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# Derry Township School District Board of Directors Meeting August 12, 2019

# **Summary Minutes - II**

#### 1. OPENING ITEMS

#### a. Call to Order

Mrs. Sicher called the meeting to order at 7:00 pm.

#### b. Roll Call

Members in Attendance: John Abel, Kathy Sicher, Donna Cronin, Lindsay Drew, Judy

Haverstick, Maria Memmi, Lewis Shaw, Tricia Steiner, Terry Singer

Member Absent: None

Non-Voting Members in Attendance: Joe McFarland, Mike Frentz

**Staff/Public in Attendance:** Dan Tredinnick, Jason Reifsnyder, Dr. Stacy Winslow, Rachel Reilly, Pat Reilly, Geoff Bohlender, Ashley Joyner, Alec Newman, Elizabeth Newman, Susan Newman, Brad Newman, Alexandria Brown, Ciindy Banducci, Kellee Schmidt, Dennis Banducci, Debra Rizzoto, Beverley Brown, Robert Brown, Anne Jones, AD Yanero, Makenzie Stritzinger, Reani Stritzinger, Audrey Confer, John Confer, Alessandria Rizzotto, Isabella Amato, Allision Hann, Catherine Reilly, Tracy Paioletti, Tracy Brown, Amy Kellenberger

#### c. Flag Salute

#### d. Approval of Board of Directors Agenda

Approval of the August 12, 2019 Derry Township School District Board of Directors Agenda.

#### **Minutes**

Following a motion made by Mrs. Memmi and a second by Ms. Drew the agenda for the evening's meeting was approved.

Vote Results

Yea: 9

John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner

**Nay:** 0

Abstain:

Not Cast: (

#### 2. INFORMATIONAL AND PROPOSALS

#### a. President Communications

#### **Minutes**

Mrs. Sicher allowed Mr. Zee to read a prepared statement. Mr. Zee announced that prior to this evening's meeting the Board met in executive session to discuss matters pertaining to potential litigation in consultation with the District's solicitor. Mr. Zee went on to note that this was direct result of information provided by the attorney for Dr. Ken Taylor and that the Board and administration cannot comment on anything concerning Dr. Ken Taylor's employment or the Girls Lacrosse program.

Mrs. Sicher also reported that the board would meet in a post-executive session following the conclusion of the regular meeting to discuss matters of personnel.

#### b. Recognition of Citizens (Agenda Items)

This is an opportunity for residents and taxpayers to address the Board on matters related to the agenda. Those who speak are asked to come to the microphone and state your name and address for the record. 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.

Speakers are asked to review the protocol for addressing the Board which can be found at the sign in table prior to speaking. Those wishing to present private concerns or questions needing follow-up outside of the Board meeting are asked to fill out a contact card, which can be found at the podium. Completed cards may be turned in to members of the administration to facilitate a reply.

#### **Minutes**

The following citizens were recognized by the Board of Directors:

None

#### c. Community Correspondence Report

#### **Minutes**

Mr. Tredinnick reported that there were 25 submissions for the month of July 2019.

#### d. Anticipated Agenda Items for the Next Board of Directors Meeting

The following items will be on the Agenda for the August 26, 2019 Public Board of Directors Meeting:

- 1. Approval of August 12, 2019 Board of Directors Summary Minutes
- 2. Requests for the Use of Facilities
- 3. Personnel
- 4. Staff Development

#### **Minutes**

The anticipated items for the August 26, 2019 Public Board of Directors Meeting were reviewed.

#### 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

Mrs. Steiner requested that the Child Evangelism Fellowship of Dauphin County, Inc. and Holy Family University be pulled from the consent agenda (4b) and voted upon separately. Following a motion by Mrs. Memmi and a second by Mr. Singer items 4a, 4b and 4c of the consent agenda items were approved with the exception of the two items pulled.

**Yea**: 9

John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy

Sicher, Terry Singer, Tricia Steiner

Nay: 0
Abstain: 0
Not Cast: 0

# a. Approval of July 15, 2019 Summary Board of Directors Meeting Minutes - I

# b. Request for the Use of School Facilities

The Administration recommends the approval of the following Request for the Use of School Facilities:

Group:	Child Evangelism Fellowship of Dauphin County, Inc.	
Date/Time:	Every Thursday October 17, 2019 through April 30, 2020 3:45 p.m to 5:00 p.m.	
Requested Facility:	Elementary School - MPR1	
Event:	Good News Club	
Fee:	None	

Group:	Township of Derry Parks & Recreation	
Date/Time:	Monday, August 26, 2019 through Friday, June 5, 2020 Monday through Friday 6:30 a.m 8:45 a.m. and 3:00 p.m 6:00 p.m. Adjusted hours on planned 2 Hour Late Start & Early Dismissals	
Requested Facility:	Elementary School Cafeteria & Gym	
Event:	Kids Club - Before & After School Program	
Fee:	None	
Group: Township of Derry Parks & Recreation		
Date/Time:	Monday, August 26, 2019 through Friday, June 5, 2020 3:00 p.m 6:00 p.m Adjusted Hours on Planned Early Dismissals	
Requested Facility:	August 26, 2019 -January 31, 2020 - ECC Cafeteria, Kitchen & Gym February 3, 2020 - June 5, 2020 - ECC Cafeteria, Kitchen, Both Art Rooms, Room 46, and 1 Additional Room TBD	
Event:	Kids Club - Expanded After School Program	
Fee:	None	

Group: Holy Family University		
Date/Time: Thursday, September 26, 2019 4:30 p.m 6:30 p.m.		
Requested Facility: High School - Library Conference Room A & B		
Event: Information Meeting		
Fee:	None None	

Group:	PA School Librarians Association	
Date/Time:	Saturday September 21, 2019, 8:00 a.m 3:30 p.m.	
Requested Facility:	High School Library	
Event:	PSLA "Leading at any Level" leadership training	
Fee:	Custodial: \$39.95 (approx. \$299.63)	
Total Fees:	Approximately \$299.63	

Group:	Joy of Sports Foundation	
Date/Time:	Sundays from 6:30 p.m. to 8:30 p.m. September 22, 2019 through October 27, 2019	
Requested Facility:	Middle School - Gym	
Event:	Co-Ed Dodge-ball 6th to 12th grade students	
Fee:	Custodial: \$39.95 per hour - Approximately \$479.40	
Total Cost:	Approximately \$479.40	
Total Fees	Approximately \$479.40	

# c. Announcement of Staff Development Conferences

Staff Member	Allison Mackley
Conference:	American Library Association Midwinter Meetings
Location:	Philadelphia, PA
Dates: January 24, 2020 through January 28, 2020	
Expenses:	\$455.00

# d. Request for Use of Facilities - Child Evangelism Fellowship of Dauphin County, Inc.

Group:	Child Evangelism Fellowship of Dauphin County, Inc.	
Date/Time:	Every Thursday October 17, 2019 through April 30, 2020 3:45 p.m to 5:00 p.m.	
Requested Facility:	Elementary School - MPR1	
Event:	Good News Club	
Fee:	None	

#### **Minutes**

Following a motion by Ms. Drew and a second by Mrs. Memmi the item was tabled until the August 26, 2019 Board meeting.

#### Vote Results

Yea: 7

John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Kathy Sicher, Terry

Singer,

Nay: 2

Lewis Shaw, Tricia Steiner

Abstain: 0
Not Cast: 0

# e. Request for Use of Facilities - Holy Family University

Group:	Holy Family University	
Date/Time:	Thursday, September 26, 2019 4:30 p.m 6:30 p.m.	
Requested Facility:	High School - Library Conference Room A & B	
Event:	Information Meeting	
Fee:	None	

#### Minutes

Following a motion by Mrs. Memmi and a second by Dr. Cronin the Holy Family University request for use of facilities was approved.

#### Vote Results

Yea: 8

John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy

Sicher, Terry Singer

Nay: 1

Tricia Steiner

Abstain: 0

Not Cast: 0

# 5. NEW BUSINESS

# a. Lebanon Valley College Affiliation Agreement

The Administration recommends the Board approve the affiliation agreement with Derry Township School District and Lebanon Valley College effective August 12, 2019.

#### **Minutes**

Following a motion by Mrs. Memmi and a second by Ms. Drew the affiliation agreement with Derry Township School District and Lebanon Valley College effective August 12, 2019 was approved.

Vote Results

**Yea:** 9

John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner

**Nay:** 0

Abstain: 0
Not Cast: 0

#### b. 322 Field Turf Bid

The administration recommends the Board award the 322 Field Turf Bid to Sprinturf in the net amount of \$341,000.

#### **Minutes**

Following a motion by Mrs. Memmi and a second by Ms. Drew the 322 Field Turf Bid was awarded to Sprinturf in the amount of \$341,000.

#### Vote Results

**Yea:** 9

John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner

Nay: 0

Abstain: 0

Not Cast: 0

#### c. Granada Roof Bids

The Administration recommends the Board accept the bid and approves Detwiler Roofing, and authorizes Warehaus to issue a Notice of Intent to Award for the General Construction Contract for the Project entitled "The Roof Replacement at the East Granada Avenue Buildings" based on the bids received July 9, 2019.

The award amount will be based on accepting the Base Bid amount of \$1,190,000, all unit prices, and the following Alternates and rejecting all other alternates:

- ALTERNATE NO. G-2 Building A Roof: 30 Year Warranty. Add \$34,000
- ALTERNATE NO. G-3 Building A Roof: Retro-drain in lieu of replacing existing drains and piping. Deduct \$(7,000)
- ALTERNATE NO. G-4 Alternate No. G-4c: Metal Era Stone Look Coping Profile Deduct \$(16,000)
- ALTERNATE NO. G-6 Building B Roof: 30 Year Warranty. Add \$16,000
- ALTERNATE NO. G-7 Alternate No. G-7c: Metal Era Stone Look Face Coping Profile Deduct \$(8,000)
- ALTERNATE NO. G-9 Building C Roof: 30 Year Warranty. Add \$32,000
- ALTERNATE NO. G-10 Building C Roof: Roof Area C3 Standing Seam Metal Roof.
   Add \$64,000

The Total Awarded Sum will be \$1,305,000.

The Derry Township School District intends to enter into a construction contract with the above reference Bidder provided the Bidder submit properly executed Agreement Form, Bonds, and Insurance Certificates, in accordance with the Bidding Documents.

#### **Minutes**

Following a motion by Mrs. Memmi and a second by Ms. Drew the Granada Project Roofing bid was awarded to Detwiler Roofing in the total amount of \$1,305,000.

#### Vote Results

Yea: 8 John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Kathy Sicher, Terry

Singer, Tricia Steiner

Nay: 1 Lewis Shaw

Abstain: 0
Not Cast: 0

# d. Elementary Facility Study

The administration recommends the Board approve Warehaus to provide Pre-Design, Conceptual, Programming and Planning Design services for the Elementary School Facility study in the amount of \$318,500.

#### Minutes

Following a motion by Ms. Drew and a second by Mrs. Memmi the contract with Warehaus in the amount of \$318,500 for an Elementary School Facility study was approved.

#### Vote Results

Yea: 9 John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy

Sicher, Terry Singer, Tricia Steiner

Nay: 0
Abstain: 0
Not Cast: 0

# e. Personnel - Resignations

The Administration recommends the approval of the following resignations:

#### **Professional:**

#### Cross, Leah

Special Education Teacher Early Childhood Center

Reason: Personal

Effective: 07/30/2019 (retroactive)

#### Classified:

#### Finton, Jacquelin

Substitute General Food Service Worker

District-wide

Reason: Per Reasonable Assurance

# **Grieve-Carlson, Bridget**

Paraprofessional Middle School Reason: Personal

Effective: 08/8/2019 (retroactive)

# Holley, Kristy

General Food Service Worker

**High School** 

Reason: Personal

Effective: 07/16/2019 (retroactive)

#### Houser, Holly

Paraprofessional (Self-Contained Classroom)

**High School** 

Reason: Personal

Effective: 08/06/2019 (retroactive)

# lozzia, Iris

Administrative Assistant

**District Office** 

Reason: Retirement Effective: 10/25/2019

#### Keefer, Steven

General Food Service Worker

Elementary School Reason: Personal

Effective: 07/29/2019 (retroactive)

# Keller, Gayle

Substitute Administrative Assistant

District-wide

Reason: Per Reasonable Assurance

Effective: 08/13/2019

# Kirby, Kathy

Paraprofessional (Self-Contained Classroom)

Middle School

Reason: Retirement Effective: 10/02/2019

# Moses, Karen

General Food Service Worker

Middle School Reason: Personal

Effective: 07/18/2019 (retroactive)

# Schwanzer, Taylor

**Substitute Nurse Assistant** 

District-wide

Reason: Per Reasonable Assurance

Effective: 08/13/2019

# Stoner, Susan

General Food Service Worker

Middle School Reason: Personal

Effective: 06/07/2019 (retroactive)

Wildasin, Kristin

**Substitute Nurse Assistant** 

District-wide

Reason: Per Reasonable Assurance

Effective: 08/13/2019

#### Yohe, Michele

Substitute Administrative Assistant

District-wide

Reason: Per Reasonable Assurance

Effective: 08/13/2019

#### **Minutes**

Following a motion by Dr. Cronin and a second by Mrs. Memmi the Personnel - Resignation items were approved.

Vote Results

**Yea:** 9

John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy

Sicher, Terry Singer, Tricia Steiner

Nay: 0

**Abstain:** 0

Not Cast: 0

# f. Personnel - General

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

#### **Professional:**

Bruns-Heck, Anna (increased enrollment)

Kindergarten Teacher Early Childhood Center Long Term Substitute Bachelors, Step 1 Salary: \$52,494

Effective: 08/13/2019 through the end of the 2019-2020 school year (pending receipt of Act

24,114 and Act 168 certifications)

# Burns, Samantha (replacing Kathleen Weaver)

**Special Education Teacher** 

Middle School

**Temporary Professional** 

Bachelors, Step 2

Salary: \$53,694 (pro-rated)

Effective: To be determined (pending receipt of Act 24, 114, 126 and Act 168 certifications)

# Marke, Cassandra (replacing Katelyn Harley)

Part-time Art Teacher

Middle School

**Temporary Professional** 

Bachelors, Step 1

Salary: \$52,494 (pro-rated)

Effective: 08/13/2019 (pending receipt of Act 151, 114, 126, and 24 certifications)

# Spataro, Kristi (replacing Bethany Kleinfelter)

Grade 5 Teacher

Intermediate Elementary School

**Temporary Professional** 

Bachelors, Step 1 Salary: \$52,494

Effective: 08/13/2019

# **Stine, Scott** (replacing Brian Ferry)

**Business Education Teacher** 

**High School** 

**Professional** 

Masters+45, Step 5

Salary: \$66,584 (pro-rated) Effective: To be determined

#### **Transfer of Professional Staff:**

#### Shay, James\*

From: Grade 7 Science Teacher

Middle School

To: Biology Teacher (replacing Caitlyn Zechman)

**High School** 

#### Zechman, Caitlyn\*

From: Biology Teacher

**High School** 

To: Grade 7 Science Teacher (replacing James Shay)

Middle School

Effective: 08/19/2019

Classified:

# Ali, Munazza (replacing Cheryl Nowack)

**General Food Service Worker** 

Early Childhood Center Level A: 4.0 hours per day Salary: \$13.25 per hour

Effective: 08/13/2019 (pending receipt of Act 151 certification)

# **Anthony, Alyeisha** (replacing Michelle Yohe)

Administrative Assistant

**Elementary School** 

Level A: 4.0 hours per day Salary: \$19.30 per hour Effective: 08/13/2019

#### Bandy, Jill

Substitute Administrative Assistant

District-wide

Salary: \$17.52 per hour Effective: 08/13/2019

#### Billett, George (replacing Scott Crumlich)

Custodian (2nd Shift)

High School

Full-time, 8.0 hours per day Salary: \$17.00 per hour

Effective: 08/13/2019

# Cairo, Richard (replacing Frank Billich)

Custodian (2nd Shift)

Middle School

Full-time, 8.0 hours per day Salary: \$17.00 per hour

Effective: 08/13/2019 (pending receipt of Act 151 certification)

#### **Ebersole, Debbie** (replacing Margarett Hay)

**General Food Service Worker** 

High School

Level A: 4.0 hours per day Salary: \$13.25 per hour Effective: 08/13/2019

#### Grazan, Katelyn (new position)

Paraprofessional (Self-Contained Classroom)

Early Childhood Center Level B: 6.5 hours per day Salary: \$16.76 per hour Effective: 08/13/2019

# Green, Christie (replacing Jessica Yahner)

Paraprofessional (Self-Contained Classroom)

Early Childhood Center Level B: 6.5 hours per day Salary: \$16.76 per hour

Effective: 08/13/2019 (pending receipt of Act 168 certification)

#### **Kravets, Heather** (new position)

**General Food Service Worker** 

District-wide

Level A: 4.0 hours per day Salary: \$13.25 per hour Effective: 08/13/2019

#### Meckes, Jennifer (replacing Theresa DeAcosta)

Administrative Assistant

**Elementary School** 

Level A: 4.5 hours per day Salary: \$19.30 per hour Effective: 08/13/2019

# Oyalo, Seyde (replacing Gretchen Silar)

General Food Service Worker

Middle School

Level A: 4.0 hours per day Salary: \$13.25 per hour Effective: 08/13/2019

# Russen, Jessica (replacing Ashley Stevens)

**General Food Service Worker** 

**High School** 

Level A: 4.0 hours per day Salary: \$13.25 per hour Effective: 08/13/2019

#### **Swartz, Tara** (replacing Kristen Mueller)

Nurse Assistant Middle School

Level C: 7.0 hours per day Salary: \$26.23 per hour

Effective: 08/13/2019 (pending receipt of Act 151 and 168 certifications)

#### **Transfer of Classified Staff:**

#### Abdelhafez, Manar\*

From: Paraprofessional Early Childhood Center

To: Paraprofessional (Self-Contained Classroom) (replacing Vickie Kulbacki)

Early Childhood Center Level B: 6.5 hours per day Salary: \$16.76 per hour Effective: 08/13/2019

# Pintarch, Susan\*

From: Cafeteria/Recess Aide

Early Childhood Center

To: Substitute Cafeteria/Recess Aide

Elementary School Salary: \$12.12 per hour Effective: 08/13/2019

# Woodfin, Floyd Regan\*

From: Substitute Cafeteria/Recess Aide

**Elementary School** 

To: Cafeteria/Recess Aide (replacing Susan Pintarch)

Early Childhood Center Level A: 3.0 hours per day Salary: \$13.93 per hour Effective: 08/13/2019

# Yahner, Jessica\*

From: Paraprofessional (Self-Contained Classroom)

Early Childhood Center

To: Paraprofessional (Self-Contained Classroom) (replacing Faith Ezzo)

Middle School

Level B: 6.5 hours per day Salary: \$16.76 per hour Effective: 08/13/2019

# Zitko, Christa\*

From: Paraprofessional Early Childhood Center

To: Paraprofessional (Self-Contained Classroom) (replacing Lorrie Peters)

Early Childhood Center Level B: 6.5 hours per day Salary: \$19.03 per hour Effective: 08/13/2019

#### **Limited Service Contracts:**

# Blosky, Elizabeth\*

Mentor to James Shay, Biology Teacher High School

Salary: \$500

Effective: 08/13/2019

# **Boblick, Timothy**

Assistant Varsity Football Coach High School

Group D, Step 10 Salary: \$4,681

Effective: 08/13/2019

# Brandt, Wendy\*

Mentor to Lauren Myer, Grade 1 Teacher

Early Childhood Center

Salary: \$1,500

Effective: 08/13/2019

# Buterbaugh, Brian\*

Co-Curricular Orchestra Director

High School

Group G, Step 9 Salary: \$2,559

# **Buterbaugh, Brian\***

Co-Curricular Orchestra Director Middle School Group H, Step 9

Salary: \$1,918

Effective: 08/13/2019

# Clark, Jamie\*

Mentor to Cassandra Marke, Art Teacher

Middle School Salary: \$1,500

Effective: 08/13/2019

# Doyle Lauren\*

Mentor to Chelsea Singleton, School Counselor

Middle School Salary: \$500

Effective: 08/13/2019

# Farrell, Joseph\*

Mentor to Brandon Buterbaugh, Music Teacher

High School Salary: \$1,500

Effective: 08/13/2019

# Farrell, Joseph\*

Mentor to Brian Buterbaugh, Music Teacher

High School Salary: \$1,500

Effective: 08/13/2019

# Fisher, Nicole\*

Mentor to Monica Breiner, Social Studies Teacher

High School Salary: \$1,500

Effective: 08/13/2019

#### Hensel, Brendan\*

Assistant Varsity Golf Coach High School

Group G, Step 8 Salary: \$2,443

# Hensel, Brendan\*

Mentor to Lauren Doyle, School Counselor

High School Salary: \$500

Effective: 08/13/2019

#### Intrieri, Jessica\*

Head Varsity Softball Coach High School Group C, Step 11

Salary: \$5,582

Effective: 08/13/2019

# Koons, Stephen\*

Mentor to Melissa Heilner, Art Teacher LTS

Elementary School Salary: \$1,500

Effective: 08/13/2019

# Lyons, Dalton

**Assistant Varsity Football Coach** 

High School Group D, Step 1 Salary: \$2,849

Effective: 08/13/2019

# Mackneer, Jeffrey\*

Mentor to Samuel Brenneman, Technology Education Teacher

High School Salary: \$1,500

Effective: 08/13/2019

#### MacNicol, Megan\*

Mentor to Nicholas Frank, Spanish Teacher

High School Salary: \$1,500

Effective: 08/13/2019

#### McDonald, Susan\*

Mentor to Samantha Burns, Special Education Teacher

Middle School Salary: \$1,500

# Nesbitt, Sherry\*

Mentor to Samantha Bryant, Family Consumer Science Teacher

Middle School Salary: \$1,500

Effective: 08/13/2019

#### Renn, Betsy

Assistant Varsity Field Hockey Coach High School Group D, Step 10

Salary: \$4,681

Effective: 08/13/2019

# Shoemaker, Leanne\*

Mentor to Ryan Johnson, Special Education Teacher Primary Elementary School

Salary: \$1,500

Effective: 08/13/2019

# Stahl, Stacy\*

Mentor to Kristi Spataro, Grade 5 Teacher Intermediate Elementary School

Salary: \$1,500

Effective: 08/13/2019

# Wood, Deborah\*

Mentor to Kelci Siminitus, Grade 4 Teacher Intermediate Elementary School

Salary: \$1,500

Effective: 08/13/2019

#### Zitko, John\*

Mentor to Caitlyn Zechman, Science Teacher

Middle School Salary: \$500

Effective: 08/13/2019

# Zitko, John\*

Head Girls' Volleyball Coach Middle School

Group F, Step 15 Salary: \$4,070

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

#### Gustafson, Jessica\*

Mathematics Teacher

High School

**Childrearing Leave** 

Effective: On or about 10/21/2019 through the end of the 2019-2020 school year

3. The Administration recommends the approval of the following request in accordance with District Policy 338:

# Krayeski, Linda\*

**Special Education Teacher** 

**High School** 

Restoration of Health

Effective: 08/19/2019 through the end of the 2019-2020 school year

4. The Administration recommends the approval of the following request in accordance with District Policy 339:

# **Bucher, Summer\***

**Paraprofessional** 

Intermediate Elementary School

**Uncompensated Leave** 

Effective: approximately 10/01/2019 through 01/05/2020

#### **Minutes**

Following a motion by Ms. Drew and a second by Dr. Cronin the appointments were approved and the transfers were recognized.

#### Vote Results

**Yea:** 9

John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner

**Nay:** 0

Abstain: (

Not Cast: 0

# 6. DELEGATE REPORTS

#### **Minutes**

There were no Delegate reports

<sup>\*</sup> This individual is currently an employee. Clearances are on file.

# 7. SPECIAL REPORTS

#### a. Board Members' Report

#### **Minutes**

Mrs. Haverstick noted that the Dauphin County Technical School would be making a decision on approval of their next Executive Director, who will be taking over for Peggy Grimm, who will be retiring.

#### b. Superintendent's Report

#### Minutes

Mr. McFarland provided the following report to the Board:

- In July, former Key Club officers Erica Wang and Michael Miller, along with advisors Liz Blosky and Amy Licata us attending the first ever Thirst Project Legacy Summit in July. They were able to hear many famous speakers and performers as well as network with advisors and students from schools around the country. Additionally, they were able to meet with all of the Thirst Project directors and C.E.O. The HHS team was pleasantly surprised to receive the Thirst Project Legacy Award as a school that has demonstrated a dedication to the mission of helping to end the global water crisis for several years with great success. Enough money has been donated over the years to fund our 8th and 9th wells this year. Here is a picture of the group and the award. We are very proud of the global citizenship and service example from our students and staff.
- This past Saturday, I had the privilege of giving the Class of 1969 a tour of their former high school (now our middle school). It was a joy and pleasure to share with them and to listen to their stories of what school was like in the 60's when they walked the halls of HHS! Here is a picture of the 25 class members who were able to be a part of the tour.
- We are excited and ready to go for the start of an amazing 2019-2020 school year! Tomorrow, we welcome all of our new teachers. Next Monday, we welcome back our entire staff and Wednesday will be our second annual Bridge Day! New this year will be the addition of Link Crew for the rising 9th graders and we are super excited for that and how it will help develop leadership skills for our link crew leaders and provide support and a strong sense of belonging among our 9th graders. All of our Link Crew leaders will be involved in a full day training this coming Sunday as they prepare to welcome the class of 2023 next Wednesday. And, just in case anyone forgot, school starts for all students on Monday, August 26th!

#### c. Board President's Report

#### **Minutes**

Mrs. Sicher wished everyone good luck for the start of the 2019-2020 school year.

#### 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 come to the microphone and follow the same guidelines outlined at the initial public comment portion of our meeting.

#### **Minutes**

The following citizens were recognized by the Board of Directors:

- Brad Newman Spoke about his concerns with the Board's involvement in the hiring process for athletics
- Rachel Reilly Shared her perspective on the failure to hire girl's lacrosse coaches

- Dave Obenstein Read a letter from other family concerning girl's lacrosse coaches and thanked the Board for their actions
- Wayne Rivers Spoke about girl's lacrosse coaches
- Tony Annero Spoke about girl's lacrosse coaches
- Jeff Bollinger Spoke about girl's lacrosse coaches and Board policies and procedures
- Andy Joyner Spoke about girl's lacrosse coaches
- Meckenzie Stritzinger Spoke about girl's lacrosse coaches
- Daniele Rizzotto Spoke about girl's lacrosse coaches
- Kathryn Reilly Spoke about positive culture of the girl's lacrosse team and positive experience with coaches
- Audrey Confer Spoke about girl's lacrosse coaches
- Amy Kellenberger Spoke about girl's lacrosse coaches

# 9. ADJOURNMENT

#### **Minutes**

Following a motion by Mrs. Memmi and a second by Ms. Drew the meeting was adjourned to post executive session at 8:10 pm.

Respectfully submitted,

Michael Frentz

Secretary to the Board

Approved August 26, 2019

Kathy Sicher

President of the Board of Directors

# Derry Township School District School Board Meeting August 12, 2019

		ND Print Your Name
	Signature	Printed Name
	Daniel B Tradinnick	Dan Tredinnick
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E	Karlol Kallly	Kachel Keille
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# Derry Township School District School Board Meeting August 12, 2019

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# Derry Township School District School Board Meeting August 12, 2019

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Signature	amy Kellenberger.
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# ATHLETIC TRAINING CLINICAL EDUCATION AFFILIATION AGREEMENT

This Agreement (the "AGREEMENT") is made the day of August, by and between LEBANON VALLEY COLLEGE (the "SCHOOL") and DERRY TOWNSHIP SCHOOL DISTRICT (the "HOST AGENCY").

WHEREAS, the purpose of this AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality clinical learning experiences for athletic training students in LEBANON VALLEY COLLEGE.

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet LEBANON VALLEY COLLEGE's accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

- The HOST AGENCY will provide athletic training student, and faculty if applicable, access to appropriate resources for athletic training student education.
- LEBANON VALLEY COLLEGE is ultimately responsible for the athletic training education program, academic affairs, and the assessment of athletic training students.
- LEBANON VALLEY COLLEGE is primarily responsible for the appointment and assignment of faculty members with responsibility for athletic training student teaching.
- Specification of the responsibility for treatment and follow-up when an athletic training student is exposed to an infectious or environmental hazard or other occupational injury,
- The shared responsibility of LEBANON VALLEY COLLEGE and HOST AGENCY for creating and maintaining an appropriate learning environment.

WHEREAS, neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties identified in the Athletic Training Clinical Education Affiliation Agreement Implementation Letter agree as follows:

# A. Responsibilities of the SCHOOL

- 1. LEBANON VALLEY COLLEGE will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to the HOST AGENCY only those students who have satisfactorily completed the prerequisite didactic portions of LEBANON VALLEY COLLEGE's curriculum.
- 2. LEBANON VALLEY COLLEGE will retain ultimate responsibility for the education and assessment of its students. LEBANON VALLEY COLLEGE's representative for this Agreement shall be a faculty member appointed and assigned by LEBANON VALLEY COLLEGE, who will be responsible for athletic training student teaching and assessment provided pursuant to this Agreement.
- 3. LEBANON VALLEY COLLEGE will advise all students assigned to the HOST AGENCY facilities regarding the confidentiality of patient (the term "patient" as used herein shall mean students of the HOST AGENCY) records and student information imparted during the training experience. LEBANON VALLEY COLLEGE will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT. LEBANON VALLEY COLLEGE acknowledges and agrees that all students placed with the HOST AGENCY must comply with policies, procedures, rules and directives of the HOST AGENCY regarding the confidentiality of HOST AGENCY student information.
- 4. LEBANON VALLEY COLLEGE will require all participating students to maintain health insurance and provide proof of health insurance to the School. The HOST AGENCY may request the student provide proof of health insurance prior to beginning of the training experience.
- 5. LEBANON VALLEY COLLEGE will require all participating students to acquire and submit, prior to any placement with the HOST AGENCY, all background certifications required by law and the policies of the Board of School Directors of the HOST AGENCY, and all such background certifications must be satisfactory within the sole discretion of the HOST AGENCY. LEBANON VALLEY COLLEGE will also inform students that they will be required to undergo a drug test as well as other similar screening tests pursuant to LEBANON VALLEY COLLEGE's policies and practices, and that the cost of any such test will be paid by the student.
- 6. LEBANON VALLEY COLLEGE will advise students that they are required to comply with HOST AGENCY policies, rules, regulations, and procedures.
- 7. If requested by the HOST AGENCY, LEBANON VALLEY COLLEGE will provide instruction to the HOST AGENCY'S staff with respect to LEBANON VALLEY COLLEGE's expectations regarding assessment of LEBANON VALLEY COLLEGE's students at the HOST AGENCY.
- 8. LEBANON VALLEY COLLEGE warrants and represents that it provides occurrence-based liability insurance or self-insurance for its students with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. If requested by the HOST AGENCY, LEBANON VALLEY COLLEGE shall provide a certificate of insurance demonstrating coverage for students completing athletic training clinical education at the HOST AGENCY, and HOST AGENCY shall be named as an additional insured on any such policy.

# B. Responsibilities of the HOST AGENCY

- 1. The HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide students and faculty with access to appropriate resources for athletic training student education including: a) access to patients at HOST AGENCY facilities in an appropriately supervised environment, in which the students can complete LEBANON VALLEY COLLEGE's curriculum; b) student security badges or other means of secure access to patient care areas; c) access and required training for athletic training students in the proper use of electronic medical records or paper charts, as applicable; d) computer access;
- 2. The HOST AGENCY will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in HOST AGENCY's facilities, students will have the status of trainees; are not to replace HOST AGENCY staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the medical education program. HOST AGENCY and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.
- 3. The HOST AGENCY staff will, upon request, assist LEBANON VALLEY COLLEGE in the assessment of the learning and performance of participating students by completing assessment forms provided by LEBANON VALLEY COLLEGE and returned to LEBANON VALLEY COLLEGE in a timely fashion.
- 4. The HOST AGENCY will provide for the orientation of LEBANON VALLEY COLLEGE's participating students as to the HOST AGENCY'S rules, regulations, policies, and procedures.
- 5. The HOST AGENCY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury while at the HOST AGENCY, the HOST AGENCY, upon notice of such incident from the student, will provide such emergency care as is provided its employee.
- 6. To the extent the HOST AGENCY, generates or maintains educational records related to the participating student, the HOST AGENCY agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to LEBANON VALLEY COLLEGE and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, LEBANON VALLEY COLLEGE hereby designates HOST AGENCY as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to LEBANON VALLEY COLLEGE's records is required by HOST AGENCY to carry out the Program.
- 7. The HOST AGENCY will provide written notification to LEBANON VALLEY COLLEGE promptly if a claim arises involving a student. The HOST AGENCY and LEBANON VALLEY COLLEGE agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

- 8. The HOST AGENCY will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The HOST AGENCY will notify LEBANON VALLEY COLLEGE's course director if such an action is required.
- 9. The HOST AGENCY shall identify a preceptor from among its medical staff who will communicate and cooperate with LEBANON VALLEY COLLEGE's Clinical Education Coordinator to ensure faculty and athletic training student access to appropriate resources for the clinical training experience.

# C. Mutual Responsibilities

- 1. Representatives for each party will be established on or before the execution of this AGREEMENT.
- 2. The parties will work together to maintain an environment of high quality patient care. At the request of either party, a meeting or conference will promptly be held between LEBANON VALLEY COLLEGE and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the athletic training clinical education site.
- 3. LEBANON VALLEY COLLEGE will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using LEBANON VALLEY COLLEGE facilities. The HOST AGENCY will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the HOST AGENCY facilities.
- 4. LEBANON VALLEY COLLEGE and the HOST AGENCY will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.
- 5. LEBANON VALLEY COLLEGE, including its faculty, staff, and athletic training students, and HOST AGENCY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which will include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.
- 6. HOST AGENCY may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the HOST AGENCY. The HOST AGENCY will immediately notify the appropriate office of LEBANON VALLEY COLLEGE if such an action is required and the reasons for such action. LEBANON VALLEY COLLEGE may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. LEBANON VALLEY COLLEGE will notify the HOST AGENCY if such action is required.

# D. Term and Termination

This AGREEMENT is effective upon execution of the Implementation Letter by both parties to the covered clinical athletic training experience(s) and will continue indefinitely or until terminated. This AGREEMENT may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled clinical assignment at HOST AGENCY.

# E. Employment Disclaimer

The students participating in the program will not be considered employees or agents of the HOST AGENCY or LEBANON VALLEY COLLEGE for any purpose. Students will not be entitled to receive any compensation from HOST AGENCY or LEBANON VALLEY COLLEGE or any benefits of employment from HOST AGENCY or LEBANON VALLEY COLLEGE, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any student of LEBANON VALLEY COLLEGE.

# F. No Agency Relationship Between the Parties.

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

# G. Assignment

This AGREEMENT will not be assigned by either party without the prior written consent of the other.

# H. Governmental Immunity

If LEBANON VALLEY COLLEGE is a public entity entitled to protections of governmental immunity under applicable law, it is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this AGREEMENT will be construed as: an express or implied waiver by LEBANON VALLEY COLLEGE of its governmental immunity or of its state governmental immunity; an express or implied acceptance by LEBANON VALLEY COLLEGE of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; or, a pledge of the full faith and credit of a debtor contract; or, as the assumption by the LEBANON VALLEY COLLEGE of a debt, contract, or liability of the HOST AGENCY. Notwithstanding the foregoing or any other provision of this Agreement, nothing in this Agreement shall be deemed a direct or indirect waiver of or limitation to any sovereign or governmental immunity applicable to the HOST AGENCY, including, without limitation, under the Pennsylvania Political Subdivision Tort Claims Act.

# I. No Special Damages

In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

#### J. Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid.

# K. No Payments

No payments shall be made between the parties or to the students in connection with this Agreement.

# L. Severability

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

#### M. Headlines

Headlines in this AGREEMENT are for convenience only.

# N. Entire Agreement

This AGREEMENT contains the entire AGREEMENT of the parties as it relates to this subject matter.

COLLEGE and the HOST AGENCY and the promoting the interest of both. The terms of	ognize the interdependence of LEBANON VALLEY hat the parties will derive the greatest benefits by of this agreement will commence on tent may be modified by mutual consent at the close of
Lebanon Valley College	Host Agency
M. Const.  Authorized Signature	Authorized Signature
Monica Cowart Print Name	Print Name & Title
Signature Program Director	Authorized Signature
Print Name Program Director	Mike Frente Borne Scretary Print Name & Title
Signature Clinical Education Coordinator	Authorized Signature
Erin Ulrich Print Name CEC	Joseph McFarland, Superintendent Print Name & Title



# Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 05 made as of the 15 day of May in the year 2019 (In words, indicate day, month and year.)

#### THE OWNER:

(Name, legal status and address)

**Derry Township School District** 30 East Granada Avenue, Suite 200 Hershey, PA 17033

#### THE ARCHITECT:

(Name, legal status and address)

Warehaus 320 North George Street, Suite 100 York, PA 17401

for the following PROJECT: 2018.0170.04 (Name, location and detailed description)

We are pleased to present our Agreement to provide professional services for the above referenced Project. We understand that the Project involves the development of a PART I -Pre-Design / Conceptual / Programming / Planning Design Package in conjunction with preparation of an order of magnitude budget. The Project will be based on review of the existing ±157,590 SF elementary school with the potential connection to the Early Childhood Center building located at 450 Homestead Road in Derry Township, Dauphin County, Pennsylvania.

#### THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the 12 day of July in the year 2018 (In words, indicate day, month and year.)

form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed, A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121™-2014, Standard Form of Master Agreement Between Owner and Architect

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#### **TABLE OF ARTICLES**

- **INITIAL INFORMATION**
- 2 **INSURANCE**
- 3 **ARCHITECT'S SERVICES**
- **OWNER'S RESPONSIBILITIES**
- COMPENSATION
- ATTACHMENTS AND EXHIBITS

#### **ARTICLE 1 INITIAL INFORMATION**

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

(State below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, authorized representatives, anticipated procurement method, Owner's Sustainable Objective and other information relevant to the Project.)

- § 1.2 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:
  - Commencement of construction date:

To Be Determined

.2 Substantial Completion date:

To Be Determined

§ 1.3 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement: (List name, address and other information.)

Mike Frentz **Derry Township School District** 30 East Granada Avenue, Suite 200 Hershey, PA 17033

§ 1.4 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement: (List name, address and other information.)

Craig Campbell Warehaus 320 North George Street, Suite 100 York, PA 17401

§ 1.5 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the

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schedule, the Architect's services and the Architect's compensation.

#### **ARTICLE 2 INSURANCE**

The Architect shall maintain insurance as set forth in the Master Agreement. If the Architect is required to maintain insurance exceeding the requirements set forth in the Master Agreement, those additional requirements are as follows: (Identify types and limits of insurance coverage, and other insurance requirements applicable to this Service Order which exceed those specified in the Master Agreement, if any.)

#### **ARTICLE 3 ARCHITECT'S SERVICES**

§ 3.1 The Architect's Services under this Service Order are described below.

#### § 3.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

See Exhibit 'A' - Scope of Services

#### § 3.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

See Exhibit 'A' - Scope of Services

#### **ARTICLE 4 OWNER'S RESPONSIBILITIES**

The Owner shall have those responsibilities set forth in the Master Agreement and as follows:

(Describe the Owner's responsibilities related to this Service Order not otherwise described in the Master Agreement, including, as applicable, surveys, tests, inspections, and reports to be provided by the Owner, and the Architect's access to the site.)

See Exhibit 'A' - Scope of Services

#### ARTICLE 5 COMPENSATION

§ 5.1 For Basic Services described under Section 3.1.1, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

See Exhibit 'A' - Scope of Services

§ 5.2 For Additional Services described under Section 3.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

See Exhibit 'A' - Scope of Services

§ 5.3 For Reimbursable Expenses, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

See Exhibit 'A' - Scope of Services

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#### **ARTICLE 6 ATTACHMENTS AND EXHIBITS**

The following attachments and exhibits, if any, are incorporated herein by reference: (List other documents, if any, and any exhibits relied on in Article 3.)

This Service Order entered into as of the day and year first	written above.
at 1	Cin & Carlell
OWNER (Signature)	ARCHITECT (Signature) Craig E. Campbell Project Manager
(Printed name and title)	(Printed name and title)

(727135284)



#### **SCOPE OF SERVICES - EXHIBIT 'A'**

May 8, 2019 REVISED – May 15, 2019

Mr. Mike Frentz DERRY TOWNSHIP SCHOOL DISTRICT District Office 30 East Granada Avenue Hershey, PA 17033

(Client)

RE: DTSD - Hershey Elementary School Renovation / Addition - PART I

(Project)

Project No.: 2018.0170.04

Dear Mike:

We are pleased to present our Agreement to provide professional services for the above referenced Project. We understand that the Project involves the development of a PART I - Pre-Design / Conceptual / Programming / Planning Design Package in conjunction with preparation of an order of magnitude budget. The Project will be based on review of the existing ±157,590 SF elementary school with the potential connection to the Early Childhood Center building located at 450 Homestead Road in Derry Township, Dauphin County, Pennsylvania.

We understand that our scope of services is to generally include Civil / Survey, Architectural, Structural Engineering, MEP/FP Engineering, and Budget Estimating services. Our scope of services being more specifically described in Section I.

#### I. SCOPE OF SERVICES:

1.0 PART I - Pre-Design / Conceptual / Programming / Planning Design Phase Services

Our office will provide the following initial design services in order to better understand the Client's vision and expectations for the Project and use for the development of an Order of Magnitude Budget Estimate.

- 1.1 Civil / Survey Services (Warehaus)
  - 1.1.1.1 Our office attended an existing building walk-through of the Elementary and ECC school buildings with the Client on February 22, 2019.

I:\Jobs 2018\2018.0170.04\02 Contract\Original Contract\2019-05-15 DTSD Elementary School Renovation-Addition PART I - Professional Services Agreement (2018.0170.04) REVISED.docx.CEC.FH

- 1.1.2 Based on the previously conducted walk-through, there are three (3)
  Areas of Focus at this time:
  - 1.1.2.1 Infill space,
  - 1.1.2.2 Drop off area,
  - 1.1.2.3 Building connector pathway.
- 1.1.3 In addition to the above-mentioned areas of focus, our office will explore other secondary Areas of Interest identified by DTSD staff.
- 1.1.4 A representative from our office will attend coordination meetings with the Design Team.
- 1.1.5 Our office will meet with DTSD staff up to two (2) additional times to refine DTSD needs for the Areas of Focus.
- 1.1.6 Our office will prepare initial design sketches for each of the above listed areas of focus and Areas of Interest.
- 1.1.7 Based on the sketches, our office will determine what future services will be needed to permit and construct each Area of Focus as well as what possibilities exist to improve the Areas of Interest.
- 1.1.8 Our office will discuss with the Client the potential scope and associated fee for each Area of Focus. Concepts will be discussed for the Areas of Interest but will not have the extent of design or conceptual fees provided unless further identified as an Area of Focus.
- 1.1.9 Our office will engage a surveyor to collect elevation shots along the southwest face of the elementary school building and the northeast extents of the Early Childhood Center in an effort to determine the ability to connect the two (2) buildings.
- 1.2 Architectural Services (Warehaus / ThYNK)
  - 1.2.1 Existing Building Survey
    - 1.2.1.1 Our office will utilize the previously developed existing architectural base floor plans and Client provided TIFF & PDF formatted documents for this phase of work.
    - 1.2.1.2 Our office will survey the exterior and the interior of the existing building to gather information such as architectural features of the building (i.e. flooring, ceiling, roof, etc.).
    - 1.2.1.3 Based upon the information gathered in the field, our office will update the existing condition plans of the building depicting the primary elements of the facility.

For the purpose of this Agreement documentation of the existing conditions will be a generic representation of the facility and excludes the detailed components of architectural elements, structural system, mechanical/electrical/plumbing equipment and systems. Equipment will be modeled as a generic mass that includes the height, width, and depth of each element.

#### 1.2.2 Programming / Planning Services

- 1.2.2.1 Our office attended an existing building walk-through of the Elementary and ECC school buildings with the Client on February 22, 2019.
- 1.2.2.2 Our office will attend four (4) meetings with School District representatives to determine their needs and requirements, such as overall district objectives, spatial requirements, adjacencies, educational standards, and general goals.
- 1.2.2.3 Based upon information obtained during our meeting with the Client and surveys, our office will begin to develop programming documents, such as basic Adjacency Diagrams and Program Matrices reflecting the existing and proposed facility needs in order to aid in concept development.
- 1.2.2.4 Our office will perform a code review of the Existing Floor Plan as it relates to the current PAUCC / ANSI Accessibility requirements and provide a summary of the findings.
- 1.2.2.5 Our office will attend one (1) meeting with School District representatives to further discuss the initial programming documents.
- 1.2.2.6 Our office will make minor modifications to the programming documents based upon comments received.
- 1.2.2.7 Our office will attend one (1) meeting with School District representatives to finalize the programming documents.
- 1.2.2.8 Our office will compile all information and data gathered/developed into a single document that will be utilized for subsequent work.
- 1.2.2.9 A representative from our office will attend coordination meetings with the Design Team.
- 1.2.2.10 Development and issuance of meeting minutes for the above referenced.
- 1.2.2.11 Programming Deliverables will include Final Program and Adjacency Diagrams.

- 1.3 Structural Services (Carney Engineering Group (CEG))
  - 1.3.1 Our office attended an existing building walk-through of the Elementary and ECC school buildings with the Client on February 22, 2019.
  - 1.3.2 Survey the exterior and the interior of the existing building to gather information on the structural features of the building. Based upon the information gathered in the field, our office will provide information to Warehaus to be included in the existing conditions model of the building, including structural framing systems and span directions.

For the purpose of this Agreement documentation of the existing conditions will be a generic representation of the facility and excludes the detailed components of architectural elements, structural framing sizes and lateral force resisting systems, mechanical/electrical/plumbing equipment and systems.

- 1.3.3 A representative from our office will attend one (1) Programming meeting with the design team and School District representatives to discuss spatial needs and potential structural framing systems and impacts.
- 1.3.4 A representative from our office will attend coordination meetings with the Design Team.
- 1.4 Mechanical / Electrical / Plumbing / Communication / Low Voltage / Data / Fire Protection Services (Barton Associates (BA))
  - 1.4.1 Existing Building Survey
    - 1.4.1.1 Our office attended an existing building walk-through of the Elementary and ECC school buildings with the Client on February 22, 2019.
    - 1.4.1.2 Discuss existing building systems conditions, operations, and maintenance concerns with Owner's facilities personnel.
    - 1.4.1.3 Survey the existing mechanical and electrical systems where accessible to obtain information on major equipment and systems. Investigate existing available building space (i.e. above ceiling plenum, piping tunnels, mech/elect rooms) for reuse.
    - 1.4.1.4 Review existing building drawings as provided by the Client and Warehaus and review the 2018 HVAC system study assessment.

- 1.4.1.5 Prepare an outline of any findings that differ from the 2018 report, and report on major MEP/FP equipment and systems status.
- 1.4.1.6 Document major MEP/FP equipment sizes and locations, locate building services, and identify building mechanical/electrical systems. Note that MEP/FP systems to be documented in general terms highlighting central components. Detailed layouts showing all system distribution, ductwork, piping, devices, and lighting fixtures will not be provided.
- 1.4.1.7 Review the survey and findings with the Client.
- 1.4.1.8 Advise the Client of any need to provide services of the types described under the Exclusions Section which are not part of Basic Services.

# 1.4.2 Programming / Planning Services

- 1.4.2.1 Provide engineering support with respect to MEP/FP systems as your office works through the programming phase and prepares architectural layout concepts.
- 1.4.2.2 Start to investigate probable MEP/FP system upgrades based on the planning progress.
- 1.4.2.3 Advise the Client of any need to provide services of the types described under the Exclusions Section which are not part of Basic Services.

#### 1.5 Budget Estimating Services (Whiting-Turner (WT))

- 1.5.1 Our office attended an existing building walk-through of the Elementary and ECC school buildings with the Client on February 22, 2019.
- 1.5.2 A representative from our office will attend coordination meetings with the Design Team.
- 1.5.3 A representative from our office will attend two (2) Programming meeting with the design team and School District representatives.

#### 1.6 Concept Design Services

#### 1.6.1 Architectural Services

1.6.1.1 Based upon the Client-approved programming documents our office will develop Two (2) Concept Options to validate the written program.

- 1.3.4.1 Our office will perform a code review of the Conceptual Floor Plan/s as it relates to the current PAUCC / ANSI Accessibility requirements and provide a summary of the findings.
- 1.6.1.2 Our office will attend one (1) initial meeting with School District representatives to review the Concept Options.
- 1.6.1.3 Our office will attend one (1) meeting with AHJ (DT) to discuss code implications.
- 1.6.1.4 Our office will make minor modifications to the Concept Options.
- 1.6.1.5 A representative from our office will attend coordination meetings with the Design Team.
- 1.6.1.6 Our office will attend one (1) additional meeting with School District representatives to further review the Concept Options.
- 1.6.1.7 Our office will make final modifications to the Concept Options.
- 1.6.1.8 Upon approval of the Final Two (2) Concept Options, our office will submit to WT to prepare Order of Magnitude Budget Estimates for each of the Concept Options.
- 1.6.1.9 Our office will submit a Final Concept Option Package to the District. Deliverables are as indicated below.
- 1.6.1.10 Our office will attend one (1) meeting with the Client to present the Pre-Design / Concept Design Package including the Order of Magnitude Budget Estimate (at District Office).
- 1.6.1.11 Our office will attend up to two (2) District School Board meetings to assist in presentation of the Final Concept Options.

#### 1.6.2 Structural Services

- 1.6.2.1 A representative from our office will attend coordination meetings with the Design Team.
- 1.6.2.2 Upon completion of the conceptual design phase, CEG will provide a written narrative describing possible framing systems for the approved conceptual plans. This documentation will be generic in nature and shall be used for budgetary pricing of the conceptual plans on a cost per square foot basis.

- 1.6.3 Mechanical / Electrical / Plumbing / Communication / Low Voltage / Data / Fire Protection Services
  - 1.6.3.1 Meet with you and your Client to establish MEP/FP design criteria for the Project.
  - 1.6.3.2 Investigate a minimum of three (3) probable heating/cooling system options to accommodate the proposed renovations/additions.
    - 1.6.3.2.1 Prepare simple pros/cons analysis matrix for system comparison, for review with the Client.
    - 1.6.3.2.2 Based on feedback from the systems comparison, identify two (2) heating/cooling systems for incorporating into the Concept Design Narrative.
    - 1.6.3.2.3 Energy modeling analysis for multiple systems is not included in 'Part I' services and will be carried under future design phases.
  - 1.6.3.3 Prepare a mechanical and electrical systems Preliminary Project Description document for preliminary Project cost estimating by others. Identify and describe the two (2) heating/cooling system options as noted above for pricing by others.
  - 1.6.3.4 Review concept documents with the Client.
  - 1.6.3.5 Review and comment on the concept cost estimate (by others) for work associated with the MEP/FP scope.
  - 1.6.3.6 Attend up to two (2) design/progress meetings with the Client.
  - 1.6.3.7 Advise the Client of any need to provide services of the types described under the Exclusions Section which are not part of Basic Services.
- 1.7 Budget Estimating Services (Whiting-Turner (WT))
  - 1.7.1 Our office attended an existing building walk-through of the elementary and ECC school buildings with the Client.
  - 1.7.2 Attend periodic meetings with the Client and/or Design Team to review the Project and discuss the development of Concept Options and provide input on constructability and cost.

- 1.7.3 Based upon the two (2) Client-approved Final Concept Options, our office will begin to develop Order of Magnitude Budget Estimates. This process will generally include the following:
  - 1.7.3.1 Coordination with the Design Team to develop the budget estimate.
  - 1.7.3.2 Thoroughly review all design documents. Obtain clarifications from the Design Team as necessary.
  - 1.7.3.3 Develop and advise the Client on all budget allowances, contingencies and exclusions.
  - 1.7.3.4 Prepare a detailed conceptual cost estimate for each of the two (2) proposed Project concepts. The estimates will include quantities, prevailing wages and unit prices based on current market rates and input from subcontractors and suppliers.
  - 1.7.3.5 Provide a list of potential value engineering alternates for consideration by the Client and the Design Team.
- 1.7.4 Our office will attend a meeting with the Client to present the Pre-Design / Concept Design Package including the Order of Magnitude Budget Estimate (at District Office).

#### 1.8 Deliverables

- 1.8.1 The Final Concept Options Package Two (2) Concept Options.
  - 1.8.1.1 Each Final Concept Option will include the following:
    - 1.8.1.1.1 Conceptual Site Plans / Sketches,
    - 1.8.1.1.2 Conceptual Architectural Plans,
    - 1.8.1.1.3 A series of Illustrative Vignettes,
    - 1.8.1.1.4 Civil, Architectural, Structural, Mechanical, Electrical, & Plumbing Narratives,
    - 1.8.1.1.5 Order of Magnitude Budget Estimates for each of the two (2) Concept Options.
- 2.0 PART II Schematic / Design Development / Construction Documents / Permitting & Bidding / Construction Administration Phase Services

Based on a Client-approved PART I - Pre-Design / Concept Design Phase, and once the final Project scope has been determined, our office will provide an amendment to the contract to incorporate Civil, Survey, Architectural, Interior Design, FF&E, Structural, MEP/FP and Budget Estimating design services for the above listed remaining phases.

# II. COMPENSATION:

The professional services outlined in Section I will be provided on a lump sum basis.

1.0	PART I – Phase Services	\$264,875.00
	1.1 (Civil, Survey, Architectural, Structural & MEPFP)	
2.0	Budget Estimating Services	\$53,625.00

#### 3.0 LUMP SUM TOTAL

\$318,500.00

The lump sum fee includes subconsultants' fees and reimbursable expenses.

#### III. EXCLUSIONS:

Services that are not specifically described herein shall be considered exclusions to this Agreement, including but not limited to the following items:

- 1.0 Civil Services
  - 1.1 Site Design and Civil Engineering Services not specifically described herein.
- 2.0 Surveying Services
  - 2.1 Surveying Services not specifically described herein.
- 3.0 Environmental Services
  - 3.1 Environmental Services not specifically described herein.
- 4.0 Architectural Services
  - 4.1 Architectural Services not specifically described herein.
- 5.0 Kitchen / Food Service Consultant Services
- 6.0 Structural Services
  - 6.1 Structural Design and Engineering Services not specifically described herein.

- 7.0 Mechanical / Electrical / Plumbing / Communication / Low Voltage / Data / Fire Protection Services
  - 7.1 Mechanical / Electrical / Plumbing / Communication / Low Voltage / Data / Fire Protection Engineering Services not specifically described herein.
  - 7.2 Services to make measured drawings or to extensively investigate existing conditions.
  - 7.3 Services associated with applying for or obtaining LEED® or Green Globes<sup>TM</sup> certification through the USGBC or GBI, including engineering costs, documentation, energy modeling and daylight modeling.
  - 7.4 Preparation of energy audits and related services.
  - 7.5 Assistance in preparing applications for utility company rebates or government grants.
  - 7.6 Mechanical systems design beyond Preliminary / Concept Narrative level.
  - 7.7 Mechanical systems review will not include the following:
    - 7.7.1 Plumbing systems (domestic and fire protection water, sanitary, storm, and/or natural gas) beyond five (5) feet outside the building.
    - 7.7.2 Gutter and downspout system, including interface with site storm drainage system.
    - 7.7.3 Perimeter / foundation drainage systems.
    - 7.7.4 Water treatment systems such as softened water or de-ionized (DO) water.
    - 7.7.5 Swimming pool deck drainage, circulation or filtration systems.
  - 7.8 Electrical systems design beyond Preliminary / Concept Narrative level.
  - 7.9 Electrical systems review will not include the following:
    - 7.9.1 Communication systems, security systems, and data structured wiring systems including riser diagrams and systems specifications.
  - 7.10 Professional design and/or production services requiring Building Information Modeling (BIM). Future MEP/FP design phases beyond this 'Part I' scope will utilize BIM.
  - 7.11 Preparation of building energy model. Future MEP/FP design phases beyond this 'Part I' scope will account for energy modeling services and return on investment (ROI) analysis.
  - 7.12 Preparation of opinions of probable construction costs, financial evaluations, feasibility studies, economic analysis of alternate solutions to any of the defined systems and utilitarian considerations of operation and maintenance costs.

- 7.13 Detailed consideration of operations, maintenance, and overhead expenses; and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals, and valuations.
- 7.14 Attendance at design/progress meetings in addition to the number of meetings stated in the Part I scope of services.
- 7.15 Services requiring out-of-town travel other than visits to the site or to Warehaus office.
- 7.16 Providing services normally furnished by either Warehaus or the Client.
- 8.0 Budget Estimating Services
  - 8.1 Budget Estimating Services not specifically described herein.
- 9.0 Sustainability Services

#### **IV.** ADDITIONAL SERVICES:

Services not specifically described in Section I, if required or requested, will be provided under an Amendment to this Agreement or under a separate Agreement.

#### V. SCHEDULE:

The schedule is dependent upon timely responses to inquiries from Warehaus. Delays resulting from Client reviews, Municipal or Regulatory approvals, requested revisions, or suspension of the Project may have an impact on the proposed schedule.

We are anticipating a 6-8 month overall design duration from the notice to proceed.

# VI. TERMS AND CONDITIONS:

Services will be provided in accordance with AIA Document B121-2014 dated July 12, 2018 which is a part of this Agreement.

This Agreement is valid for sixty (60) days.

Thank you for the opportunity to submit this Agreement and provide services on this Project.

Sincerely,

**WAREHAUS** 

Craig E. Campbell Project Manager

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Enclosure