



Agenda of Work Session

The Board of Trustees Montoursville Area School District

A Work Session of the Board of Trustees of Montoursville Area School District will be held Tuesday, September 22, 2026, beginning at 7:00 PM Montoursville Area High School, Broad Street Conference Room, 700 Mulberry Street, Montoursville, PA 17754.

1. Call to Order

- 1.1 Pledge of Allegiance
- 1.2 Roll Call Attendance

2. Public Comments on Agenda Items (3 minutes/person)

Description: Residents and Taxpayers may comment on matters of concern, official action, or deliberating before the board. Members of the Public will be provided one unpaused three-minute time frame.

3. General Agenda Items

- 3.1 Approval of an agreement between Montoursville Area School District and Infocon Corporation: (Attachment)
- 3.2 Approval of the following PSBA Officers:

Description:

PSBA Officer Election Details

President Elect	Matt Vannoy
Vice President	Kristy Bolte
Treasurer	David Hein
PSBA Insurance Trustee Seat 1	Marianne Neel
PSBA Insurance Trustee Seat 2	Dr. Michael Faccinetto
Forum Steering Committee	Lauryn Weaver
Forum Steering Committee	Betsey Gates

- 3.3 Approval of the following Field Trips Requests by the Professional Staff:
(Attachment)

Description:

Name	Event	Location	Date (s)	Days	# of Students	Expense to District	Expense to Activity
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Noah Phillips	Bloomsburg Fair Competitions	Bloomsburg	Sept 28, 2026	1	40	\$427.50	0
Chris Morgan	LCBDA Senior County Band	Montgomery	Nov 17, Dec 3, 4, 2026	1	20	\$1,100.00	0
Karen Simms	Knoebel's Trip	Elysburg	June 2, 2027	1	83	\$450.00	\$3,000 (paid by PTO)
Jessica Breon	Ryder Park	Montoursville	May 27, 2027	1	100	0	\$600.00 (paid by PTO)
Karissa Jones	Veterans Day Celebration	MAHS	Nov 6 2026	1	550	\$600.00	0
Darrin Feerrar	Elementary Walkathon	Memorial Stadium	Oct 2, 2026	1	390	0	0
Michelle Simpson	6th Grade Trip to Camp Susque	Trout Run	May 27, 2027	1	130	0	\$3,100 (paid by PTO)

3.4 Approval of Use of Facilities from Duane Gordner, D & K Studio, High School Auditorium, May 15 and 16, 2027, 8:30 AM - 2:00 PM, Catagory 4 and 5: (Attachment)

3.5 Approval of Use of Facilities from Larry Leland, Faith Church, McCall Parking Lot, October 31, 2026, 5:00 PM to 8:15 PM, Category 1: (Attachment)

3.6 Approval of the following Agreement between Montoursville Area School District and Fish Commercial Group: (Attachment)

4. Personnel

4.1 Approval of the following additions/changes/resignations of Staff:

Description: Resignations:

Employee	Position	Effective date
Mallee Hornberger	Guidance Counselor	October 6, 2026

Staff Additions:

Employee	Position	Salary	Effective	Replacement for:
Rebecca McDaniel, pending receipt of clearances	210 Secretary	\$18.50/hour	September 30, 2026	Jessica Taylor

Coaching Additions:

Coach	Sport	Position	Stipend	Replacement for:
James Gallagher	Softball	Jr High Volunteer Coach	NA	NA
John Nibert	Band	Volunteer	NA	NA
Ryan Baxter	Girls Tennis	Interim Head Coach	\$3,200	Shawn Gardner
Misty Emick	Girls Tennis	Interim Head Assistant Coach	\$1,500	Ryan Baxter

Substitute Additions:

Employee	Certification
Benjamin Kutay	Music K-12
Joshua Arnold	Health & Phys Ed
Gracie Osterhout	PK - 4
Allison Fortunato	Elementary K-6
Eva Minotti	Paraprofessional

4.2 Approval of the following Maternity Leave for a member of the Professional Staff:

Description:

Employee	Dates
101979	December 25, 2026 to March 1, 2027

4.3 Approval of the following FMLA leave from a member of the Staff:

Description:

Employee	Date (s)
105211	September 2, 2026 to September 4, 2026

5. Policy

5.1 Approval of the first reading of Policy 707 Use of School Facilities.

6. Public Comment (3 minutes/person)

Description: Residents and taxpayers may comment on matters of concern, official action, or deliberation before the board. Members of the public will be provided one unpaused three-minute time frame.

7. Adjournment

Software Maintenance Agreement

Date: 8/15/2026

Contract Number: MON5383-MTH

This agreement (the "Agreement") between MONTTOURSVILLE AREA SD LYC/SD ("Purchaser") and INFOCON Corporation of Ebensburg, Pennsylvania ("Harris"), both individually or collectively referred to as "Party" or "Parties", confirms the purchase of the following licensed software products and services:

Software Applications	Qty	Billing Frequency	Unit Price	Current Maintenance & Support Fees	2027 Maintenance & Support Fees
Real Property TAX COLLECTION - Incl. 2 Devices - Control Number - 282	1	Monthly	\$281.29	\$281.29	\$323.48
Additional Devices - Control Number - 282	1	Monthly	\$67.94	\$67.94	\$78.13
Totals				\$349.23	\$401.61

AGREEMENT TERMS AND CONDITIONS:

1. Definition.

Software Applications. "Software Applications" are the computer programs explicitly listed above in the section titled "Software Application(s)".

2. Payment Schedule & Payment Terms.

A. Annual Maintenance and Support Fees:

Annual Maintenance and Support Fees shall be invoiced annually. The initial Annual Maintenance and Support Fees will be billed and due the earlier of sixty (60) days from the date of signing of the Agreement or the date which represents the Completion of Services (as defined herein). Harris reserves the right to change and/or increase the Annual Maintenance and Support Fees from time to time.

Subsequent Annual Maintenance and Support Fees will be billed at the beginning of each year in which Maintenance and Support are to be furnished. Non-payment of Annual Maintenance and Support Fees will be monitored and will lead to denial of support, upgrade privileges and termination of licenses to the Software Applications (a "Lapse"). In the event of a Lapse, Purchaser will be subject to reactivation fees not to exceed 40% of the current Annual Maintenance and Support Fees applied to each year of the Lapse, or should the Lapse, or a portion of the Lapse, be less than one-year, 40% of the pro-rated Annual Maintenance and Support Fees for that period.

B. Professional Services:

If Professional Services are provided under this Agreement, the following terms apply to such Professional Services:

Deposit & Invoicing.

A fifty percent (50%) deposit of the total Professional Services and Conversion Fees is due upon execution of the applicable Statement of Work ("SOW"). Work will not commence until such a deposit is received. Once the initial deposit has been exhausted, Professional Services and Conversion Fees shall be invoiced every month for hours performed during the applicable period until the project is complete. Payment is due

within thirty (30) days from the invoice date. Print and Mail work is exempt from this requirement.

Purchaser may elect to prepay one hundred percent (100%) of project upfront. In such case, hours will be allocated and recognized as work is completed.

All amounts paid are non-refundable. Any amounts not paid by the due date specified on the applicable invoice shall be deemed past due and may be subject to late fees as set forth in the invoice or as otherwise permitted by law. Failure to remit payment within the stated terms may result in the application of applicable late fees and other remedies available under this Agreement.

Quoted Training.

Training hours are allocated based on Purchaser's specific modules and system configuration, with a defined hourly allotment established in the applicable Statement of Work ("SOW") and are quoted on a use-it-or-lose-it basis. All training hours must be utilized within twelve (12) months following implementation and must be scheduled in segments of four (4) to eight (8) hours.

Purchaser will be billed as training is completed, up to the full quoted training amount. The full quoted amount remains payable regardless of actual usage, including any unused hours remaining after the twelve (12) month period.

If Purchaser requires additional training hours or premium support beyond the quoted allotment, such services may be purchased as add-on offerings at Provider's then-current hourly rates.

C. Additional Payment Terms:

Purchaser agrees to pay Harris the total amount due under each invoice, net 30 days. Any amounts not paid within 30 days of such invoicing shall bear interest at the rate of 1.5% per month until paid. If the invoicing, including accumulated interest, remains unpaid in excess of 90 days, Harris will terminate the provision of, or access to the Software Application(s) and/or Professional Services, as applicable, until full payment is received. The Purchaser shall also be liable for all expenses associated with the collection of delinquent invoicing.

State Taxes are applicable on prices listed. If the Purchaser is considered tax exempt under applicable law, a tax exemption certificate must be provided with this signed Agreement.

All other software (non-Harris written software), products or services, will be invoiced as installed or services rendered. If a purchase order is required by the Purchaser, Purchaser shall provide Harris with such purchase order with this Agreement.

3. Term of Agreement.

This Agreement shall commence upon the date this Agreement is fully executed by the parties, and shall continue for a period of 12 consecutive months, or one year, thereafter, representing the "**Initial Term**," and shall be automatically renewed for subsequent periods of one (1) year (each, a ("**Renewal Term**"). Together, the Initial Term and any subsequent Renewal Terms shall constitute the "**Term**" of this Agreement.

Either party may terminate this Agreement by provided the other party with written notice 90 days prior to the expiration of the Initial Term or any Renewal Term.

4. Maintenance and Support Services.

The payment of the Annual Maintenance and Support Fees ("MSF") includes program updates, enhancements and general releases that Harris makes available to the Purchaser as part of its regular software maintenance program. MSF does not include fees for any third-party licenses or Harris services

that may be necessary to perform a third-party license upgrade. MSF also includes access to the Harris support services.

Server Access. The services provided under this Agreement are contingent upon Harris's ability to gain exclusive access to the Software Application(s) on the Purchaser's servers utilizing the existing Virtual Private Network (VPN) connection that is presently provided by the Purchaser.

5. Additional Customization(s).

The Purchaser has jointly reviewed the Software Applications and has determined them to be adequate except as noted in any "Customizations" section in this Agreement, or any prior agreement amongst the parties, only added as applicable. Additional customization(s) or report modifications not identified in this Agreement will be quoted as requested and billed at the hourly rate of \$175.00. Customizations and/or report modifications requested one year or more from the date of this Agreement will be billed at the then current Harris hourly rate. No additional customizations will be undertaken without prior agreement by both Parties on cost, scope of functionality, and impact on any project schedule.

Ten (10) percent of any fees associated with any customization services will automatically be added to the Annual Maintenance and Support Fees.

6. Professional Services.

Additional Professional Services, as applicable, are available on-site or via the telephone/internet. Telephone/internet work is billed at \$175.00 per hour. On-site work is billed at \$1,400.00 per day plus travel, lodging and per diem expenses. Work performed one year or more from the date of this agreement will be billed at the then current Harris rates. Help line support does not include training. New employees must be trained by Purchaser or by making arrangements with Harris.

In the event Purchaser wishes to schedule any Professional Services on a Saturday, there is a \$250 surcharge.

Application consulting and setup services may include but are not limited to: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

7. Travel and Lodging Expenses.

Travel and lodging expenses will be billed in conjunction with any Professional Services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If a Harris employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. When a Harris employee is at or traveling to the Purchaser's offices, eighty-five dollars (\$85) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the Purchaser's office on a holiday, one hundred dollars (\$170) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

8. Proprietary Rights & Licenses.

Subject to the limited rights expressly granted hereunder, Harris reserves all of its rights, title, and interest in and to the Software Applications, Professional Services, and any and all other products, services or materials provided by Harris, including all derivatives, improvements or enhancements thereof, and including all intellectual property rights therein and thereto.

Purchaser grants to Harris and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate any suggestion, enhancement request, recommendation, correction or other feedback provided by Purchaser relating to the Software Applications and Professional Services.

9. Grant of License & Purchaser Usage Restrictions

Harris hereby grants Purchaser a nontransferable, nonexclusive, nonrefundable license under the terms of this Agreement to use the Software Applications on its equipment subject to the following usage restrictions:

Purchaser will not:

- a. make any Software Applications available to, or use any Software Applications for the benefit of, anyone other than the Purchaser;
- b. sell, resell, license, sublicense, distribute, rent, lease or assign the Software Applications, or include any Software Applications in a service bureau or outsourcing offering;
- c. use a Software Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights
- d. use a Software Application to store or transmit Malicious Code ("Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs, and trojan horses);
- e. interfere with or disrupt the integrity or performance of any Software Application or third-party data contained therein;
- f. attempt to gain unauthorized access to any Software Application or its related systems or networks;
- g. permit direct or indirect access to or use of any Software Application in a way that circumvents a contractual usage limit;
- h. copy a Software Application or any part, feature, function or user interface thereof;
- i. frame or mirror any part of any Software Application, other than framing on Purchaser's own intranets or otherwise for Purchaser's own internal business purposes or as permitted in this Agreement;
- j. monitor the availability, performance or functionality of the Software Applications, or access the Software Applications for any other benchmarking or competitive purposes;
- k. access any Software Application in order to build a competitive product or service;
- l. reverse engineer any Software Application (to the extent such restriction is permitted by law).

No license is given to Purchaser for the source code to the Software Applications. The Purchaser is expressly prohibited from reverse engineering, decompiling, or disassembling the Software Applications or from creating a derivative or modified copy of the Software Applications.

Automated Access and AI Restrictions. Purchaser shall not, and shall not permit any third party (including automated systems, bots, or artificial intelligence tools) to access, query, or interact with the Software Applications or Professional Services, their outputs, or proprietary data, in any manner that: (a) extracts, harvests, mines, scrapes, or otherwise collects proprietary data or system outputs; (b) evaluates, analyzes, benchmarks against, reverse engineers or replicates the functionality, processes, workflows, features or algorithms of the including automated systems, bots, or artificial intelligence tools) to access, query, or interact with the Software Applications or Professional Services; or (c) is used to train, develop, or improve any machine learning or artificial intelligence system. Purchaser is responsible for any such prohibited activity performed by its users, contractors, or systems acting on its behalf.

Initial delivery of the Software Application shall be COTS ("Commercial off the shelf"). Purchaser is not relying upon any future product availability or functionality upon entering into the payment obligations under this Agreement.

10. Performance by Purchaser.

- a. **Co-operation by Purchaser.** The Purchaser acknowledges that the success and timeliness of any

Professional Services, as applicable, shall require the active participation and collaboration of the Purchaser and its staff and agrees to act reasonably and co-operate fully with Harris.

- b. **Required Programs.** The Purchaser acknowledges that if the use of the Software Applications requires that the Purchaser obtain and install additional software programs, then the Purchaser agrees that the acquisition of the additional software programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Purchaser further acknowledges that the operation of the Software Applications requires the Purchaser's hardware to be of sufficient quality, condition and repair, and the Purchaser agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense.
- c. **Purchaser IT Responsibilities.** For the avoidance of doubt, the Purchaser shall be completely responsible for the following IT technologies: servers(s), routers, database and associated security hardware and software; operating system and SQL server licenses; and configuration of firewalls and security. This Section 11(c) is included for clarity, and the foregoing is a non-exhaustive list of Purchaser's IT responsibilities.
- d. **Project Manager.** The Purchaser shall appoint a project manager who shall work closely with Harris staff to facilitate any Professional Services provided hereunder and who shall be responsible for supervising the staff of the Purchaser and their co-operation with and participation in such process.
- e. **VPN.** The Purchaser shall maintain a VPN connection with Harris for the Software Applications, Professional Services and Maintenance and Support Services.

11. Other Services or Hardware

The purchase of any additional services, database products, hardware, or equipment, from Harris or a third-party vendor ("**Additional Services and/or Hardware**") shall be governed by the terms of the separate agreement and/or ordering document entered into between the parties, or the Purchaser and the third-party vendor, as applicable and governing the purchase of the Additional Services and/or Hardware.

12. Out-of-Scope Maintenance and Support.

For the avoidance of doubt, Harris shall have no obligation to provide any of the following Maintenance and Support for any of the Software Applications, Professional Services, or Additional Services and/or Hardware (unless legally obligated to under the terms of a separate agreement):

- a. Any programming required to repair data due to hardware problems or improper use of any system and any expenses associated with such repair(s), for example, Federal Express shipments, storage media, and telephone expenses;
- b. Any remedial maintenance for problems which could have been prevented by implementation of a distributed patch, update, or maintenance release; and
- c. Any retraining necessitated by turnover of employees of the Purchaser.

Additionally, Harris shall be under no obligation whatsoever for any of the following expenses related to any Software Applications, Professional Services, Maintenance and Support, or Additional Services and/or Hardware:

- a. Shipping or express courier charges;
- b. transmission supplies such as storage media;
- c. cellular data charges;
- d. on-site consulting services;
- e. out-of-town travel and related expenses; and,
- f. custom programming and related expenses.

13. Confidentiality.

“Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Harris Confidential Information includes the Software Applications; and Confidential Information of each party includes the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

The Receiving Party will (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care), (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (iii) except as otherwise authorized by the Disclosing Party in writing, not disclose Confidential Information of the Disclosing Party to any third party, and only disclose Confidential Information of the Disclosing Party to those of its employees who need that access for purposes consistent with this Agreement or to its affiliates, lawyers or accountants. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law or by the order of a court or similar judicial or administrative body to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

14. Warranty Disclaimer

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

HARRIS DOES NOT WARRANT THAT THE SOFTWARE APPLICATIONS WILL MEET ANY EXACT USER REQUIREMENTS, AND THAT THE SOFTWARE WILL OPERATE ERROR FREE OR UNINTERRUPTED.

PURCHASER AGREES THAT PURCHASES HEREUNDER ARE NOT CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES, OR DEPENDENT ON ANY ORAL OR WRITTEN PUBLIC COMMENTS MADE BY HARRIS REGARDING FUTURE FUNCTIONALITY OR FEATURES.

IT IS FURTHER ACKNOWLEDGED BY THE PARTIES HERETO THAT ANY HARDWARE OR EQUIPMENT PROVIDED BY HARRIS TO PURCHASER WAS MANUFACTURED AND DELIVERED TO PURCHASER BY A THIRD-PARTY MANUFACTURER AND HARRIS IS RESELLING IT TO PURCHASER. AS SUCH, HARRIS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE HARDWARE AND EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY WARRANTY PURCHASER HAS WITH RESPECT TO THE HARDWARE OR EQUIPMENT SHALL BE SOLELY PROVIDED BY THE MANUFACTURER(S).

15. Limitations on Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE

AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY PURCHASER HEREUNDER FOR THE SOFTWARE APPLICATIONS AND PROFESSIONAL SERVICES IN THE TWELVE MONTHS PRECEDING THE INITIAL CLAIM. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT PURCHASER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT. IF THE DISCLAIMER OF DAMAGES OR LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 11.1 ARE UNENFORCEABLE, THEN THE PARTIES' LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

IF THE DISCLAIMER OF DAMAGES OR LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION ARE UNENFORCEABLE, THEN THE PARTIES' LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

16. Change Order Process.

With respect to any proposed changes to the Professional Services defined by this Agreement, as applicable, the parties will cooperate in good faith to execute Change Orders in respect thereof and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Professional Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on change orders on the Purchaser's behalf:

Name: _____ Title: _____

Name: _____ Title: _____

The following individuals are authorized to sign off on change orders on Harris's behalf:

Ruth Niermeyer Executive Vice President, Harris Lighthouse
Leroy Graham Client Services Manager, Harris LocalGov

17. Termination.

Termination. A party may terminate this Agreement (i) thirty (30) days after providing written notice to the other party of a material breach of its obligations under this Agreement if such breach remains uncured at the expiration of such 30-day period, and (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

Effects of Termination. If this Agreement is terminated by either party for any reason, Purchaser shall pay for all Software Applications delivered, any Professional Services rendered, and T&L expenses incurred, prior to termination. In no event will termination relieve Purchaser of Purchaser's obligation to pay any fees payable to Harris for the period prior to the effective date of termination.

On-site Services. Cancellation of any on-site Professional Services by Purchaser is allowed for any reason if done in writing more than fourteen (14) days in advance of such Professional Services. Cancellation by Purchaser with fourteen (14) days or less of scheduled on-site Professional Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Purchaser hereby acknowledges that cancellation of on-site Professional Services means that such on-site Professional Services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Purchaser's project resulting from Purchaser's cancellation of consulting. If additional services are required because the Purchaser was not adequately prepared for the on-site Professional Services, Harris will provide a Change Order to the Purchaser for the additional services.

18. Governing Law; Venue.

This Agreement shall be governed by the substantive and procedural laws of the State of Pennsylvania. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in the State of Pennsylvania in any dispute arising out of or related to this agreement.

19. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Purchaser purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

BY: Purchaser

By: _____
Commissioner Date

By: _____
Commissioner Date

By: _____
Commissioner Date

BY: HARRIS

By: _____

Ruth Niermeyer, EVP

D&K's Studio of Dance Spring Dance Recital 2027

General Info

COI expires 6/1/2027

Event ID:	5226098
Location	Montoursville Area High School
Status:	Requested
Created on:	9/14/2026
Schedules (1):	D&K's Studio of Dance Spring Dance Recital 2027
Owner:	
Category:	<i>Category 4 & 5</i>
Public:	Yes
Public Notes:	<i>\$70. Rental + employee fees</i>

Event Contacts

Name	Email	Phone
Duane Gordner	dksstudio@comcast.net	5707720831

D&K's Studio of Dance Spring Dance Recital 2027

Description:	Rehearsal for our annual Spring Dance recital which will be held on Sunday. (requesting Saturday and Sunday) 830 am - 2 pm *Will submit a second request for the actual recital on Sunday, May 16th!
Upcoming Occurrences (1):	(Sa) 5/15/2027 (S) 8:30 AM 9:00 AM - 1:45 PM (T) 2:00 PM
Setup:	8:30 AM
Event Time:	9:00 AM-1:45 PM
Teardown:	2:00 PM
Number of People:	125

Event Items

Name	Type	Setup In	Configuration	Note
Auditorium	Space			
Black Box Theater	Space			
Boys Dressing Room	Space			
Girls Dressing Room	Space			
Green Room	Space			
Stage	Space			

D&K's Studio of Dance Spring Dance Recital 2027

General Info

COI expires 6/1/2027

Event ID:	5226106
Location	Montoursville Area High School
Status:	Requested
Created on:	9/14/2026
Schedules (1):	D&K's Studio of Dance Spring Dance Recital 2027
Owner:	
Category:	Category 4&5
Public:	Yes
Public Notes:	\$500. Rental + employee fees

Event Contacts

Name	Email	Phone
Duane Gordner	dkstudio@comcast.net	5707720831

D&K's Studio of Dance Spring Dance Recital 2027

Description:	Recital event day Annual recital for our dance studio If we can request a janitor...We have had Michelle in the past and absolutely love working with her.
Upcoming Occurrences (1):	(Su) 5/16/2027 (S) 12:00 PM 2:00 PM - 5:15 PM (T) 5:30 PM
Setup:	12:00 PM
Event Time:	2:00 PM-5:15 PM
Teardown:	5:30 PM
Number of People:	400

Event Items

Name	Type	Setup In	Configuration	Note
Auditorium	Space			
Black Box Theater	Space			
Boys Dressing Room	Space			
Girls Dressing Room	Space			
Green Room	Space			
Stage	Space			

Trunk or Treat

General Info

Event ID:	5228260
Location	C.E. McCall Middle School
Status:	Requested
Created on:	9/14/2026
Schedules (1):	Trunk or Treat
Owner:	
Category:	
Public:	Yes
Public Notes:	Parking Lot only

Event Contacts

Name	Email	Phone
Larry Leland	lleland@faithum.net	5708985978

Trunk or Treat

Description:	Using the McCall parking lot, folks from the church set up their trunks on Halloween to distribute treats to neighborhood kids. While we do let folks know info about kids' ministries at the church, the focus is simply being present and show love to our community families by providing a safe place during trick or treating. Often times, the Fire Company will bring a truck or two for the kids to see as an added attraction.
Upcoming Occurrences (1):	(Sa) 10/31/2026 (S) 5:00 PM 6:00 PM - 8:00 PM (T) 8:15 PM
Setup:	5:00 PM
Event Time:	6:00 PM-8:00 PM
Teardown:	8:15 PM
Number of People:	400

Event Items

Name	Type	Setup In	Configuration	Note
Parking Lot	Space			

Event Request Details

Non-Profit Organization?	["Yes"] (/BinaryFile/FileViewer?guid=["Yes"])
Will an admission fee be charged?	["No"] (/BinaryFile/FileViewer?guid=["No"])
Will a participation fee be assessed?	["No"] (/BinaryFile/FileViewer?guid=["No"])
Other fees organization will be charging (please specify):	None (/BinaryFile/FileViewer?guid=None)
Is organization membership limited to residents of the Montoursville Area School District?	["No"] (/BinaryFile/FileViewer?guid=["No"])

Is event participation limited to residents of the Montoursville Area School District?	["No"] (/BinaryFile/FileViewer?guid=["No"])
Name of organization's supervisors to be in attendance:	Larry Leland (/BinaryFile/FileViewer?guid=Larry Leland)



LISTING AGREEMENT

Montoursville Area School District, by and through its Board of School Directors ("Seller"), appoints Fish Commercial Group ("FCG") as its sole agent and grants to FCG the exclusive right to sell the real property located at 3790 Route 87 Highway, Montoursville, PA 17754; Parcel # 56-31100179B-000-; consisting of approximately 13.6 acres improved with a school building of approximately 46,976 square feet, zoned SR – Suburban Residential District, located in the municipality of Upper Fairfield Township, Lycoming County (the "Property") as provided below.

1. Term. The term of this agreement will commence on date of execution and will expire two years from that date.
2. Services. FCG will use its efforts to obtain a satisfactory buyer for the Property at a price to be determined by Seller and on such other terms as are acceptable to Seller. FCG will negotiate the business terms of any sale on behalf of Seller and in Seller's best interest, subject to Seller's review and final approval, except as otherwise directed by Seller. FCG will cooperate with other licensed real estate brokers. Seller will continue to occupy the Property as an active school building through the end of the 2026–2027 school year, and no sale will require Seller to surrender possession before it vacates the building unless Seller agrees otherwise in writing. While the building is occupied, showings will be scheduled through the Superintendent or his designee with at least 48 hours' notice, will be escorted, and will comply with Seller's visitor and security policies.
3. Marketing. FCG to meet marketing terms presented in marketing proposal presented to Seller. Through December 31, 2026, the Property will not be publicly advertised, and FCG will market the Property only by direct, confidential contact with financially qualified prospective buyers. Beginning January 4, 2027, or earlier if Seller authorizes it in writing, Seller authorizes FCG to advertise and place signage on the Property. FCG, at its own expense, will place its standard sign on the Property and will prepare and distribute a standard brokerage flyer. All advertising whether prepared or issued by FCG or by Seller will identify FCG as Seller's exclusive agent for the Property.
4. Referrals. During the term of this agreement, Seller will refer to FCG all inquiries and offers received by Seller with respect to the Property, regardless of the source of such inquiries or offers.
5. Commission. If, during the term hereof, Seller sells any interest in the Property, Seller will pay to FCG a commission in accordance with the attached Schedule of Commissions. Within 10 days after the end of the term, FCG will provide to Seller a list of prospective buyers to whom the Property was submitted by any party during the term. If a prospective buyer, appearing on the list, enters into a purchase and sale agreement within 180 days after the end of the term, Seller will pay a commission to FCG as provided above. Seller agrees that such 180-day period will be extended for so long as negotiations with a prospective buyer are continuing.
6. Outside brokers. If FCG recognizes an outside broker authorized to represent the buyer in a transaction for which a commission is payable hereunder, FCG will request such broker to agree to accept the outside broker portion of the commission computed and payable in accordance with the annexed Schedule, and if such other broker agrees, Seller will pay FCG the commission computed and payable in accordance with the annexed Schedule out of which FCG will pay to such other broker its agreed upon commission and retain the balance of the commission as FCG's compensation. If the

other broker does not so agree, then negotiations will be suspended until such agreement is obtained. The term "outside broker" means a broker other than Fish Commercial Group.

7. Representation of Buyers. Seller acknowledges and agrees that FCG may represent potential buyers and may consent to dual representation if Seller elects to do so, provided FCG timely discloses any such dual representation to Seller.

8. Fees and Expenses. If either party commences litigation against the other party to enforce its rights under this agreement, the prevailing party will be entitled to recover from the other party the costs and expenses (including reasonable attorneys' fees) incurred.

9. Authority. Seller represents that it is in fact the Seller of the Property and has the right to sell the Property. The individuals signing below represent that they are authorized to sign this agreement on behalf of the entity indicated. Seller is a public school district; no offer or agreement of sale binds Seller unless and until it is approved by the Board of School Directors at a public meeting and any approval required for the sale of school property under 24 P.S. § 7-707 is obtained.

10. Property Information. Seller is hereby advised of Seller's duty to disclose known material defects and conditions about the property. Seller represents and warrants that there are no known material defects or environmental hazards affecting the property including, but not limited to, contamination by radon gas, asbestos, polychlorinated biphenyls, underground storage tanks, or petroleum products, except as noted as follows: _____.

11. Professional Advice. FCG recommends that Seller obtain legal, tax or other professional advice relating to this agreement and the proposed agreement of sale of the Property as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title, environmental aspects and compliance with the Americans with Disabilities Act. FCG will have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Seller and FCG.

12. OFAC. Each party represents and warrants to the other that it, and all persons and entities owning (directly or indirectly) an Sellership interest in it: (a) are not, and will not become, a person or entity with whom a party is prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order or other governmental action; and (b) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.

13. Anti-Bribery & Corruption. Each party represents and warrants to the other that it (and any party acting on its behalf) has not, in order to enter into this agreement, offered, promised, authorized or made any payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, kickbacks or other unlawful or improper means of doing business ("Prohibited Activity") and will not engage in Prohibited Activity during the term of this agreement.

In the event of any violation of this section, the non-offending party shall be entitled to immediately terminate this agreement and take such other actions as are permitted or required to be taken under law or in equity.

14. Miscellaneous. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of law. This agreement constitutes the entire agreement between the parties regarding the subject matter herein, and no amendments, changes or modifications may be made to this agreement without the express written consent of each of the parties. If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. No failure or delay by a party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or prohibit any other or further exercise of any right hereunder. This agreement shall benefit and be binding upon the parties and their respective successors and assigns. This agreement may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Montoursville Area School District

By: _____
Name: _____
Title: _____
Date: _____

FISH COMMERCIAL GROUP

By: _____
Name: Nathan White
Title: Agent, FCG
Date: _____

[Schedule of Commissions Follows]

SCHEDULE OF COMMISSIONS

Rates:

Broker's fee in the case of a sale is 5% of the full purchase price, including FF&E allocation and/or sale of existing business, if applicable, to be paid at time of closing per settlement statement.

Lease by Landlord: In the event Seller elects to lease the property, FCG shall remain the broker representative for Seller and Seller shall remain responsible to pay FCG the commissions due per the attached schedule, per the total lease value and which will become due hereunder at time of rent commencement.

Alternative Transaction: If a proposed transaction covered by the Agreement to which this Schedule is annexed turns into any other transaction, including, but not limited to, a sale, exchange, option to purchase, or right of first refusal, then FCG will automatically, without the necessity of any further acts by Seller or FCG or an amendment to this Agreement, be Seller's sole and exclusive agent for such transaction and will be entitled to a commission on such transaction under the terms of this Agreement.

Broker Regulatory or Statutory Provisions: Seller acknowledges receipt of the Consumer Notice attached hereto ("Consumer Notice"), describing the various relationships and the duties of licensees under the Real Estate Licensing and Registration Act and disclosures pursuant thereto. Landlord acknowledges that FCG is a full service real estate firm and may represent prospective buyers and Seller may consent to such dual agency. FCG will not disclose the confidential information of any of its clients. FCG will not accept a fee from any party other than Seller for a transaction contemplated herein without disclosure to Seller. FCG will disclose any conflicts of interest in a reasonably practicable period of time. FCG may utilize subagents, including its affiliates, in performing services hereunder, if FCG, in its discretion, deems it necessary.

Pursuant to the Real Estate Licensing and Registration Act of the Commonwealth of Pennsylvania, FCG hereby designates the below named affiliated broker(s) or employee(s) as your Designated Agent(s) in connection with services to be performed by FCG pursuant to this Agreement.

FCG Designated Agent(s): Nathan White

A Real Estate Recovery Fund exists to reimburse a person who has obtained a final civil judgment against a Commonwealth real estate licensee owing to fraud misrepresentation or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting legal and equitable remedies. Details about the Fund may be obtained by calling the Commission at (717) 783-3658. Payments of money received by FCG on account of a sale - regardless of the form of payment and the person designated as payee (if payment is made by an instrument) - shall be held by FCG in an escrow account pending consummation of the sale or a prior termination thereof.

CONSUMER NOTICE

THIS IS NOT A CONTRACT

In an effort to enable consumers of real estate services to make informed decisions about the business relationships they may have with real estate brokers and salespersons (licensees), the Real Estate Licensing and Registration Act (RELRA) requires that consumers be provided with this Notice at the initial interview.

Licensees may enter into the following agency relationships with consumers:

Seller Agent

As a seller agent, the licensee and the licensee's company works exclusively for the seller/landlord and must act in the seller's/landlord's best interest, including making a continuous and good faith effort to find a buyer/tenant except while the property is subject to an existing agreement. All confidential information relayed by the seller/landlord must be kept confidential except that a licensee must reveal known material defects about the property. A subagent has the same duties and obligations as the seller agent.

Buyer Agent

As a buyer agent, the licensee and the licensee's company work exclusively for the buyer/tenant even if paid by the seller/landlord. The buyer agent must act in the buyer/tenant's best interest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the buyer is subject to an existing contract, and must keep all confidential information, other than known material defects about the property, confidential.

Dual Agent

As a dual agent, the licensee works for *both* the seller/landlord and the buyer/tenant. A dual agent may not take any action that is adverse or detrimental to either party but must disclose known material defects about the property. A licensee must have the written consent of both parties before acting as a dual agent.

Designated Agent

As a designated agent, the broker of the selected real estate company designates certain licensees within the company to act exclusively as the seller/landlord agent and other licensees within the company to act exclusively as the buyer/tenant agent in the transaction. Because the broker supervises all of the licensees, the broker automatically serves as a dual agent. Each of the designated licensees are required to act in the applicable capacity explained previously. Additionally, the broker has the duty to take reasonable steps to assure that confidential information is not disclosed within the company.

- In addition, a licensee may serve as a Transaction Licensee.

A transaction licensee provides real estate services without having any agency relationship with a consumer. Although a transaction licensee has no duty of loyalty or confidentiality, a transaction licensee is prohibited from disclosing that:

- The seller will accept a price less than the asking/listing price,
- The buyer will pay a price greater than the price submitted in the written offer, and
- The seller or buyer will agree to financing terms other than those offered.

Like licensees in agency relationships, transaction licensees must disclose known material defects about the property.

- Regardless of the business relationship selected, all licensees owe consumers the duty to:
 - Exercise reasonable professional skill and care which meets the practice standards required by the RELRA.
 - Deal honestly and in good faith.
 - Present, as soon as practicable, all written offers, counteroffers, notices and communications to and from the parties. This duty may be waived *by* the seller *where* the seller's property is under contract and the waiver is in writing.
 - Comply with the Real Estate Seller Disclosure Law.
 - Account for escrow and deposit funds.
 - Disclose, as soon as practicable, all conflicts of interest and financial interests.
 - Provide assistance with document preparation and advise the consumer regarding compliance with laws pertaining to real estate transactions.
 - Advise the consumer to seek expert advice on matters about the transaction that are beyond the licensee's expertise.
 - Keep the consumer informed about the transaction and the tasks to be completed.
 - Disclose financial interest in a service, such as financial, title transfer and preparation services, insurance, construction, repair or inspection, at the time service is recommended or the first time the licensee learns that the service will be used.
- The following contractual terms are *negotiable* between the licensee and the consumer and must be addressed in an agreement/disclosure statement:
 - The duration of the licensee's employment, listing agreement or contract.
 - The licensee's fees or commission.

- The scope of the licensee's activities or practices.
- The broker's cooperation with and sharing of fees with other brokers.
- All sales agreements must contain the property's zoning classification except where the property is zoned solely or primarily to permit single family dwellings.
- The Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

Before you disclose any financial information to a licensee, be advised that unless you select a business relationship by signing a written agreement, the licensee is NOT representing you. A business relationship is NOT presumed.



BOARD POLICY

707 Use of School Facilities

POLICY NUMBER	ADOPTED	VERSION	DOCUMENT STATUS
707	8/10/2004	V2.7	UNDER-REVIEW
WORKFLOW	PRINTED		
First Reading	9/17/2026		

■ Proposed addition ■ Proposed deletion

Purpose

The Board recognizes that although the primary purpose of the school buildings, facilities and property is to provide students with an appropriate learning environment, the Board may make school facilities available to individuals and groups without discrimination and in accordance with this policy, provided the use does not interfere with the educational or other programs of the schools.

Authority

The Board shall establish a plan for the use of school facilities by approved groups. This plan will define the categories of use and the fees associated with each group for the various facilities. In addition to the fee schedule, groups may be charged for custodial and security expenses incurred.[\[1\]](#)

All groups using the school facilities shall be responsible for leaving all areas in the same condition as they found them.

Use of School Facilities in Emergencies

The Board authorizes the use of the various facilities in emergency situations subject to the approval of the Superintendent. Emergency uses shall supercede all other uses.

Definition

A **non-profit** includes any organization that qualifies with the IRS as a 501 (c) (3) corporation, as a Pennsylvania non-profit corporation or a governmental agency. Unincorporated entities may be recognized by the Board as non-profit on a case-by-case basis.

Guidelines

Application Process

Individuals or groups requesting permission to use school facilities or property must submit a written request on the prescribed application form at least five (5) business days before a Board meeting to the Board Secretary/Business Manager, who shall review the application for completeness. The Board Secretary/Business Manager will use the schedule of use to determine what category the requestor belongs in and what fees should be charged. The request may then be submitted, along with the administration's recommendations, to the Board for approval.

The application must specify the portion of the school facilities requested for use; proposed activities; number and make-up of participants; if spectators are planned; what fees the requestor is charging; and the date, time, and duration of the proposed event, including set-up and/or clean-up time.

Along with the completed application, the requestor must submit the following before the request will be considered:

1. Payment of the specified rental fee.
2. Agreement to pay additional charges for custodial, security, etc.
3. Evidence of an organization's liability insurance coverage to limits required by district guidelines.
4. Submission of current background and child abuse history checks, the results of which have been evaluated by the district.

The current Facilities Use Fee Schedule is available from the administration and can also be found in the Montoursville Area School District Procedures Manual.

Application Evaluation

No application to use school facilities shall be approved if the proposed activity would result in any of the following:

1. The activity would conflict with a school-sponsored activity that is using the same portion of the facilities sought by another prospective user or if the school principal determines that overall usage of the school's facilities would be excessive if the requested use is permitted.
2. School facilities are closed due to renovations, maintenance, cleaning, the school calendar, or Board action.
3. The activity requires access to school facilities containing equipment or furnishings which would be subject to unreasonable risk of damage.

Limitations

When individuals and community groups receive written permission to use school facilities under this policy, such use shall be conditioned upon strict compliance with the following:

1. Individuals shall not use, access or enter upon any portion of the school facilities not specified in the approved written request form, nor use any equipment not so identified.
2. Individuals shall refrain from any conduct or activities not specifically identified in the approved written request form.
3. When advertising or promoting activities held at school facilities, individuals and community groups shall clearly communicate that the activities are not being sponsored by the school district.
4. School equipment used in conjunction with requested facilities shall be identified when the application is submitted. Users of school equipment must accept liability for any damage to or loss of equipment that occurs while in their use. Where rules so specify, no equipment may be used except by a qualified operator, provided by the school.

Prohibited Activities

The following activities are strictly prohibited in school facilities and on school grounds when individuals and community groups are granted written permission to use said school facilities:

1. Possession, use or distribution of illegal drugs and/or alcoholic beverages.
2. Possession of weapons as identified in policy 218.1.[\[2\]](#)
3. Conduct that would alter, damage, or be injurious to any district property, equipment or furnishings.
4. Conduct that would constitute a violation of the Pennsylvania Crimes Code, and/or state and federal laws and regulations.
5. Gambling, games of chance, lotteries, raffles or other activities requiring a license under the Local Option Small Games of Chance Act, unless such activity has been expressly authorized by the Board or administration.
6. Use of tobacco products. However, the Board may designate specific areas for tobacco use by the public on property owned, leased, or controlled by the district that is at least fifty (50) feet from school buildings, stadiums, and bleachers.[\[4\]](#)[\[5\]](#)

Violations

The school district reserves the right to remove from school district premises any individual or community group who fails to comply with the terms and conditions of this policy and established procedures.

By submitting an application, applicants agree that the school district shall not be held responsible for any loss of event profits or income under any circumstances.

In the event an individual or community group violates this policy or the terms under which permission was granted to use school facilities, that individual or community group forfeits the right to submit future written requests to use school district property, unless otherwise decided by the Board.

DEFINITION OF GROUPS

Group #1 – School, Community Youth

1. Activities directly related to the educational program and district operations. Includes: student performances, extracurricular and intramural sports, school clubs, booster clubs and PTO.

2. School activities and activities undertaken by non-profit organizations which the Board has found to be operated primarily for the benefit of residents of the district who are eighteen (18) and under.

3. Community youth sports programs that are open only (or primarily) to residents of the district. (Sport teams for district youth outside of school control.)

Use of school facilities by the above shall be without cost to the user, except that the user shall be responsible for our custodial or security fees.

Group #2 – Community Activities Where Organization Does Not Charge Fees or is a Non-Profit Agency

1. Activities undertaken by non-profit organizations for which no admission or participation fee is charged and which the Board has found to be operated primarily for the benefit of residents of the district. The Board may also permit similar activities undertaken by for-profit organizations if no admission or participation fee is charged if the Board finds that the for-profit organization is donating substantial goods or services and will not engage in promotion of its for-profit enterprise.

Group #3 – Community Activities Where a Fee is Charged

1. Activities undertaken by non-profit organizations for which admission or participation fees are charged and which the Board has found to be operated primarily for the benefit of residents of the district.

Group #4 – Non-Community With no Charge and Non-Profit

1. Activities undertaken by non-profit organizations for which no admission is charged and for which the Board has not found the activity to be operated primarily for the benefit of residents of the district.

Group #5 – Non-Community With a Charge or a For-Profit Organization

1. All other activities.

Legal Footnotes

[1] 24 P.S. 775
LEGAL REFERENCE

[2] 24 P.S. 511
LEGAL REFERENCE

[4] 20 U.S.C. 7181
LEGAL REFERENCE

[5] 35 P.S. 1223.5
LEGAL REFERENCE

Legal References

No additional references listed.