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Derry Township School District
Special Board of Directors Meeting
May 12, 2025
Board of Directors Room 7:00 p.m.
Summary Minutes - XXI

1. OPENING ITEMS

1.a. Call to Order

Minutes

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

1.b. Roll Call

Minutes

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

Members Absent: None

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

Student Board Representatives in Attendance: Ryan MacPhee, Chloe Maitrejean, and Tulsi Patel

Solicitor: Dave Walker

Staff/Public in Attendance In-Person: Sarah Harmer, Carol Pitts, Jared Nicholson, Jason Reifsnyder, and Aaron Shuman

Staff/Public in Attendance Virtually: Lisa Balanda, Mark Balanda, Lisa Dalto, Paige Dalto, Scott Harman, and Angela Mullen

1.c. Flag Salute

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

Minutes

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

Vote Results

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

2. INFORMATIONAL AND PROPOSALS

2.a. President Communications

Minutes

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

- Matters of Personnel

2.b. Recognition of Citizens (Agenda Items)

This is an opportunity for residents and taxpayers, attending either in person or virtually, to address the Board on matters related to the agenda. Those wishing to speak on matters not related to the agenda, an additional public comment period will be provided later in the meeting.

Each speaker is permitted up to 5-minutes of speaking time during each one of the public comment periods in order to provide other residents with an opportunity to speak. When necessary, the Board may set a maximum time for public comment. As a reminder, all public comments are part of the meeting's public record and minutes.

If attending in person, complete and turn in to the Board Secretary, Mrs. Agee, a registration form located on the sign-in table. When your name is announced, come to the microphone. If attending online, you must have registered individually with your full name and address. To be recognized, raise your virtual hand. For all speakers, once you are recognized, it is only necessary that you identify yourself by providing your full name.

Minutes

There were no citizens requesting recognition by the board.

2.c. Community Correspondence Report

Minutes

Ms. Harmer reported that there was one submission during the month of April.

2.d. Standing Committee Meeting Report

Minutes

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

- Textbook recommendation approved to go to the full board - Twig Science

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

- Opioid antagonist administration and recommended changes to policy
- Cleaned up to match practice in terms of student representation on the school board
- Clarified / made some changes to students, rights and employer rights based on both solicitor, feedback, and PSBA recommendations
- Approved our goals for next year

2.e. Student Representatives' Report

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

Minutes

Ryan MacPhee, Chloe Maitrejean, and Tulsi Patel gave a report that included the following:

- This past week we've celebrated Teacher Appreciation Week
- Today and tomorrow, our elementary school is hosting Track and Field Day
- The ECC Reading Parade takes place this Thursday
- Several teams are moving on to District playoffs - girls softball and girls lacrosse
- AP and Keystone exams are wrapping up and then the preparation for final exams begin
- Next week the Youth and Government program is having their annual YAGGIES party
- Hershey High School hosted spring signing day - 7 student athletes celebrated

- Senior events begin next week with the Senior Dinner on Wednesday and Prom on Friday

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

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

- Approval of May 5, 2025, Board of Directors Summary Minutes
- Energy Contract Renewals
- Election of Treasurer
- Election of Board Secretary

3. UNFINISHED BUSINESS

3.a. Facility Project Update

Minutes

Dr. Winslow shared the following:

- Work continues on both of our projects
  - There will be a zoning board hearing on the evening of May 21 regarding the stadium
  - A traffic study for the Elementary School Land Development Plan will occur in the next few weeks
  - Faculty input meetings coming up for feedback on the design progress of the elementary school
  - The next design team meeting is on Wednesday morning, we will continue to refine room use and layouts

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 Dr. Cysyk and a second by Mrs. Renz, the Consent Agenda items were approved.

Vote Results

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

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

4.b. Approval of Summary Special Board of Directors Meeting Minutes

4.c. Approval of Field Trip/Excursion - HHS Band/Orchestra
The Administration recommends the approval of the proposed overnight field trip/excursion as listed:

Group:	**HHS Band/Orchestra**
Number of Participating Students:	150
Grade Level:	9-12
Destination:	Universal Studios/Orlando, FL
Purpose:	Learn about and make soundtrack recording
Departure:	January 15, 2026
Return:	January 19, 2026
Trip Leader:	Brian Buterbaugh, & Brandon Buterbaugh

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

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

Group:	**Hershey Boys Basketball Boosters**
Date/Time:	Saturday, February 14, 2026, 7:30 a.m. - 9:00 p.m.
	Sunday, February 15, 2026, 7:30 a.m. - 6:00 p.m.
Requested Facility:	High School, Middle School, & ECC Gym,
	Lobby & Restrooms
Event:	Chocolatetown Youth Basketball Tournament
Fee:	Gym Rental: $80 per hour, per gym
	(approximately $6,240)
	Custodian Fee: $46.03 per hour, per custodian
	(approximately $3,590.34)
	Total Fees:
	Per policy 707-AR-0, page 2, item 1.
	School-Related Organizations/Activities, paragraph 2.

"Such organizations or groups shall be exempt from any facility use fee"
Exempt Amount: $6,240.00
Total Custodian Fees: Approximately $3,590.34

Group:	**Hershey Boys Basketball Boosters**
Date/Time:	June 15-18, 2026 8:00 a.m. - 11:00 a.m. (ECC Gym) June 22-25 & July 6-9, 2026 8:00 a.m. - 4:00 p.m. (HS Gym)
Requested Facility:	Early Childhood Center & High School Gym
Event:	Hershey Boys Basketball Camp 2026
Fee:	None

Group:	**Hershey Elementary PTO**
Date/Time:	Friday, May 16, 2025 4:30 p.m. - 7:30 p.m. (Set-up time/tear down time included)
Requested Facility:	Cinder Track Field, Elementary School Bus Coral & Elementary School Parking Lot
Event:	Booster Thon Glow Run Fundraiser
Fee:	None

Group:	**Hershey High School Trojans Boys Basketball Boosters**
Date/Time:	June 16-19, 2025 8:00 a.m. - 10:30 a.m. (ECC Gym) June 23-26, 2025 8:00 a.m. - 4:00 p.m. (MS Gym) July 7-10, 2025, 8:00 a.m. - 4:00 p.m. (HS Gym)
Requested Facility:	ECC, MS, HS Gyms and Restrooms
Event:	Hershey Boys Basketball Camp 2025
Fee:	None

Group: **Hershey Youth Football Association**

Date/Time: Tuesdays & Thursdays, June 3 - July 45, 2025
5:30 p.m. - 8:00 p.m.

Requested Facility: Memorial Football Field/Cinder Track

Event: Football Practice

Fee: None

Group: **Hershey Youth Football Association**

Date/Time: Monday - Friday, July 28, - November 14, 2025
5:30 p.m. - 8:30 p.m.

Requested Facility: Memorial Football Field/Cinder Track

Event: Football Practice

Fee: None

Group: **Hershey Youth Football Association**

Date/Time: Monday - Friday, July 28 - November 14, 2025
6:00 p.m. - 8:00 p.m.

Requested Facility: HS Multi-Purpose Field B

Event: Cheer Practice

Fee: None

Group: **Hershey Youth Football Association**

Date/Time: Saturday, August 9 & August 16, 2025
8:00 a.m. - 8:00 p.m.

Requested Facility: Memorial Football Field/Cinder Track

Event: Football Practice Scrimmages

Fee: None

Group: **Hershey Youth Football Association**

Date/Time:	Sundays, August 24, September 7, September 21 October 5 & October 19, 2025 9:00 a.m. - 5:30 p.m.
Requested Facility:	HS Turf Football Field
Event:	Football Games
Fee:	Custodian: $46.03 per hour (approximately $2,186.43) Total Fees: Approximately $2,186.43

4.e. Colleen & Co.
The Administration recommends the approval of the Colleen & Company Agreement for student photographs on picture day.

4.f. Digi
The Administration recommends the approval of the Digi agreement for temperature monitoring of walk in refrigeration/freezers and food temperatures.

4.g. ECS Mid Atlantic
The Administration recommends the approval of the ECS Mid Atlantic agreement for district wide asbestos testing and AHERA compliant surveys.

4.h. ECS Mid Atlantic
The Administration recommends the approval of the ECS Mid Atlantic agreement for mandated asbestos inspections.

4.i. Food Safety Solutions
The Administration recommends the approval of the Food Safety Solutions renewal for food safety, kitchen inspection, staff training and chemicals.

4.j. Gilbert Consulting
The Administration recommends the approval of the Gilbert Consulting for August Food Service In-Service days trainer.

4.k. Gretna Glenn
The Administration recommends the approval of the Gretna Glen agreement for use of the camp for eighth graders in celebration of their middle school years.

4.l. KIT Communications
The Administration recommends the approval of the KIT Communications renewal for Exacq SSA licenses for the ECC camera server to maintain security and performance.

4.m. Menu Logic/Food Works Technologies
The Administration recommends the approval of the Menu Logic and Food Works Technologies renewal for software for daily food production.

4.n. Primero Edge
The Administration recommends the approval of the Primero Edge renewal for point of sale menu software.

4.o. PSx
The Administration recommends the approval of the PSx renewal to provide access control licenses and software support with PSx and the vendor S2.

4.p. PSx
The Administration recommends the approval of the PSx renewal to provide S2 video licenses and software support with PSx and the vendor S2.

4.q. Quadient Leasing
The Administration recommends the approval of the Quadient agreement for leasing of the postage machine.

4.r. Sharp Innovations Inc.
The Administration recommends the approval of the Sharp Innovations agreement to provide services to support and maintain the districts digital storefront.

4.s. Upcycle USA
The Administration recommends the approval of the Upcycle USA renewal to provide secure and compliant IT asset disposition and e-waste recycling services.

4.t. Living Unlimited - retroactive

The Administration recommends the retroactive approval of the Living Unlimited renewal for music therapy as SEL for students unable to participate in building level activities.

4.u. TherAbilities - retroactive

The Administration recommends the retroactive approval of the TherAbilities renewal.

4.v. Yellow Breeches - retroactive

The Administration recommends the retroactive approval of the Yellow Breeches renewal for student placement.

5. NEW BUSINESS

5.a. KPN/Gordian

The Administration recommends the approval for the Administration to work with KPN/Gordian for consortium pricing on the Stadium Project.

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Renz, the administration was approved to work with KPN/Gordian for consortium pricing on the stadium project.

Vote Results

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

5.b. BSGI

The Administration recommends the approval of the BSGI Agreement for the replacement of the middle school sprinkler heads as they have failed inspection.

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Renz, the BSGI Agreement for replacement of the middle school sprinkler heads was approved.

Vote Results

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

5.c. Appoint Voting Delegates to PSBA 2025 Delegate Assembly

Minutes

Following a motion by Mrs. Renz and a second by Dr. Cysyk, the appointment of voting delegates for the PSBA 2025 Delegate Assembly was tabled until the next board meeting.

Vote Results

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

5.d. Approval of Board of Directors Meeting Dates 2025-2026

The Board of Directors recommends the approval of the 2025-26 Board of Directors Meeting Dates as attached:

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Renz, the 2025-2026 Board of Director Meeting Dates were approved.

Vote Results

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

5.e. School Resource Officer Agreement

The Administration recommends the approval of the agreement with Derry Township for the School Resource Officer.

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Renz, the school resource officer agreement with Derry Township was approved.

Vote Results

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

5.f. Personnel - Resignations

The Administration recommends the approval of the following resignations:

Act 93 Staff:

Cray, Kenneth
Supervisor for Custodial Staff
Buildings and Grounds
Reason: Retirement
Effective: 07/15/2025

Professional Staff:

Smith, Michelle
Special Education Teacher
High School
Reason: Personal
Effective: 05/12/2025 (retroactive)

Classified:

Burkhart, Tammy
Substitute Cafeteria/Recess Aide
District-wide
Reason: Personal
Effective: 05/06/2025 (retroactive)

Caruso, Serina
Paraprofessional
Primary Elementary School
Reason: Personal
Effective: 06/05/2025

Schroeder, James
Custodian (2nd shift)
Elementary School
Reason: Personal
Effective: 04/28/2025 (retroactive)

Minutes

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

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, 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:

Change in Hours for Classified Staff:

Luzier, Brian*
Bus Driver
Transportation
From: Level A, 5.5 hours per day
To: Level A, 5.25 hours per day
Salary: $22.53 per hour
Effective: 04/17/2025 (retroactive)

Transfer of Classified Staff:

Castka, Maria*
From: Cafeteria/Recess Aide
Intermediate Elementary School
To: Cafeteria/Recess Aide
Primary Elementary School
Level A, 3.0 hours per day
Salary: $18.35 per hour
Effective: 05/07/2025 (retroactive)

Chernysh, Tetiana* (replacing Paul Hoffman)
From: Food Service Worker
High School
Level A, 4.5 hours per day
Salary: $18.35 per hour
To: Bus Driver
Transportation
Level A, 5.5 hours per day
Salary: $22.53 per hour
Effective: 06/09/2025

Handley, Amanda* (replacing Mary Snyder)
From: Food Service Worker
District-wide
Level A, 4.0 hours per day
Salary: $19.08 per hour
To: Head Cook
Elementary School
Level C, 8.0 hours per day

Salary: $22.55 per hour
Effective: 07/01/2025

Lucas-Rusinko, Christine* (new position)
From: Food Service Worker
Early Childhood Center
Level A, 5.5 hours per day
Salary: $20.16 per hour
To: Head Cook
Early Childhood Center
Level C, 8.0 hours per day
Salary: $25.02 per hour
Effective: 07/01/2025

Ohliger, Robert*
From: Bus Driver
Transportation
To: Alternate Bus Driver
Transportation
Level A, 5.5 hours per day
Salary: $22.53 per hour
Effective: 05/07/2025 (retroactive)

Torres, Nadine*
From: Substitute Bus Driver
Transportation
Hours as needed
Salary: $20.98 per hour
To: Bus Driver
Transportation
Level A, 5.25 hours per day
Salary: $23.34 per hour
Effective: 05/19/2025

Wright, Melissa*
From: Bus Driver
Transportation
To: Alternate Bus Driver
Transportation
Level A, 5.5 hours per day
Salary: $22.53 per hour
Effective: 05/07/2025 (retroactive)

2. The Administration recommends the approval of the following personnel for the 2025 Summer Employment:

Boggess, Christopher*
Summer Technical Support
Up to 29 hours per week
Salary: $15.00 per hour
Effective: 06/09/2025-08/15/2025

Grumbine, Carly*
Summer Buildings and Grounds Help
Up to 29 hours per week
Salary: $15.00 per hour
Effective: 06/09/2025-08/15/2025

Hensel, Brendan*
Summer Technical Support
Up to 29 hours per week
Salary: $15.00 per hour
Effective: 06/09/2025-08/15/2025

Lucas-Rusinko, Christine*
Summer Stockroom Help
Up to 29 hours per week
Salary: $15.00 per hour
Effective: 06/09/2025-08/15/2025

Marcovecchio, Adrian*
Summer Buildings and Grounds Help
Up to 29 hours per week
Salary: $15.00 per hour
Effective: 06/09/2025-08/15/2025

Milkovich, Nicole*
Summer Bus Custodian
Up to 29 hours per week
Salary: $15.81 per hour
Effective: 06/09/2025-08/15/2025

Nunez DePena, Maria*
Summer Buildings and Grounds Help
Up to 29 hours per week
Salary: $15.00 per hour
Effective: 06/09/2025-08/15/2025

Ohliger, Robert*
Summer Buildings and Grounds Help
Up to 29 hours per week

Salary: $15.00 per hour
Effective: 06/09/2025-08/15/2025

Quiros, Maranlleline*
Summer Bus Custodian
Up to 29 hours per week
Salary: $15.00 per hour
Effective: 06/09/2025-08/15/2025

Vazquez, Roberto*
Summer Stockroom Help
Up to 29 hours per week
Salary: $15.00 per hour
Effective: 06/09/2025-08/15/2025

Vonada, Robert*
Summer Bus Custodian
Up to 29 hours per week
Salary: $15.00 per hour
Effective: 06/09/2025-08/15/2025

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

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

Dietz, Eleanor
Grade 5 Teacher
Intermediate Elementary School
Childrearing Leave
Extension Effective: 11/20/2025 through the end of the 2nd Trimester of the 2025-26 school year (02/27/2026)

Scheib, Shirah
Special Education Teacher
Primary Elementary School
Childrearing Leave
Effective: Approximately 10/18/2025 through the end of the 2nd Trimester of the 2025-26 school year (02/27/2026)

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

Albright, Caleb
Groundskeeper
Buildings and Grounds

Uncompensated Leave
Effective: Approximately 07/01/2025 through 04/05/2026

Ecker, Katarina
Custodian (2nd shift)
Middle School
Uncompensated Leave
Effective: 05/06/2025 through 05/16/2025 (retroactive)

Minutes

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

Vote Results

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

6. DELEGATE REPORTS

6.a. CAIU

Minutes

The CAIU report is attached to the agenda.

6.b. Wellness Committee

Minutes

Mrs. Schmidt shared the following from the Wellness Committee meeting:

- The committee meets once a year - April 29, 2025
- Purpose - to evaluate if the school is doing all it can to provide the opportunity for our students to learn about and have access to make healthy choices for food, exercise, and lifestyle
- Focus this year on the middle school
    - a 12% growth in the free breakfast that we offer
    - addition of items - yogurt parfaits and various hot breakfasts - these are not chosen as much as the grab and go which is much more popular
    - food service continues to have sample days - a plant-based sample day was held in the fall
    - finger foods go over well in the elementary schools
- Middle School Nurse, Tracy Dawson shared a report of statistics of middle school students that are considered overweight per the BMI standards

- Ms. Dawson also educates diabetic students on their challenges they face as well as their compliance
- Ms. Dawson started a Wellness Club last year to try to promote ways to deal with any anxiety and exploration of new interests in movement
- Our health and physical education teachers are incorporating education on reading food labels
- The Food Department ended up with a $18,000 deficit this year
- The free and reduced lunches are down from last year by 22%.

7. SPECIAL REPORTS

7.a. Board Members' Report

Minutes

There were no board members with a report to share.

7.b. Superintendent's Report

Minutes

Dr. Winslow gave a report that included the following:

- Expressed appreciation of individuals that supported and the grace of the board while out on medical leave
- Dr. Grabuloff's history classes wrote a heroes of history book - will be available for viewing in the district office
- It is May, lots going on, she is hopeful for families to have fun with it and for parents to invest in their kids and be part of the school community as these are the things that make memories

7.c. Board President's Report

Minutes

Ms. Drew gave a report to express the following:

- Echo the sentiments on line for Teacher Appreciation Week
- Congratulations to the Girls Lacrosse Team on their undefeated season and moving on for the Conference Championship
- Recognize Sean Elliott, prior Student of the Month, set a new PA State record in powerlifting with the Hershey Powerlifting Club - 430 pound bench press

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 7:25 p.m. following a motion by Dr. Cysyk and a second by Mrs. Renz.

Vote Results

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

Respectfully submitted,

Michele Agee
Secretary to the Board
May 27, 2025

Lindsay K. Drew
Board President

Virtual Attendance May 12, 2025
Lisa Balanda
Mark Balanda
Lisa Dalto
Paige Dalto
Scott Harman
Angela Mullen

✓OK

Derry Township School District

Request for Field Trip Form

Date Submitted: 3/26/25

Name of Group, Class or Organization: HHS Bands and Orchestra

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

Destination: Universal Studios/Orlando, FL

Transportation Provider: coach buses

Date of Departure: January 15, 2026 Date of Return: January 19, 2026

Time of Departure: TBD (flight schedule) Time of Return: TBD (flight schedule)

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

Purpose of Trip: to learn about soundtrack recording sessions and make our own soundtrack recording; parade

Number of Students Participating: ~150 Grade level(s): 9-12

Curriculum Connections

1. National Standard MU:Cr6.1.E.IIIa - Perform: Present
2. National Standard MU:Re9.1.E.IIIa - Responding: Evaluate
3.

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

- ■ Brian Buterbaugh - 1/15 only
- ■ Brandon Buterbaugh - 1/15 only
- ■ Kaitlin Obielecki - 1/15 only
- ■ additional DTSD staff as required
- ☐ Heather White
- ☐ Grant Brown

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

- ■ parent chaperones TBA - all chaperones
- ☐ have volunteer clearances
- ☐
- ☐
- ☐
- ☐

Teacher(s) or Advisor(s) Signature: [signature] Date: 3/26/25

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

Revised 2/5/19

	Field Trip Costs	Cost Per Student	Qty.	Student Subtotal	Cost Per Staff or Chaperone	Qty.	Staff / Chaperone Subtotal	Amount
	Transportation							
B	Lodging							
C	Meals							
D	Registration/Entrance Fees	$1475	150	$221,250	$500	8	$4000	$225,250
E	Staff Substitutes	$152.26						$609.04
F	Other Expenses (List):	Trip is a PACKAGE that includes all expenses; cost is a MAXIMUM estimate						
							Total Trip Expense (Add Amounts for Lines A - F)	$225,859.04

	Field Trip Funding Sources	Fee	Qty.	Amount
G	Fees paid by Student/Family	1500	150	$225,000
H	Fees paid by Chaperone			0
I	PTO/Booster Club (specify) Hershey Music Boosters			$250
J	Activity Account (specify)			
K	Department Budget (specify)			0
	Other (specify) Substitute Pool			609.04
	Total Trip Funding (Add Amounts for Lines G - L)			$225,859.04

Total Trip Funding Must equal Total Trip Expense

Plan to cover costs for students with an economic hardship: Hershey Music Boosters will assist with fundraising opportunities

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

Approval/Disapproval

Building/Supervisor's Principal: **Approved** ✓ **Disapproved** _____

Assistant Superintendent for Curriculum & Instruction: **Approved** ✓ **Disapproved** _____

Reason for Disapproval: _____

Principal's/Supervisor's Signature: Nancy Schmidt Date Processed: 3/31/25

Superintendent's Signature: _____ Date Processed: 4-22-25

Board Approval Date (if required): May 12, 2025

Colleen & Co.

expect nothing less

Hershey Middle School

114 N. 5th Street • Halifax • PA •17032
717-896-3113
www.colleenandco.com
colleengonsar@colleenandco.com

Agreement

Hershey Middle School hereby engages the services of Colleen & Co. to photograph the students in the Middle School. Colleen & Co will suply the following:

a. All personnel on picture day.

b. Envelopes will be supplied to the school at least two weeks before picture day. Extra envelopes will be provided to be placed in the front office. Parents will also be able to order online.

c. Downloads with information provided by the school for use in the management of the school office and yearbook.

d. ID Cards will be provided for students.

e. All teachers and staff members will receive a complimentary package.

f. Up to 5 banners per school will be supplied.

g. Sticker Strips will be provided if requested.

h. $2.00 per student will be paid to the school for their use regardless of purchase. Paid after the make up date.

This agreement will not cost the district any money and shall remain in effect for two school years, 2025-2026, 2026-2025. It may be extended for future years if both parties are in agreement.

Colleen J. Gonsar
Colleen & Co

Colleen & Co.

Board President
Hershey Middle School / Derry Township School District

Derry Township School District

SMARTSENSE
BY DIGI

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

QUOTE #130976

Derry Township School District

Expiration Date 5/19/2025
Currency USD

BILL TO:	SHIP TO:
Greg Hummel **Derry Township School District** **30 East Granada Ave** **Hershey PA 17033** **United States**	**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-Annual renewal July 1, 2025-June 30, 2026

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 #130976

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: May 12, 2025

Print Name: Lindsay K. Drew Title: School Board President

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: Laura Wisdom.
Contact me at Laura.Wisdom@digi.com if you have any questions regarding this quote.

ECS Mid-Atlantic, LLC

Proposal for AHERA Periodic Surveillance and Reinspection

Derry Township School District
30 E Granada Avenue, Hershey, Pennsylvania 17033

For: Derry Township School District
30C East Granada Avenue, Hershey, Pennsylvania 17033

ECS Proposal Number 47:38204
April 8, 2025

April 8, 2025

Mr. John Fready
Director of Buildings and Grounds
Derry Township School District
30C East Granada Avenue
Hershey, Pennsylvania 17033
jfready@hershey.k12.pa.us

ECS Proposal No. 47:38204

Reference: Proposal for AHERA Periodic Surveillance and Reinspection, Derry Township School District, 30 E Granada Avenue, Hershey, Pennsylvania 17033

Dear Mr. Fready:

ECS Mid-Atlantic, LLC (ECS) is pleased to provide Derry Township School District with this proposal for performing AHERA Periodic Surveillance and Reinspection for Derry Township School District. Our proposal contains a summary of relevant information as we understand it, a project schedule, and the estimated fees for completion of the proposed services.

We understand the property is located at 30 E Granada Avenue in Hershey, Dauphin County, Pennsylvania. Based on the information available, a property description is noted within the attached proposal along with a description of our scope of services.

We appreciate the opportunity to be of service to you on this important project. If you have any questions or comments concerning this proposal, or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us.

Sincerely,

ECS Mid-Atlantic, LLC

Cody Warner
Environmental Project Manager
cwarner@ecslimited.com
717-589-9610

Michael K. Smith, CSP
Environmental Principal
mksmith@ecslimited.com
717-589-9610

PROJECT INFORMATION AND SCOPE OF SERVICES

Property Description and Background

The client has requested ECS to provide periodic surveillance and 3-year reinspections in accordance with regulations set forth by US EPA Asbestos Hazard Emergency Response Act (AHERA) Regulations (40 Code of Federal Regulation (CFR) 763 Subpart E) for the schools and associated school buildings listed below. The periodic surveillance and 3-year reinspection will be completed after the initial AHERA survey as part of the AHERA management plan.

The client has requested that ECS perform asbestos testing and perform full interior AHERA compliant surveys for schools and and miscellaneous school facility buildings like garages, storage, and maintenance buildings. The following buildings will be included in this scope of service:

- High School
- Middle School
- Early Childhood Center and Intermediate School
- District Office (as part of the Granada Building)
- Power Train Gym (as part of the Granada Building)
- Med Center (as part of the Granada Building)
- Maintenance Building

Purpose

The purpose of this AHERA Periodic Surveillance and Reinspection is to provide periodic surveillance and 3-year reinspection on the building materials of each specified school per applicable AHERA regulations for K-12 schools and to prepare an Asbestos Management Plan documentation for Derry Township School District, as needed.

SCOPE OF SERVICES

Based on our understanding of the subject buildings and the AHERA requirements, ECS has prepared the following Scope of Services.

Periodic Surveillance and Reinspection Services

ECS will review the previously completed surveys and management plans for each school. ECS will visit each school building listed above to perform visual surveillance of the known and assumed asbestos-containing materials and to document the location and condition of each material observed (known, assumed, or new). The assessment will be generally non-invasive/non-destructive.

At this time, no sampling will be performed as part of the surveys. Reasonable assumptions regarding the presence of suspect asbestos-containing materials located within inaccessible areas will be made as necessary.

The AHERA Re-Inspections will be conducted by an EPA-accredited asbestos inspector to assess the previously documented asbestos-containing materials in general accordance with EPA Standard 40 CFR 763, Sub Part E, Asbestos Hazard Emergency Response Act (AHERA). This will include assessing both friable (easily crumbled under hand pressure) and non-friable materials.

OUT OF SCOPE OBSERVATIONS

If during the performance of our Scope of Services additional environmental issues are observed that are beyond the Scope of Services outlined within this proposal, ECS may contact Derry Township School District to discuss the relevance and significance of the observation in order to determine if the observation requires additional assessment, inclusion in our final report, or a modification to our Scope of Services and fee.

SAFETY

ECS personnel are responsible for their own personal safety. While on-site, if ECS personnel deem a condition unsafe and the performance of our Scope of Services cannot be completed, you will be notified of the unsafe condition. ECS personnel will not proceed further with the Scope of services in that area until the unsafe condition is corrected.

REPORTS AND MEETINGS

ECS will prepare one AHERA Periodic Surveillance and Reinspection report for the project. A copy of the report will be forwarded electronically upon completion of the project and will include a project background, sampling methodologies, laboratory results, photographs, and our conclusions. Hard copies of the report can be provided at cost.

Meetings requested by Derry Township School District (both on-site and at ECS' office beyond the Scope of Services outlined above) will be invoiced on a time and materials basis.

PROJECT FEES AND SCHEDULE

Project Fees

The estimated fee to perform the proposed tasks is provided in Table 1. Our estimate is based on experience with similar projects. ECS performs consulting services on a unit-rate basis. This estimate is based on our best estimate of the time required to complete the task. Any additional time and/or laboratory testing above the costs estimated in Table 1 will be billed in accordance with our standard unit rates. Pricing assumes work to be performed during normal business hours (7 am to 5 pm) Monday through Friday.

Submitted charges for work are based on the number of units of work actually performed. If unusual conditions are encountered that could affect the performance of the project, we will notify you immediately, so that appropriate changes can be made to the Scope of Services and the fee estimate adjusted accordingly, if necessary. It should be noted that meetings and consultations provided at the request of the client, and beyond the scope of this proposal, will be billed in accordance with ECS' standard fee schedule.

Table 1 - Estimated Fees			
Task/Item	**Unit Rate**	**No. of Units**	**Fee**
Periodic Surveillance (1 trip every 6 months for 3 years)	$1,500.00	6	$9,000.00
3-Year Reinspection and Reporting (7 buildings)	$6,000.00	1	$6,000.00
Total Estimated Fee for Proposed Scope of Services:			**$15,000.00**

Project Schedule

Unit Rates for Additional Sampling, Services, or Meetings outside the Scope of Work:

- Asbestos Bulk Sample Analysis (PLM 5-Day TAT) - $ 8.00 per sample
- Environmental Project Manager - $ 135.00 per hour
- Asbestos Inspector - $ 110.00 per hour
- Principal/Certified Industrial Hygienist/Certified Safety Professional - $180.00 per hour
- Mileage - $ 0.67 per mile
- Equipment / Supplies - Cost plus 15%

If areas of the property cannot be observed due to inaccessibility or unsafe conditions beyond the control of ECS, we will wait until such time either that the area is accessible or the unsafe conditions are corrected. If ECS must make an additional visit to the site, a change order will be provided for our additional fees.

If other items are required because of unexpected field conditions encountered in our fieldwork, or because of a request for additional services, they will be invoiced in accordance with our current Fee Schedule. Before modifying or expanding our scope of services, you will be informed of our intentions for both your review and authorization.

ECS will rely on Derry Township School District to provide access to the subject properties.

LIMITATIONS

Conclusions and recommendations pertaining to environmental conditions at the subject site are limited to the conditions observed and the materials sampled at the time this study will be undertaken. The survey is not intended to represent an exhaustive research of every potential hazard or condition that may exist, nor does it claim to represent conditions or events that arise after the survey. The sampling results only represent the locations at the time and day of collection.

The following services are not included; repairs to damaged materials from sampling, O&M Plans, site health and safety of non-ECS personnel, project monitoring, attendance at meetings, or services not specifically defined herein. These services may be provided as an expansion of our services, upon request for an additional fee.

ECS has made the following assumptions in developing this proposal:

- Prices presented herein are valid for 60 days from the date of this proposal.
- Additional project services not specifically addressed by this proposal shall be charged on a time and materials basis.

PROPOSAL ACCEPTANCE

Please complete the following Proposal Acceptance form and return to ECS to indicate acceptance of this proposal and to initiate services on the referenced project. The Client's below signature indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

PROPOSAL INFORMATION	
ECS Proposal Number	47:38204
Location	30 E Granada Avenue, Hershey, Pennsylvania
CLIENT INFORMATION	
Signature - Authorized Representative for Entity Responsible for Payment	
Print or Type Name of Client and Company	Lindsay K. Drew, School Board President Derry Township School District
Date of Execution	
Proposal Addressee - Name	John Fready
Proposal Addressee - Company	Derry Township School District

INVOICE INFORMATION Please Print Below if Invoice Addressee is Different or Special Invoicing Instructions	
Invoice Addressee - Name	
Invoice Addressee - Company	
Invoice Addressee - Street Address	
Invoice Addressee - Street Address	
Invoice Addressee - City, State, Zip	
Invoice Addressee - Email	
Invoice Addressee - Phone Number	
Purchase Order Number	
Client Project/Account Number	
Pay Application Required	

TERMS AND CONDITIONS

Attached to this proposal and an integral part of our proposal, are our "Terms and Conditions of Service". These terms and conditions represent the current recommendations of the Geoprofessional Business Association (GBA), the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

Our insurance carrier requires that we have a signed contract prior to the release of any information. This letter is the agreement for our services. Your acceptance of this proposal should be indicated by signing and returning the enclosed Proposal Acceptance form to us.

ECS MID-ATLANTIC LLC
TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Mid-Atlantic LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S, agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 **In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.**

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, *e.g.*, subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT and CLIENT's Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are $10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed $20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of $10,000, ECS' total aggregate liability to CLIENT shall not exceed $50,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to $500,000.

19.0 INDEMNIFICATION

19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent

acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

ECS Mid-Atlantic, LLC

Proposal for AHERA Inspection Services

Derry Township School District
30 E Granada Avenue, Hershey, Pennsylvania 17033

For: Derry Township School District
30C East Granada Avenue, Hershey, Pennsylvania 17033

ECS Proposal Number 47:38204
April 8, 2025

April 8, 2025

Mr. John Fready
Director of Buildings and Grounds
Derry Township School District
30C East Granada Avenue
Hershey, Pennsylvania 17033
jfready@hershey.k12.pa.us

ECS Proposal No. 47:38204

Reference: Proposal for AHERA Inspection Services, Derry Township School District, 30 E Granada Avenue, Hershey, Pennsylvania 17033

Dear Mr. Fready:

ECS Mid-Atlantic, LLC (ECS) is pleased to provide Derry Township School District with this proposal for performing AHERA Inspection Services for Derry Township School District. Our proposal contains a summary of relevant information as we understand it, a project schedule, and the estimated fees for completion of the proposed services.

We understand the property is located at 30 E Granada Avenue in Hershey, Dauphin County, Pennsylvania. Based on the information available, a property description is noted within the attached proposal along with a description of our scope of services.

We appreciate the opportunity to be of service to you on this important project. If you have any questions or comments concerning this proposal, or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us.

Sincerely,

ECS Mid-Atlantic, LLC

Cody Warner
Environmental Project Manager
cwarner@ecslimited.com
717-589-9610

Michael K. Smith, CSP
Environmental Principal
mksmith@ecslimited.com
717-589-9610

PROJECT INFORMATION AND SCOPE OF SERVICES

Property Description and Background

The client has requested ECS to provide asbestos-containing materials surveys compliant with regulations set forth by US EPA Asbestos Hazard Emergency Response Act (AHERA) Regulations (40 Code of Federal Regulation (CFR) 763 Subpart E) for the schools and associated school buildings listed below. During a review of the AHERA asbestos documentation provided to ECS by Derry Township Schools for the AHERA 3-Year reinspection project, ECS determined that certain schools and other Derry Township School buildings did not have AHERA ACM survey reports that are required by the EPA.

The client has requested that ECS perform asbestos testing and perform full interior AHERA compliant surveys for schools and and miscellaneous school facility buildings like garages, storage and maintenance buildings. The following buildings will be included in this scope of service:

- High School
- Middle School
- Early Childhood Center and Intermediate School
- District Office (as part of the Granada Building)
- Power Train Gym (as part of the Granada Building)
- Med Center (as part of the Granada Building)
- Maintenance Building

Purpose

The purpose of this AHERA Inspection Services is to evaluate whether asbestos-containing materials (ACMs) may be present within the building materials of each specified school per applicable AHERA regulations for K-12 schools and to prepare an Asbestos Management Plan documentation for Derry Township School District, as needed.

SCOPE OF SERVICES

Based on our understanding of the subject buildings and the District's request, ECS has prepared the following Scope of Services.

Asbestos-Containing Materials

For each school, the non-invasive surveys will target accessible portions of the interior areas of each of the school buildings only for compliance with AHERA. Exterior materials and roofing materials will be excluded from the scope of the surveys as these suspect materials are not covered under AHERA regulations. ECS can survey the exterior areas and roofs of the buildings as an add-on to this proposal if requested. The focus of the asbestos surveys initially will be the main school buildings utilized by the students and faculty/staff. At this time, ECS will not include any outbuildings or support buildings that may be covered under AHERA under this scope of work if they are not specifically listed by the client. ECS will propose to survey the outbuildings and support buildings covered under AHERA at a later time when the main school buildings have been surveyed and documents updated. At this time,

the surveys do not include destructive testing that may require access within wall, ceiling, or floor cavities to access hidden materials. ECS will rely on Derry Township School District to provide access to the subject property.

While the surveys will generally be non-destructive, the nature of an asbestos-containing materials survey requires limited destructive means to collect bulk samples (approximately one square inch in size) of suspect asbestos-containing materials. ECS will attempt to perform bulk sampling in discrete areas. ECS will not perform patching or repair to sample locations. During the survey, attempts will be made to sample suspect asbestos-containing materials in readily accessible areas. However, due to the nature of an asbestos survey and the inability and impracticality of accessing some hidden locations, some areas/materials may still be deemed inaccessible and/or not surveyed. Reasonable assumptions regarding the presence of suspect asbestos-containing materials located within inaccessible areas will be made as necessary. Areas that require a ladder taller than a 6-foot stepladder or 14-foot extension ladder may be deemed inaccessible.

To facilitate this inspection ECS will request that Derry Township School District provide fire evacuation plans, previous asbestos surveys, previous management plans, or as-built drawings.

The asbestos survey will be conducted by asbestos inspectors who have received United States Environmental Protection Agency (US EPA) accredited training and are licensed by the Commonwealth of Pennsylvania to identify and sample suspect asbestos-containing materials (ACMs) in general accordance with US EPA Asbestos Hazard Emergency Response Act (AHERA) Regulations (40 Code of Federal Regulation (CFR) 763 Subpart E) and Occupational Safety and Health Administration (OSHA) Standard 29 CFR 1926.1101 Inspection Protocol. The assessment includes the collection of bulk samples of friable (easily crumbled under hand pressure) and non-friable materials suspected of containing asbestos for laboratory testing. Multiple samples of thermal system and surfacing materials (e.g., pipe insulation, wall plaster, fireproofing, textured coatings, etc.) may be required based on OSHA and EPA regulations. At the discretion of the ECS inspector, samples may be analyzed using "Positive Stop" methodology. This methodology states that if one sample of a homogeneous material is found to contain asbestos, the remaining samples of that material are not analyzed. EPA regulations stipulate that if one sample contains asbestos, the entire quantity of that material contains asbestos, regardless of additional analysis.

Samples collected during the survey will be submitted to an independent laboratory for analysis by polarized light microscopy (PLM) in accordance with EPA testing methods. The samples will be analyzed using the current EPA 600 methodology. The laboratory selected by ECS for the project will be accredited by the U.S. Department of Commerce, National Institute of Standards and Technologies, National Voluntary Laboratory Accreditation Program (NVLAP) for PLM analysis.

OUT OF SCOPE OBSERVATIONS

If during the performance of our Scope of Services additional environmental issues are observed that are beyond the Scope of Services outlined within this proposal, ECS may contact Derry Township School District to discuss the relevance and significance of the observation in order to determine if the observation requires additional assessment, inclusion in our final report, or a modification to our Scope of Services and fee.

SAFETY

ECS personnel are responsible for their own personal safety. While on-site, if ECS personnel deem a condition unsafe and the performance of our Scope of Services cannot be completed, you will be notified of the unsafe condition. ECS personnel will not proceed further with the Scope of services in that area until the unsafe condition is corrected.

REPORTS AND MEETINGS

ECS will prepare one AHERA Management Plan for each school building. A copy of the reports will be forwarded electronically upon completion of the project and will include a project background, sampling methodologies, laboratory results, photographs, and our conclusions. Hard copies of the report can be provided at cost.

Meetings requested by Derry Township School District (both on-site and at ECS' office beyond the Scope of Services outlined above) will be invoiced on a time and materials basis.

PROJECT FEES AND SCHEDULE

Project Fees

The estimated fee to perform the proposed tasks is provided in the table below. Our estimate is based on experience with similar projects. ECS performs consulting services on a unit-rate basis. This estimate is based on our best estimate of the time required to complete the task. Any additional time and/or laboratory testing above the costs estimated in Table 1 will be billed in accordance with our standard unit rates. Pricing assumes work to be performed during normal business hours (7 am to 5 pm) Monday through Friday.

Submitted charges for work are based on the number of units of work actually performed. If unusual conditions are encountered that could affect the performance of the project, we will notify you immediately, so that appropriate changes can be made to the Scope of Services and the fee estimate adjusted accordingly, if necessary. It should be noted that meetings and consultations provided at the request of the client, and beyond the scope of this proposal, will be billed in accordance with ECS's standard fee schedule.

Estimated Fees

	Qty	Rate	Unit	Cost
Task 1: Field Work				
Absestos Insepctor (8 days @$1,600/day)	8	$1,600.00	per day	$12,800.00
			Activity Total	**$12,800.00**
Task 2: Laboratory Analysis				
Asbestos - PLM (3 Day TAT)	650	$8.00	per sample	$5,200.00

	Qty	Rate	Unit	Cost
			Activity Total	**$5,200.00**
Task 3: Reporting				
Final Report	6	$850.00	per report	$5,100.00
			Activity Total	**$5,100.00**
			Grand Total	**$23,100.00**

Project Schedule

Unit Rates for Additional Sampling, Services, or Meetings outside the Scope of Work:

- Asbestos Bulk Sample Analysis (PLM 5-Day TAT) - $ 8.00 per sample
- Environmental Project Manager - $ 135.00 per hour
- Asbestos Inspector - $ 110.00 per hour
- Principal/Certified Industrial Hygienist/Certified Safety Professional - $180.00 per hour
- Mileage - $ 0.67 per mile
- Equipment / Supplies - Cost plus 15%

If areas of the property cannot be observed due to inaccessibility or unsafe conditions beyond the control of ECS, we will wait until such time either that the area is accessible or the unsafe conditions are corrected. If ECS must make an additional visit to the site, a change order will be provided for our additional fees.

If other items are required because of unexpected field conditions encountered in our field work, or because of a request for additional services, they will be invoiced in accordance with our current Fee Schedule. Before modifying or expanding our scope of services, you will be informed of our intentions for both your review and authorization.

ECS will rely on Derry Township School District to provide access to the subject properties.

LIMITATIONS

Conclusions and recommendations pertaining to environmental conditions at the subject site are limited to the conditions observed and the materials sampled at the time this study will be undertaken. The survey is not intended to represent an exhaustive research of every potential hazard or condition that may exist, nor does it claim to represent conditions or events that arise after the survey. The sampling results only represent the locations at the time and day of collection.

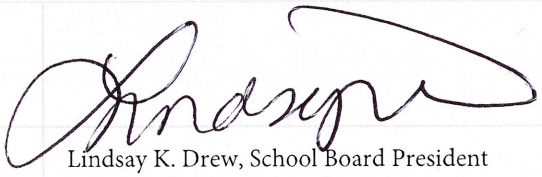
The following services are not included: repairs to damaged materials from sampling, O&M Plans, site health and safety of non-ECS personnel, project monitoring, attendance at meetings, or services not specifically defined herein. These services may be provided as an expansion of our services, for an additional fee.

ECS has made the following assumptions in developing this proposal:

- ECS assumes interior areas can be accessed with a 6-foot stepladder or 12-foot extension ladder.
- Prices presented herein are valid for 60 days from the date of this proposal.
- Additional project services not specifically addressed by this proposal shall be charged on a time and materials basis.

PROPOSAL ACCEPTANCE

Please complete the following Proposal Acceptance form and return to ECS to indicate acceptance of this proposal and to initiate services on the referenced project. The Client's below signature indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

PROPOSAL INFORMATION	
ECS Proposal Number	47:38204
Location	30 E Granada Avenue, Hershey, Pennsylvania
CLIENT INFORMATION	
Signature - Authorized Representative for Entity Responsible for Payment	
Print or Type Name of Client and Company	Lindsay K. Drew, School Board President Derry Township School District
Date of Execution	May 12, 2025
Proposal Addressee - Name	John Fready
Proposal Addressee - Company	Derry Township School District

INVOICE INFORMATION Please Print Below if Invoice Addressee is Different or Special Invoicing Instructions	
Invoice Addressee - Name	
Invoice Addressee - Company	
Invoice Addressee - Street Address	
Invoice Addressee - Street Address	
Invoice Addressee - City, State, Zip	
Invoice Addressee - Email	
Invoice Addressee - Phone Number	
Purchase Order Number	
Client Project/Account Number	
Pay Application Required	

TERMS AND CONDITIONS

Attached to this proposal and an integral part of our proposal, are our "Terms and Conditions of Service". These terms and conditions represent the current recommendations of the Geoprofessional Business Association (GBA), the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

Our insurance carrier requires that we have a signed contract prior to the release of any information. This letter is the agreement for our services. Your acceptance of this proposal should be indicated by signing and returning the enclosed Proposal Acceptance form to us.

ECS MID-ATLANTIC LLC
TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Mid-Atlantic LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S, agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 **In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.**

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, *e.g.*, subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT and CLIENT's Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**

18.1.1 If the proposed fees are $10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed $20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of $10,000, ECS' total aggregate liability to CLIENT shall not exceed $50,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to $500,000.

19.0 INDEMNIFICATION

19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent

acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

Food Safety SOLUTIONS INC

P. O. Box 1637
7460 Lancaster Pike, Ste 9
Hockessin, DE 19707

FOOD SERVICE SAFETY AND SANITATION PROGRAM SERVICE AGREEMENT

Overview

This agreement is between Food Safety Solutions LLC (FSS) and Derry Township School District for the 2025-2026 school year at the price set out in **Schedule B.**

As a reminder, our service includes Education and other Services as well as trade secrets, as outlined in **Schedule A**. Derry Township School District agrees to not, except as required in the conduct of School District's business, use, publish or disclose any of FSS's trade secrets until at least such time the information is no longer secret. If the School District does disclose any of FSS's trade secrets, the School District will notify FSS of such disclosure or use.

Term and Termination

This agreement is for three years from July 1, 2025 – June 30, 2028. FSS reserves the right to increase or decrease prices. The School District reserves the right to accept or reject any price increase and terminate the agreement.

All materials, dispensers, accessories, and instructional charts that are provided as part of this program remain the property of Food Safety Solutions LLC and may be removed if, and when the program is cancelled.

Services

Food Safety Solutions LLC will visit each of the schools listed for seven (7) cycles during each full school year.

Billing and Remittance

All billing will be from FSS unless otherwise notified. Remittance should be made payable to:

Food Safety Solutions LLC
P.O. Box 1637
Hockessin, DE 19707

Accepted By:

Derry Township School District

Name Lindsay K. Drew Title School Board Persident

Signature _____ Date May 12, 2025

Food Safety Solutions, LLC

_____ Date _____

Benjamin Roderick, President

Food Safety SOLUTIONS INC

P. O. Box 1637
7460 Lancaster Pike, Ste 9
Hockessin, DE 19707

THIS SCHEDULE IS CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE UNDER: Pennsylvania – Pennsylvania's New Right to Know Law. Chapter 7; Sections 707. Production of certain records and Section 708 (b) (11) Exception for public records; exempt access to records which are "A record that constitutes or reveals a trade secret or confidential proprietary information."

SCHEDULE A

EDUCATION AND SERVICES

All services, materials, and consultation are included in the total cost provided under the Food Service Safety and Sanitation Service Agreement, offering complete budget control and predictability to the School District. Food Safety Solutions LLC ("FSS") will provide education & training, materials, services and inventory control and reports as follows.

I. Education

A. FSS food safety and sanitation education program include district in-service education, site-based education, and educational materials for the Participating Schools. The goal of the FSS education program is to provide education for the managers and employees of the School District and standardize sanitation and safety procedures in each Participating School's kitchen facility.

B. Education will be provided during each service cycle at each of the Participating Schools. Each educational session is approved for a minimum of .25 Continuing Education Credits (CEU) for School Nutrition Association (SNA) and/or a minimum of .25 CEU's towards USDA mandated Professional Standards Curriculum. The education provided will address each school's specific needs and will include on-going curriculum of sanitation and workplace topics.

C. FSS will make available the National Restaurant Association (NRA) Manager ServSafe® training to School District employees on a scheduled training date.

1. FSS will offer the course and test for eligible employees for a nominal fee per student.

2. The education provided through ServSafe® courses will complement the services provided by FSS.

3. Textbooks, Answer Sheets and Shipping/Handling charges are not included in this cost and will be ordered at the current prevailing rate at the time of order.

D. FSS will offer other courses at various costs per student.

II. Materials

A. Sufficient cleaning products, such as cleaners, detergents, cleaning and sink gloves, bottles, buckets, etc. and OSHA approved dispensing systems, including detergent, rinse agent, delimer and descale materials (if appropriate) will be provided and replenished as needed at each participating site.

B. SDS, posters and charts, procedure guide, and ancillary items (*e.g.*, pac cutters, sanitizer test strips, etc.) will be provided and replenished as needed at each participating site.

Food Safety SOLUTIONS INC

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C. Each of the participating schools is granted a non-exclusive license to use the program and the program materials. FSS will take steps to safeguard use of the program content by entities operating without an agreement from FSSI or a related entity.

D. Provide chemical service application and delivery.

III. Service

A. Food Safety Specialists will visit each of the Participating Schools Seven (7) times per full school year. The Specialists are certified in the administration, instruction, and recognition of HACCP program integrity and verification.

B. Food Safety Specialists will spot check holding and serving temps to facilitate conversations with staff. The District's HACCP Plan will be the point of reference for education and information with staff. This spot check is designed to be random in nature and can never be used to replace federal and state requirements for on-site, safe monitoring of food.

C. Food Safety Specialists will survey and audit each Participating School's kitchen, and provide immediate corrective action, staff training, action documentation, and supervisor notifications for follow-ups. The survey and audit are intended to measure due-diligence and verify system execution and staff motivation.

IV. Reports / Review

A. FSS will provide documentation of the education received for School District due-diligence files.

B. All materials required for OSHA compliance will be placed in and kept current in each of the Participating Schools.

C. After completion of each survey and audit, FSS will generate a service report that documents program compliance and areas where further management action is required. These reports may serve as critical due-diligence confirmation and provide the School District with an electronic record of program compliance.

D. After each full school year, FSS manager will meet (in person or by phone) with the School District Food Safety Directors to review the year's accomplishments and make recommendations for program improvement.

Ph: 877.235.0177 ■ Fx: 302.235.0174 ■ www.foodsafetysolutionsinc.com

Food Safety SOLUTIONS INC

P. O. Box 1637
7460 Lancaster Pike, Ste 9
Hockessin, DE 19707

PA Schedule B – SY 2025-2026

Derry Township - Cost per School Site

Schools by Site – Billing Cycle is August – May for Ten (10) payments to be paid for each contract month.
Safety and Sanitation Program and Warewash (if applicable) Services for each site:

	Schools	Cost per month
1	Hershey Early Childhood Center	$205.49
2	Hershey Elementary School	$313.64
3	Hershey Middle School	$313.64
4	Hershey High School	$313.64
	TOTAL COST PER MONTH	**$1,146.41**

Total Cost for SY 2025-2026 **$11,464.10**

CAROL H. GILBERT CONSULTING
TRAINING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is executed this **27th day of March, 2024** (the "Effective Date") by and between **Carol H. Gilbert Consulting**, with a principal place of business at 316 Maple Avenue Millersville, PA 17551 (the "Consultant"), and **Derry Township School District,** with a principal place of business at **PO Box 898, Hershey, PA 17033** (the "Client").

Background.

The Consultant is engaged in the business of providing training and program reviews to the food industry for the safe and effective handling of food, training on federal regulations relating to National School Lunch Programs, and business-consulting services related thereto. The Client wishes to retain the Consultant for the purpose of providing certain services, and the Consultant wishes to provide such services specified herein, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing Background and the mutual covenants contained herein, and intending to be legally bound, the Consultant and the Client hereby agree as follows:

1. Engagement. As of the effective Date, the Client hereby engages the Consultant to provide certain services as hereinafter provided, and the Consultant accepts such engagement on the terms and conditions set forth in this Agreement.

2. Services of Consultant. The Consultant agrees to provide training for the Client as follows:

Day # 1

a. Training Topics:
   - **To Be Determined**

b. Date: **Thursday, August 7, 2025**

c. Time: **7:30 am – 3:00pm**

Day # 2

a. Training Topics:
   - **To Be Determined**

Date: **Wednesday, August 13, 2025**

d. Time: **11:30am – 2:30pm**

3. Materials. The Consultant will provide all materials necessary to provide the services required by this Agreement, except that the Client will provide the following materials: Training Supplies: Screen, cart for computer, and 1-8'table for trainer supplies. Room should allow for comfortable seating, 6-8 per table, with participants facing the screen.

CAROL H. GILBERT CONSULTING
TRAINING SERVICES AGREEMENT

4. Compensation. Compensation. For the services provided hereunder, the Consultant shall be paid a **total** consulting fee **$1810.00.** The Consultant shall provide an invoice for its fee and travel expenses (lodging and mileage as deemed necessary). Travel and mileage expenses are estimated at: **$65.00**. The Client shall pay for the services provided within thirty (30) days following receipt of the Consultant's invoice. Any payments not made within such time shall *be subject to a late charge of 1-1/2% per month from the due date of payment*

5. Term and Termination. This Agreement is for an indefinite term, and shall terminate upon completion of the services by the Consultant and payment for such services by the Client, and may also be terminated earlier by either party upon at least seven (7) days prior written notice to the other party. In the event of such early termination by the Client, the Consultant shall be entitled to payment in full for all services provided, expenses incurred and supplies purchased prior to the date of notice of such termination.

6. Independent Contractor Status. Nothing in this Agreement will be construed to constitute the Consultant as an employee, agent, partner or joint venturer of or with the Client, nor shall either party have any authority to bind the other in any respect, it being intended that the Consultant shall, at all times, remain an independent contractor responsible for its own actions and taxes, as noted in Paragraph 8 below.

7. Taxes. The Consultant shall be responsible for payment of all taxes incurred in connection with the compensation received hereunder, and the Client will not:

(a) Withhold income taxes or FICA from the Consultant's payments or make income tax or FICA payments on the Consultant's behalf; or

(b) Make state or federal unemployment compensation contributions on the Consultant's behalf.

The charges of Consultant for services under this Agreement do not include any state or local sales, use, property or value added taxes. If the Consultant is required to pay such taxes based on the services provided under this Agreement, such taxes shall be separately billed to the Client.

8. Assignment. This Agreement may not be assigned by the Consultant without the prior written permission of the Client. Otherwise, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest.

9. Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. No change or modification of this Agreement will be enforceable against any party unless the same is in writing and signed by the party against whom enforcement is sought.

10. Notices. Any notice or communication required or permitted hereunder will be sufficient if delivered personally, or sent by first class mail, postage prepaid, addressed to the other party at the address set forth in the beginning of this Agreement or at such other address as may hereafter be designated by notice actually delivered and received.

CAROL H. GILBERT CONSULTING
TRAINING SERVICES AGREEMENT

11. Resolving Disputes. In the event of any suit or other legal action between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses incurred in connection therewith in addition to any other relief to which such party may be entitled.

12. Governing Law. This Agreement is entered into and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

GILBERT CONSULTING, LLC

By: Christi Beazley 3.27.25
Christi A. Beazley, President — Date

CLIENT:  May 12, 2025
Date

Print Name: Lindsay K. Drew

Gretna Glen Camp and Retreat Center
87 Old Mine Road
Lebanon, PA
17042, USA
p.: 717-273-6525
camp@gretnaglen.org
www.gretnaglen.org

April 01, 2025

Booking Contract: Hershey Middle School - 8th Grade Day Retreat

Dear Erick,

We look forward to hosting your group at Gretna Glen!

Finalizing your reservation is as easy as 1-2-3.

Step 1: Review the Booking Contract and eSign the User Agreement below.

Step 2: Login to the Booking Portal to make your deposit OR mail a check.

https://gretnaglen.campbrainbookings.com/

Booking Number: 739877

Primary Contact (Last Name): Valentin

Step 3: Email your group's Certificate of Insurance.

Please be sure your COI lists Gretna Glen Camp & Retreat Center as the Certificate Holder and as Additional Insured. Policy dates on the COI must be effective at the time of your retreat.

Email to camp@gretnaglen.org.

One Month Prior to Your Retreat Checklist:

- ☐ **Call our office to Submit your Final Billing Numbers (FBN) and to confirm retreat details.**
  Your FBN is due to our office on May 13, 2025
  We will not bill for less than the FBN or the minimum booking number for your reservation, whichever number is greater. You may continue to add to your FBN after the due date.
- ☐ **If utilizing Gretna Glen Meal Service, send your retreat attendees the link below.**
  Only guests with dietary allergies, intolerances, or needs should complete this submission form:
  https://gretnaglen.org/special-diets-and-food-needs/
- ☐ **If utilizing Gretna Glen Programming, individuals will need to complete the form below.**
  Either print this form for your attendees or send them the link for them to print and bring along:
  Gretna Glen Indemnity & Release Form

  Completed release forms can be handed to the facilitator at the start of your programming session. If you are aware of any participant that requires any special accommodations, please notify Dan Kirby (dkirby@gretnaglen.org) prior to your event so that he can plan a rewarding experience for all.

If you have any questions or if there is any way we can help you prepare for your retreat at any point, please email camp@gretnaglen.org or call our office 717-273-6525.

We are excited for your time apart at Gretna Glen!

-The Staff at Gretna Glen

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April 01, 2025

Booking Contract: Hershey Middle School - 8th Grade Day Retreat

Organization: Hershey Middle School
Primary Contact: Erick Valentin
Address: 500 Homestead Road
City/State/Zip: Hershey, PA 17033
Contact's Email: evalentin@hershey.k12.pa.us
Contact's Phone:

Booking Name: **Hershey Middle School - 8th Grade Day Retreat**
Booking Number: **739877**
Booking Type: **Day Retreat**
Arrival Date: Jun 3, 2025 9:15 AM
Departure Date: Jun 3, 2025 1:45 PM

Guests

Expected number: 245 **Actual Number:**

Reservations

Resources

Meeting Space

Name	From		To		Notes
Pool Pavilion	Jun 3	9:15 AM	Jun 3	1:45 PM	

Program

Name	From		To		Notes
Boating	Jun 3	9:30 AM	Jun 3	1:30 PM	
Plunger Chucking	Jun 3	9:30 AM	Jun 3	1:30 PM	

Meals and Requests

Financial Information

Charges

Date	Description	Total
Jun 3, 2025	Day Guest On Site Fee: 245 students @ $10.00 per student	$2,450.00
Jun 3, 2025	Boating: 4 hours @ $100.00 per hour	$400.00
Jun 3, 2025	Plunger Chucking: 4 hours @ $100.00 per hour	$400.00

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April 01, 2025

Booking Contract: Hershey Middle School - 8th Grade Day Retreat

Total Fees:	$ 3,250.00
Total Payments:	$ 0.00
Postdated Payments:	$ 0.00
Amount Due:	**$ 3,250.00**

Deposit Amount Due: $1,625.00

Payment Options for Deposit

Option #1

Signed agreement and deposit of 50% of estimated total fee is $1,625.00 and is due by April 22, 2025.

Option #2

Signed agreement and deposit of 25% of estimated total fee is $N/A and is due by April 22, 2025.

An additional amount of 25% of estimated total fee is $N/A and is due by April 4, 2025.

*Deposit amounts are based on your estimated number of attendees.

*Remaining balance is due at the time of the event.

*If booking less than 60 days from the event date, only option #1 is available.

Checks can be made payable to Gretna Glen Camp & Retreat Center, 87 Old Mine Road, Lebanon PA 17042.

If your group prefers to make a credit card or ACH payment, you may login to https://gretnaglen.campbrainbookings.com/

Booking Number: 739877
Primary Contact (Last Name): Valentin

Cancellation Policy

If the event is 6 months away or less and must be cancelled, deposits that have been paid will be non-refundable.

If the event is more than 6 months away and must be cancelled, deposits that have been paid will be refunded less 10% of the deposit.

Please be aware that your group's Final Billing Number is due to our office by May 13, 2025. After your group has submitted this number to our office, your group will not be billed for less than that number of guests.

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April 01, 2025

Booking Contract: Hershey Middle School - 8th Grade Day Retreat

As a camp and retreat community, we are committed to creating a safe, healthy, and respectful environment for all our guests, campers, and staff. To ensure everyone's well-being and to uphold these values of our camp community, we have established the following guidelines: the use of tobacco, alcohol, weapons, and illegal drugs is strictly prohibited. Additionally, it is not acceptable to engage in public nudity, obscenities, or any type of illegal activities. The appropriateness of rental group programming is ultimately at the discretion of the Camp Director with guidance from the Eastern Pennsylvania UMC, Camp & Retreat Board. If an individual believes they need specific accommodation, please contact our office.

The Gretna Glen Camp & Retreat Center Guest Group Agrees to:

- Return the signed User Agreement, deposit payment, and Certificate of Insurance by the due date stated in the booking contract. If these items are not received, Gretna Glen may open these dates to other groups.
- Contact Gretna Glen with the Final Billing Number (FBN) of event participants by the date stated on the booking contract. You may continue to add participants after this date, however you will not be billed less than the FBN.
- Contact Gretna Glen one week prior to your event with Final Attendee Number (FAN), schedule, and dietary needs.
- Upon arrival, check-in at the Camp Office to meet your camp host.
- Respect the religious beliefs of Gretna Glen Camp & Retreat Center and do nothing by word or act to detract from those beliefs.
- Give Gretna Glen permission to use photos/images of your group and its members in publicity & marketing. (If this is not acceptable, please let your host know).

Facilities

- Groups are responsible for their own pillows, sheets/blankets or sleeping bags, towels and toiletries.
- The average temperature in our lodges and meeting rooms is 70 degrees in the fall, winter & spring months.
- Gretna Glen cannot be responsible for personal property.
- All furnishings (tables, chairs, mattresses, etc.) must remain in the rooms they occupy and not taken outside.
- Candle burning is not permitted in any building (including meeting rooms). We can provide battery operated candles if needed.
- Fireworks are not permitted.
- Unnecessary discharge of fire extinguishers incurs a $75 fee per extinguisher
- Damage to facilities and property may result in a charge.

Insurance

Each Guest Group should provide a Certificate of Insurance naming Gretna Glen as additionally insured.

Camp Conditions & Policies

- Alcohol, illegal drugs, paintball guns, firearms & weapons, fireworks, pets, ATVs, snowmobiles, and personal watercraft are not permitted on the property.
- Gretna Glen is a smoke-free facility. Smoking (including e-cigarettes/vape pens/jewel) is not permitted in buildings or anywhere on the property.
- Outdoor quiet hours are from 11:00 pm – 7:00 am.
- Use only BLUE painter's tape to hang items on walls, doors, etc. The use of any other material (including other tapes, thumb tacks, or sticky tack) to hang items is prohibited. Blue tape is available, just ask your host.
- Fires should only be lit in approved Gretna Glen stoves, fireplaces or campfire sites. Please communicate fire needs with your camp host.
- Please do not bring pets, if a service dog is part of the group, please let us know in advance.
- We recommend that group leaders take all steps to appropriately screen any staff with responsibilities or access to minors. Pa State Resources are available at https://www.compass.state.pa.us/cwis/public/home
- Vehicles should be locked and parked in designated areas.

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April 01, 2025

Booking Contract: Hershey Middle School - 8th Grade Day Retreat

Healthcare/First Aid

• Groups should be prepared to provide their own first aid, emergency care and emergency transportation, if needed. Directions to nearest emergency facilities and phone numbers are included in your welcome packet.

• It is strongly advised that the guest group provide an adult with CPR/AED and first aid certification from a nationally-recognized provider.

• Gretna Glen will provide a locked box for you to keep your camper/guests medications in a safe place.

• Gretna Glen recommends that you have a health history form on hand for each guest in case of an emergency. Basic information such as name/address/date of birth/emergency contact names and phone numbers/list of known allergies and health conditions, along with a signed permission for treatment for any guest under 18, is advised.

Supervision

Guest groups will provide adult leadership to adequately supervise all activities of the group. We advise using this guide. Campers/Guests under 18 should never be one on one with an adult.

Camper Age	Number of supervisors	Overnight Campers	Day-Only Campers
4-5 Years	1	5	6
6-8 Years	1	6	8
9-14 Years	1	8	10
15-18 Years	1	10	12

• Guest group leadership will inform all of its members of the Conditions & Policies, and enforce the policies within the group.

• Guest Groups will respect the privacy and personal property of other groups, guests, and individuals.

• Gretna Glen/EPA UMC is committed to providing a safe and secure environment for all children and youth who visit our facility. It is recommended that groups have appropriate screening policies including a criminal background check and child abuse clearance for their adults who have responsibilities for or access to participants under 18.

Always in groups of 3, at least one being an adult.

Meals (if utilizing Gretna Glen food service)

• Meal times are 8:00-12:00-5:00pm (unless otherwise scheduled)

• Please provide food allergies/special dietary needs one week prior to the event. We are unable to meet special diets that are a matter of personal preference, however, our diverse menu is available one week in advance of events if that would help with special diet planning.

• We do have a guest special food refrigerator available in our dining hall kitchen, if special food items are needed and are brought by your attendees.

• Snacks can be provided by our kitchen for an additional charge – schedule in advance.

Program Activities/Resources

• Outdoor Sports Activities Areas such as basketball, 9-square, volleyball, soccer, gaga are available as part of your stay. Equipment is provided.

• Boating, Swimming, Fishing, Archery, Low & High Ropes, Outdoor Education activities are available to reserve ahead of your event by our office staff. These areas are off limits without Gretna Glen Staff Facilitation.

• Media/AV/Supplies: Easel/White boards available as requested. TV or Projector/DVD are available in each meeting space.

Guidelines for Checkout

• Check out time is as contracted for your event/retreat.

• Close all windows and exterior doors. Remove all food, items, supplies brought by the Guest Group from refrigerators and other storage areas.

• Deposit trash and garbage in provided receptacles. Recycle when possible.

• Pick up trash/paper/debris creating a surface that is easily vacuumed.

• Return all facility furniture and equipment to their original location(s).

• Before leaving, please talk to your host.

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April 01, 2025

Booking Contract: Hershey Middle School - 8th Grade Day Retreat

User Agreement

I / we have read the entirety of this Agreement. We agree to the following in regards to the Booking Contract and User Agreement for use of the buildings/facilities for the dates and times listed on Booking Contract.

Now, therefore, in consideration of the mutual promises contained herein and other good valuable consideration, the parties hereto agree as follows: User agrees to indemnify and hold camp harmless from any and all liability including attorney's fees arising out of User's use of the above premises or the building(s) of which the facilities are a part or the parking facilities on or adjacent thereto (hereinafter "the facilities").

User understands that the responsibility to obtain liability and property insurance is upon the User. It is not the duty or responsibility of Gretna Glen Camp & Retreat Center to insure the User's use of the facilities. It is recommended that the User obtain its own liability and property coverage for its use of the facilities.

User agrees to abide by and obey all laws, ordinances, and regulations promulgated by any government unit having jurisdiction in the Camp's locale. User will not engage in any activities in violation of such laws, ordinances, rules and regulations.

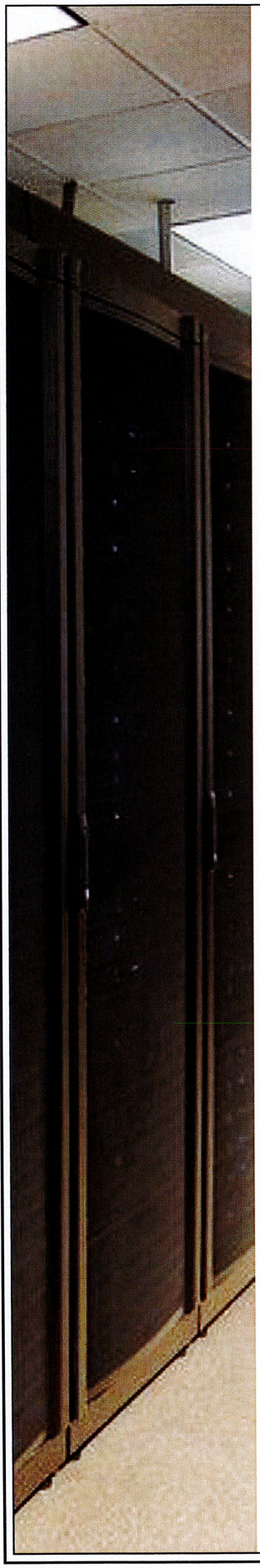
Camp may terminate this Agreement at any time by written notice.

User Representative Signature | Lindsay K. Drew **User Representative Printed** | Date May 12, 2025

Date(s) of Use Jun 3, 2025

Send this signed user agreement along with deposit to:

Gretna Glen Camp & Retreat Center
87 Old Mine Road
Lebanon, PA 17042
camp@gretnaglen.org



870 Tuck St. Lebanon, PA 17041
(PH) 717-685-8100 (FX) 717-427-1712
Sales@KIT-Communications.com

Proposal

Derry Township School District

Proposal for:	**Phil Ayala**
Prepared by:	**Lisa Webb**
Proposal Date:	**4/7/2025** *Valid for 30 days from proposal date*

Summary

SSA Exacq License Renewal - Derry Township School District 2025-2026

Proposal #: **54960-EX25**

870 Tuck St. Lebanon, PA 17042 Sales@KIT-Communications.com Phone: 717-685-8100 Fax: 717-427-1712

Quoted Scope of Work

KIT Communications to provide the following Exacq License Renewals to Derry Township School District for 1YR
MAC Address: AC-1F-6B-7B-D9-DE
Qty (27) SSA-EVENIP-01 ENTERPRISE software updates per IP camera, per year.

Period 9 May 2025 - 9 May 2026

Price:

$1,304.64

Plus sales tax as applicable

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

Confidential and Proprietary Information of KIT Communications and Derry Township School District.

870 Tuck St. Lebanon, PA 17042 Sales@KIT-Communications.com Phone: 717-685-8100 Fax: 717-427-1712

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 and 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. I 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.

Confidential and Proprietary Information of KIT Communications
and Derry Township School District.

870 Tuck St. Lebanon, PA 17042 Sales@KIT-Communications.com Phone: 717-685-8100 Fax: 717-427-1712

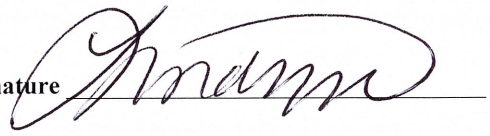
Authorization to Proceed

Payment Terms: Net 30

Acceptance of Proposal **54960-EX25** – 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: **$1,304.64**

Date of Acceptance: May 12, 2025

Signature 

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

Confidential and Proprietary Information of KIT Communications and Derry Township School District.

INVOICE

Derry Township School District
30 E Granada Ave
HERSHEY PA 17033
USA

Invoice Date
Mar 12, 2025

Invoice Number
INV-22148

Foodworks
Technologies
P.O. Box 7126
Fishers, IN 46038

Description	Quantity	Unit Price	Amount USD
Menulogic K12 District License	1.00	2,100.00	2,100.00
Menulogic K12 Site License	4.00	400.00	1,600.00
Support and Training (included)			
Annual Renewal Date = July 1			
		Subtotal	3,700.00
		TOTAL TAX	0.00
		TOTAL USD	**3,700.00**

Due Date: Aug 1, 2025
Please remit payment to address listed above.

By submitting payment for this invoice, you acknowledge and agree to the terms and conditions outlined in our Terms of Service agreement. The Terms of Service agreement, available in our Support Center website or upon request, govern the use of the products or services provided.

Please include a copy of Sales Tax Exemption certification or email copy to accounts@menulogic-k12.com.

Billing contact: accounts@menulogic-k12.com

Board approved May 12, 2025
Michele Ager, Board Secretary

PROPOSAL

CUSTOMER:

Derry Township School District
Attn: Gregory Hummel
Phone: 717.531.2233
ghummel@hershey.k12.pa.us

CONTACT:

Christina Gifford

PrimeroEdge
4422 Cypress Creek Parkway
Suite 400
Houston, TX 77068-3416

Main: 281.453.8560
Cell: 559.389.9255
Christina.gifford@primeroedge.com

PROPOSAL DATE: March 4, 2025

PRICING July 1, 2025-June 30, 2026

SOFTWARE 2025-2026 Renewal

Product Description	Unit Price ($)	Quantity	Extended Price ($)
PrimeroEdge Central Office Software Annual Subscription License July 1, 2025-June 30, 2026	$995.00	1	$995.00
PrimeroEdge Premium Front Office Software Annual Subscription Licenses for July 1, 2025-June 30, 2026	$795.00	4	$3,180.00
Digital Menus Includes access to School Café Online Menus for July 1, 2025-June 30, 2026	$195.00	4	$780.00
		Total:	$4,955.00

Board approved May 12, 2025
Michele Agee, Board Secretary

PSX Inc. | PHILADELPHIA
708 Terminal Way, Kennett Square, PA 19348
610.444.8210 | 800.562.3286 | www.psxgroup.com

January 27, 2025

Mr. Phil Ayala
Director of IT
Derry Township SD
30 E. Granada Ave.
Hershey, PA 17033

RE: S2 Access Control SSA 2026

Dear Phil:

Thank you for the opportunity to present our Standard & Premium Maintenance Agreement proposal. As requested, PSX is providing Derry Township SD with the S2 Access Control SSA renewal licenses included in each option. The term of this agreement is from 06/30/2025 through 06/30/2026. This solution is available for purchase through PSX Inc **Costars Contract Number 040-E22-137**

Scope of Work –Access Control & Intrusion

Standard Maintenance

- Provide & Install (1) Year Standard S2 SSA Access Control Licenses & Software Support
  - 128 Portal License
- Provide (1) Year Bosch Remote Access to Intrusion Systems (4 locations)

Premium Maintenance Agreement:

Access Control & Intrusion Devices: High School Only

- Provide & Install (1) Year Standard S2 SSA Access Control Licenses & Software Support
  - 128 Portal License
- Provide (1) Year Bosch Remote Access to Intrusion Systems (4 locations)
- PM Inspection of Intrusion System – Test all intrusion devices (274) one time per year
- PM Inspection of Access Control – Test all access control devices (111) one time per year

Select Option Below:

_____ OPTION 1 – STANDARD SUSP (1) YEAR SSA - TOTAL PROJECT COST: $9,600.00

_____ OPTION 2 – PREMIUM MAINTENANCE AGREEMENT ACCESS CONTROL & INTRUSION TOTAL PROJECT COST: $22,200.00 (Includes option #1)

TERMS AND CONDITIONS

Unless otherwise noted the following terms and conditions apply.

Pricing

1. Pricing is valid for 90 days.
2. Pricing based upon our standard Merit Shop Labor Rates. If requested, Union / Prevailing wage may be quoted separately.
3. All work to take place during allowable school schedule.
4. Pricing does not include any third-party setup and/or service fees including, but not limited to, internet service, firewall set up, telephone service, hosting, and credit card gateway or processing fees, etc.
5. Pricing includes freight.
6. Pricing does not include sales tax. If you are tax exempt, please provide form otherwise sales tax will be charged.

Payment Terms

1. 50% invoiced upon the PO date/order date.
2. 50% invoiced at project completion.
3. All invoices are payable Net 30 terms

Delivery

1. PSX is not responsible for delays in parts, components, materials caused by supply chain-related issues or changes in supply chain conditions.

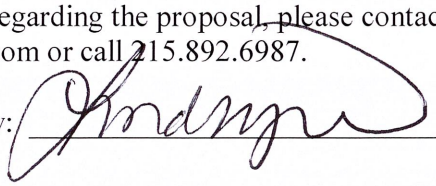
Exclusions

1. EXCLUDED: Civil work, including but not limited to: concrete, concrete pads, network infrastructure & network connectivity, power, conduit, wiring, PSX will use existing Loops, Electrical, Conduit, and Concrete.
2. Permits if required provided by others.

Provided by Others (unless otherwise specified in the proposal)

- Permits, drawings, inspection fees and any costs associated with permits and drawings.
- Any work required to bring the existing facility up to code.
- Power circuits, conduit, wiring and connections in accordance with manufacturer specifications and typical layout drawings.
- Low-voltage conduit and wiring in accordance with manufacturer specifications and typical layout drawings.
- Server system for on-premises solutions in accordance with manufacturer specifications.
- All IP networking hardware and configuration for the proper functioning of the system. IP networking devices include, but are not limited to, modems, routers, switches, firewalls, and VPN devices.
- TCP/IP LAN drops to specified areas.
- Safe, secure, and climate-controlled location, including office fixtures, for head-end server installation.

If you have questions regarding the proposal, please contact me directly via email at al.mandia@psxgroup.com or call 215.892.6987.

Agreed & Accepted By: 

Sincerely,
Al Mandia
Albert Mandia
Senior Account Manager
Email: al.mandia@psxgroup.com | **Office:** 610.444.8210 | **Cell:** 215.892.6987

Creative Solutions for Parking, Security and Beyond!

PSX Inc. | PHILADELPHIA
708 Terminal Way, Kennett Square, PA 19348
610.444.8210 | 800.562.3286 | www.psxgroup.com

March 7, 2025

Mr. Phil Ayala
Director of IT
Derry Township SD
30 E. Granada Ave.
Hershey, PA 17033

RE: S2 Video SSA 2026

Dear Phil:

Thank you for the opportunity to present our Standard & Premium Maintenance Agreement proposal. As requested, PSX is providing Derry Township SD with the S2 SSA renewal licenses included in each option. The term of this agreement is from 06/30/2025 through 06/30/2026. This solution is available for purchase through PSX Inc **Costars Contract Number 040-E22-137**

Scope of Work

Standard Video SSA

- Provide & Install (1) Year Standard S2 SSA Video Licenses & Software Support
  - 6 Servers –All Camera Licenses

Premium Maintenance Agreement: Video SSA & HS Camera Maintenance

- Provide & Install (1) Year Standard S2 VIDEO SSA
  - 6 Servers – All Camera Licenses
- PM Inspection of Cameras – Clean, Adjust, & Focus High School cameras (77) one time per year
- Bucket Truck Rental

Select Option Below:

_____ OPTION 1 – STANDARD SUSP (1) YEAR VIDEO SSA - TOTAL PROJECT COST: $11,500.00

_____ OPTION 2 – PREMIUM MAINTENANCE AGREEMENT VIDEO TOTAL PROJECT COST: $19,995.00 (Includes option #1)

AMQ5027

TERMS AND CONDITIONS

Unless otherwise noted the following terms and conditions apply.

Pricing

1. Pricing is valid for 90 days.
2. Pricing based upon our standard Merit Shop Labor Rates. If requested, Union / Prevailing wage may be quoted separately.
3. All work to take place during allowable school schedule.
4. Pricing does not include any third-party setup and/or service fees including, but not limited to, internet service, firewall set up, telephone service, hosting, and credit card gateway or processing fees, etc.
5. Pricing includes freight.
6. Pricing does not include sales tax. If you are tax exempt, please provide form otherwise sales tax will be charged.

Payment Terms

1. 50% invoiced upon the PO date/order date.
2. 50% invoiced at project completion.
3. All invoices are payable Net 30 terms

Delivery

1. PSX is not responsible for delays in parts, components, materials caused by supply chain-related issues or changes in supply chain conditions.

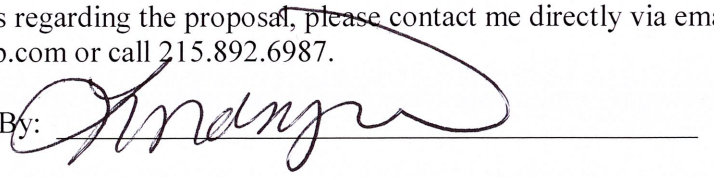
Exclusions

1. EXCLUDED: Civil work, including but not limited to: concrete, concrete pads, network infrastructure & network connectivity, power, conduit, wiring, PSX will use existing Loops, Electrical, Conduit, and Concrete.
2. Permits if required provided by others.

Provided by Others (unless otherwise specified in the proposal)

- Permits, drawings, inspection fees and any costs associated with permits and drawings.
- Any work required to bring the existing facility up to code.
- Power circuits, conduit, wiring and connections in accordance with manufacturer specifications and typical layout drawings.
- Low-voltage conduit and wiring in accordance with manufacturer specifications and typical layout drawings.
- Server system for on-premises solutions in accordance with manufacturer specifications.
- All IP networking hardware and configuration for the proper functioning of the system. IP networking devices include, but are not limited to, modems, routers, switches, firewalls, and VPN devices.
- TCP/IP LAN drops to specified areas.
- Safe, secure, and climate-controlled location, including office fixtures, for head-end server installation.

If you have questions regarding the proposal, please contact me directly via email at al.mandia@psxgroup.com or call 215.892.6987.

Agreed & Accepted By: 

Sincerely,
Al Mandia
Albert Mandia
Senior Account Manager
Email: al.mandia@psxgroup.com | **Office:** 610.444.8210 | **Cell:** 215.892.6987

Bill To:
Derry Township School District
30 E. Granada Avenue
Hershey, PA 17033
Phone: 717-534-2501 x3234

LEASE/PO

Pennsylvania State Contract Number – 4400029666

To:
Quadient Leasing, Inc.
478 Wheelers Farms Road
Milford, CT 06461
800-881-6245

Ship To:
Derry Township School District
Attention: Charles Morder
30 E. Granada Avenue
Hershey, PA 17033
Phone: 717-534-2501 x3250

QTY	PART NUMBER	DESCRIPTION		TOTAL
1	IX7	iX-7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge		
1	IXDS7	Dynamic Weighing Platform for IX Series 7/7PRO Bases		
1	IXPWRSTACKER	Conveyor Stacker & Adaptor (IX7 & IX7PRO ONLY)		
1	IXWP10	IX Series 10 lb Weighing Platform		
1	WP10STDN	10lb Scale Stand for IXWP10, ISWP10 & INWP10		
1	ESP01N	15 AMP Power Conditioning line filter		
		Monthly Meter Rental Included		
		Annual Maintenance Included		
		Lease Term: 60 months Billing Frequency: Quarterly		
			MONTHLY	$381.42
			QUARTERLY	**$1,144.26**

1. Order is governed under the terms and conditions of the Contract number 4400029666. Enter this order in accordance With the prices, terms, delivery and specifications listed above.

2. Payments will be sent to:
Quadient Leasing, Inc
Dept. 3682
PO Box 123682
Dallas, TX 75312-3682
Federal ID Number 94-2984524

3. Send all correspondence to:
Quadient USA, INC.
478 Wheelers Farms Road
Milford, CT 06461

Authorized By — May 12, 2025 (Date)

Lindsay K. Drew, School Board President
Print Name and Title

quadient

USPS® PostageNow™ – ACH Debit for Postage Customer Authorization and Agreement

PostageNow™ is a service from the USPS® that allows **Neopost/Quadient** meter customers to have immediate access to postage with an automatic electronic payment process. To start using PostageNow™ to pay for your **Postage-On-Call® (POC)** meter postage, simply complete this form and fax it to **Quadient** for processing. Incomplete forms will not be setup, requiring the customer to fund postage meters via another funding option. This form can be used for account updates, retransmits and terminations.

Customer Information

Company Name Derry Township School District	
Contact Name Mindy Bell	
Mailing Address 30 E. Granada Avenue	
City, St., Zip Hershey, PA 17033	
Phone Number 717-534-2501	Fax Number
Email Address mbell@hershey.k12.pa.us	

Account Information

POC Account #	Meter Serial #
Bank Name First National Bank	
Bank Address 4140 E State Street	City, St., Zip Hermitage PA 16148
9-Digit Bank Transit / ABA Routing # 043318092	
Customer Bank Account # 539016246	
Account Type (Checking, Savings) Checking	

Please indicate (check one): ☑ New set-up ❑ Account update ❑ Retransmit ❑ Terminate

Notes

- If you have debit blocks on your bank account, please make sure that you have Quadient set up with your bank as an authorized debitor. Your bank will need our **company ID #1942388882.**
- Please provide a copy of a voided check or a letter from your bank showing your routing number and bank account number.

Terms of Agreement

1. Quadient will conduct a PostageNow™ account system test called a pre-notification (pre-note). Pre-notes help ensure the accuracy and reliability of your bank routing number, bank account number and related account-processing procedures. Quadient will generate a $10.00 pre-note transaction that will be debited from your designated bank account and will serve as the pre-note test. After a successful test, the $10.00 will be deposited to your POC account to be used for postage.
2. There is a $50 annual maintenance fee. Once the pre-note is complete, Quadient will initiate a transaction for the first year maintenance fee. Thereafter, the annual, non-refundable maintenance fee will be debited from your bank account on the anniversary date of your enrollment. There is a $25 fee for any returned ACH debits from your bank. Quadient reserves the right to change the terms and fee structure for the PostageNow™ service upon 30 days written notice.
3. You may add postage to your meter(s) at any time. The amount of postage you add to your meter(s) through PostageNow™ will be automatically deducted from your designated bank account you authorize.
4. This PostageNow™ agreement is subject to, and the parties agree to be bound by, the National Automated Clearing House Association (NACHA) rules relating to Corporate Trade Payment entries in the administration of these debit entries. Any issues, objections or discrepancies regarding the amounts debited should be reported in writing, within 90 days from the debit date, by Certified Mail-Return Receipt Requested, to Quadient Postage Administration. Failure to deliver such notice within the prescribed period shall constitute an absolute waiver by the customer of any and all remedies, causes of action and other forms of relief arising out of or in connection with each such debit transaction.
5. I agree that any information submitted to Quadient on this Customer Authorization and Agreement is submitted as if it were submitted via Quadient's website, and as such, the following terms shall govern my submission of such data: https://www.quadient.com/ach-privacy-notice.
6. Information submitted to Quadient on this Customer Authorization and Agreement shall be retained pursuant to the terms of the ACH Privacy Notice.

PostageNow™ is a registered trademark of the USPS®.

USPS® PostageNow™ Customer Authorization

I acknowledge that I have read and agree to the terms of the PostageNow™ postage payment service. I authorize Quadient to debit the designated bank account identified above to pay for postage downloads through the Postage-On-Call account on behalf of the USPS®. This authority is to remain in full force and effect until Quadient has received 30 days written notification of its termination from me or my organization. In addition, Quadient, at its discretion, may terminate my use of the PostageNow™ service. Any termination will take effect only after all entries originated by Quadient have been honored.

Name Lindsay K. Drew	Title School Board President
Signature	Date May 12, 2025

Please submit this form via fax to 800.237.0692 or via email to us.pocadmin@quadient.com.
Questions, please call Customer Service at 800.636.7678.

WEB SERVICE AGREEMENT

THIS AGREEMENT between Sharp Innovations, Inc., a Pennsylvania corporation with its principal business location at 3113 Main Street, Conestoga, PA 17516, hereinafter referred to as the "Service Provider" and **Derry Township School District,** with its primary place of business at **30 E Granada Ave, Hershey, PA, 17033**, hereinafter referred to as "Client Company."

In consideration of the mutual covenants contained in this Agreement and specifically in consideration of the payment of the fees by Client Company to Service Provider as set forth herein, Service Provider agrees to provide the work and services as detailed in this Agreement and subject to the conditions set forth herein all as follows.

SECTION I | DEVELOPMENT PROVISIONS

A. Service Provider shall conduct **web hosting, design, content, and web programming** for the Client Company. It is also agreed that the Client Company shall provide all necessary data and information needed to perform the tasks at hand.

B. **T/M Billing Definition:** All fees for any web services that may be quoted hourly ("time and materials") represent an estimate of the total number hours needed to complete the requested tasks. More time might be needed beyond the originally estimated time after the prepaid number of hours expires, or if additional work that is out of scope is requested by client. The Client Company will be notified in either instance:

- **All web programming, web content or other stated hourly estimated services – For such services, 50% of the estimated cost is collected upfront, included in the total project cost. The balance is billed monthly until client approves final work for completion.**

In our decades of development experience, we have found that projects this size or larger tend to have greater levels of complexity that can be hard to quantify during initial project planning. With a time and materials solution, the Client Company is protected from fixed price costs that would otherwise need to be inflated to protect against scope creep for projects of this type.

C. The Service Provider will make every effort to complete as many components as possible with the time constraints allowed for this project. If additional billable time is needed, the Service Provider will contact the Client Company promptly.

D. It is acknowledged that unanticipated errors with site functionality may arise. For that reason, the Client Company agrees that for up to 30 (thirty) calendar days from website launch, any bugs reported or other revision requests to the Service Provider by the Client Company that fall within the scope and specification of the WEB SERVICES AGREEMENT will be repaired at no cost. After the 30 (thirty) calendar days from the launch date, all new bug reports and change requests will be performed at a rate of $175.00 per hour.

E. **Priority Scheduling:** To ensure consistent project progress and scheduling priority amongst other active projects, the Client Company will make every effort to respond to Sharp Innovations during the project duration, providing required materials and input in a timely manner. If communications are delayed by 30 days or more from the Client Company, other client projects may be prioritized above this one. If response times are kept to within 30 days, Client Company will remain in the priority pipeline.

F. **Notable design project overage clause:** For any Client Company that goes beyond 150% of the estimated hours we have included into the project cost as represented by the calculation off of our T/M Payment Option, we will then bill at our standard rate of $130/hour on a monthly basis until approved.

G. **A project reinstatement fee** may be assessed at a value of not greater than 5% of the total project cost, should the Client Company fail to provide input necessary for the Service Provider to be able to make continued project progress after a period of not less than 1 year of requests for said input.

SECTION II | STATEMENT OF WEBSITE CONTENT OWNERSHIP

All data obtained by the Service Provider that is owned by the Client Company will be recognized as the sole property of the Client Company and the Service Provider will not assert any ownership rights therein. If at any time during the business relationship between the Service Provider and the Client Company, the Client Company wishes to cancel this agreement, all website content will be provided to the Client Company by the Service Provider. The Service Provider does retain the right to keep a copy of all work created by the Service Provider for future sales and marketing purposes.

SECTION III | STATEMENT OF CONFIDENTIALITY

All data obtained by the Service Provider from the Client Company shall be held in the strictest confidence and shall not be made known to other persons, parties or businesses without written permission from the Client Company prior to the public launch of the new website or the printing of related marketing materials, advertisements or other publicly viewable items. It is understood that the Service Provider shall have no obligation with respect to any information known by the Service Provider or generally known within the industry prior to the date of this agreement, or becomes common knowledge within the industry thereafter by other means.

SECTION IV | ON-GOING COSTS & SERVICES

Name	Price	QTY	Subtotal
1-Star Shared Website Hosting Shared server environment for https://dtsdonline.com/ WordPress website. This is in addition to fees billed directly to client from Digital Ocean for a Laravel environment for the separate Wellness Application. $50/mo start to be pro-rated upon migration completion	$50.00	1	$50.00
2-Star Support Coverage Unlimited "basic" static website maintenance updates via support@sharpinnovations.com or (717) 290-6760 Programming & design time not included in this	$115.00	1	$115.00
4-Star Custom Maintenance Program 20 hrs/yr of discounted programming & design time Discounted 22.9% from $175/hr to $135/hr Annual hours will begin on the 1st of the month after migration is completed	$225.00	1	$225.00
WordPress Pro-Active Updates Provide bi-annual updates for core WordPress and all plugins for the website. Developer time is not included in this program. If a developer is required to perform updates, a quote will be sent. Otherwise, our support team will perform all possible updates bi-annually.	$20.00	1	$20.00

Total Expected Monthly Invoicing: $410.00

Total Due At Signing: $0.00 | Total Anticipated Monthly Invoicing: $410/mo | Monthly Billing to Begin Upon Service Start. No charge for support time required for migration. If developer time is required to modify the Laravel environment to accommodate the WordPress website migration, a quote will be provided.

SECTION V | PAYMENT TERMS AND OPTIONS

Following are payment options we are making available for your on-going monthly services.

A. Client Company elects to make all payments via:

◯ Credit Card on File ◉ New Credit Card ◯ Business Checking ◯ Check

Click here to pay online via our payment portal. If you do not have an account with us, you can register an account by clicking here. If paying by check, please drop off or send in your payments to:
Sharp Innovations, 3113 Main Street, Building B, Main Level, Conestoga PA 17516

Fees will apply to monthly services for check payments. You may also contact Amy Nolt to provide payment information over the phone: (717) 798-3596

D. These fees are non-refundable, except as a credit on file for time towards any services we can provide if this Agreement is terminated prior to the corresponding work hours being completed. The Service Provider will accept payment in the form of Visa, MasterCard, Discover, American Express, E-Check, Check, or Cash.

SECTION VI | NOTICES

All notices provided for herein shall be deemed given if sent by Certified Mail, Return Receipt Requested, Addressed as follows:

If to Service Provider:
Sharp Innovations, Inc.
3113 Main Street
Conestoga, PA 17516

If to Client Company:
Derry Township School District
Attn: Philip Ayala
30 E Granada Ave
Hershey, PA, 17033

SECTION VII | ENTIRE AGREEMENT

This Agreement, together with all attachments and Exhibits annexed hereto and as referenced online, constitutes the entire agreement between the parties and supersedes and abrogates all other agreements, representations and understandings between the parties heretofore. Any amendments, revisions, supplements or modifications hereto shall be in writing and signed by the parties hereto.

SECTION VIII | CONTROLLING LAW

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and the exclusive jurisdiction and venue for any disputes arising out of the operation of this agreement shall be in Lancaster County, Pennsylvania.

Sharp Representative:

Greg Lauver

Title:

VP of Sales & PM, Partner

Date:

2025-04-03

Client Representative:

Title: School Board President

Date: May 12, 2025

UPCYCLE USA

IT Asset Removal Proposal

PREPARED FOR:

Derry Township School District

CONTACT NAME

Edward Vargas Guzmán

Jared Nicholson

CONTACT INFO

jnicholson@hershey.k12.pa.us

(717) 649-3279

eguzman@hershey.k12.pa.us

(717) 210-9450

You Point. We Pick It Up.™

Upcycle USA is a trusted partner in IT asset disposition and electronic waste recycling, making the disposal of end-of-life (EOL) IT equipment accessible to organizations of all sizes. Through cost-effective and responsible pickup and recycling services, we prioritize data security, regulatory compliance, and a personal touch. Our streamlined approach ensures peace of mind while reducing environmental impact, offering organizations a reliable and sustainable way to manage retired technology.

End of Users*	**5,500**
Pickup Frequency*	**Quarterly, Follow Ups & Quarterly Pickups**
Services Required*	• **Free On-Site Pickup & Logistics** • **Bill of Lading (BOL)**
Deliverables*	• **Bill of Lading (BOL)** • **Certificate of Data Destruction (COD)** • **Certificate of Recycling (COR)**
Account Notes	• **Regular Pick Up Schedule to assist with space issues** • **Regular Pick Up Schedule to assist with inventory control** • **Switch out Gaylords**

Timeline at a Glance

- Month 1
- Month 2
- Month 3
- Month 4
- Month 5
- Month 6
- Month 7
- Month 8
- Month 9
- Month 10
- Month 11
- Month 12

MONTH 1
Initial consultation, asset inventory, and first pickup.

MONTHS 2–11
Scheduled pickups with detailed inventory and secure data destruction services.

MONTH 12
Annual review and adjustments to optimize your engagement.

All Upcycle Partners Receive

Proof of Responsible Recycling

Proof of Data Destruction to Department of Defense Standards

Next Steps

Step 1
Review the Proposed Plan

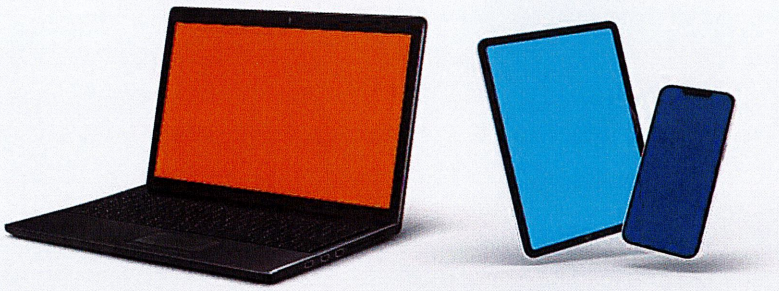
Step 2
Confirm Recommended Services & Schedule

Step 3
Schedule the First Pickup by Contacting:

Contact Name:
[Insert Name]

Email:
[Insert Email]

Phone:
[Insert Phone]



Board approved May 12, 2025
Michele Agee, Board Secretary

PROJECT DETAILS

Derry Township Middle School Sprinkler Head Change Out Proposal

Proposal: 20977-1-0

Customer Name: **Derry Township School District**
Contact Name:

Project Location: **Derry Township SD Middle School**

Scope of Work

Thank you for allowing BSGI to quote our services. Please contact our office with any questions. To accept our proposal and initiate scheduling of work detailed herein, please sign, date and return to dwentz@bsgi.com

Work to be performed during normal BSGI working hours, 7:30am - 4:00pm, Monday through Friday, excluding recognized holidays.

Prices shown do not include PA sales taxes. Work performed to be in accordance with NFPA and manufactures specs. Terms: Net 30 Days upon Credit Approval, 1.5% added monthly.

The sprinkler heads located through out the school failed to pass their 20-year testing. This is due to the water seals not releasing on the sprinkler head. The sprinkler heads that were installed throughout the school are primarily Central brand sprinkler heads. These particular sprinkler heads will not activate in the event of a fire and have been recalled since 2001.

The majority of the sprinkler heads were installed using adjustable drops. The probability that these will not leak after installation of new sprinkler heads are installed are very slim. We will be removing the adjustable drops and installing hard piping to prevent these future leaks from happening.

Inclusions

- Replacement of the sprinkler heads that failed their 20 - year testing. This also includes several other types of heads throughout the school in various mechanical rooms, closets, etc that total 950 sprinkler heads.

- Replacement of the sprinkler heads in the auditorium, and gym, and any other high ceiling with the use of the schools atrium and scissor lifts

PROJECT DETAILS

Derry Township Middle School Sprinkler Head Change Out Proposal

Proposal: 20977-1-0

- Removal of drywall ceiling and ceiling tiles so that access can be made to install new drops to the sprinkler heads

- Removal of old job site materials such as, pipe, sprinkler heads, nipples, adjustable drops etc.

- Replacement of the adjustable drops for the sprinkler heads and replaced with hard piping.

- Installation of new sprinkler escutcheon plates, and spare head wrenches so that there is a representative sample of each head on site as per NFPA 25.

- Work to be performed in accordance with NFPA standards, state, and local codes.

Exclusions & Clarifications

- No provisions have been made in this proposal for the patching or repairing of any drywall that will need removed to replace the sprinkler head/adjustable drop.

- Replacement of the sprinkler heads that are located in the additions with newer sprinkler heads(library, library entrance under the old catwalk, front office area).

- No provisions for painting or patching of any kind.

- Free and easy access to work area is required.

- Assumption of one continuous work phase.

- BSGI to use the school districts atrium lift in the auditorium and scissor lift where needed in other parts of the building.

- Provisions have been made for prevailing wage.

PROJECT DETAILS

Derry Township Middle School Sprinkler Head Change Out Proposal

Proposal: 20977-1-0

Estimate

Financial Summary

Total Proposal Amount, Excluding Taxes	$129,597.08
Estimated Applicable Taxes	$0.00
Total Proposal Amount, Including Taxes	$129,597.08

***Price Valid for 30 Days ***

PROJECT DETAILS

Derry Township Middle School Sprinkler Head Change Out Proposal

Proposal: 20977-1-0

BSGI offers systems under the terms and conditions of PA COSTARS (Cooperative Purchasing Program) contracts:

Security, Surveillance, & Fire Maintenance ITQ #4400023823
Theater Furniture, Fixtures, Audio/Visual Equipment #034-E22-133
Security, Surveillance & Fire Alarm Systems and Services #040-E22-129

Berkshire Systems Group Federal EIN #232218930 SAP #125369 DGS Contractor #4400000185

PROJECT ACCEPTANCE:

Berkshire Systems Group, Inc. **Derry Township School District**

Dillon Wentz — Signature — May 12, 2025 Date

PO#

TERMS & CONDITIONS

Derry Township Middle School Sprinkler Head Change Out Proposal

Proposal: 20977-1-0

1. LIMITATION OF COMPANY'S LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IFCOMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO BREACH OF CONTRACT OR WARRANTY, ANY DEGREE OF NEGLIGENCE OF COMPANY IF PERMITTED BY APPLICABLE LAW, STRICT PRODUCT LIABILITY, SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, THE SYSTEM, OR ANY SERVICES CONTRACTED-FOR UNDER THIS AGREEMENT, COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO THE SUM OF TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00), AND THIS LIABILITY SHALL BE EXCLUSIVE. COMPANY MAY ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY CUSTOMER AND COMPANY IN WRITING. THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; DAMAGED OR DESTROYED PROPERTY, OR LOSS OF USE OF PROPERTY; GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES, PAIN AND SUFFERING AND DEATH; LOSS OF WAGES AND EARNING CAPACITY; CROSS-CLAIMS AND CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES. THROUGHOUT THIS AGREEMENT, THE COMPANY INCLUDES ITS EMPLOYEES, SUBCONTRACTORS (INCLUDING THE MONITORING SUBCONTRACTOR). NOTHING CONTAINED HEREIN SHALL BE CONSTRUED IN A MANNER WHICH WOULD RENDER OR MAKE THIS CLAUSE, IN WHOLE OR IN PART, VOID AND/OR UNENFORCEABLE.

2. INSURANCE WAIVER OF SUBROGATION. Customer understands that the COMPANY IS NOT AN INSURER. Customer is responsible for obtaining all insurance Customer believes is necessary. The payments Customer makes under this Agreement are not related to the value of the Premises or Customer's possessions, but based on the cost of the System and Company's services only. To the fullest extent permitted by applicable law, Customer and Customer's insurance company release Company from any liability for any loss, event or condition covered by Customer's insurance. THIS IS A WAIVER OF SUBROGATION PROVISION.

3. LIMITED WARRANTY. (Does Not Apply to Take Over)

(a) For 12 months from the date of this Agreement and for New Sales only, Company warrants that if any part of the System actually sold and installed by Company does not work because of a defect or because of ordinary wear and tear, Company will repair or replace that part at no charge to Customer. The Limited Warranty does not cover batteries, nor does it apply if the System has been damaged by Customer, accidents, power surges, misuse, vandalism, lack of proper maintenance, or unauthorized changes or acts of God (such as fires, earthquakes, floods, tornadoes, etc.).

(b) This Limited Warranty is the only warranty Company makes, is made only if Company installed the System, and takes the place of all other warranties whether express or implied. NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL SUCH WARRANTIES BEING EXPRESSLY WAIVED UNDER THIS AGREEMENT.

(c) Company will only provide Limited Warranty service if Customer notifies Company of a problem or need of service. Once notified, Company will service the System as soon as it reasonably can during normal business hours (9:00 a.m. to 5:00 p.m.), excluding Saturday, Sunday and Holidays. Company makes no promise that there will be no interruption of services after a service request has been made and before service is complete.

4. CUSTOMER'S PROTECTION OF COMPANY. THIS AGREEMENT IS INTENDED ONLY FOR CUSTOMER'S BENEFIT. THEREFORE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER SHALL PROTECT, INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS COMPANY FROM ALL LIABILITY AGAINST ALL THIRD PARTY CLAIMS OR LOSSES (INCLUDING PAYMENT OF COMPANY'S ATTORNEYS' FEES AND COSTS) BROUGHT AGAINST COMPANY ARISING FROM OR RELATING TO THIS AGREEMENT AND/OR THE SYSTEM, BUT (a) ONLY TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT ACTS OR OMISSIONS OF THE CUSTOMER OR ANY THIRD PARTY, AND (b) FROM THE COMPANY'S OWN NEGLIGENCE, BUT ONLY IF PERMITTED BY APPLICABLE LAW. NOTHING CONTAINED HEREIN, INCLUDING (b) ABOVE, SHALL BE CONSTRUED TO REQUIRE ANY INDEMNIFICATION WHICH WOULD RENDER OR MAKE THIS CLAUSE, IN WHOLE OR IN PART, VOID AND/OR UNENFORCEABLE.

5. CUSTOMER'S AGREEMENTS. Customer has the authority to sign this Agreement and in doing so will not violate any other agreement. It is the sole responsibility of Customer to test the operation of the system Central Station Monitoring at least weekly, and immediately notify Company of any problem or need of any service. To the extent the applicable Township requires a construction, electrical or any other permit for any of the installation or other services contracted-for under this Agreement, Customer authorizes Company to apply for said permits as its agent. Customer understands that the System is designed to reduce, but not eliminate, certain risks. Company does not guaranty that the System will prevent personal injury, property damages, or unauthorized entrances into the Premise.

Customer understands and agrees that any subcontractor retained by Company to provide any of the services under this Agreement (including the Monitoring Subcontractor), are independent contractors and independent operating companies. There is no partnership, joint venture, employer/employee, master/servant, or other similar relationship between them.

Customer agrees to pay Company its charges on a per-call time and materials basis for (i) any service to the System not covered by any Warranty service or otherwise requested on an emergency basis; and (ii) time spent by Company, waiting at the Premises for the local authority having jurisdiction or applicable Township inspector to inspect and/or approve any installation of other services contracted for under this Agreement. All of Customer's duties and obligations under this Agreement continue even if the Customer sells or leaves the Premises. Customer agrees to register the System, if required by the local county, township or municipality.

6. REMEDIES. If Customer fails to perform its obligations under this Agreement, Company will give Customer written notice of default. If Customer does not cure the default in full within 10 days of the date of the notice, Company may terminate this Agreement and Customer must pay Company, to the fullest extent permitted by applicable law: (a) all amounts then due; (b) 50% of the amount due the Company for the remainder of this Agreement (as an agreed-upon amount of damages and not as a penalty); and (c) Company's reasonable collection costs, including attorney's fees and costs. If this Agreement is terminated, Company will not provide any other services, including Monitoring Services, after that date. If Company waives any default, Company is not waiving other defaults. Any waiver by Company must be in writing. Company reserves the right to terminate the Monitoring, with no further obligation to Customer, upon 14 days advance written notice to Customer in the event of (i) excessive runaway and/or false signals, or (ii) non-monetary material breaches of this Agreement, or the reasonable policies and procedures of the Monitoring Subcontractor. Any default by the Customer under this Agreement is a cross-default under any and all other agreements between the Customer and Company, and the Company has all of the rights and remedies available to it under any other such agreement.

TERMS & CONDITIONS

Derry Township Middle School Sprinkler Head Change Out Proposal

Proposal: 20977-1-0

7. LATE CHARGES/PRICE INCREASES. All invoices from Company are due within 30 days of receipt, unless otherwise stated in writing. If Customer is more than 15 days late with payment, Company can charge Customer interest of 1.5% per month (18% per annum), or the maximum amount permitted by applicable law.

8. ASSIGNMENTS/SUBCONTRACTORS. Customer cannot transfer or assign this Agreement without Company's prior written consent. COMPANY MAY SUBCONTRACT THIS AGREEMENT (IN WHOLE OR IN PART) AND, IF COMPANY DOES SO, THE SUBCONTRACTOR WILL HAVE THE RIGHT TO ENFORCE, AND RECEIVE THE BENEFIT OF, ALL TERMS & PROVISIONS OF THS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE LIMITATION OF COMPANY'S LIABILITY, CUSTOMER'S PROTECTION OF COMPANY, AND WAIVER OF SUBROGATION. COMPANY MAY ASSIGN OR SELL THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.

9. LIMITATIONS ON LAWSUITS; JURY TRIAL. Customer must bring any lawsuit against Company within 1 year after the act, omission or event occurred upon which the lawsuit is based. If Customer does not, Customer has no right to sue Company. Time is of the essence. The discovery rule shall not apply to toll this one (1) year limitation period. TO THE FULL EXTENT PERMITTED BY LAW, COMPANY AND CUSTOMER BOTH GIVE UP THE RIGHT TO A JURY TRIAL.

10. FALSE ALARM CHARGES. In the event a fine, penalty or fee is assessed against Customer or Company by any governmental or municipal authority, department or agency as a result of any false or other alarm condition, Customer agrees to be solely responsible for payment, and shall reimburse the Company for any related fines, penalty or fees it pays.

11. MISCELLANEOUS. This Agreement contains the entire understanding between Customer and Company relating to the subject matter hereof, and replaces any earlier discussions or agreements. This Agreement cannot be changed except by a writing signed by Customer and Company. If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The law of the State where the Premises is located governs this Agreement. The terms and conditions of this Agreement shall prevail over any other terms and conditions of any order form, proposal, purchase order, or other agreement submitted by Customer, even if signed by Company. EXCEPT FOR SUBCONTRACTORS AND ASSIGNEES UNDER SECTION 9 ABOVE, THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

Any repair, service or equipment which Company provides to Customer in the future is subject to the terms of this Agreement, including the Limitation of Liability, Customer's Protection of Company, and Waiver of Subrogation, unless otherwise expressly stated in another written agreement. This Agreement is not binding on the Company until the earlier of: (i) Company signs this Agreement; or (ii) services are commenced under this Agreement.

CUSTOMER INITIALS _____

* I HAVE READ AND AGREE TO THE GENERAL TERMS

Nathan G. Mains
Chief Executive Officer
400 Bent Creek Blvd.
Mechanicsburg, PA 17050-1873
800.932.0588
717.506.2450
PSBA.org

FROM: Nathan G. Mains, Chief Executive Officer

SUBJECT: Appointment of Voting Delegates for the PSBA Delegate Assembly, 2025

DATE: April 4, 2025

The PSBA Delegate Assembly is our annual association-wide business meeting including platform and bylaws consideration, financial updates, and leadership election results. The 2025 Delegate Assembly will occur as a fully in-person event on Tuesday, October 21, 2025, at 2:30 p.m. at Kalahari Resorts & Conventions in the Poconos.

The governing body of your school entity is invited to appoint voting delegates(s) who will represent your entity and vote on your behalf.

The Delegate Assembly will be held after the conclusion of the PASA-PSBA School Leadership Conference. While there is no fee to attend the Delegate Assembly meeting, delegates who wish to attend the conference will need to register separately and pay appropriate fees. Observers are welcome to attend the Delegate Assembly meeting, but only appointed delegates are permitted to participate. All registered delegates will be able to engage in the debates and vote.

Please be sure that the selection of voting delegate(s) is on the agenda of your board's next meeting. Certification of your delegates must be submitted via the form linked to this email.

The form must be received via the online link no later than Friday, June 27, 2025, by 5:00 p.m. Only delegates specifically appointed by their appropriate board for the purpose of serving as a delegate and certified by their board secretary before the deadline are permitted to participate.

PSBA will distribute the final materials in early October. These materials will be distributed via email to the appointed delegates(s), the board president and board secretary.

Responsibilities:

Voting delegates officially represent the entire entity in the following ways:

1. Receive reports from the PSBA president, chief executive officer and treasurer.
2. Receive the election results for PSBA leadership, including PSBA Governing Board officers, Zone Representatives and Sectional Advisors.
3. Consider proposals recommended by the PSBA Platform Committee and adopt the legislative platform for the coming year.
4. Consider and act upon any proposed changes to the PSBA Bylaws.

Eligibility of Delegates:

Each PSBA-member entity is entitled to have at least one voting delegate at the meeting. Only school directors, school board secretaries, and members and secretaries of the governing body of other PSBA-member entities are eligible to serve as delegates. Assistant and recording secretaries, superintendents, or other administrators are

not eligible by virtue of such positions. The bylaws require that all entities submitting voting delegates must have paid their current-year dues to the association. Under the association's bylaws, appointment of delegate(s) permitted by district class are as follows:

- First Class school districts may appoint up to four delegates.
- Second Class school districts may appoint up to three delegates.
- Third Class school districts may appoint up to two delegates.
- Fourth Class districts, intermediate units, career and technical education centers, and other PSBA-member entities may appoint one delegate.

No representative may be appointed by or represent more than one member entity. For example, a delegate cannot represent or vote on behalf of both the board of a school district and the board of an intermediate unit.

Cost:

There is no registration fee to participate in the Delegate Assembly. Travel and other expenses related to attendance are the responsibility of the entity or delegate. An observation area will be open to any member who is not a voting delegate. Those attendees in the observation area are not able to vote or participate in any discussions or debates.

If you have any questions about the Delegate Assembly or appointment of delegates, please email delegate@psba.org.

DTSD Board of Directors Meeting Dates
2025-2026 School Year

- July 28
- August 11, 25
- September 8, 22
- October 6, 20
- November 3, 17
- December 1 (re-organization only) 6PM Meeting
- December 8
- January 12, 26
- February 9, 23
- March 9, 23
- April 7 (Tuesday), 20
- May 4, 18
- June 8, 22

All meetings except for October 6, 20, November 3, 17, April 7(Tuesday), 20, May 4 and 18th (1st & 3rd Mondays) are held on the second and fourth Mondays of each month at 7PM in the Derry Township District Office Board Room (unless otherwise noted). July and December only have one meeting except the re-org meeting on December 1st.

SCHOOL RESOURCE OFFICER
AGREEMENT
BY AND BETWEEN THE DERRY TOWNSHIP SCHOOL DISTRICT AND
DERRY TOWNSHIP POLICE DEPARTMENT

This agreement (hereinafter "Agreement"), made this 12 day of May 2025, is by and between the Derry Township Police Department (hereinafter "the Department") located at 620 Clearwater Rd, Hershey, PA 17033, and the Derry Township School District (hereinafter "the District") located at 30 E. Granada Avenue, Hershey, PA 17033.

WHEREAS, the Department has an existing full-time police department that is sufficiently manned and equipped to effectively provide police services; and

WHEREAS, the District has certain facilities and locations within the Department's zone of police service coverage;

WHEREAS, on or about May 12, 2025, the Department and District entered into a Memorandum of Understanding (MOU) known as and referred to as the Derry Township School District/Derry Township Police Department SRO MOU ("the MOU"), a copy of which is attached hereto and incorporated herein as Exhibit "A".

WHEREAS, the District desires to contract for and obtain School Resource Officer services from the Department.

NOW, THEREFORE, intending to be legally bound, and in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

I. Purpose and Goals

This Agreement establishes and delineates the mission of the School Resource Officer Program (hereinafter "SRO Program") as a joint cooperative effort between the District and the Department. Additionally, the Agreement formalizes the existing relationship between the District and the Department to foster an efficient and cohesive SRO Program that will build a positive relationship between police officers and the youth of the District in addition to reducing criminal conduct committed by juveniles and young adults.

This Agreement delineates the mission, organizational structure, and procedures of the SRO Program as a joint cooperative effort between the District and the Department with the assignment of a police officer (hereinafter "SRO") to the District. The success of the SRO Program relies upon the effective communication between all involved stakeholders. The Department will provide one (1) uniformed police officer who will be present at the High School, Middle School, Elementary School, and/or the ECC, during normal school hours and hours as determined by mutual agreement between the School District and the Police Department. The goals and objectives of the partnership between the SRO Program and the School District are as follows:

A. To mutually provide for a safe and secure environment for all persons working, attending or visiting District buildings and grounds with primary assignment of the School Resource Officer. Nothing in this Agreement however shall restrict mutual assignment of the School Resource Officer to other District facilities or locations within the Department's zone of police service coverage.

B. To mutually cooperate in maintaining a high level of safety for all persons while attending District related functions.

C. To mutually communicate and cooperate regarding police related initiatives occurring within the boundaries of the District.

D. To mutually, when deemed applicable and appropriate, apply counseling, mentoring, and/or alternative resources to conflict resolution consistent with the policies and procedures of the Department and the District realizing that law enforcement processes are but one of the possible solutions available as an option for intervention.

E. To mutually participate in the educational process as a resource and as an advocate for the criminal justice system.

F. To mutually develop and maintain an active partnership between the Department and the District in the interest of preserving a progressive, safe, secure, and tranquil educational environment.

II. SRO Program

This mission of the SRO Program is the reduction and prevention of school related violence and criminal conduct by juveniles and young adults. The SRO Program aims to create and maintain a safe, secure, and orderly learning environment for students, teachers, and staff. This will be accomplished, in part, by assigning a Department Police Officer to the District on a permanent basis.

The Department Police Officer assigned to the District will hold the title "School Resource Officer" (SRO). The SRO will establish a trusting channel of communication with students, parents, teachers, and administrators and have a sincere concern for the District community. The SRO will promote general awareness of the law designed to enable students to become better-informed and effective citizens while empowering students and parents with the knowledge of policing efforts and obligations regarding enforcement, as well as consequences for violations of law.

III. Terms of the Agreement

A. General Provisions

1. Term. The services to be provided under this Agreement shall commence on or about July 1, 2025, of the 2025-26 school year and shall conclude on or about the last day of the June 30, 2027. The parties shall have the right to extend this Agreement on an annual basis by mutual agreement for any subsequent year.

2. Contracted Hours of Service. The SRO will normally work an eight-hour day/40-hour a week schedule. Any time more than that must be counted and paid as overtime by contractual agreement and labor laws. A schedule for the SRO shall be established prior to the beginning of each marking period during the school year. Both the District and the Department shall document the hours worked by the Officer and such records shall be reconciled on at least a quarterly basis.

3. During the school year when school is not in session (holiday, snow day, etc.), the SRO will continue to serve in their SRO capacity executing tasks/assignments identified by the District supervisor.

4. Compensation and Costs and Receipt and Disbursement of Funds. The Township of

Derry Police Department will maintain responsibility for the receipt of funds distributed through the initial and any other applicable grant programs to support the SRO position. Salaries, supplemental funds, and benefits paid to the SRO shall be in accordance with any labor agreement in effect for sworn police officers of the Township of Derry.

The continuation of the School Resource Officer position shall be afforded through cooperative funding arrangements prescribed by the parties to secure this partnership as this position is mutually beneficial to the duties, responsibilities and organizational goals as set forth by both parties to this Agreement.

As per the original agreement between both parties, the District agrees to assume responsibility for seventy-five percent (75%) of the SRO position's costs involving contractually obligated salary and holiday pay for service provided during the academic school year. The District also agrees to assume responsibility for any District requested overtime or services provided outside of the agreed upon work schedule. The SRO will make every effort to coordinate the schedule to accommodate District related special events and minimize overtime charges to the school entity.

The Township of Derry will assume the responsibility for the remaining twenty-five percent (25%) of the SRO's salary and holiday pay and will assign the SRO to duties within the community during the summer break. The dates of the summer break and any additional dates of service needed will be in accordance with the District calendar plus one week prior to the start of school and one week following the close of school or through a mutually agreed upon schedule by both parties. This will allow the SRO to attend the opening in-service and related meetings and activities as well as the opportunity to meet new staff prior to the start of the school year. At the close of the school year, it is imperative to allow 3-5 days following the last student day to complete incident documentation and assist in the review of the Safe Schools Report data. The Township shall also be responsible for all costs associated with the SRO's uniforms, equipment, and training as a Pennsylvania certified municipal police officer.

5. The SRO's responsibilities shall include, but not limited to:

   i. Enforcing the law and protecting students, staff, and the public at large against criminal activity. The SRO shall follow the chain of command as set forth by the Department. District authorities, and the parents of any child involved, shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on campus or off campus, during school hours;

   ii. Providing information concerning questions about policing topics to students and staff;

   iii. Providing classroom instruction on a variety of topics including, but not limited to, narcotics, safety, public relations, occupational training, leadership, and general law enforcement information;

   iv. Coordinating investigative procedures between police officials and District administrators. The SRO shall abide by all applicable legal requirements

concerning interviews or searches should it become necessary to conduct formal police interviews or searches with students or staff on a property or at District functions under the jurisdiction of the District. The SRO will not be involved in searches conducted by the District personnel unless District administrators require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by police officials will be conducted in accordance with applicable legal requirements;

v. Handling initial police reports of criminal activity on District property (as jurisdiction allows and requires);

vi. Taking enforcement action on criminal matters or matters involving criminal conduct committed by juveniles when appropriate. The SRO shall be consulted and shall, whenever practical, advise administrators before requesting additional enforcement assistance on any District property. Inform administrators of any additional police responsibilities that may need to be undertaken;

vii. The SRO shall be highly visible throughout the District yet be unpredictable in their movements. For officer safety reasons, the SRO shall not establish any set routine that allows predictability in their movements and locations;

viii. Confer with District/school administrators to develop plans and strategies to prevent and/or minimize dangerous situations on or near any District facility or involving students at school related activities;

ix. Comply with all laws, regulations, and Board policies applicable to employees of the District, including but not limited to laws, regulations, and policies regarding access to confidential school records. This also includes the detention, investigation and searching of students on school premises, provided the SRO shall, under no circumstances, be required or expected to act in a manner inconsistent with their duties as police officers;

x. Attending special school events, as needed (e.g., PTO meetings, athletic events, school board meetings, etc.);

xi. Attending police agency in-service training as required. Reasonable attempts will be made to schedule such training to minimize the SRO's absence from the District during instructional days. It is the responsibility of the SRO to report schedule conflicts of any type to the District;

xii. Involvement in school discipline when it pertains to preventing a disruption that would, if ignored, place students, faculty, or staff at risk/harm. The SRO will resolve problems to preserve a positive school climate. As to school policy violations, the SRO will take the student to the principal's office for school officials to address. In cases involving non-student adults (staff, faculty, visitors, etc.) the SRO will perform the initial law enforcement actions needed to reestablish good order and discipline on District property;

xiii. The SRO shall attend student suspension/expulsion hearings upon the request of District/school administrators. The SRO shall be prepared to provide testimony on any actions that were taken by the police officer or any personally

observed conduct that relates to the suspension/expulsion hearing. The SRO shall make available any physical evidence that has been gathered in the course of the SRO's investigation, if any. Unless otherwise arranged, the SRO shall be responsible for transporting and safeguarding any physical evidence, such as a weapon, that is needed at the disciplinary hearing. The SRO shall follow Department policy and laws with respect to disclosing any official Department document or juvenile record to the District or student disciplinary hearing officer.

xiv. Developing plans and strategies with the Superintendent to prevent and/or minimize dangerous situations that might result in student unrest or a negative learning environment;

xv. The SRO, through their police experience and background, will advise and assist the District's School Safety and Security Coordinator in developing preventative and response plans to a variety of hazards that the District may encounter (fire, active threats, severe weather, active assailant, evacuations, etc.). Because many of these events will involve active police response and presence, the SRO, as time permits, will assist the School Safety and Security Coordinator in assessing the District environment, any potential threats, and mitigation efforts to prevent any future emergency situations.

xvi. Coordinate all their activities with the building principal and will seek permission, guidance, and advice prior to enacting any programs within the District;

xvii. Wear an approved department uniform, formal business attire, or business casual clothing with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the District and/or Department. The Chief of Police and the Superintendent shall jointly set expectations and resolve any disputes in this area;

xviii. Wear their department authorized duty weapon(s) in accordance with department policy. This includes any weapon(s) stored in their duty vehicle and/or any weapons intended to be stored on school property;

xix. Be available for conferences with students, parents, and faculty members to assist them with problems of law enforcement as it pertains to conduct on District property;

xx. Give assistance to other police officers in matters regarding their District assignment. However, the SRO will not be available to conduct investigations extraneous to their assigned SRO responsibilities for the sake of convenience of expediency without prior approval from their Department Supervisor and coordination with a District administrator;

xxi. Perform other duties as mutually agreed upon by the District and the Chief of Police, so long as the performance of such duties is reasonably related to the SRO Program as described in this agreement, and so long as such duties are consistent with the Police Department rules, regulations, and policies; and

xxii. Work collaboratively with District administrators to determine the goals and priorities for the SRO Program and the parameters for SRO involvement in

school disciplinary matters

xxiii. Participate collaboratively with and be a member of the District's mandated Threat Assessment Team

B. Transporting Students

1. All transportation of non-law enforcement personnel will be kept to an absolute minimum and only for official SRO/ police purposes.
2. The SRO will not transport students in Department vehicles except:
   i. When the students are victims of a crime, under arrest, or some other circumstances exist, and:
   ii. When students are suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period, AND the student is disruptive/disorderly and their continued presence on campus is a threat to the safety and welfare of other students and school personnel.
3. Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The SRO shall not transport students in their personal vehicles.
4. The SRO shall notify District personnel upon removing a student from campus or transporting a student to any location from a District facility. The SRO will comply with Department reporting procedures when transporting any student.

C. Records of Services Rendered

A record of services provided to the District by the Department shall be produced and maintained in the same manner as the police records produced and maintained for municipalities which receive essential police services by the Department. These records shall be made available on the same basis as they are provided to other municipalities receiving police services from the Department.

D. Insurance

Department must acquire and maintain for the duration of this Agreement insurance from a company rated A+ by A.M. Best Company and authorized to do business in the Commonwealth of Pennsylvania with minimum limits as set forth below. A Certificate of Insurance (COI) must be provided annually to prove coverage.

Commercial General Liability:

Occurrence form insurance to include bodily injury, property damage, personal injury, broad form contractual liability coverage.

- Damage to Premises Rented to the Police Department $1,000,000
- Each Occurrence $1,000,000
- Personal & Advertising Injury $1,000,000
- Products & Completed Operations Aggregate $2,000,000
- General Aggregate $2,000,000

Commercial Automobile Liability:

Including coverage for owned, hired and non-owned vehicles.

- $1,000,000 Combined Single Limit for Bodily Injury and Property Damage

Workers' Compensation and Employers' Liability:

- Per state requirements
- Bodily Injury by Accident: Statutory
- Bodily Injury by Disease: Statutory
- Each Employee: $1,000,000

Umbrella/Excess Liability:

To extend additional limits of coverage over the General Liability, Auto Liability, Professional Liability, and Employers' Liability insurance policies.

- Per Occurrence $5,000,000
- Annual Aggregate $5,000,000

Law Enforcement Liability:

- Per Claim $2,000,000
- Aggregate $2,000,000

General Liability, Automobile Liability, Law Enforcement Liability and Umbrella/Excess Liability policies shall be endorsed to include Derry Township School District as an additional insured on a primary and noncontributory basis.

General Liability, Automobile Liability, Umbrella/Excess Liability, Law Enforcement Liability, and Employers Liability policies shall be endorsed to include waiver of subrogation in favor of Derry Township School District.

E. Organizational Structure

1. Qualifications

The SRO shall meet all certification requirements for municipal police officers for the Commonwealth of Pennsylvania and shall meet all requirements as set forth by the Department's rules and regulations. Minimally, the SRO shall:

i. Have and maintain knowledge and skills consistent with modern day police practices;

ii. Obtain and retain all required training to retain the position throughout the duration of the SRO Program;

iii. Have and maintain all knowledge and skill levels as incorporated within the job description of the position and/or rank currently held within the Department;

iv. Be certified by the National Association of School Resource Officers; and

v. Be able to perform the physical requirements of a Department police officer.

2. Supervisory Responsibility for the SRO

The SRO, at all times, shall remain an employee of the Department. The SRO shall not be considered an employee of the District nor be entitled to benefits of the District. The Department shall maintain responsibility for overall command and control of the SRO Program. The Department shall maintain responsibility for the personal and professional conduct of the SRO. The Superintendent shall act as the

main point of contact and the District's Administrator Liaison to the SRO and the Department.

Scheduling of the SRO shall be conducted as a function of supervision. Scheduling needs outside of regularly scheduled school hours involving investigations, trainings, District-related activities and/or District related functions should be coordinated through the cooperative efforts of the SRO, the Administrator Liaison or the District Superintendent and/or designee, and the SRO's supervisor.

Evaluation of the SRO shall be conducted as a function of supervision consistent with the Department's policies and procedures. The Superintendent and the School Safety and Security Coordinator shall have the opportunity to submit supplemental evaluations of the SRO to his/her supervisor related to the fulfillment of position responsibilities within the District. The supervisor, as part of the employee's evaluation, shall consider any such submitted supplemental evaluation. If the SRO's performance does not comply with the expectations of the Superintendent and the Board of School Directors, the District has the right to request a different SRO to provide the required services. Said request will be made in writing to the Chief of Police of the Department.

3. **Selection of the SRO**
When an SRO position becomes available, the Department shall take appropriate steps to fill the job vacancy. The Chief of Police will assign this position. Selection of the SRO shall be consistent with the policies and procedures of the Department concerning selection for Special Assignments, and the qualification and other requirements of this Agreement. The District Superintendent and/or designee and the District's Director of Safe Schools shall be involved in the selection process for the SRO position in a manner mutually accommodating the interests and responsibilities of both parties but minimally involving the District in the interview process for any proposed candidate. While the Department shall retain the right to determine who will ultimately serve in the role as the SRO, the District's involvement, concerns, and comments about the candidate(s) shall be taken into consideration before a selection is made. Should disagreement arise on the selection of the SRO candidate, the concern shall be resolved by mutual agreement through discussion and collaboration between the Chief of Police and District Superintendent.

F. Delineation of Decision-Making Authority or Chain of Command Responsibility

The Department is a Dually Accredited Law Enforcement Agency by the Commission on Accreditation for Law Enforcement Agencies (CALEA) and the Pennsylvania Law Enforcement Accreditation Commission (PLEAC). The department has a well-developed body of policy and procedure in place managing a chain of command, span of control, and resolution of conflicting orders. All chain of command issues involving the SRO shall be resolved through existing police department policy.

Decision making authority related to law enforcement issues shall be retained by the SRO as a sworn police officer. Decision-making authority related to school policy, procedures, and practices shall be retained by the administration and staff of the District. Inconsistencies and/or conflicts between Department policy and District

policy shall be resolved through mutual collaboration and alterations or amendments to this Agreement.

G. Receiving Confidential Student Information

1. When receiving information and evidence from student education records, the SRO shall:
    i. Be considered "school officials" with legitimate educational interests in the education records as defined under Family Educational Rights and Privacy Act (hereinafter "FERPA");
    ii. Only use the information for the purpose(s) for which the disclosure was made (e.g., to promote school safety and the physical security of students);
    iii. Comply with the re-disclosure requirements in 34 C.F.R. 99.33(a) which means that the information may not be disclosed to other officers or officials who are not acting as school officials; and
    iv. Return the information to the District after the purpose for the disclosure has been satisfied or securely destroy the information in accordance with the Department's record retention and destruction procedures.
    v. Otherwise comply with all applicable requirements under FERPA and its accompanying regulations at 34 CFR 99.1 *et seq.*
2. The District may disclose personally identifiable information from an educational record of a student to the SRO and Department if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, the District may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the District determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to the SRO or Department, if knowledge of that information is necessary for the SRO or Department to protect the health or safety of the student or other individuals. The District must record the articulable and significant threat to the health or safety of a student or other individuals so that it can demonstrate to parents, students, and the Family Policy Compliance Office - what circumstance led it to determine if a health or safety emergency existed and why the disclosure was justified.

H. Indemnification

1. The District agrees to indemnify, defend, and hold harmless the Department, its officers, agents and employees, against any and all claims, suit actions, debts, damages, costs, charges, and expenses, including court costs and reasonable attorney fees and against all liability from property damage and personal injury, including death resulting directly or indirectly therefrom, arising from any acts or omissions of the District either active or passive, or those of its agents, employees, assignees, or any other person acting on its behalf in the performance of its obligations, duties, and responsibilities under this Agreement.

2. The Department agrees to indemnify, defend, and hold harmless the District, its officers, agents and employees against any and all claims, suit actions, debts, damages, costs, charges, and expenses, including court costs and reasonable attorney fees and against all liability from property damage and personal injury, including death resulting directly or indirectly therefrom, arising from any acts or omissions of the Department either active or passive, or those of its agents, employees, assignees, or any other person acting on its behalf in the performance of its obligations, duties, and responsibilities under this Agreement.

I. No Third-Party Beneficiary

It is expressly understood and agreed that enforcement of all terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person or entity. Any third-party receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

J. Amendments to this Agreement

This Agreement may only be modified by written agreement signed and approved by both Parties. This Agreement constitutes the complete agreement among the parties with respect to the subject matter hereof and supersedes all prior communications.

AND NOW, this 12 **day of** May **, 2025,** the undersigned in accordance with their representative authority of their respective entities hereby acknowledge the foregoing as the terms and conditions of their understanding.

ATTEST:

By: Michele Ager

5/12/25
Date

DERRY TOWN~~SHIP SCHOOL~~ DISTRICT

By:

ATTEST:

By: #436

5-9-25
Date

DERRY TOWNSHIP POLICE DEPARTMENT

By:

CAIU BOARD HIGHLIGHTS

*The following actions were taken at the **April 24, 2025** meeting, held in the Board Room of the Capital Area Intermediate Unit.*

Click *HERE* for the 4/24/25 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

- **Announcement of CAIU April 2025 Retiree -** The following April 2025 CAIU Retiree was announced and recognized: C. Lynette Rothermel, Materials Assistant, Student Services, retirement after nearly 23 years of service.
- **CAIU Upcoming Graduations:**
  - May 21 @ 6pm- **Enola Graduation** (HTA, District Based Classrooms) - 3 - Mechanicsburg; 1 - East Penn; 1 - Big Spring; 1 - Steelton; 1 - West Shore; 1 - Greenwood; 3 - Central Dauphin; 1 - Derry Twp; 1 - Cumberland Valley; 1 - Camp Hill - 14 total
  - May 22 @ 6pm - **Project Search**, Hershey Medical Center - Central Dauphin, Derry Twp, Harrisburg, Lower Dauphin, Susquehanna Twp
  - June 4 @ 9:30am **Center Point Day Program** Graduation, Gymnasium, 571 Mountain Road, Boiling Springs, PA 17007
  - June 10 @ 2pm - **LYDC Graduation**
- **CAIU Team Updates:**
  - **Dr. Andrew McCrea, Director of Student Services,** discussed some of the differences between a school district and the **CAIU Special Education Plan** process. One big difference is that we submit a plan every year and therefore are not required to get Board approval. This year, PDE shifted to a different platform for reporting and are experiencing some difficulty with the transition. At this time, we are unable to enter the required data and were therefore unable to print out a report for the Board's review. We are required to submit it by May 1. There will be a two-month review process following the submission. We hope to bring the report to the Board in May. The plan itself is similar to years past with no major changes. Specific classrooms and the

number of staff have changed based on school district needs for the 25-26 school year. The report includes a broad statement on special education issues that districts are experiencing. Districts are reporting more students requiring more services and therefore an increased need in funds. Dr. McCrea recognized Lynn Rothermel, Student Services Materials Assistant, who is retiring this month after 23 years of service in her support position making braille materials for our visually impaired program. Lynn has been the absolute definition of dedication and realizes and demonstrates the tremendous impact we have on the kids we serve.

- **Daren Moran, Director of Business & Operations,** reported that we are in the middle of the budget season. The Business Managers job-alike group (CASBO) met yesterday and was very well attended by 22 district business managers. A local auditor presented on the GASB new pronouncements affecting financial reporting/statements. The changes will make the reports/statements easier to read. They also discussed the Keystone Purchasing Network which is a national cooperative purchasing program. This program provides a way to purchase things through the bidding process without having to actually do your own local bids as they have already done that through the program. It is especially helpful for purchases that you need to procure quickly. In addition, there was discussion about the Collective Bargaining process as many districts are currently in the process of negotiations.
- **Maria Hoover, Director of Educational Services,** was unable to attend. Maria provided a report in the agenda and Dr. Saia provided an update on her behalf. Please share the attached flyer for the upcoming 2025 Paraeducator Virtual Conference being held on August 7, 2025. Congratulations to Michelle Davis for being awarded The Gertrude E. Kopf/Charlotte Walter Award. Michelle will now be entered for the National award as a result of this accomplishment. The actual award will be presented to Michelle at our May 22 CAIU Board meeting.
- **Blake Wise, Director of Human Resources,** reported that we are moving to a new technology solution called PAETEP, for tracking evaluations for our professional and paraprofessional staff. The new solution is more efficient and user friendly. Most of our school districts are already using this system. This has been a joint effort between human resources and the student services teams, and we are just about to begin the rollout and training for the new school year. In addition, Blake highlighted that there is going to be a new social worker certification program through PDE effective August 2026. Yesterday CAIU social workers hosted an information session where many of our district social workers attended. Dr. Kerry Helm from PDE was here to answer questions and to discuss the certification process and how to fast track to get certified quickly.
- **David Martin, Chief Information Officer,** reported that online testing will be increasing and there has been a collaborative effort with our districts on best practices and multiple planning sessions. We have a good infrastructure in

place to handle the volume. Cumberland Valley SD recently led a great discussion on the budgeting process, software tracking, and the new reporting requirements. There is a lot of responsibility that we have to meet on the backend. In addition, planning has begun for the Technology groups summer retreat which will be held on 6/25. The focus of the retreat will be the philosophy of tech support – customer service and what tech support should look like. There will also be Microsoft training and a cyber security session. The retreat will conclude with setting next year's goals.

- **Rennie Gibson, Board Secretary,** reminded the Board that the 2024 Statement of Financial Interest forms and the 24-25 CAIU Executive Director evaluations are due to her by May 1.
- **Dr. Andria Saia, Executive Director**, reported that the *All-in!* newsletter is available for the Board's review. She appreciated the number of different CAIU staff that contributed to this month's newsletter. Dr. Saia highlighted the 2025 Regional Media and Design Competition award winners on page 5 and the heartwarming article, *Supporting Our Multilingual Students* on page 6. Please see the last page for information on the upcoming Learning and Growing Summit on June 17, 2025.

- **Board Member Sharing:**
  - Jackie Hill, Susquehanna Township SD, reported that last evening Susquehanna Township School Board approved to hire their current Human Resources Director as the new Business Manager. The HR Director's position will be posted.
  - Leslie Marshall, East Pennsboro SD, shared a story about their Middle School Principal who lost an incentive challenge to his students and will have to walk home from school! They are hoping to do a short news blurb on the story.
  - Lauren Silvers, Central Dauphin SD, posted a question to the group regarding possible solutions for 1-1 device repairs as these repairs are time consuming and costly. Some districts no longer allow students to take devices home and homework is done in writing. Also, there was a suggestion to get self-insurance to help cover some of the cost.

APPROVED ACTION ITEMS

- **Approval of Minutes** – March 27, 2025, CAIU Board Meeting.
- **Treasurer's Report for March 2025** – a total of $9,802,248.40 in receipts and $12,969,698.11 in expenses.
  - **Payment of Bills – March 2025**
  - **Summary of Operations for March 2025** showing revenues of $95,314,091.53 and $81,491,788.50 in expenses.
- **Budget Administration**
  - Proposed 2024-25 Budget Revision A - Act 89 Nonpublic Schools
  - Proposed 2024-25 Budget Revision A - Online Learning Association

- Proposed 2024-25 Budget Revision A - Early Intervention ACCESS Program
- Proposed 2024-25 Budget Revision A - IDEA 611 - Early Intervention
- Proposed 2024-25 Budget Revision A - English as a Second Language (ESL)
- Proposed 2024-25 Budget Revision A - IDEA 611 - School Age
- Proposed 2024-25 Budget Revision A - Keystone State Challenge Academy (KSCA)
- Proposed 2024-25 Budget Revision A - Non-Public Auxiliary Programs
- Proposed 2024-25 Budget Revision A - Professional Services
- Proposed 2024-25 Budget Revision A - State Early Intervention
- Proposed 2024-25 Budget Revision A - Title I Part A - Improving Basic Programs
- Proposed 2024-25 Budget Revision A - Title III, Part A - English Language Acquisition
- Proposed 2024-2025 Budget Revision - ELECT
- Proposed 2024-2025 Budget Revision B - LYDC State
- Proposed 2024-2025 Budget Revision - LYDC Title I, Part D
- Proposed 2024-25 Budget Revision A - Technology Entrepreneurial
- Proposed 2024-25 Original Budget - Master's Level Speech Language Pathologist Extern Grant

➢ **Other Business Items**

- Contracts – April 2025
- Appointment of Trustees to the South-Central Trust for a one-year term of 7/1/25- 6/30/26
- Approval of CAIU to Represent the Cyber Insurance Purchasing Group

➢ **Policies & Programs**

- Proposed 25-26 Educational Services Calendar

➢ **Job Description - none**

➢ **Personnel Items**

- See attached Personnel report.

EXECUTIVE DIRECTOR'S REPORT

➢ Click **HERE** for the April ***All-In!*** **Executive Director's Report.**

UPCOMING MEETINGS:

Next CAIU Board Meeting: Thursday, May 22, 2025, 8:00 a.m., Board Room, CAIU Enola Office, 55 Miller Street, Enola, PA, 17025 and posted on our website, at www.caiu.org.Time of Meetings: 8:00 a.m.

April 24,2025, APPROVED PERSONNEL ITEMS:

RESIGNATIONS

- **RAYYA ADERSON,** Teacher, Emotional Support Program, effective August 7, 2025. Reason: Personal.
- **DANIEL CANNADAY,** Teacher, Diakon Program, effective April 2, 2025. Reason: Personal.
- **ALYSSA HASKELL,** Teacher, Early Intervention Program, effective May 2, 2025. Reason: Personal.
- **CAITLIN LAUGHMAN,** Educational Consultant, Direct Education Program, effective May 23, 2025. Reason: Personal.
- **SARAH REITNOUR,** Teacher, Emotional Support Program, effective June 5, 2025. Reason: Personal.
- **MEGAN WANING,** Educational Paraprofessional, Early Intervention Program, effective May 16, 2025. Reason: Personal.
- **BRITTANY RYAN,** Personal Care Assistant, Autism Support Program, effective April 9, 2025. Reason: Personal.

RECOMMENDED FOR EMPLOYMENT OR CONTRACT

- **JOSUE ALBINO-COLON,** Custodian, Administrative Team - Operations, effective date to be determined. Base salary of $30,940 + $1,950 stipend for 260 days of service will both be prorated based on the number of days worked through June 30, 2025. This is a replacement position funded through the Early Intervention budgets. Experience: 2 years of similar or related experience.
- **MORGAN BAUBLITZ,** Paraeducator, effective for the 2025-2026 school year. Assignment: Educational Paraprofessional, Loysville Youth Development Center with base salary that will be determined with the negotiation of the Collective Bargaining Agreement (CBA). Salary will be based on a HS placement on the 2025-2026 paraprofessional salary scale. This is for 190 days of service and 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 Loysville Youth Development Center budget.
- **JULIANA FOLEY,** Temporary Professional, effective for the 2025-2026 school year. Assignment: Speech and Language Pathologist, Early Intervention Program with base salary that will be determined with the negotiation of the Collective Bargaining Agreement (CBA). Salary will be based on a Masters+30, Step 1 placement on the 2025-2026 salary scale. This is for 190 days of service and 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 Early Intervention budgets.

- **VICTORIA HALL,** Temporary Professional, effective for the 2025-2026 school year. Assignment: Speech and Language Pathologist, School-Age Speech and Language Program with base salary that will be determined with the negotiation of the Collective Bargaining Agreement (CBA). Salary will be based on a Masters+30, Step 1 placement on the 2025-2026 salary scale. This is for 190 days of service and 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 School-Age Speech and Language budget.
- **SEAN KENNEDY,** Temporary Professional, effective date to be determined. Assignment: Floater Teacher, Student Services Team with base salary of 80% of Masters+45, Step 6, $51,946.40 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 Emotional Support budget.
- **MEGHAN KULP,** Professional, effective for the 2025-2026 school year. Assignment: Inclusion Consultant, Early Intervention Program with base salary that will be determined with the negotiation of the Collective Bargaining Agreement (CBA). Salary will be based on a Masters+15, Step 15 placement on the 2025-2026 salary scale. This is for 190 days of service and 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 Early Intervention budgets.
- **SHANNON SPEECE,** Paraeducator, effective date to be determined. Assignment: Educational Paraprofessional, Early Intervention Program with base salary of HS, $26,695 for 190 days of service and 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 Early Intervention budgets.

All-in!

NEWSLETTER

Executive Director's Report | April 2025



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Capital Area Intermediate Unit

CAIU Board of Directors

Melanie Gurguiolo, *President, Camp Hill*
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Phillip Lehman, *Susquenita*
Leslie Marshall, *East Pennsboro Area*
Marianne Moore, *Middletown Area*
Michelle Nestor, *Cumberland Valley*
Gerald Schwille, *Northern York County*
Patrick Shull, *Newport*
Lauren Silvers, *Central Dauphin*

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
Chief Information Officer

Blake Wise
Director of Human Resources

Our Mission

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

Our Vision

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

Inside this issue

3 From the Executive Director's Desk: Recognizing the Drift

4 Inquisitive Minds: Science & STEM Activities in an Autism Support Classroom

5 Student Competitions: STEM Design Challenge; Media & Design Competition

6-7 Noteworthy: A Call to Action: Supporting Our Multilingual Students

8 Situational Awareness Spotlight: Severe Weather

9 Mission Moments: Homeland Security Conference; Unlikely Friends; Transition Pathways Assessment Day

Additional Updates for CAIU Staff

10 Trainings and Events; Refer a Friend

11 New Hires; Compliment Corner



On the Cover: *Maureen Joyce from I'm fine. helping Trinity High School student with ceramic mask, representing the outward "mask" each wears to portray, hide, or minimize their emotions.*

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 May All-In: Friday, April 25

All-in! NEWSLETTER

Executive Director Report
All-In! Newsletter
April 2025
2024-2025, Issue 10

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Please like us on social media!

Recognizing the Drift

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

Drift might not sound familiar to you but let me set the stage with my own experience. I get home in the evening and my loving husband, who works from home, is looking for some engagement. I have "peopled" all day, and honestly, some days I feel a bit done with peopling and yet, there he is, eager to talk to a person face to face, share his day, hear about mine, and reconnect.

Let me say, I do try, at least on most days. My intention is to be present, and yet my mind, my listening, and even my hearing drifts. I can even find myself drifting in the middle of responding! The impact of drift and the inability to listen is that connection is lost.

Can you relate? Have you ever asked a question and then drifted so that you didn't hear the answer? What about to any of the other conversations you have all day long? Have you ever found yourself responding to the call of your cell phone notifications or even just thinking about something else or pretending you can listen and do something else at the same time? The myth of multitasking is strong.

We are not completely at fault; in some ways modern life contributes to this. It is so ubiquitous that it even has a name. This era of distraction is represented by Continuous Partial Attention (CPA). CPA describes a state of being, in which our attention is split on two or more distractions, and we are motivated by a desire not to miss anything.

Even with CPA drawing our attention to other topics, when we drift from a communication partner, we are missing a chance to connect and for that person to feel heard and valued. Those are big misses in my book, and not worth missing. So, what can we do to resist the drift?

Over the history of All-In I have shared a lot of ways we can become better, active listeners (be curious, seek to understand the emotion—not just the words—ask questions, reflect and paraphrase, and respond appropriately), but I learned something new that I think could be a game changer. Envision your conversation as a shared event. If you were playing a sport or a game, what would you do to help your "team" win? Cash Nickerson, author of *The Samurai Listener*, suggests that we practice all the skills of the acronym **ARE U PRESENT**:

Awareness: pay full attention

Reception: be willing to receive new information

Engagement: engage in the back and forth of conversation

Understanding: Listen with the intent of interpreting and understanding

Persistence: stay the course and don't let your mind wander

Resolution: bring the conversation to a close with any take-aways or next steps

Emotions: respect the existence of emotions and their role(s)

Senses: Employ your senses to keep you on track, look for body language cues

Ego: Take your ego out of the conversation

Nerves: Look for stress or tension that may interfere with your ability to listen

Tempo: Get in touch with the rhythm of the speaker

When someone speaks to you today, try this: Pause what you're doing. Turn toward them. Watch their expressions. Let their words land fully before responding. This small act of genuine attention transforms ordinary exchanges into meaningful connections. We all drift. The ability to connect is in the return, noticing when we've left and choosing to come back and be present, again and again.

Inquisitive Minds

By **Kimmy Dauksha,** *Autism Support Teacher*

Every Monday, students in the school-age CAIU Autism Support class at Pennsylvania STEAM Academy embark on an exciting journey of scientific exploration. Science and STEM (Science, Technology, Engineering, and Math) activities have quickly become a favorite among students. The intention of these activities is to give students the opportunity to explore a variety of materials through hands-on activities while also working toward their individualized education plan (IEP) goals. The STEM lessons are designed to support students in developing speech and occupational therapy (OT) skills, reinforcing key areas of their individualized learning needs.

Classroom staff play a crucial role in guiding through the activities using visuals and question stems that generate curiosity among students and encourage students to think critically about the experiments they conduct. Recently, students were presented with a bowl of sugar cubes and asked to build a tower or castle by stacking the cubes on top of each other to form their creation.

While they were constructing their towers, they explored the various properties of the sugar cubes such as color, texture, shape, etc. Once their structures were complete, they were posed with an intriguing question: “What do you think might happen if we use the eye dropper to drop colored (blue) water onto the tower?” The students eagerly sharing their hypotheses, with responses ranging from, “It will turn blue,” or “It will melt.” To test their predictions, they used droppers to apply the blue water and observed the fascinating changes to their sugar cube structures.

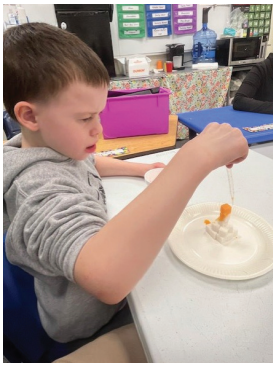
The use of eye droppers and manipulating the sugar cubes required precise finger movements, further enhancing their fine motor skills.

Building on this experiment, students were then asked, “What do you think would happen if we used warm (green) water? Do you think it will dissolve faster or slower than the cold water?” All students correctly hypothesized the warm water would dissolve the sugar cubes faster than cold water.

Throughout the activity, some students also used their AAC (Augmentative and Alternative Communication) devices to answer questions and make observations, strengthening their communication skills expressing their thoughts, practicing sentence formation, and vocabulary development. Additionally, students used their iPads to take pictures of the process to document the progression of changes they occurred. This exercise supported both executive functioning and sequencing skills.

These hands-on STEM activities provided students with the opportunity to manipulate materials and variables, allowing them to construct their own understanding of scientific principles while simultaneously targeting their IEP goals. Classroom staff have been in awe of the unique and insightful observations students make during these Monday science sessions. By fostering curiosity and hands-on learning, these activities help students develop essential problem-solving skills while making science both fun and meaningful.

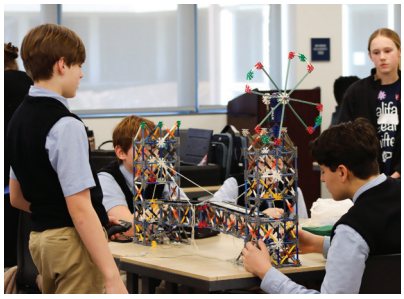






STEM Design Challenge

By **Jackie Ford,** *Special Projects Coordinator*



On March 18, some of the region's brightest young minds gathered for the 2025 Regional STEM Design Challenge, an exciting event focused on engineering and innovation. A total of 78 students participated, divided into 22 teams—7 from the elementary division (grades 4-5) and 15 from the middle school division (grades 6-8). The students represented eight school districts, one private school, and two non-public schools, all eager to tackle real-world problems related to infrastructure, transportation, and urban development.

This year's challenge aligned with the United Nations' Sustainable Development Goal 9: Industry, Innovation, and Infrastructure and tasked students with creating sustainable and efficient solutions for modern urban issues. The competition emphasized the importance of creativity, teamwork, and critical thinking as students worked together to design and present their innovative prototypes.

The event was not only an opportunity for students to showcase their knowledge, but also a chance to gain valuable insights from a distinguished panel of judges including industry leaders from PennDOT, local engineering firms, Thermo Fisher Scientific, and the dedicated educators and team members from the CAIU, who offered expert feedback and inspiration to the participants. Their guidance was instrumental in making the judging process both educational and rewarding!

The winners of the competition were recognized for their exceptional projects. In the elementary division, The Bridge Savers from Elmwood Academy in the Mechanicsburg Area School District took first place, while the middle school division was won by Krazy K'nextors from Halifax Middle School. Both teams will advance to the state level competition, set for May 9, at the PA Farm Show Complex. We wish them the best of luck as they represent our region on the state stage!

PA Media and Design High School Competition 2025

By **Scott Snyder,** *Educational Consultant*

The 2025 Regional Media and Design Competition was a blast of creativity and innovation! Students from across the region submitted incredible projects by March 17, which were thoughtfully reviewed by our judges during virtual judging from March 25-April 1. Thanks to our judging partners from JPL Agency, WITF, and current and retired CAIU staff!

The excitement culminated in a fantastic in-person showcase at the IU on April 2, where middle school (36 students, 24 projects) and high school (11 students, 9 projects) participants shared their inspiring work. The virtual format provided valuable time for judging, while the in-person gathering allowed students to connect and celebrate. See all the talented place finishers at **bit.ly/CAIUMaDSite**. Congratulations to our first-place winners who will represent the CAIU at the State competition at Elizabethtown College on May 20-21, 2025!

First-place finishers from both middle and high school levels include the following:

3D Design
Jude Weibley, West Perry MS
Ian Andres, Hershey HS

Animation
Connor & Kieran Mahaffey, Hershey MS
Ben & Max Knickerbocker, Cumberland Valley HS

Digital Movie
Trineth Sachin Arun Prakash, Cumberland Valley HS

Programming
Aarjavee Kandel, Hershey MS
Arman Kazi, Hershey HS

Web Page Design
Gia Fenice, Mia Rhodes, & Audrianna Yohe,
St. Joseph School
Pranav Behal & Ram Makki, Cumberland Valley HS

Graphic Design
Ireland Aubert, St. Joseph School



A Call to Action

Supporting Our Multilingual Students

By **Lisa Klingler,** *Supervisor of Nonpublic and ELD Services*

Across the Capital Area Intermediate Unit (CAIU) region, multilingual learners are an essential and growing part of our school communities. These students, along with their families, navigate new languages, cultures, and education systems while striving for academic success. As their numbers increase, so does the urgency to provide robust support structures that ensure equitable access to learning opportunities.

A Growing Challenge, A Shared Commitment
As the number of multilingual learners rises across our region, so does the urgency to respond with clarity, compassion, and collective action. These students bring rich cultural and linguistic assets to our schools, but they also face significant systemic barriers. The data tells a compelling story—and behind every number is a child, a family, a future.

This is not the responsibility of ELD educators alone. Supporting multilingual students requires bold, empathetic leadership at all levels. It is a shared mission that includes administrators, classroom teachers, social workers, community partners, and policy advocates. Together, we must recognize the scale of the need and build sustainable systems that foster belonging and success.

The Growing Need for Support
Recent data highlights the increasing number of multilingual learners in our region:

- In 2024, more than 6,500 multilingual learners took the ACCESS for ELLs test across the CAIU region. (*pa.emetric.net*)
- In Pennsylvania, the number of English Learners (ELs) has increased by 35% over the past decade. (*pa.gov*)
- Nationally, one in 10 students is identified as an EL, making it one of the fastest-growing student populations in the country.

The ripple effects of global displacement and shifting national policies are being felt acutely in our local communities. Today, more than 37.6 million people worldwide are classified as refugees (*UNHCR.org*), and recent U.S. policy changes—including the Executive Order to "Realign the U.S. Refugee Admissions Program" and a "stop work" directive issued by the U.S. Department of State—have dramatically disrupted the infrastructure that supports these families. Local resettlement agencies are underfunded, understaffed, and overwhelmed. Many refugee families now face the daunting task of navigating school enrollment, healthcare, housing, and legal systems with little to no formal support.

In Harrisburg, for example, the local refugee agency Church World Service (CWS) saw staff reductions from 54 to 11, leaving hundreds of clients—including school-age children—without access to the full range of services they need to thrive.

In response, community partnerships have become a lifeline. One example is the collaboration between CWS and Messiah University, where Dr. Tina Keller and her TESOL students have supported more than 160 refugees from countries such as Afghanistan, Syria, Sudan, and more. With limited resettlement support, her team has stepped in to provide essential resources and school guidance. The CAIU ELD team has proudly partnered in this effort, helping connect families to school social work services and other supports. While this initiative has made a meaningful impact, it represents only a fraction of the need. Other regional agencies are working tirelessly to support newly arrived families in an uncertain landscape.

What Can School Leaders Do?
We are at a crossroads that requires compassionate, responsive leadership. While many school teams are doing their best with limited resources, it is clear that the scale of support needed surpasses what any one role or department can provide.

Here are actionable ways administrators can lead the way:

1. Understand the Policy Landscape
   Stay informed about federal shifts that impact refugee and immigrant families.
2. Listen to Your Frontline Staff
   Social workers, nurses, and liaisons often see urgent needs firsthand. Create space for their voices.

3. Support Your ELD Teams
   Many are navigating compassion fatigue. Provide time, resources, and support networks.
4. Build a Culture of Empathy
   Engage staff in professional learning around trauma, migration, and inclusion.
5. Connect with the IU
   The Compass team is available to support cultural navigation, direct services, and district-wide planning.

CAIU Compass: Partnering with Schools, Empowering Families
The Capital Area Intermediate Unit is committed to walking alongside districts as they respond to this growing need. The Compass Program is a comprehensive initiative designed to support multilingual learners and their families while equipping educators and administrators with the tools they need.

Since its inception a little over a year ago, the Compass team has:

- Provided more than 170 hours of interpretation and cultural navigation services;
- Translated more than 16,500 words;
- Supported 24 LEAs with training and direct services;
- Onboarded more than 20 individuals to serve as cultural liaisons.

But Compass is about more than just numbers. It's about showing up—with interpreters, with advocates, with solutions—when families need it most.

Beyond Language: Meeting Families Where They Are
Helping multilingual learners is about more than just language instruction—it's about creating a sense of belonging and breaking down systemic barriers. That's why Compass goes beyond the classroom, assisting families in navigating school systems, accessing community resources, and advocating for their children's education.

A Final Word
This is more than a matter of equity—it's a matter of humanity. These students are sitting in our classrooms with heavy hearts, carrying responsibilities far beyond their years. But with the right supports in place, they are also among the most resilient, ambitious, and inspiring members of our school communities. Let us commit to lifting them up.

To learn more about the Compass Program or to request support, visit **bit.ly/4hHcFUL** or contact the Compass team directly.

Together, we can ensure that every student—no matter where they come from—has the opportunity to learn, grow, and feel at home.

The impact of the Compass Program is best captured through the words of those who experience it firsthand. Read below to see what our school and district partners are saying. These words reflect the reality that multilingual and immigrant families often share challenges with other vulnerable populations—poverty, trauma, food insecurity, and lack of access to healthcare. Designing support for one group strengthens the system for all.

"It was such a great experience having an interpreter in person with us. Instead of relying on a phone call—or even someone who spoke Russian but wasn't from Ukraine—we had a true language and culture expert."
- School Social Worker

"Last evening was my first experience with a cultural navigator, and I left the meeting uplifted and fulfilled that we are truly helping families in need."
- Assistant Superintendent

"Our meeting was incredibly valuable. We learned so much from the family, and they learned so much from us. It was empowering to communicate freely and authentically."
- ELD Teacher



To the left is a picture of a 17-year-old refugee who recently received a donated wheelchair. A team at the CAIU was able to bring this wheelchair to his family's home in Harrisburg, PA, so he could start attending school.

Situational Awareness

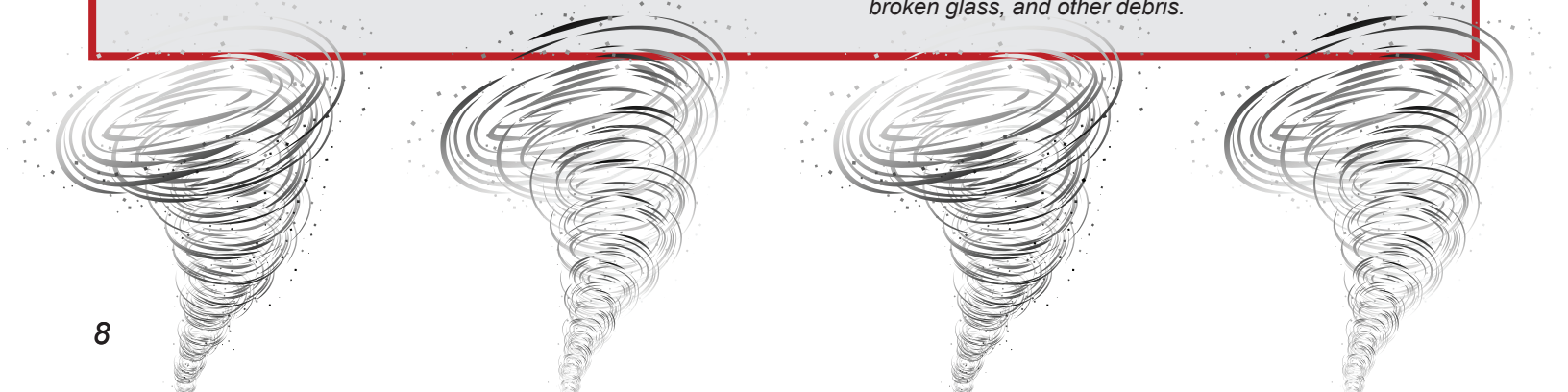
How situationally aware am I when it comes to severe weather… especially tornadoes? The National Weather Service reports that “peak tornado season is during the months of March through June, with nearly 70% of all tornadoes occurring during this time period.”

For more helpful information, see the National Weather Service tornado safety website. Keep you and your loved ones safe in a tornado. Be informed. Make a plan. Be situationally aware!

Points2Ponder

When it comes to tornado safety…

- Do I know the difference between a tornado watch and a tornado warning?
  - ***Tornado Watch:*** *Be Prepared! Conditions are favorable for the development of a tornado.*
  - ***Tornado Warning:*** *Take Action! A tornado (funnel cloud) has been sighted or indicated by radar.*
- Do I know the various weather indicators of a tornado?
  - *A rotating, horizontally oriented cloud base*
  - *A dark, greenish or yellowish sky*
  - *Hail or heavy rain followed by sudden calmness or a shift in wind direction*
  - *A loud, continuous roar or a “freight train” sound*
- Do I have a tornado safety plan for my home?
  - *Do I have a safe place to shelter?*
    - Know the safest area in your home: If you’re inside during a tornado, the safest place is a basement or storm cellar. If that’s not available, go to a small, windowless interior room on the lowest floor of the building, such as a bathroom, closet, or hallway.
    - Avoid large buildings: Large buildings, like shopping malls or gyms, are not safe during a tornado. Avoid wide-open areas like gymnasiums or auditoriums.
    - Crouch and protect your head: If you are in a basement or storm cellar, cover your head with something sturdy. If in an interior room, crouch low and cover your head with your arms.
  - *Do my family members know what our home tornado plan is and practice it to ensure readiness to respond?*
- Do I have an emergency kit, and what should be in it?
  - *Non-perishable food and water for at least three days*
  - *Flashlights and extra batteries*
  - *First aid supplies*
  - *Medications and important documents*
  - *Portable phone charger*
  - *Clothing and personal hygiene items*
  - *A battery-operated NOAA weather radio*
- Do I know what to do if I’m outside or in a vehicle?
  - ***Get to shelter:*** *If you are outside and cannot get to a building, lie down in a ditch or low-lying area, cover your head, and stay as low as possible. Avoid trees or large structures.*
  - ***Do not try to outrun a tornado:*** *If you’re in a vehicle, don’t try to drive through the storm. If there’s no nearby shelter, stop, lower your head, and cover yourself with a blanket or jacket, if possible.*
- Do I know what to do after a tornado?
  - *Wait for the all-clear: Tornadoes can sometimes come in multiple waves. Don’t leave your shelter until the National Weather Service has issued an “all-clear” signal.*
  - *Check for injuries: Be cautious when checking for injuries in yourself or others, and avoid moving people with severe injuries unless absolutely necessary.*
  - *Watch out for hazards: Stay clear of downed power lines, broken glass, and other debris.*

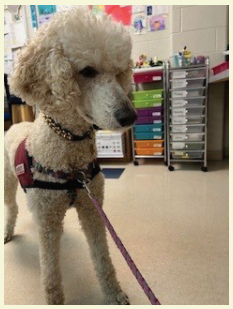


Mission Moments >>

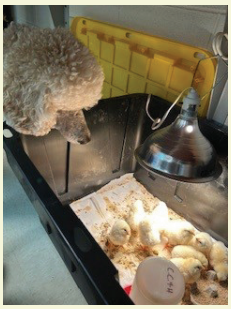
Inspirational examples of how our staff are making an impact and defining our mission to provide innovative support and services in partnership with schools, families, and communities to build capacity and model courageous leadership.

Recently, Jeremy Freeland, CAIU Supervisor of Safety & Security, coordinated a workshop at the South Central Task Force's Homeland Security Conference. With the assistance of Det. David Miller from the Criminal Investigative Division of the Cumberland County District Attorney's Office, Chief Garth Warner of Derry Township Police Department, and Deputy Chief County Detective Michael Winters from the Office of the District Attorney of Lancaster County, Jeremy led a session summarizing the work and successes of the three counties' Community Anti-Threat Teams (CATT). The CATT concept is spearheaded by the FBI. These teams are a multidisciplinary effort to mitigate threats of targeted violence in our communities. Jeremy serves as an affiliate team member on the Cumberland and Dauphin County teams as a liaison for juvenile and school matters.









Kudos to Danielle DeSantis (School Counselor at St. Joseph School) who continues to creatively incorporate Maple, the CAIU's facility dog into learning experiences for students! Maple models that friendships can exist, even in the most unlikely of circumstances. Hopefully she inspires the rest of us to go out there and expand our circle!

On March 19, the CAIU hosted a Transition Pathways Assessment Day for students who applied to the CAIU Project SEARCH, Future Ready Work Immersion, and UPMC West Shore Work Immersion Programs for the 2025-26 school year. Students came to the CAIU from nine school districts across Dauphin, Cumberland, Perry, and Northern York counties to be interviewed by transition program and agency staff members and assessed on a variety of tasks and job skills as potential candidates for next school year's Transition Pathways Programs. Students will find out in April whether or not they are accepted into the programs. The goal of the CAIU's Transition Pathways programs is for students to prepare for their next step in life and transition to adulthood ready for employment, home life, and community participation.





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.

Check out our Events & Conference page often to see what opportunities are available to you!

Here are some of our upcoming trainings:

5/6/2025 - UDL Walk in the Park (On-site at Adams-Ricci Park in Enola)
Audience: School Teams including School Administrators, Curriculum Directors, Instructional Coaches, General Education Teachers, Special Education Teachers, School Counselors, Support Staff and Anyone Who Would Like to Learn More about Universal Design for Learning

5/6/2025 - School Nurse Regional Network - Session #3 (Virtual)
Audience: School Nurses, School Psychologists, School Counselors, School Social Workers, Directors of Student Services, Supervisors of School Based Mental Health, Other School Based Mental Health Professionals

5/13/2025 - Empowering Student Learning: A Hands-On Workshop with Seesaw
Audience: Curriculum leaqders, Technology Leaders, Instructional Technology Specialists, Coaches, Classroom Teachers and Anyone Else Interested in Learning More about Seesaw

6/9-10/2025 - Drug Impairment Training for Education Professionals
Audience: School Nurses, Teachers, Administrators, Guidance Counselors, SAP Team Members, School Resource Officers, Coaches, and Any Education Professionals in Daily Contact with Students

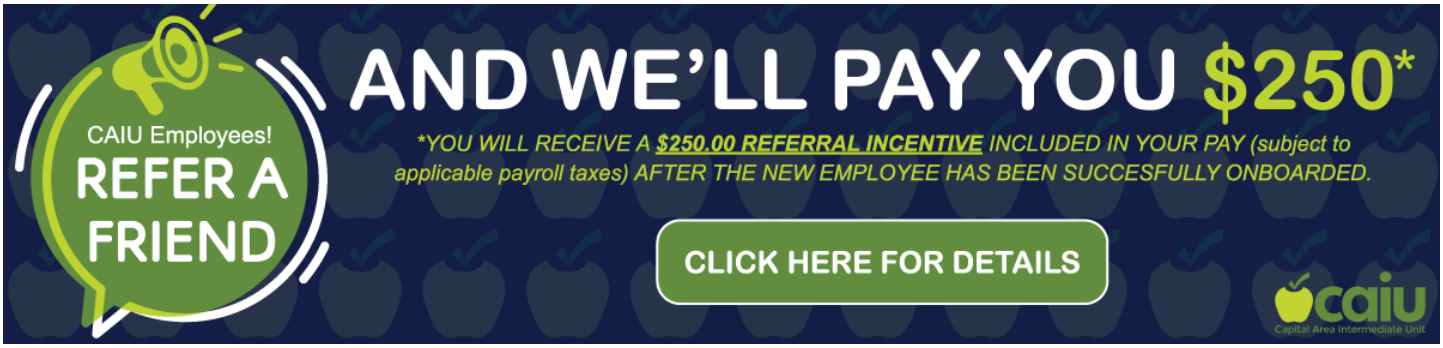


Opportunities to do good

CAIU staff are encouraged to give back to the community by participating in a **CAIU Service Project**. These service projects must be completed between January 12, 2024, and Friday January 17, 2025, to count towards hours off on January 17, 2025. Click **HERE** for CAIU Service Project Process and Forms.

CAIU SERVICE PROJECT
WITF/Pennon Education - Slide Into Summer (May 31, 2025)
Audience: CAIU Staff
SIGN UP HERE

CAIU SERVICE PROJECT
ELECT End of Year Event (June 12, 2025)
Audience: Only CAIU Staff who are off this day may use this as a service project. (All Preschool have off this day.)
SIGN UP HERE



Welcome New Hires!

ibelong @caiu



Kylie Hunter is an EPP at Susquenita Elementary. She loves to read.

YOU'RE one of US NOW

Compliment Corner!

Here at the 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

Jen Liebrum, *Program Secretary*

Scheduling evaluations is not an easy task due to language barriers, parents not responding, phone numbers changing, families dealing with trauma etc., but Jen is patient and dedicated in insuring she does what she can to our children scheduled. We get many emails from the B-3 SC's and when an SC or myself contact her about a family she will reach back out after even after an unable to contact letter has been sent and will use the SC's as needed to help in getting the family scheduled. We have some parents that may not respond or show up for an evaluation, but she always takes into consideration that a family may have more going on than we realize and shows respect and kindness when doing her job. I am grateful to have someone on my team that is always willing to help and go above and beyond. Jen I so appreciate all you do!!!

- Michelle Straw, Service Coordinator/ Assessment Specialist

DEDICATION

Kerrie Richardson, *Early Intervention Speech Therapist*

I am new to working with Kerrie and already I have such a high respect for her. She is a tremendous speech therapist. She cares deeply about the children she works with. She has been such a great team member by sharing her knowledge and expertise with me and with our other team members. Thank you, Kerrie! I am so happy to be working with you.

- Amy Caldwell, Assessment Specialist/ Service Coordinator

LEADERSHIP

Hillary Forsythe, *Physical Therapist*

Hillary started with the CAIU PT department as a contractor. Within weeks of her assignment, she voiced an interest in becoming a full-time employee, recognizing the incredible opportunities and peer group she would have access to as a CAIU employee. When an opening was advertised, she quickly applied and got the job! She easily acclimated to our early intervention and school age programs, fostering relationships with her positive attitude, collaborative nature and infectious motivation. In just weeks of her employment, Hillary organized a service project with Penn State Health RecFest, an adaptive event for those with visible and invisible disabilities as well as their families, friends and caregivers. Many employees volunteered and made lasting memories from this experience as well as enhancing partnerships with our community stakeholders. Hillary continually seeks out opportunities to support the OT/PT program, develop and streamline processes through collaboration and her enthusiastic efforts. In just her short tenor at the CAIU, she has already developed a PT website to manage adaptive equipment used across student services and is volunteering to lead the OT/PT staff in Technology Professional Learning Communities. Her optimistic, collaborative and reliable leadership is making a positive and significant impact in the OT/PT department. Thank you, Hillary!

- Brittany Galosi, OT/PT Program Lead

EXPERTISE

Amy Cook, *OT;* **Rima Wilson,** *Teacher;* **Alicia Francavage,** *EPP*

Recently, I had the privilege of observing the incredible teamwork and expertise in action with Rima, Amy, and Alicia, and WOW, their collaboration and seamless use of evidence-based practices were incredible! Every transition was guided by clear routines, visuals were used consistently, and strategies for communication, self-regulation, and fine motor skills were naturally woven into instruction. The direct teaching was highly engaging, and each staff member played a role in ensuring students had the support they needed to stay fully involved. Walking into a classroom that runs this smoothly, it's easy to overlook the careful planning, preparation, and knowledge that make it all possible. Thank you, Rima, Amy, and Alicia, for your dedication to creating such a dynamic, supportive, and engaging learning environment!

- Irene Reedy, Ed.D., Program Supervisor

DEDICATION

Jamie Matthews, *Occupational Therapist*

This is my first time working with Jamie. She is helping to support students in one of my Head Start centers. She has been invaluable to our team as she shares her expertise. She is open to new ideas and willing to try new things to help our students. Thank you, Jamie! I am so happy to be working with you this year.

- Amy Caldwell, Assessment Specialist/ Service Coordinator



Learning & Growing Summit 5.0

A keynote speaker and over 20 concurrent sessions on literacy, UDL, community connections, executive functioning, design thinking, and much more.
**Lunch will be provided.*

Tuesday | June 17, 2025

Where: Capital Area Intermediate Unit
Audience: ANY Educator | **Cost:** $149
https://bit.ly/CAIUwebreg
**6 hours of Act 48 Available*

caiu
Capital Area Intermediate Unit