# Regular Meeting

Tuesday, August 4, 2026 6:30 PM
High School LGI Room, 75 Bearcat Drive, Bentleyville, PA 15314

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| 1. | **EXECUTIVE SESSION: 5:45 pm** | |
| 2. | **OPENING ITEMS** | **Speaker(s):** President John Marchezak |
| 2.A. | Call to Order | |
| 2.B. | Pledge of Allegiance | |
| 2.C. | Roll Call | |
| 3. | **PUBLIC COMMENT-State your name, address, topic** | |
| 4. | **COMMUNICATIONS** | **Speaker(s):** Scott Martin |
| 4.A. | Thank you to Range Resources for their donation of office furniture to Bentworth School District as well as many other nonprofit and community partners. We received filing cabinets, shelves and chairs. | |
| 4.B. | New Policy Portal rolled over and active | |
| 4.C. | The district received the Chuckie F. Mahoney Memorial Foundation Grant in the amount of $4,000.00 | |
| 4.D. | Innovation Grant | |
| 5. | **CONSENT AGENDA (Items under the consent agenda will be voted on in one motion as a group to be approved)** | **Speaker(s):** President John Marchezak |
| 5.A. | Approval of Minutes | |
| 5.B. | Treasurer's Report | |
| 5.C. | Bill List | |
| 5.D. | Student Activities Report | |
| 5.E. | Food Service Report | |
| 6. | **SUPERINTENDENT'S REPORT** | **Speaker(s):** Scott Martin |
| 6.A. | Policy 216.2-Student Records-Name, Sex, and Gender Identity | |
| 6.B. | Review Policy 123.1-Sex-Based Distinctions in Athletics | |
| 6.C. | Review Policy 253-Sex-Based Distinctions in Multi-User Facilities | |
| 6.D. | Daikin Maintenance Agreement Quote 2026-2028 | |
| 6.E. | Softball Backstop Replacement Project Change Order | |

| | | |
|---|---|---|
| 6.F. | Security Agreement 2026-2027 | |
| 6.G. | District Recognized Groups 2026-2027 | |
| 7. | **DIRECTOR OF PUPIL SERVICES REPORT** | **Speaker(s):** Bob Niziol |
| 7.A. | Contract Driver Proposals 2026-2027 | |
| 7.B. | Mlaker Agreement 2026-2027 | |
| 7.C. | AIU Comprehensive Services Agreement 2026-2027 | |
| 7.D. | Watson Institute Agreements 2026-2027 | |
| 7.E. | Agreement with Outside In School of Experiential Education | |
| 7.F. | Student Handbooks 2026-2027 | |
| 8. | **BUSINESS MANAGER'S REPORT** | **Speaker(s):** Julie Keener |
| 8.A. | Facility Audit | |
| 8.B. | CACFP Sponsor-to-Sponsor Agreement with Blueprints once received, for ratification at the September meeting. | |
| 8.C. | A la Carte Prices for 2026-2027 | |
| 8.D. | Appointment of School Physician | |
| 8.E. | Authorize Business Manager to pay bills | |
| 9. | **PRINCIPAL/DIRECTOR'S REPORT** | |
| 10. | **SOLICITOR'S REPORT** | |
| 11. | **PRESIDENT'S REPORT** | |
| 11.A. | OLD BUSINESS | |
| 11.B. | NEW BUSINESS | |
| 12. | **PERSONNEL** | **Speaker(s):** Scott Martin |
| 12.A. | Substitutes 2026-2027 | |
| 12.B. | Emergency Substitutes 2026-2027 | |
| 12.C. | Name and Rename Fall Assistant Coaches | |
| 12.D. | Sponsors 2026-2027 | |
| 12.E. | Superintendent Evaluation | |
| 12.F. | Business Manager Contract Addendum | |

12.G. Administrative Assistant Stipend

12.H. New salary for Payroll

12.I. Employment of Bus Driver

12.J. Employment of Professional Employee

12.K. Employment of Professional Employee

12.L. Employment of Paraprofessional

13. **ADJOURNMENT**

13.A. Motion to Adjourn

# FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** 10 - General Fund **Payment Dates:** 06/30/2026 - 06/30/2026

**Payment Categories:** Regular Checks
**Sort**: **Payment Number**

| Payment # | Paymnt Dt | Vendor Name | Description Of Purchase | Description Of Purchase | Amount |
|---|---|---|---|---|---|
| 0000028119 | 06/30/2026 | A-Z JANITORIAL SUPPLY | CUSTODIAL/MAINTENANCE SUPPLIES | | 386.52 |
| 0000028120 | 06/30/2026 | AIU / CPE | PROFESSIONAL ED SERVICES-IU'S | | 2,320.44 |
| 0000028121 | 06/30/2026 | BENTWORTH SCHOOL DISTRICT | DUE FROM STUDENT ACTIVITIES | | 136.62 |
| 0000028122 | 06/30/2026 | IU #1 GENERAL FUND | TELECOMMUNICATION SERVICE | OTHER PROFESSIONAL SERVIC | 5,024.00 |
| 0000028123 | 06/30/2026 | JOSTENS | GENERAL SUPPLIES - SECOND | | 19.65 |
| 0000028124 | 06/30/2026 | MURPHY FAMILY INC. | TRANSPORTATION SUPPLIES | | 84.44 |
| 0000028125 | 06/30/2026 | PA VIRTUAL CHARTER SCHOOL | TUITION TO CYBER SCHOOL | | 2,003.42 |
| 0000028126 | 06/30/2026 | SAFETY KLEEN SYSTEMS, INC. | TRANSPORTATION SUPPLIES | | 410.47 |
| 0000028127 | 06/30/2026 | SHERWIN WILLIAMS CO. | MAINTENANCE SUPPLIES | | 1,340.64 |
| 0000028128 | 06/30/2026 | SUBURBAN PROPANE - 2123 | RENTAL OF EQUIPMENT | | 35.00 |
| 0000028129 | 06/30/2026 | HILL INTERNATIONAL TRUCKS | TRANSPORTATION SUPPLIES | | 1,357.91 |
| 0000028130 | 06/30/2026 | AMAZON CAPITAL SERVICES | GENERAL SUPPLIES | | 499.52 |
| 0000028131 | 06/30/2026 | BREEZELINE | TELECOMMUNICATION SERVICE | | 192.60 |
| 0000028132 | 06/30/2026 | CHRISTINE COYLE | CONTRA | | 21.50 |
| 0000028133 | 06/30/2026 | DURA EDGE | MAINTENANCE SUPPLIES | | 1,540.00 |
| 0000028134 | 06/30/2026 | THE WATSON INSTITUTE | APPROVED PRIVATE SCHOOL TUIT. | APPROVED PRIVATE SCHOOLS | 16,540.00 |
| 0000028135 | 06/30/2026 | FAMOUS SUPPLY | MAINTENANCE SUPPLIES | | 69.22 |
| 0000028136 | 06/30/2026 | FORD BUSINESS MACHINES | EQUIPMENT REPAIR & MAINTENANCE | | 343.54 |
| 0000028137 | 06/30/2026 | FULL SERVICE NETWORK | TELECOMMUNICATION SERVICE | | 2,396.54 |
| 0000028138 | 06/30/2026 | HOMELAND INTELLIGENCE AND PROTECTIVE SERVICES, LLC | DUE FROM STUDENT ACTIVITIES | | 96.25 |
| 0000028139 | 06/30/2026 | THE HOPE ACADEMY OF WEXFORD | AUTISTIC SUPPORT-OTHER TUITION | | 24,960.00 |
| 0000028140 | 06/30/2026 | INDUSTRIAL COMMERCIAL ELEVATOR | REPAIR & MAINT. BUILDINGS | | 240.00 |

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

# FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** 10 - General Fund **Payment Dates:** 06/30/2026 - 06/30/2026

**Payment Categories:** Regular Checks
**Sort**: **Payment Number**

| Payment # | Paymnt Dt | Vendor Name | Description Of Purchase | Description Of Purchase | Amount |
|---|---|---|---|---|---|
| 0000028141 | 06/30/2026 | MEGAMINDS INC. | . | | 1,000.00 |
| 0000028142 | 06/30/2026 | MEMORY BOOK BY JOSTENS | GENERAL SUPPLIES | | 89.44 |
| 0000028143 | 06/30/2026 | NOBLE ENVIRONMENTAL | DISPOSAL SERVICES | | 1,073.65 |
| 0000028144 | 06/30/2026 | ORKIN | EXTERMINATION SERVICES | | 362.66 |
| 0000028145 | 06/30/2026 | PNC BANK | GENERAL SUPPLIES | | 317.04 |
| 0000028146 | 06/30/2026 | R&B ELECTRONICS INC. | REPAIRS & MAINTENANCE SVC | | 74,701.94 |
| 0000028147 | 06/30/2026 | JOSEPH ROBISON | CONTRACT DRIVER | | 588.00 |
| 0000028148 | 06/30/2026 | UGI ENERGY SERVICES LLC | NATURAL GAS | | 560.36 |
| 0000028149 | 06/30/2026 | UNITY SCHOOL BUS PARTS | TRANSPORTATION SUPPLIES | | 150.60 |
| 0000028150 | 06/30/2026 | VALLEY HARDWARE & HOME | MAINTENANCE SUPPLIES | COMPUTER/SOFTWARE SUPPLIE | 51.32 |
| 0000028151 | 06/30/2026 | WASHINGTON COUNTY GENERAL FUND | TUIT JUVENILES INCARCERATED | | 935.00 |
| 0000028152 | 06/30/2026 | WEST PENN POWER | ELECTRICITY | | 14,383.98 |
| 0000028153 | 06/30/2026 | WILSON PETROLEUM PRODUCTS | DEISEL FUEL | | 19,524.18 |
| 0000028154 | 06/30/2026 | JENNIFER WOODS | CONTRACT DRIVER | | 1,050.56 |
| 0000028172 | 06/30/2026 | R & B MECHANICAL | REPAIRS & MAINTENANCE SVC | | 74,701.94 |

# FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** 10 - General Fund **Payment Dates:** 06/30/2026 - 06/30/2026

**Payment Categories:** Regular Checks
**Sort**: **Payment Number**

| | |
|---|---|
| **10 - GENERAL FUND** | **249,508.95** |
| **Grand Total All Funds** | **249,508.95** |
| **Grand Total Credit Cards** | **0.00** |
| **Grand Total Direct Deposits** | **0.00** |
| **Grand Total Manual Checks** | **0.00** |
| **Grand Total Other Disbursement Non-negotiables** | **0.00** |
| **Grand Total Procurement Card Other Disbursement Non-negotiables** | **0.00** |
| **Grand Total Regular Checks** | **249,508.95** |
| **Grand Total Virtual Payments** | **0.00** |
| **Grand Total All Payments** | **249,508.95** |

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

# FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** 10 - General Fund **Payment Dates:** 07/02/2026 - 07/02/2026

**Payment Categories:** Regular Checks
**Sort**: **Payment Number**

| Payment # | Paymnt Dt | Vendor Name | Description Of Purchase | Description Of Purchase | Amount |
|---|---|---|---|---|---|
| 0000028155 | 07/02/2026 | JOHNSON CONTROLS FIRE PROTECTION LP | REPAIR & MAINT. BUILDINGS | | 622.00 |
| 0000028156 | 07/02/2026 | PSBA | DUES & FEES | PROFESSIONAL SERVICES | 13,095.44 |
| 0000028157 | 07/02/2026 | PASA | DUES & FEES | | 2,164.00 |
| 0000028158 | 07/02/2026 | PARSS | DUES & FEES | | 975.00 |
| 0000028159 | 07/02/2026 | BOOK SYSTEMS INC. | PURCH SERVICE - TECHNOLOG | | 2,877.00 |
| 0000028160 | 07/02/2026 | BREEZELINE | TELECOMMUNICATION SERVICE | | 138.68 |
| 0000028161 | 07/02/2026 | CNA SURETY DIRECT BILL | BONDING INSURANCE | | 175.00 |
| 0000028162 | 07/02/2026 | EDLIO LLC COLLECTIONS | TELECOMMUNICATION SERVICE | | 11,400.00 |
| 0000028163 | 07/02/2026 | FAYETTE CO COACHES | DUES & FEES GIRLS SOCCER | | 225.00 |
| 0000028164 | 07/02/2026 | FACILITIES MANAGEMENT EXPRESS, LLC | TECHNOLOGY SUPPLIES | | 11,300.63 |
| 0000028165 | 07/02/2026 | FRONTLINE TECHNOLOGIES INC. | MAINT/REPAIR/UP GRADE SOFTWARE | REPAIR/MAINT/UPGRADE TECH | 20,018.04 |
| 0000028166 | 07/02/2026 | END2END PUBLIC SAFETY/ | TECHNOLOGY SUPPLIES | | 1,451.00 |
| 0000028167 | 07/02/2026 | NASSP/NHS | DUES & FEES | | 385.00 |
| 0000028168 | 07/02/2026 | CYBERSOFT TECHNOLOGIES | REPAIR/MAINT/UPGRADE TECH | | 4,163.25 |
| 0000028169 | 07/02/2026 | RISE VISION | REPAIR/MAINT/UPGRADE TECH | | 1,251.00 |
| 0000028170 | 07/02/2026 | SCENARIO LEARNING LLC | EMPLOYEE TRAINING | | 2,800.42 |
| 0000028171 | 07/02/2026 | SKYWARD INC. | ANNUAL SUPPORT/UPGRADES | | 13,650.54 |

# FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** 10 - General Fund **Payment Dates:** 07/02/2026 - 07/02/2026

**Payment Categories:** Regular Checks
**Sort**: **Payment Number**

| | |
|---|---|
| **10 - GENERAL FUND** | **86,692.00** |
| **Grand Total All Funds** | **86,692.00** |
| **Grand Total Credit Cards** | **0.00** |
| **Grand Total Direct Deposits** | **0.00** |
| **Grand Total Manual Checks** | **0.00** |
| **Grand Total Other Disbursement Non-negotiables** | **0.00** |
| **Grand Total Procurement Card Other Disbursement Non-negotiables** | **0.00** |
| **Grand Total Regular Checks** | **86,692.00** |
| **Grand Total Virtual Payments** | **0.00** |
| **Grand Total All Payments** | **86,692.00** |

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

# FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** 10 - General Fund **Payment Dates:** 07/10/2026 - 07/10/2026

**Payment Categories:** Regular Checks
**Sort**: **Payment Number**

| Payment # | Paymnt Dt | Vendor Name | Description Of Purchase | Description Of Purchase | Amount | |
|---|---|---|---|---|---|---|
| 0000028173 | 07/10/2026 | A-Z JANITORIAL SUPPLY | CUSTODIAL/MAINTENANCE SUPPLIES | | 1,562.30 | # |
| 0000028174 | 07/10/2026 | CONSOLIDATED COMMUNICATIONS | TELECOMMUNICATION SERVICE | | 269.27 | |
| 0000028175 | 07/10/2026 | VISION BENEFITS OF AMERICA | VISION INSURANCE LIABILITY | | 1,163.13 | |
| 0000028176 | 07/10/2026 | AT&T MOBILITY | TELECOMMUNICATION SERVICE | | 638.64 | # |
| 0000028177 | 07/10/2026 | BREEZELINE | TELECOMMUNICATION SERVICE | | 374.90 | |
| 0000028178 | 07/10/2026 | CM REGENT LLC | DISABILITY INSURANCE LIABILITY | | 895.48 | # |
| 0000028179 | 07/10/2026 | COEN MARKETS | GASOLINE | | 680.73 | # |
| 0000028180 | 07/10/2026 | KEYSTONE EDUCATION GROUP LLC | TUITION - PRRI | | 2,560.00 | # |
| 0000028181 | 07/10/2026 | SECURIAN LIFE INSURANCE COMPANY | LIFE INSURANCE LIABILITY | | 732.73 | |
| 0000028182 | 07/10/2026 | UPMC HEALTH BENEFITS INC. | WORKERS COMP | | 43,723.00 | |
| 0000028183 | 07/10/2026 | BECKY SHOUP | TRANSPORT/TELECOMM SVCS | | 300.00 | # |

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|---|---|
| **10 - GENERAL FUND** | **52,900.18** |
| **Grand Total All Funds** | **52,900.18** |
| **Grand Total Credit Cards** | **0.00** |
| **Grand Total Direct Deposits** | **0.00** |
| **Grand Total Manual Checks** | **0.00** |
| **Grand Total Other Disbursement Non-negotiables** | **0.00** |
| **Grand Total Procurement Card Other Disbursement Non-negotiables** | **0.00** |
| **Grand Total Regular Checks** | **52,900.18** |
| **Grand Total Virtual Payments** | **0.00** |
| **Grand Total All Payments** | **52,900.18** |

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

# FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** 10 - General Fund **Payment Dates:** 07/17/2026 - 07/17/2026

**Payment Categories:** Regular Checks
**Sort**: **Payment Number**

| Payment # | Paymnt Dt | Vendor Name | Description Of Purchase | Description Of Purchase | Amount | |
|---|---|---|---|---|---|---|
| 0000028184 | 07/17/2026 | A-Z JANITORIAL SUPPLY | CUSTODIAL/MAINTENANCE SUPPLIES | | 116.88 | # |
| 0000028185 | 07/17/2026 | BEACON SUPPLY COMPANY | MAINTENANCE SUPPLIES | | 1,422.41 | # |
| 0000028186 | 07/17/2026 | GRAINGER INC. | MAINTENANCE SUPPLIES | | 2,215.10 | # |
| 0000028187 | 07/17/2026 | JOHNSON CONTROLS FIRE PROTECTION LP | REPAIR & MAINT. BUILDINGS | | 420.00 | |
| 0000028188 | 07/17/2026 | LOWE'S CREDIT SERVICES | MAINTENANCE SUPPLIES | | 1,211.53 | # |
| 0000028189 | 07/17/2026 | MURPHY FAMILY INC. | TRANSPORTATION SUPPLIES | | 76.98 | # |
| 0000028190 | 07/17/2026 | PASBO | DUES & FEES | | 400.00 | |
| 0000028191 | 07/17/2026 | PIGEON CREEK SANITARY | WATER/SEWAGE | | 1,054.83 | |
| 0000028192 | 07/17/2026 | GINA PROFROCK | CONTRACT DRIVER | | 1,360.00 | # |
| 0000028193 | 07/17/2026 | SHERWIN WILLIAMS CO. | MAINTENANCE SUPPLIES | | 132.03 | # |
| 0000028194 | 07/17/2026 | VISION BENEFITS OF AMERICA | VISION INSURANCE LIABILITY | | 1,208.07 | |
| 0000028195 | 07/17/2026 | WILSON LANGUAGE TRAINING CORP. | GENERAL SUPPLIES | | 40,524.00 | |
| 0000028196 | 07/17/2026 | HILL INTERNATIONAL TRUCKS | TRANSPORTATION SUPPLIES | | 1,095.21 | # |
| 0000028197 | 07/17/2026 | DISTRICT VII AD ASSOCIATION | DUES & FEES | | 115.00 | |
| 0000028198 | 07/17/2026 | CENTERVILLE CLINICS INC | \SCHOOL PHYSICIAN SERVICES | | 590.00 | # |
| 0000028199 | 07/17/2026 | MON VALLEY CAREER & TECH. CENT | PRINCIPAL - MVCTC ISSUE | | 95,129.02 | |
| 0000028200 | 07/17/2026 | ADVANTAGE REHABILIATION STAFFING LLC. | SPEECH SUPPORT - ESY | | 576.00 | # |
| 0000028201 | 07/17/2026 | BREEZELINE | TELECOMMUNICATION SERVICE | | 446.33 | |
| 0000028202 | 07/17/2026 | DAIKIN APPLIED | PROFESSIONAL SERVICES | | 1,476.00 | # |
| 0000028203 | 07/17/2026 | DONLEY BRICK CO. | MAINTENANCE SUPPLIES | | 7,717.20 | # |
| 0000028204 | 07/17/2026 | FAMOUS SUPPLY | MAINTENANCE SUPPLIES | | 2,879.91 | # |

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

# FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** 10 - General Fund **Payment Dates:** 07/17/2026 - 07/17/2026

**Payment Categories:** Regular Checks
**Sort**: **Payment Number**

| Payment # | Paymnt Dt | Vendor Name | Description Of Purchase | Description Of Purchase | Amount | |
|---|---|---|---|---|---|---|
| 0000028205 | 07/17/2026 | EQUIPMENT CONNECTION & PARTY RENTAL CO. | MAINTENANCE SUPPLIES | | 650.00 | # |
| 0000028206 | 07/17/2026 | GLA WATER CONSULTANTS INC. | PROFESSIONAL SERVICES | | 235.00 | # |
| 0000028207 | 07/17/2026 | ImPACT APPLICATIONS INC. | PROFESSIONAL SERVICES | | 610.00 | |
| 0000028208 | 07/17/2026 | INTEGRATED SYSTEMS CORPORATION | REPAIR/MAINT/UPGRADE TECH | | 2,530.46 | # |
| 0000028209 | 07/17/2026 | IXL LEARNING | TECHNOLOGY SUPPLIES & FEES | | 5,155.00 | |
| 0000028210 | 07/17/2026 | KEYSTONE EDUCATION GROUP LLC | TUITION - PRRI | | 2,598.40 | # |
| 0000028211 | 07/17/2026 | DAWN MCWILLIAMS | CONTRACT DRIVER | | 2,376.00 | # |
| 0000028212 | 07/17/2026 | PEOPLES | NATURAL GAS | | 601.21 | |
| 0000028213 | 07/17/2026 | SMART FUTURES | TECHNOLOGY SUPPLIES | | 4,000.00 | |
| 0000028214 | 07/17/2026 | UGI ENERGY SERVICES LLC | NATURAL GAS | | 179.31 | |
| 0000028215 | 07/17/2026 | US BANK EQUIPMENT FINANCE | SERIAL BONDS-PRINCIPAL | | 6,986.41 | |
| 0000028216 | 07/17/2026 | WEST PENN POWER | ELECTRICITY | | 8,304.55 | |

# FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** 10 - General Fund **Payment Dates:** 07/17/2026 - 07/17/2026

**Payment Categories:** Regular Checks
**Sort**: **Payment Number**

| | |
|---|---|
| **10 - GENERAL FUND** | **194,392.84** |
| **Grand Total All Funds** | **194,392.84** |
| **Grand Total Credit Cards** | **0.00** |
| **Grand Total Direct Deposits** | **0.00** |
| **Grand Total Manual Checks** | **0.00** |
| **Grand Total Other Disbursement Non-negotiables** | **0.00** |
| **Grand Total Procurement Card Other Disbursement Non-negotiables** | **0.00** |
| **Grand Total Regular Checks** | **194,392.84** |
| **Grand Total Virtual Payments** | **0.00** |
| **Grand Total All Payments** | **194,392.84** |

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

# FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** 10 - General Fund **Payment Dates:** 07/31/2026 - 07/31/2026

**Payment Categories:** Regular Checks
**Sort**: **Payment Number**

| Payment # | Paymnt Dt | Vendor Name | Description Of Purchase | Description Of Purchase | Amount | |
|---|---|---|---|---|---|---|
| 0000028217 | 07/31/2026 | A-Z JANITORIAL SUPPLY | CLEANING SUPPLIES | WET VAC/SQUEEGE | 5,844.22 | |
| 0000028218 | 07/31/2026 | COLLEGE BOARD | GENERAL SUPPLIES | | 6,106.00 | # |
| 0000028219 | 07/31/2026 | PA LEADERSHIP CHARTER SCHOOL | 1 NON SPEC ED | | 1,001.71 | |
| 0000028220 | 07/31/2026 | GRAINGER INC. | MAINTENANCE SUPPLIES | | 162.49 | |
| 0000028221 | 07/31/2026 | IU #1 GENERAL FUND | 3RD & 4TH QRTR 25/26 | 2ND QRT 25/26 | 5,217.15 | # |
| 0000028222 | 07/31/2026 | LOWE'S CREDIT SERVICES | MAINTENANCE SUPPLIES | | 380.78 | |
| 0000028223 | 07/31/2026 | PA VIRTUAL CHARTER SCHOOL | 1 NON SPEC ED | | 1,001.71 | |
| 0000028224 | 07/31/2026 | GINA PROFROCK | CONTRACT DRIVER | | 1,360.00 | |
| 0000028225 | 07/31/2026 | SHERWIN WILLIAMS CO. | PAINT | | 541.87 | |
| 0000028226 | 07/31/2026 | SUBURBAN PROPANE - 2123 | JULY TANK RENT | | 35.00 | |
| 0000028227 | 07/31/2026 | TRICADA | 26/27 MEMBERSHIP | | 525.00 | |
| 0000028228 | 07/31/2026 | WEISS BURKARDT KRAMER LLC | JUNE SERVICES | LEGAL SERVICES | 2,067.50 | # |
| 0000028229 | 07/31/2026 | A & S LANDSCAPING | MULCH | | 320.00 | |
| 0000028230 | 07/31/2026 | MON VALLEY CTC | 26/27 1 OF 4 | | 99,952.88 | |
| 0000028231 | 07/31/2026 | AMAZON CAPITAL SERVICES | EC OFFICE SUPPLIES | 2ND GRADE GENERAL SUPPLIES | 6,310.17 | |
| 0000028232 | 07/31/2026 | AQUA FILTER FRESH INC. | WATER/SEWAGE | RENTAL OF EQUIPMENT | 173.70 | |
| 0000028233 | 07/31/2026 | ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC | PROPERTY | AUTOMOBILE | 103,924.00 | |
| 0000028234 | 07/31/2026 | CALIFORNIA ACADEMY OF LEARNING CS | 2 SPEC ED 5 NON SPEC ED | | 11,014.60 | |
| 0000028235 | 07/31/2026 | CM REGENT LLC | AUGUST 2026 DISABILITY | | 444.07 | |
| 0000028236 | 07/31/2026 | FORD BUSINESS MACHINES | COPIER SUPPLIES | | 560.72 | |
| 0000028237 | 07/31/2026 | HHSDR | PROFESSIONAL SERVICES | | 14,042.50 | # |
| 0000028238 | 07/31/2026 | HORIZON | 25% PAYMENT HS SOUND SYSTEM | | 6,403.25 | |

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

# FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** 10 - General Fund **Payment Dates:** 07/31/2026 - 07/31/2026

**Payment Categories:** Regular Checks
**Sort**: **Payment Number**

| Payment # | Paymnt Dt | Vendor Name | Description Of Purchase | Description Of Purchase | Amount |
|---|---|---|---|---|---|
| 0000028239 | 07/31/2026 | INSIGHT PA CYBER CHARTER SCHOOL | 1 SPEC ED 1 NON SPEC ED | | 2,894.94 |
| 0000028240 | 07/31/2026 | KAUFMAN MULCH INC. | PLAYGROUND MULCH | | 2,062.50 |
| 0000028241 | 07/31/2026 | DAWN MCWILLIAMS | CONTRACT DRIVER | | 2,257.20 |
| 0000028242 | 07/31/2026 | MELISSA B. KLECAN | JULY 2026 | | 1,149.72 |
| 0000028243 | 07/31/2026 | MR. JOHN & TRI-BORO TRAILER | BASEBALL FIELD | PRACTICE FIELD | 278.00 |
| 0000028244 | 07/31/2026 | ORKIN | EXTERMINATION SERVICES | HS MONTHLY SERVICE | 389.97 |
| 0000028245 | 07/31/2026 | PA DISTANCE LEARNING CHARTER SCHOOL | 1 SPEC ED | | 1,893.23 |
| 0000028246 | 07/31/2026 | SOUTHWEST PASBO | KEENER/PERNELL 26-27 MEMBERSHIP | | 70.00 |
| 0000028247 | 07/31/2026 | PENNWOOD CYBER CHARTER | 25/26 FINAL RECONCILIATION | TUITION TO CYBER SCHOOL | 4,077.99 # |
| 0000028248 | 07/31/2026 | PNC BANK | STEM GRANT | MS ESY PROGRAM | 677.00 # |
| 0000028249 | 07/31/2026 | JOSEPH ROBISON | JULY 2026 | | 1,092.00 |
| 0000028250 | 07/31/2026 | SDC PUBLICATIONS | residential design using autodesk revit 2027 | | 792.00 |
| 0000028251 | 07/31/2026 | SECURIAN LIFE INSURANCE COMPANY | AUGUST 2026 LIFE | | 734.10 |
| 0000028252 | 07/31/2026 | UNIVERSITY OF PITTSBURGH | 26/27 FORUM MEMBERSHIP | DUES & FEES | 2,400.00 |
| 0000028253 | 07/31/2026 | WASHINGTON COUNTY SUPERINTENDENTS ASSOC. | 26/27 MEMBERSHIP | | 175.00 |
| 0000028254 | 07/31/2026 | WEST PENN POWER | HS 6.26-7.26 | EC 6.26-7.26 | 14,646.07 |
| 0000028255 | 07/31/2026 | WONSETTLER PHYSICAL THERAPY AND SPECIALIZED HEALTH | JULY 2026 | | 6,250.00 |
| 0000028256 | 07/31/2026 | JENNIFER WOODS | JULY 2026 | | 675.36 |
| 0000028257 | 07/31/2026 | WESTERN PENNSYLVANIA | JUNE 2026 | MAY 2026 | 3,900.00 # |

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

# FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** 10 - General Fund **Payment Dates:** 07/31/2026 - 07/31/2026

**Payment Categories:** Regular Checks
**Sort**: **Payment Number**

| | |
|---|---|
| **10 - GENERAL FUND** | **313,804.40** |
| **Grand Total All Funds** | **313,804.40** |
| **Grand Total Credit Cards** | **0.00** |
| **Grand Total Direct Deposits** | **0.00** |
| **Grand Total Manual Checks** | **0.00** |
| **Grand Total Other Disbursement Non-negotiables** | **0.00** |
| **Grand Total Procurement Card Other Disbursement Non-negotiables** | **0.00** |
| **Grand Total Regular Checks** | **313,804.40** |
| **Grand Total Virtual Payments** | **0.00** |
| **Grand Total All Payments** | **313,804.40** |

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

# FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** 10 - General Fund **Payment Dates:** 06/01/2026 - 06/30/2026

**Payment Categories:** Non-negotiable Disbursements
**Sort**: **Payment Number**

| Payment # | Paymnt Dt | Vendor Name | Description Of Purchase | Description Of Purchase | Amount |
|---|---|---|---|---|---|
| * 00JULY2026 | 06/18/2026 | ACSHIC | PREPAID EXPENSES | | 226,394.34 |
| * 0NUTRMAY26 | 06/18/2026 | THE NUTRITION GROUP | FSMC | | 54,499.42 |
| * 0RESOJUN26 | 06/18/2026 | Intermediate Unit #1-RESO DENTAL | DENTAL LIABILITY | | 8,107.25 |

| | |
|---|---|
| **10 - GENERAL FUND** | **289,001.01** |
| **Grand Total All Funds** | **289,001.01** |
| **Grand Total Credit Cards** | **0.00** |
| **Grand Total Direct Deposits** | **0.00** |
| **Grand Total Manual Checks** | **0.00** |
| **Grand Total Other Disbursement Non-negotiables** | **289,001.01** |
| **Grand Total Procurement Card Other Disbursement Non-negotiables** | **0.00** |
| **Grand Total Regular Checks** | **0.00** |
| **Grand Total Virtual Payments** | **0.00** |
| **Grand Total All Payments** | **289,001.01** |

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

# FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** 10 - General Fund **Payment Dates:** 07/01/2026 - 07/31/2026

**Payment Categories:** Non-negotiable Disbursements
**Sort**: **Payment Number**

| Payment # | Paymnt Dt | Vendor Name | Description Of Purchase | Description Of Purchase | Amount |
|---|---|---|---|---|---|
| * 000AUG2026 | 07/20/2026 | ACSHIC | MEDICAL INSURANCE | | 226,394.34 |
| * 00JULY2026 | 07/22/2026 | Intermediate Unit #1-RESO DENTAL | MEDICAL INSURANCE | | 8,973.80 |

| | |
|---|---|
| **10 - GENERAL FUND** | **235,368.14** |
| **Grand Total All Funds** | **235,368.14** |
| **Grand Total Credit Cards** | **0.00** |
| **Grand Total Direct Deposits** | **0.00** |
| **Grand Total Manual Checks** | **0.00** |
| **Grand Total Other Disbursement Non-negotiables** | **235,368.14** |
| **Grand Total Procurement Card Other Disbursement Non-negotiables** | **0.00** |
| **Grand Total Regular Checks** | **0.00** |
| **Grand Total Virtual Payments** | **0.00** |
| **Grand Total All Payments** | **235,368.14** |

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

Bentworth School District
150 Bearcat Drive, Bentleyville, PA 15314

# Title: **Student Records - Name, Sex, and Gender Identity**

Code: 216.2
Book: Policy Manual
Section: 200 Students

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**Purpose**

The district maintains official records for each student that includes the student's legal name and sex.

The district recognizes that accommodation requests to cease being addressed in one way and to begin being addressed in another way may necessitate accommodation of others' conscience rights, and therefore seeks to provide reasonable accommodation in both directions when such interests come into tension.

This policy also ensures the fundamental right of parents/guardians to direct that the upbringing of their children is respected and that material information about a student's mental, emotional, or physical health is not concealed from parents/guardians. The district recognizes that parent/guardian involvement at the earliest possible time promotes the best outcome for students' mental, emotional, physical, and academic success.

**Definitions**

**Sex** is defined as the biological distinction between male and female based on reproductive biology and genetic make-up. **Sex** and **biological sex** may be used interchangeably.

**Eligible student** is a student or former student who is eighteen (18) years of age or older or a student under the age of eighteen (18) who is legally emancipated.

**Gender identity** means an individual's identification with their sex, the opposite-sex, both, or neither.

**Legal name** is defined as the name reflected on a legal document such as a birth certificate, state or federal issued identification, passport, or other court order substantiating the student's change of legal name.

**Guidelines**

Maintenance of Student Records - Legal Name Changes

The district will change the legal name in a student's official record only if a parent/guardian or eligible student submits a written request and submits a legal document reflecting the name change, such as a birth certificate, state or federal issued identification, passport, marriage license, or court order substantiating the student's change of legal name.

Maintenance of Student Records – Sex

When enrolling a child in the school, a parent/guardian will indicate the student's sex (as defined herein) for school records and that will remain on the school records.

If requested by district administration, the eligible student or parent/guardian shall provide their original birth certificate issued at or near the time of birth that accurately states the student's sex (as defined herein) to the Superintendent.

Maintenance of Student Records – Gender Identity

If a student identifies with a gender identity different from their sex, the eligible student and/or parent/guardian may provide that additional information in writing during registration or anytime thereafter. If requested by the parent/guardian to serve the student, the district will keep record of such identity as a separate record distinct from the record of the student's sex and any accompanying accommodation requests in the same manner that the district records any other accommodation requests from parents/guardians.

The request must be provided in writing, specifically naming the gender identity (such as agender, aporagender, demigender, pangender, transgender girl, transgender boy, etc.), stating how the student has consistently, persistently, and insistently expressed the named identity, and including any other relevant information.

Legal documents reflecting changes in gender identity are not required for requests to update gender identity information in school records.

Means of Addressing Students

Mutual respect — A student wishing to change his or her means of address will be treated with respect in the classroom and school environment. Similarly, students or school personnel shall not be forced to use language inconsistent with their beliefs and are to be treated with respect.

Name — School personnel shall refer to each student using the student's legal first, middle or last name, a derivative of the name, or a nickname commonly associated with the student's legal name.

Pronouns — When using pronouns, school personnel shall refer to each student using only the pronouns appropriate to the sex appearing in the student's official record – that is, male pronouns for a student whose sex is male, and female pronouns for a student whose sex is female, and standard second and third person neutral pronouns.

Accommodation requests regarding paragraphs 2 and 3 — If an eligible student or a student's parent/guardian makes a written accommodation request to the building principal that a name and/or pronoun be used to address the student that corresponds with the records kept in the section Gender Identity, rather than the Sections Legal Name Changes and Sex, school personnel will endeavor to avoid addressing the student by the unwanted first name or pronoun as an accommodation to the student, and:

May use the name or pronoun requested by the eligible student or student's parent/guardian; and/or

1. May use neutral names to address the student such as last names, and/or may use neutral second person pronouns such as "you, your, yours" and when appropriate, third person pronouns "they, them, their, theirs" or another reasonable accommodation.

Nothing in this policy shall be read to compel school personnel or other students to address or refer to any person in any manner that would violate the conscience of the speaker.

If school personnel cannot use a requested pronoun as a matter of conscience, then as a reasonable accommodation for the school personnel, they need not do so, but must avoid addressing the student by the unwanted first name and pronoun.

Conversely, if school personnel cannot address a student by legal name and sex-based pronouns as a matter of conscience, they may cease using them, but must avoid addressing the student by names and pronouns not authorized by the parent/guardian.

Parental Involvement in Gender Treatments of Minors

The district shall not participate in the social transition treatments of a student by referring to the student by names or pronouns that are inconsistent with the student's sex without obtaining the written permission of the student's parent/guardian. The written permission shall state that the parent/guardian relieves the Board and district employees of liability for participating in social transition treatments of the minor child.

Any written accommodation request from an eligible student or parent/guardian shall be memorialized in the student's records and subject to the same retention, disclosure, and confidentiality requirements as other accommodation requests.

The district shall not conceal material information about a student's mental, emotional, or physical health from the student's parent/guardian, including information related to gender identification.

Where school employees have reasonable cause to suspect that a student may be the victim of child abuse, the school employee shall make a report of suspected child abuse in accordance with law and Board policy.[1][2]

## Legal References:

1. 23 Pa. C.S.A. 6311

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|---|---|
| **Policy Number** | 123.1 |
| **Title** | Sex-Based Distinctions in Athletics |
| **Version** | v1 · 7/24/2026 |

# Sex-Based Distinctions in Athletics

## Purpose

The district is committed to serving all students without regard to sex. The district recognizes that a student's sex is irrelevant for the majority of educational decisions and will therefore almost never be the basis of differential treatment.

However, this Policy outlines one of those few situations where sex is relevant and justifies differential treatment. Separate athletic teams on the basis of sex preserve fairness, provide increased opportunities for females, and are safer. Protecting all-female athletic opportunities provides the equal opportunity guaranteed by Title IX of the Education Amendments Act of 1972. As such, the district provides separate interscholastic athletic teams on the basis of sex.

## Authority

Title IX was designed to stop discrimination and create equal athletic opportunities for girls in educational settings. In spite of the fact that sex is a protected class under Title IX such that sex-based distinctions in education should generally be erased, Title IX preserved sex based distinctions for interscholastic athletics, since it was widely recognized that such distinctions were essential for providing competitive opportunities for girls. It is precisely because schools have a significant interest in providing increased competitive opportunities to girls that implementing regulations provide that schools may operate and sponsor separate teams for members of each sex.[1][2]

## Definitions

**Sex** is defined as the biological distinction between male and female based on reproductive biology and genetic make-up. **Sex** and **biological sex** may be used interchangeably.

## Guidelines

It is the policy of this district that athletic teams and sports shall not be segregated on the basis of irrelevant classifications such as race, color, religion, ancestry, national origin, sexual orientation or gender identity.

The Superintendent or designee shall ensure that similar athletic programs are offered to both sexes in proportion to the district's enrollment and shall ensure performance of the legal requirement to "annually submit information to the state regarding interscholastic athletic opportunity and treatment for male and female secondary school students for the preceding school year

Interscholastic or intramural athletic teams or sports that are sponsored by the district shall be expressly designated as one (1) of the following based on sex:

1. "Males," "men," or "boys;"

2. "Females," "women," or "girls;" or

3. "Coed" or "mixed."

Athletic teams or sports designated for "females," "women," or "girls" shall not be open to students of the male sex, and athletic teams or sports designated for "males," "men," or "boys" shall not be open to students of the female sex.

Reasonable Accommodations

The school will provide reasonable accommodations for females to try out for teams designated for males, including but not limited to when:

1. There is no girls' team for that sport during the school year; or

2. The principal or Athletic Director believes that the female's skill level is such that participation on the girls' team would not provide meaningful competition for the girl.

The principal or Athletic Director may allow a reasonable accommodation for a male student to try out for a female team if all of the following are met:

1. The school does not sponsor a boys' team in that sport and the principal or Athletic Director determines that the overall boys' athletic program at the student's school provides significantly fewer opportunities for boys to participate than for girls;

2. The boy would not displace any girl from the team's roster;

3. The boy would likely not, due to his physical size, athletic ability, and/or other characteristics, pose an increased risk of harm to opponents beyond that which would be posed by an average-sized and skilled participating girl; and

4. The boy would not provide his team with a significant competitive advantage. As applicable herein, a **significant competitive advantage** means that the boy's participation would likely cause the team to be noticeably more competitive than it would be without the boy's participation on the team.

In considering whether to permit participation, with regard to factors 3 and 4, above, the principal or Athletic Director shall be guided by the following:

1. Where there is a question as to the risk posed to opponents or to a possible significant competitive advantage to the principal or Athletic Director's team, such questions should be resolved in favor of the health and safety of opponents and in favor of preventing a significant competitive advantage.

2. Due to the increased risk of injury to opponents in direct contact sports (such as field hockey, lacrosse, soccer and volleyball), particular scrutiny should be applied by the principal or Athletic Director to requests in these sports.

3. Due to competitive realities, the scrutiny should be heightened even further when the team in question is a varsity team.

Nothing in this policy shall be construed to:

1. Restrict the eligibility of any student to participate in any athletic team or sports of their sex or designated as "coed" or "mixed;"

2. Restrict the district from designating non-contact intramural teams or sports as co-ed when the district offers intramural sports;

3. Restrict the district from maintaining coed gym classes; or

4. Restrict the district's existing practice permitting student managers, regardless of their sex, to assist any teams based on criteria to be set by the principal or Athletic Director in administrative regulations. Such regulations shall include opportunity for a student team manager, under supervision of the coach, to participate in a limited manner in practices to help the team prepare for competition.

Environment of Respect

Students and adults are expected to be respectful and welcoming to all students regardless of gender identity or any other class, and violations are subject to discipline under existing policies including, but not limited to, the harassment, hazing and bullying policies.[4][5][6][7][8]

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**Footnotes**

[1] 34 CFR 106.41
ecfr.gov
ecfr.gov
Legal Reference
View source

| | |
|---|---|
| **Policy Number** | 253 |
| **Title** | Sex Based Distinctions in Multi-User Facilities |
| **Version** | v1 · 7/30/2026 |

# Sex Based Distinctions in Multi-User Facilities

**Purpose:**

Bentworth School District believes privacy and respect for the rights of all students and staff are essential. The use of school restrooms is included in this right, and multiple options exist for all students and staff. The district is committed to an environment of respect for all students, and this policy provides reasonable accommodations to benefit all students while still protecting each student's bodily privacy.

**Authority:**

The district is regulated by Pennsylvania law, which requires privacy facilities to be used separately by the sexes. Title IX's purpose includes equal educational opportunities for males and females. Its regulations explicitly envision separate locker rooms, showers, and restrooms on the basis of sex. The Bentworth School District is also enacted to meet its obligation to provide opportunity for all students to exercise their right to bodily privacy from members of the opposite sex.

**Definitions:**

Gender identity means an individual's identification with their sex, the opposite-sex, or some aspect of both.

Sex is defined as the biological distinction between male and female based on reproductive biology and genetic make-up. Sex and biological sex may be used interchangeably. When enrolling a child in the school, a parent/guardian will indicate the student's sex, as defined herein, for school records. If requested by district administration, the parent/guardian shall provide the student's original birth certificate that accurately states the student's sex to the Superintendent.

Multi-user facilities mean restrooms, locker rooms, showers, and other privacy facilities that permit multiple people of the same sex into the common space of the privacy facility at the same time and where toilet fixtures are typically separated by stalls. Multi-user facilities shall be labeled "male" and "female." It also includes overnight facilities, such as hotel rooms or bunk houses where multiple people sleep in a common room.

If a student has a gender identity that is different from their sex, a parent/guardian has the option of informing the district of that additional information during registration or anytime thereafter. If requested by the

parent/guardian to serve the student, the district will keep record of such identity and any accompanying accommodation requests in the same manner that the district records notifications and accommodation requests for students based on religion or disability.

Single-user facilities refer to restrooms designed for use by one (1) person at a time with total floor to ceiling walls and doors sufficient for privacy from the opposite sex. They shall have locking mechanisms controlled by the user. Single-user facilities shall be used individually by any person of either sex. Single-user facilities must open up to public areas where members of either sex may traverse, such as a hallway, lobby, or classroom.

**Guidelines:**

A. Equal Use of School Privacy Facilities

1. The district does not separate multi-user privacy facilities on the basis of race, color, religion, ancestry, national origin, sexual orientation, or gender identity.

2. With respect to all multi-user privacy facilities, users shall have full access to facilities that correspond to their sex. With respect to all single-user privacy facilities, such facilities may be used individually by any person of either sex who wishes additional privacy while changing or using the bathroom facilities.

3. In all school buildings in this District; restrooms, locker rooms, and showers that are designated for one sex may only be used by members of that sex. No person shall enter a restroom, locker room, or shower that is designated for the use of the opposite sex.

4. Students are not permitted to change in areas where both sexes are allowed to be present and will be expected to be fully dressed in these locations.

5. This policy is in effect while students are on property that is owned, leased or under the control of the district and while attending or engaged in school-sponsored activities.

Reasonable Accommodations:

1. The district recognizes that many students prefer not to use multi-user facilities. Accordingly, students may use single-user facilities rather than multi-user facilities without permission. No student is required to use only single-user facilities, and all students of one sex may use multi-user facilities consistent with their sex.

2. The building principal may authorize temporary closure of a multi-user facility when a single user facility would not suffice, such as i) to accommodate a disabled student with opposite sex-caretaker, ii) for use as a team room by opposite sex coach/athletic trainers after the team is done changing, iii) to accommodate a student identifying gender as different from their sex before or after others are done changing, or iv) to allow opposite sex maintenance employees to complete a task.

3. Accommodation requests that could undermine others' privacy from members of the opposite sex or that constitute an undue burden on the district, such as a request to access multi-user privacy facilities designated for use by the opposite sex when the opposite sex is present or could be present, shall not be permitted.

B. Environment of Respect

Each student shall be responsible for respecting the privacy of his/her fellow students as well as fostering an environment of respect. As such, the district does not tolerate any misconduct in the forementioned facilities, including but not limited to:

1. Creation of harassing environments as to members of the same sex in multi-user privacy facilities, including leering at or recording members of the same sex, assaulting, impeding or blocking movements, verbal abuse of a sexual nature, or graphic verbal commentaries about an individual's body;

2. Entering multi-user privacy facilities of the opposite sex since the presence of the opposite sex in such settings while in use creates a sexually harassing environment;

3. Hazing or bullying for any reason whatsoever, including bullying in privacy facilities based on a student's dress or grooming choices that may depart from those that are stereotypical for that person's sex; or

4. Using photography or recording devices to photograph or record video or audio. Such devices with recording capabilities are not to be used in any restroom, locker room, changing area or nurses area. The district expects students and parents/guardians who become aware of an act which violates this policy to report it to the building principal for further investigation. Any violation is subject to discipline under both this policy and any other applicable policy including, but not limited to, the Unlawful Harassment and Bullying policies. Any student who retaliates against another person for reporting violations of this policy shall be subject to disciplinary action.

Each staff member shall be responsible for maintaining an educational environment that respects all students. Staff members who become aware of students violating the bodily privacy of or otherwise sexually harassing other students or bullying students shall immediately intervene. Additionally, staff members shall report the conduct to the building principal for further investigation. This investigation may include: interviews with students, parents/guardians, and school staff, review of school records, and any other appropriate means of investigation. In addition to the disciplinary action referenced above, a student who violates this policy shall be subject to disciplinary action consistent with the Code of Student Conduct.

D. District Personnel

1. Privacy facilities for one sex will be supervised as needed by a District staff member of the same sex. Such alignment of supervisors and users (most of whom are legal minors) also protects District staff who supervise privacy facilities from observing opposite-sex students in a state of undress, and those students from being observed by opposite-sex adults. This concern is consistent with District policy requiring any bodily searches to be done by a person of the same sex.

2. No person shall enter a multi-user restroom, locker room, or shower that is designated for the use of the opposite sex except: i) to render emergency medical assistance; ii) during a natural disaster; or iii) when necessary to prevent a serious threat to good order or student safety.

3. In order to protect the health, safety, security and welfare of the school population, the district shall maintain master keys to all lockable facilities. The district shall have the right to access any single-user lockable facility, including one currently in use, where building administrators have a reasonable basis to believe that an individual's use of such facility poses an imminent threat to the health, safety, security or welfare of him/herself or others.

# DAIKIN MAINTENANCE AGREEMENT QUOTE



## Bentworth School District
## 2026-2028 Maintenance Agreement

Bentworth School District
75 Bearcat Dr.
Bentleyville, PA, United States 15314

Quote #: Q-101601

### Prepared for:
Ken Gorby

Bentworth School District
Quote Document Date: 01/28/26

### Prepared by:

Lou Liguore
Sr.Account Manager
Phone: (412) 588-3991
E-mail: louis.liguore@daikinapplied.com
Daikin Applied Americas, Inc.

## Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Maintenance Agreement Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Daikin Applied proposes to provide HVAC Preventative Maintenance and Service to the Bentworth School District under the terms outlined below.

**Scope of Services**
Daikin Applied will perform HVAC preventative maintenance and service for Bentworth School District facilities. Services will be conducted once per week, every Wednesday, for a total of fifty (50) weeks per contract year.

**Scheduling and Labor**
All HVAC services will be performed during normal Wednesday working hours. Labor associated with the scheduled weekly services will be included and covered during that time.

**Direction and Oversight**
All HVAC services and preventative maintenance activities will be directed and coordinated by the Bentworth School District Director of Facilities.

**Repairs and Additional Services**
If repair issues cannot be fully resolved by Daikin Applied within the standard eight (8) hour service day, the remaining repairs will be completed on a time and materials (T&M) basis, subject to approval and direction by the Director of Facilities.
Any HVAC services required outside of the scheduled weekly service will be billed separately.

**Inspections and Reporting**
Daikin Applied will perform all equipment inspections in accordance with manufacturer recommendations. A review of services performed will be completed, and any uncorrected deficiencies will be documented and reported to the Director of Facilities.

**Materials and Filters**
Major maintenance materials, including filters, will be supplied and covered by the Bentworth School District.

Daikin Applied looks forward to supporting the reliable operation and longevity of Bentworth School District's HVAC systems through this preventative maintenance program.


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## Program Overview

The Owner is requesting a planned maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize unscheduled down-time by detecting deficiencies early. Scheduled factory recommended maintenance will help promote efficient operation and maximum equipment life. Repairs by trained technicians help keep the equipment operating to specification guidelines.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends Owner participation to help the Owner technicians learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

## Duration:

This agreement shall remain in effect for an initial term of 1 year beginning on July 01, 2026 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Payment will be In Advance as follows: on the first day of each Month beginning on July 01, 2026 (the Effective Date) of this agreement.

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions, unless the parties have in place a current, fully executed Master Agreement, in which case this Agreement is subject to the provisions of such Master Agreement.

## Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

## Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

## Standard Inclusions:

The agreement includes travel to and from the site, planned maintenance materials, and any trips to supply depots to procure materials. The Owner will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the planned maintenance activities section.


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## Standard Exclusions:

- All work to be performed during 'normal working hours'
- Any and all recommended/required repairs to be quoted separately
- Asbestos identification, abatement, and pipe insulation are not included
- Chemical (acid) cleaning of tubes, if required, is not included
- Vibration analysis testing is not included
- Refrigerant is not included
- Filters are not included
- Belts are not included

## Equipment Schedule & Coverage

**Emergency Coverage:** Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis, unless otherwise noted within the Equipment Schedule or Tasking herein.


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## Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

**Investment Amount and Billing Terms:**
Investment required to implement the proposed solution

$53,000.00 (Fifty Three Thousand, dollars and Zero cents)
***Price does not include applicable sales tax***
Pricing and acceptance are based upon the Terms and Conditions which are attached.

**Billing/Payment Terms*:** Billed in full upon completion
*All billings are due immediately upon Receipt

Contract customers receive the following discounts on time and material not covered under this contract:
**Labor:** 10% Off Street Rate
**Parts & Materials:** 10% off Daikin Materials

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Ken Gorby
Bentworth School District
150 Bearcat Dr
Bentleyville, PA 15314

Daikin Applied Americas Inc.
13600 Industrial Park Blvd
Minneapolis, MN 55441

**Accepted by:**

(Print Full Legal Name of Customer)

(Signature)

(Title)

Date:

**Approved by:**

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Title)

Date:

**Note: This Agreement is subject to final credit approval by Daikin Applied.**


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## Inspection Program Responsibilities

1. **Daikin Applied agrees to:**

a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.

b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.

c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

2. **Customer agrees to:**

a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.

b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.

c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.

d) Provide reasonable means of access to the Equipment and building.

e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.

3. **It is understood that,** except to the extent otherwise provided in the Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:

a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.

b) The maintenance of space conditions or system performance.

c) The changing or cleaning of air filters.

d) Piping or ductwork.

e) Damage due to freezing weather.

f) Water treatment.

g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)

h) Disconnect switches, fuses and circuit breakers.

i) Portable recorders

j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).

k) Boiler shell, tubes, and refractory material.

l) Replacement of complete unit.

m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.


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## Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk * indicates the specific task will be performed only if applicable to the specific piece of equipment.


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# DAIKIN APPLIED AMERICAS INC.
# TERMS & CONDITIONS OF SALE (US & CANADA)

**1. Agreement of Sale:** The term "Company" as used herein shall mean Daikin Applied Americas Inc. dba Daikin Applied. Company's Proposal to provide equipment, parts, or services, which includes specifications to perform services including planned maintenance services (also referred to as a "Maintenance Agreement"), is Company's offer to sell such equipment, parts or services as indicated, including without limitation those products sold under the brand name Daikin, only under the terms and conditions stated herein. Customer's submittal of any purchase documents, execution of this offer, or allowing Company to commence work contemplated by the proposal, shall be deemed Customer's acceptance of this offer, forming an agreement of the parties relating to Company's sale to Customer of such equipment, parts, and/or services in accordance with the provisions described herein (the "Agreement"). Any additional or differing terms and conditions contained in any documents prepared or submitted by Customer (regardless of whether such terms materially alter this offer) are hereby rejected by Company and shall not become part of this Agreement between Customer and Company unless expressly consented to in writing by an authorized representative of Company.

**2. Prices:** For materials, equipment and services under this Agreement that are not part of a Maintenance Agreement, prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices or increases in labor or material costs. For services under this Agreement that are part of a Maintenance Agreement, quoted prices are subject to acceptance by Customer within thirty (30) days of the date of the proposal, or can be adjusted by Company, and are subject to adjustment once each calendar year thereafter, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in a Maintenance Agreement, Company will provide Customer forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the notice of adjustment or Maintenance Agreement.

**3. Payment:** Terms of payment are subject to prior approval of the Company's credit department. Terms of payment for equipment are net thirty (30) days from date of invoice, unless otherwise agreed upon in writing by Company. Terms of payment for services are due upon receipt of invoice, unless otherwise agreed upon in writing by Company. If at any time the financial condition of Customer or any other circumstance affecting the credit decision relating to Customer does not, in Company's opinion, justify continuance of production or shipment of products or performance of services on the terms of payment specified, Company may require full or partial payment in advance, or may, in its sole discretion, stop or delay production or shipment of products or performance of services, or terminate this Agreement. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law. Customer shall have no rights of set off against any amounts that become payable to Company under this Agreement or otherwise.

**4. Taxes:** The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Customer unless Customer has provided to Company valid exemption documentation. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Company and Customer, excluding business income or franchise taxes imposed on Company, shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Company is required to pay any such tax, fee or charge, the Customer shall reimburse Company therefor.

**5. Cancellations:** Equipment is specially manufactured in response to orders. Accepted orders cannot be cancelled without Company's written consent. If Customer cancels any order without Company's consent, Customer shall, promptly upon demand by Company: (a) reimburse Company for any and all expenses (including overhead) incurred in processing the order, (b) paid Company a reasonable profit, in Company's discretion, and (c) indemnify Company for any and all loss incurred by Company as a result of Customer's cancellation of the order.

**6. Shipments and Shipping:**

6.1. All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low-cost common carrier. Charges for special carrier services requested by Customer shall be paid by Customer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Customer of its obligation to accept remaining deliveries.

6.2. Notwithstanding the dates on any Company acknowledgments or confirmations of shipping, shipment dates are only estimates. For clarity, this Agreement is not a contract obligating Company to ship product or perform services at a specified time, unless set forth in a separate writing signed by an officer of Company.

**7. Acceptance:** Customer will inspect the products set forth in Company's proposal within five (5) business days of the date the products are delivered to Customer ("Inspection Period"). Acceptance shall be deemed to have occurred at the end of the Inspection Period, unless Customer notifies Company in writing of any nonconforming products and furnishes Company with written evidence, or other documentation required by Company, identifying the nonconformities. If Customer timely and properly notifies Company of any nonconforming products, then Company will replace such nonconforming products with conforming products. Acceptance also occurs if Customer waives its right of inspection, uses the of equipment, or makes any payment toward the invoice for the products.

**8. Claims:** Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and, regardless of shipping terms or freight payment, Customer shall bear all risk of loss or damage for goods in transit. All claims for shortage or damage in transit must be filed by Customer against the carrier, and not Company, in accordance with Company's then current policies and procedures. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.


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**9. Returns:** Goods may not be returned unless Customer obtains the advance written permission of an authorized Company official. All authorized returned goods must be shipped prepaid to the location designated by the authorization. Customer shall pay all handling and transportation charges relating to such returned goods.

**10. Limited Warranty:** Subject to the provisions of Sections 11 and 12, Company provides the following limited warranties as the sole warranties and remedies for equipment, services and software provided by Company under this Agreement.

10.1. Company warrants that it will, at its option, repair or replace defective parts in the event any product (excluding software and firmware) manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Authorized replacement parts are warranted for the remainder of the original warranty period. All shipments of such parts will be made F.O.B. factory, freight prepaid and allowed. Company reserves the right to select carrier and method of shipment. In addition, Company provides labor to repair or replace warranty parts during Company normal working hours on products with rotary screw compressors or centrifugal compressors. Warranty labor is not provided for any other products.

10.2. Company warrants that services furnished by Company pursuant to the Agreement are guaranteed to meet industry standards for a period of thirty (30) days from the date of performance. Company expressly limits this warranty to cover only that portion of Customer's equipment on which Company performed the services set forth in the Agreement. If Company's services do not conform to the foregoing warranty, Company will, at its expense, reperform the services.

10.3. For parts and equipment furnished by Daikin Applied but manufactured by others ("Third-Party Equipment"), Daikin Applied will pass through to Customer the manufacturer's warranty for all Third-Party Equipment as Customer's sole warranty and remedy for such Third-Party Equipment.

10.4. EXCEPT TO THE EXTENT SOFTWARE AND FIRMWARE IS WARRANTED IN ACCORDANCE WITH SECTION 10.3, ALL SOFTWARE AND FIRMWARE PROVIDED IN OR WITH THE PRODUCTS IS PROVIDED "AS IS."

10.5. THE FOREGOING WARRANTIES CONSTITUTE THE SOLE WARRANTIES MADE BY COMPANY AND INCLUDE CUSTOMER'S SOLE REMEDIES FOR WARRANTY CLAIMS. COMPANY DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE OR FIRMWARE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT OR MALFUNCTION IN THE SOFTWARE IS CORRECTABLE. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.

**11. Warranty Exclusions and Requirements:**

11.1. Company's warranties set forth in Section 10 shall not apply to any products or parts, or as applicable, services: (a) that have been opened, disassembled, or repaired, or altered or performed, in each case by anyone other than Company or its authorized service representative; (b) that have been subjected to misuse, abuse, negligence, accidents, damage, or abnormal use or service; (c) that have not been properly maintained; (d) that have been operated or installed, or have had startup performed, in each case in a manner contrary to Company's printed instructions; (e) that have been exposed, directly or indirectly, to a corrosive atmosphere or material such as, but not limited to, chlorine, fluorine, fertilizers, waste water, urine, rust, salt, sulfur, ozone, or other chemicals, contaminants, minerals, or corrosive agents; (f) that were manufactured or furnished by others and/or are not an integral part of a product manufactured by Company; or (g) for which Company has not been paid in full.

11.2. The warranties set forth in Section 10 shall not apply to products with rotary screw compressors or centrifugal compressors if such products have not been started, or if such startup has not been performed, by a Company or Company authorized service representative.

11.3. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty.

11.4. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

11.5. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PARTS ORDERED BY CUSTOMER MEET THE DESIGN AND SPECIFICATION REQUIREMENTS OF ANY PROJECT. To that end, Customer accepts full and sole responsibility to determine what parts ordered are needed for a project.

11.6. If free warranty labor is available under Section 10, such free labor does not include diagnostic visits, inspections, travel time and related expenses, or unusual access time or costs required by product location.

11.7. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of the express warranties in this Agreement, or to state that the performance of any product is other than is published by Company.

11.8. The warranties in Section 10 and any optional extended warranties are granted only to the original user.

11.9. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup. If Company does not timely receive such Registration Form, the startup date and ship date will be deemed the same for determining the commencement of the warranty period and the warranty shall expire twelve (12) months from that date.

**12. Remedies and Limitation on Liability:**

12.1. Customer's remedies with respect to the products and services sold hereunder shall be limited to the warranties provided in section 10 and shall not exceed the lesser of: (a) the cost of repairing or replacing defective products; and (b) the original purchase price actually paid for the products or services.

12.2. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES, INCLUDING, WITHOUT LIMITATION ANY DAMAGES THAT ARISE OUT OF OR IN ANY WAY RELATE TO COMPANY'S PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER THE THEORY FOR RECOVERY IS BASED IN LAW OR IN EQUITY, OR IS UNDER ANY LEGAL THEORY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR WARRANTY, INFRINGEMENT, NEGLIGENCE, OR STRICT LIABILITY, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN. THE TERM "CONSEQUENTIAL DAMAGES" INCLUDES, WITHOUT LIMITATION, THOSE DAMAGES ARISING FROM BUSINESS INTERRUPTION OR ECONOMIC LOSS, SUCH AS LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION, USE, REVENUE, REPUTATION, DATA OR

CROPS. IN NO EVENT WILL COMPANY'S LIABILITY UNDER THIS AGREEMENT, IN THE AGGREGATE, ARISING FROM ANY CAUSE WHATSOEVER EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

**13. Intellectual Property Indemnification:** Company will, at its own expense, defend any suits that may be instituted by anyone against Customer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this Agreement relating to any products or replacement parts sold hereunder that are manufactured by Company; *provided that* Customer has: (i) made all payments then due hereunder; (ii) given Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Customer; and (iii) permitted Company, either in the name of Customer or the name of Company, to defend the same and given Company all needed information, assistance and authority to enable it to do so. If the products alleged in such suit held by a court of competent jurisdiction to have, in and of themselves, infringed any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

**14. System Security:** Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect Customer's computer network, systems, machines, and data (collectively, "Systems") against Cyber Threats, including those Systems on which Customer runs the products or uses the services provided by Company. "Cyber Threat(s)" means any circumstances or events with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, whether through malware, hacking, or similar attacks.

**15. Force Majeure:** Company shall not be liable for any damage as a result of any failure to perform or for delay in performance due to any cause beyond Company's reasonable control, including without limitation, any acts of God, including flood, earthquake, tornado, storm, fire, or epidemics or pandemics; acts of terrorism, war or public enemy, civil disobedience, riots, sabotage, or labor disputes; labor or material shortages or delays, delays in transportation, or inability to access or obtain manufacturing facilities; restraint by court order or public authority (whether valid or invalid); or acts of Customer (a "Force Majeure Event"). In the event of a Force Majeure cause or event, the time for the affected party's performance will be extended for a period of time reasonably necessary to overcome the delay caused by such Force Majeure cause or event. If the materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Company, Company shall be excused from furnishing said materials or equipment and shall be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.

**16. Choice of Law and Disputes:**

16.1. This Agreement shall be governed by and construed according to the laws of the State of Minnesota, without regard to conflicts of law.

16.2. All claims, disputes, controversies and alleged breaches arising out of or relating to the Agreement shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except that Company, at its sole option, may elect at any time before it has filed an arbitration demand or answering statement to litigate in court in lieu of arbitration. Any such arbitration shall be held in Minneapolis, Minnesota, unless another site is mutually agreed upon by the parties. Arbitration discovery shall be allowed in accordance with the Federal Rules of Civil Procedure; *provided, however*, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA. Any arbitration award may be entered as a judgment in any state or federal court having jurisdiction.

**17. General Provisions:**

17.1. This Agreement is binding upon and shall inure to the benefit of each party's respective successors, assigns and affiliates.

17.2. The headings in this Agreement are used as a matter of convenience and shall not be construed to in no way define, limit or describe the scope or intent of any provision of this Agreement.

17.3. A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of such party's rights under any other provision. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by an authorized official of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Customer's purchase order or any other documents, the Company does not accept any order subject to project design and specifications.

17.4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

17.5. If any provision of this Agreement is found for any reason to be invalid or unenforceable, such provision shall be deemed deleted and replaced by an enforceable provision which, insofar as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

**18. Additional Provisions Relating to Company's Provision of Services:**

18.1. If during the first thirty (30) days of any Maintenance Agreement or upon a seasonal start-up under a Maintenance Agreement, Company determines that any equipment covered under this Agreement in need of repair and/or replacement, Company shall inform Customer of the equipment condition and the recommended remedy. Thereafter, Company shall not be responsible for the present or future repair and/or replacement or operability of any such specifically identified equipment until such equipment is brought by Customer to an acceptable condition, or the Customer removes the unacceptable equipment from such Maintenance Agreement.

18.2. Any and all costs, fees and expenses arising from or incurred, directly or indirectly, in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulation(s)") requiring use of a refrigerant, other than the type of refrigerant currently being utilized in connection with Customer's equipment on which Company is providing services under this


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Agreement, shall be borne solely by Customer and Company shall not be required to bear any such costs, fees or expenses incurred or required in connection with the modification, removal, replacement or disposal of any refrigerant made in response to any Governmental Regulation.

18.3. The contract price stated in this Agreement is predicated on the fact that all work will be done during Company's regular working hours unless otherwise specified. If for any reason Customer requests that such work be performed other than during regular working hours, or requests work that is outside the scope of services specified hereunder, Customer agrees to pay Company any additional charges arising from such additional services, including, without limitation, premium pay, special freight or other fees or costs associated therewith. Company may, in its sole discretion, reserves the right to engage others in a subcontractor status to perform the work hereunder.

18.4. Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, and hold harmless Company and its officers, directors, agents, and employees (collectively "Indemnified Parties") for, from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such Indemnified Parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Company shall have the right to suspend its work, at no penalty to Company, until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price shall be equitably adjusted.

18.5. Customer shall provide Company personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless specifically stated in the quote. Further, Customer shall ensure that sufficient service access space is provided. Company shall not be held liable for failure of or damage to any Customer equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Company.

18.6. Company is not responsible for: (a) the design of Customer's system (unless specifically included in Company's proposal), (b) obsolescence, electrical power failures, low voltage, the burned-out of main or branch fuses, low water pressure, vandalism, or misuse or abuse of Customer's system by others (including the Customer), (c) negligence of the operation of the system by Customer or others, or (d) other causes beyond the control of Company. If Company is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the system or the equipment covered hereby, or by any cause beyond Company's control, Customer shall pay Company for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Company rates for performing such services.

18.7. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date of the Agreement; *provided however*, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Company upon five (5) days prior written notice to Customer, in the event that: (x) any sums or monies due or payable pursuant to this Agreement are not paid when due, or (y) any additions, alterations, repairs or adjustments are made to the system or equipment without Company's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Company, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less.

**19. Additional Provisions Relating to Sales in Canada:** The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.


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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/27/2025

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<br>MARSH USA LLC<br>400 West Market Street, Suite 700<br>Louisville, KY 40202<br>Attn: Louisville.certrequest@marsh.com<br><br>CN101863513-GAWA-4/1-25-26 | CONTACT NAME: GeeAnn Mizzi<br>PHONE (A/C, No, Ext): 866-966-4564 FAX (A/C, No): 212-943-0604<br>E-MAIL ADDRESS: Louisville.CertRequest@marsh.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Mitsui Sumitomo Insurance USA Inc. | 22551 |
| INSURED<br>Daikin Applied Americas Inc.<br>dba Daikin Applied<br>13600 Industrial Park Boulevard<br>Minneapolis, MN 55441 | INSURER B : Sentry Casualty Company | 28460 |
| | INSURER C : N/A | N/A |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: CLE-005555990-17 REVISION NUMBER: 6

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 | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC<br>OTHER: | | | GL 2122557<br>(subject to self-insured retention for various perils covered) | 04/01/2025 | 04/01/2026 | EACH OCCURRENCE | $ | 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | 1,000,000 |
| | | | | | | | 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 |
| | | | | | | | | $ | |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO | | | BVRS406442 (AOS) | 04/01/2025 | 04/01/2026 | COMBINED SINGLE LIMIT (Ea accident) | $ | 2,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ | |
| A | X OWNED AUTOS ONLY<br>X HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS ONLY | | | BVMS803074 (MA) | 04/01/2025 | 04/01/2026 | BODILY INJURY (Per accident) | $ | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | UMBS700287<br>(subject to self-insured retention for various perils covered) | 04/01/2025 | 04/01/2026 | EACH OCCURRENCE | $ | 5,000,000 |
| | | | | | | | AGGREGATE | $ | 5,000,000 |
| | | | | | | | | $ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N X<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 90-20216-002 | 04/01/2025 | 04/01/2026 | X PER STATUTE 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 |
| | | | | | | | | | |

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

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| Daikin Applied Americas Inc.<br>dba Daikin Applied<br>13600 Industrial Park Boulevard<br>Minneapolis, MN 55441 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>of Marsh USA LLC |

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