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Derry Township School District

Board of Directors Meeting

November 6, 2023

Summary Minutes - VIII

1. OPENING ITEMS

1.a. Call to Order

Minutes

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

1.b. Roll Call

Minutes

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

Members Absent: None

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

Student Board Representatives in Attendance: Lucy Barto, Natalie Colarossi, Shiza Saad

Solicitor: William Zee

Staff/Public in Attendance In-Person: Laura Abelló, Phil Ayala, Peggy Bravacos, Cathi Burys, Ashley Commissiong, Josh Cysyk, Michael Davies, Kat English, Vickie Feinstein, Julie Goolsby, Christopher Grudi, Debra Haken, Marlene Kanuck, Sarah Karpel, Rebecca Kessler, Jennifer Kesterson, Robert May, Stewart McCarver, Patrick McDonald, John Miller, Kathy Miller, Sue Myers, Kim O'Connell, Lindsay Papachristou, Sheryl Pursel, Jason Reifsnyder, Jennifer Renz, Honesta Romberger, Tracey Royo, Jennifer Sloppy, Aaron Shuman, Deanna Slamans, Debra Suri, Lisa Sviben Miller, Robert Welsh, Lee Vasilides, and Kimberly Zuck

Staff/Public in Attendance Virtually: Philip Ayala, Lisa Baland, Mark Baland, Erik Barber, Jordan Bartal, Susan Barto, Caryn Bennett, Chadd Blannett, Robert Brackbill, Tracy Brown, Jessica Callahan, Marilyn Carter, James Carter, Matthew Coulter, Jill Craig, Melinda Curran, Josh Cysyk, Lisa Dalto, Staci Daugherty, Jeff Davies, Michelle Davies, Julie DeDonatis, John Dunn, Kelly English, Jayanth Franklin, Ann Gardiner, Scott Harman, Rogette Harris, Colby Hollinger, Jen Hynes, Lizzy Dahl, Sandy Kray, Missy Kunder, Traci Landry, Tina Lengle, Jeffrey Mackneer, Dave Martin, Christine Maugle, Stewart McCarver, Andrea Mitchell, Angela Mullen, Janette Murray, Jill Muscat, Julie Neal, Angie Persing, Sandie Pharmer, Maryann Pogue, Angie Ravnice, Marc Royo, Kirsten Scheurich, Lindsey Schmidt, Todd Shaffer, Angie Shipper, Melissa Shultz, Tim/Carol Smith, Sarah

Smith, John Stool, William Uffelman, Laura Wade, Debbie Wallace, Angela Weader, Drew Weidman, Rebecca Wilburne, Jordan Yeagley, Renee Zaccagnini Gergic

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 Ms. Drew and a second by Mrs. Memmi 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. Presentation - Crabtree, Rohrbaugh, & Associates

Minutes

Anthony Colestock of Crabtree, Rohrbaugh, & Associates shared the presentation from the community night at the elementary school.

2.b. President Communications

Minutes

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

- Labor Relations

2.c. Recognition of Citizens (Agenda Items)

This is an opportunity for residents and taxpayers to address the Board on matters related to the agenda. Citizens wishing to speak, if in person, should complete and turn in a registration form to the Board Secretary, Mrs. Agee. Registration forms can be found on the sign-in table adjacent to the board room entrance. When your name is announced, come to the microphone. If online, you must have registered individually with your full name, and address, to be recognized. Raise your virtual hand for recognition. Once recognized or un-muted, it is only necessary that you identify yourself by providing your full name.

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

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

Minutes

The following citizens were recognized by the board:

- Jennifer Sloppy spoke to the Crabtree presentation and future plans
- John Miller spoke to the elementary build and involvement of students

2.d. Community Correspondence Report

Minutes

Ms. Karpel reported that there was a total of 2 submissions during the month of October.

2.e. Standing Committee Meeting Report

Minutes

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

- Welcomed new Citizen Advisors
- Course revision for high school Accounting II to HACC Principles of Financial Accounting I and Accounting II
- Next meeting is December 11, 2023

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

- Review of policies
- Revised wording of Board Operating Guideline sent to the board for approval without a 30-day review
- Policy 819 was approved as revised and recommended to go to the full board for review approval
- Next meeting is February 12, 2024

2.f. 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

Lucy Barto, Natalie Colarossi, and Shiza Saad gave a report that included the following:

- November 3rd, HHS Trojan Buddies club hosted a special Olympics event
- November 2nd, HHS Boys Soccer won their 3rd consecutive District III title
 - after two overtime's the boys won in penalty kicks
 - Hannes Budde had two incredible saves
 - Cole Goodman scored the game winning penalty kick
 - the boys will host the first round of state playoffs at home Tuesday, November 7th at 6:00 p.m.
- HHS girls field hockey will be playing in the first round of the PIAA State Championships for the 3rd year in a row
- Congrats to the boys and girls Cross Country Teams for placing 4th and 5th at Districts last week
 - they raced at the PIAA State Championship on Saturday
 - Vinay Raman placed 11th overall earning himself a state medal
 - the boys team as a whole placed 11th
- On October 26th, Key Club held a Trunk or Treat event in the bus coral, all proceeds go towards their Walk for Clean Water goal to fund clean water wells in the Kingdom of Eswatini
- On October 25th Hershey Bands and Orchestra held their Fall Concert in the auditorium
- This Wednesday HHS athletics is hosting signing day, where 10 high school athletes sign their letters of intent to continue their academic and athletic careers at various universities
- Trojan Ten - Owen Andrews, Ava Ball, Eamon Callahan, Danica Christman, Sean Elliott, David Essis, Aidan Peters, Eva Rabago, Aryana Tuanquin, Taylor Valoczki
- Last week students at the ECC learned about the life cycle of a pumpkin and the change of the seasons
- On Halloween, 7th graders on team Raya enjoyed a fun day at the Middle school library going through their latest reads and swapping book recommendations
- Each middle school class also participated in a short story contest, winners were decided by the class and each winner was encouraged to continue their stories

- Lucy shared her thoughts on the recent Link Crew Seminar she attended

2.g. Recognition of Student Club Name Change

The listed High School Student Club Name Change is recognized. No Limited Service Contract is associated with this club. The club has a Student Activity Account that will be updated to reflect the name change.

- Learning Commons Council to Library Advisory Board

Minutes

The Learning Commons Council was recognized as having a name change to Library Advisory Board

2.h. 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 November 6, 2023 Board of Directors Summary Minutes
2. Elementary Facility Update
3. Copier RFP
4. Club Recognition - Rising Innovators

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. Sicher and a second by Mrs. Memmi 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. Approval of Policies

The Administration recommends the approval of the following policies of the Derry Township School District Policy Manual which have been on public display for thirty-days in the Hershey Public Library, District Office, and the Derry Township School District Website:

- Policy 006 Meetings
- Policy 216.1 Supplemental Discipline Records
- Policy 251 Students Experiencing Homelessness, Foster Care and Other Educational Instability
- Policy 824 Maintaining Professional Adult/Student Boundaries

4.c. Approval of Policies (Reviewed Only)

The Administration recommends the approval of the following policies of the Derry Township School District Policy Manual which have been on public display for thirty-days in the Hershey Public Library, District Office, and the Derry Township School District Website:

- Policy 813 Other Insurance
- Policy 814 Copyright and Fair Use Policy
- Policy 815 Acceptable Use of Technology Resources
- Policy 815.1 Acceptable Use of Technology Resources (Student Version)
- Policy 818 Contracted Service Personnel
- Policy 822 Automated External Defibrillator (AED)/Cardiopulmonary Resuscitation (CPR)
- Policy 827 Conflicts of Interest
- Policy 832 Educational Equity

4.d. Requests for the Use of School Facilities

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

Group: Hershey Boys Basketball Boosters

Date/Time: Saturday, February 17, 2024, from 7:30 a.m. - 10:00 p.m.

Sunday, February 18, 2024, from 7:30 a.m. - 7:00 p.m.

Requested Facility: High School, Middle School & ECC Gym & Lobby

Event: Chocolate town Youth Basketball Tournament

Fee: Gym Rental: \$80 per hour, per gym (approximately \$6,720.00)
Custodian Fee: \$44.09 per hour, per custodian (approximately \$3,703.56)
Total Fees:
Per policy 707-AR-0, page 2, item1. School-Related Organizations/Activities, paragraph 2. "Such organizations or groups shall be exempt from any facility use fee".
Exempt Amount: \$6720.00
Total Custodian Fees: Approximately \$3,703.56

Group: **Hershey Youth Basketball Association (HBYA)- ECC**
Date/Time: November 7, 2023 - February 23, 2024, M-F, 6:00 p.m. - 9:00 p.m.
December 2, 2023 - February 24, 2024, Saturdays, 9:00 a.m. - 6:00 p.m.
Requested Facility: ECC Gym
Event: Basketball Practices and Games
Fee: Custodian (Saturdays Only): \$44.09 per hour
Approximately \$4,849.90
Total Fees - Approximately \$4,849.90

Group: **Hershey Youth Basketball Association (HBYA) - Elementary**
Date/Time: November 27, 2023 - February 23, 2024, M-F, 6:00 p.m. - 9:00 p.m.
Tuesdays & Thursdays (need to share gym w/Senior Men's Basketball
December 2, 2023 - February 24, 2024, Saturdays, 9:00 a.m. - 6:00 p.m.
Requested Facility: Elementary Gym
Event: Basketball Practices and Games
Fee: Custodian (Saturdays Only): \$44.09 per hour
Approximately \$1,939.96
Total Fees - Approximately \$1,936.93

Group: Hershey Youth Basketball Association (HBYA) - Middle School

Date/Time: December 2, 2023 - February 24, 2024, Saturdays, 9:00 a.m. - 3:00 p.m.

*Gym not available January 13 & February 3, 2024

December 3, 2023 - February 25, 2024, Sundays, 11:00 a.m. - 6:00 p.m.

Requested Facility: Middle School Gym

Event: Basketball Practices and Games

Fee: Custodian: \$44.09 per hour Approximately \$7,274.85
Total Fees - Approximately \$7,274.85

Group: Hershey Youth Basketball Association (HBYA) - High School

Date/Time: December 3, 2023 - February 25, 2024, Sundays, 9:00 a.m. - 5:00 p.m.

*Gym not available December 10, 2023 & February 4, 2024

Requested Facility: High School Gym

Event: Basketball Practices and Games

Fee: Custodian: \$44.09 per hour Approximately \$3,086.30
Total Fees - Approximately \$3,086.30

4.e. Brian Eslick Enterprises

The Administration recommends the approval of the Brian Eslick Enterprises Agreement for the comedy hypnosis show at the high school.

4.f. CAIU 15 Endpoint Security Platform

The Administration recommends the approval of the Capital Area Intermediate Unit 15 Endpoint Security Platform, SentinelOne, to provide advanced threat protection for endpoints in real-time.

4.g. CSIU Financial Information System

The Administration recommends the approval of the Central Susquehanna Intermediate Unit Agreement for a subscription to hosted software services.

4.h. Elite Coach

The Administration recommends the approval of the Elite Coach Agreement to provide transportation for the Honors English 9 class to the Holocaust Memorial Museum in Washington DC.

4.i. Hershey Entertainment & Resorts Company

The Administration recommends the approval of the Hershey Entertainment & Resorts Company Agreement for the use of the Hotel Hershey as the 2024 Senior Prom venue.

4.j. LLIU13 Collaborative Services

The Administration recommends the approval of the Lancaster Lebanon Intermediate Unit 13 Collaborative Services, CAFCO Participation, Agreement to purchase food and supplies.

4.k. Mixed Impressions DJs

The Administration recommends the approval of the Mixed Impressions Agreement to provide DJ services for the prom.

4.l. Navigate360

The Administration recommends the approval of the Navigate360 Agreement for Behavioral Threat and Suicide Case Management Platform Subscription.

4.m. Wolf's Bus Lines

The Administration recommends the approval of the Wolf's Bus Lines Agreement to provide transportation for the National Honor Society students to New York City.

5. NEW BUSINESS

5.a. AIA Architect Agreement

The Administration recommends the approval of the AIA Document B101-2017 with Crabtree, Rohrbaugh & Associates for the Elementary School Project.

Minutes

Following a motion by Dr. Koch and a second by Ms. Drew, the AIA Architect 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.b. Personnel - Resignations

The Administration recommends the approval of the following resignations:

Classified:

Dile, Jack

Bus Driver

Transportation

Reason: Retirement

Effective: 12/23/2023

Mayfield, Duane

Cafeteria/Recess Aide

Primary Elementary School

Reason: Personal

Effective: 10/25/2023 (retroactive)

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.c. Personnel - General

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

Professional:

Kreamer, Cecelia (replacing Jalene Maldonado-Torres/Megan MacNicol)
Spanish Teacher
Middle School/High School
Long-Term Substitute
Bachelors, Step 1
Salary: \$57,276.73 (pro-rated)
Effective: To Be Determined through the end of the 2023-24 school year (pending receipt of Act 34, Act 151, and Act 24 certifications)

Classified:

Barnett, Jerri
Substitute Nurse's Assistant/RN
District-wide
Salary: \$28.79 per hour
Effective: 11/07/2023

Fischer, Bruce (replacing Kathleen Lister)
Cafeteria/Recess Aide
Primary Elementary School
Level A, 3.0 hours per day
Salary: \$17.64 per hour
Effective: 11/07/2023

Hartzell, Tracy (replacing Robert DeBolt)
HVAC Technician/Plumber
District-wide
Full-time, 8.0 hours per day
Salary: \$31.70 per hour
Effective: 11/07/2023

Samuels, Ebony (replacing David Graham)
Cafeteria/Recess Aide
Early Childhood Center
Level A, 3.0 hours per day
Salary: \$17.64 per hour
Effective: 11/07/2023

Schroeder, James (replacing Terry Baylor)
Custodian (2nd Shift)
District-wide
Full-time, 8.0 hours per day

Salary: \$19.09 per hour
Effective: 11/07/2023

Transfer of Classified Staff:

Bobola, Heather*

From: Bus Driver
Transportation
Level A, 5.5 hours per day
Salary: \$21.66 per hour
To: Substitute Bus Driver
Transportation
Salary: \$20.17 per hour
Effective: 11/03/2023 (retroactive)

Daub, Scott* (New Position)

From: HVAC Technician/Plumber
District-wide
Full-time, 8.0 hours per day
Salary: \$34.79 per hour
To: Supervisor of Facilities
District-wide
Act 93, Group 2
Salary: \$79,900 (pro-rated)
Effective: 11/21/2023

Santiago, Richard* (replacing Mark Katzenmoyer)

From: Custodian (2nd shift)
Elementary School
To: Custodian (2nd shift)
High School
Full-time, 8.0 hours per day
Salary: \$19.91 per hour
Effective: 11/07/2023

Yount, Bonnie*

From: Food Service Worker
Elementary School
Level A, 5.5 hours per day
Salary: \$17.64 per hour
To: Substitute Food Service Worker
District-wide
Hours as needed
Salary: \$13.27 per hour
Effective: 11/20/2023

Limited Service Contract:

Erb, Jarryd*

Assistant Coach - M.S. - Wrestling

Group F, Step 15

Salary: \$4,361

Effective: 11/07/2023

Gergic, Jeffrey

Head Coach - H.S. - Baseball

Group C, Step 15

Salary: \$6,978

Effective: 11/07/2023

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

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

Mylin, Emily*

Special Education Teacher

Middle School

Restoration of Health

Revised Effective: 10/12/2023 through the end of Marking Period 2 (approximately **01/11/2024**) (retroactive)

Minutes

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

Vote Results

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

Nay: 0

Abstain: 0

Not Cast: 0

6. DELEGATE REPORTS

6.a. CAIU

Minutes

The CAIU report is attached to the agenda.

6.b. PSBA

Minutes

The PSBA report was attached to the agenda.

7. SPECIAL REPORTS

7.a. Board Members' Report

Minutes

A report was made by the following board members:

- Mrs. Sicher had a prepared statement that she shared regarding Ms. Drew.

7.b. Superintendent's Report

Minutes

Dr. Winslow didn't have a report to share.

7.c. Board President's Report

Minutes

Mr. Singer didn't 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 were recognized by the board:

- Tracy Brown spoke to a recent mailing
- Sarah Smith spoke to a LGBTQ book
- Marlene Kanuch spoke to book banning
- Julie Goolsby shared a message with the board to make a stand against outside influences
- Kimberly Zuck and Deanna Slamans spoke to the Seeing Gender book
- Vickie Feinstein spoke to the Shine a Light article in the Sun and the book Seeing Gender
- Ashley Commissiong asked for the board to speak out in defense of one of its own members
- Patrick McDonald gave an apology and asked the board to take action against special outside interests
- Angela Weader spoke regarding the Seeing Gender book
- Kat English spoke to politics and a school board

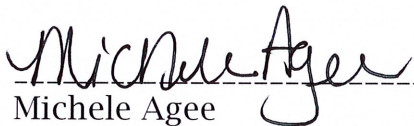
Ms. Drew, Mrs. Sicher, Dr. Cronin, and Mrs. Schmidt shared comments.

9. ADJOURNMENT

Minutes

The meeting was adjourned at 8:46 p.m. following a motion by Mrs. Memmi and seconded by Mrs. Schmidt.

Respectfully submitted,



Michele Agee
Secretary to the Board
November 20, 2023



Terence A. Singer
Board President

Derry Township School District

Board Meeting

November 6, 2023

Please Sign In AND Print Your Name

Signature

Printed Name

Sample Signature

Sample Name Printed

Signature

Bob Welsh

Printed Name

ROBERT D. WELSH

Signature

Lisa M. Sviben Miller

Printed Name

Lisa M. Sviben Miller

Signature

Chris Grudi

Printed Name

CHRIS GRUDI

Signature

Tracey Royo

Printed Name

Tracey Royo

Signature

Ashley Commissiong

Printed Name

Ashley Commissiong

Signature

Kimberly Zuck

Printed Name

Kimberly Zuck

Signature

Josh Cyszk

Printed Name

Josh Cyszk

Signature

Kest Aguin

Printed Name

Kest Aguin

Signature

Julie Goolsby

Printed Name

Julie Goolsby

Signature

Marlene Knuck

Printed Name

Marlene Knuck

Signature

Jennifer Sloppy

Printed Name

Jennifer Sloppy

Signature

Jennifer Renz

Printed Name

Jennifer Renz

Signature

Cathi Burr

Printed Name

Cathi Burr

Signature

John Mil

Printed Name

John Mil

Signature

Printed Name

Deanna R. Slama
Kim O'Connell

Deanna R. Slama
Kim O'Connell

Derry Township School District

Board Meeting

November 6, 2023

Please Sign In AND Print Your Name

Signature

Printed Name

Sample Signature

Sample Name Printed

Signature

Printed Name

Peggy Bravacos

Peggy Bravacos

Signature

Printed Name

Laura Abello

LAURA ABELLO

Signature

Printed Name

[Signature]

DORO SERI

Signature

Printed Name

Kathy Miller

Kathy Miller

Signature

Printed Name

Sue Myers

Sue Myers

Signature

Printed Name

Jennifer Kesterson

Jennifer Kesterson

Signature

Printed Name

Lindsey Papachnston

Lindsey Papachnston

Signature

Printed Name

Michael Davies

Michael Davies

Signature

Printed Name

Leo Vasile

Leo Vasile

Signature

Printed Name

Patrick McDonald

Patrick McDonald

Signature

Printed Name

Stewart McCuller

Stewart McCuller

Signature

Printed Name

Honesty Kumbarger

Honesty Kumbarger

Signature

Printed Name

Debra Haken

Debra Haken

Signature

Printed Name

Vickie Ferksteen

Vickie Ferksteen

Signature

Printed Name

Robert Gump May

Robert Gump May

Virtual Attendance November 6. 2023 School Board Meeting

Philip Ayala	Traci Landry
Lisa Balanda	Tina Lengle
Mark Balanda	Jeffrey Mackneer
Erik Barber	Dave Martin
Jordan Bartal	Christine Maugle
Susan Barto	Stewart McCarver
Caryn Bennett	Andrea Mitchell
Chadd Blannett	Angela Mullen
Robert Brackbill	Janette Murray
Tracy Brown	Jill Muscat
Jessica Callahan	Julie Neal
Marilyn Carter	Angie Persing
James Carter	Sandie Pharmer
Matthew Coulter	Maryann Pogue
Jill Craig	Angie Ravnic
Melinda Curran	Marc Royo
Josh Cysyk	Kirsten Scheurich
Lisa Dalto	Lindsey Schmidt
Staci Daugherty	Todd Shaffer
Jeff Davies	Angie Shipper
Michelle Davies	Melissa Shultz
Julie DeDonatis	Tim/Carol Smith
John Dunn	Sarah Smith
Kelly English	John Stool
Jayanth Franklin	William Uffelman
Ann Gardiner	Laura Wade
Scott Harman	Debbie Wallace
Rogette Harris	Angela Weader
Colby Hollinger	Drew Weidman
Jen Hynes	Rebecca Wilburne
Lizzy Dahl	Jordan Yeagley
Sandy Kray	Renee Zaccagnini Gergic
Missy Kunder	



Crabtree, Rohrbaugh & Associates

DERRY TOWNSHIP
SCHOOL DISTRICT

HERSHEY ELEMENTARY SCHOOL
COMMUNITY MEETING

October 26, 2023

DISTRICT'S MISSION

Our vision for the new elementary school building is to create a dynamic and inclusive learning environment that fosters creativity, curiosity, and a sense of community. This state-of-the-art facility will be designed to inspire a love for learning, promote innovation, and empower every student to reach their full potential. It will be a place where students, teachers, and families come together to nurture the leaders and innovators of tomorrow, ensuring that each child's educational journey is a path to lifelong success and fulfillment.

DISTRICT ADMINISTRATION

DR. STACY WINSLOW – SUPERINTENDENT OF SCHOOLS

DR. AARON SHUMAN – ASSISTANT TO THE SUPERINTENDENT

MRS. SHERYL PURSEL – BUSINESS MANAGER

MR. JOHN FREADY – DIRECTOR OF BUILDINGS AND GROUNDS

MRS. LISA SVIBEN MILLER – DIRECTOR OF SAFE AND SUPPORTIVE SCHOOLS

MRS. KIRSTEN SHUERICH – DIRECTOR OF SPECIAL EDUCATION

MR. PHIL AYALA – DIRECTOR OF TECHNOLOGY

MS. SARAH KARPEL – SUPERVISOR OF COMMUNITY RELATIONS AND ENGAGEMENT

BUILDING ADMINISTRATION

MRS. JENA FUNCK – K-5 PRINCIPAL

MS. HEIDI STINE – K-1 ASSISTANT PRINCIPAL

MS. ALEX DECICCO – 2-3 ASSISTANT PRINCIPAL

MRS. ANNA GAWEL – 4-5 ASSISTANT PRINCIPAL

AGENDA

1 Building Overview

2 Educational Program

3 Building Organization

4 Code Compliance

5 Building Systems

6 Site Analysis



BUILDING OVERVIEW

Feasibility Study Timeline

BUILDING INFORMATION



Elementary School (ES)

Constructed: 1954

Renovated: 1991, 2011

Area: 154,000 Square Feet

Grades: 2nd through 5th Grade

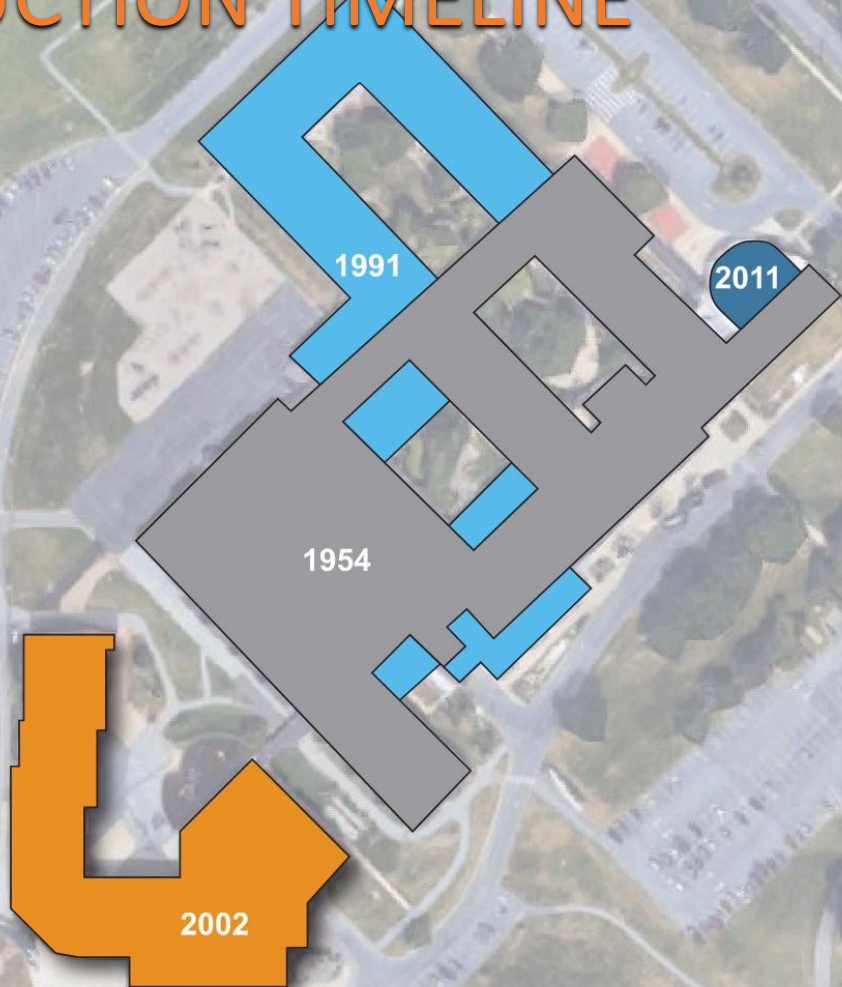
Early Childhood Center (ECC)

Constructed: 2002

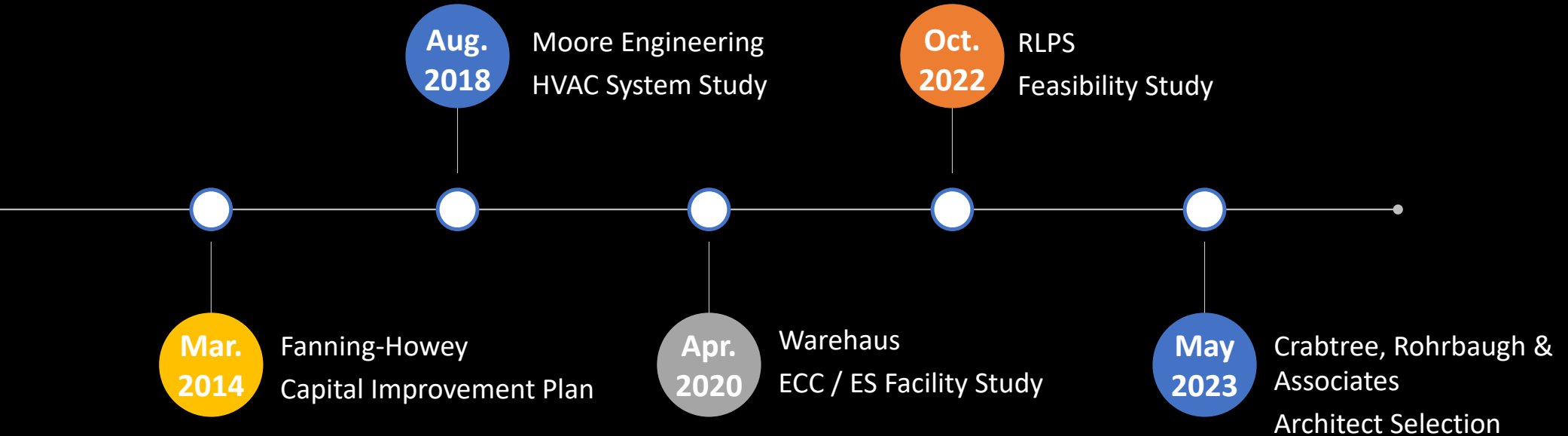
Area: 72,000 Square Feet

Grades: Kindergarten and First Grade

CONSTRUCTION TIMELINE



STUDY TIMELINE



BUILDING DEFICIENCIES

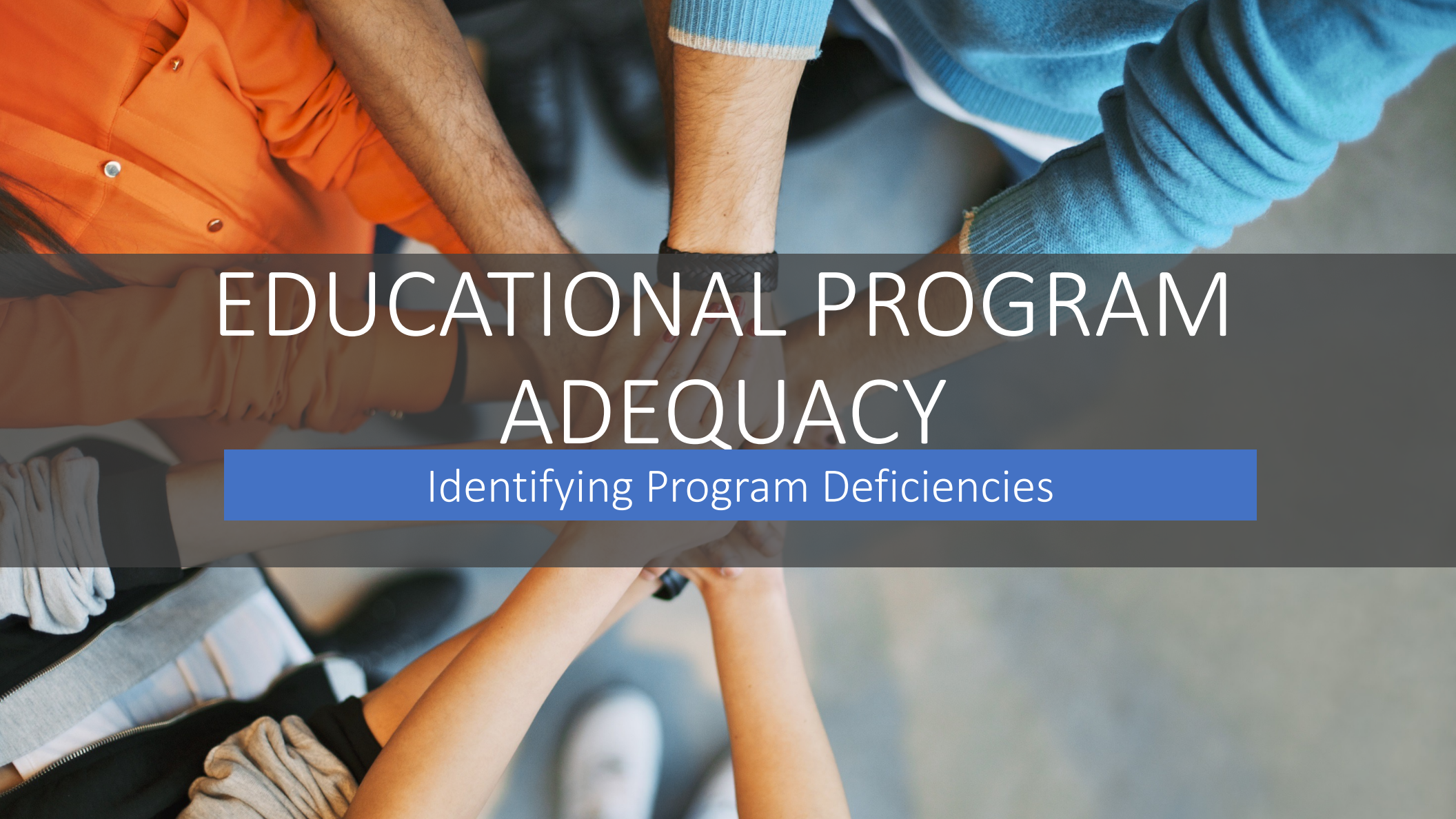
Elementary School Existing Building Deficiencies:

- ECC in separate building
- No separation between Assembly spaces and Academic spaces
- Assembly spaces not adjacent to Main Entrance
- Multiple entry points, instead of one main entrance
- Travel time from classrooms to Assembly spaces cut into instructional time
- Lack of wayfinding and clarity of circulation
- Undersized Assembly/Share Core Spaces- Gymnasium, Cafeteria, Music, Art, Library
- Insufficient space for Special Education
- Insufficient space for Student Collaboration and Breakout Spaces-SGI's, LGI's, Open Collabs
- Lack of Faculty planning and support
- Food Service inefficiencies with two cafeterias
- Limited Outdoor Play Areas
- Remote parking from Main Entrance
- Non-compliance of ADA and Building Code
- General Building Systems Condition and Required Maintenance







A top-down view of several people's arms and hands reaching towards the center, with their fingers interlaced or stacked on top of each other. The people are wearing various casual clothing: an orange button-down shirt, a blue long-sleeved sweater, a grey long-sleeved shirt, and a black zip-up jacket. The background is a blurred indoor setting.

EDUCATIONAL PROGRAM ADEQUACY

Identifying Program Deficiencies

PLANNED EDUCATIONAL PROGRAM

Elementary School Deficiencies



Small Group Instruction rooms are in spaces not originally intended to be classrooms and therefore undersized



Breakout spaces for Small Group Instruction are moved to corridors

PLANNED EDUCATIONAL PROGRAM- FUTURE FOCUSED PROGRAM NEEDS

PROGRAM ANALYSIS NOTES:

PROCESS

The upcoming slides are a graphic analysis of current building rooms and areas as compared to the planned program.

PLANNED PROGRAM DEVELOPMENT

The planned program has been developed by DTSD leadership in accordance with the District's vision and projected enrollment

INTENT

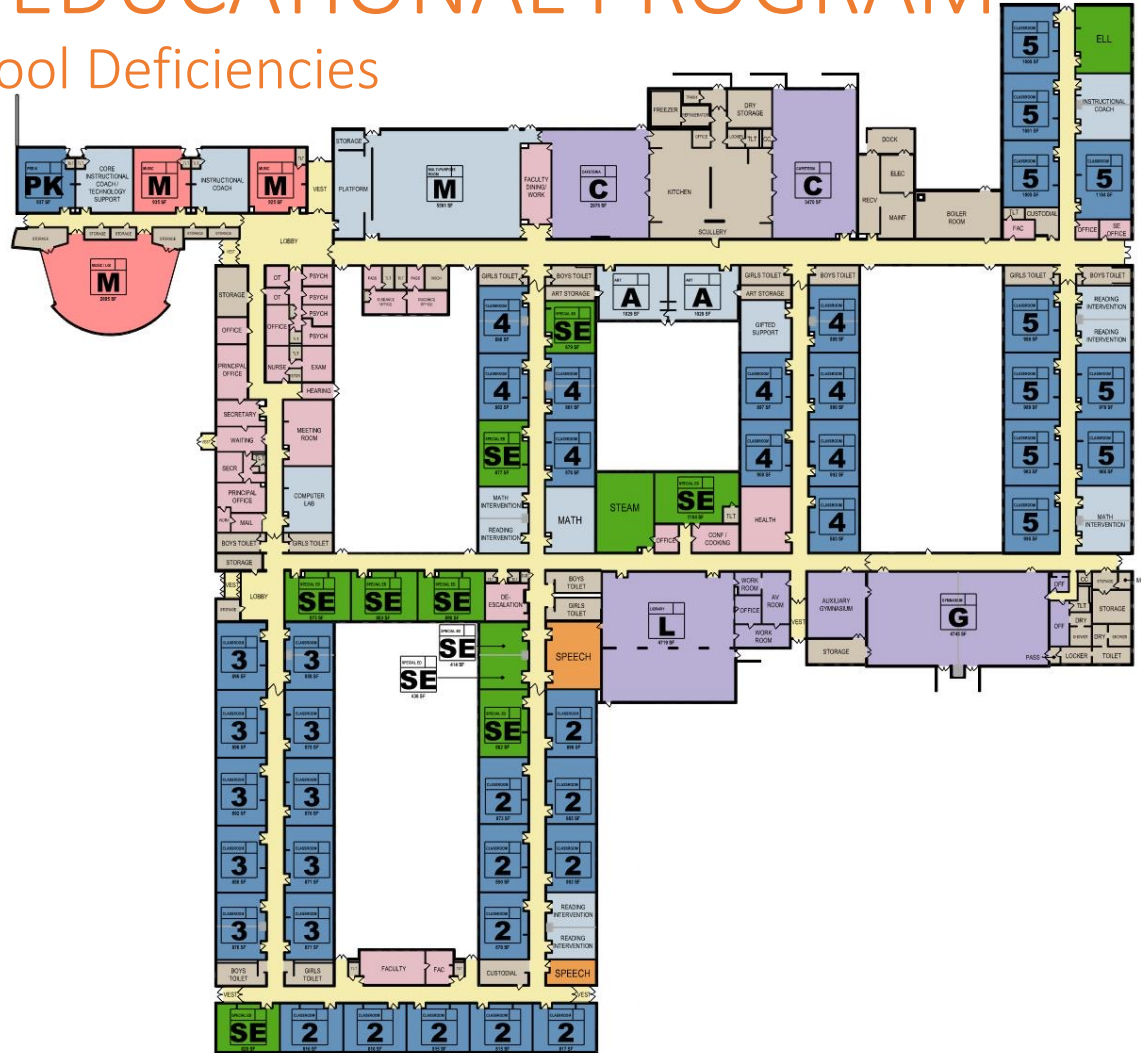
This exercise identifies area deficiencies based on square footage requirements of the proposed planned program

NOT A SOLUTION

Desired adjacencies and groupings were discussed but this is Not Intended To Be A Design Solution



Elementary School Deficiencies



COST ESTIMATE ANALYSIS

Renovate or Replace?

Cost analysis compares existing square footage plus educational program deficiencies to construction of new school of similar square footage

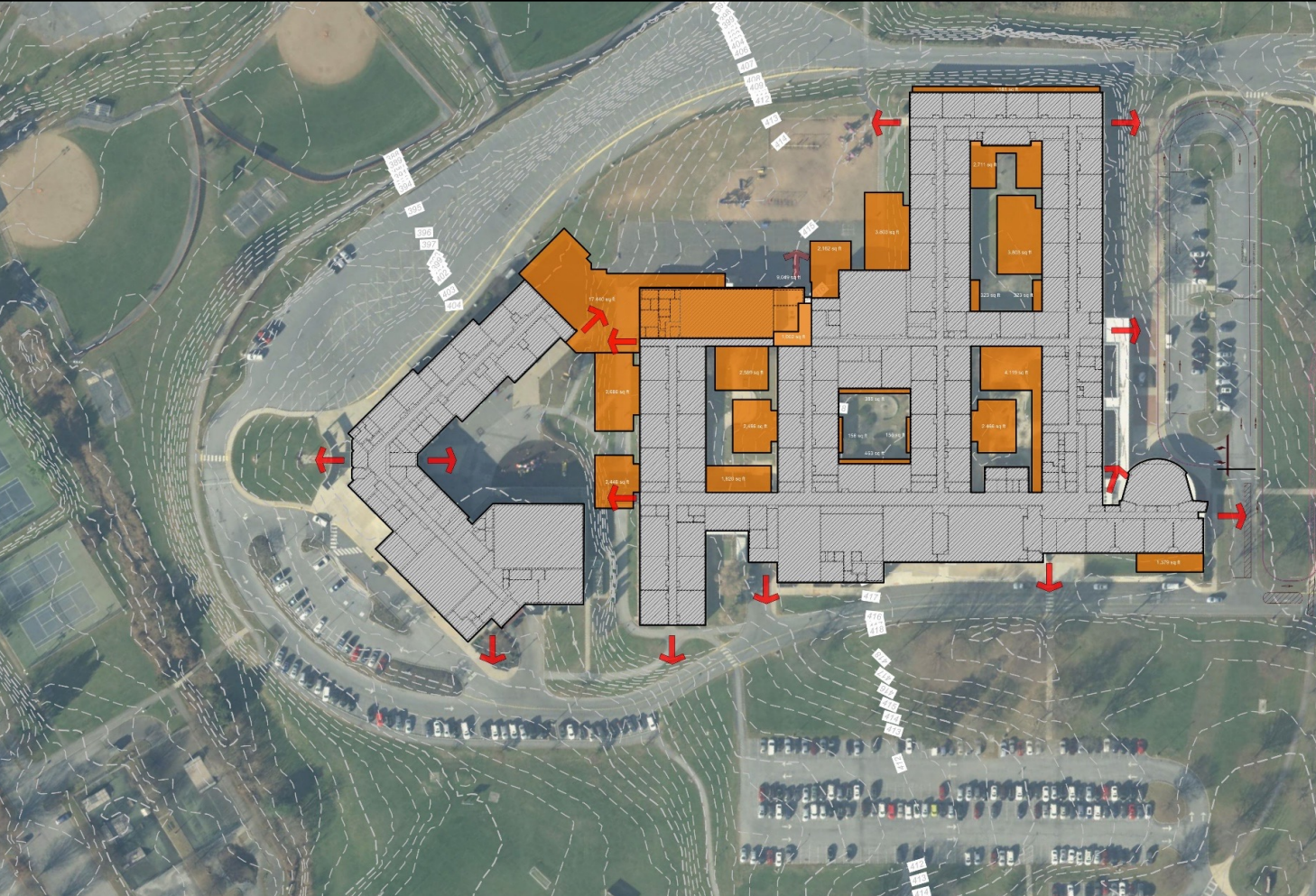
NOTE: Costs do not include site construction

Hershey Elementary School				
Scope of Work		Renovation & Additions		New Construction
Renovation Construction Costs	154,000 SF	\$ 30,030,000		\$ -
Additions Construction Costs	25,120 SF	\$ 9,420,000		\$ -
New Building Construction Costs	175,000 SF	\$ -		\$ 50,750,000
Building Demolition Costs				\$ 847,000
Escalation & Contingency		\$ 4,931,250		\$ 6,449,625
Subtotal Construction Costs		\$ 44,381,250		\$ 58,046,625
Construction Soft Costs	10.0%	\$ 4,438,125		\$ 5,804,663
Total Construction Costs		\$ 48,819,375		\$ 63,851,288
Project Soft Costs	16.0%	\$ 7,811,100		\$ 10,216,206
TOTAL PROJECT COSTS		\$ 56,630,475		\$ 74,067,494

Renovations and Additions approximately 76% of New Construction Costs

COST ESTIMATE ANALYSIS

Renovate or Replace?



2020/2022 Studies:

Proposed additions in courtyards:

- Premium costs for new additions on existing building
- Removes daylighting in existing classrooms
- Additions on perimeter of building would impact vehicular circulation

New construction solves building organization, educational program adjacencies, appropriately sized student collaboration spaces and efficiency of MEP systems



Proposed Additions

A top-down view of several people's hands and forearms reaching towards the center and stacking their hands on top of each other in a circular formation. The hands are of various skin tones. One person is wearing an orange button-down shirt, another a blue sweater, and another a black jacket. A black braided wristband is visible on one of the wrists. The background is a blurred indoor setting.

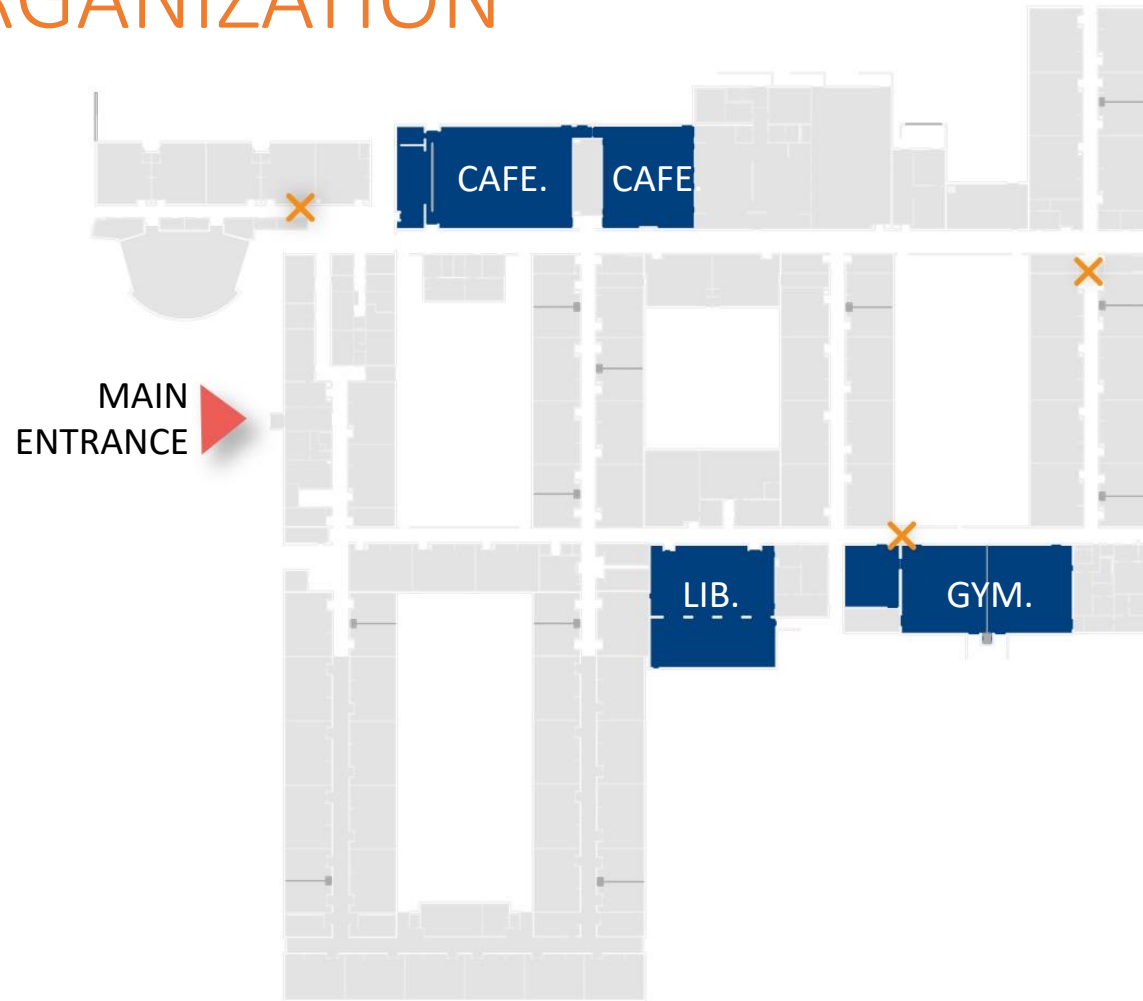
BUILDING ORGANIZATION

Distance and adjacencies of spaces

BUILDING ORGANIZATION

Planning Principles

1. Separate Assembly spaces (public) from Academic spaces (private)
2. Locate Assembly spaces (public) adjacent to Administration for supervision
3. Locate Assembly spaces (public) adjacent to Main Entrance for after-hours events
4. Lockdown Academic spaces for safety and supervision



BUILDING ORGANIZATION

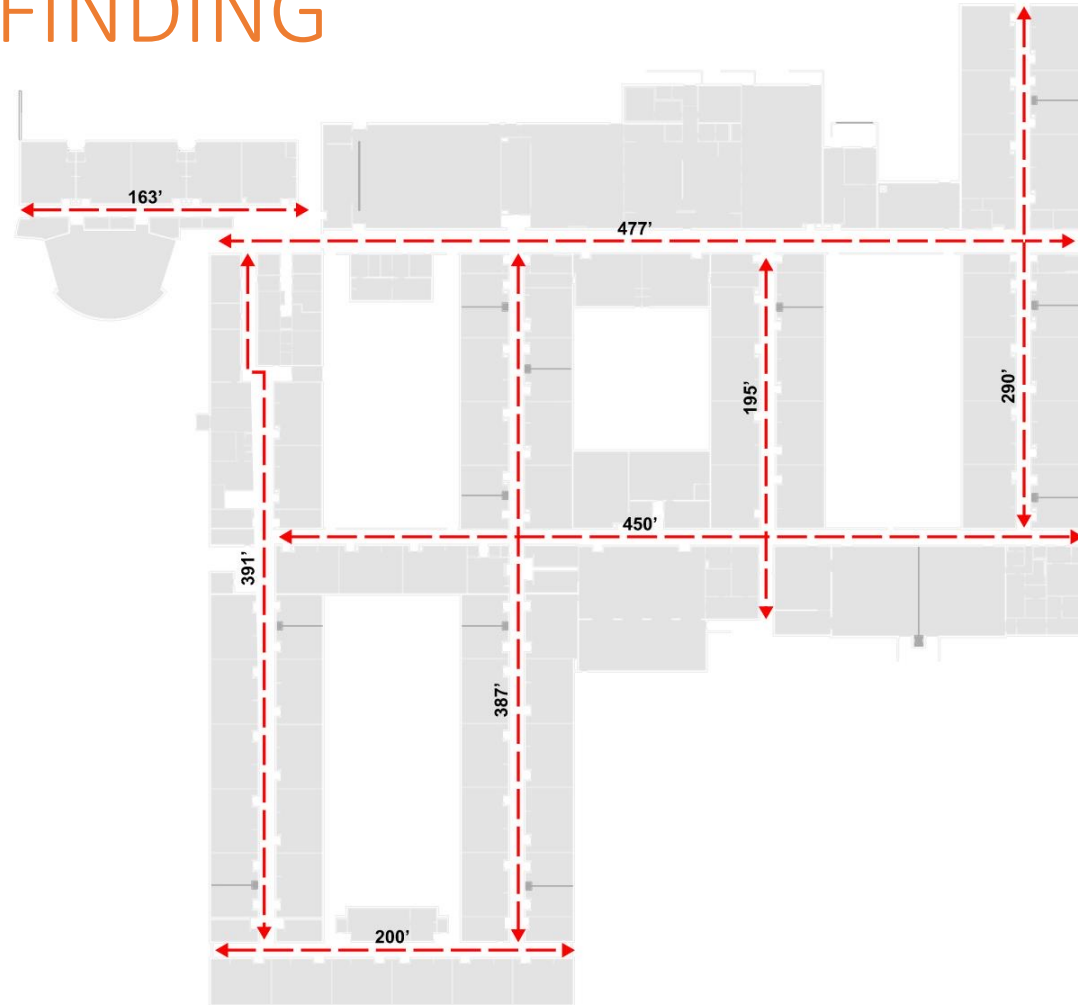
Planning Principles

1. Locate grade level classrooms in separate academic wings to promote collaboration, share resources and provide safety and supervision
2. Pair grade levels in their corresponding bands (K-1st, 2nd-3rd and 4th – 5th) to share resources and promote collaboration



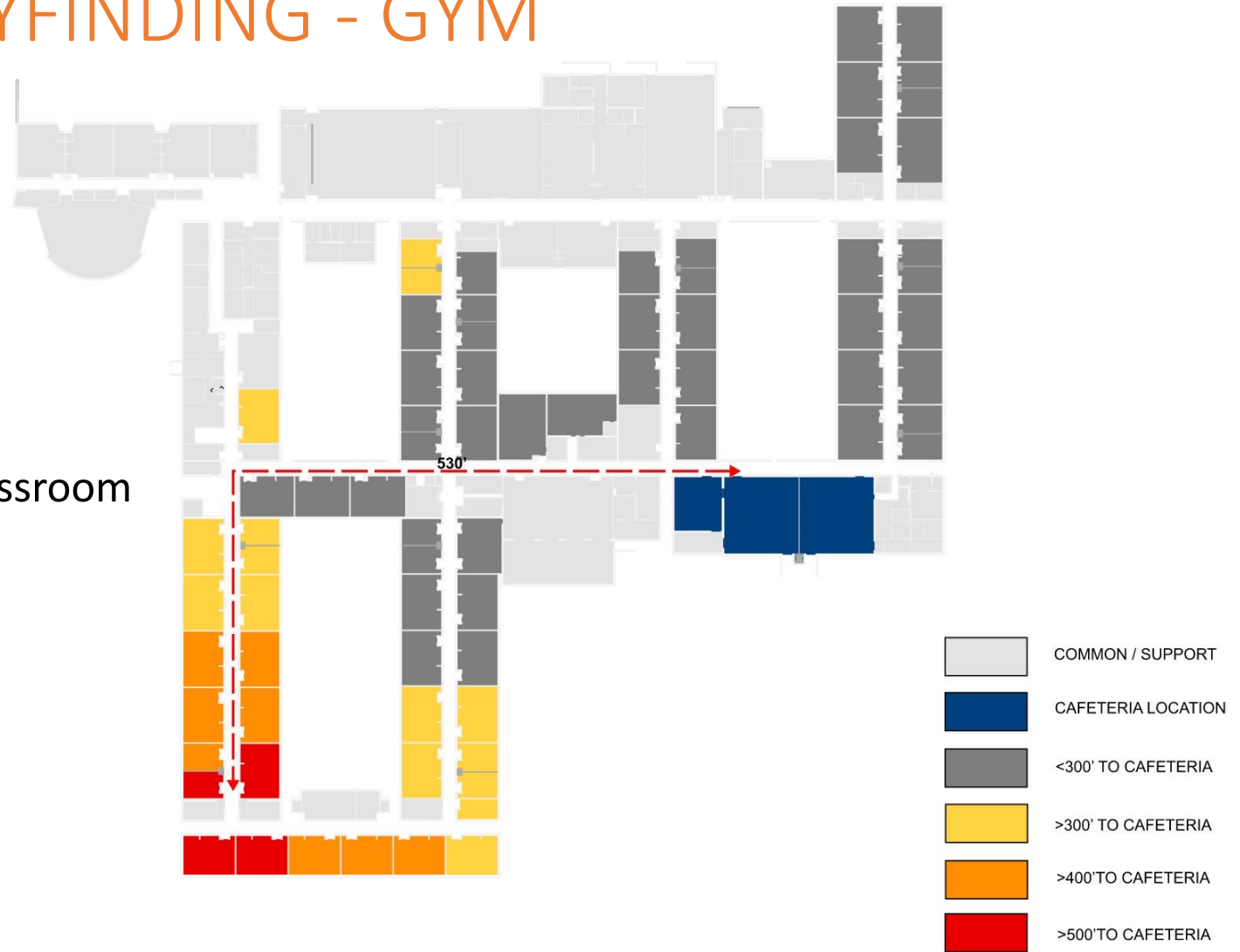
STUDENT WAYFINDING

Total length of
corridors = 2,541 feet

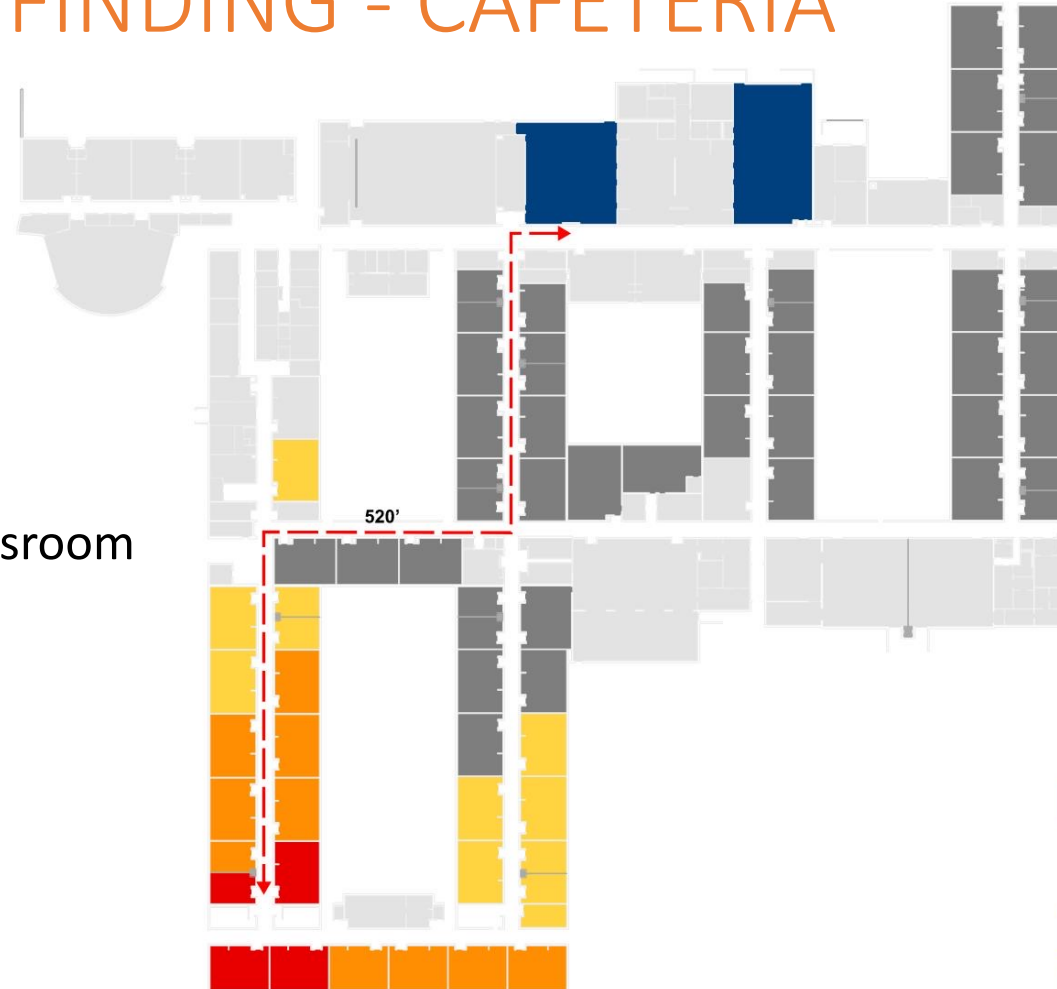


STUDENT WAYFINDING - GYM

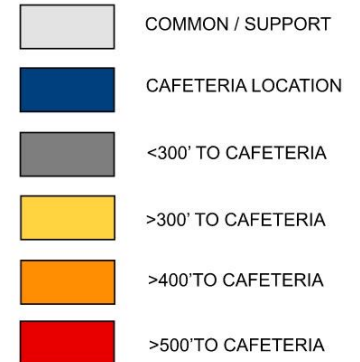
Longest distance from classroom
to Gymnasium = 530 feet



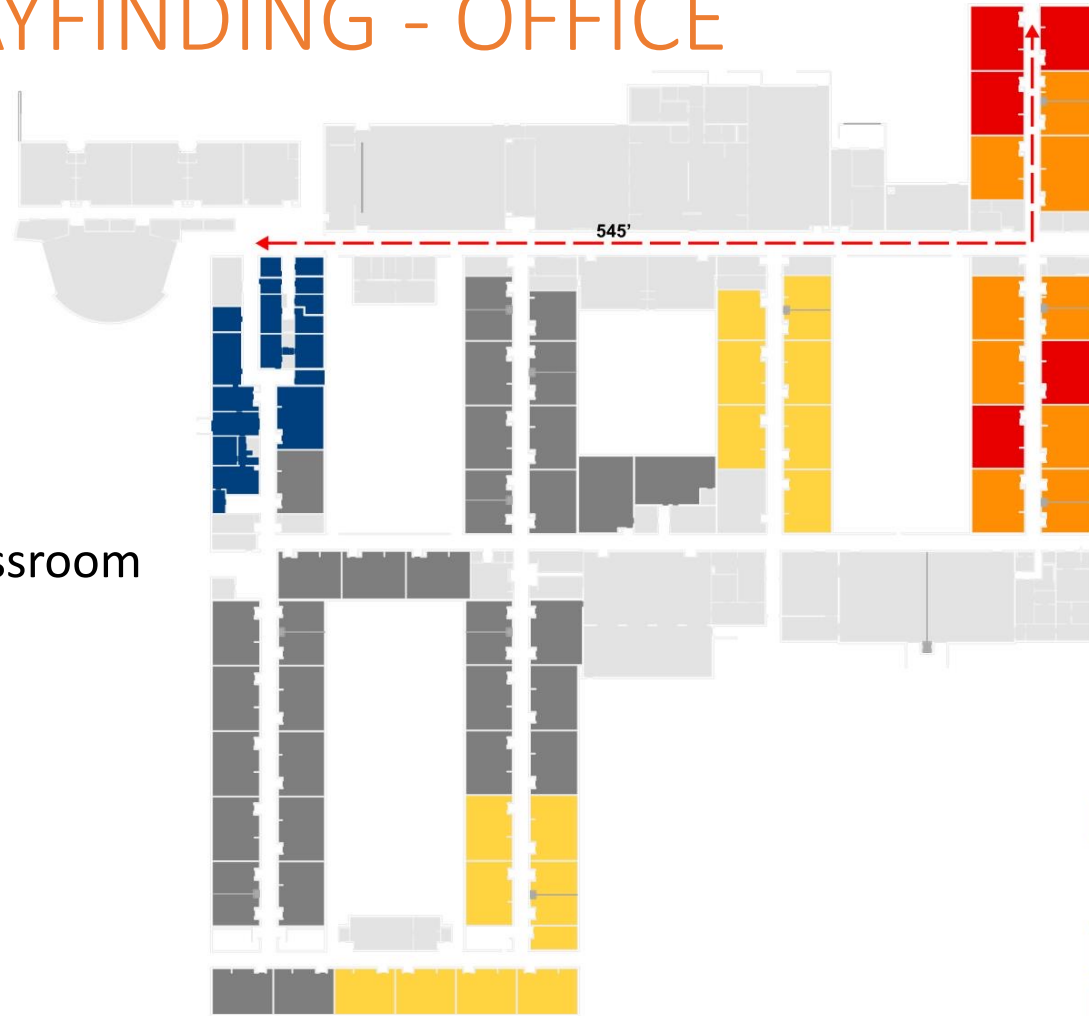
STUDENT WAYFINDING - CAFETERIA



Longest distance from classroom
to Cafeteria = 520 feet



STUDENT WAYFINDING - OFFICE



Longest distance from classroom
to the Office = 545 feet

STUDENT WAYFINDING



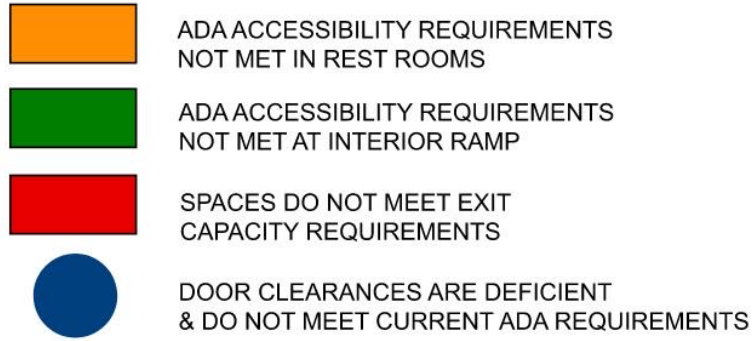
Long corridors without wayfinding and sense of place

A high-angle, top-down photograph of a group of people's hands and forearms stacked in a circle, creating a human pyramid. The individuals are wearing various colored clothing: an orange button-down shirt, a blue long-sleeved sweater, a tan jacket, and a black jacket. The background is a blurred indoor setting. A semi-transparent dark grey horizontal band is overlaid across the middle of the image, containing the main title and subtitle.

CODE COMPLIANCE

ADA and Building Code Deficiencies

ADA/CODE COMPLIANCE



ADA COMPLIANCE



Classroom doors do not have ADA latch-side clearances



Classroom sinks do not meet ADA accessibility

ADA COMPLIANCE



No accessible route to Gymnasium



Existing ramp does not meet ADA accessibility

A top-down view of several people's hands and forearms stacked together in a circle, symbolizing teamwork and collaboration. The hands are of various skin tones and are wearing different colored sleeves (orange, blue, beige, black). One person is wearing a black braided wristband. The background is a blurred indoor setting.

BUILDING SYSTEMS

Mechanical, Electrical and Plumbing

MECHANICAL, PLUMBING & ELECTRICAL SYSTEMS

Mechanical & Plumbing

1. Existing 2-pipe system does not allow for simultaneous heating and cooling
2. End of expected service life and recommended replacement:
 - Chiller
 - Cooling tower
 - Primary and secondary pumps
 - Air handling units
3. Close to the end of expected service life and recommend replacement in 12 years
 - Boilers
4. Plumbing fixtures have reached expected service life and replacement is recommended
5. Domestic water and sanitary sewer piping in need of replacement

- ## Electrical
1. End of expected service life and recommended replacement:
 - Switchboards
 - Emergency generator
 - Electrical distribution system
 - branch panelboards
 2. Lighting controls do not comply with current codes and recommend replacement
 3. Existing lighting is fluorescent light sources and recommend LED for significant energy savings
 4. Any expansion would require new fire alarm system due to age and availability of parts
 5. Clocks and intercom are original to the building and would require replacement

PLUMBING SYSTEMS



PLUMBING SYSTEMS





SITE ANALYSIS

Vehicle and pedestrian circulation

SITE ANALYSIS

EMPLOYEE PARKING
IN BUS AREA CAUSES
CIRCULATION ISSUES

GATE ACCESS FOR
BUSES ONLY

COMBINED CAR STACKING
FOR ES & ECC PARENT
PICK UP

HOMESTEAD RD

NO DEDICATED DROP OFF LANE.
DROP OFF BACKS UP INTO ECC
TRAFFIC

TRAFFIC CONTROL
NECESSARY IN THIS
AREA

GATE ACCESS FOR
BUSES ONLY

- STUDENT ENTRANCE
- PLAYGROUND AREA
- PARKING
- BUS DROP OFF PATH
- ELEMENTARY PARENT
DROP OFF PATH
- ECC PARENT
DROP OFF PATH



Questions?



Crabtree, Rohrbaugh & Associates
www.cra-architects.com

ABOUT OUR BUILDING TOUR



QUESTIONS OR FEEDBACK?

USE THE QR CODE BELOW TO SUBMIT COMMENTS, QUESTIONS AND FEEDBACK REGARDING OUR ELEMENTARY SCHOOL BUILDING PROJECT.

ALL QUESTIONS AND COMMENTS WILL BE COMPILED, AND RESPONSES WILL BE PROVIDED. PLEASE NOTE THAT ALL FEEDBACK AND INQUIRIES WILL BE PUBLICLY DISSEMINATED, WITH PERSONAL IDENTIFIERS OMITTED FOR PRIVACY.





Derry Township School District

Administrative Office • 30A East Granada Avenue • P.O. Box 898 • Hershey, PA 17033
Phone (717) 534-2501 • Fax (717) 533-4357 • www.hershey.k12.pa.us

To: Board of School Directors

From: Lindsey Schmidt, HHS Principal

Re: Student Club - Name Change Request

Date: October 13, 2023

On behalf of HHS student Noelle Brockman & Larkin Tweet and faculty advisor Angela Henning, I would like to present a modification to an existing HHS club to the Derry Township Board of School Directors.

- Change the current name of Learning Commons Council to ***Library Advisory Board***.
- The Learning Commons Council club does handle funds, so the name change will need to be reflected in the corresponding student activity account.

10/12/23

Dear School Board Members,

We are writing to request that the name of our club be changed from Learning Commons Council to the Library Advisory Board. Our club members voted on the new name because we feel it would be a better fit for our goals as a club. Thank you for your consideration.

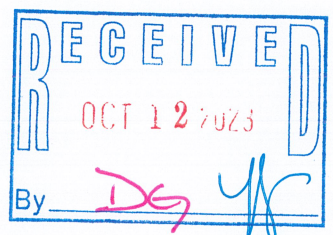
Sincerely,

Noelle Brockman & Larkin Tweet, Co-Presidents

Noelle Brockman *Larkin Tweet*

Angela Henning, Advisor

Angela Henning





BRIAN ESLICK

Sep 14, 2023

Hi Jeffrey,

Thank you for allowing me to perform for your group and provide entertainment that will be remembered for years to come. I'm happy to let you know I'm able to maintain the same cost as last year.

Please read and confirm all information in this agreement. It is very important to the events success that all the information is correct. If you should find any mistakes please contact me ASAP.

Please sign *online* now to reserve your date, retain a copy for yourself.

A deposit is due within 14 days to lock in your event. If you require more time for a deposit please let us know, we will be happy to work with you. Failure to make a deposit in a timely manner may result in your event not being put in the show calendar, and your date may be booked by an enteratinmnet agent.

We often book multiple events the same night to accommodate other schools, and are on a tight schedule. We really need and strive to start exactly on time.

Simply mail payment to:

Brian Eslick Enterprises LLC
139 Harris Ave.
Middlesex, NJ 08846

If you would like to pay online with debit-credit-check just let me know and I'll forward a link.

Please let me know if you have any questions.

Thank you again Jeffrey, I sincerely appreciate your business and I look forward to making your Senior event a huge success!

Brian Eslick

P.S. Your date is not booked into the calender until received, please do not delay!



Sep 14, 2023

HERSHEY HS
Jeffrey Mackneer
PO BOX 898
HERSHEY, PA 17033

Hi Jeffrey,

I would like to confirm the agreement between Brian Eslick Enterprises LLC and HERSHEY HS, to be known as sponsor hereafter. For the presentation of: A Brian Eslick Comedy Hypnosis Show on May, 21st 2024 at 7:00 PM range The performance location is 550 Homestead Rd Hershey, PA 17033.

As compensation for the performance, HERSHEY HS agrees to pay Brian Eslick Enterprises LLC the total sum of \$1,200. to be divided as follows:

A deposit in the amount of \$600. to be paid with the signed agreement to secure the above date. The remaining balance is due immediately prior to performance.

We provide sound system and microphone for our exclusive use.

Venue to provide:

1. 11-15 chairs
2. A 20' X 10' performing area is requested.

If for any reason beyond our control Brian eslick is delayed or unable to appear or the venue is unable to host the event due to but not limited to: (such as COVID, Closure, State of Emergency, Weather etc.) and a change of date or substitution cannot be agreed upon, then this agreement shall be cancelled with no further obligation by either party. In this case, any prepaid money will be applied to a future event, no refunds will be given. Brian eslick is a paid presenter and is not an employee or volunteer. Brian Eslick Enterprises LLC is not responsible for any workman's comp insurance the sponsor may liable for. Required security and background checks to be paid by sponsor.

As agreed:

Brian Eslick

as agreed Signature:

Brian Eslick Enterprises LLC
139 Harris Ave
Middlesex, NJ 08846 US
(800) 564-8815
briandeaneslick@gmail.com

Invoice



BRIAN ESLICK

BILL TO

Hershey H.S.
PO Box 898
Hershey, PA 17033

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1772	09/14/2023	\$1,200.00	05/21/2024	Due Event Date	

ACTIVITY	QTY	RATE	AMOUNT
HYPSR Comedy Hypnosis Show	1	1,200.00	1,200.00

Tax ID: 26-4342934

BALANCE DUE

\$1,200.00



SentinelOne Quote

Derry Township School District

Phil Ayala
payala@hershey.k12.pa.us

Date: 9/25/2023
Valid Until: 10/25/2023

Description of Services Provided	License Price	Quantity	Line Total
SentinelOne WORKSTATION Licenses: Year 1: Sept 1, 2023 – June 30, 2024	\$ 18.00	175	\$ 3,150.00
SentinelOne SERVER Licenses: Year 1: Sept 1, 2023 – June 30, 2024	\$ 35.00	40	\$ 1,400.00
All-Inclusive Licenses Include: Onboarding and Implementation S1 Complete Protection Platform (EPP + EDR) S1 Ranger Protection Platform S1 Vigilance Respond (24x7 MDR) S1 Singularity XDR Platform			
Year 1: 2023-24 Servers Discount (FOR YEAR 1 ONLY)			\$ (1,400.00)
*Year 2: 2024-25 Cost = \$4,550.00			\$ -
*Year 3: 2025-26 Cost = \$4,550.00			\$ -
Year One Total Cost:			\$ 3,150.00

Terms

1. The term of commitment for this service runs through June 30, 2026, and will be billed annually.
2. Extensions and renewals will occur during the annual budget process. License and server counts may be increased anytime, but they cannot be reduced to receive the state discounted price.
3. Districts will be invoiced annually for SentinelOne licenses. *Periodic audits will be conducted (minimally, at the end of each school year), and districts will be alerted and invoiced accordingly.
4. Once the signed quote is received, a timeline for implementation will be established.
5. By signing this quote and/or submitting a valid Purchase Order referencing the Quote herein, the Capital Area Intermediate Unit represents that the Customer hereby agrees that this Quote and the MSA or the Agreement between Customer and SentinelOne are the complete, final and exclusive terms and conditions governing Customer's license and/or use of the Solutions and supersede any other agreement/purported terms of any type, including without limitation, the terms of any Purchase Order or similar ordering document not signed by SentinelOne, and regardless of any statement in such other document to the contrary. Terms and conditions governed by the terms and conditions found here:
<https://www.sentinelone.com/legal/master-subscription-agreement/>.

Special Notes and Instructions

Once signed, please email this document to the address provided.

To accept this quote, sign here:

Signature: _____

Print Name: Terence A. Singer

Date: November 6, 2023

CAIU Contact: John Hendrickson (jhendrickson@caiu.org or 717-732-8475)

***CENTRAL SUSQUEHANNA INTERMEDIATE UNIT
AGREEMENT FOR SUBSCRIPTION TO HOSTED
SOFTWARE SERVICES***

EFFECTIVE DATE:
_____, 20xx

RETURN ONE EXECUTED COPY OF THIS AGREEMENT TO:

Central Susquehanna Intermediate Unit
Attention: Marly Artley
Technology Group Director's Office
90 Lawton Lane
Milton, PA 17847

AGREEMENT FOR SUBSCRIPTION TO HOSTED SOFTWARE SERVICES

THE BACKGROUND OF THIS CONTRACT IS AS FOLLOWS:

- I. CENTRAL SUSQUEHANNA INTERMEDIATE UNIT (Intermediate Unit No. 16), (referred to throughout this Agreement as "CSIU"), is an intermediate unit established by and existing under Chapter 11 of the Public School Code of 1949, as amended, 24 P.S. §§9-951 et seq., with its principal place of business located at 90 Lawton Lane in the Borough of Milton, Northumberland County, Pennsylvania and having as its mailing address 90 Lawton Lane, Milton, Pennsylvania 17847.
- II. Derry Township School District, referred to throughout this Agreement as "SUBSCRIBER" is a Local Education Agency organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business at 30 East Granada Ave., Hershey, Pennsylvania 17033.
- III. The Technology Group of the CSIU develops and resells certain software programs and services.
- IV. CSIU and SUBSCRIBER desire to enter into an agreement for the providing of such services to SUBSCRIBER by CSIU.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS EXPRESSED BELOW, AND INTENDING TO BE LEGALLY BOUND, CSIU AND SUBSCRIBER AGREE THAT:

1. **Effective Date**. This Agreement shall take effect on _____, 20xx

irrespective of the actual date of its execution and shall supersede any other Agreement between the parties for the designated services.

- 1.1 This agreement shall remain in effect indefinitely unless either party notifies the other party, on or before April 1 of any fiscal year, of its intent to terminate it effective at the close of business on the following June 30 or exercises any other right of termination set forth in this Agreement.

2. **Software Services.** The CSIU Technology Group will provide to SUBSCRIBER the services selected on Exhibit 1.

- 2.1. With respect to each selected application, CSIU will afford SUBSCRIBER access to and use of the software generally available to clients as developed and maintained or resold for its Pennsylvania public education clients.
- 2.2. Reasonable efforts will be made to provide upgrades to hardware, and operating systems, when deemed necessary, in its sole discretion, to provide SUBSCRIBER with optimal performance and reliability.
- 2.3. CSIU will provide timely software updates and notifications of enhancements contained within those updates. Updates will be performed during non-peak hours.
- 2.4. From time to time, CSIU will need to respond to a critical situation by applying a hotfix for all clients which may need to be done during business hours.

3. **Access and Use of Software.** CSIU shall allow SUBSCRIBER access to its computer network as well as the use of such software as is available for that computer network, written by or licensed to the CSIU Technology Group.

4. **Support.** CSIU shall provide reasonable support and training to SUBSCRIBER's staff in the use of CSIU's software as specified in Exhibit 1.

- 4.1. Telephone and email support will be provided during CSIU Technology Group office hours (8:00 A.M. – 4:00 P.M.) Monday through Friday, excluding CSIU holidays.
5. **Compensation.** SUBSCRIBER shall compensate CSIU in accordance with the rate schedule for the applications selected by SUBSCRIBER from the software service schedule (Exhibit 1) presented by CSIU.
6. **Workstations.** SUBSCRIBER shall be responsible for the acquisition and installation of workstations necessary for the full utilization of services provided to it by CSIU under this Agreement.
7. **Confidentiality and Information Security.** In the process of responding to a request from the client to investigate a possible malfunction of the software or a data problem, there may be a need for employees or agents of CSIU to review the client's data. CSIU acknowledges that the contents of the data files of the SUBSCRIBER are confidential and that it is bound to maintain the confidentiality of that data except to the extent that it cannot be maintained due to the nature of the client's request for support.
- 7.1. CSIU also covenants to adhere to its Information Security Specifications as set forth from time to time on the CSIU On-line Support Center web page.
- 7.2. In the event of a data breach or compromise, CSIU will notify clients in accordance with any CSIU Data Security Policy and applicable state/federal laws in place at the time.
8. **Ownership.** CSIU shall at all times remain the owner of the software applications or the license for software applications used to provide the services contemplated by this Agreement.
- 8.1. SUBSCRIBER, by executing this Agreement, acknowledges the

title of CSIU to the software applications and covenants not to dispute that title.

8.2. SUBSCRIBER shall not in any manner represent to any other party that has any rights to the services and software applications except those expressly provided in this Agreement.

8.3. Any disclosure of the information contained in those programs, systems, or form designs is prohibited.

9. **Taxes.** The SUBSCRIBER shall pay all sales taxes, use taxes, excise taxes, or similar charges relating to the applications.

10. **Limitation of Liability.** CSIU's sole liability if the services provided under this Agreement cannot be made satisfactory is that SUBSCRIBER shall have the option to terminate this Agreement.

10.1. CSIU shall not be liable for any costs, lost revenues, or any other damage to SUBSCRIBER with respect to any matter covered by this Agreement.

10.2. IN NO EVENT WILL CSIU BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES TO SUBSCRIBER OR ANY OTHER PARTY, EVEN IF CSIU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3. SUBSCRIBER'S REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE OF ALL OTHER REMEDIES AT LAW OR IN EQUITY.

10.4. CSIU shall not be liable to SUBSCRIBER or any other party for performance, nonperformance, or defect in performance of the services, which are the subject of this Agreement or for any representations and warranties made by SUBSCRIBER or any other party in connection with this Agreement.

10.4.1. CSIU does not warrant that the services covered by this Agreement will meet all of the SUBSCRIBER's requirements or that the operation of its software will be error-free.

11. **Indemnification.** Each party shall hold the other party, its employees,

agents, and representatives harmless from and against, and shall indemnify the other party, its employees, agents, and representatives for any liability, loss, expenses, suits, claims, damages, judgments, demands, and reasonable attorney's fees, whatsoever, asserted by any person or business or other entity, resulting directly or indirectly, from any alleged breach of this Agreement by that party or any of its employees or agents, or resulting directly or indirectly from that party's alleged unlawful or actionable conduct in the course of its business activities or based upon any alleged or actual infringement of any federal copyright or patent by that party. Both parties acknowledge that they are governmental units subject to the immunities and limitations of liability provided by the Political Subdivision Tort Claims Act (hereafter the "Act") and that, in the event of a claim or suit, they are entitled to the full protections of the Act.

12. **Limitation of Use.** With respect to the services provided by CSIU pursuant to this Agreement, SUBSCRIBER shall not afford access to them to any third person or entity.
13. **Assignment.** SUBSCRIBER shall not, without the written consent of CSIU, assign, sell, lease, loan, or share the software services with any third party.
 - 13.1. CSIU shall not unreasonably withhold its consent to assignment of this Agreement to any successor in interest to SUBSCRIBER.
14. **Assignment by CSIU.** The interest of CSIU under this Agreement may

be assigned or transferred by it without prior notice to SUBSCRIBER.

14.1. In the event of such assignment or transfer by CSIU, its transferee shall have the full benefit of this Agreement.

14.2. In the event of such an assignment, CSIU shall notify SUBSCRIBER in writing within 30 days. Upon notice, Subscriber may elect to terminate this Agreement.

15. **Default.** The following shall constitute acts of default by SUBSCRIBER under this Agreement.

15.1. Failure to make any payment required by the Agreement.

15.2. Failure to perform or adhere to any other covenant or provision of this Agreement

15.3. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not affect the right of such party thereafter to enforce same nor shall the waiver of any breach of any of the provisions be construed as a waiver of any subsequent default of same or similar nature, nor shall it be construed as a waiver of strict performance of any other provisions.

16. **Cure of Default.** Any such failure or failure to adhere shall not constitute an event of default under this Agreement if

16.1. SUBSCRIBER cures any such breach or failure, as to a monetary default, within ten (10) days of receipt of written notice by CSIU, or

16.2. as to a non-monetary default, if such breach or default is cured within one (1) month after receipt of written notice from CSIU.

16.3. In the event of such non-monetary default, if such cure cannot be reasonably completed within such one-month period, such breach or default shall be deemed to be cured if SUBSCRIBER commences such cure within such one- month period and proceeds with diligence towards the conclusion of such cure.

17. **Remedies on Default.** In the event of a default by SUBSCRIBER, which is not cured, CSIU may, at its option do any of the following:

17.1. Terminate the contract.

17.2. Demand payment of all amounts and monies then due and owing.

18. **Exercise of Remedies.** All remedies of CSIU under this Agreement are cumulative and may, to the extent permitted by law, be exercised concurrently or separately.

18.1. The exercise of any one remedy shall not be deemed to be an election of that remedy or to preclude the exercise of any other remedy.

18.2. No failure on the part of CSIU to exercise and no delay in exercising any right or remedy under this Agreement shall operate as a waiver of that remedy.

19. **Entire Written Agreement.** CSIU HAS MADE NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, CONCERNING THE SOFTWARE SERVICES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

19.1. This document represents the entire Agreement between CSIU and SUBSCRIBER for the specific services covered by this Agreement and all prior conversations, agreements, or representations relating to this Agreement are deemed to have been integrated into it.

20. **Arbitration.** In the event that any dispute should arise between the parties regarding the meaning or effect of this Agreement, which dispute cannot be resolved by the parties, they each shall appoint an arbitrator and a third arbitrator shall be appointed by the first two.

20.1. Proceedings under this paragraph may be initiated by either party informing the other in writing of the necessity for arbitration and the subject matter of the arbitration.

20.2. The parties shall select the first two arbitrators within forty-five (45) days after such notice has been sent.

- 20.3. The panel of two arbitrators shall select the third arbitrator within thirty (30) days has been sent.
- 20.4. Proceedings under this paragraph shall be commenced and pursued as expeditiously as possible.
- 20.5. The parties shall compensate the arbitrators selected by them. All other costs of the arbitration, including the fee of the third arbitrator, shall be borne equally.
- 20.6. All proceedings or the enforceability of any award and all other matters pertaining to the arbitration shall be governed by the Uniform Arbitration Act in force in Pennsylvania or any applicable succeeding legislation.
21. **Amendments**. No amendment to this Agreement shall be binding on either party unless it be in a writing signed by both parties, which writing makes specific reference to this Agreement.
22. **Best Efforts**. CSIU will use its best efforts to assure reliability and security of its services.
- 22.1. However, CSIU will not be responsible for work delayed or invalidated because of computer problems, telecommunication problems, software problems, system failures, or similar problems beyond the control of CSIU.
23. **Notices**. All notices required by this Agreement shall be delivered by certified mail to the parties at the addresses referred to in the Background of this Agreement.
24. **Governing Law**. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.
25. **Survival of Agreement**. This Agreement shall be binding on and inure to the benefit of the successors and assigns of both parties.
- 25.1. The obligations of SUBSCRIBER with respect to non-disclosure

set forth in this Agreement shall remain binding on
SUBSCRIBER even after termination of use of the license or
termination of this Agreement.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused
their hands and seals to be affixed this _____ day of _____, 20____.

Witness:

CENTRAL SUSQUEHANNA
INTERMEDIATE UNIT

Marly Artley

Dr. John Kurelja

Print Name Above:

By _____

Print Name Above:

Date: _____

Executive Director
Title: _____

Witness:

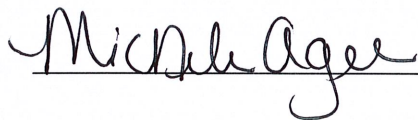
Derry Township School District

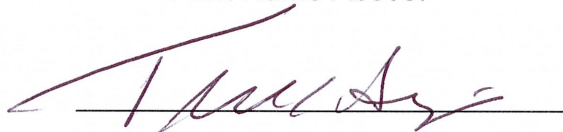
Michele Agee

By Terence A. Singer

Print Name Above:

Print Name Above:





Date: November 6, 2023

Title: School Board President

1685 West Main Street
Ephrata, PA 17522
www.elitecoach.com



(717) 733-7710
(800) 722-6206
Fax: (717) 733-7133

Hershey High School/Stuckey
Shari Taylor-Stuckey
PO Box 898 Homestead Rd
Hershey, PA 17033

Group Name:
Phone: 717-265-4271-c Ext:
Fax:

Charter Confirmation # 184210

Date Booked: 10/6/2023
Date Printed: Friday, October 6, 2023
Salesperson: Tracy Witmer
Email: tracy@elitecoach.com

		Time	Date	# Coaches	Type	Seats
Depart	Hershey High School 550 Homestead Rd Hershey, PA	08:00 am	12/04/23	3	56 Passenger	168
		Note: buses arrive 7:30 am				
Dropoff	Holocaust Memorial Museum 100 Raoul Wallenberg Place SW Washington, DC		12/04/23	3	56 Passenger	168
Depart	Holocaust Memorial Museum 100 Raoul Wallenberg Place SW Washington, DC	03:15 pm	12/04/23	3	56 Passenger	168
Dropoff	Hershey High School 550 Homestead Rd Hershey, PA	08:00 pm	12/04/23	3	56 Passenger	168

**These times and charges are based on information received at the time of booking.
They are subject to change in accordance with your actual itinerary.**

Cost of Charter: \$ 7,035.00
Fuel Surcharge: \$ 0.00 See attachment for fuel surcharge schedule.
Balance of \$ 7,035.00 is due: November 10, 2023

Special Instructions:

^56 passenger: \$2345 per coach

Driver gratuity is included.
Contact: Shari Stuckey 717-265-4271

If there is time, the group would like to stop at the WWII
Memorial on the way to the museum to use the restrooms and
walk through the Memorial.

There will be a fast food stop at TBD along the route on the
way home.

****** SMOKING AND ALCOHOL PROHIBITED ONBOARD COACH ******

Cancellation Charge: Cancellations made at least 30 days prior to departure will be refunded in full. 15-29 days prior to departure will be charged the deposit amount. 0-14 days prior to departure will be charged 70% of the final price. Charter is subject to cancellation if payments are not received by due dates. Adherence to scheduled times is often subject to matters beyond our control. Elite Coach will not be held responsible for any delays in service or any items left on the coach. Elite Coach reserves the right to add or adjust the fuel surcharge based on fuel prices prior to the date of service. See Attachment. This contract is assumed to be made at Elite Coach, Ephrata, PA. All legal fees and costs incurred in the recovery of any unpaid charges will be borne by you the customer. A signed contract and deposit will confirm your reservation and acknowledge your acceptance of this agreement as well as receipt of and agreement with all terms stated in Attachment A.

Signature

Date November 6, 2023



100 Hotel Road • Hershey, PA • 17033
The Hotel Hershey Main Number • (717) 533-2171
Catering and Conference Services Office Fax • (717) 520-5889

SOCIAL EVENTS AGREEMENT

#7916588

Property Name:	THE HOTEL HERSEY		
Contact Name:	Jeffrey Mackneer		
Address:	Derry Township School District		
	Hershey, PA 17033		
Phone/Fax:	717.531.2244 ext 1235	Fax:	
Email Address:	jmackneer@hershey.k12.pa.us		

Event Type:	HERSHEY HIGH SCHOOL PROM		
Event Date:	Friday, May 17, 2024		
Booked Date:	Wednesday, May 17, 2023	Definite Date:	November 8, 2023
Cancellation Date:			
Revisions:			

I. SERVICES

Hershey Entertainment & Resorts Company, a Pennsylvania corporation with a principal place of business at 27 W. Chocolate Avenue, Hershey, Pennsylvania 17033 ("HE&R") agrees to provide the services set forth in this Agreement (the "Services") to **HERSHEY HIGH SCHOOL PROM** ("Client") subject to the terms and conditions set forth in this Agreement and any applicable Schedule(s). Certain schedules may include additional terms and conditions applicable to specific Services (each a "Schedule"). Schedules shall reference this Agreement, shall be initialed by Client and shall form a part of this Agreement. In the event of a conflict between the provisions of this Agreement and the specific provisions in a Schedule, the provisions in the Schedule shall control.

A. FUNCTION SPACE REQUIREMENT

1. Event Details:

Date	Time	Function	Room	Setup	AGR	Rental
Fri, 05/17/24	3:00 PM - 6:30 PM	Setup	Garden Terrace Ballroom	Rounds of 10		
Fri, 05/17/24	5:00 PM - 7:00 PM	Photos	Formal Gardens West	Existing Setup		
Fri, 05/17/24	5:00 PM - 7:00 PM	Photos	On Property Event	Existing Setup		
Fri, 05/17/24	5:00 PM - 7:00 PM	Photos	Fountain Lobby	Existing Setup		
Fri, 05/17/24	5:00 PM - 9:00 PM	Occupied	Garden Terrace Lounge	Other		
Fri, 05/17/24	6:30 PM - 11:59 PM	Dinner	Starlight Terrace	Rounds of 10	60	
Fri, 05/17/24	6:30 PM - 11:59 PM	Dinner Dance	Garden Terrace Ballroom	Rounds of 10	200	
Fri, 05/17/24	8:00 PM - 11:59 PM	Activities	Garden Terrace Lounge	Other	250	

Minimum Attendance: Client is required to have a minimum of 280 attendees at the Event ("Minimum Attendance"). If Client's actual attendance is below the Minimum Attendance, Client will be responsible for attrition fees as set forth in Section C below.

Extended Event: Events shall not exceed the block of time set forth in Paragraph 1 above. Any Event extending beyond the designated end-time shall incur a \$250.00 per hour Extended Event service fee.

Entertainment Services: All entertainment must be pre-approved in writing by HE&R prior to the Event Date. Fireworks, sparklers, firecrackers, and pyrotechnics of any kinds are not permitted on any HE&R property.

Location: Client agrees to abide by the terms and conditions outlined in the Event Property Schedule, which is attached hereto and incorporated herein by reference. Please note that there may be other events (including wedding ceremonies or receptions) occurring at the same time as Client's Event.

Additional Terms:

- a) Gift Bags: HE&R charges a \$3.00 fee per gift bag if delivered to guest room or provided to guests at the front desk.

B. FOOD AND BEVERAGE

1. **Food & Beverage Requirements:** HE&R and Client will enter into a separate Banquet Event Order ("BEO") detailing the food and beverage requirements for the Event. Nothing in the BEO shall be considered to modify this Agreement.
2. **Anticipated Food & Beverage Revenue:** As of the date of this Agreement, Client's anticipated food and beverage revenue is **\$15,400.00**, plus applicable taxes ("AFB Revenue").
3. **No Outside Food:** Neither Client nor its attendees may bring outside food and/or beverage of any kind into the Event. Because of health, safety, and licensing restrictions, HE&R does not allow for third-party food vendors or for left-over food items to be removed from the venue.
4. **Additional Terms:**
 - a) Meal Guarantees: Client is required to provide HE&R with a guaranteed number of meals ("Meal Guarantee") at least three (3) business days in advance of the Event. HE&R may require advance payment of the Meal Guarantee in the amount of **\$55.00** per person ("Advance Payment"). Alcoholic beverage purchases are not included in the Advance Payment.
 - b) Cake Cutting: HE&R charges a \$2.50 Cake Cutting fee for cakes purchased through an outside vendor. If the cake is purchased through the Hershey Social Events Pastry Shop, the starting price is \$8.00 per person.
 - c) Plated Meals Surcharge: The following surcharges apply to plated entrées.
 - i. Two (2) entrees with counts provided 72 hours in advance - \$3.00/person
 - ii. Three (3) entrees with counts provided 72 hours in advance - \$5.00/person
 - iii. Two (2) or Three (3) entrees with order placed at event - \$8.00/person
 - d) Pricing Changes: Food and beverage pricing is subject to change prior to the Event Date. HE&R will make every reasonable effort to notify Client of any such changes as soon as reasonably practicable after any such pricing change.
5. **Taxes and Additional Fees:** All food and beverage Services are subject to a 20% Service Charge, which will be comprised of the following:
 - a) 5.5% for the administration of the Banquet Services set forth herein;
 - b) 14.5% gratuity for food and beverage Services provided by tipped employees of HE&R working the Event.

Applicable Pennsylvania sales taxes and fees will be charged to **HERSHEY HIGH SCHOOL PROM**.

The percentage gratuity referenced above is agreed to by HERSHEY HIGH SCHOOL PROM. HERSHEY HIGH SCHOOL PROM may increase the gratuity to HE&R tipped employees servicing the Event at HERSHEY HIGH SCHOOL PROM's discretion and upon notification to HE&R.

C. CANCELLATION AND ATTRITION

1. **Attrition:** If Client does not meet its Minimum Attendance requirements, Client agrees to pay the difference between Client's actual food and beverage revenue and 80% of the AFB Revenue set forth in Section B above.

2. **Cancellation:** Cancellation by Client will be subject to the following cancellation fees, plus applicable taxes and service charges:

Duration Prior to Event Date	Cancellation Fee (Percentage of Anticipated Food, Beverage, and Meeting Space Revenue)
0-90 Days	Forfeit Deposit, plus 85% combined AFS Revenue and AFB Revenue
91-180 Days	Forfeit Deposit, plus 70% combined AFS Revenue and AFB Revenue
181-365 Days	Forfeit Deposit, plus 50% combined AFS Revenue and AFB Revenue
366 Days or more	Forfeit Deposit, plus 25% combined AFS Revenue and AFB Revenue

3. **Postponement:** Postponement occurring between 0 – 365 days prior to Event will result in a forfeiture of the Deposit. Client will be required to enter into a new Social Events Agreement and pay a new non-refundable Deposit for the rescheduled Event.
4. **Liquidated Damages:** Parties agree that in the event of cancellation, postponement or attrition, it will be difficult for HE&R to determine the full scope of its damages. As such, parties agree that the above cancellation and postponement fees and attrition fees represents a reasonable effort on behalf of HE&R to establish its loss prospectively, and shall be due as liquidated damages. HE&R will charge all cancellation and attrition fees, plus applicable taxes and service charges, to Client's Master Account.

II. PAYMENT

1. **Master Account:** Function space fees, food and beverage charges, and applicable cancellation, postponement and attrition fees, along with any other charges requested by an authorized representative of Client will be billed to the Master Account. The Master Account must be prepaid by Client at least three (3) business days prior to the Event.
2. **Tax Exemption Status:** HE&R will charge exempt organizations applicable Sales Tax unless Client provides HE&R with a valid certificate expressly exempting the PA Sales Tax. Copies of the appropriate exemption certificate(s) must be forward to HE&R prior to the Event Date.
3. **Payment Method:** Deposit and Master Account to be paid by:
- ☐ **Check.** Check payment **due no later than three days in advance** of Client's Event Date in the amount of \$_____ (the total estimate charges for Services as set forth in this Agreement). Made payable to "Hershey Entertainment & Resorts Company" and remit to 27 W. Chocolate Ave., Hershey, PA 17033, Attn: Accounts Receivable.
- ☐ **Credit Card.** Complete Credit Card Authorization authorizing HE&R to charge the credit card by the Event Date. A 5% service fee will be charged if a change is requested after the original charge(s) have been processed.
- ☐ **Cash.** Cash payment **due no later than three days in advance** of Client's Event Date in the amount of \$_____ (the total estimate charges for Services as set forth in this Agreement).
4. **Past Due Accounts:** All charges not paid by the applicable due date will be considered past due. **HERSHEY HIGH SCHOOL PROM** agrees to pay interest on past due accounts, which shall accrue at the rate of 1.5% per month, from the date on which payment was due until paid. If action is necessary to enforce collection, **HERSHEY HIGH SCHOOL PROM** shall pay costs of collection, including reasonable attorneys' fees.
5. **Additional Charges:** Client must have a credit card on file for any additional charges and/or any balance for Services incurred during the Event. Additional charges may also include the reasonable cost to repair or replace any property damaged or destroyed by Client or attendees of the Event.

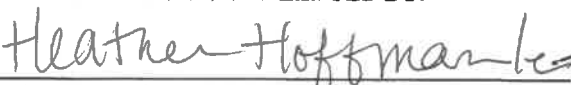
III. GENERAL PROVISIONS

1. **Non-Smoking:** HE&R properties are designated as a non-smoking environment.
2. **Vendor Policy:** Client may utilize outside vendors in connection with its Event, provided that such vendors are approved in writing by HE&R prior to the Arrival Date. Except as otherwise set forth in this Agreement, outside vendors may include, but are not limited to, entertainment services, audio/visual production companies (subject to additional fees) and decorating companies. Notwithstanding the forgoing, outside caterers, rigging companies, and security personnel are not permitted. All food and beverage must be purchased through HE&R, and all security and rigging needs must be coordinate through HE&R.
3. **Rigging:** If applicable all rigging for Client's Event must be provided by HE&R's designated rigging company ("Rigging Company"). All rigging plots and designs must be approved by HE&R and Rigging Company.
4. **Trademarks:** Nothing in this Agreement shall be construed as to permit or authorize Client to use at or in connection with Client's Event, any material containing any symbol, trademarks, trade name, or trade dress owned or licensed by HE&R ("HERSHEY Trademarks") without HE&R's prior written approval.
5. **Alcohol Service:** Client understands and agrees that any guests under 21 years of age will not be served and will not be permitted to consume any alcoholic beverages. All guests requesting or being served alcohol beverages at the Event should be prepared to show HOTEL a valid photo ID upon request.
6. **Drones:** The use of flying of drones or other unmanned or remote-controlled devices are prohibited on or above HE&R Property. Client will defend, indemnify and hold HE&R harmless from any claims arising from unauthorized use of drones in violation of this provision.
7. **Pyrotechnics:** The Hotel Hershey does not allow any fireworks on the property, including sparklers, confetti canons, etc.
8. **Publicity Release/Grant of Use:** Client hereby grants HE&R a non-exclusive, irrevocable, fully paid, universal license to use, copy, transmit, distribute, publish, or display her/his name, voice or likeness in any media (including photographs), whether now known or hereafter developed without any right of approval or compensation and Client hereby releases HE&R from any liability with respect thereto. Client acknowledges and agrees that his/her name, voice, likeness, or Event may be made available to the public by HE&R, including appearance on the one or more of HE&R's websites and/or social media sites.
9. **Indemnification:** Each party shall indemnify, defend and hold the other party and its shareholders, affiliated and related entities, directors, officers, employees, and agents, harmless from and against any and all claims, liability, injury, damage or expense incurred, including reasonable attorneys' fees, expert fees, and costs of litigation (collectively referred to as "Claims") to the extent such Claims are caused by: (i) negligent actions or omissions or intentional misconduct of the indemnifying party, its employees, subcontractors, or vendors in connection with this Agreement, (ii) any trademark, trade name, service mark, patent or intellectual property infringement claims relative to this Agreement, and (iii) the indemnifying party's breach of this Agreement or any of the indemnifying party's representations or warranties contained herein. The obligations set forth in this Paragraph shall survive the termination or expiration of this Agreement.
10. **Insurance:** HOTEL and **HERSHEY HIGH SCHOOL PROM** each agree to carry and maintain adequate liability and other insurance to cover its obligations under this Agreement and applicable Schedules (if any). Depending on the nature of **HERSHEY HIGH SCHOOL PROM's** Event, HE&R reserves the right to require **HERSHEY HIGH SCHOOL PROM** to provide proof of insurance coverage upon request. The insurance requirements specified herein do not relieve either party of its responsibility or limit the amount of its liability. The obligations set forth in this Paragraph shall survive the termination or expiration of this Agreement.
11. **Limitation of Liability:** Except as specifically noted in this Agreement, or for damages arising pursuant to obligations or breaches of publicity or confidentiality, neither party shall be liable to the other party for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.

12. **Jurisdiction and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The parties hereto consent and agree that all legal proceedings relating to the subject matter of this Agreement shall be maintained in the Court of Common Pleas of Dauphin County, Pennsylvania or, if applicable, the United States District Court for the Middle District of Pennsylvania (Harrisburg division), and both parties consent and agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts. In the event of litigation arising from or associated with this Agreement, the parties agree that the prevailing party shall be entitled to recover its attorney's fees and costs.
13. **Force Majeure:** Neither party shall be held liable or responsible for any failure or delay in the performance of its obligations under this Agreement to the extent such failures or delays are caused by (i) acts of war, (ii) terrorism, (iii) civil riots, (iv) Acts of God, including but not limited to floods, windstorms, and tornados, or (v) government actions related to a declared health pandemic, which make performance illegal or impossible on the event date(s) (collectively referred to as "Force Majeure Events"). The parties expressly acknowledge that Force Majeure Events specifically exclude financial inability to perform, economic conditions, and events relating to a party's fault or negligence. In the event of a Force Majeure Event that makes performance illegal or impossible on the event date(s), the parties will reschedule the event for an event of equal or greater value on mutually agreed upon date within twelve (12) months from the original event date(s). **HERSHEY HIGH SCHOOL PROM** understands and agrees that **HOTEL** shall not be responsible or liable for any loss or damage to **HERSHEY HIGH SCHOOL PROM** property as a result of a Force Majeure Event.
14. **Class Action Waiver:** **HERSHEY HIGH SCHOOL PROM** hereby waives its right to commence, to become a party to, or to remain a participant in, any group, representative, class, collective, or hybrid class/collective action in any court, arbitration proceeding, or any other forum, against the other. A judge may not consolidate or join the claims of other persons or parties who may be similarly situated.
15. **Compliance with Laws:** The parties will comply with all applicable laws, governmental rules and regulations and any and all industry standards applicable to its operations, and to the products and services that it offers. If **HERSHEY HIGH SCHOOL PROM** intends to conduct small games of chance (e.g., raffles) or silent auctions, it must obtain prior approval from **HE&R**.
16. **Americans with Disabilities Act Compliance:** **HERSHEY HIGH SCHOOL PROM** shall identify in advance any accommodation needs of disabled attendees, staff, or other guests, and will notify **HOTEL** of such needs prior to the Arrival Date. Should additional or temporary auxiliary aids be required for meeting room(s) and/or function space, **HERSHEY HIGH SCHOOL PROM** will pay for the acquisition, rental or construction of such auxiliary aids.
17. **Assignment:** Neither party may assign or delegate its rights or duties under this Agreement without prior written approval of other party.
18. **Waiver/Severability:** If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.
19. **Entire Agreement:** This Agreement represents the entire understanding of the parties regarding the services, and supersedes all prior or contemporaneous understandings or negotiations, whether oral or written, implied or express. Any modification to the Agreement or any document entered into under this Agreement after the date of the will require a writing signed by both parties.
20. **Authority:** The persons signing the agreement on behalf of **HOTEL** and **HERSHEY HIGH SCHOOL PROM** each warrant that they are authorized to make agreements and to bind their principals to this Agreement.
21. **Acceptance:** This Agreement shall be deemed accepted only after it has been signed by a representative of **HERSHEY HIGH SCHOOL PROM** and **HOTEL**. Acceptance may be made by facsimile transmission and this Agreement may be executed in one or more counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the last date set forth below:

AGREED TO AND ACKNOWLEDGED BY:



Hershey Entertainment & Resorts Company (Hotel)
Heather A. Hoffman / Social Events Manager

Name (Print): _____

Title: _____

Date: _____



Client

Terence A. Singer

Name (Print): _____

School Board President

Title: _____

November 6, 2023

Date: _____

**LANCASTER-LEBANON INTERMEDIATE UNIT 13
COLLABORATIVE SERVICES**

CAFCO PARTICIPATION AGREEMENT

The Derry Township School District School District agrees to participate in the collaborative procurement effort to purchase food, being offered through the Lancaster-Lebanon Intermediate Unit 13 (IU13) and facilitated by IU13 Collaborative Services. This agreement will be in effect for fiscal year July 1, 2024 through June 30, 2025.

Bidders will base their pricing on anticipated volumes from the entire group. As a result, districts participating will be held accountable for their requirements vs. actual quantities, and the integrity of the bid process.

Responsibilities of Participating Entities:

1. Adheres to CAFCO Guiding Principles.
2. Abides by all bid terms and conditions.
3. Honors the integrity of the bid process by utilizing the awarded bidders and pricing, and being accountable for procuring the requirements as indicated in the bid specifications.
4. Furnish IU13 Collaborative Services staff and Advisory Council with all requests (specifications and quantities) for new products to be included on the bid.
5. Furnish IU13 Collaborative Services staff with all information as required to facilitate the bid process.
6. Contracts, procures, and pays for goods directly from awarded bidders.
7. Forwards concerns or issues regarding the program to IU13 Collaborative Services.
8. Sign an annual Participation Agreement

Participating entity Derry Township School District

Authorized signature / title [Signature], Board President

RETURN SIGNED DOCUMENT TO:

EMILY LAWS
LANCASTER-LEBANON INTERMEDIATE UNIT 13
1020 NEW HOLLAND AVENUE
LANCASTER, PA 17601
FAX: 717-606-1992
emily_laws@iu13.org



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 Sunday, September 24, 2023 by and between
Mixed Impressions DJ's Entertainment and:
Jeff Mackneer (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:

Prom ----- -Times: **6:00 PM** till **10:00 PM**

Event Type:

Event Date: **Friday, May 17, 2024** ----- Package: **Intelligent Package**
\$1,400.00

Event Location at: **Hotel Hershey in Hershey, PA**

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

\$1,400.00 minus **\$100.00** non-refundable deposit leaving a balance of: **\$1,300.00**

3. Event Details: **The Intelligent Lighting Package with Glow Products have been chosen for the Prom.**

4. Mixed Impressions will be permitted to set up equipment at: **3:00 PM.**

5. Additional services will be performed at: **\$0.00** per hour. - - - - Attire: **Tuxedo**

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: Mark H. H. Date: 9/24/23

Authorized Signature: [Signature] Date: November 6, 2023

NAVIGATE360 - ORDER FORM

Customer: Derry Township School District
30 E Granada Ave
Hershey, PA 17033
Lisa Sviben Miller
lmiller@hershey.k12.pa.us

Proposal No: Q-59345
Proposal By: Michelle Schramm
Email: mschramm@navigate360.com
Opp Number: 165363
Proposal Expires: 10/31/2023

Initial Investment: \$8,180.00 - Net 30

Term: The 36 month term for subscription services begins on **10/1/2023** and ends on **9/30/2026**. Subscription services will be billed according to the following invoice schedule: Annually

Notes:

SUBSCRIPTION SERVICES

Product	Description	Quantity	Annual Price
Behavioral Threat & Suicide Case Management Subscription- CSTAG Per Student	Threat Assessment Platform using CSTAG methodology with full unlimited access to all users.	3272 Students	\$7,198.40

ONE-TIME SERVICES AND FEES

Product	Description	Quantity	Price
Implementation Fee - Threat Assessment	Implementation Fee - Threat Assessment	3272 Students	\$981.60

Subscription Amount: \$7,198.40*

One-Time Services & Fees Total: \$981.60

Initial Investment Total: \$8,180.00

Proposal No: **Q-59345**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

Terms and Conditions

Please see the Master Services Agreement and Addenda thereto for the terms and conditions that govern this Order Form. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features of the Services nor dependent on any oral or written public comments made by Company regarding future functionality or features.

☒ By signing below, Customer agrees to the Master Service Agreement Terms and following addenda:

Master Service Agreement: [Derry Township School District MSA](#)

[Software Services Addendum A](#)

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

NAVIGATE360 SIGNATORY

Name: _____

Date: _____

Signature: _____

CUSTOMER BILLING INFORMATION

A/P Contact Name: _____

A/P Phone: _____

A/P Email: _____

A/P Address: _____

City: _____

CUSTOMER SIGNATORY

Name: _____

Title: _____

Date: _____

Signature: _____

State (2 Letter Abbreviation): _____

Zip Code: _____

Federal Tax ID: _____

Purchase Order

☐ Attached PO #: _____

☐ PO in process to be sent separately:

Sales Tax Exempt No. _____

Sales Tax Exemption Certificate must be attached.

Upload Document:

Proposal No: **Q-59345**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

Acceptance

Wolf's Bus Lines, Inc

Client ID Client Company Client Ref 1 Client Ref 2	HershHSNHS Sherry Taylor-Stucking Hershey HS National Honor Society	Charter ID Movement ID Status Passengers Distance	25544 36099 Firm 403.3
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First Pick-up Pick-up Date Single Journey Vehicle To Stay	Hershey High School Sun 12/17/2023 Time 07:15 No Yes	Destination Arrival Date Leave Date Back Date	Winter Garden Theatre-NYC <u>Sun 12/17/2023</u> Time 10:30 Sun 12/17/2023 Time 19:15 Sun 12/17/2023 Time 23:30
--	---	--	---

First Pick-up Instructions	Destination Instructions
550 Homestead Road Hershey, PA 17033	1634 Broadway New York, NY 10019

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
54	Deluxe Motorcoach	1	\$3,575.00	0	\$0.00	\$3,575.00
54	Deluxe Motorcoach	2	\$3,575.00	0	\$0.00	\$3,575.00
Movement Totals			\$7,150.00		\$0.00	<u>\$7,150.00</u>

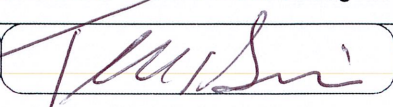
Driver Description	Vehicle No	Driver Description	Vehicle No
Motorcoach Driver	1	Motorcoach Driver	2

Route	Further Requirements
715am Depart for NYC. 1030am Arrive at Winter Gardens Theatre. 715pm Depart for home. 1130pm Arrive back to Hershey.	Driver gratuity is not included. Thank you for traveling with Wolf's Bus Lines!

38 Passenger - \$3295.00

Included Items	Included	Included Items	Included
Driver Gratuity	No		

Your driver can drive up to 10 hours and/or work up to 15 hours from terminal back to terminal. Once that limit is reached, the driver must have 9 hours off duty. If these limits are exceeded, a minimal charge of \$420.00 or more will be billed after the trip to cover cost of extra driver/other company assistance. I have checked all the details above and agree that they are correct. I would like to make a firm booking & I accept the above price & the payment terms detailed in the attached letter.

Signature		Print Name	Terence A. Singer	Date	November 6, 2023
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AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

(Paragraphs deleted)

AGREEMENT made as of the **Sixteenth** day of **May** in the year **2023**

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

Derry Township School District
30 East Granada Avenue
P.O. Box 898
Hershey, PA 17033

and the Architect:

(Name, legal status, address and other information)

Crabtree, Rohrbaugh & Associates
401 East Winding Hill Road
Mechanicsburg, PA 17055

for the following Project:

(Name, location and detailed description)

New Elementary School (CRA 3662)

Any other project(s) only as approved and assigned by the School Board which will be addressed by amendment to this agreement.

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.

Init.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

This Agreement may contain various Exhibits and Addenda. To the extent any Exhibit or Addenda is comprised of documents that purport to constitute contracts between the parties thereto, the parties agree that such Exhibit or Addenda shall not be considered of any evidentiary value in any proceeding between the parties hereto unless the same is executed by both parties hereto or incorporated within this Agreement by reference.

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To be determined

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be determined

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

To be determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Not determined at time of Agreement

.2 Construction commencement date:

Not determined at time of Agreement

.3 Substantial Completion date or dates:

Not determined at time of Agreement

.4 Other milestone dates:

Not determined at time of Agreement

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid/Build

Multiple bid packages are required by the Pennsylvania Department of Education

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not determined at time of Agreement

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Not determined at time of Agreement

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who may review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

.1 Board of Directors of School District

.2 School District's Business Manager and Superintendent

.3 School District's Solicitor

Not determined at time of Agreement

§ 1.1.9 The Owner shall retain the following consultants and contractors

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Not determined at time of Agreement

.2 Civil Engineer:

Not determined at time of Agreement

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

To be determined on project scope and location. Usual and customary architectural services will be included under Architect’s Basic Services. Geotechnical and Food Service Design will be provided as approved by the Owner.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

**Crabtree, Rohrbaugh & Associates
401 East Winding Hill Road
Mechanicsburg, PA 17055**

**John Beddia, AIA, Managing Partner
Anthony Colestock, AIA, Principal | Senior Project Manager**

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Not determined at time of Agreement

.2 Mechanical Engineer:

Not determined at time of Agreement

.3 Electrical Engineer:

Not determined at time of Agreement

§ 1.1.11.2 Consultants retained under Supplemental Services:

See §4.1

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services and schedule for the Architect’s services. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any

other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 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 Project.

.1 In addition, all services performed by the Architect under this Agreement shall be in compliance with all applicable laws, regulations, rules, codes and ordinances governing the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 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 **in the Architect's opinion**, to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until Final Completion of the Project, and Professional Liability insurance for five years after Substantial Completion. The insurance required by this Section 2.5 shall be written for not less than limits of liability specified in this Agreement or required by law, whichever coverage is greater. Coverages must be written on an occurrence basis with the exception of Professional Liability which may be written on a "claims made" basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Architect's products and completed operations, and any coverage written on a claims made basis, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents (as per statute of limitations / repose).

§ 2.5.1 Commercial General Liability with policy limits of not less than **Two Million Dollars (\$2,000,000)** for each occurrence and **Four Million Dollars (\$4,000,000)** in the aggregate for bodily injury and property damage. Coverage shall include products/completed operations liability.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **One Million Dollars (\$1,000,000)** combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.2.1 Umbrella Liability Insurance with a minimum acceptable limit of coverage of \$4,000,000 per occurrence and aggregate. Such coverage shall be excess of the General Liability Insurance, Business Auto Liability insurance, and Employers' Liability as required by this Agreement. Owner must be named as additional insured.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide

narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than **One Million Dollars (\$1,000,000)** each accident, **One Million Dollars (\$1,000,000)** each employee, and **One Million Dollars (\$1,000,000)** policy limit.

§ 2.5.6 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)** per claim and **Four Million Dollars (\$4,000,000)** in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions during or after the Architect's work on the Project. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by Section 2.5 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire unless at least ten (10) days' prior written notice has been given to the Owner.

Failure of Architect to obtain and maintain the required insurance shall constitute a material breach of this Agreement and Architect will be liable to Owner for any and all costs, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless Owner provides Architect with a written waiver of the specific insurance requirement.

None of the requirements contained herein as to the types, limits, or Owner's approval of insurance coverage to be maintained by Architect are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by Architect under this Agreement, the Contract Documents, any other agreement with the Owner, or otherwise provided by law.

The Architect shall require all Design Sub-Consultants (as defined in Section 3.1) engaged by Architect to provide insurance appropriate to the scope of services being provided. The Design Sub-Consultant's insurance must name the Owner as additional insured. The Architect shall maintain each Design Sub-Consultant's certificate of insurance on file and provide such information to the Owner for review upon request.

Failure of Architect to provide insurance as herein required or failure of Owner to require evidence of insurance or to notify Architect of any breach by Architect of the requirements of this Section shall not be deemed to be a waiver of any of the terms of this Agreement or the Contract Documents, nor shall they be deemed to be a waiver of the obligation of the Architect to indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of Architect and independent of the duty to furnish a copy or certificate of such insurance policies.

The Architect shall be responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.

To the fullest extent permitted by law, the Architect shall indemnify, and hold harmless the Owner, its agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Architect, a Design Sub-Consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable., regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

§ 2.6 The Architect's responsibilities shall include a visual inspection of any existing buildings to generally determine their dimensions. However, Architect's responsibilities shall not include an invasive or exhaustive "as built" survey of existing conditions. An "as built" survey of existing facilities is an additional service and may be requested by the Owner and the Architect compensated for the same pursuant to §4.1.1.4. "As Built Existing Facility Survey." In the event Owner engages an Owner's Representative or some other construction management consultant for the Project, the Architect shall cooperate in all respects with the Owner's Representative and such engagement will not impact the Architect's duties in this Agreement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Unless indicated clearly to the contrary herein, services not set forth in Articles 3 and 4 are Additional Services pursuant to §4.1.

.1 The Architect shall enter a written agreement with each design sub-consultant providing any of the foregoing engineering services ("Design Sub-Consultant"), which shall expressly incorporate the terms of this Agreement between the Architect and the Owner, and shall state expressly that the Owner is an intended third-party beneficiary to the agreement between the Architect and the Design Sub-Consultant. However, at least seven (7) days prior to entering any such agreement, the Architect shall advise the Owner in writing of the proposed Design Sub-Consultant, and if the Owner objects to the Design Sub-Consultant within seven (7) days of such notice the Architect shall not enter the agreement. Owner's failure to respond within seven (7) days shall be deemed an approval. The Architect shall provide the Owner a copy of each such agreement promptly after it is signed.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, including regularly scheduled meetings and special meetings, communicate with members of the Project team, and report progress to the Owner.

.1 The Architect shall promptly prepare and distribute minutes of each Project meeting it attends within (1) week, unless another meeting attendee is contractually obligated to do so.

§ 3.1.2 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, and shall not be responsible for, the accuracy, completeness, and timeliness of, 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.

.1 The Architect shall also promptly advise the Owner in writing of any defects or deficiencies in the Work of Owner's consultants. The Architect shall not be liable for any defects or deficiencies in the Work of Owner's consultants it does not discover despite having used reasonable care.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial and Final Completion of the Work as set forth in the Initial Information.

The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. **After the Construction Documents have been approved by any governmental authority having jurisdiction over the same, or by any entity providing utilities or other regulated services, then any changes to the Construction Documents thereafter required to be made by the Architect as a result of any instruction or direction given by such governmental authority or other entity shall be considered Additional Services. The Architect's charges for Additional Services under this paragraph**

3.1.5 shall be deemed to be approved by the Owner when performed by the Architect, and the Owner shall pay Architect for such Additional Services in accordance with §11.4.

§3.1.5.1 The Architect shall not be responsible for any increases in the cost of the Project that arise from or are related to changes to the Construction Documents or the Project when those changes are required by any governmental authority or other entity providing utilities or other regulated services and such changes are required after the governmental authority or other entity approved the Construction Documents. This section shall not be construed to otherwise impose liability on Architect for increases in the cost of the Project as a result.

§ 3.1.6 The Architect shall evaluate and advise the Owner in writing of all approvals by local, state and federal authorities that apply to the Project, including approvals needed for land development, zoning, code compliance, PlanCon and other governmental requirements, and shall assist the Owner with preparation and timely filing of documents required for such approvals. The Architect shall also participate in meetings, hearings or proceedings pertaining to such governmental approvals at no additional cost.

§ 3.1.7 Upon request of the Owner, the Architect shall make presentations at no additional cost to the Owner to explain the design and progress of the Project.

§ 3.1.8 The Architect, as initial decision maker, shall evaluate any claims by Contractors regarding the Project or the Contract Documents, and shall report its conclusions of such evaluations in writing to the Owner at no additional cost.

§ 3.1.9 The Architect shall assist, upon request of the Owner, in the dispute resolution process (including any mediation or legal proceedings) regarding any claims or actions concerning the Project or the Contract Documents.

§ 3.1.10 The Architect shall advise the Owner of the need or advisability of the Owner securing any test, analysis, study, report, or other consultant service in connection with the design and construction of the Project at no additional cost. Upon request of the Owner, the Architect shall obtain and provide the Owner with the names of firms qualified to provide the foregoing services, along with such firms' insurance information; however, the selection of such consultants is up to the Owner, and the Architect shall not assume any liability for services performed by such consultants engaged by the Owner unless it is determined to be caused by the Architect or Design Sub-Consultants, or both. The Architect shall cooperate and communicate with the Owner's other consultants to ensure the services of the Architect are coordinated with such other services.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. **Upon request, the Architect shall attend municipal meetings or hearings relating to subdivision or land development approval, including without limitation, zoning hearings as part of its Basic Services.**

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, including if the Owner's budget for the Cost of the work is inadequate for the Project and (2) other information or consulting services that may be reasonably needed for the Project. **The Architect shall not be liable for undiscovered** inconsistencies if the Architect uses reasonable care.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

.1 The Architect shall notify the Owner in writing of any material concerns of the Architect relating to Project requirements.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components in both print and digital format, if requested by Owner, at no additional cost.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

.1 The Architect's estimated Cost of the Work shall identify any discrepancy between such estimate and the Owner's budget for the Cost of the Work. In the event of a discrepancy, the Architect shall take any action required under Section 6.5 of this Agreement.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Design Development Team will be required to collectively review with the Owner a complete 3D model to identify errors, omissions, and other areas of concern. Once completed, the Design Development Team will present and allow end users to review the 3D model. The Owner will have thirty (30) days to review and the Design Development Team will be required to show the Owner where the comments and corrections are located in each revision of the Contract Documents.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit to the Owner for approval the Design Development Documents and an updated estimate of the Cost of the Work. The Architect's updated estimated Cost of the Work shall identify any discrepancy between such estimate and the Owner's budget for the Cost of the Work. In the event of a discrepancy, the Architect shall take any action required under Section 6.5 of this Agreement.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall prepare for the Owner's review and approval the following: (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

.1 Approval of such documents by the Owner shall be based on the Owner's expectation that the Architect's design is in compliance with all requirements of this Agreement.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit to the Owner for approval the Construction Documents and an updated estimate of the Cost of the Work. The Architect's updated estimate for the Cost of the Work shall identify any discrepancy between such estimate and the Owner's budget for the Cost of the Work. In the event of a discrepancy, the Architect shall take any action required under Section 6.5 of this Agreement.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall prepare for Owner's review and approval a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner; and
- .5 assisting the Owner in evaluating the qualifications of bidders.

§ 3.5.2.3 If the Bidding Documents permit substitutions, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.2.4 If the lowest responsible and responsive bids exceed the Cost of the Work in the Owner's budget, and the Owner decides to rebid the Project pursuant to Section 6.6.4, the Architect shall, as part of Basic Services, in consultation with and at the direction of the Owner, provide such design modifications as are necessary to bring such costs within the Owner's budget.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended by the Supplementary Conditions, and other Conditions, if any. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for negligent actions or omissions by the Architect or its Design

Sub-Consultants, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date of Final Completion of the Project.

§3.6.1.4 The Architect shall provide all Construction Phase services under Section 3.6 through Final Completion as part of the Architect's Basic Services. However, should a Contractor's violation of the Contract Documents cause the Architect to incur substantial extra time on the Project, the Architect shall be paid for such extra time as an Additional Service subject to and to the extent (a) the Contract Documents require the responsible Contractor to pay the Owner an amount equal to the Architect's Additional Services fee, and (b) such payment is actually received by the Owner. The Architect shall advise the Owner and Contractor, no less than bi-weekly, of their time for the express purpose of tracking their Additional Services cost.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall become familiar with the progress and quality of portions of the Work completed, endeavor to guard the Owner against defects, deficiencies and delays in the Work, determine whether the Work observed appears to have been performed in accordance with the Contract Documents, and advise the Owner of the same. As part of such duties, the Architect shall participate in all regularly-scheduled construction site conferences and in special Project meetings where the Owner requests its attendance. The Architect shall walk through the job site at least once every two weeks during construction, unless a different frequency is requested or approved by the Owner. However, the Architect's duties do not include making thorough, exhaustive or continuous on-site inspections of the Work. In contracts with its Design Sub-Consultants, the Architect shall require that Basic Fee Services include a level of participation in Project meetings and site visits that are, at a minimum, appropriate and customary for such consultants. On the basis of its site visits, the Architect shall keep the Owner informed about the progress and quality of the Work, and promptly report to the Owner any observed deviations from the Contract Documents or the Project schedule. In addition, during construction the Architect shall respond promptly to address and provide input on any issues that may arise, including Contractor requests for information or direction, Contractor Change Order requests, Contractor failures to comply with the Contract Documents, or other issues that could cause Project delay or deficiencies. In the event of disputes among Contractors, the Architect will provide input to assist in resolution of such disputes, including participating in special meetings, other communications and providing advice as needed to help resolve the problem. In all of the above steps, the Architect shall use reasonable care as an Architect to guard the Owner against defects and deficiencies in the Work.

§ 3.6.2.2 The Architect shall reject Work that it believes does not conform to the Contract Documents, unless the Owner accepts in writing such non-conforming Work. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority, with the Owner's written approval, to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) further evaluations of the Work for conformance with the Contract Documents, (2) results of subsequent tests and inspections, (3) required correction of deviations from Contract Documents, (4) specific qualifications expressed by the Architect, and (5) any later discovery of defective or deficient Work. The issuance of a Certificate for Payment shall not excuse a Contractor's nonperformance of its duties or waive a Contractor's liability for nonconformance with the Contract Documents. Further, the Architect shall provide in the Contract Documents that the amount of payments certified by the Architect to a Contractor may take into account 150% of any potential cost or liability to the Owner arising from the Contractor's alleged violation of, or non-conformance with the Contract Documents.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall timely review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall timely review and respond to all Contractor submittals. In performing such review, the Architect shall check for conformance with the Contract Documents. However, review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall timely review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents and Architect's response thereto, if any.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time, and shall provide prompt written notice to Owner of any such minor change. The Architect shall prepare proposed Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

.1 The Architect shall include with any proposed Change Order or Construction Change Directive its recommendation on approval by Owner, and supporting data and information regarding any associated change in the cost or time of the Project.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall provide in the Contract Documents that when the Contractor believes it has achieved Substantial Completion, the Contractor shall provide written notice of such belief and a list of items it believes must be finally completed to the Architect and the Owner. Upon receipt of such notice and list, the Architect shall promptly inspect the Work and report in writing to the Contractor and the Owner the following: (1) whether Substantial Completion is achieved, and if not what must still be accomplished to achieve Substantial Completion; (2) any items on the Contractor's list that remain to be completed or corrected; (3) any items not on the Contractor's list that must be completed or corrected; and (4) the Architect's estimate of the cost to complete or correct each remaining item. If Substantial Completion is not achieved at the time of such inspection, the Architect shall repeat the foregoing upon further notice by the Contractor that Substantial Completion has been achieved. Further, the Architect shall provide in the Contract Documents that when the Contractor believes it has achieved Final Completion, the Contractor shall provide written notice of such belief to the Architect and the Owner. Upon receipt of such notice, the Architect shall promptly inspect the Work and report in writing to the Contractor and the Owner the following: (1) whether Final Completion is achieved; and (2) if Final Completion has not been achieved, items that must be completed or corrected and the Architect's estimated cost to complete or correct each item. If Final Completion is not achieved at the time of such inspection, the Architect shall repeat the foregoing upon further notice by the Contractor that Final Completion has been achieved. In addition, the Architect shall obtain from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and other documents required by the Contract Documents for Final Completion, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work, to the best of the Architect's knowledge, information and belief, complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the punch list submitted by the Contractor of Work to be completed or corrected. In addition, a punch list verification meeting will be held with the Owner and each Contractor.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

.1 The Architect shall provide in the Contract Documents that the Owner's retainage upon Substantial Completion shall be (a) 150% of the Architect's estimated cost to complete or correct Work at the time of Substantial Completion, plus (b) 150% of any potential additional cost or liability to the Owner arising from the Contractor's alleged violation of or non-conformance with, the Contract Documents.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 As part of Basic Services, the Architect shall (a) throughout the first year after the date of Substantial Completion, respond to any inquiries by the Owner and assist the Owner in addressing any concerns that may arise with the Project or the Work of Contractors, and (b) prior to the expiration of one year from the date of Substantial Completion, schedule and conduct with the Owner a meeting at the Project site to review the facility operations and performance, and to inspect any conditions raised by the Owner regarding the Project or the Work of Contractors. If

Architect is required to provide extensive Construction Phase Services beyond 90 days following the date of Substantial Completion, such services will be compensated as Additional Services as provided in Section 4.2.2.1.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below may be required for the Project. **To the extent the following services are the sole responsibility of the Owner, they shall be hereafter referred to as "Owner Requested Supplemental Consultant."** The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

DEFINITIONS:

Basic Services	Services provided as part of Architect’s Basic Services and are included in the Architect’s Basic Fee (see §11.1)
Supplemental Services	Not part of Architect’s Basic Services. These services will be provided by the Architect and billed in accordance with §11.2 and 11.3
Owner Requested Supplemental Services	Not part of Architect’s Basic Service. These services will be billed in accordance with §11.3.
Under Separate Contract	Not part of Architect’s Basic Services. These services will be provided under a separate contract and will be billed in accordance with the terms of that contract.

			Type of Services			
Service		Responsibility	Basic Services	Supplemental Services	Owner Requested Supplemental Services	Under Separate Contract
§4.1.1.1	Programming	Owner				
§4.1.1.2	Multiple preliminary designs	Architect	X			
§4.1.1.3	Measured drawings	Architect <i>Specific to concrete floors only</i>	X			
§4.1.1.4	As Built Existing Facilities Surveys	Architect		X		
§4.1.1.4.1	Visual Inspection of Existing Facilities	Architect	X			
§4.1.1.5	Site Evaluation and Planning (B203™–2017)	Not Provided				
§4.1.1.6	Building information modeling LOD 300 (see §12.5 and §12.6)	Architect	X			
§4.1.1.7	Space Schematic/Flow Diagrams	Architect	X			

§4.1.1.8	Economic Feasibility Survey	Owner				
§4.1.1.9	Owner Supplied Data Coordination	Owner				
§4.1.1.10	Schedule Development and Monitoring	Architect (Design Schedule Only)	X			
§4.1.1.11a	Civil engineering, Design and Municipal Approval	Owner			X	
§4.1.1.11b	Civil engineering Municipal As-built Survey Documentation and Recording	Owner			X	
§4.1.1.12	Landscape design	Owner			X	
§4.1.1.13	Architectural Interior Design	Architect	X			
§4.1.1.14	Bidding or Negotiation	Architect	X			
§4.1.1.15	Value Engineering	Owner/ Architect	X			
§4.1.1.16	Cost estimating	Architect	X			
§4.1.1.17	On-site project representation	Owner				
§4.1.1.18	Conformed drawings	Architect	X			
§4.1.1.19	As-designed record drawings	Architect	X			
§4.1.1.20	As-constructed record drawings	Not Provided				
§4.1.1.21	Post occupancy evaluation	Not Provided				
§4.1.1.22	Facility Support Services (B210™–2017)	Owner				
§4.1.1.23	Tenant-related services	Not Provided				
§4.1.1.24	Coordination of Owner's Security and IT consultants	Architect	X			
§4.1.1.25a	Telecommunications/ data raceway and cabling design	Architect	X			
§4.1.1.25b	Telecommunications/ data equipment design	Architect ¹	X			
§4.1.1.26	Security Evaluation and Planning	Architect	X			
§4.1.1.27	Commissioning	Owner				X
§4.1.1.28	LEED® Certification (B214™–2012)	Owner				X
§4.1.1.29	Fast-track design services	Not Provided				

¹ Owner shall be solely responsible for providing the equipment.

§4.1.1.30	Historic Preservation (B205™–2017)	Owner				X
§4.1.1.31	Furniture, Furnishings and Equipment Design	Architect		X		
§4.1.1.32	Food Service Consultants	Owner			X	
§4.1.1.33	Local and Regulatory Application	Architect	X			
§4.1.1.34a	Environmental/Asbestos Consultant	Owner			X	
§4.1.1.34b	Geotechnical Engineering	Owner			X	
§4.1.1.35	Codes Consultant	Owner			X	
§4.1.1.36	Testing and Inspection Services	Owner				X
§4.1.1.37	All Plancon related services and approvals (applicable only to PA Educational Projects)	Owner/ Architect	X			
§4.1.1.38	Technical Lab, Equipment and Utility Layout	Owner			X	
§4.1.1.39	Assistance with Grants	Owner/ Architect	X			
§4.1.1.40	Public Hearings (Planning, Zoning, etc.)	Architect	X			
§4.1.1.41	Exhibit/Graphic Design	Architect	X			
§4.1.1.42	Property surveys as defined in §5.4	Owner			X	
§4.1.1.43	OCIP Coordination	Owner		X		
§4.1.1.44	ESCO Contract Coordination	Owner		X		
§4.1.1.45	Educational Environmental Coordination	Owner				X
§4.1.1.46	Project subscription to web-based construction administration service	Owner				X
§4.1.1.47	Acoustical Consultant				X	

§ 4.1.2 Description of Supplemental Services

- .1 Consolidated digital prints and one (1) hard copy;
- .2 Updated campus map;
- .3 Floorplans as previously provided for the other schools;
- .4 Plan grid (or equal) for electronic submission services, RFI, Document Review and Punch List.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, 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 Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given

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- by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 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;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, the Owner, **within seventy-two (72) hours of the Architect's explanation of the facts and circumstances giving rise to the need for Additional Services**, determines that all or parts of the services are not required, **and within such time period gives notice to the Architect of the Owner's determination, then the Owner shall have no further obligation to compensate the Architect for the services that are not required:**

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner in writing:

- .1 **up to two (2)** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 **up to two (2)** visits **per month** to the site by the Architect during construction
- .3 **up to two (2)** inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 **up to two (2)** inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, extensive Construction Phase Services provided more than 90 (ninety) days after the date of Substantial Completion of the Work shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services and subject to §4.3. Contractor shall provide timely notice and tracking systems for such work.

§ 4.2.5 If the services covered by this Agreement **for any project approved and assigned by the Owner** have not been completed within **sixty (60)** months of the date of **the Owner's notice to proceed for a project**, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§4.3 The Architect shall provide in the Contract Documents that any Contractor creating the need for Additional Services by the Architect will pay all costs associated with such Additional Services, and the Architect shall prepare and present to the Owner for approval a Change Order or Construction Change Directive regarding such costs.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

- .1 The Architect shall in a timely manner review such information and advise the Owner of any concerns or deficiencies with the information provided.

§ 5.2 The Owner shall establish and periodically update its budget for the Project, including for the Cost of the Work as

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defined in Section 6.1 The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Architect shall then provide a recommendation to the Owner in writing on a corresponding change in the Project's scope and/or quality, and the Owner shall make a decision on such recommendation. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project, but only to the extent authorized in writing by the Board of School Directors. 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 Architect shall advise the Owner of the need for the Owner to furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

.1 Pursuant to Section 3.1.10, upon request of the Owner, the Architect shall obtain and provide the Owner with the names of firms qualified to provide the foregoing survey services, along with such firms' insurance information; however, the selection of such consultants is up to the Owner, and the Architect shall not assume any liability for services performed by such consultants engaged by the Owner. The Architect shall cooperate and communicate with the Owner's other consultants to ensure the services of the Architect are coordinated with such other services.

§ 5.5 The Architect shall advise the Owner of the need for the Owner to furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

.1 Pursuant to Section 3.1.10, upon request of the Owner, the Architect shall obtain and provide the Owner with the names of firms qualified to provide the foregoing geotechnical services, along with such firms' insurance information; however, the selection of such consultants is up to the Owner, and the Architect shall not assume any liability for services performed by such consultant engaged by the Owner. The Architect shall cooperate and communicate with the Owner's other consultants to ensure the services of the Architect are coordinated with such other services.

.2 The Architect will act as the lead consultant and coordinate with Owner and bring issues to the Owner's attention as soon as practical.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 Pursuant to Section 3.1.10, the Architect shall advise the Owner of any other Owner consultants reasonably required for the Project. Upon request of the Owner, the Architect shall obtain and provide the Owner with the names of firms qualified to provide the foregoing services, along with such firms' insurance information; however, the selection of such consultants is up to the Owner, and the Architect shall not assume any liability for services performed by such consultants engaged by the Owner. The Architect shall cooperate and communicate with the Owner's other consultants to ensure the services of the Architect are coordinated with such other services.

§ 5.9 The Architect shall advise the Owner of the need for the Owner to furnish tests, inspections, **International Building Code (IBC) inspections**, and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

.1 Pursuant to Section 3.1.10, upon request of the Owner, the Architect shall obtain and provide the

Owner with the names of firms qualified to provide the foregoing testing, inspection and report services, along with such firms' insurance information; however, the selection of such consultants is up to the Owner, and the Architect shall not assume any liability for services performed by such consultants engaged by the Owner. The Architect shall cooperate and communicate with the Owner's other consultants to ensure the services of the Architect are coordinated with such other services.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. However, any failure by the Owner to provide such notice shall neither impose liability on the Owner nor reduce the liability of the party responsible for such fault, error, omission or inconsistency.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. However, any failure by the Owner to comply with this Section 5.12 shall not impose any liability on Owner.

§ 5.13 In preparing the Contract Documents, the Architect shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions, as amended by the Supplementary Conditions, and other Conditions, if any, of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 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.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall **include the cost at the current market rates of labor and materials furnished by the Owner, and equipment designed, specified, selected, coordinated or specifically provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.** The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall include contingencies for change order, design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project with written approval of the Owner; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate

of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1.16, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest responsive and responsible bidders, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 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 on the Project.

§ 7.2 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 the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, 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, or in connection with future repairs, renovations or additions to the Project. The Architect shall obtain similar nonexclusive licenses from the Architect's Design Sub-Consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project, or in connection with future repairs, renovations or additions to the Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors 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 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. **Upon termination of this Agreement prior to completion of the Project, the Owner shall be permitted to continue to use the Instruments of Service solely for the completion of the Project, so long as the Owner employs similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the Instruments of**

Service solely for purposes of completing, using and maintaining the Project, or in connection with future repairs, renovations or additions to the Project. If the Architect is finally adjudged to have not been in default of this Agreement at the time the Owner terminates the Agreement, then the foregoing license shall be unaffected, whereby the owner and architect shall negotiate reasonable expenses based upon work completed..

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this 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.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than **4** years after the date of Final Completion of the Work **for claims relating to any breach of contract, and not more than two (2) years for any claim sounding in tort.** The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 Intentionally deleted

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement (**hereinafter in this §8.2, "Claim"**) shall be subject to **non-binding** mediation as a condition precedent to **any other form of binding dispute resolution, as provided herein.** 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.

§ 8.2.2 The Owner and Architect shall endeavor to resolve **Claims**, disputes and other matters in question between them by **non-binding** 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 Agreement. A request for mediation shall be made in writing, delivered to the other party to this 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 **as provided herein**, 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 **the request for mediation**, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The **non-binding** mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation and set forth in writing signed by authorized representatives of the parties, and in accordance with applicable law, shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

[☒] Litigation **by a non-jury trial** in a court of competent jurisdiction

The Owner and Architect waive their rights to a trial by jury and agree that any Claim that is litigated shall be done so in a court having jurisdiction over the parties and the subject matter and shall be by bench trial.

If the Owner and Architect do not select a method of binding dispute resolution, 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.

§ 8.3 Intentionally deleted.

§ 8.3.1.1 Intentionally deleted.

§ 8.3.2 Intentionally deleted.

§ 8.3.3 Intentionally deleted.

§ 8.3.3.1 Intentionally deleted

§ 8.3.4 Intentionally deleted.

§ 8.3.4.2 Intentionally deleted.

§ 8.3.4.3 Intentionally deleted.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, after written notice of default and fourteen (14) days in which to cure, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. 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 Owner shall pay the Architect 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.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to **the date of the notice of such suspension and all reimbursable expenses**. When the Project is 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.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than **fourteen (14) days'** written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. **PROVIDED, however, that the defaulting party shall have fourteen (14) days from the date of such notice to cure any specifically noticed failure to substantially perform. If the cure of such material failure to perform cannot be completed within the such 14-day period, then so long as the defaulting party shall have undertaken a good faith effort to effect such cure, and such cure will be completed within a reasonable time after the good faith effort has been undertaken, then the other party shall not have the right to terminate this Agreement.**

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of Design Sub-Consultant agreements.

§ 9.7 Intentionally deleted.

§ 9.8 Intentionally deleted.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, as amended by Supplementary General Conditions and other Conditions, if any.

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

§ 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 this 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 this Agreement.

§ 10.5 Nothing contained in this Agreement 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 this 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 Upon written approval of the Owner, which approval will not be unreasonably withheld, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials, except approval is not required to include such materials in proposals the Architect submits to its prospective clients. The Architect shall be given reasonable access to the completed Project 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 Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other

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person to the extent permitted by law, except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after seven (7) days' written notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information 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 invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§10.10 Tax Credits. The Project, or part or all of the Project or Work, may qualify for tax benefits arising from or related to the energy efficiency, energy efficiency rating, or energy efficiency score assigned to the Project or Work by the relevant taxing authority. These tax benefits include, without limitation, Internal Revenue Code §179D and other federal, state or local tax benefits, as established by those authorities having jurisdiction over such benefits (hereinafter the "Tax Benefits."). These Tax Benefits may take various forms, including without limitation, accelerated depreciation for commercial, multifamily, and publicly owned facilities. The Owner is unable to benefit from the Tax Benefits because it is a unit of local government and pays no taxes. The Owner acknowledges that the Architect is the primary designer of the features that result in the increased energy efficiency that render the Tax Benefits available. As allowed by the IRC 179D law the Owner will allocate the Tax Benefits to the Architect at the commencement of construction and will execute the attached 179D Client Allocation Form (Exhibit to this Agreement). The Owner shall not assign any Tax Benefit arising from or related to the Project, Work, or any part of the Project or Work to any other party.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Fee will be a lump sum fee based on either 5 percent (%) for New Construction or 5.5 percent (%) for Addition/Renovation of the final Cost of the Work (defined in Section 6.1) approved by the Owner at the time of submission of Plancon F/Part 2 under new PlanCon format.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

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

A lump sum proposal as agreed to by the Owner and Architect, or for hourly additional services at the billable rates as identified in §11.7. Compensation for services rendered by Architect's Design Sub-Consultants shall be based on a multiple of ten percent (10%) the amounts billed by the Design Sub-Consultants.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

A lump sum proposal as agreed to by the Owner and Architect, or for hourly additional services at the billable rates as identified in §11.7. Compensation for services rendered by Architect's Design Sub-Consultants shall be based on a multiple of ten percent (10%) the amounts billed by the Design Sub-Consultants.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s Design Sub-Consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus **ten percent (10%)**.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty-Five	percent (25	%)
Design Development Phase	Thirty-five	percent (35	%)
Construction Documents Phase	Twenty	percent (20	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Fifteen	percent (15	%)
Total Basic Compensation	One Hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. Subject to the foregoing, the Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect are set forth below. The rates shall be adjusted in accordance with the Architect’s normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Director	\$260
Senior Project Manager	\$180
Construction Administration Representative	\$150
Project Manager	\$145
Project Architect	\$135
Senior Project Architectural Coordinator	\$130
Code Operations Manager	\$130
Interior Design Project Manager	\$125
Graduate Architect	\$120
Project Architectural Coordinator	\$115
Senior Interior Designer	\$110
Administration	\$ 90
Architectural Staff	\$ 65

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence approved by Owner;
- .2 **Intentionally deleted;**
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots;
- .5 Postage, handling, and delivery;
- .6 **Intentionally deleted;**
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Intentionally deleted;

- .9 Intentionally deleted ;**
- .10 Intentionally deleted ;**
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,**
- .12 Project subscription to web-based construction administration service; and**
- .13 Other similar Project-related expenditures.**

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's Design Sub-Consultants plus **five** percent (**5** %) of the expenses incurred.

§ 11.9 Intentionally deleted:

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of **Zero (\$0.00)** shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of **(\$)** shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed and approved by the School Board. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **forty-five (45)** days after the invoice date (assuming timely delivery of invoice and receipt by Owner) 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.)

10 % Ten Percent Annual, not compounded.

§ 11.10.2.2 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.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§12.1 The Architect shall perform the services under this Agreement with the care and skill ordinarily used by members of the Architect's profession practicing under similar conditions at the same time and in the same locality. The Architect's total liability shall not exceed the amount paid on behalf of the Architect by their insurers in settlement or satisfaction of the Owner's claim under the terms and conditions of the Architect's professional insurance or policies applicable thereto.

§12.2 If the Owner for any reason fails to pay the undisputed portion of the Architect's invoice within 45 days of presentation, subject to written notice and opportunity to cure under §9.1, Architect shall have the right to cease work on the project and Owner shall waive any claim against Architect and shall defend and indemnify Architect from and against any claims for injury or loss stemming from Architect's cessation of service.

Owner shall also pay Architect the cost associated with premature project demobilization. In the event the project is remobilized, the Owner shall also pay the cost of remobilization, and shall renegotiate appropriate

contract terms and conditions, such as those associated with budget, schedule, or scope of service.

In the event any bill or portion thereof is disputed by the Owner, the Owner shall notify the Architect within twenty (20) days of receipt of the bill in question, and Owner and Architect shall work together to resolve the matter within sixty (60) days of it being called to the Architect's attention.

§12.3 In order to complete the Owner's Requested Supplemental Services as identified in §4.1 of this Agreement, the Owner recognizes the Architect shall assist the owner to obtain the necessary consultants required for the project. The owner must retain the services of consultants (hereinafter the "Owner's Consultants") who will provide the Owner Requested Supplemental Services.

The Owner agrees to pay for the Owner Requested Supplemental Services.

- .1 The Owner expressly acknowledges that the Architect assumes no liability whatsoever for any work or service performed by the Owner's Consultants, including any and all general, special or consequential damages caused by or resulting directly or indirectly from any act or omission of whatever nature by the Owner's Consultant.
- .2 Owner expressly agrees to release the Architect from any and all damages of whatever nature or kind directly or indirectly resulting from any act or omission of whatever nature by the Owner's Consultants. Owner further agrees not to seek reimbursement from the Architect for any damages or costs Owner incurs as a result of any act or omission by the Owner's Consultants.
- .3 The Architect hereby assigns to Owner any and all rights and claims of any nature whatsoever against each and every Owner's Consultant that may arise out of, from, or as a result of any services provided by any such Owner's Consultant in connection with the above referenced project. Provided, however, that the Architect reserves the right to participate in any action against an Owner's Consultant to the extent that the Architect suffers any actual harm as a result of any act or omission on the part of any Owner's Consultant.
- .4 Owner agrees that no litigation will be instituted against the Architect to recover any damages of whatever nature or kind directly or indirectly resulting from any act or omission of whatever nature by the Owner's Consultants. To the extent that the Owner should seek to join the Architect in any such proceeding, the Architect shall be entitled to be immediately released from such proceeding, and the Owner shall pay all of the Architect's costs, including reasonable attorney's fees, incurred in enforcing this provision.
- .5 Notwithstanding any other language contained herein, Architect reserves the right to object to any Owner's Consultant if, in the Architect's reasonable discretion, the Owner's retention of any such Consultant will expose the Architect to any potential liability. Should the Architect make such a determination regarding any such Owner's Consultant, the Architect will nevertheless work with such Owner's Consultant according to the terms of this Agreement if the Owner agrees in writing to fully indemnify the Architect from and against any and all claims or damages that may arise against the Architect as a result of the retention of the Owner's Consultant.

§12.4 BUILDING INFORMATION MODEL (BIM)

§12.4.1 Definition: A Building Information Model(s) is a digital representation of the physical and functional characteristics of the Project. "Building Information Modeling" means the process and technology used to create the Model.

§12.4.2 Level of Development: The Level(s) of Development (LOD) describes the level of completeness to which the Model is developed.

§12.4.3 Coordination and Conflicts: Where conflicts are found in the Model, regardless of the phase of the Project or LOD, the discovering party shall promptly notify the Model Author(s). Upon such notification, the

Model Author(s) shall act promptly to mitigate the conflict.

§12.4.4 Model Ownership: In contributing content to the Model, the Model Author does not convey any ownership right in the content provided or in the software used to generate the content. Unless otherwise granted in a separate license, any subsequent Model Author's and Model User's right to use, modify, or further transmit the Model is specifically limited to the design and construction of the Project, and nothing contained in this Exhibit conveys any other right to use the Model for another purpose.

§12.4.5 Model Management: The Architect will manage the Model from the inception of the Project.

§12.5 BUILDING INFORMATION MODEL (BIM) – LEVELS OF DEVELOPMENT (LOD)

§12.5.1 LOD 100

§12.5.1.1 Model Content Requirements. Overall building massing indicative of area, height, volume, location, and orientation may be modeled in three dimensions or represented by other data.

§12.5.2 LOD 200

§12.5.2.1 Model Content Requirements. Model Elements are modeled as generalized systems or assemblies with approximate quantities, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements.

§12.5.3. LOD 300

§12.5.3.1 Model Content Requirements. Model Elements are modeled as specific assemblies accurate in terms of quantity, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements.

§12.5.3.2 Authorized Uses

§12.5.3.2.1 Analysis. The purpose of the Model to be generated for this Project is to assist in identifying and resolving building element conflicts and during the design phase.

§12.5.3.2.2. Authorized Uses. Upon Project delivery to the Owner, the Model will be provided to, and may be used by the Owner for their purposes in using, maintaining, altering or adding to the Project in the future. The Model is not intended and shall not be used for estimating, bidding or shop drawing and other construction-related purposes.

§12.6 GRANT APPLICATIONS – DISCLAIMER OF LIABILITY AND INDEMNITY AGAINST COSTS

§12.6.1 In the event the Owner intends, as a part of the Project, to apply for one or more grants from one or more governmental or private entities in an effort to secure all or a portion of the funding necessary to complete the Project, Owner has requested that Architect cooperate with and assist the Owner or Owner's agents as the Owner applies for such grants. Architect has agreed to cooperate with and assist the Owner in such processes.

§12.6.2 Owner acknowledges that whether the Owner qualifies for any grant is not dependent on the skill, knowledge, or expertise of the Architect or the professional services Architect provides to Owner. Owner also acknowledges that the Architect's scope of work and professional services provided to Owner do not include any representations regarding whether Owner qualifies for any grant. Owner acknowledges that Architect has made no representations or warranties whatsoever regarding Owner's ability to secure any grant from any entity whatsoever.

§12.6.3 Owner acknowledges that Architect assumes no liability whatsoever that may arise from or be related to the award or denial of any grant for which the owner applies. Architect hereby disclaims any liability, and any and all warranties, express or implied, regarding owner's qualification for any grant whatsoever. Owner agrees to indemnify and hold architect harmless from and against all damages, including without limitation, attorneys' fees and costs, arising out of or related to any claim based on owner's application for, or receipt or denial of, any grant. Should owner or any agent of owner name architect as a defendant or respondent in any litigation, arbitration or mediation relative to the owner's receipt of or failure to receive any grant, owner shall

pay all architect's costs incurred in defending such action, including without limitation, all architect's attorneys' fees.

§12.7 Change Orders can be expected during the construction process. The Architect's Lump Sum fee is based upon the Total Cost of the Work as defined in Article 6, and such Cost of the Work includes a contingency for change orders. Therefore, there shall be no additional payment to the Architect for its work on change orders, except to the extent an "Owner Requested Change Order" or an "Unforeseen or Concealed Condition Change Order" involves a substantial alteration to the Project and requires time by the Architect that is disproportionate to the Architect's fee on the change order contingency.

Subject to the above, the following categories define the Owner's and Architect's responsibilities as to change orders:

- .1 Owner Requested Change Order.** Owner Requested Change Orders are for additional work requested by the Owner. The Owner shall pay the Contractors' cost for performing such change orders as provided in the Contract Documents. There will be no additional fee to the Architect, unless an Owner Requested Change Order involves a substantial alteration to the Project and requires time by the Architect that is disproportionate to the Architect's fee based on the change order contingency included in the Lump Sum fee.
- .2 Unforeseen or Concealed Conditions Change Order.** When the Architect has used reasonable care in evaluating existing drawings and field conditions, but during construction discovers that existing conditions are not in accordance with the Construction Documents and therefore require additional work or cost by the Contractors, the cost of performing such additional work shall be paid by the Owner as provided in the Contract Documents. There will be no additional fee to the Architect, unless an Unforeseen or Concealed Condition Change Order involves a substantial alteration to the Project and requires time by the Architect that is disproportionate to the Architect's fee based on the change order contingency included in the Lump Sum fee.
- .3 Value Added Change Orders.** Occurs when the Architect incorrectly designs or specifies an item in the Construction Documents or negligently omits an item from its design or specifications, where the correct design or specification would have resulted in value being added to the Project and presumably a higher bid. The Architect will receive no compensation for its services associated with value added change orders. Liability of the Architect for higher cost of having such work priced through change orders instead of through the bidding process shall be determined in accordance with its legal duties.
- .4 No Value Change Orders.** No Value Change Orders occur when the Architect incorrectly designs or specifies an item in the Construction Documents or negligently omits an item from its design or specifications, where the correct design or specification would have added no additional value to the Project and where there are costs associated with correcting the Architect's error. The Architect will receive no compensation for its services associated with No Value Change Orders. Liability of the Architect for higher costs associated with replacement or correction of the defective item shall be determined in accordance with the Agreement's Dispute Resolution procedures.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1** AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

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Not applicable

- 3** Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Not applicable

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Architect's Technical and Fee Proposal dated March 27, 2023

- 4** Other documents:
(List other documents, if any, forming part of the Agreement.)

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

Derry Township School District

DocuSigned by:

Terrence A. Singer, School Board President

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OWNER (Signature)

Terence A. Singer

(Printed name and title)

Crabtree, Rohrbaugh & Associates

DocuSigned by:

John Beddia

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ARCHITECT (Signature)

John A. Beddia, AIA
Managing Partner

(Printed name, title, and license number, if required)

ATTEST:



G. Douglas Rohrbaugh, Secretary

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All-in!

NEWSLETTER

Executive Director's Report | October 2023



CAIU Board of Directors

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Executive Director

Dr. Kevin Roberts
Assistant Executive Director

Maria Hoover
Director of Educational Services

Dr. Andrew McCrea
Director of Student Services

Daren Moran
Director of Business and Operations

David Martin
Director of Technology Services

Blake Wise
Manager of Human Resources

Our Mission

CAIU provides innovative support and services in partnership with schools, families, and communities to build capacity and model courageous leadership to help them be great. #BeGreat

Our Vision

Recognized as a trusted and influential partner in achieving life-changing outcomes in the Capital Area. #ChangingLives

Inside this issue

- 3 From the Executive Director's Desk: Thinking Bigger: Partnering in Our Region to Change Lives
- 4-5 Good Instruction is Good Instruction: The Universal Key to Effective Learning
- 6-7 Noteworthy: Embracing Whole Person Wellness: Nurturing Mind, Body, and Finances
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- 10 Training and Events; Opportunities To Do Good
- 11 New Hires; Compliment Corner



On the Cover: CAIU Social Workers at the Pennsylvania Association of School Social Workers Personnel Conference

Do you have a story about staff or students living our values out loud, being great, and changing lives? Share your Giving Voice to Our Values stories, student successes, #begreat and #changinglives moments and more! Email stories for All-In or social media to communications@caiu.org.

Deadline for November All-In: Friday, October 20

All-in!
NEWSLETTER

Executive Director Report
All-In! Newsletter
October 2023
2023-2024, Issue 4
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CAIU Main Office
55 Miller Street
Enola, PA 17025
www.caiu.org
Email: info@caiu.org
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Thinking Bigger

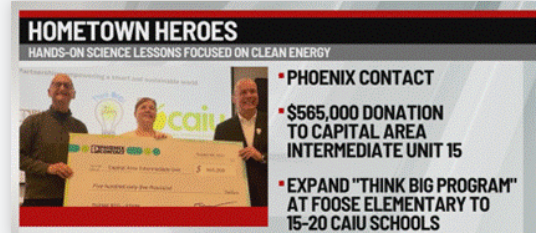
Partnering in Our Region to Change Lives



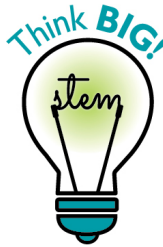
Andria S. Saia

Dr. Andria Saia (she/her/hers)
Executive Director

If you were watching ABC27 news on Friday, Oct. 6, you might have caught the brief news story about the kick-off of a new program in our region. Phoenix Contact, an industry leader in engineering, manufacturing, and renewable energies, chose the CAIU as the perfect partner to take their "Think BIG!" project and literally think bigger with a plan to develop the program for implementation by other schools and businesses.



Think BIG! is the product of big thinking and even bigger commitment to community. As part of its 100th anniversary as a company, the staff at Phoenix Contact were asked to think about how they could increase community impact. From this brain storm, Think BIG! was born. Partnering with Harrisburg School District, the decision was made to target their program to fourth grade students. Why fourth grade? You might think it is because of the research that demonstrates that career awareness, ability, beliefs and thoughts about "what you want to be when you grow up" are formed in early elementary grades, and you would be partially right. In fact, the engineers behind Think BIG! all identified the moment the light went on for them around engineering and it was just about fourth grade for each of them.



Think BIG! represents one of many opportunities for businesses and schools to partner around the topic of renewable energies in a series of fourth grade lessons delivered by the employees of the partnering business in conjunction with the school staff. In the case of Phoenix Contact and Harrisburg, Engineers, Quality Control

Specialists and others work with all of the fourth grade classes around wind energy and solar energy. Students learn the scientific method, learn how to form a hypothesis and then test their theories with hands-on practice. At the end of the year, students present their work and findings to the students in the younger grades, as well as, part of a science fair. The lessons around renewable energies are really only part of the partnership. Students gain so much more from working with staff from Phoenix Contact: Mentoring, career exploration, confidence in their abilities to engage in true scientific experiments, and the knowledge that there is an exciting career waiting for them in any of the many stem fields, no matter what they choose.

The benefits to schools of such a partnership seem obvious but you might wonder, what is in it for the businesses? Research demonstrates that community partnerships like this benefit businesses by enhancing their community image and increasing their attractiveness as an employee of choice, increasing job satisfaction for current employees, and the satisfaction of positively impacting students by extending the classroom into the world of work and careers, not to mention the ability to access, inform, and prepare tomorrow's potential employees. 🍏

Why Think Bigger?

The amazing impact Phoenix Contact has on the fourth graders at Foose Elementary was not enough for them. As part of its 100th anniversary, Phoenix Contact wanted to expand its impact. In an amazing act of generosity and commitment to all the communities of our region, Phoenix Contact thought the best way to increase the impact it has is to provide the funding to create a model that expands Think BIG! by replicating the program across the region to include more schools and businesses.

Why the CAIU?

Thanks to the leadership, expertise, innovation and partnership we are known for, Phoenix Contact felt the CAIU was the perfect partner to develop the program for use around the region.



What's next?

This year the CAIU has an ambitious plan for developing the program and curriculum, as well as identifying businesses and schools to implement the program with a Fall 2024 kick-off. If you are a business or a school interested in partnering, please email us at ThinkBig@caiu.org to get involved.

Email Us!

Good Instruction is Good Instruction

The Universal Key to Effective Learning

By Maria Hoover, Educational Services Director

The phrase “Good Instruction is Good Instruction” may sound self-evident, but its significance cannot be overstated. Whether you’re a teacher, student, or lifelong learner, the quality of instruction plays a pivotal role in the learning process and overall experience of adults and children. It is not enough to simply provide information; effective instruction is an art that requires skill, intention, and a deep understanding of the learners’ needs. So, what makes good instruction good? In this article, we will delve into what makes good instruction universally essential for effective learning. The Educational Services Training and Consultation team has planned and provided training to regional district leadership and teachers around not only the importance and impact of good instruction but also what it looks, sounds, and feels like for the learner.

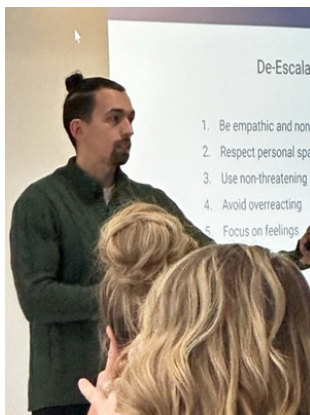
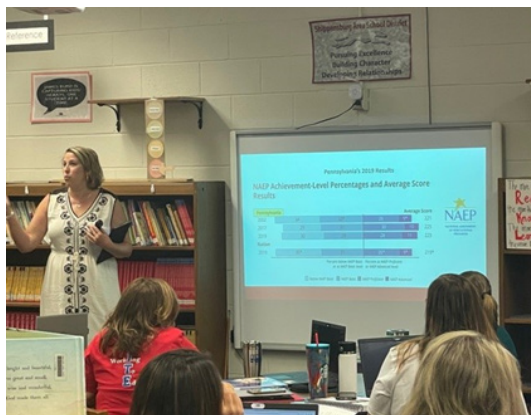
One of the foundational principles of good instruction is clarity. Clear communication is essential to ensure that learners understand the material being taught. A high-quality curriculum and structured lesson plans are critical components of this clarity. When learners can see the logical progression of topics and tasks, it becomes easier to connect the dots and build their knowledge systematically.

Good instruction captures and maintains learners’ attention by making the content engaging and relevant. An instructor who can relate the material to real-life situations, current events, or the learners’ interests can spark curiosity and motivation. When learners see the

practical applications of their studies, they are more likely to be invested in the learning process.

The ability to convey information effectively is at the heart of good instruction. Instructors should use consistent language and encourage questions and discussions. Good communication extends beyond words; it also involves non-verbal cues, active listening, and empathy for the learners’ perspective. Not all learners are alike. They come from diverse backgrounds, possess varying levels of prior knowledge, and have different learning needs. Effective teachers recognize these differences and incorporate differentiation strategies. This may include adapting teaching methods, providing additional resources, or offering extra support to students who may be struggling. Good instruction includes a feedback loop. Regular assessments and constructive feedback are essential for learners to gauge their progress, identify areas for improvement, and make necessary adjustments. Assessments should align with the learning objectives and be designed to measure understanding and application rather than rote memorization.

Active learning is a hallmark of effective instruction. It encourages learners to engage with the content, whether through discussions, group activities, hands-on experiences, or problem-solving exercises. Active learning fosters critical thinking skills, helps with retention, and promotes a deeper understanding of the subject matter.



Good instruction is the cornerstone of the educational process and shapes a student's understanding of the world. It is incumbent upon us to train teachers and staff to maximize learning outcomes. When learners receive well-structured, engaging, and effective instruction, they are more likely to comprehend and retain information. This leads to improved academic performance and skill development. Quality instruction not only imparts knowledge but also cultivates a love for learning. When learners experience success and satisfaction in their educational pursuits, they become more enthusiastic about expanding their horizons and pursuing further education and personal growth. Through clear communication, constructive feedback, and tailored support, good instruction builds learners' confidence. As they master new concepts and skills, students gain the self-assurance to tackle increasingly complex challenges. Good instruction goes beyond theoretical knowledge; it equips learners with practical skills and the ability to apply their knowledge in real-world scenarios. This prepares them for success in their careers and personal lives, where problem-solving and critical thinking are highly valued. Perhaps the most profound impact of good instruction is its role in fostering a lifelong love for learning. When individuals experience the benefits of effective instruction, they are more likely to continue seeking new knowledge and skills throughout their lives, adapting to changing circumstances and pursuing personal and professional growth.

In a world where learning is an ongoing journey, good instruction serves as the foundation upon which knowledge and expertise are built. Its core principles, including clarity, engagement, effective communication, differentiation, feedback, and active learning, transcend educational settings and apply universally. Whether you are a teacher striving to empower your students, a student seeking to excel academically, or a lifelong learner eager to explore new horizons, recognizing and championing good instruction is the key to unlocking your full potential. Remember, good instruction is not just a concept; it is the universal bridge that connects learners to the vast world of knowledge and possibilities.

Training and Consultation Professional Development Opportunities that are directly relevant to the article:

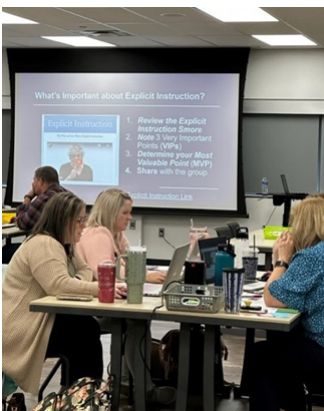
High Impact Strategies for ALL Learners: As part of the student teaching requirements for preservice teachers interning in IU 15 regional school districts, students must complete High Impact Strategies training led by the CAIU. Educational Consultants provide training and resources proven through research and implemented by highly effective teachers. Topics include setting learning intentions, active engagement, MTSS, social-emotional learning, learner variability, instructional and assistive technology, soft skills, teacher effectiveness, and professional learning feedback. This workshop is offered several times throughout the year to prepare preservice teachers.

Universal Design for Learning: The Universal Design for Learning (UDL) is a framework to improve teaching and learning, ensuring equitable opportunities for all learners. The TaC team offers several professional learning options that focus on implementing UDL as a foundation for the why, what, and how of learning.

Multi-Tiered Systems of Support: Pennsylvania encourages schools to implement MTSS, a standards-aligned, comprehensive school improvement framework to enhance student outcomes. The TaC team provides differentiated training for schools implementing a Multi-Tiered System of Support (MTSS) framework. MTSS training is offered to district and school teams at the district and building level for both elementary and secondary teams.

Learning Engagement and Environment: The TaC team has several professional development offerings to support student learning by addressing the learning environment for students. Topics include positive behavior support, classroom management, behavior data analysis, and culturally relevant practices to support the engagement of all learners.

Structured Literacy: The TaC team is offering a Structured Literacy Train the Trainer workshop to help districts build capacity and meet the Structured Literacy requirements in Chapter 49. This training addresses the key components and essential elements of implementing a structured literacy approach to reading instruction. Evidence-based practices and strategies for the foundations of literacy and how all educators can utilize explicit, systematic instruction to deliver instruction are highlighted. 🍏





Embracing Whole Person Wellness

Nurturing Mind, Body, and Finances

By **Daren Moran**, *Director of Business & Operations*

In our fast-paced world, it's easy to overlook the intricate connection between our mental, physical, and financial well-being. However, achieving a harmonious state of Whole Person Wellness is essential for a fulfilling and balanced life. This holistic approach encompasses mental clarity, physical vitality, and financial stability, synergistically working together to create a foundation for a thriving existence.

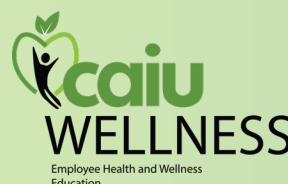
The concept of Whole Person Wellness was new to me until a recent discussion with our banking partners at PNC. Whole Person Wellness is a comprehensive approach to health and well-being that considers all aspects of an individual's life. It acknowledges that a person's health is influenced by various interconnected factors, including their physical, mental, emotional, social, and even spiritual well-being.

Neglecting one aspect of health can have a cascading effect on other areas. For instance, chronic stress (affecting mental and emotional well-being) can lead to physical health issues.

Similarly, financial stress can impact mental and emotional well-being.

In essence, Whole Person Wellness encourages individuals to take a balanced and integrated approach to their health. It emphasizes that true wellness involves more than just the absence of illness; it encompasses thriving in all dimensions of life.

The CAIU has a very active Wellness Committee that offers opportunities for mental and physical wellbeing. Keep your eyes open for all of the communication they send through email and check out their section on CAIU Connect for more information.



**Learn more
about CAIU
Wellness here!**

The reason for my article this month is to focus on the financial well-being aspect of Whole Person Wellness. Financial Wellness refers to the state of one's overall financial health and stability. It encompasses the ability to effectively manage one's financial resources, make informed financial decisions, and achieve a sense of financial security and freedom. Financial wellness goes beyond just the accumulation of wealth; it includes the capacity to meet current financial needs, plan, and navigate unexpected expenses or emergencies.

What's next? In the upcoming months, we will be sharing information on Financial Wellness and providing opportunities for staff to participate in sessions that help them take better control of this aspect of Whole Person Wellness. We will be working closely with our banking partners at PNC to give employees access to a wealth of information and knowledge around topics such as Banking Basics, Making Budgets Work, Considering Home Ownership, Understanding and Improving Your Credit Score, Early Career-Creating Your Financial Foundation, Identity Theft, Mid to Late Career - Strengthening Your Financial Foundation, Preparing for Financial Emergency, Retirement-Planning For Your Future, Tackling Healthcare Costs in Retirement, Teaching Kids Smart Money Choices, just to name a few. These sessions will be available either in person or online to meet everyone's busy schedule. All sessions will be offered at no cost to employees and you don't even need to have an account with PNC.

Financial Wellness is not solely about accumulating wealth but rather about achieving a balanced and sustainable financial life. It allows individuals to feel in control of their financial situation, reduce financial stress, and have the resources to pursue their goals and aspirations. Ultimately, it empowers individuals to make choices that align with their values and long-term objectives. We care about your financial wellbeing and look forward to sharing more financial wellness benefits with you soon! 🍏

7 in 10

employees are under financial pressure, and it negatively impacts their work

45%

feel unprepared for the future and most have no plan to fix it

80%

say financial wellness benefits may make them want to stay at their current employer

22%

worked with a financial professional in the last three years

A Note of Gratitude

From Capital Area Head Start (CAHS) to the CAIU

I received four large boxes of personal care items for families. This was amazing! These items are always in such high demand for families. Thank you so much for your kindness. We are genuinely appreciative. At CAHS, we truly believe it takes a community to raise a child. If there are ever endeavors that we can additionally support CAIU with, please let us know.

Respectfully,

Amber Coleman

Associate Executive Director, Capital Area Head Start

Jackie Shubert, Early Intervention Speech Language Pathologist, led a service project with Kerri Richardson, Cheryl Straw, Pam Topper, Dina Duffy, Shannon Gerhards, Kate Manley, Christine Schumber, Heidi Haas and Meghan Harvey to support families at CAHS.



Situational Awareness

Points2Ponder

- ▶ What types of emergency drills do we do at the CAIU?
- ▶ What am I expected to do in each type of drill?
- ▶ What does it mean to be situationally aware during a drill?

Scan the QR code to learn more!



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OR A FRIEND

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WWW.CAIU.ORG/EMPLOYMENT

AND WE'LL
PAY YOU **\$250***

* YOU WILL RECEIVE A **\$250.00 AMAZON GIFT CARD** AFTER
THE NEW EMPLOYEE HAS BEEN SUCCESSFULLY ONBOARDED.

 **caiu**
Capital Area Intermediate Unit

CLICK HERE
FOR DETAILS

Mission Moments

On Saturday, September 28, more than 45 CAIU employees, families, and friends joined together to support the annual 2023 Harrisburg Out of the Darkness Walk for suicide prevention. The CAIU team's hard work, compassion, and enthusiasm made a significant impact and helped to make the event a resounding success! Together, they took important steps toward raising awareness about suicide prevention, offering hope to those who need it most, and remembering loved ones lost.

The team has raised more than \$1,000 and the Harrisburg OOTD Walk as a whole has raised more than \$110,000!!! Event day donations/funds will be spent on suicide prevention education, advocacy, research, and connection opportunities.

Your efforts and the generosity will continue to make a remarkable difference in the fight to end suicide.



CAIU's participation in this event started 5 years ago when Kelly Morris, Todd Witters, and Mitzi McKenzie offered to join Sheila Petersen at the walk and formed a team. What began as a simple act of kindness evolved into an annual tradition and eventually a meaningful service project!

In 2021, there were **18** CAIU volunteers; in 2022, that number grew to **20**; and this year, in 2023, we had a remarkable **46** volunteers! Our CAIU Staff, Family & Friends walk team continues to expand as well.

FAREWELL

As my term winds down after 33 years as a school director, I wanted to acknowledge the many people I have had the privilege of working with through the years. Each experience showed to me your **passion** for public education, your **expertise**, and your **willingness** to work for every student that crosses your path. Thank you to each one of you for making great memories that will last a lifetime for me. It has been a pleasure and an honor to serve as a school director for the CAIU. May you continue to make the CAIU a great place to be.

- Jean Rice, CAIU Board President and West Perry School Director



Training and events



The Capital Area Intermediate Unit (CAIU) hosts numerous innovative events and conferences throughout the year. Our team of consultants, staff, and specialists values and supports lifelong learning.

All events and conference offerings are available in the [Frontline Registration System](#) or in Eventsforce.

Check out our [Events & Conference](#) page often to see what opportunities are available to you!

Here are some of our upcoming trainings:

11/3/2023 - [Issues in Autism](#)

Audience: Any educator wanting to support neurodivergent individuals

What does it mean to be neuro-affirming, do we use person-first or identity-first language, are social skills an appropriate topic for school? We will provide a virtual space to share your experiences, resources and perspective on these and other topics.

11/3/2023 - [Accelerating Language Acquisition Among Beginning Language Learners](#)

Audience: ESL Teachers

11/3/2023 - [Scaffolding Instruction for EL's in Your Classroom](#)

Audience: All Teachers

11/7/2023 - [\(TIPS\) Team Implemented Problem Solving - Cohort 2](#)

Audience: District Coaches, Principals, Teachers

11/9/2023 - [Math Nation](#)

Audience: Algebra 1, Algebra 2, and HS Geometry teachers, administrators

11/17/2023 - [Engaging Everyone: Strategies and Tips for the Inclusive Teacher](#)

Audience: Instructional Coaches, General Education Teachers, Special Education Teachers, Administrators, and anyone who designs instruction for students



Opportunities to *do good*

CAIU staff are encouraged to give back to the community by participating in a CAIU Service Project. These projects must be completed after July 1 and on or before our CAIU All Staff Day in January. In exchange for your participation, you get the afternoon of All Staff Day off! Service projects are not just about doing good things, they are also about building relationships and community.



ALL STAFF DAY **Kid's Shop at Fort Hunter** *Multiple dates/times available in December!*

Audience: CAIU Staff

Helpers will serve as "elves" to assist children in shopping for gifts for family members. Other "elves" will help with wrapping gifts in gift bags. Seasonal attire is welcome!

[Sign Up Here!](#)



ALL STAFF DAY **Live Nativity Participation** *Multiple dates/times available in December!*

Audience: CAIU Staff

Help with the production of a Live Nativity display. Your participation will include set-up/clean-up, assisting with costumes, greeting and directing spectators, serving hot chocolate and cookies, and assisting with the live animals during the event.

[Sign Up Here!](#)



ALL STAFF DAY **Wreaths Across America** *December 16, 2023*

Audience: CAIU Staff

Volunteers will lay wreaths on the graves of US service men and women who are interred there. A small ceremony precedes the laying of wreaths.

[Sign Up Here!](#)

[Click HERE for CAIU Service Project Process and Forms](#)

Welcome *New Hires!*

ibelong
@caiu



Taylor Brown is a Visually Impaired Teacher at the Enola office. Her favorite animal is the koala.



Troy DeWitt is a Network Engineer at the Enola office.

Lucinda Glinn is an EPP at Hill Top Academy. Her nieces call her a "Big Kid."



Joseph Guty is an EPP Hill Top Academy. One of his former bosses is the wife of Paul McCartney (The Beatles).



Colin Hoy is a COTA at the Enola office. He has 2 dogs.



Hillary Krokono is a D/HH Teacher at Conewago. She loves being outdoors, especially kayaking and hiking.



Ana Luciano is an EPP at CVHS. She loves dogs, kids, and fall weather.



Taylor Nickum is an EPP at Hill Top Academy. She's gone skydiving.



Tori Parks is a Digital Graphic Designer at the Enola office. In her spare time, she creates and sells illustration art.



Lisa Pellman is a Lead Transition Coach at the Enola office. She loves to travel with her family.



Auryauna Salley is an EPP at Cougar Academy. She has over 30 children who call her Auntie.



Samantha Thomas is an EPP at Hill Top Academy. She has dual citizenship (USA and UK).



LeAnn Weed is a LTS School Counselor at Trinity. She likes to kayak and go to the beach.



Nathan Weldon is a Teacher at Cougar Academy. He runs personal basketball training.

YOU'RE *one of* US NOW

Compliment Corner!

#ChangingLives

Here at CAIU we like to brighten someone's day with a compliment. CAIU Compliments is a Capital Area Intermediate Unit initiative that allows CAIU staff the opportunity to share words of thanks, tout successes, or tell a story about what makes us great as an organization, our people.

#Dedication

Carolyn Yoder, Speech-Language Pathologist

I reached out to Carolyn about a student (who is not on her caseload). I needed guidance on how to address social-pragmatic skill deficits. Carolyn went above and beyond with providing me resources! Carolyn is an exceptional SLP who we are VERY lucky to have at the CAIU!

- Kristen Kimsey, Educational Consultant

#Partnership

Jamie VanMeter, School Social Worker

I have, many times, gone to Jamie with a need or question, and she has, without hesitation, responded by going above and beyond to assist. I value her trustworthiness, commitment to our program, schools, and students, and am in awe of her drive to help. We are better with Jamie on our team!

- Lindsey Waters, ANPS School Counselor



Due to the generous support of Catherine Hershey Schools and the efforts of the CAIU Imagination Library committee members, we are now opening Dolly Parton's Imagination Library in Dauphin and Perry Counties.

INSPIRE

EDUCATE

SUPPORT



Scan the QR code to learn more about Dolly Parton's Imagination Library!

CAIU BOARD HIGHLIGHTS

*The following actions were taken at the **October 26, 2023** meeting, held in the Board Room of the Capital Area Intermediate Unit.*

Click [HERE](#) for the Board Agenda & Attachments

Our Mission: Provides innovative support and services in partnership with schools, families, and communities to build capacity and model courageous leadership to help them be great. #BeGreat

Our Vision: Recognized as a trusted and influential partner in achieving life-changing outcomes in the Capital Area. #ChangingLives

REPORTS/UPDATES

- **Announcement of CAIU Retirees**
 - The CAIU Board of Directors announced the following October 2023 CAIU Retirees: *Laura Spangenberg*, Inclusion Consultant, retirement after 26 years of service. *Jody Forney-Cole*, Behavior Consultant, retirement after 12 years of service.
- **CAIU Team Reports/Updates:**
 - **Dr. Andrew McCrea, Director of Student Services**, recognized the retirement of Laura Spangenberg and Jody Forney-Cole. Laura has been an Inclusion Consultant for our Early Intervention program since the 1990s working with teachers of our 3-5 year old students who were in need of inclusion supports in private preschool settings. Jody has worked in the ELECT program, which is a state funded program that focuses on providing supports to pregnant/parenting teens; to help them with parenting skills and to graduate from high school. This program has been very impactful making connections across many community agencies. Staffing update: We have seen a definite difference this year from last year with staffing. We have filled many vacant positions but still have a number of open positions that we will continue to work to fill. Programming update: the front cover of the *All In* Newsletter highlights some of our social workers. We employ 31 social workers making us one of the largest in our region. Dr. McCrea also reported that we have had a change in leadership at Hill Top who is putting an emphasis on developing programs and working with experts to help support the emotional needs of our students. In addition, in November, he will start looking at budgets and rate setting for next year.
 - **Blake Wise, Human Resources Manager**, reported that last year during the months of July, August and September we hired 43 new employees and 23 employees separated. This year we hired 60 new employees and separated 15, creating a difference of 25 more employees retained this year over last. Open enrollment starts on Wednesday and we will be using our new Paycom system. We are also transitioning our staff recruitment from Frontline to the Paycom system by mid-November. We have started to post all new positions in Paycom and currently have 16 open positions.
 - **Maria Hoover, Director of Educational Services**, was unable to attend but attached several information items for the Board's review: **Principal's Network** flyer– sessions for principals to network and grow professionally designed to fit in with their busy schedules – please share at your district. **Career Ready Symposium** flyer – The Partnership for Career Development (PCD) worked with the Harrisburg Chamber and several

businesses on a grant to support this initiative. There is no charge for participating PCD schools. Exciting Keynote Speaker – Dr. Kevin Fleming. **Dolly Parton Imagination Library** flyer for Dauphin and Perry County children to sign up. We are working on obtaining funding for a Cumberland County library. The program allows families to sign up to receive a new book each month for children ages birth to five. **CAOLCON Registration** flyer attached. CAOLA has now been in existence for over 15 years. Last year, a CAOLA Advisory Committee of superintendents was created.

- **Dave Martin, Director of Technology Services**, reported that the technology team is almost fully staffed. On November 9 at 1pm, Mark Waltz will present on Education Technology Law topics. Please be aware, Google recently made some platform changes that restrict student's access requiring parental consents – there have been a lot of conversation around this topic. Dave has negotiated an incredible consortium rate for the Regional EDR solution, a next generation antivirus that looks for suspicious activity. It is currently being rolled out across the state. In addition, in November he will send out the budget prep sheets for district cost projections for next year. He reported on our Cofense system that is in place as a training tool for phishing attacks. The system sends fake emails to staff and if clicked on will go right into a training. Many districts have this system in place.
- **Daren Moran, Director of Business**, reported that the district business managers met last week and showed a lot of interest in learning more about Informed K12. Daren is working to negotiate a competitive consortium price. Informed K12 will present to the business manager's group next month. CAIU is currently running many forms through this system creating efficiencies in many of our processes. Daren has received great feedback from staff and supervisors on the Informed K12 system. The Champions for Children Foundation recently met for their quarterly board meeting. Daren highlighted some of the great work that Kellie Custer, Chair, is doing. She is coordinating a fall clothing drive for our students where the teachers/social workers take the students out shopping with donated funds and let them pick out and purchase the clothing and personal hygiene items they need. Also, each year C4C runs a Giving Tree where 75 to 125 students in need receive a holiday gift. In addition, Daren reported that the CAIU Board Finance Committee will be meeting in the next couple of months to start planning for the 2024-25 General Operating Budget.
- **Rennie Gibson, Board Secretary**, reported that the PSBA Delegate Assembly 2023 Handbook is attached under Information Items to give the board the opportunity to review the proposals to be considered. In addition, she reminded the Board that our November Board meeting is a week earlier on November 16 and we will have a special appreciation breakfast for our long time members that will be leaving.
- **Dr. Andria Saia, Executive Director**, shared some highlights from the *All In!* newsletter and Executive Director's report. She highlighted her Executive Director's article on the Think BIG! program and our partnership with Phoenix Contact. The program creates opportunities for local businesses and schools to partner around the topic of renewable energies in a series of fourth grade lessons. We are excited about the possibility of deepening relationships between schools and businesses and the big impact it will have on our community. The program has many benefits, one of them is that it helps to ensure a successful transition from school to work. Additionally, Dr. Saia is appreciative of our CAIU staff that step up each month and contribute by writing insightful articles such as Effective Learning, Financial Wellness, and Situational Awareness. You can find a sign up for the Dolly Parton Library on the back page of the newsletter. Just a reminder that CAIU's Annual Fall Fest is this Saturday from 11am to 3pm and is a free family event.

- **Executive Director's 2023-24 Goals** - Dr. Saia presented her personal 2023-24 goals which align closely with her evaluation's performance standards and CAIU organization goals.

APPROVED ACTION ITEMS

- **Approval of Minutes – September 28, 2023**
- **Treasurer's Report for September 2023** – a total of \$9,130,750.25 in receipts and \$13,980,944.16 in expenses.
- **Payment of Bills – September 2023**
- **Summary of Operations for June 2023** (as of 10/13/23) showing revenues of \$135,133,496.91 and \$135,583,452.60 in expenses.
- **Summary of Operations for September 2023** showing revenues of \$24,879,267.98 and \$19,538,556.09 in expenses.
- **Other Business Items**
 - Contracts - October 2023
- **Policies & Programs**
 - Second Reading, Revised Policy #251 - Students Experiencing Homelessness/Ed Instability
 - Second Reading, New Policy #113.5 - Early Intervention
 - Second Reading, New Policy #216.1 - Supplemental Discipline Records
 - First Reading, Revised Policy #330 – Overtime
 - Deletion of Policy #113.3 – Behavior Support for Eligible Young Children – CAIU Policy #113.5 - Early Intervention, encompasses all students that we serve (EI and school age) and there is no longer a need for policy #113.3 - Behavior support for Eligible Young Children.
- **Job Descriptions**
 - Second Reading, New Position Description - Application Support Manager
- **Personnel Items**
 - See attached Personnel report

EXECUTIVE DIRECTOR'S REPORT

- Click [HERE](#) for the *All In* Executive Director's Report.

PRESIDENT'S REPORT

- Jean Rice thanked the Board for their attendance.

UPCOMING MEETINGS:

- **Next CAIU Board Meeting: Thursday, November 16, 2023 8:00 a.m., Board Room, CAIU Enola Office.**

2023-2024 Capital Area Intermediate Unit Board Meeting Dates

Regular meetings are held in person in the Board Room of our Enola Office Center, 55 Miller Street, Enola, PA, 17025 and posted on our website, at www.caiu.org.

Time of Meetings: 8:00 a.m.

- | | |
|---------------------|---|
| ○ October 26, 2023 | ○ March 21, 2024 |
| ○ November 16, 2023 | ○ April 25, 2024 |
| ○ December 14, 2023 | ○ May 23, 2024 |
| ○ January 25, 2024 | ○ June 27, 2024 <i>Reorganization Meeting</i> |
| ○ February 22, 2024 | |

October 26, 2023 APPROVED PERSONNEL ITEMS:

RESIGNATIONS

- **EMILY CORCHADO**, Business Coordinator, Administrative Team - Business, effective November 10, 2023. Reason: Personal.
- **BARBARA FREY**, Floater Teacher, Student Services Team, effective December 22, 2023. Reason: Retirement after more than 10 years of continuous CAIU service.
- **KAITLYN GILLESPIE**, School Counselor, ANPS Program, effective December 22, 2023. Reason: Personal.
- **LAURA SPANGENBERG**, Inclusion Consultant, Early Intervention Program, effective October 20, 2023. Reason: Retirement after more than 26 years of continuous CAIU service.
- **SUSAN WEST**, Occupational Therapist, OT/PT Program, effective December 1, 2023. Reason: Retirement after more than 15 years of continuous CAIU service.

RECOMMENDED FOR EMPLOYMENT OR CONTRACT

- **LOGAN ADAMS**, Paraeducator, effective date to be determined. Assignment: Part-time Educational Paraprofessional, Emotional Support Program with base salary of HS, \$25,840 (\$18.13 per hour) for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a replacement position funded through the Emotional Support budget.
- **MICAH BIAS**, Systems Administrator, Technology Team, effective date to be determined. Base salary of \$67,165 for 260 days of service will be prorated based on the number of days worked through June 30, 2024. This is a replacement position funded through the DP GO budget. Experience: Almost 4 years of similar or related experience.
- **GENESIS BONNER**, Paraeducator, effective date to be determined. Assignment: Personal Care Assistant, Emotional Support Program with base salary of HS, \$25,840 for 190 days of service will be prorated based on the number of days worked with additional new hire days as required. This is a replacement position funded through the Emotional Support budget.
- **JENNY HARTMAN**, School-Based Access Program Assistant, Student Services Team, effective date to be determined. Base salary of \$38,420 for 260 days of service will be prorated based on the number of days worked through June 30, 2024. This is a replacement position funded through the Access Admin budget. Experience: 3 years of similar or related experience.
- **ASIA HITCHCOCK**, Paraeducator, effective date to be determined. Assignment: Educational Paraprofessional, Autism Support Program with base salary of HS, \$25,840 for 190 days of service will be prorated based on the number of days worked with additional new hire days as required. This is a replacement position funded through the Autism Support budget.
- **DENISHA JAMIESON**, Paraeducator, effective date to be determined. Assignment: Personal Care Assistant, Autism Support Program with base salary of HS, \$25,840 for 190 days of service will be prorated based on the number of days worked with additional new hire days as required. This is a replacement position funded through the Autism Support budget.

- **DEANNA KIMMEL**, Paraeducator, effective date to be determined. Assignment: Educational Paraprofessional, Autism Support Program with base salary of HS+48, \$28,025 for 190 days of service will be prorated based on the number of days worked with additional new hire days as required. This is a replacement position funded through the Autism Support budget.
- **KIARA MINAYA**, Intern, Early Intervention Program, effective date to be determined until May 31, 2024. Hourly rate will be \$15.00. This is a temporary intern position funded through the Core budget.
- **YERALDIN MUESES**, Systems Administrator, Technology Team, effective date to be determined. Base salary of \$70,700 for 260 days of service will both be prorated based on the number of days worked through June 30, 2024. This is a replacement position funded through the Network Services budget. Experience: More than 5 years of similar or related experience.
- **E. SHERISA NAILOR**, Special Projects Supervisor, Educational Services Team, effective date to be determined. Base salary of \$96,477.50 for 260 days of service will be prorated based on the number of days worked through June 30, 2024. This is a replacement position funded through the Professional Services budget. Experience: More than 17 years of similar or related experience.
- **JESSICA SHARPE**, Professional, effective date to be determined. Assignment: Inclusion Consultant, Early Intervention Program with base salary of Masters+30, Step 14, \$77,196 for 190 days of service will be prorated based on the number of days worked with additional new hire days as required. This is a replacement position funded through the MAWA budget.
- **AIYANA SMITH**, Paraeducator, effective date to be determined. Assignment: Educational Paraprofessional, Early Intervention Program with base salary of HS, \$25,840 for 190 days of service will be prorated based on the number of days worked with additional new hire days as required. This is a new position funded through the MAWA budget.
- **RACHEL SNYDER**, Temporary Professional, effective date to be determined. Assignment: Inclusion Consultant, Early Intervention Program with base salary of Bachelors, Step 5, \$54,986 for 190 days of service will be prorated based on the number of days worked with additional new hire days as required. This is a new position funded through the MAWA budget.
- **MERCEDES VAZQUEZ**, Intern, Early Intervention Program, effective date to be determined until May 31, 2024. Hourly rate will be \$15.00. This is a temporary intern position funded through the Core budget.
- **LELAND WELSH**, Student Worker, Food Services Program, effective October 19, 2023 – May 31, 2023. Hourly rate will be \$7.25 per hour. This is a temporary student worker position funded through the Food Services budget.

CHANGES OF STATUS:

- **TEYONA CANNADAY**, Personal Care Assistant, change from active to inactive status due to failure to complete new hire requirements and respond to communications, effective October 24, 2023.
- **JACLYN FORD**, from Program Assistant to Special Projects Coordinator, Educational Services Team, effective October 16, 2023. Change of status results in a change of salary to \$53,900 for 260 days of service and will be prorated for a total of 186 days through June 30, 2024.
- **JAMIE MINIUM**, Personal Care Assistant, from active to inactive status due to rescinding acceptance of employment offer, effective October 9, 2023.

LEAVE OF ABSENCE

- **RACHEL GONZALEZ-MONTIEL**, Program Supervisor, Student Services Team, extension of sabbatical for restoration of health, effective October 18, 2023 – April 16, 2024. Leave is in accordance with and provided for under the PA School Code
- **TRACEY KNAUSS**, Service Coordinator, Early Intervention Program, extension of sabbatical for restoration of health, effective November 11, 2023 – May 11, 2024. Leave is in accordance with and provided for under the PA School Code.

October 11, 2023

PSBA Liaison Digest Summary Update (from 9/25/23)

Need a ride to SLC? Complimentary bus pickup is available this year!

It's easier than ever for you to attend the [PASA-PSBA School Leadership Conference](#) on October 15-17 at Kalahari Resorts & Conventions in the Poconos! PSBA is providing complimentary transportation to and from Kalahari Resorts & Conventions to help make attendance easier for members in Western PA. **Pickup and Drop-off locations:**

- Franklin Regional School District
- Grove City Area School District

Buses will leave for Kalahari on Sunday morning (arrival time is after the start of the pre-con event) and depart for Western PA after the closing keynote on Tuesday. Personal vehicles can be parked at the district for the duration of the conference, in a well-lit and secured parking lot. Additional details on timing will be available soon.

Space is limited to 50 people per location, so don't wait to reserve your bus seat. Reservations are included in the conference registration process on [myPSBA](#).

[Click here to register on myPSBA](#)

Required School Director Training - register now

According to law, newly elected and appointed school board directors are required to complete five hours of training, while reelected or reappointed school board directors must complete three hours. As an accredited statewide provider, PSBA offers New and Advanced School Director Training designed to meet the PA state training requirements for all school directors. And with more than 125 years of expertise in school governance, PSBA provides a high-quality experience designed around your needs as a school leader. Options include in-person sessions around the state or live virtual training available on several dates in December through May. See all dates, times and locations on the [PSBA website](#). Register now on [myPSBA](#)!

[Click here to register on myPSBA](#)

Voting now open for PSBA 2024 positions

The slate of candidates for open PSBA leadership positions is now available on the revised [PSBA website](#) along with voting instructions. **Voting is open and will continue through October 27, 2023.** Boards should be sure to add discussion and voting on candidates to their agenda during one of their meetings in September or October before the open voting period ends.

Each member entity will have one vote for each officer. This will require boards of the various school entities to come to a consensus on each candidate and cast their vote electronically during the open voting period. An electronic packet of instructions and a printed slate was sent to authorized vote registrars the week of August 28, 2023.

[Click here to see the candidates](#)

Advocacy Day is now Advocacy Week

The 2023 Fall Advocacy Week will take place from Monday, October 2, to Friday, October 6, with an in-person component taking place on Wednesday, October 4. This extended advocacy event provides more opportunities to connect school directors, school business managers and superintendents with legislators to bolster the united voice of public education.

PSBA staff will provide an issue briefing, which will be distributed by email and available on the event webpage for registered members to watch. Members who are registered for the virtual portion of the event will meet with legislators via Zoom throughout the week; these meetings will be scheduled by PSBA staff following your registration for the event. Members who are able to attend the in-person portion of the event will join PSBA staff at the Capitol on Wednesday, October 4, for face-to-face meetings with legislators and/or their staff.

As a membership benefit, there is no cost to attend this event, and members are welcome to attend both in-person and virtual meetings. Register now on myPSBA!

[Click here to register](#)

PSBA Alumni Forum

Your interest in public education's success continues beyond your term of service as a school director. PSBA invites you to stay connected and involved with your professional association beyond your years of service through the *complimentary* [PSBA Alumni Forum](#). As a PSBA alumnus, you have years of experience and insight into the workings of public education and school boards. Advocacy is a great way to continue promoting public education since legislators value your opinions as a former elected official. Take your knowledge and commitment to join forces with other members of the Alumni Forum after your board service has concluded. For more information, contact Fawn McClure, coordinator of the Alumni Forum, at (717) 506-2450 ext. 3321.

[Click here to learn more and to register](#)

Save the date: Upcoming COSSBA events, submit proposals

COSSBA will host several events in the coming months. Click the links below for more information and registration, or visit [COSSBA.org](https://cossba.org).

- **October 18, 2023:** Urban Boards Alliance Webinar Series, episode 3 (more info coming soon!)
- **February 22-25, 2024:** [COSSBA Annual Conference](#), Dallas, Texas

COSSBA is calling for proposals for breakout sessions at the 2024 Annual Conference.

Presentations should be innovative with a focus on experiential and interactive learning; high-quality traditional learning sessions will also be considered. [Click here](#) to submit a proposal.

Please email glenn.blind@cossba.org with questions.

Prevent Suicide PA accepting student PSA contest submissions

Prevent Suicide PA is excited to announce the launch of the 12th Annual PSA Contest for Youth Suicide Prevention. [Visit the website](#) to find full details including contest rules, voting timeline, promotional flyer and more. Students will have through Friday, December 15 to submit their work. Please reach out to olivia.mowery@jefferson.edu with any questions.