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Derry Township School District Board of Directors Meeting August 22, 2022 Summary Minutes - III

1. OPENING ITEMS

1.a. Call to Order

Minutes

The meeting was called to order by Ms. Drew at 7:02 p.m. The meeting was conducted both in-person and virtually.

1.b. Roll Call

Minutes

Members in Attendance: Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Mike Rizzo, Ericka Schmidt, Kathy Sicher, and Terry Singer

Members Absent: Robert Bennett

Non-Voting members in Attendance: Michele Agee and Stacy Winslow

Solicitor: Dave Walker

Staff/Public in Attendance In-Person: Phil Ayala, Andy Billingsley, Janis Creason, Michael Davies, Sarah Karpel, Lawrence Lenovich, John Miller, Vincent Paese, Sheryl Pursel, Jason Reifsnyder, Aaron Shuman, and Walter Zdazinsky

Staff/Public in Attendance Virtually: Lisa Balanda, Mark Balanda, Jordan Bartal, Caryn Bennett, Catherine Burys, Timothy Cotter, Lisa Dalto, Michelle Davies, Alexandria DeCicco, Julie DeDonatis, Kat English, Anna Gawel, Timothy Golden, Scott Harman, Colby Hollinger, Melissa Kaminski, Missy Kunder, Kim Oconnell, Jennifer Renz, Archana Sehgal, Todd Shaffer, Angie Shipper, Melissa Shultz, Jaime Smith, May Smith, Sarah Smith, Tim (Carol) Smith, Marty Stabley, Heidi Stine, Debbie Wallace

Press in Attendance: Olivia Lewis

1.c. Flag Salute

1.d. Approval of Board of Directors Agenda

Approval of the Derry Township School District Board of Directors Agenda.

Minutes

Following a motion by Mrs. Memmi and a second by Mr. Rizzo the board agenda for this evening's meeting was approved.

Vote Results

Yea: 8 Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 1 Robert Bennett

2. INFORMATIONAL AND PROPOSALS

2.a. Presentation - County Tax Services

Minutes

Janis Creason, Dauphin County Treasurer, and Vince Paese, Deputy Treasurer, spoke regarding the County Tax Collection Services.

2.b. President Communications

Minutes

Ms. Drew announced the Board met in Executive Session prior to tonight's meeting to discuss the following:

- Informational Items

The Board also met for an informational Board Retreat on Wednesday August 17, 2022 from 5:30 - 7:00 p.m.

2.c. Recognition of Citizens (Agenda Items)

This is an opportunity for residents and taxpayers to address the Board on matters related to the agenda. Citizens wishing to speak should come to the microphone or raise their virtual hand. If attending virtually, you must have registered individually with your first and last name to be recognized. Once recognized or un-muted, please state your full name and address for the record. This is a reminder that public comment is not a forum for personal attacks, antagonistic behavior, or harassment. Please be advised that you are accountable for any legal ramifications and liability that results from statements that misrepresent the truth, defame individuals, or disclose personal information that is not of public concern.

To provide other residents with an opportunity to speak, each speaker during the public comment portion is limited to five (5) minutes of speaking time once recognized and limited to one opportunity to address the Board during each of the public comment periods. If necessary, the Board may set a maximum time for the public comment portion of any meeting.

Minutes

The following citizens were recognized by the board:

- John Miller spoke to the Capital Plan and the Granada Building

2.d. Standing Committee Meeting Report

Minutes

Mr. Rizzo gave a report on the General Services Meeting that met prior to this evening's meeting and discussed the following:

- Progression of parking lot projects
- Capital Plan Review
- Dehumidification Project at the middle school is complete
- Elementary Building Assessment Update
- Follow up Assessment in November
- Granada Building repointing assessment up for approval on the September 12th School Board Meeting Agenda

Mrs. Sicher gave a report on the Finance Meeting that met prior to this evening's meeting and discussed the following:

- Update from Fulton Financial on the Milton Hershey Trust Fund
- Food Services update with details of history
- Review of General Fund Expenses and Revenue
- Due to unknown funds coming from the state budget approval, possibility of bringing back positions that were vacated and not filled during the past couple of COVID years

2.e. Anticipated Agenda Items for the Next Board of Directors Meeting

The following items will be on the Agenda for the next Public Board of Directors Meeting:

1. Approval of August 22, 2022 Board of Directors Summary Minutes
2. Approval of textbooks
3. Student Club Name Change
4. Student Club approval of handling funds
5. Americhem Agreements
- 6 Powerschool Group LLC
7. Zoom Video Communications Inc. Agreement
8. Tax Collector Agreement
9. Software Usage Agreement
10. Approval to issue Request for Proposal for Local Service Tax and Occupation Tax Collection

3. UNFINISHED BUSINESS

4. CONSENT AGENDA ITEMS

The consent agenda contains routinely adopted items and items that normally do not require public deliberations on the part of the Board. A Board Member may pull items which will then be discussed and voted on separately.

Minutes

Following a motion by Mrs. Memmi and a second by Mrs. Sicher the Consent Agenda items were approved.

Vote Results

Yea: 8 Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 1 Robert Bennett

4.a. Approval of Summary Board of Directors Meeting Minutes

4.b. Request for the Use of School Facilities

The Administration recommends the approval of the following Requests for the Use of School Facilities. This approval is contingent upon Government regulations/restrictions regarding gatherings/meetings at the time of the event as a result of COVID-19:

Group: **Girls on the Run**

Date/Time: Mondays & Wednesdays, 3:45-5:15, September 12-November 17, 2022

Requested Facility: Cinder Track, Elementary Lobby & Hallways (during inclement weather only)

Event: **Running Program Designed for Girls Grades 3-5**

Fee: None

Group: **Leader Center for Active Life**

Date/Time: Tuesday & Fridays, 9:00a.m. - 12:00 p.m., September 2 - December 30, 2022

Requested Facility: Granada Gym

Event: **Pickleball**

Fee: None

4.c. Berkshire Systems Group Inc.

The Administration recommends the Board ratify the Professional Services Agreement to allow for Berkshire Systems Group, Inc. (BSGI) to perform Fire Alarm System Testing and Inspections at the administration building, maintenance building, and the Elementary buildings at a cost of \$2,295.

4.d. DCTS Child Nutrition Programs 2022-23

The Administration recommends the Board approve the agreement for participation in Child Nutrition Programs Between School Districts, Area Vo-Techs and Intermediate Units to provide students with meals in accordance with the national school meal programs.

4.e. DocuSign Renewal 2022-23

The Administration recommends the Board approve the agreement with DocuSign, Inc. to obtain electronic signatures on various agreements in the amount of \$11,549.45 for the term July 1, 2022 through June 30, 2023.

4.f. Food Safety Solutions Agreement

The Administration recommends the Board approve the agreement with Food Safety Solutions, Inc. to provide a complete and sustainable food safety and sanitation system in the amount of \$11,820.60 annually for the term July 1, 2022 through June 30, 2025.

4.g. Hershey Termite Commercial Pest Management Agreement - District

The Administration recommends the Board approve the renewal maintenance agreement with Hershey Termite & Pest Control to provide monthly pest management services for all district buildings for the 22-23 school year for a cost of \$9,030.

4.h. Hershey Termite Commercial Pest Management Agreement - Granada

The Administration recommends the Board approve the renewal maintenance agreement with Hershey Termite & Pest Control to provide monthly pest management services for the Granada building for the 22-23 school year for a cost of \$1015.20.

4.i. Higher Information Group Renewal

The Administration recommends the Board approve the agreement with Higher Information Group for PaperCut to manage the district printing system in the amount of \$4,238.08 for the term July 1, 2022 through June 30, 2023

4.j. JKM Training Inc. Contract

The Administration recommends the Board approve the contract with JKM Training Inc to provide Safe Crisis Management Instructor Recertification Training on October 21, 2022

4.k. Johnson Controls Agreements

The Administration recommends the Board ratify the Professional Services Agreements to allow for Johnson Controls Fire Protection LP to perform Fire Alarm System Testing and Inspections at the following buildings for a total cost of \$15,506.

HHS	Fire Alarm Inspection & Monitoring	7,106
ECC	Fire Alarm Inspection & Monitoring	4,750
HMS	Alarm Monitoring	1,650
DO/Admin	Alarm Monitoring	1,000
Elem	Alarm Monitoring	1,000
		\$15,506

4.l. Precision Fire Protection, Inc. Agreement

The Administration recommends the Board approve the renewal maintenance agreement with Precision Fire Protection, Inc. to provide quarterly inspections of sprinklers and fire pumps in all district buildings for the 22-23 school year for a cost of \$4,825.

4.m. PSX, Inc. (Access) Agreement

The Administration recommends the Board approve the agreement with PSX, Inc. to provide Access Control licenses and software support with PSX and the vendor S2 for the term July 1, 2022 through June 30, 2023 for a cost of \$8,700.

4.n. PSX, Inc. (Video) Agreement

The Administration recommends the Board approve the agreement with PSX, Inc. to provide Standard S2 Video licenses and software support with PSX and the vendor S2 for the term July 1, 2022 through

June 30, 2023. There will be no cost to the District for the school year 2022-2023.

4.o. Renaissance Learning (Star Math) Agreement

The Administration recommends the Board approve the agreement with Renaissance Learning to use Star Math as a K-5 diagnostic benchmark assessment for math for a cost of \$8,880 for the term July 1, 2022 through June 30, 2023.

4.p. R.L. Clarke Enterprises, Inc. Agreement

The Administration recommends the Board approve the renewal maintenance agreement with R.L. Clarke Enterprise, Inc. to provide monthly water treatment services for all district buildings for the 22-23 school year for a cost of \$9,981.20.

4.q. Second Life Mac Agreement

The Administration recommends the Board approve the agreement with Second Life Mac to allow the technology department to sell old iPad 5th Gen and mini devices.

4.r. The Computer Barn Inc. Agreement

The Administration recommends the Board approve the agreement with The Computer Barn to allow the technology department to recycle district devices.

4.s. World of Learning Institute Agreement

The Administration recommends the Board approve the agreement with The World of Learning Institute (WOL) to provide Hershey School District students with instruction in French, German, Japanese, Latin, Spanish and other languages as needed, in an online format for a cost of \$600/enrollment/semester for the 2022-2023 school year.

5. NEW BUSINESS

5.a. Approval of Depositories for 2022-20223

The Administration recommends the Board approve the following depositories for the 2022-2023 school year:

First National Bank
Wilmington Trust
WSFS
Fulton Financial

Minutes

Following a motion by Mrs. Sicher and a second by Mrs. Memmi the depositories for 2022-23 were approved.

Vote Results

Yea: 8 Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 1 Robert Bennett

5.b. 2022-23 Capital Plan Approval

The Administration recommends the Board approve the 2022-2023 Capital Plan.

Minutes

Following a motion by Mrs. Memmi and a second by Mrs. Sicher the 2022-2023 Capital Plan Approval was approved.

Vote Results

Yea: 8 Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 1 Robert Bennett

5.c. Harrisburg Area Community College/Hershey High School Dual Enrollment Memorandum of Understanding

The Administration recommends the approval of the Memorandum of Understanding with Harrisburg Area Community College to offer dual enrollment course options through the Community College.

Minutes

Following a motion by Dr. Cronin and a second by Mrs. Memmi the Memorandum of Understanding with Harrisburg Area Community College to offer dual enrollment course options through the community college was approved. Mrs. Sicher abstained from this vote due to HACC being her employer.

Vote Results

Yea: 7 Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Terry Singer
Nay: 0
Abstain: 1 Kathy Sicher
Not Cast: 1 Robert Bennett

5.d. Approval of Contract of Services - PA Educator

The Administration recommends the Board approve the Contract of Services for PA Educator in the amount of \$2,375.00 for the 2022-23 school year.

Minutes

Following a motion by Mrs. Memmi and a second by Dr. Cronin the PA Educator Contract of Services was approved.

Vote Results

Yea: 8 Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 1 Robert Bennett

5.e. CAIU Preschool Classroom Agreement 2022-23

The Administration recommends the approval of the CAIU Preschool Classroom Agreement 2022-23.

Minutes

Following a motion by Mrs. Memmi and a second by Mr. Rizzo the CAIU Classroom Agreement for 2022-23 was approved.

Vote Results

Yea: 8 Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 1 Robert Bennett

5.f. Approval of School Physician of Record

The Administration recommends the approval of the agreement with Pinnacle Health Medical Services and Dr. Denise Dhawan to serve as the school district's Physician of Record for the 2022-2023 school year.

Minutes

Following a motion by Dr. Cronin and a second by Mrs. Memmi the Physician of Record between Derry Township School District, Dr. Denise Dhawan and UPMC for the 2022-2023 school year, was approved.

Vote Results

Yea: 8 Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
Nay: 0

Abstain: 0

Not Cast: 1 Robert Bennett

5.g. Acceptance of Gift - Positive Coaching Alliance Partnership Check

The Administration recommends accepting the follow gift:

<i>Donated by:</i>	Joy of Sports
<i>Item:</i>	Check
<i>Value:</i>	\$3,400

Minutes

Following a motion by Mrs. Sicher and a second by Mrs. Memmi the Joy of Sports gift of a \$3400.00 check was accepted.

Vote Results

Yea: 8 Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer

Nay: 0

Abstain: 0

Not Cast: 1 Robert Bennett

5.h. Personnel - Resignations

The Administration recommends the approval of the following resignations:

Act 93:

Kurtz, Debra

Accounts Payable/Purchasing Assistant

Reason: Retirement

Revised Effective: 09/16/2022

Professional:

Lentine, Jennifer

Kindergarten Teacher

Early Childhood Center

Reason: Personal

Effective: no later than 10/07/2022

Mohr, Taylor

Grade 2 Teacher/Kindergarten Teacher

Primary Elementary School/Early Childhood Center

Long-Term Substitute

Reason: Personal
Effective: 08/09/2022 (retroactive)

Smith, Mindy
Instructional Coach - Mathematics
Primary Elementary
Reason: Personal
Effective: no later than 10/14/2022

Classified:

Hall, Kaitlyn
Paraprofessional
Primary Elementary
Reason: Personal
Effective: 08/26/2022

Taddeo, Kaitlyn
Cafeteria/Recess Aide
Primary Elementary School
Reason: Personal
Effective: 08/04/2022 (retroactive)

Ural, Songul
Food Service Worker
High School
Reason: Personal
Effective: 08/09/2022 (retroactive)

Limited Service Contract:

Heberling, Adam
Assistant Coach - H.S. - Soccer - Girls
Reason: Personal
Effective: 08/11/2022 (retroactive)

Minutes

Following a motion by Mrs. Memmi and a second by Dr. Koch the Personnel Resignations were approved.

Vote Results

Yea: 8 Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 1 Robert Bennett

5.i. Personnel - General

1. The Administration recommends the approval of the following appointments and recognition of the following transfers:

Act 93:

White, Tawnjah (replacing Regis Barwin)

Assistant Business Manager

District Office

Act 93, Group 1

Salary: \$96,000 (pro-rated)

Effective: To be determined (pending receipt of Act 34, Act 151, Act 114, and Act 24 certifications)

Transfer of Professional Staff:

Lentine, Jennifer (replacing Kimberly Leader)

From: Kindergarten Teacher

To: Grade 2 Teacher

Primary Elementary School

Effective: 08/22/2022 (retroactive)

Classified:

Arnal, Helen*

Substitute Administrative Assistant

District-wide

Salary: \$19.12 per hour

Effective: 08/23/2022

Balon, Lorraine

Substitute Administrative Assistant

District-wide

Salary: \$19.12 per hour

Effective: 08/23/2022

Brizuela, Jessica (replacing Diane LeHew)

Administrative Assistant

High School

Level C, 7.5 hours per day

Salary: \$20.95 per hour

Effective: 08/22/2022 (retroactive)

Chandler, Melanie (replacing Shannon Bagnato)

Paraprofessional (Self-contained Classroom)

Primary Elementary School

Level B, 6.5 hours per day

Salary: \$18.34 per hour
Effective: 08/22/2022 (retroactive)

Cotter, Lori (replacing Jenifer Parish)
Paraprofessional
Intermediate Elementary School
Level A, 5.75 hours per day
Salary: \$18.34 per hour
Effective: 08/23/2022 (pending receipt of Act 168 certification)

Hornickell, Casey (replacing Kelli Johnson)
Food Service Worker
High School
Level A, 4.5 hours per day
Salary: \$17.20 per hour
Effective: 08/22/2022 (retroactive)

Patterson, Breyaunna (replacing Katelyn Taddeo)
Cafeteria/Recess Aide
Early Childhood Center
Level A, 3.0 hours per day
Salary: \$17.20 per hour
Effective: 08/23/2022

Ricker, Christine (replacing Stacey Orth)
Administrative Assistant
Middle School
Full-time, 7.5 hours per day
Salary: \$20.95 per hour
Effective: 08/23/2022

Swanson, Sarah
Substitute Administrative Assistant
District-wide
Salary: \$19.12 per hour
Effective: 08/23/2022

Trump, Antony (new position)
Van Driver
Transportation
Level A, 4.0 hours per day
Salary: \$18.00 per hour
Effective: 08/23/2022

Westover, Veronica (replacing Theresa Zimmerman)
Food Service Worker

Elementary School
Level A, 4.0 hours per day
Salary: \$17.20 per hour
Effective: 08/22/2022 (retroactive)

Windle, Joelene
Substitute Bus Driver
Transportation
Salary: \$19.66 per hour
Effective: 08/23/2022

Transfer of Classified Staff:

Cruz, Janette* (replacing Joseph Murphy)
From: Paraprofessional (Self-contained Classroom)
Intermediate Elementary
Level B, 6.5 hours per day
To: Custodian (2nd Shift)
Early Childhood Center
Full-time, 8.0 hours per day
Salary: \$20.98 per hour
Effective: 08/22/2022 (retroactive)

DeAcosta, Theresa * (new position)
From: Administrative Assistant
Primary School
Level A, 4.5 hours per day
To: Administrative Assistant
Elementary School
Level C, 7.5 hours per day
Salary: \$23.44 per hour
Effective: 08/23/2022

Dickerson, Krista* (replacing Debra Kurtz)
From: Administrative Assistant
Middle School
To: Accounts Payable/Purchasing Assistant
District Office
Act 93, Group 2
Salary: \$45,500 (pro-rated)
Effective: 08/25/2022

Mace, Katherine*
From: Cafeteria/Recess Aide
Intermediate Elementary School
To: Substitute Cafeteria/Recess Aide

District-wide
Salary: \$13.59 per hour
Effective: 08/22/2022 (retroactive)

Limited Service Contract:

Hoffman, Tesa*
Special Education
Salary: \$1,000
Effective: 08/23/2022

Johnston, Michaela*
Special Education
Salary: \$1,000
Effective: 08/23/2022

Justice, Jessica
Head Coach - H.S. - Volleyball - Girls
Group D, Step 6
Salary: \$4,043
Effective: 08/19/2022 (retroactive)

Lambdin, Reyna
Marching Band Rehearsal Staff
Group I, Step 2
Salary: \$912
Effective: 08/23/2022

Leddy, Elizabeth*
Special Education
Salary: \$1,000
Effective: 08/23/2022

Ruff, Christopher
Head Coach - H.S. - Basketball - Girls
Group B, Step 10
Salary: \$6,293
Effective: 08/23/2022

Stets, Alys*
Department Coordinator - Special Education 9-12
Salary: \$2,000
Effective: 08/23/2022

Wallace, John Russell
Assistant Coach - M.S. - Football
Group F, Step 1

Salary: \$2,128
Effective: 08/23/2022

***This individual is currently an employee. Clearances are on file.**

Minutes

Following a motion by Dr. Cronin and a second by Mrs. Sicher, the Personnel - General items were approved and transfers were recognized.

Vote Results

Yea: 8 Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 1 Robert Bennett

6. DELEGATE REPORTS

6.a. CAIU

Minutes

The CAIU report is attached to the agenda.

7. SPECIAL REPORTS

7.a. Board Members' Report

Minutes

No Board Member had a report to share.

7.b. Superintendent's Report

Minutes

Dr. Winslow gave a report that included the following:

- Today is the first day of school
- It was a normal opening
- Lots of excited energy from students and staff

7.c. Board President's Report

Minutes

Ms. Drew gave a report to express the following:

- Welcome back to students and staff
- Student Board Representatives to start at next meeting
- Citizen Advisor notifications and applications coming soon

8. RECOGNITION OF CITIZENS

This is an opportunity for residents and taxpayers to address the Board on matters related to the agenda or matters of District Governance not on the agenda. Those who speak are asked to follow the same guidelines outlined at the initial public comment portion of our meeting.

Minutes

The following citizens were recognized by the board:

- Walter Zdazinsky spoke to an email from a coach and incidents at the high school.

9. ADJOURNMENT

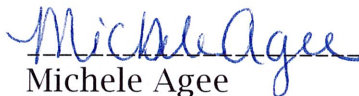
Minutes

The meeting was adjourned at 7:58 p.m. following a motion by Mrs. Sicher and a second by Mrs. Memmi.

Vote Results

Yea:	8	Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
Nay:	0	
Abstain:	0	
Not Cast:	1	Robert Bennett

Respectfully submitted,



Michele Agee
Secretary to the Board
September 12, 2022



Lindsay Drew
Board President

Derry Township School District
Board Meeting
August 22, 2022

Please Sign and Print your Name

Signature

Printed Name

Sample Signature

Sample Name Printed

Signature

Printed Name

W. D. Zdzienicki

ZDZINSKY, WALTER

Signature

Printed Name

Michael Dew

Michael Dew

Signature

Printed Name

John Miller

John Miller

Signature

Printed Name

Andy Billingsley

Andy Billingsley

Signature

Printed Name

Janis Creason

Janis Creason

Signature

Printed Name

Vincent Paese

Vincent Paese

Signature

Printed Name

Laurence M. Lenovick

Laurence M. Lenovick

Signature

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Printed Name

Virtual Attendance August 22, 2022

Lisa Balanda

Mark Balanda

Jordan Bartal

Caryn Bennett

Catherine Burys

Timothy Cotter

Lisa Dalto

Michelle Davies

Alexandria DeCicco

Julie DeDonatis

Kat English

Anna Gawel

Timothy Golden

Scott Harman

Colby Hollinger

Melissa Kaminski

Missy Kunder

Olivia Lewis

Kim Oconnell

Jennifer Renz

Archana Sehgal

Todd Shaffer

Angie Shipper

Melissa Shultz

Jaime Smith

May Smith

Sarah Smith

Tim (Carol) Smith

Marty Stabley

Heidi Stine

Debbie Wallace



Proposal For:

Derry Township School District
Fire Alarm Test and Inspection Contract 070122 to 063023

Prepared By:

David Hagel, Contract Administrator
Email: dhagel@bsgi.com



PROJECT DETAILS

Fire Alarm Test and Inspection Contract 070122 to
063023

Proposal: 14950-1-0

Customer Name: **Derry Township School District**
Contact Name: **Mark Anderson,**
manderson@hershey.K12.pa.us

Project Location: **Derry Township School District**

Scope of Work

Fire Alarm System - Inspections & Testing

Functional Inspections

Berkshire Systems Group, Inc. strives for 100% testing on every automatic fire alarm device when performing a functional inspection. When this is not possible, the exceptions are noted clearly on your inspection report. Preventative maintenance allows us to find small problems before they grow into larger emergencies.

- Pull stations are physically activated and verified for proper location reporting
- Smoke detectors tested with artificial smoke to verify activation and proper reporting
- Duct detectors tested with artificial smoke to ensure proper function
- Relays tested to ensure proper functionality and reporting
- Batteries load, charger tested and date checked to ensure integrity of batteries
- Elevator recall tested to ensure proper fire operation
- Audiovisual devices activated to verify proper function
- Monitoring signals checked to ensure signals received at monitor station
- Site drawings updated to ensure accuracy
- A full inspection report sent electronically to the owner's within 14 working days

Visual Inspections

- Control panel checked for any trouble issues that may be present
- All components checked to ensure system integrity
- Verify location and condition of all initiating and notification devices
- Fire Alarm Control Panel and signal panel batteries are pulse load tested as well charger test
- Inspect batteries for corrosion or leakage and verify tightness of connections



PROJECT DETAILS

Fire Alarm Test and Inspection Contract 070122 to
063023

Proposal: 14950-1-0

Owner's Responsibility

NFPA states the responsibility for properly maintaining all life safety systems shall be that of the owner of the property. By means of periodic inspections, testing and maintenance, the equipment shall be shown to be in good operating condition and any defects or impairments shall be revealed. The owner, manager, or occupant shall promptly correct or repair deficiencies, damaged parts, or impairments found while performing the inspection and testing of these systems. Qualified personnel or a qualified contractor shall perform corrections and repairs, inspection, testing and services at the time of the visit only.

Scheduled Inspection and Testing

BSGI will inspect equipment covered in the inspection agreement for proper functional operation. The inspection and tests shall include control equipment and peripheral devices as listed.

Additional Repairs

Maintenance or repairs of equipment denoted as deficient during the inspection are not part of this agreement. Service work approved will be performed at standard day work rates under a separate work order. The Customer gives BSGI specific authorization under this agreement to perform minor repairs and maintenance up to \$500.00 (Accepted; Declined). For amounts above \$500.00, BSGI will obtain customer's prior authorization to proceed with additional work.

Renewal

This inspection agreement automatically renews for a new term of twelve (12) months after the initial contract term, unless the Subscriber or BSGI notifies the other in writing by thirty (30) days from the end of the initial contract term or any twelve (12) month renewal term(s). This contract is binding for the initial contract period. Balance for full term will be due upon cancellation if canceled during the initial contract term.

Building Access

Any keys, access cards, equipment or site personnel required to gain access to service equipment is the responsibility of the customer. Lifts, ladders, and scaffolding required to service equipment are the responsibility of the customer. BSGI will have access to all areas of said premises, if a return, trip is required due to access problems or forgotten appointments, it will be billed "port to port" at our normal service rates.



PROJECT DETAILS

Fire Alarm Test and Inspection Contract 070122 to
063023

Proposal: 14950-1-0

Administration Building Fire Alarm \$350.00

QTY	Description
1	Fire Alarm Inspection

Maintenance Building Fire Alarm \$456.00

QTY	Description
1	Fire Alarm Inspection

Elementary Building Fire Alarm \$1,489.00

QTY	Description
1	Fire Alarm Inspection

Financial Summary

Total Proposal Amount \$2,295.00

***Price Valid for 10 Days ***

Note: The above price does not include sales tax.

PROJECT ACCEPTANCE:

Berkshire Systems Group, Inc.

Derry Township School District

David Hagel

David W. Hagel 7/27/22

Signature

Sherry L. Munster

7/26/22

Date

PO#



**AGREEMENT FOR PARTICIPATION
IN CHILD NUTRITION PROGRAMS BETWEEN SCHOOL DISTRICTS,
AREA VO-TECHS AND INTERMEDIATE UNITS**

SPONSOR'S AGREEMENT
NAME: Dauphin County Technical School NUMBER: 115-22-160-7

The Sponsor is the agency that plans to claim reimbursement under the National School Lunch Program, School Breakfast Program, Afterschool Snack Program and/or the Special Milk Program.

This Agreement, entered into this 1st day of July 2022, by and between Dauphin County Technical School (hereinafter called "sponsor") and the Derry Township School District Agreement Number 115-22-175-3 (hereinafter called "school") is to provide students with services authorized by the National School Lunch Program, National School Breakfast Program, Afterschool Snack Program and/or the Special Milk Program under Traditional Menu Planning Option.

The term of this Agreement shall be limited to the period between July 1, 2022 and June 30, 2023.

NOW, THEREFORE, THE SPONSOR AGREES TO ACCEPT THE RESPONSIBILITIES LISTED HEREIN FOR THESE STUDENTS.

1. The sponsor agrees to submit to the Pennsylvania Department of Education an Application, Policy Statement/Agreement in regards to the above listed programs.
2. The Sponsor will (check which one applies):
 - X A. Agree to distribute Household Meal Benefit Applications for Free or Reduced Price Meals/Snacks/Free Milk to the parents of students attending classes. The sponsor agrees to verify the accuracy of the appropriate percentage of Household Meal Benefit Applications for Free or Reduced Price Meals/Snacks/Free Milk and to maintain records to document the results of verification as required by federal regulations.
 - X B. Agree to obtain copies of Household Meal Benefit Applications for Free or Reduced Price Meals/Snacks/ Free Milk from the home school and review to determine if the correct category of eligibility is indicated.
3. The sponsor agrees to designate an "Approving Official" to review and approve/deny Household Meal Benefit Applications for Free or Reduced Price Meals/Snacks/Milk. The sponsor will also designate a "Hearing Official" to establish and use a fair hearing procedure for appeals on the decision of the "Approving Official."
4. The sponsor agrees to count the number of paid, free and reduced price meals/snacks/ free milk served to these students at the point of service.
5. The sponsor agrees to ensure that meals/snacks claimed for reimbursement contain all of the foods required for a reimbursable meal.
6. The sponsor agrees to submit a monthly claim for reimbursement to the Department of Education in accordance with the appropriate federal regulations.
7. The sponsor agrees to accept fiscal responsibility for the program(s) and return to the Department of Education any amount not properly earned by the sponsor as determined by a review or audit.
8. The sponsor and the school agree to comply with all federal and state regulations governing the administration of the program(s).

Rights, 1400 Independence Avenue, S.W., Washington, DC 20250-9410 or call, toll free, (866) 632-9992 (Voice). TDD users can contact USDA through local relay or the Federal Relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice users). USDA is an equal opportunity provider and employer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, on the dates noted below.

Please sign in **BLUE** ink.

FOR THE SPONSOR BY: Karen Pflugh DATE 6-28-22
(Signature)

Typed Name and Title: Dr. Karen Pflugh

Administrative Director

FOR THE SCHOOL BY: Lindsay Drew DATE August 22, 2022
(Signature)

Typed Name and Title: Lindsay Drew, School Board President



DocuSign, Inc.
221 Main Street, Suite 1550
San Francisco, CA 94105

Offer Valid Through: Jul 31, 2022

Prepared By: Jordyn Bjerke
Quote Number: Q-00841830

ORDER FORM

Address Information

Bill To:

Derry Township School District
30 E Granada Ave Ste 200,
Hershey, PA, 17033
United States

Ship To:

Derry Township School District
P.O. BOX 898,
Hershey, PA, 17033-0898
United States

Billing Contact Name:

Phil Ayala

Billing Email Address:

payala@hershey.k12.pa.us

Billing Phone:

717-534-2501

Shipping Contact Name:

Phil Ayala

Shipping Email Address:

payala@hershey.k12.pa.us

Shipping Phone:

717-534-2501

Order Details

Order Start Date: Jul 31, 2022

Order End Date: Jul 30, 2023

Billing Frequency: Annual

Payment Method: Check

Payment Terms: Net 30

Currency: USD

Products

Product Name	Start Date	End Date	Quantity	Net Price
eSignature Enterprise Pro Edition - Envelope Subs.	Jul 31, 2022	Jul 30, 2023	2,000	\$10,043.00
Premier Support	Jul 31, 2022	Jul 30, 2023	1	\$1,506.45

Grand Total: \$11,549.45

Product Details

eSignature Envelope Allowance: 2,000

Overage/Usage Fees

eSignature Enterprise Pro Edition - Envelope Subs. (Per Transaction): \$8.80

Order Special Terms

Terms & Conditions

This Order Form is governed by the terms Master Services Agreement available online at: <https://www.docusign.com/company/terms-and-conditions/msa> and the applicable Service Schedule(s) and Attachments for the DocuSign Services described herein available online at <https://www.docusign.com/company/terms-and-conditions/msa-service-schedules>.

Billing Information

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.

Is the contracting entity exempt from sales tax?

Please select Yes or No:

If yes, please send the required tax exemption documents immediately to taxexempt@docusign.com.

Invoices for this order will be emailed automatically from invoicing@docusign.com. Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select Yes or No:

If yes, please complete the following:

PO Number:

PO Amount: \$

By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

Customer

Signature:



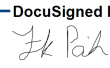
Name: Lindsay Drew

Job Title: School Board President

Date: August 22, 2022

**DocuSign,
Inc.**

Signature:

DocuSigned by:

F06C8C5487294E5...

Name: Frank Parish

Job Title: Manager, Revenue Operations

Date: August 24, 2022

DS


Certificate Of Completion

Envelope Id: F781E4317FF74C5680186680B6CD770C

Status: Completed

Subject: Please DocuSign: DocuSign - DTSD Renewal 7-31-22 - 7-31-23.pdf

EnvelopeType:

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 1

Jordyn Bjerke

AutoNav: Enabled

221 Main Street

Enveloped Stamping: Enabled

Suite 1000

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

San Francisco, 94105

Jordyn.Bjerke@docusign.com

IP Address: 187.190.68.66

Record Tracking

Status: Original

Holder: Jordyn Bjerke

Location: DocuSign

8/24/2022 7:59:13 AM

Jordyn.Bjerke@docusign.com

Signer Events

Matt Felch

Matt.Felch@docusign.com

Contract Specialist

Signing Group: AOR

Security Level: Email, Account Authentication
(None)**Signature**


Signature Adoption: Pre-selected Style

Using IP Address: 98.193.15.52

Timestamp

Sent: 8/24/2022 8:23:34 AM

Viewed: 8/24/2022 10:45:21 AM

Signed: 8/24/2022 10:46:38 AM

Electronic Record and Signature Disclosure:

Accepted: 7/20/2022 9:19:01 AM

ID: 7eb67c91-0197-48ab-b0d0-c56f5cfe7f49

Frank Parish

Frank.Parish@docusign.com

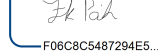
Manager, Revenue Operations

DocuSign, Inc.

Signing Group: AOA

Security Level: Email, Account Authentication
(None)

DocuSigned by:



F06C8C5487294E5...

Signature Adoption: Uploaded Signature Image

Using IP Address: 98.35.93.141

Sent: 8/24/2022 10:46:39 AM

Viewed: 8/24/2022 10:49:07 AM

Signed: 8/24/2022 10:49:43 AM

Electronic Record and Signature Disclosure:

Accepted: 5/1/2020 11:34:29 AM

ID: dd966330-cdca-4d4f-81a5-d1d9d7b8375c

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/24/2022 8:23:39 AM
Certified Delivered	Security Checked	8/24/2022 10:49:07 AM
Signing Complete	Security Checked	8/24/2022 10:49:43 AM
Completed	Security Checked	8/24/2022 10:49:43 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by paper mail, please send correspondence to:

DocuSign, Inc.
221 Main St.,
Suite 1000
San Francisco, CA 94105

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at and in the body of such request you must state: your previous e-mail address, your new e-mail address. Please reach out to the sender of the envelope if you want to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. Please reach out to the sender of the envelope if you want to withdraw your consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)

PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
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FOOD SERVICE SAFETY AND SANITATION PROGRAM SERVICE AGREEMENT**Overview**

This agreement is made between Food Safety Solutions, Inc. (FSSI) and Derry Township School District, effective as of July 1, 2022, and continuing until terminated as per the terms of this Agreement. Under this agreement, FSSI will provide School District with a complete and sustainable food safety and sanitation system, inclusive of oversight, safety and sanitation training, education, inventory control, and Temperature Monitoring system as detailed in **Schedule A**.

Schedule A includes trade secrets of FSSI, which derive independent economic value from not being generally known to the public or by FSSI competitors and are the subject of reasonable efforts to maintain their secrecy. Therefore, School District will not, except as required in the conduct of School District's business, use, publish or disclose any of FSSI's trade secrets (e.g., Schedule A) until at least such time the information is no longer trade secrets. If School District discloses any of FSSI's trade secrets, School District will notify FSSI of such disclosure or use.

Term and Termination

This agreement is a three-year agreement and may be extended at the discretion and consensus of both parties for an additional two one-year terms. FSSI reserves the right to increase or decrease prices. The School District reserves the right to accept or reject any price increase and terminate the agreement.

The term of this agreement is July 1, 2022 – June 30, 2025, unless terminated by either party for any reason with sixty (60) days advanced written notice. All materials, dispensers, accessories, and instructional charts that are provided as part of this program remain the property of Food Safety Solutions, Inc. and may be removed if, and when the program is cancelled.

Services

Food Safety Solutions, Inc. will visit each of the schools listed in **Schedule B**. Service visits for your School District will be seven (7) cycles during each full school year.

School District will pay a total contract price of \$11,820.60 for 2022-2023 school year, which will be divided into Ten (10) installment payments to be paid on the first of the month of each contract month. Schedule B may be modified to add or subtract schools, which in turn may affect total agreement cost.

Billing and Remittance

All billing will be from FSSI unless otherwise notified. Remittance should be made payable to:

Food Safety Solutions, Inc.
P.O. Box 1637
Hockessin, DE 19707

Accepted By:**Derry Township School District**

Name Lindsay Drew Title School Board President

Signature [Signature] Date August 22, 2022

Food Safety Solutions, Inc.

Signature [Signature] Date 6/17/22

Tricia Fitzharris, President

Date: June 16, 2022

Ph: 877.235.0177

Fx: 302.235.0174

www.foodsafetysolutionsinc.com



P. O. Box 1637
7460 Lancaster Pike, Ste 9
Hockessin, DE 19707

PA Schedule B

Cost per School Site

Schools by Site – Billing Cycle is August 2022 – May 2023
Safety and Sanitation Program and Warewash (if applicable) Services for each site:

	Schools	\$\$\$ per month
1	Hershey High School	318.68
2	Hershey Middle School	318.68
3	Hershey Elementary School	318.68
4	Hershey Early Childhood Center	226.02
	TOTAL	\$1,182.06

Ph: 877.235.0177 ■ Fx: 302.235.0174 ■ www.foodsafetysolutionsinc.com

RAISING THE GRADE ON FOOD SAFETY™

THIS SCHEDULE IS CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE UNDER: Pennsylvania – Pennsylvania’s New Right to Know Law. Chapter 7; Sections 707. Production of certain records and Section 708 (b) (11) Exception for public records; exempt access to records which are “A record that constitutes or reveals a trade secret or confidential proprietary information.”

SCHEDULE A

EDUCATION AND SERVICES

All services, materials, and consultation are included in the total cost provided under the Food Service Safety and Sanitation Service Agreement, offering complete budget control and predictability to School District. Food Safety Solutions, Inc. (“FSSI”) will provide education, materials, services, including Temperature Monitoring system and reports as follows.

I. Education

- A. FSSI’s food safety and sanitation education program includes district in-service education, site-based education, and educational materials for the Participating Schools. The goal of the FSSI education program is to provide education for the managers and employees of the School District and standardize sanitation and safety procedures in each Participating School’s kitchen facility.
- B. Education will be provided during each service cycle at each of the Participating Schools. Each educational session is approved for a minimum of .25 Continuing Education Credits (CEU) for School Nutrition Association (SNA) and/or a minimum of .25 CEU’s towards USDA mandated Professional Standards Curriculum. The education provided will address each school’s specific needs, and will include on-going curriculum of sanitation and workplace topics.
- C. FSSI will make available the National Restaurant Association (NRA) Manager ServSafe® training to School District employees on a scheduled training date.
 - 1. FSSI will offer the course and test for eligible employees for a nominal fee per student.
 - 2. The education provided through ServSafe® courses will complement the services provided by FSSI.
 - 3. Textbooks, Answer Sheets and Shipping/Handling charges are not included in this cost, and will be ordered at the current prevailing rate at the time of order.
- D. FSSI will offer other courses at various costs per student.

II. Materials

- A. Sufficient cleaning products, such as cleaners, detergents, cleaning and sink gloves, bottles, buckets, etc. and OSHA approved dispensing systems, including detergent, rinse agent, delimer and descale materials (if appropriate) will be provided and replenished as needed at each participating site.
- B. SDS, posters and charts, procedure guide, and ancillary items (*e.g.*, pac cutters, sanitizer test strips, etc.) will be provided and replenished as needed at each participating site.

Ph: 877.235.0177 ■ Fx: 302.235.0174 ■ www.foodsafetysolutionsinc.com

- C. Each of the participating schools is granted a non-exclusive license to use the program and the program materials. FSSI will take steps to safeguard use of the program content by entities operating without an agreement from FSSI or a related entity.
- D. Provide chemical service application and delivery.

III. Service

- A. Food Safety Specialists will visit each of the Participating Schools Seven (7) times per full school year. The Specialists are certified in the administration, instruction, and recognition of HACCP program integrity and verification.
- B. Food Safety Specialists will spot check holding and serving temps to facilitate conversations with staff. The District's HACCP Plan will be the point of reference for education and information with staff. This spot check is designed to be random in nature and can never be used to replace federal and state requirements for on-site, safe monitoring of food.
- C. Food Safety Specialists will survey and audit each Participating School's kitchen, and provide immediate corrective action, staff training, action documentation, and supervisor notifications for follow-ups. The survey and audit is intended to measure due-diligence and verify system execution and staff motivation.

IV. Reports / Review

- A. FSSI will provide documentation of the education received for School District due-diligence files.
- B. All materials required for OSHA compliance will be placed in and kept current in each of the Participating Schools.
- C. After completion of each survey and audit, FSSI will generate a service report that documents program compliance and areas where further management action is required. These reports may serve as critical due-diligence confirmation, and provide the School District with an electronic record of program compliance.
- D. After each full school year, FSSI's manager will meet (in person or by phone) with the School District Food Safety Directors to review the year's accomplishments and make recommendations for program improvement.



P. O. Box 1637
7460 Lancaster Pike, Ste 9
Hockessin, DE 19707

PA Schedule B

Cost per School Site

Schools by Site – Billing Cycle is August 2022 – May 2023
Safety and Sanitation Program and Warewash (if applicable) Services for each site:

	Schools	\$\$\$ per month
1	Hershey High School	318.68
2	Hershey Middle School	318.68
3	Hershey Elementary School	318.68
4	Hershey Early Childhood Center	226.02
	TOTAL	\$1,182.06

Ph: 877.235.0177 ■ Fx: 302.235.0174 ■ www.foodsafetysolutionsinc.com

RAISING THE GRADE ON FOOD SAFETY™



P.O. Box 216
Hershey, PA 17033
(717) 598-8888

Commercial Pest Management
Agreement

Date: 5/24/22
Name: Derry Township School District (DTSD)
Address: 30 E. Granada Ave
City: Hershey
Phone: 717-531-2202
Email: manderson@hershey.k12.pa.us

Account #: 052422-2

Location note: ECC, Elementary, Middle School, High School, District Office, Maintenance shop/offices, Granada Gym and adjacent grounds of DTSD buildings

St: PA Zip: 17033

Hershey Termite & Pest Control agrees to provide monthly pest management service for "covered" species* of pests (see below) for a period of one (1) year. Coverage will be for main structure(s) only. Additional structures on property (barns, sheds, garages, swing sets, fences, etc) can be included by special arrangement. Service may be both interior and exterior, but every effort will be made to limit chemical use inside the structure. All products used in and around the structure will be EPA approved, and applied strictly in accordance with product labeling. During monthly services, and in accordance with IPM practice (Integrated Pest Management), observations and recommendations may be made to the property-owner/manager on reducing pest populations in and around the structure by various non-chemical methods, such as exclusion, sanitation, etc.

In addition, emergency service for "covered" pests will be provided at **no** additional charge. Emergency service shall be defined as necessary treatment to control "covered" pests in between regularly scheduled quarterly services.

Service will continue and renew automatically on a year to year basis, and may be discontinued at any time, for any reason, by either party, with the remaining balance pro-rated and refunded to the customer.

*"Covered" species include:

-Ants (all species including Carpenter Ants)	-Centipedes	-Grain Beetles	-Roaches (all species)
-Bees (not including Honey Bees)	-Earwigs	-Hornets	-Silverfish
-Beetles (not including any wood boring-type Beetles)	-Firebrats	-Indian Meal Moths	-Spiders
-Boxelder Bugs	-Flies (including Drain Flies, Fruit Flies, Phorid Flies, House Flies, Blow Flies, Cluster Flies)	-Millipedes	-Stink Bugs
-Carpenter Bees		-Mice and Rats (Norway and Roof)	-Wasps

Additional Notes: Monthly service: \$752.50

Annual Service: \$9,030.00

Tax: _____

Total: \$9,030.00

Andy Shrawder: Hershey Termite & Pest Control Representative

Date: 5/24/22

Customer: Derry Township School District (DTSD)

Date: August 22, 2022

TERMS AND CONDITIONS (continued on page 2)

1. SERVICES PROVIDED. Hershey Termite & Pest Control (referred to herein as "HTPC") will conduct a thorough visible inspection of the premises for evidence of infestation and will provide treatment for the control of the pest(s) as determined appropriate by HTPC. HTPC will apply pest control products in accordance with the directions of the manufacturers of the products, U.S. EPA approved labels, and the requirements of federal and state laws and regulations. For purposes of this Contract, "control" is defined as the periodic eradication of existing infestations within practical limits.

2. CUSTOMER OBLIGATION. Customer agrees to maintain the premises subject to this Contract in a condition which does not promote infestations. Customer agrees to maintain the premises in a reasonably clean and sanitary condition and to keep the structure in such a state of repair so as to avoid providing easy access of pest(s). If conditions noted by HTPC are not corrected as required, this Contract shall automatically terminate and be canceled. Further, additional treatments in areas of such conditions that are not corrected shall be paid for by the Customer as an extra service charge.

(Terms and conditions continued on page 2)

Ph : (717) 598-8888

Email: HersheyPestControl@msn.com

www.HersheyPestControl.com

3. SERVICE EXCLUSION: I understand this agreement does not include the control, treatment, or prevention of wood infesting organisms such as subterranean (ground) termites (*Reticulitermes* spp., *Heterotermes* spp.) and Formosan termites (*Coptotermes* spp.) or dry wood termites (*Kalotermites* spp., *Incisitermes* spp., *Cryptotermes* spp.) or aerial (above-ground) infestations of any kind, powder post beetles, woodborers, wood wasps, or wood decay fungus. I expressly waive and release HTPC from liability for any and all claims for personal injury or damages to the structure or its contents caused by wood infesting organisms.

4. AREAS SERVICED: HTPC will apply treatment, as it deems appropriate to all potential harborage areas within the structure. Customer agrees to provide access to the structure at the scheduled time of service. In the event HTPC is denied access to the property, HTPC will not provide treatment and Customer agrees to pay a service charge for a return visit to provide treatment of the structure.

5. PERFORMING THE WORK: HTPC will exercise reasonable care while performing any work to try to avoid damaging any part of the structure(s), plants or animals. Under no circumstances or conditions shall HTPC be responsible for damage caused by HTPC at the time the work is performed except those damages resulting from gross negligence on the part of HTPC.

6. CHANGE IN LAW: This Contract shall be interpreted, regulated and adjudicated in accordance with applicable federal, state and local laws and regulations as they exist at the time this Contract is executed. Should any federal, state or local law or regulation be changed regarding HTPC services or treatment, HTPC may take whatever steps are necessary to comply with said laws.

7. LIMITS OF LIABILITY: Although HTPC will exercise reasonable care in performing services under this Contract, HTPC will not be liable for injuries or damage to persons, property, birds, animals or vegetation, except those damages resulting from gross negligence by HTPC. Further, under no circumstances will HTPC be responsible for any injury, disease or illness caused, or allegedly caused, by bites, stings, or contamination of bed bugs or any other insects, spiders, rodents, or beetles. HTPC's representatives are not medically trained to diagnose borne illnesses or diseases. Please consult your physician for any medical diagnosis. To the fullest extent permitted by law, HTPC will not be liable for personal injury, death, property damage, loss of use, loss of income or any other damages whatsoever, including consequential and incidental damages, arising from this service. HTPC liability is specifically limited to the labor and products necessary to help reduce populations.

8. EXISTING DAMAGE: HTPC is not responsible for repairs to damages disclosed in its inspection. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheet rock, insulation, carpeting, paneling, etc. to search for hidden infestation/damage is made. HTPC cannot guarantee that infestation/damage disclosed by the floor-level visual inspection of the premises shown above represents the entirety of the infestation/damage which may exist as of the date of the initial control application. HTPC shall not be responsible for repair of any existing damage, including without limitation, any damage that existed in areas or in structural members, which were not accessible for visual inspection as of the date of inspection. It is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.

9. FUTURE DAMAGE: Customer understands that HTPC is not responsible for and does not guarantee against present and future damage to the building or contents, or provide for the repair or replacement thereof. This Contract does not guarantee, and HTPC does not represent, that covered insects will not return to the property.

10. DISCLOSURE: Prior to such treatment, the Customer or its Agent must divulge any information concerning hidden plenum air spaces, crawl spaces, air ducts (underground or embedded in the slab), wells or cisterns (including those existing on adjacent properties), concealed pipes or cables, water-proofing installation, a high water table, dampness or moisture conditions, or any other conditions that may contribute to the pollution of the environment. Failure by Customer or its Agent, prior to treatment by HTPC, to divulge such information to HTPC, forever and fully releases HTPC from any and all liability arising out of such treatment.

11. ADDITIONS/ALTERATIONS: In the event the premises are structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation, or if HTPC treatments are disturbed, Customer will notify HTPC prior to such event and will purchase the additional periodic service treatment required by the change incurred. Rejection of additional charges terminates this Contract automatically. The failure of HTPC to notice any such changes does not release Customer from the obligations set forth in this paragraph.

This Contract does not cover detached garages, tool sheds, fences, or other outbuildings, unless specifically itemized in this Contract.

12. NON-PAYMENT: Customer will pay HTPC's invoices upon receipt. HTPC may terminate this Contract if payment is not received within thirty (30) days of the date of the invoice. In the event legal action is necessary to collect any amount due HTPC, HTPC shall be entitled to recover from Customer all reasonable costs of collection, including reasonable attorney's fees and expenses, in addition to any outstanding amount due HTPC. In addition, interest at the rate of 1.5% per month, being 18% annually or the highest rate allowed by applicable law will be assessed on any past due amounts owed by Customer until paid. This Contract and any extension of its term will be effective only upon payment of the charges as provided herein.

13. TERMINATION: HTPC's liability under this Contract will terminate and HTPC will be excused from the performance of any obligations under this Contract should 1) Customer allow another pest control operator and/or company to treat the subject structure(s) during any term hereof, 2) Customer utilize any home remedy products, "do-it-yourself" products, over-the-counter products or any chemicals to eradicate bed bugs, termites, insects, spiders, beetles or rodents that could cause a negative resolution or chemical reaction, or 3) HTPC be prevented or delayed from fulfilling its responsibilities under the terms of this Contract by reasons or circumstances reasonably beyond HTPC's control, including, but not limited to, acts of war, whether declared or undeclared, acts of any duly constituted government authority, strikes, acts of God, or refusal of Customer to allow HTPC access to the structure(s) for the purpose of treatment or carrying out the terms and conditions of this Contract.

14. ENTIRE CONTRACT: This Contract, together with any attachment(s), if any, signed by HTPC and Customer, constitutes the entire CONTRACT between the parties, and no other representation or statements, whether oral or written, will be binding upon the parties.

15. NOTICE OF CLAIMS, ACCESS TO PROPERTY: Any claim under the terms of the Contract must be made immediately in writing to HTPC. HTPC is only obligated to perform under this Contract if Customer allows HTPC access to the identified structure for any purpose contemplated by the Contract, including but not limited to re-inspection, whether the inspection was requested or considered necessary by Customer or required by the Contract and requested or considered necessary by HTPC.

16. SEVERABILITY: If any part of this Contract is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Contract will remain in full force and effect.

17. TRANSFERABILITY: This Contract will terminate upon transfer of ownership of the described structure(s). However, HTPC, at its discretion, may transfer the Contract to a new purchaser within 30-days of purchase.

18. SPECIFIC EXCLUSIONS: The Contract does not cover and HTPC will not be responsible for:

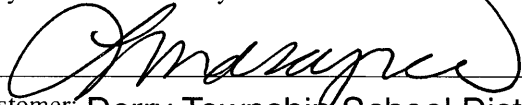
- 1) Damage resulting from moist conditions, including but not limited to fungus or mold, whether visible or not;
- 2) Damage resulting from any wood destroying organisms;
- 3) Expenses related to the replacement of linens, upholstery, furniture, mattress(es), soiling or related costs;
- 4) Expenses related to medical evaluation or treatment for bites associated with pest(s);
- 5) Damages or expenses for any claim of personal injury related to an infestation of pest(s);
- 6) Loss of income claimed to be related to any pest bites or associated illnesses;

19. CHEMICAL SENSITIVITY: If Customer or other occupants of the structure(s), or adjacent buildings, believe they are or may be sensitive to pesticides or their odors, or if Customer or other occupants have consulted with a medical doctor, or other healthcare provider, regarding such sensitivity, Customer must notify HTPC in writing, in advance of treatment of the structure(s). HTPC reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide such notification represents Customer's assumption of risk and waiver of any claims against HTPC in connection with such sensitivity.



Andy Shrawder: Hershey Termite & Pest Control Representative

Date: 5/24/22



Customer: Derry Township School District (DTSD)

Date: August 22, 2022

Ph: (717) 598-8888

Email: HersheyPestControl@msn.com

www.HersheyPestControl.com



P.O. Box 216
Hershey, PA 17033
(717) 598-8888

Commercial Pest Management
Agreement

Date: 5/24/22
Name: Derry Township School District (HMC)
Address: 44 E. Granada Ave
City: Hershey
Phone: 717-531-2202
Email: manderson@hershey.k12.pa.us

Account #: 052422-3

Location note: Penn State Health (Old Middle School)

St: PA Zip: 17033

Hershey Termite & Pest Control agrees to provide monthly pest management service for "covered" species* of pests (see below) for a period of one (1) year. Coverage will be for main structure(s) only. Additional structures on property (barns, sheds, garages, swing sets, fences, etc) can be included by special arrangement. Service may be both interior and exterior, but every effort will be made to limit chemical use inside the structure. All products used in and around the structure will be EPA approved, and applied strictly in accordance with product labeling. During monthly services, and in accordance with IPM practice (Integrated Pest Management), observations and recommendations may be made to the property-owner/manager on reducing pest populations in and around the structure by various non-chemical methods, such as exclusion, sanitation, etc.

In addition, emergency service for "covered" pests will be provided at **no** additional charge. Emergency service shall be defined as necessary treatment to control "covered" pests in between regularly scheduled quarterly services.

Service will continue and renew automatically on a year to year basis, and may be discontinued at any time, for any reason, by either party, with the remaining balance pro-rated and refunded to the customer.

*"Covered" species include:

-Ants (all species including Carpenter Ants)
-Bees (not including Honey Bees)
-Beetles (not including any wood boring-type Beetles)
-Boxelder Bugs
-Carpenter Bees

-Centipedes
-Earwigs
-Firebrats
-Flies (including Drain Flies Fruit Flies, Phorid Flies, House Flies, Blow Flies, Cluster Flies)

-Grain Beetles
-Hornets
-Indian Meal Moths
-Millipedes
-Mice and Rats (Norway and Roof)

-Roaches (all species)
-Silverfish
-Spiders
-Stink Bugs
-Wasps

Additional Notes: Monthly service: \$84.60

Annual Service: \$1,015.20

Tax: _____
Total: \$1,015.20

Andy Shrawder: Hershey Termite & Pest Control Representative

Date: 5/24/22

Customer:
Derry Township School District (HMC)

Date: August 22, 2022

TERMS AND CONDITIONS (continued on page 2)

1. SERVICES PROVIDED: Hershey Termite & Pest Control (referred to herein as "HTPC") will conduct a thorough visible inspection of the premises for evidence of infestation and will provide treatment for the control of the pest(s) as determined appropriate by HTPC. HTPC will apply pest control products in accordance with the directions of the manufacturers of the products, U.S. EPA approved labels, and the requirements of federal and state laws and regulations. For purposes of this Contract, "control" is defined as the periodic eradication of existing infestations within practical limits.

2. CUSTOMER OBLIGATION: Customer agrees to maintain the premises subject to this Contract in a condition which does not promote infestations. Customer agrees to maintain the premises in a reasonably clean and sanitary condition and to keep the structure in such a state of repair so as to avoid providing easy access of pest(s). If conditions noted by HTPC are not corrected as required, this Contract shall automatically terminate and be canceled. Further, additional treatments in areas of such conditions that are not corrected shall be paid for by the Customer as an extra service charge.

(Terms and conditions continued on page 2)

Ph: (717) 598-8888 Email: HersheyPestControl@msn.com www.HersheyPestControl.com

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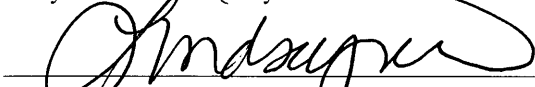
- 1) Damage resulting from moist conditions, including but not limited to fungus or mold, whether visible or not;
- 2) Damage resulting from any wood destroying organisms;
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- 4) Expenses related to medical evaluation or treatment for bites associated with pest(s);
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Andy Shrawder: Hershey Termite & Pest Control Representative

Date: 5/24/22



Customer: Derry Township School District (HMC)

Date: August 22, 2022

Ph : (717) 598-8888

Email: HersheyPestControl@msn.com

www.HersheyPestControl.com

400 N. Blue Ribbon Ave
Harrisburg, PA 17112



HIGHER INFORMATION GROUP
DIGITAL COPIERS • FAX MACHINES • SERVICE • SUPPLIES

Phone: (717) 652-3310
(800) 564-7002
Fax: (717) 540-1558

CUSTOMER'S ORDER

☒ Purchase ☐ Supplies ☐ Maintenance Customer # _____ Date Rec'd _____

Bill To:	Derry Township School District	Ship To:	Same As Bill To
	District Office		
	30 E. Granada Ave. PO Box 898		
	Hershey, PA 17033		

Sales Representative	Telephone	Date Delivery Requested	Purchase Order
Lauren Myers	(717) 379-8982		
	Lmyers@higherinfogroup.com		

Qty.	Description	Price	Total
1	ProServices Maintenance & Support Renewal for PaperCut MF Software (1 Year Renewal for 7/31/22 to 7/31/23)	\$4,238.08	\$4,238.08

Equipment Traded In

Total Equipment	
Trade Allowance	
Discount Amount	
Subtotal	\$4,238.08
State Sales Tax	TAX EXEMPT
TOTAL	\$4,238.08

Model:

Serial No:

CONDITIONS OF SALE: Net cash upon invoice. F.O.B. Destination unless otherwise specified below.

Total Amount Payable	Cash with signed contract	Balance Due	No. of Monthly Payments	Amount per Payment	Due Date of 1 st Payment

Please deliver the equipment described above (hereinafter called property) subject to the terms and conditions stated below:

- It is agreed that the above property is sold and purchased conditionally, and that the title to each of said chattels is reserved in Seller and shall not pass to the Buyer until full purchase price of all the chattels and other monies due or secured hereunder have been paid in cash and all terms and conditions set forth in this contract have been complied with.
- This property shall not be resold, pledged, mortgaged, removed from location hereinabove specified, or in any way disposed of without the written consent of the Seller, while this contract is in force.
- The Buyer assumes the risk of and agrees to indemnify the Seller against injury and destruction from any cause whatsoever to the property, after same has been delivered to any carrier consigned to the Buyer, and also any damage by the property to person or property and no such injury, damage or destruction shall excuse payments or other liabilities hereunder.
- In case of default in the payment of any regular installment or other monies, secured or due hereunder, or breach of any term or provision hereof, the Seller, at its option, without being limited thereto, may (a) sue for the amount then due without repossession and without accelerating or otherwise affecting Future installments; (b) treat all unpaid installment and other monies which are or may become due in hereunder as immediately due and sue therefore; (c) enter the premises where the property is then located and repossess same without liability for tort or trespass on so doing; (d) separately there from or concurrently therewith pursue any and all other remedies as then be lawful in the premises, including but not limited to the right to resell the property after repossession and sue for deficiency judgment for any balance due hereunder. All reasonable expenses incident to such repossession or pursuit of other remedies shall be borne by the Buyer, including but not being limited to reasonable counsel fees.

NAME Lindsay Drew

TITLE

Board President

(Please Print)

AUTHORIZED SIGNATURE

8/22/2022

DATE

Prepared For: Derry Township School District

Prepared By: Higher Information Group

Date: 7/7/2022

PaperCut MF – ProServices Premium Support Annual Renewal

ProServices Remote Premium Support provided by ACDI via phone, email, and PC Remote

Pro Services – Advanced Software Maintenance and Support:

- Customer is entitled to any future upgrades and new versions of PaperCut at no charge
- Customer is covered for technical support from ACDI via phone, email or remote assistance from a qualified team of engineers
- Customer is permitted to add new users, hardware connection licenses or embedded licenses

Should the support agreement expire and the customer chooses not to renew, the opportunities listed above would not be available to the customer. PaperCut MF will continue to work, however, compatibility with future driver or operating system updates cannot be guaranteed.

PaperCut MF Annual ProServices Support Renewal for 7/31/2022 to 7/31/2023

Total Cost: \$4,238.08

****Current annual PaperCut MF ProServices Support will expire on 7/31/22
(for annual period of 7/31/21 to 7/31/22)**

****This quote is for the annual renewal period of 7/31/2022 to 7/31/2023**





SAFE CRISIS MANAGEMENT

JKM TRAINING, INC. ♦ 1710 RITNER HWY, STE 1 ♦ CARLISLE, PA 17013

TRAINING CONTRACT

PROGRAM	SCM Instructor Recertification – Online/1-day Skill Out Option		
DATES	October 21, 2021		
TIMES	8:30am-4:00pm		
PARTICIPANT #S			
ORGANIZATION/SCHOOL	Derry Township School District		
ADDRESS	30 East Granada Ave		
CITY, STATE, ZIP	Hershey, PA 17033		
CONTACT	Lisa Sviben Miller/Chris Grudi		
CONTACT TELEPHONE	Work #: 717-508-2246	Cell#: 717-554-4115	
CONTACT EMAIL	lmiller@hershey.k12.pa.us		
JKM INSTRUCTOR	Michelle Stagmer		
PRICING	<p>\$2195.00 plus instructor expenses - plus \$155/person for online course</p> <p>Instructor Expenses Include:</p> <ul style="list-style-type: none"> ▪ Mileage: \$.585/mi (or current federal rate) ▪ Lodging, Airfare, Parking, Rental Car, Fuel, Taxi Service, Tolls (all at actual cost) ▪ Stayover Days: \$150/day (applicable only when instructor must stay over the weekend or additional days due to travel) 		
TRAINING LOCATION:			
	Same As Above	X	Different Location – please fill in
LOCATION	Hershey High School Mat Room		
PHYSICAL ADDRESS	550 Homestead Road		
CITY, STATE, ZIP	Hershey, PA 17033		
ONSITE CONTACT	Lisa Sviben Miller		
CONTACT TELEPHONE	Cell #: 717-554-4115	Alternate#:	
LODGING:			
	Applicable – please fill in	x	Not Applicable – Instructor commuting
LODGING			
ADDRESS			
CITY, STATE, ZIP			
TELEPHONE			
ORGANIZATION/SCHOOL MUST SUPPLY (Please refer to attached room illustration)			
SCM Theoretical Training: <ul style="list-style-type: none"> <input type="checkbox"/> Yes, we have an LCD Projector onsite for your use <input type="checkbox"/> No, we do not have an LDC Projector onsite ▪ Classroom space (desks/tables): 1 table/chairs per 5 participants ▪ Projection screen & long table in front of room with extension cord & power strip for JKM Training, Inc. laptop ▪ Additional long table in front of room for SCM materials ▪ Newsprint pad & easel with markers 		SCM Emergency Safety Physical Intervention Training: <ul style="list-style-type: none"> ▪ Adequate space for physical intervention instruction (100 sqft. per trainee) ▪ Room should be completely empty ▪ Flooring should be clean carpeting or exercise mats ▪ Hydration (water) ▪ Trainees are encouraged to bring knee pads 	

CONTRACT TERMS:

Contract must be signed, dated, and returned at least 30 days prior to program, unless program was set up to be provided within 30 days, in such case, contract must be returned as soon as possible. JKM Training, Inc. will not provide training without a signed contract. The number of participants listed on the contract is firm, unless mutually agreed upon otherwise in writing by both parties. If Organization/School increases the number of participants above the participant maximum, each participant over the maximum will be charged at the following rate: 5-day Workshop: \$399/person, 3-day Workshop: \$299/person, 2-day Workshop: \$199/person, 1-day Workshop: \$99/person. Final roster/participant count must be provided to JKM Training, Inc. at least 10 days prior to start of training date. If the number of participants increase after JKM Training, Inc. has shipped materials for training program, Organization/School will assume any additional shipping costs as required. Invoicing will occur after the program has ended; Organization/School has 30 days to submit payment before finance charges (1.5%/month) will be assessed.

CANCELLATION POLICY:

Organization/School has up to 30 days prior to the training date to cancel the program without incurring cancellation fees. If the Organization/School cancels training less than 30 days prior to the training date, cancellation fees shall be assessed as follows: 30-20 days prior 10% cancellation fee. 20-10 days prior – 25% cancellation fee. Less than 10 days prior – 50% cancellation fee. Fees only apply when JKM Training, Inc. is not able to re-book the dates with another training program.

FORCE MAJURE:

The performance of this contract by either party is subject to acts of God, war, government regulation, disaster, civil disorders, or other emergency making it illegal or impossible to provide the training facilities or to hold the training/workshop. This contract may be terminated for any one or more such reasons by written notice from one party to the other. In the event of such an occurrence, both parties agree to use their best efforts to reschedule the training/workshop to a mutually agreeable time.

SAFETY IN THE TRAINING POLICY:

- Organization/School is responsible for the occupational health of its participants.
- Organization/School shall clearly indicate to participants of the training the physical requirements of the course at least two (2) weeks prior to the start date of the training program. Participants must understand that this training includes practice of emergency safety physical intervention which includes physical contact, movement and risk of injury.
- Organization/School shall clearly indicate to participants they are to follow the directions given by JKM Training, Inc. instructors as well as the rules of conduct indicated in the participant's workbook and manual.
- Organization/School shall advise its participants on wearing proper attire (exercise clothing and sneakers).
- Organization/School shall assess all participants to assure they are physically able to participate in the training program prior to the start of the training program.
- Organization/School shall ensure that its employees know they are legally required to report any factors that may increase risk of injury during training. These physical conditions include but are not limited to pregnancy, heart conditions, brittle bones or personal circumstances.
- Organization/School understands that JKM Training, Inc. reserves the right to exclude anyone deemed unsuitable for training on the basis of health, physical status or unprofessional attitude.
- JKM Training, Inc. does not guarantee that the techniques and methods taught in this program comply with all local laws, policy or regulations governing individuals using them. Organization/School should verify this compliance with the appropriate authorities.
- JKM Training, Inc., its owners, and instructors assume no liability for injuries, loss, or damages associated with the misuse, or incorrect application of skills and techniques taught in the program or illegal or inappropriate use of the same whether or not such injury, loss or damage is foreseeable.
- Organization/School shall indemnify, hold harmless and defend JKM Training, Inc. from and against any and all costs, expenses (including reasonable counsel fees), liabilities, losses, damages, suits, action, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person, entity or governmental authority arising out of or in any way connected with this training contract.

SAFE CRISIS MANAGEMENT POLICY REQUIREMENTS FOR CONTRACTED ORGANIZATION/SCHOOL:

Below are the policy requirements for the successful implementation of Safe Crisis Management in service agencies and schools. Organization/Schools utilizing JKM Training, Inc. for the training of personnel as SCM Instructors or for the training of direct service staff in SCM, through this contract, must agree to create policies congruent with those indicated below.

Training Policy:

- Establish Safe Crisis Management as the intervention model staff will use.
- Establish which staff must be trained (suggested all direct contact staff be trained) - comply with all governing bodies.
- The training content
 - Standard SCM curriculum.
 - If using emergency safety physical interventions, a minimum of 3 standing techniques (including extended arm assist with the possibility of multiple-person assists).
 - If using emergency safety physical interventions and policy permits seated/kneeling assists, must teach at least one assist to a seated/kneeling assist.
 - If using emergency safety physical interventions and policy permits floor assists, must teach at least one supine or side assist (cannot teach prone assists only). If floor assists are taught, then instructors must teach how to move from the floor to the seated assist.
 - Emergency safety physical interventions must be size and age appropriate.
 - Any alterations to the standard SCM curriculum must be preauthorized in writing by JKM Training, Inc.

- Time requirements
 - Must comply with all governing bodies and according to best practice standards.
 - Length and frequency of training is dictated by regulations or standards, staff numbers, experience level, etc.
 - Recommended 18 training hours for the staff certification class.
 - Recommended 12 training hours for the staff recertification class.
 - Ongoing training is highly recommended to minimize learning drift (monthly, quarterly).
- Delivery requirements
 - SCM must be delivered by a certified instructor.
 - SCM must have adequate time and space for physical intervention skills practice.
 - JKM Training, Inc. recommends co-facilitation and at least one instructor for every twelve participants.
- Proficiency requirements
 - SCM requires both written and physical skills (assuming emergency safety physical interventions have been taught) testing to verify learning.
 - Failure to pass required testing must have supervisory follow-up. Retraining should be required for those who do not demonstrate appropriate proficiencies. Indicate how many times a staff may be retrained if they continue to fail. Attendance and proficiency measurement must be documented.

Intervention Policy:

- Organization/School's mission
- The conditions requiring emergency safety interventions (harm to self or others) – emphasized as a last resort option.
- Interventions must follow the least restrictive alternative principle.
- Intervention methodology (prevention, de-escalation, emergency safety and after incident).
- Establish which emergency safety physical interventions are permitted for use.
- Adherence to an individual's behavior support plan during any emergency safety intervention.
- A clear indication as to who can physically intervene.
- A clear substitution procedure during emergency safety physical interventions.
- Monitoring and documentation requirements.
- A clear release process during emergency safety physical interventions.
- Documentation that staff have attended training and demonstrated competency and acceptance of the intervention policy.
- Whenever possible, a supervisor or designee be present and approve the use of emergency safety interventions.
- Duration limitations for emergency safety physical interventions should not exceed state law or established accreditation requirements. JKM Training, Inc. requires a time limit of five minutes for prone interventions and a ten minute time limit for all other interventions. Distress factors should be monitored during and after any intervention.
- Adopt goals to reduce the use and duration of emergency safety interventions.

Supervision Policy:

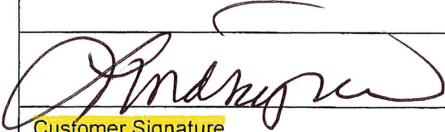
- Should provide supervisors with a clear expectation of the SCM related duties.
- Supervisors should teach, support, monitor and enforce SCM performance expectations.
- Supervisor should be able to identify SCM curriculum priorities; set performance expectations accordingly; observe/review employee performance; provide reinforcement or corrective action; revise SCM priorities as needed.

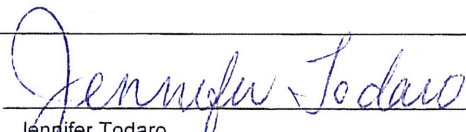
Documentation Policy:

- Should address staff's responsibility to complete accurate incident reports.
- All documentation should be completed prior to the end of the staff's workday.

Evaluation Policy:

- Organization/School should establish an incident review process (often reviewed in a safety or incident review committee).


Customer Signature


Jennifer Todaro
Director of Programs

8/22/2022

June 9, 2022

Date

Date

Please Sign, Date and Return



Johnson Controls Fire Protection LP
195 Limekiln Road
New Cumberland, PA 17070
717.215.0617
Wendy.1.miller@jci.com

PROPOSAL AND SERVICE AGREEMENT

Johnson Controls Contract # 809799	Salesperson: Wendy W. Miller #219950	Date: 12/23/2021
Bill – To Location: Derry Township School District 30 C.E. Granada Avenue Hershey, PA 17033-0000 Bill to # 859522	Ship – To Location: Derry Township School District District Office 30 A E Granada Ave. Hershey, PA 17033-0898 Ship to # 599178	

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

Contract Dates:	7/1/2022 TO 6/30/2023
Scope of Service:	See Contract Details Below
Total Annual Amount:	\$ 1,000.00
Renewal Requirements:	Customer Renewal Purchase Order Required
Billing Frequency:	Annual

CONTRACT SUMMARY

Line Item/Contract Numbers	Location Name	Product	Level of Service	Service Frequency	Inspection Months	Total Annual Amount
809799	District Office	IT Monitoring				\$ 500
		FA Monitoring				\$ 500

Customer Acceptance

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.** This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

DERRY TOWNSHIP SCHOOL DISTRICT

By: Stacy R. Winslow
Name: Stacy Winslow
Title: Superintendent
Date: 7/27/22

PO # (if applicable): _____

JOHNSON CONTROLS FIRE PROTECTION LP

By: Wendy Miller
Name: Wendy Miller
Title: Account Manager
Date: 8/24/2022

License # (if applicable): _____

TERMS AND CONDITIONS

1. **Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. **Payment.** Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Failure to make payment when due will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. **Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the Incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY.** To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of

Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. **Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

9. **Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. **Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. **System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. **Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are

intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Remote Service. If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that

insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement.

(referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. **Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

18. **Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Rev. 4/20

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

19. **Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. **Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. **Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. **Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. **Force Majeure, Exclusions.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. **Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

26. **Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

27. **No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

28. **Default.** An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this

Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

29. One-Year Limitation on Actions; Choice of Law. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

30. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

31. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

32. Headings. The headings in this Agreement are for convenience only.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

35. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

36. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.



Johnson Controls Fire Protection LP
195 Limekiln Road
New Cumberland, PA 17070
717.215.0617
Wendy.1.miller@jci.com

PROPOSAL AND SERVICE AGREEMENT

Johnson Controls Contract # 10314546, 809785	Salesperson: Wendy W. Miller #219950	Date: 12/23/2021
Bill – To Location: Derry Township School District 30 C.E. Granada Avenue Hershey, PA 17033-0000 Bill to # 859522	Ship – To Location: Early Childhood Center 450 R Homestead Road Hershey, PA 17033-1434 Ship to # 465361	

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

Contract Dates: 7/1/2022 TO 6/30/2023
Scope of Service: See Contract Details Below
Total Annual Amount: \$ 4,750.00
Renewal Requirements: Customer Renewal Purchase Order Required
Billing Frequency: Annual

CONTRACT SUMMARY

Line Item/Contract Numbers	Location Name	Product	Level of Service	Service Frequency	Inspection Months	Total Annual Amount
10314546	Early Childhood Center	Fire Alarm	Expert	Annual	June	\$ 3,750
809785		IT Monitoring				\$ 500
		FA Monitoring				\$ 500

Customer Acceptance

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.** This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

DERRY TOWNSHIP SCHOOL DISTRICT

By: Stacy R. Winslow
Name: Stacy Winslow
Title: Superintendent
Date: 7/27/22

PO # (if applicable): _____

JOHNSON CONTROLS FIRE PROTECTION LP

By: Wendy Miller
Name: Wendy Miller
Title: Account Manager
Date: 8/24/2022

License # (if applicable): _____

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. Payment. Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Failure to make payment when due will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences thereof that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY.** To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of

Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are

intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Remote Service. If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that**

insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences thereof that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

I. Authorization. Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement.

(referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **LIMITED UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. **Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

18. **Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Rev. 4/20

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

19. **Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. **Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. **Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. **Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. **Force Majeure, Exclusions.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. **Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

26. **Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

27. **No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

28. **Default.** An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this

Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

29. One-Year Limitation on Actions; Choice of Law. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

30. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

31. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

32. Headings. The headings in this Agreement are for convenience only.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

35. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

36. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.



Johnson Controls Fire Protection LP
195 Limekiln Road
New Cumberland, PA 17070
717.215.0617
Wendy.1.miller@jci.com

PROPOSAL AND SERVICE AGREEMENT

Johnson Controls Contract # 809730	Salesperson: Wendy W. Miller #219950	Date: 12/23/2021
Bill – To Location: Derry Township School District 30 C.E. Granada Avenue Hershey, PA 17033-0000 Bill to # 859522	Ship – To Location: Derry Township School District Hershey Elementary School 450 Homestead Road Hershey, PA 17033-0898 Ship to # 465372	

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

Contract Dates:	7/1/2022 TO 6/30/2023
Scope of Service:	See Contract Details Below
Total Annual Amount:	\$ 1,000.00
Renewal Requirements:	Customer Renewal Purchase Order Required
Billing Frequency:	Annual

CONTRACT SUMMARY

Line Item/Contract Numbers	Location Name	Product	Level of Service	Service Frequency	Inspection Months	Total Annual Amount
809730	Hershey Elementary	FA Monitoring				\$ 500
		IT Monitoring				\$ 500

Customer Acceptance

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.** This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

DERRY TOWNSHIP SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

PO # (if applicable): _____

JOHNSON CONTROLS FIRE PROTECTION LP

By: _____

Name: _____

Title: _____

Date: _____

License # (if applicable): _____

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. Payment. Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Failure to make payment when due will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of

Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are

intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Remote Service. If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. **THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET.** Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that**

insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

I. Authorization. Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement.

(referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. **Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

18. **Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

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Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

19. **Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. **Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. **Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. **Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. **Force Majeure, Exclusions.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. **Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

26. **Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

27. **No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

28. **Default.** An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services; (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this

Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

29. One-Year Limitation on Actions; Choice of Law. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

30. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

31. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

32. Headings. The headings in this Agreement are for convenience only.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

35. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

36. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.



Johnson Controls Fire Protection LP
195 Limekiln Road
New Cumberland, PA 17070
717.215.0617
Wendy.1.miller@jci.com

PROPOSAL AND SERVICE AGREEMENT

Johnson Controls Contract # 10314753, 80921706, 809801	Salesperson: Wendy W. Miller #219950	Date: 12/23/2021
Bill – To Location: Derry Township School District 30 C.E. Granada Avenue Hershey, PA 17033-0000 Bill to # 859522	Ship – To Location: Hershey High School 550 Homestead Road Hershey, PA 17033-0000 Ship to # 465364	

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

Contract Dates:	7/1/2022 TO 6/30/2023
Scope of Service:	See Contract Details Below
Total Annual Amount:	\$ 7,106.00
Renewal Requirements:	Customer Renewal Purchase Order Required
Billing Frequency:	Annual

CONTRACT SUMMARY

Line Item/Contract Numbers	Location Name	Product	Level of Service	Service Frequency	Inspection Months	Total Annual Amount
10314753	Hershey High School	Fire Alarm	Expert	Annual	June	\$ 5,456
80921706		Per Point Monitoring				\$ 1,150
809801		IT Monitoring				\$ 500

Customer Acceptance

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.** This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

DERRY TOWNSHIP SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

Stacy L. Winslow
Stacy Winslow
Superintendent
7/27/22

PO # (if applicable): _____

JOHNSON CONTROLS FIRE PROTECTION LP

By: _____

Name: _____

Title: _____

Date: _____

Wendy Miller
Wendy Miller
Account Manager
8/24/2022

License # (if applicable): _____

TERMS AND CONDITIONS

1. **Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. **Payment.** Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Failure to make payment when due will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. **Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY.** To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of

Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. **Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

9. **Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. **Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. **System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. **Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are

intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Remote Service. If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. **THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET.** Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that

insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement.

(referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. **Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

18. **Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Rev. 4/20

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

19. **Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. **Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. **Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. **Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. **Force Majeure, Exclusions.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. **Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

26. **Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

27. **No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

28. **Default.** An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this

Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

29. One-Year Limitation on Actions; Choice of Law. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

30. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

31. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

32. Headings. The headings in this Agreement are for convenience only.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

35. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

36. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.



Johnson Controls Fire Protection LP
195 Limekiln Road
New Cumberland, PA 17070
717.215.0617
Wendy.1.miller@jci.com

PROPOSAL AND SERVICE AGREEMENT

Johnson Controls Contract # 80921705, 809780	Salesperson: Wendy W. Miller #219950	Date: 12/23/2021
Bill – To Location: Derry Township School District 30 C.E. Granada Avenue Hershey, PA 17033-0000 Bill to # 859522	Ship – To Location: Derry Township School District Hershey Middle School 500 Homestead Road Hershey, PA 17033-0000 Ship to # 465369	

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

Contract Dates: 7/1/2022 TO 6/30/2023
Scope of Service: See Contract Details Below
Total Annual Amount: \$ 1,650.00
Renewal Requirements: Customer Renewal Purchase Order Required
Billing Frequency: Annual

CONTRACT SUMMARY

Line Item/Contract Numbers	Location Name	Product	Level of Service	Service Frequency	Inspection Months	Total Annual Amount
80921705	Hershey Middle School	Per Point Monitoring				\$ 1,150
809780		IT Monitoring				\$ 500

Customer Acceptance

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.** This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

DERRY TOWNSHIP SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

Stacy L. Winslow
Stacy Winslow
Superintendent
7/27/22

PO # (if applicable): _____

JOHNSON CONTROLS FIRE PROTECTION LP

By: Wendy Miller

Name: Wendy Miller

Title: Account Manager

Date: 8/24/2022

License # (if applicable): _____

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. Payment. Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Failure to make payment when due will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY.** To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of

Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are

intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Remote Service. If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that

insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement.

(referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. **Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

18. **Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Rev. 4/20

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

19. **Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. **Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. **Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. **Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. **Force Majeure, Exclusions.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. **Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

26. **Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

27. **No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

28. **Default.** An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this

Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

29. One-Year Limitation on Actions; Choice of Law. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

30. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

31. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

32. Headings. The headings in this Agreement are for convenience only.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

35. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

36. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.



May 25, 2022

Derry Township School District
30C East Areba Avenue
Hershey, PA 17033

Attention: Bob Bixler – bbixler@hershey.k12.pa.us

Reference: Inspection of your Automatic Fire Sprinkler Systems and Fire Pumps at:
Derry Township School District – 30C Areba Avenue, Hershey, PA 17033

Contract Start Date: June 1st, 2022

PRECISION FIRE PROTECTION, INC. would like to submit a price quote of **FOUR THOUSAND EIGHT HUNDRED AND TWENTY-FIVE DOLLARS AND NO CENTS (\$4,825.00) Per Year** to perform (1) Annual Inspection and (3) Quarterly Inspections of the (1) Wet System, (1) Pre-Action System and (1) Backflow Preventer located at Hershey High School, Hershey Middle School, Hershey Elementary School, Early Childhood Center, Maintenance Building and The District Office.

Listed below is a scope of services that are executed during the inspection.

1. Inspect, test and service the fixed fire protection equipment in a workmanlike manner in accordance with a signed contract, and the requirements of the National Fire Protection Association (NFPA 25) Care and Maintenance of Sprinkler Systems.
2. Test sprinkler alarms when facilities and conditions permit according to the procedures suggested by the manufacturer(s) and/or as requested by the insurance authority.
3. Test detection of actuating system and accessory equipment according to the manufacturer's instructions and the requirements of the insurance authority.
4. A report of inspection, test results, services performed and desirable improvements shall be completed on a Inspect Point Inspection Report Form. A copy of this form will be sent to your office and the local AHJ.

97 MECHANIC STREET • REINHOLDS, PA 17569

PHONE 717-484-2642 • FAX 717-336-0735



Please note that should repairs need to be made, they will be performed on a time and material basis or a proposal can be provided. **Service Rates: \$98.00 per man hour during normal business hours and \$147.00 for after hours 24/7 emergency service, 4 hour minimum.**

Such Inspection Service shall cover the items specified on the reverse hereof and shall include supplying minor service type adjustments provided that this shall not include extensions or alterations of the sprinkler system or the furnishing of replacement sprinkler heads or devices or any other major work.

It is understood that the contractor by providing such inspection and by making such adjustments as may be required does not warrant the condition or operation of the system inspected.

The term of this agreement shall be continuous from date approved for (3) Years with an optional 4th Year. Contract may be terminated by either party with at least thirty (30) days advance written notice to the other.

If any equipment shall have been installed in addition to that existing at the date of this contract the annual inspection service charge above provided shall be increased in accordance with prevailing rates effective as of the first inspection of such additional equipment.

Should you need any additional information regarding the above services, please feel free to contact this office. If you are interested in our service, upon approval of contract, please sign and return one copy to our office.

Sincerely,

PRECISION FIRE PROTECTION, INC.

A handwritten signature in black ink, appearing to read "Rodney Nussbaum", written over a horizontal line.

Rodney Nussbaum
Service Manager

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to read "Rodney Nussbaum".
Signature

8/22/22
Date



*Creative Solutions for Parking,
Security and Beyond!*

PSX Inc. | PHILADELPHIA

708 Terminal Way, Kennett Square, PA 19348
610.444.8210 | 800.562.3286 | www.psxgroup.com

July 7, 2022

Derry Township SD
Phil Ayala
30 E. Granada Ave.
Hershey, PA 17033

RE: S2 SSA Licenses & Security Maintenance

Dear Phil,

Thank you for the opportunity to present our Standard & Premium Maintenance Agreement proposal. As requested, PSX is providing Derry Township SD with the S2 SSA renewal licenses included in each option.

Scope of Work – Access Control & Intrusion

Standard Maintenance

- Provide & Install (1) Year Standard S2 SSA Access Control Licenses & Software Support

Premium Maintenance Agreement – Access Control & Intrusion

- Provide & Install (1) Year Standard S2 SSA Access Control Licenses & Software Support
- PM Inspection of Intrusion System – Test all intrusion devices (555) one time per year
- PM Inspection of Access Control – Test all access control devices (247) one time per year

Select Option Below:

 X **OPTION 1 – STANDARD SUSP (1) YEAR SSA - TOTAL PROJECT COST: \$8,700.00**

 **OPTION 2 – PREMIUM MAINTENANCE AGREEMENT ACCESS CONTROL & INTRUSION
TOTAL PROJECT COST: \$24,005.00 (Includes option #1)**

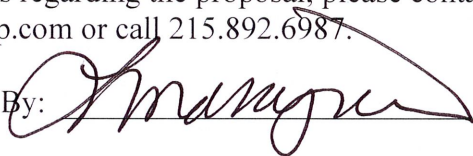
Notes:

- Payment Terms: 30% down, balance payment due net 30 after project completion.
- Above pricing includes working hours Monday – Friday during normal business hours using preferred non-union/non-prevailing wage PS^X labor.
- S2 Video SUSP costs are not included. The district received free S2 SUSP Video licenses for this year from S2.
- Customer to provide all user information, pictures, schedules, time zones, access groups, new access control cards, high voltage outlets as necessary, data outlets as necessary, rack-
- Above system design and parts list is based on the customer requested system functionality. Any additional parts or labor other than those listed above will be provided at an additional cost.
- Above pricing excludes the cost for sales tax, which will be added to the final invoice.
- Service and maintenance agreements can be provided at additional costs.
- The software listed in this proposal includes a standard manufacturer's warranty. Any product defects, or warranty issues, will be handled by the manufacturer(s) listed in this proposal.
- This proposal assumes that all existing hardware and software are functioning properly. Any additional work needed will require change order approval.

Thank you again for the opportunity to present this solution to you. Once this proposal is agreed upon, please fax a signed copy with the purchase order number to (610) 444-9646 or email the authorized copy to me.

If you have questions regarding the proposal, please contact me directly via email at al.mandia@psxgroup.com or call 215.892.6987.

Agreed & Accepted By: _____



Sincerely,
Al Mandia

Albert Mandia

Senior Account Manager

Email: al.mandia@psxgroup.com | **Office:** 610.444.8210 | **Cell:** 215.892.6987



**Creative Solutions for Parking,
Security and Beyond!**

PSX Inc. | PHILADELPHIA

708 Terminal Way, Kennett Square, PA 19348
610.444.8210 | 800.562.3286 | www.psxgroup.com

July 7, 2022

Derry Township SD
Phil Ayala
30 E. Granada Ave.
Hershey, PA 17033

RE: S2 SSA Licenses & Security Maintenance

Dear Phil,

Thank you for the opportunity to present our Standard & Premium Maintenance Agreement proposal. As requested, PSX is providing Derry Township SD with the S2 SSA renewal licenses included in each option.

Scope of Work – Video

Standard Maintenance

- Provide & Install (1) Year Standard S2 SSA Video Licenses & Software Support

Premium Maintenance Agreement – Video

- Provide & Install (1) Year Standard S2 VIDEO SSA (No Charge 2022)
- PM Inspection of Cameras – Clean, Adjust, Focus all cameras (165) one time per year
- Bucket Truck Rental

Select Option Below:

X **OPTION 1 – STANDARD SUSP (1) YEAR VIDEO SSA - TOTAL PROJECT COST: NC 2022**

**OPTION 2 – PREMIUM MAINTENANCE AGREEMENT VIDEO TOTAL PROJECT COST:
\$17,245.0 (Includes Option #1)**

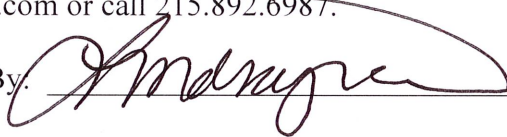
Notes:

- Payment Terms: 30% down, balance payment due net 30 after project completion.
- Above pricing includes working hours Monday – Friday during normal business hours using preferred non-union/non-prevailing wage PS^X labor.
- S2 Video SUSP costs are not included. The district received free S2 SUSP Video licenses for this year from S2.
- Customer to provide all user information, pictures, schedules, time zones, access groups, new access control cards, high voltage outlets as necessary, data outlets as necessary, rack-
- Above system design and parts list is based on the customer requested system functionality. Any additional parts or labor other than those listed above will be provided at an additional cost.
- Above pricing excludes the cost for sales tax, which will be added to the final invoice.
- Service and maintenance agreements can be provided at additional costs.
- The software listed in this proposal includes a standard manufacturer's warranty. Any product defects, or warranty issues, will be handled by the manufacturer(s) listed in this proposal.
- This proposal assumes that all existing hardware and software are functioning properly. Any additional work needed will require change order approval.

Thank you again for the opportunity to present this solution to you. Once this proposal is agreed upon, please fax a signed copy with the purchase order number to (610) 444-9646 or email the authorized copy to me.

If you have questions regarding the proposal, please contact me directly via email at al.mandia@psxgroup.com or call 215.892.6987.

Agreed & Accepted By: _____



Sincerely,

Al Mandia

Albert Mandia

Senior Account Manager

Email: al.mandia@psxgroup.com | **Office:** 610.444.8210 | **Cell:** 215.892.6987

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Derry Township School District - 25680

PO Box 898

Hershey, PA 17033-0898

Contact: Traci Landry - (717) 534-2501

Email: tlandry@hershey.k12.pa.us

Reference ID: 539584

Quote Summary

School Count: 3

Renaissance Products & Services Total	\$8,880.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$8,880.00

This quote includes: Renaissance Star Math.

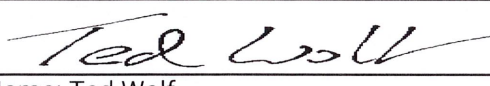
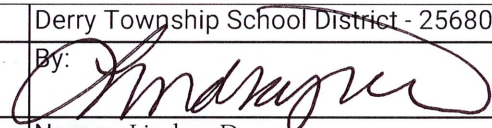
By signing below, you

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy/>.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Derry Township School District - 25680
	By: 
Name: Ted Wolf	Name: Lindsay Drew
Title: VP - Corporate Controller	Title: Board President
	Date: 8/22/2022
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Marcus Bernhard at (724)510-3854, Thank You.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote Details

Hershey Early Childhood Center - 2102758

Products & Services	Subscription Period	Quantity	Unit Price	Total
Applications				
Star Math Subscription	09/01/2022 - 08/31/2023	275	\$5.20	\$1,430.00
Platform Services				
Annual All Product Renaissance Platform	09/01/2022 - 08/31/2023	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Hershey Early Childhood Center Total			USD \$2,180.00	

Hershey Intermediate School - 2437717

Products & Services	Subscription Period	Quantity	Unit Price	Total
Applications				
Star Math Subscription	09/01/2022 - 08/31/2023	500	\$5.20	\$2,600.00
Platform Services				
Annual All Product Renaissance Platform	09/01/2022 - 08/31/2023	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Hershey Intermediate School Total			USD \$3,350.00	

Hershey Primary Elementary School - 25682

Products & Services	Subscription Period	Quantity	Unit Price	Total
Applications				
Star Math Subscription	09/01/2022 - 08/31/2023	500	\$5.20	\$2,600.00
Platform Services				
Annual All Product Renaissance Platform	09/01/2022 - 08/31/2023	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Hershey Primary Elementary School Total			USD \$3,350.00	

RENAISSANCE®

Quote
2822841

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

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P.O. Box 228, Akron, PA 17501

Phone: (717) 371-2300

E-Mail: rlclarke@rlclarke.com



Date: JUNE 01, 2022

AGREEMENT FOR WATER TREATMENT SERVICES

COMPANY NAME: DERRY TOWNSHIP SCHOOL DISTRICT

PHONE: 717-531-2202

ATTENTION: MARK ANDERSON – FACILITIES DIRECTOR

FAX: 717-533-6613

ADDRESS: 30 C EAST GRANADA AVENUE

E-MAIL: manderson@hershey.k12.pa.us

HERSHEY, PA 17033

CC: sdaub@hershey.k12.pa.us

TERMS OF THIS AGREEMENT REMAIN IN EFFECT FOR THE FOLLOWING TIME PERIOD:

BEGINNING: JULY 1, 2022

ENDING: JUNE 30, 2023

TYPE OF AGREEMENT:

- SERVICE ONLY** Monthly on-site service. (1 hour(s) maximum provided per month. Additional hours will be invoiced at a rate of \$ 95.00 per hour. Products may be purchased at a discounted rate of 20% off of the manufacturer's suggested list pricing.
- X **SERVICE / PRODUCTS** Monthly on-site service. (3 hour(s) maximum provided per month. Additional hours Will be invoiced at a rate of \$ 95.00 per hour). Include the appropriate formulas and amounts of water treatment products to effectively treat the system(s) covered under this agreement.
- X **OTHER – SPECIAL CONDITIONS:** Products included for HVAC closed loop systems: Up to 60 gallons of B-CST Nitrite Inhibitor Treatment. Monthly analytical testing of hot and chilled water HVAC systems as required by seasonal conditions.

SERVICES:

Standard services provided as part of this agreement will include without being limited to the design and implementation of a treatment program with monthly on-site system fluid sampling, analytical testing of the fluid(s), evaluation of these test results and a computer generated service report with the recommend procedures required to properly maintain the treatment program.

We assume no responsibility for mechanical failures or system equipment malfunctions that upset the normal operation of a customer system(s) or that create fluid losses within those systems and that ultimately affect the treatment program parameters.

Customer agrees to repair or replace any faulty system equipment, parts, plumbing components, etc. in a timely manner so that minimal loss of treated system fluids and / or minimal equipment damage occurs. It is the customer's responsibility to notify RLC Ent. Inc. of any repairs or system fluid losses immediately after the incident. Cost for replacement of treatment chemicals lost from a recirculating water system will be provided at additional expense to the customer. Please notify us as to when your system fluid and fire-side inspections are scheduled to occur so that we may also inspect them so that we can properly evaluate the current treatment program. Labor, repair and / or replacement costs of any chemical feed or monitoring equipment that is out of manufacturer's warranty, will be replaced and invoiced at the time of installation.

NEW HVAC CONSTRUCTION, UPGRADES OR SYSTEM REPAIRS DURING THE TERM OF THIS AGREEMENT:

Under the terms of this water treatment service agreement between Derry Township School District (DTSD) and R.L. Clarke Enterprises, Incorporated (RLC), it is the responsibility of any engineering firm, mechanical or plumbing contractor hired by DTSD to contact RLC and discuss how their work will affect the proposed system(s) water-side so that plans, procedures and schedules can be put in place for optimal pacification and protection perimeters that can be implemented for cleaning and proper protection to system waterside components from corrosion, scale and biological concerns. Discussion of system components, valves, piping and types of metals that will be present should be discussed during this conversation.

As part of this agreement RLC will provide up to three hours of consultation for this discussion. Additional hours will be billed at our current hourly rate at the time of service.

RLC is contracted by DTSD to provide the services and products listed as part of this agreement. RLC does not sub-contract our services or products.

RLC products can be purchased by the mechanical and / or plumbing contractor awarded the job at DTSD to clean and treat the HVAC system(s). Products recommended by RLC will be chemically compatible with those products that are in current use or are used in similar systems as part of an HVAC water treatment program on campus.

BILLING TERMS:

An invoice will be issued and dated July 1, 2022 as per the request of Mark Anderson, Facilities Director, Derry Township School in the amount of \$ 9,981.20 (the total cost of this year's agreement). Payment will be due on or before the last day of the month in which it was issued. Failure by the customer to make payments as specified and / or to keep their account current will lead to the cancellation of this agreement.

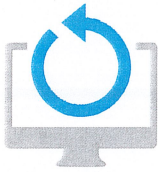
CANCELLATION OF THIS AGREEMENT:

This agreement is in effect for the period previously stated or one year from the date when service begins. R.L. Clarke Enterprises, Inc. reserves the right if deemed necessary to cancel this agreement by providing a thirty-day written notice to the customer. Upon termination of this agreement, any unused treatment products or equipment that is owned by R.L. Clarke Enterprises, Inc. will be returned by the customer in good condition (normal use and wear). Any equipment not in good condition will be repaired or replaced at the expense of the customer. Customers wishing to cancel this agreement must do so by giving a thirty-day written notice of their intent. The Customer will remain obligated to the terms and conditions of this agreement during this period. Any outstanding account balances will need to be paid and brought to a zero balance before the customer will be released from this agreement.

We the undersigned agree to all of the conditions contained within this Water Treatment Service Agreement. We have read and understand the obligations and conditions that are to be met by all parties.

SIGNATURE:  DATED: 8/22/2022
REPRESENTING: DERRY TOWNSHIP SCHOOL DISTRICT

SIGNATURE:  DATED: 06 /01/2022
PRESIDENT, R.L. CLARKE ENTERPRISES, INC.



SecondLifeMac

Buyback Quote

Number: 00005048

Date: 7/21/22

Signature due by: 8/10/22

Receive products by: 8/31/22

Traci Landry
Derry Township School District
Hershey, Pennsylvania 17033
United States
tlandry@hershey.k12.pa.us
7175342501

Megan Finnegan-Ratliff
Second Life Mac
7603 New Gross Point Road
Skokie, Illinois 60077
United States
megan@secondlifemac.com
(614) 562-9575

Confidentiality

This Purchase and Sale Agreement (this "Agreement") and the information contained is strictly confidential and may not be shared or distributed to any third party, in whole or part, without Second Life Mac's express written permission. Upon mutual execution of this Agreement, Customer hereby agrees to sell and Second Life Mac hereby agrees to purchase the equipment listed below in accordance with the terms and conditions of this Agreement.

Product	Line Item Description	Quantity	Buy Price	Total Price
iPad 5th Gen 9.7" (32GB)		588	\$85.00	\$49,980.00
iPad 6th Gen 9.7" (32GB)	Broken	71	\$15.00	\$1,065.00
iPad mini 2nd Gen (32GB)		88	\$15.00	\$1,320.00
MacBook Pro "Core i7" 2.9 13" (2012) - MD102LL/A		66	\$50.00	\$3,300.00
Other Mac		58	\$15.00	\$870.00
Maximum Value				\$56,535.00
Minimum Guarantee				\$33,930.00
Total Value of Deductions Waived				\$11,078.00

Guarantee

All units quoted with Grade A prices. Grade B = 85%. Grade C = 70%. Grade D = 50%. Grade F = 5%.

This quote is guaranteed until 8/31/22 when signed on or before 8/10/22.

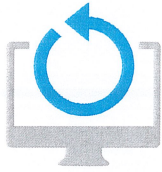
All products must be received on or before 8/31/22.

The Minimum Guarantee reflects the minimum payment that will be paid on working devices (Grades A-D). If the audit results reflect a higher payment than the Minimum Guarantee, SecondLifeMac will pay the higher amount. Any additional deductions from missing accessories, cables, and chargers, will be calculated after the Minimum Guarantee.

The Minimum Guarantee is based on the quoted working (Grades A-D) quantity of devices. If the actual number of working devices is different than the quoted quantity, the Minimum Guarantee will be recalculated.

Pick-Up and Shipping

Second Life Mac provides all shipping supplies and delivery expenses at no additional cost.



SecondLifeMac

Buyback Quote

Number: 00005048

Date: 7/21/22

Signature due by: 8/10/22

Receive products by: 8/31/22

Second Life Mac also offers a full-service on-site solution that provides convenience and security. All logistics and material handling responsibilities are completed by a dedicated team of full-time employees of Second Life Mac and coordinated by a dedicated Project Manager. Our Project Manager will collect the requirements for each site location(s) and present a comprehensive plan. Full-service includes our custom packaging, zero-touch packing, and loading. Finally, all of the assets are transported directly from the point(s) of origin directly to our secure 42,000 sq. ft. facility in Skokie, IL. This solution is provided at no additional cost.

Deductions

Any products received after 8/31/22, a 10% deduction will apply and continue to apply every 30 days thereafter.

All products must be unlocked upon receipt or payment will be delayed.

Any products locked 30 days after pick-up, a 10% deduction will apply and continue to apply every 30 days thereafter.

Any remaining locked units will have 100% deduction and recycled responsibly.

WAIVED - Case and asset tag removal - \$5 / product

Factory engraving removal - \$10 / product

WAIVED - iPhone / iPad charging cable replacement - \$4 / product

WAIVED - iPhone / iPad OEM power adapter replacement - \$5 / product

Mac desktop keyboard or mouse replacement - \$25 / product

Mac desktop power cable - \$15 / product

Mac laptop OEM power adapter replacement - \$30 / product

Terms

Except as otherwise herein provided, Second Life Mac makes no representations or warranties of any kind, and Customer hereby waives any right to any other express or implied representations or warranties of any kind relating to the transactions contemplated by this Agreement.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and shall modify and supersede any prior agreement or discussion relating to such subject matter. This Agreement and the parties' rights and obligations hereunder may not be assigned without the prior written consent of the other party hereto. This Agreement may not be amended or supplemented other than by means of a written instrument duly executed and delivered by each of the parties hereto. This Agreement may be executed in multiple counterparts. Facsimile or .pdf copies of the signature page hereof shall be deemed originals and shall be binding for all purposes.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois. All claims or proceedings arising out of or related to this Agreement shall be litigated in courts located within Chicago, Illinois, and both parties hereby consent and submit to the jurisdiction of any local, state or federal court located in Chicago, Illinois. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

In the event of any suit or other proceeding between the parties related to this Agreement or any rights or obligations hereunder, the substantially non-prevailing party shall pay the substantially prevailing party's reasonable legal fees and expenses, in addition to such other damages as may be awarded.

By signing below, you have reviewed and accepted the above quote submitted by Second Life Mac for the purchase of the listed equipment and acknowledge that they will form part of and be incorporated into this agreement through its completion. Ownership of devices transfers to Second Life Mac once devices shipped or are picked up by Second Life Mac personnel.



SecondLifeMac

Buyback Quote

Number: 00005048

Date: 7/21/22

Signature due by: 8/10/22

Receive products by: 8/31/22

Derry Township School District

My Fav Electronics, Inc. d/b/a Second Life Mac

Signature: _____

Name: _____

Lindsay Drew

Date: _____

8/22/2022

Signature: _____

Name: _____

Megan Finnegan-
Ratliff

Date: _____

7/21/2022

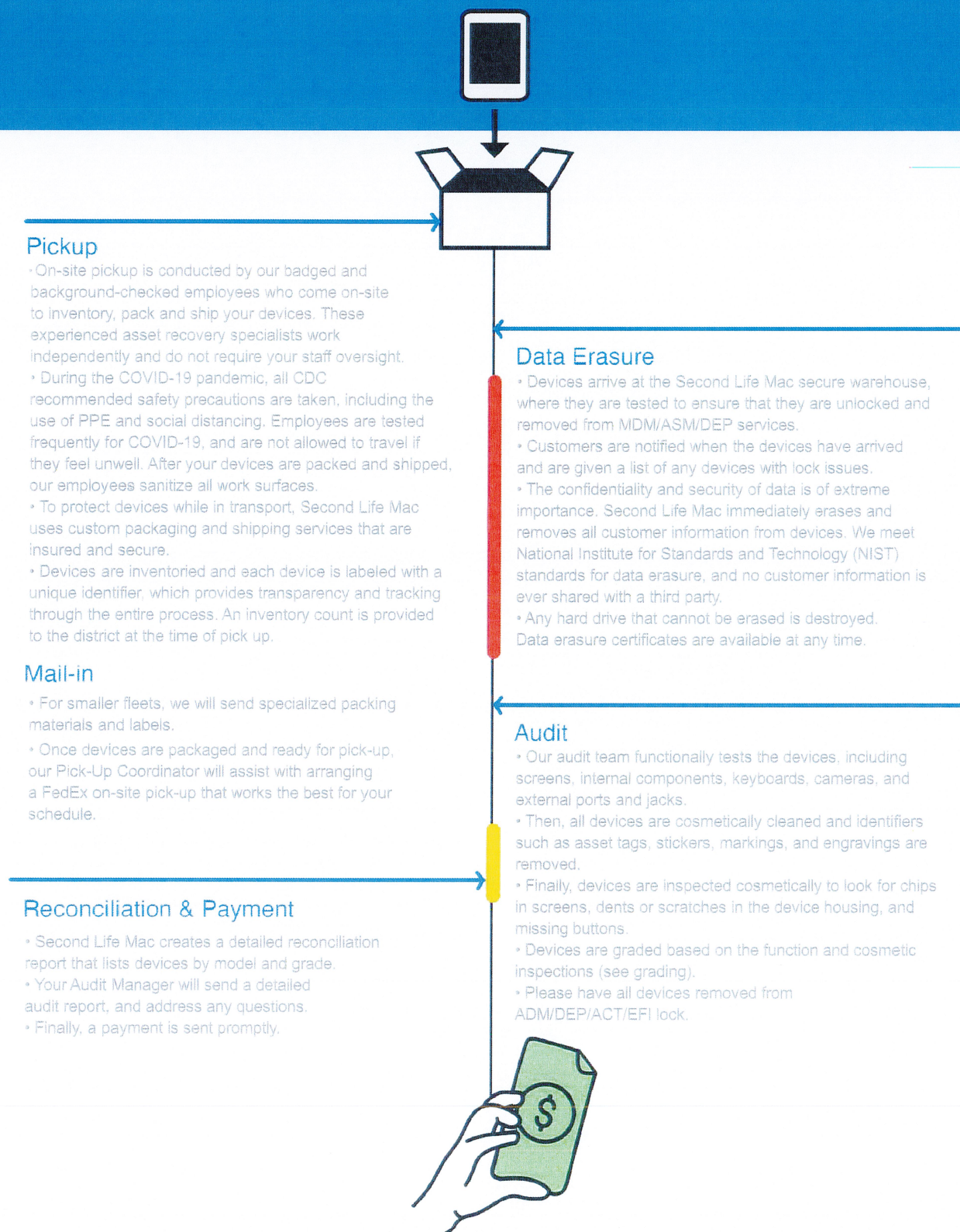
SecondLifeMac

Our Grading Scale.

iPad	
A	Like New condition. No blemishes.
B	Light signs of wear including 1 or 2 minor blemishes on exterior of device. LCD has no white spots.
C	Normal signs of wear including usual scratching on back of device and around all ports. Corners may have light dings and screen may have scratching (no deep scratches). LCD will not have any noticeable white spots.
D	Heavy signs of wear including heavy scratching on the exterior of the device, dings on up to 4 corners, and deep scratches on the screen. Screen may be slightly lifted.
F	Has a functional defect and/or extreme cosmetic damage. Defective components include: Screen, LCD, Volume Buttons, Microphone, Speaker, Power/Home Buttons, Headphone Jack, Battery, Wi-Fi Cable, Camera, Charging Port. Condition will vary.
Mac	
A	Like New condition. No blemishes.
B	Light signs of wear including 1 or 2 minor blemishes on exterior of device. Screen is free of pressure marks. LCD has no white spots.
C	Normal signs of wear on exterior of device and around ports. Corners may have light dings and screen may have scratching (no deep scratches). LCD will not have noticeable white spots, may have light pressure marks on screen.
D	Heavy signs of wear including excessively bent corners, scratches/dents on the exterior and possible deep scratches/pressure marks on the screen. LCD may have white spots/dead pixels.
F	Has a functional defect and/or extreme cosmetic damage. Defective components include: Screen, LCD, Headphone Jack, Ports, Trackpad, Battery, Logic Board, Hard Drive, Camera, Speaker, Keyboards/Missing Keys, Wi-Fi Cable. Condition will vary.



Our Procurement Process



From Pick-Up to Payout

Step 6: Receive our Audit & Payout

Your DP/AE will reach out to review your completed audit once it is finished. Your payout will follow 1-2 weeks after the audit process.



Step 5: Receive A Delivery Confirmation From SLM

Johnny Barber, our Procurement Operations Manager, will send you an email confirmation once the warehouse has received your shipment. Johnny will also confirm that all devices have been unlocked for a seamless audit process.



Step 1: Unlock Your Devices

To start the process, *all* devices must be removed from *all* of the following:

- Apple Device Enrollment Programs (DEP)
- Mobile Device Management (MDM)
- Activation Lock
- Firmware Passwords
- iCloud Accounts



Step 2: Confirm You're Ready For Shipping Materials

The hardest part is done! Now, let's get to shipping. Simply email your DP/AE and our Pick-Up Coordinator, Dominick De Luca to confirm that your devices are unlocked and that you're ready to receive packaging supplies and shipping form(s). Dominick will send these to the predetermined location(s) that you and your DP have outlined.



Step 4: FedEx Pick-Up

FedEx will collect your devices and deliver them safely to our Second Life Mac headquarters and secure warehouse in Skokie, Illinois.



Step 3: Pack Your Unlocked Devices

Using the secure packaging provided by SLM, complete the self-packing process. When all of your unlocked devices are packed and ready for FedEx pick-up, simply email your DP/AE and Dominick the following:

- The completed shipping form
- An accurate device count



**Are you
sure your
devices
are unlocked?**

Your SLM Team

Dominick De Luca

Pick-Up Coordinator
(847) 410-5508 x 412
dominick@secondlifemac.com

Johnny Barber

Procurement Operations Manager
johnnyb@secondlifemac.com



SecondLifeMac

Our Data Erasure Policy and Procedure.

SecondLifeMac understands that data security is of utmost importance to all of our customers. The successful removal of all user data requires the highest standards in software and processes. To ensure that sensitive customer information is not exposed during or after our audit process, we have partnered with [Blanco Technology Group](#), a leading global provider of mobile device diagnostics and data erasure. Compliant with all state, federal and international data privacy regulations and guidelines, including DoD 5220.22 M, NIST 800-88 and NISD, our state of the art erasure software meets the most accurate erasure standards.

Data Sanitization is the process of deliberately, permanently and irreversibly removing or destroying the data stored on a memory device to make it unrecoverable. By overwriting the data on the storage device, the data is rendered unrecoverable. There are three methods to achieve Data Sanitization: Physical Destruction, Cryptographic Erasure and Data Erasure. Data Erasure, or the software overwrite of data, is the method primarily used by SecondLifeMac.

All equipment received by SecondLifeMac is handled by authorized personnel and stored in a secure, monitored and locked facility. The facility is monitored by security cameras and a Brinks alarm system. A SecondLifeMac employee destroys data on all hard drives received according to the following procedures:

- 1x data overwrite: BMDE software (Blanco Mobile Device Erasure) was used on mobile electronic devices to overwrite all addressable storage and indexing locations on the drive one time with zeros (0x00) and then verified.
- NIST 800-88 Purge: BDE Software (Blanco Device Erasure) was used on hard drives to overwrite all addressable storage and indexing locations including Host Protected Areas (HPA's) and random characters, and then verified.

Once all data is removed from the devices, the Data Erasure software produces a tamper-proof certificate containing information that the erasure has been successful and written to all sectors of the device, along with data about the device and standard used. We have designed our audit process in this manner to ensure that no device ever leaves our facility with client information remaining on the device.

In the event of extreme cosmetic damage and physical destruction of the device and/or hard drive being required, we partner with local Chicago-based recycling service, Belmont Trading Company, an R2 Standard, e-Stewards, OHSAS 18001 Health and Safety, ISO14001 and ISO 9001 Quality Certified company. In addition to these certifications, Belmont Trading Company works in compliance with Sarbanes-Oxley, Gramm-Leach- Bliley (GLB) and Health Insurance Portability and Accountability Act (HIPAA) requirements.

Upon completion of the audit process, SecondLifeMac can provide a certificate of data erasure acknowledging the removal of all user data from received devices. Any specific requests not outlined above can be accommodated.



Responsible™
Recycling





Certificate of Registration

Certificate Number:
C0522433-R22

This certifies

Certificate Issue Date:
26-Jul-2021

Belmont Trading Company

Registration Date:
21-Jul-2021

900 Corporate Grove Drive
Buffalo Grove, Illinois, 60089, United States

***Expiration Date:**
30-Jun-2023

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

Responsible Recycling® (R2):2013

as applied by the R2 code of practices

The organization has been audited by a certification body that is in conformance with ISO/IEC 17021 requirements and applicable ANAB requirements

Scope of Registration:

Reuse of mobile devices and recovery of telecommunication equipment.

Authorized by:

A handwritten signature in black ink, appearing to read "Jennifer Morecraft".

Jennifer Morecraft
Senior Managing Director
NSF-ISR

Issued by:

NSF International Strategic Registrations (NSF-ISR)
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Touchless Trade-In™

Introducing a drive-thru drop-off program with proprietary technology that enables the collection of devices for a fleet refresh—all while maintaining safe social distancing between students, parents and administrators.

EVENT ANNOUNCEMENT

Through an automatic text and/or email, students are notified of the *Touchless Trade-in* event date, time and location.



STUDENT VERIFICATION

The students confirm name, grade and the unique identifier of the devices they are returning.



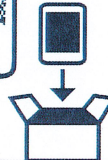
INDIVIDUAL QR CODE

After responding, students instantly receive a confirmation message that includes a QR code and details next steps.



DRIVE-THRU DROP OFF

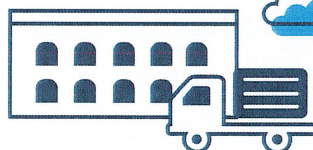
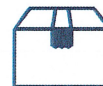
The day of the event, students or parents drive to the designated location and show their QR codes. Codes are scanned by a Second Life Mac technician wearing protective gear. This approves the removal of students' devices from the school's Device Enrollment Program (DEP).



Next, the student or parent drives up to a specially designed drop-off box and safely places the device inside. No one else will be near the box, and the only objects that students or parents touch are their own devices.

SEAL AND TRANSPORT

Once a drop-off box is full, a Second Life Mac technician securely seals it and replaces it with an empty carton. Immediately following the event, the boxes are transported to the secure Second Life Mac warehouse.

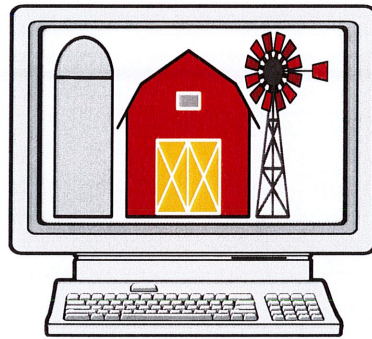


FROM AUDIT TO PAYOUT

In the warehouse, the devices are sanitized, audited, refurbished and prepared for re-sale. Schools swiftly receive a grading report and payout from Second Life Mac. Please see your bid estimate for exact terms.



**BUY & SELL
USED
COMPUTER
EQUIPMENT**



**1460 NEWVILLE RD.
CARLISLE, PA 17015
(717)258-9663
(717)258-9353 FAX**

The Computer Barn Inc.

To: Derry Township School District

06/10/22

The Computer Barn, Inc. has removed computers and formatted or scrapped all hard drives under the following:

1. All useable hard drives have been zero filled to remove existing partitions and repartitioned all drives into one 100% partition. Any and all data is removed when the zero fill process is complete.
2. All drives that couldn't be zero filled or were too low of a capacity and deemed to be scrap were be pulled from machines for destruction and sent to be shredded to render them inoperable.
3. All drive wiping was done on site at The Computer Barn, Inc, shredding of drives will be done at an R2 certified recycler.

In addition to the computers previously mentioned, The Computer Barn, Inc. removed all other computer hardware that was to be recycled. Disposal of all hardware will follow Federal and State regulations.

Computer hardware has had all stickers, logos, or any other type of asset tags or company information on it physically removed.

The Computer Barn, Inc. offers the above services in exchange for the equipment picked up and some recycling or pick up fees may need to be applied.

A handwritten signature in black ink that reads "Ned S. Kerstetter".

Ned S. Kerstetter
President / The Computer Barn, Inc.

A handwritten signature in blue ink that reads "Michele Ager".

Board approved 8/22/22
Michele Ager
School Board Secretary



Authentic, Relevant, Engaging

Proposal for *WOL Institute* Services: 2022-2023 School Year

Call for World Language Instruction

The Hershey School District has a need for virtual language instruction. In order to meet the needs of students, we will offer a variety of options that provide students with high-quality teaching and content with *possibilities* in the following scope: Spanish, French, German, Latin, Arabic, Portuguese, Japanese, Chinese, ASL, Elementary and Exploratory Languages.

Conceptual Agreement

The World of Learning Institute (WOL), will provide Hershey SD with instruction in French, German, Japanese, Latin, Spanish and other languages as needed, in an online format. Working closely with the leadership team at Hershey SD, the WOL Institute will provide a customized and flexible format for instruction using synchronous, face-to-face online instruction and asynchronous content to acquire learning that aligns with the goals of Hershey SD in the target language. We will work with Hershey SD to focus on growing the capacity of its program to ensure optimal educational opportunities for its students.

Objectives

Learners at Hershey SD:

- Will receive high-quality World Language instruction in a virtual format, with the possibility of expanding offerings to students in other languages as needed.
- Embrace the challenges of the traditional classroom and promote a growth mindset.

Value Added

Learners of Hershey SD, through the use of virtual learning tools, will have both live and asynchronous instruction that facilitates the competent acquisition of learning to:

- Create an authentic learning community for World Language learning
- Instill student ownership of learning through customization, flexibility, and a variety of opportunities to demonstrate competency in the target language
- Create opportunities for staff to expand their competency in virtual instruction

Measures of Success

Progress toward the district goals will be measured by:

- Accommodating live instruction schedules in times that work within the daily schedule
- Students will successfully complete and demonstrate competency in the target language
- Successful evaluations of IU8 Learning Facilitators and Program Administrators
- Evidence of learning as seen through informal/formal observations of staff



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Joint Accountability

World of Learning Institute (IU08) agrees to:

- Offer appropriate online, face -to- face, and asynchronous learning aligned with ACTFL standards.
- Provide timely communication around assignments, instruction, and grading.
- Share successes and concerns with Hershey SD facilitators and the administrative team.
- Fully include Hershey SD as partners in developing, implementing and sustaining a high-quality learning program.

Hershey School District agrees to:

- Provide reasonable access to appropriate individuals within the district to facilitate the technology and instructional environment for students
- Appropriate technology and support for students
- Work with World of Learning Institute in scheduling, relevant training, and consultation

OPTIONS

World of Learning Institute will lead, facilitate, and manage World Language Instruction through synchronous and asynchronous online learning through the IU8 World Language curriculum and platform. Students will begin instruction at the start of the 2022-2023 school year with the possibility of earning a full-credit or half-credit based on need.

Instruction Proposed (beginning _____, adjusted as needed):

- Live Instruction 1x, 2x or 3x a week for 50 minutes
- Seats for approximately ____ students in all requested languages
- Support for the district facilitator and other Hershey SD staff

Service	Sessions/week	Cost	Enrollments*	Total
Option 1: <i>WOL Experience Package Level 3</i>	French, German, Japanese, Latin, Spanish and others as needed - Instruction with Live Sessions 3x/week	\$600/learner/semester		



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Option 2: WOL Experience Package Level 2	French, German, Japanese, Latin, Spanish and others as needed - Instruction with Live Sessions 2x/week	\$455/learner/semester		
Option 3: WOL Experience Package Level 1	French, German, Japanese, Latin, Spanish and others as needed - Instruction with Live Sessions 1x/week	\$425/learner/semester		
Other Options				
WOL Introductory Package - Level 1	Choice of language(s) 1x/week with activities and no graded assignments.	Ask for specific quote		

*The number in this proposal is an estimate of the number of students who will be enrolled in the program. You will be billed for the total number of seats filled at the 10-day drop period.

**Any additional enrollments prior to quarter two will be billed at the full semester rate.

*** Textbook cost may be associated – not included in the quote.

Timing

Implementation of this agreement will occur between August 19, 2022– June 30, 2023.

We assess a single project fee each semester for our services so you can have control over your budget. Within the objectives outlined above, the World of Learning Institute will commit as much time as necessary to fulfill those objectives.

Total Cost:

Please select 1 option.

 X Option 1 - enrollment(s) \$600/enrollment/semester 2022-2023 total:
 Option 2 - enrollment(s) \$455/enrollment/semester 2022-2023 total:
 Option 3 - enrollment(s) \$425/enrollment/semester 2022-2023 total:
 Option 4 or other options



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*The number in this proposal is an estimate of the number of students who will be enrolled in the program. You will be billed for the total number of seats filled at the 10-day drop period.

Payment Terms for the 2022-2023 SY:

100% of the selected Option value is required within 15 days of the 10-day drop period. A purchase order for service will serve as an acceptance of this proposal. Billing for service will occur at the end of the 10-day drop period each semester (start date is negotiable). Payments will be made to Appalachia IU8.

For: **Hershey School District**

Signature: _____

Date: 8/22/2022

Name: Lindsay Drew

Title: School Board President

Hershey SD

For: **Appalachia IU08**

Signature: _____

Date: 10/28/2022

Name: Patricia Mulroy, D. Ed.

Title: Supervisor, WOL Institute

Appalachia IU08

Please provide the contact information (name and email) of the person responsible for roster checks at the 10-day drop, prior to invoice: Laurie Wade, lwade@hershey.k12.pa.us

Please provide the contact information (name and email) of the person responsible for paying the invoice if it is different from the person above: accounts payable, ap@hershey.k12.pa.us

Vendor

Elementary School				
Facility Study	Proposal for updating and enhancing the district-wide feasibility study to provide recommendations for the Elementary School facilities	RLPS	Summer/Fall 2022	9,500

Middle School				
Auditorium Upgrades	Lighting		Summer 2023	\$200,000
Structural Repair - Concrete Beam	Replace steel beam in the MS			\$60,000
Library Dehumidification	Installation of new hot water heating coil to be used for reheat dehumidification purposes during spring/summer when the unit is in cooling mode. New hot water piping.	Trane	Summer, 2022	\$57,775

High School				
Traffic Assessment	Proposal for a traffic assessment based on vehicle counts at intersections on Homestead Road, review of PennDot's traffic signal permit plan, recommendations for geometric and/or traffic control improvements			\$8,000
Sinkhole Remediation	Sinkhole remediation and repair recommendations	Rettew	Summer, 2022	\$7,200
Stormwater Basin & Sinkhole Remediation	Estimate to complete recommendations identified in the sinkhole analysis			\$250,000
Stormwater Management Basin Capacity Analysis and Memorial Field and Softball Field topographic surveys	Agreement for cost of surveys and evaluation for stormwater infiltration	Rettew	Summer/Fall 2022	\$20,650
Memorial Field Drainage Improvements	Agreement for grading/drainage and erosion & sediment control plan at Memorial Field	Rettew	Summer/Fall 2022	\$10,330
Softball Field Parking Lot Improvements	Agreement for parking lot layout/drainage and erosion/sediment control plan	Rettew	Summer/Fall 2022	\$9,985
Parking lot construction/paving	Estimated constructions costs for parking lots		Spring 2023	\$100,000
Gym Floor Refinish	Sand existing surface, seal coating, repaint lines, polyurethane finish coat			\$40,000

Athletic Facilities				
Concession Stand Addition	Schematic development drawings to include floor plan, roof plan, building section and all exterior elevations, permitting, bidding, construction management	Hammel Associates Architects, LLC	Summer, 2022	\$18,390
Concession Stand Addition	Estimate to complete construction of concession stand addition			\$250,000

Granada Building - Exterior Work				
Masonry Work	Architect Proposal for evaluation, assessment, recommendations and preparation of project budget		Summer/Fall 2022	\$23,040
Masonry Work	Estimate - Architect Proposal for bid documents and construction administration			\$50,000
Masonry Work	Bids received for these projects were rejected March 2019. Roofing project was re-bid and work completed by Warehaus & Detweiler Roofing 2019-2020. Leaking is still occurring in the building. Estimate 50% of costs 2022-23, the remainder will be done in the next year 2023-24			\$1,000,000

Transportation				
Bus Replacement 21-22 (to be delivered October 22)	6 buses in replacement cycle (propane buses)			\$607,296
Bus Replacement 22-23	6 buses in replacement cycle (propane buses)			\$612,000

Estimated Capital Reserve Balance, 6/30/22	6,222,673
Estimated cost of 2022-2023 Capital Reserve Projects	(3,334,166)
Dauphin County Unrestricted Grant Reimbursements	250,000
Transfer from General Fund, 2022-2023	1,000,000
Estimated Capital Reserve Balance, 6/30/23	4,138,507

MEMORANDUM OF UNDERSTANDING
Between
HARRISBURG AREA COMMUNITY COLLEGE (HACC)
And

Derry Township School District/Hershey High School

I. PURPOSE AND SCOPE

The College in the High (CHS) and the Dual Enrollment (DE) programs enable qualified high school students the opportunity to enroll in HACC's credit course offerings during their high school experience. CHS courses are taught by HACC approved high school instructors during the regular school day on location at the school. Only high school students are enrolled in CHS courses. DE Courses are taught by HACC faculty outside of the high school and consist of high school students and traditional HACC college students. CHS and DE courses are offered to high school students at a reduced tuition rate. Tuition, associated fees and costs of textbooks are assumed by the individual student and their parent/guardian.

II. LENGTH OF THE AGREEMENT

This agreement will become effective upon the signatures of both parties and will be reviewed by both parties every three years.

III. DEFINITIONS/CRITERIA

1. CHS Courses are taught by HACC approved high school instructors during the regular school day on location at the school. Only high school students are enrolled in CHS courses.
2. DE Courses are taught by HACC faculty outside of the high school and consist of high school students and traditional HACC college students.
3. CHS and DE courses are offered to high school students at a reduced tuition rate.
4. Tuition, associated fees and costs of textbooks are assumed by the individual student and their parent/guardian.
5. No developmental courses will be offered through either CHS or DE.

IV. COLLEGE IN THE HIGH SCHOOL PROGRAM

ROLES AND RESPONSIBILITIES

A. Harrisburg Area Community College (HACC) will:

1. Approve the high school's CHS instructors, using the standardized HACC process for qualifying adjunct faculty. Instructor credentials will be approved by the respective Department Chair.

2. Approve CHS courses that may be offered in the high school and meet appropriate curriculum standards.
3. Provide a faculty orientation for new CHS instructors.
4. Coordinate student admissions and placement testing.
 - a. Students should be admitted to the CHS program in accordance with HACC standard admissions procedures.
 - b. HACC will provide high school with admissions applications and course enrollment forms.
 - c. HACC will coordinate application and enrollment deadlines with high schools.
 - d. Students admitted to the CHS program will be required to meet course prerequisites and take placement tests in accordance with HACC's policy on *Placement Testing*.
 - e. HACC will provide HACC's add/drop/withdrawal policy to high schools. Students will be permitted to add/drop/withdraw from CHS courses in accordance with HACC standard registration policies.
5. Provide enrolled CHS students with a HACC identification number (HACC ID) and information on HACC student policies and services including access to college resources and facilities appropriate to the CHS program.
6. Provide the CHS student with access to the myHACC portal to register for classes, pay tuition, access college email, check grades, and access other student services.
7. Work with the new CHS instructor on the following items:
 - a. Ensure that the CHS course is scheduled within the approved start and end dates and within the required number of contact hours.
 - b. Review HACC requirements of Form 335, including textbook(s).
 - c. Share course syllabus, assignments, tests, and other relevant course materials.
 - d. Work with the CHS instructor to develop a course syllabus, assignments, and tests based on the requirements in the HACC Form 335, assuring that each course meets HACC academic standards, required textbooks, course outlines, and sequence of topics covered.
 - e. Consult with the department chair to ensure that the high school has the supplies and equipment to offer the CHS course.
 - f. Validate and submit class rosters.
8. Communicate with the CHS instructor as necessary during the course, especially during the first year regarding progress, questions, and/or problems.

B. Derry Township School District/Hershey High School will:

1. Designate an Administrative Contact to:

- a. Identify qualified teachers and make a recommendation for their approval as CHS instructors.
- b. Require CHS instructors teaching the course for the first time to attend the new faculty orientation.
- c. Permit HACC personnel access to CHS instructor and the classroom for the purposes of meeting, conferring and observing.
- d. Forward all application and course registration materials to HACC in order to meet agreed upon deadlines; including, completing and signing applications and course enrollment forms. (A parent or guardian's signature is required for students under the age of 18.)
- e. Encourage CHS students to participate in a HACC New Student Orientation session.
- f. Ensure that the CHS course is scheduled within the approved start and end dates and within the required number of contact hours.

2. Ensure that approved CHS Instructor will:

- a. Submit materials for on-line application for adjunct qualification including professional resume, professional certifications, unofficial transcripts, and references.
- b. Attend orientations and trainings offered by HACC.
- c. Ensure that academic standards and expectations are the same for all students in the classroom, regardless of whether every student in the classroom has registered to take the college course and earn college credits.
- d. Facilitate the process requiring that all students meet placement requirements via placement testing.
- e. Submit a course syllabus before the start of every class to HACC's department chair, academic dean, and faculty secretary.
- f. Where required by the high school, assign a correlating grading scale between the high school grading and HACC grading.
- g. Discuss progress of course with the appropriate HACC contact as necessary by telephone or email, especially during the first year.
- h. Follow HACC's procedures for grade reporting, for student withdrawal or for change of grade.
- i. Require and facilitate the process for all students to complete an online college-approved student evaluation for the course.
- j. Participate in department and college assessment procedures.

C. Program Administration

1. The Vice President of Academic Affairs shall oversee the entire CHS program.
2. The Director of High School Partnerships shall be responsible for developing partnerships with the local secondary schools and be responsible for ensuring that the Memorandum of Understanding (MOU) is completed, signed and renewed every 3 years.
3. The appropriate School Deans will be responsible for assisting the selected high school instructor with the on-line application for adjunct qualification process.
4. Academic Guidelines: Quality Assurance
 - a. Both the CHS instructor and the HACC designee will work together to ensure during their pre-course planning that all the elements of the course (syllabus, projects, experiments, papers, readings, exams, etc.) are of college-level quality.
 - (1) Courses offered shall follow official course outlines provided by HACC, meet HACC's academic standards, and meet HACC's required number of contact hours.
 - (2) Scheduled face-to-face hours for CHS courses should align with that of HACC's on-campus course.
 - (3) Where the high school schedule includes class time, in addition to HACC's required number of minutes, HACC faculty and administration will establish guidelines for integrating high school curriculum requirements with College curriculum requirements.
 - (4) Courses in composition, literature, social sciences and humanities will demand a substantial amount of writing and will maintain College standards in the amount and difficulty of reading and writing required.
 - (5) Courses in mathematics, foreign languages, and the sciences will have a quantitative problem-solving component, and/or laboratories as appropriate. High school laboratory facilities must be equipped to meet HACC's laboratory course requirements, as outlined in the HACC Form 335.

V. DUAL ENROLLMENT

ROLES AND RESPONSIBILITIES

- A. Harrisburg Area Community College (HACC) will:
 1. Oversee the partnership with the School District and be responsible for administration of the program at that campus, including the following details:
 - a. Complete and sign the Memorandum of Understanding (MOU).

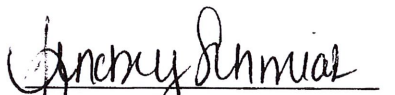
- b. Work with School District to coordinate student selection process, application and course enrollment completion, placement testing, and orientation programs.
 2. Approve HACC courses that may be taken by high school students.
 3. Coordinate student admissions, placement testing, and course enrollment.
 - a. Admit students in accordance with HACC Shared Governance Policies.
 - b. Provide high school with admissions applications and course enrollment forms.
 - c. Coordinate application and enrollment deadlines with high schools.
 - d. Require students to meet course prerequisites and take placement tests in accordance with the HACC Shared Governance Policy on Placement Testing.
 - e. Permit students to add/drop/withdraw from courses in accordance with applicable HACC Shared Governance Policies.
 4. Provide enrolled students with a HACC ID, information on HACC student policies and services, and with access to college resources and facilities.
 5. Provide the DE student with access to the myHACC portal to register for classes, pay tuition, access college email, check grades, and access other student services.

B. Derry Township School District/Hershey High School will:

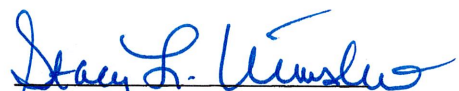
1. Identify an Administrative Contact to:
 - a. Ensure that students who apply for DE meet the admission criteria for HACC.
 - b. Ensure that students who apply meet the high school's eligibility requirements.
2. Forward all application and course registration materials to HACC in order to meet agreed upon deadlines; including,
 - a. Completed and signed applications, course enrollment forms, and student transcripts.
 - a. A parent or guardian's signature is required for students under the age of 18.

SIGNATURES

Derry Township School District/Hershey High School


Signature, Director or Principal

Lindsay Schmitt 8/2/22
Name (Please Print) Date


Signature, Superintendent of Record

Stacy Winslow 8/22/22
Name (Please Print) Date

Harrisburg Area Community College (HACC)

Dr. Al Griswold
Dr. Alfred Griswold, V.P. & Provost
Academic Affairs
Harrisburg Area Community College

Dr. Al Griswold 8/24/2022
Name (Please Print) Date



Derry Township School District

Administrative Office • 30A East Granada Avenue • P.O. Box 898 • Hershey, PA 17033
Phone (717) 534-2501 • Fax (717) 533-4357 • www.hershey.k12.pa.us

DERRY TOWNSHIP SCHOOL DISTRICT **ABSTENTION VOTING FORM**

This form is being provided to document a board member's reason for abstaining to vote based on district policy No. 012 Conflicts of Interest which states in part:

“ No Board member will vote on a any matter when the Board member has a conflict of interest. If a Board member would otherwise be required to vote on a matter on the agenda of any meeting of the Board or a committee thereof, the Board member shall abstain from voting and, prior to the vote being taken, publicly announce and disclose the nature of his/her interest in a written memorandum that shall constitute a public record and shall be filed with the person responsible for recording the minutes of the meeting at which the vote is taken.”

Board Member's Name: Kathy L. Sicher

Date: 8/22/22

Agenda Item and Title: HACC Dual Enrollment Agreement

Board member Reason for Abstaining:
HACC is my employer.

Kathy L. Sicher
Signature of Board Member Abstaining

Michele Agee
Signature of Board Secretary (Notes Receipt of Completed form only)

CONTRACT OF SERVICE

THIS CONTRACT OF SERVICE ("Agreement") is made and entered into by and between the **Allegheny Intermediate Unit** ("AIU"), with headquarters in Homestead, Pennsylvania, and **Derry Township School District** (hereinafter referred to as "Educational Employer"; collectively with AIU, the "Parties").

WITNESSETH:

WHEREAS, the AIU operates a website, www.PAeducator.net, through which individuals may submit employment applications for review by prospective employers (hereinafter referred to as the "Website"); and

WHEREAS, the Educational Employer wishes to accept online applications for employment from certificated and/or noncertificated individuals through the Website; and

WHEREAS, the Educational Employer wishes to obtain, and the AIU wishes to provide the Educational Employer with, access to the Website upon the following terms and conditions.

NOW, THEREFORE, intending to be legally bound, the Parties hereto agree as follows:

1. **Effective date.** This Agreement shall be effective on the later of September 1, 2022, or upon execution by both Parties.
2. **Service Provided.** The AIU shall provide the Educational Employer with access to the Website for the purpose of reviewing and considering applications for employment from certificated and noncertificated employees ("Service"). Provided the Educational Employer is a public entity, the Service offered herein is deemed by the Parties to be a purely governmental function as it relates to the retention of employees for public governmental positions. Such access shall be provided through (an) identification number(s) and (a) password(s) assigned to the Educational Employer. The Educational Employer agrees that the assigned password and identification number shall be used solely by the Educational Employer for purposes contained herein and shall not be distributed to any other employer, organization or individual.
3. **Payment.** In consideration of its use of the Website and the Service, the Educational Employer agrees to pay the AIU a fee of **\$2,375.00** per school year, defined as the period beginning July 1 and ending June 30 of any calendar year, prorated on a daily basis for any portion of a school year, if applicable. The fee specified herein is subject to change by the AIU at the beginning of any school year following written notice to the Educational Employer by June 1 of the prior school year. The AIU shall invoice the Educational Employer annually on or before June 1 for the following school year, or upon the commencement of this Agreement if after June 1. The Educational Employer agrees to remit payment within sixty (60) days of the invoice date. Should the Educational Employer fail to remit payment in full within sixty (60) days of invoicing, the AIU may (a) apply a late payment charge of one percent (1%) per month

on any unpaid balance and/or (b) suspend the Educational Employer's access to the Website. The Educational Employer agrees that a failure or delay in invoicing shall not constitute a waiver of the right of the AIU to be paid in full for its services. Late payment charges will continue to accrue monthly regardless of whether Educational Employer's access to the Website has been terminated pursuant to 3(b) above.

4. **No Representations or Warranties.** Except as expressly set forth in this Agreement, (a) neither party to this Agreement, nor any other person on such Party's behalf, has made or makes any express or implied representation or warranty, either oral or written, whether arising by law, course of dealing, course of performance, usage, trade or otherwise, all of which are expressly disclaimed, and (b) each Party acknowledges that it has not relied upon any representation or warranty made by the other party, or any other person on such party's behalf, except as specifically provided herein. The AIU makes no representations as to either the suitability for employment of individuals who submit applications through its website or the authenticity or accuracy of materials submitted by applicants. The Educational Employer acknowledges that it is solely responsible for determining applicants' suitability for employment and for verifying their qualifications and credentials.

5. **Limitation of Liability.** In no event shall the AIU be liable to the Educational Employer for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages arising out of, or relating to, and/or in connection with any breach of this Agreement, regardless of (a) whether such damages were foreseeable, (b) whether a party was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. In no event shall the AIU's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the total of the amounts paid to the AIU by the Educational Employer pursuant to this Agreement in the 12 months preceding the event giving rise to the claim.

6. **Indemnification.** The Educational Employer shall indemnify, hold harmless and defend the AIU, its Board, officers, employees and agents from and against any and all costs, expenses (including reasonable counsel fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or governmental authority arising out of the Educational Employer's (a) employment or nonemployment of any individual whose application it obtains through the Website and (b) misuse of information obtained through the Website including, but not limited to, (i) any violation of the privacy rights of the applicant, (ii) unauthorized distribution or use of the assigned password and identification number or (iii) discriminatory hiring practices by the Educational Employer. The Educational Employer's indemnification obligations shall survive the termination of this Agreement.

7. **Terms of Use/User Agreement and Privacy Policy.** The AIU may publish on the Website, and revise from time to time, a Terms of Use/User Agreement and Privacy Policy applicable to the Service and not inconsistent with the terms of this Agreement. The Educational Employer hereby authorizes any user(s) to whom it provides its PAeducator.net password(s) and identification number(s) to accept such Terms of Use/User Agreement and Privacy Policy. If such new or revised Terms of Use/User Agreement and/or Privacy Policy are

unacceptable to the Educational Employer, the Educational Employer may decline to accept it/them and terminate this Agreement as provided in Section 8 herein.

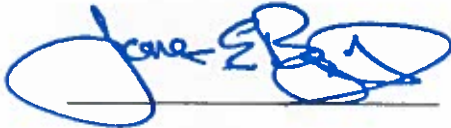
8. **Termination.** This Agreement may be terminated by the Educational Employer (a) at the end of any school year through prior written notice to the AIU received on or before May 31 of such school year or (b) upon the AIU's publication or revision of its Terms of Use/User Agreement and/or Privacy Policy, if the Educational Employer declines to accept it/them. This Agreement may be terminated by the AIU at any time upon written notice to the Educational Employer. In the event of termination by the AIU for any reason except an unpaid balance or by the Educational Employer following publication or revision of the Terms of Use/User Agreement and/or Privacy Policy, the Educational Employer shall be entitled to a refund of fees paid for the portion of the school year following such termination, prorated on a daily basis. Notices of termination shall be directed to the AIU Director of Human Resources and Labor Relations (if to the AIU) or to the Educational Employer's primary contact specified below (if to the Educational Employer).

9. **Miscellaneous.** This Agreement and all matters arising out of this Agreement are governed by and construed in accordance with the laws of Pennsylvania. The venue for any proceedings to enforce this Agreement shall be Allegheny County, Pennsylvania. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, may at the AIU's election be settled by arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the Arbitrator(s) shall be binding, conclusive and non-appealable and may be entered in any court having jurisdiction thereof. This Agreement, in addition to the Terms of Use/User Agreement and Privacy Policy, contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. The Parties may not amend this Agreement except by written instrument signed by the Parties. This Agreement may be executed in counterparts.

{Signature page follows}

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year above first written.

ATTEST:



Date: 11-28-2022

ALLEGHENY INTERMEDIATE UNIT

BY: 

ATTEST/WITNESS:

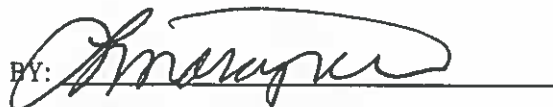


Name: Michele Agee

Title: Secretary, School Board

Date: August 22, 2022

Derry Township School District

BY: 

Name: Lindsay Drew

Title: President, School Board

Primary contact for Educational Employer (to be completed by Educational Employer):

Name: Dawn Waggoner

Title: Human Resources Specialist

Phone: 717-534-2501 ext. 3290

E-mail: dwaggoner@hershey.k12.pa.us

Fax: 717-533-4357

Postal address: 30 C East Granada Avenue, Hershey, PA 17033



OPERATION AND MAINTENANCE AGREEMENT FOR DISTRICT CLASSROOM SPACE – EI, PRESCHOOL

This agreement for the operation and maintenance of the facilities identified below is entered into between the **Derry Township School District** ("*District*"), and the **Capital Area Intermediate Unit** ("*Intermediate Unit*").

The *District*, in consideration of the payment hereinafter mentioned, intends to operate and maintain space for use by the *Intermediate Unit* for instructional purposes in the Early Intervention (EI) preschool program, in the location(s) listed below:

<u>BUILDING LOCATION</u>	<u># OF CLASSROOMS</u>	<u>TYPE OF PROGRAM</u>
Hershey Primary Elementary	1	EI, Preschool

These classrooms shall be equipped with basic furniture for both pupils and teachers, and shall be operated and maintained by the *District* in the same manner as it maintains regular district classrooms including, but not limited to, cleaning of bathrooms and classrooms, emptying trash on a regular basis, and regular maintenance and upkeep. In addition, all utilities shall be provided and paid for by the *District*.

The term of this Operation and Maintenance Agreement is for one (1) year for the period of July 1, 2022 to June 30, 2023 ("*contract year*"). *District* shall notify *Intermediate Unit* of any building closings during the agreement year within one half hour (1/2 hour) of making the decision to close. If the *Intermediate Unit* intends not to renew this agreement for an additional year, the *Intermediate Unit* shall notify the *District* in writing on or before June 1 of the current contract year. If the *District* intends not to continue this contract, the *District* shall so notify the *Intermediate Unit* in writing prior to March 1 of the year in which the agreement would otherwise terminate.

The *Intermediate Unit* Program Supervisor will create and review a Building Agreement with the *District* Principal on an annual basis. The purpose of the Building Agreement is to operationalize the day-to-day procedures, practices, and communications between the *Intermediate Unit* and the *District*.

All notifications to the *District* must be made to Stacy Winslow at the following address: PO Box 898, Hershey, PA 17033; email address: swinslow@hershey.k12.pa.

All notifications to the *Intermediate Unit* must be made in writing to Andrew E. McCrea, Director of Student Services, at the following address: CAIU Enola Office, 55 Miller Street, Enola, PA 17025-1640; email address: amccrea@caiu.org.

For purposes of this agreement an email between two individuals above-listed shall satisfy the requirement for notification in writing. It is further agreed that the *Intermediate Unit* shall pay to the *District* for each classroom provided, equipped and maintained as indicated above, the sum of \$3,500 for a total of \$3,500. This amount shall be paid in two equal payments, during December and May of the *contract year*.

The *District* and the *Intermediate Unit* mutually agree that neither one shall be liable to the other for any loss or damage that may be sustained by either one of them whether or not due to the negligence of either, and each party waives the right to recovery against the other for any such loss or damage that may occur during the term of the Operation and Maintenance Agreement or any extension or renewal thereof.

In the event a student served by the *Intermediate Unit* in a *District* classroom is responsible for having caused physical damage to *District* property, the *District* shall bill the *Intermediate Unit* the cost of repairs only, with no markup for profit, lost time, or the like.

The terms and conditions of this agreement shall not be changed or altered except by a writing signed by an authorized representative of each party at the time of such change.

Each party, as indicated by the signatures of their authorized representatives below, hereby accepts this agreement in its entirety.

Date: August 22, 2022

By: 
DERRY TOWNSHIP SCHOOL DISTRICT

Name: Lindsay Drew

Title: Board President

Date: 9/22/22

By: 
CAPITAL AREA INTERMEDIATE UNIT

Name: Dr. Andria Saia

Title: Executive Director

**SCHOOL PHYSICIAN
OF RECORD
AGREEMENT**

This School Physician of Record Agreement ("Agreement") is entered into on August 22, 2022, ("Effective Date") between Dr. Denise Dhawan ("Dhawan"), practicing under the laws of the Commonwealth of Pennsylvania, with an office at 441 East Chocolate Avenue, Hershey, Pennsylvania, the University of Pittsburgh Medical Center ("UPMC"), hereinafter called "SCHOOL PHYSICIAN OF RECORD", and Derry Township School District ("District"), each singularly a "Party," collectively the "Parties."

Recitals

- A. SCHOOL DISTRICT desires to have DR. DENISE DHAWAN, through UPMC, serve as "SCHOOL DISTRICT'S PHYSICIAN OF RECORD" under the school health program by the Commonwealth of Pennsylvania.
- B. SCHOOL PHYSICIAN OF RECORD desires to undertake such upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

The above Recitals are hereby incorporated in this Agreement by reference.

- 1. The effective date of this Agreement shall be July 1, 2022 through midnight June 30, 2023.
- 2. During the term of this Agreement, DR. DENISE DHAWAN and UPMC shall serve as SCHOOL DISTRICT'S PHYSICIAN OF RECORD under the school health program mandated by the Commonwealth of Pennsylvania.
- 3. During the term of this Agreement, SCHOOL PHYSICIAN OF RECORD shall assure the following services:
 - a. Provide advice and consultation for health decisions of the SCHOOL DISTRICT.
 - b. Provide mandated health physicals as required by law.
 - c. Provide to SCHOOL DISTRICT a copy of the PHYSICIAN'S current certificate of liability insurance.

Such services shall be provided by, or under the supervision or direction of the SCHOOL PHYSICIAN OF RECORD with the Derry Township School District Team Physician from time to time during the term of this Agreement.

- 4. As compensation for the services to be provide by the SCHOOL PHYSICIAN OF RECORD to this Agreement, SCHOOL DISTRICT shall pay to DR. DENISE DHAWAN, SCHOOL PHYSICIAN OF RECORD, a stipend of ONE THOUSAND

FIVE HUNDRED (\$1,500.00) DOLLARS.

5. As compensation for services to be provided to the SCHOOL DISTRICT, the SCHOOL PHYSICIAN OF RECORD, in the conduct of mandated physical exams, shall be reimbursed at a set rate of TWENTY-FIVE (\$25.00) DOLLARS per physical examination and FIVE (\$5.00) per re-certification.
6. Notwithstanding the date of execution of this Agreement by SCHOOL DISTRICT and by SCHOOL PHYSICIAN OF RECORD, this shall be effective July 1, 2022.
7. This Agreement shall automatically terminate at midnight on June 30, 2023. Nothing in the Agreement shall be interpreted, construed or held to create any obligation on the part of SCHOOL PHYSICIAN OF RECORD to provide medical services to any student or employee of SCHOOL DISTRICT after termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year set forth below.

ATTEST: _____

SCHOOL PHYSICIAN OF RECORD
DR. DENISE DHAWAN

Signature

UPMC


Signature

ATTEST: _____

Title

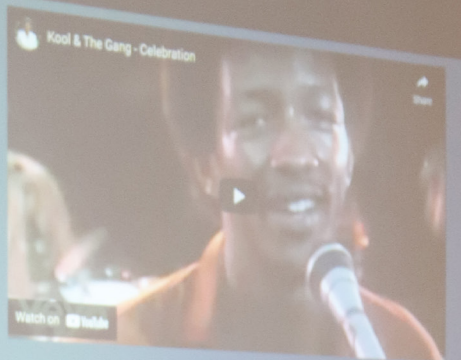
ATTEST: Michael Ague

DERRY TOWNSHIP SCHOOL DISTRICT


Signature

Board President

Title



LET'S CELEBRATE

State of the Unit 2021-22

All-in!
NEWSLETTER

Executive Director's Report
July 2022

CAIU Board of Directors

Jean Rice, President
Judith Crocenzi, Vice President
David Barder
Jesse Biretz
Richard Bradley
Paula Bussard
Terry Cameron
Scott Campbell
Alyssa Eichelberger
Melanie Gurguiolo
Barbara Geistwhite
Dennis Helm
Jaime Johnsen
Jason Miller
Ericka Schmidt
Patrick Shull
William Swanson
Ford Thompson
Micheal Wanner

CAIU Executive Team

Dr. Andria Saia
Executive Director
Dr. Thomas Calvecchio
Assistant Executive Director
Maria Hoover
Director of Educational
Services
Dr. Andrew McCrea
Director of Student Services
Daren Moran
Director of Business and
Operations
David Martin
Director of Technology Services
Blake Wise
Manager of Human Resources

Our Mission

CAIU provides innovative support and services in partnership with schools, families, and communities to build capacity and model courageous leadership to help them be great. #BeGreat

Our Vision

Recognized as a trusted and influential partner in achieving life-changing outcomes in the Capital Area. #ChangingLives

In This Issue

- 3 From the Executive Director's Desk
- 4-5 Giving Voice to Our Values: Strategic Planning
- 6-8 Noteworthy: #BeGreat and #ChangingLives
- 9 Opportunities To Do Good
- 10 Welcome New Hires!
- 11 CAIU Compliments

Front and back cover photos: Scenes from the CAIU Leadership Retreat in July.

Do you have a story about staff or students living our values out loud, being great, and changing lives?

Share your Giving Voice to Our Values stories, student successes, #begreat and #changinglives moments and more! Email stories for All-In or social media to communications@caiu.org.

Deadline for August All-In: Friday, Aug. 5

All-in!
NEWSLETTER

Executive Director Report
All-In! Newsletter
July 2022
2022-2023, Issue 1
© Capital Area Intermediate
Unit



Capital Area Intermediate Unit
CAIU MAIN OFFICE

55 Miller St.
Enola, PA 17025
www.caiu.org
Email: info@caiu.org
Phone: 717-732-8400

From the *Executive Director's Desk*



Belonging through Acts of Interpersonal Inclusion

Have you ever thought that it's the people that you work with that make the job worth it? If you have, you aren't alone and there are some great reasons why you feel this way. Even better, if you are willing to commit to a few small acts, you can create a network of "work besties" that support one another in all the best ways. Through the small acts of interpersonal inclusion, we can each contribute to the creation of an inclusive workplace, with a culture of belonging wherever and with whomever you work.



Creating inclusive workplaces is more critical than ever with the staffing shortages that promise to become more significant. Attracting and retaining people is not only an organizational issue, it is a pressing issue for staff as well. Staff vacancies create pressure on existing members, and it is a huge cause for burnout, that can start all the dominoes falling. While actions that support belonging and inclusion need the support of leadership, the work-peer relationship is significant, and has a tremendous impact on whether or not we feel fairly treated, validated, accepted and affirmed (which also just happen to be the indicators of belonging and dignity).

Research into the experiences of peers in an organization identified three ways in which we can create the inclusive environment needed to flourish at work.

1. Helping each other out. Also called "instrumental assistance," these are the little things that help a colleague to perform their tasks by providing necessary information, making introductions to contacts, giving endorsements in meetings (one way is amplifying their point and giving them credit, eg. "As Sue said, . . ."), and lastly by offering advice.
2. Taking emotional care of others. This refers to the care, support, encouragement and personal interest we demonstrate towards our peers that help to develop emotional bonds. This can take many forms: socializing, bantering, or simply providing space to share or vent. It requires that we show genuine

interest in a colleague's personal life: Their kids, dogs, hobbies, etc. It is also about checking in with your colleagues on a more personal level, not just on the topic of work

3. Making physical connections. This one is not what you think. It is also referred to as "embodied connection" this act of inclusion creates and communicates a closer association through body language and the sharing of space. Traveling together to a meeting, walking down the hall together, sitting next to one another, and the use of positive gestures such as a smile or a nod are some examples.

The biggest thing you should notice about the acts listed above, is that they are very small, costing you virtually nothing in time, energy, or effort. These acts of interpersonal inclusion can also be implemented by anyone, even the person that is new and may be feeling a lack of belonging and inclusion. Gone are the days where inclusion is the acceptance of one into a group, where only the group or the leader of the group had the power to include.



Here is the next bit of good news. Not only are acts of interpersonal inclusion small, the benefits are huge! Individual job performance, job satisfaction and overall well-being improve. Team effectiveness is boosted, as are the flow of communication and speed of problem solving. Acts of inclusion also help employees grow and develop on the job.

Dr. Andria Saia (she/her/hers)
Executive Director

Giving Voice to Our Values

Dedication

Service

Partnership

Strategic Planning: A Year In Review

By Dr. Thomas M. Calvecchio

2021-2022 is officially in the books, and a new school year is quickly approaching for us at the CAIU. Before we get too far into the planning for 2022-2023, we wanted to take a moment to celebrate our progress from the year that was.

The CAIU leadership team recently celebrated the completion of our first year of the strategic plan by participating in “The State of the Unit” activity where each member shared the accomplishments that were made this year. This State of the Unit report will serve as a summary of that progress and alignment with the CAIU strategic plan. The CAIU strategic plan overview from 2021-2022 can be found [here](#).

There was a renewed focus around the strategic planning and goalsetting processes here at the CAIU and all teams demonstrated an increased focus and awareness on fulfilling our vision and mission. Our Leadership Team has worked very hard this past year to create opportunities to engage our staff in understanding how their day to day work aligns with CAIU organizational and team goals. Numerous teams across the CAIU have engaged in team building, strategic planning, and goal setting activities which have helped to advance our mission! Each year, we will continue to grow and strengthen our commitment to aligning our work to this plan.



In reviewing the strategic plan from 2021-2022, there were four organizational goals to report out on. The work of each team generally contributed to the outcomes of these goals. Following are a few highlights from each goal area.

CAIU Organizational Goal #1: The CAIU will Identify, design, support, and fulfill the requirements set forth in the PDE Comprehensive Plan by June 30, 2022.

Update: Goal met. The CAIU successfully executed on the required PDE Comprehensive Plan which is good through 2024. This goal included identifying a cross-functional committee, surveying the CAIU and key partners, preparing a draft for public review, and making a plan to execute the goals set forth in the plan. This goal is led by the Educational Services team at the CAIU. The full plan can be reviewed [here](#).

CAIU Organizational Goal #2: The CAIU will make it easier to do business with us with a phased approach to internal and external improvement, executing phase 1, by June 30, 2022.

Update: Ongoing. This goal is so important to the work we do, that we are carrying over this idea into 2022-2023. As an organization we will never stop looking to become more efficient, consistent, and nimble. Progress exists on this goal within EVERY team across the CAIU. Select highlights include: Capital Area Early Learning Center, a new CAIU website and development of intranet, adoption of electronic signature process, cyber security regional cohort, CAIU conference space renovation, personalized professional development database, mental health screening tool, low-incidence classroom fidelity checklist, and identifying caseload, evaluation timeline and service delivery efficiencies of all kinds.

CAIU Organizational Goal #3: The CAIU will focus on examining and improving organizational health by designing a new leadership team process for bi-annually “State of the Unit meetings” by June 30, 2022, to be executed during the 22-23 SY.

Update: Goal met. The CAIU leadership team and cross functional organizational health committee spent the year working on a way to incorporate tenants of organizational health into our strategic planning process. New for 22-23 will be the incorporation of organizational health standards into our goals at the CAIU. There will be more to come on

Giving Voice to Our Values

Expertise

Leadership

Innovation

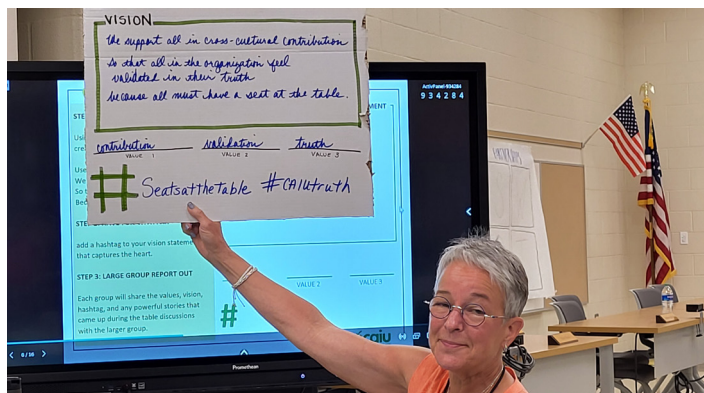
the goal setting process this summer but here is an advanced preview. Our new standards of organizational health can be found [here](#).

Organizational health standards provide a set of clear expectations for our everyday work. With clearly defined targets, all employees can now become partners in striving to meet our mission and vision and promoting continuous improvement. Organizational health standards also aim to show an easier connection between the work we do and the overall strategic plan. The State of the Unit will now occur at the CAIU Leadership retreat in July and for all staff at our All Staff Day in January.

CAIU Organizational Goal #4: The CAIU will foster a culture of dignity and belonging, as evidenced by the attainment of goals aligned to one or more of the six pillars of equitable practice/ strategic priorities, by June 30, 2022.

Update: Ongoing. This goal is so important to the work we do, that we are carrying over this idea into 2022-2023. As an organization we will never stop looking to become more welcoming and committed to creating an environment where all staff members feel welcome and supported. Progress exists on this goal across ALL teams of the CAIU. Highlights include: ratification of Board Policy 832, development of belonging training for all staff, belonging book study with CAIU Board of Directors, first ever CAIU Equity Summit, and creating various regional opportunities for districts to engage in the work.

As we shift our collective focus toward 2022-2023, our hope is that all of our staff were able to see some of their work this year reflected in the highlighted accomplishments above. Further, we hope that as teams become more engaged in the strategic planning and goal setting process, that our collective momentum carries us toward the fulfillment of our identified vision to change lives in the Capital Area!



Strategic Plan

Our Mission

CAIU provides innovative support and services in partnership with schools, families, and communities to build capacity and model courageous leadership to help them be great. #BeGreat

Our Vision

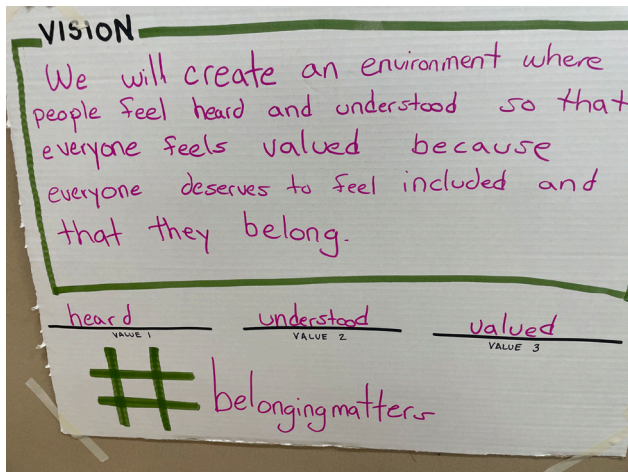
Recognized as a trusted and influential partner in achieving life-changing outcomes in the Capital Area. #ChangingLives

Noteworthy

#BeGreat #ChangingLives

CAIU Summit to Build our Blueprint for Belonging

On June 27, 2022, a coalition of 31 amazing CAIU staff and several of our most trusted consultants spent the day engaging in a number of activities to create a 2022-2023 Blueprint for Belonging, a strategic plan designed to help us get to our desired state as a place where all feel valued and their dignity is affirmed.



The day started with an activity to create a brave space in which to work. A brave space can be defined as a safe space where all feel free to contribute. Courage over comfort is valued and it encourages growth, creating a supportive environment where all can participate in challenging dialogue. We then engaged in a storytelling exercise, identifying a time when we felt seen at work, and also a time that someone else helped us feel seen. From our stories we identified values we felt were important to creating this feeling and, as a group, we created a vision statement.

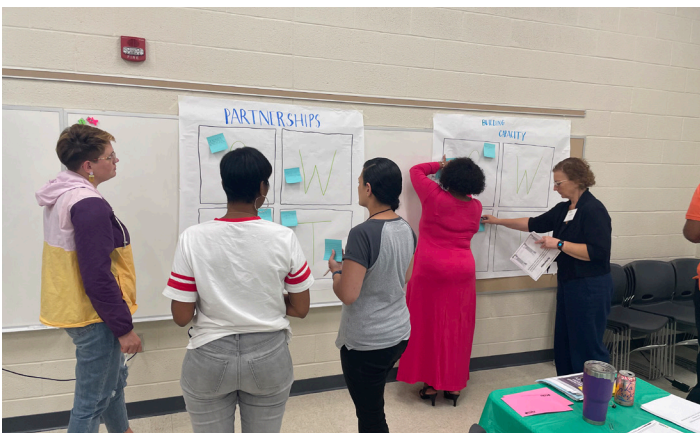
Having an inspirational vision for our future, we reviewed the structure of the blueprint that would guide all the rest of the work we did. Our pillars of practice, which align to PDE's Pillars of equitable practice. Our pillars are:

- Organizational Commitments and Practices
- Equitable Access
- Partnership
- Building Capacity

The group also reviewed data that we collected in the spring of 2021 and 2022 to facilitate our analysis of our current state.



We broke into groups assigned to particular pillars to complete a SWOT framework analysis of our current practices. A SWOT is a process by which you examine the strengths and weaknesses of your internal practices and the opportunities and threats that the external world may bring to bear. A SWOT analysis is designed to facilitate a realistic, fact-based, data-driven look at the strengths and weaknesses of an organization, initiatives, or within its industry. The process supports keeping the analysis accurate by avoiding pre-conceived beliefs or gray areas and instead focusing on real-life contexts. From the SWOT, teams created a goal map, in which they identified a goal for their assigned pillar, as well as any activities, training, communication and

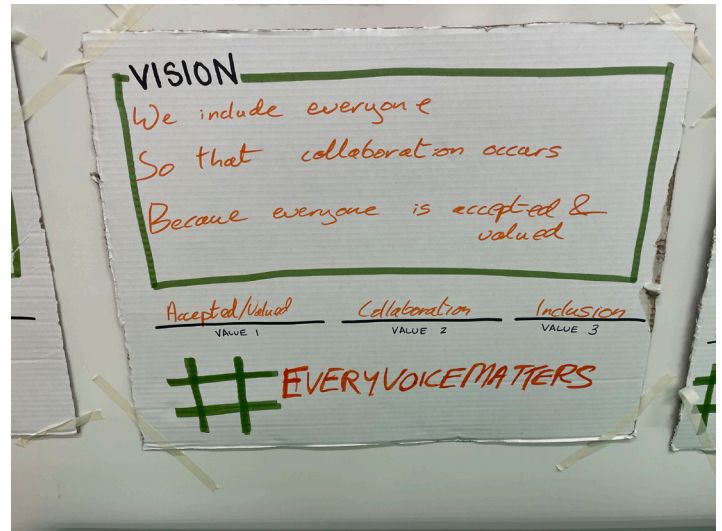


Noteworthy

#BeGreat #ChangingLives

Discourse and critical thinking are essential tools when it comes to securing progress in a democratic society. But in the end, unity and engaged participation are what make it happen.

--Aberjhani

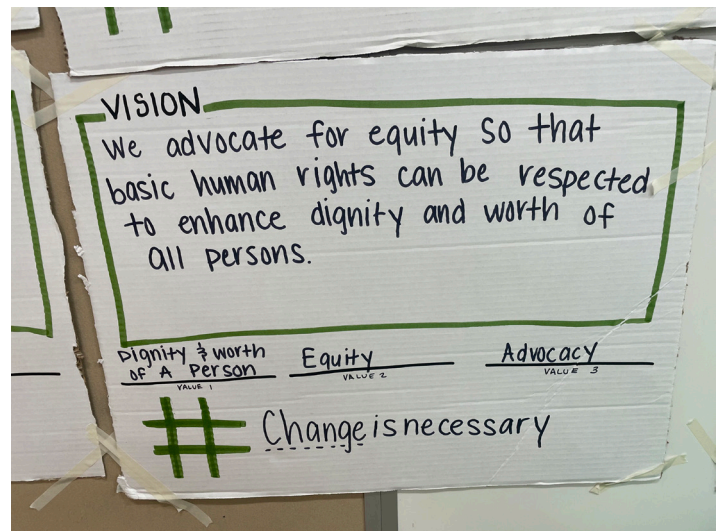


resources that are necessary to accomplish the goal. These supportive resources are aligned on a bullseye, with the most important items closest to the bullseye. At the end, every team reported out to the larger group, and reported on what success looked like from a drawing the team created.

The results of all the goal maps were then translated into our 22-23 Blueprint for Belonging. This document represents two years of work and the evolution of our work from the loosely defined DEI to the very specific work of creating belonging for all through a culture of dignity.

In August 2022, an executive summary of our work and results, along with the data, will be issued for everyone to review. We are very excited about the alignment of our Blueprint with the identified needs of the organization and its contribution to our greater strategic planning process.

My sincerest gratitude to those that gave a whole day to support our organizational growth and made it possible for us to create a collaborative plan to get us to our desired future.



#RadicalBelonging
#belongingmatters
#changeisnecessary
#webelong
#everyvoicematters
#seatsatthetable
#caitrueth
#BeSeen

ELECT Holds End of Year Event

The end of the school year is an exciting time for the ELECT program as the senior graduates are celebrated and recognized for their accomplishments. Unlike their peers, ELECT students navigate the demands of a high school education not only as students, but as parents, or soon-to-be parents. ELECT case managers recognize their role in helping to break the cycle of dependency by supporting ELECT students towards the goal of a high school education, postsecondary education and/or a career path.

ELECT's strongest asset is the collaboration it has with state and community resources. Our end-of-year event hosts a Market Place of community agencies that connect with our students to introduce, evaluate, or register ELECT students and their children for current and future resources. WIC, Nurse Family Partnership, Hamilton Health Center, Penn State Hershey Safe Kids, Early Intervention, Healthy Start, MorningStar, HACC, and Child Care Consultants are just a few of the agencies that regularly attend the ELECT Market Place event.

This year's ELECT event consisted of the Market Place of agencies, a catered lunch, senior recognitions and certificate awards, baby buck items and diaper deliveries, professional photo opportunities, playground fun and a visit from the Hershey Fire Department.

Congratulations to the 2022 Graduating ELECT Seniors!

- Myiah Baker
- Katherine Iniguez-Calle
- Nathan Eras
- Madisyn McConnell
- Dylan Heckard
- Naomi McClucas
- Asmita Mongar
- Dayana Glant
- Olivia Haring
- Raeleigh Stanley
- Keila Lopez
- Tiojjia Evans
- Quanise Brown
- MiiAngel Cotton
- Jennisha Harris-Colon
- Delana Cruz McMullen
- Sara Dansby
- Nia Burrell
- Michaela Hutchinson
- John-Luis Schwartz
- Kayla Smith
- Jada Britt
- Jaiden Witters
- Brett Jones
- Kiona Hayes-Roberts
- Janayah Peterson
- Desiree Hunter
- Christina Henry



Opportunities

to do good

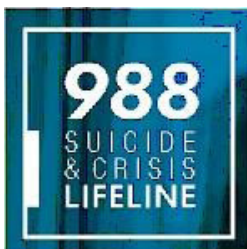
Training & Events

The Capital Area Intermediate Unit (CAIU) hosts numerous innovative events and conferences throughout the year. Our team of consultants, staff, and specialists values and supports lifelong learning.

Here are some of our upcoming trainings:

- 7/30/22 - [The First Days of School: How to Be an Effective Teacher \(CPE Course\)](#)
Audience: Educators Pre K-12
- 8/1/2022 to 8/29/2022 - [Classroom Management for Monitors - Act 91](#)
Audience: Anyone who is interested in becoming a certified Classroom Monitor
- 8/9/2022 - [High Impact Strategies Training](#) (Virtual) 8/9/2022.
Audience: Students who are preparing to student teach
- 8/9/2022 - [Creating Efficiencies Through an Environment of Retention presented by Frontline Education](#). Audience: Current users of Frontline PLM and any school or district thinking of implementing Frontline PLM
- 8/19/2022 - [Co-Teaching Kick Off](#). Audience: Co-teaching teams, Instructional Coaches, Administrators
- 8/30/2022 to 9/1/2022 - [Wilson Reading System Introductory Workshop](#). Audience: Special Educators, Reading Specialists, Interventionists, Reading Teachers, Tier 3 Reading Providers

In 2020, Congress designated the new 988 dialing code to operate through the existing National Suicide Prevention Lifeline's (1-800-273-8255) network of over 200 locally operated and funded crisis centers across the country. **On July 16, 2022, the U.S. will transition to using the 988-dialing code, and it is a once-in-a-lifetime opportunity to strengthen and expand the existing Lifeline.**



[More information is available here.](#)



CAIU Service Projects

July 2022 – January 2023

CAIU staff are encouraged to give back to the community by participating in a CAIU Service Project. These projects must be completed after July 1 and on or before our CAIU All Staff Day in January. In exchange for your participation, you get the afternoon of All Staff Day off!

Service projects are not just about doing good things, they are also about building relationships and community.

Click [HERE](#) for CAIU Service Project Process and Forms.

Here are some upcoming Service Projects:

- 8/6/2022 - ALL STAFF DAY - [WITF Ready for Kindergarten Family Event \(morning activity\)](#)
- 8/6/2022 - ALL STAFF DAY - [WITF Ready for Kindergarten Family Event \(afternoon activity\)](#)
- 9/17/2022 - ALL STAFF DAY - [Kindness ROCKS!](#)
- 10/4/2022 - ALL STAFF DAY - [Stitch Night for UPMC Pinnacle Auxiliary](#)
- 10/12/2022 - ALL STAFF DAY - [Stitch Night for UPMC Pinnacle Auxiliary](#)

Welcome June New Hires!



Caitlyn Albert

is a Speech and Language Clinician at the Enola office. She has a puppy named "Maybe".



Ryan Moran

is a CAOLA Program Assistant at the Enola office. He is a musician on the weekend. He plays guitar and sings acoustic covers for weddings, events, and dining establishments.



Chelsie Moss

is a Speech and Language Clinician at the Enola office. She enjoys singing and would be willing to be a "singing card" if you need one.



Nicole Willi

is a Speech and Language Clinician at the Enola office. She played field hockey in college.



JUNE SOCIAL MEDIA REPORT CARD



Followers:
372
Growth:
+1
Mthly Reach:
600



Followers:
1,301
Growth:
+4
Impressions:
5.7K



Followers:
852
Growth:
+7
Impressions:
1.7K



JUNE SOCIAL MEDIA REPORT CARD



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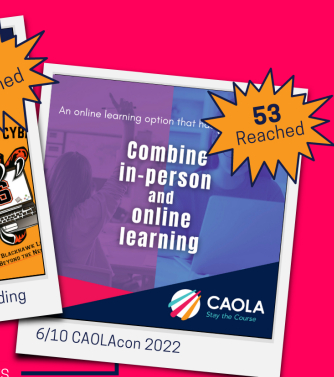
Followers: 2,303 **Growth:** +21 **Monthly Reach:** 17,760K
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POPULAR POSTS



Total Fans: 627 **Growth:** +0 **Monthly Reach:** 190



POPULAR POSTS

Ruth Hughes, Reading Specialist #Expertise

Ruth has assisted me in data collecting, analyzing, and grouping students according to the data. She has taught me about new assessments and how to interpret those assessments. Ruth also shares her resources and knowledge to help me achieve success at my school. I'm thankful for her expertise and kindness! *Submitted by Jackie Palmeri, Specialist (Learning Support)*

Marcus Woodall, Technology Dept. #Expertise

Marcus is amazing. He always knows the answers to my computer questions. He quickly solves the problem and explains to me what was going on and why it happened. Marcus is very kind and never makes me feel stupid for all the questions I ask. *Submitted by Judy Zemanek, Mental Health Worker*

Becky Boone, Lyndsay George, Kristen Schreiber, Emily Robenolt, Preschool Special Education Teacher, EPP, OT, PT #Dedication

The team in Becky Boone's classroom has done such a great job with swiftly changing an entire class schedule to better accommodate the needs of the students. The team is always so welcome to changes, trying new strategies, and supports every member through the process. I am so blessed to work with this amazing group of professionals and friends. *Submitted by Liz Chiodo, El Speech Language Pathologist*

Lauren Mahoney, Student Services Data Coordinator #Dedication

Lauren has been a wonderful asset during my transition to student services. She is always reaching out to help review and train on different aspects of preschool data. Every day she checks in to make sure I have everything I need, if I have questions, and how she can support me. Lauren truly looks out for every member of the data team! *Submitted by Jen Whitcomb, Preschool Data Coordinator*

Shannon Wonders, Educational Consultant and Perri Rosen, School Psychologist #Partnership

A huge THANK YOU to Shannon and Perri for their support, partnership, and expertise as we collaborate to support the staff and students at a brand-new charter school. I appreciate your willingness to collaborate after work hours, whether it be by phone or zoom. It's not often that an educational consultant, school psychologist, and SLP get to be a team, but I have enjoyed teaming up with

you this year, and I look forward to teaming with you in the future! You both are GREAT!

Carolyn Yoder, Speech & Language Clinician, Educational Consultant #Leadership

Carolyn embodies all our CAIU core values and is a true leader and asset in the school-Age Speech & Language Department! She is always available for questions and does an amazing job at informing all of us in the department of professional development opportunities. She is extremely knowledgeable, kind, caring, and dedicated. Thank you, Carolyn, for all that you do for our department! Your awesomeness does not go unnoticed! *Submitted by Emily Sidelinger, Speech and Language Clinician*

Megan Toler, Speech Pathologist #Dedication

Megan has been seeing a student who received a diagnosis from an outside agency. Megan has provided excellent therapy and taken into consideration all the issues noted in the outside agency report even when she did not note those issues in her interactions with the child. She sees this child virtually (parent request) and has gone above and beyond in dropping off items/homework to do at home for the family (including some coats!). She is always looking to increase her knowledge regarding her students and their needs. Just overall impressed!!

Submitted by Lisa Brittingham, Speech Pathologist

Rebecca Dixon and Tohan Imadojemu, CAOLA Support #Dedication

Rebecca and Tohan go above and beyond anytime I reach out for CAOLA Support. They are quick to respond and then follow up to make sure everything is working properly. Both have put in numerous amounts of time in helping me work through all my troubles and explaining everything. Rebecca and Tohan have been fantastic in helping me to succeed as a CAOLA Advisor. *Submitted by Mary Coleman, Program Assistant*

Martina Bloser, EPP, Oak Flat #Dedication

Marty is an amazing asset to the Oak Flat Classroom. Her skilled expertise, ability to connect with the students and understand their needs, and her genuine compassion for students, make her a valuable resource for us. Her experience and suggestions are truly appreciated and help to the classroom run smoothly. We couldn't do this without her! *Submitted by Amanda Peters, PT, and Lindsey Hench, SLP*

