SPECIAL MEETING
WARREN COUNTY SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS
MONDAY, JUNE 22, 2026
IMMEDIATELY FOLLOWING THE COMMITTEE OF THE WHOLE MEETING
CENTRAL ADMINISTRATIVE OFFICES
6820 MARKET STREET, RUSSELL, PA 16345
https://wcsdpa.zoom.us/j/97507278211
www.wcsdpa.org

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1. Opening Activities

1.1 Call to Order

1.2 Pledge of Allegiance

1.3 Roll Call

_____ Mr. Robert Cook	_____ Mrs. Bridget Schwab
_____ Mrs. Tammi Holden	_____ Mrs. Stephanie Snell
_____ Mr. Kevin Lindvay	_____ Mr. Daniel Sullivan
_____ Mr. Paul Mangione	_____ Mr. John Wortman
_____ Mrs. Misty Moore	

1.4 Reading of the Mission Statement - Mrs. Stephanie Snell

The mission of the Warren County School District is to support the personal and intellectual success and wellness of every student, every day.

1.5 Reading of the WCSD/PSBA Principles of Governance & Leadership - Mr. John Wortman

Pennsylvania school boards are committed to providing every student the opportunity to grow and achieve. Our actions, as elected and appointed board members, ultimately have both short- and long-term impact in the classroom. Therefore, we pledge that we will...

Act Ethically
- ***Never use the position for improper benefit to self or others***
- ***Avoid actual or perceived conflicts of interest***
- ***Recognize school directors do not possess any authority outside of the collective board***
- ***Accept that when a board has made a decision, it is time to move forward collectively and constructively***

1.6 Public Comment

1.7 Financial – **(Attachments # 1- 4)**

MOTION: That the Board of School Directors approves the Financial reports and authorizes the release of funds in payment of the listing of bills; further, that a copy as presented be submitted for audit.

The Warren County School District does not discriminate on the basis of sex, and prohibits sex discrimination, including sex-based harassment, in any education program or activity that it operates, as required by Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681 *et seq.*, and its regulations, 34 C.F.R. Part 106. Individuals may report concerns or questions to the District's Title IX Coordinator, Eric Mineweaser at (814) 723-6900. The District's full Title IX Notice of Nondiscrimination is located at www.wcsdpa.org.

2. New Business - Consent Agenda

2.1 Consent Agenda

MOTION: That the Board of School Directors approves the consent agenda.

2.2 Eisenhower NPDES Permit Renewal Proposal **(Attachment #5)**

MOTION: That the Board of School Directors approves a proposal from Deiss & Halmi Engineering, Inc. for engineering services at the Eisenhower sewage treatment plant, as presented.

2.3 Professional Service Agreement for the SAEMS Cafeteria Serving Line Renovation (WCSD #2701) **(Attachments #6-7)**

MOTION: That the Board of School Directors approves a professional service agreement to HRLC Architects, in an amount to not exceed the DGS Schedule, for the design and construction administration for the project known as the SAEMS Cafeteria Serving Line Renovation (WCSD # 2701), as presented.

2.4 ConnectED Services Site Marketing Agreement **(Attachment #8)**

MOTION: That the Board of School Directors approves the site marketing agreement from ConnectED Services, as presented.

2.5 U.S. OMNI & TSACG Compliance Services Plan Administration Agreement and Fee Schedule – FIN **(Attachment #9)**

MOTION: That the Board of School Directors approves the U.S. OMNI & TSACG Compliance Services Plan Administration Agreement and Fee Schedule, as presented.

2.6 Tax Exoneration - Improperly Assessed Property **(Attachment #10)**

MOTION: That the Board of School Directors exonerates the tax collector from the collection of school district taxes for parcel no. WN-008-376300-003 and parcel no. SH-003-121700-013 as requested by a resolution of the Warren County Board of Assessment Appeals, as presented.

2.7 Certificated Personnel Report – PACCA **(Attachment #11)**

MOTION: That the Board of School Directors approves the Certificated Personnel Report, as presented.

2.8 Support Personnel Report – PACCA **(Attachment #12)**

MOTION: That the Board of School Directors approves the Support Personnel Report, as presented.

2.9 WCESPA MOA - Strive Program **(Attachment #13)**

MOTION: That the Board of School Directors approves the Memorandum of Agreement between the Warren County Educational Support Personnel Association and the Warren County School District concerning the Strive Program, as presented.

2.10 Co-Curricular Supplemental Contracts and Resignations – PACCA **(Attachment #14)**

MOTION: That the Board of School Directors approves the co-curricular supplemental contracts and resignations, as presented.

2.11 Athletic Supplemental Contracts and Resignations – PACCA **(Attachment #15)**

MOTION: That the Board of School Directors approves the Athletic Supplemental Contracts and Resignations, as presented.

2.12 Dragon Nation Football Booster Organization **(Attachment #16)**

MOTION: That the Board of School Directors approves the Dragon Nation Football request to form a booster organization, as presented.

2.13 BoardDocs Data Transfer Agreement **(Attachment #17)**

MOTION: That the Board of School Directors approves the BoardDocs Data Transfer Agreement, as presented.

2.14 Total Technology BuyBack Quote **(Attachment #18)**

MOTION: That the Board of School Directors waives the requirements of Policy 6905 and approves the sale of unneeded and unused laptops and iPads to Total Technology pursuant to the attached buyback quote.

2.15 Microsoft Products and Services Agreement **(Attachment #19)**

MOTION: That the Board of School Directors approves the Microsoft products and services agreement, as presented.

2.16 Foreign Exchange Student School Acceptance Form **(Attachment #20)**

MOTION: That the Board of School Directors approves the School Acceptance Form, as presented.

2.17 Goodheart-Willcox Middle Family Consumer Science (FCS) Textbooks **(Attachments #21 - 22)**

MOTION: That the Board of School Directors approves the Goodheart-Willcox Middle Family Consumer Science (FCS) Textbooks quote, as presented.

2.18 Turnitin Quote **(Attachment #23)**

MOTION: That the Board of School Directors approves the Turnitin quote, as presented.

2.19 Tyler Technologies Amendment **(Attachment #24)**

MOTION: That the Board of School Directors approves the Tyler Technologies Amendment, as presented.

2.20 Get More Math Annual License Subscription **(Attachment #25)**

MOTION: That the Board of School Directors approves the Get More Math Annual License Subscription, as presented.

2.21 IXL Learning Site License for July 2026-July 2029 **(Attachment #26)**

MOTION: That the Board of School Directors approves the IXL Learning Sales Contract, as presented.

2.22 Curriculum Associates iReady Math Manipulative Kits **(Attachment #27)**

MOTION: That the Board of School Directors approves the Curriculum Associates iReady Math Manipulative Kits quote, as presented.

2.23 First Educational Resources Agreement **(Attachment #28)**

MOTION: That the Board of School Directors approves the First Educational Resources Agreement, as presented.

2.24 Pathful, Inc. Order Form **(Attachment #29)**

MOTION: That the Board of School Directors approves the Pathful, Inc order form, as presented, 2.25 Policy Number 5615, titled - Telephone Services - Second Reading **(Attachment #30)**

MOTION: That the Board of School Directors approves revisions to Policy Number 5615, titled - Telephone Services, on second reading, as presented.

2.26 Policy Number 3235, titled - Security of Computerized Personal Information and Breach Notification - Second Reading **(Attachment #31)**

MOTION: That the Board of School Directors approves revisions to Policy Number 3235, titled - Security of Computerized Personal Information and Breach Notification, on second reading, as presented.

2.27 Policy Number 9950, titled - Technology and Internet Safety - Second Reading **(Attachment #32)**

MOTION: That the Board of School Directors approves revisions to Policy Number 9950, titled - Technology and Internet Safety, on second reading, as presented.

2.28 Policy Number 7217, titled - Social Media - Second Reading **(Attachment #33)**

MOTION: That the Board of School Directors adopts Policy Number 7217, titled - Social Media, on second reading, as presented.

2.29 Policy Number 7231, titled - Employee Use of Electronic Devices - Second Reading **(Attachment #34)**

MOTION: That the Board of School Directors adopts Policy Number 7231, titled - Employee Use of Electronic Devices, on second reading, as presented.

3. Items Removed for Separate Action

4. Closing Activities

4.1 Adjournment

WARREN COUNTY SCHOOL DISTRICT
CENTRAL ADMINISTRATIVE OFFICES
6820 MARKET STREET
RUSSELL, PA 16345

MICHAEL KIEHL
DIRECTOR OF BUSINESS SERVICES

Fiscal Reports

June 22, 2026

Mr. President & Members
Board of School Directors

Ladies and Gentlemen:

Attached is the List of Bills (13 pages) listing for June 22, 2026, Special Board Meeting.

1) It is recommended that the following non-cash disbursements be approved:

   Warren County Recorder, Realty Transfer Tax: $880.87 (May)

2) We recommend the utility bills, Blue Cross & life insurance contracts, unemployment compensation, Social Security payments, bus contractors, gasoline, and the U.S. Postmaster be paid upon approval of Business Services.

3) We recommend all bills listed in the attached List of Bills be paid in the amount of $4,114,668.87.

   Respectfully submitted by the Administration for presentation to the Board by:

Michael R. Kiehl
Director of Business Services

ATTACHMENT #2

SELECTION CRITERIA: orgn.fund='01'
ACCOUNTING PERIOD: 12/26

FUND - 01 - GENERAL FUND

FUNCTION	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
0460	PAYROLL PAYABLE	.00	.00	.00	.00	.00	.00
1101	BEF UNRESTRICT ARRA	.00	.00	.00	.00	.00	.00
1102	BEF > 4.1% ARRA	.00	.00	.00	.00	.00	.00
1110	REGULAR ED	31,163,969.72	3,759,081.20	272,358.83	29,344,100.34	1,547,510.55	95.03
1190	OTHER INSTRUCTION	1,733,297.83	150,417.09	9,131.43	1,469,252.77	254,913.63	85.29
1191	TITLE 1 ARRA	.00	.00	.00	.00	.00	.00
1192	FEDERAL REGULAR INSTRUCT	390,833.50	4,324.74	2,747.54	144,939.55	243,146.41	37.79
1211	LIFE SKILLS SUPP PUBLIC	897,507.76	66,398.37	.00	644,595.55	252,912.21	71.82
1212	LIFE SKILLS - PRRI	.00	.00	.00	.00	.00	.00
1221	DEAF/HEARING IP SUPP	31,164.12	2,405.90	.00	26,833.67	4,330.45	86.10
1224	SP ED IU VISUALLY IP	.00	.00	.00	.00	.00	.00
1225	SP ED SPEECH	.00	.00	.00	.00	.00	.00
1231	EMOTIONAL SUPPORT -PUBLI	1,587,811.92	105,417.48	.00	1,326,899.79	260,912.13	83.57
1232	EMOTIONAL SUP	.00	.00	.00	.00	.00	.00
1233	AUTISTIC SUPPORT	1,682,673.54	85,221.27	.00	1,223,994.92	458,678.62	72.74
1241	LEARNING SUPPORT - PUBLI	4,709,028.39	408,451.30	.00	4,709,946.67	-918.28	100.02
1242	LEARNING SUPPORT - PRRI	.00	9,378.80	.00	79,752.65	-79,752.65	.00
1243	GIFTED SUPPORT	611,735.47	57,317.12	.00	509,076.49	102,658.98	83.22
1260	SP ED IU PHYSICALLY IP	42,279.38	.00	.00	1,601.28	40,678.10	3.79
1270	MULTI-HANDICAPPED SUPPOR	.00	.00	.00	.00	.00	.00
1290	SPECIAL PROG - OTHER	5,713,096.09	701,797.27	10,535.33	6,184,215.78	-481,655.02	108.43
1291	IDEA ARRA	.00	.00	.00	.00	.00	.00
1320	MARKETING	4,000.00	.00	.00	1,504.16	2,495.84	37.60
1330	HEALTH OCCUPATIONS	88,803.81	6,745.89	.00	78,546.07	10,257.74	88.45
1360	BUS ED TCHR	.00	.00	.00	.00	.00	.00
1370	TECHNICAL EDUCATION	.00	.00	.00	.00	.00	.00

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FUND - 01 - GENERAL FUND

FUNCTION	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
1380	T & I TEACHER	1,657,664.31	230,887.64	1,165.36	1,602,026.69	54,472.26	96.71
1390	VOCATIONAL	209,126.32	109,452.23	4,179.67	311,662.80	-106,716.15	151.03
1410	DRIVERS ED	.00	.00	.00	.00	.00	.00
1420	DISTRICT SUMMER SCHOOL	42,447.89	.00	.00	.00	42,447.89	.00
1430	HOMEBOUND	.00	233.96	.00	2,713.39	-2,713.39	.00
1440	ALTERNATIVE REG ED PROG	.00	.00	.00	.00	.00	.00
1441	INCARCERATED ED	.00	24,781.00	.00	24,781.00	-24,781.00	.00
1490	OTHER INSTRUCTION	5,003.30	4,140.78	66.17	11,923.39	-6,986.26	239.63
1500	NON PUBLIC SCHOOLS	67,193.88	16,951.50	1,181.41	69,916.26	-3,903.79	105.81
1610	ADLT VOC ED GRANT	.00	.00	.00	.00	.00	.00
1700	HIGHER ED PROGRAM	.00	.00	.00	.00	.00	.00
2110	SUPERVISION-STUDENT SERV	.00	.00	.00	.00	.00	.00
2111	SUPER-STUDENT SERV-HEAD	42,404.74	.00	.00	6,638.04	35,766.70	15.65
2120	GUIDANCE SERVICES	1,729,326.22	146,555.98	979.95	1,670,276.77	58,069.50	96.64
2130	ATTENDENCE SERVICES	1,854.83	.00	.00	.00	1,854.83	.00
2140	PSYCHOLOGICAL SERVICES	8,498.37	.00	.00	1,871.28	6,627.09	22.02
2141	SUPER PSYCH SERVICES	.00	.00	.00	.00	.00	.00
2142	PSYCHOLOGICAL TESTING SE	523,168.90	59,361.48	.00	454,716.02	68,452.88	86.92
2143	PSYCHOLOGICAL COUNSELING	.00	69.24	.00	680.33	-680.33	.00
2152	SPEECH PATHOLOGY	796,653.53	74,104.40	.00	659,052.27	137,601.26	82.73
2160	SOCIAL WORK SERVICES	522,790.32	60,458.93	24,280.77	413,692.77	84,816.78	83.78
2170	STUDENT ACCT SERV	94,408.42	3,754.63	.00	88,434.34	5,974.08	93.67
2190	ADMIN SUPPLEMENTAL	1,113.23	.00	.00	4,915.81	-3,802.58	441.58
2220	TECHNOLOGY SUP SERV	.00	.00	.00	.00	.00	.00
2250	LIBRARY SERVICES	718,929.93	105,799.62	2,766.93	719,781.98	-3,618.98	100.50

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FUND - 01 - GENERAL FUND

FUNCTION	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
2260	CURRICULUM SERVICES	980,544.00	69,894.61	.00	917,983.32	62,560.68	93.62
2270	PROFESSIONAL DEVELOPMENT	5,168.28	.00	.00	714.00	4,454.28	13.82
2271	INSTRUC STAFF DEV/CERTIF	119,615.57	66,836.94	.00	209,343.67	-89,728.10	175.01
2272	INSTR STAF DEV/NON CERTI	800.00	588.00	.00	1,654.80	-854.80	206.85
2275	STAFF SUPPORT	.00	.00	.00	.00	.00	.00
2280	NONPUBLIC SUPPORT SERVIC	.00	.00	.00	.00	.00	.00
2290	OTHER INSTRUC STAFF SERV	167,741.42	2,081.36	.00	95,713.36	72,028.06	57.06
2310	BOARD OF ED SERVICES	96,491.76	696.72	.00	-13,053.24	109,545.00	-13.53
2320	BOARD TREASURER	4,249.50	166.57	.00	4,164.17	85.33	97.99
2330	TAX ASSMNT/COLLECTIONS	193,372.73	22,220.50	.00	203,428.68	-10,055.95	105.20
2350	LEGAL SERVICES	205,304.34	10,868.00	.00	88,622.00	116,682.34	43.17
2360	DISTRICT ED ADMIN	298,470.45	13,469.14	515.34	272,262.83	25,692.28	91.39
2380	OFFICE OF PRINCIPAL	4,359,428.70	177,845.00	3,444.05	4,058,617.10	297,367.55	93.18
2390	ADMINISTRATIVE SVCS	104,149.28	6,063.36	341.93	88,168.91	15,638.44	84.98
2400	ABG PROF DEVELOPMENT	.00	.00	.00	.00	.00	.00
2420	MEDICAL SERVICES	334,186.42	31,563.90	.00	315,363.46	18,822.96	94.37
2430	DENTAL SERVICES	2,675.00	1,425.00	.00	1,425.00	1,250.00	53.27
2440	NURSE SRVCS	1,511,301.57	108,329.02	704.45	1,246,449.77	264,147.35	82.52
2490	OTHER HEALTH SRVCS	57,984.34	4,492.18	.00	75,618.16	-17,633.82	130.41
2511	BUSINESS SERVICES	316,135.92	15,422.50	333.88	305,312.51	10,489.53	96.68
2513	RECEIVING DISBURSING FUN	91,372.60	2,587.86	.00	71,545.66	19,826.94	78.30
2514	PAYROLL SERVICES	175,945.40	27,314.34	.00	183,790.50	-7,845.10	104.46
2515	FINANCIAL ACCT SERV	326,206.84	11,666.01	.00	298,183.86	28,022.98	91.41
2519	OTHER FISCAL SERVICES	49,975.95	.00	.00	47,629.85	2,346.10	95.31
2520	PURCHASING SERVICES	141,528.22	5,384.24	.00	132,800.28	8,727.94	93.83
2530	WAREHOUSE DISTRIB SERV	79,000.20	3,907.64	.00	77,821.77	1,178.43	98.51

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2590	OTH SUPP SERV - BUSINESS	.00	.00	.00	4,485.00	-4,485.00	.00
2611	BLDGS AND GROUNDS	280,908.15	10,674.07	.00	250,044.07	30,864.08	89.01
2619	B & G MAINT/OPER OTH SUP	779,446.91	31,915.64	.00	767,848.96	11,597.95	98.51
2620	B & G MAINTENANCE/OPERAT	6,031,420.12	354,741.59	.00	5,229,201.21	802,218.91	86.70
2630	CARE & UPKEEP OF GROUNDS	265,760.72	13,187.58	.00	265,927.93	-167.21	100.06
2640	CARE & UPKEEP OF EQUIPME	55,105.00	14,701.73	.00	72,865.04	-17,760.04	132.23
2650	VEHICLE OPER & MAINT	102,292.00	21,326.15	.00	184,656.54	-82,364.54	180.52
2660	SAFETY & SECURITY SERVIC	408,670.46	72,127.54	1,426.39	374,814.70	32,429.37	92.06
2690	OTHER OPER & MAINT PLANT	1,070.00	.00	.00	.00	1,070.00	.00
2710	STUDENT TRANSPORTATION	.00	.00	.00	2,721.69	-2,721.69	.00
2711	TRANSPORTATION MANAGER	160,106.65	5,596.51	1,160.00	140,503.61	18,443.04	88.48
2720	STUDENT TRANSP/TUTORING	6,016,746.93	108,827.01	.00	5,426,903.70	589,843.23	90.20
2750	DIST NON PUBLIC TRANSP	589,911.00	.00	.00	577,181.90	12,729.10	97.84
2813	PROGRAM EVALUATION	.00	.00	.00	.00	.00	.00
2818	SYSTEM WIDE TECH SERV	2,882,538.70	185,451.39	210,743.58	1,889,787.13	782,007.99	72.87
2831	SUPERVISION - STAFF SERV	517,382.74	18,955.62	481.97	514,266.21	2,634.56	99.49
2832	RECRUIT & PLACEMENT SERV	.00	.00	.00	.00	.00	.00
2834	NON INST STAF DEV- CERTI	180,596.57	2,559.46	.00	22,946.47	157,650.10	12.71
2835	HEALTH SERVICES	4,815.00	1,133.00	.00	15,288.00	-10,473.00	317.51
2836	NON INST STAF DEV-NO CER	116,464.50	1,490.31	.00	13,600.51	102,863.99	11.68
2843	PURCHASE PROGRAMING	3,339.68	.00	.00	.00	3,339.68	.00
2849	DIST BUS INFO	.00	.00	.00	.00	.00	.00
2850	FEDERAL LIASON	231,460.81	9,022.64	.00	218,166.12	13,294.69	94.26
2900	I U MEDIA SERVICES	107,000.00	.00	.00	79,531.64	27,468.36	74.33
2990	PASS-THRU FUNDS	.00	.00	.00	.00	.00	.00

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FUND - 01 - GENERAL FUND

FUNCTION	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
3100	FOOD SERVICE	.00	.00	.00	.00	.00	.00
3200	STUDENT ACTIVITY	204,332.07	19,740.53	8,290.86	324,252.33	-128,211.12	162.75
3201	ATHLETIC ACTIVITIES	.00	.00	.00	.00	.00	.00
3250	SCHOOL SPONSORED ATHLETI	106,240.75	11,152.67	.00	187,128.40	-80,887.65	176.14
3390	TITLE I PARENT INVOLV	15,345.00	1,492.03	854.43	14,062.43	428.14	97.21
5100	REFUND PRIOR YR RECEIVAB	.00	.00	.00	.00	.00	.00
5110	DEBT SERVICE	7,156,200.00	663,687.75	.00	7,458,154.07	-301,954.07	104.22
5120	DEBT SERV- REFUNDED BOND	.00	.00	.00	.00	.00	.00
5130	REFUND PRIOR YEAR RECEIP	.00	44,534.98	.00	44,534.98	-44,534.98	.00
5140	LEASES & OTH RIGHT USE	.00	.00	.00	.00	.00	.00
5220	GENERAL FUND TRANSFERS	911,670.13	100,000.00	.00	1,800,000.00	-888,329.87	197.44
5230	GENERAL FUND/CAPITAL TRS	775,000.00	.00	.00	1,125,000.00	-350,000.00	145.16
5240	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00	.00	.00
5410	GEN FUND INTRAFUND TRANS	.00	.00	.00	.00	.00	.00
5900	BUDGETARY RESERVE	1,160,000.00	.00	.00	.00	1,160,000.00	.00
5901	SFSG RENOVATION ARRA	.00	.00	.00	.00	.00	.00
TOTAL	GENERAL FUND	93,762,258.10	8,468,648.91	557,690.27	87,475,775.89	5,728,791.94	93.89
TOTAL REPORT		93,762,258.10	8,468,648.91	557,690.27	87,475,775.89	5,728,791.94	93.89

ATTACHMENT #3

List of Bills 06.22.26

CHECK DATE	CHECK NO	VENDOR NO	NAME	DESCRIPTION	BUDGET UNIT	ACCT	AMOUNT
06/22/26	862	16101	THE COLLEGE BOARD	EMHS AP EXAMS	01	0199.01	1,930.00
06/22/26	862	16101	THE COLLEGE BOARD	A271244831 WAHS/HOL	01	0199.04	7,193.00
06/02/26	105938	27212	S4T HOLDINGS CORP	PROF SVCS	0231000000000000	329	155.91
06/10/26	105939	60530	NUTRITION, INC	FS MGT	0231000000000000	571	(99.13)
06/10/26	105939	60530	NUTRITION, INC	FS MGT	0231000000000000	571	152,251.47
06/12/26	105940	27212	S4T HOLDINGS CORP	PROF SVCS	0231000000000000	329	101.34
06/12/26	105940	27212	S4T HOLDINGS CORP	PROF SVCS	0231000000000000	329	159.80
06/12/26	507469	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0332000005009000	519	433.55
06/12/26	507469	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0332000005000000	519	475.70
06/12/26	507469	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0332000005032000	519	2,542.58
06/12/26	507469	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0332000005001000	519	3,137.20
06/12/26	507469	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0332000005004000	519	4,171.40
06/22/26	507470	03002	ARBITER SPORTS LLC	GEN SUP/ATHLETICS	0332000005000000	610	4,360.25
06/22/26	507471	20774	D&R TRANSPORTATION,	TRANSPORTATION	0332000005001000	519	1,244.62
06/22/26	507471	20774	D&R TRANSPORTATION,	TRANSPORTATION	0332000005001000	519	1,486.23
06/22/26	507471	20774	D&R TRANSPORTATION,	TRANSPORTATION	0332000005001000	519	1,916.29
06/22/26	507472	24741	EAN SERVICES, LLC	TRANSPORTATION	0332000005000000	519	345.51
06/22/26	507472	24741	EAN SERVICES, LLC	TRANSPORTATION	0332000005000000	519	345.51
06/22/26	507472	24741	EAN SERVICES, LLC	TRANSPORTATION	0332000005000000	519	345.51
06/22/26	507472	24741	EAN SERVICES, LLC	TRANSPORTATION	0332000005000000	519	345.51
06/22/26	507472	24741	EAN SERVICES, LLC	TRANSPORTATION	0332000005000000	519	345.51
06/22/26	507472	24741	EAN SERVICES, LLC	TRANSPORTATION	0332000005000000	519	345.51
06/22/26	507473	28960	JOSEPH E ERRETT	MILEAGE	0332000005000000	580	157.33
06/22/26	507474	31765	FRANTZ & RUSSELL SA	ATHLETIC RENTAL	0332000005004000	449	391.70
06/22/26	507474	31765	FRANTZ & RUSSELL SA	ATH RENTAL/WAHS	0332000005004000	449	115.00
06/22/26	507475	43887	JOHNSON TRANSPORTAT	TRANSPORTATION	0332000005000000	519	471.52
06/22/26	507476	49236	LEWIS BUSING	MILEAGE	0332000005004000	519	50.00
06/22/26	507476	49236	LEWIS BUSING	TRANSPORTATION	0332000005004000	519	707.58
06/22/26	507476	49236	LEWIS BUSING	TRANSPORTATION	0332000005000000	519	764.42
06/22/26	507477	68987	DANE R RENWICK	MILEAGE	0332000005000000	580	184.73
06/22/26	507478	76262	JONATHAN R SITLER	MILEAGE	0332000005000000	580	81.93
06/22/26	507478	76262	JONATHAN R SITLER	MILEAGE	0332000005000000	580	153.70
06/22/26	507479	90800	WARREN BUS LINES IN	TRANSPORTATION	0332000005004000	519	753.93
06/02/26	680717	01660	ALLEGHENY PIT STOP	VAN FUEL	0127200000035000	513	2,686.56
06/02/26	680717	01660	ALLEGHENY PIT STOP	BUS FUEL	0127200000035000	513	5,121.76
06/02/26	680718	27212	S4T HOLDINGS CORP	PROF SVCS	0111100001100000	329	(422.17)
06/02/26	680718	27212	S4T HOLDINGS CORP	PROF SVCS	0111100002100000	329	(123.41)
06/02/26	680718	27212	S4T HOLDINGS CORP	PROF SVCS	0111928001132432	329	64.96
06/02/26	680718	27212	S4T HOLDINGS CORP	PROF SVCS	0111928001110432	329	300.09
06/02/26	680718	27212	S4T HOLDINGS CORP	PROF SVCS	0123800000000000	329	851.98
06/02/26	680718	27212	S4T HOLDINGS CORP	PROF SVCS	0113800002407000	329	1,786.12
06/02/26	680718	27212	S4T HOLDINGS CORP	PROF SVCS	0112900001200000	329	4,282.23
06/02/26	680718	27212	S4T HOLDINGS CORP	PROF SVCS	0112900002200000	329	6,040.02
06/02/26	680718	27212	S4T HOLDINGS CORP	PROF SVCS	0111100002100000	329	10,768.78
06/02/26	680718	27212	S4T HOLDINGS CORP	PROF SVCS	0111100001100000	329	17,471.63
06/02/26	680719	38119	HIGHMARK INC	HSA PREMIUM	0111100000000000	211	220.98
06/02/26	680720	45232	NEAL W KENT	OVRDRFT REIMBURSEME	0125140000035000	610	50.00
06/02/26	680721	87610	USHERWOOD OFFICE TE	TECH MAINT	0128180000000000	438	5,499.68
06/02/26	680722	88570	VERIZON	WAEC	0128180001110000	530	62.69
06/02/26	680722	88570	VERIZON	EES	0128180001111000	530	63.39
06/02/26	680722	88570	VERIZON	YMHS	0128180002105000	530	28.50
06/02/26	680722	88570	VERIZON	BWMS	0128180002106000	530	28.50
06/02/26	680722	88570	VERIZON	CC	0128180002407000	530	28.50
06/05/26	680723	00375	AT&T MOBILITY	VA	0128180000000000	530	1,015.10
06/05/26	680724	51000	MCI COMM SERVICE	CO FAX LINES	0128180000000000	530	40.31

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06/05/26	680725	56241	JAMIE MOORE	GEN SUP/SPEC ED	0112900001200000	610	122.99
06/05/26	680725	56241	JAMIE MOORE	TUITION/SPEC ED	0112900000000000	563	682.39
06/05/26	680726	61414	OTIS ELEVATOR CO	MAINTENANCE/WAEC	0126400001110000	432	11,054.00
06/05/26	680727	63469	PENNSYLVANIA STATE	VISION MAY	01	0470.214	3,619.39
06/08/26	680728	33810	GLADE TOWNSHIP SEWE	WAHS	0126200002104000	424	2,668.00
06/08/26	680729	57816	NATIONAL FUEL GAS C	WAHS (TERRRACE)	0126200002104000	621	68.57
06/08/26	680730	63250	PENNSYLVANIA AMERIC	BWMS (25)	0126200002106000	424	40.02
06/08/26	680731	64840	PINE GROVE TWP SEWE	CO	0126200000035000	424	324.00
06/08/26	680732	75636	SHEFFIELD TWP MUNIC	SAEMS SEWER	0126200001109000	424	72.00
06/08/26	680732	75636	SHEFFIELD TWP MUNIC	SAEMS WATER	0126200001109000	424	74.00
06/10/26	680733	08260	BLACKHAWK NEFF INC	SAEMS GYM LIGHTS	0126200001109000	431	2,232.00
06/10/26	680733	08260	BLACKHAWK NEFF INC	WAHS GYM LIGHTS	0126200002104000	431	5,952.00
06/10/26	680733	08260	BLACKHAWK NEFF INC	WAEC LED LIGHTING	0126200001110000	431	17,809.50
06/10/26	680734	61414	OTIS ELEVATOR CO	MAINT CONTRACT	0126200000000000	431	2,480.69
06/10/26	680735	63888	PERMA-BOUND	GEN SUP/EMHS 202610	0111100002101000	610	585.92
06/10/26	680735	63888	PERMA-BOUND	GEN SUP/EES 2026096	0111100001111000	610	69.94
06/10/26	680736	88383	VELOCITY NETWORK IN	SAEMS	0128180001109000	530	61.30
06/10/26	680736	88383	VELOCITY NETWORK IN	WAEC	0128180001110000	530	61.30
06/10/26	680736	88383	VELOCITY NETWORK IN	WCCC	0128180002407000	530	61.30
06/10/26	680736	88383	VELOCITY NETWORK IN	WAHS	0128180002104000	530	76.62
06/10/26	680736	88383	VELOCITY NETWORK IN	CO	0128180000000000	530	76.62
06/10/26	680736	88383	VELOCITY NETWORK IN	VA	0128180000051000	530	15.32
06/10/26	680736	88383	VELOCITY NETWORK IN	CO-B&G	0128180000000000	530	45.97
06/10/26	680736	88383	VELOCITY NETWORK IN	SAEMS	0128180002109000	530	61.29
06/10/26	680736	88383	VELOCITY NETWORK IN	EES	0128180001111000	530	61.29
06/10/26	680736	88383	VELOCITY NETWORK IN	EHS	0128180002101000	530	61.29
06/10/26	680736	88383	VELOCITY NETWORK IN	BWMS	0128180002106000	530	61.29
06/10/26	680736	88383	VELOCITY NETWORK IN	YEMS	0128180001132000	530	61.30
06/10/26	680736	88383	VELOCITY NETWORK IN	YMHS	0128180002105000	530	61.30
06/10/26	680737	89180	WCCC FOOD SERVICE	PIMS ASSURANCE MTG	0121200002407000	610	39.00
06/10/26	680738	90915	WARREN COUNTY SCHOO	APR BRD MTG BEVS	0123100000000000	630	32.50
06/10/26	680739	93030	WASTE MANAGEMENT OF	WAHS	0126200002104000	411	224.00
06/10/26	680739	93030	WASTE MANAGEMENT OF	WAHS	0126200002104000	411	505.08
06/10/26	680739	93030	WASTE MANAGEMENT OF	YES	0126200001132000	411	640.00
06/10/26	680739	93030	WASTE MANAGEMENT OF	BWMS	0126200002106000	411	712.00
06/10/26	680739	93030	WASTE MANAGEMENT OF	WAEC	0126200001110000	411	1,041.00
06/10/26	680739	93030	WASTE MANAGEMENT OF	EHS	0126200002101000	411	1,060.00
06/10/26	680739	93030	WASTE MANAGEMENT OF	SAMHS	0126200001109000	411	1,250.00
06/12/26	680740	20774	D&R TRANSPORTATION,	GASOLINE/BULK	0127200000035000	513	806.20
06/12/26	680740	20774	D&R TRANSPORTATION,	GASOLINE/BULK	0127200000035000	513	10,676.60
06/12/26	680741	27212	S4T HOLDINGS CORP	PROF SVCS	0111100001100000	329	10,590.13
06/12/26	680741	27212	S4T HOLDINGS CORP	PROF SVCS	0112900002200000	329	2,937.74
06/12/26	680741	27212	S4T HOLDINGS CORP	PROF SVCS	0112900001200000	329	3,589.31
06/12/26	680741	27212	S4T HOLDINGS CORP	PROF SVCS	0111100002100000	329	7,082.83
06/12/26	680741	27212	S4T HOLDINGS CORP	PROF SVCS	0112900002200000	329	4,717.26
06/12/26	680741	27212	S4T HOLDINGS CORP	PROF SVCS	0112900001200000	329	6,506.34
06/12/26	680741	27212	S4T HOLDINGS CORP	PROF SVCS	0113800002407000	329	1,250.30
06/12/26	680741	27212	S4T HOLDINGS CORP	PROF SVCS	0123800000000000	329	831.20
06/12/26	680741	27212	S4T HOLDINGS CORP	PROF SVCS	0113800002407000	329	1,071.67
06/12/26	680741	27212	S4T HOLDINGS CORP	PROF SVCS	0111100002100000	329	13,061.49
06/12/26	680741	27212	S4T HOLDINGS CORP	PROF SVCS	0111100001100000	329	16,657.12
06/12/26	680741	27212	S4T HOLDINGS CORP	PROF SVCS	0111928001132432	329	64.96
06/12/26	680741	27212	S4T HOLDINGS CORP	PROF SVCS	0112900002200000	329	116.91
06/12/26	680741	27212	S4T HOLDINGS CORP	PROF SVCS	0111928001110432	329	292.95
06/12/26	680741	27212	S4T HOLDINGS CORP	PROF SVCS	0123800000000000	329	477.94
06/12/26	680741	27212	S4T HOLDINGS CORP	PROF SVCS	0111100001100000	329	(646.26)

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06/12/26	680741	27212	S4T HOLDINGS CORP	PROF SVCS	0123800000000000	329	36.39
06/12/26	680742	37323	HARTREE PARTNERS, L	YMHS	0126200002105000	621	54.15
06/12/26	680742	37323	HARTREE PARTNERS, L	BWMS (25)	0126200002106000	621	117.11
06/12/26	680742	37323	HARTREE PARTNERS, L	CO	0126200000035000	621	616.07
06/12/26	680742	37323	HARTREE PARTNERS, L	YES	0126200001132000	621	649.39
06/12/26	680742	37323	HARTREE PARTNERS, L	WAEC	0126200001110000	621	666.06
06/12/26	680742	37323	HARTREE PARTNERS, L	CC	0126200002407000	621	832.57
06/12/26	680742	37323	HARTREE PARTNERS, L	SAMHS	0126200001109000	621	1,124.10
06/12/26	680742	37323	HARTREE PARTNERS, L	EMHS	0126200002101000	621	1,548.36
06/12/26	680742	37323	HARTREE PARTNERS, L	WAHS	0126200002104000	621	1,831.67
06/12/26	680743	48250	RUBY A POPE	BENEFITS REFUND	01	0493	3,139.65
06/12/26	680744	57816	NATIONAL FUEL GAS C	BWMS (25)	0126200002106000	621	94.75
06/12/26	680744	57816	NATIONAL FUEL GAS C	BWMS (25)	0126200002106000	621	30.85
06/12/26	680745	61594	PASA	DUES/ADMIN	0123600000035000	810	1,524.00
06/12/26	680746	63250	PENNSYLVANIA AMERIC	BWMS	0126200002106000	424	1,155.70
06/12/26	680747	81634	ANGELA MARINO TAYLO	RENTAL REFUND	0169100000000000	R6910	71.33
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0132000000010000	519	143.91
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0132000000001000	519	281.51
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0132000000004000	519	284.52
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0113908002407189	513	349.25
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0132000000011000	519	379.35
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0111100000001000	519	415.11
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0132000000032000	519	446.49
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0127208101132432	513	489.25
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0112900000000000	513	567.53
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0132000000009000	519	650.32
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0132000000000000	519	971.72
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0132000000006000	519	979.10
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0127208101110432	513	1,612.26
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0112430002200000	515	1,613.76
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0127208001106432	513	2,208.69
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0127208001111432	513	2,384.52
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0127208001110432	513	3,733.18
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0127200000035000	513	5,339.94
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0127200000000000	513	27,641.12
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0112900000000112	515	134.58
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0111100000004000	519	58.33
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0111100000006000	519	58.33
06/12/26	680749	86986	UNITED REFINING CO.	TRANSPORT/GASOLINE	0111100000032000	519	58.33
06/12/26	680750	88570	VERIZON	YMHS	0128180001132000	530	115.04
06/22/26	680751	00094	95 PERCENT GROUP, I	PD SVCS	0122710000000000	360	8,626.50
06/22/26	680752	00124	ADAPTIVE TECH SOLUT	GEN SUP/SPEC ED	0112900000000173	610	85.81
06/22/26	680753	00266	AAC INSTITUTE CLINI	PD SVCS/SPEC ED	0122710000000000	360	4,821.41
06/22/26	680754	00518	ACCELERATE EDUCATIO	CYBER FEES	0111100000052564	650	546.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00

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06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	175.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	175.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	175.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	175.00
06/22/26	680754	00518	ACCELERATE EDUCATIO	GEN SUP/WCSD CYBER	0111100000051564	610	75.00
06/22/26	680755	00572	ELIZABETH M ACKLIN	MILEAGE	0125150000035000	580	94.90
06/22/26	680756	01135	AIRGAS, INC	EQ RENTAL	0126200000000000	442	21.55
06/22/26	680756	01135	AIRGAS, INC	GEN SUP/CC	0113900002407000	610	269.55
06/22/26	680757	01198	JENNIFER ALBAUGH	TAX EXPENSES/CLARE	0123300000000000	311	150.00
06/22/26	680758	01273	ALERTUS TECHNOLOGIE	TECH MAINTENANCE	0128180000035000	438	5,247.00
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	86.07
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	169.13
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	22.99
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	153.81
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	23.97
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	4.98
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	51.72
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	13.95
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	38.97
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	128.94
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	23.96
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	38.00
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	43.99
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	176.99
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	25.47
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	59.84
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	35.16
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	30.58
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	116.36

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06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	30.24
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	16.18
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	10.59
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	85.48
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	19.38
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	39.70
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	6.99
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	26.85
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	46.99
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	6.84
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	24.99
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	76.27
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	48.52
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	57.98
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	83.97
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	59.12
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	55.17
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	21.84
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/EES	0111100001111000	610	21.84
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/CC	0113800002407654	610	319.84
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/REG ED	0111100000000000	610	64.71
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/REG ED	0111100000000000	610	75.15
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/REG ED	0111100000000000	610	101.36
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/REG ED	0111100000000000	610	109.08
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/REG ED	0111100000000000	610	76.50
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/REG ED	0111100000000000	610	66.06
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/REG ED	0111100000000000	610	92.00
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/REG ED	0111100000000000	610	61.47
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/WAEC	0111100001110000	610	29.98
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/SAEMS	0123800001109000	530	5.89
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/SAEMS	0123800001109000	530	178.46
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/SAEMS	0123800001109000	530	18.16
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/SAEMS	0123800001109000	530	23.99
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/SAEMS	0123800001109000	530	4.99
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/SAEMS	0123800001109000	530	9.49
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/SAEMS	0123800001109000	530	9.10
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/SAEMS	0123800001109000	530	(9.08)
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/WAEC	0111100001110000	610	26.98
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/CURRICULUM	0123900002135000	610	40.02
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/WAHS	0123800002104000	610	37.22
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/WAHS	0123800002104000	610	20.56
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/WAHS	0123800002104000	610	9.79
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/WAHS	0123800002104000	610	5.19
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/WAHS	0123800002104000	610	33.98
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/WAHS	0123800002104000	610	31.56
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/SPEC ED	0112900002200000	610	120.51
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/WAEC	0111100001110000	610	29.38
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/REG ED	0111100000000000	610	(13.78)
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/REG ED	0111100000000000	610	96.46
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/REG ED	0111100000000000	610	106.75
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/REG ED	0111100000000000	610	99.26
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/REG ED	0111100000000000	610	46.74
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/REG ED	0111100000000000	610	39.96
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/SAEMS	0126200002109000	610	415.00
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/BG	0126200000000000	610	16.89
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/REG ED	0111100000000000	610	54.76

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06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/REG ED	0111100000000000	610	63.98
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/REG ED	0111100000000000	610	48.16
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/SAEMS	0126200002109000	610	33.98
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/WAHS	0126200002104000	610	1,899.70
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/YES	0126200001132000	610	213.30
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/WAHS	0126200002104000	610	185.94
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/WAHS	0126200002104000	610	18.99
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/WAHS	0126200002104000	610	47.69
06/22/26	680760	02351	AMAZON CAPITAL SERV	GEN SUP/WAHS	0126200002104000	610	82.99
06/22/26	680761	03906	AMPLIFY EDUCATION I	IA TXTBKS/REG ED 10	0111100000000186	640	95,364.47
06/22/26	680761	03906	AMPLIFY EDUCATION I	GEN SUP/REG ED 1075	0111100000000000	610	372,300.13
06/22/26	680761	03906	AMPLIFY EDUCATION I	TECH FEES/REG ED	0111100000000000	650	14,500.00
06/22/26	680761	03906	AMPLIFY EDUCATION I	TECH FEES/REG ED	0111100000000000	650	14,500.00
06/22/26	680761	03906	AMPLIFY EDUCATION I	TECH FEES/REG ED	0111100000000000	650	14,500.00
06/22/26	680761	03906	AMPLIFY EDUCATION I	TECH FEES/REG ED	0111100000000000	650	14,500.00
06/22/26	680761	03906	AMPLIFY EDUCATION I	TECH FEES/REG ED	0111100000000000	650	15,660.00
06/22/26	680761	03906	AMPLIFY EDUCATION I	TECH FEES/REG ED	0111100000000000	650	15,660.00
06/22/26	680761	03906	AMPLIFY EDUCATION I	TECH FEES/REG ED	0111100000000000	650	145,530.00
06/22/26	680762	04588	APPLIED EDUCATIONAL	TECH MAINTENANCE	0128180000000000	438	(39,686.23)
06/22/26	680762	04588	APPLIED EDUCATIONAL	TECH MAINTENANCE	0128180000000000	438	39,686.23
06/22/26	680763	05742	B&N TROPHIES & AWAR	GEN SUP/WAHS	0123800002104000	610	600.00
06/22/26	680764	06101	ERICA B BAILEY	MILEAGE	0121600002255000	580	423.26
06/22/26	680765	06647	GREGORY D BARNETT	MILEAGE	0111100002106000	580	158.41
06/22/26	680765	06647	GREGORY D BARNETT	MILEAGE	0111100002106000	580	41.69
06/22/26	680766	07668	CAROLINE BENSON	TAX EXPENSES/GLADE	0123300000000000	311	150.00
06/22/26	680767	07760	KATHLEEN M BERTOLIN	MILEAGE	0112210001255000	580	73.23
06/22/26	680768	07885	LAURA J BIERBOWER	MILEAGE	0111100001132000	580	28.71
06/22/26	680769	09189	LINDA L BOUTELLE	TAX EXPENSES/CHERR	0123300000000000	311	150.00
06/22/26	680770	10014	NICOLE COPE	TAX EXPENSES/BROKEN	0123300000000000	311	150.00
06/22/26	680771	10623	PAMELA J BROWN	MILEAGE	0112430000050000	580	40.24
06/22/26	680771	10623	PAMELA J BROWN	MILEAGE	0112430000050000	580	43.50
06/22/26	680772	10626	MEGGI L BROWN	TAX EXPENSES	0112430000050000	580	11.60
06/22/26	680772	10626	MEGGI L BROWN	CONF REIMBURSEMENT	0112430002200000	515	343.28
06/22/26	680773	11705	MARLENE D BYLER	TAX EXPENSES/ELDRED	0123300000000000	311	150.00
06/22/26	680773	11705	MARLENE D BYLER	TAX EXPENSES/PITTSF	0123300000000000	311	150.00
06/22/26	680774	11753	CCT LABS, INC	GEN SUP/CC	0126200002407000	610	4,592.50
06/22/26	680775	11782	CSM CONSULTING INC	TECH MAINTENANCE	0128180000000000	438	16,511.93
06/22/26	680776	11788	METIRI ANALYTICAL G	SEWER TREATMENT/EHS	0126200002101000	424	1,420.93
06/22/26	680776	11788	METIRI ANALYTICAL G	SEWER TREATMENT/EHS	0126200002101000	424	1,697.25
06/22/26	680777	12280	PATRICIA A CAMERON	TAX EXPENSES/PLEASA	0123300000000000	311	150.00
06/22/26	680778	13598	CENTRAL RESTAURANT	PLANETARY MIXER/CP	0113908002407189	610	4,762.45
06/22/26	680779	14350	CHESTER COUNTY IU	TUITION/SPEC ED	0112900000000000	563	117.86
06/22/26	680780	14667	CHILDREN'S CENTER F	PROF/SVCS	0121603601100025	330	5,250.00
06/22/26	680780	14667	CHILDREN'S CENTER F	PROF SVCS	0121603601100025	330	5,250.00
06/22/26	680780	14667	CHILDREN'S CENTER F	PROF SVCS	0121603601100025	330	5,250.00
06/22/26	680780	14667	CHILDREN'S CENTER F	TUITION/SPEC ED	0112900000000000	563	4,868.75
06/22/26	680780	14667	CHILDREN'S CENTER F	TUITION/SPEC ED	0112900000000000	563	1,306.25
06/22/26	680781	15150	CLARION AREA SCHOOL	TUITION/SPEC ED	0112900000000000	563	579.92
06/22/26	680782	15254	DONNA L CLARK	TAX EXPENSES/SG TWP	0123300000000000	311	150.00
06/22/26	680783	16680	COMMONWEALTH CHARTE	TUITION/SPEC ED	0112900000000563	562	35,169.60
06/22/26	680783	16680	COMMONWEALTH CHARTE	TUITION/REG ED	0111100000000563	562	48,381.45
06/22/26	680784	20064	CULLIGAN WATER COND	SEWER TREAT/EHS	0126200002101000	424	213.43
06/22/26	680785	20774	D&R TRANSPORTATION,	TRANSPORTATION	0132000000032000	519	141.10
06/22/26	680785	20774	D&R TRANSPORTATION,	TRANSPORTATION	0112430002200000	515	276.66
06/22/26	680785	20774	D&R TRANSPORTATION,	TRANSPORTATION	0132000000004000	519	67.82
06/22/26	680785	20774	D&R TRANSPORTATION,	TRANSPORTATION	0132000000000000	519	383.14

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06/22/26	680785	20774	D&R TRANSPORTATION,	TRANSPORTATION	0132000000001000	519	276.66
06/22/26	680785	20774	D&R TRANSPORTATION,	TRANSPORTATION	0132000000011000	519	1,018.31
06/22/26	680785	20774	D&R TRANSPORTATION,	TRANSPORTATION	0132000000011000	519	138.33
06/22/26	680785	20774	D&R TRANSPORTATION,	TRANSPORTATION	0132000000001000	519	138.33
06/22/26	680785	20774	D&R TRANSPORTATION,	TRANSPORTATION	0132000000011000	519	138.33
06/22/26	680785	20774	D&R TRANSPORTATION,	TRANSPORTATION	0132000000001000	519	138.33
06/22/26	680785	20774	D&R TRANSPORTATION,	TRANSPORTATION	0132000000001000	519	138.33
06/22/26	680786	21613	ERICA SHAFFER	MILEAGE	0112900001200000	580	56.55
06/22/26	680786	21613	ERICA SHAFFER	MILEAGE	0112900001200000	580	245.05
06/22/26	680787	21847	DEERE & COMPANY	REPLACE EQUIP/BG	0126500000000000	762	19,000.83
06/22/26	680788	22123	REBECCA L DELPRINCE	MILEAGE	0121420002255000	580	44.95
06/22/26	680789	22584	DESANTIS JANITOR SU	GEN SUP/BG	0126200000000000	610	8,715.00
06/22/26	680789	22584	DESANTIS JANITOR SU	EQUIP MAINTENANCE/B	0126400002104000	432	211.29
06/22/26	680789	22584	DESANTIS JANITOR SU	GEN SUP/BG	0126200000000000	610	5,868.00
06/22/26	680790	24756	EARLY CONNECTIONS,	CDA TESTS	0113800002407662	610	2,625.00
06/22/26	680791	26598	EDUCATIONAL PRODUCT	WAREHOUSE SUPPLIES	01	0172	545.00
06/22/26	680791	26598	EDUCATIONAL PRODUCT	WAREHOUSE SUPPLIES	01	0172	345.00
06/22/26	680791	26598	EDUCATIONAL PRODUCT	WAREHOUSE SUPPLIES	01	0172	365.00
06/22/26	680792	28222	MICHELLE ENOS	TAX EXPENSES/SG BOR	0123300000000000	311	150.00
06/22/26	680792	28222	MICHELLE ENOS	TAX EXPENSES/ BL BO	0123300000000000	311	150.00
06/22/26	680793	29403	FAMILY SERVICES OF	PROF SVCS	0112903600000025	330	5,833.33
06/22/26	680793	29403	FAMILY SERVICES OF	PROF SVCS	0111100007600000	330	1,200.00
06/22/26	680793	29403	FAMILY SERVICES OF	PROF SVCS	0112903600000025	330	5,833.35
06/22/26	680794	29429	FANELLI LEGAL, LLC	PROF LEGAL SVCS	0123500000000000	330	72.00
06/22/26	680794	29429	FANELLI LEGAL, LLC	PROF LEGAL SVCS	0123500000000000	330	522.00
06/22/26	680794	29429	FANELLI LEGAL, LLC	PROF LEGAL SVCS	0123500000000000	330	216.00
06/22/26	680795	29462	FARO TECHNOLOGIES,	GEN SUP/CC	0113800002407657	610	544.00
06/22/26	680796	31088	FOLLETT CONTENT SOL	GEN SUP/EMHS	0111100002101000	610	499.82
06/22/26	680797	31181	ELIZABETH A FORD	PD REIMBURSEMENT	0122710000000000	240	1,887.00
06/22/26	680798	32017	FRONTLINE TECHNOLOG	PAYROLL FEES	0125140000035000	650	3,729.75
06/22/26	680798	32017	FRONTLINE TECHNOLOG	PAYROLL FEES	0125140000035000	650	16,681.00
06/22/26	680799	33002	APRIL GAZALIE	TAX EXPENSES/DEERFI	0123300000000000	311	150.00
06/22/26	680800	34077	MATTHEW L GLOVER	MILEAGE	0124200001255000	580	86.71
06/22/26	680801	34886	GOVCONNECTION, INC	TECH MAINT	0128180000000000	438	125.18
06/22/26	680802	34920	W W GRAINGER INC	GEN SUP/WAHS	0126200002104000	610	562.56
06/22/26	680802	34920	W W GRAINGER INC	GEN SUP/EES	0126200001111000	610	961.76
06/22/26	680802	34920	W W GRAINGER INC	GEN SUP/WAHS	0126200002104000	610	184.72
06/22/26	680802	34920	W W GRAINGER INC	GEN SUP/WAHS	0126200002104000	610	367.03
06/22/26	680802	34920	W W GRAINGER INC	GEN SUP/BG	0126200001132000	610	314.66
06/22/26	680802	34920	W W GRAINGER INC	GEN SUP/WAHS	0126200002104000	610	653.76
06/22/26	680802	34920	W W GRAINGER INC	GEN SUP/YES	0126200001132000	610	382.58
06/22/26	680802	34920	W W GRAINGER INC	GEN SUP/BG	0126200000000000	610	382.58
06/22/26	680802	34920	W W GRAINGER INC	GEN SUP/BG	0126200000000000	610	(382.58)
06/22/26	680803	35720	GROVE CITY AREA SCH	TUITION/SPEC ED	0112900000000000	563	4,040.00
06/22/26	680804	38799	PATRICIA A HAWLEY-M	MILEAGE	0112900002200000	580	178.28
06/22/26	680805	38801	HORNER FAMILY PRACT	PROF SVCS	0112900000000173	323	110.00
06/22/26	680806	39270	HULL ELECTRIC INC	GEN SUP/EMHS	0126200002101000	610	9,500.00
06/22/26	680806	39270	HULL ELECTRIC INC	GEN SUP/WAEC	0126200001110000	610	132.28
06/22/26	680806	39270	HULL ELECTRIC INC	GEN SUP/WAEC	0126200001110000	610	24.34
06/22/26	680806	39270	HULL ELECTRIC INC	GEN SUP/WAEC	0126200001110000	610	329.89
06/22/26	680807	40260	INSIGHT PA CYBER CH	TUITION/SPEC ED	0112900000000563	562	2,344.65
06/22/26	680807	40260	INSIGHT PA CYBER CH	TUITION/REG ED	0111100000000563	562	2,481.12
06/22/26	680808	41100	INTERNATIONAL ACADE	WCSD CYBER FEES	0111100000051564	650	1,106.00
06/22/26	680808	41100	INTERNATIONAL ACADE	WCSD CYBER FEES	0111100000051564	650	711.00
06/22/26	680808	41100	INTERNATIONAL ACADE	WCSD CYBER FEES CR	0111100000051564	650	(711.00)
06/22/26	680808	41100	INTERNATIONAL ACADE	WCSD CYB TECH FEES	0111100000051564	650	948.00

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06/22/26	680808	41100	INTERNATIONAL ACADE	WCSD CYBER TECH FEE	0111100000051564	650	711.00
06/22/26	680809	42518	JAMF SOFTWARE LLC	TECH MAINTENANCE	0128180000000000	438	80.00
06/22/26	680809	42518	JAMF SOFTWARE LLC	TECH MAINTENANCE	0128180000000000	438	6,000.00
06/22/26	680809	42518	JAMF SOFTWARE LLC	TECH MAINTENANCE	0128180000000000	438	240.00
06/22/26	680810	42689	JANITORS SUPPLY CO,	EQUIP MAINTENANCE	0126400000035000	432	2,070.06
06/22/26	680810	42689	JANITORS SUPPLY CO,	GEN SUP/BG	0126200000000000	610	118.65
06/22/26	680810	42689	JANITORS SUPPLY CO,	GEN SUP/BG	0126200000000000	610	12,216.30
06/22/26	680810	42689	JANITORS SUPPLY CO,	REPLACE EQUIPMT/BG	0126200000000000	762	23,613.10
06/22/26	680810	42689	JANITORS SUPPLY CO,	GEN SUP/BG	0126200000000000	610	1,422.90
06/22/26	680810	42689	JANITORS SUPPLY CO,	GEN SUP/BG	0126200000000000	610	332.50
06/22/26	680811	43887	JOHNSON TRANSPORTAT	TRANSPORTATION	0132000000032000	519	138.33
06/22/26	680811	43887	JOHNSON TRANSPORTAT	TRANSPORTATION	0112430002200000	515	603.15
06/22/26	680811	43887	JOHNSON TRANSPORTAT	TRANSPORTATION	0132000000000000	519	194.65
06/22/26	680811	43887	JOHNSON TRANSPORTAT	TRANSPORTATION	0112900000000112	515	138.33
06/22/26	680811	43887	JOHNSON TRANSPORTAT	TRANSPORTATION	0111100000006000	519	154.33
06/22/26	680811	43887	JOHNSON TRANSPORTAT	TRANSPORTATION	0111100000001000	519	154.34
06/22/26	680811	43887	JOHNSON TRANSPORTAT	TRANSPORTATION	0111100000032000	519	154.34
06/22/26	680811	43887	JOHNSON TRANSPORTAT	TRANSPORTATION	0111100000004000	519	154.34
06/22/26	680811	43887	JOHNSON TRANSPORTAT	TRANSPORTATION	0127200000000000	513	1,251.45
06/22/26	680811	43887	JOHNSON TRANSPORTAT	TRANSPORTATION	0132000000000000	519	1,659.96
06/22/26	680811	43887	JOHNSON TRANSPORTAT	TRANSPORTATION	0127200000000000	513	309.00
06/22/26	680811	43887	JOHNSON TRANSPORTAT	TRANSPORTATION	0127200000000000	513	309.00
06/22/26	680811	43887	JOHNSON TRANSPORTAT	TRANSPORTATION	0127200000000000	513	417.15
06/22/26	680811	43887	JOHNSON TRANSPORTAT	TRANSPORTATION	0127200000000000	513	463.50
06/22/26	680811	43887	JOHNSON TRANSPORTAT	TRANSPORTATION	0127200000000000	513	772.50
06/22/26	680811	43887	JOHNSON TRANSPORTAT	TRANSPORTATION	0111100000001000	519	866.41
06/22/26	680811	43887	JOHNSON TRANSPORTAT	TRANSPORTATION	0132000000032000	519	276.66
06/22/26	680812	43891	JOHNSON'S TIRE SERV	VEHICLE MAINTENANCE	0126500000000000	433	12.00
06/22/26	680812	43891	JOHNSON'S TIRE SERV	VEHICLE MAINTENAMCE	0126500000000000	433	53.41
06/22/26	680813	45467	WSH SHELTERED WORKS	GEN SUP/CC	0121200002407000	610	185.24
06/22/26	680814	45476	KEYSTONE EDUCATION	TUITION/REG ED	0111100000000563	562	2,872.04
06/22/26	680814	45476	KEYSTONE EDUCATION	TUITION/SPEC ED	0112900000000563	562	10,531.89
06/22/26	680815	46142	KINZUA VETERINARY C	GEN SUP/PAWS	0114900000000022	610	16.00
06/22/26	680815	46142	KINZUA VETERINARY C	GEN SUP/PAWS	0114900000000022	610	12.50
06/22/26	680816	47124	KURTZ BROTHERS INC	GEN SUP/BUS SVCS	0125110000035000	610	13.77
06/22/26	680816	47124	KURTZ BROTHERS INC	GEN SUP/BUS SVCS	0126200000042000	610	50.49
06/22/26	680817	47695	MELISSA K LANDIS	MILEAGE	0112900001200000	580	7.11
06/22/26	680818	47770	DONA M LANE	TAX EXPENSE/WATSON	0123300000000000	311	150.00
06/22/26	680819	48639	LEARNWELL	TUITION/SPEC ED	0112900000000000	563	109.70
06/22/26	680820	49236	LEWIS BUSING	TRANSPORTATION	0127200000000000	513	806.40
06/22/26	680820	49236	LEWIS BUSING	TRANSPORTATION	0127208001106432	513	539.49
06/22/26	680820	49236	LEWIS BUSING	TRANSPORTATION	0127200000000000	513	1,258.80
06/22/26	680820	49236	LEWIS BUSING	GEN SUP/BG	0126200002104000	610	1,098.77
06/22/26	680820	49236	LEWIS BUSING	TRANSPORTATION	0112430002200000	515	121.03
06/22/26	680820	49236	LEWIS BUSING	TRANSPORTATION	0112430002200000	515	517.25
06/22/26	680820	49236	LEWIS BUSING	TRANSPORTATION	0112430002200000	515	871.38
06/22/26	680820	49236	LEWIS BUSING	TRANSPORTATION	0127200000000000	513	1,521.63
06/22/26	680820	49236	LEWIS BUSING	TRANSPORTATION	0132000000009000	519	153.87
06/22/26	680820	49236	LEWIS BUSING	TRANSPORTATION	0132000000009000	519	153.87
06/22/26	680820	49236	LEWIS BUSING	TRANSPORTATION	0132000000009000	519	183.54
06/22/26	680820	49236	LEWIS BUSING	TRANSPORTATION	0132000000009000	519	234.22
06/22/26	680820	49236	LEWIS BUSING	TRANSPORTATION	0132000000009000	519	138.33
06/22/26	680820	49236	LEWIS BUSING	TRANSPORTATION	0132000000009000	519	138.33
06/22/26	680821	49675	WENDY S LINDELL	MILEAGE	0124400000055000	580	17.40
06/22/26	680822	49890	JUDITH A LITTLE	TAX EXPENSES/FREEHO	0123300000000000	311	150.00
06/22/26	680823	49911	JONATHAN C LIVENGOO	MILEAGE	0121600002255000	580	71.12

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06/22/26	680824	50309	LOGIK SYSTEMS INC	TECH MAINTENANCE	0128180000000000	438	34,000.00
06/22/26	680825	51724	MAPLEVALE FARMS, IN	GEN SUP/CC	0113800002407655	610	114.41
06/22/26	680826	52146	NATALIE I MASSA	MILEAGE	0123800002407000	580	46.69
06/22/26	680827	52949	SANDRA MARTIN	TAX EXPENSES/TRIUMP	0123300000000000	311	150.00
06/22/26	680827	52949	SANDRA MARTIN	TAX EXPENSES/TIDIOU	0123300000000000	311	150.00
06/22/26	680828	53142	CHERRY MCINTYRE	TAX EXPENSES/CONEWA	0123300000000000	311	150.00
06/22/26	680829	53840	MEIER SUPPLY CO., I	GEN SUP/SES	0126200001112000	610	810.35
06/22/26	680829	53840	MEIER SUPPLY CO., I	GEN SUP/WAHS	0126200002104000	610	307.25
06/22/26	680830	54361	MESSAGE NETWORK	MAINTENANCE/BG	0126200000000000	432	134.00
06/22/26	680831	54452	METHOD TEACHER, LLC	TECH FEES/OUTSI CYB	0111100000052564	650	80.00
06/22/26	680831	54452	METHOD TEACHER, LLC	TECH FEES/WCSD CYBE	0111100000051564	650	200.00
06/22/26	680832	55590	MITCHELL 1	GEN SUP/CC	0123900002407000	610	1,303.00
06/22/26	680833	55690	MOBILE COMMUNICATIO	GEN SUP/SAFETY SVCS	0126600000000000	610	7,276.80
06/22/26	680833	55690	MOBILE COMMUNICATIO	GEN SUP/SAFETY SVCS	0126600000000000	610	120.00
06/22/26	680834	55985	MOHAWK LIFTS, LLC	EQUIP GRANT/CC	0113902192407184	752	11,162.93
06/22/26	680835	56241	JAMIE MOORE	MILEAGE	0112900001200000	580	139.20
06/22/26	680836	57483	NATIONAL ART & SCHO	WAREHOUSE SUPPLIES	01	0172	1,140.00
06/22/26	680836	57483	NATIONAL ART & SCHO	WAREHOUSE SUPPLIES	01	0172	1,280.00
06/22/26	680836	57483	NATIONAL ART & SCHO	WAREHOUSE SUPPLIES	01	0172	554.40
06/22/26	680836	57483	NATIONAL ART & SCHO	WAREHOUSE SUPPLIES	01	0172	36.00
06/22/26	680836	57483	NATIONAL ART & SCHO	WAREHOUSE SUPPLIES	01	0172	840.00
06/22/26	680836	57483	NATIONAL ART & SCHO	WAREHOUSE SUPPLIES	01	0172	85.00
06/22/26	680836	57483	NATIONAL ART & SCHO	WAREHOUSE SUPPLIES	01	0172	3,200.00
06/22/26	680836	57483	NATIONAL ART & SCHO	WAREHOUSE SUPPLIES	01	0172	650.00
06/22/26	680837	59620	MICHAEL S NOE	PD REIMBURSEMENT	0122710000000000	240	999.00
06/22/26	680838	59788	NORTHEAST SHARED SE	GEN SUP/YES	0111100001132000	610	45.39
06/22/26	680838	59788	NORTHEAST SHARED SE	GEN SUP/YES	0111100001132000	610	83.50
06/22/26	680838	59788	NORTHEAST SHARED SE	GEN SUP/SAMHS	0111100002102000	610	83.70
06/22/26	680838	59788	NORTHEAST SHARED SE	GEN SUP/YES	0111100001132000	610	17.95
06/22/26	680838	59788	NORTHEAST SHARED SE	GEN SUP/YES	0111100001132000	610	31.92
06/22/26	680838	59788	NORTHEAST SHARED SE	GEN SUP/SPEC ED	0112900002200000	610	24.20
06/22/26	680839	60258	NORTHWEST TRI COUNT	WAN MAY	0128180000000000	438	101.80
06/22/26	680839	60258	NORTHWEST TRI COUNT	CISCO ENT AGREEMENT	0128180000000000	438	15,925.00
06/22/26	680839	60258	NORTHWEST TRI COUNT	JAN-JUN K REMAI 25-	0112900000000808	322	3,745.32
06/22/26	680840	60785	AMY L O'DONNELL	MILEAGE	0122718000000057	580	93.67
06/22/26	680841	61314	ONEIDA LUMBER & ACE	GEN SUP/SPEC ED	0112900002200000	610	103.19
06/22/26	680842	62438	JULIE M PARMENTER	TAX EXPENSES/PINE G	0123300000000000	311	150.00
06/22/26	680843	63305	PA DISTANCE LEARNIN	TUITION/REG ED	0111100000000563	562	2,481.12
06/22/26	680844	63346	PENNWOOD CYBER CHAR	TUITION/SPEC ED	0112900000000563	562	9,680.46
06/22/26	680845	63695	PENNSYLVANIA VIRTUA	TUITION/REG ED	0111100000000563	562	1,102.76
06/22/26	680845	63695	PENNSYLVANIA VIRTUA	TUITION/SPEC ED	0112900000000563	562	4,689.28
06/22/26	680846	67600	QUICK SOLUTIONS	COMMENCE/WAHS	0123800002104600	610	1,341.01
06/22/26	680846	67600	QUICK SOLUTIONS	GEN SUP/REG ED	0111100000000000	610	462.70
06/22/26	680846	67600	QUICK SOLUTIONS	GEN SUP/REG ED	0111100000000000	610	430.67
06/22/26	680846	67600	QUICK SOLUTIONS	GEN SUP/ SEC PRINC	0123800002100000	610	752.24
06/22/26	680847	68075	RAPTOR TECHNOLOGY L	SAFETY SVCS	0126600000000000	350	18,480.00
06/22/26	680848	68400	REACH CYBER CHARTER	TUITION/SPEC ED	0112900000000563	562	11,723.26
06/22/26	680848	68400	REACH CYBER CHARTER	TUITION/REG ED	0111100000000563	562	12,405.60
06/22/26	680849	68765	CHERYL A REAGLE	TAX EXPENSES/ELK	0123300000000000	311	150.00
06/22/26	680850	69102	MEDINA M REYNOLDS	MILEAGE	0122718000000057	580	115.42
06/22/26	680851	71686	LYNDSEY G SANFORD	MILEAGE	0111100002104000	580	134.85
06/22/26	680852	72550	SCHAEFER PLUMBING S	GEN SUP/BG	0126200000000000	610	539.32
06/22/26	680853	73465	CARA SCHRADER	TAX EXPENSES/SHEFFI	0123300000000000	311	150.00
06/22/26	680854	74115	SCOTT ELECTRIC	GEN SUP/BWMS	0126200002106000	610	111.66
06/22/26	680854	74115	SCOTT ELECTRIC	GEN SUP/WAEC	0126200001110000	610	288.16
06/22/26	680854	74115	SCOTT ELECTRIC	GEN SUP/WAEC	0126200001110000	610	175.72

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06/22/26	680854	74115	SCOTT ELECTRIC	GEN SUP/WAEC	0126200001110000	610	585.74
06/22/26	680854	74115	SCOTT ELECTRIC	GEN SUP/WAEC	0126200001110000	610	439.31
06/22/26	680854	74115	SCOTT ELECTRIC	GEN SUP/BWMS	0126200002106000	610	111.66
06/22/26	680854	74115	SCOTT ELECTRIC	GEN SUP/BG	0126200000035000	610	537.70
06/22/26	680855	75206	SEVEN VERBS LLC	PD SVCS/TI	0115008000000057	360	2,000.00
06/22/26	680856	75347	RYAN KLINGENSMITH	PD SVCS/TI	0122718000000057	360	375.00
06/22/26	680857	75926	SIEMENS INDUSTRY IN	GEN SUP/BG	0126200000000000	610	3,042.89
06/22/26	680858	76636	ROBERT A SMITH	MILEAGE	0123800002407000	580	85.91
06/22/26	680859	77425	WILLIAM T SPAEDER C	BLG REPAIRS/BG	0126200000035000	431	730.35
06/22/26	680860	78692	MARCY J STANTON	TAX EXPENSES/FARMIN	0123300000000000	311	150.00
06/22/26	680861	79291	JOSHUA J STOVER	PD REIMBURSEMENT	0122710000000000	240	3,204.00
06/22/26	680862	80953	DONNA J SWARTZ	TAX EXPENSES/ LIMES	0123300000000000	311	150.00
06/22/26	680863	81578	TARASKA BUS LLC	TRANSPORTATION	0132000000006000	519	158.40
06/22/26	680863	81578	TARASKA BUS LLC	TRANSPORTATION	0132000000004000	519	165.30
06/22/26	680863	81578	TARASKA BUS LLC	TRANSPORTATION	0132000000000000	519	177.38
06/22/26	680863	81578	TARASKA BUS LLC	TRANSPORTATION	0132000000010000	519	242.06
06/22/26	680863	81578	TARASKA BUS LLC	TRANSPORTATION	0132000000006000	519	296.73
06/22/26	680863	81578	TARASKA BUS LLC	TRANSPORTATION	0132000000006000	519	574.70
06/22/26	680863	81578	TARASKA BUS LLC	TRANSPORTATION	0132000000006000	519	121.03
06/22/26	680863	81578	TARASKA BUS LLC	TRANSPORTATION	0112900000000112	515	276.66
06/22/26	680863	81578	TARASKA BUS LLC	TRANSPORTATION	0112900000000112	515	138.33
06/22/26	680863	81578	TARASKA BUS LLC	TRANSPORTATION	0127200000000000	513	1,355.54
06/22/26	680863	81578	TARASKA BUS LLC	TRANSPORTATION	0127200000000000	513	1,549.30
06/22/26	680863	81578	TARASKA BUS LLC	TRANSPORTATION	0127208001110432	513	580.94
06/22/26	680863	81578	TARASKA BUS LLC	TRANSPORTATION	0127208001110432	513	663.98
06/22/26	680863	81578	TARASKA BUS LLC	TRANSPORTATION	0132000000004000	519	303.80
06/22/26	680863	81578	TARASKA BUS LLC	TRANSPORTATION	0132000000010000	519	50.00
06/22/26	680863	81578	TARASKA BUS LLC	V	0132000000004000	519	50.00
06/22/26	680864	82575	APRIL L THARP	MILEAGE	0122718000000057	580	91.71
06/22/26	680865	87052	UNIVERSITY OF OREGO	GEN SUP/SPEL WAEC	0111100001110036	610	2,722.50
06/22/26	680866	88719	KAREN L VILE	TAX EXPENSES/MEAD	0123300000000000	311	150.00
06/22/26	680867	90800	WARREN BUS LINES IN	TRANSPORTATION	0132000000006000	519	694.42
06/22/26	680867	90800	WARREN BUS LINES IN	TRANSPORTATION	0132000000006000	519	1,178.72
06/22/26	680867	90800	WARREN BUS LINES IN	TRANSPORTATION	0113908002407189	513	1,659.96
06/22/26	680867	90800	WARREN BUS LINES IN	TRANSPORTATION	0113908002407189	513	138.33
06/22/26	680867	90800	WARREN BUS LINES IN	TRANSPORTATION	0132000000010000	519	414.99
06/22/26	680867	90800	WARREN BUS LINES IN	TRANSPORTATION	0132000000000000	519	467.19
06/22/26	680868	91430	WARREN COUNTY FAIR	SRO GRANT/MAY	0126608000000084	350	6,770.00
06/22/26	680868	91430	WARREN COUNTY FAIR	SRO GRANT/MAY	0126608000000084	350	(6,770.00)
06/22/26	680869	91435	WARREN COUNTY FISCA	SRO GRANT/MAY	0126600000000000	350	6,100.00
06/22/26	680869	91435	WARREN COUNTY FISCA	SRO GRANT/ JUNE	0126608000000084	350	1,350.00
06/22/26	680869	91435	WARREN COUNTY FISCA	SRO SVCS/JUNE	0126600000000000	350	2,480.00
06/22/26	680870	92670	WARREN TRUE VALUE H	GEN SUP/BG	0126300000000000	610	455.12
06/22/26	680871	93260	NICOLE D WEAVER	MILEAGE	0121520001255000	580	57.42
06/22/26	680872	93438	WELDERS SUPPLY CO	HYPERFILL EQUIP GRA	0113902192407184	752	26,534.67
06/22/26	680873	93490	WELLS TECHNOLOGY CO	TECH FEES/TI	0115008000000057	650	1,054.05
06/22/26	680873	93490	WELLS TECHNOLOGY CO	TECH FEES/TI	0115008000000057	650	63.81
06/22/26	680874	93510	MICHELLE L JOHNSON	MILEAGE	0111100002104000	580	116.87
06/22/26	680875	94971	WINEGARD COMPANY	TECH FEES/REG ED CR	0111100000000000	650	(105.00)
06/22/26	680875	94971	WINEGARD COMPANY	TECH FEES/REG ED	0111100000000000	650	50.00
06/22/26	680875	94971	WINEGARD COMPANY	TECH FEES/REG ED	0111100000000000	650	105.00
06/22/26	680876	96370	AMANDA M YOUNG	PD REIMBURSEMENT	0122710000000000	240	3,105.00
06/22/26	680877	96625	YOUNGSVILLE BOROUGH	TAX EXPENSES/YVILLE	0123300000000000	311	150.00
06/22/26	680878	97155	UCS HOLDINGS, INC	FEES SPEC ED	0112900000000173	810	(1,034.74)
06/22/26	680878	97155	UCS HOLDINGS, INC	FEES SPEC ED	0112900000000173	810	1,451.56
06/22/26	680879	97208	ZITO MEDIA COMMUNIC	MAINT/TECH	0128180000000000	438	426.42

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06/22/26	680880	04586	APPTEGY INC	TECH MAINTENANCE	0128180000000000	438	19,288.88
06/22/26	680880	04586	APPTEGY INC	TECH MAINTENANCE	0128180000000000	438	20,397.35
06/22/26	680881	91435	WARREN COUNTY FISCA	SRO GRANT/MAY	0126608000000084	350	6,770.00
06/10/26	PURCHASE	CARD	AMY STIMMELL	AS-STAYBRIDGE SUITES	0112430002200000	515	512.82
06/10/26	PURCHASE	CARD	BEN MADIGAN	BM-HOWES	0126200000000000	610	41.48
06/10/26	PURCHASE	CARD	BEN MADIGAN	BM-HOWES TRUE VALUE	0126200001109000	610	17.99
06/10/26	PURCHASE	CARD	BEN MADIGAN	BM-HULL ELECTRIC	0126200002104000	610	32.64
06/10/26	PURCHASE	CARD	BEN MADIGAN	BM-HULL ELECTRIC	0126200002104000	610	30.00
06/10/26	PURCHASE	CARD	BEN MADIGAN	BM-LOWES	0126200000035000	610	155.52
06/10/26	PURCHASE	CARD	BEN MADIGAN	BM-LOWES	0126200001132000	610	49.87
06/10/26	PURCHASE	CARD	BEN MADIGAN	BM-LOWES	0126200001110000	610	35.92
06/10/26	PURCHASE	CARD	BEN MADIGAN	BM-LOWES	0126200000000000	610	22.98
06/10/26	PURCHASE	CARD	BEN MADIGAN	BM-LOWES	0126200000000000	610	21.98
06/10/26	PURCHASE	CARD	BEN MADIGAN	BM-LOWES	0126200000000000	610	10.56
06/10/26	PURCHASE	CARD	BEN MADIGAN	BM-LOWES	0126200000035000	610	5.48
06/10/26	PURCHASE	CARD	BEN MADIGAN	BM-LOWES	0126200000000000	610	3.48
06/10/26	PURCHASE	CARD	BEN MADIGAN	BM-YOUNGSVILLE HARDWAR	0126200001132000	610	2.89
06/10/26	PURCHASE	CARD	DAVID ENOS	DE-LOWES	0126300001109000	610	38.36
06/10/26	PURCHASE	CARD	DAVID ENOS	DE-LOWES	0126300001109000	610	27.52
06/10/26	PURCHASE	CARD	DAVID ENOS	DE-LOWES	0126300001109000	610	25.88
06/10/26	PURCHASE	CARD	DAVID ENOS	DE-LOWES	0126300000000000	610	14.99
06/10/26	PURCHASE	CARD	DAVID ENOS	DE-WILCOX BROTHERS	0126300000000000	610	28.99
06/10/26	PURCHASE	CARD	DUSTIN STEWART	DS-LOWES	0126200001109000	610	100.44
06/10/26	PURCHASE	CARD	DUSTIN STEWART	DS-LOWES	0126200002101000	610	34.83
06/10/26	PURCHASE	CARD	DUSTIN STEWART	DS-LOWES	0126200000000000	610	29.48
06/10/26	PURCHASE	CARD	DUSTIN STEWART	DS-LOWES	0126200000000000	610	25.98
06/10/26	PURCHASE	CARD	DUSTIN STEWART	DS-LOWES	0126200001109000	610	24.76
06/10/26	PURCHASE	CARD	DUSTIN STEWART	DS-LOWES	0126200001110000	610	23.99
06/10/26	PURCHASE	CARD	DAVID UNDERCOFFER	DU-BRIMAR INDUSTRIES	0126200001110000	610	66.38
06/10/26	PURCHASE	CARD	DAVID UNDERCOFFER	DU-HOTELS.COM	0128360000000603	360	596.79
06/10/26	PURCHASE	CARD	DAVID UNDERCOFFER	DU-HOTELS.COM	0128360000000603	360	596.79
06/10/26	PURCHASE	CARD	DAVID UNDERCOFFER	DU-PA RURAL WATER	0128360000000308	360	159.00
06/10/26	PURCHASE	CARD	DAVID UNDERCOFFER	DU-WEBSTAURANT STORE	0126200002104000	610	2,086.44
06/10/26	PURCHASE	CARD	DAVID UNDERCOFFER	DU-WEBSTAURANT STORE	0126200002106000	610	360.41
06/10/26	PURCHASE	CARD	DAVID UNDERCOFFER	DU-WEBSTAURANT STORE	0126200001109000	610	160.28
06/10/26	PURCHASE	CARD	GARY WEBER	GW-GIOS BBQ WOODLAND	0128340000035108	580	23.15
06/10/26	PURCHASE	CARD	GARY WEBER	GW-HOME 2 SUITES	0128340000035108	580	183.20
06/10/26	PURCHASE	CARD	GARY WEBER	GW-OPENAI CHATGPT	0123600000035000	810	21.20
06/10/26	PURCHASE	CARD	GARY WEBER	GW-PDE CERT SERVICE	0128310000035000	810	5.00
06/10/26	PURCHASE	CARD	GARY WEBER	GW-PDE CERT SERVICE	0128310000035000	810	5.00
06/10/26	PURCHASE	CARD	GARY WEBER	GW-TST MOUNTAIN VIEW CO	0128340000035108	580	20.57
06/10/26	PURCHASE	CARD	GARY WEBER	GW-WYNDHAM BOALSBURG	0128340000035108	580	319.68
06/10/26	PURCHASE	CARD	JEFF ARFORD	JA-ALLEGHENY OIL&LUBE	0126500000000000	433	126.79
06/10/26	PURCHASE	CARD	JEFF ARFORD	JA-HULL ELECTRIC	0126200002104000	610	84.20
06/10/26	PURCHASE	CARD	JEFF ARFORD	JA-PARTSTOWN	0126200002104000	610	513.26
06/10/26	PURCHASE	CARD	JEFF ARFORD	JA-PARTSTOWN	0126200002104000	610	439.40
06/10/26	PURCHASE	CARD	JEFF ARFORD	JA-SCOTT ELECTRIC	0126200001110000	610	87.86
06/10/26	PURCHASE	CARD	JEFF ARFORD	JA-SCOTT ELECTRIC	0126200001110000	610	80.87
06/10/26	PURCHASE	CARD	JEFF ARFORD	JA-SUPPLY HOUSE	0126200001111000	610	30.91
06/10/26	PURCHASE	CARD	JAMES EVERS	JE-CHIPOTLE -CREDIT	0113900002407000	515	(9.28)
06/10/26	PURCHASE	CARD	JAMES EVERS	JE-HERSHEY LODGE RESTAURT	0113900002407000	515	117.80
06/10/26	PURCHASE	CARD	JAMES EVERS	JE-HERSHEY LODGE RESTAURT	0113900002407000	515	79.98
06/10/26	PURCHASE	CARD	JAMES EVERS	JE-MCCLURES AMERICAN DIN	0113900002407000	515	142.12
06/10/26	PURCHASE	CARD	JAMES EVERS	JE-SHEETZ	0113900002407000	515	79.79
06/10/26	PURCHASE	CARD	JAMES EVERS	JE-SHEETZ	0113900002407000	515	67.53
06/10/26	PURCHASE	CARD	JAMES EVERS	JE-THE SODA JERK	0113900002407000	515	153.52

List of Bills 06.22.26

06/10/26	PURCHASE	CARD	JAMES EVERS	JE-USPS-RUSSELL	0113800002407655	610	15.10
06/10/26	PURCHASE	CARD	LIZ KENT	LK-WALMART PICKUP	0111100002109000	610	132.20
06/10/26	PURCHASE	CARD	LIZ KENT	LK-WALMART PICKUP	0111100002104000	610	121.02
06/10/26	PURCHASE	CARD	LIZ KENT	LK-WALMART PICKUP	0111100002104000	610	90.74
06/10/26	PURCHASE	CARD	LIZ KENT	LK-WALMART PICKUP	0111100002101000	610	62.60
06/10/26	PURCHASE	CARD	LIZ KENT	LK-WALMART PICKUP	0111100002101000	610	54.35
06/10/26	PURCHASE	CARD	LIZ KENT	LK-WALMART PICKUP	0111100002106000	610	51.53
06/10/26	PURCHASE	CARD	LIZ KENT	LK-WALMART PICKUP	0111100002109000	610	42.62
06/10/26	PURCHASE	CARD	LIZ KENT	LK-WALMART PICKUP	0111100002101000	610	40.96
06/10/26	PURCHASE	CARD	LIZ KENT	LK-WALMART PICKUP	0111100002101000	610	21.22
06/10/26	PURCHASE	CARD	LIZ KENT	LK-WALMART PICKUP	0111100002101000	610	16.06
06/10/26	PURCHASE	CARD	LYNN SHULTZ	LS-ALLIANZ TRAVEL INS	0122718000000057	580	56.00
06/10/26	PURCHASE	CARD	LYNN SHULTZ	LS-AMERICAN AIRLINE	0122718000000057	580	333.42
06/10/26	PURCHASE	CARD	LYNN SHULTZ	LS-AMERICAN AIRLINE	0122718000000057	580	333.42
06/10/26	PURCHASE	CARD	LYNN SHULTZ	LS-COUNTRY INN & SUITES	0122718000000057	580	412.92
06/10/26	PURCHASE	CARD	LYNN SHULTZ	LS-COUNTRY INN & SUITES	0122718000000057	580	286.38
06/10/26	PURCHASE	CARD	LYNN SHULTZ	LS-HILTON MEMPHIS	0122718000000057	580	435.80
06/10/26	PURCHASE	CARD	LYNN SHULTZ	LS-NASSP PRODUCT & SERVIC	0111100000000000	610	181.99
06/10/26	PURCHASE	CARD	LYNN SHULTZ	LS-OPENAI CHATGPT	0122718000000057	650	21.20
06/10/26	PURCHASE	CARD	LYNN SHULTZ	LS-OPENAI CHATGPT	0122718000000057	650	21.20
06/10/26	PURCHASE	CARD	LYNN SHULTZ	LS-OPENAI CHATGPT	0122718000000057	650	21.20
06/10/26	PURCHASE	CARD	LYNN SHULTZ	LS-THE READING	0122718000000057	360	899.00
06/10/26	PURCHASE	CARD	MISTY WEBER	MW-OPENAI CHATGPT	0111100000051564	610	21.20
06/10/26	PURCHASE	CARD	MISTY WEBER	MW-OPENAI CHATGPT	0111100000051564	610	21.20
06/10/26	PURCHASE	CARD	PATTY MEAD	PM-OPEN AI CHATGPT	0112900000000112	610	21.20
06/10/26	PURCHASE	CARD	PATTY MEAD	PM-OPEN AI CHATGPT	0112900000000112	610	21.20
06/10/26	PURCHASE	CARD	PURCHASING	PO-HARBOR FREIGHT TOOLS	0113902192407184	610	313.93
06/10/26	PURCHASE	CARD	PURCHASING	PO-NASSP PRODUCT & SERVI	0123800002104000	610	90.99
06/10/26	PURCHASE	CARD	PURCHASING	PO-NORTHERN LIGHTS MONT	0124400000055000	610	1,665.00
06/10/26	PURCHASE	CARD	PURCHASING	PO-OFFLINE.OMTEC CA	0113800002407657	610	1,473.99
06/10/26	PURCHASE	CARD	PURCHASING	PO-WALMART	0114900000000023	610	1,209.99
06/10/26	PURCHASE	CARD	PURCHASING	PO-WALMART	0114900000000023	610	485.33
06/10/26	PURCHASE	CARD	PURCHASING	PO-WALMART	0114900000000023	610	148.82
06/10/26	PURCHASE	CARD	PURCHASING	PO-WALMART	0114900000000023	610	103.09
06/10/26	PURCHASE	CARD	PAUL SWANSON	PS-HULL ELECTRIC	0126200002109000	610	30.73
06/10/26	PURCHASE	CARD	PAUL SWANSON	PS-LOWES	0126200002104000	610	84.00
06/10/26	PURCHASE	CARD	PAUL SWANSON	PS-LOWES	0126200001132000	610	79.98
06/10/26	PURCHASE	CARD	PAUL SWANSON	PS-LOWES	0126200000035000	610	75.92
06/10/26	PURCHASE	CARD	PAUL SWANSON	PS-LOWES	0126200002106000	610	65.67
06/10/26	PURCHASE	CARD	PAUL SWANSON	PS-LOWES	0126200000035000	610	16.98
06/10/26	PURCHASE	CARD	SPECIAL EDUCATION	SE-AMERICAN RED CROSS	0122720000000173	360	378.00
06/10/26	PURCHASE	CARD	SPECIAL EDUCATION	SE-AMERICAN RED CROSS	0122720000000173	360	210.00
06/10/26	PURCHASE	CARD	SPECIAL EDUCATION	SE-CROWN PLAZA SUITES	0122710000000173	580	168.94
06/10/26	PURCHASE	CARD	THOMAS CAPPELLO	TC-AUTO ZONE	0126200000000000	610	43.99
06/10/26	PURCHASE	CARD	THOMAS CAPPELLO	TC-LOWES	0126200002104000	610	62.25
06/10/26	PURCHASE	CARD	THOMAS CAPPELLO	TC-LOWES	0126200001132000	610	35.90
06/10/26	PURCHASE	CARD	THOMAS CAPPELLO	TC-ONEIDA LUMBER	0126200000000000	610	17.26
06/10/26	PURCHASE	CARD	THOMAS CAPPELLO	TC-SCOTT ELECTRIC	0126200002106000	610	144.00
06/10/26	PURCHASE	CARD	THOMAS CAPPELLO	TC-SCOTT ELECTRIC	0126200002104000	610	25.67
06/10/26	PURCHASE	CARD	THOMAS CAPPELLO	TC-SCOTT ELECTRIC	0126200000000000	610	25.40
06/10/26	PURCHASE	CARD	THOMAS CAPPELLO	TC-SCOTT ELECTRIC	0126200002407000	610	16.65
06/10/26	PURCHASE	CARD	TIM LINDSEY	TL-LOWES	0126200000000000	610	120.76
06/10/26	PURCHASE	CARD	TIM LINDSEY	TL-LOWES	0126200000000000	610	30.94
06/10/26	PURCHASE	CARD	TIM LINDSEY	TL-SUPPLY HOUSE	0126200002105000	610	42.46
06/10/26	PURCHASE	CARD	TIM LINDSEY	TL-SUPPLY HOUSE	0126200000000000	610	39.05
06/10/26	PURCHASE	CARD	TIM LINDSEY	TL-SUPPLY HOUSE	0126200000000000	610	27.52

List of Bills 06.22.26

06/12/26	06/12/26	REG PAY	GENERAL FUND	Payroll	01-0106		1,256,456.50
06/12/26			CAFETERIA FUND	Payroll	02-0106		32,719.30
06/12/26			ATHLETIC FUND	Payroll	03-0106		5,970.55
06/12/26			SOCIAL SECURITY	Payroll	0470.11		78,157.30
06/12/26			MEDICARE	Payroll	0470.14		18,278.76
06/12/26			DC VOYA	Payroll	0470.125		8,340.04
06/12/26	06/26/26	YSUM	GENERAL FUND	Payroll	01-0106		216,347.06
06/12/26			CAFETERIA FUND	Payroll	02-0106		-
06/12/26			ATHLETIC FUND	Payroll	03-0106		1,134.16
06/12/26			SOCIAL SECURITY	Payroll	0470.11		13,149.90
06/12/26			MEDICARE	Payroll	0470.14		3,075.43
06/12/26			DC VOYA	Payroll	0470.125		723.66
06/12/26	07/10/26	YSUM	GENERAL FUND	Payroll	01-0106		216,347.06
06/12/26			CAFETERIA FUND	Payroll	02-0106		-
06/12/26			ATHLETIC FUND	Payroll	03-0106		1,134.16
06/12/26			SOCIAL SECURITY	Payroll	0470.11		13,149.90
06/12/26			MEDICARE	Payroll	0470.14		3,075.43
06/12/26			DC VOYA	Payroll	0470.125		723.66
06/12/26	07/26/26	YSUM	GENERAL FUND	Payroll	01-0106		216,347.06
06/12/26			CAFETERIA FUND	Payroll	02-0106		-
06/12/26			ATHLETIC FUND	Payroll	03-0106		1,134.16
06/12/26			SOCIAL SECURITY	Payroll	0470.11		13,149.90
06/12/26			MEDICARE	Payroll	0470.14		3,075.43
06/12/26			DC VOYA	Payroll	0470.125		723.66
06/12/26	08/07/26	YSUM	GENERAL FUND	Payroll	01-0106		216,347.06
06/12/26			CAFETERIA FUND	Payroll	02-0106		-
06/12/26			ATHLETIC FUND	Payroll	03-0106		1,134.16
06/12/26			SOCIAL SECURITY	Payroll	0470.11		13,152.37
06/12/26			MEDICARE	Payroll	0470.14		3,076.02
06/12/26			DC VOYA	Payroll	0470.125		723.66

TOTAL **4,114,668.87**

ATTACHMENT #4

Treasurer's Report

	Northwest Savings 01 General	Northwest Savings 01 Payroll	Northwest Savings 01 Petty Cash	PLGIT 01 Invst	Northwest Savings 01 Holding	Northwest Savings 02 Food Svc	Northwest Savings 03 Athletics	Northwest Savings 06 Cap Res	Total Balance
Fund									
Account	0105	0106	0103	0112	0199	0105	0105	0105	
GL Beginning Bal 05/01/26	16,499,741.12	0.00	18,620.30	13,858,038.82	25,179.18	222,730.28	62,536.91	3,566,867.04	34,253,713.65
Debits	2,815,958.18	4,660,022.11	0.79	71,741.85	1,353.37	338,695.43	2,492.66	7,872.12	7,898,136.51
Credits	-6,876,336.32	-4,660,022.11	0.00	0.00	0.00	-493,166.65	-13,953.76	-190.63	-12,043,669.47
Interfund Transactions	-150,000.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00
June Debits	12,307,843.26	0.00	0.00	0.00	0.00	898.02	0.00	0.00	12,308,741.28
June Credits	-3,705,059.07	-2,687,311.54	0.00	0.00	-9,123.00	-161,593.61	-67,259.51	0.00	-6,630,346.73
Interfund Transactions	-2,787,311.54	2,687,311.54	0.00	0.00	0.00	0.00	100,000.00	0.00	0.00
Encumbrances	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending Balance as of 06/16/26	18,104,835.63	0.00	18,621.09	13,929,780.67	17,409.55	57,563.47	83,816.30	3,574,548.53	35,786,575.24
*** Reconciled 05/31/26**	*	*	*	*	*		*	*	

ATTACHMENT #5

Deiss & Halmi Engineering, Inc.
ENVIRONMENTAL AND CIVIL ENGINEERING
105 Meadville Street, Edinboro PA 16412 Ph. 814.734.3640

May 18, 2026

Mr. Dave Undercoffer
Warren County School District
6820 Market Street
Russell, PA 16345-3406

Re: Proposal for Engineering Services
NPDES Renewal Application
Eisenhower Sewage Treatment Plant
Farmington Township, Warren County

Dear Mr. Undercoffer:

Thank you for requesting a proposal for engineering services associated with a renewal application for the NPDES permit for the Eisenhower wastewater treatment plant. Deiss & Halmi Engineering, Inc. has provided Civil and Environmental Engineering services to municipalities, municipal authorities, businesses, industries, and individuals for over 50 years. Our proposal includes the following services:

1) Review and summarize monitoring data from existing Discharge Monitoring Reports (DMRs) for the renewal application. This proposal assumes that you will provide copies of DMRs or that they are available on the PaDEP eDMR website.

2) Advise the School District regarding additional monitoring required for the application, if any. If for any reason additional monitoring is required, the School District will be responsible to sample and analyze for the additional parameters necessary for the application.

3) Complete the necessary documents for the application, including the NPDES permit application form, General Information Form, municipal notifications, map, and checklist.

4) Submit the application documents to the School District for review and signatures. After the District signs the application, we will submit the application package to PaDEP.

Our services will be performed for a lump sum fee of $1,250. This assumes that there are no compliance issues that need to be addressed, and that no modifications to the plant are proposed. Our proposal does not include any site visits or meetings; should site visits or meetings be necessary, our fee may be more. The School District will be responsible to pay application fees, if any.

An authorized signature below will signify acceptance of this proposal and authorize us to proceed. Please feel free to contact me if you need any additional information in regards to our firm or this proposal. Thank you for the opportunity to be of service.

Very truly yours,
DEISS & HALMI ENGINEERING, INC.

Steven R. Halmi, P.E., President

The undersigned client accepts this proposal and agrees to the terms for payment below:

Signature of authorized representative	Printed name and title	Date

Terms for payment: Payment will be made to Deiss & Halmi Engineering, Inc. for the amount invoiced within 30 days of the date of the invoice. Late payments may be charged a 1 percent per month interest charge, compounded monthly starting 30 days after the date of the invoice. Client will be responsible for all costs and expenses associated with collection of payments, including reasonable attorneys' fees and staff time at the rates shown on the attached fee schedule.

ATTACHMENT #6

WARREN COUNTY SCHOOL DISTRICT
6820 MARKET STREET
RUSSELL, PA 16345

STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL DESIGN SERVICES

No. AE2701

AGREEMENT made as of this _____ **day of ______, 20___**, at Warren County, by and between Warren County School District (hereinafter called the "School District") AND

HRLC Architects, LLC
4380 W 12th Street #1, Erie, PA 16505

a corporation, Federal Identification No. **# 25-1881262** (hereinafter called the "Professional" or "Architect" or "Architect/Engineer").

The Professional shall act as the designer and project administrator for the professional services prescribed in this Agreement for the duration specified for a project for the **SAEMS Cafeteria Serving Line Renovation** (hereinafter called the "PROJECT"), designated as Project No. **2701,** and as more particularly described in the "SCOPE" attached hereto as Rider A, which is made a part hereof.

The School District and the Professional in consideration of their mutual covenants herein agree in respect of the performance of professional architectural and engineering services by the Professional and the payment for those services by the School District as set forth below and in Riders A, B, C, D, E, and F.

WITNESSETH THAT:
The parties hereto, intending to be legally bound hereby, do agree as follows:

1. Retainer of Professional. The School District hereby retains the Professional to provide all necessary design services and to administer and review the Construction Phase for the Project.

2. Time Schedule. The time schedule established for the completion (including approval) of the several phases is:

Project Design Schedule:	**START DATE**	**FINISH DATE**
Schematic Design	July 1, 2026	August 1, 2026
Preliminary Design	August 1, 2026	September 1, 2026
Pre-Final Design	September 1, 2026	October 1, 2026
Final Design	October 1, 2026	November 3, 2026
Design documents to printer	November 11, 2026	
Advertise	November 17, 2026	December 1, 2026
Bid Date	December 8, 2026	
Construction Period	June 7, 2027	August 13, 2027

3. Adherence to Time Schedule. The Professional shall strictly adhere to submission schedules set forth in Paragraph 2. Should the Professional become aware that he will be unable to meet any of the dates set forth in Paragraph 2; the Professional shall immediately notify the School District in writing. The Professional shall include in the notice the reason(s) for the Professional's inability to meet the date(s) and a request that the School District amend the time schedule. The School District shall review the Professional's notice and determine whether or not to amend the time schedule.

If the School District determines that the delay is due to the fault of the Professional, the School District may: 1) amend the schedule and direct the Professional to expeditiously proceed with the design of the Project, in which case the School District may hold the Professional responsible for any costs attributable to the delay, or 2) terminate the Agreement for default of the Professional, in accordance with the provisions of the General Conditions. If the School District determines that the delay is not due to the fault of the Professional, the School District may amend the time schedule. The Professional agrees that such an amendment of the time schedule is his exclusive remedy for a delay and that he may not make any claims against the School District for increased costs due to the delay.

4. Compensation and Cost. The Professional's compensation, to be rendered under this Agreement shall be **$ 11,938.00**, to be paid according to the provisions of Rider B, Exhibit D-Basic Services Compensation and Payment Schedule and Rider D-Special Conditions. A not-to-exceed allowance of **$ 500.00 for** reimbursable expenses is established in accordance with Rider B, Exhibit D.

The construction cost allocation for this project, including contingencies, is **$ 12,438.00**. It is a condition of the Agreement that the Professional design this project within the Allocation unless that Allocation is changed in accordance with the terms and conditions of this Agreement.

The Professional agrees that the Professional's compensation indicated in this provision is based on the Pennsylvania Department of General Service's Fee schedule (hereinafter referred to as the "DGS Fee Schedule" or the "DGS Formula") and that, in the event the School District's Board of Directors modifies the cost allocation for this project prior to **November 10, 2026** the Professional's compensation shall be proportionately increased or reduced in strict accordance with the DGS Fee Schedule and without the need for a written, signed amendment to this Agreement. In the event that the Professional's compensation is modified in accordance with this paragraph, the Parties further agree that all provisions of this Agreement, including but not limited to Exhibit D of Rider B and Rider D, shall also be modified to reflect the new Professional compensation amount without the need for a written, signed amendment to this Agreement. The Parties also agree that, in the event of conflict between this paragraph and any other provision governing the contractual relationship between the Parties, the terms of this paragraph shall govern and be controlling.

5. Incorporation by Reference. This Agreement is made subject to and is governed by the School District's General Conditions of the Standard Form of Agreement of Professional Design Services (Rider B) and all Plans, Specifications and other contract documents shall be prepared in conformity with the School District's Engineering/Architecture Instructions in effect at the time of execution of the Agreement which are hereto referenced and made a part hereof as if attached. The Agreement is also subject to and governed by any Special Conditions hereto attached (Rider D) and made a part thereof.

6. Assignment. This Agreement is for the personal/professional services of the Professional. Neither this Agreement, nor any of the Professional's rights or obligations hereunder, may be assigned to any other party without the prior written consent of the School District. This provision shall not prevent an assignment for financing purposes of moneys due,

or to become due under this Agreement, nor the retaining, by the Professional, on his own responsibility and at his own expense, of such specialized architects or professional engineers as may be necessary for the proper design and development of the Project.

7. Amendment. The Professional hereby acknowledges receipt of notice that no person has any authority to amend or modify this Agreement or waive any term or provision hereof except by written amendment hereto signed by an authorized representative of the School District. The Parties agree that this provision shall not apply to a modification to this Agreement that is encompassed by the above Section 4 of this Agreement.

8. Notices. Wherever the term "notice" is used, such notices to be effective shall be in writing and, if to the School District, shall be mailed certified mail, postage and fees prepaid, or delivered to the School District, and if to the Professional shall be similarly mailed or delivered to him at the address set forth in the caption of this Agreement, unless and until notice of another address shall be given hereunder, in which case notices shall be so delivered or mailed to the address last so given.

9. No Third Party Rights. Nothing in this Agreement or in the General or Special Conditions or in any other document incorporated herein by reference or issued hereunder, expressed or implied, is intended to or shall be construed to confer upon, or give to, any person, firm or corporation or any Governmental Agency other than the School District, its successors and assigns, and the Professional, any right, remedy or claim, legal or equitable, whether as third party beneficiary or otherwise; this Agreement and all provisions applicable hereto or incorporated herein being intended to be, and being for the sole and exclusive benefit of the School District, its successors and assigns and the Professional.

10. Hold Harmless Clause. To the fullest extent permitted by law, the Professional agrees to protect, indemnify, and save harmless the School District from and again any and all liabilities, losses, damages, costs, expenses (including reasonable Attorney's fees), causes of action, suits, claims, demands, or judgments of any nature arising out of or resulting from performance by the Professional of this Agreement, provided that such liability, loss, damages, costs, expenses, causes of action, suits, claims, demands or judgments are caused in whole or in part by the negligent acts or omissions of the Professional, its employees, its agents, or its consultants or by the failure of the Professional to perform its obligations hereunder. The Professional's duties and obligations in accordance with this provision shall survive the termination of this Agreement and shall cover all claims, regardless of when they are asserted.

11. Professional Evaluations. In signing this Agreement, the Professional consents to the evaluation of its performance by the School District and understands that any such evaluation may be used in future selections of Professionals. Furthermore, the Professional's consultants will also be evaluated. The Professional is required to notify each of its consultants that in contracting with the Professional, the consultant consents to the School District's evaluation of the consultant and to the use of any such evaluation in future selections of Professionals.

12. Governing Law and Forum. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of law's provisions) and the decisions of the Pennsylvania courts. The Professional further acknowledges and agrees that exclusive jurisdiction and venue to settle any dispute and/or controversy of whatever nature arising out of or relating to this Agreement shall be with the United States District Court for the Western District of Pennsylvania or the Warren County Court of Common Pleas. The Professional irrevocably agrees to submit to the jurisdiction and venue of said Courts and irrevocably agrees to waive any defense or objection that the Professional may otherwise have with respect to the same.

13. Riders: Additional terms, requirements, conditions, and considerations of this Agreement are specified in Riders A, B, C, D, E and F, which are attached herein and made a part of the Agreement.

Rider A (Scope of Work to be Performed) consisting of **1** page(s).
Rider B (General Conditions) consisting of **15** page(s).
Exhibit A consisting of **1** page(s).
Exhibit B consisting of **1** page(s).
Exhibit C consisting of **2** page(s).
Exhibit D consisting of **2** page(s).
Rider C (Nondiscrimination Clause) consisting of **2** pages(s).
Rider D (Special Conditions) consisting of **1** page(s).
Rider E (Standards of Practice) consisting of **1** page(s).
Rider F (Professional Integrity Provisions) consisting of **2** page(s).

14. Integration. This Agreement supersedes any and all other Agreements, either oral or written, between the parties hereto and with respect to the services to be provided herein. This Agreement contains all the terms and conditions agreed to by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement exist.

15. Drafting/Preparation. This Agreement and the provisions contained therein should not be construed or interpreted for or against any party to this Agreement because that party drafted any part of its provisions.

16. Savings Clause. All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement, and the remainder of this Agreement shall remain in full force and effect and binding on the parties hereto.

IN WITNESS WHEREOF, This Agreement has been executed and delivered as of the date set forth in the caption hereof, for School District Project #**WCSD 2701 – Sheffield Area Elementary Middle School Cafeteria Serving Line Renovation.**

FOR THE SCHOOL DISTRICT:

______________________________	By: ______________________________
Attest	Name: ______________________________
Name: ______________________________	Title: ______________________________
Title: ______________________________	

FOR THE PROFESSIONAL:

______________________________	By: ______________________________
Attest	Name: ______________________________
Name: ______________________________	Title: ______________________________
Title: ______________________________	

STANDARD FORM OF AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES

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WARREN COUNTY SCHOOL DISTRICT
6820 MARKET STREET
RUSSELL, PA 16345

STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL DESIGN SERVICES

RIDER A

SCOPE OF WORK TO BE PERFORMED

All scheduled design work for this project and subsequent remuneration, in strict accordance with the fee payment schedule enumerated in Rider D of this instrument, shall be dependent upon the “Notice to Proceed” issued by the School District. Schedules and payment for same will be adjusted in a reasonable manner but similarly scheduled in duration based upon the date of the “Notice to Proceed.”

As part of its duties, the Architect/Engineer will meet with the Pennsylvania Department of Education Representatives as required by the Pennsylvania Department of Education to discuss the owner’s program for this project.

As part of the basic services provided by Professional, Professional will be responsible for evaluating Contractor’s proposals, evaluating substitutions proposed by the Contractor, evaluating claims by the Contractor, analyzing School District’s needs and project requirements, coordinating the various contractors performing the work, making minor revisions to the documents, preparing reproducible drawings, recommending contractors, approving contractor submittals, evaluating change orders, preparing record drawings, developing life cycle maintenance profiles, issuing certificates of completion, construction administration, and maintaining job conference minutes. This list is not exclusive and works to incorporate various other agreed upon services throughout the body of the Agreement.

The Warren County School District recommends the architect/engineer firm, **HRLC Architects, LLC.** to be the architect/engineer firm of record for the project.

WARREN COUNTY SCHOOL DISTRICT
6820 MARKET STREET
RUSSELL, PA 16345

STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL DESIGN SERVICES

RIDER B
GENERAL CONDITIONS

ARTICLE 1
MATERIAL INCORPORATED INTO AGREEMENT

1.1 These General Conditions, the Engineering/Architecture Instructions for Facilities Projects of the Warren County School District in effect when the Professional Design Services Agreement is executed, and any included Special Conditions, shall govern the Professional's work and shall be deemed a part of the Professional Agreement. The Engineering/Architecture Instructions shall be construed as supplementing these General Conditions. In case of any irreconcilable inconsistency, the General Conditions shall govern. The following Exhibits are included as part of these General Conditions:

Exhibit A -	Options for Proceeding With Design When Cost Estimate Exceeds Allocation
Exhibit B -	Preparation and Reproduction of Bidding Documents
Exhibit C -	Additional Services
Exhibit D -	Basic Services Compensation and Payment Schedule

ARTICLE 2
THE PROFESSIONAL'S RESPONSIBILITIES AND SERVICES

2.1 BASIC SERVICES: GENERAL

2.1.100 The Professional's Basic Services consist of phases hereinafter described, and include all architectural, structural, mechanical, and electrical engineering, and landscape architectural design and all other Professional services and administration of the design services during construction required for the project.

2.1.101 Limited Budget Agreement. This is a limited budget Agreement, meaning that it is the Professional's responsibility to promptly notify the School District if the Project cannot be designed and constructed within the Allocation as identified in Paragraph 4 – Compensation, on page 2 of the Agreement. The School District shall then choose one of the options described in Exhibit A, and the Professional shall proceed in accordance with the terms defined therein.

2.1.102 Professional Client Relationship. The Professional is directly responsible to the School District, and only the School District may give instructions binding the School District. No person can change a scope or direct that items be included in the design which will increase the cost above the allocation without prior written approval of the School District. The School District may demand, with written justification to the Professional, the withdrawal from the project of any person employed by the Professional who the School District deems to be insufficiently qualified for that portion of the work or incompetent or guilty of misconduct. The Professional shall comply with all such reasonable demands.

2.1.103 Consultants. The Professional's Compensation for Basic Services, except as otherwise specifically provided herein, includes the compensation for all necessary consultants in the several branches of the architectural and engineering professions, except the compensation and cost of any additional services as described in Rider D - Special Conditions. The Professional is responsible for the work performed by his

Consultants and all of their work must conform to the requirements of this Agreement and must be completed in accordance with the standards of the profession and the latest issued Engineering/Architecture Instructions Manual.

The relationship between the Professional and the Consultant limits the participation of the Consultant as follows:

A. A Consultant cannot individually or as a firm submit a bid directly or indirectly to the School District, to any prime contractor, subcontractor or any contractor or firm submitting a bid on a project on which the Consultant has provided design or technical services for compensation.

B. A Consultant cannot individually or as a firm have any personal interest or holding in any firm or company that bids as a prime contractor, subcontractor or sub-subcontractor, submitting a bid on a project on which the Consultant has provided design or technical services for compensation.

C. A Consultant cannot individually or as a firm have any personal interest or holding, in any firm that bids as a manufacturer, distributor or supplier on any project on which the Consultant has provided design or technical services for compensation.

D. Consultants must inform the School District of any current or former School District employees on his payroll.

2.1.104 Progress Reports During Design. For projects exceeding three months in length, the Professional shall, during all design phases, submit to the School District monthly progress reports showing percentage of completion of work and any change in cost or schedule of submissions.

2.1.105 Attendance at and Minutes of Conferences and Meetings. The Professional, or his qualified representative, and the Professional's Consultants when appropriate, shall attend all meetings and conferences as required by the School District, including conferences during the design phase, the bidding phase, the construction phase and the one-year maintenance period. The Professional shall, within one week after each conference and meeting, prepare and submit to the School District detailed minutes of all such meetings and conferences.

2.1.106 Attendance and Testimony as Witness. In the event of a dispute between the School District and any person concerning or involving the Professional's failure to design or administer the project in accordance with this Agreement, the Professional and/or the appropriate Consultant, or their qualified and authorized representative or representatives shall attend all conferences, hearing and/or court proceedings, and, if requested by the School District shall submit to joinder in all such proceedings and shall prepare testimony and shall testify, both as to facts and as to expert opinion, in all such proceedings on behalf of the School District without any additional charge to the School District. In circumstances other than those concerning or involving the Professional's failure to design or administer construction in accordance with this Agreement, should the School District ask the Professional to serve as an expert witness, the Professional shall provide the requested expert witness services for the actual cost of said services, and the Professional shall enter into an "expert Witness Agreement" upon receiving a request for expert witness services from the School District.

2.1.107 Coordination with Existing Facilities and Utilities. The Professional shall consult with the School District and when appropriate, the Pennsylvania Department of Education, to obtain all necessary data for coordinating the Project with existing structures and all support utilities, future plans of the School District and all like services provided by public or private companies. When utility systems are impacted, the Professional shall determine and shall obtain from the various public services and utility companies, such as gas, electric, water, steam, waste water treatment/disposal, surface water disposal, telephone and communication, a written commitment of their capability to service this Project, and shall submit same as part of the pre-planning submission. Any reservations to this commitment by the utility companies, such as in-house engineering and project costs, shall be brought to the immediate attention of the School District by the Professional. If utility services are not available at the site, the Professional must identify the location of the nearest available utility service.

When involved, the Professional's design shall include provisions for adequate water and sewage disposal services. Where water or sewage disposal are not readily available from the public services, the Professional's design responsibility shall, unless otherwise directed by the School District, include the preparation of necessary plans and specifications for well drilling or for the sewage disposal systems, and the cost thereof shall be included in the Cost of the Project.

2.1.108 Visits to Site During the Design Phases. The Professional shall visit the Project Site a minimum of one time per week, with additional visits being made as required by the School District, and shall obtain and study available record drawings, visual topographic data, and the School District's available future plans for the purpose of obtaining any and all pertinent or necessary information as to local conditions shown on the Plat of Survey and Report of Surveyor furnished to him by the School District, that may affect the design of the Project and may require the necessity for special provisions in the specifications. Should corrective or additional work become necessary by reason of such failure to obtain all necessary and available data for a proper and correct design of the Project, the Professional shall reimburse the School District for the cost of such corrective or additional work to the extent that such costs exceed the costs that would have been payable had the initial design taken such data into proper consideration.

2.1.109 Scheduling of Submissions. The Professional shall schedule his work so that the School District has adequate time in which to make its review and an opportunity to approve the submission in all phases. All other approvals as may be required shall be the responsibility of the Professional to obtain in due time to permit the work to continue on schedule.

2.1.110 Coordination for Separate Contracts. The Professional shall coordinate the plans and specifications for all of the separate prime construction contracts as required for the proper completion of the project to guard against omissions, overlaps or duplications of any items of work or materials on the Project.

2.1.111 Representation as to Qualification. The Professional specifically represents to the School District that he and his consultants, agents, servants, employees, officers and subcontractors possess the experience, knowledge, and skills necessary to qualify them individually and collectively for the particular duties they perform. It is understood and acknowledged that this representation is and was a material consideration for the School District's decision to enter into this Agreement.

2.1.112 Claims and Disputes: The Owner and Architect/Engineer will attempt to resolve all claims and/or disputes between them arising out of this Agreement. Any legal action or proceeding relating to such claims and/or disputes, or in any way related to this Agreement, shall be brought only in the Court of Common Pleas of Warren County, Pennsylvania. This Agreement, and any legal action or proceeding related thereto, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. During the pendency of any claim or dispute related to this Agreement, the parties shall continue to carry out their respective responsibilities under the Agreement.

2.1.113 Ownership of Documents. All preliminary studies, reports, working drawings, specifications, special requirements, cost estimates and all other data compiled by the Professional under this Agreement, shall not be copy written and shall be the sole property of the School District.

2.2 BASIC SERVICES: SCOPE OF WORK

2.2.100 Schematic Design Phase:

2.2.101 The Professional shall consult with the School District to more fully discuss the requirements of the scope for the project allocation as identified in Rider A. Based upon this consultation, and any feasibility study, the Professional shall develop the program and alternatives, if any, and prepare and submit for approval sketches consisting of schematic design studies and other documents based on the Scope and the program required to be developed.

2.2.102 The Professional shall prepare a Schematic Cost Estimate with a detailed breakdown of the estimated construction costs projected to the estimated bid receipt date and its relationship to the allocation. Such costs shall be based on current area, volume and other unit costs.

If the Schematic Design Phase Cost Estimate is not within the Allocation, the School District, at its sole discretion, may choose one of the options outlined in Exhibit A.

2.2.200 Preliminary Design Phase:

2.2.201 The Preliminary Design Development Documents shall be prepared by the Professional, and shall consist of such drawings, outline specifications and other documents as may be necessary to fix and describe the approximate size and character of the entire Project, its exact site location, the nature of the work to be performed by trade disciplines, and such other essentials as may be appropriate or as may be required by the School District.

The School District requires a submission of progress drawings at the 50% completion stage of this design phase.

2.2.202 With the submission of the completed Preliminary Design Phase Documents, the Professional shall submit a Cost Estimate with a detailed cost breakdown to include material cost, labor man-hours, quantity takeoff and unit prices, of the estimated construction cost computed at present prices projected to the estimated bid receipt date, along with a Construction Time Frame Schedule indicating the estimated length of time to complete the work, taking into account local weather patterns, bidding market, etc., and a justification of the factors used for such projections.

If the Preliminary Design Phase Cost Estimate is not within the Allocation, the School District, at its sole discretion, may choose one of the options outlined in Exhibit A.

2.2.300 Pre-Final Design Phase:

2.2.301 Upon receipt of the School District's written approval of the Preliminary Design Phase Documents, Cost Estimate, and the Construction Time Frame Schedule, the Professional shall develop the Drawings, Plans, and Specifications on or before the time period provided in the Design Time Schedule, and shall submit the same for Pre-Final Design review and approval to the School District.

2.2.302 With the submission of the Pre-Final Design Phase Documents, the Professional shall submit a Cost Estimate with a detailed breakdown to include material cost, labor man-hours, quantity takeoff, and appropriate unit prices for each anticipated separate prime construction contract and the estimated construction cost computed at present prices projected to the estimated bid receipt date, and shall advise the School District of any changes necessitated by current market conditions and a justification for any change. The Pre-Final Design Phase Cost Estimate, if within the Allocation and approved by the School District, shall become the agreed basis upon which the design is completed. An estimated payout schedule shall also be submitted that shows the Professional's best estimated payouts of the project cost based on his best estimate of the construction period.

If the Pre-Final Design Phase Cost Estimate is not within the Allocation, the School District, at its sole discretion, may choose one of the options outlined in Exhibit A.

2.2.303 The Professional shall familiarize himself with the School District's normal operating and maintenance programs and shall submit with both the Pre-Final Design and Final Design Phase submissions, a report on any special operating or maintenance procedures required by his design. If the design does not require departures from the School District's normal procedures, the Professional shall submit a signed statement to that effect to the School District with his Pre-Final Design Phase submission.

2.2.400 Final Design Phase:

2.2.401 Upon receipt of written approval of his Pre-Final Design Phase submission from the School District, the Professional shall make all corrections called for by such approval or required in the Professional's judgment, and prepare a Final Design Phase submission, complete and appropriate for solicitation of construction bids, which shall include tracings, specifications, and all documents which are required by the Engineering/Architectural Instructions to the School District for final approval.

2.2.402 In order to provide further assurance that bids will be within the Allocation, the Professional shall include one or more alternative base bids in the bidding documents for each contract as part of his Basic Services. This requirement is in addition to any deductive base bids as required in Exhibit A.

2.2.500 Bidding Phase:

2.2.501 The School District shall provide to the Professional all necessary instructions required to proceed with the Bidding Phase. The Professional shall prepare all bidding documents and procurement forms subject to the approval of the School District and PA Department of Education, and shall comply with the procedures in Exhibit B.

2.2.502 The Professional, together with his consultants, shall, as part of his Basic Services, attend all pre-bid conferences scheduled by the School District.

2.2.503 The Professional shall evaluate the reasonableness of the bids and their compliance with the requirements of the bidding documents, and shall render a confidential report to the School District on all information known to him, or ascertained by reasonable inquiry, bearing on the responsibility and experience of the two lowest responsible bidders on each contact, all of which shall be submitted within fifteen (15) calendar days after the bid opening.

2.2.504 Redesign Requirements Upon Receipt of Bids:

A. If the aggregate of low bids for all prime construction contracts exceeds the Allocation plus five percent (5%), and the aggregate bid total cannot be brought within the Allocation plus five percent (5%) by the acceptance of one of the deductive base bids, and the Pre-Final Cost Estimate was within the Allocation, the Professional shall, at the direction of and without any expense to the School District, redesign and re-bid the Project until the aggregate of low bids is within the Allocation plus five percent (5%).

B. If the aggregate of low bids for all prime construction contracts falls more than ten percent (10%) below the Allocation, and the Pre-Final Cost Estimate was within the Allocation, the Professional shall, at the direction of and without any expense to the School District, redesign and re-bid the Project until the aggregate of low bids is within the Allocation plus five percent (5%).

In this case, however, the School District may, at its option, award all or some of the bid proposals submitted, and the Professional shall, at the direction of and without any expense to the School District, provide design services and develop contract documents sufficient to allow the School District to bid additional work to the extent permitted by the Allocation minus the awarded contracts.

2.2.600 Construction Phase:

2.2.601 The Construction Phase will commence with the Notice to Proceed to the first Prime Contractor, and will terminate upon acceptance by the School District of the Professional's recommendation for final payment on the last prime contract to be completed.

2.2.602 Professional of Record. The Professional will be, in the first instance, the interpreter of the requirements of the contract documents and the initial evaluator of each prime contractor's performance thereunder. The Professional will, within ten (10) days after receipt of a written request from a prime contractor or the School District (or as otherwise necessary and appropriate to avoid delay to the project), render in writing such interpretation or evaluation which shall be consistent with the contract documents.

2.2.603 Administration of the Construction Contracts. The Professional shall review the performance of the work in accordance with the Drawings, Specifications and other contract documents for the project. Professional shall ensure all contractors' adherence to such documents. Professional bears the responsibility of rejecting any and all non-conforming work. Deviations from the contract documents will be reported to the School District project manager. The Professional, his authorized representatives, and any authorized School District representative shall have full access to the work at all times.

2.2.604 Visits to the Project Site. The Professional, or an authorized and qualified representative, shall visit the site at a minimum of one time per week, more frequently if the Project's progress dictates, or as required by the School District during periods of active construction, review the progress of the work and take such actions as are necessary or appropriate to achieve the requirements of the contract documents by the contractors, including advising the School District, in writing, as to particular matters to watch and guard against. It shall also be the duty of the Professional to have his Consultants visit the site periodically as required during their respective phases of the work, at such intervals as may reasonably be deemed necessary, to review their respective phases of the work in order to achieve the requirements of the contract documents. In addition to the above, the Professional shall be required to attend any and all project site conferences that may be necessary to clarify the contract documents, the requirements of which shall be at the determination of the School District.

The Professional shall, within ten (10) days of each site visit, make written reports to the School District relative to the progress of the work. The various consultants shall also report their respective findings on their respective visits to the site to the Professional, who, in turn, shall include such information in his progress reports to the School District.

The Professional shall not be responsible for developing the construction means, methods, techniques, sequences or procedures, or for developing safety programs in connection with the work.

2.2.605 Rejection or Stoppage of Work. The Professional shall recommend to the School District rejection or stoppage of work which does not conform to the contract documents, in writing, within 24 hours of the event, together with the reasons for such recommendation. If, in the opinion of the Professional, immediate action is required to either protect the work or to avoid future additional costs to the School District, the Professional shall immediately reject the work by verbally notifying the responsible contractor of the Professional's intention to recommend rejection of the work.

2.2.606 Approval of Payment to Contractors. The Professional shall review and analyze the detailed Schedule of Values submitted by all contractors. Professional shall then, within seven (7) business days from the date of receipt of any Schedule of Values, approve or disapprove the same. If Professional disapproves any Schedule of Values, Professional shall, within seven (7) business days, submit his Recommended Schedule of Values, along with an explanation thereof to the School District for its determination.

Based on the Professional's visits to the site and the contractor's applications for payment, the Professional will, within seven (7) working days from receipt of the contractor's application for payment, either approve or disapprove the application for payment. If the Professional disapproves the contractor's application for payment, the Professional will forward in writing his reasons for the disapproval to the School District.

2.2.607 Estimated Expenditures. The Professional shall, upon request of the School District, furnish updates of the Professional's Estimated Payout Schedule, previously provided at the Pre-Final Design Phase, for the time period from the date of the request to the construction contract completion date. The Professional would then compare their updated Payout Schedule to the Contractor's Projected Payment Draw-down Schedule for the same time period, and advise the School District whether or not the remaining expenditures can realistically be accomplished in the remaining time period. The Professional shall inform the School District in writing if the remaining expenditures cannot be realistically accomplished in the remaining time period.

2.2.608 Change Orders. The Professional shall prepare all necessary change orders to the construction contracts, and, subject to the approval of the School District, shall place the same in effect. When submitting change orders for approval to the School District, the Professional shall provide a detailed Cost Estimate, prepared by their office or the affected professional consultant, and shall provide complete documentation, including a statement that indicates whether the change order is the result of a School District directed change, an unknown condition, or a Professional error and/or omission. The Professional shall fully explain the background of the change order and substantiate the reason(s) for his decision. Upon project completion, the Professional shall submit a Change Order Summary, which tabulates the change orders into the above-mentioned categories.

Should the School District be called upon by any prime contractor for additional compensation, or should it become necessary during the course of construction to issue change orders increasing the cost of the project, by reason of the failure, in either case, of the Professional due to design errors and omissions and/or failure to produce proper and coordinated plans, specifications or drawings, or any portions thereof relating to the project, in accordance with accepted standards and procedure, the Professional shall be liable to the School District for the difference between the amount of such extra costs or compensation, and what the School District would have incurred had the design been proper.

Change orders shall be prepared and submitted timely so as not to delay the work, or if delay has already occurred, to minimize the length of the delay, and, in every case shall be submitted not more than 15 days (or as otherwise mutually agreed) after determination that a change order is necessary and appropriate.

2.2.609 Review and Approval of Contractor's Shop Drawings and Submittals. The Professional shall review, approve, and process shop drawings and other submittals by the contractors and respond unequivocally and affirmatively in approving or rejecting the tendered shop drawings and submittals for compliance with the contract documents and for conformity to and harmony with the design concept of the project. The School District maintains a right of review of all submittals.

The Professional agrees that time is of the essence of this provision and shall, unless otherwise approved by the School District, return the approved shop drawings or detailed notation for resubmission if required, within fifteen (15) days after receipt from a contractor. The Professional shall act on any resubmissions within fifteen (15) calendar days of his receipt thereof. A detailed log shall be maintained by the Professional as to time of receipt of the submittals and time of return with adequate notes as to their disposition.

Each prime contractor is required to submit to the Professional a shop drawing submittal schedule on or before the first regular job conference. The Professional shall review and check the shop drawing submittal schedule within fifteen (15) calendar days of receipt from the contractor.

2.2.610 Record Drawings ("As-Built" Tracings). Upon completion of the project, the Professional shall revise the contract tracings ("Mylar"-type) reflecting all changes made during the course of construction and shall deliver one (1) set of tracings for each construction contract to the School District at no extra cost to the School District. Required information shall be obtained from the contractors and project offices of the School District. When completed, the tracings shall reflect only the project completed. The tracings shall be identified as Record Drawings ("As-Built" tracings) and shall be delivered to the School District and become the property of the School District.

2.2.611 Life Cycle Maintenance Profile. The Professional shall prepare a life cycle maintenance profile for all projects for new construction and/or renovation of existing facilities. The profile shall include the estimated time and cost for replacement of the major components, equipment, and support systems used in construction of the project. The profile shall also show the minimum annual dollar amounts that should be reserved without inflation to maintain, repair and renovate the facility when due. The School District shall provide the forms for the Professional to utilize.

The Professional shall also prepare a Preventive Maintenance Plan for all equipment incorporated in the project, and an estimate of the operating costs to use the building for its intended purpose.

2.2.612 Substantial Completion. The Professional shall, together with each prime construction contractor and the School District, determine whether or not each prime construction contractor has complied with the Section 01700 Project Closeout requirements for Substantial Completion. The Professional shall participate in all inspections of the project necessary to accomplish this purpose, and shall advise each Contractor of work items that must be completed or corrected before the project can be considered substantially complete.

The Professional shall collect from each prime contractor, as required and provided for in the contract documents, all shop drawings, catalog data, manufacturer's operating instructions, manufacturer's or supplier's maintenance instructions, certificates, warranties, guaranties and other pertinent operating and maintenance data. The Professional shall assemble and correlate such materials and submit two (2) copies thereof to the School District. The Professional shall provide written indication of his evaluation of the adequacy of the data and if required, request resubmission of materials until adequate data is provided.

Before determining the project is substantially complete, the Professional shall prepare for the School District's review the Punch List of Uncompleted Work Items that shall be attached to the Certificate of Substantial Completion. The Professional shall determine the date of Substantial Completion and prepare and issue the Certificate of Substantial Completion upon School District's written approval.

2.2.613 Final Completion. The Professional shall, together with the prime construction contractors and the School District, determine whether or not each prime construction contractor has complied with the Section 01700 Project Closeout requirements for Final Completion. The Professional shall participate in all inspections of the project necessary to inspect the Punch List of Uncompleted Work Items, and to determine whether or not the Project has been completed in accordance with contract requirements. The Professional shall advise the Contractor of work items that must be completed or corrected, or obligations that must be fulfilled, before the project can be considered completed and accepted by the School District. Upon determining the project is completed, the Professional shall determine the date of Final Completion, prepare and issue the Certificate of Final Completion.

2.2.614 Warranty Inspection. The Professional and their consultants are required to conduct an inspection of the Project, together with the School District, 10 months after the issuance of the Certificate of Substantial Completion for each construction contract. The Professional shall prepare and provide to the School District a punch list of scope of work items that are required to be replaced or otherwise repaired under the terms of the warranty provisions of the contractor's agreement.

The Professional and their consultants shall participate in all inspections of the punch list repair or replacement work, together with the School District and the affected contractors until contract and warranty requirements are satisfied. The Professional, upon finding the remedial work satisfactory and acceptable, shall so indicate in writing to the School District.

2.3 ADDITIONAL SERVICES

The Additional Services described in Exhibit C are NOT covered by the compensation for Basic Services. If requested in writing by the School District and performed by the Professional, such Additional Services shall be the subject for additional compensation, pursuant to the provisions of Exhibit C or a negotiated Fiscal Adjustment to the Standard Form of Agreement for Professional Design Services.

ARTICLE 3
THE SCHOOL DISTRICT'S RESPONSIBILITIES AND DUTIES

3.1 The School District shall provide the Professional with the project scope and all available information as to the educational requirements of the project, including the amount of the allocation. If the information furnished is not sufficient for the initiation of design development, the Professional shall immediately notify the School District. The Professional shall rely on information provided by the School District.

3.2 Plat or Survey and Surveyor's Report. The School District will furnish to the Professional, when and to the extent required by the project, a plat or survey of the site and sufficient adjacent lands, certified by a qualified licensed surveyor, and a report of survey, giving, as applicable, grades and lines of streets, encroachments, boundaries and contours of the site; location, dimensions and other complete data as to the exterior of existing buildings, other improvements and trees; and full information concerning all services and all known utility lines crossing the site, which information must be included as necessary by the Professional in the contract drawings.

3.3. Interpretation of Instructions. The School District shall be the sole interpreter of any printed instructions, including the Engineering/Architectural Instructions furnished the Professional, and shall have the right to require conformance with same at all times during the development of the Project.

3.4 School District to Act Promptly. The School District shall act with reasonable promptness upon all submission and any failure of the School District to so act shall result in an extension of time to the Professional under the current Design Time Schedule equal to the number of days of the delay. Such a time extension shall be the Professional's exclusive remedy for any delay caused by the School District; i.e. under no circumstances shall the School District be liable to the Professional for any additional compensation attributable to delay, irrespective of the cause.

3.5 Effect of School District's Failure to Disapprove Design Work. Any approval issued by the School District or any failure of the School District to disapprove or reject design work submitted by the Professional shall not constitute such an acceptance of the work as to relieve the Professional of his full responsibility to the School District for the proper and professional performance of all design and related work on the project to the satisfaction of the School District.

ARTICLE 4
THE PROFESSIONAL'S COMPENSATION AND PAYMENT

4.1 Unless otherwise agreed by the School District, the Professional's compensation and payment for design services for construction projects will be paid after completion of the Professional's design work, according to the provision shown in Exhibit D - Basic Services: Compensation and Payment Schedule.

The Professional's compensation and payment shall not be adjusted based on the construction contract award amounts.

4.2 At the Project orientation meeting, or during the several design phases, the School District, in its sole discretion, shall determine whether or not the Project will be designed and the related construction contracts bid and/or constructed in one or more than one phase. Additional compensation for phasing of the design work and/or administration during the phased construction periods will be paid only in the event that phasing of the project was not part of the original concept of the Project, and if the new phasing designs constitute fifty percentage (50%) increase in overall costs.

4.3 Together with the School District, the Professional shall determine the estimated time frame of construction and accordingly reflect this time in Rider B, Exhibit D - Construction Phase. If the actual construction time exceeds the estimated time frame due only to an error or omission on the part of the School District, then the Professional shall be entitled to additional compensation. The amount of compensation will be a matter of negotiation between the Professional and the School District at the time of such an occurrence.

Payment for additional compensation under this paragraph shall be made in one lump sum amount. Professional shall submit an invoice to the School District following the substantial completion of the project, and upon approval of an invoice by the School District, a Fiscal Adjustment shall be necessary to provide for payment. Professional may, however, request payment of additional compensation for six (6) month intervals if the period of delay exceeds six (6) months. Should there be more than one work phase in the project, the calculation of additional compensation due the Professional under this paragraph shall be made separately for each phase.

The Professional shall not be entitled to additional compensation, under this paragraph, for delays in construction that are attributable to acts or failures to act on the part of the Professional.

4.4 Reimbursable expenses shall mean the actual expenses incurred by the Professional or the Professional's consultants, directly in connection with the Project, such as expenses for: transportation (with the mileage rate charged not to exceed the applicable IRS per mile reimbursement rate), lodging, reproduction of reports, drawings, specifications, bidding documents, and similar project-related items. Under no circumstances shall postage charges, telephone charges, or meals at which an employee of the School District is not present be charged to the School District as a reimbursable expense. It is mutually agreed that a not-to-exceed allowance for anticipated reimbursable expenses in the amount of **$ 500** has been established and will be paid only to the extent that reimbursable expenses are incurred. Under no circumstances shall the District be responsible for the payment of any asserted reimbursable expense once the **$ 500** not-to-exceed amount has been met.

4.5 The Professional's direct personnel costs, consultant costs, and all other expenses pertaining to the Project, shall be kept on a generally recognized accounting basis and with proper records shall be available to the School District at the Professional's office for inspection and copying at mutually convenient times. Cost incurred by Professional for providing additional services shall be kept separate and apart from all other project costs.

ARTICLE 5
OBSERVANCE OF LAWS AND PROPRIETARY ITEMS

5.1 Basic Responsibility. The Professional shall be responsible for the compliance of the drawings and specifications with all applicable laws, regulations and ordinances of all agencies and governments, federal, state and local, insofar as they are applicable to, and have jurisdiction over, the project. At all times throughout the project, Professional bears the responsibility of completing and ensuring that all work, both Professional's and others' is completed in a manner that is consistent with the acceptable and reasonable standard of care for the industry. The Professional shall make all required submittals to, and shall obtain all required approvals from, the applicable agency in a timely manner so as not to cause delays to the projects. The Professional shall pay all required fees and shall be reimbursed by the School District apart from compensation for Basic Services.

5.2 Cooperation with Local Government Entities. During the design of the project, the Professional shall keep informed and comply with the requirements of all local zoning, planning and supervisory governing bodies. Should these requirements substantially increase the cost of the Project, or should any required approvals be withheld by the local governing bodies, the Professional shall immediately notify the School District.

5.3 Proprietary Items, Copyrights, Patents. The Professional shall not include in the design of the project any equipment, material or mode of construction which is proprietary or which contains a copyright or patent right relating to designs, plans, drawings or specifications, unless the equipment, material or mode of construction is different and considered superior in quality and performance, and is not done primarily for the purpose of preventing or restricting competitive bidding.

In all cases, the Professional shall provide a list of such recommended proprietary, copyrighted or patented items to the School District during the design phases, including the justification for their use. The Professional must then receive the written approval from the School District to include any such equipment, material or modes of construction as proprietary items prior to including them as such in the bidding contract documents.

ARTICLE 6
INSURANCE

6.1 Professional Liability Insurance. The Professional shall secure and maintain, at his sole cost and expense, professional liability insurance to protect against loss resulting from design errors and omissions, failure to coordinate properly the drawings and specifications of the project, failure to properly execute the construction administration duties for the project, or failure to otherwise perform his obligations pursuant to this Agreement.

A. Unless otherwise specifically provided in the Agreement, the Professional shall be required to secure and maintain professional liability insurance with a minimum coverage of $3,000,000, or the total of the Professional's fee, based on current allocations, under all the contracts with the School District as of the date of this Agreement, whichever is greater.

B. If the Professional is a Joint Venture, one professional liability insurance policy covering the joint venture may be furnished, or two separate policies covering the individual joint ventures may be furnished. If, however, two separate policies covering the individual joint ventures are furnished, each policy must provide the minimum coverage as specified herein. In addition, the certificates of insurance, in the case of two separate policies, must include statements that the insurance covers joint venture projects.

C. The Professional is required to secure and maintain professional liability insurance, in accordance with this paragraph, up to and including two years after the date of the last final inspection of the construction contracts under the project.

6.2 General Liability Insurance. The Professional shall secure and maintain, at his sole cost and expense, general liability insurance to protect the School District and its employees, officers, and Board Members against claims arising out of the Professional's or the Professional's employees or agents acts or omissions during the design, construction, and warranty period of the project, for damages in law or equity for property damage and/or personal injury, including wrongful death.

The School District shall also be named as an Additional Insured in the Policy and an Additional Insured Endorsement shall be provided along with the Certificates of Insurance. Upon request, the professional shall submit a certified copy of the entire policy to the School District. The limits of coverage shall be at least $1,000,000 per occurrence and $3,000,000 aggregate

6.3 Additional Insurance. Professional shall secure, on behalf of himself, his agents and his employees, and maintain at his sole cost and expense during the design and construction phases, worker's compensation insurance in amounts required by law, automobile liability insurance in the minimum amount of $1,000,000 million and sufficient to cover all automobiles utilized by the Professional, his employees or agents, and an umbrella policy in the amount of at least $1,000,000.

6.4 Certificate of Insurance. Prior to beginning the initial phase of this project, and thereafter at the request of the School District, the Professional shall furnish to the School District annually, unless otherwise requested during the active terms of this Agreement, a Certificate from an Insurance Carrier authorized to do business in Pennsylvania indicating: 1) the existence of the insurance required under this Article 6, 2) the amount of the deductible, 3) the amount of coverage of such insurance, 4) the list of exclusions for all insurance coverage, including errors and omissions insurance. All exclusions to the policies shall be provided on the Certificate of Insurance, or attached to it as a list of exclusions. Such exclusions must be acceptable to and agreed upon by the School District. If no such listing is provided, it will be understood by the School District that there are no exclusions to the policy.

The Certificate of Insurance shall contain a provision that "**coverage afforded under the policies will not be canceled, allowed to expire, or in any way changed, including alterations to the conditions of the policy, until at least thirty (30) days written notice has been given, by registered mail, to the School District.**"

6.5 Failure to Comply with Insurance Requirements. During any period in which the Professional is not in compliance with the terms of this Article, no compensation shall be paid by the School District to the Professional. Failure to maintain the required insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve the Professional from the obligations of this Agreement including, but not limited to, the Hold Harmless Clause.

ARTICLE 7
SUSPENSION, TERMINATION, AND REACTIVATION OF WORK

7.1 SUSPENSION OF WORK

The School District may, at any time, direct the Professional to suspend all work on the Project, or any part thereof, pending receipt of further notice from the School District. In all such cases the School District and the Professional shall agree upon an appropriate phasing out of the work, or any part thereof, in such a manner that the work may be resumed with a minimum of added costs to the School District, but in no event shall the work be continued beyond the completion of the design phase in which it then is. The Professional shall be compensated for the reasonable value of all professional services provided to the date of suspension with no further recourse against the School District.

7.2 TERMINATION OF AGREEMENT

7.2.100 Termination for Convenience. The School District shall have the right at any time for any reason, to terminate the Agreement by written notice, which termination shall be effective as provided in said notice. The Professional shall comply with all instructions of the School District then or subsequently given, relating to such termination, including but not limited to: instructions concerning delivery of drawings, sketches, and other architectural/engineering data to the School District, discontinuance of the work on outstanding contracts, and furnishing to the School District information concerning all action to be taken respecting outstanding agreements with consultants, contracts, awards, orders or other matters.

7.2.101 Termination upon Disability of Professional. In the event of death, or mental or physical disability of Professional, or his inability to complete the contract for any reason over which Professional has no control including military mobilization, or dissolution of the Professional firm, the School District shall have the right to terminate the Agreement and to select and employ a new professional to complete the work. This provision does not negate the School District's right to recover damages from the Professional for breach of the Agreement as may be appropriate.

7.2.102 Adjustment of Compensation Upon Termination. Upon termination of the Agreement, as herein before provided, the compensation of the Professional shall be adjusted in accordance with the following. Nothing set forth hereafter shall be construed as negating the School District's right to recover damages from the Professional for breach of the Agreement where appropriate.

A. If the Agreement shall be terminated as of the end of any of the five stages of the Professional's work, for any reason except the material default by the Professional, all obligations of the School District to the Professional shall be discharged by the payment to the Professional of that percentage of the fee due under Article 4 for the compensation of the work through that phase, plus any reimbursable costs properly approved under the Agreement or otherwise authorized and properly incurred under any provision of these General Conditions.

B. If the Agreement shall be terminated at any time during the construction phase, for any reason except the material default by the Professional, the obligation of the School District to the Professional shall be discharged by the payment of the monthly payment due for the month in which such termination occurs, plus any other unpaid items due and owing for work performed prior to the terminate date.

C. If the Agreement shall be terminated for any reason except the material default by the Professional, at any time during the course of any Design Phase, all obligations of the School District to the Professional shall be discharged by the payment to the Professional of all sums due and unpaid in respect of all completed design phases, plus an appropriate portion of the payment due for the phase in which the Agreement is terminated.

D. If the Agreement is terminated by reason of death or incapacity of the Professional, all payments due and owing shall be made to his personal representative. If the Agreement is terminated by reason of the liquidation of a partnership or the dissolution of a corporation, payment shall be made to the liquidating partner or trustees as the case may be.

E. If the Agreement is terminated by reason of a material default of the Professional, continuing for the period specified in the written notice of such default and demand for cure, no further payments shall be made to the Professional until the School District shall have engaged another Professional to complete the project. If another Professional is engaged, the cost to the School District of the compensation and expenses of such other Professional shall be deducted from the remainder of the compensation otherwise payable to the Professional for completion of the work under the Agreement. Nothing in the preceding Section or Sections shall limit the remedies available to the School District which result from Professional's breach. The School District shall be entitled to all available remedies at law or in equity. Any shortage shall be recoverable from the Professional.

7.3 PROVISION FOR SPECIAL CASES

If the Agreement, in its Special Conditions, so provides, by a reference to this paragraph, then upon any suspension of work or termination of the Agreement, the School District and the Professional shall agree upon the amount to be reimbursed to the Professional to cover the costs, during any period of suspension, or incurred in effecting a termination, of any additional space specifically leased for the project and of holding or terminating the employment of any group of employees specially hired for the project. The Professional shall have given the School District notice prior to leasing such space or hiring such personnel as a prerequisite to receiving additional compensation hereunder. The Professional shall use his best efforts to minimize all claims for additional compensation hereunder. The Professional shall not incur any claims for additional compensation hereunder without the prior written approval of the School District.

7.4 REACTIVATION OF PROJECT

Where the project has been terminated or suspended for a time period that is less than twelve (12) months, School District shall not be liable to Professional for any additional compensation, start up costs, or reimbursable expenses associated with reactivating the project. Where a Project has been suspended or terminated for a longer time than twelve (12) months and is subsequently reactivated, the School District and the Professional shall agree, prior to the beginning of the reactivation work, upon a lump sum, or other basis, of reimbursement to the Professional of his extra startup costs as result of the work having been suspended or terminated. If agreement as to the amount of reimbursement is not reached, the Professional shall proceed with the project and seek adjustment under the claims provisions of the contract. If the Professional does not proceed within 30 days from notice to proceed, the School District may terminate the Agreement for material default.

ARTICLE 8
PROVISIONS REQUIRED BY PENNSYLVANIA LAW OR FEDERAL LAW TO BE INSERTED

8.1 Provisions Deemed Inserted. Each and every provision required to be inserted in Professional Agreements by the law of Pennsylvania, or the lawful regulations of any agency of the Commonwealth, and, if the Project involves the use of federal funds, by any law of the United States of America or the lawful regulations of any agency thereof applicable to the Agreement, shall be deemed to be inserted herein, and the Agreement shall be read, interpreted and enforced as if such provisions were set forth therein in full.

8.2 Physical Amendment of Agreement. If desired by the School District or by any State or Federal Officer having power to require the inclusion of provisions and terms in Professional Agreements, the Agreement shall be forthwith physically amended to include such provisions.

ARTICLE 9
DEFINITIONS

9.1 As used in these General Conditions and Special Conditions, and in the Agreement, the following definitions shall be as described herein, unless the context clearly dictates otherwise.

A. Agreed Estimated Construction Cost shall mean the most recent estimate approved as such, or, in the absence of any other approved Agreed Estimated Construction Cost, the amount approved by the School District as the Allocation.

B. Agreement means the Standard Form of Agreement for Professional Design Services, of which these General Conditions are made a part.

C. Cost Allocation or Allocation shall mean the estimated construction costs or base amount set forth by the School District, or amended as provided for herein, and meant to be the same sum as the aggregate of low bids received on the bid date.

D. Bid Date means the last day upon which bids are received for construction contracts for the Project.

E. Contract Documents (for the prime construction contracts) refers to the School District's standard construction contract provisions, which consist of the construction agreement, notice to bidders, the instructions to bidders, the bid proposal, the contract bonds, the conditions of the contract (General Provisions, General and Special Requirements, and Additional Contract Conditions), the drawings and specifications of all contracts, and all bulletins and addenda issued prior to execution of the construction agreement, and all modifications thereto.

F. Program Development means the compilation of raw statistical space data, including basic functional units. Approximate number of persons and special equipment for each function will be provided by the School District. The Professional shall be responsible for translating the raw statistical data into organizational relationships, activities and functions to be housed within the building or buildings of this Project and shall develop layouts and building plans which establish net and gross space and volume requirements for the Project within the established allocation.

G. Project Scope means the authorized and approved work to be included in the Project that defines the allocation, the property site and a description of the construction required, as outlined in Rider A of this Agreement.

H. School District shall mean the Warren County School District.

I. Error or Omission Change Order means a change order required to correct a professional's error in contract documents or an omission of information, material or construction necessary to complete the project.

J. The Construction Phase is defined as commencing with the Notice to Proceed being issued to the first prime contract for the work of the Project or any part thereof, and terminating upon acceptance by the School District of recommendation of final payment on the last prime contract to be completed.

K. Wasted Design. Wasted Design is that part of an approved design which was previously approved by the School District, which cannot be reused in a revised design, providing the design changes or revisions to the design were not necessitated by actions or inactions of the Professional.

L. Qualified Representative. Registered Architect in the Commonwealth of Pennsylvania.

M. Allowable Reimbursable Expense: Mileage and meals for project representative, printing, and hotel for project representative. All other are considered part of overheard and as such are not allowable.

RIDER B
GENERAL CONDITIONS

EXHIBIT A

SCHOOL DISTRICT'S OPTIONS FOR PROCEEDING WITH DESIGN
WHEN COST ESTIMATE EXCEEDS ALLOCATION

1. **REDESIGN:**
When the Cost Estimate exceeds the Allocation, it shall be the responsibility of the Professional to adjust the entire design, at no expense to the School District, to bring the Cost Estimate within the Allocation.

2. **DEDUCTIVE BASE BIDS:**
When the Cost Estimate exceeds the Allocation, the Professional, with the approval of the School District, may include Deduct Alternates from the Base Bid, at no expense to the School District, to bring the construction Cost within the Allocation.

3. **CHANGE IN SCOPE OF WORK:**
When the Cost Estimate exceeds the Allocation and the basis for the difference arises from factors which indicate the desired Program has been changed by the School District and, as such, is not reasonably attainable within the current Allocation, the School District may choose to adjust the Program and Scope of Work to bring the Cost Estimate within the Allocation. The School District shall instruct the Professional on how to proceed with the adjustment in the Design. The School District shall negotiate the Professional's compensation for adjusting the Design, subject to a negotiated credit for that portion of the original design which is applicable to the redesign.

4. **INCREASE COST ALLOCATION:**
When the Cost Estimate exceeds the Allocation and the Scope of Work (Rider A) has not changed, the School District, at its sole discretion, may increase the Allocation and direct the Professional to proceed with the Design. The Professional's compensation shall remain as negotiated on the original Allocation.

5. **DIRECTION TO PROCEED:**
When the Cost Estimate or subsequent Cost Estimates exceed the Allocation, and, in the opinion of the School District the estimate is considered high, the School District may direct the Professional to proceed with the design without a change in Scope of Work or in the Allocation. However, should the aggregate of low bids exceed the allocation plus five percent (5%), the Professional's obligation with regard to redesigning and re-bidding shall not apply. The Professional's compensation shall remain as negotiated on the current Allocation.

<u>RIDER B</u>
<u>GENERAL CONDITIONS</u>

<u>EXHIBIT B</u>

<u>PREPARATION AND REPRODUCTION OF BIDDING DOCUMENTS</u>

1. The Professional shall, as part of his Basic Services, assemble complete sets of Drawings and Specifications for each Construction Contract included in the Project.

2. The School District shall arrange for the necessary publication by advertisement of the notice to bidders, and shall notify the Professional when the advertisements are released for publication. Until so notified, the Professional shall not release contract documents to any proposed bidder.

3. The Warren County School District will arrange for the reproduction of complete sets of bid documents and provide information where documents may be purchased to all prospective bidders.

4. The bidding documents supplied to prospective bidders by the District shall include (1) the Drawings for each Construction Contract included in the Project, (2) a complete set of Specifications for each Construction Contract included in the Project, (3) Prevailing Wage Determination, (4) Notice to Bidders, (5) Special Requirements, (6) Bid Proposal Forms, (7) Bid Bond Forms, and (8) all Bulletins and Addenda issued to the date of request.

5. All Bulletins and/or Addenda issued after date of mailing of documents shall be forwarded to the bidder and bidders' services by the Professional.

6. The Professional shall furnish to the School District three (3) complete sets of reproducible Bidding Documents.

RIDER B
GENERAL CONDITIONS

EXHIBIT C

ADDITIONAL SERVICES

Unless incorporated as part of the Special Conditions to the Agreement (Rider D), the Additional Services described in Exhibit C are NOT covered by the compensation for Basic Services.

1. Revisions to Approved Drawings and Specifications. Any revisions to drawings or specifications will be part of the Professional's basic services and will result in no extra charges for compensation to the School District.

2. Detailed Estimates of Project Cost. Furnishing detailed estimates of construction project costs except as specifically provided in the agreement.

3. Replacement of Work Damaged by Fire or Other Causes. Evaluating and/or providing replacement studies of any work damaged by fire or other causes beyond the Professional's control during project accomplishment.

4. Default of Contractor. Preparation of Bidding Documents and review of work completed and/or yet to be done upon default of the contractor(s).

5. Project Representation

    a. If more extensive representation at the site is required by the School District than is provided for in the Agreement, the Professional shall provide one or more Full Time Project Representative(s). Such Full Time Project Representative(s) shall be selected, employed and directed by the Professional, and such selection shall be approved by the School District.

    b. The Full Time Project Representative(s) shall, through continuous on-site observations, exercise good faith and due care to provide further protection to the School District against defects or deficiencies in the performance of the construction contracts, but the furnishing thereof shall not relieve the Professional of the responsibilities under the Agreement.

6. Construction Scheduling. Providing services related to Construction Phase Scheduling requested by the School District.

7. Interior Design Services. Providing Interior Design Services of a specialized nature, such as: space planning, interior color and finish schedule, furnishing selections and specifications, window treatment, graphic wall design, art work selection, interior plants, and contract documents for bidding of the above.

8. Surveys. Providing, to the extent required by the project, a Plat of Survey of the site and sufficient adjacent lands, certified by a qualified licensed surveyor, and a Report of Survey, giving, as applicable, grades and lines of streets, alleys and pavements; the location of all rights of way restrictions, easements, encroachments, boundaries and contours of the site; location, dimensions and other complete data as to the exterior of existing buildings, or other improvements and trees; and full information concerning all services and utility lines crossing the site. Such services shall be performed in accordance with the Engineering/Architectural Instructions in effect at the time of the execution of the Agreement.

9. Change Orders. When the School District determines the design work is so extensive that negotiated compensation is required, the School District shall make the determination of the reasonableness of compensation prior to the commencement of the work, unless an emergency situation exists or failure to proceed with the work shall cause delay, in which case the Professional shall maintain an accurate record of his costs.

10. Field Tests. Providing sub-surface explorations, test borings, test pits, related work in accordance with Engineering/Architectural Instructions in effect at the time of the execution of the Agreement.

11. Soils Foundation Engineer. Engaging the services of a registered, qualified soils foundation engineer for furnishing necessary recommendations. Such services shall be performed in accordance with the Engineering/Architecture Instructions in effect at the time of the execution of the Agreement.

12. Laboratory Tests. Providing laboratory testing of soils, concrete or other materials and equipment in accordance with Engineering/Architectural Instructions in effect at the time of the execution of the Agreement.

13. Subsurface Utility Engineering. Providing the location and identification of unknown, unobservable underground facilities, utilities, tanks and other buried objects to the extent required for construction of the project. Prospecting techniques including radio frequency electromagnetic, magnetic acoustic emission sonic, terrain conductivity, ground penetrating radar and select excavation shall be used to provide a comprehensive horizontal map and give an indication of vertical position. Information obtained using this service shall be shown on the Plat of Survey of the project site.

COMPENSATION FOR ADDITIONAL SERVICES

The Direct Labor rates and Overhead costs and rates for reimbursable expenses that shall be used by the Professional and any consultants for the term of this Agreement shall be those Hourly Rates attached to or listed in Rider D.

1. For the additional services described in Exhibit C subparagraphs “1” through “11”, compensation shall be mutually agreed upon in advance by the School District and the Professional and reflected in the original Agreement or set forth in a Fiscal Adjustment to the Agreement. In the event an agreement in advance cannot be reached, the School District may direct the Professional to provide the additional services, in which case the Professional shall provide said services and shall keep a daily record of his cost for performing the additional services. After the additional services are completed by the Professional or are terminated by the School District, the Professional may submit an itemized claim for the cost incurred in performing the additional services.

2. For the additional services described in Exhibit C subparagraphs “12” through “17”, compensation shall be based upon the actual cost of services. If the services are performed by an entity other than the Professional, the School District shall consider the actual cost of such services to be the amount paid to that entity by the Professional after soliciting bids or proposals approved by the School District. Should the Professional perform these additional services, the actual costs of such services shall be at the hourly rates.

RIDER B
GENERAL CONDITIONS

EXHIBIT D

BASIC SERVICES COMPENSATION AND PAYMENT SCHEDULE

1. Payments During Design. The Professional's compensation and payments shall be based upon the amount of the Agreement as detailed in Paragraph 2 (below) --Schedule of Payments During Design. If, at any time, the cost estimate for the Project exceeds or falls below the Allocation by more than ten percent (10%), the School District or the Design Professional may request equitable adjustments. Any adjustments made will be determined by the adjustments made to the scope of the work.

2. Schedule of Payments During Design. The Professional's compensation shall be payable in installments as follows, unless otherwise agreed. As set forth below, the approval required is the written approval of the School District that the indicated phase has been satisfactorily completed. [Such approval shall not be construed as relieving the Professional of his obligation to provide professional services to the standard required by this Agreement or applicable law.]

		PAYMENT
A.	Schematic Design Phase	$ 1,790.70
B.	Preliminary Design Development Phase	$ 1,790.70
C.	Pre-Final Design Documents Phase	$ 2,387.60
D.	Final Design Documents Phase	$ 1,790.70
E.	Bid and Award of Contracts	$ 1,193.80
F.	Construction Phase	
	(1) Construction Administration:	$ 2,387.60
	(2) Product and Fabrication Shop Drawings.	$ 119.38
	(3) Record Drawings:	$ 119.38
	(4) Life Cycle Maintenance Profile:	$ 119.38
	(5) Final Completion:	$ 119.38
G.	Warranty Inspection:	$ 119.38
	SUBTOTAL: BASIC SERVICES	**$ 11,938.00**

4. Reimbursable Expenses:

Reimbursable expenses are those listed on Form R-1-Basic Services. The total amount of the reimbursable expenses included in the agreement will be a **not-to-exceed amount** to be invoiced as the expenses occur. It should be understood that expenses will be reimbursed only to the extent that they are incurred.

SUBTOTAL: REIMBURSABLE EXPENSES (not to exceed) **$ 500.00**

5. Summary:

SUBTOTAL: BASIC SERVICES (not to exceed) **$ 11,938.00**

SUBTOTAL: REIMBURSABLE EXPENSES (not to exceed) **$ 500.00**

TOTAL COMPENSATION: $ 12,438.00

WARREN COUNTY SCHOOL DISTRICT
6820 MARKET STREET
RUSSELL, PA 16345

STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL DESIGN SERVICES

RIDER C
NONDISCRIMINATION CLAUSE

During the term of this contract, Professional agrees as follows:

1. The Professional shall not discriminate against any employee, applicant for employment, independent professional or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. The Professional shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, and selection for training. The Professional shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2. The Professional shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or handicap.

3. The Professional shall send each labor union or workers' representative with which it has collective bargaining agreement or other contract or understanding a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by the Professional.

4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Professional had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Professional was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that the Professional will be unable to meet its obligations under this nondiscrimination clause, the Professional shall them employ and fill vacancies through other nondiscriminatory employment procedures.

6. The Professional shall comply with the all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of the Professional's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended in whole or in part, and the Professional may be declared temporarily ineligible for further School District contracts, and other sanctions may be imposed and remedies invoked.

7. The Professional shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If the Professional does not possess documents or records reflecting the necessary information

requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.

WARREN COUNTY SCHOOL DISTRICT
6820 MARKET STREET
RUSSELL, PA 16345

STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL DESIGN SERVICES

RIDER D
SPECIAL CONDITIONS

1) As a condition of this agreement, it is mutually agreed that **Christopher Coughlin** is the Architect in charge of this project and that will oversee this project both in design and construction administration. Due to the size and scope of this project, the Professional will be obligated to provide a Project Representative registered as an architect in the Commonwealth of Pennsylvania who will attend and conduct all project meetings as described within this agreement. Both parties agree that **Christopher Coughlin** will be the above mentioned Project Representative.

2) The Warren County School District will prepare all construction contracts.

3) During the design phase of this project, the architect/engineer shall cooperate fully with the owner to adjust and change the size and character of the project to meet the owner's evolving project requirements.

4) The Warren County School District may, at its discretion, employ the services of a construction management firm to work on this project. It is mutually agreed and understood that the employment of a construction management firm does not constitute a change in this agreement or give cause for an increase in fee or change in personnel or responsibility.

WARREN COUNTY SCHOOL DISTRICT
6820 MARKET STREET
RUSSELL, PA 16345

STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL DESIGN SERVICES

RIDER E

STANDARDS OF PRACTICE

The Professional agrees that it will exercise the care and diligence expected and required by law of a comparably situated professional in the application of its professional knowledge to accomplish the purpose for which it retained. The Professional represents that it has the experience, skill and knowledge to perform its responsibilities under the contract so as to attain the required standard of care and diligence. It is expressly agreed that any review or approval by the School District of the plans and/or specifications shall not diminish the Professional's obligation to provide plans and specifications that are adequate and sufficient to accomplish the purposes of the project. The Professional hereby represents that it has and will maintain the requisite insurance throughout the duration of this project for Errors and Omissions, and that nothing within this Rider shall exclude reasonable protection for the Professional or the School District under the coverage provisions afforded by the Professional's Insurance Policy.

WARREN COUNTY SCHOOL DISTRICT
6820 MARKET STREET
RUSSELL, PA 16345

STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL DESIGN SERVICES

RIDER F

PROFESSIONAL INTEGRITY PROVISIONS

1. Definitions

   a. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Warren County School District.

   b. Consent means written permission signed by a duly authorized officer or employee of the Warren County School District, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Warren County School District shall be deemed to have consented by virtue of execution of this agreement.

   c. Professional means the individual or entity that has entered into this agreement with the Warren County School District, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.

   d. Financial interest means:

      (1) ownership of more than a five percent interest in any business; or
      (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

   e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

2. The Professional shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Warren County School District.

3. The Professional shall not disclose to others any confidential information gained by virtue of this agreement.

4. The Professional shall not, in connection with this or any other agreement with the Warren County School District, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendations, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Warren County School District.

5. The Professional shall not, in connection with this or any other agreement with the Warren County School District directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Warren County School District.

6. Except with the consent of the Warren County School District, neither the Professional nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

7. Except with the written consent of the Warren County School District, the Professional shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

8. Professional shall waive all rights to file a mechanics lien or any type of lien on all or any portion of the project in the event that School District defaults as to any provision contained herein.

9. The Professional, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.

10. The Professional shall, upon request of the Warren County School District, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the Professional of, concerning, and referring to this agreement with the Warren County School District or which are otherwise relevant to the enforcement of these provisions.

11. For violation of any of the above provisions, the Warren County School District may terminate this and any other agreement with the Professional, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim additional damages for all expenses incurred in obtaining another Professional to complete performance hereunder, and debar and suspend the Professional from doing business with the Warren County School District. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Warren County School District may have under law, statute, regulation, or otherwise.

ATTACHMENT #7

ARCHITECTS, LLC

4380 West 12th Street, Erie, Pennsylvania 16505
Phone: 814.838.6586, Fax: 814.838.6588, Email: ccoughlin@hrlcarchitects.com

May 18, 2026

Mr. David Undercoffer
Director of Operations
Office of Buildings and Grounds Services
Warren County School District
6820 Market Street
Russell, PA 16345-3406

Re: Sheffield Area Elementary Middle School Cafeteria Serving Line Renovation

Dear Mr. Undercoffer,

Thank you for the opportunity to provide you with a proposal to provide Architectural Services for the renovations to the Cafeteria serving line at Sheffield Area Elementary Middle School.

Our scope of work (HRLC and HF Lenz) for services requested would be as follows:

- Provide the front end of the specification for bidding purposes.
- Attend design meetings as required.
- Provide bid tabulations and recommendation.
- Electrical and Plumbing Engineering.

Our fee does **NOT** include the following:

- Structural, Mechanical Engineering and Fire Protection.
- Permit, Building Code and Local/Municipal fees.
- Coordination and compliance with public utility providers.
- Printing and copying.
- Renderings.

Our fee for the Architectural Services would be the Pennsylvania DGS rate and the preliminary estimated construction cost for the renovations to Eisenhower High School Cafeteria serving line is $120,000.00 - $139,000.00 ($11,938.00 based on an estimated cost of $127,000.00).

Progress payments for Services would be based on the following percentages:

Schematic Design Phase	Fifteen percent (15%)
Design Development Phase....................................	Thirty-Five percent (35%)
Construction Documents Phase	Seventy-Five percent (75%)
Bidding Phase	Eighty percent (80%)
Construction Phase...	One Hundred percent (100%)

Please review at your earliest convenience and let us know if you have any questions or comments.

Sincerely,

Christopher D. Coughlin, R.A. Principal
HRLC Architects, LLC

BOARD PRESIDENT

____

ARCHITECT

____

STANDARD TERMS AND CONDITIONS
HRLC Architects, LLC
Registered Architects
January 1, 2026 – December 31, 2026

Performance of services by HRLC Architects, is subject to the terms and conditions set forth herein and in the letter of agreement to which these standard terms and conditions are attached.

A. CHARGES FOR ADDITIONAL SERVICES: Additional services provided shall be charged on the basis of the number of hours expended by each professional, technical or administrative employee involved in providing the Basic or Additional Services, multiplied by the then current hourly rate for each such professional, technical, or administrative employee. Current rates for each classification of professional or technical employee are set forth below. Standard rates given below are effective through December 31, 2019, after which HRLC Architects, LLC reserves the right to adjust them.

Classification	Hourly Rate
Registered Architect	$177.00 per hour
Project Manager	$171.00 per hour
Field Representative	$121.00 per hour
Designer	$100.00 per hour
CAD Operator	$ 84.00 per hour
Administrative	$ 74.00 per hour

B. OTHER EXPENSE CHARGES: HRLC Architects, LLC charges for certain expenses incurred in providing Basic or Additional Services, based on its then current expense charge policy. Typical expenses for which charges are made include, without limitation, printing/reproduction, postage or shipping and delivery of drawings/specifications, travel and travel related expenses beyond the Erie area, approval fees, toll telephone charges and facsimiles, and express delivery charges. Also, geotechnical and/or environmental assessments such as storm water management, etc.

END OF DOCUMENT

SITE MARKETING AGREEMENT

This Site Marketing Agreement (the "**Agreement**") is made and entered into on the latest date set forth on the signature page below ("**Effective Date**"), by and between Diamond Towers V LLC, a Delaware limited liability company having an address at 120 Mountain Avenue, Springfield, New Jersey 07081 ("**Diamond**"), and Warren County School District having an address at 6820 Market Street, Russell, PA 16345 ("**Entity**"). Diamond and Entity shall each be referred to as "**Party**" and together as "**Parties**."

WITNESSETH

WHEREAS, this Agreement covers those certain properties, towers, and other structures that are owned, leased, operated, or otherwise controlled by the Entity as designated on the attached Exhibit A, Included Properties, which is incorporated herein by reference for all purposes (each, a "**Property**," and collectively the "**Properties**"); and

WHEREAS, Entity has determined that a public purpose may be served by the development of wireless communication infrastructure on the Properties; and

WHEREAS, Entity desires to retain Diamond to exclusively market existing wireless infrastructure and manage the development of new or expanded wireless communication infrastructure on the Properties, including existing and newly developed structures for macro sites and small cells. These services will include marketing the Properties to any wireless communication operators or other tenants (each a "**Tenant**" or, if more than one, "**Tenants**") interested in locating communications equipment on or in (a) existing towers, buildings, rooftops, kiosks, or other existing structures located on the Properties (each, an "**Existing Structure**") and (b) new structures built on the Properties (each, a "**New Structure**"); and

WHEREAS, Diamond, having expertise in the field of telecommunications site management and development, is agreeable to being Entity's exclusive representative for purposes of marketing the Properties to potential Tenants as described herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Entity and Diamond agree as follows:

Section 1. Engagement:

Entity hereby grants Diamond the exclusive right during the Term, as herein defined, to market the Properties for telecommunication use by Tenants, including without limitation macro site infrastructure and small cell infrastructure. Any Property that Entity wishes to include in Diamond's exclusive marketing rights is set forth in Exhibit A, Included Properties, attached hereto. The Parties may mutually agree to update Exhibit A from time to time during the Term to add properties to the list of "Properties" for which Diamond will have the exclusive right and license to market hereunder, provided that any such updates to Exhibit A are approved and signed by authorized representatives of each Party. Further, Entity reserves the right to remove any

Property from the list by notifying Diamond in writing if the Property is required for Entity purposes, which determination may be made by Entity in its sole discretion.

Section 2. Duties of Diamond and Entity – Roles and Responsibilities:

2.1 Diamond shall utilize its sales force to market the Properties to Tenants. The marketing may include the following:

2.1.1 The development and distribution of Entity and Property-specific marketing materials, including presentations and marketing sheets which highlight attributes of the locations and carrier coverage analysis;

2.1.2 Incorporation of the Properties and Existing Structures into Diamond's database for marketing to potential Tenants; and

2.1.3 Meetings with wireless communication companies, including Verizon, AT&T, T-Mobile, Dish Network, and cable companies, among others, to market the Properties.

2.2 Following a potential Tenant's indication of interest to locate, colocate, or attach wireless communications equipment on a Property, Diamond shall submit information on the potential location, colocation or attachment to Entity for review, including the form of agreement as follows: (i) a lease/sublease agreement between Entity and Diamond for a colocation or attachment on an Existing Structure (an "**Antenna Site Lease Colocation Agreement**") utilizing the form attached hereto as Exhibit B, with Diamond leasing space from Entity on the Existing Structure and subleasing or licensing that space to the Tenant pursuant to an agreement between Diamond and Tenant, or (ii) a option and ground lease agreement (an "**Option and Ground Lease Agreement**") between Entity and Diamond for a location of a New Structure utilizing the form attached hereto as Exhibit C with Entity leasing an agreed upon portion of the applicable Property to Diamond for the construction, ownership, operation, and maintenance by Diamond of any such New Structure. The terms Antenna Site Lease Agreement and Option and Ground Lease Agreement may collectively be referred to as the "**Leases**" or individually as a "Lease." In each of romanette (i) and (ii) above, Diamond's proposed lease will grant Diamond a leasehold interest in the applicable Property, subject to the terms and conditions therein, as may be further negotiated by Entity and Diamond prior to execution. Whether or not to accept any Lease from Diamond, and on what terms, shall be in the sole discretion of Entity. Nothing herein shall require Entity to enter into any Lease or other agreement. No Lease or other agreement shall be effective unless and until all requisite approvals have been received by Entity including, as necessary, approval of its governing body. Diamond acknowledges that nothing in this Agreement, or the Lease(s) if entered, shall interfere with the Property's use for Entity's purposes. Entity, by and through its governing body, retains ultimate and exclusive authority to control all aspects of the Property's use, including the right to determine at any time that a Property may be withdrawn from consideration for a Lease transaction.

2.3 In relation to any opportunity generated under this Agreement, Diamond shall provide Entity services including consulting and project management; and upon execution of any Lease, Diamond may, as set forth in such Lease, provide Entity additional services including seeking regulatory and zoning approvals; community outreach; site management; existing tenant management (if applicable); site administration; and any other services agreed between the Parties. Diamond shall be responsible for compliance with all applicable local, state, and federal laws and regulations related to use of all Properties pursuant to this Agreement.

Section 3. Access to the Properties:

3.1 Entity acknowledges that, for Diamond to perform its duties, Diamond and its agents will require access to the Properties. Diamond shall have the right, upon prior notice to Entity as set forth herein, to grant access to and from the Properties to Diamond's employees and agents, and any Tenants, so long as the same does not interfere with Entity's use of the Properties and is for the purposes of facilitating Diamond's rights and obligations under this Agreement. When accessing any Property, Diamond, its employees, agents, and any Tenants shall comply with all Entity safety, security, and access protocols and requirements, including any required reports of child abuse, clearances, and training for any person who may come into direct contact with children, as defined by Entity policy. Diamond shall provide Entity's designated contact (as listed in this agreement or as may be updated by Entity in writing) with at least seventy-two (72) hours' written notice prior to accessing any Property. Entity shall provide any safety, security, and access protocols for such Property to Diamond upon such request for access.

Entity Contact for Property Access: Dave Undercoffer - 814-688-6246

Section 4. Term and Compensation:

4.1 The term of this Agreement shall commence on the Effective Date and, unless terminated earlier as provided herein, shall continue in effect for a period of five (5) years following the Effective Date (the "**Initial Term**"). This Agreement may be extended for an additional five (5)-year term ("**Extension Term**") upon the mutual written consent of Entity and Diamond, including receipt of all requisite approvals and authorizations to execute same. The Initial Term and Extension Term may be collectively referred to as the "**Term**."

4.2 Entity shall have no obligation to compensate Diamond for any services performed pursuant to this Agreement. Diamond shall be responsible for all costs incurred in performance and shall have no right to reimbursement from Entity for any of its expenses, including without limitation expenses incurred for marketing the Properties and negotiation of Leases, securing necessary permits and approvals to construct or install wireless communication equipment and related structures.

Diamond acknowledges that it has received consideration for the performance of its obligations under this Agreement by virtue of the right granted to enter potential Lease transactions.

4.3 The compensation owed by Diamond to Entity related to any Lease shall be as further described in Exhibit D, attached hereto and a made a part hereof. Diamond's payment of any compensation to Entity will be as set forth in the applicable Lease.

Section 5. Insurance:

5.1 Diamond shall maintain in full force and effect throughout the Term commercial general liability insurance with a combined single limit of at least One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, which insurance shall name Entity as an additional insured.

5.2 Diamond shall purchase and maintain Workers' Compensation as required by statute and Employer's Liability insurance.

5.3 Diamond shall purchase and maintain business automobile liability insurance, applying to owned, non-owned, and hired automobiles in an amount not less than $1,000,000 for bodily injury, including death to any one person, and for property damage on account of any one occurrence. The policy shall insure any vehicle used in connection with Diamond's obligations under this Agreement. A "Waiver of Subrogation" in favor of Entity shall be provided.

5.4 Diamond shall purchase and maintain professional liability insurance that will cover all acts, errors, or omissions and breach or disclosure of personal information by Diamond in the amount of $1,000,000 per claim, with an annual aggregate of at least $2,000,000.

5.5 Diamond shall promptly, upon execution of this Agreement and on an annual basis throughout the Term, furnish certificates of insurance and proof of the required insurance and endorsements demonstrating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

5.6 All insurance carriers will carry an A.M. Best rating of A- or better and be of a financial size category of VIII or larger.

Section 6. Indemnification:

Diamond agrees to indemnify, defend, and hold Entity harmless from and against any and all third-party claims, injury, loss, damage, liability, costs or expenses (including reasonable attorneys' fees and court costs) incurred by or asserted against Entity arising from Diamond's negligent acts or omissions, or Diamond's intentional acts, related to the activities set forth in this Agreement. Notwithstanding the foregoing, to the extent permitted by law, Diamond's obligations under this

Section shall not apply to any claim or liability to the extent determined by a court, arbitrator, or tribunal of competent jurisdiction to be based upon the negligence, recklessness, or willful behavior of Entity.

Section 7. Termination:

7.1 Termination for Default: In the event of a material breach of this Agreement (a "**Default**") by either Party, the non-defaulting Party shall provide the defaulting Party with a written notice of said Default, providing the defaulting Party with at least forty-five (45) days to remedy said Default. If the Default continues after said cure period, the non-defaulting Party may immediately terminate this Agreement.

7.2 **Termination by Entity:** Entity may terminate this Agreement upon ninety (90) days' written notice to Diamond if (i) within three (3) years of the Effective Date, Diamond's marketing efforts have failed to yield any executed Lease agreements with Tenants regarding the Properties or (ii) the needs of Entity require other use of the Properties as determined in Entity's sole discretion. Termination of this Agreement pursuant to this Section 7.2 shall not terminate any active Leases, which Leases may only be terminated by their own terms. Notwithstanding the foregoing, and to the extent such termination is not due to subsection (ii) above, if Diamond has received bona fide interest from a Tenant to collocate on a Property within three (3) years of the Effective Date, Diamond shall be entitled to continue working with such Tenant, post termination, to attempt to finalize a Lease pursuant to Diamond's rights under this Agreement for an additional six (6) months. Such Lease shall remain subject to the terms and conditions of this Agreement. For purposes of this Section, "bona fide interest" means a proposal, written expression of interest regarding a specific Property or Properties, commencement of formal negotiation of terms, or other documented expression of specific intent or interest by a potential Tenant regarding a Property. "Bone fide interest" shall not include receipt, general response, or informal communications regarding marketing of properties not specific to a particular Entity Property or Properties.

Section 8. Successors and Assigns:

This Agreement may not be transferred or assigned by Diamond without the express written consent of Entity. To the extent permitted by law and if a transfer or assignment is agreed to by Entity, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of Entity and Diamond.

Section 9. Entire Agreement:

This Agreement and the related agreements referred to herein and attached hereto constitute the entire agreement between the Parties with respect to the subject matter herein and shall supersede all prior agreements and understandings, oral or written, between the Parties hereto concerning the subject matter of this Agreement. No Party has made any oral or written representation other than those set forth in this Agreement, and no Party is entering into this Agreement in reliance on any representation other than those set forth in this Agreement.

Section 10. Notices:

Any notice, approval, waiver, objection, or other communication ("Notice") required or permitted to be given hereunder or given in regard to this Agreement by one Party to the other shall be in writing and the same shall be given and be deemed to have been served and given: (a) if hand delivered, when delivered in person to the address set forth hereinafter for the Party to whom notice is given; (b) if mailed United States mail, postage prepaid, by Certified Mail, Return Receipt Requested, when delivered; or (c) if by overnight delivery by a nationally recognized courier, when received by the other Party. Any Party may change its address for notices by notice theretofore given in accordance with this Section 10:

If to Entity, to:
Warren County School District
6820 Market Street
Russell, Pennsylvania 16345Attn:_ Dave Undercoffer

If to Diamond, to:

Diamond Towers V LLC
120 Mountain Avenue
Springfield, New Jersey 07081
Attention: Legal Department

Section 11. Headings:

The headings within this Agreement are intended solely for the convenience of reference and shall not be considered in construing this Agreement.

Section 12. Governing Law:

This Agreement shall be governed in accordance with the laws of the State of Pennsylvania, without regard to that State's conflicts laws.

Section 13. Representations and Warranties:

13.1 Each Party represents and warrants to the other Party that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Party and is enforceable in accordance with its terms.

Section 14. Limitation on Damages. Neither Party, nor any of the Parties' respective parents, subsidiaries, affiliates, governing body members, directors, officers, partners, shareholders, members, employees, agents, successors, or permitted assigns, will be liable for any special, incidental, indirect, exemplary, punitive or consequential damages of any kind whatsoever, including lost profits, lost revenues, lost data, and other economic losses, however caused and regardless of whether such damages are foreseeable or whether a Party has been advised of their possibility. These limitations on damages will apply regardless of whether the liability arises out of breach of contract, tort, indemnity, or any other theory.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement shall become effective on the Effective Date:

ACCEPTED BY:

Warren County School District

ATTEST: ______________________________
Taylor M. Trisket, Board Secretary

BY:_______________________________________

PRINT NAME: ______________________________

TITLE: __________________________________

DATE: __________________________________

ACCEPTED BY:

Diamond Towers V LLC

BY:_______________________________________

PRINT NAME: Michael G. Brett

TITLE: COO

DATE: ___________________________________

EXHIBIT A
Included Properties

Property	Latitude	Longitude
Warren Area High School	41.85785	-79.1361
Eisenhower Middle High School	41.96344	-79.2032
Beaty-Warren Middle School	41.84637	-79.1397
Sheffield Area Elementary Middle School	41.71643	-79.0444
Youngsville Elementary Middle School	41.85007	-79.3272
Eisenhower Elementary School	41.9627	-79.2042
Warren Area Elementary Center	41.85827	-79.1336
Warren County School District	41.93616	-79.1425
Warren County Career Center	41.85893	-79.1374

EXHIBIT B

Antenna Site Lease Agreement Form

[ATTACHED]

ANTENNA SITE LEASE AGREEMENT

This Antenna Site Lease Agreement ("**Agreement**') is entered into on this __ day of ____________, 202__ (the "**Effective Date**"), by and between Diamond _________LLC, having an office at 120 Mountain Ave., Springfield, NJ 07081, on behalf of itself and its affiliates (hereinafter referred to as "**Diamond**"), a Delaware limited liability company, and _________, having its principal office at _____________ (hereinafter referred to as "**Landlord**"), a ______________________.

WHEREAS, the term "**Premises**" as used in this Agreement refers to the land, improvements or property owned or managed by the Landlord and known as ___________________________, located at ________________________, in the City of ______________, County of _____________, State of Pennsylvania, , together with a non-exclusive easement for ingress and egress as more particularly described in the attached Exhibit A.

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration recited herein, receipt of which is hereby acknowledged by the Landlord and Diamond, Landlord and Diamond agree as follows:

1. **USE**:

(a) Landlord leases to and grants Diamond exclusive use of the Premises for the installation, removal, operation and maintenance of wireless communications transmission systems of Diamond and/or those individuals or entities (such individuals or entities being hereinafter collectively referred to as "**Licensees**") installing, removing, maintaining and/or operating radio communications systems, video transmission systems and/or other communications transmission systems at the Premises pursuant to separate agreements between Diamond and such Licensees. This equipment and its component parts, belonging to both Diamond and Licensees, are hereinafter defined and referred to collectively as the "**System(s)**".

(b) The parties hereto agree that the System(s) and/or equipment may be owned by Diamond and/or Diamond's Licensees and that Diamond shall remain fully responsible for the performance and observation of the duties, conditions and provisions under this Agreement. Diamond shall have the right to post on the Premises, a conspicuous sign giving notice of its exclusive right to the use of the Premises for the installation of such System(s). Said sign shall be no larger than 8.5" X 3.75" and shall be posted in such a manner that no damage will be done to the property of the Landlord.

(c) Diamond or its Licensees will have to perform engineering analysis as to the feasibility of or coverage provided by Systems installed at the Premises. Landlord understands that Diamond and/or its Licensees cannot install the System(s) at the Premises without obtaining all required permits, consents, and approvals of all governmental authorities and agencies or other applicable third parties pertaining to or in connection with the construction, ownership, operation, maintenance or use of the Systems (collectively, the "**Approvals**"). Landlord shall reasonably assist Diamond or its Licensees in obtaining all necessary Approvals, but such assistance shall be at no cost to Landlord. As a result of the indeterminate time it will take before the necessary Approvals are granted and/or the engineering studies of Diamond or its Licensees are completed, Landlord is aware that there can be no date certain for installation of System(s) at its Premises but Diamond agrees to work in good faith and with due diligence.

2. **TECHNICAL**:

(a) It is understood that the exact model number and types of equipment associated with each System shall be determined upon completion of engineering studies since frequency, coverage pattern, technological improvements and other factors are integral parts of such a determination. It is understood and agreed that the particular equipment associated with each System may include antenna(s) for transmitting and for receiving (being of various sizes and shapes; i.e., poles, panel, parabolic, etc., and which may be installed on the same mounting assembly or at a different level or location), radio base station(s) and cables which are connected to the antenna(s), a video system which may include video and radio components and associated control accessories.

(b) Diamond and Licensees shall be permitted to use the interior and exterior portions of the Premises for the location of antennas and to use the interior portions of the Premises to install, remove, operate, maintain and repair cables, pipes, conduits, cable trays and other associated components in order to connect and operate such System(s).

(c) At Landlord’s option and at Diamond’s sole expense, Diamond and/or Licensees may utilize the electrical power distribution system installed at the Premises, or Diamond and/or Licensees may make arrangements with the electric utility company to have a separate electric service, billed to and paid directly by Diamond or Licensee, installed upon the Premises solely for the purpose of supplying electrical power to the System(s). In the event that Landlord elects for Diamond and/or the Licensees to utilize the electrical power distribution system installed at the Premises, Diamond and/or the Licensees, at their sole respective expense, will arrange for the electric utility company to install a sub-meter, bearing the relevant certificate of accuracy, to measure the electrical power consumed by equipment of Diamond and/or any Licensees. In such case, Diamond will reimburse Landlord for power consumed. Such reimbursement shall be in addition to the monthly amounts paid or sums paid the Landlord pursuant to the provision of Section 15 and <u>Exhibit B</u> of this Agreement and shall not be included in the calculation of revenue received from the installation of System(s) at the Premises as set forth on <u>Exhibit C</u> attached hereto and made a part of this Agreement. In the event that Landlord elects for Diamond and/or any Licensee to have a separate electric service installed upon the premises, Diamond and/or the Licensee(s) shall make arrangements with the utility company to install the separate electric service, at the sole expense of Diamond and/or Licensee(s), and bill Diamond or Licensee(s) directly for electricity consumed by said system.

(d) Prior to the initial installation of the Systems, any proposed utilities, or any connections to Landlord's existing utilities, Diamond shall submit to the Landlord, for its approval, plans and specifications for the same. Such approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall approve or reject each submittal by delivering to Diamond a completed Landlord approval form in substantially the form of the Landlord Approval Form attached hereto as Exhibit D ("**Landlord Approval Form**") within thirty (30) days after receipt of any such submittal from Diamond. In the event that a Diamond submittal is rejected, such Landlord Approval Form shall describe in detail the reason for such rejection and will allow Diamond the opportunity to remedy the specified reasons for rejection if possible. All costs and expenses, including but not limited to the cost of repairs related to the making of any installations and modifications to the Systems or electrical services and meters directly related to the Systems shall be borne by Diamond.

(e) If at any time Diamond reasonably determines that any System(s) installed at the Premises does not materially perform to expectation, or is subject to material interference, or material changes in the surrounding buildings and/or structures limits the System(s)' effectiveness, Diamond will have the right to remove said System(s) and cease payment corresponding to the specific System(s) removed. In such event, and at Landlord's option, Diamond shall, at its expense, remove any separate electrical service serving such removed System(s), if installed, or reverse any modifications to the electrical distribution system of the Premises, and, in all events, Diamond shall restore the Premises to its condition existing prior to said installations or modifications, reasonable wear and tear excepted.

3. **INTERFERENCE**:

(a) Should it be reasonably determined that the System(s) installed by Diamond and/or any Licensee cause any interference to the radio, television or other electronic components of Landlord or the tenants within Landlord's building, then Diamond will immediately provide whatever expertise and equipment is necessary for the elimination of the interference at the sole expense of Diamond. If the interference cannot be eliminated by ordinary means, using accepted engineering practices, then components of the offending System(s) shall be removed from the Premises by Diamond or any Licensee upon written request of Landlord.

(b) Diamond represents that, prior to entering into this Agreement, it will exercise due diligence in reviewing the Premises and existing uses on or near the Premises to reasonably determine that it is appropriate for the intended use without interference, and will continue to exercise such due diligence prior to any installation(s) by Diamond or any Licensee. In the event the Landlord or Landlord's tenants install electronic equipment after the date of installation(s) by Diamond or any Licensee and such equipment causes material interference to the System(s) of Diamond or any Licensee, or the System(s) cause material interference to Landlord's after-installed electronic equipment that is necessary for its governmental/public purpose, then, Diamond shall notify Landlord and the Parties agree to work in good faith to try to determine solutions to mitigate or resolve the interference problem, including removing or relocating the offending equipment. In the event interference is material and unable to be rectified, Diamond shall have the right, but not the obligation, to terminate this Agreement upon thirty (30) days' written notice to Landlord. In no event shall this paragraph require Landlord to refrain from using any electronic equipment necessary for its governmental/public purpose, regardless of when installed.

4. **QUIET ENJOYMENT**: Landlord covenants and agrees that, upon Diamond's observing and performing all the terms of this Agreement, Diamond and all Licensees may peacefully and quietly enjoy the Premises, subject to the terms and conditions of this Agreement.

5. **CONDITION OF PREMISES:** Diamond acknowledges that it has independently and personally inspected the Premises and that it has entered into this Agreement based upon such examination and inspection. Diamond accepts the Premises in their current condition, "AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED," other than the warranty of quiet enjoyment; specifically, without limiting the generality of the foregoing, Diamond accepts the Premises without any warranty of (a) the nature or quality of any construction, structural design or engineering of any improvements currently located at or constituting a portion of the Premises, (b) the quality of the labor and materials included in any such improvements, or (c) the suitability of the Premises for any particular purposes or development potential.

6. **INTENTIONALLY DELETED.**

7. **ACCESS**: Landlord hereby authorizes Diamond and its Licensees and their respective officers, agents, assigns, representatives, employees, contractors, subcontractors, and clients to access the aforementioned Premises for the purpose of installing, removing, operating, repairing and maintaining the System(s). Access to the Systems shall be scheduled by Diamond with Landlord in advance, on no less than forty-eight (48) hours written notice, during normal working hours on normal business days. Diamond shall schedule access in accordance with this Section by calling the following number ___________________ or via email at _____________________. Any persons accessing the Premises shall be required to comply with all Landlord safety, security, and access protocols and requirements, including any required reports of child abuse, clearances, and training for any person who may come into direct contact with children, as defined by Entity policy. In the case of an emergency or material equipment malfunction, access to the System(s) will be permitted at any reasonable time, subject to reasonable security, safety and identification procedures required by the Landlord and/or applicable law.

8. **OWNERSHIP**: Any System(s) installed by Diamond and/or any Licensee upon the Premises, including but not limited to the antennas, poles, accessories and other components, shall remain the personal property of Diamond or the Licensee, as the case may be, and shall not be deemed fixtures. Landlord agrees to do nothing to intentionally destroy said System(s) identification or cloud the ownership of the above-described property.

9. **NO LIABILITY**: Landlord does not assume any liability for the System(s) installed at the Premises nor does it guarantee the proper installation, removal, operation, security or maintenance of any System(s) installed thereon.

10. **INSURANCE**: Diamond shall furnish a Certificate of Insurance to Landlord, naming Landlord as holder, to cover any damage that may arise by virtue of the installation, removal, operation or maintenance of the System(s). Throughout the initial term and any renewal term of this Agreement, Diamond shall procure and maintain commercial general liability insurance with a combined single limit of at least One Million Dollars ($1,000,000.00) per occurrence and Two

Million Dollars ($2,000,000.00) in the aggregate, which insurance shall include Landlord as additional insured. Diamond shall require all of its Licensees, contractors and subcontractors to maintain general liability insurance coverage in an amount equal to that specified in this Section 10. Diamond shall promptly, upon execution of this Agreement and on an annual basis throughout the Term, furnish certificates of insurance and proof of the required insurance and endorsements demonstrating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage. All insurance carriers will carry an A.M. Best rating of A- or better and be of a financial size category of VIII or larger.

11. **INDEMNIFICATION AND HOLD HARMLESS**: In addition to, and without limiting, any other indemnification obligations in this Agreement, Diamond will defend, indemnify, and hold harmless Landlord and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, arising out of or related to: (a) injury or death to any person or damage to property directly related to the acts or omissions of Diamond or its agents, employees, contractors, invitees, licensees, or sublessees on Landlord's property; and (b) Diamond's negligence, misconduct, breach of contract, or other failure to comply with its obligations under this Agreement, or infringement or violation of a third-party's intellectual property or privacy right. Notwithstanding the foregoing, Diamond shall have no obligation to indemnify and hold harmless Landlord and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, to the extent determined by a court, arbitrator, or tribunal of competent jurisdiction to have been caused by Landlord's negligence or willful misconduct.

12. **COMPLIANCE**: Diamond shall comply with all federal, state, and local rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities, and shall require the same compliance by all Diamond Licensees, agents, contractors, and subcontractors. Diamond shall defend, indemnify, and hold harmless Landlord for any claims, suits, actions, liability, loss, or damage caused by the noncompliance by Diamond, its employees, agents, contractors, and Licensees.

13. **CASUALTY & CONDEMNATION**:

(a) In the event of any damage to or destruction of the Premises or any part thereof which renders the Premises unusable or inoperable through no fault of Diamond, Diamond shall have the right, but not the obligation, to elect within thirty (30) days of the date of the casualty or other harm to terminate this Agreement and all of its duties and obligations herein by giving written notice to Landlord after such damage, destruction or condemnation, if by virtue of such casualty, Diamond reasonably determines that the Premises are no longer adequate for Diamond to continue its material operations or the operations of any Licensee or any necessary repairs to the Premises have not been completed or cannot be reasonably completed within one hundred eighty (180) days from the date of the damage. If Diamond does not terminate this Agreement the amount of compensation payable to Landlord herein shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises. Diamond shall be fully responsible, including obtaining insurance coverage for its own protection from losses from any damages to Systems or other equipment or personal property placed at the Premises, and Landlord shall not directly or through insurance be liable for any loss to such Systems, equipment, or property, except to the extent caused by Landlord's negligence or willful misconduct and, in such event, only to the extent permitted by law.

(b) In the event of condemnation, unless Diamond and the Licensees are allowed by the condemning authorities to continue its operation on the Premises, this Agreement may be terminated by Diamond as of the date title to the lands vests in the condemning authority or the date Diamond is required to cease its operation, whichever is earlier. Diamond shall be entitled to seek its own award from the condemning authority.

14. **DEFAULT AND TERMINATION**: Except as otherwise provided in this Agreement, this Agreement may be terminated without any penalty or further liability upon written notice as follows:

(a) In the event either party shall default in its obligations under this Agreement and such default is not cured within sixty (60) days from the date of receipt of written notice from the non-defaulting party to the defaulting party, the non-defaulting party shall have the right to terminate this Agreement. Notwithstanding the foregoing, if the defaulting party commences and continues to cure the default within such period, the defaulting party shall have reasonable, additional time (not to exceed forty-five (45) days) to cure the default;

(b) Upon thirty (30) days' written notice by Diamond to Landlord, if Diamond is unable to obtain or maintain through no fault of Diamond, any license, permit or other governmental approval necessary for the construction and/or operation of any Systems or Diamond's business; or

(c) By Diamond for any or no reason upon three (3) month's advance written notice from Diamond to Landlord, and upon payment of a termination fee to Landlord in an amount equal to twelve (12) months of compensation as calculated using the manner and rate specified on Exhibit B; or

(d) Upon one hundred twenty (120) days' written notice by Landlord to Diamond, if within three (3) years of the Effective Date, Diamond has not paid to Landlord any compensation pursuant to Section 15 of this Agreement.

15. **COMPENSATION**: During the term of this Agreement, including any renewals, Diamond shall have the exclusive right to collect all rents and other lease or licensee fees from Licensees. Diamond shall compensate Landlord in the manner and at the rate specified in Exhibit B attached hereto and made a part hereof, on or before the last day of the month following Diamond's receipt of Licensee's payment. In no event shall Diamond be required to compensate Landlord any amount that has not been actually received by Diamond from Licensee. Diamond will maintain accurate books and records of accounting, in accordance with generally accepted accounting principles, for the determination of amounts owed and payments to be made under this

Agreement. Upon reasonable notice, and once per calendar year, Landlord or its designee shall have the right, during regular business hours, to inspect the books and records of Diamond relating to determination of amounts owed and payments required to be made under this Agreement. Diamond is required to pursue with diligence the collection of all rents and other lease or licensee fees due to Diamond from Licensees.

16. **TAXES**. Landlord, a governmental entity, is generally exempt from taxation and shall not be required under this Agreement to pay any taxes for which it is exempt. Diamond shall be responsible for the payment of any personal property taxes assessed on, or any portion of such taxes attributable to, the Systems, if any. If Landlord receives a tax assessment or bill for any personal property taxes on or attributable to the Systems, Landlord shall furnish Diamond a copy within thirty (30) days of receipt by Landlord or Landlord's representative, a copy of the tax assessment or bill for any personal property taxes which are assessed on, or any portion of such taxes attributable to, the Systems, if any. Landlord hereby represents and warrants, to the best of its knowledge as of the date of this Agreement, that Landlord's Premises on which the Systems are located (or are to be located) is not subject to any "Conservation Use Covenant", "Greenbelt Covenant", "Conservation Easement", or any conservation use program which restricts or limits development of the Premises.

17. **TERM**:

(a) The initial term of this Agreement shall be a period of five (5) years commencing on the Effective Date. During the term of this Agreement, Diamond shall have the exclusive right to install, remove, operate, and maintain wireless communications System(s) at the Premises with the sole exception being Landlord's own equipment used for its personal or its business use. Diamond shall have the right to extend the period of this Agreement for five additional successive five (5) year terms upon the same terms and conditions set forth herein. This Agreement shall automatically be extended for each successive renewal term unless Diamond notifies Landlord in writing at least ninety (90) days before the expiration date of the then current term of Diamond's intention not to extend the relevant term.

(b) During the term of this Agreement and any renewals thereof, Landlord will not permit a Licensee or a potential Licensee to by-pass Diamond or to negotiate directly with the Landlord for the rental of space on the Premises.

(c) Except as otherwise provided herein, should a Licensee or potential Licensee approach the Landlord directly or indirectly, Landlord will refer the Licensee to Diamond and Landlord will not negotiate directly or indirectly with a Licensee or potential Licensee related to rental of space on the Premises.

18. **AUTHORITY**: By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

19. **INTEGRATED AGREEMENT**: This Agreement and all exhibits and amendments attached hereto represent the full and complete agreement between the parties.

20. **MODIFICATIONS**: Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by an authorized representative of both parties.

21. **SEVERABILITY**: The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

22. **SUBORDINATION AND NON-DISTURBANCE**. To the extent applicable, this Agreement shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "**Mortgage**") made by Landlord which may now or hereafter encumber the Premises, provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Diamond agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises, such holder shall recognize and confirm the validity and existence of this Agreement and that Diamond shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement as long as Diamond is not in default of this Agreement beyond applicable notice and cure periods. Landlord and Diamond shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this paragraph. In the event the Premises are encumbered by a Mortgage on or after the Effective Date, Landlord, no later than ten (10) days thereafter, shall use commercially reasonable efforts to obtain and furnish Diamond with a non-disturbance and attornment agreement in recordable form from the holder of each Mortgage.

23. **ASSIGNMENTS AND SUBLEASES**. Except as provided in this Section, Diamond may not sell, transfer, assign, sublease, or convey any portion of its interest in this Lease or the Premises. Notwithstanding the foregoing, if an event of default has not occurred and is continuing, Diamond may, upon written notice to Landlord, (i) sublease space within the Premises to third parties, (ii) assign its interest in the Agreement to any party who (a) has a proven history of operating wireless communication facilities similar to the System(s), (b) has a net worth of at least Fifteen Million and 00/100 Dollars ($15,000,000.00) and (c) assumes in writing the obligations of Diamond under this Agreement, (iii) mortgage its interest in this Agreement and the leasehold interest created hereby to third party lenders in bona fide loan transactions, which mortgage shall not be deemed a lien or mortgage on Landlord's property and any records filing regarding the mortgage shall clearly state that fact, and (iv) assign its interest in this Agreement and the leasehold interest created hereby to Affiliates, as hereinafter defined. For purposes hereof, "Affiliates" shall mean, as to any party to this Lease, any individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, or other entity of whatever nature, which, directly or indirectly, is in control of, is controlled by, or is under common control with, such party. For purposes of this definition, "control" of an entity means the power, directly or indirectly, either to (i) vote 10% or more of the securities having ordinary voting power for the election of directors of such entity, or (ii) direct or cause the direction of the management and policies of such entity whether by contract or otherwise. Except as provided above, any attempt by Diamond to sell, transfer, encumber, assign or convey its leasehold estate or any interest in the estate without the prior, written consent of Landlord shall be null and void.

24. **<u>SURVIVORSHIP</u>**: This Agreement shall be binding upon the successors, heirs and permitted assigns of the parties. This Agreement shall run with the Premises.

25. **INTENTIONALLY DELETED.**

26. **<u>ESTOPPELS</u>**. Either party may request, in writing, that the other party certify information regarding the existence and terms of this Agreement to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) business days after receipt of written request and, subject to any specific qualifications or disclaimers stated in the certification, may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Agreement; (ii) the extent to which this Agreement has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any asserted offsets, counter-claims or defenses on the part of the other party to which the certifying party has actual notice; (v) the commencement and expiration dates of the term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

27. **<u>RECORDATION</u>**: Diamond, at its option, shall have the right to record a memorandum of this Agreement in the form of the Memorandum of Antenna Site Lease Agreement attached hereto as <u>Exhibit E</u> with the county clerk's office in which the Premises is located and/or the county clerk's office in which this Agreement was executed.

28. **<u>HAZARDOUS SUBSTANCE:</u>**

(a) Landlord represents and warrants that to its knowledge without duty of inquiry, the Premises are free of any Hazardous Substance. "**Hazardous Substance**" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. With prior written notice to Landlord, Diamond shall have the right, but not the duty, to enter upon the Premises and conduct, at Diamond's sole cost and expense and for its sole use and benefit, an environmental assessment to determine the presence of hazardous substances within, on, or under the Premises, provided that Diamond shall not undertake any subsurface environmental testing without the prior consent of Landlord, which may be withheld in the sole discretion of Landlord.

(b) During the Term of this Agreement, Diamond shall not cause or authorize the presence, use, storage and/or disposal of any Hazardous Material on or under the Premises by Diamond, its Licensees, agents, employees, business invitees, or contractors. Notwithstanding the foregoing, Diamond, and its licensees, sublicensee, sublessees, and/or subtenants shall have the right to install backup generators on the Premises and such installation shall not be a violation of this Section. Diamond shall comply, and require all agents, employees, business invitees, contractors, licensees, and sublessees to be in compliance with all applicable laws, rules, regulations and orders. Diamond shall defend, indemnify, protect, and hold Landlord harmless from and against all claims, costs, fines, judgments, and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Premises caused by the acts, omissions, or negligence of Diamond, its Licensees, sublessees, agents, employees, business invitees, or contractors. The foregoing indemnity shall survive any termination of this Agreement.

29. **NOTICES**: All notices required under or permitted by this Agreement shall be given and served in writing, either delivered personally or sent by overnight courier, providing proof of such service, and addressed to the following parties:

If to Landlord, to:

____
____
____

If to Diamond, to:

Diamond ________ LLC
120 Mountain Avenue
Springfield, New Jersey 07081
Attention: Legal Department

With a copy to:

Diamond ________ LLC
120 Mountain Avenue
Springfield, New Jersey 07081
Attention: Lease Administration

30. **DIAMOND'S RENTAL STREAM OFFER**. If at any time after the date this Agreement, Landlord receives and is formally considering acceptance of a bona fide written offer from a third-party seeking assignment or transfer of Rent payments associated with this Agreement ("Rental Stream Offer"), Landlord shall promptly notify Diamond and, subject to any confidentiality requirements in the Rental Stream Offer, furnish Diamond with a copy of the Rental Stream Offer. To the extent permitted by law, Diamond shall be given a twenty (20) day opportunity after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. Landlord agrees to consider any such offer from Diamond in good faith. However, Diamond acknowledges and agrees that nothing herein shall obligate Landlord to consider or approve any Rental Stream Offer, including that of Diamond, and any contract shall be subject to Landlord's determination of best value, requirements of law, and approval of Landlord's governing body.

31. **WAIVER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES:** To the full extent such may be disclaimed by law, neither Party will assert any claim whatsoever against the other for loss of anticipatory profits or any other indirect, special, incidental or consequential damages.

32. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Systems or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. Landlord consents to Diamond's right to remove all or any portion of the Systems from time to time in Diamond's sole discretion and without Landlord's consent.

33. **REMOVAL OF PERSONAL PROPERTY.** On or after termination of this Agreement, Diamond shall, at its sole cost and expense, remove the Systems and all other personal property and improvements which Diamond or its Licensees, sublessees, agents, or contractors has installed or otherwise located on the Premises. Diamond shall reasonably restore the Premises to its original condition as existed on the Effective Date of this Agreement, unless otherwise agreed to in writing by the Parties, within sixty (60) days of termination of this Agreement and shall continue to pay compensation as required by this Agreement until removal and restoration is fully completed. If any such property or equipment, including improvements, is not removed from the Premises within the required time, such items shall be deemed abandoned, and Landlord shall be entitled to remove the remaining items and invoice Diamond for all actual costs of doing so and Diamond shall remit payment of such invoice to Landlord within thirty (30) days of receipt. Until such time as Diamond's removal and restoration as required by this Section is completed, Diamond shall continue to be a lessee under this Agreement, and shall remain in compliance with all of Diamond's obligations under this Agreement, including but not limited to payment of Rent, payment of utilities, maintenance of the Premises and System(s), indemnification of Landlord, and maintenance of liability insurance.

34. **MISCELLANEOUS**

(a) This Agreement constitutes the entire agreement and understanding of Landlord and Diamond with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Agreement must be in writing and executed by Landlord and Diamond.

(b) This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

(c) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(d) Whenever under this Agreement the consent or approval of Landlord is required or a determination must be made by Landlord, no such consent or approval shall be unreasonably withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

(e) This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(f) Authority. By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

(g) Waiver. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

{Signatures on following page}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

LANDLORD:

[______________________________]

Draft Only – Not for Signature

Name: ________________________

Title: ________________________

Date: ________________________

DIAMOND:

Diamond ________ LLC

Draft Only – Not for Signature

Name: Michael G. Brett

Title: CFO

Date: ________________________

<u>EXHIBIT A</u>

PREMISES

EXHIBIT B

COMPENSATION

The compensation owed by Diamond to Landlord shall be seventy-five percent (75%) of the gross monthly rents actually collected by Diamond from Licensee(s) ("Colocation Rent").

"Gross Receipts" means all rents, licenses, and other fees (but excluding third-party reimbursements for utilities, taxes, structure modifications and similar expenses incurred by Diamond) actually received by the Diamond from a Licensee pursuant to a particular sublease or sublicense during the applicable month. In no event shall Diamond have the right to deduct its expenses from Gross Receipts. If, during any given month, a Licensee does not pay any fees to Diamond, then it shall cease to be a Licensee and Landlord shall not be eligible for any rent relating to that Licensee for that month. Notwithstanding the foregoing, in the event a Licensee pays their rent and/or fees to Diamond late in a given month, Diamond shall be obligated to pay Landlord the revenue share associated with such payment with the following month's Colocation Rent payment.

EXHIBIT C

Formula for Electrical Consumption Reimbursement

EXHIBIT D

FORM OF LANDLORD APPROVAL FORM

EXHIBIT E

FORM OF MEMORANDUM OF ANTENNA SITE LEASE AGREEMENT

After recording, return to:
Legal Department
Diamond _______ LLC
820 Morris Turnpike, Suite 104
Short Hills, New Jersey 07078

Site Name:

Memorandum of Antenna Site Lease Agreement

This memorandum evidences that a lease ("**Lease**") was made and entered into by written Antenna Site Lease Agreement dated ________________, 20__, between _______________________ ("**Landlord**") and DIAMOND ______ LLC ("**Diamond**"), the terms and conditions of which are incorporated herein by reference.

Such Lease provides, in part, that Landlord leases to Diamond the premises (the "**Premises**") described in Exhibit A attached hereto and located at ______________________, City of _____________, County of ____________, State of Pennsylvania. The term of the Lease is for five (5) years commencing on _____________, 20__, which term is subject to five (5) additional five (5) year extension periods.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control.

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

LANDLORD:

[_________________]

*Exhibit Only – Not for Signature*________________

DIAMOND:

DIAMOND _____ LLC

*Exhibit Only – Not for Signature*________________

* Final Memorandum will have appropriate state notary blocks.

<u>**EXHIBIT C**</u>

<u>**Option and Ground Lease Agreement Form**</u>

[ATTACHED]

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("Agreement") is made this __ day of _______ 202__, by and between ____________________ ("Optionor") and DIAMOND TOWERS V LLC, a Delaware limited liability company ("Optionee"). Optionor and Optionee, and, following the Commencement Date, the Lessor and Lessee, are collectively referred to as the "Parties."

I. OPTION TO LEASE

1. Grant of Option. For good and valuable consideration and the mutual promises herein set forth, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option ("Option") to lease a certain parcel of real property, located at______________________ , _____________, ______________, more particularly described on Exhibit "A", and survey or site plan shown on Exhibit "A-1", attached hereto ("Leased Premises"); together with an easement, or easements, for ingress, egress and utilities for the duration of the lease on the property which is more particularly described on Exhibit "B" attached hereto ("Easement"). Optionor agrees and acknowledges the Optionee may, at Optionee's sole cost and expense, have a metes and bounds survey prepared of the Leased Premises and the Easement, and that the legal description of the Leased Premises and the Easement, as shown on the survey, shall thereafter become the legal description of the Leased Premises and the Easement.

2. Option Initial Term. The initial term of this Option shall be for twenty-four (24) months from the Effective Date ("Option Initial Term").

3. Consideration for Option. Consideration for the Initial Term of the Option granted hereunder shall be __________________________ ("Option Consideration").

4. Extension of Option. This Option can be extended at the discretion of Optionee for one (1) additional period of twelve (12) months ("Option Renewal Terms") by Optionee paying to Optionor the additional consideration of _________________________ prior to the expiration of the Option Initial Term or any Option Renewal Term. No more than two (2) total Optional Renewal Terms will be allowed hereunder unless agreed to by Optionor in writing. The Option Initial Term and all Option Renewal Terms shall hereinafter be referred to collectively as the "Option Term."

5. Optionor's Representations and Warranties. As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee's successors and assigns that, as of the date of this Agreement:

(a) To the knowledge of Optionor, without duty of inquiry or conducting a title search, Optionor has good title to the Leased Premises and the Easement;

(b) To the knowledge of Optionor, Optionor has the authority to enter into and be bound by the terms of this Option;

(c) To the knowledge of Optionor, there are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor or which may otherwise affect the Leased Premises; and

(d) To the knowledge of Optionor, the Leased Premises are not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option, subject to Optionors retention of its authority to manage and control its governmental owned property and use the Leased Premises when required for Optionor's public purposes during the Option Term, and Optionor covenants that it shall not grant an option or enter into any contract which will affect the Leased Premises or the Easement until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor shall survive the exercise of the Option and the closing anticipated by the exercise of this Option.

6. Inspections and Investigations. Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Leased Premises and the Easement at any time after the Effective Date, upon at least seventy two (72) hours prior written notice to Optionor, to perform, or cause to be performed, test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Leased Premises and the Easement. Optionor shall provide Optionee with any necessary keys or access codes to the Leased Premises if needed for ingress and egress or shall reasonably provide staff support to ensure access to facilitate Optionee's inspection and investigation rights set forth herein. Optionee shall not unreasonably interfere with Optionor's use of the Leased Premises or the Easement in conducting these activities, and shall comply with all Optionor safety, security, and access protocols and requirements. Notwithstanding any provision to the contrary contained in this Agreement, Optionee shall not have the right to undertake any subsurface environmental testing on the Leased Premises without the prior written consent of Optionor, which consent may be withheld in the sole discretion of Optionor. Optionee shall have the right, at its cost and expense, to have the Leased Premises and the Easement surveyed and to obtain a title report or commitment for a leasehold title policy covering the Leased Premises and the Easement from the title insurance company of its choice. Optionor shall, at its option, remove any survey or title defects, which will adversely affect Optionee's leasehold title or its ability to insure or mortgage the leasehold interest or, if Optionee will not accept any survey or title defects, Optionee may declare this Option to be void and of no further effect in which case there shall be no further liability on the part of Optionee to Optionor.

7. Further Acts. Optionor shall cooperate with Optionee's reasonable requests in executing documents as may be necessary to establish Optionee's rights under this Option or Optionee's use of the Leased Premises and the Easement and to take such action as may reasonably be required to effect the intent of this Option, at the sole cost and expense of Optionee. Notwithstanding the foregoing, Optionee shall have no obligation to pay Optionor's legal fees associated with such actions. Optionee shall be responsible for the filing of any applications with federal, state and local governmental authorities which applications relate to

Optionee's Intended Use of the Leased Premises including but not limited to land use and zoning applications. To the extent applications may require Optionor approval, inclusion, or submission, Optionee shall provide such applications to Optionor for review and approval with reasonable and sufficient time (which shall be no less than ten (10) Optionor business days) to review.

8. Assignment of Option. This Option may be sold, assigned or transferred at any time by Optionee upon the written consent of Optionor, which consent shall not be unreasonably withheld, conditioned, or delayed, with respect to any assignment of this Agreement by Optionee. Upon written approval of Optionor to such sale, assignment or transfer, and the completion of such sale, assignment, or transfer, Optionee shall be released from any and all liability under this Agreement other than claims arising directly as a result of actions or inactions of Optionee occurring prior to the date of such assignment, unless specifically released by Optionor in writing, without any further action. Notwithstanding the foregoing, Optionee may assign this Option to an Affiliate, as hereinafter defined, of Optionee without Optionor's consent. Optionee shall provide written notice to Optionor of such Affiliate assignment.

9. Change in Status or Property. If during the Option Term, or during the Term, if the Option is exercised, Optionor/Lessor decides to subdivide, sell, or change the status of the zoning of the Leased Premises, or any of Lessor's contiguous, adjoining or surrounding property as more particularly described on Exhibit "A-2" (the "Surrounding Property"), or in the event of a threatened foreclosure on any of the foregoing, Optionor/Lessor shall immediately notify Optionee/Lessee in writing. Optionor/Lessor agrees that during the Option Term, or during the Term if the Option is exercised, Optionor/Lessor shall not initiate or consent to any change in the zoning of the Leased Premises which would adversely impact the zoning status of the Tower Facilities or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Optionee/Lessee from using the Leased Premises for the Intended Use, as further defined herein, unless such change is determined, in Optionor's sole discretion, to be necessary for its own use of property for its governmental/public purposes. Any and all terms and conditions of the Agreement that by sense or context are intended to be applicable during the Option Term shall be so applicable.

II. GROUND LEASE AGREEMENT

10. Exercise of Option. Upon the tender of written notice of Optionee's intent to exercise the Option, the following lease provisions ("Lease") shall govern the relationship of the parties, and Optionor shall thereafter be referred to as Lessor, and Optionee shall thereafter be referred to as Lessee. The date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

11. Use. The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure or towers, associated antennas, equipment shelters or cabinets, buildings, fencing and related facilities and activities ("Intended Use"). Lessor agrees to reasonably cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's Intended

Use of the Leased Premises (the “Governmental Approval”). Lessee shall prepare, execute and file all required applications to obtain Governmental Approval for the Intended Use. Lessor agrees to reasonably assist Lessee with such applications and with obtaining and maintaining Government Approvals. Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease. In the event Lessee desires to modify or upgrade the Tower Facilities, as further defined herein, in a manner that requires an additional portion of the property (the “Additional Premises”) for such modification or upgrade, Lessee shall notify Lessor such that the parties may seek to negotiate a Lease for Additional Premises, as may be available and appropriate, upon the same terms and conditions set forth herein, except that Rent, as further defined herein, shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then current per square foot rental rate charge by Lessor to Lessee times the square footage of the Additional Premises. Nothing herein shall be deemed to require Lessor to lease Additional Premises or to guaranty the availability of any property not within the Leased Premises for lease.

12. Legal Compliance. Lessee will comply with and abide by all federal, state, and local laws and regulations in its performance under this Lease and its use and activities on the Leased Premises, Easement, or other Lessor property, including, but not limited to, obtaining, at its sole expense, all licenses, permits, or regulatory or governmental approvals that may be required, and all reports of child abuse, clearances, and training for any person who may come into direct contact with children, as defined by Entity policy. Lessee shall further require the same compliance by its contractors, licensees, or sublessees in all agreements. Lessee shall defend, indemnify, and hold harmless Lessor for any claims, suits, actions, liability, loss, or damage arising out of any noncompliance by Lessee, its employees, agents, contractors, licensees and sublicensees.

13. Initial Term. The term of this Lease shall be ten (10) years commencing on the Commencement Date, as that term is defined in Section 10 above, and terminating on the tenth (10th) anniversary of the Commencement Date (“Initial Term”).

14. Renewal Terms. Lessee shall have the right to extend this Lease for five (5) additional five (5) year terms (each a “Renewal Term”). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect. If Lessee remains in possession of the Leased Premises after the termination of this Agreement, then Lessee shall be deemed to be occupying the Leased Premises on a month-to-month basis (“Holdover Term”), subject to the terms and conditions of this Agreement. Hereinafter, the Initial Term, any Renewal Term and any Holdover Term may be collectively referred to as the “Term.”

15. Rent. Commencing on the earliest of the following: (i) the first day of the calendar month following one hundred twenty (120) days after Lessee obtains all necessary final and unappealable Governmental Approvals required for the Intended Use, (ii) the first day of the calendar month following the date that Lessee commences any construction on the Leased

Premises, or (iii) the first day of the next calendar month following the date that is two (2) years from the Commencement Date ("Rent Commencement Date"), during the Initial Term and each Renewal Term of this Lease, Lessee shall pay to Lessor the amount of rent ("Rent") provided in the Rent Schedule attached hereto as Exhibit "C", which shall be deemed to include any applicable state, county or local sales or use tax from which Lessor is not exempt. It shall be the sole responsibility of the Lessor to remit payment of any applicable state, county or local sales or use tax related to the Rent from which Lessor is not exempt to the appropriate taxing authority. Nothing herein shall be deemed to impose on Lessor the obligation to pay taxes from which it is exempt. Rent shall be payable in advance on or before the fifteenth (15th) day of each calendar month, and shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by notice in writing to Lessee. If the Commencement Date, or the date of termination (the "Termination Date"), of this Lease is other than the first (1st) day of a calendar month, Rent shall be prorated. In the event of termination for any reason, other than nonpayment of Rent, all advance Rent paid to Lessor with respect to the period after the Termination Date shall be refunded to Lessee. Notwithstanding the foregoing, Lessee shall continue to be obligated to pay Rent to Lessor for any period of time following the Termination Date during which Lessee's obligations to remove Lessee' property and restore Lessor's property, as set forth in Section 40, have not been completed.

16. Lessor's Representations and Warranties. Lessor further represents and warrants that, to its actual knowledge as of the date of this Agreement and without duty of inquiry, there are no easements, licenses, rights of use or other encumbrances on the Leased Premises which will materially interfere with or constructively prohibit Lessee's Intended Use of the Leased Premises. Lessor further represents and warrants that, to its actual knowledge as of the date of this Agreement, the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

17. Conditions Subsequent. Lessee represents that it has exercised due diligence in its review of the Leased Premises to determine that its Intended Use is not actually or constructively prohibited by any laws, rules, or regulations. In the event that, despite Lessee's exercise of due diligence, Lessee's Intended Use of the Leased Premises becomes actually or constructively prohibited through no fault of Lessee or the Leased Premises becomes, in Lessee's commercially reasonable opinion, unacceptable to Lessee, then Lessee shall have the right to terminate this Lease. In the event that Lessee terminates solely due to its opinion that the Leased Premises are unacceptable, but the Intended Use is not actually or constructively prohibited, Lessee shall pay Lessor a termination fee of two (2) months' Rent.

18. Interference Prior to or concurrent with the execution of this Agreement, Lessor has provided or will provide Lessee with a list of radio frequency user(s) and frequencies used by Lessor as of the Commencement Date. Lessee warrants that its use of the Leased Premises will not interfere with Lessor's use of those radio frequencies in use by Lessor, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use any portion of adjacent real property owned by Lessor in any way which interferes with the wireless communications operation of Lessee. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the

responsibility to terminate said interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor. Lessor will not grant after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interference with the Tower Facilities, the operations of Lessee or the rights of Lessee under this Agreement. Lessor will notify Lessee in writing prior to granting any third party the right to install and operate communications equipment on the property. For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Leased Premises or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communication signals from the Tower Facilities. Lessee acknowledges that the installation, maintenance, and operation of the Tower Facilities will not interfere with existing radio, television, telephone, internet, wi-fi, or similar communication methods and equipment in use by Lessor on its Surrounding Property. In the event Lessee's installations materially interferes with such equipment, Lessee will cease such interference, after notice thereof, within a reasonable period of time, except for brief tests necessary for the elimination of the interference and until Lessee is able to resolve the interference. If the interference cannot be resolved, Lessee shall have the right to terminate this Agreement.

19. Improvements; Utilities, Access and Landscaping.

(a) Lessee shall have the right at Lessee's sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation, tower(s), a structural tower base(s), radio transmitting and receiving antennas, communications equipment, equipment cabinet(s) and/or shelter(s), foundations, cabling, utilities, fencing, and related facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the Term and shall be fully removed, and the property restored, by Lessee upon termination of this Lease at Lessee's sole expense as set forth in Section 40 of this Agreement. Lessor grants Lessee the right, to the extent permitted by law, regulations, and local ordinance, to clear all trees, undergrowth, or other obstructions on or within the Leased Premises and to trim, cut, and keep trimmed and cut all tree limbs on other property of Lessor to the extent reasonably necessary to prevent interference with or falling upon Lessee's Tower Facilities or Lessee's other improvements, communications equipment or Easement rights. Lessor grants Lessee an easement or easements, for ingress, egress, and utilities across the area depicted as the Easement in Exhibit "B" and may, as necessary, and in its reasonable discretion, grant additional, non-exclusive easements as agreed to by the Parties in writing in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. If Lessee elects to utilize a small Unmanned Aircraft System ("UAS") in connection with the installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property or Leased Premises, Lessor hereby grants Lessee, or any small UAS operator acting on Lessee's behalf, express permission to fly over the applicable Property and Leased Premises, and consents to the use of audio and video navigation and recording in connection with the use of the small UAS. Lessee must coordinate all small UAS operations with Lessor in advance and shall ensure all such operations shall only be performed by persons with a valid FAA remote pilot in command certification, or other certification or license legally required for such operations, and shall ensure safe operation and use all necessary and reasonable efforts to limit audio and video recording to the Leased Premises, and avoid any audio or video recording of students or private property.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Leased Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Easement to service the Leased Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easement for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation (other than compensation of direct costs, if any) from Lessee or Lessee's licensee(s) or sublessee(s). At the request of Lessor, Lessee will use commercially reasonable efforts to only install underground utilities to the extent possible. Lessor may, as appropriate, execute a separate written easement to the Lessee or to the utility company providing the service, in a form which may be filed of record evidencing this right. Lessee shall be solely responsible for the costs of all utility installation, operation, maintenance, repair and replacement, as well as any usage or service charges imposed by the utility provided; separate meters may be required to be installed, at Lessee's expense, to ensure Lessee's compliance with this obligation.

(c) Lessor represents and warrants to Lessee that Lessee shall, at all times during this Lease, enjoy ingress, egress, and access from the Leased Premises to an open and improved public road which presently exists, and which Easement shall be adequate to service the Leased Premises and the Tower Facilities. If no such public road exists, or ceases to exist in the future, Lessor and Lessee shall work to determine an appropriate easement agreeable to the Parties for Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Leased Premises and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall, as appropriate, execute an easement evidencing this right and Lessor shall use reasonable efforts to maintain access to the Easement in a free and open condition so that no material interference is caused to Lessee, by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement. Lessor shall provide such access to the Leased Premises via the approved Easements to allow Lessee, or its sublessees, to use, maintain and repair the improvements located on the Leased Premises. Such access shall be provided twenty-four (24) hours per day, seven (7) days per week; provided, however, that Lessor shall not be under any affirmative obligation to keep the Easement cleared of snow or other weather-related blockages if not necessary for Lessor's governmental/public purposes. Lessee shall provide Lessor twenty-four (24) hours' notice prior to accessing the Leased Premises, email acceptable. Notice shall not be required in the event of an emergency. If Lessor willfully and intentionally obstructs access granted by this Lease for reason other than casualty or compliance with law, such obstruction shall be deemed a default under the Lease and in connection with such default, in addition to any other rights or remedies available to Lessee under this Lease or at law or equity, Lessor shall pay Lessee, as liquidated damages, and not as a penalty, Five Hundred and 00/100 Dollars ($500.00) per day in consideration of Lessee's damages until Lessor cures such default. Lessor and Lessee agree that

Lessee's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth are a reasonable approximation of such damages.

(d) In the event a Governmental Approval necessary for the construction, operation and/or maintenance of the Tower Facilities requires landscaping around the Tower Facilities and such required landscaping cannot be located within the Leased Premises following Lessee making all reasonable efforts and attempts to modify the Tower Facilities design to allow such required landscaping, Lessee shall notify Lessor and the Parties shall work together in good faith to determine if it is possible for Lessor to provide an easement for property outside of the Leased Premises to satisfy any such Governmental Approval with respect to landscaping without requiring additional compensation from Lessee or Lessee's licensee(s), sublessee(s) or such similar parties. Nothing herein shall require Lessor to approve or provide an easement that interferes with Lessor's use of its property. Lessee shall be responsible for the installation and maintenance of any such landscaping contemplated by this Section.

20. Termination. Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any material covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period, the non-defaulting party shall no longer be entitled to declare a default

(b) Upon thirty (30) days' written notice by Lessee to Lessor, if Lessee is unable to obtain or maintain through no fault of Lessee, any license, permit or other Governmental Approval necessary for the construction and operation of the Tower Facilities or Lessee's Intended Use;

(c) By Lessee for any reason upon sixty (60) day's advance written notice from Lessee to Lessor, and upon payment of a termination fee to Lessor in the amount of twelve (12) months of the then current Rent due hereunder.

21. Sublessee's Improvements. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower Facilities and to erect additional improvements on the Leased Premises, including, but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters on the Leased Premises as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Leased Premises by said licensee(s) and sublessee(s), together with rights of ingress and egress to the Leased Premises and the right to install utilities on the Leased Premises as if said licensee or sublessee were the Lessee under this Lease. Lessee shall, in its agreements with such licensee(s) and sublicensee(s), ensure that the licensee(s) and sublicensee(s) are subject to all requirements under this Agreement that apply to Lessee, including regarding improvements, use of property, and access to property, and duty to obtain at Lessee or Lessee's sublessees or sublicensee's expense any licenses, permits, or approvals for such modifications.

22. Taxes.

(a) Lessor, a governmental entity, is generally exempt from taxation and shall not be required under this Agreement to pay any taxes for which it is exempt. Lessee shall be responsible for (i) any taxes and assessments attributable to and levied upon Lessee's leasehold improvements on the Leased Premises or Lessee's revenue generated therefrom, and as set forth in this Section and (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Lessee.

(b) In the event Lessor receives a notice of assessment with respect to which taxes or assessments are imposed on Lessee's leasehold improvements on the Leased Premises, Lessor shall provide Lessee with copies of each such notice promptly upon receipt, but in no event later than 30 days after the date of such notice of assessment. Lessee shall reimburse Lessor for the tax and assessments identified on the notice of assessment on Lessee's leasehold improvements, which are paid by the Lessor. If Lessor seeks reimbursement from Lessee, Lessor shall, no later than 30 days after Lessor's payment of the taxes or assessments for the assessed tax year, provide Lessee with written notice including evidence that Lessor has timely paid same, and Lessor shall provide to Lessee any other documentation reasonably requested by Lessee to allow Lessee to evaluate the payment and reimburse Lessor.

(c) For any tax amount which Lessee is responsible for under this Lease and Agreement, Lessee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action with respect to the valuation of the Leased Premises. Lessor shall reasonably cooperate with respect to the commencement and prosecution of any such proceedings. The expense of any such proceedings shall be borne by Lessee and any refunds or rebates secured as a result of Lessee's action shall belong to Lessee, to the extent the amounts were originally paid by Lessee. In the event Lessee notifies Lessor by the due date for the assessment of Lessee's intent to contest the assessment, Lessor shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Lessor shall provide prior written notice to Lessee of any split by Lessor or action by Lessor to cause the tax parcel on which the Leased Premises are located to be split, bifurcated, separated or divided; provided however that Lessor need not obtain consent of Lessee for any such split, bifurcation, separation, or division.

(e) Any tax related notices shall be sent to Lessee in the manner set forth in Section 30, (Notices). Promptly after the Commencement Date, upon written request of Lessee, Lessor shall provide the address requested by Lessee to the taxing authority for the authority's use in the event the authority needs to communicate with Lessee. In the event that Lessee's tax address changes by notice to Lessor, Lessee shall also provide notice of such change to the taxing authority. If the taxing authority requires additional notice from the Lessor, Lessee shall notify

Lessor, and Lessor shall reasonably assist in providing Lessee's new tax address to the taxing authority or authorities.

(f) Notwithstanding anything to the contrary contained in this Section, Lessee shall have no obligation to additionally reimburse Lessor for any tax or assessment for which the Lessee is separately reimbursed or rebated by a third party.

(g) Lessor hereby represents and warrants that, to the best of its knowledge as of the date of this Agreement, Lessor's property on which the Leased Premises and Easement are located is not subject to any "Conservation Use Covenant", "Greenbelt Covenant", "Conservation Easement", or any conservation use program which restricts or limits development of Lessor's property.

23. Destruction of Premises. If the Leased Premises or the Tower Facilities are destroyed or damaged, so as to materially hinder the effective use of the Tower Facilities in Lessee's reasonable judgment, Lessee may elect within thirty (30) days of such damage/destruction to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor in writing. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of completion of the removal of the Tower Facilities by Lessee as required by this Agreement, and Lessee shall be entitled to reimbursement of any Rent prepaid by the Lessee for the period beyond that date.

24. Condemnation. If a condemning authority takes all of the Leased Premises, or a portion sufficient in Lessee's determination to render the Leased Premises, in the reasonable opinion of Lessee, unsuitable for the use which Lessee was then making of the Leased Premises, this Lease shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to file its own claims against the condemning authority for the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses. A sale of all or part of the Leased Premises to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this Section.

25. Casualty. Each Party shall provide notice to the other Party of any casualty or other harm affecting the Leased Premises or the Tower Facilities, within twenty-four (24) hours of discovery or notice of the casualty or other harm. If any part of the Tower Facilities or the Leased Premises is materially damaged by casualty or other harm, through no fault of Lessee, as to render the Leased Premises unsuitable, in Lessee's reasonable determination, then Lessee may elect within thirty (30) days of the date of the casualty or other harm to terminate the Lease and Agreement by providing written notice to Lessor, which termination will be effective as of the date of the notice. Lessor agrees to permit Lessee to place reasonable temporary transmission and reception facilities on the Leased Premises, but only until such time as Lessee is able to activate a replacement transmission facility at another location and only to the extent permitted by law and only to the extent such temporary facilities do not impede or interfere with Lessor any more than the Tower Facilities. Notwithstanding the termination of this Lease and Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. Lessee shall be fully responsible, including obtaining insurance

coverage, for its own protection from losses for any damages to Tower Facilities, and Lessor shall not directly or through insurance be liable for any loss to Tower Facilities unless caused by willful act or gross negligence of Lessor and, in such event, only to the extent permitted by law. If Lessor or Lessee undertakes to rebuild or restore the Leased Premises and/or the Tower Facilities, as applicable, Lessor agrees to reasonably cooperate with Lessee to permit Lessee to place reasonable temporary transmission and reception facilities which do not impede or interfere with Lessor any more than the Tower Facilities on the Leased Premises or Surrounding Property, subject to Lessee obtaining any necessary permits or approvals required for same, at no additional Rent until the reconstruction of the Leased Premises and/or the Tower Facilities is completed. If Lessor determines not to rebuild or restore the Tower Facilities or Leased Premises, Lessor will notify Lessee of such determination within sixty (60) days after discovery or notice of the casualty or other harm. Lessor agrees that the Rent shall be abated until the Tower Facilities and/or the Leased Premises are rebuilt or restored, unless Lessee places temporary transmission and reception facilities on Lessor's property.

26. Insurance. Lessee shall purchase and maintain in full force and effect, throughout the Initial Term and any Renewal Term, commercial general liability insurance with a combined single limit of at least One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate, and a Five Million Dollar ($5,000,000.00) umbrella or excess liability policy, which insurance shall include Lessor as an additional insured. Lessee shall require all of its sublessees, contractors and subcontractors to maintain Commercial General Liability Insurance coverage in an amount equal to that specified herein, also including Lessor as an additional inured. Lessee shall, upon written request, provide certificates of insurance or other proof to Lessor that Lessee has in force insurance meeting the requirements of this Section.

27. Indemnification. In addition to, and without limiting, any other indemnification obligations in this Agreement, Lessee will defend, indemnify, and hold harmless Lessor and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, arising out of or related to: (a) injury or death to any person or damage to property related to the acts or omissions of Lessee or its agents, employees, contractors, invitees, licensees, or sublessees on Lessor's property; and (b) Lessee's negligence, misconduct, breach of contract, or other failure to comply with its obligations under this Agreement, or infringement or violation of a third-party's intellectual property or privacy right. Notwithstanding the foregoing, Lessee shall have no obligation to indemnify and hold harmless Lessor and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, to the extent determined by a court, arbitrator, or tribunal of competent jurisdiction to have been caused by Lessor's negligence or willful misconduct.

28. Lessee's Environmental Covenants and Indemnity. As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including,

without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. During the Term of this Lease, Lessee shall not cause or authorize the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors, licensees, or sublessees. Notwithstanding the foregoing, Lessee, and its licensees, sublicensee, sublessees, and/or subtenants shall have the right to install backup generators on the Leased Premises and such installation shall not be a violation of this Section. Lessee shall comply, and require all agents, employees, business invitees, contractors, licenses, and sublessees to be in compliance with all applicable laws, rules, regulations and orders. Lessee shall not install or permit the installation of any underground storage tanks on the Leased Premises. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises caused by the acts, omissions or negligence of Lessee, its agents, employees, business invitees, contractors, licensees, or sublessees. The foregoing indemnity shall survive any termination of this Lease.

29. Lessor's Environmental Representation. Lessor represents and warrants, to its knowledge, without duty of inquiry, that no Hazardous Materials have been generated, stored, disposed of or are present on or under the Leased Premises prior to the Commencement Date of this Lease. Lessor shall immediately notify Lessee in writing of (i) any release or threatened release of Hazardous Materials in, on, under, from or migrating towards the Leased Premises; (ii) any non-compliance with any environmental laws related in any way to the Leased Premises; (iii) any actual or potential environmental lien; (iv) any required or proposed remediation of environmental conditions relating to the Leased Premises; and (v) any written or oral notice or other communication relating in any way to Hazardous Materials on the Leased Premises. The foregoing representations shall survive any termination of this Lease.

30. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if sent by a nationally recognized courier, or certified mail, return receipt requested, to the following address:

If to Lessor, to:

____
____
Attn:

If to Lessee, to:

Diamond Towers V LLC
120 Mountain Avenue
Springfield, New Jersey 07081
Attention: Legal Department

31. Title and Quiet Enjoyment. Lessor represents, to its knowledge and without duty of inquiry, that (i) it has good fee simple title to the Leased Premises and the Easement; and (ii) the Leased Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Leased Premises during the term of the Lease. This Lease shall be an estate for years and not a usufruct. Lessor shall not knowingly use, nor shall Lessor knowingly permit its lessees, licensees, invitees, or agents to use any adjacent property owned or controlled by Lessor in any way which materially interferes with operations of Lessee as further delineated in this agreement. Such interference may be deemed a material breach by Lessor, and Lessee shall have the right, in addition to any other rights that it may have in law or equity, to enjoin such interference or to terminate this Lease.

32. Subordination and Non-Disturbance. To the extent applicable, this Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage") made by Lessor which may now or hereafter encumber the Leased Premises, provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Lessee agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Lessor's interest in the Leased Premises, such holder shall recognize and confirm the validity and existence of this Lease and that Lessee shall have the right to continue its use and occupancy of the Leased Premises in accordance with the provisions of this Lease as long as Lessee is not in default of this Lease beyond applicable notice and cure periods. Lessee shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this Section. In the event the Leased Premises are encumbered by a Mortgage on or after the Commencement Date, Lessor, no later than ten (10) days after the Option has been exercised, shall use commercially reasonable efforts to obtain and furnish Lessee with a non-disturbance agreement in recordable form from the holder of each Mortgage.

33. Condition of Leased Premises. Lessee acknowledges that it has independently and personally inspected the Premises and that it has entered into this Agreement based upon such examination and inspection. Lessee accepts the Premises in their present condition, "AS IS, WITH ALL FAULTS, IF ANY. AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED," other than the warranty of quiet enjoyment, specifically without limiting the generality of the foregoing, Lessee accepts the Premises without any warranty of (a) the nature or quality of any construction, structural design or engineering of any improvements currently located at or constituting a portion of the Premises, (b) the quality of the labor and materials included in any such improvements, or (c) the suitability of the Premises for any particular purpose or developmental potential.

34. No Mechanic's Lien. Lessee will not permit any mechanic's or other liens to be filed against Lessor's interest in the Leased Premises or Easement, or any other portion of Lessor's property as a result of work performed for or obligations incurred by Lessee. Lessee will indemnify Lessor for any liability, costs or expenses, including attorney fees, in the event any such lien is filed.

35. Assignments and Subleases. Except as provided in this Section, Lessee may not sell, transfer, assign, sublease, or convey any portion of its interest in this Lease or the Leased

Premises. Notwithstanding the foregoing, if an event of default has not occurred and is continuing, Lessee may, upon written notice to Lessor, (i) sublease space on the Tower Facilities and within the Leased Premises to third parties, (ii) assign its interest in the Agreement to any party who (a) has a proven history of operating communication towers, (b) has a net worth of at least Fifteen Million and 00/100 Dollars ($15,000,000.00) and (c) assumes in writing the obligations of Lessee under this Agreement, (iii) mortgage its interest in this Agreement and the leasehold interest created hereby to third party lenders in bona fide loan transactions, which mortgage shall not be deemed a lien or mortgage on Lessor’s property and any records filing regarding the mortgage shall clearly state that fact, and (iv) assign its interest in this Agreement and the leasehold interest created hereby to Affiliates, as hereinafter defined. For purposes hereof, "Affiliates" shall mean, as to any party to this Lease, any individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, or other entity of whatever nature, which, directly or indirectly, is in control of, is controlled by, or is under common control with, such party. For purposes of this definition, "control" of an entity means the power, directly or indirectly, either to (i) vote 10% or more of the securities having ordinary voting power for the election of directors of such entity, or (ii) direct or cause the direction of the management and policies of such entity whether by contract or otherwise. Except as provided above, any attempt by Lessee to sell, transfer, encumber, assign or convey its leasehold estate or any interest in the estate without the prior, written consent of Lessor shall be null and void.

36. Successors and Assigns. This Lease shall run with the Leased Premises described on Exhibit “A” and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

37. Waiver of Lessor's Lien. To the extent permitted by law, Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. Lessor consents to Lessee’s right to remove all or any portion of the Tower Facilities from time to time in Lessee’s sole discretion and without Lessor’s consent.

38. Waiver of Incidental and Consequential Damages. To the full extent such may be disclaimed by law, neither Party will assert any claim whatsoever against the other for loss of anticipatory profits or any other indirect, special, incidental or consequential damages.

39. Lessee's Exclusivity. To the extent permitted by law and without relinquishing Lessor’s right to control use of its properties as may be required for its own and public purposes as further delineated herein, Lessor agrees not to lease any of Lessor's property within a radius of [three (3) miles, or such other distance as negotiated by the parties] from the Leased Premises for construction of a tower or for use as a communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Lessee.

40. Removal of Personal Property. On or after the Termination Date, Lessee shall, at its sole cost and expense, remove the Tower Facilities and all other personal property and improvements which Lessee or Lessee’s licensees, sublessees, agents, or contractors has installed or otherwise located on the Leased Premises. Lessee shall reasonably restore the Leased

Premises to its original condition as existed on the Effective Date of this Agreement, unless otherwise agreed to in writing by the Parties, within sixty (60) days of the Termination Date and shall continue to pay Rent according to the schedule set forth in this Agreement beyond such Termination Date until removal and restoration is fully completed. If any such property or equipment, including improvements, is not removed from the Leased Premises within the required time, such items shall be deemed abandoned, and Lessor shall be entitled to remove the remaining items and invoice Lessee for all actual costs of doing so and Lessee shall remit payment of such invoice to Lessor within thirty (30) days of receipt. Until such time as Lessee's removal and restoration as required by this Section is completed, Lessee shall continue to be a Lessee under this Lease, and shall remain in compliance with all Lessee's obligations under this Agreement, including but not limited to payment of Rent, payment of utilities, maintenance of the Leased Premises and Tower Facilities, indemnification of Lessor, and maintenance of liability insurance.

41. Rental Stream Offer. If at any time after the date this Agreement, Lessor receives and is formally considering acceptance of a bona fide written offer from a third-party seeking assignment or transfer of Rent payments associated with this Agreement ("Rental Stream Offer"), Lessor shall promptly notify Lessee and, subject to any confidentiality requirements in the Rental Stream Offer, furnish Lessee with a copy of the Rental Stream Offer. To the extent permitted by law, Lessee shall be given a twenty (20) day opportunity after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. Lessor agrees to consider any such offer from Lessee in good faith. However, Lessee acknowledges and agrees that nothing herein shall obligate Lessor to consider or approve any Rental Stream Offer, including that of Lessee, and any contract shall be subject to Lessor's determination of best value, requirements of law, and approval of Lessor's governing body.

42. Estoppels. Either party may request, in writing, that the other party certify information regarding the existence and terms of this Lease to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) business days after receipt of written request and, subject to any specific qualifications or disclaimers stated in the certification, may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any asserted offsets, counter-claims or defenses on the part of the other party to which the certifying party has actual notice; (v) the commencement and expiration dates of the term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

43. Memorandum/Short Form. Contemporaneously with the execution of this Agreement, Lessor and Lessee shall execute a recordable Memorandum of Lease ("Memorandum") substantially in the form attached hereto as Exhibit "D". The Memorandum shall set forth a description of the Leased Premises, the Easement, the name and addresses of Lessor and Lessee, the duration of the Initial Term and the Renewal Term(s) of this Lease, and any other provision that either party may request, except for the rental provisions. Lessee may record this Memorandum at any time during the Term, in its absolute discretion.

44. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) This Agreement constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Agreement must be in writing and executed by Lessor and Lessee.

(c) Lessor agrees to cooperate with Lessee in any reasonable request to execute documents necessary to protect Lessee's rights under this Agreement or Lessee's use of the Leased Premises, and to take any further action which may reasonably be required as to effect the intent of this Agreement.

(d) This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

(e) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(f) Whenever under this Agreement the consent or approval of Lessor is required or a determination must be made by Lessor, no such consent or approval shall be unreasonably withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

(g) This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(h) Lessee acknowledges that Lessor is a governmental entity and may disclose any and all information, including the terms of this Agreement, where required under the Pennsylvania Right-to-Know Law, 65 P.S. § 67.101 et seq., or other applicable law. To the extent Lessee asserts any of its information is confidential or proprietary, Lessee must clearly mark it as such. However, nothing herein or in such marking shall be deemed to prohibit Lessor from disclosing such information to its attorneys, consultants, or other contractors with a need-to-know, to regulating agencies, or as required by law, including, but not limited to, any judicial or administrative order, subpoena, or open records ruling of the Pennsylvania Attorney General or Office of Open Records under the Pennsylvania Right-to-Know Law or any other applicable public information act.

(i) Authority. By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

(j) Waiver. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement shall be effective on the date of execution of the last signatory below ("Effective Date").

OPTIONOR / LESSOR:

[INSERT NAME]

By: *Draft Only – Not for Signature*
Name: ______________________________
Title: ______________________________
Date: ______________________________

OPTIONEE / LESSEE:

Diamond Towers V LLC, a
Delaware limited liability company

By: *Draft Only – Not for Signature*
Name: Michael G. Brett
Title: COO
Date: ______________________________

EXHIBIT "A"

Description of Parent Parcel and Leased Premises

A ____ ft. x _____ ft. parcel located within the following parcel:

*Note: to be replaced by As-Built Survey

EXHIBIT “A-1”

Site Sketch (to be replaced by survey)

*Note: to be replaced by As-Built Survey

EXHIBIT "A-2"

Description of Surrounding Property

[Define as specific entire parcels, a radius around the leased premises, or some other delineation of intended land area to be subject to additional restrictions]

EXHIBIT "B"

Easement
Legal Description

*Note: to be replaced by As-Built Survey

EXHIBIT “C”

Rent Schedule

TO BE COMPLETED

EXHIBIT "D"

Prepared by:
Legal Department
Diamond Towers V LLC
120 Mountain Ave.
Springfield, New Jersey 07081

Site Name: _________________________

Memorandum of Option and Ground Lease Agreement

This Memorandum of Option and Ground Lease Agreement ("Memorandum") evidences that a lease ("Lease") was made and entered into by written Option and Ground Lease Agreement dated _________________, 20__, between ____("Lessor") and DIAMOND TOWERS V LLC, a Delaware limited liability company ("Lessee"), the terms and conditions of which are incorporated herein by reference.

Such Lease provides, in part, that Lessor leases to Lessee a _____ ft. x ______ ft. parcel ("Site") on the parent tract described in Exhibit "A" attached hereto and located at _______________________, City of _____________, County of ____________, State of ________________. The Site is described in Exhibit "B" attached hereto. The Lessor also grants easements ("Easements") for unrestricted rights of ingress and egress to and from the Site and to electric and telephone facilities, which are described in Exhibit "C" attached hereto. The term of the Lease and the Easements are for ___ (__) years commencing on the Commencement Date, as defined in the Lease, which term is subject to _________ (__) additional ___ (___) year extension periods by the Lessee.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control.

[SIGNATURES ON FOLLOWING PAGE]

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

LESSOR:

____

By: Exhibit Only - Do not Sign

LESSEE:

DIAMOND TOWERS V LLC, a Delaware limited liability company

Exhibit Only - Do not Sign

*** Final Memorandum will have appropriate state notary blocks.**

EXHIBIT "A" TO MEMORANDUM

Legal Description of parent parcel

Exhibit Only

EXHIBIT "B" TO MEMORANDUM

Legal Description of Site

Exhibit Only

EXHIBIT "C" TO MEMORANDUM

Access and Utilities Easements

Exhibit Only

EXHIBIT D
Compensation

Existing Structures[1]

The compensation owed by Diamond to Entity related to any Colocation Agreement on an Existing Structure shall be seventy-five percent (75%) of the gross monthly rents actually collected by Diamond from Tenant(s) ("Colocation Rent"). Diamond's payment of the Colocation Rent to Entity will be as set forth in the Colocation Agreement.

New Structures[2]

Should Diamond construct a New Structure on a Property, Diamond shall pay to Entity thirty percent (30%) of Gross Receipts, as hereinafter defined, actually received by Diamond from all Tenants on the New Structure during the immediately preceding month. For any Tenants after the second Broadband Tenant, as hereinafter defined, is installed on the New Structure, the revenue share to Entity shall increase to forty percent (40%) of Gross Receipts actually received by Diamond from such additional Tenants (excluding the first two installed Broadband tenants). All the payments described in this paragraph are collectively referred to as the "New Structure Rent".

Broadband Tenant

Verizon, AT&T, and T-Mobile, and their respective successors and assigns, shall each be considered a "Broadband Tenant" for purposes of this Section.

Gross Receipts

"Gross Receipts" means all rents, licenses, and other fees (but excluding third-party reimbursements for utilities, taxes, structure modifications and similar expenses incurred by Diamond) actually received by the Diamond from a Tenant pursuant to a particular sublease or sublicense during the applicable month. In no event shall Diamond have the right to deduct its expenses from Gross Receipts. If, during any given month, a Tenant does not pay any fees to Diamond, then it shall cease to be a Tenant and Entity shall not be eligible for any rent relating to that Tenant for that month. Notwithstanding the foregoing, in the event a Tenant pays their rent and/or fees to Diamond late in a given month, Diamond shall be obligated to pay Entity the revenue share associated with such payment with the following month's Colocation Rent payment.

Effect of Termination

For the avoidance of doubt, upon expiration or earlier termination of this Agreement, Diamond will remain entitled to continue receiving its percentage of the gross monthly revenue received from any Tenants subject to the revenue share arrangements described above and

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[1] An Entity may choose a one-time payment in lieu of an ongoing revenue share for Existing Structures or New Structures.
[2] The revenue sharing percentage on New Structures assumes a monopole design.

subject to the terms of the applicable Lease or other agreement with Entity, and will remain obligated to continue paying Entity its share of such revenue sharing payments, until all applicable Leases or Tenant Agreements expire or are terminated in accordance with their terms, as the case may be, and all applicable Tenants cease paying Colocation Rent, New Structure Rent, and other applicable payments. This paragraph shall survive the termination of this Agreement.

US OMNI&TSACG Compliance Services

A DAYBRIGHT FINANCIAL COMPANY

April 6, 2026

Warren County School District
Jim Grosch, Director of Business Services
6820 Market Street
Russell, PA 16365

Re: Increasing Administrative Costs for Public Sector Retirement Plans

For more than 25 years, U.S. OMNI & TSACG Compliance Services (OMNI/TSACG) has provided comprehensive retirement plan administration and compliance services to public employers. Our continued commitment to this market is demonstrated by our work with more than 6,000 employer clients across 48 states, administering over 9,000 403(b), 457(b), and 401(a) retirement plans.

Each year, we keep our clients informed of legislative and regulatory changes affecting the retirement plans they maintain. Most recently, the **SECURE 2.0 Act**, signed into law on December 29, 2022, introduced significant changes impacting retirement plans including 403(b) and 457(b) plans with provisions becoming effective in 2023, 2024, and 2025. While these changes are intended to enhance retirement savings opportunities and improve outcomes for participants, they have also increased the complexity of plan administration and compliance.

As a result, OMNI/TSACG has been required to update plan processes, documentation, compliance oversight, and proprietary administrative systems. In addition to these legislative changes, we continue to experience inflationary increases in the cost of doing business, while remaining committed to maintaining the high level of service provided to you and your employees.

Since 2009, OMNI/TSACG has maintained an arrangement under which investment providers pay the administrative costs of the retirement plans in which they participate, thereby eliminating administrative fees for employers. This structure has not changed in more than ten years, and it remains our intent to continue this arrangement for our public sector clients so that employers continue to incur no administrative costs for the retirement plans offered to their employees.

For the reasons outlined above, we are implementing the following schedule of fee changes, which apply only to the investment provider organizations. The current fee is $24.00 annually per participant account.

- Phase 1 - An increase to $27.00 annually per participant account, paid by the investment providers, effective as soon as administratively practicable, but no later than the first day of the month following execution of the attached amendment.

- Phase 2 - A subsequent increase to $30.00 annually per participant account, paid by the investment providers, effective July 1, 2028.

OMNI/TSACG remains an independent service provider and is contracted directly with your organization. We are not affiliated with any investment provider authorized under your plans. This notice is intended solely to inform you of a change in investment provider fees. Please note that implementation of this change requires execution of the attached amendment to our existing agreement.

Please review, sign, and return the attachment as soon as possible, via:

Email (preferred): *admin@tsacg.com*

USPS: U.S. OMNI & TSACG Compliance Services
P.O. Box 2799
Fort Walton Beach, FL 32549

Should you have any questions please contact *plansupport@tsacg.com* or your plan consultant.

We appreciate the confidence you have expressed in our services and the opportunity to continue our relationship for years to come.

Sincerely,

U.S. OMNI & TSACG Compliance Services

FIRST AMENDMENT TO THE
PLAN ADMINISTRATION AGREEMENT and FEE SCHEDULE

This Agreement effective October 1, 2025 is the First Amendment to the Plan Administration Agreement and Fee Schedule (Agreement) between U.S. OMNI & TSACG Compliance Services, Inc. (OMNI/TSA) with offices located at P.O. Box 2799, Ft. Walton Beach, Florida 32549 and Warren County School District (Employer) located at 6820 Market Street, Russell, PA 16365.

RECITALS

WHEREAS, OMNI/TSA and Employer entered into a Retirement Plan Compliance and Administration Services Agreement and Plan Administration Agreement and Fee Schedule (Administration Agreement) to provide 403(b) and/or 457(b) plan administration services;

WHEREAS, pursuant to the Plan Administration Agreement, the Employer agreed that OMNI/TSA would be entitled to an annual administration fee per participant account, which has been agreed to be paid on the Employer's behalf by the Plan's Investment Providers;

WHEREAS, in recognition of the increase in costs and services provided to the Employer and Service Provider, OMNI/TSA's annual administration fee will increase as set forth below;

WHEREAS, the Parties agree to amend the INVESTMENT PRODUCT PROVIDER FEES Section in the Plan Administration and Fee Schedule to reflect the administration fee increase.

WHEREAS, all applicable Employer/Participant fees will remain unchanged and continue to be set forth in the original Plan Administration Agreement and Fee Schedule. This First Amendment only applies to the administrative fees paid by the Plan's Investment Providers;

WHEREAS, the Retirement Plan Compliance and Administration Services Agreement, the Plan Administration Agreement and Fee Schedule and this First Amendment will govern the relationship between OMNI/TSA and Employer;

NOW, THEREFORE, OMNI/TSA and Employer hereby agree to amend and replace the "INVESTMENT PRODUCT PROVIDER FEES" Section in the Plan Administration Agreement and Fee Schedule, which shall now read as follows:

INVESTMENT PRODUCT PROVIDER FEES:

- *Effective date of this Amendment - June 30, 2027*
  Recordkeeping - (Per Participant Account) — *$27.00 per year billed monthly*

- *July 1, 2028 and thereafter*
  Recordkeeping - (Per Participant Account) — *$30.00 per year billed monthly*

Unless expressly amended as set forth herein, all provisions in the Retirement Plan Compliance and Administration Services Agreement and Plan Administration Agreement and Fee Schedule between the parties remain effective and are not amended or replaced by this First Amendment.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representatives.

EMPLOYER NAME
Warren County School District

By: ______________________

Title: ______________________

Date: ______________

U.S. OMNI & TSACG COMPLIANCE SERVICES

By: ______________________

Title: ______________________

Date: ______________

EIN: 16-1538542

ATTACHMENT #10

Warren County Assessment Office

OFFICE OF CHIEF ASSESSOR

Chief Assessor: Brian Bull C.P.E.

June 4th, 2026

MEAD TOWNSHIP
TAX DISTRICT

WHEREAS, the Chief Assessor of Warren County has exhibited satisfactory evidence that the property of:

NAME	IDENTIFICATION NO.	ASSESSMENT
JOHNSON DOUGLAS L 23 DUNMIRE LN CLARENDON, PA 16313	WN-008-376300-003	$7,030

EXONERATE TO: 0

MOBILE HOME REMOVED PER FIELD REVIEW. ES

WAS IMPROPERLY ASSESSED FOR THE YEAR – 2024- SPRING 2026

BE IT HEREBY RESOLVED, the Collector of the above listed taxing district be, and hereby is exonerated from collecting the County taxes which would be due on the excess assessment on said property.

AND BE IT FURTHER RESOLVED, that the School Board and Borough Council or Township Supervisors of said taxing district are requested to exonerate the tax collector of said district from collecting such amounts as would be due them.

WARREN COUNTY BOARD OF APPEALS

204 Fourth Avenue · Warren Pennsylvania 16365 · Telephone (814) 728-3420 · Fax (814) 728-3472
Email: assessment@warrencountypa.gov

Warren County Assessment Office

OFFICE OF CHIEF ASSESSOR

Chief Assessor: Brian Bull C.P.E.

June 2nd, 2026

MEAD TOWNSHIP
TAX DISTRICT

WHEREAS, the Chief Assessor of Warren County has exhibited satisfactory evidence that the property of:

NAME	**IDENTIFICATION NO.**	**ASSESSMENT**
SMITH JIM 537 E 11TH ST ERIE, PA 16503	SH-003-121700-013	$2050

EXONERATE TO: 0

MOBILE HOME REMOVED. BR

WAS IMPROPERLY ASSESSED FOR THE YEAR – 2024-2025

BE IT HEREBY RESOLVED, the Collector of the above listed taxing district be, and hereby is exonerated from collecting the County taxes which would be due on the excess assessment on said property.

AND BE IT FURTHER RESOLVED, that the School Board and Borough Council or Township Supervisors of said taxing district are requested to exonerate the tax collector of said district from collecting such amounts as would be due them.

WARREN COUNTY BOARD OF APPEALS

ATTACHMENT #11

WARREN COUNTY SCHOOL DISTRICT

Warren, Pennsylvania

Mister President and Members
Board of School Directors

June 22, 2026

CERTIFICATED PERSONNEL REPORT

RESIGNATION

Schwanke, Allura A.: requests approval to resign from her Special Education Instructor position at Warren Area Elementary Center effective June 18, 2026.

LEAVE OF ABSENCES

Hagadorn, Catherine L.: requests approval for a leave of absence on August 27, 2026 and August 28, 2026 for travel. This leave is in accordance with the WCEA negotiated agreement, Article V, Section 5.12. Catherine is a Home and School Visitor.

Bussell, Randall K.: requests approval for a leave of absence in accordance with the Family and Medical Leave Act beginning on July 1, 2026 and continuing through July 31, 2026 unless sooner terminated. Randall is a Network Technology Systems Administrator for the Warren County School District.

Danielson, Laura E.: requests approval to terminate her leave of absence effective June 15, 2026. Laura was previously approved for a leave of absence beginning February 2, 2026 and continuing through January 18, 2027. This leave was approved at the Meeting of the Board of School Directors on February 9, 2026 and was in accordance with WCEA negotiated agreement, Article V, Section 5.12. Laura is a Business/Computer/Information/Technology Instructor at Beaty-Warren Middle School.

ATTAINMENT OF TENURED STATUS

The following temporary professional employees have satisfied all the requirements of tenure in accordance with the Pennsylvania Public School Code of 1949, 24 PS 11-1108:

Bailey, Erica B,	Ball, Amber L.
Corey, Kimberly L.	Cowan, Erika R.
Fadale, Kelsey M.	Parker, Gabrielle J.
Sensenig, Kerlyn K.	Turner, Lindsey R.
Ward, Shelley M.	

EXTENDED SCHOOL YEAR PROGRAM EMPLOYMENT

The following is a list of recommended candidates to fill the professional positions for the 2026 Extended School Year Program (ESY) (employment is contingent on student enrollment):

Danielson, Laura E.

INFORMATIONAL CERTIFICATED PERSONNEL ITEMS

VOLUNTARY TRANSFERS

Mulligan, Patrick S.: voluntarily transferring from his position as Elementary Instructor at Sheffield Area Elementary Middle School to the position as Elementary Instructor at Eisenhower Elementary School effective August 20, 2026. This is a new position. This will be effective August 20, 2026.

Wurst, Elishia R.: voluntarily transferring from her position as Elementary Instructor at Warren Area Elementary Center to the position as Elementary Instructor at Eisenhower Elementary School effective August 20, 2026. This is a new position. This will be effective August 20, 2026.

INVOLUNTARY TRANSFERS

Danielson, Laura E.: involuntarily transferring from her position as Business/Computer/Information/Technology Instructor at Beaty-Warren Middle School to the position as Business/Computer/Information/Technology Instructor at Warren Area High School. This will be effective August 20, 2026.

RETIREMENT INCENTIVE

Upon retirement, the following employees will receive a special salary increment of $3,000.00 in accordance with Section 6.07 – Retirement, B, of the negotiated agreement between the Warren County Education Association and the Warren County School District:

Gignac, Christine B.
Hornick, Suzanne E.
Thompson, Rhonda J.
Gignac, Richard M.
Renninger, Kristina L.

PAYMENT OF SICK/PERSONNEL DAYS

The following is a list of Warren County School District professional retirees and the amount due to them in accordance with the WCEA negotiated agreement (Article VI, Section 6.07 – Retirement, A) for their unused accumulated sick and personal days:

Name	Number of Accumulated Sick/Personal Days	Rate	Payment
Anderson, Robin S.	4.25	$25.00	$106.25
Renninger, Kristina L.	110.625	$75.00	$8,296.88
Sullivan, Karolyn R.	14.125	$25.00	$353.125

Respectfully submitted,
COMMITTEE OF THE WHOLE

de

ATTACHMENT #12

WARREN COUNTY SCHOOL DISTRICT
Warren, Pennsylvania

Mister President and Members
Board of School Directors

June 22, 2026

SUPPORT PERSONNEL REPORT

It is recommended that the following be approved:

RESIGNATIONS

Lobdell, Marc T.: requests approval to resign from his Grade III Maintenance Helper position for the Warren County School District effective July 7, 2026.

Mitchell, Brian E.: requests approval to resign from his Building Paraprofessional position at Youngsville Elementary Middle School effective June 16, 2026.

Fredericks, Patricia A.: requests approval to resign from her Building Paraprofessional position at Youngsville Elementary Middle School effective June 30, 2026.

INFORMATIONAL SUPPORT PERSONNEL ITEMS

VOLUNTARY TRANSFER

Rossman, Timothy J.: voluntarily transferring from his Building Paraprofessional position at Warren Area High School to another Building Paraprofessional position at Warren Area High School. This is a Class B position working 7.25 hours per day at the negotiated rate. Timothy will be replacing Rebecca Fuller who retired. This will be effective August 24, 2026.

PAYMENT OF SICK/PERSONAL DAYS

The following is a list of Warren County School District support personnel retirees and the amount due to them in accordance with the WCESPA negotiated agreement (Article XX, Retirement of Employee, Section 1) for their unused accumulated sick/personal days:

Name	Number of Accumulated Sick/Personal Days	Rate	Payment
Darts, Shelly	2	$65.00	$130.00

Respectfully submitted,
COMMITTEE OF THE WHOLE

de

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made by and between the Warren County School District (“District”) and the Warren County Education Support Professionals Association (the “Association”).

WHEREAS, the Association is the exclusive representative certified under law to represent a bargaining unit of non-professional employees of the District (the “Unit”); and

WHEREAS, the District has implemented or will be implementing a program for students with disabilities by which those students would be provided work experiences intended to advance the student’s vocational skills; and

WHEREAS, the vocational skills and related work assignments could involve minor duties relating to custodial work, food services, library assistance, and other duties that could be performed by members of the Unit; and

WHEREAS, the Parties wish to enter into this Agreement to address the manner in which they have agreed that work could be provided to students without impairing the Unit’s claim to the duties performed; and

NOW, THEREFORE, with the intent to be legally bound, the parties hereby agree as follows:

1. The recitals above are incorporated herein as if fully set forth below.

2. The Parties hereby agree that District is or shall be permitted to operate a program by which it provides work experiences to current District special education students, and the operation of such a program of the provision of such work to the students will not be construed as an improper diversion of bargaining unit work so long as District does not use this program as a means to eliminate any bargaining unit positions or to furlough or reduce the hours of any bargaining unit member or to reduce overtime work opportunities.

3. Except for those paraprofessionals assigned to provide support services to students who may be assigned the vocational experiences, no other bargaining unit members will be assigned to supervise the work of the students. For example, custodial employees will not be responsible for supervising students’ custodial work, food service employees will not be responsible for supervising students’ work in food services, etc.

4. The Association and District agree that nothing in this Memorandum and nothing about the arrangement contemplated hereby shall be construed to change the bidding, transfer, subcontracting, or other provisions of the applicable collective bargaining agreement except to the extent explicitly described herein, and nothing herein will create any binding practice or precedent for future bargaining.

5. The terms of this Memorandum shall expire at the conclusion of the 2026-2027 school year, unless the term is extended by mutual written agreement of the Parties.

6. The individual signing on behalf of the District states that he/she has been duly authorized in accordance with law to enter into and execute this Agreement on behalf of and with permanent binding effect on the District and individual members thereof.

7. The individual signing on behalf of the Association states that he/she has been duly authorized in accordance with law to enter into and execute this Agreement on behalf of and with permanent binding effect on the Association and individual members thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum on the ______ day of ____________________, 2026.

________________________________	________________________________
Attest	President Warren County School District
________________________________	________________________________
Attest	President Warren County ESPA

ATTACHMENT #14

WARREN COUNTY SCHOOL DISTRICT
Warren, Pennsylvania

June 22, 2026

Mr. President and Members
Board of School Directors

CO-CURRICULAR/INSTRUCTIONAL SUPPLEMENTAL CONTRACTS

It is recommended that the following be approved:

EMPLOYMENT
The following individual(s) are subject to the restriction that any new hires shall not be finalized and, unless all of the requirements for provisional employment have been met, shall not be permitted to work or have direct contact with children until all criminal history requirements, child abuse clearance requirements, and Act 168 requirements have been complied with and the results are determined to be satisfactory to the District.

Eisenhower Middle High School	2026-2027 School Year Marching Band Director Marching Band Assistant Marching Band Assistant
Warren Area High School	2026-2027 School Year Marching Band Director Marching Band Assistant

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RESIGNATION

Warren County School District	All County Musical – Director Jennifer Check
Warren County School District	All County Musical – Producer Jennifer Dilks
Warren County School District	All County Musical – Orchestra Director Marcia White

Respectfully submitted,

RLH
*Superintendent Approval

WARREN COUNTY SCHOOL DISTRICT ATTACHMENT #15
Warren, Pennsylvania

June 22, 2026

Mr. President and Members Board
of School Directors

ATHLETIC SUPPLEMENTAL CONTRACTS

It is recommended that the following be approved:

EMPLOYMENT
The following individual(s) are subject to the restriction that any new hires shall not be finalized and, unless all of the requirements for provisional employment have been met, shall not be permitted to work or have direct contact with children until all criminal history requirements, child abuse clearance requirements, and Act 168 requirements have been complied with and the results are determined to be satisfactory to the District.

BEATY WARREN MIDDLE SCHOOL	CHEERLEADING- FALL- MS INTERMURAL COACH
	Emily Sudul

RESIGNATIONS

NONE

Respectfully submitted,

HIM
*Superintendent Approved

May 6, 2026

Dear WCSD Board of Directors,

I am writing to explain why the Football Boosters established a new nonprofit organization. When I assumed the role of President in April, the Board discussed formalizing the booster organization as a nonprofit. In reviewing prior records, we learned the previous Board (2022) had begun the process, retained legal counsel, and believed the organization had obtained 501(c)(3) status. However, further review confirmed that the entity was recognized at the state level but was not approved as a nonprofit at the federal level. We also discovered that no federal tax returns had been filed under the name "Grid Iron," and the current Board did not have complete historical financial documentation that would be required to address the lapse.

After consulting with local attorney Christine Kuntz, we were advised to form a new organization because it would be difficult to satisfactorily explain missing filings and incomplete records to the IRS. Following a vote of the Board and the community, we elected to begin again and promptly initiated the incorporation and exemption process. Within my first two months as President, the organization has been approved as a 501(c)(3) at both the state and federal levels.

During this process, I also learned that formal approval is required from the WCSD Board of Directors. I apologize that I was not aware of this requirement before we began; at the time, we had an established booster board operating under existing bylaws, and much of the organizational structure was already in place. I have enclosed the Articles of Incorporation, the current bylaws, and the IRS determination letter confirming our tax-exempt status. We are committed to moving forward with transparency, strong governance, and a clean slate. If you have any questions or would like any additional information, please do not hesitate to contact me.

Thank you for your time and continued support.

Amanda L Englert

Amanda (Mandie) Englert

Dragon Nation Football President

[redacted]

Request to Form a Booster Organization – Policy 11020

The following checklist must be completed in order to establish a newly formed booster organization. Please see the Warren County School District for more details pertaining to policy 11020. (www.wcsdpa.org)

Adult Sponsor	
Approval of Building Administrator	
Name and Purpose of the Organization	
Names of Founding Members	
Copy of Proposed By-Laws (see section 4)	

If possible, please fill out all the required information below in the spaces provided. If more space is needed you may submit this information on a separate word document. Please attach this form if you submit on any additional documents.

Adult Sponsors Name: Amanda Englert

Name of Advisor:Jodi Baum

(Must be District Employee)

Name of Booster Organization. *DRAGON NATION FOOTBALL*

Purpose of the Booster Organization.

The purposes of Dragon Nation Football are:

a) *To promote and support the Warren Area High School and Beaty Warren Middle School football programs by raising funds to for the purchase of equipment, uniforms, and programming for players and staff;*

b) *To promote the welfare of the players within the football programs, including fostering cooperation among educators, coaches, and parents in order to cultivate the highest advantages in physical, mental, social, and athletic development for each player;*

c) *To make distributions to organizations that qualify as exempt organizations described under Section 501(c)(3) of the Internal Revenue Code for the purpose of aiding athletes and teams in need of financial assistance;*

Names of all Founding Members of the Proposed Organization (Include first/last names and phone numbers

1. *Amanda Englert (President)* [redacted]
2. *Caroline Niemetz (Vice President)* [redacted]
3. *Ann Orth (Secretary)* [redacted]
4. *Brianna Hollabaugh (Treasurer)* [redacted]

**Please include your proposed Bylaws that contain all of the information specified in Section 4(I)

Signatures for Approval

Building Administrator____________________ Date 5/27/22

Dragon Nation Football
CONSTITUTION AND BYLAWS
EIN 42-1919108

Amended and approved by the
Dragon Nation on April 23, 2026

Article 1 – NAME

The name of this Organization shall be the Dragon Nation Football.

Article 2 – OFFICES

The principal office of the Dragon Nation Football in the state of Pennsylvania, shall be in the County of Warren.

Article 3 – OBJECT AND PURPOSE

Section 1. The object and purpose of the Dragon Nation Football shall be:

a. To promote and support the football programs at Warren High School (hereinafter "WAHS") and the Beaty Warren Middle School (hereinafter "Beaty") as one program by raising funds for equipment, uniforms, programming for the players and staff, and all other necessary and appropriate expenditures for the programs.

b. To promote the welfare of the football players within the football program.

c. To bring into closer relation the home, the school, and the football programs, that parents, school employees and coaches may cooperate in the education and development of the football players.

d. To develop between educators, coaches, parents and the general public such united efforts as will secure for all football players the highest advantages in physical, mental, and social education.

Section 2. The Dragon Nation Football recognizes the purposes of the Organization are promoted through a football program directed toward football players, coaches, parents, teachers, and the general public; are developed through conferences, committees, projects and programs; and are governed and qualified by the basic policies set forth in Article 4.

Section 3. The Dragon Nation Football is organized exclusively for the charitable, scientific, literary or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or corresponding Section of any future Federal tax code (hereinafter "Internal Revenue Code").

Article 4 – BASIC POLICIES

The following are basic policies of this Organization:

a. The Organization shall be noncommercial, nonsectarian, and nonpartisan.

b. The Organization or members in their official capacities shall not endorse a commercial entity or engage in activities not related to promoting the purposes of the Organization.

c. The Organization or members in their official capacities shall not, directly or indirectly, participate or intervene (in any way, including the publishing or distributing of statements) in any political campaign on behalf of, or in opposition to, any candidate for public office; or devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise.

d. No part of the net earnings of the Organization shall inure to the benefit of, or be distributable to its members, directors, trustees, officers or other private individuals except that the Organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 3 hereof.

e. Notwithstanding any other provision of these articles the Organization shall not carry on any other activities not permitted to be carried on (i) by an Organization exempt from Federal income tax Section 501(c)(3) of the Internal Revenue Code, or (ii) by an Organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

Article 5 – MEMBERSHIP

Section 1. Members include all parents and/or legal guardians of students involved in the WAHS or Beaty football programs, and their respective coaching staffs.

Section 2. Voting on all matters will be the executive board and the grade level representatives. Coaches' role is to advise and focus on the Warren Dragon Football Team. In the event of a tie, the head coach will be the tie breaker.

Section 3: The Executive Board may solicit votes on decisions from the Grade Level Representatives through e-mail, social media (e.g. website, text, Facebook) or other methods deemed appropriate by the Executive Board.

Section 4. All members are encouraged to attend all meetings and to donate time to work on Dragon Nation Football projects and events.

Section 5. Membership of the parent or guardian is automatically terminated upon graduation of the student's withdrawal from the football program.

Article 6 – DUTIES OF OFFICERS

Section 1:

a. PRESIDENT. The President shall preside at all meetings of the Organization and of the Executive Board; shall perform such other duties as may be prescribed in these by-laws or assigned to him or her by the Organization or by the Executive Board; shall, together with the Vice President, coordinate the work of the officers and committees of the Organization.

b. VICE-PRESIDENT. The Vice-President shall act as an aide to the President and shall perform the duties of the President in the absence or inability of that officer to act. The Vice-President shall oversee all standing committees and see that the duties of these committees are discharged. The Vice-President shall insure that all monies raised by committees are turned over to the treasurer at the end of the event to be recorded and deposited in the bank.

c. SECRETARY. The Secretary shall record the minutes of all general Organization meetings. Copies of all general meeting minutes shall be typed, and handed out at the next general meeting for members to review.

d. TREASURER. The Treasurer shall ensure a full and accurate account of receipts and expenditures are kept; and in accordance with the budget adopted by the Organization, shall make disbursements as authorized by the President, Executive Board, or standing committee. The Treasurer shall present a financial statement at every meeting of the Organization. The Treasurer shall make a full report at the meeting at which new officers officially assume their duties. The Treasurer/Auditor(s) shall make a full report at the meeting at which new officers officially assume their duties. The Treasurer shall be responsible for the maintenance of such books of account and records as conform to the requirements of these by-laws. The Treasurer's accounts shall be examined annually by an auditor or an auditing committee of not less than two (2) members. The Executive Board at the last Executive Board meeting of the year shall choose the auditor or select the auditing committee.

e. GRADE LEVEL REPRESENTATIVE- Each grade 7-12 will have a representative that will act as the communication and coordination link between families, players, and the booster club for their specific class. If a grade is unable to provide a grade level representative, then a parent/guardian can be used at a different grade level.

Article 7- EXECUTIVE BOARD

Section 1. The Executive Board shall consist of the President, Vice President, Secretary, Treasurer of the Organization.

Section 2. The duties of the Executive Board shall be to transact necessary business between the Organization meetings and such other business as may be referred to by the Organization; to create standing and special committees; to approve the work of the standing committees; to present a report at general meetings of the Organization; to select an auditor or auditing committee to audit the treasure's accounts; to prepare and submit to the Organization for adoption a budget for the year; and to approve routine bills within the limits of the budget.

Section 3. Any vacancy occurring on the Executive Board during a term of office, shall be filled by Executive Board appointment. An officer appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office.

Section 4. Officers shall be elected, using one of the methods in Article 5, Section 3, by a majority vote of the participating membership -no later than February 15.

All officers will assume their duties no later than March 1st. Officer positions are held by an individual and shall not have a co-chair position. No person shall hold more than one officer position. The outgoing members shall provide assistance to newly elected officers during a transition phase and turn over all pertinent information.

Section 5. The terms for all Executive Board members shall be:
2025 Season President and Treasurer 1 year term.
Vice President and Secretary 2 year term
2026 Season and beyond all Executive Board members shall by for 2 years

Section 6. The Executive Board may seek guidance for its decisions from the general membership through e-mail, social media (e.g. website, text, Facebook) or other method deemed appropriate by the Executive Board.

Section 7. Officer positions shall not include any member of the coaching staff or two persons representing the same player.

Article 8 – MEETINGS

Section 1. The general membership will meet at least four times a year as deemed necessary by the Executive Board-General membership meetings of the Dragon Nation Football may be called, cancelled or and/or rescheduled by the President. Special meetings may be called at any time by the President.

Section 2. Minutes shall be typed and handed out at the next general meeting.

Section 3. The February meeting of the Organization shall also be the annual meeting at which time officers are elected.

Section 4. Written, printed or notice via social media (e.g. website, text, Facebook) stating the place, day and hour of any meeting of members shall be delivered to each member entitled to vote at such meeting, not less than five (5) days before the date of such meeting, by or at the direction of the President, the Secretary or other officers calling the meeting.

Article 9 – COMMITTEES

The President shall be empowered to appoint committee members from the general membership. Members are expected to serve on at least one (1) committee each school year.

Article 10 – FINANCES

Section 1. An initial list of estimated equipment needs and projected costs must be presented by the WAHS Head Football Coach to the Dragon Nation Football no later than April 1st, so that it may be reviewed and approved by the Executive Board.

Section 2. There shall be a planned year of action and budget drafted by May 1st of each year by the Executive Board. It shall be based upon the initial list of estimated equipment needs and costs prepared by the WAHS Head Football Coach. It shall be presented at the next planned meeting following the May 1st budget deadline and approved by a majority vote of the members present. The Executive Board shall use the planned year of action and budget to run the Organization for that year.

Section 3. The Executive Board must have approval from the general membership when expenditures exceed $500.00 per year beyond budget.

Section 4. The amount of money that a committee shall have to spend, will be set at the planning and budget meeting of the general membership meeting as described in Article 10, Section 2. The committee shall stay within that amount unless approval to exceed their budget is given by the Executive Board.

Section 5. Individuals or committees requesting reimbursement must have invoices and keep records of all expenditures. These, along with any money raised, shall be turned over to the Treasurer or his representative at the end of the event.

Section 6. The outgoing Executive Board must insure to the fullest extent possible that there will be a $5,000.00 start-up fund left in the bank account for the next year.

Section 7. All purchases must be approved by the Executive Board prior to purchase.

Article 11 – AMENDMENTS

The Bylaws document may be amended by a majority of the members present vote at any regular meeting of the membership, or a special meeting of the membership, or by special vote as described in Article 5, Section 3, provided that a summary of the proposed amendments has been included prior to the meeting/vote. Amendments shall become effective immediately upon passage.

Article 12 – DISSOLUTION OF THE ORGANIZATION

Section 1. In the event of dissolution, all equipment and property acquired and designated for use in the football program shall become the property of the WAHS and Beaty football programs. In addition, any monies remaining after all outstanding debts have been paid shall be placed in an account for the exclusive use by the Dragon Nation Football. Funds from the Warren Grid Iron Club will be transferred to the Dragon Nation Football.

Section 2. The Dragon Nation Football shall use its fund only to accomplish the objectives and purposes specified in these By-laws. Upon dissolution, no part of said funds shall be distributed to any member or officer. Any funds remaining after payment of all debts or which would not be required to be returned to a funding source, may be given to another non-profit organization within Warren County, PA. The Executive Board will make the selection of an organization to receive any remaining funds. If no such organization exists or is willing to accept funds, all remaining funds will be given to the Warren County School District providing the funds will only be used to support football within the school district. Any real property belonging to the Organization shall become the property of the Warren County School District. Dissolution may be affected only by an affirmative vote of three-fourths (3/4) of the members present at a meeting held one month after a meeting at which a motion of the intention to dissolve the Organization is passed by a simple majority of those present.

Article 13 – SPECIAL MATTERS AND/OR REQUIREMENTS

Section 1. The signature of at least two persons, who shall include the Treasurer and either the President or Vice-President, is required to withdraw monies in any amount from the Organization's bank account.

Section 2. The Executive Board may authorize any officer or agent of the Organization, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Organization. Such authority may be general or confined to specific interests.

Section 3. All general members are expected to maintain a high ethical standard for the Organization and shall conduct themselves in a manner conductive to any behavioral guidelines set forth by the Warren County School District pertaining to volunteers.

Section 4. Each year there shall be sufficient funds to support a $5000.00 carryover to offset expense incurred over the summer and to support season start-up expenses.

--REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK ----

These by-laws are accepted as written by the signatures and dates below:

PRESIDENT: Amanda J Englert

Signature

Amanda Englert

Printed Name

5/5/26

Date

VICE PRESIDENT: Caroline Niemetz

Signature

Caroline Niemetz

Printed Name

5/5/26

Date

TREASURER: Bren Hall

Signature

Brianna Hollabaugh

Printed Name

5/5/26

Date

SECRETARY: A Orth

Signature

Ann Orth

Printed Name

5/5/26

Date

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

DRAGON NATION FOOTBALL
% AMANDA ENGLERT
[redacted]
WARREN, PA 16365

Date:
04/21/2026
Employer ID number:
42-1919108
Person to contact:
Name: Ms. Stinson
ID number: 3913317
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
April 10, 2026
Contribution deductibility:
Yes
Addendum applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

COMMONWEALTH OF PENNSYLVANIA
Department of State
Bureau of Corporations and Charitable Organizations
PO Box 8722
Harrisburg, Pennsylvania 17105-8722

ARTICLES OF INCORPORATION - NONPROFIT

Fee: $125

Pennsylvania Department of State
-FILED-
File #: 0015343251
Date Filed: 4/10/2026

DSCB:15-5306/7102 (rev. 1/2023)

In compliance with the requirements of 15 Pa.C.S. § 5306 (relating to articles of incorporation) or 15 Pa.C.S. § 7102 (relating to cooperative corporations generally), the undersigned, desiring to incorporate a nonprofit/nonprofit cooperative corporation, hereby state(s) that:

Nonprofit Corporation Type

Filing type	Domestic Nonprofit Corporation
Nonprofit filing subtype	Nonprofit Corporation

Corporation Name

Business name	Dragon Nation Football

Effective Date

The filing shall be effective when filed with the Department of State

The corporation is incorporated under the Nonprofit Corporation Law of 1988 for the following purpose or purposes.

To promote and support scholastic football programs as more fully set forth in Attachment A.

Additional Information

The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

☒ The incorporators constitute a majority of the members of the committee authorized to incorporate such association by the requisite vote required by the organic law of the association for the amendment of such organic law.

This corporation shall have members.

Registered Office

The address of this corporation's proposed registered office in this Commonwealth is

[redacted]
WARREN, PA 16365-1644
WARREN

Stock

The corporation is organized on a nonstock basis

Incorporators

Name of individual or organization	Address
Amanda Englert	[redacted] Warren, PA 16365
Caroline Niemetz	[redacted] Warren, PA 16365
Ann Orth	[redacted] Warren, PA 16365
Brianna Hollabaugh	[redacted] Warren, PA 16365

Additional provisions, if any

Additional provisions	Dragon Nation Art of Incorp Annex.pdf

☐ I qualify for a veteran/reservist-owned small business fee exemption (see help)

Electronic Signature

IN TESTIMONY WHEREOF, the incorporator(s) has/have signed these Articles of Incorporation

Amanda Englert	*04/10/2026*
Amanda Englert	Date
Caroline Niemetz	*04/10/2026*
Caroline Niemetz	Date
Ann Orth	*04/10/2026*
Ann Orth	Date
Brianna Hollabaugh	*04/10/2026*
Brianna Hollabaugh	Date

ATTACHMENT A

ARTICLES OF INCORPORATION
of
DRAGON NATION FOOTBALL

The Corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including specifically:

To promote and support the Warren Area High School and Beaty Warren Middle School football programs by raising funds to for the purchase of equipment, uniforms, and programming for players and staff;

To promote the welfare of the players within the football programs, including fostering cooperation among educators, coaches, and parents in order to cultivate the highest advantages in physical, mental, social, and athletic development for each player;

To make distributions to organizations that qualify as exempt organizations described under Section 501(c)(3) of the Internal Revenue Code for the purpose of aiding athletes and teams in need of financial assistance;

Each of the Corporation's purposes identified above will be considered an independent purpose of the Corporation. Each corporate purpose will be interpreted liberally to give the Corporation and its Board of Directors broad powers to achieve the Corporation's purposes.

No substantial part of the activities of the Corporation will be the carrying on of propaganda or otherwise attempting to influence legislation. The Corporation will not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate of public office.

The Corporation will not discriminate against any person based upon age, race, color, sex, gender, gender identity, sexual orientation, disability, religious beliefs, national origin, or ancestry.

No part of the net earnings of the Corporation will inure to the benefit of, or be distributable to its Directors, Officers, or other private persons except that the Corporation is authorized to pay reasonable compensation for services rendered to the Corporation and to make payments and distributions in furtherance of the Corporation's purposes.

Upon the dissolution of the Corporation and after paying or making provisions for the payment of all of the liabilities of the Corporation, the Corporation will distribute all assets of the Corporation to such organizations that support the mission of this Corporation and are recognized as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. Any assets not so disposed of will be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located to such organizations described in Section 501(c)(3) of the Internal Revenue Code, as such court will determine.

Amanda J Englert

Incorporator

4-9-20

Date

BoardDocs Data Transfer Agreement

This Data Transfer Agreement ("**Data Transfer Agreement**") is between **Warren County School District** ("**Customer**") and **Diligent Corporation** located at 1111 19th Street NW, Washington DC, 20036 ("**Diligent**") in connection with that certain agreement between Customer and Diligent (collectively, the "**Parties**" and individually a "**Party**") as may be in effect (the "**Order Form**") pursuant to which Diligent provides its proprietary, web-based service known as BoardDocs (the "**Service**"). Unless otherwise defined herein, all capitalized terms used herein shall have the same definitions as set forth in the Order Form. By executing this Data Transfer Agreement, Customer authorizes Diligent to export and transfer all data hosted by Diligent within the Service on behalf of the Customer (which may include Content, Client Data, or any other defined term with similar meaning in the Order Form) (all collectively referred to herein as "Customer Information") to Customer in accordance with and subject to the terms and conditions described in this Data Transfer Agreement.

1. Access to Customer Information. Customer hereby authorizes Diligent to access, remove all encryption and ACL (access control list) and move Customer Information from the Diligent servers, including all Confidential Information and Trade Secrets and any Customer Information marked as "Executive Customer Information" or similar designation, for the purpose of exporting Customer Information from Diligent's secure environment and transferring any requested copies of such Customer Information to Customer. Customer shall have the right to request additional copies of Customer Information during the term of the Order Form or during any period of post-termination access provided for in accordance with the Order Form.

2. Data Transfer. Diligent will use commercially reasonable efforts to transmit Customer Information using software selected by Diligent ("**Storage Software**") to Customer. Diligent agrees to store the Customer Information to be transmitted on the Storage Software using Diligent's standard encryption practices.

3. Indemnity. Since all Customer Information was provided by, and belongs to, Customer, Customer shall defend, indemnify and hold Diligent and its affiliates and their respective officers, directors, employees and agents harmless from any loss, cost, damage or expense incurred by Diligent as a result of or in connection with the export and transfer of Customer Information, including, without limitation, any claim asserted by a third party or any liability or obligation under any Intellectual Property, data privacy, data breach notification or other similar law or regulation of any jurisdiction.

4. Limitation of Liability and Disclaimer. NO PARTY OR SUCH PARTY'S AFFILIATES OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE SERVICE, APPLICATIONS OR THIS DATA TRANSFER AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE, EXCEPT WITH RESPECT TO ANY OF CUSTOMER'S OBLIGATIONS UNDER THIS DATA TRANSFER AGREEMENT. CUSTOMER'S SOLE REMEDY FOR ANY AND ALL CLAIMS, AND DILIGENT'S SOLE LIABILITY, RELATED TO THIS DATA TRANSFER AGREEMENT, IS THAT DILIGENT SHALL, TO THE EXTENT THAT IT STILL HAS A COPY OF CUSTOMER INFORMATION IN ITS POSSESSION, REPERFORM ITS OBLIGATIONS UNDER THIS DATA TRANSFER AGREEMENT. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INVOLVED IN DILIGENT EXPORTING CUSTOMER INFORMATION FROM DILIGENT'S SYSTEM TO THE STORAGE SOFTWARE AND THEN TO CUSTOMER AS DESCRIBED HEREIN. DILIGENT HAS NO RESPONSIBILITY WHATSOEVER FOR LOSS, ACCESS OR DISCLOSURE OF, OR DAMAGE TO, CUSTOMER INFORMATION IN CONNECTION WITH DILIGENT'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. DILIGENT'S OBLIGATIONS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO STATEMENT BY DILIGENT, ITS AFFILIATES OR CONTRACTORS WILL CREATE ANY WARRANTY OF ANY KIND.

5. Miscellaneous.

(a) Unless the law that governs Customer's existence or operation prohibits this, any claim or dispute relating to this Data Transfer Agreement will be submitted for binding arbitration in accordance with the Federal Arbitration Act, 9 U.S.C. 1-16 and this Data Transfer Agreement will be governed by Delaware law. The Parties agree that the arbitrator must adhere to the terms and conditions of this Data Transfer Agreement which may not be amended except in a writing signed by both Parties.

(b) If any portion of this Data Transfer Agreement is held to be unenforceable, the unenforceable portion will be construed as nearly as possible to reflect the original intent of the Parties and the remained of the provisions will remain in full force and effect. Neither Party's failure to insist upon strict performance of any provision of this Data Transfer Agreement will be construed as a waiver of any of its rights under this Data Transfer Agreement. The terms and conditions of this Data Transfer Agreement will not be more strictly construed against either Party since both Parties negotiated this mutually acceptable Data Transfer Agreement. This Data Transfer Agreement is to be interpreted and read in concert with, and as a part of, the Order Form; provided, however, that in the event of any conflict between this Data Transfer Agreement and the Order Form, this Data Transfer Agreement shall govern.

"Customer"	**"Diligent"**
Warren County School District	Diligent Corporation
Signature:	Signature:
Name:	Name:
Date Signed:	Effective Date:

ATTACHMENT #18

TOTAL TECHNOLOGY

BUYBACK QUOTE

QUOTE NO: D23060
DATE: 5/13/2026

Organization Information

Warren County School District

Jennifer Dilks
Warren County School District
6820 Market Street
Russell, PA 16345
United States

Jennifer Dilks

dilksj@wcsdpa.org

(814) 723 - 6900

Total Rep

Megan Finnegan-Ratliff

megan@totaltechnology.com

Quantity	Description	Unit Rate	Total
21	A1673SPG-A-128GB 2016 Apple iPad Pro 9.7 9.7"" Display 128GB Storage WiFi Only MLMV2LL/A - Space Gray	$21.00	$441.00
1	IPAD-F iPad broken or defective - F Grade	$5.00	$5.00
1	MGLW2LLA-A-16GB 2014 Apple iPad Air 2 9.7" Display 16GB Storage WiFi Only MGLW2LL/A - Silver	$10.00	$10.00
693	82J30001US-B-CEL11-4-S64 Lenovo 500w Gen 3 11.6" Touchscreen Celeron N5100 1.1GHz 4GB RAM 64GB SSD 82J30001US	$10.00	$6,930.00

Est. Total **$7,386.00**

Offer Description

Valid Through: 6/23/2026

Type: Take-all

Expected Release Date: 7/17/2026

-Take-All Quote: Devices are received, audited, and settled based on their graded condition. Units graded A–D will be paid the Working Unit Rate. Devices graded F will be paid the Non-Working Unit Rate.

Deductions Schedule

- All items must include original accessories such as AC adapter, keyboard, mice, power cords, etc. WA IVED
- Deductions may be applied for missing or damaged accessories, defective items, and cosmetic flaws. WAIVED

The terms and conditions (the **"Terms"**) set forth herein are binding upon the **"Customer,"** which has acknowledged and agreed to the Terms by electing to accept the same via signature, email, electronic, or other means. Total Technology (the **"Company"**), in its sole discretion, reserves the right at any time to change these Terms. Customer and Company may herein be referred to individually as a **"Party"** or collectively as the **"Parties."**

Terms & Conditions

(1) QUOTE

A. Company has or will purchase used Apple and other products and Devices (the "Devices") from Customer as set forth in a quote or purchase order (the "Quote"). Quotes are valid for 30 days.

B. The Quote is based upon Device model specifications with the assumption that the Devices are in Grade A condition. Pricing may be revised if Devices differ from specifications, are missing components, or contain non-OEM parts.

C. Devices with negative value are deemed "Disposition Devices" and will be charged a disposition fee.

(2) PICKUP / MAIL-IN

A. Company will provide single-location pickup or mail-in service depending on Device quantities. Additional costs may apply for multi-location pickup or changes in logistics outside the original Quote.

B. Risk of loss transfers to Company once Devices are loaded onto the freight carrier or delivery service. Title transfers to Company upon arrival at Company's facility. Devices will not be returned once ownership transfers.

C. Any return of Devices to the Customer or school will be shipped at the Customer's expense, including any handling or processing costs.

D. Devices must be received at Company's facility on or before any applicable pickup/mail-in expiration date. Pricing may be revised at Company's sole discretion for Devices received after that date.

E. If Company performs services in advance of, or in anticipation of, receiving Devices (including but not limited to disposition preparation, tagging, asset labeling, packaging, case installation, or other related services), and the quantity of Devices ultimately received is materially less than anticipated or represented by the Customer, Company reserves the right to assess a service fee. Any such fee shall be determined by Company based on the scope, complexity, and volume of work performed, and shall be the responsibility of the Customer.

(3) EVALUATION AND FINAL REPORT

A. Customer shall remove all Locks and Restrictions prior to pickup or mail-in. Failure to do so will be resolved pursuant to Exhibit A.

B. Company will evaluate and grade Devices, inspect accessories, and apply deductions where necessary. Non-functional Devices will be recycled to R2v3 standards and/or through industry-accepted downstreams.

C. Upon completion of the evaluation, Company will provide the Customer an Evaluation Report (the "Report") which will include Device serial numbers, grades, and applicable deductions.

(4) PAYMENT

A. Company will pay Customer the final amount set forth in the Report within the net terms stated in the Quote, beginning on the later of (i) the date Devices are received or (ii) the date all Locks/Restrictions are resolved.

B. Payment may be delayed due to untimely responses or actions by Customer.

(5) CUSTOMER REPRESENTATIONS AND WARRANTIES

Customer represents and warrants:

A. It has full power and authority to sell the Devices, with good and marketable title, free and clear of all liens or encumbrances.

B. The individual signing or agreeing has full authority to bind Customer.

C. The transaction does not violate any agreements to which Customer is a party.

D. There are no known violations of any laws relating to the Devices.

E. No claims or investigations exist affecting ownership of the Devices.

F. No party holds any right of first refusal or option to acquire the Devices.

(6) DISCLAIMER OF WARRANTIES

All services provided by Company are provided "AS IS," without warranties — express or implied. Company does not guarantee that services will meet Customer's requirements. Customer may have additional rights depending on state law.

(7) LIMITATION OF LIABILITY

To the extent permitted by law, Company is not liable for incidental, indirect, punitive, exemplary, or consequential damages, including lost profits, business interruption, or loss of data.

(8) COMPLIANCE

Company reserves the right to take steps it deems necessary to ensure compliance with these Terms, including disclosure of information to law enforcement or regulatory authorities as required.

(9) INDEMNIFICATION

Customer shall indemnify, defend, and hold Company harmless from all losses, claims, damages, and expenses arising out of Customer's breach of these Terms or obligations hereunder.

(10) ENTIRE AGREEMENT

These Terms, together with all related Quotes and Exhibits, constitute the entire agreement between the Parties.

(11) SURVIVAL

Any provisions intended to survive termination — including indemnification, warranties, and obligations relating to Device returns — shall survive indefinitely.

(12) SEVERABILITY

If any provision is deemed invalid, the remaining provisions remain enforceable.

(13) WAIVER

No waiver is valid unless in writing. A delay in exercising a right does not constitute a waiver.

(14) CUMULATIVE REMEDIES

All rights and remedies provided herein are cumulative and not exclusive.

(15) SUCCESSORS AND ASSIGNS

These Terms bind the Parties and their permitted successors and assigns.

(16) NO THIRD-PARTY BENEFICIARIES

Nothing herein confers rights upon any third party.

(17) CHOICE OF LAW; VENUE

These Terms are governed by and construed in accordance with the laws of the State of California, without regard to conflictof-law principles. All disputes or proceedings arising out of or relating to these Terms shall be brought exclusively in the state or federal courts located in the county of San Diego, California, and each Party hereby submits to the jurisdiction of such courts.

(18) COSTS OF COLLECTION

The prevailing Party in any enforcement action shall be entitled to reasonable attorneys' fees and costs.

Exhibit A - Deductions & Locks / Restrictions

1. Locked Devices / Restrictions – Policy

   Devices must arrive free of all Locks and Restrictions. Devices not unlocked after two retest attempts will be graded F and valued at $0.

2. Deductions & Fees – Schedule

   Accessory Deductions

   - $70 Missing/damaged iMac AC adapter (M1+)
   - $5 iPad/iPhone charger
   - $20–$40 MacBook charger
   - $5 Desktop / AIO power cord
   - $10 Apple keyboard
   - $5 Apple mouse
   - $10–$15 Windows laptop charger
   - $40–$50 Laptop battery replacemen

   Engraving / Etching Deductions

   - $10 Apple engraving removal
   - $25 Non-Apple engraving removal
   - Any engraved Device defaults to Grade B or lower

   Lock & Restriction Fees

   - $5 per Device to provide a pre-audit serial number list
   - $5 per Device service disruption
   - $5 per Device retest (first audit)
   - $10 per Device retest after 5 business days
   - $40 SIM/Carrier lock unresolved after 30 days

   Disposition Fees

   - $15 Tablet/Phone
   - $20 Laptop
   - $20 Desktop / AIO

Exhibit B - Minimum Guarantee Terms and Conditions

If Company provides a Minimum Guarantee in the Quote, the following apply:

1. Actual Devices Received

   Minimum Guarantee is based on the models and quantities listed in the Quote. Adjustments occur if actual devices received differ from quoted models or quantities.

2. Variance Threshold

   If more than 10% variance exists between quoted and received quantities, the Minimum Guarantee may be adjusted.

3. Defective or Non-OEM Devices

   If more than 10% of Devices are defective, broken, missing components, or non-OEM, Company may adjust the Minimum Guarantee.

4. Locks and Restrictions

   Devices must arrive free of all Locks and Restrictions. Locked devices may void or reduce the Minimum Guarantee.

5. Other Deductions

   Accessory, engraving, lock, and disposition fees apply after the Minimum Guarantee unless otherwise stated.

Signatory Authorization

The undersigned represents and warrants that they have full legal authority to execute agreements, quotes, purchase documents, or other binding commitments on behalf of the Customer named below. By signing this page, the signatory affirms that the individual signing below is duly authorized to bind the Customer to contractual terms, financial commitments, device sale agreements, or any related documentation provided by Cal State Electronics, Inc., dba Total Technology.

Customer Legal Entity Name: ______________________________

Authorized Signatory Name: ______________________________

Title: ______________________________

Email: ______________________________

Phone: ______________________________

Signature: ______________________________

Date: ______________________________

ATTACHMENT #19

Microsoft Volume Licensing

Microsoft Products and Services Agreement Signature Form

Microsoft Products and Services Agreement Number	4100163765	Proposal ID	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing below.

Contract Document	Number or Code	Associated Account Number
<Choose Agreement>	Document Number or Code	
<Choose Agreement>	Document Number or Code	
<Choose Agreement>	Document Number or Code	
<Choose Agreement>	Document Number or Code	
<Choose Agreement>	Document Number or Code	
Purchasing Account Registration	Document Number or Code	0040025136
<Choose Registration>	Document Number or Code	
<Choose Registration>	Document Number or Code	
<Choose Registration>	Document Number or Code	
<Choose Registration>	Document Number or Code	
Document Description	Document Number or Code	
Document Description	Document Number or Code	
Document Description	Document Number or Code	
Document Description	Document Number or Code	
Document Description	Document Number or Code	

By signing this document, Customer and the Microsoft Affiliate each agree that they (1) have read and understand all contract documents, including any websites or documents incorporated by reference, and (2) agree to be bound by the terms of all such documents. These contract documents take effect when signed by Microsoft. Agreement Administrator and Purchasing Account contact will receive an acceptance notification confirming the effective date of these contract documents. Customer is responsible for obtaining consent to associate a Purchasing Account with an Affiliate's Products and Services Agreement. Microsoft may refuse to accept a Purchasing Account Registration if there is a business reason for doing so.

Customer
Customer name (legal entity name):* Robert Cook **Legal entity number (Microsoft Customer Number. If this is a new MPSA leave blank):*** **DUNS:** **Street address (no PO boxes accepted):*** 6820 Market St **City:*** RUSSELL **State/Province:*** Pennsylvania **Postal code*:** 16345-3406 (For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx) **County:** **Country:*** United States **Phone:**
Signature* ______________________
Printed first and last name:* Robert Cook
Printed job title:*
Contact email address:* cookr@wcsdpa.org
Language preference: Select the language for notices.
Signature date:*

** indicates required field*

Optional 2nd Customer Signature (This 2nd customer signature is provided to meet Customer's internal requirements only, and is not required by Microsoft. If Customer does not require a second signature this section may be left blank.)
Legal organization name:*
Signature:* ______________________
Printed first and last name:*
Printed job title:*
Contact email address:*
Language preference: Select the language for notices.
Signature date*

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature ______________________
Printed first and last name:
Printed job title:
Signature date: (date Microsoft Affiliate countersigns)
Effective Date: (may be different than Microsoft's signature date)

After this signature form is signed by the Customer, send it and the contract documents to Customer's Partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA
For Notices Attn: Legal and Corporate Affairs

Prepared by:	Ian Skeete
	ian.skeete@connection.com

Microsoft Products & Services Agreement Registration

Microsoft Products & Services Agreement (MPSA) Number: 4100163765

Version: 2016May

Agreement Language: English

Agreement Administrator Purchasing Account Number: 0040025136

Customer Legal Entity Name: Warren County School District

By executing this registration, Customer registers the following Purchasing Account(s) under the Agreement and accepts the terms of the Agreement. Capitalized terms used but not defined in this registration have the definitions in the Agreement. To register a Purchasing Account, Customer must be a legal entity and Affiliate of the Agreement Administrator.

By providing contact information, Customer consents to (1) the use of such information for purposes of administering purchases under the Agreement and any Supplemental Agreement by Microsoft, its Affiliates, and other parties that help administer the Agreement and (2) disclosure of information related to Customer's Agreement to the contact(s) identified. Each party will notify the other if any of the contact information changes.

Purchasing Accounts

Customer registers a Purchasing Account to manage orders of Products under the Agreement. Customer can register itself as the Purchasing Account or identify a business unit within Customer's organization that will manage orders and payment for the Customer. In either case the Customer identified on the signature form for this registration is the legal entity for the Agreement.

Purchasing Account name: Warren County School District

Purchasing Account number:	0040025136
Purchasing Account type:	Academic
Address:	6820 Market St
City:	RUSSELL
State/Province:	Pennsylvania
Postal code:	16345-3406
Country/Region:	United States
Within City Limits:	Yes

Purchasing Account contact: This is an individual within Customer's organization who will serve as the main contact and administrator for the Purchasing Account and who will receive contractual notices from Microsoft. Customer authorizes this individual to establish the Purchasing Account's electronic identity which is required for online administrator access to the Microsoft Business Center. This contact's access to the Microsoft Business Center is used for purposes of managing agreements and Products associated with this Purchasing Account, and granting online access and permissions to others as needed to support managing the Purchasing Account.

First and last name	Robert Cook
Email address	cookr@wcsdpa.org
Phone number	814 723 6900
Preferred language	English

Anniversary month: July
Customer may align the subscription term for a Product to this anniversary month.

License transfers. License transfers are not permitted, except that Customer may transfer only fully-paid perpetual licenses to (1) an Affiliate or (2) a third party, solely in connection with the transfer of hardware or employees to whom the licenses have been assigned to the third party as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer and its Affiliates must uninstall and discontinue using the licensed Product and render any copies unusable. The Licensing Manual describes the requirements for license transfers. Attempted license transfers that do not comply with this Agreement are void.

Applicable Law: This Agreement will be governed by and construed in accordance with the laws of Customer's state, without regard to conflict of laws principles. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

Academic Customer Affiliate Definition.

a. If Customer is a non-public entity, then, with regard to Customer, "Affiliate" means any Qualified Educational User (as defined in the applicable Microsoft Qualified Educational User Definition available at the Licensing Site) that Customer owns or controls, that owns or controls Customer, or that is under common ownership or control with Customer.

b. If Customer is a public entity, then, with regard to Customer, "Affiliate" means, any Qualified Educational User that is: (i) within the administrative control or supervision of Customer or (ii) expressly authorized by Customer to purchase as its affiliate.

For purposes of this definition, except with regard to hospitals, healthcare systems, and research laboratories (collectively, "Healthcare Institutions"), "ownership" means more than 50% ownership, and "control" means the right granted by law to exercise decision-making authority over the administrative, financial, and operational affairs of another. For Healthcare Institutions, "ownership" means that Customer is the sole owner of the Healthcare Institution, and "control" means that Customer is the only entity exercising control over the Healthcare Institution's day-to-day operations.

Academic Pricing.

In addition to the pricing terms above, Customer and its Affiliates may qualify for academic pricing. To qualify for academic pricing, Customer and its Affiliates must be Qualified Educational Users. Microsoft reserves the right to verify Customer's and its Affiliates' eligibility for academic pricing at any time and suspend the Agreement if the eligibility requirements are not met.

ATTACHMENT #20

School Acceptance Form

2451 Atrium Way
Nashville, TN 37214
Ph: +1-615-391-2533
Fax:

Dear School Administrator:

As an Area Representative, I am seeking your permission for the student described below to attend your high school in a full course of study. It is our policy to obtain written school acceptance prior to the student's arrival from a school that is duly recognized as an accredited educational institution and declared as such by the appropriate authority of the state in which such institution is located. Our organization is granted full listing by the CSIET and we are empowered to issue a DS-2019 to secure a J-1 Exchange Visitor Visa for this student. We thank you for your willingness to accept our international student and hope you have an enjoyable year.

AREA REPRESENTATIVE

Name: Joanne Carlyle

Address: 7 Signor Hill Road, Spencer, New York 14883

Telephone: +1 607 351 2617 Email: jcarlylehost@gmail.com

STUDENT

Name: Tilman Limpert Student ID #: 125

Country: Germany Program Attending: 26/27 AYP

Last Grade Completed in Home Country Upon Arrival: 10 Birth Date: 10/09/2009

HOST FAMILY

Name: Jeffrey Dahl and Meghan Dahl

Address: 116 Palm Avenue, Warren, Pennsylvania 16365

Telephone: +1 814 688 4036 Email: Jeffdahl8737@gmail.com

HIGH SCHOOL

Name: Warren Area High School

Address: 345 East 5th Avenue, Warren, Pennsylvania 16365

Telephone: +1 814 723 3370 Fax: +1 814 726 3126

Contact Name,Title:

Email:

Number of semesters our student will attend: 2 Eligible for graduation/receive diploma? [ ] Yes [X] No

Fall Semester Begins: Fall Semester Ends:

Spring Begins: Spring Semester Ends:

School Orientation Date, only if attendance is required:

Following School Year [Relevant for 12 month students]

Fall Begins: Fall Ends:

By signing below, I confirm that the above named student will be enrolled in a full course of study.

Signature of School Administrator Title Date (MM/dd/yyyy)

ATTACHMENT #21

Goodheart-Willcox Publisher

18604 West Creek Drive • Tinley Park, IL 60477-6243
Phone: 1.800.323.0440 Fax: 1.888.409.3900
www.g-w.com • custserv@g-w.com

QUOTE

Quote No.
#QT15015194
Quote Date
5/28/2026

Bill To
WARREN CO SCHOOL DISTRICT
6820 MARKET ST
RUSSELL PA 16345-3406
United States

Ship To
ELIZABETH KENT
WARREN CO SCHOOL DISTRICT
6820 MARKET ST
RUSSELL PA 16345-3406
United States

Customer Account No.	Date	Expires	Sales Rep	Shipping Method
0001636500	5/28/2026	10/31/2026	Megan Haislip Jarrett	FedEx Ground

Quantity	Item	List Price	Disc. %	Net Rate	Amount
4	**9781637768532 BDL EXPLORING LIFE CAREER TXT/WB(2023)** Bundle=print textbook + print workbook	$158.00	25%	$118.50	$474.00
136	**9781637761694 TXT EXPLORING LIFE CAREER (2023)** Print textbook	$133.28	25%	$99.96	$13,594.56
4	**9781637768167 OIR EXPLORING LIFE CAREER 6YR EMAIL(2023)** Online Instructor Resources (digital only, we do not offer print TE). Complimentary based on purchase qty.	$800.00	100%	$0.00	$0.00

Shipping Charges are good for 30 days from date of quote.

Free items available only with purchase of student items direct from Goodheart-Willcox.

Notes:

Subtotal	$14,068.56
Shipping Cost	$242.16
Estimated Tax Total	$0.00
Total	$14,310.72

Please send tax exemption certificates to taxcert@g-w.com.

BDL Bundle
BSK BrightSpace Packet
BSL BrightSpace License
CCL Common Cartridge License
CCK Common Cartridge Packet
CUR Curriculum Center
EBI Ebook Instructor
EBS Ebook Student
LM Lab Manual
OG Observation Guide
OIR Online Instructor Resource
OLS Online Learning Suite
OSC Online Student Center
OT Online Textbook
PP PowerPoint
RCD Instructor's Resource CD
SDG Software Design Guide
SG Study Guide
SHP Shop Manual
TAW Teacher's Annotated Workbook
TE Teacher's Edition
TSE Exam View Test Software
TXT Textbook
WB Workbook

QT15015194

ATTACHMENT #21

The Goodheart-Willcox Company, Inc.
Terms of Use

Date Effective: August 5, 2024

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE OR OUR SERVICES.

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT GOVERNS YOUR USE OF THIS WEBSITE AND ANY DIGITAL PRODUCT AND/OR SERVICE YOU MAY ACCESS OR PURCHASE THROUGH THIS SITE (INCLUDING, WITHOUT LIMITATION, ONLINE TEXTBOOKS, EBOOKS, INSTRUCTOR RESOURCES, AND DIGITAL MATERIALS). IF YOU ARE UNDER 18 YEARS OF AGE, PLEASE BE SURE TO READ THIS AGREEMENT WITH YOUR PARENTS OR GUARDIAN AND ASK QUESTIONS ABOUT THINGS YOU DO NOT UNDERSTAND. Users under the age of 18 need to have parental permission to purchase and self-register for services.

Our products and/or services generally are not intended for children under the age of 13, but in some instances, children under the age of 13 may be eligible users of certain products and/or services, such as in the school setting. If that is the case, the child's parent or legal guardian or school must assist the child in registering the product or service for use. Any information that may be needed for delivery of the product and/or service which may not be legally collected from a child under the age of 13 must be provided by the child's parent, legal guardian, or school with the consent of a parent or legal guardian, in each case as may be required by law. If you have reason to believe that we have collected personal information from someone under 13 years of age without having obtained the authorizations described above, please contact ciso@g-w.com (mailto:ciso@g-w.com)**.**

We encourage parents and teachers to spend time online with children and to monitor their online activities. Please protect your child's privacy by instructing them to never provide personal information via the internet without your permission.

Acceptance of these Terms of Use

Welcome to www.g-w.com (the "Website") owned and operated by The Goodheart-Willcox Company, Inc. ("Goodheart-Willcox", "G-W", "we", or "us"). In addition to www.g-w.com (/), the term "Website" shall also include any other websites, web pages, mobile applications, and mobile Websites operated by G-W. G-W also provides our customers the following "Services" either directly or through our technology partners: G-W Online Textbook Platform; Online Learning Suite ("OLS"); Online Instructor Resources ("OIR"); G-W EduHub Powered by D2L Brightspace; G-W EduHub LMS-Ready Content; G-W Assessment ("GWA"); G-W Ignite and G-W eCommerce. Our Services are generally performed for our customers who are educational institutions or directly for the benefit of students located in the United States.

These terms and conditions (together with any documents referred to in them, collectively these "Terms of Use") apply to you ("you" or "your" or "yours" meaning (i) a user of the Website or Services and, when the user of the Website or Services is a minor, their parent or legal guardian, and (ii) when the user of the Website or Services is authorized or provided access to use the service by a school or other institution or entity (each, a "school"), a teacher (a "teacher") or by a school district or state (each, a "district"), the terms "you" (and "your" and "yours") also include such school, teacher or district) and your use of the Website or Services including, without limitation, any content, functionality or services offered on or through the Website or Services, whether as a guest or as a registered user. By using the Website, or agreeing to allow us to perform Services for you or your educational institution, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy (available at https://www.g-w.com/privacy (/privacy)), which is incorporated as a part of these Terms of Use by this reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not use and immediately exit the Website and we will not be able to enter into an order with you to perform Services.

If your educational institution and G-W have a separate signed agreement(s), including a Quote, Data Processing Addendum and/or other agreement then such agreement(s) will control if there is a conflict between the terms of such agreements and the terms of this Terms of Use.

IMPORTANT NOTICE: These Terms of Use contain certain Disclaimers and Limitations on our Liability and a Binding Arbitration Clause and Class Action Waiver, which waives your right to sue in court or seek a jury trial for disputes relating to your use of the Website or Services. Please read these sections carefully. If You do not agree to such terms, please do not use the Website or Services.

Changes and Updates

We may revise and update these Terms of Use from time to time in our sole discretion. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you. All changes to these Terms of Use are effective immediately when posted by us, and if we make material changes, we will change the effective date of these Terms of Use, and we will let you know by displaying a short banner message on certain web pages for a set amount of time. Your continued use of the Website or our Services following the posting of any revised Terms of Use means that you accept and agree to all such changes. These Terms of Use may not be modified, amended, or changed by you in any manner.

Accessing the Website, Subscription Services, and Account Security

- By using this Website or Services, you represent and warrant that (i) you are of legal age to form a binding contract with G-W, (ii) as a school, district or teacher, you have obtained all parental consents and permissions and have provided all necessary parental notices in connection with the Service required by federal, state, and local law (and all regulations and rules thereunder), including without limitation the Children's Online Privacy Protection Act and the Family Educational Rights and Privacy Act; and if you are a Teacher providing a student with access to use the Service, you further hereby represent and warrant that you are acting as an authorized agent of the student's School or District, (iii) as a parent or legal guardian of a minor, you will be responsible for all uses of the Service by that minor and (iv) you will not use the Website or Services for any unlawful purpose or in violation of any law or these Terms of Use or for any purpose not expressly permitted in these Terms of Use.

- We reserve the right to withdraw or amend this Website or our Services in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website or Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website or Services, or the entire Website or Services, to users, including registered users.

- We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated or failed to comply with any provision of these Terms of Use.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website and Services.

- Ensuring that all registration details or other Personally Identifiable Information that you provide on the Website or for the Services is correct, current, and complete.
- Understanding the actions we take with respect to your Personally Identifiable Information as described in our Privacy Policy.
- For classroom subscriptions, maintaining the confidentiality of any usernames, passwords, or other piece of information provided to you as part of our security procedures. You are responsible that access is only provided up to the number of seat licenses purchased.
- For individual subscriptions, not providing any other person with access to this Website, Services or portions of either of them using your username, password, or other Personally Identifiable Information.
- Notifying us immediately of any unauthorized access to or use of your username or password or any other breach of security.
- Ensuring that you exit from your account at the end of each session, and using caution when accessing your account from a public or shared device so that others are not able to view or record your password or other Personal Information.

Intellectual Property Rights

The Website, Services and their respective contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by G-W, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and/or other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website and Services for your personal, non-commercial use only. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website or Services, except that Subject to your compliance with these Terms of Uses and any use restrictions specified in the applicable Purchase Order or other applicable terms, and during the term of the applicable Services, you may

- You may store copies of such materials temporarily in RAM;
- You may store files that are automatically cached by your Web browser for display enhancement purposes;

- You may print no more than 20% of the pages of the Website or Services for your personal, non-commercial use and not for further reproduction, publication or distribution;
- if we provide desktop, mobile or other applications for download, you may download a single copy solely for your own personal, non-commercial use, provided you agree to be bound by any end user license agreement that may be separately provided for such applications; and
- Services may contain digital materials that are presented to you in a modifiable format, in which case your modification of the digital materials is expressly and clearly permitted ("Modifiable Content") (e.g., Lesson Plans in a DOCX file type, PowerPoint presentation in PPTX file format, Quiz item in a QTI file format, Excel spreadsheets in XLS format); provided, however, Modifiable Content must remain protected and not be published to the general public and be only provided in a controlled environment. (e.g., closed network access, controlled online course, password protected site).
- Teachers may incorporate G-W digital materials (including your modifications and derivative works of Modifiable Content) in the following ways:
    - in a classroom provided as a printed handout (so long as they are provided without charge and limited in the number of copies),
    - in online classrooms or courses (provided access to the digital materials is password protected and limited to matriculated students enrolled in your class).
    - in-class displays (e.g., via projector, whiteboard, or monitor)
    - class outlines or lessons, and
    - non-fee based assessments, in each case associated with a course of study (i.e., a class) for which the G-W text included in the specified Purchase Order ("Title") has been adopted and is concurrently being used ("Course").

Subject to the foregoing, you **may not:**

- modify copies of any materials from this Website or Services;
- use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text;

- delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Website or Services;
- reproduce, sell or exploit for any commercial purposes any part of the Website, Services, access to the Website or Services, or use of the Website or any Services or materials available through the Website or Services;
- modify, copy, publish, display, transmit, adapt or in any way exploit the content of the Website or Services;
- use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, data mining techniques or other automated devices or programs) to catalog, download or otherwise reproduce, store or distribute content available on the Website or Services;
- utilize any type of artificial intelligence (A.I.) technology (including without limitation, Large Language Models (L.L.M.) such as ChatGPT, Google's Gemini or other natural language A.I. chatbox) in connection with Website content or other G-W content without the express written permission from G-W. This prohibition includes, for example, generating content using A.I. technology, or ingesting or using all or any portion of the Website content or other G-W content, with or into any A.I. technology for any purpose, including, for example, to develop, train, test, or improve any A.I. or machine learning technologies algorithms or models;
- delete or revise any material on the Website or Services;
- take any action to interfere with, or disrupt, the Website or Services, circumvent security measures or attempt to exceed the limited authorization and access granted to you under these Terms of Use; and
- decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Website or Services;
- Post any G-W content to a publicly accessible website.

No right, title or interest in or to the Website or Services or any content on the Website or Services is transferred to you, and all rights not expressly granted are reserved by G-W.

Any use of the Website or Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website or Services in breach of the Terms of Use, your right to use the Website and Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

If you wish to make any use of material on the Website or Services other than that set out in this section, please address your request to: ciso@g-w.com.

Trademarks

The G-W name, logo and all related names, logos, product and service names, designs and slogans are trademarks of G-W or its affiliates or licensors. You must not use such marks without our prior written permission in each instance. All other names, logos, product and service names, designs and slogans on this Website or Services are the trademarks of their respective owners.

Prohibited Uses

You may use the Website and Services only for lawful purposes and in accordance with these Terms of Use.

Without limiting the forgoing, you agree not to use the Website or the Services:

- in any way that violates any applicable federal, state, local or other law or regulation including, without limitation, any laws regarding the export of data or software to and from the United States or other countries;
- for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for Personally Identifiable Information or otherwise;
- to send, knowingly, download, use or re-use any material which does not comply with these Terms of Use;
- to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation;
- to impersonate or attempt to impersonate G-W or any G-W employee, another user, or person or entity including, without limitation, the use of email addresses associated with any of the foregoing;
- to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website or Services, or which, as determined by us, may harm G-W or users of the Website or Services or expose them to liability;

- use the Website or Services for any fraudulent or unlawful purpose; and
- use the communication systems provided by or contacts made on the Website or Services for any commercial solicitation purposes.

Additionally, you agree **not to:**

- use the Website or Services in any manner that could disable, overburden, damage, or impair the Website or Services or interfere with any other party's use of the Website or Services, including their ability to engage in real time activities through the Website or Services;
- use any robot, spider or other automatic device, process or means to access the Website or Services for any purpose, including to monitor or copy any of the material on the Website or Services;
- use any manual process to monitor or copy any of the material on the Website or Services or for any other unauthorized purpose without our prior written consent;
- use any device, software or routine that interferes with the proper working of the Website or Services;
- introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website or Services, the server on which the Website or Services is stored, or any server, computer or database connected to the Website or Services;
- attack the Website or Services via a denial-of-service attack or a distributed denial-of-service attack;
- use artificial intelligence or machine learning services or contenting a manner that degrades the performance or disrupts the normal Website or Service functions;
- use the Website to engage in cyber warfare activities through the use an AI tool or service or otherwise;
- solicits funds or that advertise or solicit goods or services;
- make or share any stock touts;
- advertise or recruit for an available job position or to solicit an individual for an available job position; and

- otherwise attempt to interfere with the proper working of the Website or Services.

User Contributions

The Website or Services may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website or Services. G-W also uses other social media platforms (e.g. LinkedIn, Facebook, Twitter) to interact with and provide information to users, which is subject to the Content Standards of this policy.

You must register in accordance with instructions that you will find on the Website or Services in order to use or contribute to any Interactive Services and you must comply with the Content Standards set forth in these Terms and Conditions. If functionality of the Website or Services permits, you may create and save bookmarks, highlights and annotations to content on the site.

Any User Contribution you post to the Website or Services will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website or Services, and subject to our Privacy Policy, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns; and
- all your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not G-W, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

G-W is not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website or Services.

Monitoring and Enforcement; Termination

We have the right to:

- remove or refuse to post any User Contributions for any or no reason in our sole discretion;
- take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or Services or the public or could create liability for G-W;
- disclose your identity or other Personally Identifiable Information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or Services; and
- terminate your access to all or part of the Website or Services for any or no reason, including without limitation, any violation of these Terms of Use.

We do not undertake to review material before it is posted on the Website or Services and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other Personally Identifiable Information of anyone posting any materials on or through the Website or Services. YOU WAIVE AND HOLD HARMLESS G-W AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY G-W AND ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER G-W OR SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Content Standards

This is a professional Website or Services, so please act professionally. These "Content Standards" apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
- violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may conflict with these Terms of Use or our Privacy Policy;
- be likely to deceive any person;
- promote any illegal activity, or advocate, promote, or assist any unlawful act;
- cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
- impersonate any person or misrepresent your identity or affiliation with any person or organization;
- distribute viruses, malware, or any other destructive or malicious code, post content that damages networks, servers, or other infrastructure of G-W;
- involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; and
- give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Personally Identifiable Information About You and Your Visits to the Website or Services

All Personally Identifiable Information we collect on this Website or Services is subject to our Privacy Policy. By using the Website or Services, you consent to all actions taken by us with respect to your Personally Identifiable Information in compliance with the Privacy Policy.

Registration

In order to access certain services on the Website or Services, purchase services, or download certain content, you will be required to provide specific Personally Identifiable Information. All Personally Identifiable Information about you must be truthful, and you may not use any aliases or other means to mask your identity. Screen names or IDs may not be offensive, deceptive or violate any other party's rights. Any access codes or passwords provided should always be safeguarded. You are responsible for the security of your access codes and passwords and will be solely liable for any use or unauthorized use under such access codes or passwords. All Personally Identifiable Information that you submit during the registration process, or otherwise during your use of the Website or Services, will only be used in accordance with our Privacy Policy.

We may, at our discretion, suspend or terminate the registration of any user who violates any of these Terms of Use of use or for any other behavior that we in our discretion believe is inappropriate.

Copyright & Compensation

You warrant that you own or otherwise control all the rights to the content you have posted and that the public posting and use of such content by us will not infringe the rights of any third party.

You are not entitled to any compensation for any materials you post on the Website or Services.

Subject to Review

The information presented on or through the Website or Services is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website or Services, or by anyone who may be informed of any of its contents. In particular, any medical content is provided for educational and informational purposes only and does not constitute providing medical advice or professional services. The information provided should not be used for diagnosing or treating a health problem or disease, and those seeking personal medical advice should consult with a licensed physician or other qualified health provider regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Website or Services.

The Website or Services may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of G-W.

We are not responsible or liable to you or any third party for the content or accuracy of any materials provided on the Website or Services. Users remain solely responsible for the content of their messages. We retain the right, but not the obligation, to reject, modify or remove messages that we consider unacceptable or that violate these Terms of Use or our other policies.

G-W's Limited Liability

We are not responsible for material appearing on the Website or Services. We are not responsible for screening material posted by users for libel, obscenity, invasion of privacy, copyright or trademark infringement, accuracy, or for any other reason including, but not limited to, those prohibited contributions described above. We retain, however, the right to reject, modify or remove messages or other material that we, in our sole discretion, consider infringing, offensive, abusive, defamatory, obscene, stale, or otherwise unacceptable or that violate our policies, these Terms of Use or any other agreements between the user and us. We also reserve the right to edit materials for any other reason. Whether or not we modify or remove such material, users remain solely responsible for the content of their messages, postings, resumes or other material.

We do not assume any obligation to remove any messages, postings, resumes or other material and disclaim any liability for failing to take such action.

Please remember that there are risks in dealing with others that you meet during your use of the Website or Services, including but not limited to the risk of physical harm, of dealing with strangers, foreign nationals, underage persons or people acting under false pretenses. You assume all risks associated with dealing with other users with whom you come in contact through the Website or Services. By its very nature, other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. We expect that you will use caution and common sense when using the Website or Services.

Because user authentication on the internet is difficult, we cannot and do not confirm that each user of the Website or Services is who they claim to be. We do not and cannot be involved in user-to-user dealings or control the behavior of participants on the Website or Services. If you have a dispute with one or more users, you release G-W (and our agents, officers, directors, and employees) from claims, demands and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Disclaimer of Warranties

You are responsible for implementing sufficient procedures and checkpoints to satisfy your requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, G-W WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE OR SERVICES LINKED TO IT.

THE WEBSITE OR SERVICES, ITS CONTENTS AND MATERIALS AND ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE OR SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PROVIDED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER WE NOR ANY OF OUR LICENSORS OR SUPPLIERS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES, PRODUCTS OR MATERIALS IN THIS WEBSITE OR SERVICES IN TERMS OF THEIR COMPLETENESS, ACCURACY, RELIABILITY, OR OTHERWISE, OR THAT ANY SERVER THAT MAKES THE WEBSITE OR SERVICES AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL G-W, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE OR SERVICES, ANY WEBSITE OR SERVICESS LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SERVICES OR SUCH OTHER WEBSITE OR SERVICESS, INCLUDING ANY DIRECT,

INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

G-W'S MAXIMUM LIABILITY FOR ANY DAMAGES, DIRECT OR INDIRECT, ARISING OUT OF OR IN CONNECTION WITH THE SITE OR YOUR USE OF MATERIALS ON THE SITE, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED $200.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Links

You may link to our Website homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent. Permission must be granted by us for any other type of link to the Website. To seek our permission, you may write to: ciso@g-w.com

We reserve the right, however, to rescind any permission granted by us to link through a plain-text link or any other type of link, and to require termination of any such link to the Website, at our discretion at any time.

This Website or Services may provide certain social media features that enable you to:

- link from your own or certain third-party websites to certain content on this Website or Services;
- send emails or other communications with certain content, or links to certain content, on this Website or Services; and
- cause limited portions of content on this Website or Services to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features.

You must not:

- establish a link from any website that is not owned by you;

- cause the Website or Services or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other website;
- link to any part of the Website or Services other than the homepage; and
- otherwise take any action with respect to the materials on this Website or Services that is inconsistent with any other provision of these Terms of Use.

These Terms of Use apply only to the Website or Services, and not to the websites of any other companies or organizations, including those to which the Website or Services may link. However, the website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

We are not responsible for the availability of any other website to which the Website links. We do not endorse or take responsibility for the contents, advertising, products or other materials made available through any other website. Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, goods or services available on any other website. You should direct any concerns to that website’s administrator or webmaster.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website or Services

If the Website or Services contains links to other websites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website or Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Digital Millennium Copyright Act ("DMCA") Notice

Materials may be made available via the Website or Services by third parties not within our control. We are under no obligation to, and do not, scan content used in connection with the Website or Services for the inclusion of illegal or impermissible content. However, we respect the copyright interests of others. It is our policy not to permit materials known by us to infringe another party’s copyright to remain on the Website or Services.

If you believe any materials on the Website or Services infringe a copyright, you should provide us with written notice that at a minimum contains:

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online Website or Services are covered by a single notification, a representative list of such works at that Website or Services;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All DMCA notices should be sent to ciso@g-w.com.

Indemnification

You agree to defend, indemnify and hold harmless G-W, its affiliates, licensors, service providers and each of their respective officers, directors, members, managers, employees, contractors, attorneys and other agents and their respective successors and assigns ("Indemnified Parties") from and against any and all claims, damages, obligations, losses, liabilities, judgments, awards, costs, fees and expenses (including but not limited to reasonable attorneys’ fees) arising out of or relating to your violation or breach of these Terms of Use of the Website or Services, including, but not limited to, your User Contributions, any use of the Website or Services’s content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website or Services.

Geographic Restrictions

We control and operate this Website or Services from our offices in the State of Illinois, United States of America. We do not represent that materials on the Website or Services are appropriate or available for use or are assessable in any other locations. Access to the Website or Services may not be legal by certain persons or in certain countries. Persons who choose to access this Website or Services from other locations do so on their own initiative and are responsible for compliance with local laws.

Governing Law and Jurisdiction

All matters relating to the Website or Services or these Terms of Use and any dispute or claim arising therefrom or related thereto shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to any principles of conflicts of law.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website or Services shall be instituted exclusively in the federal courts of the United States District Court for the Northern District of Illinois, or the courts of the State of Illinois, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant jurisdiction. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts.

Waiver and Severability

No waiver of by G-W of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of G-W to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE OR SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Arbitration

THE FOLLOWING TERMS TO WHICH YOU ARE CONSENTING CONSIST OF A BINDING ARBITRATION PROVISION AND A CLASS-ACTION AND JURY TRIAL WAIVER.

To the fullest extent permitted by law, by using the Website or Services, you agree that if a dispute arises between you and one or more of the Indemnified Parties relating in any way to the Website or Services or your use thereof, including common law or statutory claims, BOTH YOU AND THE INDEMNIFIED PARTIES SHALL SUBMIT TO BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION. ANY ARBITRATION COMMENCED BETWEEN YOU AND THE INDEMNIFIED PARTIES MUST BE ARBITRATED IN CHICAGO, ILLINOIS. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR THE INDEMNIFIED PARTIES MAY JOIN CLAIMS IN ARBITRATION WITH OR AGAINST OTHER USERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS. YOU UNDERSTAND THAT BY AGREEING TO ARBITRATION YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE IN COURT, THE RIGHT TO HAVE THE DISPUTE DECIDED BY A JUDGE OR JURY, AND THE RIGHT TO BRING, OR BE PART OF, A CLASS ACTION CASE. The foregoing shall not apply to suits to enjoin infringement or other misuse of intellectual property rights, and you or the Indemnified Parties may bring suit in court to enjoin infringement or other misuse of intellectual property rights. Any such suit shall be adjudicated by a state or federal court located in Chicago, Illinois, and you hereby consent to jurisdiction in such courts for such suits.

RULES FOR THE AMERICAN ARBITRATION ASSOCIATION ARE AVAILABLE AT: https://www.adr.org.

Entire Agreement

These Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and us with respect to the Website or Services, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect thereto. You may not assign this Agreement without G-W's prior written consent. These Terms of Use shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

Order Form

This Order Form is between the two parties listed in the table below: Turnitin ("we" or "us") and Warren County School District ("Customer" or "you" or "your"). It forms part of the Master Registration Agreement (MRA), or other applicable agreement identified herein and covers the services being provided ("Agreement").
This Order Form becomes effective on the date it's signed by both parties. Any terms used here that aren't defined will follow the meanings in the Agreement. If anything in this Order Form conflicts with the Agreement, the terms in this Order Form will take priority.

Turnitin, LLC

2101 Webster Street
Suite 1900
Oakland CA 94612
United States

Order Form No: Q-917782-3
Date: 28-Apr-2026
Expires On: 31-Jul-2026

Order form for **Warren County School District**
Proposed by Mallory Reese
Email: mreese@turnitin.com
Phone:

Customer Information	
Billing Account: Warren County School District	
Billing Street: 6820 Market Street	Primary Contact: Jeanette Walter
Billing City: Russell	Primary Contact Email: walterj@wcsdpa.org
Billing State/Province: PA	
Billing Zip/Postal Code: 16345	Billing Contact: John Sonrk
Billing Country: United States	Email: johnsonrk@wcsdpa.org
Tax ID: ValidCert	

Products and Services

By using Turnitin products and services, you agree that your use is governed by the terms of the Master Registration Agreement: turnitin.com/mra

Term and Termination

Term. The term of each Product or Service provided hereunder is specified in the Services and Fees table below.

Product Name	License Type	Service Start Date	Service End Date	Quantity	Amount
Turnitin Feedback Studio Integrity Essentials	Enterprise	14-Jul-2026	13-Jul-2027	1	USD 14,832.00
				Net Total:	USD 14,832.00
				Gross Total:	USD 14,832.00

Product Descriptions

Turnitin Feedback Studio Integrity Essentials	Turnitin Feedback Studio Integrity Essentials enables educators to identify when likely instances of plagiarism, AI-generated content, or other forms of academic misconduct are present in student writing. Grading tools deliver actionable feedback, helping students to learn and improve efficiently.

Invoices and Payment Terms

1. Invoices. You agree to pay the full amount shown on each invoice within Net 30 days of receiving it. If payment isn't received by then, we may charge a monthly late fee of 2% of the invoice total. Late fees will not exceed either 10% of the total due or the maximum amount allowed by law—whichever is lower.
Your selected billing method is Service Start: the invoice will be issued in full on the first day of service.
2. Taxes. Prices do not include any indirect taxes (like VAT or sales tax), unless legally required to do so. If we are required to collect such taxes, we will add them to your invoice. If you are exempt from these taxes, a valid exemption certificate or direct payment permit can be submitted to **ar@turnitin.com** to avoid being charged, unless you have already done so.
3. Purchase Order Instructions. If a purchase Order (PO) is required for payment, please ensure:
    1. It is made out to Turnitin, LLC
    2. It includes your customer name and address
    3. The amount matches the amount due in the order form
    4. A signed Order Form is submitted along with the PO. We are unable to process the PO alone

Send both the PO and signed Order Form to your Turnitin representative.

Signed Order Form Instructions

Please check the details at the top of page one. If any of them are blank or incorrect please amend below.	
Billing Address	
Billing Contact	
Billing Email (General billing email preferred)	
Tax ID Number	

Signature Section

IN WITNESS WHEREOF, the parties have executed this Order Form as of the Order Form Effective Date:

Customer	Turnitin
Warren County School District	Turnitin, LLC
Signature	Signature
Printed Name	Printed Name
Printed Title	Printed Title
Date	Date

ATTEST: ______________________________
Taylor M. Trisket, Board Secretary

AMENDMENT

THIS AMENDMENT ("Amendment") to the PAETEP Agreement is made and entered into as of_____________, 20__, by and between Tyler Edulink, LLC. ("Tyler Edulink") and **Warren County School District** (the "District").

RECITALS:

WHEREAS, Tyler Edulink and the District are parties to that certain Agreement dated as of __________ __, 20__, (as amended, restated, supplemented or modified from time to time (the "Agreement"), pursuant to which Tyler Edulink licenses to the District certain teacher evaluation software more specifically described in the Agreement; and

WHEREAS, the parties desire to amend the Agreement to include additional Tyler Edulink Modules and/or Licenses to the software currently licensed to the District; and

WHEREAS, capitalized terms not herein defined shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, rights and obligations set forth in this Amendment, the benefits to be derived therefrom, and other good and valuable consideration, and intending to be legally bound hereby, the parties agree as follows:

1. The Agreement is hereby amended to add the following Tyler Edulink Module(s) and/or Licenses including the terms and conditions applicable to the use thereof:

2. The Annual Licensing Fee section shall be amended to include:

Annual Licensing Fee for Custom Forms Module:	**$2,620**
Total:	**$2,620**

The annual licensing fee covers the then current school year. Fees for any Subsequent Year Terms shall be Tyler Edulink's then-current yearly license fees.

3. If any provision contained herein expressly conflicts with the terms of the Agreement, the provisions contained in this Amendment shall supersede and control the provisions of the Agreement.

4. This Amendment may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. Signatures on this Amendment transmitted by facsimile or electronic mail shall be deemed to be original signatures for all purposes of this Amendment.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment as of the date first above written.

District

Signature: __________________________

Name Printed: _________________________

Title: _________________________

Email Address: __________________________

Address:_________________________________

City: ___________________ State: ______ Zip: ____________

Tyler Edulink

Signature: __________________________

Name Printed: __________________________

Title: __________________________

ATTEST: _______________________________________
Taylor M. Trisket, Board Secretary

ATTACHMENT #25

getmoremath!

Get More Math Annual License Subscription

Get More Math provides cumulative spiral review sessions that are uniquely tailored to meet each student's individual needs. **Get More Math's** practice sessions support long-term retention of previously learned concepts while students achieve mastery of new skills.

Quote Number	00028299	Account Name	Warren County School District
Quote Expiration Date	9/30/2026	Contact Name	Anna Joncas
Prepared By	Tara Crebs	Billing Address	6820 Market Street Russell, Pennsylvania 16345 United States
Email	tcrebs@getmoremath.com		

School	Product	Quantity	Vol Disc	Site Disc	Cert Disc	MultiYear PrePd Disc	Savings	Total price
Warren County School District	2026/27 GMM Onsite Training	1	0%	0%	0%	5%	$2,500.00	$500.00
Beaty-Warren Middle School	2026/27 Student Licenses	460	10%	0%	0%	5%	$1,242.00	$7,038.00
Eisenhower Middle-High School	2026/27 Student Licenses	239	10%	0%	0%	5%	$645.30	$3,656.70
Sheffield Area Elementary/Middle School	2026/27 Student Licenses	89	10%	0%	0%	5%	$240.30	$1,361.70
Warren Area High School	2026/27 Student Licenses	172	10%	0%	0%	5%	$464.40	$2,631.60
Youngsville Elementary Middle School	2026/27 Student Licenses	137	10%	0%	0%	5%	$369.90	$2,096.10
Warren County School District	2027/28 GMM Onsite Training	1	0%	0%	0%	5%	$2,500.00	$500.00
Beaty-Warren Middle School	2027/28 Student Licenses	460	10%	0%	0%	5%	$1,242.00	$7,038.00
Eisenhower Middle-High School	2027/28 Student Licenses	239	10%	0%	0%	5%	$645.30	$3,656.70
Sheffield Area Elementary/Middle School	2027/28 Student Licenses	89	10%	0%	0%	5%	$240.30	$1,361.70
Warren Area High School	2027/28 Student Licenses	172	10%	0%	0%	5%	$464.40	$2,631.60
Youngsville Elementary Middle School	2027/28 Student Licenses	137	10%	0%	0%	5%	$369.90	$2,096.10
Warren County School District	2028/29 GMM Onsite Training	1	0%	0%	0%	5%	$2,500.00	$500.00
Beaty-Warren Middle School	2028/29 Student Licenses	460	10%	0%	0%	5%	$1,242.00	$7,038.00
Eisenhower Middle-High School	2028/29 Student Licenses	239	10%	0%	0%	5%	$645.30	$3,656.70
Sheffield Area Elementary/Middle School	2028/29 Student Licenses	89	10%	0%	0%	5%	$240.30	$1,361.70
Warren Area High School	2028/29 Student Licenses	172	10%	0%	0%	5%	$464.40	$2,631.60
Youngsville Elementary Middle	2028/29 Student							

getmoremath!

Get More Math Annual License Subscription

Get More Math provides cumulative spiral review sessions that are uniquely tailored to meet each student's individual needs. **Get More Math's** practice sessions support long-term retention of previously learned concepts while students achieve mastery of new skills.

School	Licenses	137	10%	0%	0%	5%	$369.90	$2,096.10
Warren County School District	2029/30 GMM Onsite Training	1	0%	0%	0%	5%	$2,500.00	$500.00
Beaty-Warren Middle School	2029/30 Student Licenses	460	10%	0%	0%	5%	$1,242.00	$7,038.00
Eisenhower Middle-High School	2029/30 Student Licenses	239	10%	0%	0%	5%	$645.30	$3,656.70
Sheffield Area Elementary/Middle School	2029/30 Student Licenses	89	10%	0%	0%	5%	$240.30	$1,361.70
Warren Area High School	2029/30 Student Licenses	172	10%	0%	0%	5%	$464.40	$2,631.60
Youngsville Elementary Middle School	2029/30 Student Licenses	137	10%	0%	0%	5%	$369.90	$2,096.10
Warren County School District	2030/31 GMM Onsite Training	1	0%	0%	0%	5%	$2,500.00	$500.00
Beaty-Warren Middle School	2030/31 Student Licenses	460	10%	0%	0%	5%	$1,242.00	$7,038.00
Eisenhower Middle-High School	2030/31 Student Licenses	239	10%	0%	0%	5%	$645.30	$3,656.70
Sheffield Area Elementary/Middle School	2030/31 Student Licenses	89	10%	0%	0%	5%	$240.30	$1,361.70
Warren Area High School	2030/31 Student Licenses	172	10%	0%	0%	5%	$464.40	$2,631.60
Youngsville Elementary Middle School	2030/31 Student Licenses	137	10%	0%	0%	5%	$369.90	$2,096.10

Total price $86,420.50

Additional Notes

5-year pre-paid count license: Provides access for students as indicated on each campus. Must be paid in full at time of agreement.

Onsite trainings deeply discounted to encourage best practices for staff.
26/27 Onsite training is tentatively scheduled for 10/12/26.

CONFIRM RECEIPT: Please reply and confirm the receipt of this quote.

Please contact account manager, Tara Crebs at tcrebs@getmoremath.com or 570-971-3018 with any questions or adjustments.

Annual Student License Subscription Summary

PURCHASE INSTRUCTIONS: Send your order to orders@getmoremath.com. An invoice will be sent upon receipt. Orders may also be faxed to (209) 379-6901. Payment or Purchase Order is due prior to start of service. Fees shown above do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

PLEASE INCLUDE THE NAME AND EMAIL OF YOUR ACCOUNTS PAYABLE REPRESENTATIVE ON YOUR PURCHASE ORDER

Get More Math Annual License Subscription

Get More Math provides cumulative spiral review sessions that are uniquely tailored to meet each student's individual needs. **Get More Math's** practice sessions support long-term retention of previously learned concepts while students achieve mastery of new skills.

TRAINING: Customized Online Training Sessions are available at a rate of $250 per hour. Onsite training is available with varied pricing due to location and required travel. Onsite training typically ranges from $1,000 - $3,000.

ANNUAL PRICING AND DISCOUNTS: Any quotes provided for annual pricing are only valid for the cited year. Organizations should expect pricing and product offerings and features to change each year. Non-utilization of Licenses shall not result in a refund or discount. Currently, the GMM standard list price is $18.00 per student.

The following volume discounts can be applied to the per student per year price: 500 - 999 = 5% Discount, 1,000 - 1499 = 10%, 1,500 - 1999 = 15%, 2,000 - 2999 = 20%, 3,000 - 4999 = 22%, 5,000 - 6999 = 24%, 7,000 - 9999 =26%, 10,000 - 29,999 = 28%, 30,000 and more = 30%. All schools purchasing a site license of any size will receive a 5% site license discount. GMM offers an additional 5% certification discount to any campus with an up-to-date certification status at the time of ordering. Discounts apply to all licenses. GMM has the right to audit usage at any time. Licenses are subject to review when significant enrollment changes occur, or district merging occurs. Licenses may not be transferred to another school organization.

MULTI-YEAR LICENSES: A multi-year purchase that is prepaid in full by the contract start date will receive an additional 5% discount. A multi-year purchase that is billed annually will receive fixed per-student license pricing for the duration of the term noted in the executed agreement.

STUDENT LICENSE: A License is a single named account allocated to an individual student. Licenses may not be transferred to another school organization. **Licenses expire at the end of each academic year (July 31 in North America)** and can be renewed on a year-by-year basis.

**UNLIMITED SITE LICENSES: If your purchase includes a site license, it allows for unlimited use by teachers and students without needing to count or manage individual student licenses. Site license pricing is based on current student enrollment. Students in grades K-2, and 12 are not factored into pricing Get More Math retains the right to audit usage to ensure compliance and usage is limited to the specific schools.

LICENSE ACTIVATION: Licenses are counted as Activated for any student that logs in and completes a math problem. A License that has been Activated for a student cannot be used by any other student for the remainder of the year. To account for transient students and teacher sample accounts, GMM allows for an overage of 10% of the purchased Licenses.

CUSTOM SCOPE AND SEQUENCE ALIGNMENT: An individualized built-to-order collection of skills, assignments, and assessments will be created to complement your school's existing curriculum ($1000 per grade level). **Please note: some content gaps may exist as no new skills will be created for this custom alignment. This is not a curriculum, and no lessons will be provided.**

ADDITIONAL TERMS: https://www.getmoremath.com/terms
PRIVACY: https://www.getmoremath.com/privacy

Get More Math, P.O. Box 5045 Sonora, CA 95370 US Phone (209) 288-5550 Fax (209) 379-6901

ATTACHMENT #26

RENEWAL QUOTE

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

QUOTE # 1553665-3
DATE: JUNE 22, 2026

TO:
Lynn Shultz
Warren County School District
6820 MARKET ST
RUSSELL, PA 16345

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Amilia Yun	A22-3627919	July 2, 2026 - July 2, 2029	July 22, 2026

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license (Grades K-12) Subjects: IXL Complete (Math, ELA, Science, and Social studies)	2400	$70.50	$169,200.00
		Total Price	$169,200.00

SERVICES	QUANTITY	LIST UNIT PRICE	NET PRICE
LevelUp for Success - Virtual for up to 200 teachers	1	$1,995.00	$1,995.00
		Total Price	$1,995.00

TOTALS	
Total Subscriptions List Price	$169,200.00
Total Services List Price	$1,995.00
Grand Total	$171,195.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to https://www.ixl.com/po-upload and enter quote # 1553665-3. Paying over $5,000 via credit card will result in a 3% fee. For international accounts, we can accept wire transfers for an additional fee.

SALES CONTRACT

CONTRACT #1553665-3

June 22, 2026

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

CUSTOMER
Lynn Shultz
Warren County School District
6820 MARKET ST
RUSSELL, PA 16345

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Amilia Yun	**A22-3627919**	**1553665-3**	**July 2, 2026 - July 2, 2029**

PAYMENT PLAN

Amount	Invoice date
$171,195	**July 16, 2026**
TOTAL	**$171,195**

Price valid until July 22, 2026

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

Acknowledged and agreed to:

AUTHORIZED SIGNATURE **DATE**

Robert Cook, President, Board of School Directors

DATE

Taylor Trisket, Secretary, Board of School Directors

TERMS AND CONDITIONS OF SALE

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

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

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

   All checks should be mailed to:
   IXL Learning
   777 Mariners Island Blvd., Suite 600
   San Mateo, CA 94404

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

   Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.
3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

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

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

   If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.
5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
   a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
   b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

ATTACHMENT #27

Curriculum Associates

Quote ID: 465028.2 Date: 6/8/2026 Quote Valid through: 12/31/2026

Prepared For:
Lynn Shultz
Warren Co SD
6820 Market St,
Russell, PA 16345
shultzl@wcsdpa.org
8147236900

Your Representative:
OPEN - PA West
(814) 431-4422
niskra@cainc.com

Educator Resources

Product Name	Item #	Qty	List Price	Net Price	Total
Math Classroom Manipulative Kit Grade K	41156.0	8	$469.41	$399.00	$3,192.00
Math Student Manipulative Kit Grade K	41413.0	90	$41.18	$35.00	$3,150.00
Math Classroom Manipulative Kit Grade 1	41157.0	8	$587.06	$499.00	$3,992.00
Math Student Manipulative Kit Grade 1	41414.0	124	$41.18	$35.00	$4,340.00
Math Classroom Manipulative Kit Grade 2 (2 Boxes)	41483.0	8	$704.71	$599.00	$4,792.00
Math Student Manipulative Kit Grade 2	41417.0	169	$29.41	$25.00	$4,225.00
Math Classroom Manipulative Kit Grade 3 (2 Boxes)	41484.0	7	$704.71	$599.00	$4,193.00
Math Student Manipulative Kit Grade 3	41418.0	163	$29.41	$25.00	$4,075.00
Math Classroom Manipulative Kit Grade 4 (2 Boxes)	41485.0	8	$704.71	$599.00	$4,792.00
Math Student Manipulative Kit Grade 4	41419.0	202	$41.18	$35.00	$7,070.00
Math Classroom Manipulative Kit Grade 5 (2 Boxes)	41486.0	3	$704.71	$599.00	$1,797.00
Math Student Manipulative Kit Grade 5	41420.0	125	$29.41	$25.00	$3,125.00
				Educator Resources Subtotal:	$48,743.00

Total

List Total:	$57,345.47
Savings:	$8,602.47
Merchandise Total:	$48,743.00
Voucher/Credit:	$0.00
Estimated Tax:	$0.00
Estimated Shipping:	$4,386.87
Total:	**$53,129.87**

Special Notes

F.O.B.: N. Billerica, MA 01862
Shipping: Shipping based on MDSE total
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

Please submit this quote with your purchase order

N1

Submitting Your Order

Placing an order is easy! Simply refer to the guide below when preparing your Purchase Order.

Submit Your Purchase Order and Corresponding Quote To: orders@cainc.com
Need Help Placing an Order? Contact: **orders@cainc.com** or **1 (800) 225-0248**

1. Purchase Order Number and Date

2. Bill-To or Invoice-To Name and Address

3. Ship-To Name and Address

4. Items and Quantities
Does your quote include a "for budgeting" note? Ensure all items and quantities are final.

5. Subtotals for Merchandise, Freight, Tax, and the Purchase Order Grand Total
A current tax-exempt certificate must be on file to honor exemption status.

6. Quote Number
Quote total and Purchase Order total must match.

7. Delivery Window
Must be at least seven to 10 days

8. Delivery Instructions
For example, please indicate weekdays and times the location is open for deliveries.

9. Signature of Authorized Official
If required by your administration

1 **Purchase Order**

Pleasant Meadows
Regional School District

Purchase Order: 312773
Date: 7/1/2025

2 **Bill To:**
Pleasant Meadows School District
ATTN: Accounts Payable
47 Whipple Rd
Pleasant Meadows, MA 01234
(978) 123-4567
Vendor Name: Curriculum Associates

3 **Ship To:**
Pleasant Meadows School District
ATTN: Adam Smith, Warehouse Mgr
47 Whipple Rd
Pleasant Meadows, MA 01234
(978) 123-4567

4

Product	Quantity	Unit Price	Extended Amount
23456.0 Reading Student Book G2	75	$15.00	$1,125.0
23456.9 Reading Teacher Book G2	3	$30.00	$90.00
23457.0 Math Student Book G2	75	$15.00	$1,125.00
23457.9 Math Teacher Book G2	3	$30.00	$90.00
12345.0 Digital School License	1	$7,000.00	$7,000.00

5

Subtotal	$9,430.00
Freight	$267.30
Tax	$0.00
Total	$9,697.30

Notes:
6 Reference Quote # 12456.1
Pack materials by school site. Deliver between 7/14/25–7/25/25. 7
8 Warehouse open Monday–Thursday 8 a.m.–3 p.m. in July.

9 *Sarah Johnson*
Purchasing Manager

Note: We are unable to accept requisitions or signed quotes.

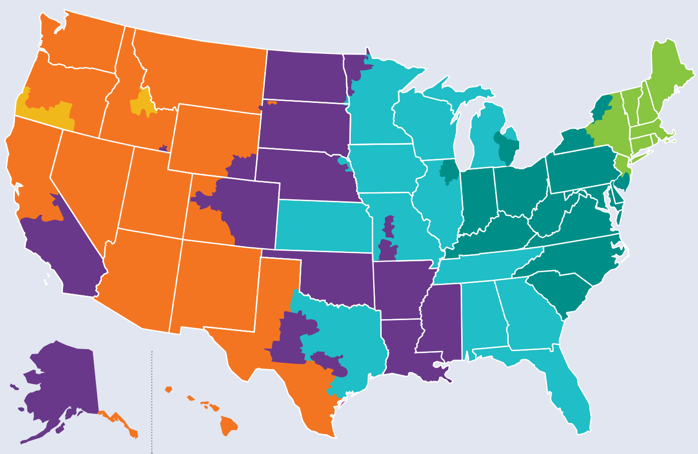
White-Glove Delivery:
Available upon request for $500 per shipment location, subject to our carrier partner's availability. Please notify us of this request prior to submitting your Purchase Order so we can include the service on your quote properly.

Please Consider Processing and Transit Times as You Are Preparing to Place Your Order
Orders lighter than 500 pounds are shipped via UPS. Orders heavier than 500 pounds are shipped via freight carrier. Reference the maps on the following page for our estimated transit times.

Estimated Transit Times

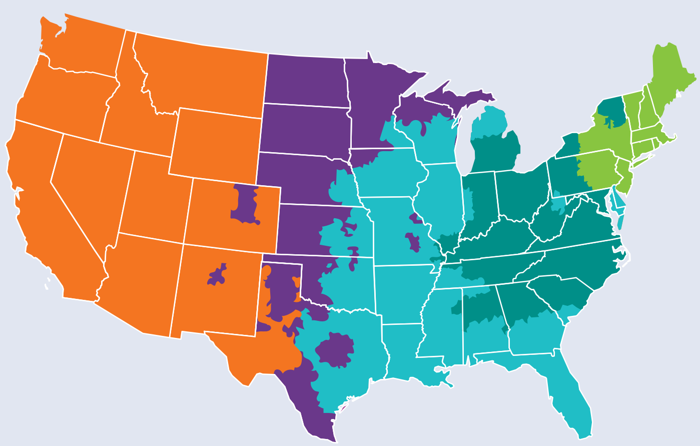
Please factor in the following lead times when arranging for delivery of our printed materials.

Shipping varies by location and shipping method from our warehouse in Littleton, MA. Locations considered to be remote, including locations within contiguous and non-contiguous states, may require additional transit days and special carrier services. See the maps below for further explanation.



Orders Lighter Than 500 Pounds:
Generally ship via UPS*

- 1 Day
- 2 Days
- 3 Days
- 4 Days
- 5 Days
- 6 Days



Orders Heavier Than 500 Pounds:
Generally ship via freight carrier

- 1 Day
- 2 Days
- 3 Days
- 4 Days
- 5+ Days

*The threshold for UPS orders may be raised during peak season (i.e., June–September). Please note that UPS deliveries may arrive over several days.

Additional Tips for Successful Delivery:

- Indicate on your Purchase Order if you would like to ship to a central location, such as a district warehouse, or to individual schools.
- Select a delivery window when someone will be at the delivery location to accept the order. **Notify others, such as front office or custodial staff, about the delivery.**

Need Help Placing an Order?
Contact: orders@cainc.com or 1 (800) 225-0248

Curriculum Associates®

Placing an Order

Email: Orders@cainc.com

Submit PO by Mail:
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Submit Order by Check:
Curriculum Associates, LLC
PO Box 936600
Atlanta, GA 31193-6600

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1- 800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders.

If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
$74.99 or less	Max charge of $12.75
$75.00 to $999.99	12% of order
$1,000 to $4,999.99	10% of order

Order Amount	Freight Amount
$5,000.00 to $99,999.99	9% of order
$100,000 and more	8% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is **500lbs**.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- White Glove Delivery Service $1000/delivery/site

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change $500/shipment location
- Freight Storage $1000/shipment location
- Freight Carrier Redelivery $350/pallet

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing AR@cainc.com.

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under $50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1- 800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at https://www.curriculumassociates.com/privacy. Customer's professional learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at curriculumassociates.com/support/privacy-and-policies. To the extent that any of the terms herein come into conflict with CA's existing contractual obligations and legal liabilities, the parties agree to enter into good faith negotiations to re-negotiate the terms herein.

Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund for unused services within 90 days of license start date. For Professional Learning services, you may request a refund for unused services within 90 days of purchase date. After 90 days, your non-print products and Professional Learning purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1 -800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready ® student and teacher sets, i-Ready Classroom® student and teacher sets, and Magnetic Foundation and Literacy classroom kits.

ATTACHMENT #28

FIRST Educational Resources
POWERFUL • AFFORDABLE • SUSTAINABLE

Educational Services Agreement

Warren County School District	
Client Name	Warren County School District Lynn Schultz | Director of Curriculum, Instruction & Assessment
Client Address	6820 Market Street | Russell, PA 16345
Company Information	FIRST Educational Resources, LLC 5881 Seven Elms Drive Winneconne, WI 54986 (920) 479-6504 info@firsteducation-us.com
Services and Cost	**All Staff Repair Kit for Grading Workshop with 2 Consultants** - **August 20, 2026** → Cost: $9,000.00 **All Staff Repair Kit for Grading Workshop Follow Up with 2 Consultants** - **January 28, 2027** → Cost: $9,000.00 **Total Agreement Cost: $18,000.00** (fully inclusive of planning and travel)
Venue	TBD between Warren County School District and FIRST Educational Resources
Consultants	Becky Peppler, Director - FIRST Education STAGR Center Garth Larson, FIRST Educational Resources CEO & STAGR Center Consultant Don Smith, Director of Professional Services & STAGR Center Consultant
Payment Schedule	The Client will issue a purchase order for the full amount of the engagement upon acceptance of this agreement, which is payable and due 21 days after the services have been provided.
Termination	Either party may terminate this Agreement by giving 60 days' written notice without affecting the rights or obligations of the parties. Cancellation (outside of events beyond its control)

	within 60 days of the scheduled event will result in payment of the full presentation fee.

SIGNED by Garth Larson, CEO

Garth Larson

for and on behalf of the Company

SIGNED by

for and on behalf of Warren County School District

Robert Cook, President, Board of School Directors

Taylor M. Trisket, Secretary, Board of School Directors

Company Profile

FIRST Educational Resources is committed to providing current and future educators throughout the world with the most comprehensive and affordable support available to help improve the overall educational process of Teaching, Learning and Leading. School districts partner with FIRST Educational Resources to help all students achieve high levels of learning. We listen to the unique challenges of each district to collectively customize a sustainable solution for support, providing access to world class presenters at a fraction of the price of other companies. Our entire goal is to ensure ALL students are learning at high levels in ALL schools across the globe. We offer a variety of services to help support this mission, including our FIRST Education Institutes, professional workshops and conferences, consulting and coaching services, on-site solutions, and professional publications. Our professional learning and development is based on two questions: can our partnership districts take what they learned from us and put into practice immediately, and does this help keep the focus on high levels of learning for ALL students? Over the course of the past ten years, over 2500 school districts throughout the world have worked with our company as partnership districts. This includes administrators, teachers, support staff, school board members, service cooperatives and parents.

ATTACHMENT #29

ORDER FORM
#Q-23526

Pathful, Inc.
5540 Centerview Dr, Ste 204, PMB 63880
Raleigh, NC 27606-8012
E: sales@pathful.com
P: 888-908-4924
F: 828-348-1770

Date:
5/31/2026

Pricing Good Until:
6/30/2026

Order Form:
#Q-23526

Subscription Period:
7/1/2026 - 6/30/2027

Bill To:
Warren County School District
6820 Market St
Russell, Pennsylvania 16345

Additional Info:

Sales Contact	Contact Email
Melissa Weatherman	mweatherman@pathful.com

LINE	ITEM	TIER	QTY	LIST PRICE	TOTAL
1	JobReady360 - CTE		1	$3,250.00	$3,250.00
Career and Technical Education platform including all WBL capabilities plus CTE program administration, competency tracking, accreditation evidence management, credentials tracking, and state-specific compliance reporting. Priced per building. Subscription Period: 7/1/2026 - 6/30/2027					
2	JR360 - CTE Program		14	$350.00	$4,900.00
Per-program enhancement enabling program-specific lesson planning, competency tracking, task lists, pace monitoring, professionalism grading, and licensure hour tracking for individual CTE programs. Subscription Period: 7/1/2026 - 6/30/2027					
Total Price:					**$8,150.00**

ORDER FORM
#Q-23526

INVOICING INFORMATION

Invoice Primary Contact	
Contact Name:	
Email Address:	
Invoice Mailing Address	
Street:	
City:	
State:	
Zip:	

By signing this Order Form, I represent and warrant that the information provided by me on this Order Form is true and accurate and that I am authorized to sign on behalf of Customer and bind Customer to the terms, conditions, and obligations of this Order Form, including any terms, conditions, and obligations of any documents attached to this Order Form or otherwise incorporated by reference. I acknowledge and agree that, by signing below, this Order Form establishes and represents a binding agreement between Customer and Pathful for Customer to receive delivery of the goods and services listed above and to pay the total fees listed above.

The terms of this Order Form shall prevail over the terms of any Purchase Order issued by Customer. Pathful reserves the right to reject or rescind any signed Order Form that is not received within 30 days from the above date of this Order Form.

AGREED AND ACCEPTED FOR AND ON BEHALF OF CUSTOMER BY:

SIGNATURE:	
NAME:	
TITLE:	
DATE:	

My Organization requires a PO(Yes/No)?	
The PO number for this Order is	

SUBSCRIPTION TERMS, CONDITIONS, AND POLICIES:

The Pathful Terms of Use and the Pathful Privacy Policy are fully incorporated by reference into this Order Form. Customer's subscription to and use of the Pathful platform is subject to all such terms, conditions, and policies as in effect from time to time.

For new customer purchases, the Subscription Start Date will be the later of: (i) the date listed above on this Order Form, (ii) the date this Order Form is signed, or (iii) the date listed on your Purchase Order (if applicable). The Subscription End Date will be updated accordingly.

TECHNOLOGY REQUIREMENTS:

Customer is responsible for making available to users the necessary technology required for optimal experience and participation. To participate, users will need to have the following:

System Requirements:
- An internet connection – broadband wired or wireless (4G/LTE)
- Speakers and a microphone – built-in, USB plug-in and wireless
- A webcam or HD webcam - built-in or USB plug-in
- If using in a classroom setting, projector and screen to display to the class

Supported Operating Systems:
- Mac OS X
- Windows 10 or 11
- Chromebook
- iOS and Android mobile devices

Supported Browsers:
- Google Chrome
- Safari
- Firefox
- Microsoft Edge

PAYMENT AND SALES TERMS:

- All fees are in US Dollars and exclude any applicable sales taxes, which are Customer's sole responsibility.
- Payment terms are NET 30 from receipt of invoice.
- For the avoidance of doubt, invoicing or payment frequency will not modify or diminish the full amount of fees payable under this Order Form, and Customer remains responsible for payment of the full amount set forth as total fees payable above regardless of the invoicing or payment frequency.
- Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Services.
- All fees paid are nonrefundable, and Services cannot be decreased during an applicable subscription service term.
- Customer shall not transfer or assign any or all Services or licenses on this Order Form.
- Customer is responsible for providing complete and accurate contact and billing information, and failure to provide, update, or advise us of such information will not waive or diminish Customer's obligations under this Order Form.
- Pathful W-9 Form

WARREN COUNTY SCHOOL DISTRICT	SECTION 5000

5600 OFFICE SERVICES

5615 Telephone Services

~~Office telephones may be used by staff members for making calls regarding students and other school-related business. They are not to be used for personal business calls except in cases of emergency. Public telephones may be provided in all school buildings for any calls not of a school business nature~~.

Telephones are installed in classrooms, and offices throughout all district buildings to support instructional, operational, and safety needs.

Office and classroom telephones may be used by staff members for communication related to students, school operations, and other district business. Personal calls by staff are discouraged and are permitted only in cases of emergency or when authorized by a supervisor.

Students are not to use ~~the school~~ office telephone**s**, or ~~any of its~~ **classroom** extensions, except in cases of emergency. ~~The~~ **Student** use of ~~the~~ telephone**s** ~~by students~~ during school hours is subject to the approval of the principal, teacher or other authorized ~~individual~~ **school official**.

Adoption Date - September 13, 1999
Revision Date - **__________, 2026**
Review Date -
Legal Reference - Pennsylvania School Laws & Rules 24 P.S. § 5-510

Cross Reference -

WARREN COUNTY SCHOOL DISTRICT	SECTION 3000

3200 RESPONSIBILITIES OF ADMINISTRATORS

3235 Security of Computerized Personal Information & Breach Notification

I. Purpose

The Board is committed to the security of the District's computerized data and to addressing the risk of a breach of the District's systems involving the possible disclosure of personal information. This policy addresses the manner in which the District will respond to unauthorized access and acquisition of computerized data that compromises the security and confidentiality of personal information.

II. Reporting a Data Breach

The Board requires that records containing personal information be securely maintained, stored, and managed in compliance with state and federal laws, regulations, Board Policy, administrative regulations, and the District's Records Management.

The Board directs any actual or suspected data breach (including unauthorized access to sensitive electronic data or exceeding one's authorization to electronic data) must be reported to the Director in charge of Technology as soon as is practicable under the circumstances. The Board further directs that any data breach resulting in unauthorized access to unredacted and unencrypted personal information shall be reported to the Superintendent as soon as is practicable under the circumstances.

III. Definitions

Data Breach - Unauthorized access and acquisition of computerized data that materially compromises the security or confidentiality of personal information maintained by the District as part of the database of personal information regarding multiple individuals and that the District reasonably believes has caused or will cause loss or injury to any state resident. Good faith acquisition of personal information by an employee or agent of the school District for the purpose of the District is not a breach of the security of the system if the personal information is not used for a purpose other than the lawful purpose of the District and is not subject to further unauthorized disclosure.

Encryption - The use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of confidential process or key.

Health insurance information - An individual's health insurance policy number or subscriber identification number in combination with access code or other medical information that permits misuse of an individual's health insurance benefits.

Individual - A natural person.

Medical information - Any individually identifiable information contained in the individual's current or historical record of medical history or medical treatment or diagnosis created by a health care professional.

Personal information - Includes an individual's first name or first initial and last name in combination with and linked to any one or more of the following, when not encrypted or redacted:

1. Social security number.

2. Driver's license number or state identification card number issued instead of a driver's license.

3. Financial account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account.

4. Medical information.

5. Health insurance information.

6. A username or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media.

Records - Any material, regardless of its physical form, on which information is recorded or preserved by any means, including written or spoken words, graphically depicted, printed or electromagnetically transmitted. This term does not include publicly available directories containing information that an individual has voluntarily consented to have publicly disseminated or listed, such as name, address or telephone number.

Redaction - Includes, but is not limited to, alteration or truncation such that no more than the last four digits of a social security number, driver's license number, State identification card number or account number is accessible as part of the data.

IV. Notification of a Data Breach

In the event of a data breach that results in unauthorized access to unredacted and unencrypted personal information the Superintendent, or his/her designee, shall follow the notification procedures required by the Breach of Personal Information Notification Act and provide notification to any resident of the Commonwealth who's unencrypted and unredacted personal information was, or is reasonably believed to have been, accessed and acquired by an unauthorized person. Such notice shall be made within seven (7) business days of the day on which the breach was determined, except when a law enforcement agency determines and advises the District in writing that the notification would impede a criminal or civil investigation (in such case, the required notification will then be made after the law enforcement agency determines that such notification does not compromise the investigation or national or homeland security).

Additionally, the District shall provide notice to the District Attorney in the county where the breach occurred within three (3) business days of the day on which the breach was determined. The District shall also provide notice of the breach if the encrypted information is accessed and acquired in an unencrypted form, if the security breach is linked to a breach of security of the encryption, or if the security breach involves a person with access to the encryption key.

The District shall provide notice by at least one (1) of the following methods:

1. Written notice to last known home address for the individual**(s).**

2. Telephone notice - if the individual**(s)** can be reasonably expected to receive the notice and the notice is given in a clear and conspicuous manner; describes the incident in general terms; verifies the personal information but does not require the individual to provide personal information; and provides a telephone number to call or Internet website to visit for further information or assistance.

3. Email notice - if a prior business relationship exists and the school District has a valid email address for the individual.

4. Electronic notice - if the notice directs the individual whose personal information has been materially compromised by breach of the security of the system to promptly change the individual's password and security question or answer, as applicable, or to take other steps appropriate to protect the individual's online account, and other online accounts that may use the same user name, email address and password or security question or answer, to the extent the District has sufficient contact information for the individual**(s).**

5. Substitute notice - if the District demonstrates one (1) of the following:

    a. The cost of notice would exceed $100,000.

b. The affected individuals exceed 175,000 people.

c. The District does not have sufficient contact information for the individual.

Substitute notice shall consist of an email notice, when the District has an email address for the individual; conspicuous posting of the notice on the District's website; and notification to major statewide media.

If the District provides notification to more than 1,000 persons at one (1) time, the District shall also notify all consumer reporting agencies that compile and maintain files on consumers on a nationwide basis of the timing, distribution, and number of notices, without unreasonable delay.

V. Data Security Controls

The District shall utilize technical controls such as firewalls, virus/malware detection, network access controls, user access controls, intrusion detection systems, encryption, and/or regular software updates to maintain the integrity and security of all the District's electronic data. Unredacted and unencrypted personal information shall be accessible to individual users on a need-to-know basis ~~only, and the District shall utilize technical controls to restrict access to individuals with a legitimate educational or operational purposed to access such information.~~

a. Individual users accessing their own information.

b. District employees who require access to perform the duties for which they are employed.

c. Contractors who require access to perform the work subject to the terms and conditions of their contract with the District.

d. Any other adult recognized by administration to require access for an educational or operational purpose.

VI. Vendors

The District may engage vendors who will need to have access to unredacted and unencrypted personal information to perform a service for the District. The contract for any such vendor shall include a provision that the vendor is required to adhere to the same data security standards as outlined in this Policy and that to the fullest extent permitted by law, the vendor shall defend, indemnify and hold harmless the School District, and the School District's employees, agents, Board Members, directors, officers, and representatives from and against any and all claims, liabilities, losses and expenses (including reasonable attorney fees and costs) arising from a data breach associated with the vendor, an employee of the vendor, the vendor's computer system, or any personal device used by an employee of the vendor.

Any vendor that maintains, stores or manages computerized data on behalf of the District shall provide the District with notice of any breach of the security of the system following discovery by the vendor. The District shall then be responsible for complying with the Breach of Personal Information Notification Act.

VII. Personal E-mail & Personal Electronic Devices

Employees shall not use personal e-mail accounts (accounts not issued by the District) ~~or personal electronic devices (those not issued by the District)~~ to transmit or store ~~personal~~ **District** information.

VIII. Administrative Procedures

The Superintendent or his/her designee may develop administrative procedures to implement this Policy.

IX. Penalties for Violations

A District employee who violates this Policy or any associated administrative procedure may be subject to disciplinary action, up to and including termination, in accordance with all applicable District disciplinary policies and procedures. If warranted, referrals will be made to law enforcement.

The violation of this Policy by a vendor, depending on the severity, may be considered a material breach of contract that warrants contract termination and/or that serves as just cause to not contract with the vendor in the future. If warranted, referrals will be made to law enforcement.

X. Handbooks and Website

This Policy shall be included in applicable handbooks and posted on the District website.

Adoption Date	-	October 9, 2023
Revision Date	-	____________, 2026
Review Date	-	
Legal Reference	-	73 P.S. §2301, *et. seq.*, 15 U.S.C. §1681a
Cross Reference	-	

ATTACHMENT #32

WARREN COUNTY SCHOOL DISTRICT	SECTION 9000

9900 MISCELLANEOUS INSTRUCTIONAL POLICIES

9950 Technology and Internet Safety

A. PURPOSE

The District makes available various forms of digital technology to its students for educational purposes and to certain employees to advance the education of students or to advance the legitimate business of the District. The purposes are exclusive to the District as it makes digital technology available. The District's student discipline code and student handbook and all provisions governing employee conduct (policies, rules, employee handbooks, contractual provisions, etc.) apply to student and staff online activities and use of technology.

It is the policy of the District to (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act.

Given the ever-changing nature of technology, its potential opportunities, and abuses, it will not be possible for this Policy to address all specific situations, which may arise. Therefore, it is also the purpose of the Board, by this Policy to vest in the Superintendent or his or her designee the authority to fashion procedures, as necessary, to implement the general purposes of this Policy.

B. DEFINITIONS

1. Minor – any person of school age.

2. Obscene - Analysis of the material meets the following elements:

   a. The average person applying contemporary community standards would find that the subject matter taken as a whole with respect to minors appeals to the prurient interest.

      i. Contemporary community standards shall be defined to mean the regions within which the District provides services to students.

   b. The subject matter depicts, describes, or represents in a patently offensive way with respect to what is suitable for minors an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts or a lewd exhibition of the genitals or post-pubescent female breast.

   c. The subject matter taken as a whole lacks serious literary, artistic, political, educational, or scientific value.

3. Harmful to minors - Any text, picture, image, graphic image file, or other visual depiction that:

    a. taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion.

    b. depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals.

    c. taken as a whole lacks serious literary, artistic, political, educational, or scientific value as to minors.

4. Child Pornography – any visual depiction, including any photograph, film, video, picture, or computer, or computer generated image or picture, whether made or produced by electronic, mechanical, or other means, of sexually explicit conduct where (a) the production of such visual depiction involves the use of a minor engaging in sexually explicit conduct, or (b) such visual depiction has been created, adapted, or modified to appear that an identifiable minor is engaging in sexually explicit conduct.
5. Educational Purposes- Items promoting student achievement and preparation for graduation.

6. Personal Electronic Devices- Any type of computer or other portable computing devices or accessories, including handheld computers, laptops, smart phones, **smart wearable devices**, tablet devices, notebooks, digital cameras, digital readers, music players, flash drives and any other similar devices not owned by the District and brought onto school grounds by students, guests, or staff members.

C. ACCESS TO TECHNOLOGY

Access to technology is provided to District employees and students as a privilege. Access is not and cannot be guaranteed. However, when access is available it is to be regarded as a privilege that carries with it a responsibility. All usage is to be done in a responsible, efficient, and legal manner that is consistent with the values of the Student Discipline Code and the policies and mission of the District as enunciated in this Policy Manual or other directives of the Board or Administration. For users, the District's technology is to be used primarily for education-related purposes and performance of District job duties. Incidental personal use of school technology is permitted for employees so long as such use does not interfere with the District's Policy manual, the employee's job duties and performance, with system operations, or with other system users. Personal use must comply with this Policy; procedures and rules contained in this Policy, as well as Internet Service Providers, local, state, and federal laws and must not damage the District's hardware, software, applications, or technology. Students are provided with access to digital media that supports engaged learning. Students' ability to send, forward, or post information will be determined under the direction of a Warren County School District designee(s).

The District will notify the parents about the policies governing technology use. This Policy contains restrictions on accessing inappropriate material. There is a wide range of material available on the Internet, some of which may not be fitting with the values of the families of the students. The District will educate minors about appropriate online behavior, including interacting with other individuals on social networking websites and and Cyberbullying awareness and response. It is not practically possible for the District to monitor and enforce a wide range of social values in student use of the Internet. Further, the District recognizes that parents bear primary responsibility for transmitting their set of family values to their children. The District will encourage parents to specify to their child(ren) what material is and is not acceptable for their child(ren) to access through the District system.

D. <u>GUIDELINES FOR USAGE</u>

Usage of the technology which is not consistent with the “access” policy contained in the previous paragraph is prohibited. It is not possible to list all of the types of usage which are inappropriate. However, as a guideline, some of the types of inappropriate usage are listed below:

1. Engaging in non-work or non-school related communications unless for employees under this Policy’s definition of incidental personal use. Users should understand that even when using District technology resources for incidental personal use there is no expectation of privacy, and the personal nature of such use shall not create any such expectation.

2. Sending or displaying of offensive messages or pictures, including but not limited to, messages or pictures that contain pornography, child pornography, matters that are obscene or matters that are harmful to minors, ethnic slurs, racial epithets, or anything that may be construed as disparagement of others based on their race, national origin, sex, sexual orientation, gender identity, age, disability or religious or political beliefs.

3. Using vulgar or obscene language, pictures, or symbols.

4. Using technology to harass, bully, threaten, or libel/defame others or to materially or substantially interfere with the education of others.

5. Trespassing in or upon personal files or programs, removing, damaging, or utilizing information which the user is not entitled to remove, damage, or utilize or communicate under a false name or other false pretenses.

6. Violating any copyright laws or the Copyright Policy of the District including Policy Section 9905 by copying, downloading, uploading, or otherwise duplicating copyrighted material.

7. Violating any other District Policy, or associated administrative procedures, including (i) policies concerning political activities and advertising such as Policy Number 7240; (ii) policies governing student distribution and /or posting of material such as Policy Number 10230; (ii) policies governing harassment and sexual

harassment such as Policy Number 1215; and (iv) policies that pertain to maintaining professional adult/student boundaries such as Policy Number 1217.

8. Engaging in any use which violates any federal, state, or local law, regulation, or ordinance.

9. Intentionally creating, uploading or other introduction of computer viruses/**malware** or similar device or program, which damages hardware, applications, or software **or circumventing security.**

10. Engaging in unauthorized access of computers, intentionally disrupting the network, or attempting to circumvent security measures on an individual computer and / or the District network.

11. Using technology for gambling, sports pools, betting games or games of chance.

12. Installing, uninstalling, or damaging computer hardware, applications**,** software, or the network.

13. The use of profanity in any communication unless required for business purposes.

14. Using technology resources to access, inspect or disseminate confidential or personal information ~~of others.~~ **except for access to information by an employee consistent with the terms of their employment and District policy.**

Reporting of any such violations or other issues involving the inappropriate use of technology resources should be reported in a manner consistent with established policies and procedures. Any employee or student engaged in the inappropriate use of or access to the technology may be subject to the loss of the privilege. The Board hereby vests the Administration with the authority to restrict any person's use of the privileges, for the period deemed appropriate by the Administration, on account of violations of this Policy. Additionally, students are advised that violations of this Policy may result in students being disciplined in accordance with the Discipline Code (Policy 10510) and employees are advised that violations of this Policy may result in discipline procedures according to the applicable sections of this Policy Manual or the Contract(s) governing the relationship between the District and employee.

E. <u>FILTERING</u>

The District uses a technology protection measure that is designed to prohibit users from accessing Network sites that are not in accordance with the policy and procedures of the District and the laws of Pennsylvania. This measure helps guard against access by users to messages or pictures that contain pornography, child pornography, matters that are obscene or matters that are harmful to minors, ethnic slurs, racial epithets, or anything that may be construed as disparagement of others based on their race, national origin, sex, sexual orientation, gender identity, age, disability or religious or political beliefs. Filtering may be disabled for adults engaged in bona fide research or for other lawful purposes. To ensure enforcement, the District will monitor use of technology resources through direct supervision and monitoring of the network. This filtering measure is not foolproof and inadvertent access to sites not consistent with this Policy needs to be reported immediately to a District administrator.

F. USER ACCOUNTS

User Accounts may be provided for District students and employees. All User Accounts shall be the property of the District and shall be used only for the purposes described in this Policy. All User Accounts shall be accessed only via a password. No user shall reveal their password to another individual. No user is to utilize a computer that has been logged in under another individual's password. Account requests or termination will be processed through the account management team.

G. APPLICATIONS

Except as provided below, no application will be utilized on any device or other component of the District's technology systems unless said application has been selected or approved.

H. HARDWARE

District employees shall report technology issues to the Technology Department through the Technology Work Order system.

All technology belonging to the District is to remain in the designated areas. Before equipment changes, a Technology Work Order must be completed and submitted for approval.

All purchases or acquisitions of computers or other components of the District's technology system, including donations of equipment from businesses, parent/teacher organizations and similar entities are to be channeled to the Building Administrator at the building at which the equipment is proposed to be installed. Before approving the installation of said equipment, the Building Administrator is to submit a description of the equipment to the Technology Department for approval.

I. REPAIRS

All repairs of the District technology system, including repairs to both hardware and software, and including in-house technician repairs and outside vendor services, are to be submitted on a Technology Department Work Order

~~J. ACCOUNTS, APPLICATIONS, SOFTWARE, HARDWARE, AND DEVICES USED BY DISTRICT EMPLOYEES~~

~~Employees are prohibited from doing any district business on accounts, applications, software, hardware, or devices that are not those issued to them by the District.~~

~~K~~ **J.** SEARCH, SEIZURE AND MONITORING

Users of the privileges should have NO EXPECTATION OF PRIVACY regarding to any information or communication on or exchanged through the District's technology. The District reserves the absolute and complete right to inspect and to seize any information or communication existing on any District technology equipment and any user of the said equipment must understand that the privilege is subject to the District's right of search and seizure. Any information or communication seized by the District may be used for any legitimate purpose, including usage in disciplinary proceedings initiated by the District and usage in criminal proceedings initiated by **Local,** State or Federal officials to which the District has given the information or communication. The user of any District technology or software or application privilege is advised that the District, may at any time, monitor persons' usage and that seizure of material may be made-because of random searches and not necessarily because of reasonable suspicion or probable cause. If the user of the District technology does not want information or communications to be made public, the user should not place or share that information or communication on the District's facilities. At all times the District reserves the right to:

1. Determine how its hardware space is utilized, including the right and ability to remove software, applications, files, to compress or consolidate files, and to otherwise manipulate the data maintained on any computer or other component of the District's technology.

2. Restrict or limit usage of lower priority network and computer uses when network and computing requirements exceed available capacity.

3. Determine which technology will be provided through District resources.

4. View and monitor network traffic, file server space, processor and system utilization, and all applications provided through technology, including email

5. Log technology use by students and staff.

~~L~~ **K**. MISCELLANEOUS

1. Publishing on the Web. All **w**eb pages to be created through the use of District technology shall be linked through the District **w**eb**s**ite. All District employees, students or school organizations wishing to create a Web page or similar device must create it under the supervision of the Superintendent, or his/her designee.

2. Limitation of Liability. The District makes no warranties of any kind, either express or implied, concerning the operation or the function of the privileges provided through the District's technology. All users of the District's privileges agree that the District will not be responsible for any damages users may suffer, including but not limited to loss of data or interruption of service. The District is not responsible for the accuracy or quality of the information obtained through or stored on the system. The District will not be responsible for any financial obligations arising through the

use of the privileges other than the provision of the hardware, software**,** applications, and utilities necessary to make the privileges available.

3. Curricular Usage of Technology Devices. District employees may elect to utilize the technology system as a part of the instruction offered by that employee. If a parent or legal guardian desires that their student not have access to the technology devices, the parent or guardian shall request an exemption in accordance with Section 9525 of this Policy Manual. In the event of an exemption, the District will provide an alternate means of instruction in accordance with Policy Section 9525.

4. Personal Electronic Devices Students may use personal electronic devices that are not owned by the District, and that provide a wireless connection to the internet, during the school day for educational purposes if, and only if, the type of device has been approved by the Superintendent or his/her designee and the student has the permission of the classroom teacher. The decision as to whether a particular type of personal electronic device is permitted to be used is within the sole and unrestricted discretion of the Superintendent or his/her designee. The use of a personal electronic device shall be optional and shall not be required by any teacher to complete, or be necessary to complete, any educational assignment given to students.

   The District shall not be liable for, or responsible for, the loss of, theft of or damage to any personal electronic device that anyone brings to school, including students, staff, and guests. The District is not required to provide technical support of any personal electronic device. A personal electronic device that is used to violate either the law or a school rule shall be subject to search when permitted by law.

~~M~~. **L.** FUTURE DEVELOPMENTS

Technology devices and usage not currently contemplated will emerge. In recognition of the fact that the provisions of this Policy may not be adequate to address those developments the Board hereby authorizes the Superintendent to develop procedure, on an as needed basis, to address emerging technologies or usage. In preparing these procedures, the Superintendent is directed to issue procedures which are consistent with this Policy and which are consistent with the values and mission of the District as enunciated in this Policy Manual or other directives of the Board. The procedures implemented by the Superintendent shall remain in effect until supplanted by the Board.

Adoption Date	-	March 8, 2004
Revision Date	-	September 14, 2009; April 18, 2016; September 12, 2022; April 8, 2024; **_________, 2026**
Review Date	-	
Legal Reference	-	
Cross Reference	-	Policy 7216, 7240, 10230, 10510, 1215, 1217b

WARREN COUNTY SCHOOL DISTRICT	SECTION 7000

7200 EMPLOYEE RESPONSIBILITIES

7217 Social Media

I. Purpose and Definitions

The purpose of this policy is to ensure the orderly operation of the District's schools by establishing standards for the operation of school district social media accounts and personal social media accounts, and to differentiate between personal and third party social media accounts and those accounts controlled by the District.

The Superintendent shall develop procedures to implement this policy and may delegate to his/her designee(s) the right to enforce this policy.

Discriminatory or Harassing Comments – comments or imagery that attack or mock an individual due to his/her real or perceived race, color, national origin/ethnicity, gender, age, disability, sexual orientation, gender identity, or religion.

Limited Public Forum – a government operated location where the public may comment and post online, subject to viewpoint neutral guidelines.

Non-public Forum – a government operated location where the public may not comment or post online; free expression by the public is restricted regardless of message or viewpoint.

Personal Social Media Account – a social media account, regardless of platform, that is operated by a school district employee or school board member for his/her personal use, including personal professional development. A personal account is not regularly used to promote or communicate about school district events or activities, or the activities of students.

School District Social Media Account – a social media account, regardless of platform, that is operated by a school district employee in his/her professional capacity or by a school board member duly authorized by the board, and that is designed to further the educational mission of the school district by communicating with members of the school district community and the public.

Third Party Social Media Account – a social media account, regardless of platform, that is operated by a volunteer, student, parent, alumnus, or other member of the public on behalf of a club, foundation, sports team, or other extracurricular group affiliated with the school district. Third party social media accounts are *not* operated by school district employees or school board members.

II. Guidelines

If any social media post is published using school district technology resources, including computing devices, mobile devices, and networks, the District's acceptable use policy applies and is hereby incorporated by reference.

SCHOOL DISTRICT SOCIAL MEDIA ACCOUNTS

School District social media accounts must remain professional, and consistent with the educational mission of the school district at all times. The operators of school district social media accounts are accountable for the content on the social media accounts that they manage. The Superintendent and his/her designee(s) shall have the authority at any time to direct additions, alterations or deletions of content on School District social media accounts operated by a school district employee. The School Board as a body corporate shall have the authority at any open meeting, subject to the Pennsylvania Sunshine Act, to direct additions, alterations, or deletions of content on School District social media accounts operated by a school board member.

Account Ownership

School District social media accounts are owned by the School District and operated by school district employees or school board members on behalf of the School District. The Director of Technology shall maintain a list of all social media accounts operated by the School District, along with a list of credentials to access the accounts.

Photos, Videos, & Livestreams of Students

School District social media account operators may post photographs, videos, and livestreams of students engaged in the educational process or at school-related events *unless* the student's parents have opted the student out of FERPA's directory information sharing, or if parents have declined to sign the District's media release form. The operators of School District social media accounts are responsible for complying with this provision.

Public Comments

All School District social media accounts shall operate as either a non-public forum (where the public may not comment on the District's posts), or as a limited public forum, where the public may comment publicly on the District's posts – subject to certain guidelines. Whether a social media account is operated as a non-public forum or limited public forum shall be determined by the account operator.

School District social media accounts that operate as a limited public forum shall include a prominent link to the following comment guidelines, posted on the School District's website:

a. Comments must be related to the original School District post.

b. Comments may not threaten any illegal action against a person or property.
c. Comments may not include lewd, vulgar, or obscene content.
d. Comments may not include any content that constitutes bullying, discrimination, or harassment as defined by District policy 1215, 10510.
e. Comments may not incite violence or promote illegal conduct.
f. Comments may not include links to external websites.
g. Students posting comments to a School District social media account are subject to the Student Code of Conduct and District disciplinary policy for the content posted.

Individual comments or posts that violate the above guidelines may be deleted (if possible, given the social media platform) without further notice. Posts may <u>not</u> be deleted simply because they are critical of the School District, or because they promote an unpopular opinion if the post otherwise complies with the above guidelines.

School District social media account operators may not block users from accessing the School District's social media posts. The Director of Technology shall refer any user who repeatedly violates the above guidelines to the Superintendent for further investigation and potential legal remedies, including blocking the violator's ability to post further comments on any School District social media accounts.

The school district may delete certain of its social media posts, in their entirety and including all comments, at the discretion of the District's administration. The District has no obligation to maintain its social media posts in perpetuity, and their temporary presence on the internet is not a warranty of their future presence. When required by law, regulation, or policy, the District shall preserve a copy of social media posts and comments that it removes from the social media account.

<u>Tagging</u>
School District social media account operators may tag the social media accounts of educational applications, products, and services, so long as the District and its employees do not receive financial or other tangible compensation for the tag.

School District social media account operators shall not tag individual students using their social media usernames or handles but may tag other adult members of the school district community.

School District social media accounts shall not be used to communicate directly with students. One-to-one communication with a student shall be limited to electronic resources provided by the District such as e-mail or classroom management applications.

<u>Accessibility</u>
All content posted to, linked to, or tagged by School District social media accounts shall be as accessible to individuals with disabilities as it is to non-disabled individuals. To ensure accessibility, so long as the social media platform allows, social media posts must:
a. include alternate text or detailed captions for images

b. include captions for videos
c. include captions for livestreams
d. avoid images of text
e. avoid acronyms, wherever possible
f. ensure that links to PDFs are accessible to screen readers

The Director of Technology or his/her designee shall ensure that all individuals operating School District social media accounts receive training on social media accessibility.

<u>Copyright</u>
The copyright for all content posted to School District social media accounts must be either owned by the School District, licensed by the copyright owner, or not subject to copyright protection. The operator of a School District social media account is responsible for ensuring compliance with this provision.

<u>Reposts</u>
School District social media accounts may highlight social media posts by others by reposting their messages, so long as the repost follows these guidelines.

PERSONAL SOCIAL MEDIA ACCOUNTS

School district employees may not use personal social media accounts to communicate privately (via direct message or private chat) with students concerning any school district business. One-to-one communication with a student concerning any school district business shall be limited to the electronic resources provided by the District such as e-mail or classroom management applications.

School district employees are urged to exercise extreme caution before communicating with students via social media about non-school matters. Such electronic communication may cross professional boundaries in violation of the Pennsylvania Code of Professional Practice and Conduct for Educators, and the Educator Discipline Act. School district employees are urged to maintain strict professional boundaries on social media, and to protect against even the appearance of impropriety.

School district employees and board members shall not post personally identifiable and otherwise confidential information from educational records on their personal social media accounts. Personally identifiable information includes information that could indirectly identify a student through linkages with other information.

School district employees are strongly encouraged to utilize privacy settings on personal social media accounts to ensure that a professional boundary is maintained between the employee and students and parents.

The School District does not actively monitor personal social media accounts for its employees. Nonetheless, should the School District administration or school board's attention be brought to a personal social media post that demonstrates insubordination, immorality, cruelty, unlawful discrimination, other unlawful act(s), or that impedes the efficient and effective operation of the school district, the employee may be subject to disciplinary action.

<u>THIRD PARTY SOCIAL MEDIA ACCOUNTS</u>

Third party social media accounts are not operated or controlled by the School District. These accounts are privately created and maintained and are not actively monitored by the District.

Third party social media accounts may *not* use the School District's logo, unless given express written permission by the Superintendent.

The School District encourages the operators of all third-party social media accounts to be good-faith ambassadors of the school district, and to operate these private social media accounts in a manner that represents the School District in a positive light.

<u>Consequences for Violation of this policy</u>

Employees that violate this policy may be subject to disciplinary action, up to and including dismissal.

Adoption Date: **____________, 2026**
Revision Date:
Review Date:
Cross Reference:

ATTACHMENT #34

WARREN COUNTY SCHOOL DISTRICT	SECTION 7000

7200 EMPLOYEE RESPONSIBILITIES

7231 Employee Use of Electronic Devices

I. Purpose and Definitions

The Board recognizes that electronic devices are useful to many employees and may assist in executing their job duties. The Board adopts this policy to establish safe and reasonable guidelines for mobile device use to ensure the safety and security of employees and students.

The Superintendent shall develop procedures to implement this policy and shall delegate to his/her designee(s) the right to enforce this policy.

Personal Electronic Devices shall include any privately owned, portable electronic equipment capable of storing, processing, transmitting, or receiving data, voice, video, or other digital information. This includes, but is not limited to, mobile phones, smartphones, tablets, laptop computers, wearable technology, electronic readers, portable media players, personal gaming devices, and any peripheral accessories with wireless or recording capabilities.

Sensitive Data shall include any student information that includes personally identifiable information, other than directory information, pursuant to the Family Educational Rights and Privacy Act (FERPA) and Board policy 10920, and any employee information that contains a social security number, home address, rate of pay, benefits received, immigration status, and any information not publicly available pursuant to the Pennsylvania Right to Know Law.

Employees may possess and use their personal electronic devices at school and during school related activities subject to the guidelines below.

II. Guidelines

Device Use During the School Day

Employees may use personal electronic devices for educational and instructional purposes during instructional times. However, if the content utilized via the electronic device is not available on the District's network due to content filtering, prior to approval must be obtained by the building administrator.

Nothing in this policy shall affect the ability of employees to use an electronic device because of the employee's urgent health or safety needs, or those of their family, or in the event of an emergency.

The Board prohibits employees from the use of electronic devices to take photographs, or to record audio or video at any time during the school day or at any school sponsored event that is not open to the general public, unless the building administrator has authorized the photograph or recording for educational or instructional purposes by giving written consent.

Acceptable Use

If an employee's electronic device utilizes the District's Internet connection or is connected to any District-owned technology resources, the School District's Acceptable Use Policy applies and is incorporated herein by reference.

Responsible Use

Employees are expected to demonstrate safe, responsible, and professional use of electronic devices during their assigned work responsibilities. At all times, employees should demonstrate digital citizenship, maintain confidentiality, and ensure their device use reflects the professional standards and safety expectations of the District and applicable laws.

Employee Responsibility for Miscellaneous Charges

Employees who require electronic devices to complete their job duties may be supplied with the necessary device(s) by the District at the direction of the Superintendent or his/her designee. Any employee who chooses to utilize their own electronic device during school hours, at school sponsored activities, or to conduct school business assumes full responsibility for any charges that may result from such use.

Protection of Sensitive Data and Information

All employees of the District have obligations under federal law to protect students' personally identifiable information and certain personal employee information from any unauthorized disclosure or release. Employees must comply with all applicable laws and should exercise caution and utilize appropriate security measures such as password protection on their electronic device, to prevent any unauthorized access to sensitive data. No employee shall store sensitive data locally on the hard drive or internal memory of the employee's personal electronic device without superintendent approval.

Upon retirement or termination of employment with the District, access to District e-mail and other technology resources will be promptly terminated unless otherwise authorized in writing by the District for a defined transitional or related purpose.

Loss or Damage to Electronic Devices

Employees are solely responsible for the safe storage of any personal electronic devices that they choose to bring to school. The District shall not be liable or responsible for the loss or damage to any personal electronic devices that an employee brings to school, extra-curricular activities, or to school sponsored events or trips.

Limitation on Technical Support

District information technology staff may not provide technical assistance to employees for their personal electronic devices. However, this policy shall not prohibit District information technology staff from providing general instructions for the configuration of such devices to access or connect to District-owned technology resources.

Reasonable Accommodation

Nothing in this policy shall prohibit employee use of an electronic device if needed as a reasonable accommodation for a disability or a medical necessity.

Penalties for Violations

Use of employee electronic devices in violation of this policy, other Board policies, administrative regulations, and/or state or federal laws will result in discipline, up to and including dismissal. If appropriate, referrals will be made to law enforcement officials.

Development of Administrative Guidelines

The Superintendent or his/her designee may develop administrative guidelines to implement this policy. The Superintendent shall ensure that all employees are made aware of this policy and any administrative guidelines by means of the employee handbook, the District website, or other reasonable means of written notification.

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Revision Date:
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Cross Reference:

Legal: 20 U.S.C. § 1232(g) et seq;
34 CFR Part 99;
65 Pa.C.S.§ 67.101 et seq