** 585986  
**Wilkes Barre Area School Dist**  
**Date:** 11-Jul-23  
**Proposal #:** QPQ-434881  
**Term:** 1-Sep-23 to 30-Jun-24  
**External Contract #:** 84366  
**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:**  
 Julie 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-RADIONICS

##### RADIONICS FIRE ALARM SYSTEM

Est. First Inspection: December

Main Fire Alarm Panel		1	Semi-Annual
Fire Alarm Battery Test (each)	2		
Digital Alarm Communicator Transmitter (DACT)	1		
Smoke Detector Conventional -Computer Room	4		
Heat Detector Restorable	16		
Pull Station	15		
Audio-Visual Unit Addressable	15		

**FIRE ALARM ENHANCED - TEST & INSPECT - PLUS SYSTEM LABOR AND PANEL PARTS Total:** \$8,134.65



## SERVICE SOLUTION

**Customer #:** 585986  
**Wilkes Barre Area School Dist**  
**Date:** 11-Jul-23  
**Proposal #:** GPQ-434881  
**Term:** 1-Sep-23 to 30-Jun-24  
**External Contract #:** 71036  
**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-Meyers High School  
341 Carey Ave, Meyers High School  
Wilkes Barre, PA 18702-2123

**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: December

Main Fire Alarm Panel	1	Semi-Annual
Fire Alarm Battery Test (each)	1	
Digital Alarm Communicator Transmitter (DACT)	1	
Smoke Sensor Addressable	1	
Pull Station	50	
Audio-Visual Unit Addressable	40	

**FIRE ALARM ENHANCED - TEST & INSPECT - PLUS SYSTEM LABOR AND PANEL PARTS Total:** \$3,558.77

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

### SUMMARY OF SERVICES

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

**SYSTEM-FA-SIMPLEX 4100U**

**SYSTEM-FA-SIMPLEX 4100ES**

**SYSTEM-FA-RADIONICS**

**FIRE ALARM LABOR COVERAGE PLUS PANEL PART REPLACEMENT OPTION FOR LISTED FIRE ALARM SYSTEMS:**

The Enhanced Plan covers inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Includes maintenance and component replacement on the central processing unit, to include reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards and monitors associated with system. Includes general service labor Monday through Friday 8am-5pm. Replacement of the fire alarm panel, faulty wiring, ground faults, software updates and peripheral devices are not covered. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

**DOCUMENTATION:** Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found will be noted

Inspection documentation provided to Customer. **NOTE:** Certain additional services may be required by the Authority Having Jurisdiction. Internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

#### Smoke Detector Cleaning Up To

**SYSTEM-FA-SIMPLEX 4100U**

**SYSTEM-FA-SIMPLEX 4100ES**

**SYSTEM-FA-RADIONICS**

**DETECTOR CLEANING SMOKE DETECTORS:**

Accessible smoke detection devices will be cleaned using manufacturer's recommended procedures. Devices may be dismantled to expose the smoke chamber (where applicable.) **NOTE:** Certain types of analog smoke sensors will be cleaned as needed per panel readings. Inspector will determine the actual devices to be cleaned based on visual inspection or panel readings.

#### Smoke Detector Sensitivity Testing

**SYSTEM-FA-SIMPLEX 4100U**

**SYSTEM-FA-SIMPLEX 4100ES**

**SYSTEM-FA-RADIONICS**

**SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:**

Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. **NOTE:** Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Excludes duct smoke detectors.

## SERVICE SOLUTION

### Customer Portal (Basic)

SYSTEM-FA-SIMPLEX 4100U  
SYSTEM-FA-SIMPLEX 4100ES  
SYSTEM-FA-RADIONICS

Basic Customer Portal functionality will be provided.

### Remote Service Support

SYSTEM-FA-SIMPLEX 4100U  
SYSTEM-FA-SIMPLEX 4100ES  
SYSTEM-FA-RADIONICS

Remote Service Support package includes telephone support Monday through Friday, 8:00 am ET to 8:00 pm ET. Our technical support specialists have extensive experience to help troubleshoot problems with Fire Alarm Systems, Connected Sprinkler Systems and Security Systems including CCTV and access control. Common scenarios include timer test issues, clear/reset trouble conditions or add/delete user codes. Our technicians' focus on resolution will help ensure your service levels are successfully met while at the same time reducing the required on-site technical assistance. To reach one of our support specialists, please dial 800-746-7539.

The RSS team cannot help with the disqualifying conditions such as reconnecting or adding devices, damaged wiring, damaged equipment, or remounting devices.



## 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-Sep-23** (the "Effective Date") to **30-Jun-24** (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: \$15,192.12 - Proposal #: CPQ-434881

### PAYMENT SUMMARY:

Year	PSA Charges
1	\$15,192.12

**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.

**NOTE: CONTRACTS BEGIN ON SEPTEMBER 1 THIS YEAR AND END ON JUNE 30 IN ORDER TO HAVE A JULY 1 START GOING FORWARD. INSPECTION DATES ARE DECEMBER AND JUNE GOING FORWARD.**



## SERVICE SOLUTION

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment is due upon receipt, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forthcoming 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: \_\_\_\_\_

AR Invoices are accepted via e-mail: ☐ YES: E-mail address to be used: \_\_\_\_\_  
☐ NO: Please submit invoices via mail  
☐ NO: Please submit invoices via \_\_\_\_\_

Wilkes Barre Area School Dist	Johnson Controls Fire Protection LP
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: <u>Julie Strong</u>
Title: _____	Title: <u>Customer Care Sales Rep</u>
Phone #: _____	Phone #: <u>484-226-5762</u>
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: <u>7-12-2023</u>

## 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.

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. 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. 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 for Services performed on-site at Customer's premises 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 18 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, cyberattacks 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.

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 18 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 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 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. Covid-19 Vaccination.** Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer-purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

**17. 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 18.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 JCI 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 particular 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 JCI 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 JCI at JCI'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 JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI 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 Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 20 (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 <https://www.johnsoncontrols.com/buildings/legal/digital/general-terms>.

18. 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 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 JCI 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 CUSTOMER OR ANY THIRD PARTY. 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 18 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 18 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 18:

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 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 18.

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 NONTRADITIONAL 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 UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACKUP 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.

19. 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.

20. Software and Digital Services. 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 <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). 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 and unless otherwise agreed to by the parties in writing, 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 herein. 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. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's thenapplicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

21. **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.

22. **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.

23. **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.

24. **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.

25. **Force Majeure, Exclusions.** 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 or other costs and expenses incurred by Company in connection with the Force Majeure Event.

26. **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-JCI 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 18 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI 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 JCI at JCI'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.

27. **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.

28. **Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

29. **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.

30. **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.

31. **One-Year Limitation on Actions; Choice of Law.** For Customers located in the United

States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

32. **Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

33. **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 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.

34. **Headings.** The headings in this Agreement are for convenience only.

35. **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.

36. **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.

37. **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.

38. **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.

39. **Privacy.** A. **Company as Processor:** 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](http://www.johnsoncontrols.com/dpa) shall apply. B. **Company as Controller:** 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.

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 the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.





PREPARED FOR  
Wilkes-Barre Area School  
District  
PREPARED BY  
Kevin Brislin  
Account Manager  
Karen Toczek  
Inside Support Representative

# VMware vSphere Essentials

Quote #038001 v1

July 17, 2023

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This is a test.

Software

Description	Price	Qty	Ext. Price
VS8-ESP-KIT-A ACADEMIC VMWARE VSPHERE 8 ESSENTIALS PLUS KIT FOR 3 HOSTS (MAX 2 PROCESSORS PER HOST)	\$2,553.00	1	\$2,553.00
VS8-ESP-KIT-P ACADEMIC PRODUCTION SUPPORT/SUBSCRIPTION FOR -SSS-A VMWARE VSPHERE 8 ESSENTIALS PLUS KIT FOR 3 HOSTS (MAX 2 PROCESSORS PER HOST) FOR 1 YEAR	\$982.60	5	\$4,913.00
Subtotal:			\$7,466.00

per PEPPM

Please note, service invoicing will be processed weekly or monthly, depending on size and scope of project.



## VMware vSphere Essentials

### Prepared by:

#### IntegraONE

Kevin Brislin  
kbrislin@integraone.com  
570-714-5005 x5204

Karen Toczek  
ktoczek@integraone.com  
(484) 223-3480 x1150

### Prepared for:

#### Wilkes-Barre Area School District

Purchasing Dept.  
730 South Main St.  
Wilkes-Barre, PA 18711  
Gene Manning  
(570) 820-3771  
gmanning@wbasd.k12.pa.us

### Quote Information:

Quote #: 038001

Version: 1

Delivery Date: 07/17/2023

Expiration Date: 08/16/2023

## Quote Summary

Description	Amount
Software	\$7,466.00

**Total: \$7,466.00**

Pricing subject to change without advanced notice from the manufacturer. Leasing rates are subject to final configuration, pricing, and credit approval. Restock fees will apply for any items returned. Returns must be made within 21 days of receipt of items unopened. Shipping fees not included. The information provided to you in this communication is regarded by IntegraONE to be Confidential and Proprietary Information. This includes the description of the materials/products for sale, the prices quoted and any description of consulting services to be performed by IntegraONE. This information shall not be disclosed or made available to any party unrelated to this agreement without our express written consent. You must also exercise reasonable care to protect this information from the unauthorized disclosure by others.

### Ship to Address:

### Additional Information:

IntegraONE

Wilkes-Barre Area School District

Signature: \_\_\_\_\_

Name: Kevin Brislin

Title: Account Manager

Date: 07/17/2023

Signature: \_\_\_\_\_

Name: Gene Manning

Date: \_\_\_\_\_



# VMware Server Replacement

July 10, 2023

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HPE

Description	Price	Qty	Ext. Price
HPE	\$114,985.00	1	\$114,985.00
HPE NS dHCI with Alletra 6000 Config Trk		1	
HPE DL360 Gen10+ 8SFF NC CTO Svr		3	
DL360 Gen10 Plus 8SFF CTO Server		3	
INT Xeon-G 6326 CPU for HPE		3	
Factory Integrated		3	
HPE 32GB 2Rx4 PC4-3200AA-R Smart Kit		24	
Factory Integrated		24	
HPE DL360 Gen10+ 8SFF SAS/SATA BC BP Kit		3	
Factory integrated		3	
HPE NS204i-p Gen10+ Boot Ctrlr		3	
Factory Integrated		3	
BCM 57414 10/25GbE 2p SFP28 Adptr		3	
Factory Integrated		3	
BCM 57414 10/25GbE 2p SFP28 OCP3 Adptr		3	
Factory Integrated		3	
HPE DL36x Gen10+ High Perf Fan Kit		3	
Factory integrated		3	
HPE 800W FS Plat Ht Plg LH Pwr Sply Kit		6	
HPE 800W II FS Plat HtPlg Pwr Supply Kit		6	
HPE iLO Adv 1-svr Lic 3yr Support		3	
Factory Integrated		3	
HPE 1U Gen10 Bezel Kit		3	
Factory Integrated		3	
HPE Bezel Lock Kit		3	
Factory Integrated		3	

HPE

Description	Price	Qty	Ext. Price
HPE Gen10 Plus TPM BR Module Kit		3	
Factory Integrated		3	
HPE Gen10+ Intrusion Detection Kit		3	
Factory Integrated		3	
HPE DL360 Gen10+ High Perf Heat Sink Kit		3	
Factory integrated		3	
HPE DL300 G10+ 1U SFF Easy Inst Rail Kit		3	
Factory integrated		3	
HPE DL300 Gen10+ 1U CMA for Rail Kit		3	
Factory integrated		3	
HPE NS dHCI w/ Add Cust ESXi 7.0 FIO SW		3	
HPE SN2010M 18SFP28 4QSFP28 P2C Swch		1	
HPE X120 1G SFP RJ45 T Transceiver		8	
HPE 25Gb SFP28 SR 30m XCVR		4	
HPE SN2010M 18SFP28 4QSFP28 P2C Swch		1	
Aruba 10G SFP+ to SFP+ 3m DAC Cable		4	
HPE X240 100G QSFP28 1m DAC Cable		2	
HPE SN2100M Rack Installation Kit		1	
HPE 25Gb SFP28 to SFP28 3m DAC		12	
HPE Premier Flex LC/LC OM4 2f 2m Cbl		4	
HPE 5Y Tech Care Essential SVC		1	
HPE Proliant DL360 Gen10+ Support		3	
HPE iLO Advanced Non Blade Support		3	
HPE SN2010M 25GbE Switch Support		2	
HPE 3.0M Blue CAT6 STP Cable Data		10	
HPE Technical Installation Startup SVC		1	

HPE

Description	Price	Qty	Ext. Price
HPE Nimble Storage dHCI Base Deploy SVC		1	
HPE Installation Comm Svrs Hourly SVC		1	
HPE NS dHCI with Alletra 6010 CTO Array		1	
HPE Alletra 6000 2x10/25GbE 2p FIO Adpr		1	
HPE Alletra 6000 SFP28 100m FIO XCVR		2	
HPE Alletra 6000 23TB 12x1.92TB FIO Bdl		1	
HPE C13 - C14 2m WW PDU FIO Pwr Cord		4	
HPE Alletra Tier 1 Storage Array Std Trk		1	
HPE Alletra 6000/H 4x800W FIO AC PS Kit		1	
HPE NS dHCI NOS PG for ESXi 7.0 FIO SW		1	
HPE Alletra 6000 SW/Sup SaaS		1	
5yr Subscription		153	
HPE 5Y Tech Care Essential SVC		1	
HPE Alletra 6000 2x10/25GbE 2p Kit Supp		1	
HPE Alletra 6010 Base Array Supp		1	
HPE Alletra 6000 AF 23TB NVMe Bdl Supp		1	

Subtotal: \$114,985.00

Services

Description	Price	Qty	Ext. Price
IntegraONE Professional Services- VM Migatlon Services for 18 VM's	\$1,620.00	1	\$1,620.00
-VM Migatlon Services for 18 VM's			

Subtotal: \$1,620.00





## VMware Server Replacement

### Prepared by:

#### IntegraONE

Kevin Brislin  
kbrislin@integraone.com  
570-714-5005 x5204

Karen Toczek  
ktoczek@integraone.com  
(484) 223-3480 x1150

### Prepared for:

#### Wilkes-Barre Area School District

Purchasing Dept.  
730 South Main St.  
Wilkes-Barre, PA 18711  
Gene Manning  
(570) 820-3771  
gmanning@wbasd.k12.pa.us

### Quote Information:

Quote #: 032069

Version: 5

Delivery Date: 07/10/2023

Expiration Date: 10/02/2023

## Quote Summary

Description	Amount
HPE	\$114,985.00
Services	\$1,620.00
<b>Total:</b>	<b>\$116,605.00</b>

Pricing subject to change without advanced notice from the manufacturer. Leasing rates are subject to final configuration, pricing, and credit approval.

Restock fees will apply for any items returned. Returns must be made within 21 days of receipt of items unopened. Shipping fees not included. The information provided to you in this communication is regarded by IntegraONE to be Confidential and Proprietary Information. This includes the description of the materials/products for sale, the prices quoted, and any description of consulting services to be performed by IntegraONE. This information shall not be disclosed or made available to any party unrelated to this agreement without our express written consent. You must also exercise reasonable care to protect this information from the unauthorized disclosure by others.

### Ship to Address:

### Additional Information:

IntegraONE

Wilkes-Barre Area School District

Signature: \_\_\_\_\_

Name: Kevin Brislin

Title: Account Manager

Date: 07/10/2023

Signature: \_\_\_\_\_

Name: Gene Manning

Date: \_\_\_\_\_



## 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 Sterling Glass Inc.to replace the glass at the following cost: **"Exhibit P"**

Heights Elementary School			
	4	Replace broken glass - approx. 63" X 98"	
			\$7,500.00
Kistler Elementary School			
	1	Replace broken glass approx. 58" X 20"	
	1	Replace broken glass approx. 84" X 36"	
	1	Replace broken glass approx. 78" X 36"	
			\$2,900.00
GAR Middle School			
	1	Replace broken glass approx. 28" X 36"	
			\$1,350.00

2. That approval be given to accept the proposal from United hearing and Air Conditioning, Inc. Inc.to install a Halsey Taylor HTHB-HAC-RF Retro Fit Filtered Bottle Filling Station at the High School at a cost of \$2,930.00. **"Exhibit Q"**

---

 Warren Faust, Chairperson



Sterling Glass Inc.  
1101 Penn Avenue  
Scranton, Pa 18509

Telephone: 570-955-5132  
Fax: 570-955-5143  
[mrobinson@sterlingglassinc.com](mailto:mrobinson@sterlingglassinc.com)

## QUOTING SHEET

Date: August 2, 2023.

From: Mike Robinson

Project Name: Heights Murray glass replacement

Location: Wilkes Barre, Pa.

**We are pleased to quote the following:**

### Scope of work:

4ea Replace broken glass in existing framing, approximately 63" x 98".

Base

**\$7,500.00**

-Tax Included-

### Alternate 1

**Scope of work: If done with glass above. Add to Base: \$12,150.00**

9ea Replace fogged glass in existing framing, approximately 63" x 98".

3ea Replace fogged glass in existing framing, approximately 63" x 46".

### Alternate 2, Kissler

**Scope of work: Add to Base: \$2,900.00**

1ea Replace broken glass in existing framing, approximately 58" x 20".

1ea Replace broken glass in existing framing, approximately 84" x 36".

1ea Replace broken glass in existing framing, approximately 78" x 36".

### We include:

Glass to be bronze 1" insulated.

### Alternate 3, GAR

**Scope of work: Add to Base: \$1,350.00**

1ea Replace broken glass in existing framing, approximately 28" x 73".

### We include:

Glass to be ¼" bronze laminated.

**Given the building material cost inflation, this quote is good for 30 days.**

**Any material released to order after this time is subject to re-quote.**

### Exclusions:

Master keyed cylinders, patching, sanding, priming, permits, painting, temporary enclosures, temporary doors, protection from and replacement of damage or breakage by others, final cleaning or any other item or service not specifically mentioned above. Fire rated frames. Verification of substrate of other trades. Payment and performance bonds. Liquidated damages.

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



**COMMERCIAL**  
**INDUSTRIAL**



**180 IMPORT RD., PITTSTON TWP., PA 18640**

**info@unitedheatingpa.com**

"EXHIBIT Q" ✓

**Phone: 570-655-7882**

**Fax: 570-655-7884**

August 8, 2023

Mr. Mike Krzywicki  
Wilkes-Barre Area School District  
Plains, PA 18705

Re: Retrofitting Bottle Filling Station on Existing Halsey Taylor Water Cooler at the New High School  
Document# WBASP823

Dear Mr. Krzywicki:

Thank you for the opportunity to quote on the installation at the New High School.

We will supply and install One (1) Halsey Taylor HTHB-HAC-RF Retro Fit Filtered Bottle Filling Station. This will require us to dismantle the existing water cooler and remove the top. Then we will install the new bottle filling station and connect the new water filter, drain lines and electrical. We will test and set up the unit and test operation and place in service.

The cost for this installation will be Two Thousand Nine Hundred Thirty Dollars (\$2,930.00)

**Delivery:** 2 - 3 Weeks ARO

**Payment Terms:** Net 30 Days

**Exclusions:** Permits and any work other than what is listed above.

Please call if any further information or assistance is needed on this project.

Sincerely,



Joseph Horn  
President





PERSONNEL COMMITTEE

Dr. James Susek, Chairperson

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

The Personnel Committee respectfully submits the following report and recommendations.

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

**A. Agreement**

1. That approval be given to the Affiliated Site Agreement between the Wilkes-Barre Area School District and Marywood University subject to the review and approval of the Wilkes-Barre Area School District Solicitor.
2. That approval be given to the Affiliated Site Agreement between the Wilkes-Barre Area School District and University of Northern Colorado. **"EXHIBIT R"**

**B. Act 93**

1. That **Sharida Walker** be appointed an Assistant Principal effective August 1, 2023.
2. That **Erik O'Day** be appointed an Assistant Principal effective August 1, 2023.
3. That **Christopher Anthony** be appointed an Assistant Principal effective August 1, 2023.
4. That **employee #51500** be terminated effective June 30, 2023.
5. That **Kaitlyn Camillocci** be appointed a School Resource Officer at Group E minimum salary.
6. That **Michelle Moore** be appointed a PCCD Funded Year to Year School Resource Officer at Group E minimum salary.
7. That Due to the need for State required School Safety & Security Site Assessments and revisions of Emergency Operation Plans and Threat Assessment Services as well as the availability of a funding source, School Resource Officers will receive a \$5,000 stipend for participation in the satisfactory completion of these tasks. Stipend for partial participation will be prorated.

Officer Barry Jacob  
Officer Jim Sheridan

Officer Ed Mishanski  
Officer Carol Davenport



PERSONNEL COMMITTEE

Dr. James Susek, Chairperson

Officer Brett Smith  
Officer Jeffrey Lutz

Officer Kaitlyn Camillocci  
Officer David Sobocinski

**C. Professionals**

1. That the resignation of **Jasmine Davis** be accepted effective on or before the completion of the 60 day hold period.
2. That the resignation of **Collen Beavers** be accepted effective on or before the completion of the 60 day hold period.
3. That **Patrick O'Hara's** request for a sabbatical for the 2023-2024 school year be approved.
4. That **Holly Volch's** request for a sabbatical for the 2023-2024 school year be approved.
5. That **Ashley Altavilla's** request for a sabbatical for the 2023-2024 school year be approved.
6. That **John Allen's** request for a sabbatical for the 1<sup>st</sup> Semester of the 2023-2024 school year be approved.
7. That the resignation of **Christopher Sedon** be accepted effective June 28, 2023.
8. That the resignation of **Jessica Allbritain** be accepted.
9. That \_\_\_\_\_ be appointed a temporary professional employee as a School Psychologist.
10. That **Deanna Hairston** be appointed a temporary professional employee as an Elementary Teacher.
11. That **Jay Williams** be appointed a temporary professional employee as an Elementary Teacher.
12. That **Jennifer Strzelczyk** be appointed a temporary professional employee as an Elementary Teacher.



PERSONNEL COMMITTEE

Dr. James Susek, Chairperson

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13. That **Summer Kubicki** be appointed a temporary professional employee as an Elementary Teacher.
14. That **Caitlin Wood** be appointed a temporary professional employee as a Special Education Teacher.
15. That \_\_\_\_\_ be appointed a Special Education Long-Term Substitute Teacher for the 2023-2024 school year.
16. That **Cassandra Merrill** be appointed a Spanish Long-Term Substitute Teacher for the 2023-2024 school year.
17. That **Jennifer Boone** be appointed an Art Long-Term Substitute Teacher for the 2023-2024 school year.
18. That **Brittany Nastawa** be appointed an Art Long-Term Substitute Teacher for the 2023-2024 school year.
19. That **Felicity Deemer** be appointed an Art Long-Term Substitute Teacher for the 2023-2024 school year.
20. That **Joshua Schiowitz** be appointed an Art Long-Term Substitute Teacher for the 2023-2024 school year.
21. That **Alyssa Cheseck** be appointed an Art Long-Term Substitute Teacher for the 2023-2024 school year.
22. That \_\_\_\_\_ be appointed a School Nurse Long-Term Substitute Teacher for the 1<sup>st</sup> Semester of the 2023-2024 school year.
23. That **Evan Musto** be appointed a Social Studies Long-Term Substitute Teacher for the 2023-2024 school year.
24. That **Kayley Nilon** be appointed a Math Long-Term Substitute Teacher for the 2023-2024 school year.
25. That **Nicole Berlew** be appointed an Elementary Long-Term Substitute Teacher for the 2023-2024 school year.



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Dr. James Susek, Chairperson

26. That **Ginger Walsh** be appointed an Elementary Long-Term Substitute Teacher for the 2023-2024 school year.
27. That **Cynthia Berry** be appointed an Elementary Long-Term Substitute Teacher for the 2023-2024 school year.
28. That **Matthew Yekel** be appointed an Elementary Long-Term Substitute Teacher for the 2023-2024 school year.
29. That **Matthew Monaghan** be appointed a Math Long-Term Substitute Teacher for the 2023-2024 school year.
30. That **Rachel Wallace** be appointed a Health and Physical Education Long-Term Substitute Teacher for the 2023-2024 school year.
31. That \_\_\_\_\_ be appointed an Elementary Long-Term Substitute Teacher for the 1<sup>st</sup> Semester of the 2023-2024 school year.

**D. Secretaries & Teachers' Associates**

1. That **Amy Magda** be appointed a 10 Month Grade 1 Secretary effective August 28, 2023.
2. That the appointment of **Kaitlyn Falcone** be amended to a Long-Term Substitute 12 Month Grade 2 Secretary effective August 28, 2023
3. That the resignation of **Sadie Schlesinger** be accepted.
4. That **Naomi Arzola-Morales'** request for an unpaid leave from September 5, 2023 through December 31, 2023 be approved.
5. That the resignation of **Derrick West** be accepted effective June 28, 2023.
6. That **Sharon Illingworth** be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
7. That **Daisy Labatch** be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.





PERSONNEL COMMITTEE

Dr. James Susek, Chairperson

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8. That **Morgan Metzler** be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
9. That **Sadie Gutierrez** be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
10. That **Jamie Rivera-Gutierrez** be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
11. That **Marcia Colleran** be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
12. That **Rebecca Garms** be appointed a Full Time Paraprofessional/PCA(s) 32.5 hours per week.
13. That **Julia Heil** be appointed a Full Time ESL Paraprofessional/PCA(s) 32.5 hours per week.
14. That \_\_\_\_\_ be appointed ESSER Part Time Teacher's Associate (Paraprofessional/PCA) 20 hours per week with a position termination date at the end of the 2023-2024 school year.
15. That \_\_\_\_\_ be appointed ESSER Part Time Teacher's Associate (Paraprofessional/PCA) 20 hours per week with a position termination date at the end of the 2023-2024 school year.
16. That \_\_\_\_\_ be appointed ESSER Part Time Teacher's Associate (Paraprofessional/PCA) 20 hours per week with a position termination date at the end of the 2023-2024 school year.
17. That \_\_\_\_\_ be appointed ESSER Part Time Teacher's Associate (Paraprofessional/PCA) 20 hours per week with a position termination date at the end of the 2023-2024 school year.

**E. Custodians, Maintenance and Housekeepers**

1. That the retirement of **Amy Petrosky** be accepted effective August 16, 2023.
2. That the retirement of **Anne Krull** be accepted effective August 23, 2023.
3. That **James Yench** be appointed a Grade I Custodian.



**PERSONNEL COMMITTEE**  
**Dr. James Susek, Chairperson**

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4. That **Isabel Romero** be appointed a Grade I Custodian.
5. That **Amanda Ferrer** be appointed an ESSER Funded Custodian with a position termination date of August 31, 2024.
6. That \_\_\_\_\_ be appointed a Housekeeper.

**F. Crossing Guard**

1. That the resignation on **Geizamar Santana** be accepted.
2. That the resignation of **Amy Magda** as Crossing Guard be accepted.
3. That \_\_\_\_\_ be appointed a Substitute Crossing Guard.
4. That \_\_\_\_\_ be appointed a Substitute Crossing Guard.
5. That \_\_\_\_\_ be appointed a Substitute Crossing Guard.
6. That \_\_\_\_\_ be appointed a Substitute Crossing Guard.
7. That \_\_\_\_\_ be appointed a Substitute Crossing Guard.

**G. Athletics**

1. That the resignation of **Josh Pstrak** be accepted for Boys Basketball Associate Head Coach (1/2 pay).
2. That the resignation of **Jill Morris** be accepted.
3. That the resignation of **Matt Davison** be accepted.
4. That the resignation of **Logan Davison** be accepted.
5. The following appointments are made for the sports season and will be continued on a season to season basis unless the post is declared vacant by the Board of School Directors. All appointments are effective upon all PDE required clearances and documents being submitted.



**PERSONNEL COMMITTEE**

**Dr. James Susek, Chairperson**

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Wrestling Girls Varsity Head Coach

Football Varsity 2nd Assistant Coach

Football Varsity 2nd Assistant Coach

Soccer Girls Junior High Head Coach

Soccer Girls Junior High Assistant Coach

Soccer Girls Junior High Volunteer Coach

Soccer Boys Junior High Assistant Coach

Cross Country Junior High Head Coach

CO-ED Volleyball Junior High Head Coach

CO-ED Volleyball Junior High Assistant Coach

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**Anthony Khalife**

**Damon Saxon**

**Kayley Nilon**

**Edward Rosengrant**

**Kelly Nilon**

**Charles Witczak**

**Glenn Zimmerman**

**Maria Santana**

**Karissa Wondolowski**

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**Dr. James Susek, Chairperson**



EDUCATIONAL AFFILIATION AGREEMENT  
 BETWEEN  
 UNIVERSITY OF NORTHERN COLORADO  
 COLLEGE OF NATURAL AND HEALTH SCIENCES  
 AND  
 WILKES-BARRE AREA HIGH SCHOOL

THIS EDUCATIONAL AFFILIATION AGREEMENT is made August 25, 2023, between the BOARD OF TRUSTEES FOR THE UNIVERSITY OF NORTHERN COLORADO, an institution of higher education organized and existing under the laws of the State of Colorado, for the use and benefit of the College of Natural and Health Sciences, with a mailing address of 501 20<sup>th</sup> Street, Campus Box 134, Greeley, Colorado 80639 ("College"), and WILKES-BARRE AREA HIGH SCHOOL, with a mailing address of 2021 Wolfpack Way, Wilkes-Barre, Pennsylvania 18705 ("Agency").

**FACTUAL RECITALS**

A. The purpose of this Agreement is to secure various clinical, practicum, or internship/externship experience sites for students enrolled in the College's accredited academic programs and/or educational requirements and/or as required for the award of a degree in a particular area of study, students must complete supervised experience.

B. College has established and is a provider of degreed programs for the education of students studying natural and health sciences identified as Athletic Training, Biological Sciences, Chemistry and Biochemistry, Communication Sciences and Disorders, Community Health, Earth Sciences, Gerontology, Human Services, Kinesiology Nutrition and Dietetics, Rehabilitation Counseling and Sciences, Mathematical Sciences, Nursing, and Physics, hereinafter referred to as "Programs", which require the educational facilities of Agency. College desires students to have clinical educational experiences that can be provided by Agency under the terms and conditions set forth in this Agreement.

C. Clinical or internship education and experience is a required and is an integral component of the College Program, and College desires that certain of its students, and when appropriate, certain of its faculty members be permitted to visit and utilize Agency's premises to afford such students and faculty the opportunity to engage clinical educational experiences.

D. College desires to enhance educational programs and clinical education of College's students by and through this Educational Affiliation Agreement because Agency recognizes the need for expansion of the educational development of healthcare professionals, and desires to make its premises available for such purposes. Agency is an established provider of such services. Agency has the facilities and professional staff appropriate for this internship.

E. The parties agree that no money will be paid by either party to the other under the terms and conditions of this Agreement and that the mutual benefits contained herein constitute sufficient consideration.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, Agency and College agree as follows:

**1. DEFINITIONS.** The following definitions apply:

1.1 "Internship" means a program of study as part of a College course or degree requirement, conducted in cooperation with the Agency, whereby students receive supervised experience and instruction in a professional setting.

1.2 "Site Supervisor" means that person employed or retained by the Agency as responsible for the development and administration of the internship affiliation with the College.

1.3 "Student" means a person enrolled in an academic program at College who is to perform the internship.

1.4 "College Supervisor" means the person employed or retained by College who is responsible for the development and administration of this internship affiliation with the Agency.

## **2. RESPONSIBILITIES OF COLLEGE**

2.1 College will plan and implement an educational program for its students, such as plan and determine the adequacy of the educational experience of its students in theoretical training, basic skills in the provision of health care, professional ethics, attitude and behavior. College will determine a student's final grade. College will notify the Agency of each student's assignment and schedule, including the dates and purpose of affiliation, the name of each student, and the level of academic preparation. Agency may approve or disapprove all schedules and assignments.

2.2 College will advise students and faculty assigned to Agency of their responsibility for complying with the policies, rules and regulations of the Agency.

2.3 College's students will maintain health insurance and be responsible for all medical expenses incurred during a clinical or internship experience, and College will provide Agency with the names, and other pertinent information about each student to be assigned to Agency at least four (4) weeks prior to the student's assignment at Agency. College will also begin and provide Agency with advanced notice of its intention to remove a student from any clinical assignment at Agency.

2.4 Under its insurance program, College's employees are provided liability insurance coverage protection from claims arising out of state and federal law. Any student working offsite as part of an intern program or work study program shall be provided general liability insurance coverage but only with respect to such a student's conduct within the scope of the intern program or work study program. A certificate evidencing the State's insurance program will be provided upon request.

2.5 Workers' compensation coverage is also provided for students who are participating in on-the-job training programs as a result of an accredited academic program and who receive no pay or remuneration from Agency.

2.6 If required by Agency, Agency will notify College that each student must obtain a personal professional and general liability insurance within Agency's required limits of \$1,000,000 per occurrence/\$3,000,000 aggregate. College will notify each student to provide to Agency a copy of said insurance requirement and further to provide any change in coverages within thirty (30) days prior to any change going into effect.

2.7 College will educate students in HIPAA confidentiality and in universal blood and body fluid precautions, and to provide a current health record showing the student's physical status and all required immunizations and vaccinations, current Mantoux method PPD, and follow-up on exposures.

2.8 College has instructed students to comply with all requirements of this Agreement in a competent and professional manner, and in compliance with applicable guidelines, laws and regulations such as JCAHO, Medicare, and other applicable agencies.

## **3. RESPONSIBILITIES OF THE AGENCY**

3.1 Agency will retain ultimate responsibility for provision of all client/patient care or patron service and that such care or service is its first priority of care to its patients or residents.

3.2 Agency will make available to assigned students, appropriate working environment, excluding living accommodations, equipment and supplies in order to provide supervised clinical educational experiences.

3.3 Agency will evaluate the performance of the College student(s) using forms provided by College. Agency will permit College students to perform services for Agency only when under the direct supervision of a registered, licensed or certified Agency caregiver in the discipline in which supervision is to be provided. Students will work, perform assignments, and participate in rounds, clinics, staff meetings, and in-service education programs at the discretion of supervisors designated by the Agency.

3.4 Agency will designate a Site Supervisor to coordinate this program and function as clinical supervisor with College's designated coordinator.

3.5 Agency will advise College in a timely manner of any serious deficiency noted in an assigned student's performance. In such event, the Agency and College will attempt to devise a plan by which the student may be assisted in achieving the stated objectives of the educational program or discharged from the program. Agency has the right to require College to withdraw any student whose health (despite reasonable accommodation) or performance is a detriment to patient, client or patron well-being or to the achievement of the objectives of the affiliation.



Agency may immediately remove from the premises any student who poses an immediate threat or danger to personnel, or property, or for unprofessional behavior.

3.6 If Agency requires criminal background checks, Agency will notify College. College shall notify each student and faculty member of this requirement prior to enrollment or participation in the Program. It shall be the responsibility of the student to ensure that (i) timely arrangements for the background checks are made; (ii) such checks are conducted in-house by Agency, or by a third party approved by Agency and (iii) the results of the background checks are forwarded directly to Agency. Student shall bear the costs associated with such checks unless otherwise agreed to by Agency.

#### **4 MUTUAL RESPONSIBILITIES OF COLLEGE AND AGENCY**

4.1 College and Agency will determine the number of students assigned to the Agency and the length of the assignment.

4.2 This Agreement does not contemplate the payment of a fee or remuneration by either party to the other. By entering into this Agreement, the parties hereto contemplate that this Agreement anticipates an independent working relationship. It does not intend that any party of one entity be or become an employee of the other party, except that to the extent that the activities performed hereunder are subject to the provisions of the Healthcare Information Portability and Accountability Act of 1996 ("HIPAA"), the student shall be deemed a member of the Agency's workforce at all times while performing the internship duties and activities.

4.3 Both parties agree that each will not discriminate on the basis of race, sex, creed, color, age, national origin, individual handicap, veteran status, sexual orientation or political affiliation in any aspect of student selection for clinical experiences or in disciplining procedures.

4.4 Both parties mutually agree to modify this Agreement to comply with the requirements of any privacy act with respect to the confidentiality of College, Agency or student confidential information, rules and safeguards for covered data and information which may be anticipated under this Agreement (covered data and information includes both paper and electronic records). Any provision of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for termination.

4.5 This Agreement will become effective upon last date of execution by the parties and will remain in effect until any provisions for termination contained herein may allow. In the event this Agreement is terminated as contemplated herein, students who are participating in the clinical learning experiences at the time of termination will be allowed to complete the experience for the then current school semester under the terms and conditions herein. Either party may terminate this Agreement at any time during its term with or without cause or by giving thirty (30) days prior written notice to the other party.

4.6 Any amendments to this Agreement will be effective only if in writing and signed by the parties hereto.

4.7 The invalidity or unenforceability of any provision of this Agreement will not affect the validity or any other provision.

4.8 It is the intent of the parties that no individual or entity be construed or considered to be an intended or implied as a thirdparty beneficiary under this Agreement. It is the express intention of the undersigned parties that any entity, other than the undersigned parties, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

4.9 No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.

4.10 For the purpose of this Agreement, the individuals identified below are hereby designated representatives of the respective parties. Either party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent:

Please complete the following information:

If to Agency:

Corry Hanson  
Wilkes-Barre Area High School  
2021 Wolfpack Wy  
Wilkes-Barre, PA 18705  
Phone: (570)881-7259  
Email: chanson@wbasd.k12.pa.us

If to College:

Dr. Kamel Haddad, Dean  
College of Natural & Health Sciences  
University of Northern Colorado  
501 20<sup>th</sup> St, Campus Box 134  
Greeley, CO 80639  
Phone: 970-351-2877

Any notice mailed in compliance with this clause will be deemed to have been given upon the earlier of receipt or three days after deposit, except that notice of change of address will not be deemed effective until actual receipt by the intended recipient.

4.11 Neither party may assign its rights or obligations hereunder without the prior written approval of the other party, which approval shall not be unreasonably withheld.

4.12 The person(s) executing this Agreement on behalf of each party warrants that such person has full authorization to execute this Agreement.

4.13 Each party may enter into similar agreements with other training institutions, provided that such agreements do not materially interfere with the ability of each party to carry out its obligations hereunder.

4.14 ~~Intentionally omitted. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado Commonwealth of Pennsylvania. Should a dispute arise, the parties agree to first resolve the issue between legal counsel, then failing resolution, to seek relief in a court of competent jurisdiction the Court of Common Pleas of Luzerne County Pennsylvania.~~

4.15 This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

THIS Educational Affiliation Agreement contains the entire understanding of the parties and supersedes any and all previous agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

<p>COLLEGE (STATE):</p> <p>Board of Trustees for the University of Northern Colorado and its College of Natural and Health Sciences</p> <p>By: _____</p> <p>Dr. Kamel Haddad, Dean                      Date</p>	<p>AGENCY: Wilkes-Barre Area High School</p> <p>By: _____</p> <p>Name    Date</p> <p>Title: _____</p>
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