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Derry Township School District
Board of Directors Meeting
April 8, 2024
Board of Directors Room
Summary Minutes - XVIII

1. OPENING ITEMS

1.a. Call to Order

Minutes

The meeting was called to order by Ms. Drew at 7:04 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, and Tracey Royo

Members in Attendance Virtually: Ericka Schmidt

Members Absent: None

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

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

Solicitor: Jeff Ouellet

Staff/Public in Attendance In-Person: Phil Ayala, John Fready, Sarah Karpel, Sheryl Pursel, Brody Renz, Chavis Schnier, and Aaron Shuman

Staff/Public in Attendance Virtually: Mark Balanda, Lisa Balanda, Lisa Dalto, Alexandria DeCicco, Scott Harman, Angela Mullen, Kim O'Connell, Kirsten Scheurich, Angie Shipper, Melissa Shultz, Sarah Smith, 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 Mrs. Renz and a second by Dr. Cysyk, the board agenda for this evening's meeting was 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

2. INFORMATIONAL AND PROPOSALS

2.a. District Recognition - Music Department - BCME

Minutes

Ms. Drew recognized the Music Department for the roll they played in the district receiving the “Best Communities for Music Education” (BCME) award.

2.b. Presentation - Turf & Track Resurfacing

Minutes

Mr. Freedy shared details of the Turf and Track Resurfacing and the reasoning behind the vendor of choice.

2.c. President Communications

Minutes

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

- Informational Workshop

2.d. Community Correspondence Report

Minutes

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

2.e. 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

There were no citizens requesting recognition by the board.

2.f. Standing Committee Meeting Report

Minutes

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

- presentation on Pennsylvania Science Standards
- middle school Spanish textbooks - going to a 30 day review
- approved AP French textbook to go to the full board

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

- review of 2023-24 financials
- review of 2024-25 budget and preliminary scenarios, will go to the board for vote the first meeting in May
- spoke of the access reimbursement, federal program, for funding of the Laurel Life program
- will do a deeper dive into the LEA receipts and bring that back to the committee
- auditors have what they need and will work to finalize our audit numbers for an estimated financial statement
- Mrs. Pursel will do a deeper dive into salary and benefits, yearly there continues to be a remaining balance in that area of the budget
- charter school enrollment down
- Dr. Winslow commented that the bill for Charter Cyber School funding is being held up in the State Senate.

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

- The HHS Cantabile Choir earned their 15th consecutive gold rating while performing at the 32nd Roxbury High School Choir Invitational
- A representative from the Thirst Project talked to the high school students about the impact of quality water and wells on these communities. Walk 4 Clean Water is on April 21, 12:00-3:00 p.m.
- HHS's Wind Symphony and Harmonic Band participated in a Music Performance Assessment put on by the PA Music Educators Association
- The high school is hosting a job fair on Wednesday, April 17, 9:00 a.m. – 1:00 p.m. 10-12 local employers will be interviewing and hiring students on the spot for various summer jobs.
- Last week we celebrated paraprofessionals day; Thank you to our amazing paraprofessionals for everything they do at DTSD!!
- Kevin Nguyen and Caleb Whipple placed 3rd and 4th respectively in the PA Mathcounts state competition last Saturday
- Last week we celebrated National School Librarian Day. Thank you to our wonderful librarians for everything they do and provide for us students.
- Hershey Elementary and ECC had a career day last week. Students were able to meet with a wide variety of professionals to learn about different careers that they could pursue in the future.
- Hershey Elementary students participated in the annual Race for Education. Students had the opportunity to raise money and complete laps around the building while they were cheered on.
- Shoutout to the boys and girls Track and Field teams; both competed at the Herb Schmidt Invitational on Friday. Many individual athletes won medals for their efforts. Both teams came away as first place winners and will be competing at home tomorrow against Lower Dauphin

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 April 8, 2024, Board of Directors Summary Minutes
- Presentation - Finance-Budget
- Messiah University Dual Enrollment Agreement

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 Dr. Cysyk, 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.:

Group: Hershey Little League

Date/Time: April 9-November 27, 2024,
Monday-Friday, 5:00 p.m. - 10:00 p.m.
Saturdays 9:00 a.m. - 10:00 p.m.
Sundays 12:00 p.m. - 10:00 p.m.
*** April 9-May 24, 2024, fields to be used after Varsity/JV softball / baseball practices / games are completed.**

Requested Facility: North Field (Little League), South Field (Softball), Memorial Field

& JV Baseball Field

***JV Baseball field unavailable the following weekends:**

May 25, & 26 (Memorial Day), June 15, & 16, August 10, & 11, 2024

Event: Practices & Games

Fee: None

Group: Hershey Soccer Club - Practices
Date/Time: Monday-Friday, April 9-May 29, 2024, 5:30 p.m. - 8:30 p.m.
Requested Facility: MS Upper Field A
Event: Practices
Fee: None

Group: Hershey Youth Lacrosse Association
Date/Time/Location: 322 Turf Field
Saturday, April 20*, & May 4*, 2024 8:00 a.m. - 4:00 p.m.
Sunday May 12, & 19, 2024, Noon - 6:00 p.m.
Football Turf
Saturday, April 20, & May 4, 2024 8:00 a.m. - 4:00 p.m.
Sunday, April 28, 2024, 8:00 a.m. - 6:00 p.m.
*Field may not be available due to HS LAX practice
or make-up game on these dates. If that is the case,
please do not use any field that is open at that time.
Event: Lacrosse Games
Fee: Custodian Fee: \$46.03 per hour (approximately \$1,979.29)

Group: PA United Field Hockey Club
Date/Time: Mondays, April 29, May 13, 20, & June 3, 2024, 6:30 p.m. - 8:00 p.m.
Wednesdays, April 17, May 1, 8*, 15, 22, & 29, 2024, 7:00 p.m. - 8:30 p.m.
*After Boys LAX Game
Requested Facility: 322 Turf Field
Event: Field Hockey Practice

Fee: 322 Turf Field - \$200.00 per hour (approximately \$3,000)
Total Fees - approximately \$3,000

4.c. Approval of Field Trip/Excursion - Hershey Powerlifting

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

<i>Group:</i>	Hershey Powerlifting
<i>Number of Participating Students:</i>	13
<i>Grade Level:</i>	9-12
<i>Destination:</i>	New Orleans, Louisiana
<i>Purpose:</i>	Powerlifting America High School Nationals
<i>Departure:</i>	April 18, 2024
<i>Return:</i>	April 22, 2024
<i>Trip Leader:</i>	Troy Smith

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

4.d. Approval of Field Trip/Excursion - PA Jr. Academy of Science (PJAS)

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

<i>Group:</i>	PJAS
<i>Number of Participating Students:</i>	4
<i>Grade Level:</i>	9-12
<i>Destination:</i>	State College, PA
<i>Purpose:</i>	2024 PJAS State Science Fair Competition
<i>Departure:</i>	May 19, 2024
<i>Return:</i>	May 21, 2024
<i>Trip Leader:</i>	Jason Sibbach

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

4.e. Approval of Policies (Revised)

The Administration recommends the approval of the following policies of the Derry Township School District Policy Manual which have been

on public display for thirty-days in the Hershey Public Library, District Office, and the Derry Township School District Website:

- Policy 200 Enrollment of Students
- Policy 202 Eligibility of Nonresident Students
- Policy 217 Graduation
- Policy 810 Transportation

4.f. Approval of Policies (Reviewed)

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

- Policy 601 Fiscal Objectives
- Policy 602 Budget Planning
- Policy 604 Budget Adoption
- Policy 605 Tax Levy
- Policy 607 Tuition Income
- Policy 608 Bank Accounts
- Policy 609 Investment of District Funds
- Policy 610 Purchases Subject to Bid

4.g. Approval of New Policy

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

- Policy 254 Educational Opportunity for Military Children

4.h. Digi SmartSense

The Administration recommends the approval of the Digi SmartSense Agreement.

4.i. JKM Training

The Administration recommends the approval of the JKM Training Agreement for to provide Safe Crisis Management Instructor Recertification Training for seven staff members.

4.j. KIT Communications License Renewal

The Administration recommends the approval of the KIT Communications License Renewal for the elementary school camera software and support.

4.k. Leo Kob Company

The Administration recommends the approval of the Leo Kob Company Agreement for renovation of the middle school nurse's suite shower room to a single use bathroom.

4.l. Mixed Impressions DJ

The Administration recommends the approval of the Mixed Impressions DJ agreement to provide DJ services for prom scheduled on Saturday, April 27, 2024.

4.m. Moritz Consulting

The Administration recommends the approval of the Moritz Consulting agreement to provide one full day workshop.

4.n. Nature's Way Nursery

The Administration recommends the approval of the renewal for Nature's Way Nursery agreement to provide plant maintenance for the high school library.

4.o. Independent Contractor Agreement - Stephanie Ruiz

The Administration recommends the approval of the Independent Contractor Agreement with Stephanie Ruiz to provide additional bilingual school based speech/language services for the remainder of 2023-24 school year.

4.p. Walz Group - Retroactive

The Administration recommends the retroactive approval of the Walz Group Agreement to provide two accountants to work for the district two to three days a week to provide temporary help until the assistant business manager position is filled.

5. NEW BUSINESS

5.a. Global Data Consultants- installation and support

The Administration recommends the approval of the Global Data Consultants Agreement for installation and support for the replacement of the district's aging servers and storage that hosts our virtual environment.

Minutes

Following a motion by Ms. Romberger and a second by Mrs. Renz, the Global Data Consultants Agreement for installation and support was 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

5.b. Global Data Consultants- time and materials

The Administration recommends the approval of the Global Data Consultants Agreement for time and materials of future consulting or smaller projects for district IT needs.

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Renz, the Global Data Consultants Agreement for time and materials was 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

5.c. Approval of CAIU 2024-2025 General Operating Budget

The Administration recommends the approval of the 2024-2025 Capital Area Intermediate Unit General Operating Budget. Derry Township School District's contribution to the General Operating Budget is \$52,269.

Minutes

Following a motion by Mrs. Royo and a second by Ms. Romberger the 2024-2025 Capital Area Intermediate Unit General Operating Budget with Derry Township School District's contribution of \$52,269 was 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

5.d. Acceptance of Gift - Mats for high school mat room

The Administration recommends accepting the follow gift:

<i>Donated by:</i>	Trojan Youth Wrestling
<i>Item:</i>	Mats for mat room
<i>Value:</i>	\$45,000

Minutes

Following a motion by Dr. Cysyk and a second by Dr. McCarver, the Trojan Youth Wrestling gift of mats was accepted.

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

5.e. Hellas Turf and Track Agreement

The administration recommends the approval of the Hellas contract for the Stadium Turf replacement and Track Resurfacing project

Minutes

Following a motion by Dr. Cysyk and a second by Dr. McCarver the Hellas Turf and Track Agreement was 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

5.f. Personnel - Resignations

The Administration recommends the approval of the following resignations:

Act 93:

Stank, Jessica

Assistant Business Manager

District Office

Reason: Personal

Effective: 04/02/2024 (retroactive)

Professional:

Krolczyk, Gwen

Special Education Teacher

Early Childhood Center

Reason: Personal

Effective: 05/21/2024

Classified:

Ebersole, Roberta

Paraprofessional (Self-contained Classroom)

Middle School

Reason: Retirement

Effective: 06/03/2024

Sweeney, Karen
Substitute Cafeteria/Recess Aide
District-wide
Reason: Personal
Effective: 04/02/2024 (retroactive)

Minutes

Following a motion by Ms. Romberger and a second by Dr. Cysyk, the Personnel Resignations 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

5.g. Personnel - General

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

Classified:

Memmi, Kathleen (replacing Alicia Shenk)
Bus Driver
Transportation
Level A, 5.5 hours per day
Salary: \$21.66 per hour
Effective: 04/09/2024

Newman, Francesca (replacing Sarah Martin)
Food Service Worker
High School
Level A, 4.5 hours per day
Salary: \$17.64 per hour
Effective: 04/09/2024

Sandul, Iryna (new position)
Food Service Worker
District-wide
Level A, 4.5 hours per day
Salary: \$17.64 per hour
Effective: 04/09/2024

Change in Hours for Classified Staff:

Martinez, Luis*

Bus Driver

Transportation

From: Level A, 5.25 hours per day

To: Level A, 5.5 hours per day

Salary: \$22.44 per hour

Effective: 02/13/2024 (retroactive)

Transfer of Classified Staff:

Steigerwald, Rachel* (replacing Kimberly Overby)

From: Cafeteria/Recess Aide

Early Childhood Center

Level A, 3.0 hours per day

Salary: \$ 17.64 per hour

To: Paraprofessional

Primary Elementary School

Level A, 5.75 hours per day

Salary: \$18.82 per hour

Effective 04/08/2024 (retroactive)

Limited Service Contract:

Hess, Cory *

Outdoor Education Onsite Medical Services Coordinator - M.S.

Salary: \$2,500

Effective: 04/09/2024

Howarth, Joseph

Assistant Coach - H.S. - Softball

Group E, Step 8

Salary: \$3,926

Effective: 04/09/2024

Johnson, Gabriella*

Outdoor Education Onsite Medical Services Coordinator - M.S.

Salary: \$2,500

Effective: 04/09/2024

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

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

DeLair, Felicite*

Bus Driver

Transportation

Uncompensated leave
Effective: Approximately 04/03/2024 through 04/08/2024
(retroactive)

Minutes

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

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

6. DELEGATE REPORTS

6.a. CAIU

Minutes

The CAIU report is attached to the agenda.

7. SPECIAL REPORTS

7.a. Board Members' Report

Minutes

A report was made by the following board members:

- Dr. Cysyk commented on the Music Department's Jazz Concert being phenomenal. He recommended, for anyone interested, to see the student run group, Hershey Jazz Combo.

7.b. Superintendent's Report

Minutes

Dr. Winslow gave a report that included the following:

- Thanks to everyone for their cooperation for the early dismissal today for the solar eclipse.

7.c. Board President's Report

Minutes

Ms. Drew gave a report to express the following:

- Appreciation to Dr. Winslow and Mrs. Renz for taking time this morning to attend the Pennsylvania Advocacy Day and advocate for public education.

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

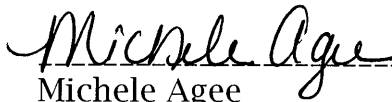
Minutes


The meeting was adjourned at 7:51 p.m. following a motion by Mrs. Renz and a second by Dr. Cysyk.

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

Respectfully submitted,


Michele Agee
Secretary to the Board
April 22, 2024


Lindsay K. Drew
Board President

Derry Township School District
Board Meeting
April 8, 2024

Please Sign In AND Print Your Name

Signature

Printed Name

Sample Signature

Sample Name Printed

Signature

Rep

Printed Name

Bobby Benz

Signature

Chris

Printed Name

Chris Schmitt

Signature

Printed Name

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Virtual Attendance April 8, 2024 Board Meeting
Mark Balanda
Lisa Balanda
Lisa Dalto
Alexandria DeCicco
Scott Harman
Angela Mullen
Kim O'Connell
Kirsten Scheurich
Angie Shipper
Melissa Shultz
Sarah Smith
Drew Weidman



TURF & TRACK REPLACEMENT

APPROX. 96,000 SQ FT

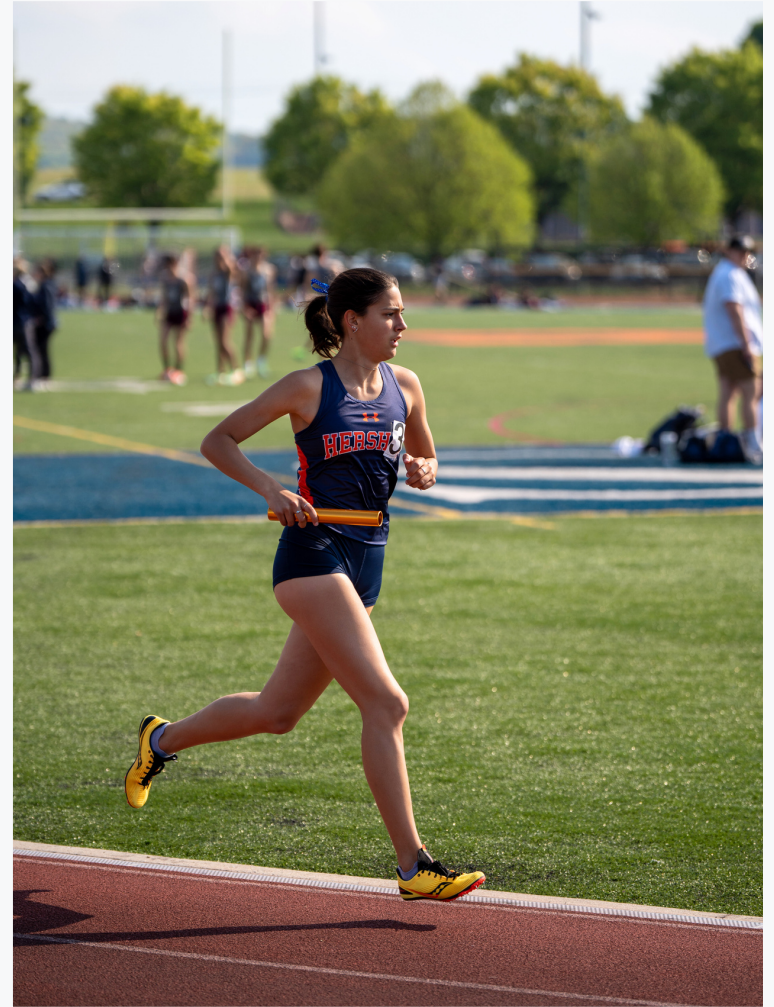
**CONSTRUCTION TIMELINE:
MAY 20, 2024 – JULY 22, 2024**



PROJECT SCOPE

Turf Replacement:

- Remove 96,000 sq ft existing turf and infill
- Dispose off campus
- Regrade existing aggregate
- Assess nailers around perimeter (replace as needed)
- Provide and install 10mm shock pad under turf
- Provide and install 96,000 sq ft 50oz face weight turf
- Provide inlaid markings/lines for football, soccer and field hockey.



PROJECT SCOPE

Track Resurfacing:

- Assess current condition of surface
- Make any necessary repairs
- Clean and prime surface as needed
- Apply 5mm red resurfacing compound
- Strip, mark, and certify 400mm running track lanes and event markings

Approximate Timeline:

- 20 work days for turf
- 20 work days for track
- 9 week project



PROPOSALS

Proposed Turf Replacement & Track Resurfacing

Field Turf:

- Dual fiber turf - \$493,036.83
- Shock Pad - \$95,949.00
- Total with shock pad - \$588,985.83
- Track resurfacing - \$338,500.40
- Total turf/track - \$927,486.23

Hellas

- Matrix Helix Polyethylene Monofilament Turf - \$650,805.00
- Shock Pad - \$133,855.00
- Total w/Shock Pad - \$784,660.00
- Track resurfacing - \$267,775.00
- Total Turf/Track - \$1,052,435.00





RECOMMENDATION: HELLAS

More about our recommendation, Hellas:

- Hellas was founded in 2003.
- Hellas manufactures all the products they install.
- Hellas has provided turf, track, courts, and lighting projects to thousands of K-12 , collegiate and professional sports teams.
- Hellas performs all contracted work, utilizing no sub-contractors.
- References were contacted and through conversations we determined the common theme is unparalleled customer service and a product that stands out amongst the competitors.
- Matrix Helix Monofilament Synthetic Turf System is the most similar experience available to playing on a natural grass surface



MONOFILAMENT SLIT-FILM

VS



matrix^H TURF



	COMPARABLES	MONOFILAMENT	MATRIX HELIX MONOFILAMENT	SLIT-FILM
	MANUFACTURING	Extruded in single grass strands.	Individual curled fibers eliminate weak spots or breaking points and impart Shape Memory Technology so strands spring back into place.	Extruded as a flat film that is designed to break apart in the field with use.
	SHAPE	Shape varies based on manufacturer.	Corkscrew-shaped strands that stand up-right and are extremely resilient.	Flat, tape-like fibers that mat over.
	INFILL RETENTION	Varies based on manufacturing process and shape of turf.	Curled fibers lock infill in place to reduce migration and splash out.	Infill retention not as consistent as monofilament turf.
	PLAYING EXPERIENCE	Similar to natural grass.	Most similar experience to playing on natural grass.	Feels slick, and uneven where tufts of turf group together when matted over.
	APPEARANCE	Uniform in color but will vary depending on manufacturer.	Variations in green tones give the turf a lush, natural green appearance.	Shiny or glossy with uneven tones.
	SAFETY	Stable and secure footing. Injury rates comparable to natural grass.	Stable, secure, more predictable due to strand shape. Injury rate comparable to natural grass.	More foot slipping, less predictable, uneven surface. Injury rate is significantly higher than monofilament turf.
	LONGEVITY	Will vary depending on shape of strands.	Shape Memory Technology and unique strand shape is extremely resilient, lasting longer than most synthetic turf systems.	Will require more frequent replacement.



RENDERING





THANK YOU!
QUESTIONS?



Derry Township School District



Request for Field Trip Form

Date Submitted: 3/12/24

Name of Group, Class or Organization: Hershey Powerlifting

Teacher(s) or Advisor(s): Troy Smith

Destination: New Orleans, Louisiana

Transportation Provider: parents drive lifters to Baltimore airport

Date of Departure: 4/18/24 Date of Return: 4/22/24

Time of Departure: 5:00 a.m. Time of Return: 4:00 p.m.

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

Purpose of Trip: Powerlifting America High School Nationals

Number of Students Participating: 13 Grade level(s): 9-12

Curriculum Connections

1. Engage in physical activity that supports achievement of personal fitness and promotes lifelong participation.
2. _____
3. _____

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

<input checked="" type="checkbox"/> Troy Smith	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____

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

<input checked="" type="checkbox"/> Cory Schaffer Sr.	<input type="checkbox"/> _____
<input checked="" type="checkbox"/> James Marsini	<input type="checkbox"/> _____
<input checked="" type="checkbox"/> David Still	<input type="checkbox"/> _____

Teacher(s) or Advisor(s) Signature: T. Smith Date: 3/12/24

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

Field Trip Costs		Cost Per Student	Qty.	Student Subtotal	Cost Per Staff or Chaperone	Qty.	Staff / Chaperone Subtotal	Amount
A	Transportation	\$ 200.00	13.00	\$ 2,600.00	\$ 200.00	4.00	\$ 800.00	\$ 3,400.00
B	Lodging	\$ 225.00	13.00	\$ 2,925.00	\$ 225.00	4.00	\$ 900.00	\$ 3,825.00
C	Meals	\$ 200.00	13.00	\$ 2,600.00	\$ 200.00	4.00	\$ 800.00	\$ 3,400.00
D	Registration/Entrance Fees	\$ 240.00	13.00	\$ 3,120.00	\$ 75.00	4.00	\$ 300.00	\$ 3,420.00
E	Staff Substitutes	\$152.26						\$ 456.78
F	Other Expenses (List):	Rental Cars (2)						\$ 1,200.00
Total Trip Expense (Add Amounts for Lines A - F)								\$ 15,701.78

Field Trip Funding Sources		Fee	Qty.	Amount
G	Fees paid by Student/Family	\$ 640.00	13.00	\$ 8,320.00
H	Fees paid by Chaperone	\$ 475.00	4.00	\$ 1,900.00
I	PTO/Booster Club (specify) _____			
J	Activity Account (specify) _____			
K	Department Budget (specify) <u>All Lodging + Rental Cars (10-3210-000-30-80-530-580)</u>			\$ 5,025.00
L	Other (specify) <u>Substitutes</u>			\$ 456.78
Total Trip Funding (Add Amounts for Lines G - L)				\$ 15,701.78


Total Trip Funding Must equal Total Trip Expense

Plan to cover costs for students with an economic hardship: NA

Explanation if Funding Sources are less than Field Trip Costs: NA


Approval/Disapproval

Building/Supervisor's Principal:

Approved 

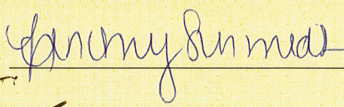
Disapproved _____

Assistant Superintendent for Curriculum & Instruction:

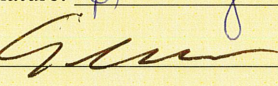
Approved 

Disapproved _____

Reason for Disapproval: _____

Principal's/Supervisor's Signature: 

Date Processed: 3/15/24

Superintendent's Signature: 

Date Processed: 3/18/24

Board Approval Date (if required): April 8, 2024

Derry Township School District



Request for Field Trip Form

Date Submitted: March 7, 2024

Name of Group, Class or Organization: PA Jr. Academy of Science (PJAS)

Teacher(s) or Advisor(s): Jason Sibbach, Jason Ambler, & Kimberly Haney

Destination: Penn State University, State College, PA

Transportation Provider: DTSD School Van

Date of Departure: Sunday, May 19, 2024 Date of Return: Tuesday, May 21, 2024

Time of Departure: 1:30 PM Time of Return: 12:00 PM

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

Purpose of Trip: 2024 PJAS State Science Fair Competition

Number of Students Participating: 4 Grade level(s): 9-12

Curriculum Connections

1. PA Academic Standards for Science, Technology, & Engineering 3.1 - Science as Inquiry
2. _____
3. _____

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

<input checked="" type="checkbox"/> <u>Jason Sibbach</u>	<input type="checkbox"/> _____
<input checked="" type="checkbox"/> <u>Jason Ambler</u>	<input type="checkbox"/> _____
<input checked="" type="checkbox"/> <u>Kimberly Haney</u>	<input type="checkbox"/> _____

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

<input type="checkbox"/> <u>N/A</u>	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____

Teacher(s) or Advisor(s) Signature:  Date: 3/7/24

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

Field Trip Costs		Cost Per Student	Qty.	Student Subtotal	Cost Per Staff or Chaperone	Qty.	Staff / Chaperone Subtotal	Amount
A	Transportation	\$ 130.00	1.00	\$ 130.00			\$ 0.00	\$ 130.00
B	Lodging			\$ 0.00			\$ 0.00	\$ 0.00
C	Meals			\$ 0.00			\$ 0.00	\$ 0.00
D	Registration/Entrance Fees	\$ 185.00	4.00	\$ 740.00	\$ 205.00	3.00	\$ 615.00	\$ 1,355.00
E	Staff Substitutes	\$152.26						\$ 913.56
F	Other Expenses (List):	Registration fee includes all meals and lodging						
Total Trip Expense (Add Amounts for Lines A - F)								\$ 2,398.56

Field Trip Funding Sources		Fee	Qty.	Amount
G	Fees paid by Student/Family			\$ 0.00
H	Fees paid by Chaperone			\$ 0.00
I	PTO/Booster Club (specify) _____			
J	Activity Account (specify) _____			
K	Department Budget (specify) <u>10-1490-000-30-80-516-810</u>			\$ 2,268.56
L	Other (specify) <u>10-1490-000-30-80-516-580</u>			\$ 130.00
Total Trip Funding (Add Amounts for Lines G - L)				\$ 2,398.56

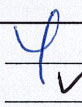
Total Trip Funding Must equal Total Trip Expense

Plan to cover costs for students with an economic hardship: N/A

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

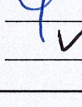
Approval/Disapproval

Building/Supervisor's Principal:

Approved 

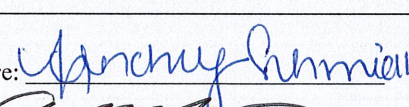
Disapproved _____

Assistant Superintendent for Curriculum & Instruction:

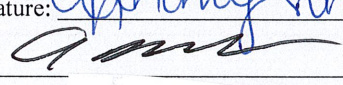
Approved 

Disapproved _____

Reason for Disapproval: _____

Principal's/Supervisor's Signature: 

Date Processed: 3/7/24

Superintendent's Signature: 

Date Processed: 3/12/24

Board Approval Date (if required): April 8, 2024

SMART SENSE

BY DIGI

Digi SmartSense, LLC
9350 Excelsior Blvd. Suite 700
Hopkins MN 55343
United States

QUOTE #119814

Derry Township School District

Expiration Date 5/7/2024

Currency USD

BILL TO:

Greg Hummel
Derry Township School District
30 East Granada Ave
Hershey PA 17033
United States

SHIP TO:

Greg Hummel
Derry Township School District
30 East Granada Ave
Hershey PA 17033
United States

ONE TIME ITEMS

ITEM	QTY	PRICE	TOTAL
3PL FedEx Ground®	1		
SUBTOTAL			\$0.00

RECURRING ITEMS

ITEM	QTY	PRICE	TOTAL
ANNUAL MONITORING (EDUC) Annual Monitoring fee Education Vertical 1 Year/Annual	5	\$365.00	\$1,825.00
SUBTOTAL			\$1,825.00

FIRST YEAR TOTAL \$1,825.00

GRAND TOTAL \$1,825.00

Special Instructions

Net- 30- July 1, 24 thru June 30, 2025

Unless otherwise stated in this Quote, this Quote will expire 60 days after the date of submission by SmartSense.

This Quote is an offer by Digi SmartSense, LLC ("SmartSense") to provide the equipment and services described above to the above-identified customer ("Customer") under the terms of this Quote (including any referenced addenda), the then-current SmartSense Terms of Service (available at <https://www.smartsense.co/terms-of-service>), and any additional terms specifically agreed in writing by SmartSense and Customer. Any different, additional or inconsistent terms or conditions of Customer's documents are rejected. When signed by Customer in the space below and received by SmartSense, this Quote will become a binding order between SmartSense and the Customer (the "Order").

SMART SENSE

BY DIGI

Digi SmartSense, LLC
9350 Excelsior Blvd. Suite 700
Hopkins MN 55343
United States

QUOTE #119814

Expected shipment date will be as stated in the Quote (or if not specified, within three weeks after receipt by SmartSense of signed Customer acceptance).

Some installations may require additional Equipment not specified in this Quote. The cost of the additional Equipment as well as any associated implementation / installation charges will be the responsibility of the Customer as part of the overall system cost. Every effort will be made to make the Customer aware of the amount of Equipment and related cost at the time of the order. Additional taxes and fees may apply.

Customer acknowledges and agrees that prices do not include costs of shipping, forwarding, insurance or similar fees, storage after delivery, or any import or export duties, or sales, use, excise or similar taxes levied by any governmental authority, all of which expenses, shall be borne by Customer. FOB point (origin) will be in the United States.

Actual shipping charges will be calculated and charged to the Customer upon order fulfillment.

OPTIONAL: PO Number: _____. If a number is inserted in this blank, SmartSense will reference it on invoices issued under this Quote. PO terms conflicting with or in addition to those specified in this Quote will not apply.

Billing Contact Name: _____

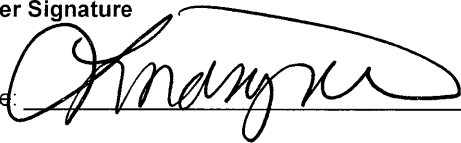
Billing Contact Phone Number: _____

Billing Contact Email Address: _____

Tax Exempt? ____ Yes ____ No. If yes, please email your tax exempt certificate to DigiOrders@Digi.com and reference this quote number.

Customer Signature

Signature: _____



Date: April 8, 2024

Print Name: Lindsay K. Drew

Title: President, School Board

This document may not be copied, modified, distributed or otherwise disseminated, in whole or part, without express written permission from SmartSense. All rights reserved.

Quote submitted for your review by: LeeJay Moreno.

Contact me at LeeJay.Moreno@digi.com if you have any questions regarding this quote.



SAFE CRISIS MANAGEMENT

JKM TRAINING, INC. ♦ 1710 RITNER HWY, STE 1 ♦ CARLISLE, PA 17013

TRAINING CONTRACT

PROGRAM	SCM Instructor Recertification – Online/1-day Skill Out Option		
DATES	June 4, 2024		
TIMES	8:30am-4:00pm		
PARTICIPANT #S			
ORGANIZATION/SCHOOL	Derry Township School District		
ADDRESS	30 East Granada Ave		
CITY, STATE, ZIP	Hershey, PA 17033		
CONTACT	Chris Grudi		
CONTACT TELEPHONE	Work #: 717-508-2246	Cell#: 717-554-4115	
CONTACT EMAIL	cgrudi@hershey.k12.pa.us		
JKM INSTRUCTOR	Michelle Stagmer		
PRICING	\$2195.00 plus instructor expenses - plus \$155/person for online course Instructor Expenses Include: <ul style="list-style-type: none"> ▪ Mileage: \$.655/mi (or current federal rate) ▪ Lodging, Airfare, Parking, Rental Car, Fuel, Taxi Service, Tolls (all at actual cost) ▪ Stayover Days: \$150/day (applicable only when instructor must stay over the weekend or additional days due to travel) 		
TRAINING LOCATION:			
	Same As Above	X	Different Location – please fill in
LOCATION	Hershey High School Mat Room		
PHYSICAL ADDRESS	550 Homestead Road		
CITY, STATE, ZIP	Hershey, PA 17033		
ONSITE CONTACT	Lisa Sviben Miller		
CONTACT TELEPHONE	Cell #: 717-554-4115	Alternate#:	
LODGING:			
	Applicable – please fill in	x	Not Applicable – Instructor commuting
LODGING			
ADDRESS			
CITY, STATE, ZIP			
TELEPHONE			
ORGANIZATION/SCHOOL MUST SUPPLY (Please refer to attached room illustration)			
SCM Theoretical Training: <ul style="list-style-type: none"> <input type="checkbox"/> Yes, we have an LCD Projector onsite for your use <input type="checkbox"/> No, we do not have an LDC Projector onsite ▪ Classroom space (desks/tables): 1 table/chairs per 5 participants ▪ Projection screen & long table in front of room with extension cord & power strip for JKM Training, Inc. laptop ▪ Additional long table in front of room for SCM materials ▪ Newsprint pad & easel with markers 		SCM Emergency Safety Physical Intervention Training: <ul style="list-style-type: none"> ▪ Adequate space for physical intervention instruction (100 sqft. per trainee) ▪ Room should be completely empty ▪ Flooring should be clean carpeting or exercise mats ▪ Hydration (water) ▪ Trainees are encouraged to bring knee pads 	

CONTRACT TERMS:

Contract must be signed, dated, and returned at least 30 days prior to program, unless program was set up to be provided within 30 days, in such case, contract must be returned as soon as possible. JKM Training, Inc. will not provide training without a signed contract. The number of participants listed on the contract is firm, unless mutually agreed upon otherwise in writing by both parties. If Organization/School increases the number of participants above the participant maximum, each participant over the maximum will be charged at the following rate: 5-day Workshop: \$399/person, 3-day Workshop: \$299/person, 2-day Workshop: \$199/person, 1-day Workshop: \$99/person. Final roster/participant count must be provided to JKM Training, Inc. at least 10 days prior to start of training date. If the number of participants increase after JKM Training, Inc. has shipped materials for training program, Organization/School will assume any additional shipping costs as required. Invoicing will occur after the program has ended; Organization/School has 30 days to submit payment before finance charges (1.5%/month) will be assessed.

CANCELLATION POLICY:

Organization/School has up to 30 days prior to the training date to cancel the program without incurring cancellation fees. If the Organization/School cancels training less than 30 days prior to the training date, cancellation fees shall be assessed as follows: 30-20 days prior 10% cancellation fee. 20-10 days prior – 25% cancellation fee. Less than 10 days prior – 50% cancellation fee. Fees only apply when JKM Training, Inc. is not able to re-book the dates with another training program.

FORCE MAJURE:

The performance of this contract by either party is subject to acts of God, war, government regulation, disaster, civil disorders, or other emergency making it illegal or impossible to provide the training facilities or to hold the training/workshop. This contract may be terminated for any one or more such reasons by written notice from one party to the other. In the event of such an occurrence, both parties agree to use their best efforts to reschedule the training/workshop to a mutually agreeable time.

SAFETY IN THE TRAINING POLICY:

- Organization/School is responsible for the occupational health of its participants.
- Organization/School shall clearly indicate to participants of the training the physical requirements of the course at least two (2) weeks prior to the start date of the training program. Participants must understand that this training includes practice of emergency safety physical intervention which includes physical contact, movement and risk of injury.
- Organization/School shall clearly indicate to participants they are to follow the directions given by JKM Training, Inc. instructors as well as the rules of conduct indicated in the participant's workbook and manual.
- Organization/School shall advise it participants on wearing proper attire (exercise clothing and sneakers).
- Organization/School shall assess all participants to assure they are physically able to participate in the training program prior to the start of the training program.
- Organization/School shall ensure that its employees know they are legally required to report any factors that may increase risk of injury during training. These physical conditions include but are not limited to pregnancy, heart conditions, brittle bones or personal circumstances.
- Organization/School understands that JKM Training, Inc. reserves the right to exclude anyone deemed unsuitable for training on the basis of health, physical status or unprofessional attitude.
- JKM Training, Inc. does not guarantee that the techniques and methods taught in this program comply with all local laws, policy or regulations governing individuals using them. Organization/School should verify this compliance with the appropriate authorities.
- JKM Training, Inc., its owners, and instructors assume no liability for injuries, loss, or damages associated with the misuse, or incorrect application of skills and techniques taught in the program or illegal or inappropriate use of the same whether or not such injury, loss or damage is foreseeable.
- Organization/School shall indemnify, hold harmless and defend JKM Training, Inc. from and against any and all costs, expenses (including reasonable counsel fees), liabilities, losses, damages, suits, action, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person, entity or governmental authority arising out of or in any way connected with this training contract.

SAFE CRISIS MANAGEMENT POLICY REQUIREMENTS FOR CONTRACTED ORGANIZATION/SCHOOL:

Below are the policy requirements for the successful implementation of Safe Crisis Management in service agencies and schools. Organization/Schools utilizing JKM Training, Inc. for the training of personnel as SCM Instructors or for the training of direct service staff in SCM, through this contract, must agree to create policies congruent with those indicated below.

Training Policy:

- Establish Safe Crisis Management as the intervention model staff will use.
- Establish which staff must be trained (suggested all direct contact staff be trained) - comply with all governing bodies.
- The training content
 - Standard SCM curriculum.
 - If using emergency safety physical interventions, a minimum of 3 standing techniques (including extended arm assist with the possibility of multiple-person assists).
 - If using emergency safety physical interventions and policy permits seated/kneeling assists, must teach at least one assist to a seated/kneeling assist.
 - If using emergency safety physical interventions and policy permits floor assists, must teach at least one supine or side assist (cannot teach prone assists only). If floor assists are taught, then instructors must teach how to move from the floor to the seated assist.
 - Emergency safety physical interventions must be size and age appropriate.
 - Any alterations to the standard SCM curriculum must be preauthorized in writing by JKM Training, Inc.

- Time requirements
 - Must comply with all governing bodies and according to best practice standards.
 - Length and frequency of training is dictated by regulations or standards, staff numbers, experience level, etc.
 - Recommended 18 training hours for the staff certification class.
 - Recommended 12 training hours for the staff recertification class.
 - Ongoing training is highly recommended to minimize learning drift (monthly, quarterly).
- Delivery requirements
 - SCM must be delivered by a certified instructor.
 - SCM must have adequate time and space for physical intervention skills practice.
 - JKM Training, Inc. recommends co-facilitation and at least one instructor for every twelve participants.
- Proficiency requirements
 - SCM requires both written and physical skills (assuming emergency safety physical interventions have been taught) testing to verify learning.
 - Failure to pass required testing must have supervisory follow-up. Retraining should be required for those who do not demonstrate appropriate proficiencies. Indicate how many times a staff may be retrained if they continue to fail. Attendance and proficiency measurement must be documented.

Intervention Policy:

- Organization/School's mission
- The conditions requiring emergency safety interventions (harm to self or others) – emphasized as a last resort option.
- Interventions must follow the least restrictive alternative principle.
- Intervention methodology (prevention, de-escalation, emergency safety and after incident).
- Establish which emergency safety physical interventions are permitted for use.
- Adherence to an individual's behavior support plan during any emergency safety intervention.
- A clear indication as to who can physically intervene.
- A clear substitution procedure during emergency safety physical interventions.
- Monitoring and documentation requirements.
- A clear release process during emergency safety physical interventions.
- Documentation that staff have attended training and demonstrated competency and acceptance of the intervention policy.
- Whenever possible, a supervisor or designee be present and approve the use of emergency safety interventions.
- Duration limitations for emergency safety physical interventions should not exceed state law or established accreditation requirements. JKM Training, Inc. requires a time limit of five minutes for prone interventions and a ten minute time limit for all other interventions. Distress factors should be monitored during and after any intervention.
- Adopt goals to reduce the use and duration of emergency safety interventions.

Supervision Policy:

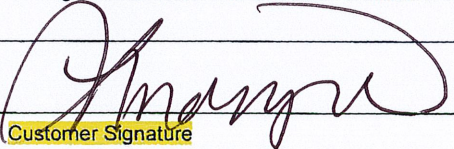
- Should provide supervisors with a clear expectation of the SCM related duties.
- Supervisors should teach, support, monitor and enforce SCM performance expectations.
- Supervisor should be able to identify SCM curriculum priorities; set performance expectations accordingly; observe/review employee performance; provide reinforcement or corrective action; revise SCM priorities as needed.

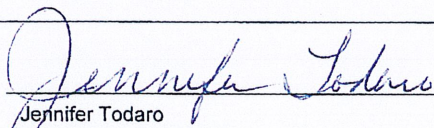
Documentation Policy:

- Should address staff's responsibility to complete accurate incident reports.
- All documentation should be completed prior to the end of the staff's workday.

Evaluation Policy:

- Organization/School should establish an incident review process (often reviewed in a safety or incident review committee).


Customer Signature


Jennifer Todaro
Director of Programs

April 8, 2024

February 2, 2024

Date

Date

Please Sign, Date and Return



400 E Main St. Annville, PA 17003
(PH) 717-685-8100 (FX) 717-427-1712
Sales@KIT-Communications.com

Proposal

Derry Township School District

Proposal for:

David Sweigert

Prepared by:

Lisa Webb

Proposal Date:

2/16/2024

*Valid for 30 days
from proposal date*

Summary

Exacq License Renewal - Derry Township School District 2024-2025

Proposal #: 54960-EX24



Quoted Scope of Work

KIT Communications to provide the following
Exacq SSA Renewals for 1 Yr for MAC Address:
AC-1F-6B-7B-D9-DE

Qty (22) SSA-EVENIP-01 ENTERPRISE software updates per IP camera, per year.

Period of 11 March 2024- 11 March 2025

Price:

\$1,063.04

Plus sales tax as applicable

*Financing options available. Please contact your
KIT Communications Estimator or call 717-685-8100.*



GENERAL CONDITIONS
KIT Network Cabling (the "Contractor")

1. LIMITED WARRANTY.

A. The Contractor warrants that the work shall be free from any defects in workmanship for a period of three hundred and sixty-five (365) days from the Completion Date. If the Customer fails to make payment when due under this Contract, then the warranty set forth in this paragraph will terminate and become null and void. All parts and materials furnished shall bear only the warranty, if any, of the manufacturer. The Contractor does not make any warranties, express or implied, with respect to the parts and materials.

B. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL AGREEMENT, GUARANTEE, PROMISE, REPRESENTATION OR WARRANTY SHALL BE BINDING. IN NO EVENT WILL THE CONTRACTOR BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE CONTRACTOR HAS KNOWLEDGE THAT FAILURE TO PERFORM COULD CAUSE CONSEQUENTIAL ECONOMIC LOSSES. IN ANY EVENT CUMULATIVE DAMAGES FOR BREACH OF THIS CONTRACT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO THE CONTRACTOR UNDER THIS CONTRACT. THIS PARAGRAPH SHALL APPLY TO ALL ACTIONS RELATED TO THE GOODS AND SERVICES PROVIDED HEREUNDER, WHETHER BASED ON NEGLIGENCE, TORT, CONTRACT OR OTHER THEORIES. CUSTOMER ACKNOWLEDGES THAT THIS PARAGRAPH ALLOCATES THE RISK OF PRODUCT FAILURE BETWEEN THE CONTRACTOR AND CUSTOMER AND THAT THIS ALLOCATION IS REFLECTED IN THE PRICE PAID. NO ACTION ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

2. CHANGES IN THE WORK. All changes in the Work shall be authorized by a written Change Order signed by the Customer. All additional charges resulting from Change Orders shall be paid by the Customer in accord with the standard billing procedure.

3. CUSTOMER'S RESPONSIBILITIES. The Customer shall secure and pay for all necessary approvals, easements, assessments and charges required for the Work. The Customer will furnish all information required regarding the physical characteristics, legal limitations and utility locations for the site of the Work. The Customer is responsible for the security and protection of all completed Work and all equipment and materials which have been delivered to the site. The Customer shall secure and pay for all building permits and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.

4. INSURANCE. The Contractor shall purchase and maintain (a) worker's compensation insurance, and (b) insurance for claims for damages, other than to the Work itself, because of bodily injury or destruction of tangible property resulting from Contractor's negligence. The Customer shall be responsible for purchasing and maintaining the Customer's own liability insurance and at the Customer's option, may purchase and maintain such insurance as will protect the Customer against claims which may arise from operations under this Contract. The Customer shall purchase and maintain property insurance upon the entire Work at the site at the full insurable value thereof.

5. CONCEALED CONDITIONS. Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Price Shall be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions. If the Contractor wishes to make a claim for an increase in the Contract Price, he shall give the Customer written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. The notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. If the Customer and the Contractor cannot agree on the amount of the adjustment in the Contract Price, it shall be determined by arbitration as provided hereafter. Any change in the Contract Price resulting from such claim shall be authorized by Change Order. The Customer shall indemnify the Contractor from any costs or liabilities arising out of damage to concealed utilities if the Customer has failed to inform the Contractor of the location of the concealed utilities.

6. COMMENCEMENT OF THE WORK AND DELAYS IN EXTENSION OF TIME. The contractor shall carry the Work forward expeditiously with adequate forces. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Customer or any employee or separate contractor employed by the Customer, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Customer, then the Contractor shall not be responsible for any substantial delay in completion of the Work. Estimates, if any, of Completion Dates set forth in this Contract are estimates only, it being understood that time is not of the essence.

7. FINAL COMPLETION AND FINAL PAYMENT. Upon notice by the Contractor, the Customer will promptly make an inspection of the Work and prepare a list of items, if any, to be completed or corrected. The Contractor shall diligently proceed to complete or correct such items as are required under this Contract. Upon final completion, the Customer will pay the Contractor the final payment of the Contract. The making of a final payment shall constitute a waiver of all claims by the Customer except those arising from: (a) unsettled liens; or (b) faulty or defective work which is subject to the warranty contained in this Contract.

8. ACCESS TO THE SITE OF THE WORK. The Customer shall provide the Contractor with access to the Work area including ingress and egress. It will be the responsibility of the Customer to provide Contractor with adequate access for heavy trucks and construction materials. The Contractor is hereby released from all claims and damages which may occur to any curbs, sidewalks, driveways, shrubs, trees and lawns, it being the responsibility of the Customer to provide the Contractor with adequate access.

9. COST OF COLLECTION – ATTORNEY FEES. In the event that Customer fails to make payment when due, interest at the rate of one and one – half percent (1-1/2%) per month shall be added to all invoices. In the event that Customer defaults under this Agreement by failure to make payment when due, the Customer agrees to indemnify and pay contractor's reasonable attorney fees and costs of collection.

10. MISCELLANEOUS. All of the terms of this Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the parties hereto and their successors and assigns. This Agreement shall be construed and enforced in accordance with Pennsylvania law. The Customer agrees to submit to the jurisdiction of the Court of Common Pleas in and for Lebanon County and the United States District Court for the Middle District of Pennsylvania as to any matter not covered by the arbitration provisions of paragraph 6 of this Agreement. This Agreement represents the entire understanding of the parties hereto, supersedes all other and prior discussions and agreements between the parties hereto and may not be modified or amended, except by a written document designating specifically the terms and provisions so modified and amended and signed by the parties hereto.



Derry Township School District
Proposal 54960-EX24
SSA Derry Township School District 2024-2025

400 E Main St. Annville, PA 17003 Sales@KIT-Communications.com Phone: 717-685-8100 Fax: 717-427-1712

Authorization to Proceed

Payment Terms: Net 30

Acceptance of Proposal **54960-EX24** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Total Contract Price:

\$1,063.04

Date of Acceptance: April 8, 2024

Signature

A handwritten signature in dark ink, appearing to read 'Andrew', is written over a horizontal line.

For acceptance of this proposal please forward a signed and dated copy of this form to:

Lisa Webb
KIT Communications
Desk: 717-507-1755
Email: Lwebb@kit-communications.com



PROPOSAL

Leo Kob Co., Inc. ~ 303 Jonlyn Drive ~ Elizabethtown, PA 17022 ~ (P) 717-367-1363 ~ (F) 717-367-3376

Proposal Submitted To:
Derry Township School District

Date: February 7, 2024

Fax:

Phone:

Attn: John Fready

Job Name: Restroom Renovation

Location: Hershey Middle School
30c Granada Ave.

Reference: Hershey, PA 17033

Plumbing Work to Include:

- Remove and reinstall (1) existing wall hung toilet and flush valve.
- Remove existing chair carrier.
- Remove existing shower mixing valve.
- Furnish and install (1) new vertical chair carrier with 4" side outlet.
- Furnish and install (1) new horizontal chair carrier.
- Furnish and install (1) new wall hung toilet with manual flush valve.
- Furnish and install (1) wall hung lavatory with single handle faucet.
- Extend drain, vent, and water piping to the new fixtures as necessary for a complete installation.
- Caulk all new and replacement fixtures to new wall finishes.

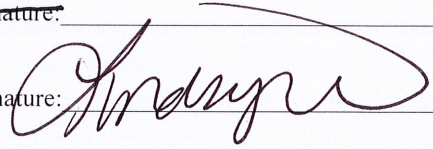
Installed Cost: \$ 9,670.00

Exclusions:

- Permit costs, inspection fees, or bonds.
- Demolition of walls, floors, and shower accessories including grab bars, and curtain.
- Patching of walls & floors, including finishes.

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

Date of Acceptance: April 8, 2024

~~Signature:~~
Signature: 

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner must carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Leo Kob Authorized Signature Kevin S. Becker **Note: This proposal may be withdrawn by us if not accepted within 20 days.**

LEO KOB CO., INC. ~ 303 JONLYN DRIVE ~ ELIZABETHTOWN, PA 17022 ~ (P) 717-367-1363 ~ (F) 717-367-3376



Mixed Impressions DJs

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

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

BOOKING CONTRACT

Agreement made on Monday, February 26, 2024 by and between
Mixed Impressions DJ's Entertainment and:

Barb Clouser
Hershey High School
PO Box 898, 550 Homestead Road; Hershey, PA 17033
Work: 531-2244

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

Event Type: **Prom** ----- Times: **7:00 PM** till **10:00 PM**

Event Date: **Saturday, April 27, 2024** ----- Package: **School Package \$1,095.00**

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

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

\$1,095.00 minus **\$100.00** non-refundable deposit leaving a balance of: **\$995.00**

3. Event Details: **Event at Hershey HS - 7:00pm to 10:00pm**

4. Mixed Impressions will be permitted to set up equipment at: **4:30 PM.**

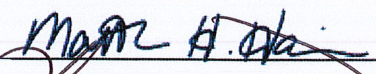
5. Additional services will be performed at: **\$0.00** per hour. ----- Attire: **Suit / Tie**

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

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

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

PLEASE RETURN CONTRACT WITHIN 20 DAYS OF DATE SENT.

Mixed Impressions DJ:  Date: 2/26/24

Authorized Signature:  Date: April 8, 2024



CONSULTANT/PRESENTER CONTRACT

This AGREEMENT is made between Derry Township School District ("Client") and Moritz Consulting ("Consultant").

I. **Engagement**

The Client engages the services of the Consultant under the terms and conditions outlined in this Agreement and Consultant accepts such engagement in accordance with terms and conditions.

II. **Term of Agreement**

This Agreement shall become effective on July 9, 2024, unless terminated in accordance with section IV.

III. **Scope of Work**

Consultant agrees to provide *one full day* workshop (8:00am – 3:00pm) on the effects of childhood adversity and the principles of trauma-sensitive practices with an emphasis on relationships, safety, and belonging.

Workshop Title:

The Neuroscience of Cognition, the Biology of Stress, and the Healing Power of Relationships

Workshop Description:

Prior generations held on to the belief that if adversity occurred during the first few years of life, the child would not retain those memories and therefore, would not be impacted later in life. But research over the past few decades has revealed that while "the child may not remember...the body remembers" (source: *Resilience* by KPJR Films). What we have come to learn is that adversity in childhood can impact early brain development and result in an overly sensitized stress response system leading to disruptive classroom behaviors and a variety of barriers to learning. Regardless of the cruel realities of childhood adversity, however, as educators, we can remain hopeful because of the science of learning and development which reveals just how important relationships are to the learning process. Those who participated in the October 2023 workshop titled "Relationships First, Everything Else Second" were introduced to the transformative healing power of connection in the classroom. This workshop takes a deeper dive into the basics of neuroscience, the significance of safety and belonging, and the biological importance of the "window of tolerance" – the zone where our bodies are in their optimal state for learning and where we are able to effectively manage the ups and downs of the day.

IV. **Cancellation**

Either party reserves the right to cancel this Agreement with ten (10) days written notice to the other party.

V. **Compensation**

- A. Client agrees to pay the Consultant a fee of \$2500 (all-inclusive).
- B. Payment for the services rendered per this Agreement will be due and payable upon receipt of the invoice.

VI. **Independent Contractor Relationship**

Consultant shall not be considered an employee, servant, agent, partner or joint-venture of Client for any purposes whatsoever and shall not represent Consultant's opinions to be that of Client. Consultant shall receive an IRS-1099 at the end of the calendar year for services rendered.

VII. **Confidential Information**

Consultant acknowledges that during the course and scope of performing work for Client, the Consultant may have access to certain confidential information. Consultant shall not disclose any such confidential information to any person during or after the termination of this Agreement without the prior written authorization of Client. Client agrees that Consultant's finished work products will not be shared, forwarded or transmitted to any other program/organization without the express written permission of the Consultant.

VIII. **Indemnification**

Each party, to the extent permitted by law, agrees to indemnify, defend and hold harmless the other, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees and expenses), claims, suits, actions, damages, liability, and expenses occasioned wholly or in part directly or indirectly from any act or omission or negligence or fault of agents, subcontractors, independent contractors, suppliers, employees, or servants under failure to perform the duties specified in this agreement.

Please sign and date below and return this agreement to Amy Moritz at amyfmoritz@gmail.com. Retain a copy for your files.

Moritz Consulting, LLC
EIN #92-1171948

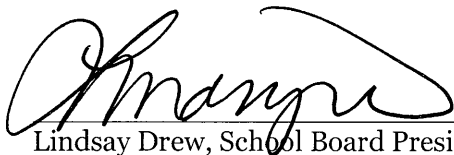
Amy Moritz

February 12, 2024

Amy F. Moritz, Learning and Development
Strategist/Owner

Date

Derry Township School District



Lindsay Drew, School Board President

April 8, 2024

Date



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

MAINTENANCE FOR INTERIOR PLANTINGS

MAINTENANCE

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

WATERING

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

PRUNING

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

DUSTING & POLISHING

Plants will be cleaned to enhance their natural appearance.

FERTILIZING

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

INSECT & DISEASE CONTROL

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

DEBRIS REMOVAL

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

PLANT GUARANTEE

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

SEASONAL ANNUALS

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



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

MAINTENANCE FOR INTERIOR PLANTINGS

MAINTENANCE

Our weekly maintenance includes: watering, pruning, trimming, fertilizing, insect & plant disease control—if necessary, and cleaning. Maintenance will be performed according to a mutually satisfactory schedule.

SPECIFICATIONS

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

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

DATE OF CONTRACT

This contract shall be effective beginning **January 1, 2024** through **December 31, 2024**.

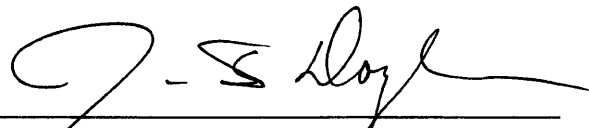
The contract is renewable.

MAINTENANCE CHARGES

The charges for each month of the contract will be \$ **one time full payment**

A yearly cost of \$ **1300.00**


NAME & TITLE **Lindsay K. Drew**
School Board President


NATURE'S WAY NURSERY • NAME & TITLE _____

April 8, 2024
DATE

3/18/24
DATE

Professional Service Agreement

This agreement is made this March 5, 2024, by and between Derry Township School District (Hereinafter "District") and Stephanie Ruiz (hereinafter "Independent Contractor").

Whereas, the District desires to engage the services of an Independent Contractor to provide additional **Bilingual School-Based Speech/Language Services**.

Whereas, Stephanie Ruiz is an Independent Contractor wishing and agreeing to provide such services and now therefore, in consideration of the mutual promises and covenants hereinafter provided and intending to be legally bound hereby, the District and Independent Contractor covenant promises and agree to the following terms and conditions:

ARTICLE 1. TERM

1.01 The term of agreement shall commence March 5, 2024 and shall continue until June 15, 2024 subject, however to any prior termination of the Agreement as provided below.

ARTICLE 2. SCORE OF WORK

2.01 The Independent Contractor shall provide Bilingual Speech/Language services to the District, which may include but are not limited to the following activities:

- 1) Evaluate student with current test protocols
- 2) Consult with District staff e.g. building psychologist, speech/language pathologist, teachers, administration.
- 3) Observe student in classroom as needed.
- 4) Conduct a record review of student's current files.
- 5) Participate in team meetings, parent meetings, IEP meetings as requested by District personnel.
- 6) Communicate results of evaluation to parents.
- 7) Provide District with written report of results of the evaluation.

2.02 The Independent Contractor shall maintain, at her own expense, all required certifications to provide professional certified school-based speech services to the District.

2.03 The Independent Contractor agrees that she shall provide the District the following valid clearances and certifications:

1. PA Child Abuse History Clearances (Act 151)
2. Federal Criminal History Records (Act 114)
3. Pennsylvania Background Checks (Act 34)
4. PA Sexual Abuse Misconduct/Disclosure Release (Act 168)

2.04 Independent Contractor warrants she has in place appropriate liability and malpractice insurance. Independent Contractor agrees to provide proof of such insurances to the District upon request.

ARTICLE 3. COMPENSATION AND INVOICE TERMS

3.01 As compensation for the services rendered under this Agreement, the Independent Contractor shall be entitled to payment of \$125.00 per hour.

3.02 Independent Contractor will invoice District on a weekly basis, up to twenty-five hours per week.

3.03 At the conclusion of the fiscal year, the District shall issue a Federal Tax Form 1099 to the Independent Contractor, reflecting the compensation paid for the preceding fiscal year.

ARTICLE 4. CONFIDENTIALITY

4.01 The Independent Contractor will follow privacy and confidentiality guidelines consistent with the American Speech-Language-Hearing Association (ASHA) Code of Ethics. The current version of this document can be found at www.asha.org/code-of-ethics.

4.02 Any District confidentiality of non-disclosure agreements of policies must be provided to Independent Contractor prior to the start of work.

ARTICLE 5. TERMINATION

5.01 This Agreement shall terminate on June 15, 2024 unless terminated by parties as follows.

5.02 Either the District or the Independent Contractor may terminate this Agreement with ten (10) days written notice to the other party of the intent of terminating the Agreement.

5.03 Any unbilled work will be invoiced upon notice of termination and is payable per the invoice terms.

ARTICLE 6. PERFORMANCE AND SATISFACTION

6.01 If during the course of work any deliverable is considered by the District to be unsatisfactory, the District will provide prompt written notice along with specific feedback for improvement of the deliverable.

6.02 Any additional time for re-word of a deliverable at the request of the District is billable unless an alternative is agreed to in writing.

ARTICLE 7. INDEMNIFICATION

7.01 The Independent Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the District, its officers, directors and employees (collectively, the District) against all damages,

liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Independent Contractor's negligent performance of professional services under this Agreement.

7.02 The District agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Independent Contractor, and any of her successors, against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the District's negligent acts in connection with the professional services under this Agreement and that of its contractors or anyone for whom the District is legally liable.

7.04 This Article shall survive the termination or expiration of this Agreement.

ARTICLE 8. GENERAL PROVISIONS

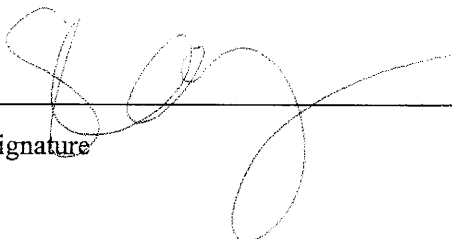
8.01 This Agreement supersedes any and all other Agreements, either oral or written, between the parties and with respect to the services provided by the Independent contractor to the District.

8.02 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

8.03 This Agreement may not be modified, altered, or changed except upon expressed, written consent of both parties wherein specific reference is made to this Agreement.

ACCEPTED AND AGREED:

Independent Contractor



Signature

Stephanie Ruiz

Print Name


Bilingual Speech Therapist

Title

3/5/24

Date

Derry Township Area School District



Signature

Lindsay K. Drew

Print Name

School Board President

Title

April 8, 2024

Date

March 7, 2024

Ms. Sheryl Pursel, CPA
Derry Township School District
30 East Granada Avenue
Hershey, PA 17033

Dear Sheryl:

We are pleased to confirm our acceptance and understanding of the services we are to provide for Derry Township School District ("the District") during the January 1, 2024 through December 31, 2024 time period. This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Bank Reconciliation

We will perform monthly bank reconciliation services. These services will be performed solely to reconcile the amount of cash on your books and records with the amount of cash shown on the bank statement for the accounts and funds you request and for the months you request.

This service is limited in scope and is neither designed nor intended to deter or discover fraud, embezzlements or any other irregularities.

When performing the 'standard bank reconciliation services' we do not:

- Look at individual checks,
- Examine signatures, payees or any other information on any individual check,
- Examine the signature cards on file with the bank or determine if the correct authorized individuals have signed the check,
- Determine whether payee information matches what is shown in your books,
- Perform any procedures to determine whether the checks are for appropriate expenses, or
- Supervise, audit or review the accounting work done by you or your employees.

Bookkeeping:

Provide support with various accounting and bookkeeping tasks as requested and to be determined in the future.



Other Relevant Information

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our monthly bank reconciliation procedures that fraud may have occurred. In addition, we will report to the appropriate level of management any evidence or information that comes to our attention during the performance of our monthly bank reconciliation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

Management is responsible for the design, implementation, and administration of appropriate data and privacy protection safeguards and policies that may be required under the laws and regulations applicable to its business.

Walz Group is not rendering any legal services as part of our engagement, and we will not be responsible for advising you with respect to the legal and regulatory aspects of your districts compliance with any data and privacy protection laws, including, but not limited to, the General Data Protection Regulation (GDPR) Act.

I am the engagement partner and am responsible for supervising the engagement.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentation to us.

Our Fees

We base our fees on time required at our regular rates for the type of services and personnel assigned plus any out-of-pocket costs. We also give consideration to the difficulty and size of the assignment, the degree of skill required, time limitations imposed on us, the experience and ability of the personnel assigned, the nature of the project, the level of cooperation by the client's staff, and the value of the services provided. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

In accordance with our firm policies, work may be suspended if your account becomes 90 days overdue and will not be resumed until your account is paid in full. You may request that we perform additional services not contemplated in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter. Fees for additional services will be billed out based on standard hourly rates.

If We Have a Dispute

Should you be dissatisfied with anything, we will do our best, within reason, to make it right. If you are still not satisfied and wish to make a claim against the services provided, you must do so within one year of the services being performed. Any damages are limited to the fees paid for the engagement.

If any dispute arises among us, we agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by both of us.

EVENT OF A DISPUTE OVER FEES CHARGED BY US, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

Record Retention Policy

It is our policy to keep records related to all engagements for seven years. However, we do not keep any original client records, so we will return those to you at the completion of the services rendered under the engagement letter. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. By your signature on the engagement letter, you acknowledge that upon the expiration of the seven-year period, we shall be free to destroy our records related to engagements performed.

Secure File-Sharing Portal

Certain information will be provided to you electronically, via a secure file-sharing portal. Any documents uploaded to the portal are done so with the expectation that you will download them and maintain them with your other records. The documents will be available on the portal for no more than one year from the date they are uploaded.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the general terms and conditions of our service and deemed to be accepted by you via your signature on the separately provided engagement letter. If you have any questions, please let us know. This letter is for your files.

Sincerely,

Walz Group

Email Communication

Walz Group disclaims and waives, and you release Walz Group from, any and all liability for the interception or unintentional disclosure of e-mail transmissions or for the unauthorized use or failed delivery of emails transmitted or received by Walz Group in connection with the services we are being engaged to perform under your engagement letter.

Other Relevant Information

To the extent permitted by law, in no event shall Walz Group be liable to you, the entity, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit or similar damages relating to Walz Group services provided under the engagement letter, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Walz Group relating to such services.

Management is responsible for the design, implementation, and administration of appropriate data and privacy protection safeguards and policies that may be required under the laws and regulations applicable to its business.

Walz Group is not rendering any legal services as part of our engagements, and we will not be responsible for advising you with respect to the legal and regulatory aspects of your company's compliance with any data and privacy protection laws, including, but not limited to, the General Data Protection Regulation (GDPR) Act.

Termination

Upon notice to the Company, Walz Group may terminate this agreement if Walz Group reasonably determines that it is unable to perform the services described in the agreement in accordance with applicable professional standards, laws, or regulations or for nonpayment of previously invoiced amounts. If we elect to terminate our services for any reason provided for in this agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. If the agreement is terminated, the Company agrees to compensate Walz Group for the services performed and expenses incurred through the effective date of termination.

If We Have a Dispute

Should you be dissatisfied with anything, we will do our best, within reason, to make it right. If you are still not satisfied and wish to make a claim against the services provided, you must do so within one year of the services being performed. Any damages are limited to the fees paid for the engagement.

If any dispute arises among us, we agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by both of us.

In the event we do not settle our dispute by mediation as set forth above, we both agree that any dispute over fees charged by us to you will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE

March 7, 2024

Ms. Sheryl Pursel, CPA
Derry Township School District
30 East Granada Avenue
Hershey, PA 17033

We are pleased to confirm our acceptance and understanding of the general terms and conditions set forth below in connection with the services provided for you. Terms specific to the recurring annual or more frequent work that Walz Group performs for you are indicated in the separate engagement letter.

Third Party Communication

We may from time to time, and depending on the circumstances, use certain third-party service providers in serving your account. We will discuss our use of third-party service providers with you and obtain your consent prior to release of any confidential information. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. If we engage third party service providers, we will remain responsible for the work provided by any such third-party service providers.

In performing our services, we may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Confidential data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security in accordance with our obligations under applicable laws and professional standards. We require all of our third-party vendors to do the same.

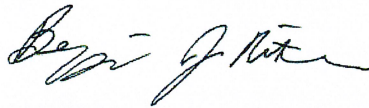
You acknowledge and accept the fact that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential information to third-party service providers during our engagements.



In the event we do not settle our dispute by mediation as set forth above, we both agree that any dispute over fees charged by us to you will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY US, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. The enclosed terms and conditions letter outlines further the general provisions of the engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return this letter to us. The enclosed copy is for your files.

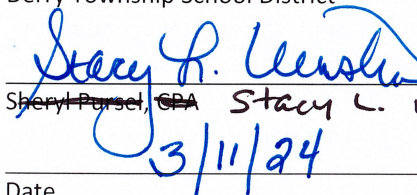
Sincerely,



Benjamin J. Ritenour, CPA

Acknowledged:

Derry Township School District


Sheryl Pursel, CPA Stacy L. Winslow, Ed.D.
3/11/24

Date

Schedule of Additional Work Requested:



STATEMENT OF WORK

FOR

DERRY TOWNSHIP SCHOOL DISTRICT

30C East Granada Ave
Hershey, PA 17033
(717) 534-2501 Phone

TO PROVIDE

INFRASTRUCTURE REFRESH - DELL

Dell PEPPM Contract #: 2023: 533902-053
TD Synnex Catalog PEPPM Contract #: 530205-001

PERFORMED BY:

Global Data Consultants, LLC

1144 Kennebec Drive
Chambersburg, PA 17201
(717) 262-2080 Phone
(717) 262-2082 Fax

Effective Date: 3/19/2024

SOW #: 20231203003

Statement of Work for Information Technology Services

I. SCOPE OF SERVICES

This section describes the Services that Global Data Consultants LLC (GDC) will provide under the terms of the GDC Information Technology Services Agreement (ITSA) and this Statement of Work (SOW).

Derry Township School District (Customer) has selected GDC to perform this professional services project for upgrades to Customer's computer infrastructure allowing their users to be more productive and providing room for growth.

Customer has identified goals to continue growth in its operations as well as ongoing requirements for new functional capabilities. The organization, among other goals, would like to:

- Upgrade Aging Infrastructure

The details of the Services to be provided are described in this section. These Services will be provided at the following site(s) (Location(s)):

**30C East Granada Ave
Hershey, PA 17033**

For the listed project, GDC will:

- Provide the skills and expertise to complete the tasks in a timely manner
- Ensure that the knowledge transfer requested by Customer takes place

Project Description

The following table describes the tasks GDC will perform to complete this project:

Summary	Description
Pre-Installation Meeting	GDC will conduct a pre-installation meeting with the Customer, the GDC project manager, and the assigned resource to review the project timeline and address any questions.
Equipment Setup	GDC will rack and cable the equipment in the location provided by the Customer.
VMware Upgrades	GDC will upgrade existing legacy hosts to support migration to new cluster.
VMware Server	GDC will install the latest supported version of VMware server on the new hosts in the primary Datacenter.
Storage Setup	GDC will configure the new storage array for use in a VMware environment.
Relocate Guests	GDC will relocate all Guests from the legacy cluster to the new cluster.
Post Installation Documentation	GDC will provide the Customer with documentation outlining the changes made to the Customer's environment during the project.
Project Completion	GDC will ensure all project deliverables have been completed prior to closing the project. Follow-up support will be provided through time and materials or managed services agreements.

II. PROJECT COMMUNICATION AND CHANGE MANAGEMENT

In an effort to standardize and streamline communications, GDC asks that, during the course of this project, Customer channels all technical concerns and communications to their GDC Technical Point-of-Contact (POC) which will be identified at the execution of this SOW. The GDC Technical POC will send a 'project-close' email to Customer confirming the completion of the project deliverables. After the project is completed, Customer should contact the GDC Helpdesk for all technical issues, requests, and concerns. All account or sales related communications should be routed to the Sales POC.

Over the course of this SOW, there may be additional requests or concerns that change the scope of this SOW. GDC asks that a Change Request Form be completed for any item that changes within the scope of services listed above. Please see Appendix A for a sample Change Request Form.

III. CHARGES

The total cost for this project will be **\$84,307.29**.

The total cost for hardware, software, shipping, and tax, as applicable, will be **\$76,582.29**. Hardware and software quotes are valid for seven days from the Effective Date after which they are subject to vendor price changes. This project requires prepayment of all hardware, software, licensing and applicable taxes. All hardware/software will be ordered within one business day after payment is received.

The total cost for professional services will be **\$7,725.00**. Professional services will be invoiced at the completion of the project. Payment is due as specified on the invoice.

 Initial for Lease Option: GDC has referral relationships with certain third-party equipment leasing companies. GDC will provide you with a point of contact at its preferred third party leasing company. Should you choose to proceed with the leasing company referred by GDC, the third-party leasing company will have sole discretion regarding the payment terms and lease conditions associated with any lease it offers. GDC does not have any control nor a vested interest in any third-party leasing company that receives a referral from GDC.

Agreed to: Derry Township School District	Agreed to: Global Data Consultants, LLC
<hr/>	<hr/>
Lindsay Drew	Alan Estes
Date	Date

This SOW is valid for 30 days from the Effective Date unless both parties mutually agree to extend the acceptance period.

Hardware/Software Summary of Cost

Description	Qty	Unit Price	Extended Total
210-BEQQ/3000173391069.2 Dell PowerEdge R660 (2) Intel Gold 6426Y 2.5Ghz 16C/32T (12) 32GB Ram (2) 480GB Boot (2) Dual 10Gbps BaseT iDrac Ent Dell ProSupport Mission Critical 24x7 4hour 5 Yr	2	\$14,999.69	\$29,999.38
210-ASKK/3000170290249.2 Dell EMC Unity 380 Hybrid (6) 1.6TB SSD (24) 1.8TB 10k 33TB usable/up to 53TB effective with Deduplication 10Gbps SFP & BaseT Dell ProSupport Mission Critical 24x7 4hour 5year	1	\$46,445.11	\$46,445.11
N262-010-BL Tripp Lite 10ft Augmented Cat6 Cat6a Shielded 10G Patch Cable Blue 10ft	8	\$11.25	\$90.00
N201-010-YW Tripp Lite by Eaton Cat6 Gigabit Snagless Molded Ethernet Cable Yellow 10 ft	2	\$4.38	\$8.76
N262-007-BL Tripp Lite 7ft Augmented Cat6 Cat6a Shielded 10G Patch Cable Blue 7ft	4	\$8.02	\$32.08
N201-007-YW Tripp Lite by Eaton Cat6 Gigabit Snagless Molded Ethernet Cable Yellow 7 ft	2	\$3.48	\$6.96

Parts:	\$76,582.29
Shipping:	\$0.00
Tax:	\$0.00

Hardware Subtotal: \$76,582.29

** Hardware and software quotes are valid for seven days from the Effective Date after which they are subject to vendor price changes. **



PROJECT CHANGE REQUEST FORM

Client: _____

Date: _____

SOW#: _____

Prepared by: _____

1. Requestor Information

Area of Change:

Scope []

Schedule []

Cost []

Hardware/Infrastructure []

NOTE: If additional hardware is required, a separate quote will be presented and referenced below.

Proposed Change Description and References:

2. Requirements for Proposed Change

Additional Requirements to this SOW:		Cost
Professional Services		
Totals		

3. Project Change Request Approval

 Client

 Date

 Date

The signatures above indicate an understanding of the purpose and content of this document by those signing it. By signing this document, they agree to this as the formal Project Change Request Form.



STATEMENT OF WORK

FOR

DERRY TOWNSHIP SCHOOL DISTRICT

30C East Granada Avenue
Hershey, PA 17033
(717) 534-2501 Phone

TO PROVIDE

INFORMATION TECHNOLOGY SERVICES

PERFORMED BY:

Global Data Consultants, LLC

1144 Kennebec Drive
Chambersburg, PA 17201
(717) 262-2080 Phone
(717) 262-2082 Fax

Effective Date: 2/1/2024

SOW #: 20240201005

I. SCOPE OF SERVICES

This section describes the Services that **Global Data Consultants, LLC (GDC)** will provide under the terms of the GDC Information Technology Services Agreement (ITSA) and this Statement of Work (SOW).

Derry Township School District (Customer) has selected GDC to perform professional services for ongoing support and enhancements to Customer's network and computer infrastructure. Services that will fall under this statement of work are:

1. Routing, switching and firewall expertise
2. Server operating system and associated application support
3. E-mail application services
4. Desktop/Laptop technical services
5. Server technical services
6. Training and knowledge transfer
7. Network cabling projects
8. Telephony Support

Normal Business Hours -- 8:00am to 5:00pm Monday through Friday, excluding GDC scheduled holidays.

After Hours/On-Call Service -- GDC will provide After Hours support for times not specified as Normal Business Hours. The fee for utilizing GDC's After Hours support is \$200 per hour. After Hours support will be billed in one half (1/2) hour increments with a minimum charge of one (1) hour to engage this service.

II. CHARGES

The current offering on blocks of time and their associated rate/costs are listed below. Please select your invoicing preference. Payment is due as specified in the invoice.

_____ *50 Hour Block - Prepaid Invoicing
 **Rate \$163/hr
 Total Cost - \$8,150

_____ Time and Material - Monthly Invoicing
 Support Rate \$165/hr

*Hours must be used within one (1) year from date of signing.

**To receive the discounted rate, payment is due by the due date stated on the invoice.

Block of Hour overages will be invoiced monthly, at the standard Time & Material rate.

Travel incurred for a Block of Hour customer will be logged one way and deducted from the block of hours balance.

Travel incurred for a Time & Material customer will be logged one way and invoiced on a monthly basis.

Agreed to:
Derry Township School District

Agreed to:
Global Data Consultants, LLC

_____	_____	_____	_____
<i>Phil Ayala</i>	<i>Date</i>	<i>Alan Estes</i>	<i>Date</i>

This SOW is valid for 30 days from the Effective Date unless both parties mutually agree to extend the acceptance period.

INFORMATION TECHNOLOGY SERVICES AGREEMENT

This Information Technology Services Agreement ("Agreement") is made this **1st day of February 2024** (the "Effective Date") between **Global Data Consultants, LLC**, a Pennsylvania Limited Liability Company, with a principal office at 1144 Kennebec Drive, Chambersburg, PA 17201 ("GDC"), and **Derry Township School District** with a principal office at 30C East Granada Avenue, Hershey, PA 17033 ("Customer"). GDC and Customer are also referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, GDC is in the business of providing a full range of information technology services and support functions; and

WHEREAS, Customer desires to engage GDC to assist with its information technology service and support needs.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the Parties have agreed and do agree as follows:

AGREEMENT

1. **Contracted Services:** This Agreement will apply to the delivery of information technology staff augmentation support services, information technology managed services, information technology time & materials services, information technology project services, and any other information technology related support and/or consulting services that Customer requests. (All the foregoing will hereafter be referred to as "Services"). The foregoing Services will be described in Statements of Work (SOW) that will, from time to time, be proposed and approved, in writing, by the Parties. Each approved SOW will be incorporated herein by reference. In the event that the scope of the Services are expanded, revised, or modified, for any SOW incorporated herein, the Parties will prepare and sign an amended or new SOW (or a Change Order) to address the terms for the new scope of Services, which likewise will be incorporated herein by reference. Absent the execution of a SOW, this Agreement does not, in and of itself, represent a commitment by Customer to receive any Services from GDC or pay GDC any fees.
2. **Term of Agreement:**
 - (a) This Agreement will commence on the Effective Date and will continue until terminated as provided herein ("Term"). Any Services addressed in a SOW will commence on the date provided in the SOW and GDC's obligation to perform Services addressed in a SOW will terminate as provided in the SOW.
 - (b) Either Party will have the option to terminate this Agreement, without cause, by providing ninety (90) days-notice, in writing, of its intent to terminate the Agreement without cause. In the event that a SOW provides for a different termination notice period, the SOW termination clause will control for that SOW only.
 - (c) In the event that there is a continuing need for any Services identified in a SOW, after the termination of this Agreement and Customer requests, in writing, to have GDC complete the Services, this Agreement will renew for the period of time that it takes for the completion of such Services.
 - (d) In the event of a material breach, this Agreement can be terminated for cause, as specified herein, provided the alleged breaching Party is afforded an opportunity to cure the alleged breach in the manner set forth in the Termination section of this Agreement, or a Permitted Delay (as defined herein) does not apply.
3. **Purchase and Sale of Products:**
 - (a) **Products.** The term "Products" will collectively mean any computer hardware products, any computer peripheral devices, any third-party licensed firmware, any third-party computer software programs, or any software licenses that Customer may, from time to time, request that GDC purchase on its behalf from third-party suppliers or GDC's resale partners. Firmware and software products are those that are incorporated, embedded, downloaded, uploaded, or otherwise provided by a third-party computer software manufacturer and made part of any computer hardware product supplied herein.

- (b) Purchase Orders. GDC will deliver to Customer those Products identified in a Products purchase order that is delivered by an authorized Customer representative to GDC during the Term ("Purchase Orders"). Each Purchase Order will specify: (1) The Product(s) that GDC will purchase on Customer's behalf, (2) the price GDC is charging Customer for each Product, (3) any optional fees or purchases that Customer may select (such as extended warranty costs, protection plans, replacement plans, or accelerated delivery fees), (4) the sales tax charge (if any), (5) any applicable shipping and/or delivery fees, (6) the anticipated delivery date, and (7) the delivery location. The Purchase Order will state the expiration date for any price quote specified in a Purchase Order. The quoted purchase price in a Purchase Order is subject to change if Customer authorization for the Purchase Order is delivered to GDC after the price quote expiration date. Any approved Purchase Order will be deemed attached hereto and incorporated herein by reference.

4. Fees and Payment Terms:

- (a) Service Fees. In exchange for the Services performed by GDC, Customer agrees to compensate GDC in accordance with the Services rates identified in the fee schedule set forth in a Services SOW. GDC will invoice Customer in accordance with the payment structure agreed upon in the SOW. The Services rates are exclusive of any federal, state, or local sales taxes, or any other taxes or government fees assessed on, or in connection with, any of the Services rendered herein. Customer will pay GDC's Services Fee invoices, in full, within thirty (30) days of its receipt.
- (b) Product Fees. GDC will issue an invoice for each approved Product Purchase Order. The Products invoice will itemize the Product sale price, any applicable sales tax for the Product, and any optional fees selected by Customer that are applicable to each Products Purchase Order. Customer will pay, in full, any undisputed GDC Products invoices, within thirty (30) days of its receipt of a correct Products invoice.
- (c) Expenses. Customer will reimburse GDC for expenses it incurs in connection with the performance of the Services. Expenses that may be charged by GDC include but are not limited to: airfare, mileage, cab fares, meals (or per diem), and parking. Such expenses will only be charged to Customer if the expense is reasonable and necessary, verified with receipts, and written approval for the expense was obtained from Customer in advance or approved by Customer within twenty (20) days of GDC incurring the expense.
- (d) Late Fees. A late charge of one and one-half percent (1½%) per month, or the legal maximum if less, will accrue on past due billings unless Customer notifies GDC of a billing dispute in writing prior to the payment due date. Customer will be responsible for any costs incurred by GDC in the collection of unpaid invoices including, but not limited to, collection and filing costs and reasonable attorney's fees of not less than fifteen percent (15%) of the outstanding balance due.

- 5. Change Orders or Out of Scope Services:** To the extent that Customer requires or requests additional Services or Services that exceed the scope of Services set forth in any SOW incorporated herein, GDC will charge an additional fee for such additional Services or out of scope Service(s). Any fees for such additional Services or out of scope Service(s) will be set forth on in an Amended SOW or a Change Authorization Order (CAO), which will provide a description of the additional or out of scope Service(s). Once an Amended SOW or CAO is signed by the Parties, it will be incorporated into the Agreement and have the same legal effect as a SOW.

- 6. Ownership of Materials Related to Services:** The Parties agree that any work product, copyrightable works, computer programs, source code, software, inventions, improvements, or any materials prepared and delivered by GDC to Customer in the course of providing the Services to Customer will be considered works made for hire as that term is defined in Section 101 of the Copyright Act (17 U.S.C. §101), and are the sole and exclusive property of Customer (the "Materials"). All rights, title, and interests in such Materials will be and are hereby assigned to Customer as its sole and exclusive property. Notwithstanding the foregoing, the Parties recognize that the performance of GDC hereunder will require the skills of GDC and, therefore, GDC will retain the right to use, without fee and for any purpose, such "know-how", ideas, techniques and/or concepts used or developed by GDC in the course of performing the Services.

7. **Relationship of the Parties:** The Parties enter into this Agreement as independent contractors and nothing within this Agreement will be construed to create a joint venture, partnership, agency, or other employment or joint employer relationship between the Parties. Neither Party has any duty or authority to assume or create any obligation or responsibility on behalf of or in the name of the other Party, or to bind the other Party in any way. All GDC employees who are assigned to perform Services on behalf of Customer, regardless of the location where the Services are being performed, are employees of GDC only and will not be considered an agent or employee of Customer for any purpose. In order to ensure that GDC will retain its status as an Independent Contractor, the following will be in effect for this Agreement:
- (a) While the Customer will define its Service objectives, and desired Service results, and will have input on the Service schedules and timetables that GDC will employ, GDC will have sole discretion to select the Service methods and personnel it will use to deliver the Services to the Customer.
 - (b) While Customer may specify the skills and qualifications it desires for GDC employees who may perform Services on its behalf, GDC is solely responsible for managing all GDC employees and managing and administering all human resources functions for GDC employees that are assigned to perform Services for Customer including, but not limited to: recruiting, hiring, leave requests, background checks, drug or alcohol tests, work assignments, work schedule, promotions, training, compensation, employee benefit plans, performance reviews, discipline, and/or termination.
 - (c) GDC is solely responsible for compliance with all federal, state, and local employment laws and regulations applicable to GDC employees, including but not limited to: family medical leave laws, overtime laws, minimum wage laws, paid and unpaid leave benefits, unemployment compensation, workers compensation, employment record keeping (including maintaining employee personnel folders), and immigration laws (each GDC employee has a valid Form I-9 on file and their eligibility to work in the United States is confirmed by E-verify).
 - (d) GDC will be solely responsible for the payment of all compensation owed to GDC employees assigned to perform Services on a Customer account, including but not limited to, all salary, wages, sales commissions, expense reimbursements, overtime pay, and/or bonus compensation.
 - (e) GDC will be solely responsible for acquiring, negotiating, and administering its GDC employee health insurance benefit program, and warrants that its employee health insurance benefits are compliant with the Patient Protection and Affordable Care Act.
 - (f) GDC will be solely responsible for making and managing any GDC employee payroll deductions that are or may be necessary for all taxes and withholdings required by law, including: applicable federal, state and local income taxes, FICA withholdings, and any voluntary payroll deductions required for employee contributions to GDC employee benefit plans.
 - (g) In no event will any GDC employee be eligible for or be entitled to participate in any employee benefits programs offered by Customer to its regular employees.

8. **Confidential Information and Disclosure:**

- (a) Each Party understands and acknowledges that a Party may, from time to time, disclose Confidential Information (as that term is defined herein) to the other Party. For the purposes of this Agreement, a Party is a "Submitter" of Confidential Information if it discloses, provides copies of, gives access to, or otherwise makes Confidential Information available to the other Party, or its employees, contractors, or agents, in writing, orally, electronically, or by inspection. A Party is a "Recipient" of Confidential Information if it receives, takes possession of, or is otherwise given access to a Party's Confidential Information, whether or not that receipt is from an employee, agent, contractor, or vendor of a Party or GDC's customer, and whether or not that information is received in writing, orally, electronically, or by inspection.

- (b) Confidential Information. For the purposes of this Agreement, "Confidential Information" will include, but is not limited to, any nonpublic and proprietary information relating to a Party's: marketing strategy, contracts (including but not limited to this Agreement and any SOW presented hereunder), pricing information (including but not limited to information about service and product rates, and profit margins), accounting and financial information, future business plans, business forecasts, customer lists, supplier and vendor lists, employee compensation information, HIPAA protected data, information contained in employee personnel folders (including discipline and adverse action matters), service concepts, service methodology, source codes, object codes, inventions, intellectual property, and business operations data that a reasonable business person would view as confidential. Confidential Information also includes a Party's "Trade Secrets," if the information is marked as a "Trade Secret" by a Party, or if the information meets the definition of a "Trade Secret" under any applicable State or Federal statutes.
- (c) Representations and Warranties. Each Party represents and warrants that it will (i) take reasonable measures to protect Confidential Information and prevent Confidential Information from falling into the public domain; (ii) not voluntarily disclose Confidential Information to any third-party without the prior written consent of Submitter; (iii) take reasonable measures to prevent any unauthorized disclosure of Confidential Information to third-parties by its employees, agents, and representatives; and (iv) will limit access to Confidential Information to its officers, employees, agents, and representatives who have a need to know such Confidential Information. Furthermore, the Parties warrant that neither Party will reverse engineer, disassemble, or decompile any products, prototypes, or software disclosed hereunder nor will a Party use Confidential Information to undermine a Party's business interest, harm a Party's reputation, or gain a competitive advantage on the other Party.
- (d) Excepted Information. The following will not be considered Confidential Information for purposes of this Agreement: (i) information which is or becomes public or available to the general public through no fault or act of the Recipient; (ii) information which was independently developed by Recipient without the use of or reliance on Submitter's Confidential Information; (iii) information which was provided to Recipient by a third-party under no duty of confidentiality to Submitter; or (iv) information which Recipient is required to disclose by virtue of a law or court order, with no further obligation of confidentiality, provided that Recipient gives Submitter reasonable notice thereof and gives Submitter a reasonable opportunity to oppose and/or attempt to limit such production, unless the law or court order prohibits giving such notice.
- (e) Confidential Information Ownership Rights Retained. Each Party will retain all right, title, and interest to its Confidential Information. No license to any existing or future intellectual property right is either granted or implied to either Party by the disclosure of Confidential Information. Nothing in this Agreement will obligate the other Party to disclose information to the other Party nor will anything in this Agreement obligate either Party to enter into a business relationship or to consummate a transaction with the other Party.
- (f) Trade Secrets. Some or all Confidential Information may also qualify as a "trade secret" as that term is defined under applicable State or Federal law. For any Confidential Information that qualifies as a "trade secret," the temporal limits described in this Agreement will not apply and those trade secrets will remain protected and will not be disclosed by Recipient for such time as the Confidential Information qualifies as a "trade secret" under applicable law. Notwithstanding anything in this Agreement to the contrary, pursuant to the Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is (i) made in confidence to a federal, state or local government official, either directly or indirectly, or to any attorney, if disclosed solely for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
- (g) Return of Confidential Information. The Parties agree that, in the event that this Agreement is terminated, regardless of the reason for termination, or upon the written request of either Party, they will deliver to each other any and all Confidential Information developed, obtained, or held by the other Party during the course of their association with each other. In the alternative, Submitter may accept from Recipient, a sworn affidavit certifying that all Confidential Information in its possession has been either returned or destroyed.

- (h) **Remedies.** The Parties agree that the unauthorized disclosure of Confidential Information by either Party, will give rise to irreparable injury to the owner of the Confidential Information, that is inadequately compensable by monetary damages alone. Accordingly, the Parties agree that the nondisclosing Party may seek and obtain injunctive relief against the disclosing Party for breach or threatened breach of the foregoing promises and obligations, in addition to any other legal remedies that may be available.
- (i) **Post Termination.** The rights and obligations set forth in this Section shall continue to apply to trade secrets for as long as the Confidential Information at issue remains qualified as a trade secret. In all other cases, the obligations of confidentiality and non-disclosure set forth in this Agreement shall continue as long as this Agreement is in effect and for three (3) years after this Agreement is terminated.

9. Nonsolicitation of Employees:

- (a) For purposes of subsections (a) and (b) of this paragraph 9, the term “GDC Employee” is defined as a GDC affiliated person who is identified to Customer as a GDC Employee that is providing or has provided Services to Customer in one or more of the following Service roles: staffing sales, Services sales, staff augmentation, managed services, time and materials, consulting, or projects. Customer will not, either directly or indirectly (except through GDC) solicit, recruit, hire, make an employment offer, or enter into an independent contractor agreement with any GDC Employee during the term of this Agreement and for one (1) year following termination thereof (hereafter the “Nonsolicitation Term”). If Customer desires to directly hire or enter into an independent contractor agreement with any GDC Employee during the Nonsolicitation Term, Customer must first seek GDC’s consent to directly hire or contract with the GDC Employee and to speak with the GDC Employee about the employment or contracting opportunity. If GDC grants Customer the option to directly hire or contract with a GDC Employee, and the GDC Employee accepts Customer’s offer, the Parties will discuss and mutually agree upon issues related to the GDC Employee’s transition terms and start date with Customer. Provided the Parties agree to the GDC Employee’s transition terms and start date, Customer will pay GDC a placement fee equal to 25% of the GDC Employee’s initial offered annual salary or annual contract rate, prior to the GDC Employee transitioning to Customer as an employee or contractor. Customer will not directly hire more than two GDC Employees during the Nonsolicitation Term.
- (b) For the purposes of this term, a bona fide internal job listing, classified advertisement, or a similar job position announcement in an established job search publication will not be construed as an unauthorized solicitation, and it will not be considered to be a breach of this term if a GDC employee responds thereto. However, if Customer wishes to conduct a job interview with a GDC Employee who submits an application or resume in response to the bona fide job listing, then Customer must give advance notice of such to GDC and provide GDC with an opportunity to speak with the GDC employee prior to the interview. If Customer fails or declines to provide GDC with such advance notice and opportunity to speak with the GDC Employee, and makes an employment offer to the GDC Employee, then Customer will pay GDC a placement fee of no less than 25% of the offered annual salary prior to the GDC Employee commencing work as an employee of Customer.

10. Customer Responsibilities: In addition to any obligations and responsibilities described in the SOW or elsewhere in this Agreement, Customer will have shared responsibility with GDC regarding the following:

- (a) Ensure that the necessary business and application knowledge is available and conveyed from the Customer’s existing support team to GDC’s support team.
- (b) Provide ready access to all appropriate computing platforms, documentation (e.g., program source, copybooks, tables, subroutines) and personnel (i.e., end users and technical representatives) necessary to fully understand the current business systems and environments throughout the life of the engagement. If necessary, access will also be provided to the Customer’s source libraries, test systems, and test data.
- (c) Provide a suitable work area that will be available to GDC employees who perform Services at the Customer site. The work area provided by the Customer must allow for access to the Internet and, if it is necessary for the Services being provided, access to the Customer internal network.
- (d) Provide external communications capability to enable GDC to access the Customer’s information technology system for after hours or weekend Services as required.

- (e) Customer will assign an employee or representative to be present at the work facility for any after hours or weekend Services provided by GDC. In the event that Customer declines or fails to assign an employee or representative to be present during such hours, Customer waives any and all claims for any property damage or loss that occurs during such time that GDC's employee(s) is on the Customer's work facility.
- (f) Provide passwords to GDC employees as needed.

11. Warranty for Information Technology Infrastructure Services:

- (a) GDC represents and warrants that: (i) it has the necessary hardware and software (unless Customer directs GDC to perform Services with Customer owned hardware or software), and that it has the skills, knowledge, training, and/or experience, to perform the information technology infrastructure Services (hereafter the "Infrastructure Services") described in each Infrastructure Services SOW, and (ii) that all Infrastructure Services performed pursuant to this Agreement will be performed in a professional workmanlike manner that is consistent with the general standards and practices of the information technology industry in existence at the time the Infrastructure Services are being performed. Any additional or different warranty offered by GDC to Customer for GDC's Infrastructure Services will be set forth in the SOW applicable to the specific Infrastructure Services addressed in such SOW.
- (b) CUSTOMER ACKNOWLEDGES AND AGREES THAT: (i) GDC DOES NOT OWN OR SERVICE THE WIRED OR WIRELESS DATA LINES OR DATA TRANSMISSION EQUIPMENT TRANSMITTING DATA TO THE CUSTOMER SITE; (ii) GDC IS NEITHER THE MANUFACTURER NOR THE SOFTWARE DEVELOPER OF THE ANTI-VIRUS SOFTWARE PROTECTING CUSTOMER'S NETWORK AND DATA; (iii) NO DATA TRANSMITTED OVER, UPLOADED TO, OR DOWNLOADED FROM THE INTERNET CAN BE GUARANTEED TO BE SECURE; AND (iv) GDC IS NOT THE SOLE PARTY THAT HAS ACCESS TO CUSTOMER'S DATA, SERVERS, OR INFORMATION TECHNOLOGY INFRASTRUCTURE. AS SUCH, GDC CAN ONLY WARRANT THAT IT WILL USE AND/OR RECOMMEND ACCEPTED INDUSTRY BEST PRACTICES, AT THE TIME THE INFRASTRUCTURE SERVICES ARE PERFORMED, TO KEEP CUSTOMER'S DATA AND INFORMATION TECHNOLOGY INFRASTRUCTURE SECURE, FUNCTIONING, AND AVAILABLE. FURTHERMORE, GDC OFFERS NO GUARANTEES OR WARRANTIES AS TO: (v) COMPUTER SYSTEM AVAILABILITY, (vi) COMPUTER SYSTEM ACCESS, (vii) COMPUTER SYSTEM SECURITY, OR COMPUTER SYSTEM FUNCTIONALITY DURING ANY PHASE OF THE SERVICES. FINALLY, GDC MAKES NO GUARANTEES OR WARRANTIES REGARDING GDC'S ABILITY TO: (viii) RESOLVE OR REPAIR VIRUS, RANSOMWARE, OR MALWARE ISSUES; (ix) TO RECOVER DATA THAT IS LOST, CORRUPTED, OR STOLEN; OR (x) TO PREVENT UNAUTHORIZED USE OR ACCESS.
- (c) AS TO GDC'S INFRASTRUCTURE SERVICES, THE FOREGOING EXPRESS LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, ORAL OR WRITTEN, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT APPLICABLE.

12. Application Development Warranty for Software Services:

- (a) This warranty applies to any software application development Services GDC performs on Customer owned proprietary software or software that is owned by a third-party and licensed to Customer (hereafter the "App Dev Services"). For purposes of this Warranty, the phrase "Customer owned proprietary software" means Customer owns and controls all intellectual property rights for the software, which includes but is not limited to ownership over all source code and end-user licensing rights for the software. Third-party software is software that was created and developed by a third-party, which owns the intellectual property rights over the software's source code and sells licensed versions of the software to end-users on the commercial market.

- (b) GDC warrants that it has the necessary knowledge, skills, and abilities to perform any App Dev Services that are requested by Customer, and GDC agrees to perform. GDC further warrants that: (i) the App Dev Services performed by GDC will conform to the specifications and requirements set forth in an App Dev Services SOW (the aforesaid software specifications and requirements will be developed in conjunction with and approved by the Customer); (ii) all App Dev Services will be performed and completed by GDC in a professional and workmanlike manner consistent with industry standards at the time the App Dev Services are performed; and (iii) after the testing and inspection phase of the App Dev Services are complete (see below), the Customer's software will be free from known software performance bugs and any known material defects in workmanship, design, and functionality.
- (c) Prior to final delivery and acceptance of the Customer's software by Customer, GDC will advise Customer that the software is ready for inspection, testing, and acceptance, and GDC will initiate the software inspection and testing plan set forth in the App Dev Services SOW (the aforesaid software inspection and testing plan will be developed in conjunction with and approved by the Customer). Once Customer's software satisfactorily completes and passes the inspection and testing plan approved by Parties, GDC's App Dev Services will be deemed to be complete and accepted by Customer. Thereafter, GDC's sole post acceptance software services warranty is a promise to repair defects that were not revealed through the approved software inspection and testing plan. GDC will perform any post acceptance software repairs, modifications, bug fixes, and upgrades to the Customer's software in accordance with a subsequent App Dev Services SOW, which will include a fee schedule and project specifications. The foregoing warranties will survive acceptance of and payment for any App Dev Services performed by GDC.
- (d) AS TO THE APP DEV SERVICES, THE FOREGOING EXPRESS LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, ORAL OR WRITTEN, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT APPLICABLE.

13. Third Party Product Warranty:

- (a) If GDC purchases, on behalf of Customer, any products manufactured, supplied, and/or sold by a third-party ("Products"), GDC will assign, and Customer agrees to accept, as its sole and exclusive warranty for the Products, any third-party warranties and representations issued by the manufacturers, suppliers, and/or sellers of any such Products (hereafter "Third-Party Warranty"). The assignment of the Third-Party Warranty, for any Products purchased by or on behalf of Customer, will be effective upon the delivery and acceptance of the Products to and by Customer. If requested by Customer, GDC will assist Customer with completing any warranty paperwork or warranty documentation that may be associated with any such Third-Party Warranty. Should any part of the Products subject to a Third-Party Warranty prove to be defective in material, workmanship, design, permitted use, copyright, or in any other way, Customer's exclusive warranty rights and remedies for such Product defects are as provided in the Third-Party Warranty. While GDC is willing, upon the request of Customer, to use commercially reasonable efforts to obtain third-party warranty support on Customer's behalf, for any Product warranty claims or Product service issues. GDC is not responsible for any failure by the Products manufacturer, seller, or supplier to honor its Third-Party Warranty for any reason whatsoever.
- (b) GDC DISCLAIMS ALL OTHER PRODUCT WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCT PURCHASED BY OR BEHALF OF CUSTOMER HEREUNDER, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

14. **Limitation of Liability:** Neither Party will be liable to the other Party for any punitive damages or for any special, incidental, or consequential damages of any kind. For purposes of this Agreement, special, incidental, or consequential damages will include, but are not be limited to: loss of anticipated revenues, loss of income, loss of profits; loss of or damage to business reputation or good will; loss of customers; loss of business or financial opportunity; interruption of business damages; loss of data; ransomware attacks; losses related to viruses or corruption of data, or any other indirect or special damages of any kind categorized as consequential or incidental damages under applicable statutes or caselaw, whether foreseeable or unforeseeable. GDC's liability for other forms of damages, such as direct or actual damages, will in no event exceed the amount of fees paid by Customer to GDC as of the date the alleged damages were incurred. Notwithstanding the foregoing, nothing contained in this Agreement will relieve a Party from any liability for claims based on a Party's intentional criminal acts, fraudulent acts, or gross negligence. Moreover, the foregoing limitation of liability is not intended to affect the GDC Employee hiring fee described in the Nonsolicitation of Employees section of this Agreement.
15. **Indemnification:** Each Party will indemnify, defend, and hold harmless the other Party, its employees, officers, principals (owners, partners, or investors), and agents, from and against any liability, judgements, claims, losses, damages, or expenses (including reasonable attorney fees) relating to any third-party claims, lawsuits, or proceedings for personal injury, death of any person (s), or damage to any real property and/or tangible personal property, that is caused by the negligence, criminal acts, or gross negligence of the indemnifying Party. To the extent that a claim arises from the concurrent conduct of Customer and GDC, it is agreed that liability will be limited by the terms and provisions of the herein Limitation of Liability clause and that, with respect to any remaining obligations to pay any third-party claims, losses, damages or expenses that are not limited by the terms and provisions of the Limitation of Liability clause herein, each Party's obligations of indemnity under this paragraph will be effective only to the extent of each Party's pro rata share of liability. To receive the foregoing indemnities, the Party seeking indemnification must promptly notify the other in writing of a claim or suit and provide reasonable cooperation (at the indemnifying Party's expense) and full authority to defend or settle the claim or suit. The indemnifying Party will have no obligation to indemnify the indemnified Party under any settlement made without the indemnifying Party's written consent.
16. **Insurance:** GDC will maintain in full force and effect the following minimum insurance coverages:
- (a) Commercial General Liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate.
 - (b) Errors & Omissions Liability, including Cyber Liability insurance, in the amount of Five Million Dollars (\$5,000,000.00) each wrongful act and a Five Million Dollars (\$5,000,000.00) aggregate.
 - (c) A Professional Services Bond in the amount of Five Hundred Thousand Dollars (\$500,000.00) to cover instances of employee theft of customer property.
 - (d) An Auto Liability policy in the amount of One Million Dollars (\$1,000,000.00) combined single limit.
 - (e) An Umbrella policy with a Six Million Dollar (\$6,000,000.00) limit to cover claims that exceed the general liability, auto liability, and Employer's Liability coverage thresholds.
 - (f) Statutory Workers' Compensation in accordance with applicable law. Employer's Liability Insurance coverage limit is to be a minimum of One Million Dollars (\$1,000,000.00).
17. **Equal Opportunity Employer:** GDC warrants that it is an Equal Opportunity Employer that does not and will not discriminate in recruitment, hiring, transfer, promotion, compensation, development, assignment, and termination of its employees or subcontractors on the basis of race, color, sex, age, marital status, national origin, disability, religious beliefs, veteran's status, sexual orientation, gender identity or any other protected category required by applicable Federal, State and local laws. Customer likewise represents that it does not and will not discriminate in the referral or acceptance of GDC employees or subcontractors hereunder on the basis of race, color, sex, age, marital status, national origin, disability, religious beliefs, veteran's status, sexual orientation, gender identity or any other protected category required by applicable federal, state and local laws.

18. Termination:

- (a) Termination for Cause. If either Party believes that the other Party has materially breached its obligations or promises under this Agreement, or any SOW, (including any Change Orders and Amendments hereto), then that Party must provide written notice of such alleged material breach to the other Party's management representative describing the alleged material breach in reasonable detail. With respect to such material breaches, if the breaching Party does not, within thirty (30) calendar days after receiving such written notice, cure the material breach, then the non-breaching Party may immediately terminate this Agreement, in whole or in part, for cause. If the alleged material breach relates to a failure to pay any sum due and owing under this Agreement, the non-breaching Party must serve the breaching Party with a notice to cure its non-payment. The breaching Party will have ten (10) business days after receiving the non-payment notice to cure the breach. If the breaching Party fails to cure the non-payment breach within ten (10) business days after receipt, then the non-breaching Party may immediately terminate this Agreement, in whole or in part, for cause.
- (b) Post Termination Obligations. If either Party terminates this Agreement, regardless of the reason, GDC will cease all Services as of the effective date of the written notice of termination, unless Customer requests a continuation of the Agreement, in writing, to allow GDC to complete Services that are in progress or have yet to be completed. Upon termination of this Agreement by either Party, Customer will pay GDC for all Services performed and any charges and expenses reasonably incurred by GDC in connection with the Services provided under this Agreement through the termination effective date (and for any Services Customer requests post termination). In the event that a Managed Services Customer delivers GDC a notice of termination prior to the expiration date of the Managed Services Term, and directs GDC not to perform the Managed Services through the notice period, Customer agrees to pay GDC an amount equal to the amount normally due to GDC for the Managed Services through the notice period. Upon termination of the Agreement, Sections 3, 5, 6, 7, 8, 10, 11, 12, and 13 of this Agreement will survive termination and will continue in full force and effect.
- (c) Permitted Delays. GDC will be excused from performing Services for any period of time that it is prevented from performing Services, in whole or in part, for reasons that are beyond its reasonable control ("Permitted Delays"). For any Permitted Delay, GDC's nonperformance will not be a default hereunder nor will it be grounds for terminating this Agreement or a SOW. Instead, GDC's time of performance will be enlarged to coincide with the Permitted Delay. Examples of Permitted Delays include but are not limited to: (i) an inability to perform Services due to failures or fluctuations in electric, power, heat, light, air conditioning, data lines, or telecommunication equipment; (ii) any circumstance enumerated in the Force Majeure clause of this Agreement; (iii) Customer delays providing GDC with information that GDC requires to perform the Services, including but not limited to: infrastructure diagrams, system designs, source codes, object codes, user manuals, instructions, or approvals; (iv) a stop work order is delivered to GDC by the Customer or is issued by a government agency; or (v) Customer fails or refuses to provide GDC access to critical employees, equipment, hardware, software, or its premises and the same is necessary for GDC's performance hereunder. GDC will notify Customer of the estimated impact of the Permitted Delay on its work schedule, if any.

19. Miscellaneous Clauses:

- (a) Non-Restrictive Relationship. GDC may provide the same or similar services to other customers and Customer may contract with other information technology service providers that are competitive with GDC.
- (b) Waiver or Breach. The rights and remedies provided to each of the Parties herein are cumulative and are in addition to any other rights and remedies provided by law or otherwise. Any failure by either Party to exercise its right to terminate this Agreement or to enforce any provision of this Agreement will not prejudice such Party's rights of termination or enforcement for any future default or breach nor will it be deemed a waiver or forfeiture of those rights.
- (c) Force Majeure. Neither Party will be liable to the other for failure to perform its obligations if and to the extent that such failure to perform results from causes that are beyond its control, including but not limited to: strikes, lockouts, industrial disturbances; civil disturbances; pandemics; fires; acts of God; acts of war; acts of terrorism, embargoes; natural disasters; or compliance with any regulations, orders, or requirements of any governmental body or agency that are enacted after the Effective Date; or the inability to procure or obtain delivery of essential products, services, or materials.

- (d) Severability. Whenever possible, each provision of this Agreement will be interpreted so as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, but this Agreement will be reformed, construed, and/or enforced as if such invalid, illegal or unenforceable provision was never in the Agreement.
- (e) Captions. The section headings in this Agreement are intended solely for convenience of reference and will be given no effect in the construction or interpretation of this Agreement.
- (f) Drafting. The Parties hereto acknowledge that each Party has participated fully in the negotiation, drafting, and preparation of this Agreement and that each Party has had the opportunity to obtain the full benefit of counsel prior to executing the Agreement. Accordingly, the Agreement shall not be construed more strictly against either Party as the drafter thereof, and no presumption of interpretation shall inure to benefit of either Party.
- (g) Entire Agreement. This Agreement and any SOW(s) and/or CAO(s) incorporated herein constitute the entire agreement between the Parties and supersede any prior communications, representations, or agreements between the Parties, whether oral or written, regarding the subject matters of any terms contained in this Agreement. This Agreement may be signed in counterparts.
- (h) Notices. Any notice, demand, or other communication required or permitted to be given under this Agreement will be sufficient if in writing and if delivered personally, by email (receipt confirmed), sent by commercial courier service (receipt confirmed), or by United States mail (return receipt requested) to the following:

If to GDC:

Global Data Consultants, LLC
 Attention: Thomas J. Trgovac
 1144 Kennebec Drive
 Chambersburg, PA 17201
 Email: tomtrgovac@gdcit.com

If to Customer:

Derry Township School District
 Attention: Phil Ayala
 30C East Granada Avenue
 Hershey, PA 17033
 Email: payala@hershey.k12.pa.us

- (i) Amendments. This Agreement may be amended or modified only by written agreement of the Parties. Any SOW approved by the Parties will not amend the terms of this Agreement and will only (i) be a statement of the work to be performed; (ii) set forth any deadlines or schedules; (iii) state the rate and fees to be charged for the Services and any additional fees or expenses that will be charged, if any, for any out of scope Services, and (iv) state any special terms that may apply or be necessary for the specific Services being performed.
- (j) Applicable Law. This Agreement and any SOWs incorporated herein are to be governed by the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of laws. Any legal action to interpret or enforce the terms of this Agreement, or any SOWs incorporated herein, shall be brought only in State or Federal courts located in the Commonwealth of Pennsylvania with both personal and subject matter jurisdiction over the Parties and the legal action.
- (k) Specific Performance. The Parties hereto agree and acknowledge that money damages may not be an adequate remedy for a breach of certain provisions of this Agreement, and that any Party may, in its sole discretion, apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement.
- (l) Successors and Assigns. This Agreement is binding upon the Parties hereto, their successors in interest, and their affiliates. This Agreement may not be assigned to an unaffiliated third-party, in whole or in part, without the prior written consent of the Parties hereto, which consent will not be unreasonably withheld or delayed. If a consent to assignment is granted by a Party to a permitted assignee, the permitted assignee agrees that it will be bound by the terms and conditions of this Agreement.
- (m) Authority of Person Signing Agreement. By signing this Agreement on behalf of GDC and/or Customer, and/or any SOW incorporated herein, the person signing declares that he/she has actual authority, and it will be deemed to be confirmation that he/she has actual authority, to bind GDC and/or Customer to all the terms and conditions set forth in the Agreement and/or any SOW.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Global Data Consultants, LLC

Attest/Witness

Dan Logan, CEO

Date

Thomas J. Trgovac, Executive VP

Date

Derry Township School District

Attest/Witness

Phil Ayala

Date

Date

Capital Area Intermediate Unit

**General Operating Budget
for the 2024-25 Fiscal Year**

**Capital Area Intermediate Unit
General Operating Budget
For the 2024-25 Fiscal Year**

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Budget Review and Approval Schedule

January 4, 2024	SAC Finance
January 10, 2024	SAC Presentation
January 16, 2024	Board Finance
January 25, 2024	Proposed Preliminary Budget presented to CAIU Board of Directors as a first reading.
February 22, 2024	Final Budget presented to CAIU Board of Directors for approval.
February 23, 2024	Budget material distributed to each school district for delivery to district School Board members.
February - April 2024	Budget placed on school board meeting agendas for each school district and acted upon by school boards. Board vote reported back to CAIU by yay, nay, abstain, or absent.
By May 1, 2024	Final budget and summary of school district voting results submitted by CAIU to the Pennsylvania Department of Education.
May 2024	Pennsylvania Department of Education accepts final budget.

Executive Summary

Introduction

Unlike school districts that receive public funding primarily through property taxes and funding from the Commonwealth of Pennsylvania, the CAIU does not receive unrestricted state support. This source of funding was eliminated from the State budget in 2011-12. The CAIU therefore operates following a business model and provides a variety of services primarily to school districts and the Pennsylvania Department of Education (PDE).

The CAIU is continuing to experience a shift in its business model to operations based on fee for service and entrepreneurial activities. While certain traditional business segments of the CAIU have leveled off or declined, the CAIU is developing and exploring opportunities for services in the region and statewide.

Overall Budget

The General Operating budget for 2024-25 is \$8,014,708. This represents an increase of \$570,729 or 7.67% from the approved budget for 2023-24.

Budget Changes and Assumptions

Salary Increases

Salaries are analyzed on a yearly basis to ensure that staff are paid appropriately for the work they perform and the time they have spent in their roles. The budget for 2024-25 includes a 3.25% salary increase for administrative support employees but certain positions are budgeted at a higher rate to ensure they are fairly compensated. This increase is for budget purposes only. Raises for administrative staff are based on our salary schedule and salary study. Raises for Act 93 are based on their independent salary survey. Total salary increases for the General Operating budget are approximately \$204,000. All positions on the general operating budget are staffed. This is the first time in many years where the CAIU is starting the year on this budget, fully staffed.

Benefit Increases

The CAIU is a member of the South Central Trust and shares risk with other members of the trust. We have budgeted our health care costs to increase by 10.0% for the 2024-25 year. This equates to a \$58,000 increase to the insurance costs of the budget. During the 2017-18 year the CAIU implemented a Qualified High Deductible Health Plan (QHDHP).

The PSERS Board of Trustees certified an employer contribution rate of 33.90% for fiscal year 2024-25, a decrease from the previous year.

Employee benefits make up approximately 26% of the budget.

School District Contribution to CAIU Operating Budget

Based on the Pennsylvania School Code, the 24 school districts of the CAIU contribute towards the General Operating budget based on a formula of Market Value Aid Ratio (MV AR) and Weighted Average Daily Membership (WADM). **The budget of \$902,460 for 2024-25 does not include an increase.** This represents 11.26% of the total revenue budget. For the 2023-24 budget this was 12.18%.

Indirect Cost Rate

The CAIU charges an indirect cost rate or administrative fee to programs, projects, and grants that it administers. The revenue generated is used to offset a portion of the costs related to the budgets for Instructional Materials, Curriculum, Administration, Business and Operations, Communications, Human Resources, Technology, and Debt Service. Certain projects have restrictions on allowances for indirect cost ranging from 0% up to 7.5%. Indirect costs allowed for federal and state projects vary and are typically based on a formula derived from the state referred to as the restricted indirect cost rate.

The indirect cost rate being charged to entrepreneurial programs (including the special education program) is being held at 7.5% in the 2024-25 year. The indirect rate for enterprise funds was as high as 9.5% in 2013-14.

Staffing and Operational Changes

The 2024-25 General Operating Budget has no new staffing included.

The budget includes 40.40 full time equivalents. The general operating budget funded 53.00 staff members during the 2003-04 year. On a year to year basis, job duties and responsibilities change resulting in fluctuations of the full time equivalents. The difference between staff members and FTEs represents staff members that spend time working in multiple projects.

Fund Balance Analysis

As of June 30, 2023, the CAIU has a general fund balance of \$7,617,683. The unassigned portion of this fund balance is \$3,970,805. In addition to the \$3,350,000 of assigned fund balance, \$296,878 is non spendable for inventory and prepaid expenses. The budget for 2024-25 does not include a transfer from the Fund Balance, the fund balance activity for 2018-19 through 2022-23 is as follows:

<u>Actual Audited Activity</u>	
Fund Balance 6-30-18	\$6,010,411
2018-19 FY Net Activity	454,242
Fund Balance 6-30-19	\$6,464,653
2019-20 FY Net Activity	231,156
Fund Balance 6-30-20	\$6,695,809
2020-21 FY Net Activity	1,148,246
Fund Balance 6-30-21	\$7,844,055
2021-22 FY Net Activity	31,024
Fund Balance 6-30-22	\$7,875,079
2022-23 FY Net Activity	(257,396)
Fund Balance 6-30-23	\$7,617,683

The CAIU's board policy states that an unassigned fund balance ranging from 4% to 10% of General Fund Expenditures should be maintained for unforeseen financial circumstances and cash flow purposes. The targeted range is a minimum of \$2,140,712 (\$53,517,808 in General Fund Expenditures for 2022-23 x 4%) and a maximum of \$5,351,781 (\$53,517,808 in General Fund Expenditures for 2022-23 x 10%).

The following funds are assigned:

PSERS = \$637,500

Health Care = \$712,500

Facility upgrades = \$2,000,000

Total = \$3,350,000

**Capital Area Intermediate Unit
Proposed General Operating Budget
For the 2024-25 Fiscal Year**

Total Revenue Budget

Revenue by Source	2022-23 Actual	Approved Budget 2023-24	Proposed Budget 2024-25	Increase/ (Decrease)	% of Budget 2024-25	Notes
<u>Local Sources</u>						
6510 Interest on Investments	468,674	15,000	300,000	285,000	3.74%	
6910 Rentals	1,097,165	969,920	843,248	(126,672)	10.52%	CAIU Enola facility cost charge back.
6947 Receipts from Members of IU	902,460	902,460	902,460		11.26%	No increase from previous year
6960 Services Provided to Other Local Government Units & LEA's	4,915	5,000	5,000		0.06%	
6970 Services Provided Other Funds	5,202,911	4,985,134	5,307,130	321,996	66.22%	Indirect charges
6990 Refunds & Other Misc. Revenue	107,636	-	35,000	35,000	0.44%	
6999 Fund Balance					0.00%	
Total Local Sources	7,783,762	6,877,514	7,392,838	515,324	92.24%	
<u>State Sources</u>						
7810 State Social Security & Medicare Reimb.	95,125.34	104,046	114,499	10,453	1.43%	Partial reimbursement from State.
7820 State Retirement Reimbursement	443,565.87	462,419	507,371	44,952	6.33%	Partial reimbursement from State.
Total State Sources	538,691.21	566,465	621,870	55,405	7.76%	
Total Revenue	8,322,453	7,443,979	8,014,708	570,729	100.00%	
Increase/ (Decrease) from prior year				7.67%		

**Capital Area Intermediate Unit
Proposed General Operating Budget
For the 2024-25 Fiscal Year**

Total Expense Budget

Expense Area/Line Item		2022-23 Actual	Approved Budget 2023-24	Proposed Budget 2024-25	Increase/ (Decrease)	% of Budget 2024-25	Notes
Salaries (100)							
Official/Administrative	110	970,897	1,041,091	1,055,513	14,422		Detail for each department follows on pages 10-17
Professional - Educational	120						
Professional - Other	130	91,224	38,423	40,506	2,083		
Technical	140	324,893	409,588	450,865	41,277		
Office/Clerical	150	847,728	1,009,261	1,132,948	123,687		
Crafts & Trades	160						
Operative	170						
Service Work & Laborer	180	269,825	290,944	313,497	22,553		
Instructional Assistant	190						
Total Salaries		2,504,567	2,789,307	2,993,329	204,022	37.35%	
Employee Benefits (200)							
Group Insurance	210	512,392	682,695	740,312	57,617		
FICA Contribution	220	187,535	208,087	228,989	20,902		
Retirement	230	915,004	924,830	1,014,737	89,907		
Tuition Reimbursement	240			6,372	6,372		
Unemployment Compensation	250						
Workmens Compensation	260	20,764	20,402	22,451	2,049		
Other Benefits	290	63,362	56,355	52,060	(4,295)		
Total Employee Benefits		1,699,057	1,892,369	2,064,921	172,552	25.76%	
Purchased Services (300)							
Official/Administrative	310						
Professional - Educational	320		102,429	29,979	(72,450)		
Other Professional	330	164,078	179,200	224,000	44,800		
Technical	340	575,461	428,155	548,594	120,439		
Security/Safety Services	350		11,000	8,000	(3,000)		
Conference Registration	360	19,781	2,000	73,750	71,750		
Other Professional/Technical	390	11,915	30,650	208,000	177,350		
Total Purchased Services		771,235	753,434	1,092,323	338,889	13.63%	
Purchased Property Services (400)							
Cleaning Services	410	59,255	68,210	63,000	(5,210)		
Utility Services	420	113,785	115,000	115,000			
Repairs & Maintenance	430	1,306,108	523,880	224,880	(299,000)		
Rentals	440	326,605	221,699	316,662	94,963		
Construction Services	450	94,358					
Extermination Services	460	5,070	8,000	8,000			
Total Purchased Property Services		1,905,181	936,789	727,542	(209,247)	9.08%	
Other Purchased Services (500)							
Student Transport Services	510						
Insurance - General	520	140,156	133,810	148,473	14,663		
Communications	530	116,738	137,280	142,880	5,600		
Advertising	540	4,165	14,500	14,500			
Printing & Binding	550						
Tuition	560						
Food Services Management	570						
Travel	580	13,211	43,680	44,280	600		
Misc. Purchased Services	590	5,122	16,000	7,000	(9,000)		
Total Other Purchased Services		279,392	345,270	357,133	11,863	4.46%	
Supplies (600)							
General Supplies	610	471,995	116,000	124,000	8,000		
Energy	620		750	750			
Food	630	24,358	24,250	49,250	25,000		
Books & Periodicals	640	573	7,300	7,300			
Software / Tech Supplies	650	266,581	167,110	190,960	23,850		
Total Supplies		763,507	315,410	372,260	56,850	4.64%	
Property (700)							
Improvements	710						
Depreciation	740						
Equipment - Original & Additional	750	609,265	350,000	350,000			
Equipment - Replacement	760						
Technology Infrastructure	788						
Total Property		609,265	350,000	350,000	-	4.37%	
Other (800)							
Dues & Fees	810	47,643	61,400	57,200	(4,200)		
Claims & Judgments	820						
Interest	830						
Total Other		47,643	61,400	57,200	(4,200)	0.71%	
Other Financing Uses (900)							
Redemption of Principal	910						
Fund Transfers	930						
Total Other Financing Uses		-	0			0.00%	
Total Expense		8,579,847	7,443,979	8,014,708	570,729	100.00%	
					7.67%		

**Capital Area Intermediate Unit
Proposed General Operating Budget
2024-25 Summary by Function**

2024-25 PROPOSED BUDGET

Budgeted Area	Total Budget	% of Total	School District Contribution	% of School District Contribution
Instructional Materials	128,954	1.61%	113,254	12.55%
Curriculum, Instruction, and Assessment	423,661	5.29%	375,642	41.62%
Administration	1,190,629	14.86%	413,564	45.83%
Business and Operations	1,773,923	22.13%		0.00%
Buildings and Grounds	1,341,862	16.74%		0.00%
Human Resources	1,006,136	12.55%		0.00%
Technology	2,149,543	26.82%		0.00%
Debt Service	-	0.00%		0.00%
Total Budget	8,014,708	100.00%	902,460	100.00%

**Capital Area Intermediate Unit
Proposed General Operating Budget
For the 2024-25 Fiscal Year**

Instructional Materials and Services

		2022-23	Approved	Proposed		% of	
		Actual	Budget	Budget	Increase/	Budget	Notes
Budget 2022			2023-24	2024-25	(Decrease)	2024-25	
Revenue							
School District Contributions	6947	107,424	113,589	113,254	(335)	87.83%	12.55% of total S.D. contribution
Services Provided to Other LEA's	6960						
Services Provided to Other Funds	6970						
Miscellaneous Revenue	6990						
State Social Security & Med. Reimb.	7810	2,767	2,912	2,891	(21)	2.24%	
State Retirement Reimbursement	7820	12,893	12,943	12,809	(134)	9.93%	
Total Revenue		123,084	129,444	128,954	(490)	100.00%	
Expense							
Salaries (100)							
Official/Administrative	110	73,132	76,131	75,570	(561)		.5 - Director of Technology
Professional - Educational	120						
Professional - Other	130						
Technical	140						
Office/Clerical	150						
Crafts & Trades	160						
Operative	170						
Service Work & Laborer	180						
Instructional Assistant	190						
Total Salaries		73,132	76,131	75,570	(561)	58.60%	.5 FTE
Employee Benefits (200)							
Group Insurance	210	9,704	11,636	12,577	941		
FICA Contribution	220	5,534	5,824	5,781	(43)	7.65%	
Retirement	230	25,786	25,885	25,618	(267)	33.90%	
Tuition Reimbursement	240						
Unemployment Compensation	250						
Workmens Compensation	260	598	571	567	(4)	0.75%	
Other Benefits	290	1,000	975	950	(25)		Health Savings Funding
Total Employee Benefits		42,623	44,891	45,493	602	35.28%	
Purchased Services (300)							
Official/Administrative	310						
Professional - Educational	320						
Other Professional	330						
Technical	340	275	275	338	63		Computer Life Cycle Program
Security/Safety Services	350						
Conference Registration	360	340	1,000	1,000			Workshops and conference registrations
Other Professional/Technical	390						
Total Purchased Services		615	1,275	1,338	63	1.04%	
Purchased Property Services (400)							
Cleaning Services	410						
Utility Services	420						
Repairs & Maintenance	430						
Rentals	440	4,185	3,375	2,781	(594)		CAIU Enola facility charge
Construction Services	450						
Extermination Services	460						
Total Purchased Property Services		4,185	3,375	2,781	(594)	2.16%	
Other Purchased Services (500)							
Student Transport Services	510						
Insurance - General	520						
Communications	530	510	960	960			Cell phone reimbursement, data cards
Advertising	540						
Printing & Binding	550						
Tuition	560						
Food Services Management	570						
Travel	580	1,040	1,500	1,500			Meals, lodging, mileage
Misc. Purchased Services	590						
Total Other Purchased Services		1,550	2,460	2,460		1.91%	
Supplies (600)							
General Supplies	610		100	100			
Energy	620						
Food	630						
Books & Periodicals	640		300	300			
Software / Tech Supplies	650	979	500	500			
Total Supplies		979	900	900		0.70%	
Property (700)							
Land and Improvements	710						
Depreciation	740						
Equipment - Original & Additional	750						
Equipment - Replacement	760						
Technology Infrastructure	788						
Total Property						0.00%	
Other (800)							
Dues & Fees	810		412	412			
Claims & Judgments	820						
Interest	830						
Total Other			412	412		0.32%	
Other Financing Uses (900)							
Redemption of Principal	910						
Fund Transfers	930						
Total Other Financing Uses						0.00%	
Total Expense		123,084	129,444	128,954	(490)	100.00%	
Increase/ (Decrease) from prior year					-0.38%		
Net Revenue/Expense		0					

Program Description - The IMS team provides coordination of the Technology Advisory Council, and information and support to districts. The team provides training and support for the integration of technology with curriculum.

**Capital Area Intermediate Unit
Proposed General Operating Budget
For the 2024-25 Fiscal Year**

Curriculum, Instruction, and Assessment

		2022-23	Approved	Proposed		% of	
		Actual	Budget	Budget	Increase/ (Decrease)	Budget	Notes
Budget 2260			2023-24	2024-25		2024-25	
Revenue							
School District Contributions	6947	409,067	374,506	375,642	1,136	88.67%	41.62% of total S.D. contribution
Services Provided to Other LEA's	6960						
Services Provided to Other Funds	6970						
Miscellaneous Revenue	6990						
State Social Security & Med. Reimb.	7810	10,087	8,593	8,841	248	2.09%	
State Retirement Reimbursement	7820	47,621	38,191	39,178	987	9.25%	
Total Revenue		466,775	421,290	423,661	2,371	100.00%	
Expense							
Salaries (100)							
Official/Administrative	110	131,100	136,475	139,628	3,153		1.0 Director of Curriculum Services
Professional - Educational	120						
Professional - Other	130	91,224	38,423	40,506	2,083		.5 Curriculum Specialists
Technical	140						
Office/Clerical	150	47,791	49,751	51,005	1,254		1.0 Administrative Assistant
Crafts & Trades	160						
Operative	170						
Service Work & Laborer	180						
Instructional Assistant	190						
Total Salaries		270,115	224,649	231,139	6,490	54.56%	2.50 FTE's
Employee Benefits (200)							
Group Insurance	210	47,952	35,511	38,439	2,928		
FICA Contribution	220	20,175	17,186	17,682	496	7.65%	
Retirement	230	95,243	76,381	78,356	1,975	33.90%	
Tuition Reimbursement	240						Reimbursement of college tuition
Unemployment Compensation	250						
Workmens Compensation	260	2,209	1,685	1,734	49	0.75%	
Other Benefits	290	4,800	2,925	2,850	(75)		Health Savings Funding
Total Employee Benefits		170,379	133,688	139,061	5,373	32.82%	
Purchased Services (300)							
Official/Administrative	310						
Professional - Educational	320		17,000	5,000	(12,000)		
Other Professional	330						
Technical	340	1,375	1,375	1,688	313		Computer Life Cycle Program
Security/Safety Services	350						
Conference Registration	360	1,724	1,000	4,000	3,000		Workshops and conference registrations
Other Professional/Technical	390						
Total Purchased Services		3,099	19,375	10,688	(8,687)	2.52%	
Purchased Property Services (400)							
Cleaning Services	410						
Utility Services	420						
Repairs & Maintenance	430						
Rentals	440	12,790	12,435	11,280	(1,155)		Copier lease & CAIU Enola facility charge
Construction Services	450						
Extermination Services	460						
Total Purchased Property Services		12,790	12,435	11,280	(1,155)	2.66%	
Other Purchased Services (500)							
Student Transport Services	510						
Insurance - General	520						
Communications	530						
Advertising	540						
Printing & Binding	550						
Tuition	560						
Food Services Management	570						
Travel	580	2,590	15,330	15,330			Meals, lodging, mileage
Misc. Purchased Services	590						
Total Other Purchased Services		2,590	15,330	15,330		3.62%	
Supplies (600)							
General Supplies	610	6,558	10,150	10,150			Office supplies
Energy	620						
Food	630		100	100			
Books & Periodicals	640	110	400	400			
Software / Tech Supplies	650	1,134	150	500	350		
Total Supplies		7,802	10,800	11,150	350	2.63%	
Property (700)							
Land and Improvements	710						
Depreciation	740						
Equipment - Original & Additional	750						
Equipment - Replacement	760						
Technology Infrastructure	788						
Total Property						0.00%	
Other (800)							
Dues & Fees	810		5,013	5,013			Dues & fees associated with curriculum related memberships
Claims & Judgments	820						
Interest	830						
Total Other			5,013	5,013		1.18%	
Other Financing Uses (900)							
Redemption of Principal	910						
Fund Transfers	930						
Total Other Financing Uses						0.00%	
Total Expense		466,775	421,290	423,661	2,371	100.00%	
Increase/ (Decrease) from prior year					0.56%		
Net Revenue/Expense			-	-	-		

Program Description – The Educational Services Team provides leadership and support to school districts relating to Curriculum, Instruction, Assessment and Instructional Strategies. This team also guides and supports districts in the implementation of a variety of mandated initiatives such as Coordination of PSSA and Keystone Exams, graduation requirements, Comprehensive Planning, Career Readiness Initiatives, data analysis, Educator Effectiveness training, and other pertinent instructional programming. This team coordinates a wide variety of continuing professional educational opportunities including an induction series for new administrators and teachers, sessions in support of PDE initiatives, and a host of summer sessions for teachers and administrators.

**Capital Area Intermediate Unit
Proposed General Operating Budget
For the 2024-25 Fiscal Year**

Administration

		2022-23	Approved	Proposed		% of	
		Actual	Budget	Budget	Increase/	Budget	Notes
			2023-24	2024-25	(Decrease)	2024-25	
Budget 2300							
Revenue							
State Revenue received from other sources	6821						
School District Contributions	6947	385,969	414,365	413,564	(801)	34.73%	45.83% of total S.D. contribution
Services Provided to Other LEA's	6960	4,915	5,000	5,000		0.42%	Superintendent of Record for CPAVTS & DCTS
Services Provided to Other Funds	6970	434,192	591,685	620,112	28,427	52.08%	
Miscellaneous Revenue	6990	6,475		35,000	35,000		Superintendent's Retreat Sponsorships
Safe Schools	7360						
State Social Security & Med. Reimb.	7810	15,686	21,300	21,533	233	1.81%	
State Retirement Reimbursement	7820	57,834	94,664	95,420	756	8.01%	
Total Revenue		905,071	1,127,014	1,190,629	63,615	97.06%	
Expense							
Salaries (100)							
Official/Administrative	110	382,540	385,306	374,671	(10,635)		1.0 Executive Director and 1.0 Assistant Executive Director
Professional - Educational	120						
Professional - Other	130						
Technical	140						
Office/Clerical	150	63,371	171,540	188,280	16,740		1.0 Administrative Assistant, 1.0 Communication Coordinator, 1.0 Marketing Assistant
Crafts & Trades	160						
Operative	170						
Service Work & Laborer	180						
Instructional Assistant	190						
Total Salaries		445,911	556,846	562,951	6,105	47.28%	5 FTE's
Employee Benefits (200)							
Group Insurance	210	73,521	121,712	108,061	(13,651)		
FICA Contribution	220	31,372	42,599	43,066	467	7.65%	
Retirement	230	143,539	189,328	190,840	1,512	33.90%	
Tuition Reimbursement	240						
Unemployment Compensation	250						
Workmens Compensation	260	3,647	4,177	4,222	45	0.75%	
Other Benefits	290	18,370	9,750	7,600	(2,150)		Health Savings Funding
Total Employee Benefits		270,448	367,566	353,789	(13,777)	29.71%	
Purchased Services (300)							
Official/Administrative	310						
Professional - Educational	320		25,079	24,979	(100)		
Other Professional	330	16,045	15,000	45,000	30,000		PSBA Policy Review & Schlechty
Technical	340	2,750	2,750	3,375	625		Computer Life Cycle Program
Security/Safety Services	350						
Conference Registration	360	3,950		46,100	46,100		Workshops and conference registrations
Other Professional/Technical	390	800	14,650		(14,650)		
Total Purchased Services		23,545	57,479	119,454	61,975	10.03%	
Purchased Property Services (400)							
Cleaning Services	410						
Utility Services	420						
Repairs & Maintenance	430		1,000	500	(500)		Maintenance and overage charges on copiers
Rentals	440	53,053	40,804	34,616	(6,188)		Copier lease & CAIU Enola facility charge
Construction Services	450						
Extermination Services	460						
Total Purchased Property Services		53,053	41,804	35,116	(6,688)	2.95%	
Other Purchased Services (500)							
Student Transport Services	510						
Insurance - General	520						
Communications	530	62					
Advertising	540	3,398	6,000	6,000			CAIU Board meeting notices
Printing & Binding	550						
Tuition	560						
Food Services Management	570						
Travel	580	2,058	17,000	17,000			Meals, lodging, mileage
Misc. Purchased Services	590	5,122	16,000	7,000	(9,000)		
Total Other Purchased Services		10,640	39,000	30,000	(9,000)	2.52%	
Supplies (600)							
General Supplies	610	42,405	15,600	15,600			Office supplies
Energy	620						
Food	630	23,977	22,000	47,000	25,000		Board & SAC
Books & Periodicals	640	189	1,500	1,500			PA School Code, PA Education Directories & Education Week
Software / Tech Supplies	650	8,124					
Total Supplies		74,695	39,100	64,100	25,000	5.38%	
Property (700)							
Land and Improvements	710						
Depreciation	740						
Equipment - Original & Additional	750						
Equipment - Replacement	760						
Technology Infrastructure	788						
Total Property						0.00%	
Other (800)							
Dues & Fees	810	26,779	25,219	25,219			Professional memberships
Claims & Judgments	820						
Interest	830						
Total Other		26,779	25,219	25,219		2.12%	
Other Financing Uses (900)							
Redemption of Principal	910						
Fund Transfers	930						
Total Other Financing Uses						0.00%	
Total Expense		905,071	1,127,014	1,190,629	63,615	100.00%	
Increase/ (Decrease) from prior year					5.64%		
Net Revenue/Expense							

Program Description - The administration team is primarily concerned with establishing and administering policy. The team directs and manages the operations of the CAIU and coordinates the meetings and activities of the Board. Administration also coordinates monthly Superintendents Advisory Council meetings, new superintendents induction, legislative liaison, school district consultation, Superintendents leadership conferences, and participation in the PAIU.

**Capital Area Intermediate Unit
Proposed General Operating Budget
For the 2024-25 Fiscal Year**

Business and Operations

		2022-23	Approved	Proposed	Increase/	% of	
		Actual	Budget	Budget	(Decrease)	Budget	Notes
			2023-24	2024-25		2024-25	
Budget 2500							
Revenue							
Interest on Investments	6510	468,674	15,000	300,000	285,000	16.91%	
Services Provided to LEA's	6960					0.00%	
Services Provided to Other Funds	6970	865,579	1,473,849	1,341,606	(132,243)	75.63%	
Miscellaneous Revenue	6990	73,265				0.00%	
State Social Security & Med. Reimb.	7810	23,406	22,858	24,362	1,504	1.37%	
State Retirement Reimbursement	7820	126,046	101,590	107,955	6,365	6.09%	
Total Revenue		1,556,970	1,613,297	1,773,923	160,626	100.00%	
Expense							
Salaries (100)							
Official/Administrative	110	147,046	153,075	152,850	(225)		1.0 Director of Business and Operations
Professional - Educational	120						
Professional - Other	130						
Technical	140						
							1.0 Assistant Business Manager, 2.0 Accountants, 1.0 Program Assistant, 1.0 Business Coordinator, 2.0 Enola Receptionist, 1.0 Payroll Specialist
Office/Clerical	150	433,279	444,501	484,048	39,547		
Crafts & Trades	160						
Operative	170						
Service Work & Laborer	180						
Instructional Assistant	190						
Total Salaries		580,325	597,576	636,898	39,322	35.90%	9.0 FTE's
Employee Benefits (200)							
Group Insurance	210	135,396	171,778	191,767	19,989		
FICA Contribution	220	44,096	45,715	48,722	3,007	7.65%	
Retirement	230	252,092	203,177	215,908	12,731	33.90%	
Tuition Reimbursement	240			6,372	6,372		Reimbursement of college tuition
Unemployment Compensation	250						
Workmens Compensation	260	5,028	4,482	4,777	295	0.75%	
Other Benefits	290	13,000	13,650	13,300	(350)		Health Savings Funding
Total Employee Benefits		449,612	438,802	480,846	42,044	27.11%	
Purchased Services (300)							
Official/Administrative	310						
Professional - Educational	320		3,350		(3,350)		Workshops and conference registrations
Other Professional	330	102,507	132,800	142,600	9,800		Attorney, year-end audit & GASB 45 Valuation
Technical	340	114,468	95,900	126,900	31,000		Accounting software, imaging services, PAIU
Security/Safety Services	350						
Conference Registration	360	4,194		4,125	4,125		
Other Professional/Technical	390	11,115					
Total Purchased Services		232,284	232,050	273,625	41,575	15.42%	
Purchased Property Services (400)							
Cleaning Services	410						
Utility Services	420						
Repairs & Maintenance	430	906	3,000	3,000			Maint. agreements on copiers, vehicle maintenance
Rentals	440	99,546	85,010	100,120	15,110		Copier lease & CAIU Enola facility charge
Construction Services	450						
Extermination Services	460						
Total Purchased Property Services		100,452	88,010	103,120	15,110	5.81%	
Other Purchased Services (500)							
Student Transport Services	510						
Insurance - General	520	79,811	79,498	83,473	3,975		Insurance for CAIU operations and activities
Communications	530	84,856	88,100	98,700	10,600		Postage for IU, local & long distance phone service
Advertising	540		500	500			Advertising and bid purchases
Printing & Binding	550						
Tuition	560						
Food Services Management	570						
Travel	580	1,910	1,600	1,600			Meals, lodging, mileage
Misc. Purchased Services	590						
Total Other Purchased Services		166,577	169,698	184,273	14,575	10.39%	
Supplies (600)							
General Supplies	610	8,215	15,500	15,500			Supplies
Energy	620						
Food	630	381					
Books & Periodicals	640		350	350			
Software / Tech Supplies	650	167	48,500	59,500	11,000		Informedk12 & registration software
Total Supplies		8,763	64,350	75,350	11,000	4.25%	
Property (700)							
Land and Improvements	710						
Depreciation	740						
Equipment - Original & Additional	750						
Equipment - Replacement	760						
Technology Infrastructure	788						
Total Property						0.00%	
Other (800)							
Dues & Fees	810	18,956	22,811	19,811	(3,000)		PASBO, Purchasing Groups, Bank Fees
Claims & Judgments	820						
Interest	830						
Total Other		18,956	22,811	19,811	(3,000)	1.12%	
Other Financing Uses (900)							
Redemption of Principal	910						
Fund Transfers	930						
Total Other Financing Uses						0.00%	
Total Expense		1,556,970	1,613,297	1,773,923	160,626	100.00%	
Increase/ (Decrease) from prior year					9.96%		
Net Revenue/Expense		-	-	-	-		

Program Description - The business and operations team manages the fiscal activities and general operations of the organization. The activities include general ledger accounting, financial reporting, budget development, financial analysis, accounts payable, accounts receivable, cash management, warehouse, project management, mail room, contract management and receptionist.

**Capital Area Intermediate Unit
Proposed General Operating Budget
For the 2024-25 Fiscal Year**

Buildings and Grounds

		2022-23 Actual	Approved Budget 2023-24	Proposed Budget 2024-25	Increase/ (Decrease)	% of Budget 2024-25	Notes
Budget 2600							
Revenue							
Rentals	6910	1,097,165	969,920	843,248	(126,672)	62.84%	CAIU Enola facility charge
Services Provided Other Funds	6970	1,571,593	400,000	400,000		29.81%	
Miscellaneous Revenue	6990	6,392				0.00%	
Assigned Fund Balance	6999					0.00%	
State Social Security & Med. Reimb.	7810	11,861	12,786	18,157	5,371	1.35%	
State Retirement Reimbursement	7820	54,118	56,823	80,457	23,634	6.00%	
Total Revenue		2,741,128	1,439,529	1,341,862	(97,667)	100.00%	
Expense							
Salaries (100)							
Official/Administrative	110		43,305	42,436	(869)		.4 Supervisor of Operations & Transportation
Professional - Educational	120						
Professional - Other	130						
Technical	140						
Office/Clerical	150	41,599	69,227	118,738	49,511		1.0 Safety & Security
Crafts & Trades	160						
Operative	170						
Service Work & Laborer	180	269,825	290,944	313,497	22,553		8.0 Custodial/Maintenance Staff
Instructional Assistant	190						
Total Salaries		311,425	403,476	474,671	71,195	35.37%	9.4 FTE's
Employee Benefits (200)							
Group Insurance	210	84,362	130,784	134,731	3,947		
FICA Contribution	220	23,722	25,570	36,312	10,742		7.65%
Retirement	230	108,236	113,645	160,913	47,268		33.90%
Tuition Reimbursement	240						
Unemployment Compensation	250						
Workmens Compensation	260	2,547	2,507	3,560	1,053		0.75%
Other Benefits	290	9,142	11,505	9,310	(2,195)		Health Savings Funding
Total Employee Benefits		228,009	284,011	344,826	60,815	25.70%	
Purchased Services (300)							
Official/Administrative	310						
Professional - Educational	320		1,500		(1,500)		
Other Professional	330		1,400	1,400			
Technical	340	2,970	2,220	6,345	4,125		
Security/Safety Services	350		11,000	8,000	(3,000)		Security services
Conference Registration	360	1,793		3,000	3,000		
Other Professional/Technical	390						
Total Purchased Services		4,763	16,120	18,745	2,625	1.40%	
Purchased Property Services (400)							
Cleaning Services	410	59,255	68,210	63,000	(5,210)		Trash removal, recycling, and snow removal
Utility Services	420	113,785	115,000	115,000			Sewer, water, and electric
							*Annual maintenance projects, security, landscaping, vehicle maint., & allowance for other repairs.
Repairs & Maintenance	430	1,299,964	411,880	153,880	(258,000)		
Rentals	440	11,967	1,080	11,900	10,820		
Construction Services	450	94,358					
Extermination Services	460	5,070	8,000	8,000			Termite and Pest Control Services
Total Purchased Property Services		1,584,399	604,170	351,780	(252,390)	26.22%	
Other Purchased Services (500)							
Student Transport Services	510						
Insurance - General	520	60,345	54,312	65,000	10,688		Auto Liability Insurance/General Property/Liability Insurance
Communications	530	548	1,080	1,080			Night custodian cell phone cost
Advertising	540						
Printing & Binding	550						
Tuition	560						
Food Services Management	570						
Travel	580	2,584	2,400	3,000	600		Vehicle gas
Misc. Purchased Services	590						
Total Other Purchased Services		63,477	57,792	69,080	11,288	5.15%	
Supplies (600)							
General Supplies	610	373,051	39,650	49,650	10,000		Misc. maintenance supplies, cleaning supplies and facility supplies, contract for power backup
Energy	620		750	750			Natural gas and diesel fuel for generator
Food	630		150	150			
Books & Periodicals	640						
Software / Tech Supplies	650	218	32,000	32,000			
Total Supplies		373,269	72,550	82,550	10,000	6.15%	
Property (700)							
Land and Improvements	710						
Depreciation	740						
Equipment - Original & Additional	750	432,895					
Equipment - Replacement	760						
Technology Infrastructure	788						
Total Property		432,895				0.00%	
Other (800)							
Dues & Fees	810	283	1,410	210	(1,200)		Pesticide licenses
Claims & Judgments	820						
Interest	830						
Total Other		283	1,410	210	(1,200)	0.02%	
Other Financing Uses (900)							
Redemption of Principal	910						
Fund Transfers	930						
Total Other Financing Uses						0.00%	
Total Expense		2,998,520	1,439,529	1,341,862	(97,667)	100.00%	
Increase/ (Decrease) from prior year					-6.78%		
Net Revenue/Expense		257,392	-	-	-		

* Repairs & Maintenance 430 detail - annual R&M see page 20

Program Description - The buildings and grounds department is responsible for keeping the Enola facility and other CAIU facilities clean and ready for daily use. It includes operating the heating, lighting and ventilating systems as well as repair and replacement of facilities and equipment. The department maintains the Enola grounds and its improvements through landscaping and snow removal.

**Capital Area Intermediate Unit
Proposed General Operating Budget
For the 2024-25 Fiscal Year**

Human Resources

		2022-23	Approved	Proposed	Increase/	% of	
		Actual	Budget	Budget	(Decrease)	Budget	Notes
			2023-24	2024-25		2024-25	
Budget 2830							
Revenue							
State Revenue received from other sources	6947						
School District Contributions	6947						
Services Provided to LEA's	6960					0.00%	
Services Provided Other Funds	6970	652,856	783,017	929,081	146,064	92.34%	
Miscellaneous Revenue	6990	21,505				0.00%	
State Social Security & Med. Reimb.	7810	12,414	13,033	14,188	1,155	1.41%	
State Retirement Reimbursement	7820	57,220	57,925	62,867	4,942	6.25%	
Total Revenue		743,994	853,975	1,006,136	152,161	100.00%	
Expense							
Salaries (100)							
Official/Administrative	110	113,105	117,743	135,258	17,515		1.0 Human Resource Manager
Professional - Educational	120						
Professional - Other	130						
Technical	140						
Office/Clerical	150	212,452	222,989	235,638	12,649		4.0 Human Resource Staff
Crafts & Trades	160						
Operative	170						
Service Work & Laborer	180						
Instructional Assistant	190						
Total Salaries		325,557	340,732	370,896	30,164	36.86%	5.0 FTE's
Employee Benefits (200)							
Group Insurance	210	49,961	59,494	64,416	4,922		
FICA Contribution	220	24,829	26,066	28,374	2,308	7.65%	
Retirement	230	114,439	115,849	125,734	9,885	33.90%	
Tuition Reimbursement	240						
Unemployment Compensation	250						
Workmens Compensation	260	2,662	2,556	2,782	226	0.75%	
Other Benefits	290	7,050	4,875	4,750	(125)		Health Savings Funding
Total Employee Benefits		198,941	208,840	226,056	17,216	22.47%	
Purchased Services (300)							
Official/Administrative	310						
Professional - Educational	320		45,500		(45,500)		
Other Professional	330	45,526	29,000	34,000	5,000		EAP Services
Technical	340	30,313	131,650	45,025	(86,625)		Frontline Package
Security/Safety Services	350						
Conference Registration	360	5,587		5,525	5,525		Conference Registrations
Other Professional/Technical	390		16,000	208,000	192,000		Paycom & Payfactors
Total Purchased Services		81,426	222,150	292,550	70,400	29.08%	
Purchased Property Services (400)							
Cleaning Services	410						
Utility Services	420						
Repairs & Maintenance	430	861	4,000	1,500	(2,500)		Maint. agreements on copiers and photo ID machine
Rentals	440	51,402	36,118	60,499	24,381		Copier lease & CAIU Enola facility charge
Construction Services	450						
Extermination Services	460						
Total Purchased Property Services		52,263	40,118	61,999	21,881	6.16%	
Other Purchased Services (500)							
Student Transport Services	510						
Insurance - General	520						
Communications	530	619					
Advertising	540	767	8,000	8,000			Job advertisements
Printing & Binding	550						
Tuition	560						
Food Services Management	570						
Travel	580	112	100	100			Meals, lodging, mileage
Misc. Purchased Services	590						
Total Other Purchased Services		1,498	8,100	8,100		0.81%	
Supplies (600)							
General Supplies	610	38,999	24,000	24,000			Supplies
Energy	620						
Food	630		2,000	2,000			
Books & Periodicals	640		4,750	4,750			Thompson West, PSBA School Law Book
Software / Tech Supplies	650	43,935		12,500	12,500		
Total Supplies		82,934	30,750	43,250	12,500	4.30%	
Property (700)							
Land and Improvements	710						
Depreciation	740						
Equipment - Original & Additional	750						
Equipment - Replacement	760						
Technology Infrastructure	788						
Total Property						0.00%	
Other (800)							
Dues & Fees	810	1,375	3,285	3,285			Professional memberships
Claims & Judgments	820						
Interest	830						
Total Other		1,375	3,285	3,285		0.33%	
Other Financing Uses (900)							
Redemption of Principal	910						
Fund Transfers	930						
Total Other Financing Uses						0.00%	
Total Expense		743,994	853,975	1,006,136	152,161	100.00%	
Increase/ (Decrease) from prior year					17.82%		
Net Revenue/Expense							

Program Description - The Human Resources Team recruits and on-boards staff, administers the collective bargaining agreement and maintains labor relations, conducts surveys, coordinates district human resources advisory meetings and provide districts with updates on human resource issues, administers benefits, maintains job descriptions, and provides certification and human resource consultation.

**Capital Area Intermediate Unit
Proposed General Operating Budget
For the 2024-25 Fiscal Year**

Technology

		2022-23 Actual	Approved Budget 2023-24	Proposed Budget 2024-25	Increase/ (Decrease)	% of Budget 2024-25	Notes
Budget 2840							
Revenue							
Services Provided to LEA's	6960						
Services Provided Other Funds	6970	1,678,692	1,736,583	2,016,331	279,748	93.80%	
Miscellaneous Revenue	6990						
State Social Security & Med. Reimb.	7810	18,904	22,564	24,527	1,963	1.14%	
State Retirement Reimbursement	7820	87,834	100,283	108,685	8,402	5.06%	
Total Revenue		1,785,430	1,859,430	2,149,543	290,113	100.00%	
Expense							
Salaries (100)							
Official/Administrative	110	123,973	129,056	135,100	6,044		.5 Director of Technology, .5 Assistant Tech. Director
Professional - Educational	120						
Professional - Other	130						
Technical	140	324,893	409,588	450,865	41,277		2.0 Network Administrators, 5.0 Technology Support Coordinators
Office/Clerical	150	49,235	51,253	55,239	3,986		1.0 Administrative Assistant
Crafts & Trades	160						
Operative	170						
Service Work & Laborer	180						
Instructional Assistant	190						
Total Salaries		498,100	589,897	641,204	51,307	29.83%	9.0 FTE's
Employee Benefits (200)							
Group Insurance	210	111,495	151,780	190,321	38,541		
FICA Contribution	220	37,808	45,127	49,052	3,925	7.65%	
Retirement	230	175,668	200,565	217,368	16,803	33.90%	
Tuition Reimbursement	240						Reimbursement of college tuition
Unemployment Compensation	250						
Workmens Compensation	260	4,073	4,424	4,809	385	0.75%	
Other Benefits	290	10,000	12,675	13,300	625		Health Savings Funding
Total Employee Benefits		339,044	414,571	474,850	60,279	22.09%	
Purchased Services (300)							
Official/Administrative	310						
Professional - Educational	320		10,000		(10,000)		Workshops and conference registrations
Other Professional	330		1,000	1,000			
Technical	340	423,310	193,985	364,923	170,938		Application Dev Support, back up services
Security/Safety Services	350						
Conference Registration	360	2,193		10,000	10,000		
Other Professional/Technical	390						
Total Purchased Services		425,503	204,985	375,923	170,938	17.49%	
Purchased Property Services (400)							
Cleaning Services	410						
Utility Services	420						
Repairs & Maintenance	430	4,377	104,000	66,000	(38,000)		Maintenance agreement on copiers, Smartnet warranty, routers, switches
Rentals	440	93,662	42,877	95,466	52,589		Copier lease & CAIU Enola facility charge
Construction Services	450						
Extermination Services	460						
Total Purchased Property Services		98,039	146,877	161,466	14,589	7.51%	
Other Purchased Services (500)							
Student Transport Services	510						
Insurance - General	520						
Communications	530	30,143	47,140	42,140	(5,000)		Cell phone reimbursement, data cards & internet connection for CAIU
Advertising	540						
Printing & Binding	550						
Tuition	560						
Food Services Management	570						
Travel	580	2,917	5,750	5,750			Meals, lodging, mileage
Misc. Purchased Services	590						
Total Other Purchased Services		33,060	52,890	47,890	(5,000)	2.23%	
Supplies (600)							
General Supplies	610	2,767	11,000	9,000	(2,000)		Software, licenses, office supplies and computers
Energy	620						
Food	630						
Books & Periodicals	640	274					
Software / Tech Supplies	650	212,024	85,960	85,960			
Total Supplies		215,065	96,960	94,960	(2,000)	4.42%	
Property (700)							
Land and Improvements	710						
Depreciation	740						
Equipment - Original & Additional	750	176,370	350,000	350,000			Servers, routers, switches
Equipment - Replacement	760						
Technology Infrastructure	788						
Total Property		176,370	350,000	350,000		16.28%	
Other (800)							
Dues & Fees	810	250	3,250	3,250			Dues & fees associated with Technology related memberships
Claims & Judgments	820						
Interest	830						
Total Other		250	3,250	3,250		0.15%	
Other Financing Uses (900)							
Redemption of Principal	910						
Fund Transfers	930						
Total Other Financing Uses						0.00%	
Total Expense		1,785,430	1,859,430	2,149,543	290,113	100.00%	
Increase/ (Decrease) from prior year					15.60%		
Net Revenue/Expense				-	-		

Program Description - The Technology Services team provides internal technology networks, systems, and application support for the operation of the CAIU.

**Capital Area Intermediate Unit
Proposed General Operating Budget
For the 2024-25 Fiscal Year**

Debt Service

		2022-23 Actual	Approved Budget 2023-24	Proposed Budget 2024-25	Increase/ (Decrease)	% of Budget 2024-25	Notes
Budget 5100							
Revenue							
Services Provided to Other Funds	6970						
Total Revenue						0.00%	
Expense							
Salaries (100)							
Official/Administrative	110						
Professional - Educational	120						
Professional - Other	130						
Technical	140						
Office/Clerical	150						
Crafts & Trades	160						
Operative	170						
Service Work & Laborer	180						
Instructional Assistant	190						
Total Salaries						0.00%	
Employee Benefits (200)							
Group Insurance	210						
FICA Contribution	220						
Retirement	230						
Tuition Reimbursement	240						
Unemployment Compensation	250						
Workmens Compensation	260						
Other Benefits	290						
Total Employee Benefits						0.00%	
Purchased Services (300)							
Official/Administrative	310						
Professional - Educational	320						
Other Professional	330						
Technical	340						
Security/Safety Services	350						
Conference Registration	360						
Other Professional/Technical	390						
Total Purchased Services						0.00%	
Purchased Property Services (400)							
Cleaning Services	410						
Utility Services	420						
Repairs & Maintenance	430						
Rentals	440						
Construction Services	450						
Extermination Services	460						
Total Purchased Property Services						0.00%	
Other Purchased Services (500)							
Student Transport Services	510						
Insurance - General	520						
Communications	530						
Advertising	540						
Printing & Binding	550						
Tuition	560						
Food Services Management	570						
Travel	580						
Misc. Purchased Services	590						
Total Other Purchased Services						0.00%	
Supplies (600)							
General Supplies	610						
Energy	620						
Food	630						
Books & Periodicals	640						
Software / Tech Supplies	650						
Total Supplies						0.00%	
Property (700)							
Land and Improvements	710						
Depreciation	740						
Equipment - Original & Additional	750						
Equipment - Replacement	760						
Technology Infrastructure	788						
Total Property						0.00%	
Other (800)							
Dues & Fees	810						
Claims & Judgments	820						
Interest	830						
Total Other						0.00%	
Other Financing Uses (900)							
Redemption of Principal	910						
Fund Transfers	930						
Total Other Financing Uses						0.00%	
Total Expense						0.00%	
Increase/ (Decrease) from prior year							
Net Revenue/Expense							

Program Description - Budget represents debt payments on the 2013 loan.

Capital Area Intermediate Unit
Capital Repair, New Project, Equipment,
and Maintenance Plan
for Enola Facility
For the Five Year Period of
2024-25 through 2028-29

Background

The Capital Area Intermediate Unit Enola facility was built in 1989-90 and is the only building owned by the CAIU. All other facilities and classroom spaces are leased. In 2007-08, a long lasting metal based roof was placed on the pitched roof section of the Enola building. In addition at that time, a detached maintenance building was constructed to store gas powered equipment and gasoline separate from the main building for safety reasons. In the spring/summer of 2008, the parking capacity was expanded on the western side of the building. In June 2008, the upper sections of the building's perimeter walls were insulated to address a deficiency that had existed since the building was constructed. During 2014, a major upgrade was completed to the HVAC system. Also during that fiscal year there were upgrades to bathroom facilities in the main lobby and near the board room. During the 2021-22 year a major renovation project was done to the main lobby and conference rooms. This work continued into the 2022-23 fiscal year and had expenses run into the 2023-24 fiscal year. The project expenses had an impact on the 2023-24 fiscal year because of delayed shipping and availability of all needed products.

The building is over 25 years old and will need continuing maintenance and renovations in specific areas. At this point, most of these projects can be spread out over time and provided for in the annual Buildings and Grounds budget for repairs and maintenance.

Capital Repair, New Projects, and Equipment

It is the goal of the CAIU management and Board Finance Committee to establish a capital repairs fund. By establishing this fund and reviewing it on a yearly basis, budgetary fluctuations on the General Operating budget can be contained. The capital repair project schedule will be established on a yearly basis by the Buildings & Grounds Supervisor and also reviewed by the Board Buildings & Grounds Committee. The initial funding for this was established from unforeseen budgetary savings in 2013-14.

Annual Repairs and Maintenance Items

Carpet Replacement

A substantial amount of carpet in the Enola building has been replaced with carpet squares or vinyl tiles in the last few years. Carpet will be replaced in the building on a continuing basis as needed.

Dry Pipe Fire Sprinkler System Repair and Replacement

The attic space in the Enola building is not heated and is subject to temperatures well below freezing in the winter months. Accordingly, the Enola building uses a dry pipe (air in pipe) fire sprinkler system for fire suppression, as opposed to a wet pipe (water in pipe) system. This means that the pipes contain air under pressure until such time a sprinkler is activated, then the air in the pipe is vented and replaced with water. Disadvantages of a dry pipe

system include a delay of up to sixty seconds before water is applied to a fire and an increased potential for corrosion of the pipe. Normally, the pipe contains air. However, when the system is activated or tested water goes into the pipe and because of low spots and humidity, it never completely drains or dries out. The remaining water and moisture in the pipe combined with air increases internal corrosion of the pipe and leads to the potential for more leaks than a wet pipe system. Because of this potential for increased corrosion, a dry pipe system should be constructed of galvanized pipe. However as a cost saving measure, when the Enola building was constructed the dry pipe fire sprinkler system was constructed primarily with more corrosive black iron pipe, as opposed to galvanized pipe. Accordingly, the building has experienced water leaks in the system for a number of years. As leaks are identified, the black iron pipe is patched or replaced with galvanized pipe. \$10,000 a year is budgeted for this purpose.

A number of additional projects can be broken down into parts and funded on an annual basis through the Buildings and Grounds repairs and maintenance budget.

Future Capital Repair Needs

Sewage pump replacement was budgeted at \$30,000 every 6-10 years in the previous budgets. The CAIU was able to eliminate the need for the pumping station and save future costs because of the agreement that was formed with the construction project adjacent to Miller St. There will be an additional benefit of a secondary exit from our parking lot that is expected to be completed once the project nears conclusion.

Technology Life Cycle Plan

The technology items identified on the next page are at our different sites and will be put on an infrastructure lifecycle plan. The lifecycle will include all of our sites and will be phased in over multiple years. These items will be part of our master infrastructure lifecycle plan and will be updated on a regular schedule in alignment with what we are currently doing at Enola. A schedule that details the Technology Life Cycle replacement plan of the CAIU for 2024-25 through 2028-29 follows on the next page. The 2024-25 budget includes an expense of \$350,000 for continued upgrades to our technology center.

**Capital Area Intermediate Unit
Maintenance Plan Budget
for Enola Facility
for the Five Year Period of 2024-25 through 2028-29**

	Year 1 2024-25	Year 2 2025-26	Year 3 2026-27	Year 4 2027-28	Year 5 2028-29	Total
Annual Repairs and Maintenance Items						
Carpet Replacement (as needed)	5,000	5,000	5,000	5,000	5,000	25,000
Dry Pipe Fire Sprinkler System Repair and Replacement (as needed)	10,000	10,000	10,000	10,000	10,000	50,000
Parking Lot Reseal, Line and Repair (every 4 or 5 years)				160,000		160,000
Exterior upgrades	20,000	20,000	1,500,000			1,540,000
Total	35,000	35,000	1,515,000	175,000	15,000	1,775,000
Annual Technology Equipment						
<i>Annual Equipment Lifecycle at Enola and remote locations</i>	350,000	350,000	350,000	250,000	250,000	1,550,000

**Capital Area Intermediate Unit
Proposed General Operating Budget
For the 2024-25 Fiscal Year**

School District Contribution Schedule with 0% Increase

Column #	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
		2023-24		2021-22		Excess Expend. \$902,460	Estimated 2024-25		Increase/ (Decrease)	Increase/ (Decrease)
		Market		Weighted	Weight	/Total Wgt. Fac.	District	2023-24	Amount	%
		Value Aid		Ave. Daily	Factor ³	53,120.6753530	Contribution ⁴	District		
School District	Ratio ¹	(1) - (2)		Member. ²	(3) x (4)	= Multiplier	(5) x (6)	Contribution ⁵	(7) - (8)	(9) / (8)
Big Spring	1.0 - 0.4214	= 0.5786	x	3,004.702	= 1,738.520577	x 16.988865	= 29,535.49	29,535.49	0.00	0.00%
Camp Hill	1.0 - 0.4707	= 0.5293	x	1,452.644	= 768.884469	x 16.988865	= 13,062.47	13,062.47	0.00	0.00%
Carlisle Area	1.0 - 0.4988	= 0.5012	x	6,110.131	= 3,062.397657	x 16.988865	= 52,026.66	52,026.66	0.00	0.00%
Central Dauphin	1.0 - 0.4619	= 0.5381	x	15,601.094	= 8,394.948681	x 16.988865	= 142,620.65	142,620.65	0.00	0.00%
Cumberland Valley	1.0 - 0.3247	= 0.6753	x	11,561.747	= 7,807.647749	x 16.988865	= 132,643.08	132,643.08	0.00	0.00%
Derry Township	1.0 - 0.2401	= 0.7599	x	4,032.007	= 3,063.922119	x 16.988865	= 52,052.56	52,052.56	0.00	0.00%
East Pennsboro Area	1.0 - 0.4574	= 0.5426	x	3,159.884	= 1,714.553058	x 16.988865	= 29,128.31	29,128.31	0.00	0.00%
Greenwood	1.0 - 0.5852	= 0.4148	x	937.915	= 389.047142	x 16.988865	= 6,609.47	6,609.47	0.00	0.00%
Halifax Area	1.0 - 0.5712	= 0.4288	x	1,145.127	= 491.030458	x 16.988865	= 8,342.05	8,342.05	0.00	0.00%
Harrisburg City	1.0 - 0.7582	= 0.2418	x	9,378.072	= 2,267.617810	x 16.988865	= 38,524.25	38,524.25	0.00	0.00%
Lower Dauphin	1.0 - 0.4837	= 0.5163	x	4,433.571	= 2,289.052707	x 16.988865	= 38,888.41	38,888.41	0.00	0.00%
Mechanicsburg Area	1.0 - 0.4747	= 0.5253	x	5,293.874	= 2,780.872012	x 16.988865	= 47,243.86	47,243.86	0.00	0.00%
Middletown Area	1.0 - 0.4887	= 0.5113	x	3,003.412	= 1,535.644556	x 16.988865	= 26,088.86	26,088.86	0.00	0.00%
Millersburg Area	1.0 - 0.6323	= 0.3677	x	950.886	= 349.640782	x 16.988865	= 5,940.00	5,940.00	0.00	0.00%
Newport	1.0 - 0.6442	= 0.3558	x	1,255.563	= 446.729315	x 16.988865	= 7,589.42	7,589.42	0.00	0.00%
Northern York County	1.0 - 0.5983	= 0.4017	x	4,167.023	= 1,673.893139	x 16.988865	= 28,437.55	28,437.55	0.00	0.00%
Shippensburg Area	1.0 - 0.5310	= 0.4690	x	4,291.125	= 2,012.537625	x 16.988865	= 34,190.73	34,190.73	0.00	0.00%
South Middleton	1.0 - 0.3034	= 0.6966	x	2,590.734	= 1,804.705304	x 16.988865	= 30,659.90	30,659.90	0.00	0.00%
Steelton-Highspire	1.0 - 0.8592	= 0.1408	x	1,898.445	= 267.301056	x 16.988865	= 4,541.14	4,541.14	0.00	0.00%
Susquehanna Township	1.0 - 0.3960	= 0.6040	x	3,934.341	= 2,376.341964	x 16.988865	= 40,371.35	40,371.35	0.00	0.00%
Susquenita	1.0 - 0.5986	= 0.4014	x	2,216.200	= 889.582680	x 16.988865	= 15,113.00	15,113.00	0.00	0.00%
Upper Dauphin Area	1.0 - 0.5927	= 0.4073	x	1,312.812	= 534.708328	x 16.988865	= 9,084.09	9,084.09	0.00	0.00%
West Perry	1.0 - 0.5526	= 0.4474	x	2,783.096	= 1,245.157150	x 16.988865	= 21,153.81	21,153.81	0.00	0.00%
West Shore	1.0 - 0.4168	= 0.5832	x	8,943.654	= 5,215.939013	x 16.988865	= 88,612.89	88,612.89	0.00	0.00%
Total				103,458.059	53,120.675353		902,460.00	902,460.00	0.00	0.00%

Definitions:

¹ Market Value Aid Ratio (MV AR) calculation - $1 - ((\text{school district market value} / \text{school district weighted average daily membership}) / (\text{state total market value} / \text{state total WADM}) \times .5)$

² Weighted Average Daily Membership (WADM) - Weighted average daily membership is the term used for the assignment of weight by grade level to average daily membership (ADM). The current weighting is half-time kindergarten at 0.5, full-time kindergarten and elementary (grades 1-6) at 1.0, and secondary (grades 7-12) at 1.36.

³ Weight Factor calculation - $(1 - \text{Market Value Aid Ratio}) \times \text{Weighted Average Daily Membership}$

⁴ Contribution calculation - $\text{Weight Factor} \times \text{Excess Expenditures} / \text{Total Weight Factor}$

⁵ Does not include any extra subsidy that may be withheld by PDE.

Excess Expenditures for 2024-25 set at: \$902,460

Note:

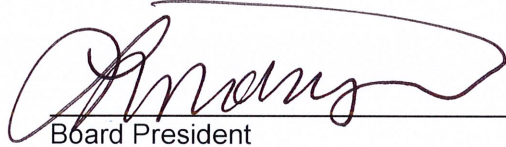
The final contribution amount for each district for 2024-25 will vary from the number above. The Pennsylvania Department of Education hasn't issued preliminary MV AR and preliminary WADM. Inputting updated variables into the schedule when determined will cause the contributions for individual school districts to increase or decrease depending on how much the variables for each district changed in relation to the other districts.

RESOLUTION

Regarding the Capital Area Intermediate Unit General Operating Budget for the 2024-25 Fiscal Year

Section 9-964(6) of the Pennsylvania School Code of 1949 as amended, requires that each intermediate unit budget "shall be approved by (i) at least a majority of the school districts comprising the intermediate unit; and (ii) at least a majority of the proportionate votes of all school directors".

At a meeting held on April 8, 2024,
by a vote of 9 aye to 0 nay, with 0 abstaining and 0 absent,
as recorded in the minutes, the members of the School Board of the
Derry Township School District,
a member of the Capital Area Intermediate Unit, approved ✓ or disapproved _____
the General Operating Budget of the Capital Area Intermediate Unit for the 2024-25 fiscal year.

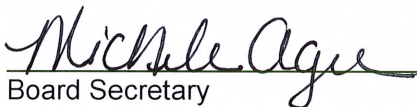


Board President

April 8, 2024

Date

Attest:



Board Secretary

April 8, 2024

Date

Instructions: Please e-mail this completed form as a PDF to dmoran@caiu.org, or send by US Postal Service to Daren Moran, CAIU Business Office, 55 Miller Street, Enola, PA 17025. Each school district is required to file a copy of this form with the CAIU and it is made part of the CAIU budget file to confirm compliance with PA School Code Section 9-964(6).

ADMINISTRATIVE REGULATION

**DERRY TOWNSHIP
SCHOOL DISTRICT**

APPROVED: December 1, 2022

REVISED:

702-AR-1. INTENT TO GIVE GIFT/GRANT/DONATION FORM

I/We are requesting the Board to accept our intent to provide a gift, grant or donation to the district in order to support and supplement the district's educational and/or student activities program.

Name of individual, group or agency: Michael Angello, Trojan Youth Wrestling

Contact person if group or agency: Michael Angello

Address: 1927 Gristmill Circle
Hershey, PA. 17033


District program, school or grade level to be recipient: HHS Wrestling Team

Purpose of gift, grant, donation: Update mat room with newer and
safer wall mats and wrestling mats.
Donation made For mat room Modernization

Amount of gift, grant, donation: \$45,000.⁰⁰

The district will make every effort to honor the intent of the donor in the use of the gift, but it reserves the right to utilize any gift in the best interest of the district's educational program.

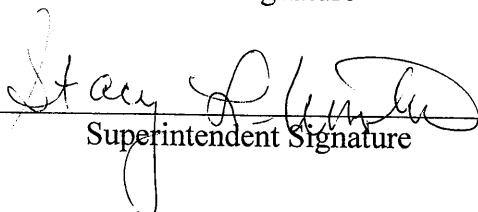
I attest that there are no encumbrances against this gift to the district.



Donor Signature

2/28/24

Date



Superintendent Signature

3/25/24

Date

AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT made as of this 8 day of April 2024.

BETWEEN the Owner:

**Derry Township School District
30 E. Granada Avenue
P.O. Box 898
Hershey, PA 17033
(717) 534-2501
(717) 533-4357, fax**

and the Contractor:

**Hellas Construction, Inc., a Texas corporation
12000 West Parmer Lane
Austin, TX 78613
(512) 250-2910
(512) 250-1960, fax**

for the following Project:

**Hershey Area High School
Remove and Replace Synthetic Turf Field and Overpour Existing Track Surfacing**

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS AND SCOPE OF PROJECT

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project.

The entire agreement between Owner and Contractor with respect to the work required is expressed in this Agreement. This Agreement supersedes all proposals and negotiations not expressly set forth in this Agreement. This Agreement may not be changed or modified unless such change or modification is made in writing and signed by Owner and Contractor. Notwithstanding anything to the contrary, Contractor is not responsible for errors, inconsistencies, or omissions in the drawings or specifications, or other design documents not prepared by Contractor, including their failure to comply with applicable laws, statutes, ordinances, codes, rules or regulations, or requirements of governmental authorities. The Contract Documents consist of this Agreement and change orders mutually approved in writing by Contractor and Owner.

§ 1.2 This Agreement is comprised of the following documents:

1. Agreement Between Owner and Contractor.
2. Hellas Construction, Inc. proposal dated March 21, 2024, attached hereto as "Exhibit A" and incorporated herein by reference and made part of this Agreement to the same extent as if fully set forth herein.
3. Geotechnical Report, if any, prepared in the future related to the scope of Work, shall be considered incorporated herein by reference and made part of this Agreement to the same extent as if fully set forth herein.
4. Contractor's Cooperative Contract, entitled COSTARS-014-E22-296 Recreational & Fitness Equipment and Services, incorporated herein by reference and made part of this Agreement to the same extent as if fully set forth herein.

§ 1.3 The Contractor shall complete the Work per Hellas Construction, Inc.'s proposal dated March 21, 2024, and attached hereto as "Exhibit A" and made part of this Agreement to the same extent as if fully set forth herein.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

May 13, 2024

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as a result of weather delays or causes beyond Contractor's control or as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

July 1, 2024

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum total value is made up of the following:

**ONE MILLION FORTY-SIX THOUSAND SIX HUNDRED EIGHTY UNITED STATES DOLLARS
AND NO CENTS (\$1,046,680.00)**

§ 3.2 Alternates, included in the Contract Sum:

- Alternate #1 - Helix Turf System	Included in base price
- Alternate #2 - WAVE Shock Pad	\$133,855.00
- Alternate #3 - 5mm Overpour	\$267,775.00

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

§ 4.2 The Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. **Each payment due to Hellas Construction, Inc. under this Agreement shall be paid by check, ACH, or wire transfer of funds to Hellas Construction Inc.'s account ending in 3135 from Plains Capital Bank only.** If made by wire transfer, such payments shall be marked so as to refer to this Agreement.

§ 4.3 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.4 Provided that an Application for Payment is received by the Owner not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifteen (15) days after the Owner receives the Application for Payment.

§ 4.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Owner may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 4.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 4.7 The amount of each progress payment shall first include:

1. That portion of the Contract Sum properly allocable to completed Work;
2. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

§ 4.8 The amount of each progress payment shall then be reduced by:

1. The aggregate of any amounts previously paid by the Owner;
2. The amount, if any, for Work that remains uncorrected and for which the Owner has previously withheld payment;
3. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
4. For Work performed or defects discovered since the last payment application, any amount for which the Owner may withhold payment, or nullify a Certificate of Payment in whole or in part; and
5. Retainage withheld pursuant to Section 4.10.

§ 4.9 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

§ 4.10 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold 2% as retainage from the payment otherwise due.

ARTICLE 5 INSURANCE AND BONDS

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the completion of the work, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than one million dollars each occurrence, two million dollars general aggregate, and two million dollars aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million dollars per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than one million dollars each accident, one million dollars each employee, and one million dollars policy limit.

§ 5.2 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.14.

§ 5.3 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.4 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

§ 5.5 Owner's Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.6. Builder's Risk Insurance

Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter Owner shall: (1) continue the insurance policy required under this Section or (2) replace, if necessary, the insurance policy required under this Section with property insurance written for the total value of the Project that shall remain in effect until expiration of all applicable warranty periods. If the insurance required by this Section is subject to deductibles or self-insured retentions, Owner shall be responsible for all loss not covered because of such deductibles or retentions. If the Work involves remodeling an existing structure or constructing an addition to an existing structure, Owner shall purchase and maintain, until the expiration of all applicable warranty periods, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work, and Owner shall be responsible for all co-insurance penalties. Prior to commencement of the Work, Owner shall provide evidence of the coverage required under this Section and, upon Contractor's request, provide a complete copy of the property insurance policy or policies required by this Section. Within three (3) business days of the date Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section, Owner shall provide notice to Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of Contractor: (1) Contractor, upon receipt of notice from Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either Owner or Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) Owner waives all rights against Contractor and its subcontractors/suppliers of any tier to the extent any loss to Owner would have been covered by the insurance had it not expired or been cancelled.

§ 5.7 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

Type	Penal Sum (%)
Payment Bond	100%
Performance Bond	100%

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations. Contractor's scope of work under this Agreement is stated under Article 1.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email delivery to that other party's representative.

§ 6.5 The Owner's Representative:

Dr. Stacy Winslow, Superintendent
Derry Township School District
30 E. Granada Avenue
P.O. Box 898
Hershey, PA 17033
Phone: (717) 534-2501
Fax: (717) 533-4357
E-mail: swinslow@hershey.k12.pa.us

§ 6.6 The Contractor's Representative for Project Management and Change Orders under \$50,000:

Designated Project Manager
Hellas Construction, Inc.
12000 West Parmer Lane
Austin, TX 78613

§ 6.7 The Contractor's Representative for Change Orders Over \$50,000, Claims and Disputes:

Frank Petrini, Chief Operating Officer
Hellas Construction, Inc.
12000 West Parmer Lane
Austin, TX 78613
Phone: (512) 250-2910
Fax: (512) 250-1960
E-mail: fpetrini@hellasconstruction.com

With copy to:

Hellas Construction, Inc.
Attn: Hellas In-House Counsel
12000 West Parmer Lane
Austin, TX 78613
E-mail: legal@hellasconstruction.com

ARTICLE 7 OWNER**§ 7.1 Information and Services Required of the Owner**

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.2 Contractor's Construction Schedule

The Contractor, upon request by the Owner, shall prepare and submit a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor may make substitutions with the written consent of the Owner through a Change Order.

§ 8.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Price Escalation – Materials and Supplies

In entering into this contract, the Owner and the Contractor acknowledge that supply and material prices are subject to escalation at any time after the execution of this Contract due to, without limitation, natural disasters, war, terrorism, domestic (both regional and national) and international market supply, demand or pressure, or other causes beyond the control of contractor. The parties to this Contract anticipate such escalations due to recent events affecting materials markets and anticipate that future events may cause further escalation; however, neither party can anticipate the magnitude of such escalation or the materials that may be affected. The Contractor agrees to use reasonable efforts to obtain materials at the most competitive available prices and in such time so as to avoid delay to the Work. The parties have further agreed that the Contractor shall be responsible for all the costs resulting from the escalation. The parties agree that the Contract Price shall be adjusted by Change Order to compensate the Contractor for the escalated price of such materials. The Contractor shall provide satisfactory documentation to the Owner and the Architect or Engineer, if one is so designated by the Contract Documents, to establish and demonstrate the difference between the Contractor's actual cost of any given material subject to escalation and the cost originally estimated by the Contractor. Prior to incurring additional costs for any material for which Contractor will seek a Change Order under this paragraph, the Contractor shall provide written notice to the Owner and the Architect or Engineer, if there is one. Should any material or supply become commercially unavailable, the Contractor shall be entitled to an

adjustment to the construction schedule through an extension of the Contract Time for the delay caused directly or indirectly by such commercial unavailability, unless the Owner and the Architect or Engineer promptly direct the use of an alternate material that is commercially available. The Contract Price shall be either increased or decreased by Change Order for the difference in price between the commercially unavailable material and the alternate material directed by the Owner and the Architect or Engineer if there is one.

§ 8.6 Warranty

Contractor warrants that the Work shall be executed in a good and workmanlike manner and in accordance with the Contract Documents. Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. Contractor is not responsible for any damage to finished components, systems, or other project elements caused by external forces beyond Contractor control or beyond design parameters not prepared by Contractor. If, prior to Substantial Completion and within one year after the date of Substantial Completion of the Work, any portion of the Work is found to be not in conformance with the Contract Documents, Owner shall promptly notify Contractor in writing. Unless Owner provides written acceptance of the condition, Contractor shall promptly correct the issue at its own cost and time and bear the expense of additional services required for such correction, provided that such work is covered by Contractor's warranty. Owner waives all claims and rights of recovery under Contractor's warranties, which are Owner's exclusive remedies, if Owner fails to furnish written notice to Contractor within the warranty period. ALL OTHER WARRANTIES ARE DISCLAIMED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR OTHERWISE. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.4.2.

§ 8.7 Taxes

The contract sum includes sales tax on materials. Any additional taxes, including but not limited to, consumer, use, and similar, assessed by any governmental entity arising as a result of the performance of the work under this agreement are excluded from the contract sum. Any such taxes required, shall be paid to Contractor by the Owner in addition to the contract sum herein.

§ 8.8 Prevailing Wages

Contractor is required by law to pay prevailing wages unless the project is not subject to prevailing wages as confirmed by the Owner. If after execution of this Agreement, prevailing wages are found to be required and were not included in the contract sum per Owner's instructions, these shall be paid to Contractor by the Owner in addition to the contract sum herein, as well as any fees and/or penalties assessed by the State for non-compliance of this requirement. The contract sum shall be adjusted by change order accordingly.

§ 8.9 Permits, Fees and Notices

§ 8.9.1 The Contractor shall obtain the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work at Owner's expense.

§ 8.10 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Owner shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.11 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.12 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.13 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.14 INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER AND OWNER'S TRUSTEES, CONSULTANTS, OFFICERS, OWNER'S AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN TO THE WORK ITSELF), BUT ONLY TO THE EXTENT CAUSED BY THE WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, OR ANYONE WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER. SUCH OBLIGATIONS SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 8.14. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES.

§ 8.14.1 IN ADDITION TO THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE OWNER AND OWNER'S TRUSTEES, CONSULTANTS, OFFICERS, OWNER'S AGENTS AND EMPLOYEES OF ANY OF THEM (THE "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, BUT ONLY TO THE EXTENT CAUSED BY THE WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, OR ANYONE WHOSE ACTS THEY MAY BE LIABLE. THE INDEMNIFICATION OBLIGATIONS UNDER THIS SUBSECTION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR OWNER UNDER WORKER COMPENSATION ACTS, DISABILITY BENEFITS ACTS OR OTHER EMPLOYMENT BENEFIT ACTS.

§ 8.14.2 For claims against any person or entity indemnified under this Section 8.14 by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 8.14.1 shall not be limited

§ 8.15 Limitation on Damages Owner and Contractor waive any right to recover consequential, special, indirect, incidental, or similar damages arising out of or relating to this Agreement or the Work, regardless of the legal theory under which such damages may be sought. Contractor's aggregate liability for damages arising out of or relating to this Agreement or the Work may not exceed 100% of the Contract Price, regardless of the legal theory, whether in contract, tort or otherwise, under which any damages may be sought. Notwithstanding the foregoing, any limitation of liability of liability, shall not limit or exclude Contractor's obligation for the completion of the Work or any assumed liabilities or obligations contained under the Agreement. However, in no event shall the limitation of liability outlined under this Section limit or exclude Contractor's liability for willful misconduct or gross negligence or recklessness or illegal or unlawful acts.

ARTICLE 9 ARCHITECT – NOT APPLICABLE

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

§ 10.3 Change Orders

§ 10.3.1 A Change Order is a written instrument prepared by the Contractor and signed by the Owner, and the Contractor stating their agreement upon all of the following:

1. The change in the Work;
2. The amount of the adjustment, if any, in the Contract Sum; and
3. The extent of the adjustment, if any, in the Contract Time.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes caused by acts or omissions of Owner or its architect, engineer, consultants, or contractors, changes in the Work or the sequencing of the Work ordered by Owner, decisions of Owner that impact the time of performance of the Work, or encountering hazardous materials, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, Contractor shall be entitled to an equitable adjustment in the Contract Time. Costs caused by such delays or by improperly timed activities shall be borne by the responsible party.

§ 11.3 Force Majeure

Neither Owner nor Contractor shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this Agreement is caused by events or conditions beyond the reasonable control of that party and are not due to the negligence or willful misconduct of such party. For purposes of this Agreement, such events and conditions shall include but are not limited to acts of God or public enemy, war, riot or civil commotion, strikes/labor disputes, epidemic, pandemic (excluding the novel virus otherwise known as coronavirus or "COVID-19", except for instances of impacts related to re-introduced governmental shutdowns following the execution of this Agreement), fire, adverse weather, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. The party impacted by such event or condition shall provide prompt written notice to the other party, including the date of inception of such event or condition and the extent to which it has or is reasonably expected to affect performance and shall undertake all reasonable efforts to mitigate the impact of such event or condition.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Progress Payments

§ 12.3.1 The Owner shall make payment in the manner provided in the Contract Documents. Should the Owner find reason to withhold payment or partial payment to the Contractor, Owner shall notify the Contractor within seven days of receipt of the Application for Payment. If notification is not made and Owner fails to submit payment as per the manner provided in the Contract Documents, Contractor may stop the Work until payment of the amount owing has been received. The Contract time and Contract Sum shall be equitably adjusted due to the delay.

§ 12.3.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.3.3 The Owner shall have responsibility for payments to a subcontractor or supplier.

§ 12.3.4 If the Work is stopped under Section 12.3 for a period of (fourteen) calendar 14 days through no fault of the Contractor, the Contractor may, upon seven (7) additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 12.4 Substantial Completion

§ 12.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.4.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Owner who will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete, the Owner shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all punch list items, if any, accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.4.3 If the Work is occupied or otherwise utilized by Owner, before Substantial Completion of the Work, the Work shall be deemed to be Substantially Complete.

§ 12.5 Final Completion and Final Payment

§ 12.5.1 Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the punch list items complete, if any, the Owner will issue a final payment within fifteen (15) calendar days.

§ 12.5.2 Final payment shall not become due until the Contractor submits to the Owner any releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract if requested in writing at or before the time of Substantial Completion, otherwise final payment shall be due within fifteen (15) calendar days of Owner's acceptance as per 12.5.1.

§ 12.5.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct deficient Work rejected by the Owner if the Work fails to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange, and the Owner shall bear cost of tests, inspections, or approvals required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Owner requires additional testing, the Contractor shall perform those tests at the Owner's expense.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed and construed under the laws of the state in which the Project is located, without regard to conflict of laws provisions.

§ 15.4 Mediation

The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the terms of this Section. Request for mediation shall be initiated by giving the other party written notice. The parties agree to discuss in good faith with each other and with the mediator the exchange of relevant information prior to or during mediation if, in any party's view, such an exchange is necessary to engage in meaningful settlement discussions. Unless excused by the mediator, representatives of each party who have authority to resolve the dispute shall attend the mediation sessions. The parties agree that it, in the mediator's judgment, the attendance of non-signatories to the Agreement is necessary to or desirable in resolving the dispute, the mediator has discretion to request the voluntary attendance of those persons. The parties further agree that they will use their best efforts to obtain the voluntary attendance at mediation of all such non-signatories with whom they have a relationship or over whom they have influence or control. The initial mediation session will occur at a time mutually agreed on by the parties in consultation with the mediator, though no later than thirty (30) calendar days from service of the initial notice, unless otherwise agreed by the parties and the mediator. If the parties are unable to settle through mediation the matters to be mediated pursuant to this agreement, and the matter proceeds to arbitration, the parties may by mutual agreement engage in further attempts to settle the dispute by mediation or other non-binding dispute resolution methods. It is the parties' intention that further mediation efforts be by mutual agreement only, and not by court order. The mediation mandated in this clause shall satisfy the requirements, if any, of court-annexed alternative dispute resolution programs.

The mediation will be deemed to continue, and thus not to have concluded, until: (a) a written settlement agreement is executed by all parties; or (b) the mediator gives written notice of conclusion of the mediation to the parties; or (c) a party gives written notice of withdrawal. No party may withdraw from the mediation until three (3) business days following the initial mediation session. Thereafter, if the matter has not been resolved, either party may by written notice withdraw from the mediation. Except as otherwise provided in this agreement, no party may initiate arbitration prior to the conclusion of mediation as defined by this paragraph.

The mediator will be chosen by mutual agreement of the parties. If the parties cannot reach agreement on selection of a mediator within five (5) business days after service of the notice initiating mediation, then either party may initiate arbitration in accordance with the terms of this Contract which shall be subject to abatement until such time as the tribunal appoints a mediator of the tribunal's choosing and the authorized mediation process is concluded.

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

§ 15.5 Binding Dispute Resolution

§ 15.5.1 For any Claim subject to, but not resolved by, mediation pursuant to Section 15.4 the method of binding dispute resolution shall be arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract,

and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.5.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

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

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

§ 15.6 Attorneys' Fees

If one party to this Agreement institutes arbitration with the other party arising out of this Agreement, or performance under or any alleged breach of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable and necessary attorneys' fees and expenses. The prevailing party is that party which, in light of the claims, counterclaims and defenses asserted, is afforded greater relief by arbitration award or court judgment.

§ 15.7 Small Unmanned Aircraft (Drones)

§ 15.7.1 The Contractor shall operate any Small Unmanned Aircraft as required by 14 C.F.R. Part 107, as applicable, and in accordance with any other applicable federal or state laws and regulations.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Owner for Cause

§ 16.1.1 The Owner may terminate the Contract if the Contractor

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors unless breached by subcontractors;
3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4. otherwise materially breaches a provision of the Contract Documents.

§ 16.1.2 When any of the above reasons exist, the Owner may, after giving the Contractor and the Contractor's surety, if any, seven (7) calendar days' written notice, terminate employment of the Contractor and may

1. take possession of the site and of all materials thereon owned by the Contractor, and
2. finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.1.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.1.1, the Contractor shall be paid for work completed by the Contractor up until the date of receipt of Owner's termination notice. Notwithstanding the foregoing, Owner shall have a right to determine the amount of final payment to be made to the Contractor. In determining the amount of final payment to Contractor, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; further, an adjustment shall be made to the extent of any actual and direct costs incurred by the Owner due to a termination for cause.

§ 16.1.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. This obligation for payment shall survive termination of the Contract.

§ 16.2 Termination by the Owner for Convenience

§ 16.2.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause under prior written notice to the Contractor.

§ 16.2.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate, or cause to be terminated all existing Project agreements, including agreements with the Architect, Consultants, Contractors, Subcontractors, sub-tier vendors/suppliers and purchase orders, and enter into no further Project agreements and purchase orders.

§ 16.2.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination including but not limited to actual and direct costs associated with terminating Project agreements or assigning to the Owner, costs associated with demobilization of Contractor's labor equipment, material and preparation and hand-over of any required documentation required or requested by the Owner, along with reasonable overhead and profit on the Work not executed.

§ 16.3 Termination by the Contractor

§ 16.3.1 The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
3. Because the Owner has not made a payment and has not notified the Contractor of the reason for withholding payment within the time stated in the Contract Documents; or

§ 16.3.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, repeated suspensions, delays, or interruptions of the entire Work by the Owner, Owner's representatives or other contractors hired by Owner constitute in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 16.3.3 If one of the reasons described in Section 16.3.1 or 16.3.2 exists, the Contractor may, upon seven (7) calendar days' notice to the Owner and/or Architect, terminate the Contract and recover from the Owner payment for Work executed, reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination to cover such costs including but not limited to demobilization of Contractor's equipment, material and employees and preparation and hand-over of any required documentation required or requested by the Owner.

§ 16.3.4 If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional calendar days' notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 16.3.3.

ARTICLE 17 OTHER TERMS AND CONDITIONS

§ 17.1 Joint Drafting

This Agreement was jointly drafted, and Owner and Contractor had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of Owner or Contractor Party, but rather shall be construed in a neutral manner.

§ 17.2 No Waiver

Unless otherwise provided in the Agreement, the failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

§ 17.3 No Third Party Beneficiaries.

This Agreement is solely for the benefit of the signatories hereto.

§ 17.4 Entire Agreement

The terms and conditions set forth herein constitute and represent the entire and integrated Agreement between the parties hereto and supersedes all prior contemporaneous negotiations, representations, understandings or agreements, either written or oral. This Agreement shall not be modified except by a written instrument signed by the authorized representatives of parties.

§ 17.5 Severability

Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If any provision of this Agreement, or portion thereof, is found invalid, only such provision or portion thereof shall be ineffective and no other terms in the remaining provisions of this Agreement or valid portions of such provision shall be affected.

§ 17.6 Amendment


The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by both Owner and Contractor ("Modification"). No person is authorized on behalf of Owner or Contractor to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the parties' duties or obligations under or arising out of the Contract Documents. No "constructive" changes shall be allowed.

§ 17.7 CONSENT TO CONTRACTING BY ELECTRONIC MEANS. By entering into and executing this Agreement using electronic signatures, Owner and Contractor consent and intend to, but shall not be required to: (i) conduct this transaction by electronic means and (ii) use electronic signatures and records in connection with this Agreement, other documents issued under this Agreement, and any amendments thereto. Owner and Contractor agree and intend for their respective electronic signatures hereto to be given full legal effect and enforceability for the purposes of any applicable law. The Agreement also may be executed in two or more counterparts, all of which taken together shall constitute one document.

SIGNATURES

This Agreement entered into as of this day and year. Photocopy, scanned and/or electronic signatures are legally binding and intended to be given full force and effect in execution of this Agreement.

OWNER:
DERRY TOWNSHIP SCHOOL DISTRICT


Lindsay K. Drew, President, School Board

CONTRACTOR:
HELLAS CONSTRUCTION, INC.


Tyler Pufahl, Chief Estimator

April 8, 2024
DATE

EXHIBIT "A"



March 21, 2024

John Fready

Hershey Area High School

550 Homestead Road

Hershey, PA 17033

ifready@hershey.pa.k12.us

717-659-1575

RE: Remove and Replace Synthetic Turf Field and Overpour Existing Track Surfacing

Hellas is pleased to provide you with this proposal. Pricing is based on Hellas' current cooperative contract entitled [COSTARS-014-E22-296 Recreational & Fitness Equipment and Services](#). Through this contract, Hellas' products have been competitively and lawfully bid providing member schools and agencies with quality and preferential pre-priced products and services.

General Conditions

Hellas will:

1. *Provide project Insurance, Supervision and Mobilization.*
2. *Provide construction surveying, layout, and staking.*
3. **Provide performance and payment bonds.**
4. *Provide, prior to construction, six sets of construction drawings.*
5. *Provide, prior to construction, all required submittals.*
6. *Provide, prior to construction, track lane and event marking drawings.*
7. *Provide final punch-out and clean-up of the completed project.*
8. **Prevailing wages**
9. **Tax included**
10. This proposal assumes a start date of June 2024. Pricing to be adjusted if the start date is rescheduled to a later date.

BASE PROPOSAL

TURF REPLACEMENT

Hellas scope of work:

1. *One mobilization*
2. *Track bridge for protection*
3. *Remove existing turf system and dispose off-site*





4. Grading – Regrade existing finish aggregate layer (includes 2 loads of finishing stone for base remediation).
5. Synthetic Turf - Provide and install 95,358 square feet of **matrix helix® 50 oz. 2.25" pile height**, 100% Polyethylene Extruded Monofilament synthetic turf system with the noted installation options listed below.
 - Inlaid markings for the sports of football, soccer, and field hockey
 - End Zone letters per attached rendering
 - Center Logo per attached rendering
 - Proprietary "RealFill" (patent no. 6,800,339 B2) installation of selectively graded aggregate and ambient ground SBR rubber
 - Gmax testing
 - Provide 8-year manufacturer warranty

****After synthetic turf installation is complete, Hellas will provide an operation and maintenance orientation for care of the turf field****

****No price for existing shock pad, aggregate base and/or subgrade is being provided. Hellas can make no assumptions and assumes no liability as to the fitness and usability of the existing shock pad, aggregate base and/or subgrade****

<u>Base Proposal Price</u>	<u>\$645,050.00</u>
<u>ADD for Removal and Replacement of Existing Nailer Board (8' Min)</u>	<u>\$16.50 Per Lineal Foot</u>
<u>ADD for Hellas Turf Grooming Equipment</u>	<u>\$12,500.00</u>

Alternate #1

Helix Turf System

Hellas scope of work:

1. **HELIX** fiber is a monofilament fiber twisted when manufactured to reduce infill migration, infill splash and maintains the fibers vertical stability throughout the lifetime of the field

Included in Base Proposal Price



Alternate #2

WAVE Shock Pad

Hellas scope of work:

1. Provide and install WAVE shock pad
2. This option will reduce pile height of turf to 2"

****If WAVE shock pad is selected, Hellas will include a 10-year manufacturing warranty in lieu of the 8-year manufacturing warranty****

Add to Base Proposal Price

\$133,855.00

Alternate #3

5mm Overpour

Hellas scope of work:

1. One mobilization
2. Make all necessary surfacing repairs to existing track oval and events
3. Clean and prime existing events and track oval as needed
4. Apply 5mm red surfacing
5. Strip, mark, and certify 400m running track lane lines and event markings

****No price for asphalt pavement repair is being provided. Hellas will inspect the asphalt pavement with the Owner prior to any surfacing application. Hellas can make no assumptions and assumes no liability as to the fitness and usability of the asphalt pavement during removal/installation operations****

Add to Base Proposal Price

\$267,775.00

EXCLUSIONS

1. Any item of work not specifically listed above.
2. Any form of subgrade stabilization.
3. Aggregate base repairs.
4. Existing drainage system repairs.
5. Construction materials inspection and testing.
6. Geotechnical Investigation.
7. Rock excavation or haul off.
8. Any embankment or processing of imported soils.
9. SWPPP/Erosion control.
10. Any concrete work outside the scope of this proposal.
11. Any asphalt paving outside the scope of this proposal.




12. Any electrical work.
13. Any fence work.
14. Engineering.
15. Construction materials inspection and testing.
16. Supply or installation of perimeter safety or construction fencing.
17. Site security.
18. Any Allowances or Contingencies.
19. Any permits or fees, including any utility impact fees generated by construction improvements.
20. The owner shall provide ingress/egress for ALL personnel, equipment, and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.
21. General Contractor to supply secure laydown area for Hellas materials.

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

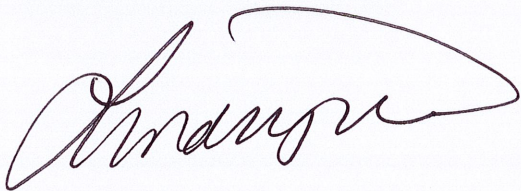
Hellas looks forward to the award for this project and is eager to work with you.

****Pricing valid for 14 days from the date of this proposal. If negotiations continue beyond the 14-day window, a revised proposal will be required****

John Burkus


Northeast/Great Lakes Estimator
(512)348-3196
JBurkus@Hellasconstruction.com

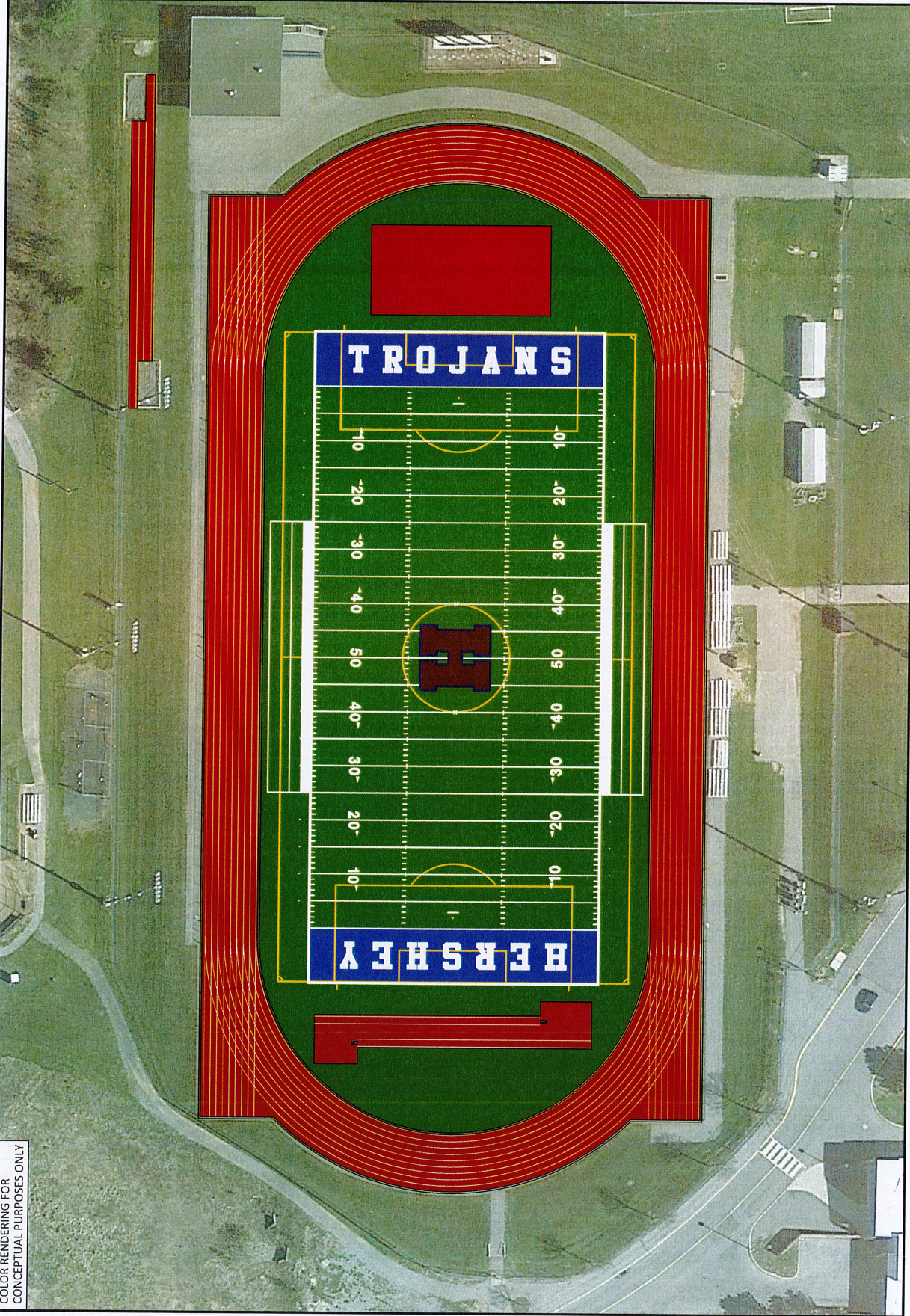
Signature of Approval:



Date:

April 8, 2024

COLOR RENDERING FOR
CONCEPTUAL PURPOSES ONLY



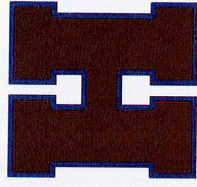
Helas Construction, Inc.
(P) (517) 250-2910
21000 West Palmer Lane
Hershey, PA 17033
www.helasconstruction.com

OWNER: York School District
Hershey High School
1000 West 10th St, Hershey, PA 17033
(717) 533-2272

PROJECT:
SYNTHETIC TURF FOOTBALL FIELD
& 8-LANE RUNNING TRACK &
FIELD EVENTS SURFACING
HERSHEY, PENNSYLVANIA

matrixTURF

epiqTRACKS



COMMENTS:
Drawing scale accurate ONLY when printed on 11x17
paper. For visual purposes only, actual color may vary.

CREATED BY: RAV

ALL DRAWINGS AND MATERIAL SPECIFICATIONS SHALL
CONSIST OF ORIGINAL UNPUBLISHED WORK AND MAY NOT BE
REPRODUCED OR DISCLOSED WITHOUT THE WRITTEN
CONSENT OF HELAS CONSTRUCTION, INC.

DATE: MARCH 21, 2024

REVISION:
REV-1

SHEET TITLE:
COLOR RENDERING
SHEET NUMBER:
1



SCALE: 1:50
0 25 50 75

All-in!

Executive Director's Report | March 2024

NEWSLETTER



CAIU Board of Directors

Melanie Gurguiolo, *President, Camp Hill*
John Kaschak, *Vice President, Lower Dauphin*
David Barder, *Upper Dauphin*
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Patrick Shull, *Newport*
Lauren Silvers, *Central Dauphin*
Gerald Schwille, *Northern York County*
Micheal 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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- 9 Mission Moments: KSCA Teacher of the Cycle; Share the Love Family Night at Foose Elementary School
- 10 Trainings and Events; I'm fine. Exhibit
- 11 New Hires; Compliment Corner



On the Cover: Students from an autism support classroom run by the CAIU went to the movies.

CAIU's Organizational Goals



Making it easier to do business with us



Improving staff retention, recruitment, and recognition



Fostering a culture of dignity and belonging

Do you have a story about staff or students living our values, being great, or changing lives? Share these successes via email for All-In or social media to communications@caiu.org.

Deadline for April All-In: Friday, March 29

All-in! NEWSLETTER

Executive Director Report
All-In! Newsletter
March 2024
2023-2024, Issue 9
©Capital Area Intermediate Unit



CAIU Main Office

55 Miller Street
Enola, PA 17025
www.caiu.org
Email: info@caiu.org
Phone: 717.732.8400

Please like us on social media!





From the Executive Director's Desk



How Might You Bloom This Spring?

By **Dr. Andria Saia**, *Executive Director*

March 19 was the first day of spring, a time of year that makes me think about the renewal of spring after winter. Trees and flowers bloom signaling that the cycle of growth has begun again. This got me to thinking, what if people chose to let the spring similarly start a cycle of renewal where we “bloom,” opening up to all the possibilities we have to expand our positive impact in the world?

So why write about blooming? It may sound silly, but I think we underestimate our abilities to change, to choose to thrive, to live our best lives. We lose sight of the power we have in our own lives, to be the drivers, and not just a passenger. Frankly, it can be a bit daunting, maybe even scary to own our path, but with belief and action, all things are possible.

What do we need to bloom? We need to tend our own gardens, metaphorically. Like plants, we need our basic needs met. This means meeting your physical needs for rest, sunlight, water, nutrients (healthy food), physical movement, and of course human connection and belonging. If you are missing any of these too often, your first action is to find a way to ensure you are meeting your basic needs.

Another pair of critical nutrients we need to bloom and thrive are self-compassion and grace. Self-compassion is the way you treat yourself when things don't go as planned. Instead of being critical and harsh, recognize that one moment does not define you or diminish your worth. Treat yourself with compassion and you will be mindful as you process your emotions and be open to new experiences rather than focusing on perceived

limitations or failings. Grace is compassion turned outward towards another. Where you can find grace for another, instead of scorn or judgment, you will have the opportunity to develop supportive connections. If you can find your way to being kind to yourself and kind to others, even in our worst moments, you will feel peace even in stressful moments.

What else do you need to bloom? Joy! Find time to be with people who bring you joy and engage in activities that bring you joy. These can be simple and short such as coffee with a friend, sharing something that makes you laugh, a moment of meditation, or even something longer like reading a great book or traveling – my personal favs.

The last thing you need to bloom and live your most beautiful life, is to get your bucket filled more often than not. Together we can ensure that everyone's contributions and presence are valued, that their unique experience, perception and ideas are accepted, and that the team is all connected to the work they are doing and the people they do it with. Finding an obstacle to your growth? Speak with your supervisor about how they can assist you.

Ensuring that your basic needs are met, you will better be able to live aligned to your purpose, and be happy, healthy and, well, blooming. 🍏





MARCH IS NATIONAL SOCIAL WORK MONTH

By **Julie Mestemaker, LCSW, CJSOTS**, *Social Worker*

March is National Social Work Month—a time to celebrate the great profession of social work! The CAIU employs **30 Pennsylvania Department of Education certified and Pennsylvania State Board licensed social workers** in various programs, including Hill Top Academy, itinerant, in-district, CAMhP, Aid to Non-Public Schools, Center Point, ELECT, PaTTAN, and Early Intervention.

School social work is a specialized area of practice that brings exceptional knowledge and skills to the school system and the student services team.

The 2024 theme for National Social Work Month is **“Empowering Social Workers.”** Empowerment can be defined as, “the process of becoming more confident and stronger,” and our social workers exude empowerment in the work they do with students, staff, schools, families, communities everywhere! This year’s theme of empowerment is well-timed as social workers are currently being impacted by two growing trends: the increase in intensity, frequency, and complexity of needs of students, families, and communities; and the

growing recognition and acceptance of the need for mental health services in schools.

According to the most recent CDC statistics, gun violence and suicide are the leading causes of death for children and youth up to age 19. All the factors that contribute to these causes of death (mental health, trauma, discrimination and other inequities, exposure to violence, housing instability, lack of belonging, you name it and I guarantee a social worker is elbows deep in that issue), are all the areas social workers work daily to impact social change and empower students, families, and communities to feel better and be safer.

Please join me in celebrating our incredible social workers this month! Each of you do remarkable, innovative, life changing work daily to support students, families, schools, and communities. You are #ChangingLives. Thank you. You truly make the world a better place. **Happy Social Work Month!** 🍏

#ChangingLives

Facilities Managers' Group Provides Scholarships

In any building, they are the unsung heroes, the folks working behind the scenes to ensure everything runs like a well-oiled machine. They're called janitors, maintenance workers, facility managers, or sometimes miracle workers. At the height of the COVID pandemic, they were the reason schools were able to stay open.

The Central Region School Facility Managers (CRSFM) is a Pennsylvania Association of School Business Officials (PASBO) Regional Chapter of facility managers and operations professionals from school districts located in Adams, Cumberland, Dauphin, Franklin, Perry, and York Counties. Established in 1987, the chapter meets monthly with the goal of sharing information and ideas, supporting peers, and striving for excellence in school district facility operations. The chapter currently has members representing 39 school districts in Intermediate Units 12 and 15.

In 2022, the group began using its annual staff training day, which is also a trade show, as a pathway to provide scholarships to students who are pursuing careers in a field related to facilities, to include trades, engineering, architectural and like fields.



The first year, they gave away **\$21,000 to nine well-deserving students**. Their goal was to surpass that and award **\$30,000 this year**, which they have met that goal.

Often with scholarships, the driving factor in determining the award is GPA and therefore students in the top of the class typically get the most scholarships. GPA is not the deciding factor for the CRSFM; the scholarship committee looks beyond just grades, such as commitment to a trade that directly benefits school facilities.

Students from any district that is a paid member in the regional group are able to apply.

The goal is to increase awareness of the need for these types of roles—not just at schools, but in all workplaces everywhere—and to recognize the hard work of the students going into trades like HVAC, plumbing, electrical, welding, engineering, etc.

The scholarships opened January 2024 and closed on March 22, 2024. Scholarships for next year will open in January 2025. 🍏

For more information, email
crsfmscholarship@gmail.com.



The Imperative of Leadership and Professional Development in Education

By Dr. Kevin Roberts, *Assistant Executive Director* and Maria Hoover, *Educational Services Director*

Within the educational domain, leadership assumes a pivotal role in sculpting the trajectory of students, faculty, and wider communities. The dynamic nature of the educational landscape necessitates visionary leaders equipped not only with a comprehensive understanding of institutional challenges but also possessing the acumen to navigate and surmount them. While innate talents may predispose certain individuals to leadership success, it is imperative to recognize leadership as a skill honed through continual dedication and focus. This article underscores the paramount importance of professional development for educational leaders, particularly superintendents, assistant superintendents, and curriculum directors, in facilitating effective support and cultivating high-quality educational leadership. Through an exploration of the critical role of leadership in education, it emphasizes the ongoing necessity of meaningful professional development initiatives aimed at enhancing educational leadership prowess.

At the helm of any successful school district is a leader with a clear and compelling vision. Within this role, superintendents must possess the foresight to anticipate changes, set ambitious goals, and establish a vision that inspires both educators and the community. A well-defined vision serves as a guiding force, aligning efforts

and resources toward a common goal. It is the foundation upon which a learning organization is built, fostering a sense of purpose and direction.

Assistant Superintendents and Curriculum Directors play a pivotal role in translating that vision into an educational experience by ensuring that curriculum and instructional practices align with the district's vision. These leaders must be adept at fostering a program that not only meets academic standards but also fully prepares their students to be life ready.

Effective leadership extends beyond vision casting; it involves building the capacity of educators to realize that vision. Meaningful and precise professional learning opportunities provide leaders with the knowledge and skills required to implement innovative teaching methods, incorporate technology, and adapt to evolving educational paradigms. District leaders must invest in continuous learning to stay abreast of educational trends, research, and best practices, ensuring that their districts remain at the forefront of educational excellence; all for the betterment of each and every one of their students. This investment in and commitment to meaningful professional learning is not only important for the staff that they supervise, but it is also critically important for them and their leadership teams.

The CAIU is actively supporting our region's leaders through a tailored learning series designed specifically for Superintendent and Assistant Superintendent / Curriculum Director cohorts. These learning opportunities support collaboration among our region's leaders, who participate in monthly sessions tailored to their respective roles. Within these series, leaders engage in discussions concerning organizational capacity, strategies for amplifying leadership capacity, and the consequential impact on fostering highly engaged learning environments. The ultimate goal is to support each participant's professional learning as they move their own organizations to effectively pursue and actualize their vision.

In addition to the focus on enhancing leadership capacity, these collaborative learning opportunities also aim to support the sharing of strategies to create strong learning organizations that foster a culture of collaboration, innovation, and continuous improvement. These meaningful conversations focus on the creation of environments that empower teachers, engage students, and nurture a passion for lifelong learning. By developing strong learning organizations, leaders contribute not only to the academic success of students but also to the overall well-being and growth of the entire school community.

Throughout these educational endeavors, participants have collectively forged an organic professional learning community, fostering an environment ripe for mutual learning and the exchange of highly effective leadership strategies. Leveraging this structure, individuals have gleaned insights not only from their peers but also from exemplary organizations beyond

the educational realm. Notably, participants in our learning series have had the privilege of learning from senior leadership at the Doubletree by Hilton Reading, renowned for their emphasis on organizational culture. Their concerted efforts to cultivate a positive and supportive workplace have yielded remarkable outcomes across various industry-specific metrics.

Leaders immersed in this learning series have adeptly distilled key insights from this external engagement, subsequently integrating them into their own contextual frameworks to enrich their leadership practice.

These learning opportunities have brought to light two fundamental principles. Firstly, our region benefits from the presence of exemplary leaders within our educational institutions, individuals wholly dedicated to the betterment of their students. Secondly, the unwavering commitment of these leaders to both bolstering the capacity of their constituents and enhancing their own leadership capacity underscores a broader dedication to perpetual personal and organizational growth and advancement. The CAIU eagerly anticipates the ongoing progression of this learning series in the current year and beyond. 🍏

*“Leadership
and learning are
indispensable
to each other.”
- John F. Kennedy*



ThoughtExchange

Feedback Creates Action

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

Two of the top themes that were generated from the feedback included providing for professional learning opportunities that are more personalized AND partnering in our efforts across teams. Below are a few ways that the CAIU is actively working to support both of those areas:

- **Personalized Professional Learning:** A Personalized Professional Learning Committee exists to gather feedback on meaningful professional learning topics and deliver the most requested types of professional learning. This committee aims to deliver learning in multiple modalities.
- **Cross Departmental Collaboration:** (1) The CAIU Leadership Team has established Focus Teams, comprised of individuals from all departments in the CAIU, to support cross departmental collaboration to address key topics in our organization and (2) Plans are in development for a revised structure to our Day of Learning in January, which will provide our employees with opportunities to collaboratively serve our community and/or learn together (*more details are forthcoming*).

Thank you again for your feedback! Your input undoubtedly enables us to continually evolve as a trusted and influential partner in our region and beyond!

Situational Awareness

Points2Ponder

We maximize our safety by **preparing for our next move** (regardless of how benign it may seem) and **paying attention** to what is happening around us!

▶ What does situational awareness look like for me in my day-to-day routines?

▶ When parking my car and entering a public place, what considerations am I making to maximize my safety?

- Am I parking near an entrance?
- If at night, am I parking in a well-lit area?
- Am I attentive to what is going on around me as I walk to the entrance, or am I distracted (ex. looking at my cellphone)?

▶ When walking to your car after leaving a public place, what considerations am I making to maximize my safety?

- Am I attentive to what is going on around me as I walk to my car?
- Am I carrying my keys in my hand upon exiting the building, or do I have to rifle through my things to secure them?
- Once in my vehicle, do I lock the doors as I'm readying myself to leave?

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



Keystone State Challenge Academy (KSCA) Teacher of the Cycle

Meri Beth Furlong, Science Teacher in her first year at KSCA, was selected as Teacher of the Cycle for the Class of 23-2* at Keystone State Challenge Academy, located at Ft. Indiantown Gap. All of her GED students successfully passed their Science GED exam on their first try! Students at KSCA can either get their GED through a direct instruction format course, or they can recover credits through CAOLA.

Meri Beth is certified in Biology and has an ESL Specialist Certification. She joined the CAIU in June of 2023. Prior to this, Meri Beth taught Biology and Science at Dauphin County Technical School for 10 years; before that, she was teaching in the Pittsburgh area.

** KSCA runs two cycles per school year (Winter and Summer). Winter Cycles run from January through June and Summer Cycles run from July through December. Since opening, KSCA has had four graduating classes.*



Share the Love Family Night at Foose Elementary School

Early Intervention (EI) teacher Jennifer Tierney, attended the Share the Love family night event at Foose Elementary School on Thursday, Feb. 22. There she shared information about EI referral and our program with families. Foose Elementary also provided Valentine's Day themed crafts for children to create and take home.



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:

4/3/2024 - [Revolutionizing Science Education: 3-Dimensional Learning](#)

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

4/5/2024 - [Issues in Autism](#)

Audience: Educators who want to change their perspective on supporting neurodivergent individuals

4/8/2024 - [PA Creativity Conference 2024](#)

Audience: K-12 Teachers, Administrators, Coaches, and Specialists

4/11/2024 - [CAIU Reading Network - Supporting Diverse Learners \(4/11 Virtual Option\)](#)

Audience: Reading Specialists, Interventionists, Instructional Coaches, Teachers of Reading, Administrators

4/16/2024 - [Immersive 3-Dimensional Learning: Phenomena In Action](#)

Audience: Science Educators K-12, administrators, curriculum leaders

I'm fine. PENNSYLVANIA

You're Invited!
February 10 - May 19, 2024

We are so excited to invite you to the *I'm fine. PENNSYLVANIA* exhibit at the Susquehanna Art Museum in Harrisburg which will showcase over 1,000+ masks, including **masks that were created by many of our CAIU staff!**

The reviews from the exhibit have been incredibly positive and meaningful - BRAVO, you should be proud! The workshops have been critical in destigmatizing mental health conversations and the exhibit is spreading the conversation further into our communities.

[Learn More](#)



Welcome New Hires!

ibelong
@caiu



Emily Miller is an EPP at various locations. She learned to drive in the CAIU parking lot.



Cathy O'Connor is a PCA at Yellow Breeches MS. She loves rollercoasters.



Asia Schroeder is an Inclusion Consultant at various locations. She has lived in Susquehanna Township her whole life.



Michelle Trostle is an Educational Consultant at the Enola office. She sews most of her own clothes.

YOU'RE *one of* US NOW

Compliment Corner!



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

DEDICATION

Samantha Forsythe, TaC Educational Consultant - Inclusive Practices

Samantha is the definition of dedication. She has served at the CAIU for many years in various roles, from an EPP to teacher to consultant. She is a valued member of the Training and Consultation team focusing on inclusive practices and supporting UDL and PASA training. In addition, Sam is a mentor to new TaC staff, and a part the CAPT and APR mentoring projects.
- Ami Healy, TaC Supervisor

EXPERTISE

Ruth Hughes, Remedial Specialist

Ruth, goes above and beyond when planning and providing support for her students. She uses a variety of research-based resources, while extending her search and creativity to best meet the needs of her students. Many colleagues in our program look to Ruth for suggestions and advice and she freely shares her knowledge, contributions, and talent.
- Anonymous

DEDICATION

Erica Overbaugh, Early Intervention Preschool Teacher

Erica's dedication to the art of teaching goes above and beyond. She is encouraging to her students and her staff. Erica never shies away from a challenge- she meets them head on with Grace. Erica always has a positive attitude.
- Karla Sherman, Teacher

LEADERSHIP

Kayla Feight, Educational Paraprofessional

Kayla is the reason for her students' success. She is always willing to take the lead with behaviors. Kayla is also an amazing mentor for new staff, and selflessly devotes her time to ensuring her students and staff have a welcoming and safe environment. Kayla is literally superwoman, and everyone deserves a Kayla in their life.
- Jaimee Sweger, Educational Paraprofessional

DEDICATION

Gabrielle Jones and Joeli Askey, Mental Health Workers

Gabby and Joeli are always looking for new ways to help support students and staff. Whenever staff needs extra help with a student, they are the first ones to come. Joeli and Gabby are always willing to give feedback and ideas to staff on how to support students to be the best they can be. They also make a great team and deserve to be recognized every day for their hard work.
- Jaimee Sweger, Educational Paraprofessional

EXPERTISE

Stephanie Kleese, EI Speech Language Pathologist

Steph is the absolute best! She helped me come up with an intervention plan for a child who I just couldn't figure out on my own by sharing information with me about what to target in my speech therapy sessions as well as strategies that I could use and share with the family. Within our 15-minute conversation, Steph helped me become more confident in my therapy. Not only did I benefit from Steph's kindness and expertise, but my student has too! We could all use a Steph in our life!
- Laura McCone, EI Speech Language Pathologist



CHAMPIONS
for Children

A fundraising event



APRIL 12, 2024

CAIU | 55 MILLER STREET | ENOLA, PA

Prepurchase tickets:
bit.ly/3S8zip1



Tickets: \$25/6 cards
(3 extra cards may be purchased for \$5)

Event starts at 6PM

Doors open at 5PM

Unable to attend the event?

Consider sponsorship or prize donation.
Contact Kellie Custer (kcuster@caiu.org)
for more information.

HUGE PRIZES | FOOD | FUN

**Capital
GOODS**

Cafe



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

CAIU BOARD HIGHLIGHTS

*The following actions were taken at the **March 28, 2024** meeting, held in the Board Room of the Capital Area Intermediate Unit.*

Click [HERE](#) for the 3/28/24 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 Team Reports/Updates:

- **Dr. Andrew McCrea, Director of Student Services**, highlighted the Social Work article in *All In*. March is National Social Work Month and the article provides a nice overview of how our social workers support various programs. We are one of the largest employers of school-based social workers in the region. Oftentimes, our social workers are able to connect students, families, and schools to county agencies and other needed resources. Dr. McCrea also provided an explanation of the seven Student Service's calendars that were just approved.
- **Blake Wise, Human Resources Manager**, reported on the Human Resources Advisory Council, made up of all school district HR reps, meet quarterly to discuss current topics. The meetings are always very well attended. There has been a lot of transition happening across the districts in Human Resource's office. To address the influx of new members, Blake has partnered with Stock and Leader to present topics that would be of interest and support to the new district HR staff. In addition, Blake reported that he is participating in CAIU Learning Walks which were designed for administration staff to get out to visit some of our CAIU locations outside of the Enola office. These visits have been enlightening and has provided a better understanding of what the CAIU is all about.
- **Maria Hoover, Director of Educational Services**, reported that there are several flyers attached to the agenda [HERE](#) about upcoming events. The annual CAOLA conference was held this month and had over 200 participants. The Educational Services team has been very busy working to provide as much professional development and supports as possible. Currently, they are focusing on two large projects: Capital Area Pathways to Teaching (CAPT) and the Think Bigger project. We are partnering with Phoenix Contact and local businesses to develop curriculum and learning opportunities around sustainable energy that align to STEELS/Science Standards and STEM (Science, Technology, Engineering, Math). This month, the Curriculum Director's participated in a 1.5 day Leadership Development session at the DoubleTree in Reading (#1 in world) with a focus on building culture and capacity as part of a Learning Series. In April, the group will be working on staff engagement as part of this Learning Series.
- **Dave Martin, Director of Technology Services**, reported on the monthly Technology Advisory Council (TAC) meeting. He recently changed the format of the meeting to allow

- for deeper conversations around certain topics that our districts present to the group such as AI and Sentinel One. These meetings are very well attended. The next step in our security planning is an evaluation of the SIM (security info and event management) program. This is a necessary piece in our cybersecurity initiative. The system manages all of the different threat events and produces a report for review. The hope is to get all districts on the same system through Sentinel One. We are in the very early stages of planning. This summer is filling up with projects including assisting several districts with replacing hardware and infrastructure.
- **Daren Moran, Director of Business**, shared his experience with CAIU Learning Walks. These Learning Walks were initiated by the Business Team staff as part of their team goal work. These visits have provided an opportunity to get out of the office to visit other sites and has resulted in a different perspective and deeper understanding of our programs which has been very helpful in budget development. The business team will write an All In article to share their experiences. Daren provided some background on Champions for Children, our 501c3 organization. Daren is Treasurer and several CAIU Board Members sit on the Foundation Board. The need is great; year to date, we've received 31 requests for students in need, which is more requests than we've ever had. Champions for Children also runs two clothing drives a year. There were 180 requests for clothing this year. The need requests are all funded by several annual fundraising events: A **bingo event**, which is held on **April 12** and a **golf event** held on **August 1**. In addition, when donating to **Community Aid please use code: 10213** which results in gift cards back for Champions for Children to purchase items for the clothing drive. The Sertoma Club recently awarded Champions for Children with a \$1000 award and March is Match Madness, where, through the Partnership for Better Health, matched this award dollar for dollar! Daren also reported on the South Central Trust Health Care group that met this month. There was a lot of discussion on increasing rates, what is driving our rates up, how to control costs, stop loss insurance and more. To date, 13 of our 24 school districts have returned approval of the **24-25 General Operating Budget**.
 - **Rennie Gibson, Board Secretary**, reminded the Board that the **2023 Statement of Financial Interest forms** are due by May 1 and can be file electronically or by paper. In early April, she will be sending out the CAIU Annual Board ballots for the school district boards to vote on CAIU Board Members who will be starting new 3-year terms and those filling an unexpired terms.
 - **Dr. Kevin Roberts, Assistant Executive Director**, shared that last week our Superintendent's Advisory Council (SAC) had a wonderful learning opportunity as they visited the US Naval Academy to learn from them on how they develop leaders through relationships, vision, and process. Dr. Roberts provided a **Safety update**: Jeremy Freeland, Supervisor of Safety and Security, recently held a situational awareness training to help support our staff that are doing homes visits or may find themselves in an unsafe environment. He was able to put in place concrete strategies for our staff. The training was very well received.
 - **Dr. Andria Saia, Executive Director**, highlighted the All In newsletter. Her Executive Director's article was on how to renew your energy to thrive and grow. There was an interesting article written highlighting the Facility Managers group who has awarded \$30,000 in scholarship to kids! The article on Leadership and Professional Development will help provide an understanding of the work and depth of the professional development opportunities that we are providing around Leadership topics. Please take a moment to share in the Thought Exchange Feedback on page 8. We will provide a summary report at the end of the year. Dr. Saia also highlighted Mission Moments- congratulations to Meri Beth Furlong who recently was selected as the Teacher of the Cycle at Keystone State Challenge Academy!

APPROVED ACTION ITEMS

- **Approval of Minutes – February 22, 2024**
- **Treasurer’s Report for February 2024** – a total of \$8,138,378.79 in receipts and \$8,191,154.90 in expenses.
- **Payment of Bills – February 2024**
- **Summary of Operations for February 2024** showing revenues of \$83,433,334.78 and \$69,486,271.65 in expenses.
- **Budget Administration**
 - 23-24 Budget Revision- Comprehensive Planning Rev. B
 - 23-24 Budget Revision - Cafeteria
 - 23-24 Budget Revision - Entrepreneurial Transportation
 - 23-24 Budget Revision - IDEA School Age
 - 23-24 Budget Revision - Transportation
 - 23-24 Budget Revision - Keystone State Challenge Academy (KSCA)
- **Other Business Items**
 - Contracts – March 2024
 - Approval of a Confidential Settlement Agreement
- **Policies & Programs**
 - Proposed 2024-25 CAIU 12-month Employee Calendar
 - Second Reading - Revised Policy #008 - Organizational Chart
 - Second Reading - Revised Policy #626 (Attachment)
 - Proposed 2024-25 Student Service’s Calendars
 - 2024 - 2027 CAIU Comprehensive Plan
- **Personnel Items**
 - See attached Personnel report

EXECUTIVE DIRECTOR’S REPORT

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

UPCOMING MEETINGS:

- **Next CAIU Board Meeting: Thursday, April 25, 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.

Time of Meetings: 8:00 a.m.

- | | |
|--------------------------------------------------------------|-----------------------------------------------|
| ○ January 25, 2024 | ○ April 25, 2024 |
| ○ February 22, 2024 | ○ May 23, 2024 |
| ○ March 21, 2024 rescheduled to
March 28, 2024 | ○ June 27, 2024 <i>Reorganization Meeting</i> |

March 28, 2024 APPROVED PERSONNEL ITEMS:

RESIGNATIONS

- **BETHANY CHASTEEN**, Program Assistant, Early Intervention Program, effective March 22, 2024. Reason: Personal.
- **PATRICIA COLE**, Speech and Language Pathologist, Early Intervention Program, effective June 27, 2024. Reason: Retirement after 5 years of continuous CAIU service.
- **HYLISE FLEMISTER**, Educational Paraprofessional, Autism Support Program, effective March 11, 2024. Reason: Personal.
- **DANIELLE FROMUTH**, Remedial Specialist, ANPS Program, effective June 1, 2024. Reason: Personal.
- **MARIE MUSKEY**, Teacher, Hospital Program, effective June 3, 2024. Reason: Retirement after 35 years of continuous CAIU service.
- **EMILY ROBENOLT**, Physical Therapist, Early Intervention Program, effective March 1, 2024. Reason: Personal.
- **BRITTANY SCHULTZ**, School Psychologist, Pupil Services Program, effective May 3, 2024. Reason: Personal.
- **BRYAN SMITH**, Teacher, Emotional Support Program, effective April 26, 2024. Reason: Personal.
- **JENNIFER SUDBURY**, Teacher, Blind/Visually Impaired Program, effective June 8, 2024. Reason: Retirement after 10 years of continuous CAIU service.
- **REBECCA WETZEL**, Educational Paraprofessional/LPN, Multiple Disabilities Support Program, effective March 22, 2024. Reason: Personal.

RECOMMENDED FOR EMPLOYMENT OR CONTRACT

- **PATRICIA DEIBLER**, Paraeducator, effective date to be determined. Assignment: Educational Paraprofessional, Early Intervention Program with base salary of HS, \$25,840 for 190 days of service will be prorated based on the number of days worked with additional new hire days as required. This is a new position funded through the MAWA budget.
- **MICHELLE GAGE**, Paraeducator, effective date to be determined. Assignment: Educational Paraprofessional/LPN, Multiple Disabilities Program with base salary of LPN \$45,106.32 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.
- **KELLY MELHORN**, Paraeducator, effective date to be determined. Assignment: Personal Care Assistant/LPN, Autism Support Program with base salary of LPN \$39,944.09 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 Autism Support budget.
- **REBECCA NEGLEY**, Professional, effective date to be determined. Assignment: Teacher, Autism Support Program with base salary of Masters, Step 15, \$76,841 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.
- **BRIAN OSBORNE**, Department Coordinator, Student Services Team, effective date to be determined. Base salary of \$46,630 for 260 days of service will be prorated based on the number of days worked through June 30, 2024. This is a replacement position funded through the Student Services Core budget. Experience: 4 years of similar or related experience.
- **DONNA PRICE**, 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.

- **CASSAUNDRA SENKOW**, Temporary Professional, effective August 19, 2024. Assignment: Speech and Language Pathologist, Early Intervention Program with base salary of Masters, Step 4, \$58,305 for 190 days of service with additional new hire days as required. This is a replacement position funded through the MAWA budget.
- **JENNIFER STUTZMAN**, Data Coordinator, Early Intervention Program, effective date to be determined. Base salary of \$49,400 for 260 days of service will be prorated based on the number of days worked through June 30, 2024. This is a replacement position funded through the MAWA budget. Experience: 8 years of similar or related experience.
- **KYLE WENRICH**, Professional, effective August 6, 2024. Assignment: Teacher, Deaf and Hard of Hearing Program with base salary of Masters+60, Step 10, \$72,925 for 190 days of service with additional new hire days as required. This is a replacement position funded through the Deaf and Hard of Hearing budget.

CHANGES OF SALARY:

- **RASHELL BOWMAN**, School Nurse, Nursing Program, change of salary to Masters, Step 10, \$65,891 effective March 8, 2024. This salary adjustment is being made after further review of her resume and years of experience.

LEAVE OF ABSENCE:

- **SARAH WOODWARD**, Educational Paraprofessional, Early Intervention Program, unpaid leave of absence effective March 25, 2024 – May 15, 2024. Leave is requested in order to complete student teaching.