

June 8, 2026 Regular Board Meeting

Monday, June 8, 2026 7:00 PM

Millville High School, 345 School House Lane, Millville, PA 17846

1. OPENING PROCEDURES

1.A. Pledge of Allegiance

1.B. Board Roll Call

2. GUEST RECOGNITION & COMMENTS

3. SUPERINTENDENT REPORT

3.A. District Updates

4. BUSINESS MANAGER REPORT

4.A. Business Manager's Report

5. APPROVAL OF BOARD MINUTES

5.A. May 18, 2026 - Board Meeting Minutes

6. BUDGET AND FINANCE

6.A. Finance Committee Meeting Minutes - June 3,
2026

6.B. Expenditures

6.C. 2026-2027 Insurance Coverage

6.D. Final 2026-2027 Millville Area School District
Operating Budget

6.E. Homestead / Farmstead Resolution

6.F. Commitment of Budgetary Reserves

6.G. Transfer Funds from General Fund to Capital
Reserve Fund

7. POLICY / GOVERNANCE

7.A. MASD Board Policy Review: 226

7.B. First Reading New MASD Board Policy 226.1:
Metal Detectors

8. ADMINISTRATIVE ITEMS

8.A. Metal Detection & Screening System Project Bid
Award

8.B. CMAVTS 2026-2027 General Operating Budget

8.C. Pen TeleData Internet Service Agreement

9. CURRICULUM / EDUCATIONAL

9.A. IU 17 BLaST CAOLA Agreement 2026-2027

9.B. Approval of Kindergarten Camp

10. BUILDINGS & GROUNDS

10.A. Fire Company Carnival Facility Use - 2026

10.B. Fire Company Access for Facility Use

10.C. Senior Class Parking Lot Painting

10.D. Schneider Electric Change Order

11. PERSONNEL AND ACTIVITIES

11.A. Resignation - Flook

11.B. Resignation - Martone

11.C. Resignation - Confer

11.D. Termination - Employee 1130

11.E. District Tenure

11.F. Appoint Second Shift Custodian

11.G. Appoint Elementary School Head Cook

11.H. Appoint Paraprofessional Substitute

11.I. Appoint Paraprofessional

11.J. Additional ESY - Summer 2026

11.K. 2026 Summer Custodian

11.L. 2026 Summer Student Custodian

11.M. Co-Curricular Personnel 2026-2027

11.M.1. Resignation - B. Fought

11.M.2. Resignation - E. Johnson

11.M.3. Resignation - N. Watson

11.M.4. Resignation - R. Davis

11.M.5. Appoint Junior High Cross Country
Volunteer Coach - S. Sick

11.M.6. Appoint Junior High Cross Country
Volunteer Coach - A. Sick

11.M.7. Appoint Boys Varsity Soccer Head Coach

11.N. MASD Employee Driver Approval

11.O. Volunteer Personnel

12. **ADJOURNMENT**

13. **MEETINGS & CALENDAR**

13.A. Upcoming Meetings

13.B. Most Recent Board Committee Meetings

Whitney Holloway
Business Manager's Report
June 8, 2026

- Continuing to work on the 26/27 Budget
- Processed payroll and all duties associated with payroll
- Completed SBAP Submission for 1Q 2026
- 24/25 Annual Certified Public Expenditure (CPE) submitted to PA SBAP/Sivic Solutions
- CEP Election Submitted to PDE
- April nutrition claims submitted to PDE
- HANDS Renewal Annual Application submitted and received 5% reduction in worker's compensation premium
- Capital Blue Cross Live Healthy Grant submission
- Right to Know Requests
- Annual Safety Committee Training Completed
- Attended CSIU Monthly Meeting
- Attended SVASBO Monthly Meeting
- Attended Finance Committee Meeting

Donations:

- Agriculture Department received a donation of a compost bin from the Columbia County Conservation District valued at \$74

MINUTES OF THE MILLVILLE SCHOOL DISTRICT BOARD MEETING

MONDAY, MAY 18, 2026

The Millville Area School Board held their regular business meeting on Monday, May 18, 2026 in the Millville Jr./Sr. High School Library beginning 7:02 pm. Prior to the meeting, the Board met for an Executive Session to discuss a number of personnel and legal matters.

1. ROLL CALL

The following Board members answered roll call: Alex Cavallini, Matthew Deihl, Michael Farrell, Heather Mausteller, Jonathan Richards, Corey Whitmoyer, and Jessica Whitmoyer.

Also present were Joseph Rasmus (via ZOOM), Superintendent of Schools; Whitney Holloway, Business Manager/Board Secretary; Danielle Fritz, Director of Student Services; Matt Mills, Secondary Principal; Dyson Savage, Director of Technology; and Chelsea Rosenberger, Board Recording Secretary.

2. GUEST RECOGNITION AND COMMENTS

Guests Christopher Sassaman, Klohe Faatz, Kayleen Jenkins, Mike Miguelez, Heidi Brandt, Betsy Riera-Gomez, Ashley Zerby, Cody Zerby, and Heather Cavallini all signed the register.

- Mr. Miguelez addressed the Board regarding the girls' soccer program and assistant coaching recommendations listed on the agenda. He reported that approximately thirty student athletes had already registered for participation and noted optimism regarding program growth and increased participation. He also explained the rationale for multiple assistant coaching recommendations, noting the need to effectively supervise and conduct multiple practice activities simultaneously. He thanked the Board for its support of the program and emphasized his commitment to continued development of the team.
- No additional public comments were offered.

3. SUPERINTENDENT'S REPORT

Curriculum Presentation – i-Ready Mathematics

- Dr. Rasmus participated remotely while attending a federal programs conference. He introduced Shannon Skrocki from Curriculum Associates to provide a presentation regarding the proposed implementation of the i-Ready Classroom Mathematics program for grades 6–8 and Algebra. Dr. Rasmus explained that the district has experienced success utilizing the Curriculum Associates program in grades K–5 and is seeking greater continuity and comprehensive curriculum alignment at the middle school level. He noted that concerns regarding student performance on standardized assessments contributed to the recommendation.
- Shannon Skrocki provided a detailed overview of the program, including the integration of diagnostic assessment and personalized instruction; the use of adaptive assessment

measures; the correlation between i-Ready diagnostic scores and PSSA performance; criterion-referenced and norm-referenced data analysis; student growth tracking and stretch growth goals; teacher instructional supports and small group intervention resources; personalized learning pathways for students; predictive proficiency reporting tools; and ongoing professional development and implementation support for educators. She further discussed the program's alignment to Pennsylvania state standards; the PSSA correlation data; the use of data to differentiate instruction; the intervention and MTSS applications; and teacher supports and instructional groupings within the program.

- Dr. Rasmus noted that implementation at the secondary level would support differentiated instruction during double-period mathematics courses and MTSS intervention blocks. He also highlighted positive elementary growth data since initial implementation of the Curriculum Associates resources.
- Board members thanked Ms. Skrocki for the presentation and indicated additional questions may be addressed prior to final action.

4. ADMINISTRATIVE REPORTS

- Members of the administrative team had previously submitted their reports to the Board for consideration. Mr. Mills wanted to highlight that the boys' baseball team was slated to compete in the first round of playoffs the next day. He also shared that track and field student athlete, Natalie Stanley, recently placed 8th place at her meet.

5. APPROVAL OF BOARD MINUTES

5.1 - April 27, 2026 - Board Meeting Minutes

A motion by Alex Cavallini and second by Heather Mausteller that the Millville Area School Board approve the April 27, 2026 Millville Area School District Board meeting minutes. The motion carried by voice vote. 7 Yea; 0 Nay; 2 Absent

5.2 - May 9, 2026 - Special Board Meeting Minutes

A motion by Heather Mausteller and second by Corey Whitmoyer that the Millville Area School Board approve the May 9, 2026 Millville Area School District Special Board meeting minutes. The motion carried by voice vote. 7 Yea; 0 Nay; 2 Absent

6. BUDGET AND FINANCE

6.2 Monthly Reports

- The monthly financial reports were submitted for the consideration of the Board and no additional questions were asked.

6.3 Expenditures

A motion by Alex Cavallini and second by Heather Mausteller that the Millville Area School Board consider and approve April 28, 2026 through May 18, 2026 general fund expenditures in the amount of \$498,221.33, cafeteria expenditures in the amount of \$30,396.60 and athletic expenditures in the amount of \$1,152.00.

The motion carried by roll call vote. 7 Yes; 0 No; 2 Absent

Postponed Action (6.4 – 6.7)

A motion by Heather Mausteller and second by Michael Farrell that the Millville Area School Board postpone the combined recommended action as presented to the next Board meeting.

- 6.4 - Final 2026-2027 Millville Area School District Operating Budget
 - A motion to consider and approve the Millville Area School District 2026-2027 Final Budget with total expenditures of \$15,995,556 with a millage of 62.1250 mills which is an increase of 3.375% which is less than the maximum Act 1 index of 4.5%.
- 6.5 - Homestead/Farmstead Resolution
 - A motion to consider and approve the 2026-2027 Homestead and Farmstead Exclusion Resolution.
- 6.6 - Commitment of Budgetary Reserves
 - A motion to approve the proposed commitment of budgetary reserves for OPEB funded liabilities in the amount of \$718,690; Uncompensated leave liability in the amount of \$272,973; Future extraordinary assessment from Columbia-Montour Vocational Technical School in the amount of \$300,000; Post Retirement Benefits due to PSERS rates in the amount of \$1,000,000, Future capital improvements in the amount of \$2,500,000 and Technology reserve in the amount of \$1,000,000. All commitment amounts estimated based upon consistent application of past periods methodologies and ratios – final commitment amounts by category to be adjusted and established based upon results of fiscal year-end financial accounting close procedures and financial statement audit.
- 6.7 - Transfer Funds from General Fund to Capital Reserve Fund
 - A motion to consider and approve transferring \$500,000 from the General Fund to the Capital Reserve to cover upcoming projects.

The motion to postpone carried by voice vote. 7 Yea; 0 Nay; 2 Absent

Combined Consent (6.8 – 6.11)

A motion by Alex Cavallini and second by Michael Farrell that the Millville Area School Board consider and approve the combined recommended action as presented.

- 6.8 2026-2027 School Real Estate Tax Collection Due Dates
 - A motion to consider and approve due dates for the 2026-2027 school real estate tax collection period:
 - Real Estate Taxes paid in full on or before August 31, 2026 shall be eligible for a 2% discount of the Real Estate Tax face value amount.
 - Real Estate Taxes paid between September 1 and October 31, 2026 shall be collected at the Real Estate Tax face value amount. Installment payments may be made, without penalty, provided the Real Estate Tax face value amount is paid by the following due dates: August 15, 2026, October 15, 2026 and December 15, 2026. 10% penalty will be applied if the payment is not made by the due dates established above for the 2nd and 3rd installments.
 - Real Estate Taxes paid in full on or after November 1, 2026 shall be subject to a 10% penalty.
 - No personal checks will be accepted after December 15, 2026.
 - Collection dates in this motion may be adjusted to comply with any changes in Pennsylvania state laws enacted after this motion adoption.

- 6.9 School Tax Certifications and School Tax Duplicate Requests
 - A motion to consider and approve charging \$25 (\$10 increase from prior year) per parcel payable to The Millville Area School District for each school tax certification or school tax duplicate bill request for each parcel requested effective July 1, 2026.
- 6.10 Returned Check Fees
 - A motion to consider and approve charging a \$35 fee payable to The Millville Area School District for each check that is returned from the bank.
- 6.11 2026-2027 Depositories
 - A motion to approve the depositories for the 2026-2027 fiscal year: Journey Bank, PSDLAF, First Keystone Community Bank, Bank of New York Mellon, and RBC Capital.

The combined motion carried by roll call vote. 7 Yes; 0 No; 2 Absent

7. ADMINISTRATIVE ITEMS

7.2 New Story Schools Agreement 2026-2027

A motion by Alex Cavallini and second by Jonathan Richards that the Millville Area School Board consider and approve the agreement between Millville Area School District and New Story Schools for 2026-2027 to provide educational and related services for pupils of Millville Area School District, as outlined in the agreement.

The motion carried by roll call vote. 7 Yes; 0 No; 2 Absent

7.3 Officer In Charge Job Description

A motion by Michael Farrell and second by Corey Whitmoyer that the Millville Area School Board consider and approve the new job description for Officer In Charge (1200.34).

The motion carried by roll call vote. 7 Yes; 0 No; 2 Absent

8. CURRICULUM / EDUCATIONAL

8.1 Curricular Excursions & Field Trips

A motion by Alex Cavallini and second by Heather Mausteller that the Millville Area School Board consider and approve the curricular excursions and trips as presented. District will sponsor field trip costs up to the \$20 per student threshold, as indicated in the Millville Area School District Administrative Regulation 121-AR-1: Field Trips, Curricular Excursions, and Community Based Instruction.

- 8.1 A - 2nd Grade to International Harvester Museum - May 26, 2026
- 8.1 B - Senior Class Trip to Knoebels - June 1, 2026

The motion carried by roll call vote. 7 Yes; 0 No; 2 Absent

8.2 Class of 2026 Anticipated Potential Graduates

A motion by Matthew Deihl and second by Michael Farrell that the Millville Area School Board consider and approve accepting the anticipated potential graduates for the Class of 2026.

The motion carried by roll call vote. 7 Yes; 0 No; 2 Absent

8.3 Penn College Articulation Agreement

A motion by Jonathan Richards and second by Matthew Deihl that the Millville Area School Board consider and approve the articulation/pathway agreement between Pennsylvania College of Technology and Millville Area School District whereby Millville Area Junior Senior High School

students successfully completing the Diversified Occupations curriculum can earn college credits and applied toward their degree requirements, as outlined in the agreement. The motion carried by roll call vote. 7 Yes; 0 No; 2 Absent

8.4 Approval of Kindergarten Camp

A motion by Corey Whitmoyer and second by Jonathan Richards that the Millville Area School Board consider and approve the implementation of a Kindergarten Camp in the summer of 2026 to prepare kindergarten students for success in the onset of the 2026-2027 school year, at an approximate cost of \$3,700.

- Mrs. Mausteller asked if the program was budgeted and if not, where the funding would be coming from.
- Mrs. Holloway answered that administration is working to find funding but no, the funding is not included within the budget.
- Dr. Rasmus added that this program was not yet funded but that the Millville Ministerium agreed to take up collections towards the implementation of the program.
- Mrs. Mausteller stated her concern that if the Board approves this before funding is secured, then the district is on the hook for the program.
- Mr. Farrell asked what time of the summer this program would be running.
- Dr. Rasmus answered that the goal is to run the program around the same time as ESY to share some of the costs.

A motion by Heather Mausteller and second by Alex Cavallini that the Millville Area School Board postpone the preceding recommended action the next Board meeting.

- The motion to postpone carried by voice vote. 7 Yea; 0 Nay; 2 Absent

9. BUILDINGS & GROUNDS

9.2 - Propane Fuel Provider

A motion by Heather Mausteller and second by Jonathan Richards that the Millville Area School Board approve Koppy's Propane to provide propane fuel for the District, for the 2026-2027 school year, at the rate of \$1.449 per gallon (from \$1.3490 per gallon in 25-26).

The motion carried by roll call vote. 7 Yes; 0 No; 2 Absent

9.3 - Heaps Container Service, LLC Refuse Removal

A motion by Heather Mausteller and second by Jonathan Richards that the Millville Area School Board consider and approve Heaps Container Service, LLC for refuse removal for the 2026-2027 fiscal year with a bid of \$960 per month (up from \$870) during the school year and \$700 per month during the summer (up from \$630). Additional pickups will be \$50 (up from \$40).

The motion carried by roll call vote. 7 Yes; 0 No; 2 Absent

Combined Consent (9.4 – 9.6)

A motion by Heather Mausteller and second by Matthew Deihl that the Millville Area School Board consider and approve the combined recommended action as presented.

- 9.4 Hemlock Acres Property Owners' Association Facility Use 2026
 - A motion to consider and approve allowing the Hemlock Acres Property Owners' Association to use the High School Cafeteria for their Annual Association Meeting on Saturday, June 6, 2026 from 10:30 am to 1:30 pm. Pending receipt of refundable deposit, per Administrative Regulation AR-707-1.

- 9.5 Softball Field Access Road Project Award
 - A motion to approve awarding the Millville Area School District Softball Field Access Road project to Crone Trucking & Excavating at a total cost of \$6,800.
- 9.6 HS Auditorium Entrance Concrete Repair Project Award
 - A motion to approve awarding the Millville Area School District High School Auditorium Entrance Concrete Repair project to Benton Mobile Concrete, Inc. at a total cost of \$11,500.

The combined motion carried by roll call vote. 7 Yes; 0 No; 2 Absent

9.7 Schneider Electric Change Order

A motion by Corey Whitmoyer and second by Alex Cavallini that the Millville Area School Board postpone the recommended action as presented to the next Board meeting.

- A motion to approve the change order with Schneider Electric to revise the control sequences within the Multi-Stack system to ensure the geothermal and central plant systems operate within intended design and manufacturer-recommended parameters, at no additional cost to the district. Other assurances as outlined within the letter dated May 11, 2026 from Schneider Electric.

The motion to postpone carried by voice vote. 7 Yea; 0 Nay; 2 Absent

10. PERSONNEL AND ACTIVITIES

10.1 - Tax Collector Resolution

A motion by Jonathan Richards and second by Michael Farrell that the Millville Area School Board consider and approve appointing Whitney Holloway, Millville Area's School District's Business Manager, as the Tax Collector for the 2026 School Real Estate taxes per the attached resolution for the following municipalities: Greenwood Township, Madison Township, Millville Borough, and Pine Township.

The motion carried by roll call vote. 7 Yes; 0 No; 2 Absent

10.2 - Memorandum of Understanding - Summer Custodial Position

A motion by Heather Mausteller and second by Corey Whitmoyer that the Millville Area School Board consider and approve the Memorandum of Understanding (MOU) between Millville Area School District and Millville Area Educational Support Personnel Association related to summer custodial help.

The motion carried by roll call vote. 7 Yes; 0 No; 2 Absent

10.3 - Appoint Officer In Charge

A motion by Heather Mausteller and second by Michael Farrell that the Millville Area School Board consider and approve appointing BRADLEY SHARROW as Officer In Charge.

The motion carried by roll call vote. 7 Yes; 0 No; 2 Absent

10.4 - FMLA

A motion by Alex Cavallini and second by Corey Whitmoyer that the Millville Area School Board consider and approve FMLA for employee #936 beginning on or about August 19, 2026 for up to 60 work days through June 30, 2027 pending the receipt of a doctor certification necessitating the leave. The FMLA will run concurrent with the use of sick time and personal days.

The motion carried by roll call vote. 7 Yes; 0 No; 2 Absent

10.5 - Appoint Second Shift Custodian

A motion by Heather Mausteller and second by Corey Whitmoyer that the Millville Area School Board consider and approve appointing STEVEN CONFER, as a SECOND SHIFT CUSTODIAN at the rate of \$13.55 per hour, inclusive of the second shift differential. Pending receipt of all necessary documentation.

The motion carried by roll call vote. 7 Yes; 0 No; 2 Absent

10.6 Employment Status Change

A motion by Alex Cavallini and second by Heather Mausteller that the Millville Area School Board approve an employment status change for ANITA CAWLEY, from Head Cook to Cafeteria Worker, effective the start of the 26-27 school year.

The motion carried by roll call vote. 7 Yes; 0 No; 2 Absent

10.7 - Professional Teaching Substitute

A motion by Heather Mausteller and second by Corey Whitmoyer that the Millville Area School Board appoint MADELINE MILLER, as a Day-to-Day Substitute Teacher for the 2025-2026 school year. Pending receipt of all necessary documentation.

The motion carried by roll call vote. 7 Yes; 0 No; 2 Absent

10.8 A - Co-Curricular Personnel 2026-2027

A motion by Alex Cavallini and second by Corey Whitmoyer that the Millville Area School Board postpone the recommended action as presented to the next Board meeting.

- A motion to consider and approve the appointment of _____ as Varsity Boys Soccer Head Coach for the 2026-2027 fall athletic season. Pending receipt of all necessary documentation.

The motion to postpone carried by voice vote. 7 Yea; 0 Nay; 2 Absent

10.8 B – Co-Curricular Personnel 2026-2027

A motion by Heather Mausteller and second by Jonathan Richards that the Millville Area School Board consider and approve the appointment of JOHANNA STANLEY as Varsity Girls Soccer Assistant Coach for the 2026-2027 fall athletic season. Clearances on file.

The motion carried by roll call vote. 6 Yes; 0 No; 1 Abstention (M. Deihl); 2 Absent

10.8 C – Co-Curricular Personnel 2026-2027

A motion by Heather Mausteller and second by Alex Cavallini that the Millville Area School Board consider and approve the appointment of BEN CLARK as Varsity Girls Soccer Volunteer Assistant Coach for the 2026-2027 fall athletic season. Pending receipt of all necessary documentation.

The motion carried by roll call vote. 6 Yes; 0 No; 1 Abstention (M. Deihl); 2 Absent

10.8 D – Co-Curricular Personnel 2026-2027

A motion by Alex Cavallini and second by Heather Mausteller that the Millville Area School Board consider and approve the appointment of DAVID KOLK as Varsity Girls Soccer Volunteer Assistant Coach for the 2026-2027 fall athletic season. Pending receipt of all necessary documentation.

The motion carried by roll call vote. 4 Yes; 2 No (M. Farrell, J. Richards); 1 Abstention (M. Deihl); 2 Absent

10.8 E – Co-Curricular Personnel 2026-2027

A motion by Heather Mausteller and second by Alex Cavallini that the Millville Area School Board consider and approve the appointment of SHANNA HESS as Varsity Girls Soccer Volunteer Assistant Coach for the 2026-2027 fall athletic season. Pending receipt of all necessary documentation.

The motion carried by roll call vote. 6 Yes; 0 No; 1 Abstention (M. Deihl); 2 Absent

10.8 F – Co-Curricular Personnel 2026-2027

A motion by Heather Mausteller and second by Michael Farrell that the Millville Area School Board consider and approve the appointment of JANNA WARD as Varsity Girls Soccer Volunteer Assistant Coach for the 2026-2027 fall athletic season. Pending receipt of all necessary documentation.

The motion carried by roll call vote. 6 Yes; 0 No; 1 Abstention (M. Deihl); 2 Absent

10.8 G – Co-Curricular Personnel 2026-2027

A motion by Heather Mausteller and second by Jonathan Richards that the Millville Area School Board consider and approve the appointment of KRYSTA SMITH as Varsity Girls Soccer Volunteer Assistant Coach for the 2026-2027 fall athletic season. Pending receipt of all necessary documentation.

The motion carried by roll call vote. 6 Yes; 0 No; 1 Abstention (M. Deihl); 2 Absent

10.8 H – Co-Curricular Personnel 2026-2027

A motion by Heather Mausteller and second by Alex Cavallini that the Millville Area School Board consider and approve the appointment of KATIE SICK as Junior High Cross Country Head Coach for the 2026-2027 fall athletic season. Pending receipt of all necessary documentation.

The motion carried by roll call vote. 7 Yes; 0 No; 2 Absent

10.9 Volunteer Personnel

A motion is needed to consider and retroactively approve the list of Volunteer Personnel for the 2025-2026 school year as presented. Current clearances and Volunteer Forms on file.

- Jennifer Bodnar, Heather Cavallini, Katy Geringer, Andrew Hall, Cheryl Hemsarh, Terri Hurley, Jamie Jones, Courtney Kelley, April McMichael, Dezeray Shultz, Travis Swisher, Karlie Welliver, Karl Womer

The motion carried by roll call vote. 7 Yes; 0 No; 2 Absent

12. ADJOURNMENT

A motion by Heather Mausteller and second by Alex Cavallini to adjourn the meeting. The meeting adjourned at 8:04 pm.

Whitney Holloway, Board Secretary

Chelsea Rosenberger, Board Recording Secretary



Book	Policy Manual
Section	200 Pupils
Title	Searches
Code	226
Status	Active
Adopted	February 13, 2017

Purpose

The Board acknowledges the need to respect the rights of students to be free from unreasonable searches and seizures while fulfilling the district's interest in protecting and preserving the health, safety and welfare of the school population, enforcing rules of conduct, and maintaining an appropriate atmosphere conducive to learning.

Authority

School officials have the authority to lawfully search students or their belongings, including lockers, automobiles, electronic devices, purses, backpacks, clothing, and other possessions, without a warrant, when in school, on school grounds or when otherwise under school supervision, if there is a reasonable suspicion that the place or thing to be searched contains prohibited contraband, material that would pose a threat to the health, safety and welfare of the school population, or evidence that there has been a violation of the law, Board policy, or school rules. The scope and extent of searches must be reasonable in relation to the nature of the suspected evidence, contraband or dangerous material and to the grounds for suspecting that it may be found in the place or thing being searched. [\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)

The district has a compelling interest in protecting and preserving the health, safety and welfare of the school population, which under certain circumstances may warrant general or random searches of students and their lockers, vehicles or other belongings without individualized suspicion, for the purpose of finding or preventing entry onto school property of controlled substances, weapons or other dangerous materials. [\[5\]](#)[\[6\]](#)[\[7\]](#)

Delegation of Responsibility

The Board authorizes the administration to conduct searches of students or their belongings, including lockers, automobiles, electronic devices, purses, backpacks, clothing, and other possessions in accordance with the standards set forth in this policy.

The Superintendent or designee, in consultation with the district solicitor, shall develop guidelines and procedures to implement this policy, and shall ensure that school staff who are involved in carrying out searches or determining when searches will be conducted receive appropriate periodic training about such procedures and currently applicable legal standards. [\[3\]](#)

Students, parents/guardians and staff shall be notified at least annually, or more often if deemed appropriate by administration, about the standards and procedures in effect pursuant to this policy.

Guidelines

Individualized Suspicion Searches

Students or their belongings, including lockers, automobiles, electronic devices, purses, backpacks, clothing, and other possessions, may be searched without a warrant when in school, on school grounds or when otherwise under school supervision, if there is a reasonable suspicion that the place or thing to be searched contains prohibited contraband, material that would pose a threat to the health, safety and welfare of the school population, or evidence that there has been a violation of the law, Board policy, or school rules. The scope and extent of searches must be reasonable in relation to the nature of the suspected evidence, contraband or dangerous material and to the grounds for suspecting that it may be found in the place or thing being searched.[3]

In determining whether reasonable suspicion exists, the principal or designee always should be able to articulate what is being looked for, and why it is thought to be located in the particular place to be searched. The scope of a search should be limited to the place or places the item sought is believed to be.

Examination by school staff of text messages, call logs, files, images or other data contained in a student's mobile telephone or other electronic device, without the student's consent, normally constitutes a search that must be justified by reasonable suspicion that material in violation of law, district policy or school rules, or evidence of such a violation, is contained in the particular files, directories or other data locations being examined in the device.

Random or General Searches Without Individualized Suspicion

Under certain circumstances, random or general searches of students and their belongings, including student lockers or vehicles parked on school property, may be conducted during the school day or upon entry into school buildings or school activities, in the absence of suspicion focused on a particular student or students, for the purpose of finding or preventing entry onto school property or activities of controlled substances, weapons or other dangerous materials. Such searches normally will be conducted in a minimally intrusive manner using screening methods such as dogs or other animals trained to detect controlled substances, explosives or other harmful materials by smell, as well as metal detectors and other technology. When such screening methods provide a reasonable suspicion that particular students, items or places possess or contain controlled substances, weapons or other dangerous material, screening may be followed by physical searches of those particular students, items or places on an individualized basis.

Random or general searches for weapons may be conducted when there are circumstances, information or events tending to indicate increased likelihood that students may be armed or headed for physical confrontation because of community strife or tensions, or as a continuation or escalation of a prior incident, in or out of school, which threatens to spill over into school, into a school-sponsored activity, or into other times and places that students are under school supervision.

Random or general searches for controlled substances may be conducted when there are circumstances, events or information tending to indicate significant drug use, possession or trafficking among students in school.

Random or general searches not based on individualized suspicion must be approved in advance by the Superintendent or designee, in consultation with the district solicitor. Coordination with law enforcement officials will be accomplished as provided in the memorandum of understanding with the applicable law enforcement agency.[8]

Searches Upon Consent

Searches may be conducted at any time, with or without reasonable suspicion, if the student has given knowing and voluntary consent specific to the place to be searched.

The administration may establish rules and procedures governing certain privileges enjoyed by students, such as the privilege of parking a vehicle on school grounds, that make the student's consent to random searches or inspections a condition of access to the privilege.[6]

Searches by or at the Request of Law Enforcement Officials

The legal standards governing searches initiated by school officials are less strict than the standards applicable to law enforcement authorities in many situations. When searches of students, student belongings, vehicles or lockers are conducted by or at the request of law enforcement officials, with or without the involvement of school staff, the law enforcement officials are solely responsible for ensuring that a warrant has been issued or that the circumstances otherwise permit the search to be lawfully conducted in accordance with the standards applicable to law enforcement actions. School staff will not interfere with or obstruct searches initiated by law enforcement, but may assist when law enforcement officials have requested such assistance and have represented that a warrant has been issued or that they otherwise have proper authority for a lawful search.[8]

Locker Inspections and Searches

Lockers are assigned to or otherwise made available to students as a convenience for the safe storage of books, clothing, school materials and limited personal property, and to facilitate movement between classes and activities and to and from school. Such lockers are and shall remain the property of the school district, and to the extent students have any expectation of privacy of lockers at all, it is very limited.

No student may place or keep in a locker any substance or object that is prohibited by law, Board policy or school rules, or that constitutes a threat to the health, safety or welfare of the occupants of the school building or the building itself. Students are required to ensure that their lockers do not contain spoiled food items or beverages, or soiled clothing which may attract pests, create odors or cause unhealthy conditions. A student locker may be opened and inspected for cleanliness, with or without the consent of the student, whenever there are odors, pests or other indications that a locker contains spoiled food, soiled clothing in need of laundering or similarly unhealthy matter.

Students are exclusively responsible for locking their assigned lockers to ensure the security of their personal belongings and school property entrusted to them. Students are permitted to secure their assigned lockers only with locks provided by the district, or if the district does not provide locks, personal combination locks for which the combination has been provided to designated school staff.

Prior to an individual locker search or inspection, the student to whom the locker is assigned shall be notified and be given a reasonable opportunity to be present. However, when there is a reasonable suspicion that a locker contains materials which pose a threat to the health, welfare or safety of the school population, student lockers may be searched without prior notice to the student.

The principal or a designated staff person shall be present whenever a student locker is inspected for cleanliness or is searched. The principal or designee shall maintain written records of all occasions when a locker is searched or inspected. Such records shall include the reason(s) for the search, persons present, objects found and their disposition.

Searches Involving Removal of Clothing or Examination Beneath Clothing

Searches of students involving the removal of undergarments or examination beneath undergarments are subject to stricter standards than are required to justify other searches of a student's person or belongings. Such searches are permitted only when the basis for suspicion establishes either:

1. That the reasons for believing that the items being searched for are concealed specifically inside undergarments are stronger reasons than grounds that would support only a more general reasonable suspicion that the student is in possession of the items or has them somewhere on the student's person; or,
2. That the quantity or nature of the items being sought present a higher level of danger to the school population than other kinds of contraband.

Searches involving the removal of or examination beneath any clothing of a student, other than jackets, coats or other outerwear, shall be conducted only by a staff person of the same gender as the student, with at least one (1) other staff person of the same gender present as a witness, and in a location assuring privacy from observation by persons not involved in the search or of the opposite sex.

Searches involving the removal of undergarments or examination beneath undergarments will be conducted only after consultation with the district solicitor.

Handling and Disposal of Items Found in the Course of Searches

Any items or material found during a search or inspection, the student's possession of which is in violation of law, district policies or school rules, or otherwise is evidence of such a violation, may be confiscated, and may be used as evidence in student discipline proceedings or a criminal investigation, even if such items or material were not the original objective of the search or inspection.

The principal shall be responsible to ensure that confiscated items or material are properly inventoried and secured until the conclusion of disciplinary action, if any, and are then properly disposed of if not appropriate to be returned to the student. Items or materials that are evidence of a criminal offense, or that are not lawful for ordinary citizens to possess will be promptly turned over to proper law enforcement authorities for custody or disposal.

Legal

[1. PA Const. Art. I Sec. 8](#)

[2. 24 P.S. 510](#)

[3. 22 PA Code 12.14](#)

[4. U.S. Const. Amend. IV](#)

5. Pol. 218.1

6. Pol. 223

7. Pol. 227

8. Pol. 805.1

Commonwealth v. Cass, 551 Pa. 25, 709 A.2d 350, 355-56 (1998)

In re F.B., 555 Pa. 661, 726 A.2d 361, 368 (1999)

Safford Unified School Dist. No. 1 v. Redding, 129 S.Ct. 2633 (U.S. 2009)



Book	Policy Manual
Section	200 Pupils
Title	Metal Detectors
Code	226.1
Status	Policy Committee

Purpose

To maintain a safe, secure, and weapons-free environment for all students, staff, and visitors, Millville Area School District will implement daily metal detector screenings at all student entry points. This policy is designed to deter and prevent the introduction of weapons or prohibited items onto school property, and to foster a safe and supportive learning environment.

Scope

This policy applies to all students entering the Millville Jr./Sr. High School and the Millville Elementary School. It applies every school day and at designated times before school begins.

Screening Procedure

1. Daily Screening:
 - All students must pass through a walk-through metal detector upon entering school grounds.
 - Designated entry points will be staffed by trained security personnel and school administrators.
 - Handheld metal detector wands may be used for secondary screening if needed.
2. Bag and Item Checks:
 - Backpacks, purses, and other bags may be visually inspected or scanned.
 - Any item that triggers the detector or raises suspicion may be examined further in a respectful and non-invasive manner.
3. Arrival and Flow:
 - Students are expected to arrive early enough to allow time for screening.
 - Late arrivals will be screened individually at a designated late entry point.

Student Rights and Privacy

- Screenings will be conducted respectfully and uniformly, without regard to race, gender, disability, religion, or appearance.
- School personnel conducting searches will be the same gender as the student whenever possible.
- No physical contact will be made unless necessary for safety or law enforcement involvement.

Prohibited Items

The following items are strictly prohibited and subject to disciplinary action:

- Firearms, knives, or any object that could be used as a weapon
- Pepper spray, tasers, or explosive devices
- Vapes, drugs, or other contraband (per student handbook)

Consequences

Students found in possession of prohibited items will be subject to disciplinary action in accordance with the district's Student Handbook, which may include suspension, expulsion, or referral to law enforcement.

Communication

Parents and guardians will be notified of the screening procedures through the student handbook, school website, and school-wide communications prior to implementation.

Legal

[1. PA Const. Art. I Sec. 8](#)

[2. 24 P.S. 510](#)

[3. 22 PA Code 12.14](#)

[4. U.S. Const. Amend. IV](#)

5. Pol. 218.1

6. Pol. 223

7. Pol. 227

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Commonwealth v. Cass, 551 Pa. 25, 709 A.2d 350, 355-56 (1998)

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Safford Unified School Dist. No. 1 v. Redding, 129 S.Ct. 2633 (U.S. 2009)



Outdoor Drone Safety

-  Follow local drone rules and regulations
-  Configure your drone properly and set your home's safety perimeter
-  Create a safe flying environment
 - Choose an open flying zone and never fly above or around people or moving ground or air vehicles.
-  Follow your pre-flight checklist
 - Ensure your drone is damage free and ready to fly

MILLVILLE AREA SCHOOL DISTRICT

WALK-THROUGH METAL DETECTION & SCREENING SYSTEM



BID DOCUMENTS

Vendor Proposal Form

TO: MILLVILLE AREA SCHOOL DISTRICT

We, the Undersigned, having examined the specifications and all other documents and, being familiar with the various conditions under which these services and/or supplies are to be used, agree to furnish, install, and warrant all labor, materials, equipment, and any other required services to fulfill the requirements of the Request for Proposal.

COMPANY NAME: School Specialty, LLC

ADDRESS: W6316 Design Drive Greenville, WI 54942

AUTHORIZED SIGNATURE: 

PRINTED NAME: Sarah Peterson

TITLE: Assistant Secretary

DATE: 05/21/2026

EMAIL: bidnotices@schoolspecialty.com

PHONE NUMBER: 888-388-3224

- Checklist:
- Requirements of Proposal
 - Vendor Proposal Form
 - Non-Collusion
 - References
 - Excel Spreadsheet

NON-COLLUSION AFFIDAVIT

State of Wisconsin _____:

County of Outagamie _____: s.s.

I state that I am the Assistant Secretary (Title) of School Specialty, LLC (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices(s) and the amount of this proposal.

I state that:

1. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer.
2. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before the proposal submission date.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. School Specialty, LLC (Name of Firm) its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing and/or bidding on any public contract, except as follows:

I state that School Specialty, LLC (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied upon by the Department of General Services in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Department of General Services of the true facts relating to the submission of this proposal.


(Signature)

Sarah Peterson
(Signatory's Printed Name)

Assistant Secretary
(Signatory's Title)

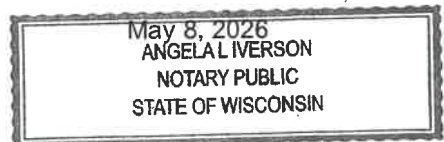
Millville Area School District
Walk-Through Metal Detection & Screening

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 21 DAY OF
may

2026

Notary Public

My Commission Expires 1/21/2028





CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2026

9/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 500 W. Monroe, Ste. 3400 Chicago IL 60661 (312) 669-6900 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER B : Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER D : --- SEE ATTACHMENT ---</td> <td></td> </tr> <tr> <td>INSURER E : QBE Insurance Corporation</td> <td>39217</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Twin City Fire Insurance Company	29459	INSURER B : Trumbull Insurance Company	27120	INSURER C : ACE American Insurance Company	22667	INSURER D : --- SEE ATTACHMENT ---		INSURER E : QBE Insurance Corporation	39217	INSURER F :
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INSURED 1481942 SSI Parent, LLC DBA School Specialty, LLC W6316 Design Drive Greenville WI 54942															

COVERAGES

CERTIFICATE NUMBER: 21006445

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	83 CES OF00AG	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	83UENBP5WGH	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	See Attached	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 50,000,000 AGGREGATE \$ 50,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83WE BX6PK6	1/1/2026	1/1/2027	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
C E	Cyber Liability Excess Cyber	N	N	D98254742 130001207	9/1/2025 9/1/2025	9/1/2026 9/1/2026	Limit: \$5,000,000 Ret. \$250,000 Limit: \$5,000,000 xs \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds: School Specialty, LLC, SSI Parent, LLC, SSI Canada, Inc., Bird-in-Hand LLC, School Specialty Canada, Ltd. FlagHouse, LLC

CERTIFICATE HOLDER**CANCELLATION** See Attachment
21006445
 Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Excess Limits

\$5,000,000 : 83 XS ON000R Issuing Co: Twin City Fire Insurance Company.

9/1/25-9/1/26 **NAIC: 29459**

\$5,000,000 x \$5,000,000: Policy# CX00XDM24 Issuing Co: Aspen American Insurance Company.

9/1/25-9/1/26 **NAIC: 43460**

\$7.5M po \$15M x \$10M: Policy #: SEO-144461 Issuing Co: Crum & Forster Specialty Insurance Company

9/1/25-9/1/26 **NAIC: 44520**

\$7.5M po \$15M x \$10M: Policy #: XSL-500662K-00 Issuing Co: Westfield Specialty Insurance Company

9/1/25-9/1/26 **NAIC: 16992**

\$15,000,000 x \$25,000,000: Policy #7976-73-69 Issuing Co: Federal Insurance Company.

9/1/25-9/1/26 **NAIC: 20281**

\$10,000,000 x \$40,000,000: Policy #TSUEEX0001250-00 Issuing Co: MS Transverse Specialty Insurance Company

9/1/25-9/1/26 **NAIC: 41807**



REFERENCES

REFERENCES

REFERENCE NO. 1

NAME: Camden County Schools

ADDRESS: 6300 Laurel Island Pkwy

CITY, STATE, ZIP: Kingsland, GA 31548

TELEPHONE NO. 912-729-7318

CONTACT: Kizziler Knight

REFERENCE NO. 2

NAME: Sheldon Independent School District

ADDRESS: 11411-b C.E. King Pkwy

CITY, STATE, ZIP: Houston, TX 77044

TELEPHONE NO. 281-727-1355

CONTACT: Leroy Bradley II

REFERENCE NO. 3

NAME: Wayne County Schools

ADDRESS: 710 W. Pine St

CITY, STATE, ZIP: Jesup, GA 31545

TELEPHONE NO. (912) 427-1000 Ext. 814

CONTACT: Jana Collins



BID PRICING

BID





SSI Bid Number: Q-669377
Currency: USD
Customer Bid Number: WALK-THROUGH METAL DETECTION & SCREENING SYSTEM
Due Date: 05-26-2026, 5:30 AM
Expiration Date: 08-26-2026
Customer Number: 263401
Requestor Name:

Bill To: MILLVILLE AREA SCHOOL DISTRICT
 330 E MAIN ST
 MILLVILLE, PA 17846-5003

Send Orders & Correspondence to:
 Customer Care Ph. 888-388-3224
 Email Orders: orders@schoolspecialty.com
 Bid Team: bidnotices@schoolspecialty.com



Lift Gate Truck Required: <input type="checkbox"/>
Inside Delivery: <input type="checkbox"/>
Notes:

Customer Item #	SSI Item	Alt Item	Image	Item Description	Pack Size	Item Qty	Your Price	Extended Price
	2216600	<input type="checkbox"/>		METAL DETECTORS - CEIA OPENGATE WEAPONS DETECTION SYSTEM - INCLUDES LTE WIFI - CEIA TRAINING IS REQUIRED TO PURCHASE	Each	2	\$22,049.41	\$44,098.82
	2005130	<input type="checkbox"/>		CEIA INDOOR RATED 60 ZONE WALK-THROUGH METAL DETECTOR	Each	3	\$3,481.88	\$10,445.64
	2117559	<input type="checkbox"/>		CEIA TEST PIECE FOR NILECJ- LEVEL BASE 2	Each	1	\$209.18	\$209.18
	2162704	<input type="checkbox"/>		METAL DETECTORS - CEIA OPENGATE SUPPORT ARM AND PLATES BUNDLE	Each	1	\$1,345.88	\$1,345.88
	2223302	<input type="checkbox"/>		METAL DETECTORS - S AND R SERVICES LLC - CEIA METAL DETECTOR IN-PERSON TRAINING		1	\$3,000.00	\$3,000.00
	INSTALL	<input type="checkbox"/>		INSTALLATION CHARGES OF TANGIBLE PROPERTY <i>Notes: WALKTHROUGH INSTALL & TRAINING FOR CEIA HI-PE</i>	Each	1	\$2,366.01	\$2,366.01

Subtotal	\$61,465.53
Estimated Taxes	
Total	\$61,465.53



SPECIFICATION SHEETS



CEIA OPENGATE Weapons Detection System with WIFI LTE Board



This seamless security system is perfect for pop-up events, security for public entryways, or anywhere that requires an extra level of security. The CEIA OPENGATE Weapons Detection System has fast and automatic screening, allowing visitors to keep their backpacks, purses, and bags on their person. It can be set up and installed within less than 1 minute to be ready for anything.

School Specialty Item #2216600



CEIA HI-PE Plus Enhanced Walk-Through Multi-Zone Metal Detector, 33 x 28 x 89 Inches, Gray



Capability to detect the full range of metal weapon threats even within body cavities. Cutting-edge discrimination technology allows personal effects to be ignored, creating rapid transit flow. One touch guided automatic installation (OTS), assisting the installation through an automatic step-by-step procedure. This metal detector is for both indoor and outdoor use. Measures 33 W x 28 D x 89 H inches.

School Specialty Item #2005130



CEIA Encapsulated NILECJ2B Test Piece For Metal Detector



CEIA provides school, bank, office, mall, or public space authorities with manufacturer-certified reference test samples reproducing for shape, material, and signal on Walk-Through Metal Detectors with the same effect as the real targets.



CEIA OPENGATE Support Arms and Stabilizing Base Plates Bundle



This CEIA OPENGATE Support Arm Accessory and Base Plate Bundle is designed to reinforce your entire CEIA OPENGATE system, perfect for outdoor security installations and ensuring your OPENGATE remains as secure as the security it provides. This accessory helps reduce oscillations caused by strong winds, and reinforces the security system from rubber feet to pillars.

School Specialty Item #2162704



WARRANTY INFO

CEIA USA, LTD. – TERMS AND CONDITIONS OF SALE

1. **ENTIRE AGREEMENT:** The terms and conditions hereof, together with the provisions on the face hereof with respect to description, quantity and price of goods ordered and delivery terms, shall constitute the entire agreement between the purchaser thereof (“Purchaser”) and CEIA USA, LTD. (“Seller”), and any representations, and course of prior dealings, promise or condition in connection herewith or usage of the trade not expressly incorporated herein, shall not be binding on Seller. No waiver, alteration or modification of any of the provisions hereof shall be binding, unless in writing and signed by a specifically authorized representative of Seller. ANY ATTEMPTED ACKNOWLEDGEMENT OF THIS SALE BY A PURCHASE ORDER OR OTHER DOCUMENT CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE CONDITIONS CONTAINED HEREIN SHALL NOT BE BINDING UPON SELLER AND SELLER HEREBY EXPRESSLY OBJECTS TO AND REJECTS THE SAME. UNLESS OTHERWISE AGREED BY THE PARTIES IN WRITING, SELLER’S ACCEPTANCE OF PURCHASER’S ORDER REQUEST IS EXPRESSLY MADE CONDITIONAL ON PURCHASER’S AGREEMENT TO THE TERMS AND CONDITIONS CONTAINED HEREIN.
2. **PRICE:** All quoted prices are good for ninety (90) days from the date shown on the face of the quote. Prices quoted are based upon production quantity; if order quantity, release quantity or release schedules change, the price for goods is subject to adjustment by Seller. All costs specified herein as borne by Purchaser shall be in addition to the quoted price. All bills shall be dated the date of shipment. Upon approved credit, payment shall be due on all sales of goods net thirty (30) days unless different terms have been agreed upon. Otherwise, Seller reserves the right at any time to require full or partial payment in advance. A late charge of one to one and one-half percent (1-1/2%) per month will be charged on the unpaid balance of overdue invoices. If shipments are delayed by Purchaser, payments shall become due from the date when Seller is prepared to make shipment. Goods held for Purchaser shall be at the risk and expense of Purchaser. Unless otherwise indicated, installation and training charges shall be invoiced separately.
3. **SHIPMENT, PLACE OF DELIVERY AND RETENTION OF TITLE:** Goods covered by this contract are sold Ex Works (“EXW”) (as that term is defined and used in Incoterms 2010, as agreed from time to time) Hudson, Ohio (unless otherwise indicated in writing), and Seller’s placement of such goods in the possession of a trucking company or other common carrier shall constitute delivery to Purchaser and risks of loss or damage in transit shall be borne by Purchaser; provided, however, all goods delivered shall remain the property of Seller until such time as all claims, including any balances, which Seller may have against Purchaser for any reason whatsoever have been satisfied. If such retention of title would be void under the laws enforced at the place where the goods are located, Seller reserves and Purchaser grants to Seller a security interest in all goods sold and all proceeds thereof to secure the full payment and performance by Purchaser of its liabilities and obligations to Seller. If any action on the part of Purchaser is required to effect such security interest, Purchaser shall be obligated to take all measures necessary to effect and preserve the same. Freight charges shall be pre-paid by Seller and added to Purchaser’s invoice. Excess shipping and/or transportation charges, including a handling charge, resulting from compliance with Purchaser’s request with respect to the use of any agency or method of transportation or any routing other than that which would otherwise have been designated by Seller shall be paid by Purchaser, including but not limited to Purchaser picking-up its own goods from Seller.
4. **SELLER’S DEFAULT OR DELAYS:** Processing and shipment of orders are subject to strikes, fires, floods, accidents, riots, government orders or any other factors beyond Seller’s reasonable control. Seller shall not be liable for any loss or delay resulting from these factors beyond Seller’s reasonable control.
5. **CANCELLATION:** No order is subject to cancellation or change by Purchaser in any respect without Seller’s prior written consent. In the event Purchaser defaults on its agreement to purchase the goods or refuses to accept delivery of the goods pursuant to this Agreement, Seller shall be entitled, in addition to any of its other rights under this agreement or as provided by law, to recover from the Purchaser an amount equal to all of Seller’s damages (including reasonable overhead charges) for such breach, and Seller shall have the right to retain, in partial or complete payment of such amount, the total of all payments made hereunder less only that portion, if any, in excess of such amount. Seller has the right to cancel any order if Purchaser: (a) becomes insolvent; (b) files a voluntary petition in bankruptcy; (c) has an involuntary petition in bankruptcy filed against it; has a receiver or trustee appointed for it; (e) makes an assignment for the benefits of creditors; or (f) breaches this or any other agreement with Seller.
6. **PURCHASER’S DUTY TO INSPECT AND NOTIFY SELLER OF DEFECTS:** Purchaser shall fully inspect the goods upon receipt. Within ten (10) days after Purchaser’s receipt of the goods, Purchaser shall give written notice to Seller of any claim that the goods are defective in any manner, where such defect is ascertainable upon adequate inspection. In such written notice, Purchaser shall specify in detail the basis for all claims against Seller. The costs and expense of such inspection shall be borne solely and exclusively by Purchaser. If Purchaser fails either to inspect the goods or to send Seller written notice of all claims within ten (10) days after receipt, Purchaser shall be conclusively deemed to have waived any claims against Seller based upon, arising out of, or related to any defect that was ascertainable upon adequate inspection of the goods.
7. **WARRANTY AND LIMITATION OF LIABILITY:** Seller warrants that, for a period of two (2) years from the date of shipment, all of the goods delivered will be of the kind designated or specified (normal wear and tear excepted). Warranty on batteries of any kind, including rechargeable batteries, lasts one (1) year from the date of shipment. Seller shall be promptly notified in writing by Purchaser of any failure to meet this warranty. The conditions of any test designed to resolve any alleged breach of warranty shall be mutually agreed upon, and Seller shall be notified of and may be represented in all such tests that may be made. Seller’s obligation to Purchaser with respect to any goods found to be defective shall be limited to replacing (with new or refurbished goods, as Seller deems appropriate in its sole discretion) or repairing such goods at Seller’s facility (labor charges not included) or such other point as Seller may designate, provided that written notice of such defect is received by Seller from Purchaser within two (2) years from the

CEIA USA, LTD. – TERMS AND CONDITIONS OF SALE

date of shipment by Seller. Any claim not made within such two (2) year period shall be conclusively deemed waived by Purchaser; provided, however, notwithstanding the notice requirement contained in the preceding sentence, if Purchaser failed to inspect the goods or to send Seller written notice of all claims within ten (10) days of receipt of goods, as set forth in the preceding section, Purchaser shall be conclusively deemed to have waived any claim against Seller based upon, arising out of, or related to any defect that was ascertainable upon adequate inspection of the goods. No goods are to be returned to Seller without its prior written authorization. There will be a twenty percent (20%) restocking fee in addition to any shipping costs incurred as well as Seller's technician's expense and repair costs, if applicable, for any returned product. If warranty service is required at Purchaser's location, labor and travel charges shall apply. Seller shall not be liable for any expense incurred by Purchaser in order to remedy any defect in its goods. Title to all goods that have been replaced shall thereafter vest in Seller, where Purchaser had previously acquired title pursuant to the provisions hereof. If goods furnished to Purchaser's specifications are used or combined by Purchaser with other products or items not furnished herein, Purchaser shall indemnify and hold harmless Seller from all claims resulting from the use or incorporation of such goods in Purchaser's product. IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE GOODS SOLD HEREUNDER. THE FOREGOING STATES PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S SOLE AND EXCLUSIVE LIABILITY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OF GOODS HEREUNDER, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. SELLER WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR CONTINGENT DAMAGE OR EXPENSE ARISING DIRECTLY OR INDIRECTLY FROM ANY DEFECT IN ITS GOODS OR FROM THE USE OF ANY DEFECTIVE GOODS, NOR IS ANY OTHER PERSON AUTHORIZED TO ASSUME FOR SELLER ANY SUCH LIABILITY. SELLER'S LIABILITY FOR LOSSES OR DAMAGES ARISING OUT OF THE SUPPLY OR USE OF ITS GOODS SHALL IN NO EVENT EXCEED THE PRICE CHARGED FOR THE GOODS. THIS WARRANTY SHALL EXTEND TO THE FIRST PURCHASER OF SUCH GOODS FROM SELLER AND SHALL NOT BE ASSIGNED OR TRANSFERRED.

8. EXPORT AND IMPORT CONTROLS: Purchaser acknowledges and agrees that the ultimate destination of the goods is in the United States, unless otherwise agreed to in writing. Purchaser shall not authorize or permit its employees, distributors, customers, brokers, freight forwarders, and/or agents to export or re-export any of the goods to any foreign person without complying with applicable import and export laws and regulations of Purchaser's country and of the United States, including the International Traffic In Arms Regulations (ITAR) and the Export Administration Regulations (EAR). Purchaser agrees to obtain and properly utilize U.S. Government export authorization prior to exporting or re-exporting the goods, either in their original form or after being incorporated into other end- items.

9. CLAIMS: Claims for error in weight or shortage of goods must be presented to Seller in writing within ten (10) days from the date of receipt of the goods and must state the shipping slip number and claim of shipment. Any claim for error in weight or shortage of goods not presented in accordance with this section will be conclusively deemed waived by Purchaser.

10. INTELLECTUAL PROPERTY; PATENT INDEMNITY: Purchaser acknowledges that the goods contain valuable ideas, designs, processes, inventions, patents, research and development, formulas, technologies, copyrights, trademarks, trade secrets, marketing and business ideas, know-how, data, computer hardware, computer software, and/or other intellectual property rights of Seller ("Intellectual Property"). Seller owns and reserves all rights in the Intellectual Property and Purchaser agrees to use such Intellectual Property only in conjunction with the use or operation of such goods and only in accordance with any applicable instructions and manuals furnished by Seller, its suppliers or licensors, if applicable. As such, no title to or ownership of any Intellectual Property related to any goods is transferred to Purchaser pursuant to this agreement unless specifically authorized in writing by Seller. Purchaser will not, directly or indirectly attempt to test, analyze and/or reverse engineer any goods or any component thereof, or to otherwise misappropriate, circumvent or violate any of Seller's Intellectual Property rights. Purchaser will not, directly or indirectly assist any third-party to test, analyze and/or reverse engineer any goods or any component thereof, or to otherwise misappropriate, circumvent or violate any of Seller's Intellectual Property rights. Notwithstanding the provisions of this section, Purchaser will defend, indemnify and hold Seller harmless against any expense or loss resulting from infringement of patents or trademarks arising from its non-compliance with Seller's designs or specifications or instructions.

11. CONFIDENTIAL INFORMATION: Seller may require Purchaser to enter into a Confidentiality and Non-Disclosure Agreement in order to facilitate any sale of goods. In the event Seller and Purchaser enter into a Confidentiality And Non-Disclosure Agreement, the terms of that agreement apply to these terms and conditions and are specifically incorporated herein. In the event Seller and Purchaser do not execute a Confidentiality And Non-Disclosure Agreement, Purchaser shall not improperly use or make available, sell, disclose or otherwise communicate to any third party any information generally not known outside of Seller, including information contained in oral communications, as well as in any tangible expressions referring or relating, but not limited to the Intellectual Property, goods, other techniques, inventions, hardware, software, innovations, patent applications, discoveries, improvements, formats, test results, research projects, manuals, specifications, documentation, notes, industry contacts, information about costs, profits, markets, sales, contracts, lists of customers, lists of distributors, business, marketing, and strategic plans, forecasts, unpublished financial information, budgets, projections and customer identities, characteristics and agreements ("Confidential Information"). Confidential Information is to be broadly defined and includes all information that has or could have commercial value or other utility

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in the business in which Seller is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of Seller, whether or not such information is identified as Confidential Information by Seller. Except as otherwise required by law, neither party shall issue any press release or make any public statement regarding the transaction contemplated by this agreement, without prior written approval of the other party. The provisions of this section shall survive termination of this agreement.

12. NO USE OF NAME OR TRADEMARKS: Purchaser shall not at any time use Seller's name or any Seller logo, trademark, service marks, or trade name in any advertising or publicity without the prior written consent of Seller.

13. TECHNICAL ADVICE: Unless otherwise specifically agreed in writing, neither Seller nor any representative of Seller is responsible for application or supervision of application of the goods. Any supervision or technical advice or assistance furnished other than pursuant to such written agreement does not create any liability on behalf of Seller for any supervision, advice or assistance given or results obtained.

14. CORRECTIONS: Typographical or clerical errors contained in this agreement, including prices, are subject to correction by Seller.

15. TAXES: Prices specified do not include sales, excise or other taxes arising out of or relating to this order or the goods delivered except as otherwise specifically stated on the face hereof. All such taxes are the responsibility of Purchaser; if Purchaser claims it is exempt from tax, it shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

16. INJUNCTIVE RELIEF: Purchaser acknowledges that failure to carry out any obligation under this agreement, or a breach by Purchaser of any provision herein, shall constitute immediate and irreparable damage to Seller, which cannot be fully and adequately compensated in money damages and which will warrant preliminary and other injunctive relief, an order for specific performance, and other equitable relief. Purchaser further agrees that no bond or other security shall be required in obtaining such equitable relief and Purchaser hereby consents to the issuance of such injunction and to the ordering of specific performance. Purchaser also understands that other action may be taken and remedies enforced against Purchaser.

17. MISCELLANEOUS: These Terms and Conditions of Sale shall be construed under and governed by the laws of the state of Ohio without regard to the rules regarding conflict of laws. If any provision is held to be illegal, invalid or unenforceable, the remaining provisions shall not in way be affected or impaired thereby. A waiver by Seller of any terms and conditions herein shall not be deemed to be a continuing waiver but shall apply solely to the instance of the waiver.



THANK YOU



School
Specialty®

TRANSFORMING MORE THAN CLASSROOMS™



PenTeleData Services – General Agreement Cover Sheet

Customer Name: Millville Area School District		PenTeleData Limited Partnership I	
Billing Address: PO BOX 260, MILLVILLE, PA 17846-0260		540 Delaware Ave., PO Box 197, Palmerton, PA 18071	
Contract #: 1605157	Account #: 4692	Rep: Alan Quimby	Phone: 570-460-3798
Non Recurring Fees: \$0.00	Monthly Recurring Fees: \$2,199.00	Annual Recurring Fees: \$0.00	

This Agreement contains this General Agreement Cover Sheet, the General Terms and Conditions and all Service Exhibit sheets (Exhibits) indicated below: (collectively, Agreement). The Exhibits supersede the General Terms and Conditions in the event of inconsistencies.

NOTE – All Services must be accompanied by a Service Exhibit Sheet

Service Type:

**Dedicated Internet Access
Ethernet Port
IPv4 Block**

Point to Point Transport

Customer's signature indicates that Customer has read, understands and agrees with each of the Terms and Conditions of this Agreement including the Exhibits, which are incorporated herein. This Agreement shall become effective when signed by both parties.

Company Name: Millville Area School District

PenTeleData Limited Partnership I

Signature

Signature:

Printed Name:

Printed Name: **Jaime Mendes**

Title:

Title: **Vice President of Operations**

Date:

Date:

Telephone:

Telephone: **855-223-4237**

CCS-NE-051217



Dedicated Internet Access Exhibit

Customer Name: Millville Area School District

Date: 03/30/2026

Service Location: 345 School House Ln, Millville, PA 17846	
Service Location ID: SL38253	
Base Internet Access Rate: 2Gbps	
Term (if applicable): 36 Months	Product Classification: Upgrade
Contract Start Date (if applicable): 7/1/2026	Monthly Recurring Charge: \$549.00
Contract End Date (if applicable): 6/30/2029	Non Recurring Charge: \$0.00
Special Notes: ERATE 26-27: 470 Application: 260018974 Customer may upgrade services during the term of this contract.	

This Exhibit consists of the following Terms and Conditions, any Sales Quotes, the Sales Disclaimer. This Exhibit together with the General Agreement Cover Sheet and PenTeleData Service Agreement set forth the terms and conditions under which PenTeleData will provide Dedicated Internet Access Services to Customer.

- Service:** A. Dedicated Internet Access: PenTeleData will provide Customer with a Dedicated Internet Access at the base rate indicated. B. Burstable Internet Access: Customer will be permitted to burst to the max burst rate stated. Customer will be billed for usage over the base rate at the monthly bandwidth burst fee for each Mbps utilized. The usage calculation method is the 95th percentile calculation where PenTeleData will sample the upstream and downstream utilization in five-minute intervals for the billing cycle, will order the upstream and downstream group's individually, will drop the top 5% of the samples from each group, and will bill the highest of the next upstream or downstream sample rounded up in 1/10th Mbps increments. C. Business Plus Dedicated Internet Access: Customer will be permitted to burst to the max burst rate stated between the hours of 1AM and 5PM Eastern only. There will be no additional charge for using bandwidth above the base rate but below the max burst rate during this window. Using bandwidth in excess of the burst rate will not be possible. During the hours of 5PM to 1AM Eastern, Customer's available bandwidth will be limited to their base rate and bursting above that rate will not be possible. The max burst rate cannot exceed the rate of the underlying transport.
- Term:** A. This Exhibit is effective upon signature by Customer and accepted in writing by PenTeleData as indicated by signature on the General Agreement Cover Sheet and initialed on this Exhibit. (Effective Date) B. The Term of this Agreement begins on the Commencement Date and expires as provided for herein. (Term) The Commencement Date shall be the first day that service is operational as indicated by a notice from PenTeleData to Customer, which shall be incorporated herein by reference. C. This Exhibit shall automatically renew for an additional one year term, after completion of which the agreement will continue on a month to month basis, unless terminated pursuant to the termination procedure in the General Terms and Conditions. D. Recurring Billing shall begin on the Commencement Date. E. Deposits and Installation fees shall be billed within 30 days of the Effective Date of this Agreement.
- Early Termination Fees:** The termination fee is 100% of all remaining charges until the end of the initial term. Upon automatic renewal, Early Termination Fees apply to cancellations made prior to the end of the Renewal Term.
- Conditions of Use:** A. The Dedicated Internet Access Service provided by PenTeleData may be used by the directors, officers, and employees of Customer, and its agents and consultants while performing services for Customer for commercial, research and/or educational purposes. Customer may not provide Internet connectivity to any third parties other than the above mentioned entities. B. The Internet Service or connectivity **may not** be sold to other persons or Organizations. C. Users shall use reasonable efforts to promote efficient use of the networks to minimize, and avoid if possible, unnecessary network traffic and interference with the work of other users of the interconnected network. D. Users shall not disrupt any of the PenTeleData or other associated networks as a whole or any equipment or system forming part of their systems, or any services provided over, or in connection with, any of the PenTeleData or other associated networks. Disruptions include but are not limited to: distribution or propagation of computer worms and viruses, and using the network to make unauthorized entry to any other machines accessible via the network. PenTeleData networks shall not be used to transmit any communication where the meaning of the message, or its transmission or distribution, would violate any applicable law or regulation or would likely be highly offensive to the recipient or recipients thereof. Mass distribution of any message, including advertising, may not be "broadcast" or otherwise sent on an intrusive basis to any user of the PenTeleData network or any directly or indirectly attached network. E. Users shall not use the PenTeleData Network for any purpose that violates state, local or federal laws or regulations or any policies posted at <http://www.penteledata.net/aup>. F. Customer shall indemnify and hold PenTeleData harmless for (including attorney's fees), any and all claims, damages and injuries that arise out of or are connected to User's violation of this Section.
- Reasonable Steps to Assure Compliance:** Customer shall be responsible for taking reasonable steps to secure compliance by all persons using the Service at, by, or through, the Customer consistent with the Conditions of Use, above. If a probable violation of the Conditions of Use section, is detected, Customer is requested to report the probable violation in as much detail as is practical to assist PenTeleData and other allied organizations in preventing or deterring similar violations.
- Dedicated Internet Access Rating:** Unless specifically stated to the contrary, the quoted Dedicated Internet Access rating is a maximum and not a constant amount. Due to the demands of the Internet, the maximum Internet Access may be available but on a burst basis only. Customer use which overloads the PenTeleData system or exceeds usual and customary Internet Access demands, as shall be determined by PenTeleData, shall subject this Agreement to renegotiation or termination without liability.
- Availability Service Level**



- 7.1. Service Availability for Dedicated Internet Access and last mile circuits only used to deliver Dedicated Internet Access are covered by the following 7.1 terms. For last mile circuits connected to PenTeleData Multiplex ports, this exhibit only covers the Dedicated Internet Access Service Availability; service availability for last mile circuits connected to Multiplex ports is defined by the PenTeleData Transport and Port Exhibits.
- 7.1.1. Definition of unavailable; Dedicated Internet Access is considered unavailable when at least one of the following criteria are met
- 7.1.1.1. Packet loss between Customer edge router and the PTD Chicago, Ashburn, or New York City backbone nodes exceeds 0.1%.
 - 7.1.1.2. Latency (round-trip) between Customer edge router and a PTD Chicago, Ashburn, or New York City backbone nodes exceeds 45ms.
 - 7.1.1.3. Jitter (variation in latency) between Customer edge router and a PTD Chicago, Ashburn, or New York City backbone nodes exceeds 10ms.
 - 7.1.1.4. All of these cases exclude instances where these backbone nodes are 100% unavailable. In such a case traffic between Customer edge router and locations outside of PTD's network will be automatically rerouted through the remaining backbone nodes.
- 7.1.2. The following causes shall not be considered in calculating unavailability credits or chronic outage remedies: Unavailability as a result of Force Majeure (as defined in the General Terms and Conditions), unavailability as a result of scheduled maintenance windows for on-net circuits, unavailability as a result of off-net and unprotected circuit maintenance which may occur at any time without notice, unavailability as a result of Customer circuit overutilization, unavailability as a result of Customer network/equipment failure, and unavailability as a result of Customer refusing to let authorized repair personnel onsite access as necessary are not applicable. On-Net circuit maintenance windows are Tuesday and Thursday 12AM ET – 6AM ET with notification of planned outages for on-net circuits 10 business days prior to maintenance window.
- 7.1.3. Unavailable service credits: Unavailable time is accumulated over a calendar month. Credits maybe issued as noted below based on the accumulation of unavailable time, are a % of the monthly recurring charge, and are applicable for Dedicated Internet Access contracted from this exhibit and the PenTeleData last mile circuit used only to deliver this Dedicated Internet Access. Unavailable time is accumulated starting when the PTD network monitoring system detects that one or more of the above criteria have been met over a period of time or when the Customer notifies the PTD Network Control Center that the Customer believes one or more of the above criteria have been met, whichever comes first. Customers must request credits or contract terminations within 14 days after the end of a calendar month for unavailability occurring during that month.

No PTD circuit, or on-net circuits (as stated on Transport Exhibit)	
Cumulative Unavailability (hrs:mins:secs)	Credit, % of MRC
00:00:00 – 00:15:00	No Credit
00:15:01 – 00:45:00	5%
00:45:01 – 04:00:00	10%
04:00:01 – 08:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

Off-net circuits (as stated on Transport Exhibit)		
Cumulative Unavailability (hrs:mins:secs)	Credit, % of IP MRC	Credit, % of transport MRC
00:00:00 – 00:45:00	No Credit	No Credit
00:45:01 – 08:00:00	10%	10%
08:00:01 – 16:00:00	15%	15%
16:00:01 – 24:00:00	25%	25%
24:00:01 or greater	50%	50%

- 7.1.4. Chronic Unavailability for Dedicated Internet Access with no circuit or with PenTeleData on-net circuits: Customers may terminate Dedicated Internet Access Service and associated Transport Circuit without termination liability if this Dedicated Internet Access Service experiences 4 or more instances where service was unavailable for greater than 2 hours each over a calendar month or more than 30 hours of total unavailability over a calendar month.
8. Internet Protocol Version 4 Addressing (IPv4): Internet Protocol Addressing (IP addressing): A. PenTeleData will provide each Dedicated Internet Access Connection with one (1) static IPv4 address for the directly connected Customer equipment/router and globally-routable IPv4 netblocks on an as-needed basis provided that the Customer's networking needs cannot be satisfied using Network Address Translation (NAT). B. PenTeleData will provide only enough globally-routable IP addresses as the Customer has actual need for at the time of the request; requests for IP address blocks larger than a /27, 32 IP addresses, require a network map and detailed network information for justification. C. The directly connected static IP address may change with 14 calendar days notice and globally-routable netblocks may change with 120 calendar days notice.
9. Internet Protocol Version 6 Addressing (IPv6): A. PenTeleData will provide each Dedicated Internet Access Customer with one (1) directly connected static IPv6 address for the directly connected Customer equipment/router. B. The directly connected static IP address may change with 14 calendar days notice.

Customer Initials: _____

PenTeleData Initials: _____

Date: _____

Date: _____

DIAEX-KL-082225



Ethernet Port Exhibit Sheet

Customer Name: Millville Area School District

Date: 03/30/2026

Port Type: EPL - Internet Only	
Service Location: 345 School House Ln, Millville, PA 17846	
Service Location ID: SL38253	
Term (if applicable): 36 Months	Product Classification: Term Renewal
Contract Start Date (if applicable): 7/1/2026	Monthly Recurring Charge: \$0.00
Contract End Date (if applicable): 6/30/2029	Non Recurring Charge: \$0.00
Special Notes: ERATE 26-27: 470 Application: 260018974 Customer may upgrade services during the term of this contract.	

This Exhibit consists of the following Terms and Conditions, any Sales Quotes, the Sales Disclaimer. This Exhibit together with the General Agreement Cover Sheet and PenTeleData Service Agreement set forth the terms and conditions under which PenTeleData will provide Ethernet Port Services to Customer.

1. **Service:** PenTeleData will provide the above-mentioned Ethernet Port at the noted Service Location, at the rate indicated.
2. For all services above: A. The circuit will be terminated as a full-duplex connection at the port speed marked above. It is Customer's responsibility to ensure that their equipment can handle this connection. B. It is highly recommended that the Customer's equipment supports shaping on the egress, and that this capability is activated and set to the purchased transport speed. C. Customer is responsible for avoiding bridging loops between Ethernet connected networks. D. PenTeleData will support up to 384 unique MAC addresses per port. E. All ports used in these services have an Ethernet Maximum Transmission Unit (MTU) size of 2000 bytes.
3. For EVPL Ethernet Ports: A. For Ethernet Virtual Private Line (EVPL) ports, Customer must specify during implementation which Ethernet Virtual Connection (EVC) a given Customer 802.1q tagged Ethernet Frame will be forwarded across. B. Changes to tag mapping after implementation is complete may be initiated by contacting the PenTeleData Network Control Center. C. Any Ethernet frames sent with 802.1q tags that were not explicitly specified by Customer for mapping will be discarded unless Customer elects to have all unmapped tags forwarded across a single EVC. D. Any Ethernet frames sent containing layer 2 control protocols will be dropped, unless Customer elects to have all layer 2 control protocol frames forwarded across a single EVC.
4. For EPL Ethernet Port: A. For Ethernet Private Line (EPL) ports, all layer 2 Ethernet frames sent to the PenTeleData network, regardless of any dot1q tags they may carry, will be transported to a single, separate EPL Port via a single Ethernet Virtual Connection (EVC). B. Ethernet frames containing layer 2 control protocols will be passed transparently across the EVC to the corresponding EPL Port. C. Multiple EVCs may not be provisioned to a single EPL Port.
5. For Regional Ethernet LAN: The Regional Ethernet LAN (ELAN) service enables 2 or more UNI ports homed from the same PTD node on the same MetroE access switch to communicate at Layer 2. Possible UNI configurations include EPL or EVPL. When using EPL UNI ports all frames are delivered transparently between all ports participating in the Regional ELAN service. When using EVPL UNI ports only the predefined 802.1q C-VLAN frames will be delivered between all the ports participating in the Regional ELAN service. The following limitations exist in the Regional ELAN service. Maximum 25 EVCs per Regional ELAN service. Maximum of 5 VLANs per UNI in EVPL configuration. There is a limit of 500 Ethernet MAC addresses per Regional ELAN.
6. QOS: The PenTeleData network will not adhere to any 802.1p tags or IP TOS/DSCP settings in Customer Ethernet frames, but also will not modify them. Customer is responsible for performing any custom queuing needed on egress.
7. **Term:** A. This Exhibit is effective upon signature by Customer and accepted in writing by PenTeleData as indicated by signature on the General Agreement Cover Sheet and initialed on this Exhibit. (Effective Date) B. The Term of this Agreement begins on the Commencement Date and expires as provided for herein. (Term) The Commencement Date shall be the first day that service is operational as indicated by a notice from PenTeleData to Customer, which shall be incorporated herein by reference. C. This Exhibit shall automatically renew for an additional one year term, after completion of which the agreement will continue on a month to month basis, unless terminated pursuant to the termination procedure in the General Terms and Conditions. D. Recurring Billing shall begin on the Commencement Date. E. Deposits and Installation fees shall be billed within 30 days of the Effective Date of this Agreement.
8. **Early Termination Fees:** The termination fee is 100% of all remaining charges until the end of the initial term. Upon automatic renewal, Early Termination Fees apply to cancellations made prior to the end of the Renewal Term.
9. **Conditions of Use:** A. Users shall not use the PenTeleData Network for any purpose that violates state, local or federal laws or regulations. B. Customer shall indemnify and hold PenTeleData harmless for (including attorney's fees), any and all claims, damages and injuries that arise out of or are connected to User's violation of this Section.



- 10. Reasonable Steps to Assure Compliance: Customer shall be responsible for taking reasonable steps to secure compliance by all persons using the Service at, by, or through, the Customer consistent with the Conditions of Use, above. If a probable violation of the Conditions of Use section is detected, Customer is requested to report the probable violation in as much detail as is practical to assist PenTeleData and other allied organizations in preventing or deterring similar violations.
- 11. Availability Service Level
 - 11.1. Service Availability for EPL Ethernet Ports: Service availability for EPL Ports are covered by the PenTeleData Transport Circuit connected to such port. If no PenTeleData Transport Circuit exists then the Service Availability for a Port is covered by the EVC or L3WAN associated with the port. If the PenTeleData Transport Circuit is not eligible for an Availability Service Level then the Port is not eligible for an Availability Service Level.
 - 11.2. Service Availability for EVPL Ethernet Ports: Service availability for EVPL Ports is covered by the PenTeleData Transport Circuit connected to such port. If no PenTeleData Transport Circuit exists or if the PenTeleData Transport Circuit is not eligible for an Availability Service Level then the Port is not eligible for an Availability Service Level.

Customer Initials: initial

PenTeleData Initials:

Date:

Date:

EPPEX-NE-110716



IPv4 Block Exhibit Sheet

Customer Name: Millville Area School District

Date: 03/30/2026

Service Location: 345 School House Ln, Millville, PA 17846 Service Location ID: SL38253 IPv4 Allocation Size Requested: /24	
Term (if applicable): 36 Months Contract Start Date (if applicable): 7/1/2026 Contract End Date (if applicable): 6/30/2029	Product Classification: Term Renewal Monthly Recurring Charge: \$0.00 Non Recurring Charge:
Special Notes: 204.186.174.0/24 ERATE 26-27: 470 Application: 260018974 Customer may upgrade services during the term of this contract.	

This Exhibit consists of the following Terms and Conditions, any Sales Quotes, Sales Disclaimers, Contracts, and Equipment Rental Agreements. This Exhibit, together with the General Agreement Cover Sheet and PenTeleData Services Agreement-General Terms and Conditions set forth the terms and conditions under which PenTeleData will provide the use of IP Addresses to Customer.

1. In general, our practice is to assign IP addresses to devices, which have multiple clients, simultaneously connecting to them on a consistent basis from the Internet. Where ubiquitous IP technology exists that can be used without impacting performance or security, those technologies are expected to be used to conserve IPv4 address space.
2. Additional IPv4 Addressing, Dedicated Internet Access Service
 - 2.1. For an additional charge, PenTeleData will provide each Dedicated Internet Access Customer globally-routable IPv4 networks on an as-needed basis provided that the Customer's networking needs cannot be satisfied using Network Address Translation (NAT).
 - 2.2. PenTeleData will provide up to a /23 of globally-routable IPv4 addresses such that the Customer can ensure 66% utilization of those IP addresses at the time of the request. All requests for IPv4 addresses require a network map and detailed network information for justification.
 - 2.3. Globally-routable additional IPv4 addresses may change with 120 calendar days notice.
3. Additional IPv4 Addressing, Broadband Internet Service
 - 3.1. For Sonic and Force Broadband Internet Service plans, for an additional charge, PenTeleData will provide each Broadband Internet Service Customer globally-routable IPv4 networks on an as-needed basis provided that the Customer's networking needs cannot be satisfied using Network Address Translation.
 - 3.2. PenTeleData will provide up to a /27 of globally-routable IPv4 addresses such that the Customer can ensure 66% utilization of those IP addresses at the time of the request. All requests for IPv4 addresses require a network map and detailed network information for justification.
 - 3.3. Globally-routable IPv4 addresses may change with 30 calendar days notice.
4. PenTeleData will perform quarterly scans of all IPv4 networks to ensure that they are at least 66% utilized in PenTeleData's estimation. Customers whose IPv4 assignments are found to not be at least 66% utilized must either exchange their assigned IPv4 network for one of a smaller size within 30 days of notice or be assessed a penalty charge in the amount of \$20/quarter for each IPv4 address determined not to be in use by PenTeleData.
5. IPv6 Addressing, Dedicated Internet Access Service
 - 5.1. PenTeleData will provide a /56 network of globally-routable IPv6 addresses to the Customer if requested and on an as-needed basis.
6. IPv6 Addressing, Broadband Internet Access Service
 - 6.1. For Sonic and Force plans, PenTeleData will provide a /56 network of globally-routable IPv6 addresses to the Customer if requested and on an as-needed basis.
 - 6.2. For non-Sonic and non-Force plans, additional globally-routable IPv6 addresses are not available.
7. All IP addresses allocated to a Customer remain the property of PenTeleData. The Customer may only use the allocated IP addresses so long as they maintain a Dedicated Internet Access Service or Broadband Internet Access Service with PenTeleData.

Customer Initials: 

PenTeleData Initials:

Date:

Date:

EXHIBIT-CODE-123





Point to Point Transport Exhibit Sheet

Customer Name: Millville Area School District

Date: 03/30/2026

A End Service Location: splice point near the 80 underpass and Old Berwick Rd, Bloomsburg, PA 17815 A End Service Location ID: SL38254	
Z End Service Location: 345 School House Ln, Millville, PA 17846 Z End Service Location ID: SL38253	
Speed: 2Gbps PTD Circuit ID: PTD9000064-2	Transport Type: Off Net Protection: Standard
Term (if applicable): 36 Months Contract Start Date (if applicable): 7/1/2026 Contract End Date (if applicable): 6/30/2029	Product Classification: Term Renewal Monthly Recurring Charge: \$900.00 Non Recurring Charge: \$0.00
Special Notes: ERATE 26-27: 470 Application: 260018974 Customer may upgrade services during the term of this contract.	

Z End Service Location: splice point near the 80 underpass and Old Berwick Rd, Bloomsburg, PA 17815 Z End Service Location ID: SL38254	
Speed: 2Gbps PTD Circuit ID: PTD9000064-1	Transport Type: On Net Protection: Standard
Term (if applicable): 36 Months Contract Start Date (if applicable): 7/1/2026 Contract End Date (if applicable): 6/30/2029	Product Classification: Upgrade Monthly Recurring Charge: \$750.00 Non Recurring Charge: \$0.00
Special Notes: ERATE 26-27: 470 Application: 260018974 Customer may upgrade services during the term of this contract.	

1. This Exhibit consists of the following Terms and Conditions, any Sales Quotes, the Sales Disclaimer. This Exhibit together with the General Agreement Cover Sheet and PenTeleData Service Agreement set forth the terms and conditions under which PenTeleData will provide Point-to-Point Transport Services to Customer.
2. Service: A. PenTeleData will provide the above-mentioned connection from each Customer Service Location, either through Telco or cable facilities, at PenTeleData's option, to the nearest PenTeleData Point of Presence. B. Transport: PenTeleData will provide Customer with Point-to-Point Transport at the base rate indicated.
3. Ethernet: A. The Ethernet circuit will be terminated as a full-duplex connection at the port speed marked above. It is Customer's responsibility to ensure that their equipment can handle this connection. B. It is highly recommended that the Customer's equipment supports shaping on the egress,



and that this capability is activated and set to the purchased transport speed. C. The Customer is responsible for avoiding bridging loops between Ethernet connected networks. D. All Ethernet transport will have a Maximum Transmission Unit (MTU) size of 2000 bytes.

4. DS1: A. All DS1 connections use B8ZS line encoding and ESF framing unless otherwise specified on this exhibit. B. Fractional DS1: Customer CSU/DSU must be capable of activating specified individual channels.
5. Wireless: A. The wireless circuit will be terminated as a full-duplex connection at the port speed marked above. It is Customer's responsibility to ensure that their equipment can handle this connection. B. It is highly recommended that the Customer's equipment supports shaping on the egress, and that this capability is activated and set to the purchased transport speed. C. The Customer is responsible for avoiding bridging loops between Ethernet connected networks. D. All wireless transport will have a Maximum Transmission Unit (MTU) size of 1540 bytes. E. The wireless link will use FCC licensed spectrum which will be obtained and managed by PenTeleData. F. No encryption will be performed on the wireless link. If Customer feels that encryption is necessary it is recommended that Customer perform encryption end to end between security gateways.
6. Wavelength: The connection encoding will be LAN PHY at the speed, layer 2 protocol, and fiber type listed above
7. Demarcation: By default, all lines are terminated at the Provider's Demarcation point. Circuit extensions can be performed at PTD's standard time and materials rate. In addition, Customer will provide the necessary cables to connect to PTD equipment at all locations. PTD responsibility ends at PTD DEMARC unless otherwise specified. PenTeleData may require a 2' x 2' plywood backboard to be mounted at the DEMARC for the mounting of equipment to enable the Service.
8. PTD will not be responsible for any damage due to Customer neglect, including but not limited to, electrical power considerations. Customer is responsible for providing a clean, uninterrupted power supply (UPS) or PTD can supply a UPS at an additional cost if required. Any incompatibility with Customer's existing equipment that requires additional technician time will be billed at the current labor rate.
9. Term: A. This Exhibit is effective upon signature by Customer and accepted in writing by PenTeleData as indicated by signature on the General Agreement Cover Sheet and initialed on this Exhibit. (Effective Date) B. The Term of this Agreement begins on the Commencement Date and expires as provided for herein. (Term) The Commencement Date shall be the first day that service is operational as indicated by a notice from PenTeleData to Customer, which shall be incorporated herein by reference. C. This Exhibit shall automatically renew for an additional one year term, after completion of which the agreement will continue on a month to month basis, unless terminated pursuant to the termination procedure in the General Terms and Conditions. D. Recurring Billing shall begin on the Commencement Date. E. Deposits and Installation fees shall be billed within 30 days of the Effective Date of this Agreement.
10. Early Termination Fees: The termination fee is 100% of all remaining charges until the end of the initial term. Upon automatic renewal, Early Termination Fees apply to cancellations made prior to the end of the Renewal Term.
11. Conditions of Use: A. Users shall not use the PenTeleData Network for any purpose that violates state, local or federal laws or regulations. B. Customer shall indemnify and hold PenTeleData harmless for (including attorney's fees), any and all claims, damages and injuries that arise out of or are connected to User's violation of this Section.
12. Reasonable Steps to Assure Compliance: Customer shall be responsible for taking reasonable steps to secure compliance by all persons using the Service at, by, or through, the Customer consistent with the Conditions of Use, above. If a probable violation of the Conditions of Use section is detected, Customer is requested to report the probable violation in as much detail as is practical to assist PenTeleData and other allied organizations in preventing or deterring similar violations.
13. Off-Net circuit charges: Off-Net circuits are circuits which are not 100% provided by a PenTeleData LP1 Partner and denoted as Off-Net in this exhibit's form field "Transport Type". Off-Net circuits are contracted through a transport provider. If the Transport Provider increases the rate during the term, the increase will be passed through to the Customer. Off-Net circuit fees contained within this quotation are estimates, and may not fully include all taxes, cross connects and facility entrance fees, which will be invoiced to the Customer at the time of billing.
14. All transport services ordered from PenTeleData will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by PenTeleData, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a PenTeleData provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to PenTeleData that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Customer Order.
15. Charges for certain Services are subject to additional taxes and fees including, but not limited to, Sales Tax, PA GRT and USF Recovery fees.
16. Equipment Location: PenTeleData will install its equipment necessary to provide the Service at the PenTeleData specified demarcation location. This equipment is the property of PenTeleData and may not be altered, moved or removed except by authorized PenTeleData personnel. Altering, moving or removing the equipment voids any warranty and all PenTeleData Availability Service Level obligations described below. Additionally, Customer will be charged and agrees to pay PenTeleData's normal time and material rates to restore the Equipment to its installation location.
17. Availability Service Level
 - 17.1. Service Availability for Internet Circuits: Service availability for on-net last mile circuits that only deliver PenTeleData Internet Service and are directly
 - 17.2. Definitions:
 - Last mile – a data circuit between Customer's Service Location and a PTD node used to provide Customer access to the PTD backbone
 - Private line – a data circuit between two Customer Service Locations that is not multiplexed with any other network traffic
 - 17.3. Service Availability for private line and last mile circuits:
 - 17.3.1. Definition of unavailable; A private line or last mile circuit is considered unavailable when at least one of the following criteria are met:
 - 17.3.1.1. Packet loss between the NID at Customer Service Location and the PTD Customer edge switch exceeds 0.1%.
 - 17.3.1.2. Latency (round-trip) between the NID at Customer Service Location and the PTD Customer edge switch exceeds 10ms.
 - 17.3.1.3. Jitter (variation in latency) between the NID at Customer Service Location and the PTD Customer edge switch exceeds 2ms.
 - 17.3.1.4. In the case of a private line, these metrics are measure between Customer edge routers at the two Customer Service Locations.
 - 17.3.2. The following causes shall not be considered in calculating unavailability credits or chronic outage remedies: Unavailability as a result of Force Majeure (as defined in the General Terms and Conditions), unavailability as a result of scheduled maintenance windows for on-net circuits, unavailability as a result of off-net and unprotected circuit maintenance which may occur at any time without notice, unavailability as a result of Customer circuit overutilization, unavailability as a result of Customer network/equipment failure, and unavailability as a result of Customer refusing to let authorized repair personnel onsite access as necessary are not applicable. On-Net circuit maintenance windows are Tuesday and Thursday 12AM ET – 6AM ET with notification of planned outages for on-net circuits 10 business days prior to maintenance window.



17.3.3. Unavailable service credits: Unavailable time is accumulated over a calendar month. Off-Net last mile and private line circuits are not eligible for unavailability service credits. Credits may be issued as noted below based on the accumulation of unavailable time and are a percentage of the monthly recurring charge for the last mile or private line service. Customer must request credits or contract terminations within 14 days after the end of a calendar month for outages occurring during that month.

Standard on-net circuits	
Cumulative Unavailability (hrs:mins:secs)	Credit, % of MRC
00:00:00 – 00:15:00	No Credit
00:15:01 – 00:45:00	5%
00:45:01 – 04:00:00	10%
04:00:00 – 08:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:00 or greater	100%

Chronic Outage for on-net PenTeleData circuits: Customers may terminate an affected on-net PenTeleData transport circuit, and all associated ports, L3 MPLS WANs, and EVC's up to the first PenTeleData Multiplex or MPLS L3 WAN port where other circuits, VLANs or networks from the same Customer were not errored for the same outage without termination liability if A. A Standard on-net circuit experiences 4 or more instances where service was unavailable for greater than 2 hours each over a calendar month or more than 30 hours of total unavailability over a calendar month. B. A completely unprotected on-net circuit experiences 3 or more outages of greater than 12 hours each of unavailability over a calendar month or more than 48 hours of unavailability over a calendar month.

Construction Costs and any Firm Order Commitment (FOC) Date provided in this agreement are estimates and may be revised if network extension is required or upgrades or the presence of unusual physical, legal, or accessibility conditions are encountered upon actual inspection of the Service Location (Special Circumstances). Upon encountering Special Circumstances such as, but not limited to:

- the need to trench, bore, or cut a roadway or move rocks to install a new conduit
- performing Make Ready
- requiring traffic control
- needing a new riser outside of the Service Location to reach the service entrance
- circuit delivery is requested at a location inside the Service Location other than the existing service entrance
- excess line extension

Provider shall notify Customer of the Special Circumstances and any additional Construction Costs and changed FOC date caused thereby. Customer may terminate this agreement within 5 business days of receipt of the notice or agree to pay the additional Construction Costs and accept the adjusted FOC date (if applicable)

Customer Initials: _____

PenTeleData Initials: _____

Date: _____

Date: _____

TPTEX-KL-082225

PenTeleData General Terms and Conditions

The following General Terms and Conditions apply to all products and services provided pursuant to this Agreement and Service Exhibits.

1.0 Billing

1.1 Customer shall pay PenTeleData for its use of the Services at the rates and charges specified in the Exhibits, without deduction, set off or delay for any reason, including circumstances arising under any other Exhibit. Charges set forth in the Exhibits do not include applicable taxes.

1.2 Payment is due within 30 days after the date of invoice and shall refer to the invoice number. Any restrictive endorsements or other statements on checks are invalid. Customer shall reimburse PenTeleData for all collection costs, including reasonable attorney's fees, associated with collecting delinquent or dishonored payments. A returned check fee of \$20 shall apply. Past due amounts will be assessed a 1.5% with a minimum \$2 interest charge per month or the maximum rate allowed by law.

1.3 Customer may be required to pay a deposit or prepay for certain services.

1.4 Customer is responsible for all shipping charges, sales and use taxes, and all other taxes and levies which are applicable to this Agreement and the provision of services there under, including personal property tax on the equipment used by PenTeleData in connection therewith, if any, but excluding tax on PenTeleData's income. Valid tax exemption certificates must be provided prior to the commencement of Services.

1.5 Customer may incur charges from third party service providers that are separate and apart from, or based on the amounts charged by PenTeleData. These may include, without limitation, accessing on-line services, calls to parties who charge for their telephone based services, purchasing or subscribing to other offerings via the Internet or interactive options on certain Video services, or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

1.6 PenTeleData may adjust the charges for the services provided hereunder upon the expiration of the initial term set forth herein or by giving customer at least thirty (30) days prior written notice. If PenTeleData increases the service charges, customer may terminate this Agreement upon written notice to PenTeleData prior to the effective date of the increase.

1.7 PenTeleData may assess reasonable Time and Material Charges when a Customer reports an issue to PenTeleData for repair or trouble isolation that requires a Dispatch and no trouble is found in PenTeleData or its Partners facilities and/or network, or with any PenTeleData managed customer premise equipment.

1.8 All transport services ordered from PenTeleData will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by PenTeleData, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a PenTeleData provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to PenTeleData that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Customer Order.

1.9 Charges for certain Services are subject to additional taxes and fees including, but not limited to, Sales Tax, PA GRT and USF Recovery fees. Such charges are subject to change by PenTeleData and shall be applied in absence of a valid tax exemption certificate.

2.0 Customer Responsibilities for Users

2.1 A User is anyone who Customer permits, by commission or omission, to use or access any Service, including but not limited to Customer's Affiliates.

2.2 Customer represents and warrants that its use and User's use of Services will at all times comply with all applicable laws, regulations and written and electronic instructions for use, including all policies posted from time to time on the PenTeleData website, <http://www.penteledata.net/aup>.

2.3 Except as expressly stated in an Exhibit, Customer may not resell any Services.

2.4 Customer authorizes PenTeleData to monitor and record calls and transmissions to or from PenTeleData sales, billing, and support staff concerning the Services in order to detect fraud, check quality and operate, maintain and repair the Services. Said information shall be disclosed only for internal purposes, in case of emergency as determined by PenTeleData, at the request of law enforcement officials and as otherwise may be required by law.

2.5 PenTeleData uses a third-party collection agency to assist in collecting past due accounts. PenTeleData provides its collection agency with Customer billing data and account information to verify Customer's identity for collection purposes.

3.0 Leases



- 3.1 Unless otherwise stated as equipment or facilities purchased by Customer herein, all facilities regarding Internet Access shall be leased, as opposed to purchased from PenTeleData. Customer gains no ownership interest in the leased facilities and has no right to purchase said facilities.
- 3.2 PenTeleData and its agents or assigns shall maintain exclusive management and maintenance control over the facilities leased hereunder. For the purposes of this Agreement, facilities shall include but are not limited to fiber optic cables, CSU/DSUs, modems, routers, ATM switches, etc.
- 3.3 Any software provided by PenTeleData is subject to the software designer's license agreement. Nothing herein shall be construed to convey to Customer any ownership or use in the software greater than the license provided by the designer/copyright owner.
- 3.4 The Network is and shall remain the property of PenTeleData regardless of whether installed within or upon the Service Location(s) and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs PenTeleData's title to the Network, or any portion thereof, or exposes PenTeleData to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude PenTeleData from using the Network for services provided to other PenTeleData customers. For a period of three (3) months following PenTeleData's discontinuance of Service to the Service Location(s), PenTeleData retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Service Location. To the extent PenTeleData removes such portion of the Network it shall be responsible for returning the Service Location(s) to its prior condition, reasonable wear and tear expected.
- 3.5 In order to deliver certain Services to Customer, PenTeleData may require access, right-of-way, conduit, and/or common room space ("Access"), both within and/or outside each Service Location. Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the PenTeleData Equipment used to provide the Services within the Service Location(s). Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term and/or Renewal Term, such Access within each Service Location unless PenTeleData has secured such access prior to this Agreement. In the event that Customer fails to secure or maintain such Access within a particular Service Location, PenTeleData may cancel or terminate Service at such particular Service Location, without further liability, upon written notice to Customer. In such event, if PenTeleData has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those costs and expenses shall apply to Customer's final invoice for that particular Service Location. If PenTeleData is unable to secure or maintain Access outside of a particular Service Location, in which Access is needed to provide Services to such Service Location, Customer or PenTeleData may cancel or terminate Service at such particular Service Location, without further liability beyond the termination date, upon a minimum forty-five (45) days' prior written notice to the other party. In such event, if PenTeleData has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, PenTeleData shall be responsible for such costs or expenses. Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use.

4.0 Hazardous Materials

- 4.1 If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, PenTeleData may immediately stop providing Services until such a time as such materials are removed. Alternatively Customer may notify PenTeleData to install the applicable portion of the Service in areas of any such Service Location not containing such hazardous material. Any additional expense incurred by PenTeleData as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer. Customer shall use reasonable efforts to maintain its property and Service Locations in a manner that preserves the integrity of the Services.

5.0 Publicity

- 5.1 Each Party agrees that the other will not make any public statement or announcement regarding this Agreement without the consent of the other. Such consent will not be unreasonably withheld.
- 5.2 Notwithstanding the foregoing, Customer agrees to permit PenTeleData to identify Customer as a customer in marketing and advertising materials.
- 5.3 Each party agrees not to display or use, in advertising or otherwise, any of the other parties logos, trademarks, service marks or otherwise without the consent of the other. Such consent shall not be unreasonably withheld.

6.0 Equipment not provided. PenTeleData shall not be responsible for the installation, operation or maintenance of equipment, facilities and software not provided by PenTeleData; nor shall PenTeleData be responsible for the transmission or receipt of information by equipment, facilities and software not provided by PenTeleData.

7.0 No Warranties; Limitation of Liabilities

- 7.1 Except for service warranties contained herein or in an attached exhibit, PenTeleData does not make any express or implied warranty of any kind. Specifically, there is no express or implied warranty of merchantability or fitness for a particular purpose for the service provided hereunder.

7.2 Except for service warranties contained in an attached exhibit, PenTeleData will not be responsible for any loss of data from delays, non deliveries, incorrect deliveries, service interruptions, including those caused by the negligence, errors or omissions of PenTeleData, or other losses or damages.

7.3 PenTeleData shall not be liable to Customer for any damage arising from any event that is out of the control of PenTeleData. Neither shall PenTeleData be liable to Customer for indirect, special, incidental, exemplary, consequential, or any other form of money damages, including, but not limited to, lost profits, or for the loss of data or information of any kind, however caused, and arising out of or in connection with the performance of PenTeleData, or the provision of services or performance hereunder, whether based in contract, tort, or any other legal theory, and whether or not PenTeleData has been made aware of the possibility of such damages.

7.4 Any damages not excluded by this section or any provision of an Exhibit shall be limited to proven direct damages not to exceed per claim or in the aggregate during any twelve-month period the total net payments made by customer for the applicable service under the applicable attachment during the 12 months preceding the month in which the damage occurred.

7.5 This Agreement does not expressly or implicitly provide any third party (including Customer's Users) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

7.6 Notwithstanding the performance standards identified in an exhibit, the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications or activities where absolutely accurate data or information is required.

7.7 Customer's sole and exclusive remedies are expressly set forth in the Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of PenTeleData is limited to the maximum extent permitted by law.

8.0 Indemnification

8.1 The parties agree to indemnify fully, defend and hold harmless each other and their respective parents, affiliated or subsidiary companies and officers, agents and employees from and against any and all third party claims, (including Users) demands, damages and costs (including without limitation, reasonable attorney's fees), liabilities, suits, actions and proceedings of any nature and regardless of form of action arising from or in connection with this Agreement.

8.2 The indemnified party will notify the indemnifying party in writing promptly upon learning of any claim or suit for which indemnification may be sought; provided that failure to do so shall not affect the indemnity except to the extent the indemnifying party is prejudiced thereby.

8.3 The indemnifying party shall have control of the defense or settlement provided that the indemnified party shall have the right to participate in such defense or settlement with counsel of its own choosing and at its sole expense.

8.4 The indemnified party shall reasonably cooperate with the defense, at the indemnifying party's expense.

8.5 The indemnifying party shall not, without the indemnified party's express prior written consent, make any admission or stipulation, or consent to any settlement agreement or injunctive or non-monetary relief which could adversely affect any indemnified party.

9.0 E-mail de-activations. Any PenTeleData provided e-mail box that is inactive for six consecutive months will be deleted. Any e-mail within an inactive e-mailbox is probably spam and will be automatically deleted without inspection along with the e-mail box. Once deleted, the e-mail address associated with the e-mailbox will be deleted and become available for assignment to other customers. An e-mailbox is inactive if it has not been checked in 6 months, does not have an e-mail forward associated with it and is not the primary login for a dial-up account. If you intend to keep a mailbox active you may do so by retrieving e-mail from within the e-mailbox at least once every 6 months. PenTeleData is not responsible for any loss of any kind because of the deletion of boxes or the e-mail inside. If your e-mailbox is deleted for inactivity, you may contact Customer Service at 800.281.3564 to have the e-mailbox reinstated if the e-mail address is still available.

10.0 Prohibited Assignments. Without the prior written consent of the other party, which shall not be unreasonably withheld, neither party may assign this Agreement or the performance of its obligations under this Agreement.

11.0 Governing Law. The parties will negotiate in good faith in an effort to resolve any dispute, disagreement or claim without resort to formal legal proceedings. During the course of such negotiations, all reasonable requests made by one party to the other for information will be honored in order that each of the parties may be fully apprised of the situation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania. The Courts of Carbon County, Pennsylvania shall be the exclusive forum for any disputes arising out of this Agreement.

12.0 Right to Equitable Relief. The parties agree that a breach of the conditions of use provision of this Agreement and the Exhibits would result in substantial damages to PenTeleData, which would be difficult, if not impossible, to ascertain and, by reason of that fact, the parties agree that in the event of any breach of these paragraphs, PenTeleData, its successors and assigns, shall have the right to enforce the Conditions of Use provisions by injunction or other proceedings in equity.

13.0 Notices. Notices under this Agreement shall be given by delivery in person to an officer of the other party (in which event notice shall be deemed given at the time of that delivery), or by first class U.S. Mail or by overnight private carrier (e.g., UPS, FedEx), in which event notice shall be deemed given 3 business days after such deposit of notice with the carrier with the cost of delivery full pre-paid. To be effective, notices given via the U.S. Mail or private carrier shall be followed within 24 hours with fax or electronic mail delivery of said notice.



14.0 Force Majeure. Failures of service by the local exchange or the interexchange carrier, local cable company, or other third party or by strikes, labor disturbances, Acts of God, or any event of force majeure which prevents commencements of service hereunder or causes material continuing degradation of service under this Agreement shall give both PenTeleData and Customer a right to terminate this Agreement. No damages or cost reimbursements will be owed by either party to the other if this Agreement is terminated on account of an event of force majeure or an act of an unrelated third party. In any event, each party shall cooperate to enable PenTeleData to remove the Equipment, if any, and otherwise to cease providing service without undue cost or delay.

15.0 PenTeleData may send service affecting information to the e-mail addresses indicated on the master contract, those provided by the customer to the PenTeleData Sales-Engineering team for notification, those provided by the customer to the PenTeleData Network Control Center, as well as any that the customer configures through the PenTeleData customer portal. PenTeleData may send PenTeleData announcements and promotional information to addresses listed on the master contract as well as those addresses provided by the customer to the PenTeleData Sales or Commercial Customer service group.

16.0 Termination

16.1 If a party breaches any material term of this Agreement and fails to remedy the breach within 30 days of receipt of written notice, the other party may terminate for cause any Exhibit affected by the breach. If Customer fails to pay any charge when due and such failure continues for 30 days, PenTeleData may, at its option, terminate affected Exhibits, suspend Service under affected Exhibits, require a deposit under any or all Exhibits as a condition of continuing Service and/or terminate this entire Agreement. Reactivation of suspended Service is subject to a reactivation fee.

16.2 An Exhibit may be terminated immediately upon written notice by either party, only if: the termination is mandated by governmental or regulatory authority; or the other party files a bankruptcy petition or has an involuntary bankruptcy petition filed against it.

16.3 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on applicable law and regulations as they exist on the date of execution of this Agreement. The Parties agree that in the event of any subsequent decision by a legislative, regulatory or judicial body, including any regulatory or judicial order, rule, regulation, decision in any arbitration or other dispute resolution or other legal or regulatory action that materially affects the provisions or ability to provide Services on economic terms of the Agreement, PenTeleData may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the Parties can't reach resolution on new Agreement terms, PenTeleData may, in its sole discretion, terminate this Agreement, in whole or in part, upon forty-five (45) days written notice to Customer.

16.5 Termination by either party of an Exhibit does not waive any other rights or remedies it may have under this Agreement.

16.6 Termination or suspension of an Exhibit, except as provided in 16.1, shall not affect the Services provided or the rights and obligations of the parties under any other Exhibit.

16.7 Either party may terminate any Exhibit, after the expiration of the Exhibit's initial Term, upon 60 days prior written notice to the other party; further, Customer may terminate any Exhibit with 30 days prior written notice and payment of any applicable Termination Charges.

16.8 Early Termination Charges. Unless otherwise noted in the exhibit, the termination charge is 100% of the remaining charges for all the exhibits until the end of the initial term.

16.9 PenTeleData may terminate any Exhibit for Customer's breach of this Exhibit, including without limitation failure to abide by the Conditions of Use and delinquency. Upon termination, Customer shall be liable for all charges incurred as of the date of termination, and, if applicable, any Termination Charges associated with any Exhibit.

17.0 Entire Agreement. The Agreement, Cover sheet and each of the Exhibits, if any, represents the complete agreement and understanding of the parties with respect to the subject matter herein, and supersedes any other agreement or understanding, written or oral. PenTeleData may change or modify the Agreement, and any related policies from time to time ("Revisions"). Customer will receive notice of the Revisions in the next applicable monthly invoice or via e-mail to the account authorized contact. The Revisions are effective upon notification. Customer shall have forty five (45) calendar days from the notification of such Revisions to provide PenTeleData with written notice that the Revisions adversely affect Customer's use of the Service(s). If after notice PenTeleData is able to verify such adverse effect but is unable to reasonably mitigate the Revision's impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to PenTeleData beyond the termination date, including early termination charges, if any. This shall be Customer's sole and exclusive remedy.

18.0 Severability. If any portion of this Agreement is found to be unenforceable or invalid, the remaining provisions shall remain effective and the parties shall promptly negotiate to replace invalid or unenforceable portions that are essential parts of this Agreement.

19.0 Taxes, Fees and Surcharges.

19.1 PenTeleData's rates and charges for service are exclusive of the following taxes, fees and surcharges. Taxes, fees and surcharges include, but are not limited to the following:

19.1.1 Applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts and value added taxes

19.1.2 Tax-like charges to recover charges PenTeleData is required or permitted by a governmental or quasi-governmental authority to collect from others or pay to others in support of statutory or regulatory funds or programs

19.1.3 All other tax-like charges that are imposed or operate like taxes, but are not directly referred to as taxes

19.1.4 Any tax imposed by an authority on the benefits of a promotion offered by PenTeleData involving services or goods of a third party as well as all other taxes

19.1.5. A tax-related surcharge to recover a tax or fee imposed in a jurisdiction which levies, or asserts a claim of right to levy:

19.1.5.1 A gross receipts tax, a license tax, or other tax-like charge on PenTeleData's gross receipts, revenues or operations; and

19.1.5.2 A tax on interstate access charges incurred by PenTeleData for access to telephone exchanges based on the amount paid for interstate access charges; and

19.1.5.3 A Property Surcharge which allows PenTeleData to recover a portion of the property tax it pays to state and local jurisdictions; and

19.1.5.4 A Cost Recovery Fee which allows PenTeleData to recover regulatory fees and expenses incurred by PenTeleData such as FCC regulatory fees, federal regulatory fees to fund programs, various State Public Utilities Commission (PUC) fees, various state business licenses, and various state annual regulatory fees; and

19.1.5.5 Franchise Cost Recovery Fees which allow PenTeleData to recover local government franchise fees and right-of-way costs incurred for the use of the public right-of-way; and

19.2 An Administrative Expense Fee to recover a portion of internal costs and expenses incurred by PenTeleData to implement, administer, and comply with federal regulations and programs.

19.3 All taxes, tax-like charges and the tax-related surcharges are referred to collectively as "Tax(es)."

19.3.1 PenTeleData will assess all applicable taxes and the customer will be responsible for paying these taxes.

19.4 If PenTeleData collects Taxes and a challenged Tax is found to have been invalid and unenforceable, and if the amounts collected were retained by PenTeleData or delivered over to the jurisdiction and returned to PenTeleData, PenTeleData, in its sole discretion, may reduce service rates for a fixed period of time in the future in order to flow-through to customers an amount equivalent to the amounts collected, credit or refund such amounts to affected customers (less its reasonable administrative costs), or negotiate an arrangement with the jurisdiction to provide a future benefit for customers in that jurisdiction.

19.4.1 PenTeleData reserves the right to collect any applicable Taxes retroactively.

19.5 If the Customer provides PenTeleData with a duly authorized exemption certificate, PenTeleData will exempt the Customer in accordance with law, effective on the date PenTeleData receives the properly executed certificate.

19.5.1 There are some charges that are not eligible for exemption.

19.6 If the Customer is required by the laws of any foreign tax jurisdiction to withhold income or profit taxes from a payment, within 90 days of the withholding, the Customer shall provide PenTeleData with official tax certificates documenting remittance of the taxes.

19.6.1 The tax certificates shall be in a form sufficient to document qualification of the taxes for the foreign tax credit allowable against PenTeleData's U.S. corporation income tax, and shall be accompanied by an English translation.

19.6.2 Upon receipt of the tax certificate, PenTeleData will issue the Customer a credit for the amounts represented.

19.7 More detailed information regarding applicable federal, state and local taxes, fees and surcharges is provided below:

19.8 Federal, state and local governments assess a variety of taxes and surcharges. PenTeleData collects the required taxes and remits the appropriate amounts to the taxing agencies. There are several types of federal, state and local taxes, fees and surcharges that apply to services sold by PenTeleData including:

19.8.1 Federal Universal Service Fund Surcharge (FUSF) – see below section on FUSF for more detail

19.8.2 Federal, state and local taxes, fees and surcharges – see below section on taxes for more detail

19.8.3 Other surcharges – see below section on other surcharges for more detail

19.9 The information contained in this document is for reference only and is subject to change without notice. It is not intended to replace or supersede any Federal, State or Local laws and regulations. Updated information with respect to changes in Federal, State and Local taxes can be obtained from the respective governmental agencies.

19.10 FEDERAL UNIVERSAL SERVICE FUND (FUSF)

19.10.1 The Federal Universal Service Fund (FUSF) surcharge is billed at the FUSF rate established by the FCC. The rate changes from time to time, generally on a quarterly basis. It is a regulatory charge, not a tax.

19.10.2 The FSF surcharge is a percentage of all applicable charges appearing on a Customer's invoice. The current percentage can be found at <https://www.fcc.gov/general/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support>. The FUSF surcharge applies to telecommunications services subject to direct regulation by the Federal Communications Commission (FCC), as well as to interconnected VoIP. A Customer will not be required to pay the FUSF if it demonstrates to the Company's reasonable satisfaction that it is acquiring the Company's services for resale, i.e., not for its own internal use, and is contributing directly into the government's Universal Service funding programs.

19.10.3 The FUSF will: (i) be calculated after the application of promotional and other discounts; (ii) not be eligible to receive promotional or any other discounts; (iii) be calculated based upon the rates and charges applicable to the Customer's total interstate and international service, unless otherwise specified; (iv) apply to tax-like and/or tax-related surcharges as defined or described herein; and (v) not apply to calls using Telecommunications Relay Service (TRS) or to calls originated by certified Customers with hearing or speech impairments.



19.10.4 Universal Service is a Federal Communications Commission (FCC) program designed to ensure affordable access to telecommunications services to low-income customers, rural areas, school and libraries, and rural healthcare facilities. The FUSF was established by Congress in order to promote and encourage telecommunications infrastructure and service availability nationwide. The FCC is the agency responsible for the regulation of domestic interstate and U.S.-to-international telecommunications services.

19.10.5 All telecommunications providers that offer interstate and international voice and data, private line, and other regulated services in the United States are required by the FCC to contribute on an equitable and nondiscriminatory basis to the FUSF.

19.10.6 This includes customers whose circuits with PenTeleData have only one end-point in the United States, even if that circuit is being cross-connected by the customer ultimately to terminate internationally.

19.10.7 Interstate circuits have FUSF applied to 100% of the revenue if both ends of the circuit are within the United States.

19.10.8 International circuits have FUSF applied to 50% of the revenue when only one end-point is in the United States.

19.10.9 Taxes generally are assessed on the FUSF surcharge. It is important to understand that the FUSF surcharge is not a tax. It is a charge that the government imposes on telecommunications carriers on the voice and data revenues they collect. The FCC allows carriers to recover the cost of the surcharge from its end-user customers. Thus, the FUSF surcharge is not considered a tax and must be taxed as normal revenues.

19.11 FEDERAL, STATE AND LOCAL TAXES, FEES AND SURCHARGES BILLED IN ADDITION TO FUSF

19.11.1 Below is a summary list of the various federal, state and local taxes, fees and surcharges that PenTeleData bills to its customers in addition to FUSF addressed above. Most of these charges are imposed directly on the customer and are collected and remitted by PenTeleData as an agent for the taxing authority.

19.11.1.1 Federal Excise Tax

19.11.1.2 State, County, City and Special District Sales Taxes

19.11.1.3 State and Local Telecommunications Taxes

19.11.1.4 E-911 Fees

19.11.1.5 Gross Receipts Tax Surcharges

19.11.1.6 State Universal Service Fund Surcharges \State Regulatory Fees

19.11.1.7 State and Local Right of Way Fees/Franchise Fees

19.11.1.8 Special Taxes and Fees

19.11.2 In some situations, certain customers may be exempt from certain taxes and governmental surcharges. This is usually in the case of customers who are reselling the services they purchase or customers who are exempt charitable, government or religious organizations

19.11.3 PenTeleData does not determine a customer's tax-exempt status. It is the customer's responsibility to advise PenTeleData of its tax-exempt status.

19.11.4 PenTeleData will bill tax and surcharges until proper notice of exempt status and properly executed exemption documentation is provided.

19.11.5 Combined federal, state and local taxes, fees and surcharges can range from 0-45+%.

20.0 PenTeleData Commercial business hours PenTeleData's normal business hours are 8AM to 5PM Eastern, Monday through Friday, excluding PenTeleData observed holidays. PenTeleData's observed holidays are:

New Year's Day

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Christmas Eve

Christmas Day

(GTC-KL-030725)



EQUIP ONLINE LEARNING SERVICES AGREEMENT

Proposal by: Dan Feldhaus

Coordinator of Online Learning
BLaST Intermediate Unit 17



BLAST INTERMEDIATE UNIT 17

As an educational service agency, BLaST Intermediate Unit 17 is proud to support its schools and communities across Bradford, Lycoming, Sullivan, and Tioga Counties, as well as its business partners throughout Pennsylvania. At BLaST, our vision is to transform lives and communities through educational services. We strive to achieve this vision through our mission of providing, facilitating, and creating high-quality educational solutions.

EQUIP ONLINE LEARNING SERVICES

eQUIP Online Learning Services was created by BLaST Intermediate Unit to meet the online learning needs of our region's school districts, private schools, and communities. Established in 2014, we provide learners, teachers, and administrators with personalized, engaging, and meaningful learning opportunities. Currently, we have over 20 affiliate programs who have joined us on the journey to integrate online learning into their programs.

eQUIP's vision is the integration of online learning in all of our school districts, non public schools, and internal programs.

The mission of eQUIP is to provide learners, teachers, and administrators with personalized, engaging, and meaningful learning opportunities.

eQUIP offers opportunities for affiliates to offer online learning, summer school, industry-recognized credentials, personalized learning, program customization, and course customizations.

Equipping learners digitally

eQUIP Online Services Overview

eQUIP Online Services, a program of BLaST IU 17, provides services to LEAs who wish to offer online learning options for students. eQUIP assists the LEA in providing an in-house online learning solution. In addition, eQUIP provides options for enrichment and credit recovery. Students who enroll in the in-house online learning program remain enrolled at the LEA. eQUIP, by name, is used to describe the services provided to the LEA and is not intended to be used as the name for the in-house program. Students do not “attend eQUIP” or become “eQUIP students” when enrolling in the eQUIP-supported online learning program.

Responsibilities of eQUIP and Services

1. Provide consultation and training in regards to the design of the LEA program.
2. Provide consultation on curriculum options for student enrollments.
3. Training/Ongoing Support
 - a. Train the LEA Point of Contact (PoC) and additional support staff on the use of all eQUIP systems.
 - b. Provide regular virtual touchpoints with LEA PoCs to provide updates and general support.
 - c. Provide 3 professional development opportunities (in-person or virtual) for PoCs throughout the year.
 - d. Provide technical support through an online ticket system and live phone support.
 - i. Support hours are Monday through Friday, 8:00 a.m. to 4:00 p.m., excluding IU-designated holidays.
 - e. Communicate eQUIP news, service updates and system notices to the LEA PoC.
4. Work with third parties to establish the online learning portal.
5. Collaborate with curriculum providers to ensure LEA needs are met through existing or proposed curriculum.
6. Maintain confidentiality and FERPA obligations regarding LEA student information.

LEA Responsibilities:

- The LEA agrees to pay all associated fees (see Pricing Guide).
 - Service Cost Recovery for Non-Utilizing Affiliates: If an affiliate requests and receives onboarding or support services (e.g., training, consultations, meetings, data analysis, etc) but does not engage in billable use of our products, BLaST may invoice the affiliate at current hourly billable amount to recover the value of services provided in anticipation of active usage.



1. The LEA agrees to provide a PoC to serve as a liaison to the eQUIP program. The LEA acknowledges that the PoC is authorized to make programmatic decisions regarding the eQUIP program on behalf of the LEA.
2. All PoCs will be expected to attend initial training.
3. The LEA shall be responsible for the day-to-day management of the Online Learning Program, including, but not limited to:
 - a. Course Completion and Transfer Credits: Establish requirements for Course completion (including awarding transfer credit where applicable), grade attainment, and attendance to meet the minimum requirements for graduation with a School diploma.
 - b. Diplomas: Track graduation requirements and issue diplomas (if applicable), all in accordance with customer policies.
 - c. Counseling and Special Education Services: Deliver all counseling and Special Education Services, including identification of students with special needs. In the case of courses with LEA teachers, the LEA will be responsible for meeting accommodations for students with IEPs, 504 plans, and GIEPs.
 - d. Course Placement Changes: Initiate all requests for course placement changes for enrolled students.
 - e. Reporting: File all information directly with the State of Pennsylvania or other regulatory authorities associated with the operation of the School, as required by any applicable state or federal law.
 - f. Standardized Testing Administration: The LEA shall be responsible for administering any required standardized tests at its own cost.

No Third Party Rights

The LEA signing this contract must be the LEA of record for students enrolled in eQUIP Online Services courses.

Pricing and Invoicing

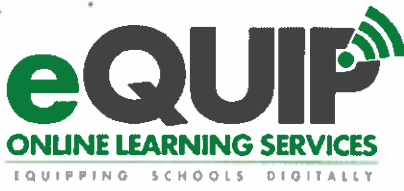
1. Pricing is effective for the 2026-27 academic year, including 2026 summer school.
2. Pricing may be subject to change at the time of renewal.
3. Course invoicing occurs quarterly.
 - a. Quarter 1: June, July, and August
 - b. Quarter 2: September, October, and November
 - c. Quarter 3: December, January, and February
 - d. Quarter 4: March, April, and May
4. PoCs will be given an opportunity to review bills prior to submission to the school's business office for payment. PoCs are responsible for communicating billing issues within the review period designated at the time of billing.



2026-27

PRICING GUIDE

June 1, 2026 to May 31, 2027



Accelerate Education

Curriculum for Grades K-12

Synchronous Sessions are available and included in the cost. **

Accelerate Education Courses K-12	26-27 Price	
	AE Teacher	Local Teacher
Grades K-5		
Grades K-5 – Semester, Single Enrollment	\$335	\$53
Grades K-5 – Part, Single Enrollment	\$169	\$28
Grades K-5 – Trimester, Single Enrollment	\$227	\$40

Grades 6-12	AE Teacher	Local Teacher
Grades 6-12 – Semester, Single Enrollment	\$332	\$46
Grades 6-12 – Part, Single Enrollment	\$167	\$28
Grades 6-8 – Trimester, Single Enrollment	\$227	\$40
Credit Recovery – Semester, Single Enrollment	\$98	\$38
Keystone Remediation – Single Enrollment	\$148	\$38
Advanced Placement (AP) – Semester, Single Enrollment	\$343	\$46

Workbooks K-5 Only	
<p>Workbook activities are embedded in the K-5 Core digital content. Families will need a printer, scanner, and ink to complete the activities. LEAs do have the option of purchasing complete workbooks for families. The average student will need four workbooks each semester. No refunds are issued after a workbook order is placed, and the 14-calendar day grace drop period does not apply to workbook orders. A colored workbook and a full-year bundle (8 core workbooks) are available. If interested, inquire about pricing.</p>	
Workbooks: B/W Printed format (Price is for one workbook)	\$24
Workbooks: Digital PDF format (Price is for one workbook)	\$12

Elementary Supplies K-5 Only	
<p>K-5 students will need supplies to complete STEM, Art, and PE activities. One supply kit includes the required materials for six courses (four core, PE, and Art) each semester. The kits are intended for full-time online students and are ordered by grade level every semester. An average student will need two kits for an entire year. Orders cannot be changed once placed, and refunds will only be issued for damaged supplies. The 14-calendar day grace drop period does not apply to elementary kits.</p>	
Elementary Supply Kits: A student will need one kit per semester	\$242

****Additional instructional services, such as customized and specific synchronous instruction, may be available from AE at an additional rate. Please inquire through the BLaST IU17 Online Learning Coordinator.**

Accelerate Education Seat License Options	26-27 Price
<p>Full-Time Seat License: This is an ideal option for LEAs that want to support full-time online learners with LEA teachers but do not need a building or district-wide option. No minimum purchase is required. The online teacher can fully customize the curriculum.</p> <ul style="list-style-type: none"> • Includes content hosting and support. • Regular AE full catalog: 292 courses. • The license is from 8/1/26 to 6/30/27 (school year). • Full-Time Seat Licenses include up to <u>7 courses</u>/Per Student/Per Semester for 6-12 (6 courses for K-5) for the academic school year. The price listed is a one-time per-seat price for the entire school year. • Once a student completes or drops from a full-time seat, the seat is open for another student. • Physical materials, including printed or full digital workbooks, are not included in the price. • No refunds after quote acceptance; and the 14-calendar day grace drop period does not apply. 	
Grades K-5, Price per student	\$518.75
Grades 6-12, Price per student	\$337.50

Accelerate Education Site License Options	26-27 Price		
<p>Personalized Learning Site License (Buzz & Canvas): Ideal choice for LEAs that want a district-wide online learning program. The curriculum can be purchased for specific grade bands. LEAs will use their own teacher. The curriculum can be fully customized by the online teacher.</p> <ul style="list-style-type: none"> • A reduced personalized learning catalog: 198 courses (no honors, no AP, and limited electives). • Personalized Learning License includes up to 6 courses/Per Student/Per Semester per academic school year. The price listed is a one-time per student rate for the entire school year. • Physical materials, including printed or full digital workbooks, are not included in the price. • No refunds after quote acceptance, and the 14-calendar day grace drop period does not apply. 			
	K-5	6-12	K-12
Buzz (Per Student for Content Only)	\$42.50	\$30.00	\$36.88
Canvas (Per Student for Content Only)	\$42.50	\$30.00	\$36.88
Schoology (Per Student for Content Only)	\$46.25	\$33.75	\$40.63
Buzz (Per Student for Content & hosting through Genius)	\$80.00	\$68.75	\$74.38

Professional Development Training is available upon request. Please contact your Account Manager for information regarding these services.

Synchronous Sessions are available and included in the cost.**

Harris Digital Singleton Courses	26-27 Price	
	Harris Teacher	Local Teacher
Grades 6-12 –Part, Single Enrollment	\$167	\$29
Grades 6-12 – Credit Recovery –Part, Single Enrollment	\$113	\$28
Internet Safety - Single Enrollment	\$167	No Charge
Cyber & Digital Citizenship (HS & MS) – Single Enrollment	No Charge	

Harris Digital CTE & SEL Courses	Harris Teacher	Local Teacher
Career and Technical Education Courses	\$343	\$52
Social Emotional Learning Course - 10 modules "Own It"	\$217	\$108

Harris Digital Dual Enrollment	\$688
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Harris Digital Seat and Site Licenses	26-27 Price
<p>eCourse Seat License, Content Only (LEA Teacher): This option works well for schools who want to manage a virtual program in accordance with the number of students served. Allows a set number of students in a single building full-time access to core and elective eCourse content.</p> <ul style="list-style-type: none"> • The LEA provides a teacher of record. • Open access to core and elective Harris Virtual eCourses, which include Competency-Based, Foundation, Honors, and Credit Recovery eCourses. (CTE and SEL courses are NOT included.) Pricing is for content only. (Content includes all parts available per eCourse.) • The price listed is a one-time per student rate for the entire school year. • Licenses are transferable within the fiscal year, June 1st – May 31st (subscription may be reused to enroll another student if they complete or withdraw from all their enrolled courses). • Available in quantities beginning at 25 licenses (after 25 can be sold as single). • No refunds after quote acceptance, and the 14-calendar day grace drop period does not apply. 	
eCourse Seat License, Content only – LEA Teacher 25-500 students	\$175/student
eCourse Seat License, Content only – LEA Teacher 500+	Available upon request
<p>Harris Digital Site License (Content Only): available upon request. This option works well when the product is purchased for an entire school building or district, but the number of students may fluctuate. Please contact your Account Manager for information regarding this license.</p>	
<p>Professional Development Training: available upon request. Please contact your Account Manager for information regarding these services.</p>	

**Additional instructional services, such as customized synchronous instruction, are available from Harris at an additional rate. Please inquire with your Account Manager.

eDynamic

Electives, CTE, and Career Pathway Courses Curriculum for Grades 6-12

Synchronous Sessions are available and included in the cost.

eDynamic Courses Grade 6-12	26-27 Price	
	Vendor Teacher	Local Teacher
Grades 6-12 – Semester, Single Enrollment	\$314	\$103

eDynamic Site License Options (Content Only): available upon request. This option works well when the product is purchased for an entire school building or district, but the number of students may fluctuate. Please contact your Account Manager for information regarding these services.

Keys to Driving

This is an online 30-hour classroom theory course for driver education approved by the Pennsylvania Department of Education. It is asynchronous, auto-graded, and designed as a pass/fail course.

Keys to Driving	26-27 Price
30 Hour High School Driver's Education Course (Pennsylvania Department of Education Approved)	\$88
15 Hour ATV Safety Course	\$65
15 Hour Motorcycle Course	\$65



BLAST Intermediate Unit 17 eQUIP Contract 26-27

Signatory Page

I. This Contract is made and entered into as of the date of the last signature below by and between BLAST Intermediate Unit (Intermediate Unit 17, referred to throughout this Agreement as "BLAST") is an intermediate unit established by and existing under Chapter 11 of the Public School Code of 1949, as amended, 24 P. S. §9-951 et seq., with its principle place of business at 2400 Reach Road, City of Williamsport, Lycoming County, Pennsylvania 17701 and **Millville Area SD** (the "Purchaser").

II. BLAST Division of Educational Planning provides various educational services to numerous entities, primarily public school districts and non-profit organizations.

III. Purchaser desires to retain BLAST to provide certain educational services.

Signatures

**Dr. Christina Steinbacher-Reed Executive Director
IU 17**

Signature: _____

Date: _____

Christina Steinbacher-Reed
5/15/26

**Millville Area SD Superintendent or Authorized
Representative**

Printed Name: _____

Signature: _____

Date: _____