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**Derry Township School District  
Board of Directors Meeting  
February 12, 2024  
Summary Minutes - XIV**

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**1. OPENING ITEMS**

**1.a. Call to Order**

**Minutes**

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

**1.b. Roll Call**

**Minutes**

**Members in Attendance:** Robert Bennett, Joshua Cysyk, Lindsay Drew, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Tracey Royo, and Ericka Schmidt

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

**Student Board Representatives in Attendance:** Lucy Barto, and Shiza Saad

**Solicitor:** William Zee

**Staff/Public in Attendance In-Person:** Tracey Brown, John Eck, John Fready, Sarah Karpel, Jared Nicholson, Sheryl Pursel, Aaron Shuman, and Jen Sloppy

**Staff/Public in Attendance Virtually:** Omaima Ali, Mark Balanda, Lisa Balanda, Lisa Dalto, Alex DeCicco, Clark Hall, Scott Harman, Colby Hollinger, Kim O'Connell, Kirsten Scheurich, Lindsey Schmidt, Todd Shaffer, Angie Shipper, Melissa Shultz, Sarah Smith, and Drew Weidman

**1.c. Flag Salute**

**1.d. Approval of Board of Directors Agenda**

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

**Minutes**

Following a motion by Dr. Cysyk and a second by Mr. Rizzo the board agenda for this evening's meeting was approved.

***Vote Results***

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**Yea:** 9 Joshua Cysyk, Robert Bennett, Lindsay Drew, Stewart McCarver, Jennifer Renz,  
Michael Rizzo, Honesta Romberger, Tracey Royo, Ericka Schmidt  
**Nay:** 0  
**Abstain:** 0  
**Not Cast:** 0

## **2. INFORMATIONAL AND PROPOSALS**

### **2.a. Presentation - Crabtree, Rohrbaugh, & Associates**

#### **Minutes**

Anthony Colestock provided the board with a presentation of the programming phase of the elementary school project.

### **2.b. Presentation - Owners Rep - Fidevia Construction Management & Consulting**

#### **Minutes**

John Eck and Kelby English provided the board with a presentation indicating key points that would benefit the district should the board approve the Owners Rep Agreement with Fidevia.

### **2.c. President Communications**

#### **Minutes**

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

- Informational Items

The Board had also met in executive session on Wednesday January 31, 2024 to discuss personnel items.

### **2.d. 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 may do so either in person or electronically. If in person, a registration form, that may be found on the sign-in table, should be completed and submitted to the Board Secretary, Mrs. Agee. When your name is announced, come to the microphone. If you are participating online, you must have registered individually with your full name and address, to be recognized, and you may raise your virtual hand for recognition. For all speakers, once you are recognized, 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 CR & A presentation and related it to special education inclusivity

## **2.e. Community Correspondence Report**

### **Minutes**

Ms. Karpel reported that there were no submissions during the month of January.

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

### **Minutes**

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

- Dr. Cysyk was approved as the chair of the committee
- Several policy revisions with one new policy approved to move to the full board for 30 day review approval - all related to enrollment of active military families
- Review of the 600 series of policies - seven approved to go to the board for 30 day review approval with 3 that were tabled for review by the business office

## **2.g. 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, and Shiza Saad gave a report that included the following:

- HHS swimming competed in the Mid Penn Conference Championships over the weekend. Overall girls took 3rd and boys took fifth.
- The following 12 high school seniors signed their national letter of intent to continue their academic and athletic careers at various colleges: Cooper Bouslough, Stefan Verbeek, Angel Cabrera, Ronan Edris, Alfonso Galindo, Ryan Grace, Derek Guzman, Edward Liszka, David Maish, Cory Schaffer, Madison Shultz, and Tucker Valoczki
- Hershey High School Theatre will present "Seussical" on March 1 and 2, 2024 at 7:00 p.m. & March 3, 2024, at 1:30 p.m.
- During National School Counselors' Week, the school district celebrated the dedication, compassion, and unwavering support of our school counselors.
- 65 Hershey Middle School Choir members lit up the Hershey Bears game with their performance of the Star-Spangled Banner.
- Hershey High School and Hershey Middle School announced the distinguished and regular honor roll for the second marking period of the 2023-2024 school year.
- The Hershey Middle School Mini-THON committee sponsored an event at Get Air in Harrisburg on February 4th from 4-8PM. All proceeds were donated to the Four Diamonds fund.
- On Feb 9th the high school Mini-THON club's directors went to the elementary school and ECC for mini-Mini-THON! Students enthusiastically participated in an escape room, line dancing, and crafts. The theme for this year's Mini-THON was revealed to them - Hollywood.
- The high school's academic decathlon team placed third overall at their regional championships, which qualified them for State Championships in Carlisle. 11 of the 14 competing students walked away with a combined 29 medals across the ten events
- Hershey High School Theatre is running a book drive in conjunction with "Seussical the Musical" to benefit Cocoa Packs. Books can be dropped off at the Cocoa Packs buildings or any DTSD school building.
- Two Hershey High School's alumni, Jenny Rizzo and Maddie Zimmer are headed to the Olympics in Paris as a part of Team USA Field Hockey this summer which is a testament to their successful athletic careers
- Kayla Pottle, a Special Education Teacher, has been honored with a Tanger Kids Grant! This grant will enable her to add more sensory support items to build her classroom with positive tools.
- This past weekend, a record number of DTSD students participated in the Dauphin County Band Festival at Central Dauphin High School. The 71 Hershey Band students, from 5th to 12th grade, participated in honors ensembles and worked with local conductors and composers. They ended with a concert to show all their hard work.

## **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:

- Approval of February 12, 2024, Board of Directors Summary Minutes
- Hollins-Sims Consultation Proposal
- Staff Development/Conference - Dee Stalnecker - SSWAA National Conference
- MOU - Little League
- Printer Contract
- Health and Safety Plan

### 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. Renz and a second by Mr. Rizzo, the Consent Agenda items were approved.

#### Vote Results

Yea:	9	Joshua Cysyk, Robert Bennett, Lindsay Drew, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Tracey Royo, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

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

#### 4.b. Request for the Use of School Facilities

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

<b>Group:</b>	<b>Girls on the Run</b>
<b>Date/Time:</b>	March 12 - May 9, 2024, Tuesdays & Thursdays, 3:45 p.m. - 5:15 p.m.
<b>Requested Facility:</b>	Memorial Cinder Track, Elementary Lobby & Hallways (if inclement weather)
<b>Event:</b>	Running Program for Girls Grades 3-5
<b>Fee:</b>	None

<b>Group:</b>	<b>The Goddard School (Hershey)</b>
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*Date/Time:* Tuesday, June 4, 2024, 5:30 p.m. - 7:30 p.m. (practice)  
Thursday, June 6, 2024, 4:30 p.m. - 8:30 p.m. (set-up  
& ceremony)

*Requested Facility:* Elementary MPR 1 - lighting/sound system,  
standing microphones (3), podium w/microphone,  
projector connections to run presentation, screen,  
risers

*Event:* Pre-K & Kindergarten Graduation Ceremony

*Fee:* MPR 1 - \$70.00 per hour (Approximately \$630.00  
MPR Manager (If Needed) - HEA Rate  
Total Approximate Cost: \$630.00

#### 4.c. Announcement of Staff Development Conferences

<b><i>Staff Member:</i></b>	<b>Robert Finkill</b>
<b><i>Conference:</i></b>	Gilder Lehrman Teacher Symposium
<b><i>Location:</i></b>	Gettysburg, PA
<b><i>Dates:</i></b>	July 7 - 10, 2024
<b><i>Staff Member:</i></b>	<b>Claire Folts</b>
<b><i>Conference:</i></b>	OAKE National Conference
<b><i>Location:</i></b>	Chicago, IL
<b><i>Dates:</i></b>	March 13 - 17, 2024
<b><i>Staff Member:</i></b>	<b>Kaitlin Obielecki</b>
<b><i>Conference:</i></b>	Pennsylvania Music Educators Association (PMEA) Annual Conference
<b><i>Location:</i></b>	Erie, PA
<b><i>Dates:</i></b>	April 18 - 20, 2024

#### 4.d. 3 Monkeys Inflatables & Entertainment Agreement

The Administration recommends the approval of the 3 Monkeys Inflatables & Entertainment Agreement to provide an inflatable obstacle course and carnival game for the Mini-THON event.

#### 4.e. Brick Landscaping Agreement

The Administration recommends the approval of the Brick Landscaping Agreement due to the change in ownership and name, formerly Cheyney Property Management.

**4.f. FMX Subscription**

The Administration recommends the approval of FMX Subscription, a computerized maintenance management system that will allow the facilities department to process maintenance and facilities rental requests.

**4.g. AWP Services Agreement -Retroactive**

The Administration recommends the retroactive approval of the AWP Services Agreement to provide snow removal and salting services for the 2023-2024 season at the Granada Property.

**4.h. Trane U.S. Agreement -Retroactive**

The Administration recommends the retroactive approval of the Trane Agreement to provide and install an upgrade to the hot water controller in the middle school. This is necessary to ensure the building has hot water.

**4.i. Vista Adult Services Agreement -Retroactive**

The Administration recommends the retroactive approval of the Vista Adult Services Agreement.

**4.j. World Book Agreement -Retroactive**

The Administration recommends the retroactive approval of the World Book Agreement for subscription access to the Discover and Student databases for the middle school for the remainder of the 2023-24 school year.

**5. NEW BUSINESS**

**5.a. Approval of 2024-2025 Calendar**

The Administration recommends the approval of the proposed 2024-2025 school calendar.

**Minutes**

Following a motion by Dr. Cysyk and a second by Mrs. Royo the 2024-2025 Derry Township School District calendar was approved.

**Vote Results**

<b>Yea:</b>	9	Joshua Cysyk, Robert Bennett, Lindsay Drew, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Tracey Royo, Ericka Schmidt
<b>Nay:</b>	0	
<b>Abstain:</b>	0	
<b>Not Cast:</b>	0	

### 5.b. Rettew Proposal Agreement

The Administration recommends the approval of the Rettew Proposal Agreement for survey and underground utility location for the potential elementary build.

#### Minutes

Following a motion by Ms. Romberger and a second by Dr. Cysyk, the Rettew Proposal Agreement was approved.

#### *Vote Results*

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**Yea:** 9 Joshua Cysyk, Robert Bennett, Lindsay Drew, Stewart McCarver, Jennifer Renz,  
Michael Rizzo, Honesta Romberger, Tracey Royo, Ericka Schmidt  
**Nay:** 0  
**Abstain:** 0  
**Not Cast:** 0

### 5.c. Owner's Rep Agreement - Fidevia

The Administration recommends the approval of the Owner's Rep Agreement with Fidevia Construction Management & Consulting.

#### Minutes

Following a motion by Dr. McCarver and a second by Mrs. Renz, the Owner's Rep Agreement with Fidevia was approved.

#### *Vote Results*

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**Yea:** 9 Joshua Cysyk, Robert Bennett, Lindsay Drew, Stewart McCarver, Jennifer Renz,  
Michael Rizzo, Honesta Romberger, Tracey Royo, Ericka Schmidt  
**Nay:** 0  
**Abstain:** 0  
**Not Cast:** 0

### 5.d. Personnel - Resignations

The Administration recommends the approval of the following resignations:

#### Professional:

##### **Delaney, Jo-Ann**

Social Studies Teacher (6th Grade)

Middle School

Reason: Retirement

Effective: At the end of the 2023-24 school year

##### **Dilger, Kimberly**

Special Education Teacher

High School  
Reason: Retirement  
Effective: 11/01/2024

**Knowles, Gregory**  
Spanish Teacher  
Middle School  
Reason: Retirement  
Effective: At the end of the 2023-24 school year

**Leonzo, Christine**  
Literacy Coach  
Intermediate Elementary School  
Reason: Retirement  
Effective: 10/05/2024

**Talley, Sallyann**  
Library Science Teacher  
Elementary School  
Reason: Retirement  
Effective: At the end of the 2023-24 school year

**Walizer, John**  
Mathematics Teacher  
High School  
Reason: Retirement  
Effective: At the end of the 2023-24 school year

**Classified:**

**Brown, Brenda**  
Food Service Worker  
High School  
Reason: Personal  
Effective: 01/23/2024 (retroactive)

**Minutes**

Following a motion by Dr. Cysyk and a second by Mrs. Royo, the Personnel Resignations were approved.

**Vote Results**

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**Yea:** 9 Joshua Cysyk, Robert Bennett, Lindsay Drew, Stewart McCarver, Jennifer Renz,  
Michael Rizzo, Honesta Romberger, Tracey Royo, Ericka Schmidt  
**Nay:** 0  
**Abstain:** 0  
**Not Cast:** 0



**5.e. Personnel - General**

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

**Professional:**

**Bopp, Amanda\***

Grade 1 Teacher

Early Childhood Center

Long-Term Substitute

Bachelors, Step 1

Salary: \$57,276.73 (pro-rated)

**Extension Effective:** 02/29/2024 through the end of the 2023-24 school year

**Plum, Crystal** (replacing Natalie Lynch)

Special Education Teacher

Early Childhood Center

Long-Term Substitute

Bachelors, Step 1

Salary: \$57,276.73 (pro-rated)

Effective: 02/15/2024 through the end of the 2023-24 school year  
(pending receipt of Act 168s)

**Classified:**

**Cappello, Carly**

Substitute Nurse's Assistant/RN

District-wide

Hours as needed

Salary: \$28.79 per hour

Effective: 02/13/2024

**Koretz, Andrea** (replacing Heba Mousa)

Cafeteria/Recess Aide

Primary Elementary School

Level A, 3.0 hours per day

Salary: \$17.64 per hour

Effective: 02/13/2024

**O'Keefe, Ellen**

Substitute Administrative Assistant

District-wide

Hours as needed

Salary: \$19.62 per hour

Effective: 02/13/2024

**Overby, Kimberly** (new position)  
Paraprofessional  
District-wide (Primary Elementary School)  
Level A, 5.75 hours per day  
Salary: \$18.82 per hour  
Effective: 02/13/2024

**Petrino, Makayla** (new position)  
Paraprofessional  
District-wide (Primary Elementary School)  
Level A, 5.75 hours per day  
Salary: \$18.82 per hour  
Effective: 02/13/2024

**Seaton, Theresa** (replacing Veronica Westover)  
Food Service Worker  
Elementary School  
Level A, 4.0 hours per day  
Salary: \$17.64 per hour  
Effective: 02/13/2024

**Transfer of Classified:**

**Beyer, Lesley\*** (Building Transfer)  
From: Paraprofessional  
Primary Elementary School  
To: Paraprofessional  
Intermediate Elementary School  
Level A, 5.75 hours per day  
Salary: \$19.89 per hour  
Effective: 02/12/2024 (retroactive)

**Garcia, Jaime**  
From: Custodian (2nd shift)  
District-wide (Middle School)  
Full-time, 8.0 hours  
Salary: \$19.34 per hour  
To: Substitute Custodian  
District-wide  
Hours as needed  
Salary: \$17.21 per hour  
Effective: 02/12/2024 (retroactive)

**Limited Service Contract:**

**Buterbaugh, Brandon\***

Marching Band Winter Indoor Percussion Assistant Instructor

Group I, Step 5

Salary: \$1,121

Effective: 02/13/2024

**Juchem, Ronald**

Assistant Coach - H.S. - Baseball

Group E, Step 10

Salary: \$4,300

Effective: 02/13/2024

**Krause, Alaric\***

Hershey Community Youth Alliance (.5 LSC)

Group J, Step 1

Salary: \$218

Effective: 02/13/2024

**Solt, Steven**

Assistant Coach - H.S. - Baseball

Group E, Step 5

Salary: \$3,365

Effective: 02/13/2024

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

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

**Beard, Chante\***

Grade 1 Teacher

Early Childhood Center

Childrearing Leave

**Extension Effective:** 02/29/2024 through the end of the 2023-24 school year

**Minutes**

Following a motion by Ms. Romberger and a second by Mrs. Renz, the Personnel - General items were approved and transfers were recognized.

***Vote Results***

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**Yea:** 9 Joshua Cysyk, Robert Bennett, Lindsay Drew, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Tracey Royo, Ericka Schmidt

**Nay:** 0

**Abstain:** 0

**Not Cast:** 0

## **6. DELEGATE REPORTS**

### **6.a. CAIU**

#### **Minutes**

The CAIU report is attached to the agenda. Dr. Cysyk highlighted the following from the report:

- First reading on the budget took place vote for budget approval coming up
- Will then come to our board, as it stands there is no increase to our district
- April 12th there is a bingo fundraiser - Champions for Children

## **7. SPECIAL REPORTS**

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

#### **Minutes**

No reports were shared by the board members

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

#### **Minutes**

Dr. Winslow gave a report that included the following:

- Last week was Counselor Appreciation Week - heartfelt gratitude for our counselors
- February 7 was Crossing Guard Appreciation Day - deepest gratitude to Missy, Ed, Doris, and Sylvia
- February 15 will be SRO Appreciation Day - much appreciation for Officer Kessler

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

#### **Minutes**

Ms. Drew gave a report to express the following:

- The high school cheerleaders who were in Orlando this weekend competing on a national level - Congratulations and safe travels home
- Ms. Drew had the opportunity Friday to help the Trojan Buddies, a high school club, with their first activity with ECC students - heartwarming

## **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**

There were no citizens requesting recognition by the Board.

### **9. ADJOURNMENT**


#### **Minutes**

The meeting was adjourned at 8:17 p.m. following a motion by Mrs. Renz and seconded by Ms. Romberger.

#### **Vote Results**

**Yea:** 9 Joshua Csyk, Robert Bennett, Lindsay Drew, Stewart McCarver, Jennifer Renz,  
Michael Rizzo, Honesta Romberger, Tracey Royo, Ericka Schmidt  
**Nay:** 0  
**Abstain:** 0  
**Not Cast:** 0

Respectfully submitted,



Michele Agee  
Secretary to the Board  
February 26, 2024



Lindsay K. Drew  
Board President



**Derry Township School District**  
**Board Meeting**  
February 12, 2024

**Please Sign In AND Print Your Name**

*Signature*

*Printed Name*

*Sample Signature*

Sample Name Printed

*Signature*

*Printed Name*

*John Eck*

JOHN ECK

*Signature*

*Printed Name*

*Jen Slappy*

Jen Slappy

*Signature*

*Printed Name*

*Tracy Brown*

Tracy Brown

*Signature*

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**February 12, 2024 Board Meeting Virtual Attendance**

Omaima Ali

Mark Balanda

Lisa Balanda

Lisa Dalto

Alex DeCicco

Clark Hall

Scott Harman

Colby Hollinger

Kim O'Connell

Kirsten Scheurich

Lindsey Schmidt

Todd Shaffer

Angie Shipper

Melissa Shultz

Sarah Smith

Drew Weidman





Crabtree, Rohrbaugh & Associates

# **DERRY TOWNSHIP SCHOOL DISTRICT**

**ARCHITECTURE /  
ENGINEERING SERVICES**

**February 12, 2024**



# AGENDA

1 Educational Program

2 Educational Specs

3 Building Tours

4 Next Steps



# EDUCATIONAL PROGRAM

Programming of Spaces

# EDUCATIONAL PROGRAM

Derry Township School District Hershey Elementary School Educational Program of Spaces				Projected Enrollment Plus 10% Planned Student Capacity				1312 1.1 1443
Seating Capacity	1800	ECC & HES Existing	HES Add/Reno					
Educational Capacity	1620	Current	Proposed				Remarks	
K-2nd Grade		ECC	HES	Quantity	Capacity 25	SF Each	SF Subtotal	Notes
K	Kindergarten Classroom	8		12	300	1,000	12,000	
1st	1st Grade Classroom	11		12	300	1,000	12,000	Kdg /1stcurrent- 840-900
2nd	2nd Grade Classroom		11	12	300	1,000	12,000	2nd grade current sq. ft.: 860-900
K-2	Classroom Toilet Rooms			36		75	2,700	If we can't do toilets K-5, then we want to have toilets K-2 - Jack/Jill not as preferable, what is the impact of cost/sqft here?
K-2	Interventionist	5		6		450	2,700	3 full size classrooms with partitons
K-2	ELL	1		2		450	900	half size
K-2	Sensory Space			1		450	450	half size
K-2	Descalation Room	1		1		250	250	quarter size (doesn't need to be full half size)
K-1	Social Skills			1		1,000	1,000	
K-2	Instructional Planning Center	2		3		450	1,350	1 per grade level with storage
Total Net Capacity and Area				36	900		45,350	
3rd-5th Grade		ECC	HES	Quantity	Capacity 25	SF Each	SF Subtotal	Notes
3rd	3rd Grade Classroom		10	12	300	900	10,800	Can we make these rooms larger? Our current rooms are: 3rd- 875, 4th - 960-995, 5th- 1000- we'd like rooms to be 900
4th	4th Grade Classroom		10	12	300	900	10,800	
5th	5th Grade Classroom		10	12	300	900	10,800	
3-5	Interventionist		8	5		450	2,250	w/operable partition
3-5	ELL		1	2		450	900	half size
3-5	Sensory Space			1		450	450	half size
3-5	Descalation Room		1	1		250	250	quarter size
3-5	Instructional Planning Center		2	3		450	1,350	1 per grade level with storage
Total Net Capacity and Area				36	900		37,600	
Core Academic Gross Capacity and Area				72	1800		82,950	

Derry Township School District Hershey Elementary School Educational Program of Spaces				Projected Enrollment Plus 10%				1312 1.1 1443			
Seating Capacity	1800	ECC & HES Existing		HES Add/Reno							
Educational Capacity	1620	Current		Proposed				Remarks			
K-2nd Grade		ECC	HES	Quantity	Capacity 25	SF Each	SF Subtotal	Notes			
K Kindergarten Classroom	8			12	300	1,000	12,000				
1st 1st Grade Classroom	11			12	300	1,000	12,000	Kdg /1stcurrent: 840-900			
2nd 2nd Grade Classroom			11	12	300	1,000	12,000	2nd grade current sq. ft.: 860-900			
K-2 Classroom Toilet Rooms				36		75	2,700	If we can't do toilets K-5, then we want to have toilets K-2 - Jack/Jill not as preferable, what is the impact of cost/light here?			
K-2 Interventionist	5			6		450	2,700	3 full size classrooms with partitions			
K-2 ELL	1			2		450	900	half size			
K-2 Sensory Space				1		450	450	half size			
K-2 Descalation Room	1			1		250	250	quarter size (doesn't need to be full half size)			
K-1 Social Skills				1		1,000	1,000				
K-2 Instructional Planning Center	2			3		450	1,350	1 per grade level with storage			
Total Net Capacity and Area				36	900		45,350				
3rd-5th Grade		ECC	HES	Quantity	Capacity 25	SF Each	SF Subtotal	Notes			
3rd 3rd Grade Classroom				10	12	300	900				
4th 4th Grade Classroom				10	12	300	900	Can we make these rooms larger? Our current rooms are: 3rd: 875, 4th: 860-995,			
5th 5th Grade Classroom				10	12	300	900	5th: 1000 - we'd like rooms to be 900			
3-5 Interventionist	8			5		450	2,250	w/operable partition			
3-5 ELL	1			2		450	900	half size			
3-5 Sensory Space				1		450	450	half size			
3-5 Descalation Room	1			1		250	250	quarter size			
3-5 Instructional Planning Center	2			3		450	1,350	1 per grade level with storage			
Total Net Capacity and Area				36	900		37,600				
Core Academic Gross Capacity and Area				72	1800		82,950				
Collaborative Learning		ECC	HES	Quantity	Capacity	SF Each	SF Subtotal	Notes			
Learning Commons				0		0	0	Large Group Rooms			
Breakout/Flex Areas				0		0	0	Flexible Seating Areas for small group			
Total Net Area											
Special Education		ECC	HES	Quantity	Capacity	SF Each	SF Subtotal	Notes			
K-2 Learning Support	3			6		1,000	6,000	full size with partition			
3-5 Learning Support			9	6		900	5,400	full size with partition			
K-5 Emotional Support				2		1,000	2,000	full size with partition			
K-5 Autistic Support				2		1,000	2,000	full size with partition			
K-5 Life Skills/MDS				2		1,100	2,200	full size with bathrooms and sensory location access (could be shared) - one of these are for Laurel Life			
K-5 Life Skills Toilet Room				1		100	100				
K-5 Life Skills Sensory Room				1		75	75				
K-5 Motor/Sensory/Adaptive PE				2		900	1,800	full size; 1 full size, 2 half sizes (calm down room - 2 smaller rooms not in guidance area), we need descaltion spaces (2 - smaller space w/ one in each band) need to add gifted space, K-5 teacher, centrally located			
K-5 Gifted			1	1		900	900				
K-5 Speech			2	6		250	1,500	Office size spaces throughout building 3 OT's; consider putting into special ed areas/grade level areas, may need to be larger for instructional spaces			
K-5 Occupational Therapy			2	3		250	750				
K-1 CAIU/Pre-Kindergarten			1	1	?	1,000	1,000	Are we planning to build this in our space? Nice to have vs. need to have?			
Total Net Area							23,725				
Specialty Labs		ECC	HES	Quantity		SF Each	SF Subtotal	Notes			
K-5 Art Lab			1	2	2	1,200	2,400	need 2			
K-5 Kiri Room			1	1		200	200	1 shared - like Noleb model			
K-5 Art Storage			1	2	1	350	350	1 shared - like Noleb model			
K-5 STEAM Lab			1	1	2	1,200	2,400				
K-5 STEAM Storage					2	350	700	1 storage			
K-5 TV Studio			1	1		350	350	TNN Studio, adjacency to the STEAM Lab, could also fit in the library, could this be part of the STEAM lab?			
Total Net Area							6,400				
Performing Arts		ECC	HES	Quantity		SF Each	SF Subtotal	Notes			
K-5 Music Classroom			1	2	2	900	1,800	Need 2			
K-5 Orchestra Room					1	1,600	1,600				
K-5 Chorus Room				1		2,700	2,700	look at square footage; this needs to be larger - call this chorus room; could this space be another collaborate space that can have multi usage - ideally not shared with Band/Orchestra; needs to fit over 100 students			

K-5 Band Room				1	1			combine w/chorus room? if we're going to have music, we need a use to Band/Orchestra; if we're not doing the practice rooms because the large group spaces are the only spaces, then we don't need this, this room needs to fit up to ~20			
K-5 Practice Rooms				2		75	150				
Instrument Storage				1		500	500	Large if only 1, 2 if separated (need to have between shared space)			
2-5 Multi-Purpose Room/Platform				1	0			No black box - don't feel like this a good utilization of space and adjacencies			
Total Net Area							6,750	** we need a creative design solution for our performing arts			
Media Center		ECC	HES	Quantity		SF Each	SF Subtotal	Notes			
K-5 Media Center/Library				1	1	4,500	4,500	Volume count? need ability to have 2 full classes running simultaneously - one class of instruction, while others can use the space			
K-5 Classroom				1	1	850	850	Utilize for Library class			
K-5 Work Room				1	1	250	250				
K-5 Storage				1	1	150	150				
SGI				2		225	450	We would like more collaborative spaces in the media center, consider adjacencies			
Total Net Area							6,200				
Physical Education		ECC	HES	Quantity		SF Each	SF Subtotal	Notes			
K-5 Gymnasium				1	1	1	10,000	Bleacher Capacity? Ideally one full size/regulation size & one half size gym w/ ability to remove walls (we need 3 classes to be able to run simultaneously), sound system is an important component here - if we have 1 full high school sized gym then we only need 1 gym			
PE Office				1	1	2	175	Toilet Room?			
Storage				1	1	2	500	1 large for PE, 1 for community groups to store materials			
2-5 Health				1	1		850				
2-5 Auxiliary Gymnasium				1	0						
Total Net Area							12,200				
Food Service					Quantity	SF Each	SF Subtotal	Notes			
K-2/3-5 Cafeteria				1	2	2/3/7	7,000	to seat? 3 like spokes of a wheel with kitchen in the middle or 1 large and 1 half size, need to consider adjacencies to the playground area			
Kitchen				1	1	1	5,000	Do we need this? or should we represent with number of serving lines? Depends			
Dry Storage				1	1	1	1,000				
Office				1	1	1	100				
Toilet Room				1	1	1	100				
Locker Room				1	1	1	150				
Total Net Area							13,350				
Faculty		ECC	HES	Quantity		SF Each	SF Subtotal	Notes			
Faculty Dining Room				1	1		900	not adjacent to cafeteria			
Total Net Area							900				
Administration		ECC	HES	Quantity		SF Each	SF Subtotal	Notes			
Reception/Welcome Center				1	1	1	900				
Principal's Office				1	1	1	250	enough space to meet w/ teachers/parents (conference area) and also storage			
Assistant Principal's Office				1	2	3	200	enough space to meet w/ teachers/parents and also storage			
Work Room/ Mail Room				1	1	1	450	not w/ access to the office; consider lock boxes in hallway (minimize face time)			
Reception Conference Room					1		350	to seat? 4 conf rooms?			
Admin Conference Room				1	1		450	to seat? need to consider number of people that we will be meeting with in these rooms			
Testing Storage					1		250	Need a PSSA room, accessible by AA's and principal, but potentially accessible by staff for 1x per year, potentially off of a conference room			
Storage Room				1	1		350				
Data Room					1		55				
Electrical Room					1		55				
Toilet Rooms				1	2		75	not near someone's desk			
Total Net Area							3,860				
Nurse		ECC	HES	Quantity		SF Each	SF Subtotal	Notes			
Waiting				1	1	1	150				
Office				1	1	1	100				
Cot Area				1	1	1	375	space for 1 nurse and 2 nurse assistants			
Exam room				1	1	1	100	How many cots? 6 cots?			
Toilet Room				1	1	3	100				
Storage/Laundry Room				1	1		100	1 toilet room with a shower, 2 without			

											consider adjacency to office and possible access to vestibule in main office
Total Net Area										1,125	
Counselors		ECC	HES	Quantity		SF Each	SF Subtotal	Notes			
Waiting				1	1	250	250				
Counselor's Office		1	2	4		150	600	w/ desk space for admin assistant			
School Based Outpatient Therapy Office					1	150	150	3 school counselors			
Resource Room/ File Room/Storage					1	300	300	shared space between school psych, is this also storage?			
Conference Room					1	250	250	to seat?			
Sensory Room					1	75	75				
Total Net Area							1,625				
Student Services		ECC	HES	Quantity		SF Each	SF Subtotal	Notes			
Psychologist's Office		1	4	3		125	375	have its own entry point separate from the guidance suite			
Student Support Specialist					1	125	125				
BCBA					1	125	125				
Para Coach					1	125	125				
Traveling Teacher Space					1	125	125				
Total Net Area							875	Idea of adjacency next the counselors			
Building Support		ECC	HES	Quantity		SF Each	SF Subtotal	Notes			
Receiving/Dock		1	1	1		1,000	1,000				
Mechanical Room		1	1	1		1,000	1,000				
Electrical Room			1	1		300	300				
MDR					1	200	200				
General Building Storage		1		1		1,000	1,000				
Outdoor Storage					1	450	450				
Grade Level Storage					6	450	2,700				
Total Net Area							6,650				





# ED SPECS

Educational Specifications



# FACULTY WORKSHOP



# EDUCATIONAL SPECIFICATIONS

What are Educational Specifications?

The Ed Specs (Educational Specifications) is the documentation used to describe the physical needs of an educational facility project. They identify design features, including physical sizes, quantities, spatial adjacencies, physical characteristics as well as other programming elements that impact learning and teaching.

When properly aligned with the District's vision, the Ed Specs enhance educational and community outcomes by creating clear standards in line with desired outcomes.

# Design Principles for Learning Environments

1. Adaptable Layout
2. Flexible seating
3. Areas suited to specific tasks
4. A small teacher work area
5. Resources that are easily accessible to students
6. Ubiquitous technology
7. Storage
8. Daylight
9. Transparency





# Metaphors for Learning Environments

Re-imagine and develop space typologies for learning environments that support and nurture the desired learning objectives.

Dr. David Thornburg "From the Campfire to the Holodeck"

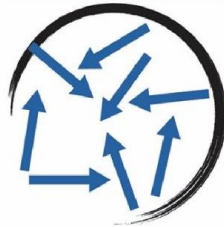
## ***Campfire***



**experts/storytellers**

A place for community of learners to sit together, listen to each other and learn from storytellers

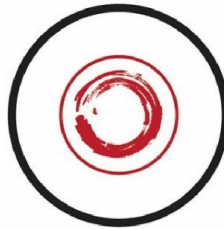
## ***Watering-Hole***



**peers**

A place for learning from peers in small groups

## ***Cave***



**individual**

An area to be alone and to reflect or work independently, without interruption or distraction from others

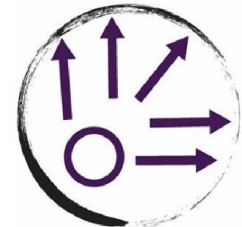
## ***Life***



**real world**

A place that encourages immersive student-centered hands-on real-world learning experiences where students apply what they have

## ***Mountaintop***



**showing/sharing**

A place where one person or a small group communicates towards the rest of the world, showing what they can do with what has been learned

# Metaphors for Learning Environments

## ***Toolbox***



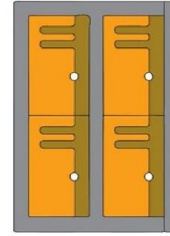
A condensed organized unit containing teaching and learning supplies and/or raw materials for making; can be fixed or mobile

## ***Water***



Provide access to cold and hot water to support learning processes and clean-up types and quantities appropriate to the context

## ***Student Storage***



Provide a variety of student storage types, sizes and locations that facilitate just-in-time storage solutions versus storage as a hub

## ***Genius Bar***



A place for learning from peers in small groups

## Metaphors for Learning Environments



### ***Campfire***

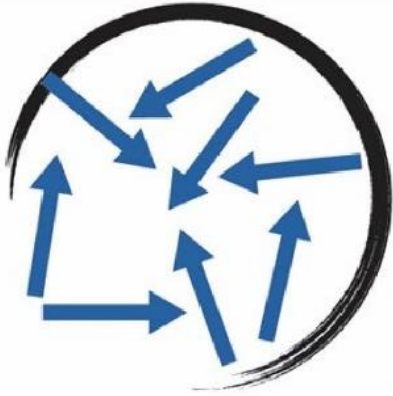
***Learning from:***  
Experts/storytellers

#### Examples

Lecture Hall  
Learning Studio  
Theater  
Auditorium  
Large Group Instruction



# Metaphors for Learning Environments



## ***Watering-Hole***

***Learning from:***  
peers

### Examples

Conference Room  
Breakout  
Small group area  
Project room  
Café/Coffee  
Water cooler





## Metaphors for Learning Environments



***Cave***

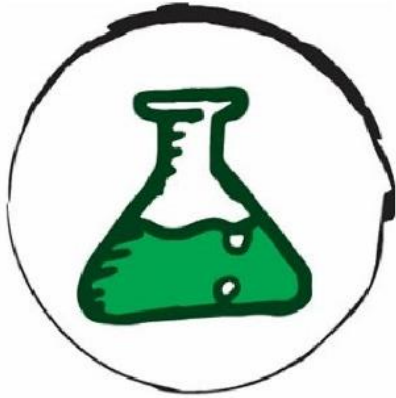
***Learning from:***  
Oneself

**Examples**  
Study Carrel  
Quiet Space  
Pod





## Metaphors for Learning Environments



**Life**

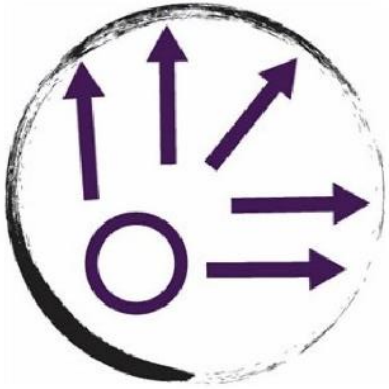
***Learning from:***  
real world

### Examples

Project Lab  
STE(A)M Lab  
CTE Lab  
Maker-Space  
DaVinci Lab  
Sandbox  
Greenhouse



## Metaphors for Learning Environments



### ***Mountain Top***

***Learning from:***  
showing/sharing

#### Examples

Presentation space

Gallery

Display

Pin-up

Shark Tank





## Metaphors for Learning Environments



***Toolbox***





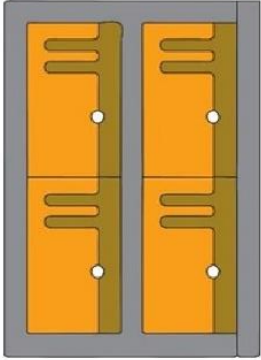
## Metaphors for Learning Environments



***Water***



## Metaphors for Learning Environments



### ***Student Storage***



## Metaphors for Learning Environments



***Genius Bar***





# FACULTY WORKSHOP

**PROGRAM:**  
K-1st Classroom Music

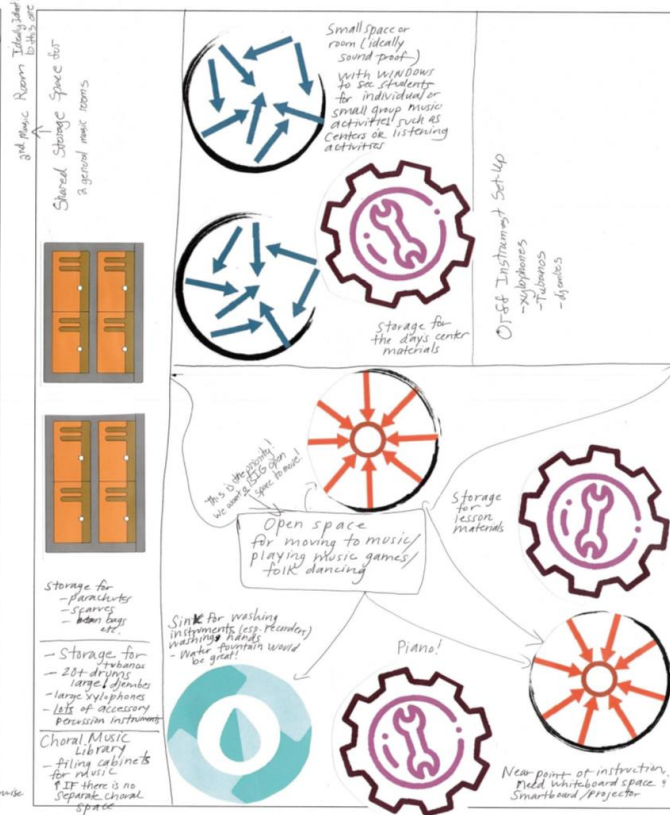
**USERS:**  
Kindergarten 1st grade  
Students in  
Classes of 15-20

## PROGRAM ACTIVITIES:

- **MOVEMENT**  
(folk dancing)  
- music games  
- **SINGING**
- **PLAYING INSTRUMENTS**  
- drumming  
- xylophones/metallophones
- **LISTENING**  
(good sound system needed)  
- microphone  
- speaker
- **CENTERS**  
workspace for small groups / individual

## WHAT MAKES IT WORK?

- having large open space for movement/dancing/games
- having a quality sound system
- having separate spaces for small group activities
- having spaces for instrument both storage (ideally shared in an adjoining space, then primary / intermediate music rooms)
- space for instruments to be set-up in classroom
- carpeting throughout (and possible soundproofing materials in music-making areas)
- chairs for 2-5 music for all students that can be moved quickly to other spaces
- open workspace for teacher in each room



## PROGRAM: ART/STEAM

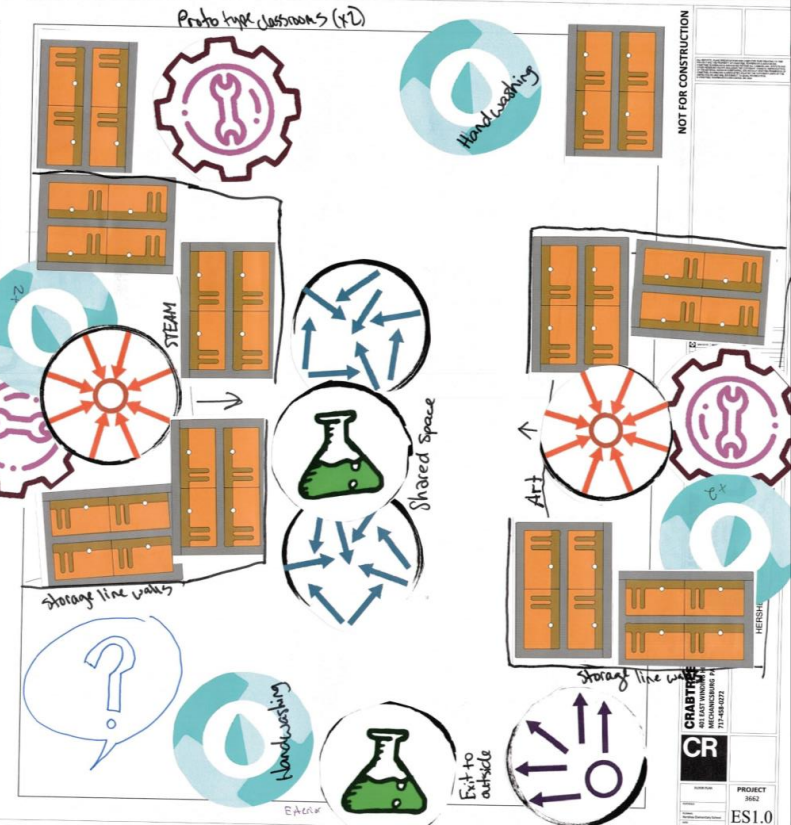
**USERS:** 4 Teachers  
Students grade K-5

## PROGRAM ACTIVITIES:

- ART**
  - Whole-group Demonstration Station
  - Individual Work Time
  - Group Discussion / Sharing Work
  - Collaboration Space
  - Kiln
- STEAM**
  - Whole Group
  - Individual/Collab work
  - Robotics space
  - Media (TVN) Studio
  - Glowforge 130 print

## WHAT MAKES IT WORK?

- \* Age appropriate plumbing/furniture
- \* Small group collaboration
- \* Adequate storage for supplies
- \* **LOADS** of Elec outlets/power strips
- Flexible seating with storage (Island with magnet stools)



A top-down photograph of a group of people's hands and forearms stacked in a circle. The hands are of various skin tones and are wearing different colored sleeves: orange, blue, and grey. The background is a blurred indoor setting. A semi-transparent dark grey banner is overlaid across the middle of the image, containing the title and subtitle text.

# BUILDING TOURS

Manheim Twp SD & Elizabethtown Area SD



# MANHEIM TOWNSHIP MIDDLE SCHOOL



SEATING AREA

# MANHEIM TOWNSHIP MIDDLE SCHOOL







COLLABORATIVE  
LEARNING

BAINBRIDGE ELEMENTARY





COLLABORATIVE  
LEARNING

BAINBRIDGE ELEMENTARY



# BAINBRIDGE ELEMENTARY



COMBINED  
CLASSROOM



SINGLE CLASSROOM

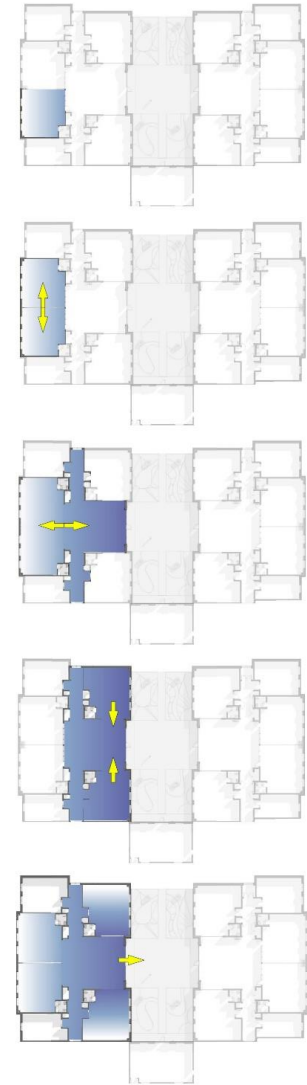
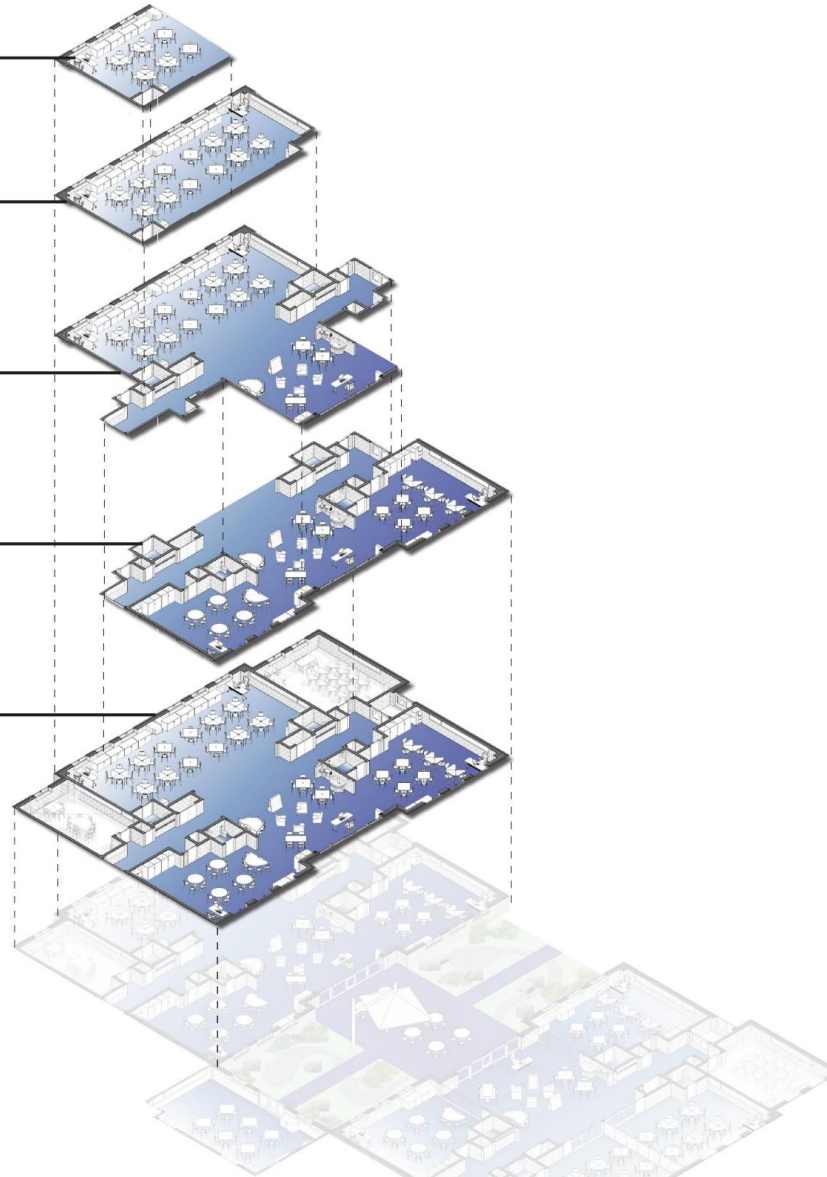
COMBINED CLASSROOMS

COMBINED CLASSROOMS  
& COLLABORATIVE  
LEARNING SPACE

CLASSROOMS &  
COLLABORATIVE LEARNING  
SPACE

COMBINED CLASSROOMS &  
COLLABORATIVE LEARNING  
SPACE

SCALES OF  
LEARNING

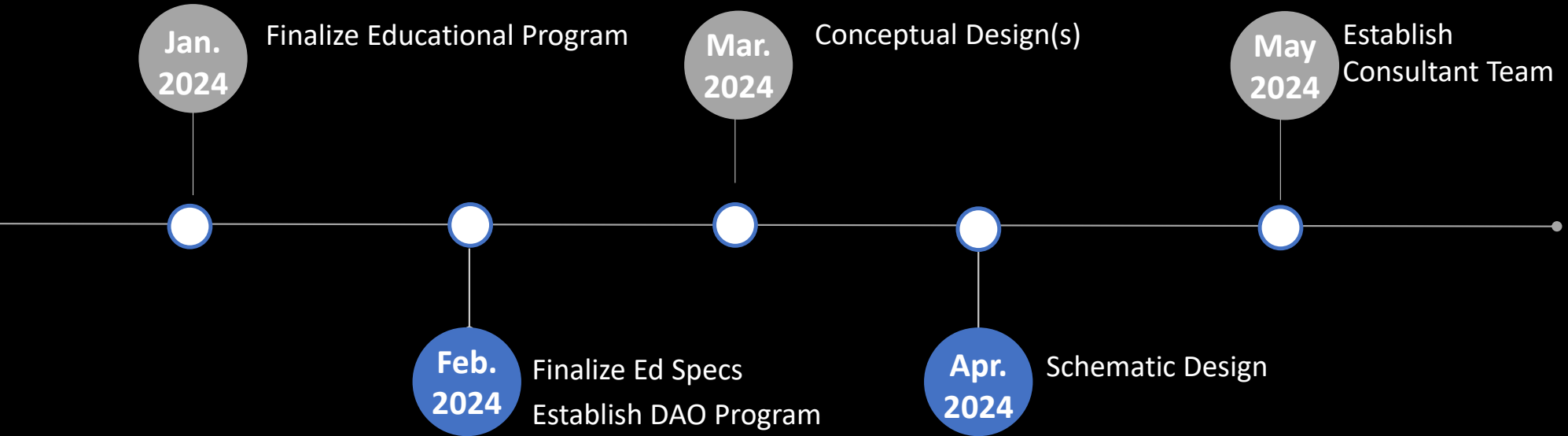




# NEXT STEPS

Upcoming Milestones

# NEXT STEPS



# Questions?



Crabtree, Rohrbaugh & Associates  
[www.cra-architects.com](http://www.cra-architects.com)





**CONSTRUCTION MANAGEMENT & CONSULTING**

# VISION

*We believe that constructing is about fulfilling dreams ... that buildings are manifestations of goals and aspirations ... that projects should be planned and professionally executed to budget and completed on time ... and that the process of constructing these dreams should be a pleasant, relationship-building experience. Fidevia (Latin for “trusted path”) is a diverse family of construction professionals passionately committed to providing its clients, whom it likewise considers family, with the most professional and tailored Construction Management, Consulting and Advisory Services in order to fulfill these dreams ... that through partnership and delivered results, Fidevia may serve as its clients’ trusted path for their projects.*

Welcome to  
LITITZ



**Fidevia Only  
Represents Owners**

**Breadth of Experience**

**Unparalleled In-House  
Expertise & Knowledge**

**Frequent Communication /  
Team Meetings / Tours**

**Project Control  
Methods / Dashboard**

**Proven Track Record**

# The K-12 Construction Experts

*Since 2003, Fidevia has  
managed over  
**\$2,300,000,000**  
in Pennsylvania Public  
School Construction*



**TRUSTED  
PARTNER**



**PROVEN  
TRACK  
RECORD**



**UNPARALLELED  
IN-HOUSE  
EXPERTISE  
& KNOWLEDGE**



**THE A-TEAM OF  
PROFESSIONALS**



**EARLY DISPUTE  
RECOGNITION,  
PREVENTION &  
RESOLUTION**



**BEST  
VALUE**

**CELEBRATING  
20 YEARS  
OF SERVICE!**



Bainbridge Elementary School



Tulpehocken Junior-Senior High



Northern Lebanon Elementary School



Abraham Lincoln Middle School



West Berwick Elementary



# PROJECT TEAM



**Dan Cicala**  
*Principal*



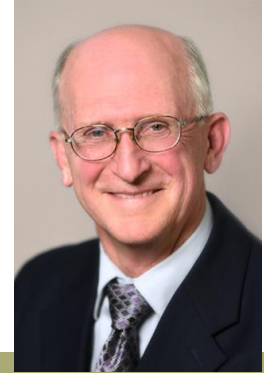
**John Michel**  
*Preconstruction  
Manager*



**Melanie Heckel**  
*Contract Review /  
Bidding / Documentation*



**Heather Crownover**  
*Meeting Attendance /  
Bidding*



**Don Koser, P.E.**  
*VE & Constructability  
Review*



**John Eck, Jr.**  
*Project Executive*



**Kelby English**  
*On-site Construction  
Manager*



**Brenda Santiago**  
*Construction  
Administrator*



**Mark Binkley, Jr.**  
*Scheduling & Quality  
Control*

# SERVICES

## PLANNING & PRECONSTRUCTION PHASE

- Full-Service Owner Representative
- Conceptual Planning & Goal Setting
- Master Plans & Feasibility Studies
- Budget Creation & Cost Estimating
- Establishment of Participant Rights & Obligations
- Value Engineering & Constructability Reviews
- Schedule Development & Preparation
- Preparing and Maintaining Professional Requests for Proposals
- Creation/Review of Project Contract & Bidding Documents
- Bidder Engagement
- Document & Data Management
- Owner "In-House" Expert
- Establishment of Control & Tracking Measures

## BIDDING / PROCUREMENT

- Prepare Bidding Documentation
- Proactively Ensure Contractor Engagement
- Bid Protest Review and Management
- Contract Review / Management

## CONSTRUCTION & CLOSEOUT PHASE

- Monitor the Plan & Deliver Results
- Construction Administration & Management
- Schedule Analysis, Monitoring and Realignment
- Monitor Cash Flow and Leverages
- Analysis and Mitigation of Change Orders, Directives, Errors and Omissions

## PRECONSTRUCTION / BIDDING PHASES

- **Scope**
  - Ensuring the best possible project to address all DTSD needs
  - Community & Faculty Involvement
- **Schedule**
  - Phasing Plan
  - Approvals
- **Budget**
  - Cost Estimating
  - Value Engineering
- **Best Price on Bid Day**

## CONSTRUCTION / CLOSEOUT PHASES

- **Safety is Paramount**
- **Comprehensive On-site Management**
  - DTSD's Eyes and Ears
  - Daily Reporting & Documentation
- **Comprehensive Fidevia Team**
- **Change Order Management**



**Thank you!**  
**Questions?**



## EVENT CONTRACT

Invoice Number 47611  
Kristina Chroneos

550 Homestead Road  
Hershey, PA 17033  
P: 717-557-4968 C:  
Surface type: Indoor



287 Main Street  
Felton, PA 17322  
717-650-7657  
info@3monkeysinflatables.com

#	Item	Per Unit	Quantity	Price
1	Ninja 40ft Obstacle Course II  40' L x 11' W x 11' H   14 amps	1	\$369.00	\$369.00
2	Plinko Carnival Game	1	\$0.00	\$0.00
3	NO Thank you. I will provide my own.	1		
4	Minimum Order Fee	1	\$30.00	\$30.00

Rental Start Date	03/22/2024 01:00pm	Total	\$509.00
Rental End Date	03/22/2024 08:00pm	Non Refundable Deposit Required	\$127.25
SubTotal	(\$399.00)	Due	\$509.00
Temporary Fuel Surcharge - Temporary Fuel Surcharge	\$15.00 (\$414.00)		
Travel Fee for 17033	\$95.00 (\$509.00)		
Tax: 0%	\$0.00 (\$509.00)		

## CUSTOMER NOTES

\*Driver - must collect check for FULL balance at the time of setup. \*setup - INDOORS



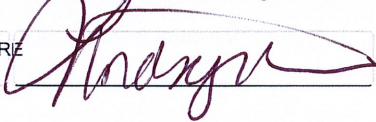
## ADDITIONAL TERMS AND AGREEMENTS

In consideration of the rental of certain equipment, as described on the invoice page of this Rental Agreement and General Release and in addition to all of the terms and conditions set forth on the top of this agreement, the parties do further agree as follows:

1. **Hold Harmless:** The use of the equipment by the Customer shall be at the risk of the Customer exclusively. Customer hereby indemnifies and holds Corsner Entertainment, dba 3 Monkeys Inflatables, its affiliates, and their directors, officers, and employees, harmless from and against any and all claims, actions, losses, judgments, or expenses, including reasonable attorney's fees, arising from or in any way connected with the use of the equipment by the customer or by third parties, during the term of this Agreement.
2. **Mechanical Bull:** I acknowledge that riding a Mechanical Bull machine entails risks that could result in physical or emotional injury, paralysis, death, or injury or damage to me, to property, or to third parties. I understand that the risks cannot be eliminated without jeopardizing the essential qualities of the activity. The risks could result in musculoskeletal injuries, including head, neck, and back injuries. If rented, I agree to review and execute the additional Release of Liability and Assumption of Risk agreement separately attached and required for this equipment and to abide by all applicable safety and liability provisions contained therein.
3. **Equipment, Rent, Payment, and Term of Rental Agreement:** Customer rents from 3 Monkeys Inflatables certain equipment described on the invoice page of this agreement. (Page 1) The rental fee set forth is payable in full, in advance, and the rental term shall be listed as Event Time on the invoice page of this agreement, but all of the customer's obligations arising under the terms and conditions of this Rental Agreement shall run from the actual delivery of the Rental Equipment to the actual pickup of the Rental Equipment by 3 Monkeys Inflatables. If the equipment is delivered by 3 Monkeys Inflatables and accepted by the customer, then the Customer shall not be entitled to any refund whatsoever if the customer elects not to use the equipment due to weather or any other causes.
4. **Weather:** 3 Monkeys Inflatables cannot guarantee weather conditions and we reserve the right to cancel or reschedule your rental prior to delivery if severe weather conditions are imminent or if we have a reason we believe the equipment and/or its users may be in danger. Some examples of severe weather are high winds, excessive rain, snow, or lightning. In the event of severe weather during a rental, the customer agrees that he/she/they will unplug the equipment, allow it to deflate if applicable, and not use the equipment until the severe weather ends. You may call the office at 717-650-7657 with any questions.
5. **Care of the Rental Equipment:** The customer shall be responsible for any and all damages to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable, and proper use of the rental equipment." Customer shall be liable to 3 Monkeys Inflatables for any and all damages, which is not "ordinary wear and tear" in an amount up to the replacement value of the rental equipment. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, exceeding rated capacities, breakage, improper use, abuse, contamination of, or dirtying of rental equipment with non-approved items such as chemicals, food, paint, silly string, mud, clay, feces, confetti, silly string, and other materials. Customers will be billed for any accessories not returned such as balls, headgear, bags, and props for the photo booth. If the equipment requires electricity to run it is the customer's responsibility to ensure there is electricity within 50-100 feet of where the equipment will be placed. If this is not possible, we do have generators available for rent. We cannot run electricity over 100ft.
6. **Possession/Title:** Customer's right to possession of the Rental Equipment begins upon delivery to Customer's Premises and Terminates on actual pickup by 3 Monkeys Inflatables. Retention of possession or any failure to permit the pickup of the item(s) on or after the end of the "Rental Period" specified constitutes a material breach of this agreement. In the event that the equipment is not permitted to be picked up (returned) for any reason, including theft, the customer is obligated to pay 3 Monkeys Inflatables the full replacement value for such equipment, plus any and all incidental costs associated with the attempted pick up and recovery of the equipment, as well as any costs associated with loss of future, booked rentals that 3 Monkeys Inflatables is unable to provide until they have the replacement equipment. The title to the rental items is and shall remain with 3 Monkeys Inflatables. The customer agrees to keep the rental equipment in his/her/their custody and control from the time of delivery of the items until 3 Monkeys Inflatables picks up such items. The customer shall not cause nor permit these items to be sublet, sold, moved, or removed from the delivery address, or otherwise transfer such items.
7. **General Misuse:** Do not allow riders to play or climb on walls or roofs of inflatables. Do not allow inflatables to rub against any surface. Unless authorized by 3 Monkeys Inflatables management, never place a water hose in general onto an inflatable. If the inflatable should become wet, have an adult wipe down the unit before riders return. The inflatable should not be wet when riders enter the unit, with the exception of the wet slides.
8. **Unsafe Usage or Behavior:** The customer acknowledges that whenever employees or agents of 3 Monkeys Inflatables are serving as attendants to the equipment, those attendants reserve the right to remove participants that are rowdy, posing a threat to the safety of others or the equipment, or otherwise not following our safety guidelines.
9. **Negligence or Abuse:** The following fees will be assessed for negligence or abuse of inflatable.
  - (a) Spilled drinks, food, bubbles, or confetti could result in a \$100-500 cleaning fee.
  - (b) Do not use any SILLY STRING IN or AROUND the inflatables. The use of silly string will result in a \$250 cleaning fee. Depending on the severity of the damage, you may be subject to a fine for replacing the entire unit based on the value on page 2 under the care of the equipment. Silly string breaks down the vinyl the inflatables are made of.
  - (c) Negligence and damage to the unit could result in a \$500-\$20,000 repair/replacement fee.
  - (d) If the unit is not repairable a fee of \$500-\$20,000 could be assessed.
  - (e) Do not use any type of TAPE on the inflatables. Any tape residue will result in a \$100-500 cleaning fee and could result in the replacement of the unit based on the damage the tape may have caused by breaking down the vinyl.

I have read in detail the above terms, and agree to all of the terms listed above.

SIGNATURE


PRINT  
NAME

Lindsay K. Drew

DATE

February 12, 2024

10. **Equipment Problems:** Should any of the equipment develop a problem, or if it does not function correctly at any time, or if the customer does not understand the operating instructions, the customer hereby agrees to immediately cease the use of that equipment and call the emergency office number. In particular, if the inflatable unit begins to deflate, the customer will immediately have the riders exit the unit and check for one of the following conditions:

- (a) The motor has stopped: in which case check the power cord connection at the outlet where the unit plugs into the outlet to make sure that it has not been unplugged and make sure the breaker has not tripped off.
- (b) If the motor continues to run, check for blockage of the air intake screen on the side of the blower unit. Also, check both air tubes on the back of the unit for snugness and tighten the ties if necessary.
- (c) If either of these steps corrects the problem, fully re-inflate the unit prior to permitting anyone to use the unit.
- (d) If you cannot correct the problem, call our office at (717) 650-7657 (Mon - Friday) or emergency # (717) 881-8668 Steve (Sat or Sun).

11. **Cancellation/Refund Policy:** All Deposits are NON-REFUNDABLE including the damage waiver fee as well. All-weather cancellations must be made by 3 pm the evening before the rental to receive a replacement/rain date for your party or a refund of the remaining balance (not deposit) as long as they fall under our weather cancellation policy. No refund or rain checks will be issued after the equipment has been delivered, even if the equipment is not used. Cancellations that include taking off an existing rental are subject to a 25% additional non-refundable fee if they are done over 4 (four) weeks from the event date. Rentals changed to delete items all items, under 60 days are subject to a 25% additional restocking fee for canceled goods, and under 30 days are subject to a 50% additional restocking fee for canceled goods. Keep in mind that any items that are complete cancellations of all items on the rental are also subject to the 25% non-refundable deposit added in with their fees plus any applicable damage waivers they may have added to the rental. (Cancellation %, + non refundable deposit + damage waiver)

12. **Malfunctions:** If the equipment malfunctions or is inoperable, it is the sole responsibility of the customer to notify 3 Monkeys Inflatables immediately. If 3 Monkeys Inflatables is not notified and given a chance to correct the problem no prorated refund will be given. Given the technical nature of the photo booth and drunk and distracted driving simulator, we reserve 30 minutes of downtime during the event to correct equipment issues and replace paper and ink as necessary. 3 Monkeys reserves the right to refuse service at any time.

13. **Compliance with Laws:** Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, parish, state, federal, or other governmental or quasi-governmental laws, ordinances, and/or regulations that may apply to the use of the rental equipment during the rental period. The customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from the Customer's use of the rental equipment, including any subsequently determined to be due. The customer is solely responsible for obtaining any and all permits and/or licenses from the appropriate government agencies prior to use.

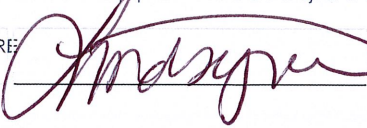


14. Legal Fees: In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.
15. Customer Acknowledgement: Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all terms and conditions on all pages and that they understand its content and execute it freely, intelligently, and without duress of any kind. The customer agrees to read the FAQs found on our website and is bound by the document, terms, and conditions found there. It is their responsibility to read the document and understand all terms.
16. Severability: If any of the terms or conditions of this Agreement are found to be unenforceable, illegal, or unconscionable by a court of competent jurisdiction, such item shall be stricken from this agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.
17. Authorized: The undersigned for Customer agrees that he/she is authorized to enter into agreements on behalf of the Customer and is at least 18 years of age.
18. Overnight Rentals: The lessee understands and acknowledges that the blower is to be removed from the inflatable device and locked up in a secure location overnight.

  
Save

Entire Agreement: This agreement constitutes the full agreement between 3 Monkeys Inflatables and Customer. Any prior agreements, whether written or oral, promises, negotiations, or representations not expressly set forth herein shall be of no force or effect. The customer acknowledges the receipt of the Rental Equipment that is the subject of this Rental Agreement and General Release and the fact that it is in good working order.

SIGNATURE

PRINT  
NAME

Lindsay K. Drew

DATE

February 12, 2024

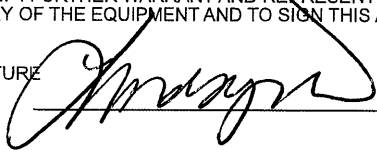
## RENTAL AGREEMENT AND GENERAL RELEASE

NOTE: Driver drop-off and pick-up times are approximate. Because our equipment requires set up time and we usually have multiple events being dropped off by each truck, we may arrive as early as 6 am on the rental date to drop off and as late as 12 am to pick up the equipment. The customer is responsible for and required to stay with all the equipment until it is picked up by our representative, or other arrangements have been made.

- All leased equipment requires mandatory adult supervision (16+) at all times.
- The Customer, Receiver, and User of the leased equipment understand and agree to provide an attendant (16+) who is instructed in the operation and safety of the leased equipment. They are responsible for watching all play and use of the inflatable at all times, never leaving it unattended. Being fully aware of everything in/around the inflatable that is going on.
- Customers will provide their own liability insurance unless otherwise specified.
- Customer is responsible for the replacement value of the leased equipment in the event of theft, vandalism, fire, or any act, which damages or destroys the leased equipment.
- All rentals are to be paid by the time of service. We do not bill for service unless arrangements have been made and will be in the notes section of this contract.
- Failure to comply with the terms of this agreement, failure to make the payment, or failure to return leased equipment to 3 Monkeys Inflatables as agreed shall result in the customer being liable to 3 Monkeys Inflatables for an additional one-day rental fee, each day until all equipment is returned and/or payment in full is made, as well as all legal fees, court fees, and attorney fee's incurred or associated with obtaining the return of or full payment for said equipment.
- Pre-existing Health Conditions: Warning – Individuals with head, neck, back, and other muscular-skeletal injuries or disabilities, pregnant women, individuals with pre-existing injuries and health conditions (including participants in casts), small infants, and others who might be susceptible to injury from falls, bumps, or bouncing are not permitted in the inflatables at any time.

I, \_\_\_\_\_, HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE HOLD HARMLESS AND ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGE, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM THE CUSTOMER AND I AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT.

SIGNATURE

PRINT  
NAME

Lindsay K. Drew

DATE

February 12, 2024



Brick Landscaping  
P.O Box 2005  
Cleona, Pa 17042  
(formally Cheyney Property Maintenance)

**PROPOSAL SUBMITTED TO:**

NAME: Derry Township School District

ADDRESS: 30c E. Granada Ave.

P.O Box 898

CITY/STATE: PHONE: Hershey, Pa 17033

**ACCEPTANCE OF WORK UPON COMPLETION.**

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

CPM INITIALS \_\_\_\_\_

**Project Outline: 2024**

- Yearly mowing and weed trimming for grass locations
- Spring and Fall clean-ups
- Debris removal from all window wells at the end of leaf collection
- Mulching of all bed areas
- Weed control around building and alley ways
- Shrub trimming and flower pruning as needed.
- Tree trimming as needed
- Trash and debris cleaned weekly as needed.

Estimated Yearly Total- \$13,500- \$15,000

\* Price could change in either direction pending the number of time we mow grass throughout the year, actual leaf collection labor time or any other unforeseen circumstances or projects that may arise.

4

Contract starts 1/1/202~~1~~<sup>4</sup> - (1 year contract)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of the price above. Must receive signed contract prior to construction.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control.

Respectfully submitted \_\_\_\_\_

DATE

12-20-23

NOTE: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**ACCEPTANCE OF PROPOSAL :**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payments will be made as outlined above. Signature \_\_\_\_\_

Date: February 12, 2024



www.gofmx.com  
1 (844) 664-4400  
800 Yard St., Suite 115  
Columbus, OH 43212

## Subscription Summary

### Contact Information

Name: John Fready  
Email: jfready@hershey.k12.pa.us  
Account: Derry Township School District  
Phone: (717) 534-2501 EXT 3202  
Address: 101 American Ave, Brentwood,  
Pennsylvania, United States, 94513-4604

### Sales Order Information

Expiration Date: Feb 14, 2024  
Prepared By (Name): Sam Blazer  
Prepared By (Email): samuel.blazer@gofmx.com  
Contract Start Date: Feb 15, 2024  
Contract End Date: Jun 30, 2024

Payment Terms: Net 30

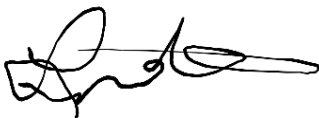
Item Name	Feature Name	Line Item Notes	Net Price
ArbiterSports	ArbiterSports		\$750.00
Custom Work Request Module	Supply		\$1,000.00
Feature	Preventive Maintenance		\$1,000.00
Feature	Standard Dashboards		\$1,000.00
Feature	Invoicing		\$750.00
Feature	Schedule Request		\$1,326.00
Feature	Inventory		\$750.00
Feature	Maintenance Request		\$1,000.00
Feature	Reservation Finder		\$750.00
FMX Implementation & Training Discount	FMX Implementation & Training Discount		(\$3,935.00)
FMX Implementation & Training Fee	Implementation & Training Fee		\$7,610.00
FMX One Time Subscription Incentive	FMX One Time Subscription Incentive		(\$12,076.00)
FMX Recurring Discount	Feature Bundle Discount		(\$3,144.00)
FMX Subscription Fee	FMX Subscription Fee		\$3,000.00
Pre-Built Integration	Pre-Built Integration - LenelS2		\$2,500.00

Item Name	Feature Name	Line Item Notes	Net Price
Recurring Task Workflow	Utility Tracking		\$1,394.00
Total Net Price			\$3,675.00



PRICE LOCK FOR THREE YEARS

By signing this Sales Order, you are agreeing to the [FMX Terms of Use](#) as incorporated herein.

Derry Township School District	
Name	Lindsay Drew
Title	School Board President
Signature	
Date	Feb 12, 2024 10:21:44 PM UTC-0500

**AWP Services LLC.**

309 Maple Street Richland PA 17087

717-275-3481

awpservicesllc@gmail.com

**ESTIMATE**

AWP01177

**DATE**

01/10/2024

**TOTAL**

USD \$465.00

TO

**Derry Township School District Salting Service**

John Fready

30 East Granada Ave. Hershey

☎ +17176591575

Jfready@hershey.k12.pa.us

DESCRIPTION	RATE	QTY	AMOUNT
Salting Services:	\$240.00	1 Per Ton	\$240.00
Dump truck with 2 ton capacity bed salter			
Note: Administration building would take approximately 2-4 tons of salt each snow or ice event			
(Per ton)			
NOTE: In the event of no snow removal just salting required than the truck will be billed at \$100.00 an hour plus the per ton rate.			
Salting Services:	\$225.00	1 Flat Rate	\$225.00
Application of ice melt/ concrete safe salt for sidewalk area			
Flat rate			

**TOTAL****USD \$465.00**

Note: This project is subject to a ROCK CLAUSE or SCOPE CHANGE due to unforeseen circumstances. This is placed due to circumstances not anticipated by the owner/contractor and AWP Services LLC. For example a rock clause may be needed when a ledge of rock, hard pan, boulders, a high water table or

when unstable soil is present while excavating. Buried garbage is another unforeseen circumstance that may slow or stop the progression of the job. Owners/contractors shall investigate the site conditions after receiving notice. If the conditions cause an increase in cost to AWP Services LLC. or the time required for performing any part of the work, an equitable adjustment shall be made under this clause.

-Rock Clause may require a Jack Hammer or use of larger equipment

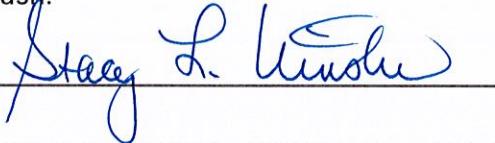
The signature below is agreeing and confirming the following terms and information.

1. Description of work and materials presented above.

2. Pay terms 30 days

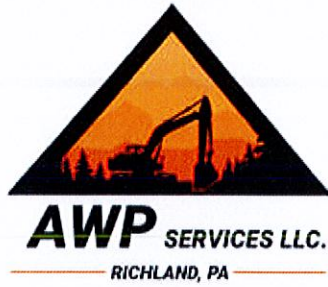
3. Contract price and payment. The customer agrees to pay the contractor the total amount listed above. Payment is subject to additions and/or deductions in accordance with any changes and or modifications approved by the customer. Payment will be made out to the contractor in forms of either check or cash.

Signature

A handwritten signature in blue ink, appearing to read "Stacy L. Lush", is written over a horizontal line.

**\*\*Return signed document to AWP Services LLC.\*\***





## AWP Services LLC.

309 Maple Street Richland PA 17087

717-275-3481

awpservicesllc@gmail.com

ESTIMATE

AWP01176

DATE

01/07/2024

TOTAL

USD \$420.00

TO

### Derry Township School District Snow Removal

John Fready

30 East Granada Ave. Hershey

☎ +17176591575

Jfready@hershey.k12.pa.us

DESCRIPTION	RATE	QTY	AMOUNT
Snow Removal:	\$145.00	1 Hour	\$145.00
Skid loader with a 8' snow box Operator  (Per hour)			
Snow Removal:	\$135.00	1 Hour	\$135.00
Plow truck with 8' 6" (V-plow) snowplow Operator  (Per hour)			
Snow Removal:	\$75.00	1 Hour	\$75.00
John Deer 318 with hydraulic plow Sidewalk machine Operator  (Per Hour)			
Snow Removal:	\$65.00	1 Hour	\$65.00
Labor/ shoveler  Labors will be used if needed  (Per Hour)			

NOTE: Each piece of equipment will be billed hourly at rates stated above for the time it takes to remove snow off property. Snow events will be from when the snow lays and is plowable to when snow is completely cleared off site.

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TOTALUSD \$420.00

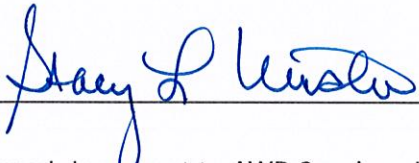
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NOTE: Snow removal requires TWO hour minimum on equipment if called out or mobilized.

The signature below is agreeing and confirming the following terms and conditions. This contract is between AWP Services LLC. and customer for snow removal services - winter of 2023-2024

1. Description of work and materials presented above.
2. Payment of one skid loaders with operator for hours worked at the set price above.
3. Payment of plow truck with operator for hours worked at the set price above.
4. AWP Services LLC. is responsible for sidewalks (discussed with maintenance manger) and salting of section plowed.
5. The service provided will be a 24/7 operation during winter snow storms.
6. AWP Services LLC. will send invoice to maintance manager and the invoice will be due 30 days after received.
7. AWP Services LLC. will be in contact with maintenance manager when snow storms are predicted to plan accordingly.
8. If blizzard storm conditions are present requiring bigger machines (wheel loader/backhoe), an hourly rate will be discussed and set between AWP Services LLC. and school maintenance manger.

Signature



\*\*Return signed document to AWP Services LLC.\*\*





## Trane Controls Proposal

**Controls Proposal For:**

Scott Daub  
Derry Township School District  
PO Box 898  
Hershey, PA 17033-1703

**Local Trane Office:**

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

**Local Trane Representative:**

Matthew Kressley  
Account Manager  
E-mail: [mkressley@trane.com](mailto:mkressley@trane.com)  
Cell: (717) 756-8310  
Office Phone: (717) 561-5400

**Proposal ID:** 3173067

**Date:** August 25, 2023





## TRANE CONTROLS PROPOSAL

## Executive Summary

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

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

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

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

- Updated Controller
- Additional boiler communication
- Removal of obsolete components

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

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

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

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



**Prepared For:**  
Scott Daub

**Date:**  
August 25, 2023

**Job Name:**  
Derry Township SD MS HW Sys MK 2022 BAS

**Proposal Number:**  
3173067

**Delivery Terms:**  
Freight Allowed and Prepaid – F.O.B Factory

**Payment Terms:**  
Net 30

**CoStars Number:**  
008-E22-847

**Proposal Expiration Date:**  
30 Days

Scope of Work "Scope of Work" and notations within are based on the following negotiated scope of work with Mark Anderson and based on the site surveys performed on 1/14/2022.

Technicians shall provide and install an upgrade to the hot water controller in the Derry Township school district Middle School. The existing MP581 and (4) expansion modules shall be removed and replaced with a new UC600 programmable BACnet controller with expansion modules and TD7 color touchscreen display. The existing control devices shall be disconnected from the MP controller and reconnected to the new UC controller.

The (2) existing Honeywell pneumatic control enclosures shall be removed. The (5) 120/24 volt power transformers on the bottom of the Honeywell enclosure shall be relocated to a new Trane enclosure. A new BACnet communication link shall be extended from the new UC600 controller to the existing Tracer SC+ on the first floor in the data room. A new Modbus communication link will be extended from the (3) existing Harsco boilers to the existing Tracer SC+ on the first floor.

Technicians shall provide programming to operate the UC600 controller according to the existing sequence of operation for the hot water system. The (3) existing Harsco boilers shall be integrated into the Tracer System Controller. Additional unit status and system alarms shall be added to the building management system, according to the Modbus registries available.

The existing hot water system graphics will be updated to include the new controller and the associated points.

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

### Controls systems services included

- Project Management
- Engineered Control Submittals and As-Built Drawings
- Control Panel(s) and Low Voltage Wiring installation
- Control System Programming & Graphics
- Control System Commissioning

### Controls systems services not included

- Modifications to the existing boiler communication cards
- Modifications to any other controller or system not specifically listed
- Demolition/removal or replacement of existing devices/sensors quoted as "assumed" to be in working condition
- Any temporary controls
- Repair or replacement of any equipment being controlled

### Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Controls for any systems not listed above are excluded
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors



## Pricing and Acceptance

Scott Daub  
Derry Township School District  
PO Box 898  
Hershey, PA 17033-1703

### Price

Total Net Price (Excluding Sales Tax).....\$32,549.00 USD

### Financial items not included

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

Respectfully submitted,

Matthew Kressley  
Account Manager  
Trane U.S. Inc.  
E-mail: mkressley@trane.com  
Office Phone: (717) 561-5400



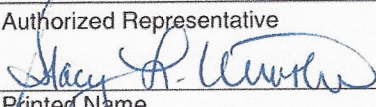
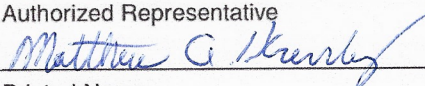
Proposal ID: 3173067



### ACCEPTANCE

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

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

Submitted By: Matthew Kressley	Cell: (717) 756-8310 Office: (717) 561-5400 Proposal Date: August 25, 2023
<b>CUSTOMER ACCEPTANCE</b> Derry Township School District	<b>TRANE ACCEPTANCE</b> Trane U.S. Inc.
Authorized Representative 	Authorized Representative 
Printed Name Stacy L. Winslow	Printed Name Matthew A. Kressley
Title Superintendent	Title Account Manager
Purchase Order	Signature Date 12/11/23
Acceptance Date: 12/8/23	License Number:

**TERMS AND CONDITIONS – COMMERCIAL INSTALLATION**

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

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

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

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

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

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

#### 20. CONTAMINANTS LIABILITY

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

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

**22. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY**



**PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

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

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

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

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

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

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

**27. U.S. Government Work.**

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

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

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

**29. Building Automation Systems and Network Security.** Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.









**WORLDBOOKONLINE.COM**  
**INSTITUTIONAL AND BUSINESS SUBSCRIPTION AGREEMENT**

This Institutional and Business Subscription Agreement sets forth the terms and conditions of your use of the Site and the Services, each as defined below. Additional terms are contained on the Site. Please read all terms and conditions carefully. By executing this agreement, you agree to be bound by the terms and conditions herein, as well as those contained on the Site.

**1. License Grant**

a. World Book Online (the "Site") is an on-line information and educational service provided by World Book, Inc. ("World Book") consisting of information, services and content provided by World Book, affiliates of World Book, and third parties. World Book grants to you a non-exclusive, non-transferable license for you and your authorized users ("Authorized Users" as defined in Section 1(b) below) to access and use the services ("Services"), identified in the **Subscription Information Form** (following this agreement), on the Site subject to the terms and conditions of: (i) the Terms and Conditions of Use, Privacy Policy and other policies posted throughout the Site (collectively, the "Additional Terms", which are incorporated herein by reference, as the same may be changed from time to time by World Book); and (ii) this Institutional and Business Subscription Agreement. The Additional Terms and this Institutional and Business Subscription Agreement shall be collectively referred to as the "Agreement". In the event of a conflict between the terms of this Institutional and Business Subscription Agreement and any other terms, the terms of this Institutional and Business Subscription Agreement shall control.

b. The right to use the Services is granted only to you and your Authorized Users and is not transferable or assignable to any other person or entity. You may permit multiple workstations to access the Services, but only by Authorized Users. Authorized Users shall be members or affiliates of your organization who are established by reasonable security measures developed by World Book, such as: User ID, "cookies", IP address, referring URL, or library card number. User access to the Services utilizing these security measures shall be maintained by you to prevent unauthorized access to the Services.

c. It is your responsibility to ensure that all use of the Services, including, without limitation, use by Authorized Users, is strictly in compliance with the terms of the Agreement. You acknowledge and agree that home access to the Site via a private computer is only permitted by an individual utilizing his or her password, for personal, non-commercial use. You shall not permit utilization of the Site by another institution or entity. Use of your password by another institution or entity is strictly forbidden and may result in immediate termination of this Agreement.

d. You represent and warrant that the data included in the **Subscription Information Form** is true and accurate as of the date your access to the Services is activated by World Book and that you promptly shall inform World Book in the event that any data included in the **Subscription Information Form** needs to be updated or changed.

**2. Usage Obligations**

a. Except to the extent expressly provided in this Agreement, you may not copy, use, sublicense, lease or otherwise remarket or distribute by any means now or hereafter available any portion of or content on the Site.

b. You agree:

- (i) to promptly notify World Book if you or your Authorized Users suspect unauthorized use of the Site;
- (ii) that you and your Authorized Users are responsible for the results obtained, and conclusions drawn, from your or your Authorized Users' use of the Site;
- (iii) that you and your Authorized Users will comply with all applicable laws, regulations, or conventions in using the Site;



- (iv) that neither you nor your Authorized Users are a specifically designated individual or entity under any U.S. (or other) embargo or otherwise subject, either directly or indirectly, to any order issued by any agency of the U.S. Government (or any other government) limiting, barring, revoking or denying, in whole or in part, you or your Authorized User's export privileges and that you will immediately notify World Book in the event you or any of your Authorized Users become subject to any such order; and
- (v) that neither you nor your Authorized Users will export or re-export any Site content, directly or indirectly, to any countries that are subject to U.S. export restrictions.

### **3. The Site**

a. The Site is generally available twenty-four (24) hours a day, seven (7) days a week. However, World Book may, at any time, without notice or liability, restrict the use of the Site or limit its availability in order to perform maintenance, update the Site, or for any other reasons World Book deems appropriate.

b. To the extent that the Site contains links to other web sites or resources ("Third-Party Materials"), your use of such Third-Party Materials shall be governed by any terms and conditions specific to those Third-Party Materials, in addition to this Agreement. The proprietors of such Third-Party Materials may provide technical support of such Third-Party Materials, restrict the use of such Third-Party Materials or limit the availability of such Third-Party Materials for any reason. World Book shall not be liable for any Third-Party Materials.

c. Title to, ownership of, and all proprietary rights in and to the content contained on the Site are reserved to and will at all times remain with World Book and its licensors. You shall have only those limited license rights with respect to the Site expressly granted to you in this Agreement. All rights not expressly granted herein are reserved to World Book and its licensors.

### **4. Warranty**

The Site and content contained therein are believed by World Book to be accurate as of the date of publication. HOWEVER, WORLD BOOK OFFERS NO GUARANTEE OR WARRANTY THAT EITHER THE SITE OR THE CONTENT THEREIN ARE WITHOUT ERROR. THE SITE AND ITS CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WORLD BOOK EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. WORLD BOOK DOES NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE. IN ADDITION, WORLD BOOK DOES NOT REPRESENT OR WARRANT THAT THE SITE WILL BE FREE OF DEFECTS, INCLUDING WITHOUT LIMITATION, VIRUSES OR OTHER HARMFUL ELEMENTS. THE USER OF THIS SITE ASSUMES ALL COSTS IN CONNECTION WITH ANY SERVICING, REPAIR OR CORRECTIONS CAUSED BY USE OF THE SITE.

### **5. Limitation of Liability**

IN NO EVENT WILL WORLD BOOK OR ITS LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE SITE OR ANY INFORMATION CONTAINED THEREIN (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOST PROFITS, LOSS OR CORRUPTION OF DATA, OR COMPUTER FAILURE OR MALFUNCTION), REGARDLESS OF THE FORM OF ACTION AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **6. Indemnification**

You agree to indemnify, defend and hold harmless World Book (including but not limited to any subsidiaries or affiliates and licensors) from and against any claims or demands, damages, liabilities, costs, charges and expenses, including reasonable attorney's fees, that the indemnities may incur as result of your use of the Site and/or your violation of any covenant or obligation contained in this Agreement.



## **7. Charges and Payment**

You shall pay to World Book or World Book's designee, as appropriate, all invoiced fees and charges due under the Agreement within thirty (30) calendar days of your receipt of an invoice. You agree to pay all attorney and collection fees arising from efforts to collect any past-due amounts from you to the maximum extent allowed by law.

## **8. Changes and Notifications**

a. World Book may, at any time, change the Site and/or the content thereof, or the Additional Terms. A summary of any such changes will be provided to you in the "Subscriber News" section of the Site. If you find any change World Book makes to be unacceptable, you may cease using the Site and terminate this Agreement in accordance with its terms. Your continued use of the Site after the effective date of a change constitutes your continued acceptance of the Agreement and the Site, as changed.

b. It is your responsibility to check the "Subscriber News" section regularly and review any changes made. World Book may, at its discretion, supplement the above notices: (i) by putting a pop-up notice on your screen when you access the Site; (ii) by sending you a letter or e-mail; or (iii) utilizing any other reasonable means.

c. If World Book needs to contact you regarding your account, World Book shall do so by regular mail or e-mail. If you need to contact World Book concerning the Site or your account, you may contact World Book at [sub.questions@worldbookonline.com](mailto:sub.questions@worldbookonline.com).

## **9. Term and Termination**

a. The initial term of this Agreement shall be for the period of one (1) year from the date your access to the Services is activated by World Book.

b. Either you or World Book may terminate this Agreement and your access to or use of the Services for any reason at any time by giving the other party notice of termination in writing. Such termination shall be effective upon receipt of the notice. World Book may terminate this Agreement and you or your Authorized Users' access to or use of the Services without notice for your non-payment of any amounts due hereunder and for any conduct by you or your Authorized Users that World Book determines in its sole discretion, either (i) violates this Agreement, (ii) interferes with other users' use of the Site, or (iii) is otherwise inappropriate. Upon any termination, your license to use the Services and to access the Site automatically terminates. In the event that this Agreement is terminated by World Book for cause or by you for any reason, any fees or charges paid by you to World Book pursuant to this Agreement will not be refunded or prorated.

c. Those sections of this Agreement that should by their nature survive termination or expiration of this Agreement, shall survive such termination or expiration

## **10. Subscription Renewal**

This Agreement shall renew for successive additional terms of one (1) year each upon World Book's receipt from you and acceptance of a valid purchase order or other form of payment approved by World Book to extend the term of this Agreement. If no valid payment is received and/or accepted by World Book prior to the expiration of the then-current term, this Agreement will automatically terminate at the end of the then-current term.

## **11. Miscellaneous**

a. This Agreement (together with any additional terms and any attachments hereto) constitutes the entire agreement between World Book and you, and supersedes all previous written and oral agreements or understandings between the parties with respect to the Services and the Site.

b. Subject to the terms of this Agreement, any information exchanged between you and World Book while you are using the Site is not confidential and shall in no way create a confidential relationship.





c. Any terms varying from or adding to this Agreement in any communication from you are void unless expressly agreed to in writing by World Book.

d. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the validity of the remainder of this Agreement will not be affected and each remaining provision of this Agreement will be valid and enforced to the fullest extent of the law.

e. Neither party shall be deemed to have waived any breach by the other party of any of the provisions of this Agreement. The waiver by either party of any breach shall not constitute a waiver of any different or subsequent breach.

f. Nothing contained in this Agreement will be construed to prevent World Book from complying with law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by World Book with respect to such use.

g. This Agreement will be governed by the laws of the State of Illinois without regard to its conflict of law provisions. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts located in Cook County, Illinois, and the parties hereby consent to such jurisdiction and venue.

By signing below, you warrant that you have authority to bind the entity on whose behalf you are signing and acknowledge that you have read, understood and agree to be bound by this Agreement.

SUBSCRIBER: Derry Twp School District WORLD BOOK, INC.

X: Stacy L. Winslow

X: \_\_\_\_\_

Print: Stacy L. Winslow

Print: \_\_\_\_\_

Title: Superintendent

Title: \_\_\_\_\_

Date: 12/19/23

Date: \_\_\_\_\_



## INVOICE

180 N LaSalle Street, Suite 900  
Chicago, IL 60601  
Phone: (800) 975-3250  
Fax: (888) 922-3766  
<https://www.worldbook.com>

### Invoice Details

Presented By: Laura Loeffler  
Title: Sales Rep  
Email: [laura.loeffler@worldbook.com](mailto:laura.loeffler@worldbook.com)

Date Issued: 10/24/2023  
Invoice Number: SF-0024750  
WB Acct No: O1380  
Due By: 11/23/2023

Bill To Name: Derry Township School District  
Bill To: PO Box 898  
Hershey, Pennsylvania 17033  
United States

Ship To Name: Derry Township School District Middle School  
Ship Attn To: Jen Koliscak  
Ship To: 500 Homestead Road  
Hershey, Pennsylvania 17033  
United States

SKU	Product	Quantity	Sales Price	Subtotal
O21C	Online - Discover CORE	742.00	USD 0.40	USD 296.80
O48	Online- World Book Student	742.00	USD 0.40	USD 296.80

Subtotal: USD 593.60

Grand Total: USD 593.60

### Notes

This quote is for annual subscription access to the Discover and Student databases for the Middle School for the 2023-2024 school year. Thank you for choosing World Book! Laura Loeffler (412) 228-7505.

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**PLEASE INCLUDE THIS INVOICE WITH YOUR PAYMENT**

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Institution name: Derry Township S.D. Admin name: Traci Landry  
Address: 30 E. Granada Ave Phone: (717) 531-2211  
City: Hershey Email: tlandry@hershey.k12.pa.us  
State/Province: PA Auxiliary admin email(s): Tarrod Nicholson  
Zip/Postal Code: 17033  
Will you be setting up subaccounts? ☐ Yes ☒ No Requested subscription start date: 12/1/23

### SINGLE SIGN-ON

Which SSO provider(s) do you use?

☐ Canvas

☒ Clever\*

\*district-wide subscriptions only

☐ Classlink

☐ Schoology

☐ N/A

☐ Other (please name): \_\_\_\_\_

☐ G Suite (Google) domain: \_\_\_\_\_

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To provide authentication using IP addresses, please list (or attach a list) the static IP address(es) or address range(s) unique to your institution: 204.14.13.100 - District

☐ USERNAME/PASSWORD

To provide authentication with a username and password, please indicate your first and second choice as well as the password for your institution (all must be 5-16 characters):

Username (first choice): gotrojans

Username (second choice): DTSDwb

Password: DTSD@68

☐ REFERRING URL

If your institution maintains a password-protected website, please provide the URL where the World Book link will be placed: N/A

☐ LIBRARY CARD ACCESS N/A

List the first 2 to 5 digits of your system's library cards that identify your library and recognize patrons: \_\_\_\_\_

What is the total length of your Library Card numbers? (choose one):

☐ Single length of \_\_\_\_\_ digits

☐ Range between \_\_\_\_\_ & \_\_\_\_\_ digits

☐ Two lengths: \_\_\_\_\_ digits OR \_\_\_\_\_ digits

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Other authentication methods, such as geo-authentication, are available for certain institutions upon request.  
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E-mail: [rettew@rettew.com](mailto:rettew@rettew.com) • Web site: [rettew.com](http://rettew.com)

We answer to you.

January 11, 2024

Ms. Stacy L. Winslow, EdD  
Superintendent  
Derry Township School District  
30 East Granada Drive  
Hershey, PA 17033

Engineers

Environmental  
Consultants

Surveyors

Landscape  
Architects

Safety  
Consultants

RE: Proposal for: Derry Township School District  
Elementary School  
RETTEW Project No. 0870700468

Dear Stacy:

Thank you for the opportunity to submit this proposal to provide services in association with the survey and underground utility location for the Elementary School project.

We look forward to our ongoing partnership and to continuing our tradition of delivering creative solutions, effective project management, and responsive services. Our understanding of your goals has enabled us to provide the comprehensive scope of services outlined below.

## SCOPE OF SERVICES

### A. GIS BOUNDARY AND TOPOGRAPHIC SURVEY (PHASE 901)

RETTEW will:

1. Download the latest parcel information from the Dauphin County GIS website.
2. Notify utilities through the Pennsylvania 811 system. A Design Notification shall be submitted with request for a field mark-out of utilities. At the request of facility owners, RETTEW shall provide a plan or aerial of the project site for mark-up, facility locations, and types.
3. Dispatch a Part 107 licensed pilot, Visual Observer (VO), and an Unmanned Aerial Vehicle (UAV) to perform an aerial topographic survey of the subject property and adjacent School Plaza and South 4<sup>th</sup> Street. Cocoa (S.R. 0743) and Homestead Road (T-576) will be completed using conventional survey practices. The survey shall extend approximately 20 feet onto adjacent properties, where permissible and accessible. The topographic survey shall include locations and elevations of the following existing features:
  - a. Existing features noted above
  - b. Buildings and first floor elevations
  - c. Pavement edges, centerlines, and pavement markings
  - d. Driveways and parking spaces
  - e. Curbing and sidewalks
  - f. Fences and signs
  - g. Landscaping and lighting.

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- h. Individual trees in open areas, edges of wooded and brush-covered areas
  - i. Retaining walls and rock outcroppings
  - j. Other visible, accessible and pertinent features.
- 4. Prepare a survey base map in AutoCAD Civil 3D at an appropriate scale and showing the following:
  - a. Site benchmark(s), with vertical datum NAVD 88
  - b. GIS Boundary information
  - c. Contours with a one-foot interval and spot elevations, as deemed necessary
  - d. Mapping features shown beyond the survey limits shall be based on available public GIS data or derived from available aerial mapping and/or record plans.
  - e. Horizontal datum Pennsylvania State Plane Coordinates, South Zone, NAD 83(2011)
  - f. Locations of above ground and/or underground utilities which are visible or are identifiable from RETTEW's Subsurface Utility Engineering (SUE) group or best available plan information. Locations of underground utilities are approximate for design purpose only. This proposal DOES NOT include subsurface investigation and/or confined space entries into manholes or storm structures.

Deliverables:

- 1. Survey base mapping in AutoCAD Civil 3D format with associated surface data files.

#### **B. SUBSURFACE UTILITY SURVEY (PHASE 370)**

RETTEW will:

- 1. Review existing PA One Call (811) public utility information.
- 2. Conduct a preliminary review of existing utility records.
- 3. Conduct a geophysical and subsurface utility survey utilizing electromagnetic (EM), handheld metal detecting, magnetic (MAG), radio frequency (RF) and GPR technology; traceable rodders may also be used where sanitary and storm interiors are accessible.
- 4. Field mark the locations of the identified subsurface utilities and/or anomalies (if any) with paint, stakes, whiskers and/or flagging as appropriate. Horizontal locations of utilities identified will be surveyed in Phase 901.
- 5. Prepare an electronic project completion report with a written summary of the results of the investigation with photographs and a schematic indicating the locations of identified utilities and anomalies.

Deliverables:

- 1. Electronic report including photographs and schematic.

### **ANTICIPATED PROJECT SCHEDULE**

RETTEW will commence subsurface utility work within ten business days of receiving notice to proceed. The survey will commence following the subsurface utility work and will be completed within

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**RETTEW**



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RETTEW Project No. 0870700468

approximately 25 business days after commencement. The final deliverable date is contingent upon favorable weather and timely receipt of information requested from utility, the school district, and/or other companies.

COMPENSATION

RETTEW proposes to provide the aforementioned professional services for the Lump Sum fee stated below. The costs are provided below for your convenience:

PROFESSIONAL FEES	
A. GIS Boundary &Topographic Survey (Phase 901) .....	\$32,630.00
B. Subsurface Utility Survey (Phase 370) .....	\$33,220.00

EXPENSES	
Expenses such as reprographic services, equipment fees, mileage, and overnight travel that are directly incidental to our professional services shall be invoiced to you at our standard rates; expenses from our vendors shall be invoiced at 1.15 times our cost. Expense costs will be in addition to the Professional Fees stated above.	
Estimated expenses for the above services associated with the project: .....	\$600.00
TOTAL PROPOSED FEES .....	\$66,450.00

MEETINGS

All review agency meetings, or meetings not listed in the Scope of Services, shall be attended as requested on a time and expense basis per the hourly rate of the individual effective at the time of the meeting. These costs will be invoiced in addition to the Proposed Fees stated above.

ASSUMPTIONS

- The following is a list of assumptions that apply to this proposal:
- 1. This proposal does not include additional surveys which may be required for a detailed flood study or Highway Occupancy Permits (HOPs).
  - 2. It is assumed that RETTEW will be given permission to access adjacent properties by property owners for purposes of performing the field surveys. Notice of Intent to Enter (NOIE) letters are not included in this scope of services.
  - 3. All meetings not listed in the scope of services above shall be attended, as requested, and billed on a time and expense basis.
  - 4. Survey base mapping will be prepared using RETTEW CAD standards unless otherwise specified by the Client, prior to work commencing.
  - 5. A 7 to 10-day field investigation by a 2-person geophysical field crew is estimated; 8-hour days are assumed. Daily production rates are dependent upon subsurface conditions and the subsurface utility environment encountered. For purposes of this proposal, 7 field



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days have been included in our cost estimate. If additional days are required, you will be notified prior to the completion of any additional work.

6. RETTEW staff performing work on school property will complete background checks as required by the School District. It has been assumed that this will include the PA Arrest/Conviction Report and Certification, PA State Police Criminal Record Check, PA Child Abuse History Certificate, and the FBI Federal Criminal History Check.
7. RETTEW will have access to the school campus during school hours.
8. Traffic controls, beyond road signage and cones, are not anticipated to facilitate the subsurface utility survey. Costs for a flagging crew are not included.
9. The subsurface utility survey excludes irrigation lines for the athletic fields.
10. Building interiors are excluded.
11. RETTEW will utilize an accepted professional standard of care to locate subsurface utilities. However, not all utilities can be located. In some cases, it may be necessary to install test holes through vacuum excavation to verify horizontal and/or vertical utility locations. Additionally, sanitary and/or storm utilities may require robotic crawler video pipe inspection (CCTV) to be designated. RETTEW can provide this task as an additional service if requested.

## **ADDITIONAL SERVICES**

Services not included in the scope and fee described herein may be provided by RETTEW upon your request. We will perform these services as an addendum to the Professional Services Agreement or mutually acceptable substitute agreement, should they prove to be necessary. Proper written authorization must be given prior to initiating any additional services.

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

## **BILLING SCHEDULE**

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

## **PAYMENT SCHEDULE**

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

## **PROPOSAL ACCEPTANCE**

If this proposal is satisfactory and acceptable, and fully sets forth all the items of our understanding, please signify your acceptance by signing the enclosed Professional Services Agreement and returning it to our office. We will forward a fully executed copy to you. This document will then constitute our completed

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**RETTEW**

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agreement. If we are given verbal or written authorization to proceed with any portion of this work prior to receiving an executed agreement, or if we receive payment from you toward this project, the terms and conditions of the attached Professional Services Agreement will be considered to be in full force, as if it had been executed, until such time as another agreement is executed by both parties.

If you have any questions regarding this proposal or wish to discuss any item(s) contained herein, please contact Melissa Kelly at [melissa.kelly@rettew.com](mailto:melissa.kelly@rettew.com) or 717-344-5099. We will work to give you the quality service you deserve as a valued client of RETTEW.

Sincerely,



Melissa A. Kelly, RLA  
Project Manager  
[melissa.kelly@rettew.com](mailto:melissa.kelly@rettew.com)



James R. Caldwell  
Municipal Team Lead  
[jcaldwell@rettew.com](mailto:jcaldwell@rettew.com)

Enclosure

copy: Ms. Sheryl Pursel, Business Manager

Z:\Shared\Projects\08707\0870700468 - School Site Survey\00 Contracts\00 Proposal\Pro\_DTSD Elementary School\_2024-01-11.docx



We answer to you.

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

E-mail: [rettew@rettew.com](mailto:rettew@rettew.com) · Web site: [rettew.com](http://rettew.com)**PROFESSIONAL SERVICES AGREEMENT****Project No. 0870700468**

THIS AGREEMENT entered into on this 11th day of January, 2024 by and between  
Derry Township School District located at 30 East Granada Drive, Hershey, PA 17033

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

THE AGREEMENT IS ENTERED INTO WITH RESPECT TO THE FOLLOWING PROJECT:

Elementary School Project

located at: Derry Township, Dauphin County, Pennsylvania

hereinafter called the PROJECT.

THE CLIENT AND RETTEW AGREE AS FOLLOWS:

A. Scope of Services to be Provided by RETTEW:

As outlined in the Proposal of January 11, 2024.

B. Total Fee to be Paid to RETTEW:

As outlined in the Proposal of January 11, 2024.

C. Schedule for the Services of RETTEW:

As outlined in the Proposal of January 11, 2024.

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

## ACCEPTANCE AND EXECUTION OF THIS AGREEMENT:

BY:

(Client Signature)

Lindsay K. Drew

(Printed Name)

BY:

(RETTEW Signature)

James R. Caldwell

(Printed Name)

TITLE: President, School BoardDATE: February 12, 2024TITLE: Municipal Team LeadDATE: 2/13/2024

0870700468

## PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

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

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

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

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

**5. Limitations of Liability.**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**14. Fees.**

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

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

**15. Additional Work.**

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

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

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

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

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

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

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

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

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

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

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

### **Agreement for Owner's Representative on Construction Project**

This is an agreement ("Agreement") between the Derry Township School District, 30 East Granada Avenue, Hershey, PA 170333("DTSD"), and Fidevia, LLC, 750 Lititz Pike, Lititz, PA 17543 ("Fidevia"), for Fidevia to serve as Owner's Representative for the New Hershey Elementary School and Renovation of an existing elementary building.

#### **BACKGROUND**

The DTSD intends to design and construct a new Hershey Elementary School and renovate an existing elementary building (the "Project"). To help guard against defects and enhance efficiencies for the Project, the DTSD wishes to engage an Owner's Representative to provide the services identified in this Agreement. Fidevia is a business that provides Owner's Representative services, and wishes to accept the assignment as Owner's Representative for the Project. Intending to be legally bound, the parties agree to the following terms and conditions.

#### **TERMS AND CONDITIONS**

1. The DTSD agrees to engage Fidevia and to pay it for providing the following services as Owner's Representative for the Project:
  - a. Services to be provided pursuant to this Agreement shall cover the design, bidding, construction and closeout phases of the Project, based on design phases for which the DTSD has currently contracted an architect for the Project (the "Architect")
  - b. For "Pre-Construction Services" listed in DTSD's RFP dated November 27, 2023 (Attachment A), to be provided by Fidevia, the DTSD shall pay Fidevia a Lump-Sum fee of \$143,450.
  - c. Fidevia shall also provide "Construction Phase Services" listed in DTSD's RFP dated November 27, 2023 (Attachment A) and shall continue providing such services throughout construction and close-out until the Project is finally completed. The fee for such services under this Section 1.c shall be \$20,100 per month for a total fee of \$462,300 based on a twenty-three month construction schedule for Construction / Closeout Phases (the exact construction schedule shall be established at the time of bidding and Fidevia's fee adjusted accordingly). There shall be no additional fee paid to Fidevia for such services, unless the scope of services or project schedule as bid is henceforth expanded in a manner that very substantially increases the extent of Fidevia's services, in which case the parties shall negotiate an equitable adjustment to such fee.
  - d. In addition to the specific items listed at Attachment A, the Owner's Representative shall also perform other assignments as directed by the DTSD that pertain to the Project, including working collaboratively with the Architect when requested and assisting with litigation or other forms of dispute resolution, and shall do so for no additional fee so long as they do not place an undue additional burden on the Owner's Representative.

2. The DTSD shall not reimburse Fidevia for any out-of-pocket costs associated with the provision of services under this Agreement, except for costs associated with pre-authorized travel to locations other than the Project site or other DTSD-owned property.

3. The DTSD and Fidevia do not intend this Agreement to modify the services to be provided to DTSD by the Project Architect pursuant to a separate contract with the DTSD (the "Architect's Agreement"). Rather, the intention is for Fidevia, through its services as Owner's Representative, to serve a distinct function on the Project, in protecting the DTSD's interest of receiving a cost-effective, well-constructed project with appropriate materials and systems, and in serving as fiduciary to the DTSD, by acting separately and independently of the Architect, the contractors for the Project (the "Contractors") and other parties.

4. Fidevia shall not assign the duty of performing services under this Agreement to any other party.

5. This Agreement shall terminate upon the earliest of the following: (a) Final Completion of the Project; (b) such other time as may be mutually agreed upon by the DTSD and Fidevia; (c) sixty (60) days after the DTSD provides Fidevia notice of termination without cause; or (d) immediately upon termination by either party for cause, after the other party fails to cure a material breach of this Agreement (including, without limitation, any failure to provide the Pre-Construction Services or Construction Phase Services in Attachment A) within two weeks of written notice of such breach. In the event the Agreement is terminated prior to Final Completion of the Project, the DTSD shall pay Fidevia for services rendered through the effective date of such termination, but not pay any additional fee.

6. The DTSD shall provide Fidevia access to and copies of all pertinent Project documentation and other information necessary for Fidevia to perform its duties under this Agreement. Fidevia agrees to maintain confidentiality with regard to any non-public information provided to it pursuant to this Agreement.

7. Fidevia agrees to perform all services under this Agreement with the level of skill and care ordinarily used by an Owner's Representative under similar conditions at the same time and within Dauphin County and contiguous counties. In the event of litigation, Fidevia shall be liable to the DTSD for any and all costs, loss, liability or damages (including reasonable legal fees or consultant expert fees) incurred by the DTSD, resulting primarily from Fidevia's failure to use such skill and care. Should the DTSD be adjudged to be primarily at fault, the DTSD shall reimburse Fidevia for its reasonable costs in defending itself.

8. Fidevia agrees that throughout the term of this Agreement, and for at least two years after termination of this Agreement, it shall maintain "occurrence" insurance coverage in at least the following amounts per occurrence and other terms that are usual for a professional Owner's Representative consultant: Professional liability, \$1,000,000 (\$2,000,000 in the aggregate); Comprehensive General Liability, \$1,000,000 (\$2,000,000 in the aggregate); Automobile, \$1,000,000; Worker's Compensation in compliance with state minimum

requirements. Fidevia shall provide a Certificate of Insurance to the DTSD at the outset of this Agreement, and at other times upon request of the DTSD. Prior to making any changes in their insurance, Fidevia shall provide DTSD at least sixty (60) days written notice. Failure to maintain the required insurance limits shall be deemed a material breach of this Agreement.

9. In providing Owner's Representative services pursuant to this Agreement, Fidevia will be acting as an independent contractor, not as an employee of the DTSD. In that regard, Fidevia and its employees will not be eligible for any employment-related benefits or be supervised by the DTSD, and the DTSD will not control the means and methods by which Fidevia and its employees provide services. Fidevia shall be solely responsible for any and all taxes due as an independent contractor, and shall indemnify and hold the DTSD harmless for all such taxes. Fidevia may perform services for other clients, but only if doing so does not interfere with its ability to perform all services requested hereunder by the DTSD. Fidevia and the DTSD acknowledge that this Agreement does not create a partnership or joint venture between them.

10. Fidevia warrants that all information contained in its response to the DTSD's request for proposals is true and accurate to the best of its understanding and belief. Any standards of performance contained in such response shall be incorporated into this Agreement to the extent they supplement or exceed standards otherwise stated herein.

11. Any unresolved disputes arising from this Agreement or the Project shall be subject to mediation if all parties are in agreement, and otherwise subject to litigation in the Dauphin County Court of Common Pleas, with the parties waiving the right to a trial by jury.

12. This Agreement may be modified by mutual written agreement at any time.

Both parties have executed this agreement below by duly-authorized representatives.

  
\_\_\_\_\_  
Derry Township School District

February 12, 2024

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Fidevia, LLC

2/13/2024

\_\_\_\_\_  
Date





*All-in!*  
NEWSLETTER

## CAIU Board of Directors

Melanie Gurguiolo, *President, Camp Hill*  
John Kaschak, *Vice President, Lower Dauphin*  
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Patrick Shull, *Newport*  
Lauren Silvers, *Central Dauphin*  
Gerald Schwille, *Northern York County*  
Michael Wanner, *Steelton-Highspire*

## CAIU Executive Team

**Dr. Andria Saia**  
*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

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- 4 A Very Merry ELECT Holiday Party
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- 8 ThoughtExchange; Situational Awareness Spotlight
- 9 Mission Moments: Service Projects; Holiday Bazaar; Ready, Set, Explore!
- 10 Trainings and Events; Opportunities to Do Good
- 11 New Hires; Retirees
- 12 Compliment Corner



**On the Cover:** 2024 Star Award Winners  
(Left to Right: Dr. Andria Saia, Greer Aukstakalnis, Jackie Ford, Haley Burkholder, Bridgid Wills, Kelly Evans, Kirby Hoke, Dr. Kevin Roberts)

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](mailto:communications@caiu.org).

**Deadline for February All-In: Friday, January 26**

## All-in! NEWSLETTER

Executive Director Report  
All-In! Newsletter  
January 2024  
2023-2024, Issue 7  
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**Please like us on social media!**







# Are You *Surviving* or *Thriving*?

## What You Can Do to *Flourish* and *Find Joy*

A couple of weeks ago at All Staff Day I took the opportunity to talk about what it means to thrive and ways you can intentionally thrive. I think the topic deserves a bit more conversation, so I thought I would carry it over to this month's All-In.

Recall that surviving is merely continuing to live or exist. Survival mode is often a response to our stress response getting triggered over a long period of time, and can be characterized by finding yourself in one or more of the following states:

- **Fight:** anger, aggression, defensiveness, passive aggressiveness
- **Flight:** canceling plans, avoidance, a need to get away from a person or situation
- **Freeze:** exhaustion, wanting to stay home, numbing (binging tv, food, other substances), difficulty finding energy

Thriving on the other hand is defined as prospering, flourishing, and achieving greater levels of overall wellbeing, positivity, satisfaction and personal growth. It involves transformation, growing and adapting with purpose. Thriving is characterized by happiness, vitality, enjoyment of people and activities, commitment to wellness of self and the group, generosity and empathy.

If you find yourself in any of the Survival states described above, there is still good news. The same actions you can take to reduce and eliminate your stress response and escape survival mode are the same steps you will take to thrive. It all starts with setting your intention. What does it mean to be intentional? Intention is defined as an aim, a purpose, or a determination to act in a certain way. Think of it as living your life on purpose. Setting your intention starts with getting clear with yourself about what is important

to you and what you want to achieve. It is about having a vision for your life, both in the future, and for every day.

***How would you live differently if you believed you are the director of your life?***

Whether to escape survival mode or to increase thriving, prioritizing self-care, nurturing relationships, and pursuing personal growth are critical. Start small, particularly if you find yourself in fight, flight or freeze. If you are constantly exhausted, with no energy to do the things you used to love, start with intentionally committing to a daily 15 walk or 10 minutes of an activity you like. If you are struggling with relationships, intentionally schedule 10 minutes to connect with a friend. Thriving is not an individual pursuit, you need connection to others. I am sure you get the idea. No matter what you have chosen to change, allow yourself to thrive, slowly and with intention.

Another critical element is being aware of your thoughts and presence. What are you putting out into the universe? Instead of focusing on what you do not want, find ways to emit your joy into the world, in your interactions with yourself and others.

Although we can get stuck on the fact that living and thriving intentionally requires that we take action and responsibility, consider how amazing it is that we get to choose how we show up every day! We are the only ones that have authority over our perspective and actions. We can choose to be the powerhouse superstars that we are, on purpose. 🍏



*Andria L. Saia*

**Dr. Andria Saia,**  
Executive Director

# A Very Merry ELECT Holiday Party

By **Dr. Irene Reedy**, *Program Supervisor*

As the holiday season sparkled with joy and cheer, the Education Leading to Employment and Career Training (ELECT) program hosted a holiday party that showcased the spirit of community and support for pregnant and parenting teens across the Capital Region. This festive gathering, held at our Enola office, brought together over 30 students from across the region, along with their children, partners, and families, in for a celebration of togetherness.

The ELECT program, dedicated to empowering young parents through education and career opportunities, outdid itself with an event that was much more than just a celebration. It was a platform for connection, growth, and mutual support. Our attendees, ranging from enthusiastic teenagers to the youngest of toddlers, experienced an evening filled with joy, learning, and holiday magic.

As the doors opened, the warmth of the festive decorations and the sound of laughter set the tone. The event space was transformed into a winter wonderland, complete with twinkling lights and a cozy fireplace scene that served as the perfect backdrop for photos with Santa Claus. The air was filled with the sounds of holiday music and the excited chatter of families and friends coming together.

One of the highlights of the night was the networking dinner, which provided our teen students a chance to mingle, share stories, and connect with others who walk similar paths. This meal was not just about savoring delicious food

but also about building a network of support and friendship. It was an opportunity for our students to realize they are not alone in their journey; they are part of a community that understands and supports them.

The children were not left out of the fun. The party featured a variety of activities catering to all ages. There were games that sparked laughter and excitement, crafts that allowed for creativity and expression, and, of course, plenty of gifts. The joy in the children's eyes as they engaged in these activities and received their presents was a reminder of the innocence and wonder of childhood.

The ELECT Holiday Party was more than just an event; it was a testament to the resilience, strength, and potential of our young parents. It was a day to celebrate not just the festive season but the milestones they have achieved and on their journey ahead. As the party came to a close, it was clear that the memories made and the bonds formed would last far beyond the holiday season. This event was a beacon of hope and a reminder that with the right support and opportunities, our young parents can and will thrive. The ELECT program remains committed to nurturing these young families, ensuring they have the tools, resources, and community support to build bright futures for themselves and their children.

As we move into the new year, let us carry the spirit of this holiday party with us – a spirit of community, support, and unwavering belief in the potential of every young parent and child we have the privilege to serve. Happy holidays, and here's to a year of growth, success, and empowerment. 🍏







# I Love It When A Plan Comes Together

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

The CAIU Business Team has a goal to **make it easier to do business with us**. Several months ago, our team convened to brainstorm ways to simplify data submissions for CAIU staff. Our aim was to streamline this process, allowing our staff's valuable time to be directed toward meeting our students' needs rather than being consumed by paperwork management.

The CAIU encountered common challenges: disparate data sources, communication bottlenecks, and the absence of a centralized information hub for essential data and approvals. To address these hurdles, we saw the potential of InformedK12 (IK12) to **revolutionize our operational efficiency**. In the ever-evolving landscape of educational technology, the significance of data-driven decision-making and time efficiency has become pivotal in shaping effective learning environments. This endeavor aligned seamlessly with our strategic plan of making it easier to do business with us.

IK12's data analytics and reporting tools proved invaluable to us. The capacity to gather, analyze, and visualize data in meaningful ways empowered administrators to allocate their focus elsewhere in their roles. Initially targeting 10 processes—including requests for invoices, employee reimbursement, and purchase requisition—requiring paperwork submissions, supervisor approvals, and transmission to either HR or the business team, we planned a gradual IK12 integration.

However, we quickly realized the breadth of other processes that could benefit from this solution. In just a few months, we expanded from the original 10 forms to approximately 26 different forms within the system. Since implementation, **more than 2,000 individual forms have been successfully submitted** through IK12. We've not only saved on paper submissions but also, critically, on the scarce resource of time. All our forms undergo review and approval for accounting purposes, now seamlessly conducted electronically. The days of sifting through email attachments and forwarding them through multiple supervisors are gone. The forms now follow a predetermined route, all managed efficiently behind the scenes.

One of the many benefits of an integrated, online data-submission platform is that everyone involved can see where their form is in the process. Supervisors can see when the form has been submitted; staff can see when the form has been approved by a supervisor and moved to the next process.

The success of IK12's implementation wasn't devoid of challenges. The team prioritized **comprehensive training and ongoing support** to ensure a smooth transition and maximize the platform's potential. Through dedicated training sessions, continuous professional development, and responsive technical assistance, our staff became proficient in utilizing the platform's features to their fullest.

The CAIU's successful adoption of IK12 stands as **proof of technology's transformative power in education**. By harnessing this comprehensive platform's capabilities, the CAIU not only streamlined operations but also paved the way for a more connected, data-driven, and efficient process.

**Our IK12 success story serves as an inspiring example of how innovative technology can tangibly improve education.**

The ripple effects of implementing IK12 reverberated throughout the CAIU, fostering **an atmosphere of innovation and collaboration**. Presently, we're seeking partnerships with member districts facing similar paperwork bottlenecks. As other educational institutions strive to enhance their practices, our IK12 success story serves as **an inspiring example** of how innovative technology can tangibly improve education.

If you have submitted information through the platform or have ideas of paperwork that would be more easily processed through IK12, please reach out to your supervisor. Our team would be happy to work with you to make it easier to do business with you! 🍏



## HELP US SHOW OUR APPRECIATION!!

School board members are vital to our public education system. January is School Director Recognition Month and we do not want to miss this opportunity to show our appreciation to these dedicated individuals for all the time and effort they devote in support of education in the Capital region.

We all recognize the ***unique and important role*** school boards play in promoting and advocating for quality education, helping to prepare our children to lead successful lives.

Our Board Members serve as advisers, decision makers, problem solvers, and advocates of the CAIU.

Being a school board member is a very challenging role and it should be noted that they are volunteers who put in countless hours each month in meetings and in their communities advocating for their schools and our IU.

Our organization benefits every day from the dedicated energies and time devoted by our **19 Board Members**. Even though we are making a special effort during January to show our appreciation, we recognize their contributions reflect a year-round commitment.

Our Board Members have been extremely supportive of our work, have a vested interest in all that we do, and a passion for our organization.

***We could not successfully serve and engage in our mission if we did not have the leadership of our Board of Directors!***

This year we bid farewell to several of our long time Board Members who, collectively, served the CAIU an amazing **43 years!**

We deeply express our ***sincere appreciation and gratitude*** for their unparalleled dedication and service to the CAIU students, staff, and community over the years:



**Jean Rice**, West Perry S.D. (Served the Capital Area Intermediate Unit as a director since July 2005 and as President since July 2009)



**Judy Crocenzi**, West Shore S.D. (Served the Capital Area Intermediate Unit as a director since July 2016 and as Vice-President since July 2017)



**Barbara Geistwhite**, Cumberland Valley S.D. (Served the Capital Area Intermediate Unit as a director since January 2013)



**Dennis Helm**, East Pennsboro S.D. (Served the Capital Area Intermediate Unit as a director since December 2017)



**Lindsay Koch**, Derry Township S.D. (Served the Capital Area Intermediate Unit as a director since January 2023)



**William Swanson**, Big Spring S.D. (Served the Capital Area Intermediate Unit as a director since February 2019)



**Ford Thompson**, Central Dauphin S.D. (Served the Capital Area Intermediate Unit as a director since November 2015)

This month we want to give a **warm welcome** to several new Board Members! We look forward to engaging in the work of achieving our mission to provide innovative support and services in partnership with schools, families, and communities to build capacity and model courageous leadership to help them **#begreat!**

## Welcome New Board Members!

**Seth Cornman**, Big Spring School District

**Dr. Joshua Cysyk**, Derry Township School District

**Gabrielle Brandt**, West Perry School District

**Michelle Nestor**, Cumberland Valley School District

**Brenda Cox**, West Shore School District

**Jackie Hill**, Susquehanna Township School District

**Lauren Silvers**, Central Dauphin School District

**Leslie Marshall**, East Pennsboro School District

**Gerald Schille**, Northern York School District

We are **very fortunate** to have such thoughtful and dedicated Board Members guiding and supporting our organization. 🍏

**A sincere Thank You for all of our past and present Board Members!**







# ThoughtExchange



Share



Star



Discover

The CAIU is interested in hearing your feedback! As a reminder, ThoughtExchange is a unique tool that gathers feedback in three distinct phases: **Share**, **Star**, and **Discover**. Please take some time to complete the survey and, once you have answered the question, be sure to rate each other's thoughts on a scale of 1-5 stars (1 star = little agreement; 5 stars = total agreement). You will also be able to review trends that are apparent from the feedback after completing the previous two phases.

Thank you for completing the survey and for taking the time to provide us with meaningful feedback!

As a partner in your work, what is the most impactful way that the CAIU can help you or your organization to thrive?

[Submit an Answer](#)

## Situational Awareness

### Points2Ponder

- ▶ A key benefit of the "Run" phase of the Run-Hide-Fight response is that it greatly increases the potential for survivability. If you can remove yourself from the scene of an active threat, you are less likely to become a victim.
- ▶ If you had to "run," what is the nearest exit based on your current location? Do you know all of the exits in the sites where you work?
- ▶ If you had to "run," what would you do once you got out of the building?

CAIU Employees!  
**REFER A  
FRIEND**

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

*\*YOU WILL RECEIVE A **\$250.00 REFERRAL INCENTIVE** INCLUDED IN YOUR PAY (subject to applicable payroll taxes) AFTER THE NEW EMPLOYEE HAS BEEN SUCCESSFULLY ONBOARDED.*

[CLICK HERE FOR DETAILS](#)



# Mission Moments



This group of CAIU employees helped children shop for gifts for family and friends at Fort Hunter's Kids' Shop in the Fort Hunter Barn. Some of the elves helped wrap gifts as well. Fun was had by all!



Take a look at just a few of the great items created by some of our amazing CAIU students! These and many more were sold at the CAIU's annual Holiday Bazaar.



Presented by WITF, Ready Set Explore brought a world of literacy to the CAIU on Dec. 8. It was a great night filled with multilingual story times, fun games and activities, and a special visit from WordGirl!

# 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:

### 2/2/2024 - [Issues in Autism](#)

*Due to the recent shift in the Autism Community, is it time for educators to change their perspective on supporting neurodivergent individuals. We will provide a virtual space to share your experiences, resources and perspective on these and other topics.*

### 2/7/2024 - [Language for a Lifetime: An Introduction of PRC & Getting to Know Saltillo and Its Communication Solutions](#)

*Audience: SA SLPs & Contractors*

### 2/8/2024 - [Older Reader Institute: Accelerating Foundational Reading Skills for Older Readers](#)

*Audience: Classroom Teachers, Reading Specialists, Interventionists, Learning Support Teachers, Administrators who work with older readers*

### 2/9/2024 to 3/22/2024 - [Book Study: UDL Playbook for School and District Leaders](#)

*Audience: School Administrators, Curriculum Directors, Instructional Coaches, General Education Teachers, Special Education Teachers, School Counselors – anyone with a vested interest in changing their practices to benefit all learners!*

### 2/12/2024 to 5/13/2024 - [Elevate your Teaching: A Book Study on "Ambitious Science Teaching"](#)

*Audience: Science educators K-12, administrators, curriculum leaders*

### 2/21/2024 - [Morning Math Mixer](#)

*Audience: K-12 math teachers, special education teachers, math coaches or interventionists, administrators*

### 2/27/2024 - [CAIU School Improvement Team Workshop](#)

*Audience: Schools designated with a school improvement status - CSI, ATSI, TSI*

SAVE THE DATE



CHAMPIONS  
for Children



APRIL 12, 2024

# Welcome *New Hires!* — **ibelong @caiu**



**Heather Barto** is a LTS School Counselor at Seven Sorrows. She has 2 rescue mini doxies who came with the names Hershey and Coco.



**Virginia Gamble** is a Custodian at the Enola office. She loves to cook.



**Carter Hamlin** is an EPP at PA Steam. He can talk in a Stitch voice.



**Ayva Lacoco** is a PCA at Hill Top Academy. She plans to go back to school for a Master's in Social Work.

**Larkin Layne** is a Help Desk Specialist at the Enola office. He owns over 140 bootleg Grateful Dead cassettes.



**Gabriel Reisinger** is a Help Desk Specialist at the Enola office. He self-published a book.

**YOU'RE** *one of* **US NOW**

# Farewell *Retirees!*

**Susan  
West**

is retiring after  
more than **15 years**  
of service!

**Barbara  
Frey**

is retiring after  
more than **10 years**  
of service!

**YOU WILL BE** *missed*



# Compliment Corner!



Our staff is exceptional, as evidenced by the copious Compliments staff have given each other over the last several months! We frequently receive more Compliments than we have available space in All-In, so we have decided to run all of the Compliments received over the last several months in this month's edition. As a reminder, we post all Compliments at least monthly on our social media channels ([Facebook](#), [Instagram](#), and [LinkedIn](#)), and going forward we will be posting them quarterly on the [Administrative Services Sharepoint](#).

## Leadership

### **Ron Sims, Assistant Technology Director**

Ron came into his new position and made an immediate impact on the Technology Team on his first day and continues to do so almost two years into his tenure. Ron's open-door policy has created an environment where I feel valued, heard, and supported. It's incredibly refreshing to know that I can approach him with my concerns, ideas, or even just to chat. His genuine interest in my (and our teams) well-being, and his ability to remember personal details about each team member truly makes a significant impact. It's these personal touches that remind us that we're not just employees, but people too. His dedication to accountability is another example of what makes him a great leader. He sets high standards for himself and holds the team to those same standards. A willingness to dive into the day-to-day tasks that may not be expected of him speaks volumes to his commitment. In a world where you can often feel disconnected from the leadership team, Ron has made me feel like an important part of our team and our organization. So, I just wanted to submit this compliment as a thank you to Ron, for being an exceptional leader who leads not just with authority, but with heart. Your time as assistant director has made a meaningful difference on our team.

- Andrew Rhoads, Technical Business Analyst

### **Kevin Roberts, Assistant Executive Director**

Just a note to say I appreciate your leadership style. You show a genuine interest in people for who they are, not just what they do. Well done :)

- Jeremy Freeland, Supervisor of Safety and Security

### **Ami Healy, Training and Consultation Supervisor**

Ami is leading a spectacular team in the areas of literacy, math, and MTSS. School districts are so appreciative of her leadership and expertise, which helps this team excel and support our region.

- Maria Hoover, Director of Ed Services

### **Jean Foley, Educational Consultant**

Jean consistently displays commitment for support and growth within myself and other fellow inclusion consultants. I am grateful for her constant support and guidance as I learn processes within IEP's and the CAIU. Jean's patience and support encourages me to grow and learn new practices.

- Colleen Leshner, Inclusion Consultant

### **Kayla Saar, EPP**

Kayla is not only a compassionate staff member, but also a leader by example. Since my first day working with her, she has taken ownership of what she has and has not done while constantly seeking feedback to improve the education and care that she provides for her students. She is continually improving her competence by asking why things are planned or designed the way that they are. I never have to ask Kayla if she is taking her data and she is never shy to approach team members about any flaws or gaps in protocols that she is able to identify. Although she is always very vocal about avoiding restraints with her students, she took the initiative to become an SCM trainer. The drive to pursue a degree in education is an apt use of her talent and was something that I was able to literally applaud. Kayla's dedication to the education, safety, IEP implementation, and seamless classroom environment makes her much more than an asset to a classroom or the building-it makes her an example, role model, and leader to be admired and respected by all who work with her.

- Krystal Baldwin, Behavior Consultant

### **Matt Zeglen, LMS Analyst**

This year Matt has shown exemplary leadership on the CAOLA team. He has taken the lead on projects with the technology department to improve the processes of both CAOLA and helpdesk teams. He leads his team with understanding and compassion while providing the right level of guidance. The CAOLA team is lucky to have Matt on our team and he is a true asset to the CAIU.

- Holly Brzycki, Supervisor of Online Learning, CAOLA



# Partnership

## **Shaquana Robinson, EPP**

Shaquana is the heart and soul of the CAELC and she is always kind and uplifting to everyone. She goes above and beyond for all our students and families. She is selfless and embodies all of CAIU's core values. Recently, she supported one of our families and shared her time and resources without any hesitation. Shaquana radiates warmth and she always puts a smile in all our faces!

- Stephanie Kramer, SLP

## **Bryan Guerrisi and Keisha Cree, Online Learning Support Specialists**

Thank you, Keisha and Bryan, for demonstrating your expertise with one of our IU partners. Ben Ruby, Supervisor of Online Learning at IU12, said the following after training with Bryan and Keisha: "Thank you very much for visiting me today and "showing me the ropes" of CAOLA. I appreciate the opportunity to rebuild a collaborative relationship between our organizations. As we said, our goal is the same – to do what is best for kids! Your knowledge and experience are very transparent, and you make a great team! I look forward to working with both of you.

- Holly Brzycki, Supervisor of Online Learning, CAOLA

## **Lindsey Waters, ANPS School Counselor**

I want to give a compliment to Lindsey Waters, the school counselor at St. Patrick School. Lindsey strives to build trusting partnerships with all members of the school community - students, teachers, parents, the administrator, and related service providers. She keeps me informed of important conversations that have happened on days I'm not at St. Patrick. She is always willing to help me. I'm grateful for her positive attitude and collaboration.

- Kristy Martin, Speech-Language Clinician

## **Colleen Bushman, HR Generalist**

Colleen took the time to help me right at the end of the day with something I was having issues with on the website. Instead of pushing it off, she partnered with me so that I could be successful. It was very much appreciated!

- Bridgid Wills, Program Secretary

## **Cara Jury, Occupational Therapist**

I needed an occupational therapist to be part of an evaluation with very little notice from the birth to three system. Cara called me, talked me through some ideas for how to determine if the student needed an evaluation and offered to see the student at a later date if needed. She was a great help to me and truly showed what partnering with colleagues is all about.

- Lisa Brittingham, Speech Pathologist

## **Trevor Saylor and Wynter Jones, Educational Consultants for School Improvement**

Trevor and Wynter have been doing amazing work with our CSI-designated schools! These are some of the lowest-performing schools across the state, and identifying where to begin providing support is often difficult. However, Trevor and Wynter have tackled this work head-on and are committed to making a difference! Thank you to Trevor and Wynter for your commitment to helping these schools succeed, even when it seems impossible!

- Sue Voigt, Educational Services Supervisor

## **Becca Swartz, Social Worker**

Becca is simply amazing. She always steps in to support our classroom when we need the extra staff and supports us in any way possible.

- Team Grimm

## **Meredith Seidel, Teacher**

Meredith sought a lot of help and guidance for students in her class last year, but the students had little buy-in and engaged in many behaviors of concern as a result. She was clear about the challenges when speaking with her team and what she needed for those challenges to be addressed. I offered solutions and pointed out some possible disconnects between IEP's and the classroom environment/management. Meredith was enthusiastic and willing to sit down to complete documentation for a grant that would benefit her students. Her willingness to accept what she could improve and to put the work into making school better for her students has not gone unnoticed by staff or the students. Taking accountability for what didn't go well and actively seeking to improve things for her diverse student population in a gentle and relational approach gives me great confidence in her abilities to make meaningful changes in the lives of her students. Thank you for all of your hard work, Meredith!

- Krystal (Roth) Baldwin, Behavior Consultant

## **Lauren Delellis, Educational Consultant for Secondary Transition**

Lauren is a valued member of the Training and Consultation team leading the Secondary Transition initiative. She has established positive relationships with LEAs in our region and partners with many state and local agencies to help provide support for students with disabilities preparing for life post-high school. Lauren leads our local transition council (CART) and chairs the annual Buskey Awards to recognize students in special education who have exhibited hard work and dedication in overcoming personal challenges, leading toward a successful transition to life after high school.

- Ami Healy, TaC Supervisor

# Dedication

## **Karen Robbins,** *Special Education Teacher*

While this is my first year working directly with Karen, it has truly been an honor to be a part of her team. She is an experienced teacher who knows exactly how to run an efficient classroom with structure and routine while demonstrating such care and nurturing for her students. She has welcomed me onto her team and never fails to appreciate me and the others on her team. She is a true team player and is dedicated to teaching her students, figuring out ways to reach them and provides a therapeutic environment in which they can learn social skills in addition to reading and math. Karen is an amazing educator and a true testament to the CAIU's values and dedication to educating our students!

- Judi Dunkle, School Social Worker

## **Mariena Decker, EPP and Mike Nease, Teacher**

Big Thank You to Mariena and Mike for going above and beyond to help a student get their prescription for Physical Therapy! They took countless hours helping the student prepare for the appointment - Mariena even wore scrubs to school to help the student feel more comfortable. They also went to the first appointment with the student, and then Mariena to the second appointment, to obtain the appropriate prescription. You guys are the best! Thank you for all your hard work and dedication!

- Sarah Barnabas, Physical Therapist

## **Alaina Souders, Teacher of the Deaf and Hard of Hearing/ Inclusion Consultant**

Alaina came into a position that was vacant for several months, which comes with huge challenges, but she has gone above and beyond and we are impressed with her work ethic and dedication to the children and families of EI.

- Jessica White, EI Program Supervisor

## **Nicole Nokovich,** *Program Assistant*

Nicole Nokovich was instrumental in the refresh of the CAOLA website. She provided a meticulous eye to the new website's language, look, and feel, ensuring that our message was consistent. She went above and beyond her duties to assist with copywriting and messaging. Thank you, Nicole!

- Holly Brzycki, Supervisor of Online Learning, CAOLA

## **Kristen Oesterling, Skills Trainer with Project SEARCH**

Kristen Oesterling goes above and beyond to help our Project SEARCH interns be successful. Thanks to her hard work and dedication, all 8 of our interns will be graduating this year with employment! She puts in countless hours to find and develop opportunities for Project SEARCH. Our program could not run without her amazing experience and willingness to help others.

- Kirsti Porter, Instructor of Project SEARCH

## **Mike Zarker,** *Warehouse Technician*

Thank you Mike! You have worked around our Early Intervention team schedules and changes to ensure that the providers were not without a space to provide services to students and families while meticulously moving furniture and wall hangings to patch and paint the walls. The spaces are refreshed for the start of "back to school". We appreciate you and the work you have done.

- Meghan Harvey, S/L Program Supervisor

## **Mary Fair, Floater Teacher**

Mary Fair exemplifies the CAIU value of dedication. She was a long-term substitute in the Conewago class for most of this school year. With her years of experience, Mary has many ideas for fun and motivating songs and games for her students. She has also been very involved with the parents of students, keeping them informed of activities in the class while sending home suggestions for at-home activities. It has been a pleasure to work with this dedicated individual in the classroom!

- Megan Toler, Preschool Speech Clinician

## **Candice Bruner,** *Educational Paraprofessional*

Candice has worked in my classroom for the last two and half years. She is a reliable and dedicated employee who goes ABOVE AND BEYOND to help make the instructional day go as smoothly as possible. Her dedication to the students and her desire to provide quality programming is admirable. I appreciate her beyond words for being a wonderful support to me and to the entire team. She should be commended for her sincere desire to improve upon the quality of life for each of our students and their families. I am particularly proud of our team for the wonderful progress one student has been able to make this past school year because of our ability to develop an atmosphere of trust and security for him. It was Candice that really took the lead in helping to establish that trust and I will be forever grateful to her for this. This little boy's life has been changed forever in a very positive way because of her expertise in helping to manage his behaviors and boost his self-esteem. He has a future filled with promise all thanks to a teacher named Candice Bruner who showed kindness and compassion.

- Joyce Shellem, Teacher

# Dedication

## **Kristie Folckemer,** *Educational Paraprofessional*

This is Kristie's 6th year with the CAIU, and all of that time has been in the MDS classroom. Kristie arrives early daily to set up and make breakfasts for the MDS students. She will make materials for the classroom on her own time. In so many countless ways and on a daily basis, Kristie goes above and beyond to help out the staff and the students.

- *Tamara Beckenbaugh, Teacher of Multiple Disabilities Support*

## **Ashley Belicic, EPP**

You have been doing an incredible job at learning and utilizing LAMP in the classroom - it makes such a huge difference!

- *Kylee Yetter, SLP*

## **Geri Schaffer,** *Educational Consultant*

Geri Schaffer has been the driving force behind the recent opening of Dolly Parton's Imagination Library in the Capital Region. She has worked tirelessly on behalf of the Imagination Library Committee and CASTL to raise funds, advertise, and see to the details required to get this project off the ground. She truly demonstrates the value of Dedication to serving the youngest children and their families in our region. Thank you Geri for all your hard work!

- *Shana Montgomery, Lead Mentor Consultant & CASTL Board Member*

## **Annette Nebel, Counselor** *Serving Trinity High School*

As a new employee, Annette has gone out of her way to make me feel welcome and valued. She is always open to sharing ideas and suggestions. She has a great deal of talents- it was hard to highlight just one. Her dedication to the students is incredible and inspiring.

- *LeAnn Weed, Counselor Serving Trinity High School*

## **Janna Zentichko, Seth Imboden, and Mike Nease,** *Middle Paxton Autism Support Classroom Team*

I'm giving a shout-out to Janna, Seth, and Mike in the Autism Support Class at Middle Paxton E.S. I appreciate you modeling language on LAMP Words for Life AND TD Snap Core Motor Plan. You are jumping in to learn both programs and showing the students how important they are for communication throughout the school day. You are supporting the students in communicating spontaneous messages and presuming potential. Thank you so much!

- *Kristy Martin, Speech-Language Clinician*

## **Mary Fair, Support Teacher**

Mary is truly one of a kind. She is always supportive, friendly, and willing to do what is asked of her. When Mary is in the building, you know it will be a better day!

- *Jackie Schubert, Speech-Language Pathologist*

## **Chandra Burkholder, EPP**

So grateful for your work in understanding and modeling LAMP with the students!

- *Kylee Yetter, SLP*

## **Tami Dresher, EPP - PPI** *Partial Program*

Tami is the most dedicated employee that any organization could ask for. She perseveres in difficult situation with a smile on her face and a positive attitude. Tami is dedicated to partnering with PPI staff to make sure our CAIU classrooms at PPI run smoothly. She gives 100% to everything she does but especially ALL of the students that come through the doors at PPI. She works tirelessly to meet each student's needs; academically, emotionally, and socially. I could go on about how great Tami is but not only is she a great colleague she is an amazing friend!

- *Mary Ranney, Special Education Teacher at PPI Partial*

## **Alexandra Camero,** *CAHS Assessment Specialist*

I have had a great working relationship with Alex for the past 4 years. She always puts the well being of children above everything. We have had an extremely challenging situation this year and Alex has spent hours at meetings, talking with parents, staff from both CAIU and CAHS, and supervisors to have the best plan of action for this student. I often get emails at 2am from her when she has 'a thought about something to try' with this child. The CAIU is lucky to have such a dedicated employee in Alex. Not only does she give 110% to her job, but she is an excellent mother and a wonderful friend to everyone.

- *Dina Duffy, Speech Language Pathologist*

## **Jaimee Sweger,** *Educational Paraprofessional*

Jaimee is one of the most selfless people I know. She is always trying to make things better for everyone around her, whether they are students or staff. She is dedicated to helping others in all situations. The CAIU is so lucky to have her!

- *Jen Sciacca, Educational Consultant for STEM*

## **Beth Kranzel, Student Services** *Program Assistant*

While Beth would be a natural fit for so many of the Core Values categories, it is her dedication that shines brightest. Her willingness to go above and beyond the duties of a Program Assistant to make improvements, fulfill visions, champion new projects, and keep things running smoothly at Hill Top Academy is incredible! While her plate may be very full, her passion is practically unwavering. Dedication is not a rare commodity at Hill Top Academy, but even with such an ample supply of it, all in one place, Beth's stands out, refreshing, unique, and inspiring.

- *Anonymous*

# Dedication

## **Maddy Grimm, Teacher**

Maddy always goes above and beyond for her coworkers and the students of her classroom as well as the other students in our building. As an EPP in her classroom she is an inspiration and watching her teach and interactive with not only our students but those around us, is heartwarming.

- Grant Page,  
Educational Paraprofessional

## **Joel Askey, Mental Health Worker**

Anytime we call for assistance Joel is one of the first to show up and has the right tools and knowledge to diffuse a situation or take the next best steps to move forward. She is kind, caring, selfless and professional when it comes to the students!

- Bree Cekovic, PCA

## **Jaimee Sweger, Paraprofessional**

Day in and out Jaimee shows her commitment to our team through her presence in our room during the school day all the way to her actions within the team. Jaimee truly makes the difference in our room in terms of help, she keeps our ship afloat when it comes to structure, behaviors and other things. Jaimee will do all it takes to make sure that things are running smoothly and often goes above and beyond what she needs to do.

- Bree Cekovic, PCA

## **Kim Porr, Program Secretary**

Kim always goes above and beyond to ensure that our Educational Consultant (EC) Team is on track with our district contracts. She is so dedicated to her job. As an EC team, we're not sure what we would do without her!

- Kristen Kimsey, Student Services  
Educational Consultant

## **Becky Laird, Early Intervention Teacher - Londonderry Elementary**

Becky has recently become aware of a family who is struggling with getting their basic needs met. While she provided the family with resources, she quickly found out that they also did not have a car and were not able to access some of the resources. Becky contacted her own church which has a food pantry and went shopping for the family and then also delivered the food to their home. Kudos to Becky for thinking outside of the box for this child and his family!!

- Heather Donovan, Early Intervention  
Educational Consultant

## **Marjorie Leaver, EPP**

Marjorie goes above and beyond at her job. She is dedicated to her role in the classroom by her willingness to always offer help, consistent follow through with student care, assisting the therapists in treatment activities, and her organization/cleanliness of the classroom is top notch!

- Jenifer Kielbasa,  
Occupational Therapist

## **Lori Castle, Teacher and Melinda Biggs, EPP**

Lori and Linn are two of the greatest people you could ever work with and they compliment each other so well. They both go above and beyond their job duties on a regular basis. They handle difficult situations with ease and leadership, create a fun and inviting atmosphere in our classroom, arrange the classroom specifically for our unique classes and students, individualize activities for our students, thoughtfully buy gifts for students, and they spend the extra time with parents. They love what they do and it shows every day! They are team players and are wonderful to work with. I feel so lucky to work in their classroom and be on their team!

- Miranda Haldeman,  
Speech-Language Pathologist

## **Kelly Evans, ANPS Supervisor**

Kelly goes above and beyond to support the staff who are support students and families. Her leadership, especially with crucial conversations, is amazing. She has such an inspiring way with words!

- April Amos, ANPS School Counselor

## **Marti Blosier, Paraprofessional**

Marti is truly one of the most dedicated professionals on the Oak Flat team. She is always thinking of the students, what their needs are, and how she can best support them during the day. You can tell she cares about all of them and wants what is best for them. We can always count on Marti to come up with ideas, share her thoughts, and help us improve our classroom each day. Marti is such a blessing to our classroom and students! We (especially me!) are so lucky to have her :)

- Jen Whitcomb, CAIU Early  
Intervention Teacher

## **Gabrielle Jones, Mental Health Worker**

Anytime we call for assistance Gabby is one of the first to show up and has the right tools and knowledge to diffuse a situation or take the next best steps to move forward. She is kind, caring, selfless and professional when it comes to the students!

- Bree Cekovic, PCA

## **Alex Camero, Assessment Specialist**

Alex goes out of her way to ensure that the students we serve receive the best services we can give. She is also a dual language speaker which greatly helps all of us here at the CAIU when we need a translator/interpreter for our families.

- Lisa Brittingham, Speech Pathologist



# Dedication

## **Stephanie Klinedinst,** *Autism Teacher*

Stephanie goes above and beyond her job duties. It was hard to pick which value to use. She makes sure her students and staff have everything they need to be successful. She is willing to share her expertise with her staff and anyone she mentors. She is well organized and her classroom shows that. I consider myself lucky to be her EPP for the last 11 years.

- Toni Marshall, EPP

## **Heather Donovan,** *Educational Consultant/Lead*

Heather assumed a role in the planning, preparation, and execution of the Ready-Set-Explore! Multilingual Literacy family event held on Friday, 12/8/2023. Professional development was provided for educators during the day and in the evening, families were invited to participate in activities and have screenings. She gave up her personal time to ensure the event was a success. We are lucky to have her on our team in the CAIU's Early Intervention program.

- Jean Foley, CAIU Educational Consultant/Lead

## **Doug Young, Maintenance at CAELC; Judy Hoffman, Floater Teacher; and Abby Boylan, PCA**

These three employees who volunteered at the Holiday Kids' Shop at Fort Hunter on Saturday, December 9 worked exceptionally hard and long to help little shoppers. Although they were short staffed due to other volunteers' illnesses, they did a remarkable job to complete their service project.

- Becky Boone, EI Classroom Teacher

# Innovation

## **Gilda Pykosh,** *Assessment Specialist*

Many new procedures have come about in the past few months in Early Intervention. Gilda provided support for some of these new procedures with excellent suggestions on how to integrate them into my typical routine. She is a good team player!

- Lisa Brittingham, Speech Pathologist

## **Karen Wronski,** *Speech-Language Pathologist*

Karen was recently contacted about a proposed model to support a group of young complex learners. This model is brand new and involves ongoing collaboration with another provider, language considerations for materials and consistent work with an interpreter. It also was to start within two short weeks. As usual, Karen was gracious, flexible and ever so positive in sharing her expertise and creating this new service delivery model. What a gift!

- Mary Jane Fledderjohn, Educational Consultant

## **Matthew DeLiberty,** *Educational Paraprofessional*

Matt is quick to lend a helping hand to coworkers in need. I have observed, countless times, situations in which Matt was able to provide creative solutions that offer guidance and support to others. I am grateful to have a coworker such as Matt that is organized and efficient.

- Colleen Leshner, Inclusion Consultant

## **Doreen Hand,** *Physical Therapist*

Doreen has recently joined our staff and in that short time, she has come up with creative solutions for long standing problems, such as how to create a pommel for a Rifton chair. After discovering that these pommels were no longer available through the Rifton company, she took off to Home Depot and discovered a perfect replacement--a newel post cap. Amazing! A low-cost solution in seating for some of our preschoolers!

- Becky Boone, EI Classroom Teacher

## **Shana Montgomery,** *Mentor Coordinator*

Shana always has creative solutions, is very personable, and is one of the smartest people I know. She is paving the way for the new teacher mentor program, a much-needed program in the state. Way to go!

- LeAnn Weed, Counselor Serving Trinity High School

## **Nikki Wertz,** *Employability/Science/Special Education LYDC Teacher*

Mrs. Wertz wears many hats at LYDC and puts her heart and soul into each one of them. Her lessons are active, fun, and, most importantly, thought-provoking. From catapult building in Science to meaningful, interactive budgeting in Employability, her students are fortunate to have her as a teacher.

- Meggan Morrison, Part-time ELA Teacher at LYDC

# Expertise

## **Sue Voigt, Educational Services Supervisor**

Sue is an expert in everything Federal Programs, grant evaluation, and is also a great team member. She is a leader in the state and well respected. Recently, she led the group at PAIU-CC in State College and is always ready to give pertinent information regarding state initiatives. Thank you, Sue!

- Maria Hoover, Director of Educational Services

## **Ami Healy, Supervisor of Training and Consulting**

Ami is a great leader and leads a very respected team in the region. Amidst staffing challenges in our school districts, Ami is always on top of new initiatives and develops professional development opportunities for regional staff specific to their needs. Her team is very engaged in working to ensure that teachers are equip with strategies to support student growth and achievement. Thank you, Ami!

- Maria Hoover, Director of Educational Services

## **Holly Brzycki, Supervisor of Online Learning, CAOLA**

On 2/15/23, Holly Brzycki was awarded the Individual Excellence in Digital Learning award by the Distance Learning Collaborative (DLC) in recognition of her contributions to online learning over the past decade. Holly is the first Pennsylvania educator to receive this elite award. Congratulations, Holly!

- Maria Hoover, Director of Educational Services

## **Cindy Alandar, EPP**

Cindy was part of the custodial staff at the CAIU and recently made a change to becoming an EPP in the preschool classroom. It was a big change for her, but Cindy works hard every day, all day. She wants to learn and help the children be successful. She takes every suggestion given to her, tries all new strategies when working with the children, has learned a whole new process of ordering classroom supplies, and is super organized. She is a true asset to the preschool program, and this IU classroom specifically. Although I have only worked with her for a short time, she is a gem and I wish we could clone 100 of her!

- Dina Duffy, Speech Language Pathologist

## **Tohan Imadojemu, Application Support Specialist**

Over the past year Tohan has helped our Keystone State Challenge Academy with CAOLA. He has supported us with adding students, fixed problems, and just is an excellent person to ask in regards to anything in IT. He is extremely appreciated and just wanted to give him a "Shout Out!" and "Thank You!" for all you do to help the CAIU.

- Erika Grove, Teacher

## **Keisha Cree, Online Learning Support Specialist**

I just wanted to take a moment to acknowledge Keisha's exceptional management and leadership abilities. She spearheaded an ordering and supply process with utmost dedication, ensuring that everything was executed with precision and met the required deadlines. Keisha demonstrated excellent leadership qualities while working closely with the company to create new processes and set deadlines. Thanks to her efforts, we have established a robust partnership and maintained CAOLA's quality standards for our elementary supplies. Keisha, your contributions are truly appreciated!

- Holly Brzycki, Supervisor of Online Learning, CAOLA

## **Sally Lopez, ELD Educational Consultant**

Sally is always willing to share her wealth of knowledge of English Language Development best practices. The Multilingual Minutes Series she leads is virtual, creative, and impactful. The Math for the Multilingual Learner book study is collaborative and full of resources. Beyond the many PD opportunities she's a part of, Sally is supportive and responsive to the needs of our team and students. I truly value her expertise!

- Mea Magaro, Remedial Specialist

## **Anna Mae Walker, EI Occupational Therapist**

Anna Mae has made a huge impact on the teams she works on by sharing high quality expertise about sensory processing, neurodiversity affirming therapy, and putting the children first even when conversations are hard. She hears parent and team concerns about some of our most naïve learners and looks at the situation with a unique perspective that not only benefits the student, but the rest of the team. I am so grateful for her critical thinking and collaborative practices! She makes the IU a better place for students and therapists.

- Laura McCone, EI Speech Language Pathologist

## **Marina Woodall, Technology Support Desk**

Marina has been so helpful in helping us with the technology required for our tutoring sessions!

- Sara Lobaugh, Lisa Smiley, and Meg Makuch, Educational Consultants – TaC

# Expertise

## **Kate Klopp,** *Educational Consultant*

Kate has been collaborating with our classroom team in regard to one of our students with autism. She is a quiet, focused observer who has given us much information about how to help this little guy with transitions, assisting him to move more smoothly throughout his day. Thanks to Kate for all her help!

- *Becky Boone and Jackie Schubert,*  
*Classroom Teacher and*  
*Speech Therapist*

## **Julie Lemieux, Teacher**

Julie's positive outlook, kindness and sense of humor is contagious and makes my workday better and more enjoyable because of it. She is a great role model who goes above and beyond to deliver high-quality instruction to her students. Julie is a valuable asset to our program, and it's a pleasure working alongside her.

- *Holly O'Neill, Teacher*

## **Dorothee Viet-Murray, SLP**

Dorothee has an intrinsic motivation to educate herself and others on best practices that is so inspiring. She is constantly striving to seek out resources to enhance her pedagogical knowledge and expertise and shares them with colleagues on a regular basis. Her commitment to collaboration is awe inspiring as well. She is a valued asset to our Foose family and I am blessed to call her both colleague and friend.

- *Jennifer Tierney, EI Teacher*

## **Dr. Sara Lobaugh, MTSS/Literacy** *Educational Consultant*

Sara is an invaluable member of the Training and Consultation team. Districts appreciate her knowledge, expertise, and dedication to ensuring all teachers have access to evidence-based practices. Her unwavering support for educators and her commitment to the science of reading shines through in every conversation. Sara is a literacy warrior!

- *Ami Healy, TaC Supervisor*

## **Gabriel Reisinger, Help Desk Specialist**

Gabriel helped me on two occasions recently and spent a great deal of time helping me with two different tech problems. They were pleasant and provided clear instructions about next steps to resolving the problems. So much stress was relieved by the help that was provided!

- *Lisa McCarty, EI Speech-Language Pathologist/*  
*Assessment Specialist*

# Service

## **Keya Shell,** *ANPS - Program Secretary*

Keya is amazing! She is the behind-the-scenes organizer of things to keep our program running so smoothly. .... and she has an amazing smile!!!

- *April Amos, ANPS - School Counselor*

## **Lori Hood, Educational** *Services Program Secretary*

Lori is always an amazing resource! This past month, Lori has worked diligently to help me prepare for a training with over a hundred people. She organized folders for participants, managed registration issues, helped set up, and get extra materials. She was so helpful and always had a smile on her face! I couldn't have done it without her! Thank you, Lori, for all you do!

- *Sara Lobaugh,*  
*Educational Consultant, TaC*

## **Michelle Davis,** *Program Assistant*

Michelle has been instrumental in helping me with finding solutions for our increasing number of SLP contractors to be able to access and register for sessions in Frontline. Her willingness to help is so appreciated. Thank you, Michelle!

- *Jennifer Lyden,*  
*CAIU Program Supervisor*





The Capital Goods Café, located in the CAIU Enola Office, offers up sweet and salty snacks, hot and cold drinks, and frequent Lunch Specials. The Café is run by students engaged in work-based learning to grow their job ready skills as they transition to adulthood. If you are in Enola, don't miss out on the opportunity to work with our students and purchase snacks, drinks or a delicious homemade lunch!

[View the Menu](#)

## All Staff Day Highlights





# CAIU BOARD HIGHLIGHTS

The following actions were taken at the **January 25, 2024** meeting, held in the Board Room of the Capital Area Intermediate Unit.

Click [HERE](#) for the 1/25/24 Board Meeting 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

- **CAIU Strategic Plan – Mid-Year Update** - Dr. Kevin Roberts provided a high level overview of the CAIU Strategic Plan, goal process/team highlights and organizational actions. Our plan focuses on our vision, mission and values. Dr. Roberts reviewed the CAIU Organizational Goals:
  - #1 - The CAIU will make it easier to do business with us - with a focus on internal and external improvement.
  - #2 - The CAIU will improve staffing by creating internal processes that improve retention, recruitment and recognition.
  - #3. The CAIU will foster a culture of dignity and belonging.
- The CAIU is committed to focusing and aligning all goal work across the organization - from our organizational level to leadership level, to team level, down to individual goals. Each team director provided a goal progress report. Click [HERE](#) for the full presentation. Our Leadership Team of 40 have focused their goal work on Goal#2 – Improved staffing and have developed focus groups. In addition, they are engaging in capacity audit and system alignment work. The next plan update will be shared on June 27, 2024.
- **Board Member Appreciation** - CLICK [HERE](#) to view a special Thank You video.
- **Statement of Financial Interest Forms – 2023** - Each year, the filing deadline for solicitors, public officials and public employees is **May 1**. **This means the forms for calendar year 2023 are due to be filed by May 1, 2024.** You are welcome to electronically file at at this link: [Online Filing](#). For those filers who would like to file the traditional paper form, you may print a copy at this link: [Statement of Financial Interests](#). **It is important to note that all filers will still need to submit a copy of their electronically filed form, or their paper form, to the Board Secretary.**
- **Board Finance Committee Report** - A meeting of the Board Finance Committee was held on Tuesday, January 16, 2024 to discuss the proposed 24-25 General Operating Budget.
- **2024-25 General Operating Budget Presentation** – Daren Moran provided an overview of the proposed 2024-25 CAIU General Operating Budget. Overall discussion points were: Finance overview, timeline and budget assumptions for 24-25
  - We have developed some strong partnerships to help make decisions such as: SAC, Regional Special Education group, CATPAC, CAOLA
  - **Basic Budget info:** CAIU administers about 50 separate budgets. The General Operating Budget is just one of them and the only one the school districts vote on. We

- need majority of school district votes and proportionate weighted votes to pass this budget. The General Operating budget is only about 5% of the overall CAIU operations
- The revenue sources are pretty evenly distributed between state, federal and local
  - **Funding sources:**
    - 10.6% come from district contributions
    - Indirect revenue –Several years ago we shifted to a stronger reliance on entrepreneurial revenue - 67%
    - Types of Indirect: **Restricted** – determined by a PDE formula and **Indirect cost rate** charged to enterprise funds and is determined by CAIU.
  - **Important to note: There is no increase to school district contribution of \$902,460 or to the indirect cost rate of 7.5%. CAIU has no tax base - new initiatives and programs help fund this budget and keep the costs down for school districts.**
  - **Major budget changes** – interest income increased. No budgetary transfers planned for Fund Balance; increase in indirect services due to entrepreneurial program growth.
  - **Budget Assumptions** – salary increases for 40p as a result of a recent salary survey; health costs –IU is in a trust to keep costs down; salary and benefits make up 64% of expenses
  - **Major budget changes:**
    - Fully staffed – 40.4p
    - Salary analysis resulted in an increase of 7.31%
    - Increase to cover the costs of the Superintendents Leadership professional development work
    - New software costs
    - Reduction in costs associated with CAIU All Staff day
    - Completion of remodel work at Enola
  - **Fund Balance - Unassigned** balance \$3,970,805 (7.4%); **CAIU Assigned** – \$3,350,000 for PSERS, Health Care, Facility Upgrades
  - Reviewed the School District Contribution Schedule for 2024-25 which is used to calculate district contribution
  - **Please refer to Item #8.1 – [First Reading of 24-25 General Operating Budget](#)** for further discussion points for you to use in reporting out to your board - specifically pages 4-6 in the Executive Summary
- **CAIU Team Reports/Updates:**
- **Dr. Andrew McCrea, Director of Student Services**, reported that some of the services we provide are very specialized services such as our Blind and Visually Impaired services. There may be very few students that need this service per district but collectively, there is a need across all districts. It, therefore, makes better sense that the CAIU hire staff and provide these specialized services to our districts.
  - **Blake Wise, Human Resources Manager**, reported that our staffing situation is still trending positive - we hired 12 new staff and three resigned during the month of January/ Our recruiting and hiring specialist has been attending local school district job fairs and is at East Pennsboro today. We would like to increase student's awareness of what the IU is and what employment opportunities are available in the education field.
  - **Maria Hoover, Director of Educational Services**, provided several information items under team reports. She highlighted the following: **Coach-Mentor Collaborative Group**, led by Scott Snyder, which meets locally most months and has been focusing on the work of Elena Aguilar and what can be learned to grow coaching practices in home districts. **Regional Coaching Group** comprised of IUs 11, 12, 13, 14, 29, and 15 – they planned a regional conference for November, and it was attended by about 70 coaches in the area. Collaboration on research-based coaching techniques, practices, and

strategies was a large part of the conference. **Learning and Growing Summit:** The Summit will be held at the CAIU on Thursday, June 20, 2024.

- **Dave Martin, Director of Technology Services**, reported that we are experiencing a Comcast internet outage this morning. Our tech team has been communicating and working all morning with the school districts to restore services.
- **Daren Moran, Director of Business**, provided the 2024-25 General Operating Budget presentation. Please feel free to reach out if you have any questions!
- **Rennie Gibson, Board Secretary**, reported that we will have **New Board Member Orientation** immediately following today's meeting. The **2023 Statement of Financial Interest form** is due by May 1. You can file electronically or by paper. Also, the **organization and membership of School Board form** for the calendar year of 2023 needs completed – please fill in your place of employment.
- **Dr. Kevin Roberts, Assistant Executive Director**, provided a mid-year strategic plan update.
- **Dr. Andria Saia, Executive Director**, provided an overview of the All In Executive Director's report. Dr. Saia highlighted the front cover which was a picture of our Star Award Winners from our recent All Staff Day celebration. These star employees are nominated by their peers and then selected by a committee. Congratulations to all of our winners!
- **Board Member sharing:** Pat Shull shared that he recently attended a Federal Emergency Training event where they discussed the serious topic of using schools for sheltering for disasters. He encouraged all to check with your solicitor to ensure that your facilities are meeting the necessary requirements.

## APPROVED ACTION ITEMS

- Acceptance of Board Member Resignation from the CAIU Board - Scott Campbell, Susquehanna Township SD, effective 1/5/24.
- Appointment of New Board Members:
  - **Lauren Silvers, Central Dauphin School District**, to an unexpired term until our annual election from January 25, 2024 to June 30, 2024.
  - **Jackie Hill, Susquehanna Township School District**, to an unexpired term until our annual election from January 25, 2024 to June 30, 2024.
  - **Leslie Marshall, East Pennsboro School District**, to an unexpired term until our annual election from January 25, 2024 to June 30, 2024.
  - **Gerald Schwillie, Northern York School District**, to an unexpired term until our annual election from January 25, 2024 to June 30, 2024."
- **Approval of Minutes** – December 14, 2023
- **Treasurer's Report for December 2023** – a total of \$10,090,983.60 in receipts and \$9,695,522.28 in expenses.
- **Payment of Bills – December 2023**
- **Summary of Operations for December 2023** showing revenues of \$60,330,872.39 and \$47,358,287.72 in expenses.
- **Budget Administration**
  - First Reading Proposed 2024-25 General Operating Budget
- **Other Fiscal Matter**
  - PA Invest Program Resolution - *to authorize the CAIU to join the PA Invest program. Created by the Pennsylvania Treasury, INVEST is a family of highly rated investment pools designed specifically for local government and nonprofit groups. INVEST is similar in concept to money market funds, offering two rated pools with short-term maturity as well as periodic custom investment opportunities for longer-term investment needs. This money is 102% collateralized by the Commonwealth and meets all the Act 72 requirements. INVEST is managed to follow the Investment Policy Statement that puts*

*safety first. Investments are made in high quality instruments. Additionally, INVEST pools are monitored by Standard & Poor's and have earned its highest available rating, AAAm. The funds are extremely liquid and strive to have minimal fees.*

➤ **Other Business Items**

- Contracts – January 2024
- 2024 CAIU Annual Election - 2024 CAIU Annual Election of Board members representing: Big Spring, Carlisle Area, Central Dauphin, Cumberland Valley, Derry Township, East Pennsboro, Middletown, Millersburg Area, Newport, Northern York County, Susquehanna Township school districts will be accomplished by mail or virtual ballot

➤ **Policies & Programs**

- First Reading, Policy #819 - Suicide Awareness, Prevention, Response
- First Reading, Policy #907 - IU Visitors

➤ **Personnel Items**

- See attached Personnel report

## EXECUTIVE DIRECTOR'S REPORT

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

## UPCOMING MEETINGS:

- **Next CAIU Board Meeting: Thursday, February 22, 2024 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](http://www.caiu.org).

**Time of Meetings:** 8:00 a.m.

- |                     |   |
|---------------------|---|
| ○ January 25, 2024  | ○ April 25, 2024                              |
| ○ February 22, 2024 | ○ May 23, 2024                                |
| ○ March 21, 2024    | ○ June 27, 2024 <i>Reorganization Meeting</i> |



## January 25, 2024 APPROVED PERSONNEL ITEMS:

### RESIGNATIONS

- **ALYSE HUNT**, Teacher, Early Intervention Program, effective January 5, 2024. Reason: Personal.
- **MAGDALENA MORALES**, Personal Care Assistant, Emotional Support Program, effective December 22, 2023. Reason: Personal.
- **ANNETTE NEBEL**, School Counselor, ANPS Program, effective June 1, 2024. Reason: Retirement after 20 years of continuous CAIU service.
- **GERI SCHAFFER**, Educational Consultant, Training and Consulting Program, effective February 2, 2024. Reason: Personal.
- **BRIDGID WILLS**, Data Coordinator, Early Intervention Program, effective February 9, 2024. Reason: Personal.
- **CONNOR YOURKAVITCH**, Teacher, Blind/Visually Impaired Support Program, effective March 1, 2024. Reason: Personal.

### RECOMMENDED FOR EMPLOYMENT OR CONTRACT

- **STACEY BICKEL**, part-time Cafeteria Worker, Student Services Team, effective date to be determined. Employee will be paid at the rate of \$14.84 per hour. This is a replacement position funded through the Food Services budget. Experience: 1 year of similar or related experience.
- **RACHEL FLICKINGER**, Paraeducator, effective date to be determined. Assignment: Personal Care Assistant, 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.
- **JOSEPH GARTNER**, Professional, effective date to be determined. Assignment: Floater Teacher, Student Services Team with base salary of 80% of Masters, Step 2, \$44,665.60 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 Multiple Disabilities Support budget.
- **KYLEIGH OUTLAW**, 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 replacement position funded through the MAWA budget.
- **BRITTANY RYAN**, Paraeducator, effective date to be determined. Assignment: Personal Care Assistant, 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.
- **JEFFREY SNEAD**, Paraeducator, effective date to be determined. Assignment: Personal Care Assistant, Emotional 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 Emotional Support budget.
- **REBECCA WETZEL**, Paraeducator, effective date to be determined. Assignment: Educational Paraprofessional/LPN, Multiple Disabilities Program with base salary of LPN \$43,315.41 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 Nurse's budget.

### CHANGES OF STATUS:

- **LOGAN ADAMS**, Educational Paraprofessional, Emotional Support Program, change from part-time to full-time status, effective December 18, 2023.
- **NICOLE MILLER**, from CP Support Specialist to Student Information System Support Specialist, Technology Team, effective January 16, 2024. Change of status results in a change of salary to \$54,814 for 260 days of service and will be prorated for a total of 119 days through June 30, 2024.

### CHANGES OF SALARY:

- **AARON SICA**, Technology Team, effective January 22, 2024 – April 22, 2024. Payment of \$329.50 per pay stipend is due to performing duties of interim Application Support Manager.

### ISSUANCE OF TENURE:

The following temporary professional employees have met all criteria required to obtain tenure and shall be elevated to the status of professional and issued professional contracts, effective January 25, 2024:

- Jennifer Carroll
- Laura Gagliano
- Danielle Morra
- Stephanie Newell
- Kylee Yetter