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Derry Township School District

Board of Directors Meeting

August 13, 2018

Summary Minutes - II

1. OPENING ITEMS

a. Call to Order

b. Roll Call

Members in Attendance: John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Kathy Sicher, Tricia Steiner, Terry Singer

Member Absent: Lewis Shaw

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

Staff/Public in Attendance: Dan Tredinnick, Jason Reifsnnyder, , Stacy Winslow, Sharon Miller

c. Flag Salute

d. Approval of Board of Directors Agenda

Approval of the August 13, 2018 Derry Township School District Board of Directors Agenda.

Minutes

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

Vote Results

Yea:	8	John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	1	Lewis Shaw

2. INFORMATIONAL AND PROPOSALS

a. President Communications

Minutes

Mrs. Sicher announced that the Board met in Executive Session prior to this meeting for consultation with attorneys or other professional advisers.

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. Recognition of New Extracurricular Activities/School Clubs

In compliance with Policy 122 - Extracurricular Activities, the following addition of High School Student Clubs are recognized:

- Aavidum Club
- Best Buddies Club
- Military Club

Minutes

The approved extracurricular activities are added to the information and proposals section of the agenda as required by Policy 122.

d. Community Correspondence Report

Minutes

Mr. Tredinnick reported that there were a total of three submissions during the month of July.

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

The following items will be on the Agenda for the August 27, 2018 Public Board of Directors Meeting:

1. Approval of August 13, 2018 Board of Directors Summary Minutes
2. Food Service Safety and Sanitization Program Agreement
3. School Based Outpatient Therapy
4. Contract Summary
5. Personnel
6. Staff Development

Minutes

The anticipated agenda items for the August 27, 2018 meeting of the Derry Township Board of Directors were approved.

3. UNFINISHED BUSINESS

4. CONSENT AGENDA ITEMS

Adoption of items of routine nature and those that normally do not require public deliberations on the part of the Governing Board. A Board Member may pull items which will then be discussed and voted on separately.

Minutes

Following a motion by Mrs. Memmi and a second by Ms. Drew the consent agenda items were approved.

Vote Results

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

Nay: 0

Abstain: 0

Not Cast: 1 Lewis Shaw

a. Approval of July 16, 2018 Summary Board of Directors Meeting Minutes

b. Request for the Use of School Facilities

<i>Group:</i>	Cocoa Packs, Inc.
<i>Date/Time:</i>	August 23, 2018 December 6, 13, 2018 1:00 p.m. - 9:00 p.m.
<i>Requested Facility:</i>	Middle School Cafeteria
<i>Event:</i>	Back to School Back Pack Distribution for Derry Township Children in Need Toys for Tots Distribution for Derry Township Children in Need
<i><u>Fee:</u></i>	<u>None</u>

c. Request for the Use of School Facilities with Waiver

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

Group: **Derry Township Special Education Parent Advisory Council**

Date/Time: September 6, 2018
October 3, 2018
November 1, 2018
December 6, 2018
January 3, 2019
February 7, 2019
March 7, 2019
April 4, 2019
May 2, 2019
June 6, 2019
6:45 p.m. - 9:30 p.m.

Requested Facility: Middle School LGI

Event: Monthly Council Meetings

**** Fee:*** LGI Rental Fee: \$35.00/hour (Approximately \$700.00)
**** Request for Waiver of Facility Fee:*** *(See Attached Letter)*

d. Announcement of Staff Development Conferences

<i>Staff Member:</i>	Crystal Paukovitch
<i>Conference:</i>	Professional Learning Communities at Work

<i>Location:</i>	Atlanta, Georgia
<i>Dates:</i>	November 12-14, 2018
<i>Expenses:</i>	\$789.00
<i>Staff Member:</i>	Allison Mackley
<i>Conference:</i>	National Council of Teachers of English
<i>Location:</i>	Houston, TX
<i>Dates:</i>	November 15 - 18, 2018
<i>Expenses:</i>	\$1,485.00

5. NEW BUSINESS

a. Approval of Architect of Record

The Administration recommends the Board approve Warehaus as the District's Architect of Record effective August 13, 2018.

Minutes

Following a motion by Mrs. Memmi and a second by Dr. Cronin Warehaus was approved as Architect of Record effective August 13, 2018.

Vote Results

Yea:	8	John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	1	Lewis Shaw

b. Personnel - Resignations

The Administration recommends the approval of the following resignations:

Professional:

Gustantino, Samantha

Grade 1 Teacher

Early Childhood Center

Reason: Personal

Effective: 08/06/2018 (retroactive)

Jones, Alexander

Communication Arts Teacher

Middle School

Reason: Personal

Effective: 08/06/2018 (retroactive)

Moll, Kyle

Special Education Teacher

High School

Reason: Personal
Effective: 07/19/2018 (retroactive)

Classified:

Agostino, Cosmo

Substitute General Food Service Worker
District-wide
Reason: Per Reasonable Assurance
Effective: 08/14/2018

Kercher, Joan

Substitute Administrative Assistant
District-wide
Reason: Per Reasonable Assurance
Effective: 08/14/2018

Rivera-Santos, Carmen

Substitute Administrative Assistant
District-wide
Reason: Per Reasonable Assurance
Effective: 08/14/2018

Rivera-Santos, Carmen

Substitute Cafeteria/Recess Aide
Elementary School
Reason: Per Reasonable Assurance
Effective: 08/14/2018

Saunders, Lisa

Substitute Cafeteria/Recess Aide
Elementary School
Reason: Per Reasonable Assurance
Effective: 08/14/2018

Snyder, Patricia

Substitute Administrative Assistant
District-wide
Reason: Per Reasonable Assurance
Effective: 08/14/2018

Stoudt, Charlene

Substitute General Food Service Worker
District-wide
Reason: Per Reasonable Assurance
Effective: 08/14/2018

Titus, Derek

Custodian

Early Childhood Center

Reason: Retirement

Revised: Effective: 08/16/2018**Wall, Carolyn**

Substitute Cafeteria/Recess Aide

Elementary School

Reason: Per Reasonable Assurance

Effective: 08/14/2018

Wingert, Jessica

Substitute Custodian

District-wide

Reason: Per Reasonable Assurance

Effective: 08/14/2018

Limited Service Contract:**Ives, Erin**

Hershey Community Youth Alliance

High School

Reason: Personal

Effective: 07/23/2018 (retroactive)

Minutes

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

Vote Results

Yea:	8	John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	1	Lewis Shaw

c. Personnel - General

1. The Administration recommends the approval of the following appointments:

Professional:**Bruns-Heck, Anna** (new position due to enrollment)

Kindergarten Teacher

Early Childhood Center

Long Term Substitute

Bachelors, Step 1

Salary: \$50,794 (pro-rated)

Effective: 08/14/2018 through the end of the 2018-2019 school year

Heller, Nicole (for Kellie Eshenour)

Special Education Teacher

Middle School

Long Term Substitute

Bachelors, Step 1

Salary: \$50,794 (pro-rated)

Effective: 08/14/2018 through the end of the 2018-2019 school year (pending receipt of Act 126 certification)

Horn, Kayla (Jessica Gustafson)

Mathematics Teacher

High School

Long Term Substitute

Bachelors, Step 1

Salary: \$50,794 (pro-rated)

Effective: 08/14/2018 through approximately 01/18/2019

Robb, Hannah (for Amelia Walker)

English as a 2nd Language Teacher

Early Childhood Center

Long Term Substitute

Bachelors, Step 1

Salary: \$50,794 (pro-rated)

Effective: 08/14/2018 through approximately 03/04/2019

Singleton, Chelsea (for Lisa Maggio)

School Counselor

High School

Long Term Substitute

Bachelors, Step 1

Salary: \$50,794 (pro-rated)

Effective: 08/14/2018 through the end of the 2018-2019 school year (pending receipt of Act 24, 34, 114, 126, and 151 certifications)

Transfer of Professional Staff:

Lillenstein, David*

School Psychologist

From: Primary Elementary School

To: High School

Effective: 08/14/2018

Peters, Amanda*

School Psychologist/Special Education Consultant

From: Early Childhood Center

To: Intermediate Elementary School

Effective: 08/14/2018

Robino, Kris*

School Counselor

From: Primary Elementary School

To: Intermediate Elementary School

Effective: 08/14/2018

Warren, Amanda*

Special Education Teacher

From: Intermediate Elementary School

To: High School (replacing Kyle Moll)

Effective: 08/14/2018

Classified:

Armentrout, Donna Michele

Substitute General Food Service Worker

District-wide

Salary: \$11.38 per hour

Effective: 08/14/2018

Chubb, Loretta

Substitute General Food Service Worker

District-wide

Salary: \$11.38 per hour

Effective: 08/14/2018

Schuima, Loretta (replacing Scott Harman)

General Food Service Worker

Elementary School

Level A: 4.0 hours per day

Salary: \$13.11 per hour

Effective: 08/14/2018

Silar, Gretchen (replacing Kara Burke)

General Food Service Worker

Middle School

Level A: 4.0 hours per day

Salary: \$13.11 per hour

Effective: 08/14/2018

Wagner, Laurel (replacing Donna Manley)

Administrative Assistant

Buildings and Grounds

Full-time, 8.0 hours per day

Salary: \$19.11 per hour

Effective: 08/14/2018

Wang, Yufen (replacing Jacqueline Finton)
General Food Service Worker
High School
Level A: 4.0 hours per day
Salary: \$13.11 per hour
Effective: 08/14/2018

Transfer of Classified Staff:

Abdelhafez, Manar*

From: Paraprofessional
Early Childhood Center
To: Paraprofessional
Primary Elementary School
Level A: 5.75 hours per day
Salary: \$16.59 per hour
Effective: 08/14/2018

Bomgardner, Michelle*

From: Paraprofessional
Intermediate Elementary School
To: Paraprofessional
Primary Elementary School
Level A: 5.75 hours per day
Salary: \$16.59 per hour
Effective: 08/14/2018

Bowman, Donald*

Custodian
From: ECC
To: District Wide
Full-time: 8.0 hours per day
Salary: \$19.38 per hour
Effective: 08/20/2018

Cray, Kenneth*

Custodian
From: District Wide
To: Elementary School
Full-time: 8.0 hours per day
Salary: \$19.38 per hour
Effective: 08/20/2018

Demmy, William*

Custodian
From: High School
To: Elementary School

Full-time: 8.0 hours per day
Salary: \$19.38 per hour
Effective: 08/20/2018

Grieve-Carlson, Bridget*

From: Paraprofessional
Primary Elementary School
To: Paraprofessional (replacing Donald DeVita)
Middle School
Level A: 5.75 hours per day
Salary: \$17.59 per hour
Effective: 08/14/2018

Holzman, Richard*

Custodian
Early Childhood Center
From: Second Shift
To: First Shift
Full-time: 8.0 hours per day
Salary: \$19.13 per hour
Effective: 08/20/2018

Jacobs, Christine*

Custodian
From: Early Childhood Center
To: Middle School (replacing Derek Titus)
Full-time: 8.0 hours per day
Salary: \$19.13 per hour
Effective: 06/11/2018 (retroactive)

Murphy, Joseph*

Custodian
From: Elementary School
To: Early Childhood Center
Full-time: 8.0 hours per day
Salary: \$19.13 per hour
Effective: 08/20/2018

Orth, Stacey*

From: Paraprofessional
Primary Elementary School
To: Paraprofessional
Intermediate Elementary School
Level A: 5.75 hours per day
Salary: \$16.59 per hour
Effective: 08/14/2018

Peters, Lorrie*

From: Paraprofessional
Intermediate Elementary School
To: Paraprofessional (Self-Contained Classroom) (replacing Christine Lane)
Early Childhood Center
Level B: 6.5 hours per day
Salary: \$16.59 per hour
Effective: 08/14/2018

Szekeres, Kimberly*

From: Paraprofessional (Self-Contained Classroom)
Primary Elementary School
To: Paraprofessional (Self-Contained Classroom)
Early Childhood Center
Level B: 6.5 hours per day
Salary: \$16.59 per hour
Effective: 08/14/2018

Titus, Derek*

Custodian
From: Middle School
To: Early Childhood Center (replacing Christine Jacobs)
Full-time, 8.0 hours per day
Salary: \$19.13 per hour
Effective: 06/11/2018 (retroactive)

Weaber, Jacqueline*

From: Paraprofessional
Intermediate Elementary School
To: Paraprofessional (replacing Michael Navarro)
High School
Level A: 5.75 hours per day
Salary: \$16.59 per hour
Effective: 08/14/2018

Yahner, Jessica*

From: Paraprofessional
Intermediate Elementary School
To: Paraprofessional
Primary Elementary School
Level A: 5.75 hours per day
Salary: \$16.59 per hour
Effective: 08/14/2018

Limited Service Contracts:

Bittinger, Richard*

Mentor to Kimberly West, English Teacher
High School
Salary: \$500
Effective: 08/14/2018

Brandt, Wendy*

Mentor to Chante Beard, Grade 1 Teacher
Early Childhood Center
Salary: \$1,500
Effective: 08/14/2018

Brandt, Wendy*

Mentor to Alyssa Lambert, Grade 1 Teacher
Early Childhood Center
Salary: \$500
Effective: 08/14/2018

Brown, Kimberly*

Mentor to Victoria Smith, Cooperative Education Teacher
High School
Salary: \$500
Effective: 08/14/2018

Cross, Leah*

Mentor to Natalie Bissey, Special Education Teacher
Early Childhood Center
Salary: \$1,500
Effective: 08/14/2018

Doyle, Lauren*

Mentor to Caitlyn Bodek, School Counselor
Middle School
Salary: \$1,500
Effective: 08/14/2018

Eggert, Abigail*

Head Field Hockey Coach
Middle School
Group D, Step 5
Salary: \$3,591
Effective: 08/14/2018

Evans, William

Head Varsity Wrestling Coach
High School
Group B, Step 15
Salary: \$7,183
Effective: 08/14/2018

Hensel, Brendan*

Mentor to Allison VanZant, School Counselor
High School
Salary: \$1,500
Effective: 08/14/2018

Hoke, Heather*

Mentor to Chelsea Gavin, Grade 3 Teacher
Primary Elementary School
Salary: \$500
Effective: 08/14/2018

Kenney, Beth*

Mentor to Kristen Boltz, Special Education Teacher
Early Childhood Center
Salary: \$1,500
Effective: 08/14/2018

Leonzo, Christine*

Mentor to Hannah Robb, English as a Second Language Teacher LTS
Early Childhood Center
Salary: \$500
Effective: 08/14/2018

Mark, Elizabeth*

Mentor to Jessica Querry, Grade 4 Teacher
Intermediate Elementary School
Salary: \$1,500
Effective: 08/14/2018

McCauley, Karen*

Mentor to Brittany Albert, Special Education Teacher
Primary Elementary School
Salary: \$1,500
Effective: 08/14/2018

McCauley, Karen*

Mentor to Cara Ann Dowzicky, Special Education Teacher
Primary Elementary School
Salary: \$1,500
Effective: 08/14/2018

Merrill, Carolyn*

Mentor to John E. Crabtree, Special Education Teacher
Middle School
Salary: \$500
Effective: 08/14/2018

Merrill, Carolyn*

Mentor to Nicole Heller, Special Education Teacher LTS
Middle School
Salary: \$1,500
Effective: 08/14/2018

Mikitish, Elizabeth*

Assistant Field Hockey Coach
Middle School
Group F, Step 5
Salary: \$2,565
Effective: 08/14/2018

O'Brien, Sarah*

Mentor to Kimberly Pegher, Communication Arts Teacher
Middle School
Salary: \$500
Effective: 08/14/2018

Roberts, Kaitlyn*

Mentor to Elizabeth Mikitish, Science Teacher
Middle School
Salary: \$1,500
Effective: 08/14/2018

Willis, Casey*

Mentor to Brandi Shine, Grade 5 Teacher
Intermediate Elementary School
Salary: \$500
Effective: 08/14/2018

Zentner, Jessica*

Mentor to Anna Bruns-Heck, Kindergarten LTS
Early Childhood Center
Salary: \$1,500
Effective: 08/14/2018

Zerphey, Taylor

Head Cheerleading Coach
Middle School
Group G, Step 5
Salary: \$2,053
Effective: 08/14/2018

2. The Administration recommends the approval of the following individual for the 2018-2019 Extended School year for the Special Education Department:

Mowery, Donna*

Substitute Paraprofessional (Self-Contained Classroom)
High School
Salary: \$18.84 per hour
Effective: 07/09/2018 - 08/02/2018 (retroactive)

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

Haldeman, Katherine*

Paraprofessional (Self-Contained Classroom)
Early Childhood Center
Uncompensated Leave
Effective: approximately 09/24/2018 through 11/04/2018

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

Minutes

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

Vote Results

Yea:	8	John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	1	Lewis Shaw

6. SPECIAL REPORTS

a. Board Members' Report

Minutes

None

b. Superintendent's Report

Minutes

1. As we have prepared for implementation of full day kindergarten, time management with our students has been one of our top concerns - especially when it comes to our youngest learners in the cafeteria.

In June, I shared with Board members that a site visit occurred, which was to Manheim Central, a local school district with full-day kindergarten. At that site visit, the team saw the finger-scan technology that improved the cafeteria experience for young learners. By cutting down on the time spent in the check-out line, the technology provided students with more time to eat. This finger scanning technology - similar to the one you may already be using to log into your smart phone - is proven, safe technology that has been used by schools for nearly two decades. So, we will be offering the opportunity to choose this option to families with students in the Early Childhood Center as a pilot in the cafeteria and library.

A letter introducing the system was recently sent home to families of kindergarten and first grade students. It has since come to our attention that a file used for printing an attachment to the letter became corrupted and some obviously garbled versions of the flyer were mailed. That's an error we should have notice before the mailings went out. But we didn't. So this afternoon, we sent an email to families apologizing for the confusion and providing a clean copy of the original information.

All kindergarten students and their families will have the opportunity to get finger scans at Kindergarten Meet the Teacher and we can also address questions in person at that time. For any K-1 families who opt to stick with the conventional check out system, students will be given a card to use in the cafeteria and the library.

This is a one-year pilot program that will allow us to see if we do in fact experience here the same benefits for our students that other districts have. And, of course, we'll provide a report to the Board on our findings mid-way through the year.

2. Bridge Day-reminder for all rising 6th and 9th graders...next Wednesday, August 22 will be our inaugural "Bridge Day." Bus transportation is provided and buses will be running their regular routes/schedules that morning and at the end of the bridge day (10:10am)

3. I had the opportunity to attend the Milton Hershey School's Opening of School Assembly this morning which is always a wonderful experience. Their theme this year is "GIVE"-showing gratitude always, doing positive things with intent, being guided by the values Mr. and Mrs. Hershey espoused—that of giving with humility and for the greater good and doing everything with enthusiasm.

c. Board President's Report

Minutes

Mrs. Sicher updated the Board on the following:

- Students return to school August 27, 2018;
- Board committee meetings will start to be held September 10, 2018;
- Board members should provide requests for Board presentations to Mr. McFarland as he is preparing the presentation schedule.

7. 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:

- Sharon Miller - Thanked the Board and Administration on the planning of the upcoming Bridge Day for incoming 6th and 9th grade students.

8. ADJOURNMENT

Minutes

Following a motion by Ms. Drew and a second by Mrs. Memmi the meeting was adjourned at 7:22 pm.

Respectfully submitted,

Michael Frentz
Secretary to the Board
Approved August 27, 2018

Kathy Sicher
President of the Board of Directors

Derry Township School District
School Board Meeting
August 13, 2018

Please Sign In AND Print Your Name

Signature

Printed Name

Daniel B Tredinnick

Dan Tredinnick

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

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Printed Name

Signature

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Signature

Printed Name

AIA® Document B121™ – 2014

Standard Form of Master Agreement Between Owner and Architect for services provided under multiple Service Orders

AGREEMENT made as of the 12 day of July in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

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

and the Architect:
(Name, legal status, address, and other information)

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

for the following:
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

The District is requesting services for Architect of Record. Although the District has identified immediate needs, a Feasibility Study may be needed to fully understand the needs of the District.

The Owner and Architect agree as follows.

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 does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™–2014, Service Order for use with Master Agreement Between Owner and Architect

Init.

TABLE OF ARTICLES

- 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SERVICE ORDERS
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COPYRIGHTS AND LICENSES
- 7 CLAIMS AND DISPUTES
- 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS
- 9 COMPENSATION
- 10 MISCELLANEOUS PROVISIONS
- 11 SPECIAL TERMS AND CONDITIONS
- 12 SCOPE OF THIS MASTER AGREEMENT

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for a one-year period after the date first written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. An agreed upon Service Order together with this Master Agreement forms 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.

§ 1.3 This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Agreements under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

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

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

init.

Troy Bankert
Warehaus AE
320 North George Street, Suite 100
York, PA 17401

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect may refuse to agree to any Service Order issued by the Owner.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

§ 2.3 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service Agreement.

§ 2.4 The Architect shall maintain the following insurance for the duration of this Master Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.4.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.4.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and one million dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.4.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.4.1 and 2.4.2.

§ 2.4.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than five hundred thousand dollars (\$ 500,000.00).

§ 2.4.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than two million dollars (\$ 2,000,000.00) per claim and four million dollars (\$ 4,000,000.00) in the aggregate.

§ 2.4.6 Insurance exceeding the requirements set forth in this section 2.4, and required in connection with any individual Service Agreement, shall be set forth in the applicable Service Order.

§ 2.4.7 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability, and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.4.8 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.4. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

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§ 2.5 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 2.6 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

ARTICLE 3 SERVICE ORDERS

The Architect's services shall be set forth in Service Orders, consisting of AIA Document B221™-2014, Service Order, or such other document as the Owner and Architect may mutually agree upon.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services may be provided after execution of a Service Agreement without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.1 shall entitle the Architect to compensation pursuant to Section 9.3.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, a change in previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .4 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .6 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .8 Evaluation of the qualifications of bidders or persons providing proposals; or
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 5.2 The Owner shall provide information in a timely manner regarding requirements for, and limitations of, each Service Order. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.3 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.6 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 6.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 6.3 Upon execution of each Service Order, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Service Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Sections 8.3 and 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate.

§ 6.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 6.3.1.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to any Service Agreement, in accordance with the requirements of the method of binding dispute resolution selected in this Master Agreement, within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

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§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in Section 8.7.

§ 7.2 Mediation

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 7.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 7.3 of this Master Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

§ 7.3 Arbitration

§ 7.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, dispute or other matter in question arising out of or related to a Service Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration.

§ 7.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations

purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 7.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.4 Consolidation or Joinder

§ 7.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 7.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 7.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Master Agreement.

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate a Service Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 8.7.

§ 8.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 8.8 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

2018-07-12 Attachment "B" – Rate Schedule
Consultants – 10% Markup

Employee or Category	Rate (\$0.00)
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§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 The Architect and Architect's consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar expenditures related to the Architect's services.

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of zero percent (0 %) of the expenses incurred.

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§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

§ 9.5 Compensation for Use of Architect's Instruments of Service

If the Owner terminates a Service Agreement for its convenience under Section 8.5, or the Architect terminates a Service Agreement under Section 8.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes related to the Service Agreement as follows:

§ 9.6 Payments to the Architect

§ 9.6.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

1 1/2 % per month

§ 9.6.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

§ 9.6.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Agreement, shall be governed by the law of the place where the Project described in the Service Order is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.

§ 10.2 For each Service Agreement, terms not defined in this Master Agreement or in the Service Order shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other, except that the Owner may assign a Service Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with the Service Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of the Service Agreement.

§ 10.5 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in a Service Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall

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be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The terms and conditions included in this Master Agreement shall be applicable to each Service Agreement created pursuant to this Master Agreement. In the event of a conflict between the terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order.

(Paragraphs deleted)

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master Agreement represents the entire and integrated Master Agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 12.2 This Master Agreement is comprised of the following documents listed below:


- .1 AIA Document B121™-2014, Standard Form of Master Agreement Between Owner and Architect

.2

(Paragraphs deleted)

2018-07-12 Attachment B -- Rate Schedule

This Master Agreement entered into as of the day and year first written above.


OWNER (Signature)

Kathy Sicher President
(Printed name and title)


ARCHITECT (Signature)

Troy Bankert Director of Architecture
(Printed name and title)

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