

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GN - FNCB GENERAL FUND **Payment Dates: 05/06/2026 - 06/02/2026**

Payment Categories: Regular Checks, Non-negotiable Disbursements, Direct Deposits, Manual Checks, Procurement Cards, Credit Cards
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000044874	05/06/2026	Gerritys	groceries FCS		134.01
0000044875	05/06/2026	Verizon Wireless	Billing period 3/27/26-4/26/26		724.03
0000044876	05/07/2026	AMAZON CAPITAL SERVICES INC	Item for PSSA information		32.73
0000044877	05/07/2026	ESS NORTHEAST LLC	PreK Counts Teacher Assistants		17,231.33
0000044878	05/07/2026	Gerritys	sympathy arrangement		109.99
0000044879	05/07/2026	KEYSTONE VALLEY TRANSPORTATION LLC	March Van Payment		102,129.05
0000044880	05/08/2026	Commonwealth of Pennsylvania Clean Water Fund	NPDES Permits		200.00
0000044881	05/08/2026	Luzerne County Clean Water Fund	NPDES permits		500.00
0000044882	05/08/2026	Luzerne Conservation District	Review Fee/Land development		3,150.00
0000044883	05/11/2026	AMAZON CAPITAL SERVICES INC	Supplies for AS Classroom and OT		195.17
0000044884	05/11/2026	UGI Energy Services Inc.	St. Mary's Road 3/18/26-4/16/26	1st & Colley St -3/18/26-4/16/26	3,079.82
0000044885	05/12/2026	ARTHUR L BOBBUINE	Hours worked 4/20/26-5/1/26		113.75
0000044886	05/12/2026	JAMES HOFFMAN	Hours worked 4/20/26-5/1/26		236.25
0000044887	05/12/2026	Alissa McMickens	Hours worked 4/20/26-5/1/26		70.00
0000044888	05/12/2026	STEPHEN L MOORE	Hours worked 4/20/26-5/1/26		245.00
0000044889	05/12/2026	Pennsylvania-American	10 1st Street 4/2/26-5/1/26	99 Lee Park Ave 4/2/26-5/1/26	429.09
0000044890	05/12/2026	Primo Brands	Water/Office		44.60
0000044891	05/12/2026	ROBERT E RYZNER SR	Hours worked 4/20/26-5/1/26		245.00
0000044892	05/12/2026	School Business Consultants, LLC	Management service fee/4-30-2026	Zoom subscription 5/5/26-6/4/26	7,595.40
0000044893	05/12/2026	David J. Shipula	Hours worked 4/20/26-5/1/26		105.00
0000044894	05/12/2026	Speech Innovations LLC	Speech Therapy 4/6/26-5/1/26		7,000.00
0000044895	05/12/2026	UGI Utilities Inc.	High School 3/27/26-4/27/26	High School 3/28/26-4/27/26	3,572.91

* - Non-Negotiable Disbursement + - Procurement Card Non-Negotiable # - Payable within Payment P - Prenote D - Direct Deposit C - Credit Card ^ - Virtual Payment

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Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000044896	05/12/2026	Verizon	Lyndwood Elementary	Lee Park Fax	199.90
0000044897	05/12/2026	Jason Zagropski	Hours worked 4/20/26-5/1/26		262.50
0000044898	05/13/2026	AMAZON CAPITAL SERVICES INC	Nursing Department Supplies K-12		535.11
0000044899	05/13/2026	Clearly	telephone service for district #813806		708.93
0000044900	05/13/2026	Hanover Twp. Treasurer	Building permits		443,722.76
0000044901	05/13/2026	Home Depot Credit Services	saw, charger, drill bits, nails		641.56
0000044902	05/13/2026	UGI Utilities Inc.	10 1st Street 3/27/26-4/27/26	80 W St Marys Rd 3/27/26-4/27/26	8,386.51
0000044903	05/14/2026	AMAZON CAPITAL SERVICES INC	Memorial Science Items		237.71
0000044904	05/15/2026	PP&L	91 Lee Park Ave 3/27/26-4/30/26	Corner Lee Park/Regent 3/27/26-4/28/26	2,739.39
0000044905	05/15/2026	Reserve Account	Replenish Postage 34116780		2,500.00
0000044906	05/15/2026	Pennsylvania-American	81 Lee Park Ave-3/7/26-4/7/26	99 Lee Park Ave 3/3/26-4/1/26	1,007.11
0000044907	05/15/2026	UGI Utilities Inc.	St. Mary's Road 3/18/26-4/16/26		123.16
0000044908	05/18/2026	NEPA-SD Health Trust	Recourse Fiduciary Liability Insurance		50.00
0000044909	05/18/2026	The Snack Shack	Memorial Reward Party Math Challenges		278.15
0000044910	05/19/2026	AFLAC	April premium		2,611.99
0000044911	05/19/2026	AMAZON CAPITAL SERVICES INC	office supplies --Principal Sipper	Computer monitor and wall mount	858.28
0000044912	05/19/2026	CM Regent LLC	Sun Life/April 26	Cobra/Collection Invoice	2,484.89
0000044913	05/19/2026	Dyller & Solomon, LLC IOLTA	Professional Services		0.00
0000044914	05/19/2026	Liberty Mutual Insurance	Builder's Risk Insurance		7,988.80
0000044915	05/19/2026	NEPA-SD Health Trust	Medical-Highmark	Dental-United Concordia	464,240.41
0000044916	05/19/2026	Penteledata	Dark Fiber Transport B4888141		597.90
0000044917	05/19/2026	NEW YORK LIFE	Insurance Premium		2,538.25

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FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GN - FNCB GENERAL FUND Payment Dates: 05/06/2026 - 06/02/2026

Payment Categories: Regular Checks, Non-negotiable Disbursements, Direct Deposits, Manual Checks, Procurement Cards, Credit Cards

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Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000044918	05/20/2026	APPLE TREE EDUCATIONAL ASSOCIATES	Evaluation Reports for students		2,600.00
0000044919	05/20/2026	Pennsylvania-American	High School 4/10/26-5/8/26	81 Lee Park Ave-4/8/26-5/7/26	4,792.28
0000044920	05/21/2026	MARGARET DURKIN	Trauma Social Work Services April 2026		1,863.00
0000044921	05/21/2026	UGI Utilities Inc.	Downing St. monument-4/17/26-5/15/26		25.85
0000044922	05/21/2026	H-A TRANSPORTATION LLC	May Bus Payment		175,615.61
0000044923	05/22/2026	Gerritys	groceries FCS		315.47
0000044924	05/22/2026	Michaelina Trapani	Reimbursement/Band Performance		580.00
0000044925	05/22/2026	UMB BANK NA	administrative fees 5/1/25-4/30/26		568.33
0000044926	05/22/2026	WVSA	50 New Commerce Blvd/2nd Quarter 2026	High School/2nd Quarter 2026	9,023.62
0000044927	05/26/2026	KEVIN R BADMAN	Hours worked 5/4/26-5/15/26		157.50
0000044928	05/26/2026	ARTHUR L BOBBUINE	Hours worked 5/4/26-5/15/26		218.75
0000044929	05/26/2026	FRANCIS THOMAS COLLIS	Hours worked 5/4/26-5/15/26		122.50
0000044930	05/26/2026	JAMES HOFFMAN	Hours worked 5/4/26-5/15/26		682.50
0000044931	05/26/2026	CHRISTOPHER JONES	Hours worked 5/4/26-5/15/26		402.50
0000044932	05/26/2026	Alissa McMickens	Hours worked 5/4/26-5/15/26		70.00
0000044933	05/26/2026	STEPHEN L MOORE	Hours worked 5/4/26-5/15/26		840.00
0000044934	05/26/2026	ROBERT E RYZNER SR	Hours worked 5/4/26-5/15/26		831.25
0000044935	05/26/2026	David J. Shipula	Hours worked 5/4/26-5/15/26		218.75
0000044936	05/26/2026	Jason Zagropski	Hours worked 5/4/26-5/15/26		332.50
0000044937	05/27/2026	Luzerne County Sheriff's Department	PJs for Paws fundraiser		639.00
0000044938	05/27/2026	UGI Energy Services Inc.	High School 4/1/26-4/30/26	High School track & field 4/17/26-5/15/26	10,533.63
0000044939	05/27/2026	Verizon Wireless	Billing period 4/18/26-5/17/26		18.52

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Bank Account: GN - FNCB GENERAL FUND Payment Dates: 05/06/2026 - 06/02/2026

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000044940	05/28/2026	AMAZON CAPITAL SERVICES INC	Replacement cutting pad for Office trimmer		19.49
0000044941	05/28/2026	PIAA District 2	PIAA D2 Track and Field Championships @ Scranton High School		216.00
0000044942	05/29/2026	UGI Utilities Inc.	50 New Commerce Blvd-4/1/26-4/30/26	High School 4/1/26-4/30/26	8,466.70
0000044943	06/01/2026	UGI Energy Services Inc.	1st & Colley St -4/17/26-5/16/26	St. Mary's Road 4/17/26-5/15/26	2,760.90
0000044944	06/01/2026	Gerritys	flowers for Graduation Stage		609.99
0000044945	06/01/2026	PACE Transportation	March Van Payment		67,876.30
0000044946	06/01/2026	RELIABLE TRANSPORTATION	February Van Payment		13,619.40
0000044947	06/02/2026	UGI Utilities Inc.	50 New Commerce Blvd-4/28/26-5/27/26	Alta Road 4/28/26-5/27/26	55.15

10 - GENERAL FUND	1,393,931.93
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Grand Total All Funds **1,393,931.93**

Grand Total Credit Cards	0.00
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Grand Total Direct Deposits	0.00
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Grand Total Manual Checks (44,472.50)

Grand Total Other Disbursement Non-negotiables	0.00
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Grand Total Procurement Card Other Disbursement Non-negotiables	0.00
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Grand Total Regular Checks **1,438,404.43**

Grand Total Virtual Payments	0.00
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Grand Total All Payments	1,393,931.93
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Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000044948	06/03/2026	Auto Zone	motor oil and carb cleaner		90.21
0000044949	06/03/2026	Belmont Behavioral Hospital	Student placed at hospital		6,175.00
0000044950	06/03/2026	Best Plumbing Specialties Inc.	sink stems and gaskets		160.08
0000044951	06/03/2026	Biros Utilities Inc.	portable restrooms		570.00
0000044952	06/03/2026	Box Out Bullying	Parent & Family Engagement Workshop		990.00
0000044953	06/03/2026	Alexandria Briggs-Reichart	reimburse Mrs. B--R for Play purchases		509.77
0000044954	06/03/2026	Battaglie's Sporting Goods	PIAA D2 Baseballs for Playoffs		196.00
0000044955	06/03/2026	Builders' Supply Co.	cement for repair of lee park sidewalk		52.20
0000044956	06/03/2026	BUTTON OIL COMPANY	Fuel Payment		50,673.87
0000044957	06/03/2026	Carl Daubert	Reimburse to booster club for 2 discus, 2 shot put, and 1 javelin.	Reimbursement for two hotel rooms for Track and Field State Championships	1,880.03
0000044958	06/03/2026	Chester County Intermediate Unit	Tuition and service coordination		4,025.28
0000044959	06/03/2026	Children's Service Center	Tuition for students attending out of the district		9,900.00
0000044960	06/03/2026	April Cipriani	postage reimbursement		31.20
0000044961	06/03/2026	Citizen's Voice	Legal Notices/4-2026		101.08
0000044962	06/03/2026	CIT	District Copiers/Konica	District Copiers #49223039	5,828.81
0000044963	06/03/2026	C-K Alarm Systems	alarm monitoring for modular		78.00
0000044964	06/03/2026	COOPER ELECTRIC	light bulbs for district		183.15
0000044965	06/03/2026	Dailey Resources Ltd.	Oxygen Tank Rental		102.00
0000044966	06/03/2026	Bryan Finn	mileage reimbursement 3/23/26-5/4/26		48.58
0000044967	06/03/2026	Brittany Driscoll Hernandez	mileage reimbursement 4/8/26-5/21/26		31.32
0000044968	06/03/2026	Brandon Holmgren	Notary Service		11.00

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EXHIBIT - F - 2

FUND ACCOUNTING PAYMENT SUMMARY

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Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000044969	06/03/2026	Daphne Pugh	PreK Counts Grantee Meeting		632.99
0000044970	06/03/2026	Alexis Rupert	reimbursement/Teacher Appreciation Week		100.00
0000044971	06/03/2026	BRIANA WILLIAMS	mileage reimbursement 4/1/26-4/30/26		26.90
0000044972	06/03/2026	CHERYL A ZAPOTOSKI	sympathy arrangement reimbursement		50.00
0000044973	06/03/2026	Decker Equipment	bathroom locks and state flag		458.60
0000044974	06/03/2026	Dyller & Solomon, LLC IOLTA	Professional Services		44,472.50
0000044975	06/03/2026	EduConsult Consulting	2026 Consulting Grant Services		8,333.33
0000044976	06/03/2026	Ehrlich	pest control contract throughout the district		705.84
0000044977	06/03/2026	ELITE EDUCATIONAL & THERAPEUTIC SUPPORT SERVICE	Independent Evaluation		5,500.00
0000044978	06/03/2026	Fox Ledge Inc.	Elementary Schools	High School/Nurse	295.25
0000044979	06/03/2026	Government Consulting Strategies LLC	Contract payment/5-2026		3,000.00
0000044980	06/03/2026	Hanover Area School District	Teacher's Appreciation Breakfast	teachers lunch	1,783.92
0000044981	06/03/2026	Hanover Nursery	diamond tex for baseball field		2,300.00
0000044982	06/03/2026	H-A TRANSPORTATION LLC	Track Transportation	Baseball Transportation	8,694.23
0000044983	06/03/2026	JAMES HOFFMAN	DOT physical reimbursement		80.00
0000044984	06/03/2026	ISTE+ASCD	Print Pro Membership		299.00
0000044985	06/03/2026	Johnson Lambe Co.	Sport Disinfectant Spray for Shoulder pads	Football Ball Bag	381.00
0000044986	06/03/2026	JOYCE CARMODY & MORAN P.C.	Professional Services 4/2026		895.00
0000044987	06/03/2026	Keystone Behavior Services	Tuition and related services for students attending outside of the district		17,680.00
0000044988	06/03/2026	Kim Franks	Reimbursment for Unified Track and Field Team Home Event		235.90

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Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000044989	06/03/2026	King Spry Herman Freund & Faul	Special Ed consultation with attorney		2,965.50
0000044990	06/03/2026	Konopinski Inc.	lawn equipment service		845.20
0000044991	06/03/2026	LUZERNE INTERMEDIATE UNIT 18	Special Education Contracted Services 25-26		71,528.12
0000044992	06/03/2026	Main Hardware	maint. supplies		882.53
0000044993	06/03/2026	Mechanical Service Company	generator repair		434.95
0000044994	06/03/2026	Minuteman Press	Window envelopes #28676		212.32
0000044995	06/03/2026	New Story LLC	Tuition for students attending out of the district		10,229.00
0000044996	06/03/2026	Notable, Inc. (Kami)	Kami for Jr/Sr HS -includes PD, translation and audio.		3,939.00
0000044997	06/03/2026	PASBO	Membership #590221		400.00
0000044998	06/03/2026	Pathway To Recovery	Opioid Programming K-12 Pathways To Recovery 2025-2026		10,230.00
0000044999	06/03/2026	Devin Senk	mileage reimbursement 2/25/26-4/24/26		12.91
0000045000	06/03/2026	Susan Isopi	mileage reimbursement 4/20/26-5/14/26		200.83
0000045001	06/03/2026	Pearson Clinical Assessment	Testing material for Bryan Finn		1,242.29
0000045002	06/03/2026	Pennsylvania Paper & Supply Co	Floor scrubber for HS	house keeping supplies	25,085.06
0000045003	06/03/2026	Pennsylvania Institute of CPAs	PICPA Membership		500.00
0000045004	06/03/2026	PIONEER ATHLETICS	quick dry and infield conditioner		1,800.03
0000045005	06/03/2026	PLD Associates	trouble shooting and repair to HS AHU-5	Lee Park water leak repair	7,159.54
0000045006	06/03/2026	Pennsylvania Principals Association	Beth Connelly Principal Membership		605.00
0000045007	06/03/2026	Terry Schnee	Reimbursement for PBIS Item		25.00
0000045008	06/03/2026	Sherwin Williams Company	service of 3 paint sprayers for athletic fields		1,868.48
0000045009	06/03/2026	S. J. Pulver Trucking	plow maint.		747.08

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0000045010	06/03/2026	Skiro's Lawn And Garden Center	grounds material for landscaping		4,019.29
0000045011	06/03/2026	Slusser Law Firm	Professional Services 5/2026		4,481.22
0000045012	06/03/2026	SMART SOURCE	General Fund Checks		377.19
0000045013	06/03/2026	SPECIALIZED EDUCATION OF PENNSYLVANIA INC.	Tuition and related services for students out of the district/Classrooms		184,030.09
0000045014	06/03/2026	Steve Shannon Tire & Auto Ctrs	battery for forklift		182.00
0000045015	06/03/2026	Sydenstricker Nobbe Partners	grounds equipment and equipment repair		593.42
0000045016	06/03/2026	TK ELEVATOR CORPORATION	elevator maint plan for HS and MEM		573.88
0000045017	06/03/2026	UniFirst	mops mats uniforms for district		1,194.71
0000045018	06/03/2026	Valley Power Equipment	grounds equipment		214.17
0000045019	06/03/2026	Waste Reduction Recycling & Transfer Inc.	garbage hauling for district april 2026		3,988.95
0000045020	06/03/2026	Western PA School	Special Transportation		900.00
0000045021	06/03/2026	Wet Paint Printing & Design	Banner for Girls' Wrestling 100 wins		360.00
0000045022	06/03/2026	Wilkes-Barre Area Career Cent	2025-26 Membership payment		141,174.00

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10 - GENERAL FUND	660,563.80
Grand Total All Funds	660,563.80
Grand Total Credit Cards	0.00
Grand Total Direct Deposits	0.00
Grand Total Manual Checks	0.00
Grand Total Other Disbursement Non-negotiables	0.00
Grand Total Procurement Card Other Disbursement Non-negotiables	0.00
Grand Total Regular Checks	660,563.80
Grand Total Virtual Payments	0.00
Grand Total All Payments	660,563.80

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Partial Agreement

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

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

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

The School District will be billed on a monthly basis at the cost of \$199.00 per student per day for the time the youth is enrolled in the Milford E. Barnes Jr. School – Partial Hospitalization Program. The term of this agreement is effective the first day of the 2026/2027 school year and ending the last day of the 2026/2027 school year, including Extended School Year (ESY) if eligible with appropriate ESY billing rate. (\$105.00/day.)

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

Crisis based hospital diversion referrals will be first admitted to Milford E. Barnes, Jr. /PHS, and then the school liaison contacted to notify them of the admission. The designated liaison/contact person for the School District is Mr. Daniel Malloy (if this is not current, please contact Ms. Summer Krochta at (570) 825-6425 Ext. 7522, with the current designated school liaison for your district.)

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

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

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

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

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

Christopher Boyle – President/CEO
The Children's Service Center of Wyoming Valley, Inc.

Date: _____

Mr. Daniel Malloy
Hanover Area School District

Date: _____

cc: Lindsay Bower – Education Director; Ms. Summer Krochta – VP of Programs; Ms. Shari Vivian – Chief Financial Officer



Therapeutic Educational Agreement (TEP)

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

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

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

The School District will be billed on a monthly basis at the cost of \$199.00 per student per day for the time the youth is enrolled in the Milford E. Barnes Jr. School. The term of this agreement is effective on the first day of the 2026/2027 school year and ending the last day of the 2026/2027 school year including Extended School Year (ESY) if eligible with appropriate ESY billing rate. (\$105.00/day.)

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

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

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

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

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

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

Mr. Christopher Boyle – President/CEO
Children's Service Center of Wyoming Valley, Inc.

Date: _____

Dr. Daniel Malloy
Northwest Area School District

Date: _____

cc: Lindsay Bower – Education Director; Ms. Summer Krochta – VP of Programs; Ms. Shari Vivian – Chief Financial Officer

APPENDIX A

The Children's Service Center of Wyoming Valley, Inc.

335 South Franklin Street

Wilkes-Barre, PA 18702

Phone: (570) 825-6425 Fax: (570) 970-9960

Email: kfoose@e-csc.org

Website: <http://www.cscwv.org>

Business Associate Agreement to Maintain Confidential Protected Health Information

WHEREAS Hanover Area School District (hereinafter "Contractor") and The Children's Service Center of Wyoming Valley, Inc. (hereinafter "Agency") entered into an Agreement dated July 1, 2026, for the provision of maintaining confidential protected health information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Hanover Area School District
Contractor

By: _____

Title: _____

Children's Service Center of Wyoming Valley
Agency

By: _____

Kathryn Foose
Director of Human Resources



Dr. Anthony Grieco
Executive Director

Luzerne Intermediate Unit

368 Tioga Avenue
Kingston, PA 18704-5117

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

EXHIBIT - F - 4

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

Jennifer Runquist
Behavioral Health

Elizabeth Krokos
Assistant to the Executive
Director for Student Services

Tara Pisano
Business Manager

Joseph DeLucca
Administrative Services

Ty Yost
Assistant to the Executive
Director for District Services

Nicholas Audi
Human Resources
and Policy

Partial Agreement 2026-2027 School Year

This agreement is entered into between the Luzerne Intermediate Unit and the Hanover Area School District for Partial Hospitalization Therapeutic services.

Hours:

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

Scope of Work:

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

Payments:

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

Termination:

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

Signed and Agreed:

Luzerne Intermediate Unit #18

Hanover Area School District

Date

Date

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

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made this fifteenth day of May, 2026 between **HANOVER AREA SCHOOL DISTRICT** of Hanover Township, Pennsylvania (“District”) and **LUZERNE INTERMEDIATE UNIT NO. 18** of 368 Tioga Avenue, Kingston, Pennsylvania (“IU”). In consideration of the promises and covenants contained in this agreement, and intending to be legally bound, the parties agree as follows:

Responsibility of the IU

1. During the 2026-2027 school year, as determined by the school calendar adopted by the Board of Directors of the District, the IU shall provide and operate the programs and services enumerated in “Schedule A” attached hereto. For purposes of this agreement, the phrase “programs and services” shall mean the following:

a. Professional or paraprofessional staff in such numbers and with such certification, licensure, or training as is required to implement this agreement in accordance with all applicable provisions of state and federal law in effect on the above date;

b. Supervision, administration, classroom management, and evaluation of all professional and paraprofessional staff used to implement this agreement;

c. Provision of such supplies, equipment, and material, including furniture and assistive technology, as is necessary to implement this agreement and for which the IU incurs or has incurred actual costs, including rental costs, provided, however, that supplies, equipment, and materials that are used exclusively by one student and are not essential to the general operation of the program or service shall remain the responsibility of the district in which the student resides.

d. Curriculum development and provision of such in-service programs, training, and mentor programs to IU staff as the IU deems necessary to implement this agreement in accordance with state and federal law and the terms of any applicable labor agreements to which the IU is party;

e. Administrative and clerical support services from departments or programs within the IU other than the special education department, when required in the judgment of the IU for the effective and efficient implementation of this agreement, provided, however, that any portion of the unit cost for any program or service attributable to such administrative or clerical support services shall be equal to the applicable indirect cost rate, if any, established by state or federal law in effect on the above date;

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

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

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

3. On or before July 1, 2026, and annually thereafter on or before May 15 for each ensuing year that the parties renew this agreement, the IU shall establish and shall notify the District in writing of the unit cost of each program or service enumerated in or added to Schedule A for the ensuing year. The IU shall base the unit cost for a program or service on the actual cost that the IU estimates it will incur to provide the program or service in accordance with paragraph 1 during the term of this agreement or any renewal year. These estimated unit costs shall be incorporated into Schedule A and shall thereby be incorporated into this agreement. For purposes of this agreement, the term "unit cost" shall mean:

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

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

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

5. The District shall pay the Intermediate Unit the amounts specified on the billing statements. The billing schedule shall consist of a yearly amount payable in 12 equal monthly payments, payable on the first day of each month beginning with July 1, 2026.

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

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

Responsibilities of the District

8. On or before **March 31, 2027**, the District shall identify those programs and services that the IU will operate in accordance with this agreement. This commitment shall be reflected in Schedule A and shall become part of this agreement. For any renewal year, the District shall commit, in the form of a revised Schedule A, on or before the **March 31** immediately preceding renewal. The revised Schedule A shall become a part of this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MDE and IEP Responsibilities

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

Duration, Renewal, and Termination of Agreement

14. This agreement shall take effect on July 1, 2026, and shall remain in full force and effect, subject to adjustments in accordance with paragraphs 4 through June 30, 2027.

15. This agreement shall renew automatically for one year commencing July 1, 2026, and from year to year thereafter, unless the IU receives written notice of non-renewal on or before the **March 31** immediately preceding the renewal year. If the district fails to provide timely notice of non-renewal in accordance with this paragraph, this agreement shall renew, at the option of the IU, for the ensuing year beginning July 1 and shall terminate effective June 30 of the next year.

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

Liability

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

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

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

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

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

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

LUZERNE INTERMEDIATE UNIT NO.18
SIGN BELOW

Attest: _____ by: _____

LIU 18 Secretary of the Board

LIU 18 Board President

HANOVER AREA SCHOOL DISTRICT
SIGN BELOW

Attest: _____ by: _____

School District Secretary of the Board

School District Board President

**CONTRACTED PROFESSIONAL SERVICES PROVIDED BY
THE LUZERNE INTERMEDIATE UNIT TO:
HANOVER AREA**

INSTRUCTIONAL COSTS:

EST. ADM'S

Autistic Support	1.00	at	\$ 27,534.00	each =	\$27,534.00
Emotional Support	-	at	-	each =	-
	-	at	-	each =	-
Life Skills	4.00	at	23,560.00	each =	94,240.00
Multi-Handicapped	3.00	at	31,229.00	each =	93,687.00

Students

Learning Support at Wilkes-Barre Voc-Tech	-	at	-	each =	-
---	---	----	---	--------	---

TOTAL INSTRUCTIONAL COSTS

\$215,461.00

SUPPORT SERVICE COST:

Account 2400 Health Services:	# Students				
Nursing Costs - Basic Fee	21.00	at	925.00	each =	19,425.00
Nursing Costs - IEP Students	-	at	7,584.00	each =	-

Hours

Occupational Therapy	173.00	at	111.00	hour =	19,203.00
Hearing Impaired (Itinerant)	77.50	at	179.00	hour =	13,872.50
Visually Impaired (Itinerant)	184.50	at	207.00	hour =	38,191.50
Speech Support for Special Education Students in Luzerne Intermediate Unit Classes	224.50	at	129.00	hour =	28,960.50

Account 2100 Pupil Personnel Services:					
Physical Therapy	329.20	at	\$189.00	qday =	62,218.80
Social Work Services	48.00	at	\$146.00	qday =	7,008.00

Account 2300: Supervision *

-

TOTAL SUPPORT SERVICES COST

188,879.30

GRAND TOTAL

\$404,340.30

These classroom costs are based on 2025-2026 student totals as of 4-7-26. These itinerant costs are based on 2025-2026 student totals as of 4-23-26. A final reconciliation will be based on actual 2026-2027 numbers as per contract.

These costs are to be paid to the Luzerne Intermediate Unit in 12 equal payments; each payment due the first of each month beginning July 1, 2026.

A. Proposer Information

i. Proposer Contact:

Spotts Brothers Inc.
Steven Spotts
steve@spottsbros.com
(570)640-6022
1327 Long Run Rd.
Schuylkill Haven PA 17972

ii. Company Narrative

Spotts Brothers was founded in 1974 and incorporated in 1976, by William and Glenn Spotts. In 2010, Steven Spotts began his first solar project with the company. In 2020 Steven purchased the business from his father and uncle and became acting president. A comprehensive project list will be provided at the back of this section. We began installing Solar photovoltaics in 2010, with our first project completed in early 2011. Our in-house capabilities are extensive both within our solar energy vertical and outside it. We have a very experienced and diversified workforce with high employee retention rates and long tenures, which translates to experience and quality. We pride ourselves in completing as much of the project scope in-house as possible. We've invested in a pile driver and drill rig so we can self-perform all foundation work on ground mount projects. We've invested in excavators and skid steers so we can self-perform electrical trenching when it's needed. We've self-performed steel work on canopy projects, ground mounts, and have extensive in-house experience with solar racking systems. We have staff on payroll that have tied re-bar and poured concrete on everything from complex spread footings for canopy projects to basic inverter pads. As a general contractor we are Firestone/Elevate Certified as well as Carlisle Certified for commercial roofing. We have received at least 15 consecutive annual awards for being in the top 1% of installers for quality with Firestone/Elevate. Our roofing certifications allow us to over-tape seams and re-certify roofs without having to coordinate with a 3rd party roofing entity, we can go straight to the manufacturer. The high level of experience in our office as a General Contractor also means if a project has anything outside a basic scope, we've likely have manpower in the company that has the experience to complete the task in-house. Since 2010, as a Solar EPC, we have completed 58 projects, ALL in Pennsylvania. 4 of the 58 were residential and 2 were inverter replacements. We haven't worked on a residential solar project for more than 10 years. A comprehensive list of solar projects is attached within this proposal in excel format. We pride ourselves on our commitment to providing the best functioning systems for clients while protecting them from current market and legal volatility. We have invested in a third party tax specialist to help navigate FEOC and Domestic content concerns to ensure our clients are protected and have options to build the best system possible.

iii. Owners and Managers

Steven M. Spotts - President

Steven has a Bachelor of Science Degree in Finance from the Penn State University Smeal College of Business, is a NABCEP Certified PV Installer, and the current President and CEO of Spotts Brothers, Inc. Steven began working for the family business over his summers in the late 90's on commercial roofs and has been exposed to construction and technology his whole life. In 2010, Steven began his solar energy education with Solar Energy International in Colorado and has accrued several hundred hours of training and thousands of hours on solar sites over the last 15 years.

iii. Continued

Alex Chivinski - Project Manager

Mr. Chivinski joined the Spotts Brothers Solar Team in 2013. With a four-year management degree from Penn State and a strong family background in construction, Alex has been immersed in building things most of his life. Over the past 13 years, he's gained hands-on experience in all aspects of our solar projects. In the past three years, Alex transitioned into the office, where he now leads project management and system design, bringing both field expertise and strategic oversight to every solar project.

Ryan Swartz - Master Electrician

Mr. Swartz is a Master Electrician of 28 years and owns his own business, RJS Electrical. RJS is one of very few subcontractors on most projects. Ryan began working with the Spotts Team in 2011 when he met Steven on a site at the DEP District office in California, PA

Project Responsibilities

Finance and Legal - Steven Spotts and Stephen Russial

Project Manager, Interconnection, Permits – Alex Chivinski

Design & Procurement - Steven Spotts and Alex Chivinski

Onsite Contact and Inspections - Ryan Swartz

O&M - Steven Spotts and Alex Chivinski

iv. Spotts Brothers Currently employs 26 full time employees all in Pennsylvania

v. Business Revenues: 2022=\$10.8million, 2023=\$12.1m, 2024=\$13.6m, 2025=\$10.6m

vi. NABCEP Certification - Steven Spotts - PV Installation Professional - Certification # PV-041115-011538

vii. PA Contractor License # PA013165

viii. Insurance - See attached COI within this proposal

ix. Prevailing wage:

We have extensive experience working under the Davis-Bacon Act and Pennsylvania State prevailing wage requirements, ensuring full compliance with all labor standards and reporting obligations. In a typical year, more than 80% of our field payroll is tied to prevailing wage projects. This has helped with employee retention and keeping an experienced and highly skilled workforce. Our team is well-versed in certified payroll processes, wage classifications, and documentation, making us a reliable partner for public and government-funded solar installations.

x. Apprentices:

Though we currently do not have an apprenticeship program we are currently in the process of joining the ABC (Associated Builders and Contractors) apprenticeship program, specifically to support our growing need for qualified metal workers and solar installers.

xi. Safety:

At Spotts Brothers Inc., safety has always been a priority. All employees and subcontractors are required to hold or obtain an OSHA 10 hour card. Ensuring every employee returns home healthy and safe at the end of each day is extremely important to us. We've maintained a strong safety training program for decades. Over the past 10 years, we've invested approximately \$70,000 in safety training through third-party providers and consultants. In the last year and a half, we've also invested over \$36,000 in safety equipment to support our crews in the field, a good percentage of which was fall protection equipment. We can gladly say we've never had an injury on a solar site. Our dedication to safety is further reflected in our workers' compensation experience modification rate (EMR) which has averaged 0.88 over the last 5 years, well below the industry averages for the types of work we perform.

xii. We have never been listed as a debarred contractor

xiii. The Proposer has extensive experience performing public-sector work over several decades, regularly completing work for public school districts, averaging approximately \$4 million annually. This includes direct experience with solar installations on school facilities, as well as currently serving as a subcontractor, doing the full EPC scope for an Energy Service Company (ESCO) on three school projects that have Solar for Schools Grants, totaling approximately 3 MW of capacity.

The Proposer is familiar with the procurement and contracting requirements applicable to public school projects in the Commonwealth. We are committed to strict adherence to all applicable procurement laws, regulations, and bid requirements, including the Commonwealth Procurement Code, School Procurement Code, and the Separations Act of 1913.

The Proposer will maintain thorough and accurate documentation throughout the project, including compliance records, certified payroll (as applicable), and all required reporting, to ensure full transparency and adherence to statutory requirements.

xiv. Never

xv. Never

xvi. Never

xvii. Never

xviii. Spotts Brothers is not a WMDVBE-certified business, though we regularly subcontract to WMDVBE firms on contracts. While we value diversity in our subcontractor relationships, price and qualifications typically guide our selection unless a specific RFP requires WMDVBE participation. Because we self-perform the vast majority of our labor, particularly on solar projects, it's not common for WMDVBE subcontractors to be involved on our solar projects unless there is a specific requirement.

xix. The Proposer has conducted extensive due diligence on Foreign Entity of Concern (FEOC) requirements and the recently enacted federal legislation known as the Big Beautiful Bill. We fully understand the applicable restrictions and are committed to strict compliance with all FEOC regulations.

To support this effort, we have engaged a third-party consulting firm specializing in procurement compliance and supply chain risk management. The founder of this firm previously established one of the largest Solar EPCs in the country and has been directly involved in the procurement of thousands of megawatts of solar equipment. The consultant also advises numerous utility developers and major EPCs, bringing deep industry expertise to the compliance process. The firm provides enhanced guidance on equipment sourcing and evaluates manufacturers based on their ability to demonstrate verifiable compliance with applicable regulations.

This proactive approach ensures that all procured equipment meets current regulatory standards and provides the Owner with confidence in the integrity and compliance of our supply chain.

Exhibit 1.1

Please see team member descriptions previously listed. Additional resumes can provide upon request if proceeding to contract.

Exhibit 1.2 and 1.3

Please see attached Bank Letter and Bonding letter. Tax returns and other Confidential documents can be provided upon request if proceeding to contract.



EXHIBIT 5.2:

The Proposer guarantees that the solar system will produce 100% of the projected Year One energy output as calculated using the designated airport weather file.

If the system produces less than the guaranteed Year One output, the Owner will be compensated for the shortfall at the applicable electricity supply rate. Compensation will be calculated based on the difference between the guaranteed output and the actual measured production over the course of the year.

System performance will be monitored continuously through a real-time monitoring system. Verified data will be used to determine any performance shortfall and the corresponding compensation.

This guarantee applies under normal operating conditions and excludes factors beyond the Proposer's reasonable control, including, but not limited to, severe weather events, utility interruptions, or improper operation and maintenance by the Owner.

f. Proposed EPC Pricing

i. Proposed Construction Budgets:

Domestic		Non Domestic	
Hard Costs		Hard Costs	
Hardware		Hardware	
PV Modules + Warranty	385,000.00	PV Modules + Warranty	425,000.00
Inverter + Warranty	250,000.00	Inverter + Warranty	95,000.00
Racking	167,500.00	Racking	167,500.00
Interconnection	65,000.00	Interconnection	65,000.00
Monitoring System	10,000.00	Monitoring System	10,000.00
Balance of System	200,000.00	Balance of System	200,000.00
Installation		Installation	
Electrical Installation	100,000.00	Electrical Installation	90,000.00
Racking Installation	175,000.00	Racking Installation	175,000.00
Interconnection Installation	10,000.00	Interconnection Installation	10,000.00
Other Installation	0.00	Other Installation	0.00
Hard Cost Contingency	0.00	Hard Cost Contingency	0.00
Subtotal Hard Costs	1,362,500.00	Subtotal Hard Costs	1,237,500.00
Soft Costs		Soft Costs	
Predevelopment	5,000.00	Predevelopment	5,000.00
System Design	10,000.00	System Design	10,000.00
3rd Party Engineering	10,000.00	3rd Party Engineering	10,000.00
Legal	0.00	Legal	0.00
Permits	1,400.00	Permits	1,400.00
Interconnection	1,205.00	Interconnection	1,205.00
District Legal	0.00	District Legal	0.00
Project Management	50,000.00	Project Management	50,000.00
Soft Costs Contingency	0.00	Soft Costs Contingency	0.00
Subtotal Soft Costs	77,605.00	Subtotal Soft Costs	77,605.00
Total Costs	1,440,105.00	Total Costs	1,315,105.00
Total Cost per Watt	1.68	Total Cost per Watt	1.54



g. Financial Performance Estimates

- Pro Forma financial included on the next two pages. Based on airport weather files for the corresponding systems.
- EPC pricing includes optimizers with inverters for the Domestic pricing as we are not aware of a way to meet Domestic Content requirements on a roof mount without using Solar Edge Inverters, which require Solar Edge Optimizers.
- Inverter replacement at year 15 is modeled into the pro forma but does not include optimizer replacements.
- We have consistently seen better reliability out of SMA Inverters over SolarEdge.
- District is in an Energy Community as per the Department of Energy Map and should be eligible for a 10% bonus from the Federal Government as such.
- O&M values modeled in



NON-DOMESTIC CONTENT PRO FORMA

Year	Estimated kWh Production	Electricity Rate (Delivered)	Value of Electricity +	Estimated SREC Production	Value of each SREC	Value of SRECs +	Estimated PPL Rebate +	Solar for Schools Grant	Investment Tax Credit (Fed=40%) +	Maintenance Costs	Estimated Net Cash Flow =
0											\$1,315,015
1	1,028,782	0.07284	\$74,936	1029	\$20.00	\$20,576	\$82,303	\$400,000	\$526,006	\$4,000	\$215,194
2	1,018,494	0.09075	\$92,432	1018	\$20.00	\$20,370				\$4,100	\$106,492
3	1,014,420	0.09438	\$95,745	1014	\$20.00	\$20,288				\$4,203	\$5,338
4	1,010,363	0.09816	\$99,176	1010	\$20.00	\$20,207				\$4,308	\$120,414
5	1,006,321	0.10209	\$102,731	1006	\$20.00	\$20,126				\$4,415	\$238,856
6	1,002,296	0.10617	\$106,413	1002	\$20.00	\$20,046				\$4,526	\$360,789
7	998,287	0.11042	\$110,226	998	\$20.00	\$19,966				\$4,639	\$486,342
8	994,293	0.11483	\$114,177	994	\$20.00	\$19,886				\$4,755	\$615,651
9	990,316	0.11943	\$118,269	990	\$20.00	\$19,806				\$4,874	\$748,852
10	986,355	0.12420	\$122,508	986	\$20.00	\$19,727				\$4,995	\$886,092
11	982,410	0.12917	\$126,899							\$5,120	\$1,007,870
12	978,480	0.13434	\$131,447							\$5,248	\$1,134,068
13	974,566	0.13971	\$136,158							\$5,380	\$1,264,846
14	970,668	0.14530	\$141,037							\$5,514	\$1,400,370
15	966,785	0.15111	\$146,092							\$105,652	\$1,440,810
16	962,918	0.15716	\$151,328							\$9,414	\$1,601,552
17	959,066	0.16344	\$156,752							\$9,649	\$1,767,953
18	955,230	0.16998	\$162,370							\$9,891	\$1,940,214
19	951,409	0.17678	\$168,189							\$10,138	\$2,118,541
20	947,603	0.18385	\$174,217							\$10,391	\$2,303,149
21	943,813	0.19120	\$180,461							\$10,651	\$2,494,261
22	940,038	0.19885	\$186,929							\$10,917	\$2,692,107
23	936,278	0.20681	\$193,628							\$11,190	\$2,896,926
24	932,533	0.21508	\$200,568							\$11,470	\$3,108,964
25	928,802	0.22368	\$207,756							\$11,757	\$3,328,477
26	925,087	0.23263	\$215,202							\$12,051	\$3,555,729
27	921,387	0.24193	\$222,915							\$12,352	\$3,790,996
28	917,701	0.25161	\$230,904							\$12,661	\$4,034,562
29	914,031	0.26168	\$239,180							\$12,977	\$4,286,719
30	910,374	0.27214	\$247,752							\$13,302	\$4,547,773
TOTALS	28,969,106		\$4,656,397			\$200,999					\$4,547,773

Annualize Effective Return (IRR)

23.0%



h. Project Schedule and EPC Payment Terms

- Contract execution is truly on the client, we can turn around bonds in a day or two, we do it all the time. Our legal turn around times are typically 2-3 days on any revisions. We typically stick to an AIA format or similar as it is standardized and most common in public work.
 - we just turned a \$2.6million contract around with an institutional client in 2 weeks.
- Final project design and interconnection applications.
 - typically we can turn this around in 2 weeks or less, from contract as we do interconnection work in house.
 - to note, we would expect PPL to take 9 months on this interconnection review. We would file both a pre-application as well as a full application. The pre-application will tell us if there are other unexpected costs within 30 days typically.
- Equipment lead times will really depend on timing and the market. Domestic content for this project won't require domestic cells, so we'd anticipate total lead times for solar equipment to be about 4 weeks, most of it being available off the shelf, but racking requiring engineering coordination with the manufacturer.
- Protective relays if required by PPL, would likely also add time in addition to interconnection application timelines.
 - We do have a relay in stock.
 - PPL does require we submit relay drawings and they typically put us through 2-3 revisions on drawings as they have never standardized.
- Mechanical Completion along with electrical for us on a site like this is typically 4 weeks, assuming no weather.
- Commissioning, typically takes 1 day.
- Permission to operate varies by utility, but with PPL it's typically 30 days from final inspection.

EXHIBITS 6.1 and 6.2 in attached excel.

i. Maintenance and Service Agreement

The Proposer's standard service agreements are designed to ensure reliable system operation and maximize long-term performance. Typical assumptions and values were incorporated into the Pro Forma financial models; however, we anticipate that systems equipped with power optimizers may require additional service calls, due to the increased number of components that could potentially require attention.

Standard service contracts generally include:

Two annual preventive inspections to verify system operation and identify potential issues
A pre-allocated number of hours for reactive or trouble-call service

Because each client's needs and system configuration may differ, we custom-tailor maintenance contracts to align with their specific operational goals, risk tolerance, and budget. At the client's discretion, the agreement can also be structured on a time-and-material basis rather than a fixed-service package, providing maximum flexibility.

Certain elements, such as the potential need for a protective relay mandated by the utility (e.g., PPL), may influence service requirements. Final contract terms, including included or excluded services, will be determined following further dialogue with the client to ensure that the agreement meets their operational and financial objectives while maintaining regulatory and safety compliance.

j. PROPOSAL SIGNATURE

The proposal, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the Proposer's representations that it has read, understood, and fully accepted each and every provision of this RFP, unless an exception is described above.

Company Name	SPOTT'S BROTHERS INC.
Company Address	1327 LONG RUN RD
Company Federal Tax Identification # XXX	SCHUYLKILL HAVEN, PA 17972
By:	23-2095430



[Name]

[Title]

Telephone #: XXX

Email: XXX

STEVEN SPOTT'S

PRESIDENT

570-385-1047

steve@spottsbrothers.com

6 SELECTION CRITERIA

a. SELECTION COMMITTEE

Proposals in response to this RFP will be evaluated by a Selection Committee of individuals from the District (the "**Committee**").

Proposers may be invited to make a brief oral presentation and be interviewed by the Committee.

b. SELECTION CRITERIA

Selection criteria will include:

- **Overall Quality:** Overall quality of the proposal and understanding of the intent of this Project.
- **Experience:** Proposer's experience and proficiency in PV projects of comparable size and scope, and in contracting with Pennsylvania public schools or other Commonwealth entities or agencies.
- **Implementation Capacity:** Proposer's staff capacity and ability to provide timely, quality design, installation services and long-term operation of the System.
- **Financial Capacity:** The Proposer's financial strength to successfully carry out this Project).
- **Proposed Hardware:** The extent to which the Proposer incorporates high-quality components and offers strong warranties on system components and labor that are compliant with applicable domestic content and FEOC restrictions.



Detailed Layout2

SCORER'S TABLE LOCATION AGREEMENT

EQUIPMENT SPECIFICATIONS

Configuration	Two (2) 8' LED segments
Display Size	16.4' x 2.5' (5m x 0.75m)
Resolution	1920 x 288 pixels.
Power	120v 20A dedicated per segment
Weight	400 lbs. per segment
Control	Novastar TB50 / HDMI / USB



This Scorer's Table Location Agreement ("Agreement") is made as of _____ (the "Effective Date"), by and between American Scoreboards I, LLC, a Florida limited liability company ("Company"), and Hanover Senior High School ("School").

- EQUIPMENT & VENUE** Company shall place one (1) 16-foot LED scorer's table system consisting of two (2) 8-foot LED segments (the "Scorer's Table", or "Equipment") in School's primary competition gymnasium (the "Venue"). School grants Company the right to reasonably access the Venue for installation, operation, management, content display, and removal of the Scorer's Table. School shall be responsible for providing adequate electrical service to support the Scorer's Table (120v 20A dedicated circuit per segment), including any necessary electrical work, wiring, or infrastructure modifications.
- OWNERSHIP** The Scorer's Table shall at all times remain Company's sole and exclusive property. No ownership interest, lien, or security interest is transferred to School.
- TERM** This Agreement commences upon first use of the Scorer's Table at a School athletic event and continues for a term of five (5) years (the "Term"). At the conclusion of the Term, this Agreement shall automatically terminate unless renewed by both Parties, in writing, prior to the conclusion of the Term. The Parties shall meet in good faith no later than twelve (12) months prior to the conclusion of the Term to discuss potential renewal or extension of this Agreement.
- SPONSORSHIP RIGHTS** Company shall have the exclusive right to sell and display sponsorship and advertising content on the Scorer's Table, on any placements directly integrated with or attached to the Scorer's Table, and through any third-party media seller, digital signage provider, or similar advertising platform operating within the Venue (collectively, the "Sponsorship Rights"). During the Term, School shall not permit any third-party company or media seller to sell, place, or operate digital or electronic advertising displays within the Venue without Company's prior written consent. For the avoidance of doubt, the Sponsorship Rights do not restrict School's own ability to sell or display wall banners, floor decals, printed game programs, public address announcements, or other traditional non-digital signage directly and without the involvement of a third-party media company. School is encouraged to refer any interested venue sponsors to Company for placement on the Scorer's Table through the referral process described in Section 5.
- REVENUE & REFERRAL PARTICIPATION** Company retains 100% of sponsorship revenue from the Sponsorship Rights, except for Referred Revenue. "Referred Revenue" means revenue from advertisers first introduced to Company by School through Company's designated referral process, resulting in an executed agreement within six (6) months. School receives 50% of Net Revenue from Referred Revenue. "Net Revenue" means gross sponsorship revenue less (a) sales commissions (not to exceed 20% of gross revenue per transaction), (b) advertising software/platform fees, (c) actual repair and maintenance expenses incurred by the Company to keep the Equipment in good working order, and (d) transaction processing fees. No general overhead or unrelated expenses shall be deducted. Payments are due semi-annually on or before March 1 and September 1, accompanied by a written statement showing the gross revenue, itemized deductions, and net calculation for each Referred Revenue account.
- CONTENT STANDARDS** Company shall not display messaging or advertising that is illegal, age-inappropriate, or reasonably considered controversial or offensive, including adult entertainment, vaping, alcohol, tobacco, and firearms. School may reasonably reject any messaging, advertising, or sponsors, and Company shall comply with applicable School or district policies. If School objects, Company shall remove or modify content within twenty-four (24) hours of notice, and immediately if reasonably possible.
- TERMINATION** (a) Termination for Cause. Either party may terminate this Agreement at any time upon thirty (30) days' written notice if the other party materially breaches this Agreement and fails to cure such breach within the thirty

(30)-day notice period. Material breach by Company includes, without limitation, failure to remove objectionable content as required by Section 6, or failure to make payments when due under Section 5. Material breach by School includes, without limitation, failure to provide reasonable access or cooperation as required by this Agreement. (b) Removal Costs. Upon termination or expiration of this Agreement, Company shall remove the Scorer's Table. Upon termination by Company for cause arising from a material breach by School, School shall reimburse Company for actual, documented shipping, freight, and handling costs to remove and redeploy the unit, not to exceed \$3,000. In all other cases, including expiration of the Term and termination by School for cause, Company shall bear all removal costs.

8. **SPONSOR NON-SOLICITATION** For twelve (12) months following termination or non-renewal (the "Restricted Period"), School shall not, directly or indirectly, solicit, engage, or accept sponsorship revenue, advertising fees, in-kind contributions, or other consideration from any entity that was an active sponsor or advertiser on the Scorer's Table at the time of termination or non-renewal, and that had a then-current executed sponsorship agreement with Company (each, a "Protected Sponsor"), for digital or LED advertising or sponsorship at the Venue. For the avoidance of doubt, this restriction applies only to digital or LED scoreboard-type advertising substantially similar to the Sponsorship Rights and does not limit School's general fundraising, booster activities, banner programs, or relationships with such entities outside digital venue sponsorship.

9. **REPAIRS, MAINTENANCE, DAMAGE, LOSS & INSURANCE** (a) Company Responsibilities. Company shall be responsible for repair or replacement of the Scorer's Table due to manufacturer defect, equipment malfunction, or component failure not caused by School's use or actions. (b) School Responsibilities. School shall exercise reasonable care in the use and storage of the Scorer's Table and shall be responsible for damage or loss arising from School's use of the equipment or caused by School's negligence, misuse, vandalism by third parties while in School's custody, or willful misconduct. This includes, but is not limited to, damage from normal use during athletic events such as impact from balls, equipment, or other game-related contact. School shall include the Scorer's Table under School's property insurance policy covering fire, theft, vandalism, and casualty loss while the equipment is located at the Venue. School shall either process claims through its insurance carrier or reimburse Company for reasonable, documented repair or replacement costs. (c) Depreciation. In no event shall School's liability for damage or loss exceed the depreciated value of the Scorer's Table, calculated on a ten (10)-year straight-line depreciation schedule from the date of installation.

10. **SCHOOL DISPLAY TIME** School shall have the right to display limited non-commercial, school-related content on the Scorer's Table during School athletic events, including school branding, logos, spirit graphics, student recognition, and public service announcements approved by School or its district. The Scorer's Table is designed primarily as an advertising and sponsorship display and is not intended to function as a video scoreboard, game clock, or statistics display. Company shall provide School with reasonable access to submit school-related content for inclusion in the display rotation. School content and Company's sponsored content shall be displayed in a mutually agreed rotation, provided that Company's sponsored content shall comprise no less than eighty percent (80%) of total display time during events.

11. **COOPERATION** School agrees to reasonably cooperate with Company, including providing power during events, identifying a site contact, and keeping the Scorer's Table visible and operational during scheduled athletic events. If either party believes the other is not meeting its obligations under this Agreement, the parties shall first attempt to resolve the matter through good-faith discussion. If the matter is not resolved within thirty (30) days, it shall be subject to the termination-for-cause provisions of Section 7(a).

12. **INDEMNIFICATION** Company shall indemnify, defend, and hold harmless School, its board members, officers, employees, and agents from and against any claims, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to (a) the content displayed on the Scorer's Table, including any intellectual property infringement, defamation, or regulatory violation, or (b) Company's negligent installation, maintenance, or removal of the Scorer's Table. School shall indemnify, defend, and hold harmless Company from and against any claims arising out of School's negligence, willful misconduct, or breach of this Agreement.

13. **DATA PRIVACY & STUDENT PROTECTION** The Scorer's Table and any associated hardware or software shall not collect, store, transmit, or process any personally identifiable information of students, spectators, or other individuals. Company shall not install cameras, microphones, Wi-Fi tracking beacons, Bluetooth sensors, or any other data collection devices on or in connection with the Scorer's Table without the prior written consent of School. Company shall comply with the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA), and all applicable state student data privacy laws.

14. **LIMITATION OF LIABILITY** To the maximum extent permitted by law, neither party shall be liable to the other for indirect, incidental, or consequential damages arising out of this Agreement. Company's aggregate liability shall not exceed sponsorship revenue actually received from the Scorer's Table during the twelve (12) months preceding the claim. School's aggregate liability (excluding indemnification obligations under Section 12) shall not exceed the depreciated value of the Scorer's Table as calculated under Section 9(c).

15. **FORCE MAJEURE** Neither party shall be liable for failure or delay in performing its obligations under this Agreement to the extent caused by events beyond its reasonable control, including but not limited to natural disasters, pandemics, government orders, facility closures, fire, or acts of God. If a force majeure event prevents performance for more than ninety (90) consecutive days, either party may terminate this Agreement without penalty and without triggering the non-solicitation provisions of Section 8.

16. **ASSIGNMENT** Company may assign this Agreement in connection with a financing, sale, or transfer of its business or assets, provided Company gives School thirty (30) days' prior written notice. School may assign only with Company's written consent, not unreasonably withheld. In the event of an assignment by Company, School shall have the right to terminate this Agreement upon sixty (60) days' written notice if School reasonably objects to the assignee.

17. **DISPUTE RESOLUTION** Any dispute arising out of or relating to this Agreement that cannot be resolved through good faith negotiation within thirty (30) days shall be submitted to non-binding mediation before a mutually agreed mediator. The costs of mediation shall be shared equally. If mediation is unsuccessful, either party may pursue any remedy available at law or in equity.

18. **ENTIRE AGREEMENT; GOVERNING LAW** This Agreement constitutes the entire agreement between the parties regarding the Scorer's Table and supersedes all prior discussions. Amendments require a writing signed by both parties. This Agreement is governed by the laws of the State of Pennsylvania.

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

AMERICAN SCOREBOARDS I, LLC

Hanover Senior High School

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____