

Summary Board of Directors Meeting Minutes - October 11, 2022 _____	2
Virtual Attendance _____	15
In-Person Attendance 10-11-22 _____	16
Textbooks - Orbiting Jupiter, The Marrow Thieves _____	17
Vista Agreement _____	21
Retnew - High School Traffic Assessment Study Proposal _____	24
Textbook- Bronx Masquerade _____	30

# **Derry Township School District Board of Directors Meeting October 11, 2022 Summary Minutes - VI**

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## **1. OPENING ITEMS**

### **1.a. Call to Order**

#### **Minutes**

The meeting was called to order by Ms. Drew at 7:00 p.m. The meeting was conducted both in-person and virtually.

### **1.b. Roll Call**

#### **Minutes**

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

**Members Absent:** None

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

**Student Board Representatives in Attendance:** Faizaan Aziz, Olivia Fosterer, and Disha Patel

**Solicitor:** William Zee

**Staff/Public in Attendance In-Person:** Sarah Karpel, Jared Nicholson, Sheryl Pursel, Jason Reifsnyder, and Aaron Shuman

**Staff/Public in Attendance Virtually:** Lisa Balanda, Mark Balanda, Julia Cin, Cait Clark, Michael Davies, K. English, Kelly English, Anna Gawel, Scott Harman, Colby Hollinger, Melissa Kaminski, Heather Krahling, Missy Kunder, Angela Mullen, Kim O'Connell, Michelle O'Brien, Jennifer Renz, Lindsey Schmidt, Angie Shipper, Melissa Shultz, Tim Smith, Heidi Stine, Drew Weidman

### **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***

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**Yea:** 9 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer  
**Nay:** 0  
**Abstain:** 0  
**Not Cast:** 0

## **2. INFORMATIONAL AND PROPOSALS**

### **2.a. President Communications**

#### **Minutes**

Ms. Drew announced the Board had not met in Executive Session today.

### **2.b. 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**

There were no citizens requesting recognition by the board.

### **2.c. Standing Committee Meeting Report**

## **Minutes**

The Curriculum Council Meeting for today had been cancelled.

Dr. Koch gave a report on the Athletics and Activities Meeting that met prior to this evening's meeting and discussed the following:

- Welcome new citizen advisors
- Athletic overview of current events
- Intermural activities and what they might look like
- Winter season is fully staffed
- Pool of officials is limited and options
- Parent/student athletic survey
- Advertising and donations - district's stance
- Athletic handbook revision

## **2.d. Community Correspondence Report**

### **Minutes**

Ms. Karpel reported that there was a total of six submissions during the month of September.

## **2.e. Student Representatives' Report**

As per Board Policy 004.1, the purpose of having two non-voting Student Representatives on the Board is to establish a communication link between the Board of School Directors and the student body of Hershey High School. The position will serve in presenting the students' viewpoints to the Board.

### **Minutes**

The student representatives, Faizaan Aziz, Olivia Fosterer, and Disha Patel, gave a report that included the following:

- Elementary PTO meeting 10/13
- Elementary Book Fair 10/14-10/21
- Trojan Buddies Field Day postponed to 10/31
- Homecoming this weekend
- Band and Orchestra Concert 10/18
- Halloween Parade 10/19
- Fall Fest 10/31
- High School Cheerleaders at Navy Game 10/22
- Freshman Parent Night Coming Soon on Zoom
- End of First Marking Period 10/28



## **2.f. 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 October 11, 2022 Board of Directors Summary Minutes
2. Student Club Proposals
3. PowerSchool - Naviance Renewal
4. Blackboard Inc. Renewal
5. Brightly Software Inc. Renewal
6. CENet Voice Solutions Renewal
7. Mixed Impressions DJs Agreements
8. Brian Eslick Enterprises LLC Agreement
9. Edupoint Agreement
10. Pittsburgh Stage Inc.
11. CAIU IDEA Grants
12. Staff Development/Conference
13. Trip Request

## **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 Mr. Bennett and a second by Mrs. Schmidt the Consent Agenda items were approved as amended to exclude item 4c which will be voted on separately.

### **Vote Results**

<b>Yea:</b>	9	Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
<b>Nay:</b>	0	
<b>Abstain:</b>	0	
<b>Not Cast:</b>	0	

## **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:** Pennsylvania Music Educators Association (PMEA)  
**Date/Time:** Thursday, February 9, 2023, 11:00 a.m. - 10:00 p.m.  
 Friday, February 10, 2023, 7:00 a.m. - 10:00 p.m.  
**Requested Facility:** Middle School - Auditorium, B118, B120, (band rooms), Orchestra Room, Cafeteria, LGI, first floor classrooms  
 TBD, Lobby outside Cafeteria/Auditorium  
**Event:** District 7 Band Festival Rehearsals  
**Fee:** None

#### 4.c. Motion to separate Bronx Masquerade for Individual Voting

##### Minutes

Following a motion by Mr. Bennett and a second by Mrs. Schmidt the agenda item, Approval of Textbooks, was amended to only include the titles The Marrow Thieves and Orbiting Jupiter and move Bronx Masquerade to be a stand-alone item was approved.

##### Vote Results

**Yea:** 7 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Michael Rizzo, Ericka Schmidt, Terry Singer  
**Nay:** 2 Maria Memmi, Kathy Sicher  
**Abstain:** 0  
**Not Cast:** 0

#### 4.c.a. Approval of Textbooks

The Administration recommends the approval of the following textbook for use in the 2022-2023 school year:

<b>Middle School</b>	
<b>Curricular Area:</b>	8th Grade
<b>Subject/Course:</b>	8th Grade ELA
<b>Grade Level(s):</b>	8
<b>Title:</b>	Bronx Masquerade
<b>Publisher:</b>	Penguin Young Readers
<b>Author:</b>	Nikki Grimes
<b>Copyright:</b>	2002

<i>Curricular Area:</i>	Middle School, English Language Arts
<i>Subject/Course:</i>	8th Grade ELA
<i>Grade Level(s):</i>	8
<i>Title:</i>	The Marrow Thieves
<i>Publisher:</i>	Cormorant Books Inc.
<i>Author:</i>	Cherie Dimaline
<i>Copyright:</i>	2017
<i>Curricular Area:</i>	Middle School, English Language Arts
<i>Subject/Course:</i>	8th Grade ELA
<i>Grade Level(s):</i>	8
<i>Title:</i>	Orbiting Jupiter
<i>Publisher:</i>	Houghton Mifflin Harcourt
<i>Author:</i>	Gary D. Schmidt
<i>Copyright:</i>	2015

The textbooks were reviewed and approved at the June 13, 2022 Curriculum Council meeting. The funding for the recommendation is included in the 2022-2023 Curriculum Budget.

### **Minutes**

Following a motion by Dr. Koch and a second by Dr. Cronin the textbooks, as amended to include the titles The Marrow Thieves and Orbiting Jupiter was approved.

### **Vote Results**

Yea: 9 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer  
Nay: 0  
Abstain: 0  
Not Cast: 0

### **4.c.b. Motion to Add Textbook as Stand Alone Item**

### **Minutes**

Following a motion by Dr. Cronin and a second by Dr. Koch the board approved the additional agenda item for the textbook, Bronx Masquerade as a stand-alone item in section 5. See 5.d.

### **Vote Results**

**Yea:** 9 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer  
**Nay:** 0  
**Abstain:** 0  
**Not Cast:** 0

#### **4.d. Vista Agreement**

The Administration recommends the approval of the Vista Agreement.

#### **4.e. Rettew - High School Traffic Assessment Study Proposal**

The Administration recommends the approval of the Rettew proposal for high school traffic assessment study.

### **5. NEW BUSINESS**

#### **5.a. Approval of Citizen Advisors**

The Board of Directors recommends the approval of the listed community members to serve as Citizen Advisors with term noted:

	Citizen Advisor Expires 6/30/24	Citizen Advisor Expires 6/30/24	Citizen Advisor Expires 6/30/23 (Finance & Curriculum vacancy)
Athletics & Activities	Serdar Ural	Jennifer Wallace	
Communications and Community Engagement	Julie Kiser	Andrea Mitchell	
Curriculum Council	Lauren Doliner	Susan Glod	Tracey Royo
Finance Committee	David Katz	Joshua Smith	Anirban Paul
General Services	John Fowler	Sofia Vidalis	
Policy Committee	Colby Hollinger	Geurline Laureore	

### **Minutes**

Following a motion by Mrs. Memmi and a second by Dr. Cronin, the listed community members were approved to serve as Citizen Advisors with term as noted.

### **Vote Results**

**Yea:** 7 Robert Bennett, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Kathy Sicher, Terry Singer  
**Nay:** 2 Donna Cronin, Ericka Schmidt  
**Abstain:** 0  
**Not Cast:** 0

### **5.b. Personnel - Resignations**

The Administration recommends the approval of the following resignations:

#### **Professional:**

##### **Pagan-Stacks, Marielys**

Grade 1 Teacher

Early Childhood Center

Reason: Personal

Effective: No later than 11/25/2022

#### **Classified:**

##### **Cordero, Brandon**

Bus Driver

Transportation

Reason: Personal

Effective 10/12/2022

##### **Sickler, Donald**

Bus Driver

Transportation

Reason: Personal

Effective 10/06/2022 (retroactive)

#### **Minutes**

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

#### ***Vote Results***

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**Yea:** 9 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer  
**Nay:** 0  
**Abstain:** 0  
**Not Cast:** 0

### **5.c. Personnel - General**

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

**Classified:**

**Martinez Azcona, Isaura** (replacing Cindy Patrick)

Food Service Worker

High School

Level A, 4.5 hours per day

Salary: \$17.20 per hour

Effective: 10/03/2022 (retroactive)

**Ortiz Quintana, Isaret** (replacing Deborah Klahr)

Bus Driver

Transportation

Level A, 5.25 hours per day

Salary: \$21.11 per hour

Effective: 10/12/2022

**Walker, Jennifer** (replacing Lori Smith)

Cafeteria/Recess Aide

Primary Elementary School

Level A, 3.0 hours per day

Salary: \$17.20 per hour

Effective: 10/12/2022

**Yaremchak, Kimberly** (replacing Stacey Orth)

Administrative Assistant

Middle School

Full-time, 7.5 hours per day

Salary: \$20.95 per hour

Effective: 10/03/2022 (retroactive)

**Zipp, April** (replacing James Zarfoss)

Bus Driver

Transportation

Level A, 5.25 hours per day

Salary: \$21.11 per hour

Effective: 10/12/2022

**Transfer of Classified:**

**Holley, Kristy\*** (replacing Manar Abdelhafez)

From: Paraprofessional (Self-Contained Classroom)

Primary Elementary School

Level B, 6.5 hours per day

Salary: \$18.34 per hour

To: Paraprofessional (Self-Contained Classroom)  
Early Childhood Center  
Level B, 6.5 hours per day  
Salary: \$18.34 per hour  
Effective: 10/12/2022

**Riddick, Joshua\***  
From: Food Service Worker  
High School  
Level A, 4.5 hours per day  
Salary: \$17.20 per hour  
To: Substitute Food Service Worker  
District-wide  
Salary: \$12.93 per hour  
Effective: 10/08/2022 (retroactive)

**Silsky, Tamara\***  
From: Bus Driver  
Transportation  
Level A, 5.5 hours per day  
Salary: \$21.87 per hour  
To: Substitute Bus Driver  
Transportation  
Salary: \$19.66 per hour  
Effective: 10/11/2022 (retroactive)

**Limited Service Contract:**

**Fox, Kaitlyn**  
Assistant Coach - H.S. - Cheerleading - Fall  
Group G, Step 9  
Salary: \$2,675  
Effective: 10/12/2022

2. The Administration recommends the approval of the following request in accordance with Section 6.10 of the HEA Collective Bargaining Agreement:

**Peifer, Kimberlee\***  
Health and Physical Education Teacher  
Intermediate Elementary School  
Childrearing Leave  
**Extension Effective:** 11/19/2022 through the end of the 2022-23 school year

**Minutes**

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

***Vote Results***

**Yea:** 9 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer  
**Nay:** 0  
**Abstain:** 0  
**Not Cast:** 0

**5.d. Approval of Textbooks**

The Administration recommends the approval of the following textbook for use in the 2022-2023 school year:

<b><i>Middle School</i></b>	
<b><i>Curricular Area:</i></b>	8th Grade
<b><i>Subject/Course:</i></b>	8th Grade ELA
<b><i>Grade Level(s):</i></b>	8
<b><i>Title:</i></b>	Bronx Masquerade
<b><i>Publisher:</i></b>	Penguin Young Readers
<b><i>Author:</i></b>	Nikki Grimes
<b><i>Copyright:</i></b>	2002

The textbooks were reviewed and approved at the June 13, 2022 Curriculum Council meeting. The funding for the recommendation is included in the 2022-2023 Curriculum Budget.

**Minutes**

Following a motion by Mrs. Memmi and a second by Dr. Koch the textbook, Bronx Masquerade, was approved.

***Vote Results***

**Yea:** 7 Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Kathy Sicher, Terry Singer  
**Nay:** 2 Robert Bennett, Ericka Schmidt  
**Abstain:** 0  
**Not Cast:** 0

**6. DELEGATE REPORTS**

**Minutes**

There were no delegate reports shared.



## **7. SPECIAL REPORTS**

### **7.a. Board Members' Report**

#### **Minutes**

A report was made by the following board members:

- Mr. Singer noted the Hall of Fame luncheon this Friday at the Hershey Country Club
- Dr. Cronin shared that it was senior night for the boys soccer team and they were currently playing at LD
- Mr. Bennett thanked the student board representatives for their comments and perspective on the book discussion
- Dr. Koch shared that she had joined in the elementary event today - Minute to Win it, very exciting and a lot of fun

### **7.b. Superintendent's Report**

#### **Minutes**

Dr. Winslow gave a report that included the following:

- Dr. Winslow too joined in the elementary Minute to Win It - very exciting
- Looking forward to the Hall of Fame Induction Friday
- Homecoming Game Friday

### **7.c. Board President's Report**

#### **Minutes**

Ms. Drew gave a report to express the following:

- Thank you to the Student Representatives for sharing their thoughts during the book discussion
- Thank you to the board members for the robust discussion and everyone having the opportunity to be heard

## **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:

- Colby Hollinger spoke to the textbook discussion

## 9. ADJOURNMENT

### Minutes

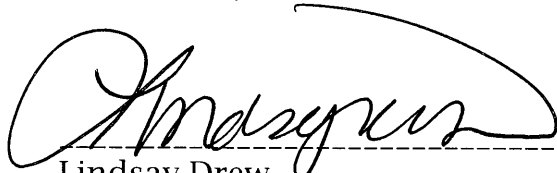
The meeting was adjourned to at 7:59 p.m. following a motion by Mrs. Memmi and seconded by Dr. Koch.

### Vote Results

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

Respectfully submitted,

  
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Michele Agee  
Secretary to the Board  
October 24, 2022

  
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Lindsay Drew  
Board President

Virtual Attendance October 11, 2022

Lisa Balanda

Mark Balanda

Julia Cin

Cait Clark

Michael Davies

K. English

Kelly English

Anna Gawel

Scott Harman

Colby Hollinger

Melissa Kaminski

Heather Krahling

Missy Kunder

Angela Mullen

Kim O'Connell

Michelle O'Brien

Jennifer Renz

Lindsey Schmidt

Angie Shipper

Melissa Shultz

Tim Smith

Heidi Stine

Drew Weidman

**Derry Township School District**  
**Board Meeting**  
October 11, 2022

**Please Sign In AND Print Your Name**

*Signature*

*Printed Name*

*Sample Signature*

Sample Name Printed

*Signature*

*Printed Name*

*Michael Ely*

Michael Ely

*Signature*

*Printed Name*

*Hayden Ely*

Hayden Ely

*Signature*

*Printed Name*

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Derry Township School District  
Hershey, Pennsylvania

## Textbook Recommendation and Adoption

<b>Curricular Area:</b> English Language Arts	<b>Subject/Course:</b> 8th Grade ELA
<b>Grade Level(s):</b> 8th Grade	<b>Copyright Date:</b> 2015
<b>Recommended Title:</b> <i>Orbiting Jupiter</i>	
<b>Author:</b> Gary D. Schmidt	<b>Publisher:</b> Houghton Mifflin Harcourt
<p><b>Reasons for selection:</b> (Include relationship to written curriculum, level of difficulty, up-to-date content, available related/supporting materials, other books considered. Please include a description of online resources that are included or licenses that will be purchased with the text. Please include number of licenses needed and the length of access before renewal. Continue on other side if necessary and attach any supporting information.)</p> <p>We would like to use <i>Orbiting Jupiter</i> by Gary D. Schmidt as a read-aloud option.</p> <p>In a time when we are trying to embed some components of SEL into our everyday practice, this novel is a true merging of curriculum standards and the development of empathy for middle school students. While reading this novel, students have the opportunity to experience first-hand how people's circumstances impact their choices. In addition, they can develop the self-awareness that is required to see something from another perspective and how they are perceived by others. Students can also connect to the resilience shown by one of the main characters as he navigates his world.</p> <p><i>Orbiting Jupiter</i> has a Lexile of 740L. While reading this book students are given opportunities to analyze the figurative language and word choice that is present throughout the novel. This book also provides an excellent example for students of how the change in a character impacts the development of a theme. This book is also used to make connections to the different elements of a story that the students learn throughout the year. Since this book is read after PSSA testing, we are able to address our speaking and listening standards which connect to our book club focus.</p> <p>The two-time Newbery Honor winner Gary D. Schmidt delivers the shattering story of Joseph. After spending time in a juvenile facility, he's placed with a foster family on a farm in rural Maine. Here Joseph, damaged and withdrawn, meets twelve-year-old Jack, who narrates the account of the troubled, passionate teen. In this riveting novel, two boys discover the true meaning of family and the sacrifices it requires.</p> <p><i>from School Library Journal</i></p> <p><b><i>Orbiting Jupiter</i> has won the following awards and recognitions:</b></p> <p><b>Book Awards:</b> Publishers Weekly<sup>[5]</sup> and Kirkus Reviews<sup>[4]</sup> both gave the novel starred reviews. Jeff Giles, reviewing for The New York Times, called the novel warm and reassuring "though it has its</p>	

share of tragedy.

- Junior Library Guild Selection, February 2016
- Booklist, Kirkus, School Library Journal, Publishers Weekly, VOYA: Starred Reviews
- Included in following lists: Young Adults Choices 2016-International Literacy Association, ALSC Notable Books for a Global Society 2016, Best Fiction for Young Adults 2017, Children's Books of the Year 2016
- Global Read Aloud selection 2016
- Carnegie Medal in 2017
- Winner of the 2018 Young Hoosier Book Award (Middle Grade)

The author- Gary Schmidt is an English professor at Calvin College in Grand Rapids, Michigan.

- His books have won numerous awards and honors including Newbery Honors for *Lizzie Bright and the Buckminster Boy* and *The Wednesday Wars*.

Cost per book vs. number of books needed:  
\$9.99 per book/3 books needed

Cost:  
\$29.97

Selection Personnel	Renee Owens	Abby Eggert
	Christina Miller	
Program Leader: Sarah O'Brien	<i>Sarah O'Brien</i>	Date 6/7/22
Principal: Erick Valentin	<i>Erick Valentin</i>	Date 6/9/22
Assistant Superintendent: Aaron Shuman	<i>Aaron Shuman</i>	Date 6/9/22
Approved Superintendent	<i>Stacy L. Weinstein</i> Date 10/17/22	Board Approval Date 10/11/22



**Derry Township School District**  
Hershey, Pennsylvania

## **Textbook Recommendation and Adoption**

<b>Curricular Area</b>	English Language Arts	<b>Subject/Course</b>	8th grade ELA
<b>Grade Level(s)</b>	8th grade	<b>Copyright Date</b>	2017
<b>Recommended Title:</b> The Marrow Thieves			
<b>Author:</b>	Cherie Dimaline	<b>Publisher</b>	Cormorant Books Inc.

**Reasons for selection:** (Include relationship to written curriculum, level of difficulty, up-to-date content, available related/supporting materials, other books considered. Please include a description of online resources that are included or licenses that will be purchased with the text. Please include the number of licenses needed and the length of access before renewal. Continue on the other side if necessary and attach any supporting information.)

We would like to use *The Marrow Thieves* by Cherie Dimaline as a read-aloud option. Dimaline wrote the book specifically for Indigenous youth, a population whom she believes may often feel isolated and alone. In a 2018 interview with CBC Books, she said:

*"I wanted Indigenous readers to feel strong and powerful. I wanted them to see a narrative that actually is reminiscent of my own understanding of being an Indigenous person: That no matter what happens, you always belong to our land, we're always going to belong to each other and we'll seek each other out."*

She continued,

*"I wanted to break down some of the isolation that Indigenous youth might feel. To feel like they belong. To know that they belong to a larger community and they're loved" (The message ya novelist Cherie Dimaline has for young indigenous readers | CBC books 2018).*

For Dimaline, *The Marrow Thieves* is about more than the Indigenous experience. Non-Native people can benefit from the book as well, especially in the sense that we can only refrain from committing the atrocities of the past if we learn about them.

When this book was chosen as the Young Adult selection for the Global Read Aloud in 2019, we participated and found that *The Marrow Thieves* is an important text because it focuses on the interconnectedness of all global inhabitants. Although this interconnectedness poses a risk if that connection is ever forgotten, it also is rife with the potential for great success, beauty, and happiness. This text reminds all who read it- especially 8th graders who often wonder about their future- that we are all in this together and that if we work together, we can achieve even the most impossible tasks. Additionally, this text was chosen because it represents a perspective that's not otherwise addressed in our 8th grade literature curriculum, and it's another way for students to develop their empathy through learning about the lives of others.

This book has a Lexile of 810L and has a reading age that has been identified as 12+. While reading this book, we use excerpts to connect with our work in developing reading strategies, the development of theme, claim and evidence, and comprehension and connection questions for discussion. Students are also able to make connections to the different types of conflict, including how the setting itself creates conflict within the story.



Set in a “post-apocalyptic North America where only Indigenous people have the ability to dream,” *The Marrow Thieves* follows the teenage protagonist, Frenchie, as he attempts to both search for the family who was taken from him and survive with his dreams intact (*Cherie Dimaline Publishing sequel to the Marrow Thieves in fall 2021 | CBC books 2021*). Frenchie’s journey connects him to a larger group who becomes his family, and with this chosen family, Frenchie’s goals become much bigger than survival. On the run from the Recruiters, workers at the re-established residential schools, Frenchie and his family “search for the secrets to dreaming in their bones” (*Cherie Dimaline Publishing sequel to the Marrow Thieves in fall-2021 | CBC books 2021*) and learn that there is so much in life worth fighting for.

***The Marrow Thieves* has won the following awards and recognitions:**

2018 Selection: Canada Reads

Winner: Governor Canada Council for the Arts- General’s Literary Awards

Winner: The Kirkus Prize

Winner: Amy Mathers Teen Book Award

Winner: CODE Burt Award for First Nations, Inuit and Metis Young Adult Literature

Winner: Sunburst Award for Excellence in Canadian Literature of the Fantastic

Cost per book vs. number of books needed: —	Cost: —
\$12.57 per book/3 books needed	\$37.71

Selection Personnel	Renee Owens	Abby Eggert
	Christina Miller	
Program Leader Sarah O’Brien	<i>Sarah O'Brien</i>	Date 6/7/22
Principal Erick Valentin	<i>Erick Valentin</i>	Date 6/9/22
Assistant Superintendent: Aaron Shuman	<i>Aaron Shuman</i>	Date 6/9/22
Approved Superintendent	<i>Stacy L. Keenley</i> Date 10/17/22	Board Approval Date 10/11/22





This agreement ("Agreement") is made this 31<sup>st</sup> day of August 2022 by and between Vista Adult Services Organization ("Vista"), a Pennsylvania nonprofit corporation with principal place of business at 1021 Springboard Drive, Hershey Pennsylvania, and Derry Township School District ("District").

Student: Grant Amey

WHEREAS the District wishes to purchase certain services for students with autism spectrum disorders, and Vista is willing and able to provide those services to the District all upon the terms, and subject to the conditions, hereinafter set forth.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

- I. Services Provided: Vista agrees to furnish services for **Assigned Student**. The terms of this agreement are for:
  - LSI – up to 7 hours / week at the rate of \$127 per hour. LSI services are provided in a 2:1 ratio. If two LSI staff are not available, services can be provided in a 1:1 LSI ratio at the rate of \$64 per hour alongside a Vista BSS staff. The LSI will bill the LSI rate and the BSS staff will bill the BSS rate.
  - BSS – 6 hours / week at the rate of \$104 per hour

Services to begin August 22, 2022 ("**Initiation Date**") and end June 2, 2023 ("**Termination Date**").

The billable services to be provided may include but are not limited to:

Behavior Support Services: comprehensive assessment, the development of strategies to support the participant based upon the assessment, and the provision of interventions and training to participants, staff, parents, and caregivers. Includes collection and evaluation of data, conducting comprehensive functional assessments of presenting issues, updating and maintenance of behavior support plan, which utilize positive strategies to support the participant, based on functional behavioral assessments, development of a fading plan for restrictive interventions, conducting training and support related to the implementation of behavior support plans, monitoring implementation of the behavior support plan and revising as needed, and completion of required paperwork related to data collection, progress reporting and development of annual planning material.

Learning Specialist Direct Support: training the participant on community skills and job and online education skills and achieving performance expectation of the employer and educator. Includes direct interaction and support. Additionally, includes developing skills and competencies necessary to pursue and maintain participation in community activities to develop social networks and completion of required paperwork related to data collection, progress reporting and development of service plans.



Personnel. Vista will provide copies of appropriate clearances as required by Pennsylvania State law. This documentation will be provided to the District per request prior to Vista providing services.

Payment Terms. The District shall be invoiced prior to implementation of services for terms agreed upon. The District will remit payment to Vista in accordance with its normal processing of accounts payable. If any balance due remains unpaid for thirty (30) days after written demand for payment, the account may be referred to Vista's attorney for collection.

Absence of Warranties. THERE ARE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, GIVEN BY VISTA IN CONNECTION WITH ITS PROVISION OF THE SERVICES COVERED BY THIS AGREEMENT.

Access to Classroom; Student Information. Subject to reasonable security requirements of the District uniformly applied to District contractors, Vista staff shall have free access to the classroom of each student serviced hereunder for observation and direct interaction. The District shall obtain all consents necessary to provide the employment specialist(s) access to the educational records of each child serviced hereunder.

Direction of Payments

Payments must be made to Vista at the following address:

VISTA ADULT SERVICES ORGANIZATION  
1021 Springboard Drive  
Hershey, PA 17033

records, advising the District of the default and of the District's right to cure the default within a thirty (30) day cure period. The notice will provide the time, amount, and performance necessary to cure the default. If the District does not cure the default as provided in the notice, Vista may pursue any rights it may have in law or equity.

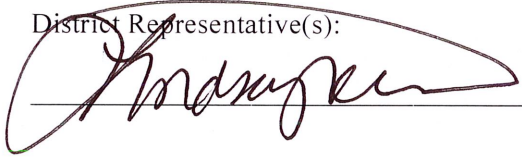
Waiver by Vista of any event of default shall not be binding upon Vista if Vista should thereafter choose to exercise that or any other right or a similar Event of Default occurs later. All of Vista's rights and remedies shall be cumulative. Vista's exercise of one or more rights shall not cause Vista to lose any other rights.

Binding Effect. This Agreement shall be binding upon the parties hereto, their successors and assigns.



Prior Notification. Both parties agree to notify each other if services are no longer required or to be provided within 60 days of termination.

District Representative(s):

  
\_\_\_\_\_

October 11, 2022

Date

Vista Representative (s):

Patricia A Verdon, CFO

8.31.2022

Date



3020 Columbia Avenue, Lancaster, PA 17603 • Phone: (800) 738-8395  
E-mail: rettetw@rettetw.com • Web site: rettetw.com

We answer to you.

February 25, 2022

**Revised September 22, 2022**

Mr. Mark Anderson  
Director of Buildings and Grounds  
Derry Township School District  
30C East Granada Avenue  
Hershey, PA 17033

Engineers

Environmental  
Consultants

Surveyors

Landscape  
Architects

Safety  
Consultants

RE: Proposal for: Derry Township School District  
High School Traffic Assessment Study  
RETTEW Project No. 087072009

Dear Mr. Anderson:

For Derry Township School District, the safety of arriving and departing High School students is a paramount concern. The District is to be applauded for undertaking a traffic assessment to determine if there are any actions or improvements that can be implemented to improve traffic circulation and further increase student safety.

In an effort to assist the District with this study, RETTEW has conducted preliminary visual traffic assessments of the morning arrivals and afternoon departures. With the understanding gained from our preliminary observations, RETTEW developed the following scope of services to conduct a comprehensive traffic assessment to determine what, if any, geometric and/or traffic control improvements can be recommended to improve traffic circulation and student safety.

To aid the District with understanding the rationale and purpose of the traffic assessment, RETTEW can meet with District officials, if desired, to explain our approach and to custom tailor our services to meet the District's needs.

## **SCOPE OF SERVICES**

### **A. TRAFFIC ASSESSMENT (PHASE 650)**

RETTEW will:

1. Conduct manual turning movement and vehicle classification (vehicle type) counts at the following intersections:
  - a. Homestead Road and US Route 322 (Signal)
  - b. Homestead Road and High School Southern EXIT ONLY Driveway
  - c. Homestead Road, Founder's Park Driveway, & High School Northern Driveway
  - d. Homestead Road and Middle School Southern Driveway.
2. The counts will take place from 6:30 to 8:30 a.m. and from 2:00 to 3:30 p.m. on an average weekday. The times can be adjusted based upon the District's direction.
3. Review and reduce the raw traffic count data collected for use in this assessment.





Page 2 of 3  
 Derry Township School District  
 September 22, 2022  
 RETTEW Project No. 087072009

4. Determine the peak-hour (time period) and the percentage of cars and buses entering and exiting the High School for each movement at the four intersections listed in Scope Item #1.
5. Obtain the traffic signal permit plan and coordination program for the traffic signal at the intersection of Homestead Road and US Route 322 from PennDOT.
6. Obtain reportable crash data (accident reports) along the Homestead Road school frontage and at the intersection of Homestead Road and US Route 322 for the past five years from PennDOT. We will perform an analysis of the crash data to determine the reported cause of the accidents.
7. Conduct level of service (determine delay time) and queue analyses (number of vehicles waiting in a line of traffic) on the existing traffic volumes at the four intersections listed in Scope Item #1.
8. Conduct a left turn phasing warrant analyses for the north- and southbound Homestead Road approaches at US Route 322 to determine if a protected left turn phase can be provided at the intersection.
9. Recommend geometric and/or traffic control improvements, if necessary, to improve circulation on-campus and on Homestead Road.
10. Prepare a memorandum summarizing the results of our data collection effort, analyses, findings, and recommendations. Conceptual improvement/recommendation plans, if applicable, will also be provided.

## ANTICIPATED PROJECT SCHEDULE

RETTEW will begin work within two weeks upon receipt of the Notice to Proceed.

## COMPENSATION

RETTEW proposes to provide the professional services described for the Lump Sum fee stated below.

### PROFESSIONAL FEES

A. Traffic Assessment (Phase 650) .....\$7,800.00

### EXPENSES

Expenses such as reprographic services, equipment fees, mileage, and overnight travel that are directly incidental to our professional services shall be invoiced to you at our standard rates; expenses from our vendors shall be invoiced at 1.15 times our cost.

**TOTAL PROPOSED FEES .....\$7,800.00**

## ASSUMPTIONS AND RESTRICTIONS

The following is a list of assumptions and restrictions that apply to this proposal:

1. Any services not specifically described within the Scope of Services and Fees stated herein.

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**RETTEW**

Page 3 of 3  
Derry Township School District  
September 22, 2022  
RETTEW Project No. 087072009

## **BILLING SCHEDULE**

RETTEW will invoice you at the end of each four-week billing period for services performed to date. Invoices are payable per the terms of the enclosed Professional Services Agreement.

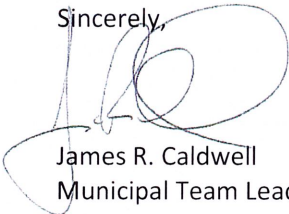
## **PAYMENT SCHEDULE**

Payment is due upon presentation of invoice and is past due 30 calendar days from the invoice date. Unpaid invoices more than 30 calendar days will be cause to discontinue services until all outstanding invoices are paid. Work stoppages will impact the project schedule and may result in missed deadlines and/or increased project fees including remobilization. Derry Township School District agrees to reimburse RETTEW for any special business or personal taxes imposed at the local, county or state level because of providing professional services by RETTEW to Derry Township School District under this agreement.

If this proposal is satisfactory and acceptable, and fully sets forth all the items of our understanding, please signify your acceptance by signing the enclosed Professional Services Agreement and returning it to our office. We will forward a fully executed copy to you. This document will then constitute our completed agreement. If we are given verbal or written authorization to proceed with any portion of this work prior to receiving an executed agreement, or if we receive payment from you toward this project, the terms and conditions of the attached Professional Services Agreement will be considered to be in full force, as if it had been executed, until such time as another agreement is executed by both parties.

If you have any questions regarding this proposal or wish to discuss any item(s) contained herein, please do not hesitate to call our office. We will work to give you the quality service you deserve as a valued client of RETTEW.

Sincerely,



James R. Caldwell  
Municipal Team Lead

Z:\Shared\Projects\08707\087072009 - High School TIS\00 Contracts\00 Proposal\Revised 2022-09-22\_DTSD-HS Traffic Assessment Study.docx

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**RETTEW**



We answer to you.

Corporate Headquarters: 3020 Columbia Avenue · Lancaster, PA 17603 · Phone (717) 394-3721 · Fax (717) 798-9879

E-mail: [rettew@rettew.com](mailto:rettew@rettew.com) · Web site: [rettew.com](http://rettew.com)**PROFESSIONAL SERVICES AGREEMENT****Project No. 087072009**

THIS AGREEMENT entered into on this 22nd day of September, 2022 by and between  
Derry Township School District located at 30C East Granada Avenue, Hershey, PA 17033

hereinafter called "CLIENT" and RETTEW Associates, Inc., hereinafter called "RETTEW" is as follows:

THE AGREEMENT IS ENTERED INTO WITH RESPECT TO THE FOLLOWING PROJECT:  
High School Traffic Assessment Study

located at: Derry Township School District  
 hereinafter called the PROJECT.

## THE CLIENT AND RETTEW AGREE AS FOLLOWS:

## A. Scope of Services to be Provided by RETTEW:

As outlined on revised proposal prepared by RETTEW dated September 22, 2022.

## B. Total Fee to be Paid to RETTEW:

As outlined on revised proposal prepared by RETTEW dated September 22, 2022.

## C. Schedule for the Services of RETTEW:

As outlined on revised proposal prepared by RETTEW dated September 22, 2022.

## D. This PROFESSIONAL SERVICES AGREEMENT shall include the PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS as attached hereto.

## ACCEPTANCE AND EXECUTION OF THIS AGREEMENT:

BY:

(Client Signature)

Lindsay Drew

(Printed Name)

BY:

Jim Caldwell

(RETTEW Signature)

James R. Caldwell

(Printed Name)

TITLE: President, School BoardTITLE: Municipal Team LeadDATE: October 11, 2022DATE: 10/12/2022

087072009

## PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

**1. Scope of Services.** RETTEW Associates, Inc. ("RETTEW") agrees to provide professional services set forth in the Scope of Services to the Client (the "Services") pursuant to these Terms and Conditions (the "Terms"). These Terms, together with the Professional Services Agreement and its attachments, constitutes the entire agreement between the parties concerning the Services. Unless specifically included in the Scope of Services, RETTEW shall not provide any construction phase services including, but not limited to, construction observation of any other contractor's work. RETTEW shall not control, or be responsible for, the construction means, methods, techniques, sequences or procedures of any contractor and shall not be responsible for site safety. RETTEW shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities or other responsibilities are specifically assigned to RETTEW in the Scope of Services.

**2. Invoices.** Client represents and warrants that it possesses the financial resources to fulfill its payment obligations hereunder and that such resources do not rely significantly on contingent, third-party monies. Client agrees to maintain such resources during the term hereof and that the failure to maintain such resources shall constitute a material breach hereof. Unless otherwise agreed, Client will be invoiced every 4 weeks for services performed to date and a final invoice will be timely provided upon completion of the Services. Payment is due on receipt and is past due 30 days from invoice date. Interest will be added after 30 days at the rate of 1.5% per month or partial month overdue. Any right to withhold payment based on errors or discrepancies in the invoice is waived if not identified in writing to RETTEW within 10 days of the date of invoice. Client will reimburse RETTEW's reasonable attorneys' fees and litigation costs incurred in pursuing collection of any amount due from Client, in addition to amounts otherwise due hereunder. Timely payment to RETTEW is a material consideration of this Agreement. RETTEW may **suspend or terminate** its work upon written notice if any Client invoice is not timely paid. Client agrees to defend, indemnify and hold RETTEW harmless from any damages that may arise due to such suspension or termination.

**3. Standard of Care.** RETTEW shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. This standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. RETTEW MAKES NO EXPRESS WARRANTIES, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES IMPLIED BY LAW AS THEY MAY APPLY TO THIS AGREEMENT, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Client agrees that neither RETTEW nor any of its subconsultants owes any fiduciary duty to Client or agency relationship between Client and RETTEW and that, in any event, RETTEW's course of conduct during the performance of the Services shall not create a fiduciary duty or agency relationship.

**4. Indemnification.** To the fullest extent permitted by law, Client agrees to indemnify, defend and hold the RETTEW Group harmless from and against any and all manner of demands, claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and other reasonable defense costs) arising out of any negligent act or omission, or any breach of this Agreement, by Client or any individual or entity for whose acts Client is responsible. To the fullest extent permitted by law, RETTEW agrees to indemnify, defend and hold the Client Group harmless from and against any and all manner of demands, claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and other reasonable defense costs) arising out of any negligent act or omission, or any breach of this Agreement, by RETTEW or any individual or entity for whose acts RETTEW is responsible. With regard to any claims arising out of professional services, any defense obligation assumed by RETTEW shall be interpreted as an obligation to reimburse reasonable defense costs, including but not limited to reasonable attorney's and expert's fees. As used in Paragraphs 4 and 5, a "Group" includes the identified party, its parents, subsidiaries and affiliates, their agents, successors and assigns, or any of their shareholders, directors, partners, members, officers or employees.

**5. Limitations of Liability.**

**a.** RETTEW Group's aggregate liability for damages arising from or related to this Agreement, under any theory of liability, shall not exceed the fees paid by Client for performance of the Services. RETTEW shall only be liable for such damages to the extent caused by its negligence or breach of this Agreement.

**b.** If RETTEW fails to include any required item or component of the Project from the drawings, sketches, specifications and other documents in any form provided to or for Client by RETTEW under this Agreement (the "Deliverables"), RETTEW shall correct the omission on the Deliverables without charge to Client and reasonable additional construction costs incurred by the Client due to the omission, but shall not be responsible for the cost of the item or component itself, or the cost of installation.

**c.** Neither party Group shall be liable to the other for punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost revenues, lost business opportunities, loss of use, fines, penalties, and

loss of or corruption to data) arising from or related to this Agreement, regardless of the theory liability, and even if they have been advised of the possibility of such damages or loss.

**d.** RETTEW hereby advises Client that it is willing to negotiate higher limitations of liability than those set forth herein, subject to increased compensation. Client has chosen to enter into this Agreement subject to the above limitations of liability after consideration of the totality of the proposal presented by RETTEW.

**6. Relationship with Other Consultants and Contractors** RETTEW is not responsible for any errors or omissions by other consultants, contractors or their respective subcontractors (collectively, "Contractors"), including, but not limited to, such Contractors' failure to adhere to the Deliverables, regardless of whether or not RETTEW is observing their work. RETTEW owes no duty to any Contractor to discover their errors, omissions or other defects in its work or in the work of its subcontractors. Client will use reasonable efforts to include the following language in its agreements with other Contractors on the Project: *"To the fullest extent permitted by law, contractor or consultant expressly waives any claims or causes of action against the project engineer for damages sustained in connection with the project, under any theory of liability, except to the extent that the damages resulted from personal injury or property damage. The project engineer is an intended third-party beneficiary of this provision."*

**7. Termination.** In addition to any other termination rights set forth herein, this Agreement may be terminated by either party upon 7 days written notice if the other party fails materially to perform in accordance with its terms. If the Project is permanently abandoned, this Agreement may be terminated by Client upon at least 7 days written notice to RETTEW. In the event of termination of the Project, Client will compensate RETTEW for Services performed or provided up to its receipt of the written notice of termination, for all reimbursable expenses incurred by RETTEW in furtherance of the Services (whether or not incorporated into the Services prior to termination), and reasonable fees and expenses directly associated with the closing the matter, the latter as approved by Client in advance. Timely payment to RETTEW is a material consideration of this Agreement. Client's failure to make payments in accordance with this Agreement shall constitute substantial non-performance and a cause for termination by RETTEW.

**8. Insurance.** During the term of the Agreement, RETTEW will maintain Workers' Compensation insurance, General Liability insurance, Automobile insurance, and Professional Liability insurance in commercially reasonable amounts. Client will maintain, or require its other contractors or consultants on the Project to maintain, such policies (if applicable) in commercially reasonable amounts. Except to the extent that such waiver would invalidate the applicable insurance coverage, the parties waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages to the extent covered by property insurance, except such rights as they may have to the proceeds of such insurance. Client and RETTEW shall require similar waivers from their contractors, consultants and agents.

**9. Opinions of Probable Construction Cost.** RETTEW's opinions of probable construction cost and other cost opinions or estimates are to be made on the basis of RETTEW's experience and qualifications as an engineer and represent RETTEW's best judgment as an experienced and qualified design professional generally familiar with the industry. However, because RETTEW has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, RETTEW cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by RETTEW or other cost opinions or estimates. If Client wishes greater assurance as to probable construction costs, Client shall employ an independent cost estimator.

**10. Disputes.** If a dispute arises from or relates to this Agreement or the breach thereof, that cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by non-binding mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to litigation. The parties further agree that they may initiate litigation regarding any dispute arising out of or relating to this Agreement, or breach thereof, if mediation does not result in a resolution within 90 days of initiation. Litigation between the parties regarding this Agreement shall be brought in a court of competent jurisdiction located in the state where the work hereunder is performed. In the event of litigation, the prevailing party shall be entitled to collect its reasonable attorneys' fees, experts' fees and costs related to the litigation from the other party. This Agreement shall be governed by and construed under the law of the state where the work hereunder is performed, without regard to its principles of conflicts of laws. The parties waive their right, if any, to a jury trial.

**11. Client Responsibilities.** Client will provide access to the site as necessary for RETTEW's performance of the Services. Client will provide, in a timely fashion, complete physical information about the site that may be necessary or desirable for RETTEW to perform the Services. Client will timely review proposals, schedules,



plans, and specifications prepared by RETTEW, and cooperate with RETTEW so that RETTEW may complete the Services in a timely fashion. Failure to provide such timely review may adversely impact scope, schedule and budget related to the Services. RETTEW shall be entitled to rely on information and recommendations provided by Client, and its Contractors without independent evaluation or verification.

**12. Notice of Defects.** Client shall promptly report to RETTEW any defects or suspected defects in the Services, so that RETTEW may take measures to minimize the consequences of such defect. Client will use reasonable efforts to include a similar contractual requirement on its Contractors. Failure by Client, and/or Client's Contractors, to so notify RETTEW shall relieve RETTEW of the costs of remedying the defects to the extent of the additional costs resulting from the failure of prompt notification.

**13. Underground Utilities.** Client will identify to RETTEW, in writing, the locations of known or suspected underground utilities or other underground structures or features at and near the project site that could affect the services to be provided (collectively, "Underground Utilities") and will provide all drawings in its possession or control that identify Underground Utilities. RETTEW will be responsible for the proper siting of underground utilities when provided with proper and accurate information regarding their location. Client agrees to defend, indemnify and hold RETTEW harmless from all penalties, claims and damages it sustains in connection with: (a) Underground Utilities that are not identified to RETTEW as required, not properly identified, or not properly located by municipalities, authorities, or utilities after proper notice (i.e., after calling the applicable state utility locating hotline, if one exists), and (b) construction schedules or practices out of RETTEW's control or knowledge that violate state utility locating notice requirements or invalidate otherwise proper utility notification made by RETTEW.

**14. Fees.**

a. Unless expressly stated otherwise in the Scope of Services, the "Total Fee" above is RETTEW's best estimate of the cost of Services required to complete the Project as RETTEW understands it to be defined and is not a cost-not-to-exceed limit on RETTEW's compensation. For fixed fee projects, payment shall be made based on the percent of work completed for each phase of work, unless otherwise agreed. For time and expense (cost plus) projects, billings are based on the hours worked, including travel time portal-to-portal, and reimbursable expenses. Overtime for non-exempt employees will be billed at 1.5 times the hourly rate.

b. Client is responsible for RETTEW's out-of-pocket expenses incurred in performing the Services, including, but not limited to, travel expenses, outside consultants, approval and permit fees, and any supplemental insurance requested. Reimbursable expenses will be billed at RETTEW's actual cost, plus 15%, except sales tax will be reimbursed at cost and mileage will be reimbursed at the applicable federal rate. Hotels and meals will be billed as a per diem expense as set out in the Rate Schedule.

**15. Additional Work.**

a. RETTEW shall be entitled to an equitable increase in compensation if it is required to perform additional work due to changes in Client decisions or Client's failure to make decisions in a timely fashion. Services or tasks beyond those set forth in the Scope of Services (including but not limited to, revisions due to adjustments in the project scope, quality, or budget) are considered "Additional Services" and will be billed at RETTEW's standard hourly rates, unless the parties agree otherwise in a change order or amendment to this Agreement.

b. If Additional Services are requested, RETTEW will provide Client with a change order or amendment to this Agreement to memorialize the parties' obligations regarding the Additional Services. RETTEW reserves the right to refuse to perform Additional Services until it receives written approval of the change order or amendment from the Client. If RETTEW does not receive such written approval in a timely manner, the project schedule could be impacted.

**16. Work Product and Intellectual Property.** Conditioned on full payment of amounts owed to RETTEW, RETTEW grants Client physical ownership of the Deliverables, and a royalty-free, nontransferable license to use the Deliverables solely for the Project. RETTEW retains all other intellectual property rights in the Deliverables and the intellectual property rights in any other document reduced to tangible form by RETTEW in furtherance of this Agreement. The Deliverables may not be used on any other projects or to complete the Project without RETTEW's consent, which will not be unreasonably withheld. Use of the Deliverables (or the data contained therein) in a manner that is contrary to this paragraph, or any alteration or modification of the Deliverables (or the data contained therein), is at Client's sole risk. Client agrees to defend, indemnify and hold RETTEW harmless from any liability for damages arising from such use, alteration or modification. Payment of all sums due in accordance with the terms of this Agreement is a condition precedent to Client's ownership or use of the Deliverables. Client shall consult with RETTEW before interpreting or clarifying the Deliverables.

**17. Miscellaneous.** There are no third party beneficiaries of this Agreement. There are no understandings or agreements concerning this Project except as expressly stated herein. These Terms cannot be modified, altered, abridged, rescinded or supplemented by any unilateral statement or writing of either party. These Terms control over any subsequent writings, unless specifically and explicitly agreed to by both parties, in

writing. If the Client directs RETTEW to initiate Services before execution of an agreement, these Terms will govern the engagement, unless subsequently agreed by the parties in writing. Neither party may assign this Agreement without the other party's written consent, which shall not be unreasonably withheld. If any provision hereof is deemed invalid or unenforceable, the other provisions shall remain in full force and effect, and binding upon the parties hereto. RETTEW may withdraw or revise the proposal if the Agreement is not executed by Client within 60 days of receipt.

**18. CONSTRUCTION SERVICES (If included in Scope of Services)**

18.1 RETTEW offers construction observation and construction administration services, but does not offer construction management or construction inspection services. (Construction management services are offered by RETTEW's affiliate, RETTEW Field Services, Inc.) RETTEW shall become generally familiar with the progress and quality of that portion of the work within the Scope of Services to determine, in general, if such work is being performed in a manner indicating that such work, when fully completed, will be in accordance with the construction documents. RETTEW shall not be required to make exhaustive or continuous on-site visits to observe the quality or quantity of such work. RETTEW's services do not include supervision or direction of the actual work of the contractor, its employees, agents or subcontractors. Client agrees to notify the contractor accordingly. The contractor shall also be informed by Client that neither the presence of RETTEW's field representative nor the observation by RETTEW shall excuse the contractor for defects or omissions in its work.

18.2 RETTEW shall not be responsible for any contractor's schedules or failure to carry out the work in accordance with the construction documents. RETTEW shall not have control over or charge of acts or omissions of any contractor, subcontractor, or their agents or employees, or of any other persons performing portions of the construction work.

18.3 Client agrees that its contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performances of the work, and that these requirements will apply continuously and not be limited to normal working hours. Any observation of the contractor's performance conducted by RETTEW's personnel will not include review of the adequacy of the contractor safety measures in, on or near the construction site. RETTEW is not responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970, and regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.

18.4 If expressly required under the Scope of Services to do so, RETTEW shall review contractors' submittals within 10 business days of their submission, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by any contractor, all of which remain the responsibility of the contractor. RETTEW's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures and RETTEW does not check or review the methods by which the contractor intends to execute the design. A recommendation for payment shall not be construed as permitting any departure from the contract between Client and the contractor or the construction documents, and the contractor shall remain responsible for any error in details, dimensions or otherwise that may exist. RETTEW's review and acceptance of shop drawings or submittals does not constitute approval or acceptance of design changes contained therein unless the contractor has specifically informed RETTEW in writing of such deviation at the time of the submittal and (1) RETTEW and Owner have given written approval to the specific deviation as a prior change in the work, or (2) a change order has been issued authorizing the deviation. When professional certification of performance characteristics of materials, systems or equipment is required by the construction documents, RETTEW shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the construction documents.

18.5 If the Scope of Services includes RETTEW's review of contractors' requests for payment, then such services shall be conducted in the following manner. Unless otherwise agreed in writing, RETTEW shall, within 10 business days from the date of receipt by RETTEW, review and evaluate such requests for payment based upon RETTEW's observations of the work and give Client its recommendations regarding such request. RETTEW's recommendations shall constitute a statement to Client as of the date of the contractor's request, that: (a) the work has progressed to the point indicated; and (b) that to the best of RETTEW's knowledge, information and belief, the quality of the work is consistent with the construction documents prepared by RETTEW and there are no known defects or deficiencies in the work for which Client should withhold payment under applicable law. The foregoing statements shall be interim only, shall be subject to an evaluation of the completed work compared to the construction documents, if requested by Client, and do not guarantee against minor deviations from the construction documents as of the date of the review.



**Derry Township School District**  
Hershey, Pennsylvania

## **Textbook Recommendation and Adoption**

<b>Curricular Area</b> English Language Arts	<b>Subject/Course:</b> 8th Grade ELA
<b>Grade Level(s):</b> 8th Grade	<b>Copyright Date:</b> 2002
<b>Recommended Title:</b> Bronx Masquerade	
<b>Author:</b> Nikki Grimes	<b>Publisher:</b> Penguin Young Readers
<p><b>Reasons for selection:</b> (Include relationship to written curriculum, level of difficulty, up-to-date content, available related/supporting materials, other books considered. Please include a description of online resources that are included or licenses that will be purchased with the text. Please include the number of licenses needed and the length of access before renewal. Continue on other side if necessary and attach any supporting information.)</p> <p>We would like to have <i>Bronx Masquerade</i> as a read-aloud option. This book introduces students to a diverse group of characters, allowing each one to find something they can connect with. By following the journey of 18 different characters, students are able to see how much each one changes throughout the course of a school year. This book provides an excellent example of how characterization is used throughout the course of a novel. There are also connections made to universal themes and students are able to identify how these themes weave in and out of each character's story. In answering discussion questions surrounding the book, students are able to make connections to 8th grade writing tasks while finding evidence to support their answers.</p> <p>This book provides an opportunity to focus on literary analysis with poetry in a way that is less threatening and more engaging; the poetry is connected to the chapters written in prose and is full of rich characterization. Since the poems are connected to each individual character, the students already have an understanding of the topics and are able to engage with the literature in a meaningful way.</p> <p>This book has a Lexile of 670L making it accessible for all students, but the juxtaposition of the prose and the poetry, as well as the content of the stories make for a more challenging and interesting read for 8th grade students.</p> <p><i>Bronx Masquerade</i> is a novel written in 18 voices. It follows a classroom of high school students over the course of a year, exploring who they are behind the masks they wear, and using poetry to do it.</p> <p>Bronx has no single main character, in the traditional sense, but there is one character whose point of view is represented throughout: Tyrone Bittings. Tyrone serves as Greek chorus, commenting on every character in the book. He helps the reader connect the dots from character to character and from one subplot to the next. Each character has his own story to tell, but Tyrone is privy to them all.</p>	

**Bronx Masquerade has earned the following awards and recognitions:****Coretta Scott King Award - 2003**

- The Coretta Scott King Book Awards are given annually to outstanding African American authors and illustrators of books for children and young adults that demonstrate an appreciation of African American culture and universal human values. The award commemorates the life and work of Dr. Martin Luther King, Jr., and honors his wife, Mrs. Coretta Scott King, for her courage and determination to continue the work for peace and world brotherhood.

**Notable Books for a Global Society**

- According to the Children's Literature and Reading Special Interest Group website: "Annually, a committee of the CL/R SIG (Children's Literature and Reading Special Interest Group) of the International Literacy Association selects 25 outstanding trade books for enhancing student understanding of people and cultures throughout the world."

<https://www.nikkigrimes.com/books/bkbronx.html>

(According to website above):

2003 Coretta Scott King Author Award

Best Book for Young Adults

Children's Literature Choice

Quick Pick for Young Adult Reluctant Readers

Junior Library Guild Selection

New York Public Library Book for the Teen Age

Tayshas High School Reading List (Texas)

Notable Books for a Global Society

(According to website above):

*New York Times* bestselling author Nikki Grimes is the recipient of the 2022 Virginia Hamilton Lifetime Achievement Award, the 2020 ALAN Award for outstanding contributions to young adult literature, the 2017 Children's Literature Legacy Award, the 2016 Virginia Hamilton Literary Award, and the 2006 NCTE Award for Excellence in Poetry for Children.

Cost per book vs. number of books needed:

\$9.00 per book/3 books needed

Cost:

\$27.00

Selection Personnel	Renee Owens	Abby Eggert
	Christina Miller	
<b>Program Leader:</b> Sarah O'Brien	<i>Sarah O'Brien</i>	<b>Date</b> 6/7/22
<b>Principal:</b> Erick Valentin	<i>Erick Valentin</i>	<b>Date</b> 6/9/22
<b>Assistant Superintendent:</b> Aaron Shuman	<i>Aaron Shuman</i>	<b>Date</b> 6/9/22
<b>Approved Superintendent</b>	<i>Stacy L. Newton</i> <b>Date</b> 10/17/22	<b>Board Approval</b> <b>Date</b> 10/11/22