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**Derry Township School District
Board of Directors Meeting
February 13, 2023
Summary Minutes - XIV**

1. OPENING ITEMS

1.a. Call to Order

Minutes

The meeting was called to order by Mr. Singer at 7:05 p.m. The meeting was conducted both in-person and virtually.

1.b. Roll Call

Minutes

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

Members Absent: None

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

Student Board Representatives in Attendance: Faizaan Aziz and Disha Patel

Student Board Representatives Absent: Olivia Forester

Solicitor: William Zee

Staff/Public in Attendance In-Person: Phil Ayala, Brian Foster, Sarah Karpel, Sheryl Pursel, Jason Reifsnyder, and Aaron Shuman

Staff/Public in Attendance Virtually: Armaan Ahmad, Omaina Ali, Mark Anderson, Lisa Balanda, Mark Balanda, Cait Clark, Elizabeth Dahl, Allyn Dawood, Yasin Dawood, Lauren Doliner, Joe Enama, Katherine English, Kelly English, Anna Gawel, Jackie Gillespie, Azeem Hafiz, Faisal Hafiz, Shazia Hafiz, Scott Harman, Colby Hollinger, Bona Hoxha, Maryam Kapur, Missy Kunder, Kristin Leiss, Amina Mahmood, Stewart McCarver, Andrea Mitchell, Fatma Mohamed, Tayyiba Mubasher, Jennifer Renz, Lindsey Schmidt, Angie Shipper, Melissa Shultz, Tim/Carol Smith, Heidi Stine, Ahmet Tekelioglu

Press in Attendance: Olivia Lewis

1.c. Flag Salute

1.d. Approval of Board of Directors Agenda

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

Minutes

Following a motion by Dr. Koch and a second by Ms. Drew, the board agenda for this evening's meeting was approved.

Vote Results

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

2. INFORMATIONAL AND PROPOSALS

2.a. President Communications

Minutes

Mr. Singer announced the Board met in Executive Session prior to tonight's meeting to discuss informational items.

2.b. Recognition of Citizens (Agenda Items)

This is an opportunity for residents and taxpayers to address the Board on matters related to the agenda. Citizens wishing to speak should come to the microphone or raise their virtual hand. If attending virtually, you must have registered individually with your full name, and address to be recognized. Once recognized or un-muted, please state your full name for the record.

This is a reminder that public comment is not a forum for personal attacks, antagonistic behavior, or harassment. Please be advised that you are accountable for any legal ramifications and liability that results from statements that misrepresent the truth, defame individuals, or disclose personal information that is not of public concern.

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

Minutes

There were no citizens requesting recognition by the board.

2.c. Community Correspondence Report

Minutes

Ms. Karpel reported that there was a total of eleven submissions during the month of January.

2.d. Standing Committee Meeting Report

Minutes

Dr. Cronin gave a report on the Curriculum Council Meeting that met prior to this evening's meeting and discussed the following:

- Election of chair, Dr. Cronin elected for another term
- Two presentations
 - Eureka Math Program
 - High School Social Studies Courses
- Book Recommendation - Eureka Math is approved by the committee to go to the full board for approval
- The next Curriculum meeting will be held on March 13th

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

- 13 of the 14 revised policies were approved to go to the full board for approval with the one policy being tabled until the next meeting for further review and discussion
- five policies were reviewed and approved to go to the full board for approval
- the next policy meeting will be held on May 8th

2.e. Student Representatives' Report

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

Minutes

Faizaan Aziz and Disha Patel gave a report that included the following:

- 13 HHS string musicians participated at the PMEA District 7 Orchestra
- 19 students went to District Band making Hershey the most represented school in the district
- January's Trojan 10 have been announced
- Elementary school coin wars this week with all proceeds supporting the high school's Mini-THON
- National Honor Society is hosting a movie night Friday February 17

- Stall day will be taking place on February 22 at the high school
- Key club is hosting a toy drive to take to Capital Area Head Start for Pre-K children in central PA
- Spring musical coming up soon
- Oliver the musical tickets are open for sale online now
- The Hershey Cheer Team competed at the National High School Cheerleading Competition on Friday, February 10th at ESPN's Wide World of Sports
- Hershey Middle School choir performed the star spangled banner at the Hershey bears game on February 4th
- Course selection taking place at the middle and high schools
- February 1st was National signing day - several Hershey Trojans committed to continuing their athletic careers in college
- The combined AA and AAA Mid Penn Swimming Championships were held this weekend:
 - HHS took 3rd place in the girls 200 yard medley
 - girls team took 2nd in the 200 yard relay
 - 1st in the girls 400 yard freestyle relay
 - 5th in the boys 200 yard medley
 - 4th in the 400 yard freestyle relay
 - Natalie Colarossio won the 1st place in the girls 200 yard freestyle; 2nd in the 500 yard freestyle;
 - Maddie Serfass won 3rd in the 500 yard freestyle; 3rd in the girls 200 yard I.M
 - Cali Oyerly took 3rd in the 200 yard freestyle; 1st in the girls 100 yard butterfly
 - Jason Weller took 4th in the 200 yard freestyle; 2nd in the 100 yard backstroke
 - Sydney Stasz placed 2nd in 200 yard IM; 1st in the 100 yard breaststroke
 - Gavin Tran took 3rd place in the boys 200 yard IM; 3rd in the 100 yard breaststroke
 - Lydia McMullen took 2nd in the girls 50 yard freestyle; 2nd in the 100 yard backstroke
 - Isaac Mikanatha was 3rd in the 50 yard freestyle; 4th in the boys 100 yard freestyle
 - Team rankings: girls are in 3rd; boys are in 5th

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

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

1. Approval of February 13, 2023 Board of Directors Summary Minutes
2. Trip - Youth and Government
3. Staff Development/Conference - OAKE National Conference
4. Gift - HHS Music Boosters - Refrigeration

5. Textbook Proposal - A Long Walk to Water
6. Course Revisions
7. 3 Monkeys Inflatable & Entertainment
8. Arbiter Sports
9. Brightly Software Inc.
10. Cleveland Brothers (3)
11. IME Vision
12. Innovative Coach
13. Mears Transportation Group
14. Mixed Impressions DJs
15. Premiere #1 Limousine Service
16. Vector Solutions
17. Annual Audit Report
18. RFP for Architectural Services
19. Storm Water Basin Bid Documents (Part 1: Sinkhole mitigation)

3. UNFINISHED BUSINESS

4. CONSENT AGENDA ITEMS

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

Minutes

Following a motion by Mrs. Memmi and a second by Ms. Drew, the Consent Agenda items were approved.

Vote Results

Yea: 9 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer

Nay: 0

Abstain: 0

Not Cast: 0

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

4.b. Request for the Use of School Facilities

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

Group: Hershey Cub Scout Pack 65
Date/Time: February 14, 15, 16, 2023 4:00-8:00 p.m.
Requested Facility: Elementary School MPR 1
Event: Annual Pinewood Derby
Fee: None

Group: St. Joan of Arc Track Team
 Tuesdays & Thursdays
Date/Time: March 2, 2023 through May 30, 2023 6:00 p.m. - 7:30 p.m.
Requested Facility: Memorial Cinder Track
Event: Track Practice
Fee: None

4.c. Approval of Field Trip/Excursion - HHS Band/Orchestra

The Administration recommends the approval of the proposed overnight field trip/excursion as listed:

Group:	HS Music Department
Number of Participating Students:	2
Grade Level:	10 and 12
Destination:	Rochester, NY
Purpose:	NAfME All-Eastern Orchestra
Departure:	April 13, 2023
Return:	April 15, 2023
Trip Leader:	Brian Buterbaugh

The District reserves the right to cancel the excursion based on events that could pose a heightened safety or security risk.

4.d. JSTOR

The Administration recommends the approval of the JSTOR online database purchase.

4.e. Mixed Impressions DJs Agreement - High School Winter Dance

The Administration recommends the approval of the Mixed Impressions DJs Agreement for the High School Winter Dance.

4.f. Nature's Way Nursery Agreement

The Administration recommends the approval of the Nature's Way Nursery Agreement.

4.g. New York Times Subscription - Hershey High School

The Administration recommends the approval of the New York Times Subscription.

5. NEW BUSINESS

5.a. Approval of 2023-2024 Calendar

The Administration recommends the approval of the proposed 2023-2024 school calendar.

Minutes

Following a motion by Dr. Koch and a second by Mrs. Memmi, the 2023-2024 Derry Township School District calendar was approved.

Vote Results

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

5.b. Trane Agreement

The Administration recommends the approval of the Trane agreement for the repair and replacement of the high school HVAC equipment.

Minutes

Following a motion by Mrs. Memmi and a second by Mrs. Schmidt, the Trane Agreement was approved.

Vote Results

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

5.c. Personnel - Resignations

The Administration recommends the approval of the following resignations:

Professional:

Bittinger, Richard

English Teacher

High School

Reason: Retirement

Effective: At the end of the 2022-23 school year

Lessard, Yvonne

Grade 2 Teacher

Primary Elementary School

Reason: Retirement

Effective: At the end of the 2022-23 school year

Seymour, Tara

Health and Physical Education Teacher

Elementary School

Reason: Retirement

Effective: 02/23/2023

Shrift, Brooke

Kindergarten Teacher

Early Childhood Center

Reason: Retirement

Effective: At the end of the 2022-23 school year

Spangler, Donna

Instructional Coach

Middle School

Reason: Retirement

Effective: At the end of the 2022-23 school year

Stewart, Kelly

Occupational Therapist

District-wide

Reason: Retirement

Effective: At the end of the 2022-23 school year

Classified:

Watts, Sarah

Electrical Technician/Special Projects

District-wide
Reason: Personal
Effective: 02/01/2023 (retroactive)

Zipp, April
Cafeteria/Recess Aide
Primary Elementary School
Reason: Personal
Effective: 02/17/2023

Minutes

Following a motion by Ms. Drew and a second by Mrs. Memmi, the Personnel Resignations were approved.

Vote Results

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

5.d. Personnel - General

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

Professional:

McCade, Sara (replacing Arthur Titzel)
Social Studies Teacher
Middle School
Long-Term Substitute
Bachelors, Step 1
Salary: \$55,765 (pro-rated)
Effective: 02/14/2023 through the end of the 2022-23 school year

Werner, Anthony (replacing Dorinda Hammer)
Business and Computer Education Teacher
Middle School
Long-Term Substitute
Bachelors, Step 1
Salary: \$55,765 (pro-rated)
Effective: 02/14/2023 through the end of the 2022-23 school year

Classified:

Hernandez, Nayeli (replacing Joselin Bautista)
Food Service Worker

District-wide
Level A, 4.0 hours per day
Salary: \$17.20 per hour
Effective: 02/14/2023

Nissley, Laura (replacing Jessica Custer)
Paraprofessional
Middle School
Level A, 5.75 hours per day
Salary: \$18.34 per hour
Effective: 02/14/2023

Yount, Bonnie
Substitute Food Service Worker
District-wide
Salary: \$12.93 per hour
Effective: 02/14/2023

Transfer of Classified Staff:

Santiago, Richard* (replacing Leroy Showers)
From: Custodian (2nd Shift)
Middle School
Full-time, 8.0 hours per day
Salary: \$19.40 per hour
To: Custodian (2nd Shift)
Elementary School
Full-time, 8.0 hours per day
Salary: \$19.40 per hour
Effective: 02/14/2023

Showers, Leroy* (replacing Janette Cruz)
From: Custodian (2nd Shift)
Elementary School
Full-time, 8.0 hours per day
Salary: \$20.98 per hour
To: Custodian (2nd shift)
District-wide
Full-time, 8.0 hours per day
Salary: \$20.98 per hour
Effective: 02/14/2023

Stein, Christopher*
From: Bus Driver
Level A, 5.25 hours per day
Salary \$21.11 per hour

To: Alternate Route Bus Driver
Level A, 5.5 hours per day
Salary: \$21.11 per hour
Effective: 02/14/2023

Limited Service Contract:

Carricato, Alyssa*
CAIU Technology Fair - M.S. (.5 LSC)
Group H, Step 8
Salary: \$957.50
Effective: 02/14/2023

Erb, Jarryd*
Cardio Room/Weight Room Supervisor - M.S. - Spring
Group F, Step 9
Salary: \$3,343
Effective: 02/14/2023

Koliscak, Jennifer*
Web Crew Advisor - M.S. - #2 (.5 LSC)
Group E, Step 1
Salary: \$1,276.50
Effective: 02/14/2023

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

Minutes

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

Vote Results

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

6. DELEGATE REPORTS

6.a. PSBA

Minutes

The PSBA report is attached to the agenda. Dr. Cronin added that the liaison edition has been changed to a digest and is a shorter read.

6.b. CAIU

Minutes

The CAIU report is attached to the agenda. Dr. Koch shared that the IU gave a budget presentation that indicated there would be no increases to the Districts for the 2023-24 year.

7. SPECIAL REPORTS

7.a. Board Members' Report

Minutes

A report was made by the following board members:

- Ms. Drew shared:
 - The next Hershey All Things Diversity is on March 1st at 7:00 p.m. - topic: Understanding Muslim Community. Online links available for registration
 - Shared an announcement that the property tax rent rebate program for 2023 is now open - link available on the DTSD webpage

7.b. Superintendent's Report

Minutes

Dr. Winslow gave a report that included the following:

- Saturday was the Upper District 7 Band Festival hosted by Hershey High School, Mr. Brandon Buterbaugh, held at the Whitaker Center - phenomenal concert
- Boys basketball made it to District 3 playoffs, DTSD hosting the first round on February 20th 7:00 p.m.
- Tickets are on sale for the musical Oliver, running the first weekend in March
- Cheerleader National Competition - Great experience

7.c. Board President's Report

Minutes

Mr. Singer did not have a report to share.

8. RECOGNITION OF CITIZENS

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

Minutes

The following citizens requested recognition by the board:

- Omaina Ali expressed thanks to the board and on behalf of the Elementary PTO invited the board to the Science Fair on Thursday, February 23rd 5:30 to 7:00 p.m.

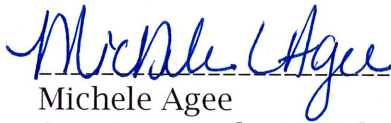
Representative Aziz shared his appreciation for Mr. Bittinger, a retiring teacher of Hershey High School.

9. ADJOURNMENT

Minutes

The meeting was adjourned at 7:30 p.m. following a motion by Dr. Koch and seconded by Mrs. Memmi.

Respectfully submitted,



Michele Agee
Secretary to the Board
February 27, 2023



Terence A. Singer
Board President

Virtual Attendance February 13, 2023

Armaan Ahmad
Omaima Ali
Mark Anderson
Lisa Balanda
Mark Balanda
Cait Clark
Elizabeth Dahl
Allyn Dawood
Yasin Dawood
Lauren Doliner
Joe Enama
Katherine English
Kelly English
Anna Gawel
Jackie Gillespie
Azeem Hafiz
Faisal Hafiz
Shazia Hafiz
Scott Harman
Colby Hollinger
Bona Hoxha
Maryam Kapur
Missy Kunder
Kristin Leiss
Olivia Lewis
Amina Mahmood
Stewart McCarver
Andrea Mitchell
Fatma Mohamed
Tayyiba Mubasher
Jennifer Renz
Lindsey Schmidt
Angie Shipper
Melissa Shultz
Tim/Carol Smith
Heidi Stine
Ahmet Tekelioglu

Derry Township School District
Board Meeting Meeting
February 13, 2023

Please Sign In AND Print Your Name

Signature

Printed Name

Sample Signature

Sample Name Printed

Signature

Printed Name

Brian Foster

Brian Foster

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

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Derry Township School District



Request for Field Trip Form

Date Submitted: 1/9/23

Name of Group, Class or Organization: HHS Music Department

Teacher(s) or Advisor(s): Brian Buterbaugh

Destination: All-Eastern Orchestra - Rochester, NY

Transportation Provider: school van

Date of Departure: 4/13/23 Date of Return: 4/15/23

Time of Departure: 8:00am, 4/13/23 Time of Return: 7:00pm, 4/15/23

Does this trip need board approval (overnight fieldtrip)? ☒ Yes ☐ No

Purpose of Trip: NAFME All-Eastern Orchestra (two HHS students selected to this highly competitive, biannual event)

Number of Students Participating: 2 Grade level(s): 10,12

Curriculum Connections

1. National Standard #2
2. National Standard #6
3. National Standard #7

Names of All Staff Participating: (Check ☒ if a substitute teacher is required)

<input checked="" type="checkbox"/> Brian Buterbaugh - 4/13 and 4/14/23	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Name of Volunteer Chaperones: (Check ☐ if clearances have been approved – Verify with Human Resources)

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Teacher(s) or Advisor(s) Signature: Brian Buterbaugh Date: 1/9/23

The Principal/Supervisor must have the emergency contact information and list of all participants prior to the date of the trip.

Field Trip Costs		Cost Per Student	Qty.	Student Subtotal	Cost Per Staff or Chaperone	Qty.	Staff / Chaperone Subtotal	Amount
	Transportation	\$173.33	2	\$346.66	\$173.33	1	\$173.33	\$520
B	Lodging	(included in registration fee)			\$353.06	1	\$353.06	\$353.06
C	Meals	(included in registration fee)			\$140	1	\$140	\$140
D	Registration/Entrance Fees	\$695	2	\$1390	\$200	1	\$200	\$1590
E	Staff Substitutes	Text (\$129 per substitute per day)						\$258
F	Other Expenses (List):							
Total Trip Expense (Add Amounts for Lines A - F)								\$2,861.06
Field Trip Funding Sources					Fee	Qty.	Amount	
G	Fees paid by Student/Family							
H	Fees paid by Chaperone							
I	PTO/Booster Club (specify)							
	Activity Account (specify)							
K	Department Budget (specify) SUBSTITUTES 1100-000-50-810-210- _ _ _						\$258.00	
L	Other (specify) 10-110-000-30-80-121-810 - \$1590; 10-110-000-30-80-121-580 - \$873.06; 10-110-000-30-80-121-635 - \$140						\$2603.06	
Total Trip Funding (Add Amounts for Lines G - L)								\$2,861.06

Total Trip Funding Must equal Total Trip Expense

Plan to cover costs for students with an economic hardship: Booster Fundraising, Activity Fund

Explanation if Funding Sources are less than Field Trip Costs: N/A

Approval/Disapproval

Building/Supervisor's Principal:

Approved ☒

Disapproved ☐

Assistant Superintendent for Curriculum & Instruction:

Approved ☒

Disapproved ☐

Reason for Disapproval: _____

Principal's/Supervisor's Signature: *Sherry Summitt*

Date Processed: 1/10/23

Superintendent's Signature: *[Signature]*

Date Processed: 1-12-23

Board Approval Date (if required): January 13, 2023



JSTOR

Quote and Order Form

Date Initiated:
Valid Until: 2023-01-31
Customer ID:
System ID: 080-095

Bill To:

Hershey High School
550 Homestead Rd
Hershey, Pennsylvania - PA
17033 United States of
America (the)

Ship To:

Hershey High School
550 Homestead Rd
Hershey, Pennsylvania -
PA 17033 United States of
America (the)

Product Line
JSTOR Archive

Community
Secondary School

Classification
Schools II

Product	One Time Fee	Ongoing Fee	Total
Secondary Schools Collection	\$0.00	\$1,561.00	\$1,561.00

Notes:

Prorated fee for January 2022 - June 2023 (six months): \$781
Annual Access Fee for July 2023 - June 2024: \$1561

Grand Total

\$1,561.00

1. All fees listed are in USD, are exclusive of any VAT, and do not include any applicable taxes. On-going fees and/or the savings applied thereto are subject to reasonable annual changes.
2. The on-going fee (Annual Access Fee) for Archive Collections, Primary Source, and Thematic Collections may be pro-rated to reflect the number of months left in your billing cycle and/or collection completion
3. Enter this order in accordance with the prices, terms, delivery method, and specifications provided in your quote.
4. This Quote and Order Form shall be subject to the terms of your Institutional Participation Agreement, Books at JSTOR Participation Agreement, and/or any other applicable Terms and Conditions agreed to by the parties.

February 13, 2023

Date

School Board President

Authorized By (Title)

Authorized By (Signature)

Terence A. Singer

Authorized By (Name)

One Liberty Plaza, 165 Broadway, 5th Fl, New York, NY 10006 | +1 212 358 6400 | +1 212 358 6499 | participation@jstor.org
Thank you for your support of JSTOR!

JSTOR® INSTITUTIONAL PARTICIPATION AGREEMENT

Please type or print clearly:

Licensee (Institution) Name: Hershey High School, Derry Township S.D.

Licensee Address: 550 Homestead Rd., Hershey, PA 17033

LICENSEE CONTACT INFORMATION Please fill out the information below and ensure this information remains current by providing regular updates.

Licensee Primary Contact:

(responsible for overseeing participation)

Attn: Angela Henning

Address: 550 Homestead Rd.
Hershey, PA 17033

Telephone: 717-508-2269

Facsimile:

E-Mail: ahenning@hershey.k12.pa.us

Licensee Billing/Invoicing Contact:

(if different from Primary Contact)

Attn: or Traci Landry (same)

Address:

Telephone:

Facsimile:

E-Mail: TLandry@hershey.k12.pa.us

Licensee Technical Contact:

(responsible for providing authentication information)

Attn: Phil Ayala

Address: 30 E. Granada Avenue #200
Hershey, PA 17033

Telephone: 717-534-2501

Facsimile:

E-Mail: payala@hershey.k12.pa.us

**Authentication, Authorization, Proxy Server,
and Campus/Site Information:**

See Attached Form

**Licensee VAT Registration Number or sales tax exemption
number (please provide tax exempt authorization
document), if applicable:** 76-22175-5

The parties agree to be bound by this Institutional Participation Agreement, the Terms and Conditions of Use, available at <http://about.jstor.org/terms>, and the applicable Product and Payment Terms, available at <http://about.jstor.org/product-and-payment-terms>, each incorporated by reference into this Agreement for any JSTOR titles and collections Licensee may order now or in the future as reflected in invoice(s) to Licensee. Licensee acknowledges JSTOR may suspend or terminate its access if it, or its Authorized Users, violate these terms. Where applicable, this Agreement supersedes any and all prior agreements between the parties. Each party represents that it is authorized to execute and accept the terms of this document via electronic signature and that such signature shall be binding. Licensee may contact JSTOR at participation@jstor.org.

This Agreement shall continue in effect for one (1) year from the first day of the calendar year that follows the Agreement Date, and assuming the availability of funding, this Agreement shall renew for successive one (1) year terms unless earlier terminated by either party by written notice not less than ninety (90) days prior to the end of the then-current term.

This Agreement shall be considered in effect as of the date the Licensee signs below:

LICENSEE

SIGNED BY: Terence A. Singer

NAME: Terence A. Singer

TITLE: School Board President

AGREEMENT DATE: February 13, 2023

JSTOR

BY: Rebecca Seger

NAME: Rebecca Seger

TITLE: VP, Institutional Participation and
Strategic Partnerships



Mixed Impressions DJs

390 Stony Battery Road
Landisville, PA 17538
(717) 892-1226
E-mail: midj4u@yahoo.com

• Proms • Special Events
• Homecomings • MC Services
• School Dances • Mini-Thons
• Junior High Dances

BOOKING CONTRACT

Agreement made on Monday, January 2, 2023 by and between
Mixed Impressions DJ's Entertainment and:
Erin Ives (5797359)
Hershey High School
PO Box 898 Homestead Road, Hershey, PA 17033
Work: 717-531-2244

1. Employment: We shall provide, and you shall hire the services of
Mixed Impressions DJ's Entertainment
for which we will provide the following services at your event as agreed upon. Said services are set forth herein:

Event Type: **High School Dance** -----Times: **7:00 PM till 10:00 PM**

Event Date: **Saturday, February 25, 2023** ----- Package: **High School Event (Classic Show) \$895.00**

Event Location at: **Hershey High School in Hershey, PA**

2. Compensation: MIDJ will be paid for services rendered as follows:

\$895.00 minus **\$100.00** non-refundable deposit leaving a balance of: **\$795.00**

3. Event Details: **Winter Dance**

4. Mixed Impressions will be permitted to set up equipment at: **5:00 PM.**

5. Additional services will be performed at: **\$100.00** per hour. ----- Attire: **TBD**

The undersigned has agreed to the total amount listed above, minus the deposit, (non-refundable) leaving the balance. Final payment is due no later than the day of the event. **(Gratuity is not included in price)** It is to be understood that Mixed Impressions has the right to substitute any member of staff and/or any piece of equipment. It is also understood that the area in which you wish our staff to set-up be prepared for us with a minimum of two 6- or 8- foot tables. MIDJ respectfully requests to have access to the facility at the time designated to set-up equipment; otherwise, we are not liable for not beginning the event on time. It is also understood that any photographs taken may be used in promotional materials which would include our website.

Gratuities paid to the DJ/Entertainer(s) are the sole property of those individuals.

Please sign and return one copy of the contract along with the deposit to the address above. Unless other arrangements have been made all contracts must include deposits or some form of payment with a signed copy of the contract. Further payments may be made at any time and mailed to MIDJs. If any discrepancies or additions to the contract, please contact MIDJs immediately. If a contract is not returned within the allocated time frame, Mixed Impressions DJs has the right to consider this contract null and void.

PLEASE RETURN CONTRACT WITHIN 20 DAYS OF DATE SENT.

Mixed Impressions DJ: Matt H. H. Date: 1/2/23

Authorized Signature: [Signature] Date: February 13, 2023



1451 PLEASANT HILL ROAD HARRISBURG PA 17112 • 717-545-4555 • WWW.NATURESWAYBONSAI.COM

MAINTENANCE FOR INTERIOR PLANTINGS

MAINTENANCE

Nature's Way Nursery agrees to provide care for those plants listed on the attached page. Our weekly maintenance includes: watering, pruning, trimming, fertilizing, insect & plant disease control—if necessary, and cleaning.

Maintenance will be performed according to a mutually satisfactory schedule.

SPECIFICATIONS

Water outlets are to be made available. Storage space for watering equipment and miscellaneous other materials is to be provided. Nature's Way Nursery is not responsible for deterioration of plants caused by vandalism, theft, unauthorized water, insufficient light, temperature extremes: over 95° or under 55° (which would most likely occur on weekends), or lack of access to the plants for Nature's Way personnel.

Derry Township School District - Library shall inform their employees and cleaning staff that only Nature's Way personnel are to water and care for the listed plants.

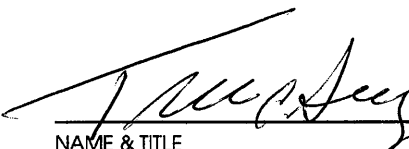
DATE OF CONTRACT

This contract shall be effective beginning **October 1, 2022** through **September 30, 2023**.

The contract is renewable.

MAINTENANCE CHARGES

The charge for the total contract will be \$ **1150.00**


Board President
NAME & TITLE


NATURE'S WAY NURSERY • NAME & TITLE

February 13, 2023
DATE

12/15/22
DATE



1451 PLEASANT HILL ROAD HARRISBURG PA 17112 • 717-545-4555 • WWW.NATURESWAYBONSAI.COM

MAINTENANCE FOR INTERIOR PLANTINGS

MAINTENANCE

Nature's Way Nursery agrees to provide the following services on a weekly basis, or as needed, to provide quality appearance of interior plant material at all times. Maintenance will be performed according to a mutually satisfactory schedule.

WATERING

Watering will be conducted on a schedule that suits individual plants requirements by Nature's Way staff only.

PRUNING

Plants will be trimmed to keep their natural shape and appearance.

DUSTING & POLISHING

Plants will be cleaned to enhance their natural appearance.

FERTILIZING

Plants will be fertilized as needed to fit individual plant requirements. Fertilizer is included in the contract amount.

INSECT & DISEASE CONTROL

All plant material will be inspected for insect and plant disease on a weekly basis. Evaluation and control will be accomplished on a mutually agreed upon schedule. Most applications are to be included in the contract amount.

DEBRIS REMOVAL

All planters will be inspected and cleaned of debris to maintain a neat appearance at all times.

PLANT GUARANTEE

Nature's Way guarantees plants that we have installed, and other plants as mutually agreed upon, as long as we continue uninterrupted maintenance and accounts are kept current. In cases where the same species cannot be obtained, similar plants of equal value will be substituted. *Plant damage due to public abuse such as: breakage, pouring foreign materials in planters, and unauthorized watering are not covered with this guarantee.

SEASONAL ANNUALS

Flowers can be added to accent seasonal color to designated areas, as authorized by management, at additional cost. Holiday decorations (ex. wreaths, pine roping, poinsettias, etc.) are also available, delivered and/or installed.

The New York Times

GROUP SUBSCRIPTION PURCHASE ORDER

Subscription Start Date: Access will begin 7–10 business days after contract execution date unless a later date is agreed upon.

Account Information

Institution Name ("Client"): Hershey High School

Account Contact:

Name: Angela Henning
Title: Librarian
Phone: 717-508-2259
Email: ahenning@hershey.k12.pa.us
EIN (required for tax exemption):

Send Bill to:

Name: Angela Henning
Address:
550 Homestead Road
Hershey, PA 17033
United States

Phone: 717-508-2259
Email: ahenning@hershey.k12.pa.us

Subscription Information

Number of Authorized Users: 1,100
Subscription fee (USD): \$1,747.20
Bill frequency: 52 Weeks
Duration of the Subscription: 52 weeks

This subscription will expire at the end of the subscription duration unless the Client notifies NYT.

IP Based: During the Subscription Duration stated above, Authorized Users will have web access only while within the indicated IP range(s); no access is available off-site or via proxy servers.

IP range(s):
204.14.13.100

Technical contact at my institution regarding IP ranges(s):

Name: Angela Henning
Phone: 717-508-2259
Email: ahenning@hershey.k12.pa.us

TERMS AND CONDITIONS OF THIS PURCHASE ORDER

This order is binding on Client upon its signature. This order is subject to review by The New York Times Company ("NYT") and will be binding on NYT once approved by NYT. Each person who is receiving access to the Subscription through information provided by the Client or redemption of a code provided to Client is an "Authorized User." Authorized Users of all Options may be required to create an account with NYT on NYTimes.com. NYT hereby grants to Client a nonexclusive, nontransferable, nonsublicensable license to allow its Authorized Users to consume NYT content for personal use and for Client's internal research, educational and general awareness purposes.

Payment of the Subscription Cost is due and payable to NYT in full within 30 days from the date of the NYT invoice. All payments due hereunder shall be in US Dollars (except as otherwise stated) and are nonrefundable. The Subscription Cost is exclusive of any

applicable taxes payable for the Subscription. Client acknowledges that NYT has the right to deactivate the Subscription at any time if Client fails to timely pay the amounts invoiced by NYT or fails to comply with the terms herein. If no End Date is indicated above, the Duration of the Subscription and, if applicable, the same number of Authorized Users at the end of that period will automatically renew for successive periods equal to the Duration of the Subscription unless either the Client or NYT provides at least a 60-day notice to the NYT Contact below before the renewal date. Client acknowledges that Client will not receive a notice of renewal and expressly waives the application of New York General Obligation Law section 5-903, and any similar laws. Client shall not use NYT's name, logo, trademark, service mark or other designation in any manner without the prior written consent of NYT. Neither Client nor NYT shall disclose any of the terms contained herein.

Client IP range(s) must be an external public-facing static IP range(s) or Proxy IP, and Client is fully responsible for all costs associated with setting up and maintaining such IP range(s). Client agrees to provide NYT with true, accurate and complete information as required by the Subscription sign-up process, including the Client IP range(s), and to allow NYT to share Client's information with third parties for the purpose of verifying the information provided by Client. Client agrees to maintain and promptly update Client information and any other information provided to NYT, including the Client IP range(s).

Client warrants and represents to NYT that no Authorized User is under the age set by Client's and Authorized Users' local laws to enter into legally binding contracts or permit NYT to legally process personal data of Authorized Users as described in NYT's Privacy Policy. In the event an Authorized User is under this age (but never younger than 13 years old), Client further warrants and represents to NYT that it has obtained, and will continue to obtain, valid parent's or legal guardian's consent to NYT's Terms of Service and Privacy Policy and any amendments thereto. If such consent is withdrawn, Client agrees to immediately terminate the access of such Authorized User.

Terms Applicable to Authorized Users. Authorized Users' access to NYT digital products and Subscription is subject to the NYT Privacy Policy (located at <https://www.nytimes.com/content/help/rights/privacy/policy/privacy-policy.html>) and Terms of Service (located at <https://www.nytimes.com/content/help/rights/terms/terms-of-service.html>). For clarity, the Terms of Service and Privacy Policy do not apply to the Client but only to its Authorized Users. For information on reproducing New York Times content, permissions and linking, please refer to: <http://www.nytimes.com/content/help/rights/permissions/permissions.html> <http://www.nytimes.com/content/help/rights/linking/linking.html>.

Client will be liable for any damages arising from any inaccurate information provided by Client or breach of the terms contained herein. Subscription does not constitute authorization for Client to copy content from NYT digital products or publish such content on Client's website, intranet or any other platform.

These Terms and Conditions shall be construed and enforced under the substantive laws of the State of New York, without regard to its conflict of laws provisions. Any legal action arising out of or related to these Terms and Conditions shall be brought exclusively in either the United States District Court for the Southern District of New York or the appropriate court of the State of New York located in New York County. Each party hereby consents to (and waives any objection to) exclusive personal jurisdiction in the State of New York.

Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

The New York Times Company

Name: Andy Wright

Title: svp

Date: 2/22/2023

Signature: DocuSigned by:

Andy Wright
624AD681BCA54AB...

Hershey High School

Name: Terence A. Singer

Title: School Board President

Date: February 13, 2023

Signature:

Terence A. Singer

2023 -2024 Derry Township School District

July 2023						
# of Days: Elem-0 Sec-0 Staff-0						
Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

	Weekend/Summer Recess
	Significant Date/Event
	Early Dismissal for Students
	No School, Students
	No School, Students & Staff
	2 Hour Late Start

August 2023						
# of Days: Elem-9 Sec-9 Staff-12						
Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August
7-9 - Orientation/Induction
14-16 - In-Service
16 - Bridge Day (6th and 9th Grade Students Only)
21 - First Day for Students

September 2023						
# of Days: Elem-18 Sec-18 Staff-18						
Su	M	T	W	Th	F	Sa
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

September
1-4 - Labor Day Recess
5 - 2 Hour Late Start
25 - No School, Students & Staff

October 2023						
# of Days: Elem-21 Sec-21 Staff-22						
Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

October
9 - Columbus Day - No School, Students; Staff Inservice
10 - 2 Hour Late Start
31 - End of Marking Period 1

November 2023						
# of Days: Elem-16 Sec-18 Staff-18						
Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

November
17 - 6th Grade Conferences (No School for 6th Grade Students); Act 80 Day 6th Grade Only; End of 1st Trimester
20-21 - Act 80 Day; Elem Conferences (No School for K-5 Students)
22-27 - Thanksgiving Recess
28 - 2 Hour Late Start

December 2023						
# of Days: Elem-16 Sec-16 Staff-16						
Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

December
22 - Early Dismissal
25-29 - Winter Recess

January 2024						
# of Days: Elem-20 Sec-20 Staff-21						
Su	M	T	W	Th	F	Sa
						6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January
1 - New Year's Day
11 - End of Marking Period 2
12 - Teacher Workday (No School for Students)
15 - Martin Luther King Day
16 - 2 Hour Late Start

February 2024						
# of Days: Elem-19 Sec-19 Staff-20						
Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

February
12 - Staff In-Service/Trade Day (No School for Students)
19 - President's Day
20 - 2 Hour Late Start
29 - End of 2nd Trimester

March 2024						
# of Days: Elem-16 Sec-17 Staff-18						
Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

March
7 - Act 80 Day; Elementary Conferences (No School for K-5 Students)
8 - Act 80 Day; Elementary Conferences/6-12 In-Service (No School for Students)
11 - 2 Hour Late Start
22 - End of Marking Period 3
27-29 - Spring Recess

April 2024						
# of Days: Elem-21 Sec-21 Staff-21						
Su	M	T	W	Th	F	Sa
						6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

April
1 - Spring Recess
2 - 2 Hour Late Start
10 - Act 80 Day (No School for Students)

May 2024						
# of Days: Elem-22 Sec-22 Staff-22						
Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May
22-24 & 28 - Finals (Tentative), Early Dismissal for the High School Only
27 - Memorial Day
29 - Graduation
31 - Last day for Underclassmen;
End of Marking Period 4;
End of 3rd Trimester;
Early Dismissal;

June 2024						
# of Days: Elem-0 Sec-0 Staff-0						
Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Regular School Hours
Secondary: 7:38 a.m. - 2:33 p.m.
Elementary: 8:40 a.m. - 3:35 p.m.

Makeup Days

March 27
If needed, additional Make-up days for K-11 will begin June 3.

Marking Period End Dates

Quarter Marking Periods (Sec.)

First: October 31 (48 days)
Second: January 11 (42 days)
Third: March 22 (46 days)
Fourth: May 31 (45 days)

Trimester Periods End Dates (Elem)

First: November 17
Second: February 29
Third: May 31

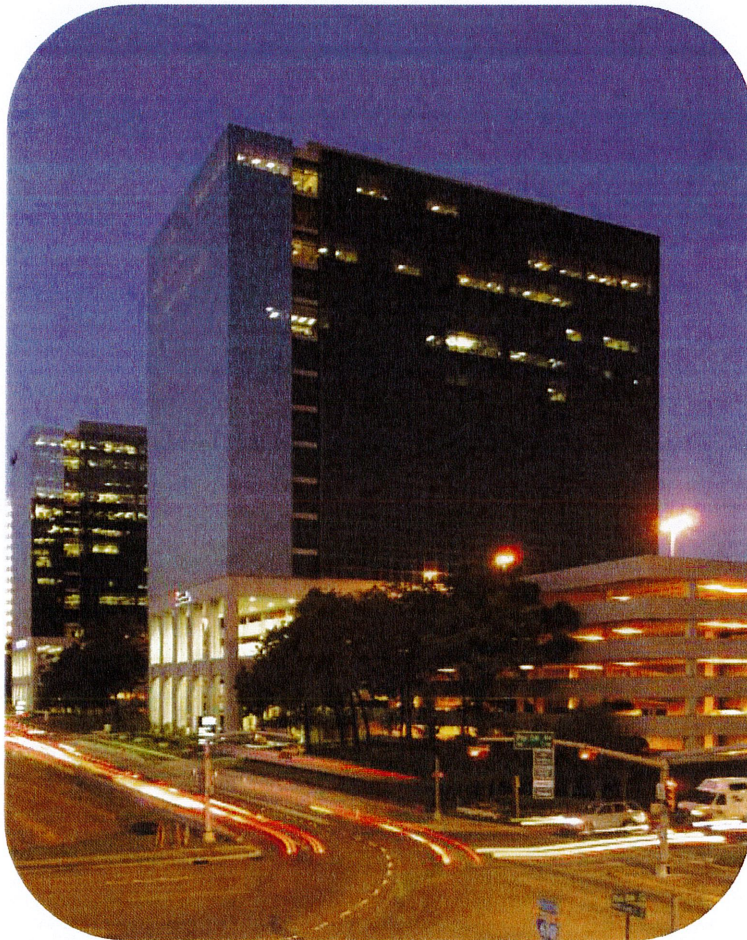
Student and Staff Days

Total Student Days - Elementary 182
Total Student Days - Secondary 183
Total Staff Days 190
(New Teachers 193*)

*Includes three new teacher orientation days



Trane Turnkey Proposal



Turnkey Proposal For:
Mark Anderson

Derry Township School District
PO Box 898
Hershey, PA 17033-1703 U.S.A.

Local Trane Office:

Trane U.S. Inc.
3909 TecPort Drive
Harrisburg, PA 17111

Local Trane Representative:

Matt Kressley
Account Manager
Cell: (717) 756-8310
Office: (717) 561-5400

Proposal ID: D1-104776-1
Costars: 008-E22-847

Date: September 15, 2022



TRANE TURNKEY PROPOSAL

Executive Summary

Trane is pleased to present a solution to help Derry Township School District reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Derry Township School District to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits Derry Township School District should expect from this project are highlighted below.

- Replacement Hot Water Coils
- Enhanced Performance
- System Operation

Trane appreciates the opportunity to earn your business. This investment will provide Derry Township School District with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Derry Township School District for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Matt Kressley
Account Manager, Trane U.S. Inc.

**Prepared For:**

Mark Anderson

Date:

September 15, 2022

Job Name:

Derry Township SD High School MAU HW Coil Tky

Proposal Number:

D1-104776-1

Delivery Terms:

Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:

Net 30

Costars Number:

008-E22-847

Proposal Expiration Date:

15 Days

Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with Mark Anderson and based on the site surveys performed on 08/09/2022

Turnkey Installation of HVAC Equipment

Technicians shall provide and install (2) replacement hot water duct coils tagged DC-1F and DC-4F. The existing hot water coils shall be removed and replaced with the coils shown below (Items A1 and A2). Ductwork shall be removed and reinstalled to facilitate the installation of the new hot water coils.

The light in the first floor hallway shall be removed/relocated to accommodate the removal and installation of the duct coil tagged DC-1F

The existing isolation valves at the hot water coils shall be closed and the piping drained to the coil. The main hot water distribution pipes shall remain intact and operational. The floating point hot water control valves shall be removed and replaced with new spring open control valves. The balancing valves and strainers at the coils shall be replaced. New piping shall be installed to connect to the existing shutoffs used to isolate the coil.

New piping and duct Insulation shall be installed to match the existing.

The new coils shall have air and water balancing performed to confirm the new coils are operating according to design. A performance verification report for the hot water coils shall be provided.

Technicians shall provide and install an expansion of the existing Tracer Ensemble campus management system. The (2) obsolete MP581 controllers operating the (2) Energy Recovery Units and (2) duct mounted hot water coils shall be upgraded to new UC programmable bacnet controllers. The existing energy recovery wheel shall be fitted with a new current transducing switch. The existing variable frequency drives associated with the energy wheel will be connected to provide feedback and alarm information to the UC controller. A new averaging supply air temperature sensor shall be installed in the unit. The existing control points shall be migrated to the new controller. A new bacnet mstp communication link shall be installed to facilitate communication between the new controllers and the existing Tracer System Controller.

The existing sequence of operation shall be modified to include the following:

1. If the average supply air temperature reaches 38°F or below; the supply fan will be disabled, the outdoor air damper will close, and the hot water duct coil valves will open to 100%. An alarm shall be generated indicating “Freeze Avoidance Mode – Low Limit”
2. If the energy wheel motor current transducer fails to prove status within 1 minute of initial startup or drop out for more than 5 seconds during normal operation, then the supply fan shall be de-energized and the outdoor air damper shall close. An alarm shall be generated indicating “energy wheel motor failure”.



The existing Tracer Ensemble graphics shall be updated to include the new points referenced above.

A one year parts and labor warranty is included for all new items provided by Trane under this proposal.

Tag Data - Heating Coils (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
A1	DC-1F	1	Heating coil (HTCL)	DT0B12038G0AA080EABA00B
A2	DC-4F	1	Heating coil (HTCL)	DT0B15036--AA080EABA00B

Product Data - Heating Coils

All Units

T -5/8" hot water, same end con.
 Heating coil
 Shipping coil
 Left hand supply
 Galvanized steel casing (Std)
 1 row
 Aluminum fins
 Prima-flo H (Hi efficient)
 80 fins per foot nominal fin spacing
 .020 (0.508 mm) std copper tubes
 No turbulators

Item: A1 Qty: 1 Tag(s): DC-1F

12" (305 mm) coil height
 38" (965 mm) finned length

Item: A2 Qty: 1 Tag(s): DC-4F

15" (381mm) coil height
 36" (914 mm) finned length
 AHRI ACHC certified

Turnkey Installation of HVAC Equipment

- Prevailing Wage Rates
- Project Management
- Demolition
- Mechanical Installation
- Control Submittals and As-Built Drawings
- Power wiring
- Control Panel(s) and Low Voltage Wiring installation
- Air/Water Balancing

Turnkey systems services not included

- Any other items not specifically listed within this document

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval



- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer

Pricing and Acceptance

Mark Anderson

Site Address

Derry Township School District
PO Box 898
Hershey, PA 17033-1703 U.S.A.

Derry Township High School

Price

Total Net Price (Excluding Sales Tax).....\$ 93,781.00

Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Matt Kressley
Account Manager
Trane U.S. Inc.
(717) 561-5400



ACCEPTANCE


This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

Submitted By: Matt Kressley	Cell: (717) 756-8310 Office: (717) 561-5400 Proposal Date: September 15, 2022
CUSTOMER ACCEPTANCE Derry Township School District	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative 	Authorized Representative
Printed Name Terence A. Singer	<input type="text" value="Matthew A. Kressley"/> Printed Name Matthew A. Kressley
Title President, School Board	Title <input type="text" value="Account Manager"/>
Purchase Order	Signature Date <input type="text" value="9/15/22"/>
Acceptance Date: February 13, 2023	License Number:



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.



12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the



Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that



Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(1221)
Supersedes 1-26.251-10(0821)