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Derry Township School District Board of Directors Meeting November 21, 2022 Summary Minutes - IX

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: Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Mike Rizzo, Ericka Schmidt, Kathy Sicher, and Terry Singer

Members Absent: Maria Memmi

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

Student Board Representatives in Attendance: Faizaan Aziz, Olivia Fosterer, and Disha Patel

Solicitor: Jeff Ouellet

Staff/Public in Attendance In-Person: Mark Anderson, Phil Ayala, Alex DeCicco, Jena Funck, Anna Gawel, Sarah Karpel, Sheryl Pursel, Jason Reifsnyder, Lindsey Schmidt, Aaron Shuman, Atai Tahasan, and Alexandra Wilson

Staff/Public in Attendance Virtually: Lisa Balanda, Mark Balanda, Bob Bart, Michael Davies, Lauren Doliner, Kat English, Anna Gawel (joined online after having been in person earlier), Ligma Johnson, Melissa Kaminski, Missy Kunder, Andrea Mitchell, Lindsey Schmidt (joined online after having been in person earlier), Angie Shipper, Melissa Shultz, David Smith

Press in Attendance: Olivia Lewis

1.c. Flag Salute

1.d. Approval of Board of Directors Agenda

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

Minutes

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

Vote Results

Yea: 8 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 1 Maria Memmi

2. INFORMATIONAL AND PROPOSALS

2.a. Students of the Month Recognition

Minutes

Ms. Schmidt announced the students of the month after which, their video was played:

- Atai Tahasan
- Alexandra Wilson

2.b. Presentation - Data

Minutes

Dr. Shuman provided the board and those in attendance with an overview of the recent testing results. A follow-up presentation will be shared when the Future Ready PA Index is released.

2.c. Presentation - RLPS Feasibility Study

Minutes

Erin Hoffman and Chris Linkey from RLPS Architects shared information from the feasibility study for the elementary buildings explaining in detail the first part of the process "Why".

2.d. President Communications

Minutes

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

- Matters of Personnel
- Informational Items

2.e. Recognition of Citizens (Agenda Items)

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

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

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

Minutes

There were no citizens requesting recognition by the board.

2.f. Standing Committee Meeting Report

Minutes

Dr. Koch gave a report on the Communications and Community Engagement Meeting that met prior to this evening's meeting and discussed the following:

- New Member introductions
- Review of snow day and late start procedures with recent changes
- Review of FID
- Website and Mass Messaging provider change
- Steps to make the website ADA compliant
- New home for board minutes and recording with working toward becoming ADA compliant on the website
- District Updates

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

- Food Service - payment options
- 2021-22 audit update
- Monthly update of General Fund revenue/expenses
- Budget - Act 1 Index
- High School Coil Repair - Trane Contract

2.g. Student Representatives' Report

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

Minutes

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

- Homework free weekend
- Congratulations Boys Soccer won State Championship
- School Community Parade for Boys Soccer Team tomorrow
- Youth and Government elections - 10 Hershey students won statewide positions
- Fall Play took place this past weekend
- HHS Cheer team took first place at the Cumberland Valley competition
- Milton Hershey and HHS Student Exchange
- Community Period at HS - bathroom rules and behaviors
- Virtual Mini-Thon 5K this weekend
- Veterans Day Celebration on 11/11/22
- 1st marking period report cards received
- Middle School Turkey Trot tomorrow
- Mrs. Slater's class had the most food donations at the elementary school
- Mrs. Gawel was turned into an ice cream sundae
- Balloon Magic Assembly at the elementary building

2.h. Recognition of New Extracurricular Activity/School Club - Middle School - Dungeons & Dragons Club

In compliance with Policy 122 - Extracurricular Activities, the listed addition of the Middle School Student Clubs is recognized:

- Dungeons & Dragons

Minutes

In compliance with Policy 122 - Extracurricular Activities, the Middle School club Dungeons & Dragons was recognized.

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

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

1. Approval of November 21, 2022 Board of Directors Summary Minutes
2. Student Club - Stitched!
3. Trip - Indoor Percussion & Indoor Color Guard - Wildwood NJ
4. Hershey Little League Request
5. Physician of Record Agreement - revised
6. Finals site Agreement
7. Purchase of Two Propane Busses
8. Tax Collector Agreement (Revised)

9. Resolution 2022-02 - Compliance of Act 57 of 2022
10. Interfund Transfers

3. UNFINISHED BUSINESS

4. CONSENT AGENDA ITEMS

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

Minutes

Following a motion by Mr. Rizzo and a second by Dr. Cronin the Consent Agenda items were approved.

Vote Results

Yea: 8 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 1 Maria Memmi

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

4.b. Approval of Thirty-Day Review of Policies

The Administration recommends the approval of a Thirty-Day Review of the following policies of the Derry Township School District Policy Manual:

- Policy 800.1 Electronic Signatures/Records
- Policy 801 Public Records
- Policy 802 School Organization
- Policy 803 School Calendar
- Policy 804 School Day
- Policy 805 Emergency Preparedness
- Policy 805.1 Relations with Law Enforcement Agencies
- Policy 806 Child Abuse
- Policy 807 Opening Exercises
- Policy 808.1 Free/Reduced Price Meals and Free Milk

The policies will be on display in the following locations: Hershey Public Library, District Office, and the Derry Township School District Website.

4.c. Request for the Use of School Facilities

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

Group: Hershey Soccer Club

Date/Time: November 22, 28, 29, December 5, 6, & 7, 2022 5:30 p.m. - 8:30 p.m.
Requested Facility: 322 Turf Field
Event: Practice
Fee: None

Group: **Hershey Youth Basketball Association (HBYA)**
November 28, 2022 - February 24, 2023, M-F, 6:00 p.m. - 9:00 p.m.

Date/Time: December 3, 2022 - February 25, 2023, Saturdays, 9:00 a.m. - 12:00 p.m.

* Tuesdays & Thursdays (share gym w/Men's Sr. B-ball)

Requested Facility: Elementary Gym
Event: Basketball Practices & Games
Fee: Custodian (Saturdays Only): Approximately \$44.09 per hour (approximately \$1,939.96)
Total Fees - approximately \$1,939.96

Group: **Hershey Youth Basketball Association (HBYA)**
December 4, 2022 - February 26, 2023, Sundays, 1:00 p.m. - 6:00 p.m.

Date/Time: Gym not available December 11, 2022 & February 5, 2023

Requested Facility: High School Gym
Event: Basketball Practices & Games
Fee: Custodian: \$44.09 per hour (approximately \$2,909.94)
Total Fees - approximately \$2,909.94

Group: **Hershey Youth Basketball Association (HBYA)**
Date/Time: December 3, 2022 - February 25, 2023, Saturdays, 12:00 p.m. - 3:00 p.m.
Requested Facility: Middle School Gym
Event: Basketball Practices & Games

Fee: Custodian: \$44.09 per hour (approximately \$1,939.96)
Total Fees - approximately \$1,939.96

Group: Trojan Youth Wrestling

Date/Time: December 11, 2022 6:30 a.m. - 5:00 p.m.

Requested Facility: High School- Gym, Cafeteria, Kitchen, Restrooms

Event: Holiday Tournament

Gym Rental: \$80 per hour approximately \$880.00

Fee: Kitchen/Cafeteria Rental: \$80 per hour approximately \$880.00

Kitchen Staff: Cost per HESPA contract

Custodian: \$44.09 per hour - approximately \$484.99

Total approximate cost \$2,244.99

Requesting Waiver of Facility Use Fees: Approximately \$1,760.00 (letter attached)

Total approximate cost \$484.99 *Total does not include fees for kitchen staff

Group: Trojan Youth Wrestling

Date/Time: February 5, 2023 6:30 a.m. - 5:00 p.m.

Requested Facility: High School- Gym, Cafeteria, Kitchen, Restrooms

Event: Super Bowl Wrestling Tournament

Gym Rental: \$80 per hour approximately \$880.00

Fee: Kitchen/Cafeteria Rental: \$80 per hour approximately \$880.00

Kitchen Staff: Cost per HESPA contract

Custodian: \$44.09 per hour - approximately \$484.99

Total approximate cost \$2,244.99

Requesting Waiver of Facility Use Fees: Approximately \$1,760.00 (letter attached)

Total approximate cost \$484.99 *Total does not include fees for kitchen staff

4.d. Announcement of Staff Development Conferences

Staff Member:	Lisa Whiston
Conference:	NCSS - National Council for Social Studies Conference 2022
Location:	Philadelphia, PA
Dates:	December 1 - 4, 2022

4.e. Dual Enrollment Agreement - Harrisburg University of Science and Technology

The Administration recommends the Board approve the Dual Enrollment agreement with Derry Township School District and Harrisburg University of Science and Technology effective December 1, 2022.

4.f. Eastern Time Renewal

The Administration recommends the approval of the Eastern Time Renewal.

4.g. Haller Enterprises Maintenance Program - Granada Gym

The Administration recommends the approval of the Haller Enterprises Maintenance Program for the Granada Gym.

4.h. Keystone Human Services Student Assistance Program

The Administration recommends the approval of the Letters of Agreement with Keystone Human Services.

4.i. Lancaster Lebanon IU 13 CAFCO Supplemental Bid Participation

The Administration recommends the Board approve the CAFCO Supplemental Bid Participation Agreement allowing participation in the Tri-State purchasing group for grocery supplies effective July 1, 2023 through June 30, 2024.

4.j. Living Unlimited Service Agreement

The Administration recommends the approval of the Living Unlimited Service Agreement.

4.k. R.J. McCarville Associates Contracts

The Administration recommends the approval of the R.J. McCarville Contracts to repair and service the gym seating at the ECC, middle, and high schools based on the annual inspection report.

4.l. Telesystem Amendment

The Administration recommends the approval of the Telesystem Amendment to the existing agreement, dated March 24, 2020. This is a one-time fee of \$421.92 to add eight alarm/elevator phone lines to the existing phone contract.

4.m. Township of Derry Agreement - Swimming

The Administration recommends the approval of the Township of Derry Agreement for the use of the Rec Center pool.

5. NEW BUSINESS

5.a. Personnel - Resignations

The Administration recommends the approval of the following resignations:

Classified:

Chandler, Melanie

Paraprofessional (Self-Contained Classroom)
Primary Elementary School
Reason: Personal
Effective: 11/22/2022

Cruz, Janette

Custodian (2nd shift)
Early Childhood Center
Reason: Personal
Effective: 11/29/2022

Peters, Emily

Custodian (2nd shift)
District-wide
Reason: Personal
Effective: 11/15/2022 (retroactive)

Riddick, Joshua
Substitute Food Service Worker
District-wide
Reason: Personal
Effective: 11/15/2022 (retroactive)

Limited Service Contract:

Lynch, Natalie
Special Education
Reason: Personal
Effective: 10/21/2022 (retroactive)

Minutes

Following a motion by Mr. Rizzo and a second by Dr. Koch the Personnel Resignations were approved.

Vote Results

Yea: 8 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 1 Maria Memmi

5.b. Personnel - General

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

Classified:

Burris, Montana (replacing Janette Cruz)
Paraprofessional (Self-Contained Classroom)
Early Childhood Center
Level B, 6.5 hours per day
Salary: \$18.34 per hour
Effective: 11/22/2022

Cekovic, Brianna (replacing Kaitlyn Hall)
Paraprofessional
Primary Elementary School
Level A, 5.75 hours per day
Salary: \$18.34 per hour
Effective: 11/22/2022

Pierce, Maria (replacing Linette Zarra)
Food Service Worker
Middle School

Level A, 4.0 hours per day
Salary: \$17.20 per hour
Effective: 11/22/2022

Transfer of Classified:

Martin, Joseph* (replacing Jacqueline Neidigh)

From: Bus Driver

Transportation

Level A, 5.5 hours per day

Salary: \$21.11 per hour

To: Administrative Assistant

Transportation

Full-Time, 7.5 hours per day

Salary: \$20.95 per hour

Effective: 01/09/2023

Neidigh, Jacqueline* (replacing Joseph Martin)

From: Administrative Assistant

Transportation

Full-Time, 7.0 hours per day

Salary: \$23.44 per hour

To: Bus Driver

Transportation

Level A, 5.5 hours per day

Salary: 22.89 per hour

Effective: 01/09/2023

Limited Service Contract:

Paukovitch, Jeffrey*

Grade Level Coordinator - Grade 2 (1/2 year)

Salary: \$1,000

Effective: 01/03/2023

Voyles, John

Assistant Coach - M.S. - Wrestling

Group F, Step 3

Salary: \$2,431

Effective: 11/22/2022

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

Minutes

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

Vote Results

Yea: 8 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 1 Maria Memmi

6. DELEGATE REPORTS

6.a. PSBA

Minutes

The PSBA Delegate report was attached to the agenda as well as the 2022 Delegate Assembly Legislative Platform report. Dr. Cronin shared that it was devoted to the proposed 2023 legislative platform. All that was proposed was approved.

7. SPECIAL REPORTS

7.a. Board Members' Report

Minutes

A report was made by the following board members:

- Mrs. Schmidt spoke to the Monte Carlo Night on November 26
- Mrs. Sicher congratulated the boys' soccer team

7.b. Superintendent's Report

Minutes

Dr. Winslow gave a report that included the following:

- Turkey Trot tomorrow at the middle school is a major food drive for the local food bank
- Photos of Mrs. Gawel becoming a sundae are worth seeing
- Very thankful for being able to serve this community, students, and incredible staff
- Wishing all a restful break
- Reminder Monday is a 2 hour late start - text message to come out Sunday

7.c. Board President's Report

Minutes

Ms. Drew gave a report to express the following:

- Congrats to the soccer team
- Wonderful fall sports events

- Appreciation for the music department

8. RECOGNITION OF CITIZENS

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

Minutes

There were no citizens requesting recognition by the board.

9. ADJOURNMENT

Minutes

The meeting was adjourned at 8:44 p.m. following a motion by Mr. Rizzo and seconded by Mrs. Schmidt.

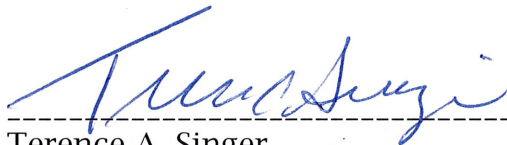
Vote Results

Yea:	8	Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
Nay:	0	
Abstain:	0	
Not Cast:	1	Maria Memmi

Respectfully submitted,



Michele Agee
Secretary to the Board
December 12, 2022



Terence A. Singer
Board President

School Board Meeting Virtual Attendance November 21, 2022

Lisa Balanda
Mark Balanda
Bob Bart
Michael Davies
Lauren Doliner
Kat English
Anna Gawel
Ligma Johnson
Melissa Kaminski
Missy Kunder
Olivia Lewis
Andrea Mitchell
Lindsey Schmidt
Angie Shipper
Melissa Shultz
David Smith

Derry Township School District
Board Meeting
November 21, 2022

Please Sign In AND Print Your Name

Signature	Printed Name
<i>Sample Signature</i>	Sample Name Printed

<i>Signature</i>	<i>Printed Name</i>
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ALEX DECICCO

Signature
Printed Name

Alexandra Wilson

<i>Signature</i>	<i>Printed Name</i>

Atai Tahasan

Signature _____ Printed Name _____

Anna L. Lawe Anna Gawe!

Signature _____ Printed Name _____

John Lefel Vera Finell

Signature _____ Printed Name _____

Signature: _____ Printed Name: MARIC HINDAROS

Signature: Anthony Summitt Printed Name: Anthony Summitt

Signature _____ Printed Name Lindsey Sumner

<i>Signature</i>	<i>Printed Name</i>
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<i>Signature</i>	<i>Printed Name</i>
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Signature _____ Printed Name _____

Signature _____ Printed Name _____

STUDENT OF THE MONTH - HERSHEY ROTARY CLUB - STUDENT ACHIEVEMENTS

Phonetic pronunciation of your name.

Atai (uh-tai) Tahasan (t-uh-hah-sin)

Student Name *

Atai Tahasan

Parents Names *

Mohammad Haque & Mosammat Begom

Phone number *

Home mailing address

Current School Activities *

Please list current school activities.

Class Vice-President, NHS Vice-President, Link Crew Leader, CARE Club treasurer, Link Crew Leader, student council member, Varsity Track and Field, Tech Deck Club, French NHS, Youth and Government

Honors and Awards *

Please list any honors or awards you've received.

National Merit Commended Scholar, AP Scholar with Distinction

GPA (optional)**Current Service Activities and Achievements ***

COCOA Packs

Hobbies *

Reading, working out, nutrition science research

Senior Year Courses *

AP Biology, AP Statistics, AP French, AP English Literature, Advanced Calculus, HACC Intro. To Business, Money Management, APEX(Gym)

Name of college / university you plan to attend?

Undecided

Intended Major

Economics

Additional Information

N/A

This form was created inside of Derry Township School District.

Google Forms

STUDENT OF THE MONTH - HERSHEY ROTARY CLUB - STUDENT ACHIEVEMENTS

Phonetic pronunciation of your name.

Student Name *

Alexandra Wilson

Parents Names *

Dorothy Bertocci and Jason Wilson

Phone number *

Home mailing address

Current School Activities *

Please list current school activities.

Varsity Cross Country, Varsity Indoor and Outdoor Track and Field, National Honors Society Member, Key Club Vice President

Honors and Awards *

Please list any honors or awards you've received.

4-year, 3 Sport Varsity Letter Winner, Distinguished Honor Roll

GPA (optional)**Current Service Activities and Achievements ***

HHS Key Club's Annual Walk for Clean Water (raises upwards of \$20k to build water wells)

Hobbies *

Running, Traveling, Hiking

Senior Year Courses *

Statistics, AP Psychology, Biotechnology, AP English Literature, 2-Credit Internship

Name of college / university you plan to attend?

unknown 4-year university

Intended Major

Psychology

Additional Information

Hopes to run cross country/track in college

This form was created inside of Derry Township School District.

Google Forms



2022 Assessment Results

PSSA

Keystones

PSSA – District by Subject

Subject	2016	2017	2018	2019	2022
Math	63%	66%	64%	63%	59%
ELA	78%	79%	80%	79%	79%
Science	83%	83%	84%	83%	83%

PSSA – District by Grade & Subject - 2022

Grade	Math	ELA	Science	State Math	State ELA	State Science
3	77%	74%	N/A	48%	52%	N/A
4	63%	71%	85%	42%	52%	74%
5	59%	79%	N/A	35%	54%	N/A
6	56%	81%	N/A	32%	56%	N/A
7	52%	82%	N/A	27%	57%	N/A
8	49%	86%	81%	23%	59%	51%

Math PSSA: 2015 - 2022

Grade	2014-15	2015-16	2016-17	2017-18	2018-19	2021-22
8	52%	54%	58%	59%	56%	49%
7	60%	61%	67%	58%	67%	52%
6	66%	65%	56%	62%	57%	56%
5	63%	60%	70%	64%	64%	59%
4	62%	69%	75%	66%	72%	63%
3	72%	70%	76%	77%	72%	77%

ELA PSSA: 2015 - 2022

Grade	2014-15	2015-16	2016-17	2017-18	2018-19	2021-22
8	81%	79%	82%	83%	79%	86%
7	78%	82%	82%	80%	82%	82%
6	84%	88%	78%	84%	83%	81%
5	78%	75%	75%	81%	83%	79%
4	71%	77%	85%	78%	84%	71%
3	77%	76%	80%	83%	74%	74%

Keystones – Biology (2022)

Biology	Grade	Total Tests	Perf Level %	Total % Adv and Prof	State
	9 -11	267	Adv – 39% Prof – 34% Basic – 18% BB – 9%	73%	41%

Keystones – Algebra (2022)

Algebra I	Grade	Total Testers	Perf Level %	Total % Adv and Prof	State
	6-11	260	Adv – 38% Prof – 37% Basic – 21% BB – 4%	74%	31%

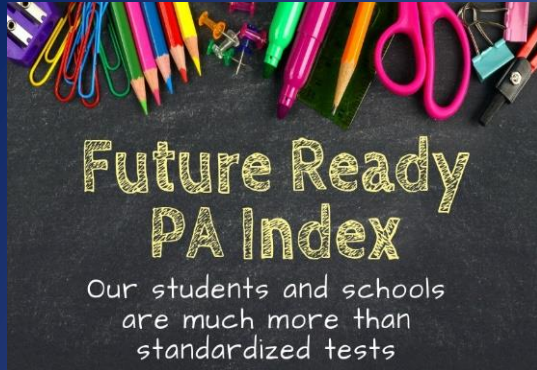
Keystones – Literature (2022)

Literature	Grade	Total Tests	Perf Level %	Total % Adv and Prof	State
	10	266	Adv – 31% Prof – 53% Basic – 9% BB – 7%	83%	55%

Spring Keystone Assessment 2017-2022

Assessment	2017	2018	2019	2022
Algebra	84%	80%	85%	74%
Biology	85%	86%	87%	73%
Literature	90%	86%	88%	83%

Future Ready PA Index



What is the Future Ready PA Index?

The Future Ready PA Index is the school measurement tool for communities to evaluate how schools are doing in preparing students for college, career, and community after graduation.

Why is Pennsylvania adopting the Future Ready PA Index?

Pennsylvanians know that students, and the schools that serve them, are more than just standardized test scores, and wanted a tool for evaluating schools that doesn't rely solely on standardized test results.

In 2015, the state Department of Education started engaging with communities around the state to learn what was important to them and to develop a new measure. As a result, in 2018 Pennsylvania reduced PSSA testing time by 20 percent, and established a new meaningful set of indicators.

What are we doing?

Curriculum Work:

- Anchors and Eligible Content
- Aligning Assessments to Standards
- Implementation of Open Court Reading program in K-5
- Implementation of Carnegie Learning Mathematics at the Middle School
- Pilot of Eureka 2 Mathematics at the Elementary School
- Deep study of essential standards in grades K-5
- ELA and Math Intervention in Elementary and Middle Levels

Professional Learning

- Text Dependent Analysis Training
- On-Site and Virtual Coaching with Carnegie Learning
- Professional Learning/Support for Eureka 2 Pilot Teachers
- Coaching Team & continued PLC development & implementation
- Return of DTSD Faculty Conference
- Continued commitment to job embedded professional learning through the instructional coaching model

What are we working toward?

Four Critical PLC Questions – for EVERY student

- What do we want students to know and be able to do? (*Curriculum*)
- How do we know if students have learned? (*Quality assessments*)
- How do we respond when students don't learn?
- How do we respond when students have learned?



Derry Township School District

Enhanced District Wide Feasibility Study

November 21, 2022





AGENDA

☐ Feasibility Study Team

- District Administrators
- Design Team – RLPS Architects
- Systems Team – Moore Engineering

☐ Process

- Why, How, What
- Public Engagement

☐ Next Steps

Discussion Items

WHY

Surveys

Educational
Program

- Staff Survey
- Enrollment Projections
- Existing Building Survey
- Establish Vision/ Goals
- Visit Other Schools
- Public Engagement

HOW

Options

Cost
Estimate

- Educational Design Brief
- Develop Program
- Financial Impacts
- Options and Analysis

WHAT

Share
Design

Final
Report

- Revised Options
- Cost Estimates
- Committee Review
- Final Review
- Vision and Direction

STEP #1

WHY

Surveys

Educational
Program

- Staff Survey
- Enrollment Projections
- Existing Building Survey
- Establish Vision/ Goals
- Visit Schools
- Public Engagement

HOW

Options

Cost
Estimate

- Educational Design Brief
- Develop Program
- Financial Impacts
- Options and Analysis

WHAT

Share
Design

Final
Report

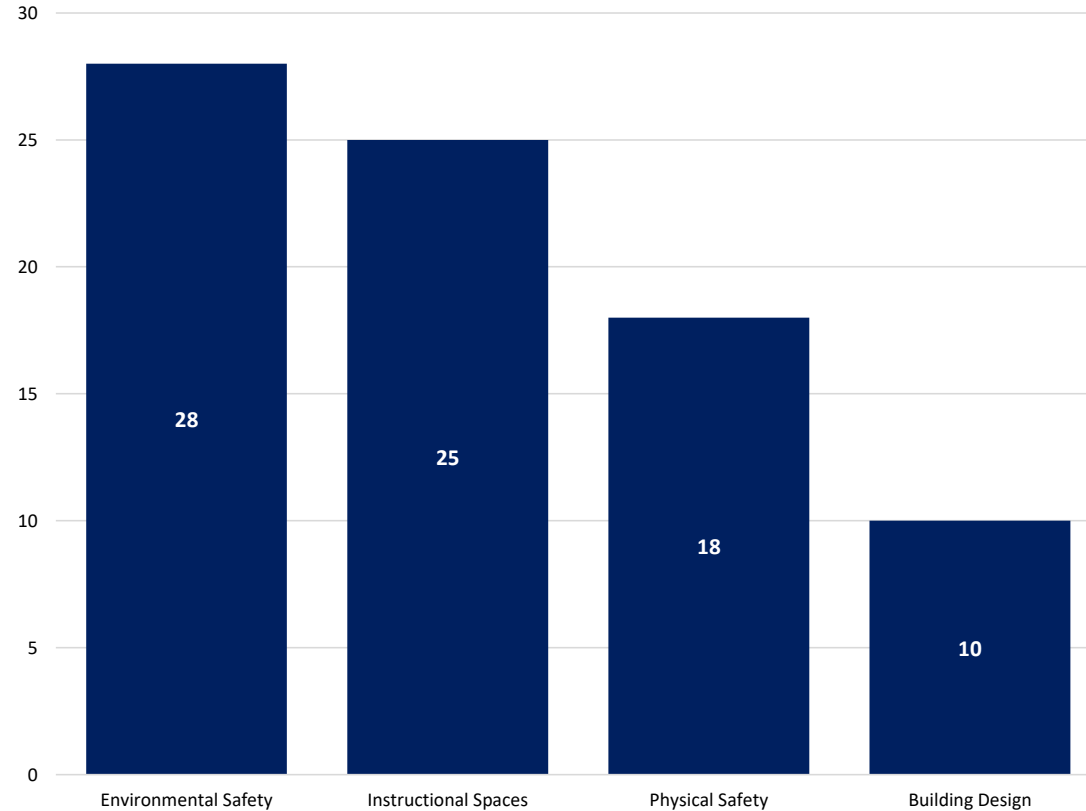
- Revised Options
- Cost Estimates
- Committee Review
- Final Review
- Vision and Direction

Questions

- 7 questions
- 75 staff responded
- 746 total responses

1. What is the most important element of instruction to allow students to succeed?
2. How can any educational spaces be improved at the elementary level?
3. Should there be collaboration between grades that may require certain adjacencies or different classroom types and why?
4. What design feature(s) do you like most about the elementary school?
5. What improvements can be made related to safety and security at the building?
6. What site or outdoor area improvements are needed?

7. If this feasibility study solves only one issue, what would it be?



PDE Projections

Derry Township SD 115221753

YEAR	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
Actual														
2017 - 2018	198	220	229	238	247	245	279	278	291	322	292	288	280	3407
2018 - 2019	230	231	233	236	246	261	255	286	277	300	334	309	294	3492
2019 - 2020	238	239	241	231	239	259	282	269	291	289	301	341	303	3523
2020 - 2021	201	236	234	237	232	234	261	291	269	288	292	307	333	3415
2021 - 2022	207	204	232	216	246	229	237	253	284	278	285	270	300	3241
Projection														
2022 - 2023	200	226	207	214	221	251	237	242	252	291	281	264	264	3150
2023 - 2024	224	219	230	191	219	225	260	242	241	258	294	260	258	3121
2024 - 2025	196	246	223	212	195	223	233	265	241	247	261	272	254	3068
2025 - 2026	205	215	250	206	217	199	231	238	264	247	250	241	266	3029
2026 - 2027	201	225	218	231	211	221	206	236	237	270	250	231	236	2973
2027 - 2028	197	220	229	201	236	215	229	210	235	243	273	231	226	2945
2028 - 2029	193	216	224	211	205	240	223	234	209	241	245	252	226	2919
2029 - 2030	189	211	219	207	216	209	249	228	233	214	243	227	246	2891
2030 - 2031	185	207	214	202	212	220	216	254	227	239	216	225	222	2839
2031 - 2032	181	202	210	198	206	216	228	220	253	233	241	200	220	2808

PDE Enrollment Projections

2022/23 School Year = 3150

■ **Actual?**

2027/28 Projected = 2945

** PDE = live births only*

Outside Factors

- **Housing start-ups**
- **Move-ins/ turnover**
- **Changing neighborhoods**
- **COVID impacts**

Enrollment

Early Childhood Center

- Built: 2000
 - Renovations: 2012
 - Systems nearing end-of-life cycle
 - Not enough space to accommodate program
 - Building is in good/ fair condition
- 22+ years old



OVERALL BUILDING RATING 2.6

OVERALL BUILDING RATING - CHILDHOOD CENTER				
The following factors allow for an overall approach to assessing the usefulness, value and condition of a particular facility.		Rating Scale:		
		0.0 = Consider Demolition		
		1.0 = Weigh Heavy Renovations vs Discontinued Use or Demolition		
		2.0 = Heavy Renovations or Alterations needed		
		3.0 = Light Renovations or Capital Projects needed		
		4.0 = Brand New or Like-New Facility		
GENERAL BUILDING/ EDUCATIONAL RATING (intangibles)				2.47
SITE CONDITION				2.92
ARCHITECTURAL BUILDING CONDITION				2.91
1	EXTERIOR ENVELOPE		3.17	
2	ROOFING SYSTEM		3.43	
3	EXTERIOR WINDOWS & DOORS		3.45	
4	INTERIOR WALLS & DOORS		3.60	
5	CIRCULATION & CORRIDORS		3.21	
6	ADMINISTRATION & FACULTY AREAS		3.15	
7	GENERAL CLASSROOMS & SPECIAL EDUCATION		3.12	
8	INSTRUCTIONAL SUPPORT SPACES		3.11	
9	ART, MUSIC, STEAM, SCIENCES		2.85	
10	LIBRARY & SUPPORT SPACES		0.00	
11	PHYSICAL EDUCATION & PERFORMANCE AREAS		2.81	
12	CAFETERIA & KITCHEN		2.68	
13	TOILET ROOMS		3.01	
14	MECHANICAL AND BUILDING SUPPORT AREAS		3.21	
SYSTEMS CONDITION				2.07
1	EXTERIOR SYSTEMS		2.40	
2	MECHANICAL ROOMS		1.59	
3	MECHANICAL		2.00	
4	PLUMBING		2.08	
5	FIRE PROTECTION		2.25	
6	ELECTRICAL		2.21	
7	ELECTRICAL - EMERGENCY		2.00	
8	LOW VOLTAGE		2.00	
OVERALL BUILDING RATING (Average of 4 categories)				2.6

Existing Conditions

Elementary School

- Built: 1954
- Renovations: 1956
- 1989
- 2000
- 2011
- 68+ years old
- Aged facility
- Systems at end-of-life cycle
- Not enough space to accommodate program
- Outdated learning environments

OVERALL BUILDING RATING 1.7



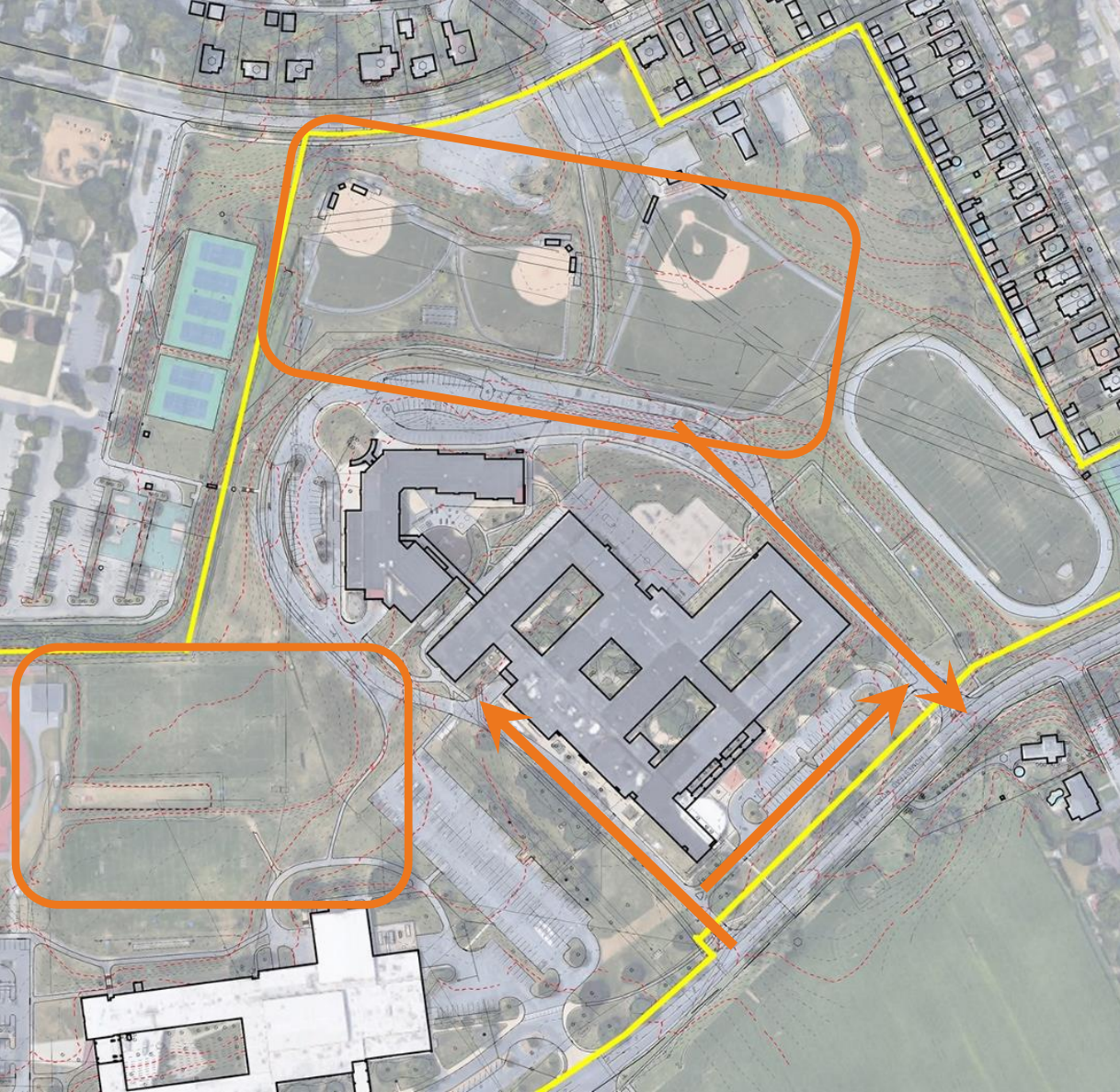
OVERALL BUILDING RATING - ELEMENTARY SCHOOL				
The following factors allow for an overall approach to assessing the usefulness, value and condition of a particular facility.		Rating Scale:		
		0.0 = Consider Demolition		
		1.0 = Weigh Heavy Renovations vs Discontinued Use or Demolition		
		2.0 = Heavy Renovations or Alterations needed		
		3.0 = Light Renovations or Capital Projects needed		
		4.0 = Brand New or Like-New Facility		
GENERAL BUILDING/ EDUCATIONAL RATING (intangibles)				1.31
SITE CONDITION				1.68
ARCHITECTURAL BUILDING CONDITION				1.94
1	EXTERIOR ENVELOPE		1.29	
2	ROOFING SYSTEM		1.57	
3	EXTERIOR WINDOWS & DOORS		2.25	
4	INTERIOR WALLS & DOORS		2.55	
5	CIRCULATION & CORRIDORS		2.18	
6	ADMINISTRATION & FACULTY AREAS		2.09	
7	GENERAL CLASSROOMS & SPECIAL EDUCATION		1.57	
8	INSTRUCTIONAL SUPPORT SPACES		1.75	
9	ART, MUSIC, STEAM, SCIENCES		2.26	
10	LIBRARY & SUPPORT SPACES		2.25	
11	PHYSICAL EDUCATION & PERFORMANCE AREAS		1.35	
12	CAFETERIA & KITCHEN		2.94	
13	TOILET ROOMS		1.65	
14	MECHANICAL AND BUILDING SUPPORT AREAS		1.43	
SYSTEMS CONDITION				1.84
1	EXTERIOR SYSTEMS		1.60	
2	MECHANICAL ROOMS		1.72	
3	MECHANICAL		1.83	
4	PLUMBING		1.60	
5	FIRE PROTECTION		2.00	
6	ELECTRICAL		1.64	
7	ELECTRICAL - EMERGENCY		1.23	
8	LOW VOLTAGE		1.27	
OVERALL BUILDING RATING (Average of 4 categories)				1.7

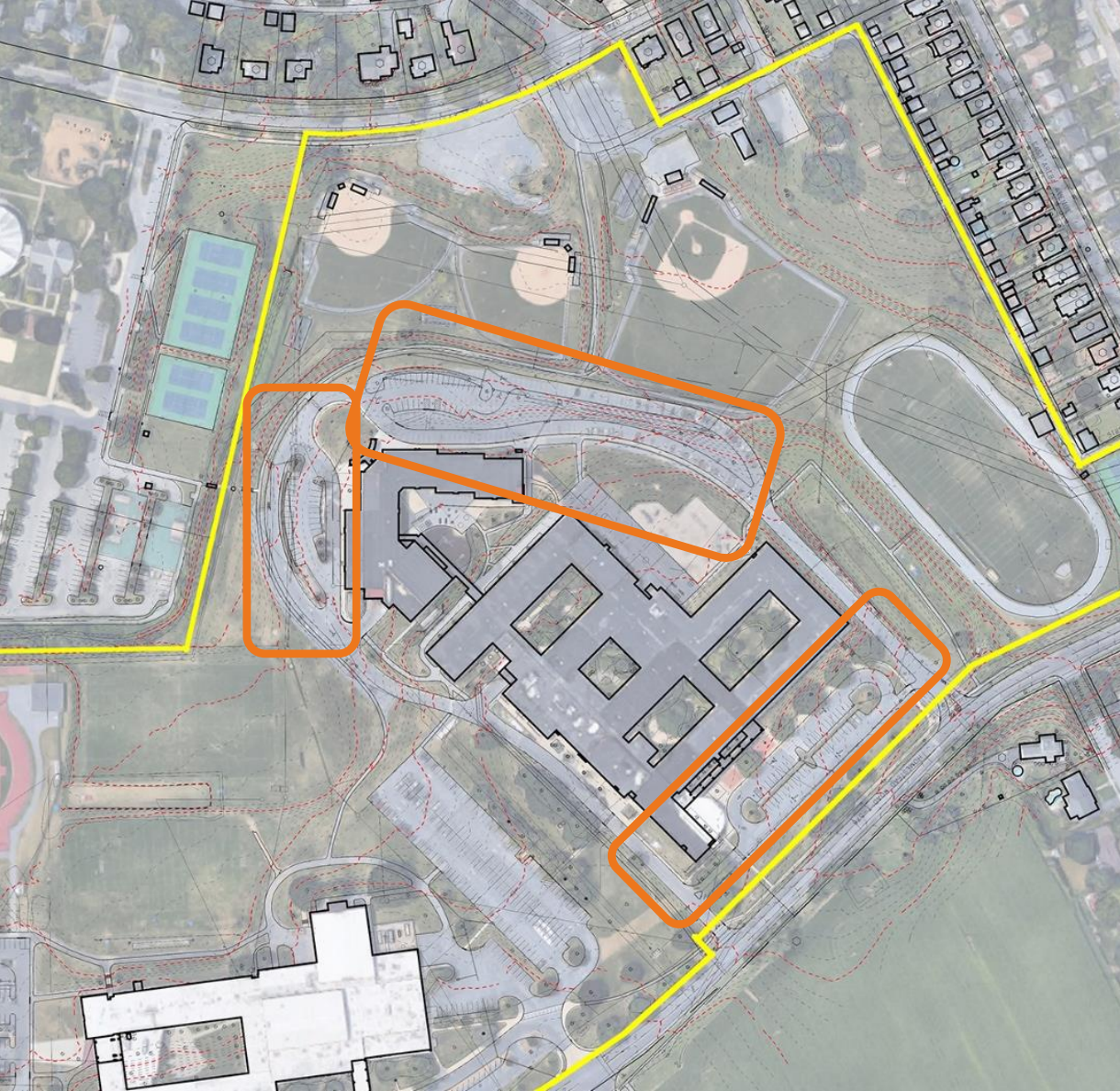
Existing Conditions

Site Evaluation

□ Boundaries/ Topography

- Grading
- Baseball fields bounding to North
- Play fields to West
- Low area (flooding) at track to East
- Entry drives/ access inadequate





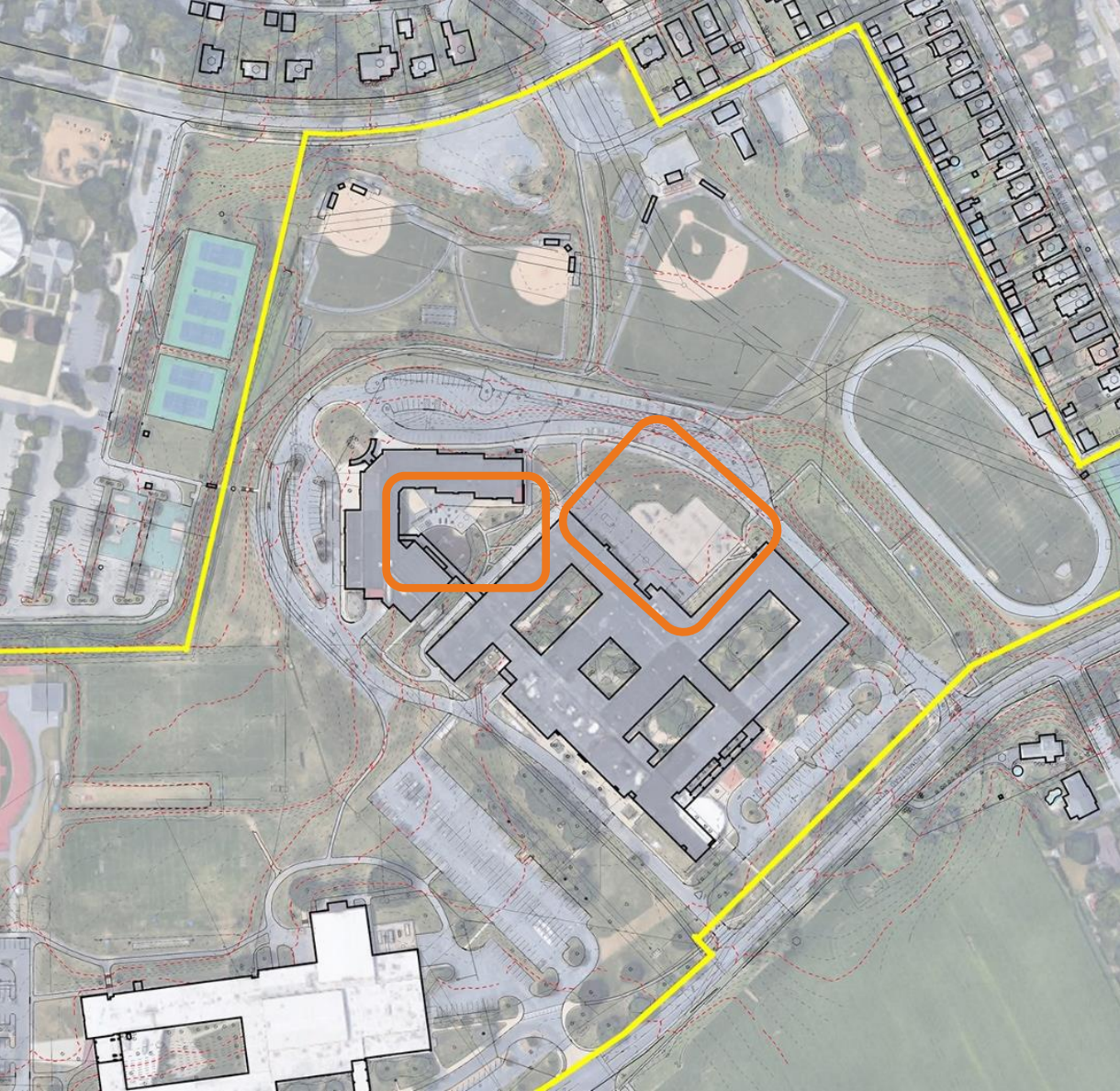
Site Evaluation

☐ Boundaries/ Topography

- Grading
- Baseball fields bounding to North
- Play fields to West
- Low area (flooding) at track to East
- Entry drives/ access inadequate

☐ Circulation

- 31 buses + 7 vans daily
- Parent car drop-off (defined w/ cones)
- Parking needs – staff & events



Site Evaluation

☐ Boundaries/ Topography

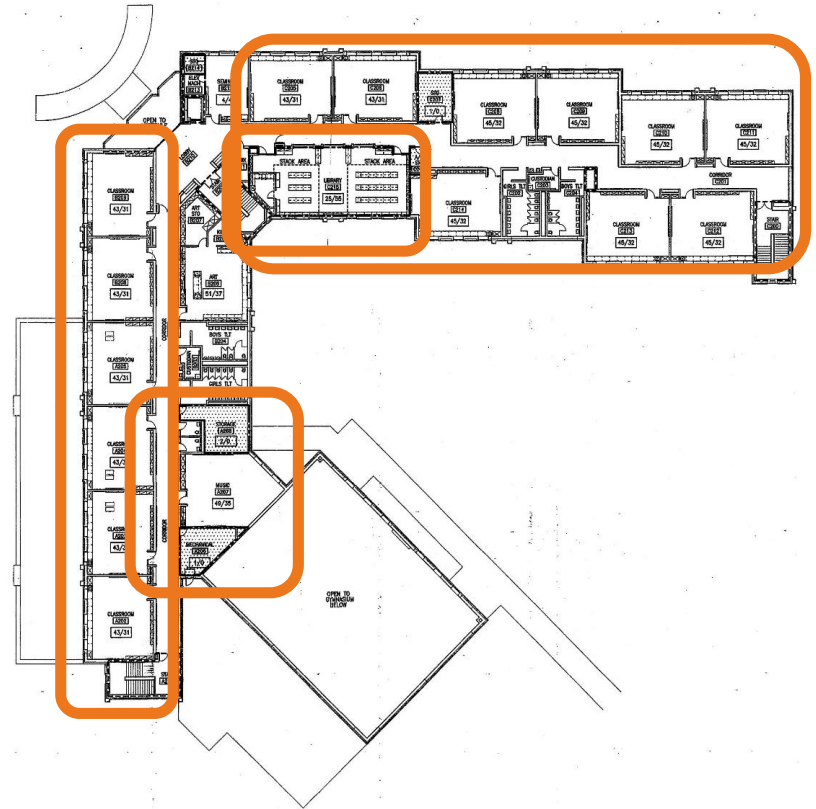
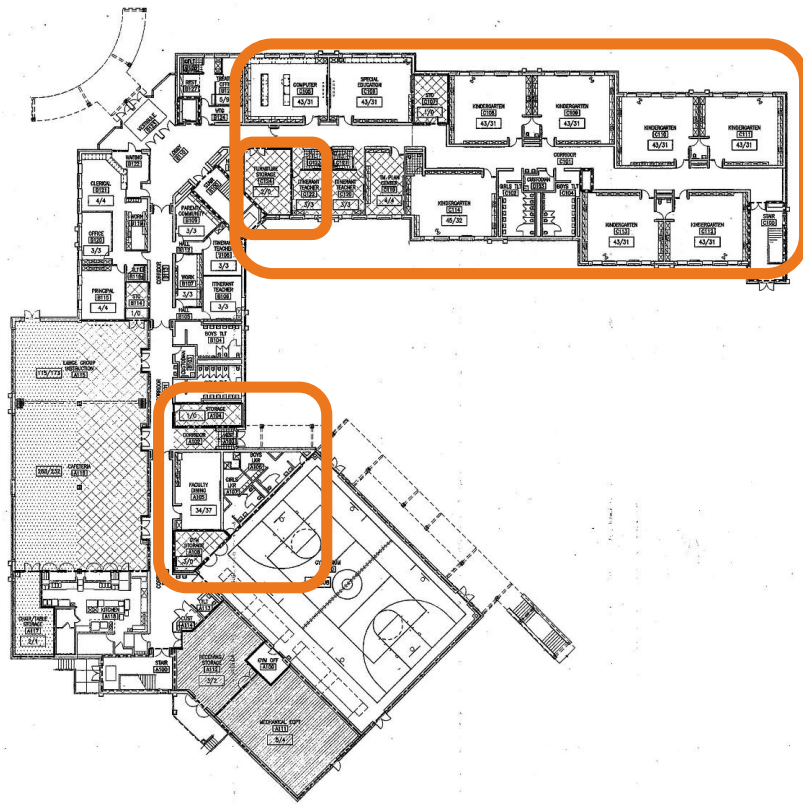
- Grading
- Baseball fields bounding to North
- Play fields to West
- Low area (flooding) at track to East
- Entry drives/ access inadequate

☐ Circulation

- 31 buses + 7 vans daily
- Parent car drop-off (defined w/ cones)
- Parking needs – staff & events

☐ Play Areas

- Equipment appropriate for K-5
- Open field area needs
- Hard surface area needs

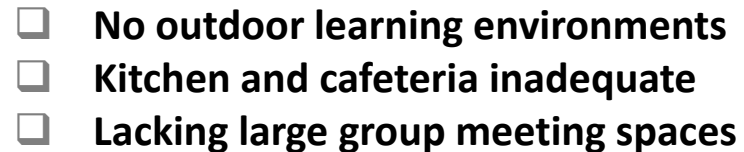


Building Challenges

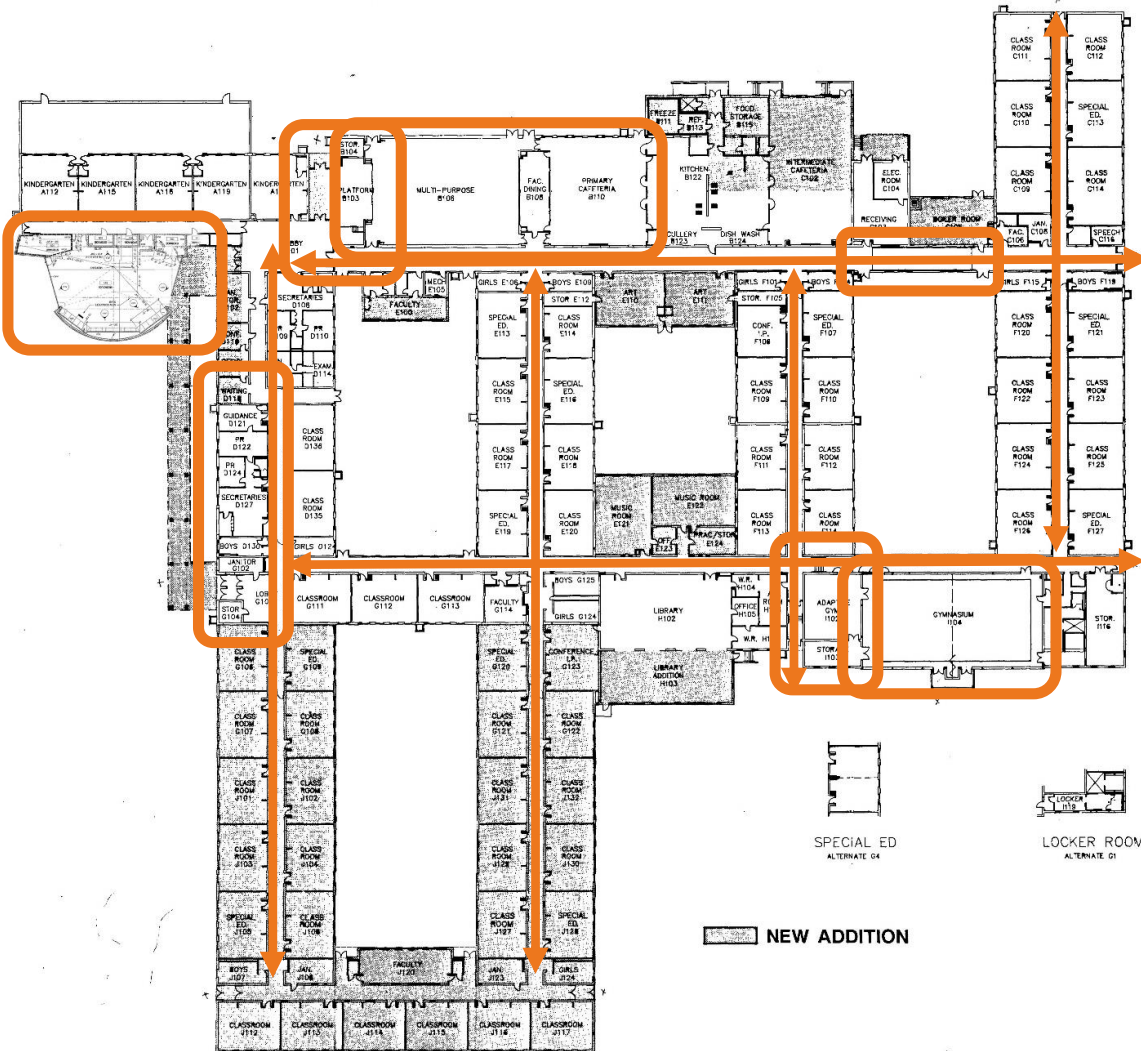
- ☐ Full day Kindergarten impacts
- ☐ Lacking instructional spaces
- ☐ Storage rooms used as learning environments



- ❑ Full day Kindergarten impacts
- ❑ Lacking instructional spaces
- ❑ Storage rooms used as learning environments



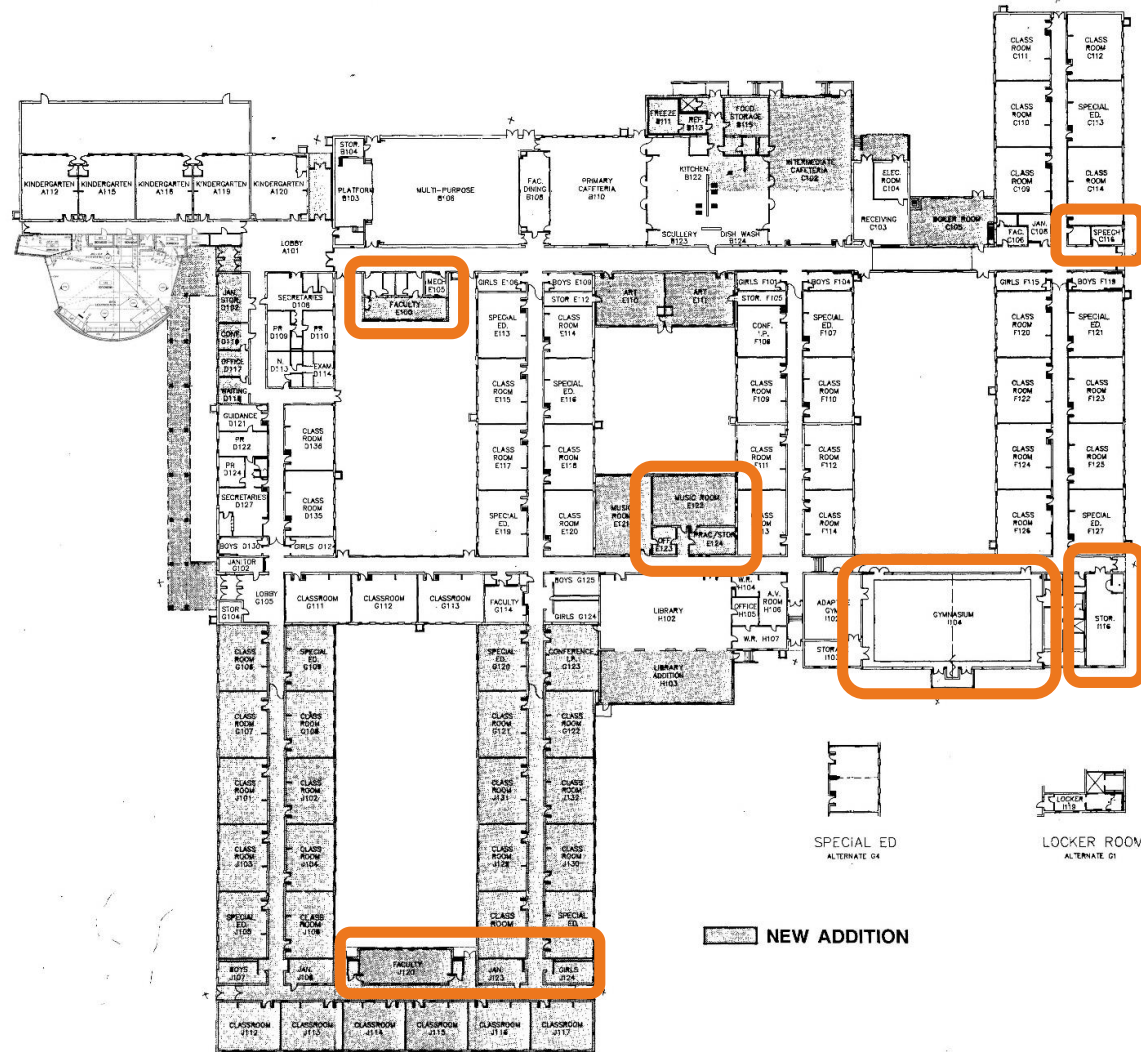
ECC Building Plan



Building Challenges

- ❑ Not fully accessible
 - Ramp not ADA
 - Stairs to different levels
 - No clearance at classroom entries
- ❑ No separation of public use & classroom spaces
- ❑ Long corridors (building spread out)

ES Building Plan

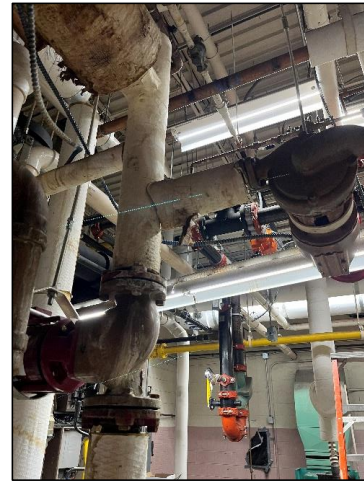
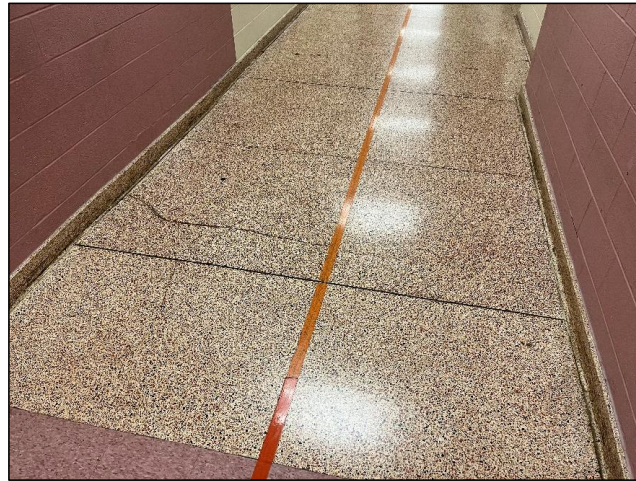
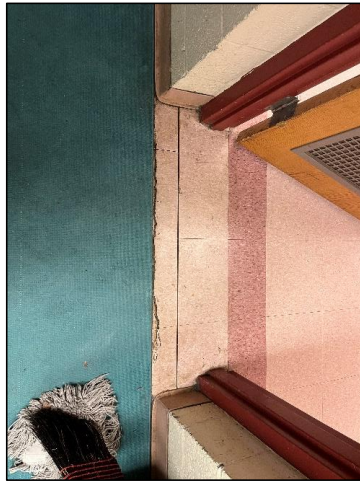


Building Challenges

- ☐ Not fully accessible
 - Ramp not ADA
 - Stairs to different levels
 - No clearance at classroom entries
- ☐ No separation of public use & classroom spaces
- ☐ Long corridors (building spread out)
- ☐ No adaptable classroom layouts
- ☐ Lacking instructional spaces
 - Learning support classroom needs
 - # of classrooms
 - No flexibility
- ☐ Lacking large group meeting spaces
- ☐ Unused courtyards – minimal access
- ☐ Inadequate PE/ gym space
- ☐ Storage rooms used as learning environments
- ☐ No outdoor learning environments

ES Building Plan

Hershey Elementary



Board - School Visit



Vision: Must Haves

☐ **1 Community; 1 School**

- Cohesiveness from K-5
- Smooth transitions
- Connections between grades
- Build community excitement in learning

☐ **Collaboration**

- Opportunities for team/ group activities
- Educator collaboration between disciplines
- Flexibility in how students learn – optimizing space
- Different types of engagement
- Hands-on opportunities in learning

☐ **Safe & Secure**

- Sense of belonging to a community for all
- Physical and emotional connections
- Right proportion spaces for an elementary student



Space: Must Haves

☐ Flexible spaces

- Consistent classroom sizes
- Flexible space for potential growth
- Large classroom size with ample storage
- Flexible small group instruction spaces
- Gymnasium with platform
- Music instruction/ delivery
- Learning commons with varying spaces

☐ Connections

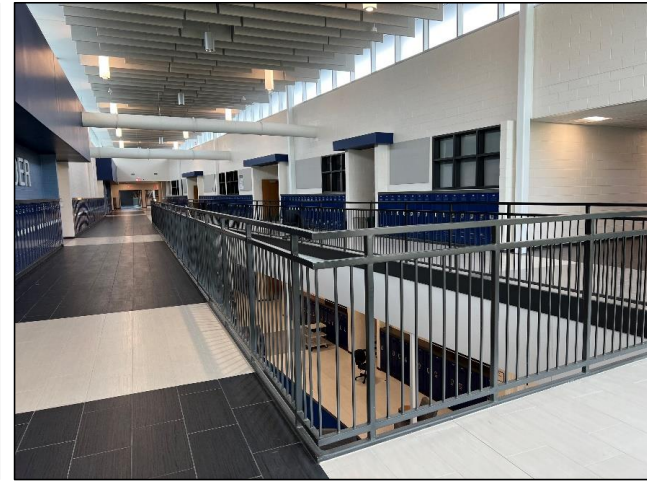
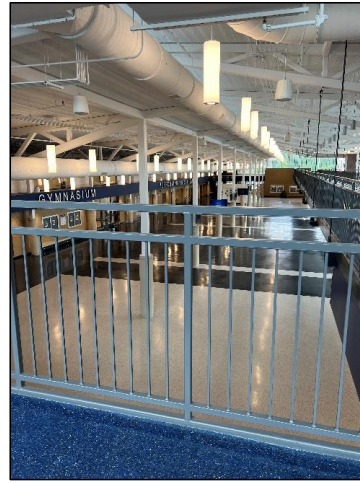
- Cafeteria to outdoor play areas
- Public spaces well defined
- Grade teams or pods; sense of belonging
- Clearly defined connections of spaces

☐ Programming

- No learning environments in closets
- Able to expand learning environments for future changes in education

Space & Goals

Manheim Township Middle School



Board - School Visit

Presentations

WHY

Existing
Building
Condition

Learning
Model

- Existing Building Tour
- Educational Impact Presentation
- Vision & Goals Presentation

Board: December 2022
Public: January 2023

HOW

Financial
Impacts

What We
Need

- Financial & Tax Impact Presentation
- Program & Needs Presentation

Board & Public:
March 2023

WHAT

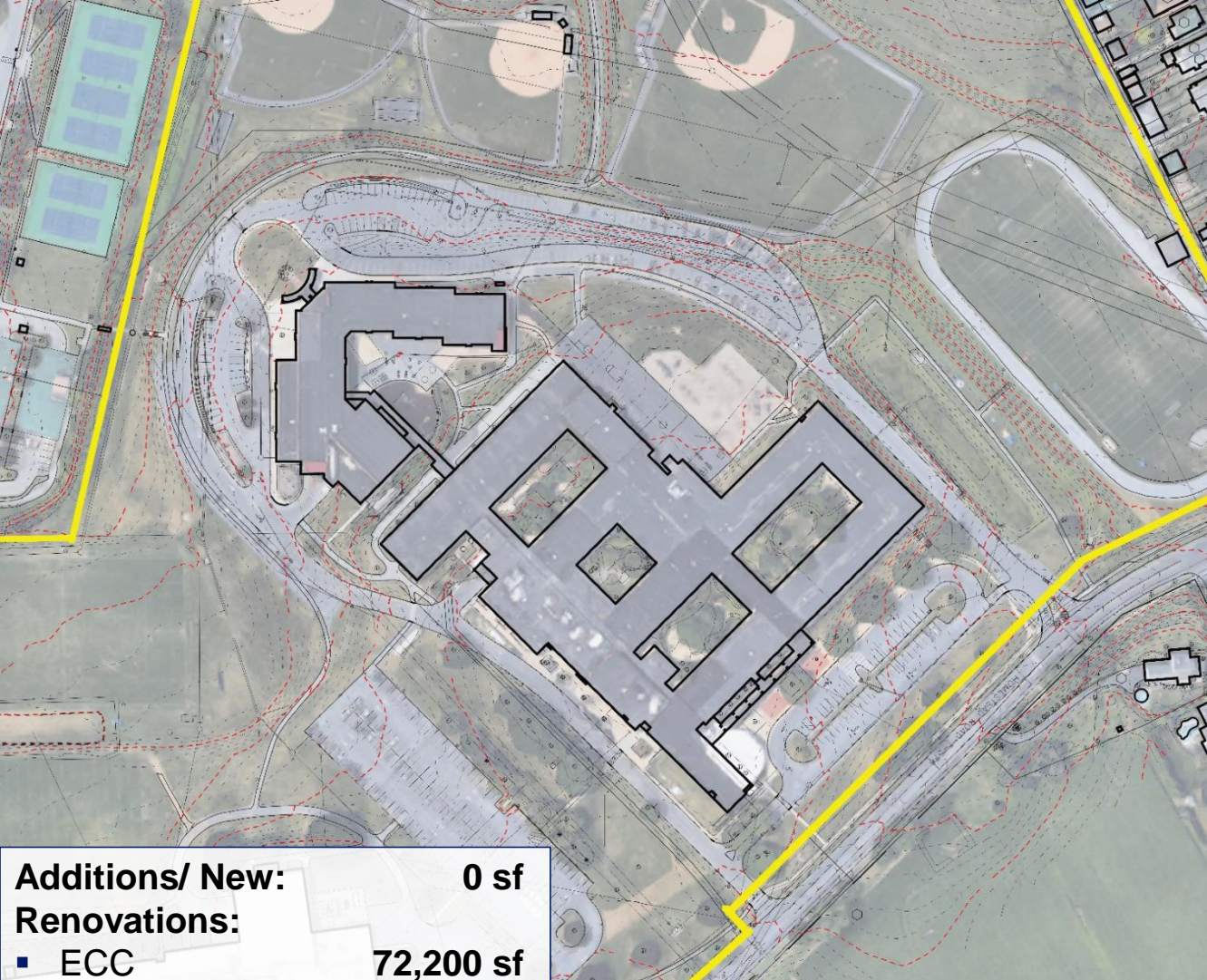
Options

Direction

- Options & Analysis Presentation
- Financial Direction Presentation
- Next Steps for Project

Board & Public:
May/ June 2023

Engagement



Additions/ New:	0 sf
Renovations:	
■ ECC	72,200 sf
■ HES	155,000 sf
Total Square Feet:	227,200 sf

ECC Renovations:

- ☐ HVAC & lighting replacement
- ☐ Fire protection update
- ☐ Roof replacement
- ☐ Ceiling replacement
- ☐ Casework modifications with HVAC impacts

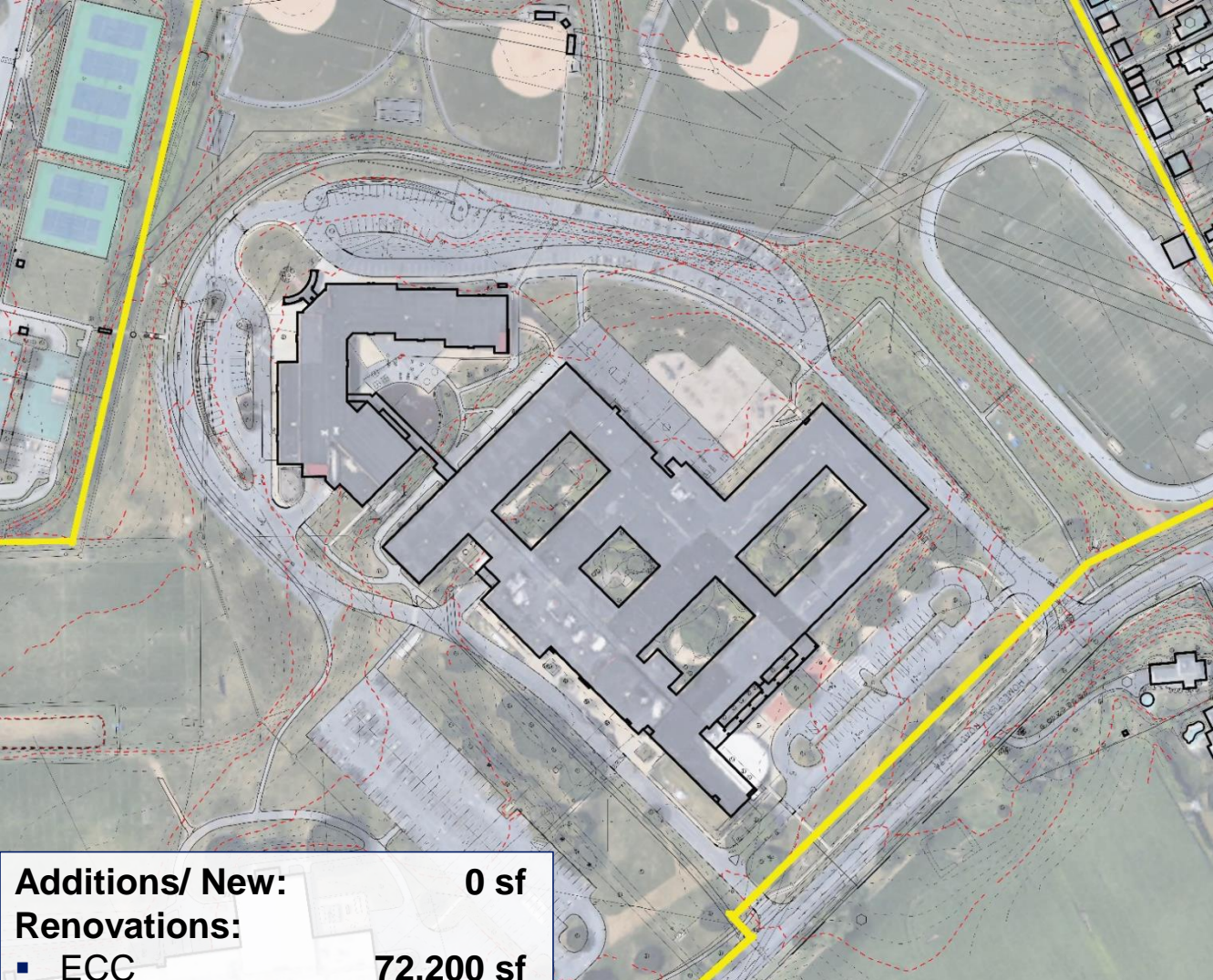
- ❖ **No change to site circulation**
- ❖ **No change to classroom layouts**
- ❖ **No change to learning environments**

HES Renovations:

- ☐ HVAC & lighting replacement
- ☐ Fire protection update
- ☐ Roof replacement
- ☐ Ceiling replacement
- ☐ Casework replacement
- ☐ Flooring replacement in classrooms
- ☐ Fix exterior wall finish issues

- ❖ **No change to site circulation**
- ❖ **No change to classroom layouts**
- ❖ **No change to learning environments**

Status Quo: *Update Systems*



Additions/ New: 0 sf
Renovations:
■ ECC 72,200 sf
■ HES 155,000 sf
Total Square Feet: 227,200 sf

STATUS QUO			
ECC: Renovations			
HVAC	72,200	\$32	\$2,310,400
Plumbing	72,200	\$10	\$722,000
Fire Protection	72,200	\$2	\$144,400
Electrical	72,200	\$34	\$2,454,800
Architectural	72,200	\$29	\$2,093,800
Roof replacement	46,500	\$35	\$1,627,500
ECC: SUB-TOTAL		\$142	\$9,352,900
HES: Renovations			
HVAC	155,000	\$46	\$7,130,000
Plumbing	155,000	\$16	\$2,480,000
Fire Protection	155,000	\$2	\$310,000
Electrical	155,000	\$46	\$7,130,000
Architectural	155,000	\$55	\$8,525,000
Roof replacement	155,000	\$35	\$5,425,000
ECC: SUB-TOTAL		\$200	\$31,000,000
Design Contingency		10%	\$4,035,290
Escalation (2024/25)		10%	\$4,438,819
TOTAL CONSTRUCTION COSTS			\$48,827,009
Soft Costs		15%	7,324,051
TOTAL PROJECT COSTS			\$56,151,060

Status Quo: *Update Systems*



School Board: NEXT STEPS

- ❑ **Hershey Elementary Building Tour**
 - Existing Building use & condition
 - Space impacts

December 2022
- ❑ **MTMS Building Tour**
 - School Board tour
 - Review advantages/ disadvantages

December 2022
- ❑ **Financial Review**
 - Borrowing capacity
 - Implications to taxes/ millage rates

Thank You!



Derry Township School District

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

To: Board of School Directors

From: Erick Valentin

Re: Proposal to add a club at Hershey Middle School

Date: November 2, 2022

On behalf of HMS student Margaret Brannigan, I would like to present a recommendation to the Derry Township Board of School Directors regarding the formation of a student club entitled Dungeons & Dragons Club.

- The enclosed proposal outlines and describes the purpose of the club.
- The club is supported by a faculty advisor, Art Titzel.
- Participation in the Dungeons & Dragons Club would be open to eighth grade students with a possible extension to seventh grade students.
- This program does not entail a Limited Service Contract (LSC) and will therefore not include a stipend/payment to the sponsor.

Enclosures: Proposal for Dungeons & Dragons Club

Dungeons and Dragons Club Proposal

Student Proposing Club: Maggie Brannigan

Proposed Club Name: Dungeons and Dragons Club

Description of Club:

The purpose of the proposed Dungeons and Dragons club is to provide a safe place for students to socialize around the common interest of the game Dungeons and Dragons. For the last few years, during the COVID pandemic, students have experienced less face to face socialization with positive peer to peer interactions. The Dungeons and Dragons club would provide an opportunity for students to develop social skills and overcome social anxiety. In addition, students will be able to develop their creativity through story-telling. The Dungeons and Dragons club will foster a sense of belonging, community, and citizenship to any student who chooses to participate. These outcomes are aligned with the Hershey Middle School COCOA motto, since the club strengthens community; provides new opportunities to socialize and learn together; develops citizenship through a collaborative approach to establishing norms for the operation of the club; emphasizes ownership since students originated the idea of the club, and enhances academics related to critical thinking and communications. There will be no funds collected as part of the club. At present there are six 8th grade students who are interested in creating the club. Initially the plan is to open the club to 8th grade students with a possible extension to 7th grade.

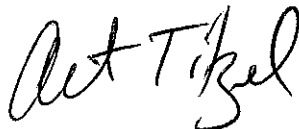
Student

Margaret Brannigan

A handwritten signature in black ink, appearing to read 'Maggie', with a large, stylized flourish extending from the end.

Faculty Advisor

Mr. Art Titzel

A handwritten signature in black ink, appearing to read 'Art Titzel', written in a cursive style.

DUAL ENROLLMENT/ COLLEGE in HIGH SCHOOL

**HARRISBURG UNIVERSITY OF SCIENCE AND TECHNOLOGY
and
DERRY TOWNSHIP SCHOOL DISTRICT**

THIS AGREEMENT is made this 1 day of December 1, 2022, (hereinafter “Agreement”), by and between the Derry Township School District (DTSD), PO Box 898, 30 East Granada Avenue, Hershey, Pennsylvania 17033 and Harrisburg University of Science and Technology (HU), 326 Market Street, Harrisburg, Pennsylvania.

B A C K G R O U N D

WHEREAS, DTSD is a suburban public K-12 school district located in south-central Pennsylvania serving Derry Township, Dauphin County;

WHEREAS, HU is an accredited private nonprofit university formed under the laws of Pennsylvania, that focuses its educational mission in the areas of science, technology, engineering, and math (STEM) careers;

WHEREAS, HU offers both undergraduate and graduate degree programs;

WHEREAS, DTSD and HU (collectively “Participating Institutions”) desire to collaborate for purposes of providing STEM related activities, programs, and course offerings for students enrolled in DTSD utilizing HU curriculum;

WHEREAS, the Participating Institutions desire to develop a cooperative program to provide eligible high school students with the opportunity to participate in advanced study, possibly earn college credits, and understand realistic expectations regarding college-level work by enrolling in courses offered by HU;

WHEREAS, the Participating Institutions desire to develop, organize, and host joint academic offerings including, but not limited to, STEM curricula, STEM activities, and Summer Programs; and

WHEREAS, the Participating Institutions desire to jointly offer the above educational opportunities to eligible DTSD students subject to the provisions of this Agreement and the availability of funds of either party.

NOW THEREFORE, intending to be legally bound, and acknowledging good and valuable consideration, the parties agree to the following.

I. DUTIES AND RESPONSIBILITIES OF HU:

1. *Point of Contact.* HU's point of contact for resolving mutual decisions or reporting issues as outlined within this agreement is John W. Friend, Vice President for Admissions & Secondary Schools. His contact information is: jfriend@harrisburgu.edu 717-385-1473 Or the Director of Secondary Services and Partnerships, Alexander Gibson 717-901-5100 ext 1641 or AGibson1@HarrisburgU.edu
2. *Course Offerings.* HU shall coordinate the planning with DTSD for STEM courses from HU that support the mission of DTSD. Course offerings are subject to change based on curricular planning and implementation design which can occur in several formats. See **Attachment A** will be completed prior to the start of the 2023-2024 school year.
3. *Student Eligibility for Dual Enrollment/College in the High School (CiHS)* students will be accepted into the CiHS as defined by DTSD and HU. The following shall act as guidelines for this process;
 - a) *The student is a high school sophomore, junior, or senior;*
 - b) *The student maintains an overall minimum grade point average of 2.70 or higher; and*
 - c) *DTSD approves the student's participation in the program after evaluating his/her readiness for college-level course work and after student's having met any prerequisites determined by HU.*
4. *Application into CiHS Program.* HU will supply DTSD school counselors with the necessary information to have students register online. The high school counselors will coordinate with the HU Director of Secondary School Services. HU will determine the student's final approval of enrollment in the selected course(s).
5. *DTSD Student Access to HU.* HU will provide to DTSD students taking college courses with HU access to HU facilities and resources as outlined in HU's Undergraduate Catalog. DTSD students not taking college courses with HU shall have access to HU facilities and resources when agreed upon by the Participating Institutions.
6. *HU Orientation.* HU shall provide to DTSD in advance copies of any HU policies that apply to DTSD students, faculty, or staff while they are at HU's campus. HU will provide an orientation to help prepare DTSD students for academic and attendance expectations, class locations on campus, technology requirements, ID badge usage, and any other necessary information to help students be successful. (This only applies to Dual Enrollment students attending HU campus courses.)
7. *HU Facilities.* As determined by HU, dual enrolled students will have access to HU's facilities, library privileges, technology services, and student services to include academic advising as normally enrolled HU students. (This only applies to Dual Enrollment students attending HU campus courses.)
8. *HU Credit.* HU will award university credit to DTSD students upon successful completion of HU courses. What constitutes "successful completion" is within the sole discretion of HU for purposes of awarding credits. Coordination with DTSD will determine final customization of program.

9. *Professional Development for DTSD Staff.* DTSD staff may attend professional development opportunities offered by or at HU when appropriate. HU will timely provide information regarding these opportunities to DTSD's point of contact.

II. DUTIES AND RESPONSIBILITIES OF DTSD

1. *Point of Contact.* DTSD's point of contact for resolving mutual decisions or reporting issues as outlined within this agreement is Lindsey Schmidt High School Principal. Her contact information is: lschmidt@hershey.k12.pa.us or 717- 531-2244 Ext. 2214
2. *Promotion of HU.* DTSD will promote to students completing their High School Diploma to consider going on to earn an undergraduate degree at HU.
3. *Facilities and Support.* DTSD will provide a classroom and, depending on the program design, a vetted teacher from DTSD to deliver the HU curriculum.
4. *Professional Development.* For HU to determine appropriate professional development opportunities for DTSD staff, DTSD will notify HU of any new curriculum developments or areas of interest for professional development opportunities. DTSD will also provide HU the number of staff that will be attending any professional development opportunity 48 hours before the event.
5. *Adherence to HU Policies.* At times when DTSD students are at HU, they shall abide by applicable HU policies. The Participating Institutions will share the responsibility to inform students of their obligations under HU's policies when on campus. (This only applies to Dual Enrollment students attending HU campus courses.)
6. *Job or College Fairs.* DTSD agrees to invite HU Admission Counselors to all job or college fairs and other related events that allow HU to recruit students.

III. COLLABORATIVE RESPONSIBILITIES OF THE PARTICIPATING INSTITUTIONS

1. *Curriculum Design.* The Participating Institutions agree to coordinate curriculum design for the subject/course areas of interest to DTSD. The Participating Institutions shall inform one another regularly about the curricular program changes implemented at either institution in courses outlined.
2. *College Courses.* The Participating Institutions agree to implement the offerings of college courses to high school students. Courses will be delivered at the school campus (vetted teacher), online, hybrid format, and at HU depending on the decision of the Participating Institutions.

3. *Early College Program.* The Participating Institutions may implement an Early College Program for high school students who are on pace to graduate from high school early. The Early College Program offered to DTSD students is for a high school student who wishes to attend college on a full-time basis prior to receiving a high school diploma. The Early College Program shall be conducted under HU's Early College Program policy. Each student is evaluated to determine whether he/she will be successful starting college early.
4. *Summer Programs.* The Participating Institutions may offer Summer Programs for DTSD and will agree upon the Summer Programming choices and locations. The Participating Institutions shall agree upon the following before offering Summer Programs: the number and topics that may be offered to DTSD students, which will be contingent upon availability of HU faculty and staff; and the grade level of delivery for the Summer Programs. HU reserves the right to open the program to non-DTSD students if the number of DTSD students does not meet the minimum capacity of a Summer Program.
5. *Other STEM Activities.* Other STEM activities may be offered as agreed upon by the Participating Institutions. However, the Participating Institutions shall agree upon the following before implementing additional STEM activities: the nature or concept of the STEM activity; the responsible party for delivering the STEM activity; the method of delivery for the STEM activity; and the faculty, teachers, and/or students that will be utilized to deliver the STEM activity.
6. *Bi-Annual Meetings and Timely Updates.* The Participating Institutions agree to have bi-annual meetings between HU's Vice President of Admissions & Secondary Schools and the school counselors and selected administrative team members to discuss CiHS and other secondary school services.

IV. MISCELLANEOUS TERMS AND CONDITIONS

1. *Term.* This Agreement commences on **December 1, 2022** and will continue in effect for five years. However, the Agreement's terms for purposes of enforcement and general liability shall survive the termination date.
2. *Termination.* Each party may terminate this Agreement for any reason on prior written notice of at least 30 days before the end of the respective academic years. However, any current participants in the programs established by this Agreement shall be permitted to complete their classes and retain their existing status until the end of the academic year in which the termination of the Agreement occurs.
3. *Governing Law.* This Agreement shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. Venue for any action brought because of a violation of the terms of this Agreement shall be in Dauphin County, Pennsylvania.

4. *Legal Notice.* Copy of any legal notice must be provided to the offices noted below. Acceptable notice: personal delivery, first-class or certified mail with return receipt requested or overnight delivery. Not acceptable: facsimile or electronic message notice.

DTSD: Sheryl Pursel, Business Manager
Derry Township School District
P. O. Box 898
30 East Granada Avenue
Hershey, PA. 17033

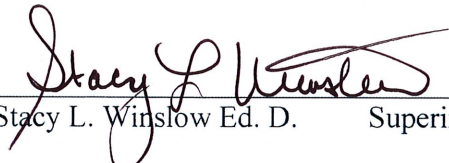
HU: Office of General Counsel
Harrisburg University of Science and Technology
326 Market Street
Harrisburg, PA 17101

5. *Non-Discrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, and other applicable non-discrimination laws.
6. *Trademarks and Publicity.* The parties may not refer to other parties in advertising or use any other party's logos, trademarks, or service marks without prior written consent of the other party. Each party acknowledges that the other party's logos, trademarks, and service marks are the sole property of that party.
7. *Modification.* This Agreement shall only be modified in writing with the same formality as this original Agreement.
8. *Independent Parties.* The relationship among the parties to this Agreement is that of independent contractors and shall not be construed to constitute a legal partnership, or any other relationship, other than that of independent contractors.
9. *Indemnification.* When awarded by a Court of competent jurisdiction, each party shall indemnify, defend, and hold harmless the other party, its board members, officers, employees, agents, and representatives, from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and reasonable attorney's fees, arising out of or caused by the negligence of or failure to perform this Agreement by the indemnifying party and/or its partners, principals, agents, employees, and/or subcontractors. However, the parties may amicably negotiate and settle any dispute outside of commencing a formal legal action.

10. *Implementation Memoranda.* HU and DTSD shall set forth implementing memoranda for specific programs that will be approved in writing by the designated points of contact for both institutions or for administrative issues (for example, application, admission, registration, payment, and transcription procedures). No implementing memorandum shall amend or contradict the provisions of this agreement. Nothing in the initial version of this agreement shall be interpreted as constraining the development of future programs not mentioned in this document.
11. *FERPA.* The parties agree to comply with all obligations under the Family Educational Rights and Privacy Act concerning the handling of educational records as such are defined by the statute.
12. *Entire Agreement.* This Agreement, including any implementation memoranda which are incorporated into this Agreement by reference, represents the entire understanding among the parties. No other prior or contemporaneous oral or written understandings or promises exist regarding this relationship.


The following individuals authorize this Agreement.

For:
Derry Township School District


Stacy L. Winslow Ed. D. Superintendent

11.21.22
Date

For:
Harrisburg University of Science and Technology


Eric D. Darr, Ph.D., President

11.7.2022
Date

EASTERN TIME

FIRE/SECURITY/SOUND & ASSOCIATED SYSTEMS INTEGRATORS
Est. 1982

Eastern Time, Inc.

PO Box 4425
746 Hanover Ave
Allentown, PA 18105
Tel. (610) 776-1222
Fax. (610) 776-1237

Contract Service Provided:

- ☐ Monitoring
- ☒ Inspection and Maintenance (Labor)
- ☐ Maintenance Only
- ☐ Inspection Only
- ☐ Smoke Detector Sensitivity Testing

Note: See attached rider for list of equipment that is covered by this agreement.

This Agreement is made this 1st day of July 2022, by and between Eastern Time, Inc. 'ETI' ("Company") and Derry Township School District-Hershey Middle School ("Subscriber")
Location of Subscriber's premises ("Premises") 500 Homestead Road Hershey, Pa 17033.
Subject to the terms and conditions of the contract shall perform according to the terms and conditions on the pages that are attached and incorporated herein by reference, and listed below:

Subscriber agrees to pay Company the sum of \$2,096.00 (Increased Years 2-5 at 1.75%) annually, plus tax, if applicable, prepaid ☐ Monthly, ☐ Quarterly, ☐ Semi-Annually, ☒ Annually.

Services shall commence on: 7/1/2022-6/30/2027
To be determined at the time of the formal acceptance of this agreement.

Current Service Rates: Hourly Service Rate \$130.00 (2 Hour Minimum) (Customer Loyalty Rates)

Including selected Options from the Special Provisions Page(s): ** ALL WORK TO BE DONE DURING NORMAL BUSINESS HOURS **

The Customer agrees to purchase, and ETI agrees to provide the services identified in this Agreement subject to ETI Management approval and continuance of credit approval by ETI. No waiver, change, or modification of any terms or conditions of the Agreement shall be binding on ETI unless made in writing and signed by an officer or authorized manager of ETI. The terms on the reverse side are part of this Agreement, and are hereby accepted by the undersigned.

Eastern Time, Inc.:

By:

Sales Representative

Approved:

Authorized Representative

Date:

Subscriber/Customer: Derry Twp. School District

By:

Print

Name: Lindsay Drew

Title: Board President

Customer Initials _____

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610-776-1222 717-697-7303 570-344-1701
www.eastern-time.com

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GENERAL PROVISIONS

All services under this Agreement will be performed during the normal working hours of ETI normal working days unless specifically outlined as a special provision to this Agreement.

The Customer will promptly notify ETI of any malfunction in the system(s) which comes to the Customer's attention.

It is agreed that, in providing the system or services included in this Agreement, ETI is not an insurer, and does not guarantee that no damage or injury to person or property will occur.

In the event that the system or any equipment or component thereof is altered, modified, changed, or moved, this Agreement may be immediately terminated at ETI option.

No representations of any kind have been made by ETI to the Customer except as set forth herein and this document contains the entire Agreement between the parties.

This Agreement is in full force for the agreed period effective on the date it is accepted. The Agreement is renewable according to the terms continued herein and is between ETI and the end user.

This agreement does not apply to major repairs to, or replacement of the equipment covered by this Agreement, if such major repairs are required because of vandalism, flooding, fire, lightning, power failure, installation of incompatible equipment, improper operating procedures, or by any other cause beyond the control of ETI.

This Agreement shall be governed and construed in accordance with the laws of the State of PA. Both parties also agree to submit to the exclusive venue and jurisdiction of the courts of the State of PA for any litigation pertaining to this Agreement.

CUSTOMER RESPONSIBILITIES

Customer agrees:

To provide free access to the equipment:


To provide necessary equipment to reach inaccessible equipment, high reach areas, and peripheral devices:

To supply suitable electrical service; and

That in the event of an emergency or system failure, reasonable safety precautions will be taken to protect life and property during the period of time from when ETI is first notified of the emergency or failure and until such time as ETI notifies the Customer that the system is operational or that the emergency has been cleared.

ETI SERVICE RESPONSIBILITIES

ETI will maintain the System in working order in accordance with good workman-like standards. ETI will provide a full test and inspection for price listed above, ETI will provide testing requirements to meet NFPA 72.

Customer Initials 

Page 2 of 7

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Page 2 of 7

SPECIAL PROVISIONS

1. All of the services described within this agreement will be performed by a trained Fire Alarm Technician.
2. Following each inspection, a detailed inspection report will be completed documenting all test results on a line item basis. Any equipment deficiencies will be clearly indicated as well as recommendations for any improvements.
3. All services described in this agreement will be performed in accordance with National Fire Protection Association "NFPA" and local/state Authority Having Jurisdiction "AHJ" requirements.
4. Inspection and Testing of the devices will be performed on a date mutually acceptable to both parties during the times of: Monday through Friday 8:00 AM to 4:30 PM.
5. This agreement assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection, repair proposals will be submitted for approval. Should these proposals be declined, those non-maintainable items will be eliminated from the program and the agreement amount adjusted accordingly.
6. Customer agrees to provide one person familiar with the systems, devices, and locations during testing. That person will assure access to all devices to be tested.
7. On-Site response to emergency service requests will be within eight (8) hours of receipt of call by ETI.
8. Smoke Detector Sensitivity testing and verification is not included in this proposal unless noted as a service to be performed.


Customer Initials

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NOTICE: Unless a Fire Alarm System to Code is selected to be installed, ETI makes no representation that the fire alarm detection equipment meets local code, fire department or any Authority Having Jurisdiction [AHJ] requirements, and it is not ETI's responsibility to apply for any permits or fees in connection with such equipment. The law requires and ETI recommends that Subscriber install a Fire Alarm System to code with plans and specifications by an architect or professional engineer, properly permitted, inspected and approved by AHJ. Subscriber represents that existing fire alarm system is approved by AHJ and that any repairs or replacement parts installed by ETI are not additional equipment which would require AHJ approval.

1. MONITORING CHARGES: ☐ Included ☒ Not Included

(a) Subscriber agrees to pay ETI the sum of \$ 00.00 per year, payable Starting on Date contract is signed in advance for the monitoring of the FIRE ALARM system for the term of this agreement commencing on the first day of the month next succeeding the date hereof, all payments being due on the first of the month.

2. SERVICE CHARGES: ☐ Not Included Section (a) only or ☒ Included Section (b) only

(a) Subscriber agrees to pay ETI on a per call basis. If this contract provides for service on a per call basis, Subscriber agrees to pay Contractor for all parts and labor at time of service.

(b) Subscriber agrees to pay the sum of \$ 2,096.00, per year, payable in advance for the term of this agreement for labor and material to service the fire alarm system for damage caused by ordinary wear and tear commencing the first day of the month next succeeding the date hereof, all payments being due on the first of the month. Batteries, electrical surges, lightning damage, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense.

3. INSPECTIONS: ☒ Included ☐ Not Included Inspections: ☐ (4) Quarterly ☒ (2) Semi-Annual ☐ (1) Annually

Subscriber agrees to pay ETI \$2,096.00 per year, payable, annually, for inspection service. If this option is selected ETI will make inspections as indicated above on systems listed on attached rider. Inspection service includes testing of all components to insure proper working order. ETI will notify subscriber (3) days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Testing at inspection insures only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection.

4. UL CERTIFICATE: ☐ Included ☒ Not Included

Subscriber agrees to pay ETI \$ 00.00 per year, payable, in advance, for an Underwriters Laboratories Inc. (UL) Central Station - Fire Alarm Certificate service. If this option is selected ETI will issue a UL Certificate for the fire alarm system. Subscriber acknowledges that UL is a separate AHJ that may want to inspect the fire alarm system. UL or the Local AHJ can require changes to the fire alarm system to keep the Certificate in force. Subscriber agrees to pay ETI for any inspections or required changes at our then prevailing rates.

5. RUNNER SERVICE: ☐ Included ☒ Not Included

Subscriber agrees to pay ETI \$ 00.00 per year, payable, in advance, for UL Runner Response Service for up to (6) Runs per year. If this option is selected ETI's Runner upon notification from Monitoring Company of any alarm, supervisory or trouble signals, to the best of our ability will respond to subscriber's location within 1 hour for alarm and supervisory signals and 4 hours for trouble signals. Subscriber agrees to issues ETI (2) sets of all keys necessary for ETI to enter into all locked areas of subscriber's location. Subscriber agrees to pay ETI for any additional Runs at our then prevailing labor rate. Subscriber acknowledges that Runner Service is for response only and does not cover any work or repairs once we are on site.

6. TERM OF AGREEMENT: RENEWALS: The term of this agreement shall be for a period of 5 years. This agreement shall renew July 1, 2027 thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. Termination shall comply with local law.

7. INCREASES OF MONTHLY CHARGE: After the expiration of one year from the date hereof ETI shall be permitted from time to time to increase the monthly charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced.

8. MONITORING SERVICES PROVIDED: Upon receipt of a signal from Subscriber's fire alarm system, ETI or its designee communication center, hereinafter referred to as the Monitoring Company, shall make every reasonable effort to notify Subscriber and the appropriate municipal fire department and comply with NFPA or AHJ dispatch procedures. Monitoring Company may use its discretion not to notify the fire department or subscriber of fire alarm signals that it believes to be a false alarm and that no fire condition is believed to exist at the premises. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to fire departments are not monitored by personnel of ETI or its designee communication center and ETI does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of ETI and are not maintained by ETI and, therefore, ETI shall not be responsible for any failure which prevents transmission signals or data from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish ETI with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of fire alarm signals. All changes and revisions shall be supplied to ETI in writing. Subscriber authorizes ETI to access the control panel to input or delete data and programming. If Subscriber requests ETI to remotely activate or deactivate the system, change combinations, or reprogram system functions, Subscriber shall pay ETI \$90.00 for each such service. ETI may, without prior notice, suspend or terminate its services, in monitoring center's sole discretion, in event of Subscriber's default in performance of this agreement or in event monitoring center's facility or communication network is nonoperational or subscriber's alarm system is sending excessive false alarms. MONITORING COMPANY, is authorized to record and maintain all data and alarm communications, and shall be the exclusive owner of such property.

Customer Initials

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9. **EQUIPMENT LIMITED WARRANTY:** In the event that any part of the equipment becomes defective, ETI agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. ETI reserves the option to either replace or repair the equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. ETI's warranty does not include electric, plumbing, construction, damage by lightning, electrical surge, or wire. ETI is not the manufacturer of the equipment and other than ETI's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, ETI makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. ETI does not represent nor warrant that the equipment may not be compromised or circumvented, or that the system will prevent any loss by fire, smoke or water or otherwise; or that the system will in all cases provide the protection for which it is installed. ETI expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than ETI. ETI shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by ETI shall not be deemed to create an express warranty unless included in this contract in writing; that Subscriber is not relying on ETI's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that ETI has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for ETI's breach of this contract or negligence to any degree under this contract is to require ETI to repair or replace, at ETI's option, any equipment which is non-operational. Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state. Fire Alarms are required to be approved by AHJ and may require plans and specifications designed, signed and submitted by a licensed architect or professional engineer, which must be engaged by Subscriber. If ETI is installing a Fire Alarm System to code installation must be approved by the AHJ.

10. **DELAY IN INSTALLATION:** ETI shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including ETI's negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.


11. **TESTING OF SYSTEM:** The parties hereto agree that the equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the equipment and to notify ETI if any equipment is in need of repair. ETI shall not be required to service the equipment unless it has received notice from Subscriber, and upon such notice, ETI shall, during the warranty period or if service has been contracted under this agreement, service the equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 5 p.m. Subscriber agrees to test and inspect the equipment and to advise ETI of any defect, error or omission in the equipment. In the event Subscriber complies with the terms of this agreement and ETI fails to repair the equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the equipment is in need of repair to ETI, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the equipment is in issue, the Subscriber shall be precluded from raising the issue that the equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by ETI, evidencing that service was requested by Subscriber.

12. **ALTERATION OF PREMISES FOR INSTALLATION:** ETI is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in ETI's sole discretion for the installation and service of the equipment, and ETI shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the equipment, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the equipment under the terms of this agreement.

13. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups, RJ31x Block or equivalent, internet connection, high speed broadband cable or DSL and IP Address, as deemed necessary by ETI.

14. **SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS/PERMIT FEES:** Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse ETI for any fines relating to permits or false alarms. ETI shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire response by the fire department this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should ETI be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay ETI for such service or material.

15. **INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS:** Subscriber agrees to and shall indemnify and hold harmless ETI, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses asserted against and alleged to be caused by ETI's performance, negligent performance, or failure to perform any obligation. Parties agree that there are no third party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against ETI or ETI's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of ETI. ETI shall have the right to assign this contract and shall be relieved of any obligations created herein upon such assignment.

Customer Initials 

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16. **EXCULPATORY CLAUSE:** ETI and Subscriber agree that the equipment, once installed, becomes the personal property of the Subscriber; that the equipment is not permanently attached to the realty and shall not be deemed fixtures. Subscriber agrees that ETI is not an insurer and no insurance coverage is offered herein. The equipment is designed to reduce certain risks of loss, though ETI does not guarantee that no loss will occur. ETI is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury or property damage sustained by Subscriber as a result of fire, smoke or water, equipment failure, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by ETI'S negligent performance, failure to perform any obligation or strict products liability. Subscriber releases ETI from any claims for contribution, indemnity or subrogation.

17. **INSURANCE:** The Subscriber shall maintain a policy of public liability, property damage, fire insurance under which ETI and the Subscriber are named as insured, and under which the insurer agrees to indemnify and hold ETI harmless from and against all costs, expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by ETI's negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage in an amount necessary to indemnify Subscriber for property on its premises. ETI shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured.

18. **LIMITATION OF LIABILITY:** Subscriber agrees that should there arise any liability on the part of ETI as a result of ETI'S negligent performance to any degree, failure to perform any of ETI'S obligations, equipment failure or strict products liability, that ETI'S liability shall be limited to the sum of \$250.00 or 5% of the sales price, whichever is greater. If Subscriber wishes to increase ETI'S maximum amount of ETI'S limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with ETI'S increased liability. This shall not be construed as insurance coverage.


19. **LEGAL ACTION:** In the event ETI refers this contract to an attorney, to recover any amounts owed by Subscriber to ETI hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include interest at the rate of 1 1/2% per month from the date payment is due, and Subscriber shall pay ETI's legal fees. The parties waive trial by jury in any action between them. In any action commenced by ETI against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Any action by Subscriber against ETI must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against ETI must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against ETI in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. Any action or dispute between the parties, including issues of arbitrability, shall, at the option of either party, be determined by arbitration administered by the Arbitration Services Inc., under its Commercial Arbitration Rules www.arbitr8ors.com. The commencement of any action, proceeding or arbitration and service of legal process or papers in any action, proceeding or arbitration between the parties may be served by prepaid First-Class Mail delivered by the U.S. Post Office or overnight by Federal Express or UPS to the party's address in this agreement or other address provided by a party in writing to other party. Subscriber submits to the jurisdiction of Pennsylvania and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of Pennsylvania and in the County where ETI's principal place of business is located. In addition to the balance due for the purchase and installation of the equipment and

any extras, the parties agree that due to the nature of the services to be provided by ETI, the payments to be made by subscriber for the term of this agreement are an integral part of ETI's anticipated profits and in the event of subscriber's breach of this agreement it would be difficult if not impossible to reasonably estimate ETI's actual damages. Therefore, in the event of subscriber's default of this agreement subscriber shall pay to ETI 80% of the balance due for the term of this agreement as liquidated damages. ETI may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement and shall be permitted to terminate all its services under this agreement without relieving Subscriber of any obligation herein.

20. **ETI'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that ETI is authorized and permitted to subcontract any services to be provided by ETI to third parties who may be independent of ETI, and that ETI shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties and that Subscriber appoints ETI to act as Subscriber's agent with respect to such third parties, except that ETI shall not obligate Subscriber to make any payments to such third parties. ETI shall be permitted to assign this contract and upon such assignment shall have no further obligation hereunder. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to ETI's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of ETI.

21. **NON-SOLICITATION.** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity; any employee of ETI assigned by ETI to perform any service for or on behalf of Subscriber for a period of two years after ETI has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, ETI shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with ETI, times twelve, together with ETI's counsel and expert witness fees.

22. **SECURITY INTEREST/COLLATERAL:** In order to secure all indebtedness or liability of Subscriber to ETI, Subscriber hereby grants and conveys to ETI a security interest in, and mortgages to ETI all of Subscriber's equipment, inventory and proceeds thereof, accounts receivables and cash on hand. Subscriber agrees to allow ETI to execute in Subscriber's name a UCC-1 statement.

Customer Initials 

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23. FULL AGREEMENT/SEVERABILITY/ CONFLICTING DOCUMENTS. This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties, except ETI will comply with requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Should there arise any conflict between this agreement and Subscriber's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

Note: See attached rider for list of equipment that is covered by this agreement.

Customer Initials 

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EASTERN TIME

FIRE/SECURITY/SOUND & ASSOCIATED SYSTEMS INTEGRATORS
Est. 1982

Contract Rider

Set forth below is the work to be performed by Eastern Time Inc. in accordance with the agreement made and attached to all of the terms and conditions of the contract dated as 1st day of July 2022 by and between **Eastern Time Inc. 746 Hanover Avenue PO Box 4425 Allentown, PA 18105** as ("Company"), and Derry Township Middle School-Hershey Middle School as Customer, for Fire Alarm System Inspection and Maintenance (Labor) service in the premises located at: 500 Homestead Road Hershey, Pa 17033.

Eastern Time will provide scheduled inspection, testing and maintenance of your Fire Alarm System, including all the equipment listed below, per the National Fire Alarm code (NFPA 72). This inspection shall include the following items:

- Two functional tests of all Fire Alarm control equipment per NFPA requirements including load testing of batteries, Annunciator testing, etc. (50% each inspection)
- One Visual Inspection per NFPA 72 of all accessible control equipment and peripheral devices (i.e. pull stations, smoke detectors, heat detectors, duct smoke detectors, water flow devices and valve tamper devices).
- One functional test of all accessible peripheral devices (i.e. pull stations, smoke detectors, heat detectors, duct smoke detectors, water flow devices and valve tamper devices).
 - Note: Water flow devices and valve tamper devices are manually activated only to verify proper signal transmission and proper signal processing by the control equipment. This does not satisfy the separate requirements for actual Sprinkler System testing and inspection.
- Functional Test of 100% of all Audible and Visual Devices (i.e speakers, strobes, and speaker strobes) associated with and connected to the fire alarm system (fas)
- Load testing of all power supplies and batteries per NFPA 72 requirements.
- Testing of all signals transmitted off site to Central Station Facilities, if applicable.
- Monday-Friday 8am-4:30pm Labor and Trip Charges included for Service Calls.
- **Customer Loyalty Program: 15% off parts needed for repairs, 15% off labor not included in this contract and 1.75% increase each year versus 3.5%**

Fire Alarm System Equipment- Edwards

QTY	MODEL	DESCRIPTION
1	EST-2	Main Fire Alarm Control Panel (Electrical Room in Basement)
2	12V12aH	Main FACP Batteries
1	SK5104B	Fire Alarm System Communicator
1	ANNC	Remote Annunciator (Front Lobby)
36	SIGA-278	Manual Pull Station
23	SMHEA	Smoke Heat Combination Detectors
18	SIGA-SD	SuperDuct Detector
18	AHU	SuperDuct Air Handling Unit Shutdown
18	RTS	SuperDuct Remote Test Station
8	HEAT	Heat Detector
34	A/V	Total of Audio Visual Notification Devices
3	BPS10A	Remote Booster Power Supply

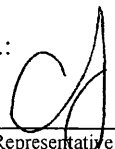
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6 12V7aH BPS Batteries
3 1504-AQN5 Door Holder
2 FLOW/TAMP Water Flow and Valve Tamper Monitoring Module

The total annual cost for **Fire Alarm System Inspection and Maintenance** services outlined above is \$2,096.00 plus tax if applicable (Increased Years 2-5 at 1.75%)

Eastern Time, Inc.:

By:


Sales Representative

CHAD SPORTELLI

Approved:

Authorized Representative

Date:

5/24/2022

Subscriber/Customer: ~~Derry Twp.~~ School District

By:


Print

Name:

Lindsay Drew

Title:

Board President

CONFIDENTIALITY NOTICE: The information in this document and in any attachment may contain information which is legally privileged. It is intended only for the attention and use of the named recipient. If you are not the intended recipient, you are not authorized to retain, disclose, copy or distribute the message and/or any of its attachments.

Allentown Harrisburg Scranton
610-776-1222 717-697-7303 570-344-1701
www.eastern-time.com

Integrating Today's Technologies
for a Secure Tomorrow



Derry Township School District

Granada Gym
30 E Granada Ave
Hershey, PA 17033

COMMERCIAL SERVICES MAINTENANCE PROGRAM

Prepared By:
Kurt Meckley



HOW TO REACH US

Lancaster: 717.207.9813 • Harrisburg: 717.255.0847 • York: 717.850.7902

Exton: 610.235.0637 • Quakertown: 215.488.7807

Fax: 717.625.1600 • Email: hcs@hallerent.com • Web: www.hallerent.com

WHY CHOOSE HALLER ENTERPRISES



Years of Experience

We have over 35 years of experience in the heating and cooling business, and in particular we know the climate, codes, and construction of this area. Hundreds of installs a year are performed by our skilled team, and we specialize in this type of application.

Saving You Money

There are many ways we help save you money. Through our Predictive Maintenance Program we help reduce the

likelihood of major breakdowns and the associated costs. Our well trained technicians reduce the number of trouble calls by fixing issues quickly and efficiently. With your system in peak condition you'll experience reduced utility costs. **Plus, you get a 15% discount on each service task!**

Job Profiles

We will provide you with the status of your equipment, the age, when available the make, model and serial numbers, as well as a drawing of your building with equipment locations.

100% Satisfaction Guarantee

We guarantee that all our work will meet or exceed existing codes, and that we only use time tested and field tested supplies. We also have prompt service 7 days a week, 24 hours a day.

Mission

We firmly believe our mission is the foundation of everything we do. Our mission is to enrich the lives of Haller Enterprises' employees, customers, and the communities we serve by delivering unparalleled commercial and residential service and solutions.

Vision

We also look to the future in our vision. Our vision is to be trusted by every homeowner and business as the best solution and value for mechanical and electrical services by redefining the contractor-customer relationship.

HVAC EQUIPMENT

SERVICE LIFE

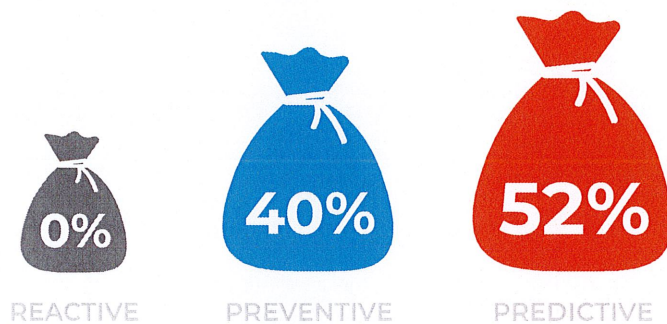
EQUIPMENT ITEM	MEDIAN YRS	EQUIPMENT ITEM	MEDIAN YRS
AIR CONDITIONERS:		AIR TERMINALS:	
Single or Split System	15	Induction Fan Coil Units	27
Through-the-wall	15	VAV Boxes	20
Water Cooled Package Units	15		
Computer Room Ductless	15	BUILDING VENTILATION FANS:	
Cooling Towers	20	Centrifugal	25
		Axial	20
HEAT PUMPS:		Propeller	15
Air to Air	15	Ventilation	20
Water to Air	19		
		COILS:	
COMMERCIAL PKG. UNITS:		D-X, Water, Steam	20
AC Only	15	Electric	15
AC & Heat	15		
		HEAT EXCHANGERS:	
BOILERS:		Gas and Oil	24
Steel Water-tube	25		
Cast Iron	30	PUMPS:	
Electric	15	Circulation	20
WATER HEATERS:		CONTROLS:	
Tankless	12	Pneumatic-Compresses Air Saver	20
Conventional	15	Electric-24 Volts	16
Expansion Tanks	10	Electronic (Direct Digital Control)	15
FURNACES:		CONDENSERS:	
Natural Gas	18	Air Cooled	20
LP Gas	18	Evaporative	20
Oil Fired	18		
		PACKAGED CHILLERS:	
UNIT HEATERS:		Reciprocating	20
Gas or Electric	13	Absorption	23
Hot Water	20		
		ENERGY RECOVERY:	
HUMIDIFICATION:		ERV	15
Humidifiers	12		
		MAKE UP AIR UNITS:	
DEHUMIDIFICATION:		Indoor	15
Dehumidifier	8	Roof Top	15

THE VALUE OF PREDICTIVE MAINTENANCE

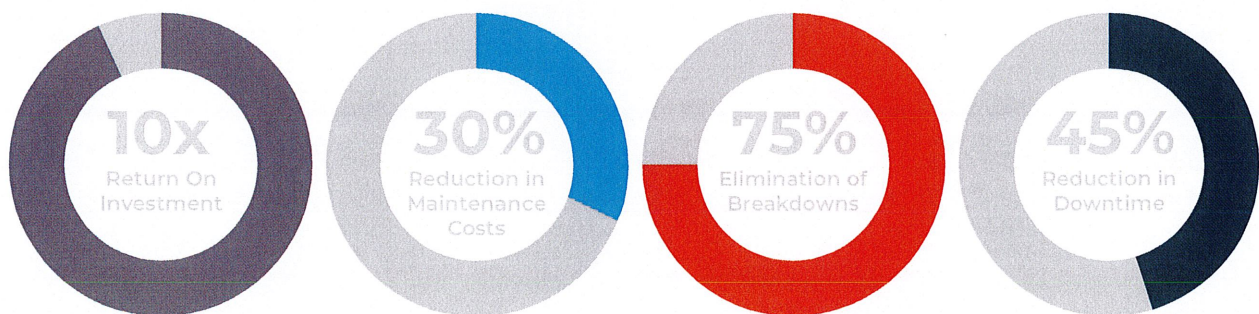
Haller promotes and practices a Predictive style of HVAC Maintenance. HVAC equipment manufacturing giant, Carrier, lists the benefits of a Predictive Maintenance (PdM) on their website as:

- Finding, identifying and correcting minor problems inexpensively before they lead to more complex and expensive repairs.
- Avoiding needless downtime and inconvenience or discomfort to occupants.
- Ensuring continued production when equipment is used in process applications.
- Controlling energy costs.
- Prolonging equipment life, deferring replacement expenses.

The US Department of Energy in their “O&M Practices Guide, Release 3.0” compares and contrasts Reactive, Preventive, and Predictive Maintenance approaches. They provided the following data regarding adopting a PdM approach:



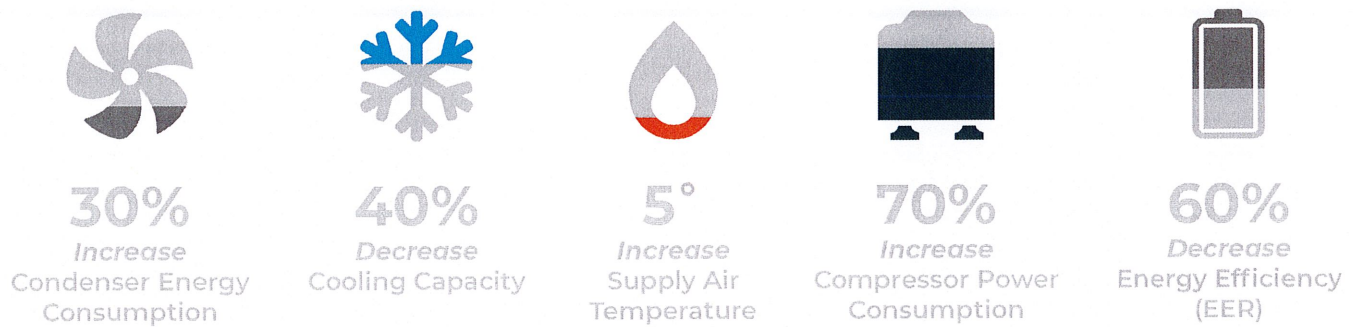
Percent of *Savings* Over a Reactive Approach



Average Industrial *Savings* of a PdM Program

At Haller, we feel strongly that a PdM approach paired with a regular and thorough coil cleaning program benefits all types of commercial properties. A study by the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE), proves that regular coil cleanings (inside and outside) will improve energy efficiency by 10%-15%.

Additionally, a study reported by Southern California Edison (SCE) shows the effects of dirty condenser coils:



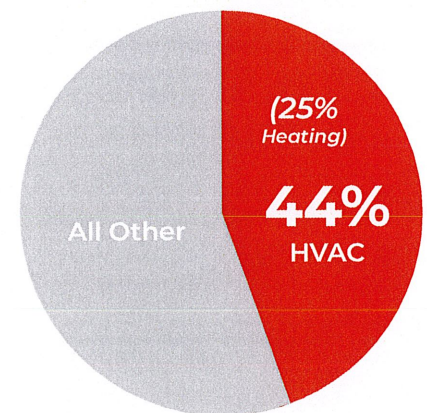
The National Institute of Building Sciences tells us that indoor air quality can be affected by dirty coils and blower parts within your air conditioning unit, causing health-related concerns such as asthma attacks; eye, nose, and throat irritation; and flu-like illnesses. This affect on indoor air quality can be caused by pollen, fungi, and bacteria buildup that you could be breathing in daily. By investing in a Haller PdM program you receive regular cleaning of components in the HVAC unit's air stream, flushing of the condensate pans and drain lines, which significantly reduces contamination and makes for a healthier commercial facility and a happier work environment.

Research and our experience has shown:

- Without regular maintenance, equipment wastes energy dollars and fails more frequently.
- Failures stress other critical parts, eventually causing major repairs and/or expensive premature equipment replacements.
- 9 out of 10 commercial buildings fail to meet fundamental conditions for acceptable comfort and energy efficiency. - Air Advice Commercial Building Performance Report

Jones Lang LaSalle's study "Determining the Economic Value of PM" concluded that companies that invest in a PM program will receive a ROI of 545% over a 25 year period with the bulk of the return coming from increased useful life of equipment with energy savings accounting for approximately 7% of the return.

The 2012 U.S. EIA Commercial Buildings Energy Consumption Survey (CBECS) shows the adjacent results of energy consumption in all U.S. commercial buildings, with heating costs accounting for the largest percentage and ventilation and air conditioning costs the next largest (total HVAC). At Haller, we know our approach to PdM will help you and your organization maximize these benefits and reduce costs. ***You'll feel the difference.***



**Overall Energy Usage
in Commercial Buildings**

TASKS PERFORMED



Predictive Maintenance

Predictive Maintenance is performed to detect early signs of deteriorating equipment and to predict potential system failures. These services diagnose and solve equipment component problems often before they occur. Predictive maintenance is performed on an ongoing basis and is scheduled with little or no equipment downtime with its primary objective being system durability, reliability, efficiency, and safety.

Haller Enterprises adheres to the National Standard Practice For The Inspection & Maintenance Of Commercial HVAC Systems (ANSI/ASHRE/ACCA Standard 180).

A detailed checklist of tasks performed as well as service history will be provided on each piece of equipment to ensure consistent, quality service. As customized for your system, the following tasks are performed for these services as applicable:

Calibration

- temperature controls
- operating & safety controls
- humidity & pressure controls
- transmitter and receiver gauges
- economizer controls

Adjustment

- purge systems
- superheat
- damper & valve linkages
- unloaders
- belt tension
- fan speed
- chemical feed equipment
- gas pressure regulators
- combustion air ratios
- set points
- igniter & flame rod assembly
- sump floats

Vibration

- damper linkages
- fan bearings
- axial vane drives
- pumps
- motors

Secure and Tighten

- motor terminals
- control terminals
- piping clamps
- line fittings
- mounting hardware
- electrical connections
- equipment panels
- motor mounts
- vibration pad nuts & bolts
- damper sections

Alignment

- open drive couplings
- belt sheaves
- pulleys
- coil fins
- belt drives

Cleaning

- control devices
- electrical contactor
- coils
- fan blades & impellers
- pilot & burner orifices
- heat exchangers
- igniters

EQUIPMENT

DETAILS

BRAND TYPE SERVICE TIME	MODEL SIZE COMMENTS	SERIAL LOCATION
Trane Package Roof Top Unit Fall & Spring PdM	YCD150D3H0AA 12.5 ton RTU 01	Z46100882D Main Gym
Trane Package Roof Top Unit Fall & Spring PdM	YCD150D3H0AA 12.5 ton RTU 02	Z46100952D Basement Training
Trane Package Roof Top Unit Fall & Spring PdM	YCD150D3H0AA 12.5 ton RTU 03	Z46100929D Lobby
Trane Package Roof Top Unit Fall & Spring PdM	YCH150D3H0AA 12.5 ton RTU 04	Z46100923D Main Gym
Trane Package Roof Top Unit Fall & Spring PdM	YSC092A3EHA08A000000000300D 8 ton RTU 05	Z46100718L Boot Camp
Trane Package Roof Top Unit Fall & Spring PdM	YCH150D3H0AA 12.5 ton RTU 06	Z46100950D Main Gym
Trane Package Roof Top Unit Fall & Spring PdM	YSC092A3EHA09A000000000300C 8 ton RTU 07	Z46100713L Ground- Daycare
Trane Make Up Air Unit Spring PdM	GFDA25PDJ MAU01	F09H02082 Roof
Raypak Gas Boiler Fall PdM	WH9-1802 GB01	
AO Smith Water Heater Fall PdM	ELJF6917 WH01	Ladies Room
AO Smith Water Heater Fall PdM	ELJF6917 WH02	Mens Room
Trane PTAC unit Fall & Spring PdM	PTEC1201JCA PTAC01	Massage Room
Loren Cook Exhaust Fan Fall PdM	4 total Exhaust Fans	



COMMERCIAL SERVICES PREDICTIVE MAINTENANCE

To: Derry Township School District- Granada Gym Quarterly Visits

Attn: Mark Anderson

It has been our experience that properly maintained HVAC equipment will operate more efficiently, and will have fewer service related problems. This contract includes the replacement of air filters and v-belts, as well as any lubrication that may be needed. All other repairs, including labor and any necessary parts will be invoiced separately from this agreement after receiving approval by the customer.

Haller Enterprises hereby agrees to provide services for the attached list of equipment.

In future years, the Predictive Maintenance Program may vary slightly due to economic and equipment factors. At Haller Enterprises we strive to keep these increases as low as possible. This agreement shall remain in effect from year to year thereafter unless either the customer or Haller Enterprises gives thirty days written notice prior to the end of the written agreement.

YOUR PREDICTIVE MAINTENANCE SERVICE PROGRAM

Interim Filter Change

Spring/Summer Predictive Maintenance with Coil Cleaning

Interim Filter Change

Fall/Winter Predictive Maintenance

Customer agrees to allow Haller Enterprises to perform ~~simple~~ repairs during Maintenance visit at an amount Not To Exceed (NTE): \$ 500.00 Initials MS

Total Price: \$ 9,522.00

*Price does not include applicable PA Sales Tax.

Please indicate your billing schedule preference:

☒ Pay In Full
\$ 9,522.00

☐ Biannually
\$ 4,761.00

☐ Quarterly
\$ 2,380.50

☐ EZPay (Monthly)
\$ 833.18

All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: 0 Kurt Meckley

This contract may be withdrawn by Haller Enterprises if not accepted within 30 days of 10/17/2022

Acceptance of Predictive Maintenance Agreement. The above prices, specifications, and conditions are Satisfactory and are hereby accepted. You are authorized to perform the maintenance as specified. Payment will be made as outlined above.

Signature: [Signature] Acceptance Date: 11/21/22

888.625.1500 | hcs@hallerent.com | Hallerent.com



September 14, 2022

Lisa Sviben-Miller,
Director of Safe Schools
Derry Township School District
P.O. Box 898
Hershey, PA 17033

Dear Mrs. Sviben-Miller:

Thank you for the opportunity to work collaboratively providing Elementary Student Assistance Program (ESAP) services at Derry Township School District. This agreement is specifically for those services that will be provided at Hershey Elementary School for the 2022-2023 school year. We look forward to working with you and the school for the early identification and intervention for students with social, emotional, behavioral, and academic concerns.

The purpose of the Student Assistance Program (SAP) is to alleviate a student's barriers to learning. SAP will be available to help students succeed in the school setting and to complete their education under the best possible circumstances. SAP is identified as an intervention program, not a treatment program. The purpose of the program is to identify high-risk students who are experiencing difficulties in school due to social, emotional, or mental health issues. SAP assists students in obtaining the necessary assistance or intervention as quickly as possible. Parental involvement is important to the SAP process. SAP Consultants will attempt to involve parents in all aspects of the assessment and referral process. SAP is also a voluntary process for students and their families.

The Mental Health Consultants in SAP follow all state and federal confidentiality laws. They will work closely with families and the school's SAP team to obtain required consents for the services they offer and to share information with parents and schools based on federal and state guidelines.

In the past 18 months during the COVID-19 pandemic, SAP services were continuously offered to students throughout Dauphin County. Our Mental Health Consultants adapted quickly to remote learning environments by our ability to attend SAP team meetings virtually through

various types of video conferencing, offering virtual informal assessments, obtaining required documentation through DocuSign, and ability to provide resources electronically to both students and their caregivers. As a result, there has been no interruptions or delays in the mental health services we have been able to provide. Moving forward into this school year, we will continue to offer timely and high quality services to our schools both virtually and in person.

SAP services will be provided to children referred to Keystone Human Services through the SAP team meetings. Services will be provided at a 15-minute billable unit and will be invoiced at \$27 per unit.

The SAP services will include:

- Arranging referrals and coordination services;
- Conducting individual assessments to determine the need for mental health services;
- Providing consultation services to school personnel on mental health related issues;
- Providing postvention services.

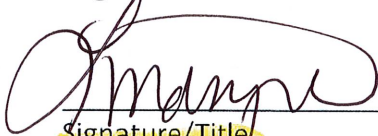
We appreciate the opportunity to work with you and your staff to provide SAP services to your school.

Sincerely,



Laura Tieman
Vice President of Business Development
Keystone Service Systems, Inc.

I agree with the above terms for the 2022-2023 school year.



Board President

Signature/Title

November 21, 2022

Date



3700 Vartan Way Harrisburg Pa 17110

**2022-2023 Letter of Agreement Student Assistance Program Services (SAP) between
Keystone Service Systems, Inc. and Hershey Elementary School**

Mental Health Consultant Responsibilities:

1. The Mental Health Consultant will attend at least two ESAP team meetings per month, depending on the needs of the school.
2. The Mental Health Consultant will conduct informal mental health assessments when the need is identified by the ESAP team. When deemed necessary by the Consultant and the school, he/she will conduct up to 3 supportive counseling sessions for the student assessed.
3. The Mental Health Consultant will guide the ESAP team through the process of contacting Crisis Intervention following an informal assessment, if necessary, and **act only as a support system for the involved student and the school.**
4. The Mental Health Consultant will contact parents regarding any recommendations and offer referral links with mental health providers and other community services.
5. The Mental Health Consultant will be available for consultation with teachers and classroom observations of students referred to the ESAP team.
6. The Mental Health Consultant will be available to co-facilitate mental health related support groups as time/schedule permits or at the Supervisor's discretion. Keystone's ESAP group guidelines will be reviewed prior to group development and implementation.
7. The Mental Health Consultant and/or other ESAP trained staff will assist with postvention needs when requested.
8. The Mental Health Consultant will participate in team maintenance sessions.
9. The Mental Health Consultant, or other agency ESAP trained staff, will provide in-service training as time/schedule permits.

10. The Mental Health Consultant will be available for phone consultation as needed. If he/she is unavailable and immediate assistance is needed, the caller should request to speak with Sandy Gates, SAP Supervisor.
11. The Mental Health Consultant should not be requested to conduct threat assessments following a students' violation of a school policy. We recommend in these situations you use a licensed mental health professional.

School SAP Responsibilities:

1. A member of the ESAP team will notify the Mental Health Consultant of the meeting day, time, and location of all ESAP related meetings pertaining to any student assessed by the Mental Health Consultant. The sooner this is done, the more likely it is that the Mental Health Consultant will be able to attend. The Mental Health Consultant should also be informed of meeting cancellations.
2. We ask that each school ESAP team provides the Mental Health Consultant a copy of the following: Crisis, Drug/Alcohol, Postvention, Possession of Weapons, Terroristic Threats/Acts, Bullying/harassment policies. If needed, the Mental Health Consultant can be used to help develop these policies.
3. The school will provide a co-facilitator who will make necessary arrangements for students to attend mental health related support groups. The co-facilitator from both the school and the agency will meet in advance to plan the group. Topics to be discussed in group must be related to mental health issues, e.g., grief/loss, anger management, social skills. Most, but not all, participants should have been referred to and processed through the ESAP team.

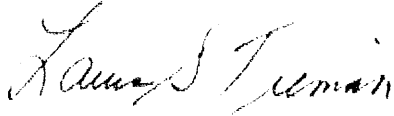
PRIOR TO AN INFORMAL ASSESSMENT BEING CONDUCTED, THE FOLLOWING NEEDS TO TAKE PLACE

- Written parental permission for an informal mental health assessment must be received and a copy provided to the Mental Health Consultant.
- The student must be identified by **the team** as being "at-risk."
- Behavior checklists must be available for review by the Mental Health Consultant prior to the informal assessment.
- Prior to the informal mental health assessment, the student should be informed about the Mental Health Consultant, his/her role in SAP at the school, and the purpose of the assessment.
- Arrangements must be made for a confidential meeting place where there are no possibilities that confidentiality may be breached.
- An ESAP member should meet the Mental Health Consultant upon arrival at the school or notify the school office about the purpose of the Consultant's visit.
- Following an informal assessment, an ESAP member should be available to speak with the Mental Health Consultant regarding recommendations.

Signatures reflect our joint agreement:

Keystone Service Systems:

School:



Laura Tieman

Vice President of Business Development
Title

9-14-22
Date



Name/Signature

Board President
Title

November 21, 2022
Date

SAP After-Hours Crisis Contact

In the event the SAP needs to get in contact with their Mental Health consultant for the purpose of postvention planning and services and the Consultant cannot be reached during Keystone's regular business hours, please contact: **SAP Supervisor, Sandy Gates at 717-678-2971.**



3700 Vartan Way Harrisburg Pa 17110

**2022-2023 Letter of Agreement Student Assistance Program Services (SAP) between
Keystone Service Systems, Inc. and Hershey Middle School**

Mental Health Consultant Responsibilities:

1. The Mental Health Consultant will attend at least one SAP team meeting per month, depending on the needs of the school.
2. The Mental Health Consultant will conduct informal mental health assessments when the need is identified by the SAP team. When deemed necessary by the Consultant and the school, he/she will conduct up to 3 supportive counseling sessions for the student assessed.
3. The Mental Health Consultant will guide the SAP team through the process of contacting Crisis Intervention following an informal assessment, if necessary, and **act only as a support system for the involved student and the school.**
4. The Mental Health Consultant will contact parents regarding any recommendations and offer referral links with mental health providers and other community services.
5. The Mental Health Consultant will be available for consultation with teachers and classroom observations of students referred to the SAP team.
6. The Mental Health Consultant will be available to co-facilitate mental health related support groups as time/schedule permits or at the Supervisor's discretion. Keystone's SAP group guidelines will be reviewed prior to group development and implementation.
7. The Mental Health Consultant and/or other SAP trained staff will assist with Postvention needs when requested.
8. The Mental Health Consultant will participate in team maintenance sessions.
9. The Mental Health Consultant, or other agency SAP trained staff, will provide in-service training as time/schedule permits.

10. The Mental Health Consultant will be available for phone consultation as needed. If he/she is unavailable and immediate assistance is needed, the caller should request to speak with Sandy Gates, SAP Supervisor.
11. The Mental Health Consultant should not be requested to conduct threat assessments following a students' violation of a school policy. We recommend in these situations you use a licensed mental health professional.

School SAP Responsibilities:

1. A member of the SAP will notify the Mental Health Consultant of the meeting day, time, and location of all SAP related meetings pertaining to any student assessed by the Mental Health Consultant. The sooner this is done, the more likely it is that the Mental Health Consultant will be able to attend. The Mental Health Consultant should also be informed of meeting cancellations.
2. We ask that each school SAP team provides the Mental Health Consultant a copy of the following: Crisis, Drug/Alcohol, Postvention, Possession of Weapons, Terroristic Threats/Acts, Bullying/harassment policies. If needed, the Mental Health Consultant can be used to help develop these policies.
3. The school will provide a co-facilitator who will make necessary arrangements for students to attend mental health related support groups. The co-facilitator from both the school and the agency will meet in advance to plan the group. Topics to be discussed in group must be related to mental health issues, e.g., grief/loss, anger management, social skills. Most, but not all, participants should have been referred to and processed through the SAP team.

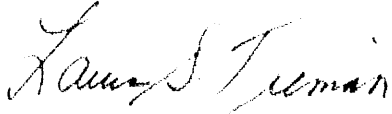
PRIOR TO AN INFORMAL ASSESSMENT BEING CONDUCTED, THE FOLLOWING NEEDS TO TAKE PLACE

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- The student must be identified by **the team** as being "at-risk."
- Behavior checklists must be available for review by the Mental Health Consultant prior to the informal assessment.
- Prior to the informal mental health assessment, the student should be informed about the Mental Health Consultant, his/her role in SAP at the school, and the purpose of the assessment.
- Arrangements must be made for a confidential meeting place where there are no possibilities that confidentiality may be breached.
- A SAP member should meet the Mental Health Consultant upon arrival at the school or notify the school office about the purpose of Consultant's visit.
- Following an informal assessment, a SAP member should be available to speak with the Mental Health Consultant regarding recommendations.

Signatures reflect our joint agreement:

Keystone Service Systems:

School:



Laura Tieman



Name/Signature

Vice President of Business Development
Title

Board President
Title

9-14-2022
Date

November 21, 2022
Date

SAP After-Hours Crisis Contact

In the event the SAP needs to get in contact with their Mental Health Consultant for the purpose of postvention planning and services and the Consultant cannot be reached during Keystone's regular business hours, please contact: **SAP Supervisor, Sandy Gates at 717-678-2971.**



3700 Vartan Way Harrisburg Pa 17110

**2022-2023 Letter of Agreement Student Assistance Program Services (SAP) between
Keystone Service Systems, Inc. and Hershey High School**

Mental Health Consultant Responsibilities:

1. The Mental Health Consultant will attend at least one SAP team meeting per month, depending on the needs of the school.
2. The Mental Health Consultant will conduct informal mental health assessments when the need is identified by the SAP team. When deemed necessary by the Consultant and the school, he/she will conduct up to 3 supportive counseling sessions for the student assessed.
3. The Mental Health Consultant will guide the SAP team through the process of contacting Crisis Intervention following an informal assessment, if necessary, and **act only as a support system for the involved student and the school.**
4. The Mental Health Consultant will contact parents regarding any recommendations and offer referral links with mental health providers and other community services.
5. The Mental Health Consultant will be available for consultation with teachers and classroom observations of students referred to the SAP team.
6. The Mental Health Consultant will be available to co-facilitate mental health related support groups as time/schedule permits or at the Supervisor's discretion. Keystone's SAP group guidelines will be reviewed prior to group development and implementation.
7. The Mental Health Consultant and/or other SAP trained staff will assist with Postvention needs when requested.
8. The Mental Health Consultant will participate in team maintenance sessions.
9. The Mental Health Consultant, or other agency SAP trained staff, will provide in-service training as time/schedule permits.

10. The Mental Health Consultant will be available for phone consultation as needed. If he/she is unavailable and immediate assistance is needed, the caller should request to speak with Sandy Gates, SAP Supervisor.
11. The Mental Health Consultant should not be requested to conduct threat assessments following a students' violation of a school policy. We recommend in these situations you use a licensed mental health professional.

School SAP Responsibilities:

1. A member of the SAP will notify the Mental Health Consultant of the meeting day, time, and location of all SAP related meetings pertaining to any student assessed by the Mental Health Consultant. The sooner this is done, the more likely it is that the Mental Health Consultant will be able to attend. The Mental Health Consultant should also be informed of meeting cancellations.
2. We ask that each school SAP team provides the Mental Health Consultant a copy of the following: Crisis, Drug/Alcohol, Postvention, Possession of Weapons, Terroristic Threats/Acts, Bullying/harassment policies. If needed, the Mental Health Consultant can be used to help develop these policies.
3. The school will provide a co-facilitator who will make necessary arrangements for students to attend mental health related support groups. The co-facilitator from both the school and the agency will meet in advance to plan the group. Topics to be discussed in group must be related to mental health issues, e.g., grief/loss, anger management, social skills. Most, but not all, participants should have been referred to and processed through the SAP team.

PRIOR TO AN INFORMAL ASSESSMENT BEING CONDUCTED, THE FOLLOWING NEEDS TO TAKE PLACE

- Written parental permission for an informal mental health assessment must be received and a copy provided to the Mental Health Consultant.
- The student must be identified by **the team** as being "at-risk."
- Behavior checklists must be available for review by the Mental Health Consultant prior to the informal assessment.
- Prior to the informal mental health assessment, the student should be informed about the Mental Health Consultant, his/her role in SAP at the school, and the purpose of the assessment.
- Arrangements must be made for a confidential meeting place where there are no possibilities that confidentiality may be breached.
- A SAP member should meet the Mental Health Consultant upon arrival at the school or notify the school office about the purpose of Consultant's visit.
- Following an informal assessment, a SAP member should be available to speak with the Mental Health Consultant regarding recommendations.

Signatures reflect our joint agreement:

Keystone Service Systems:



Laura Tieman

Vice President of Business Development
Title

9-14-2022
Date

School:



Name/Signature

Board President
Title

November 21, 2022
Date

SAP After-Hours Crisis Contact

In the event the SAP needs to get in contact with their Mental Health Consultant for the purpose of postvention planning and services and the Consultant cannot be reached during Keystone's regular business hours, please contact: **SAP Supervisor, Sandy Gates at 717-678-2971.**

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

CAFCO PARTICIPATION AGREEMENT

The Derry Township School District agrees to participate in the collaborative procurement effort to purchase food, being offered through the Lancaster-Lebanon Intermediate Unit 13 (IU13) and facilitated by IU13 Collaborative Services. This agreement will be in effect for fiscal year July 1, 2023 through June 30, 2024.

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

Responsibilities of Participating Entities:

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

Participating entity Derry Township School District

Authorized signature / title [Signature] Board President

RETURN SIGNED DOCUMENT TO:

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

School District Representative

November 21, 2022

1318 EAST HIGH ST.
POTTSTOWN, PA 19464
WWW.RJMCCARVILLE.COM

PHONE: 610/327-8995
800/937-1213
FAX: 610/327-8592

R.J. McCARVILLE ASSOCIATES, LTD.



"EXPERIENCE THE QUALITY DIFFERENCE"

Proposal

TO: Mr. Mark Anderson
Derry Township School District
30 East Grenada Avenue
Hershey, PA 17033

Proposal #: 22-0142-PGR
Date: October 10, 2022
Customer ID: 1024
Project: Hershey Middle School
Telescopic Gym Seating

DESCRIPTION:

Furnish all labor and material required to repair and service the Interkal telescopic gym seating (8 units x 9 row) associated with the above referenced project.

LABOR AND MATERIAL TO INCLUDE:

1. Realign, reweld, and reinforce all damaged support horses
2. Replace all damaged row locks; Adjust all as required
3. Repair and/or replace as required all damaged support arms
4. Replace all missing or damaged slide rod foot connectors
5. Tighten all bolted connections; Replace any damaged or missing hardware with original sized components.
6. Check all remaining welded connections for stress, cracking, breakage, or fatigue.
7. Check all wheels and axles; Lubricate with light spray lubricants.
8. Check all wall pads on bottom anchorage on all sections (from 2021 inspection report)
9. Check all seats for cracks and/or damage
10. Check and tighten as required all end rails, back rails, and aisle rails as applicable.
11. Lubricate wheel housings and column support arms with medium temperature resistant lubricants.
12. Adjust as necessary for proper operation.

NOTE:

1. We have not included any replacement parts other than those specified. Any additional labor and material required will be quoted separately.
2. We will provide a report upon completion

SCHEDULE OF BIDS:

We propose to furnish all labor and material as specified herein for the sum of: ***** \$4,200.00

Quotation prepared by:

Brian R Jacobs

brian@rjmccarville.com

This is a quotation on the goods named, subject to the conditions noted below:
Net amount due 30 days after completion • Past due balances are subject to Finance Charge of 1-1/2% per month
Price based on normal working hours of Monday through Friday 7:30 A.M. to 4:30 P.M.
Proposal may be withdrawn if not accepted within 45 days.

To accept this quotation and the terms as set forth herein, please sign below and return:

FOLDING PARTITIONS * OPERABLE WALLS * DIVIDER CURTAINS
GYMNASIUM SEATING * BASKETBALL BACKSTOPS
GYMNASIUM EQUIPMENT * WALL PADDING
PORTABLE OUTDOOR GRANDSTANDS

1318 EAST HIGH ST.
POTTSTOWN, PA 19464
WWW.RJMCCARVILLE.COM

PHONE: 610/327-8995
800/937-1213
FAX: 610/327-8592



"EXPERIENCE THE QUALITY DIFFERENCE"

Proposal

TO: Mr. Mark Anderson
Derry Township School District
30 East Grenada Avenue
Hershey, PA 17033

Proposal #: 22-0141-PGR
Date: October 10, 2022
Customer ID: 1024
Project: Hershey High School
Telescopic Gym Seating

DESCRIPTION:

Furnish all labor and material required to service and inspect the telescopic gym seating (8 units x 15 row) associated with the above referenced project.

LABOR AND MATERIAL TO INCLUDE:

1. Tighten all bolted connections; Replace any damaged or missing hardware with original sized components.
2. Check for proper engagement of all foot connectors and row locks; Adjust as required.
3. Check all welded connections for stress, cracking, breakage, or fatigue.
4. Check all wheels and axles; Lubricate with light spray lubricants.
5. Check and align all friction drive units, drive shafts, gearboxes, and drive drums
6. Check all wiring within the seating bank for potential damage and safety.
7. Check all wall and floor anchors; Replace any damaged
8. Check all seats for cracks and/or damage
9. Check and tighten as required all end rails, back rails, and aisle rails as applicable.
10. Lubricate wheel housings and column support arms with medium temperature resistant lubricants.
11. Adjust as necessary for proper operation.

NOTE:

1. We have not included any replacement parts other than those specified. Any additional labor and material required will be quoted separately.
2. We will provide a report upon completion

SCHEDULE OF BIDS:

We propose to furnish all labor and material as specified herein for the sum of: ***** \$1700.00

Quotation prepared by: Brian R Jacobs
brian@rjmccarville.com

This is a quotation on the goods named, subject to the conditions noted below:
Net amount due 30 days after completion • Past due balances are subject to Finance Charge of 1-1/2% per month
Price based on normal working hours of Monday through Friday 7:30 A.M. to 4:30 P.M.
Proposal may be withdrawn if not accepted within 45 days.

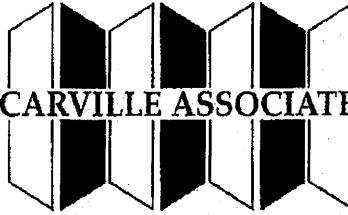
To accept this quotation and the terms as set forth herein, please sign below and return:

FOLDING PARTITIONS * OPERABLE WALLS * DIVIDER CURTAINS
GYMNASIUM SEATING * BASKETBALL BACKSTOPS
GYMNASIUM EQUIPMENT * WALL PADDING
PORTABLE OUTDOOR GRANDSTANDS

1318 EAST HIGH ST.
POTTSTOWN, PA 19464
WWW.RJMCCARVILLE.COM

PHONE: 610/327-8995
800/937-1213
FAX: 610/327-8592

R.J. McCARVILLE ASSOCIATES, LTD.



"EXPERIENCE THE QUALITY DIFFERENCE"

Proposal

TO: Mr. Mark Anderson
Derry Township School District
30 East Grenada Avenue
Hershey, PA 17033

Proposal #: 22-0140-PGR
Date: October 10, 2022
Customer ID: 1024
Project: Hershey Early Learning
Telescopic Gym Seating

DESCRIPTION:

Furnish all labor and material required to repair and service the Folding Bleacher Co. telescopic gym seating (4 units x 5 row) associated with the above referenced project.

LABOR AND MATERIAL TO INCLUDE:

1. Tighten all bolted connections; Replace any damaged or missing hardware with original sized components.
2. Check for proper engagement of all foot connectors and row locks; Adjust as required.
3. Check all welded connections for stress, cracking, breakage, or fatigue.
4. Check all wheels and axles; Lubricate with light spray lubricants.
5. Replace all bottom wall pads on all sections (from 2021 inspection report)
6. Check all seats for cracks and/or damage
7. Check and tighten as required all end rails, back rails, and aisle rails as applicable.
8. Lubricate wheel housings and column support arms with medium temperature resistant lubricants.
9. Adjust as necessary for proper operation.

NOTE:

1. We have not included any replacement parts other than those specified. Any additional labor and material required will be quoted separately.
2. We will provide a report upon completion

SCHEDULE OF BIDS:

We propose to furnish all labor and material as specified herein for the sum of: ***** \$1,525.00 ✓

Quotation prepared by:

Brian R Jacobs

brian@rjmccarville.com

This is a quotation on the goods named, subject to the conditions noted below:
Net amount due 30 days after completion • Past due balances are subject to Finance Charge of 1-1/2% per month
Price based on normal working hours of Monday through Friday 7:30 A.M. to 4:30 P.M.
Proposal may be withdrawn if not accepted within 45 days.

To accept this quotation and the terms as set forth herein, please sign below and return:

FOLDING PARTITIONS * OPERABLE WALLS * DIVIDER CURTAINS
GYMNASIUM SEATING * BASKETBALL BACKSTOPS
GYMNASIUM EQUIPMENT * WALL PADDING
PORTABLE OUTDOOR GRANDSTANDS



Amendment to Existing Agreement |

RFQ: 5484977264

This amendment ("Amendment") is made as of 10/19/2022 to the service agreement bearing the Effective Date of 03/24/2020, (the "Agreement"), by and between Block Line Systems ("Telesystem"), as defined in the Telesystem Terms and Conditions, and **Derry Township School District** ("Customer").

Change existing facility(ies) from one type to another (e.g., Analog Voice T1 to PRI) [Associated charges and description of changes are shown in Attachment A.]

Change Customer Premise Equipment from one type to another. [Associated charges and description of changes are shown in Attachment A.]

X Add a new service to an existing location. [Associated charges and description of changes are shown in Attachment A.]

X The Term of the Agreement shall not be extended as a result of adding the new service, but the new location shall have a minimum in-service period of 36 months.

Modify the term of the agreement. The Term of the Agreement shall be extended to end as of:

DATE:

The Term of the Agreement shall not be extended as a result of adding the new location, but the new location shall have a minimum in-service period equal to the original Term of the Agreement.

Add a new service to a new location:

[Associated charges and description of changes are shown in Attachment A.]

The Term of the Agreement shall not be extended as a result of adding the new location, but the new location shall have a minimum in-service period of 36 months.

Modify the term of the Agreement. The Term of the Agreement shall be extended to end as of:

DATE:

The Term of the Agreement shall not be extended as a result of adding the new location, but the new location shall have a minimum in-service period equal to the original Term of the Agreement.

Attachment A to this Amendment, which is incorporated by reference, sets forth the rates and other terms and conditions to apply to the additional facilities and/or Services ordered hereunder.

Except as modified by the Amendment, the terms and conditions set forth in the Agreement remain unchanged.

Description of all changes:

Adding Certified Alarm/Elevator lines at 2 locations Account 5164794

Attachment A to Amendment

Description of all changes:

30 E GRANADA AVE, HERSHEY, PA 17033

Voice Services - Recurring	Product Code	QTY	Unit Price	Monthly
Certified Alarm/Elavator Lines	PCAEL3YR	3	\$39.99	\$119.97
Access Recovery Charge	ARC1	3	\$2.97	\$8.91
OSS Charge	OSS	3	\$0.82	\$2.46
Monitoring Fee	CAELMF	1	\$20.00	\$20.00
LTE Network Fee	CAELLTEF	1	\$10.00	\$10.00
Local Number Portability - Switched	POR	3	\$0.21	\$0.63
Unlimited Local/LD	UB059	3	\$0.00	\$0.00
E911	E911	3	\$1.25	\$3.75

Voice Services - Install	Product Code	QTY	Unit Price	One-Time
Certified Alarm/Elavator Lines	PCAEL3YR	3	\$0.00	\$0.00
Monitoring Fee	CAELMF	1	\$0.00	\$0.00

Site Total	Monthly	\$165.72	One-Time	\$0.00
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550 HOMESTEAD RD, HERSHEY, PA 17033

Voice Services - Recurring	Product Code	QTY	Unit Price	Monthly
Certified Alarm/Elavator Lines	PCAEL3YR	5	\$39.99	\$199.95
Access Recovery Charge	ARC1	5	\$2.97	\$14.85
OSS Charge	OSS	5	\$0.82	\$4.10
Monitoring Fee	CAELMF	2	\$20.00	\$40.00
LTE Network Fee	CAELLTEF	2	\$10.00	\$20.00
Local Number Portability - Switched	POR	5	\$0.21	\$1.05
Unlimited Local/LD	UB059	5	\$0.00	\$0.00
E911	E911	5	\$1.25	\$6.25

Voice Services - Install	Product Code	QTY	Unit Price	One-Time
Certified Alarm/Elavator Lines	PCAEL3YR	5	\$0.00	\$0.00
Monitoring Fee	CAELMF	2	\$0.00	\$0.00

Site Total	Monthly	\$286.20	One-Time	\$0.00
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Order Totals	Monthly	\$451.92	One-Time	\$0.00
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Disconnected Services:

Product/Circuit ID	MRC	BTN	Intercept?	FW Number

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their duly authorized representative, to be effective as of the date first above written.

CUSTOMER

Name: **Bruce Wirt**

Title: **Bruce Wirt**



Authorized Signature

11/28/2022

Date

TELESYSTEM

Name: Lindsay Drew

Title: Board President



Authorized Signature

November 21, 2022

Date



Reservation Agreement Between Township of Derry and Derry Township School District

PREFACE

As the sole owner and operator of the Derry Township Community Center located at 605 Cocoa Avenue, Hershey, Pennsylvania ("Community Center"), the Township of Derry shall establish its requirements for use, scheduling, financial arrangements, and any conditions affecting or impacting the facility or the Township as a result of the use by an outside party and it shall be understood that this use is a limited privilege granted by the Township and not a right, and furthermore that said use may be forfeited for failure to abide by the provisions of this Reservation Agreement and/or the Township's rules and regulations and/or policies governing the Community Center. The parties hereto specifically understand and agree that the Township reserves the right to and may prohibit the use of the Community Center at any time in the event the Township determines the provisions of this Reservation Agreement and/or the rules and regulations and/or policies of the Community Center have been violated and/or for any other reason deemed appropriate by the Township. The parties understand and agree that either party may terminate this Reservation Agreement at any time for any reason, subject to the notice requirement set forth herein.

For the purposes of this Reservation Agreement, the term "Director" shall be defined as the person designated as Director of Parks and Recreation for the Township of Derry, the term "Township" shall be defined as the Township of Derry, the term "Administrator" shall be defined as the person(s) representing the Derry Township School District, and the term "Team" shall be defined as the Hershey High School Swim Team.

This Reservation Agreement ("Agreement") is entered into by and between the Township of Derry and the Derry Township School District. The term of this Agreement shall be for the 2022-2023 PIAA High School swim season.

I. RECOGNITION

- A. The Township shall recognize the Athletic Director of the Derry Township School District as the Administrator of the Team.
- B. A direct line of communication shall be established between the Director/ Township Manager and the Athletic Director to resolve or discuss matters that affect the Team's use of the Community Center. The Team and the Township shall appoint persons to act as liaisons for day-to-day matters affecting this Agreement.

II. FACILITY USE

- A. The Township agrees to and shall provide the Team with nonexclusive access to and the use of the Lap/Competition Pool at the Community Center and only those additional areas specifically marked and identified as "Reserved Space" on the

attached sketch plan which is incorporated herein and marked as Exhibit "A" at the reserved times approved by the Township, subject to the terms, conditions and fees set forth herein. The Team shall only be permitted to access and use the Reserved Space identified on Exhibit "A" during the time specifically approved by the Township. Team members, coaches, patrons, attendees and/or participants are not permitted to access or use any area and/or facilities outside the Reserved Space within the Community Center during the Team's events, meets, clinics, practices and/or other Team activities, unless otherwise specifically permitted by the Township in writing.

- B. Derry Township Parks and Recreation Department programs shall have priority scheduling over programs of the Team except as otherwise specifically provided for in this agreement.
- C. A written schedule request for the Team's proposed program schedule shall be presented to the Director and Township for consideration and if approved by the Township, which shall be within the discretion of the Township, shall not be changed without prior written consent of the Township. The Township shall have full and sole discretion to deny, approve, and/or partially approve the Team's proposed program schedule.
- D. Times and dates for all meets of the Team shall be subject to the review and approval of the Township and shall be dependent upon the availability of pool time within the established and Township approved pool schedule.
- E. Adequate parking must be allotted for Community Center members and patrons during all Team meets and/or events. The Team shall not be entitled to the exclusive use of the parking facilities at the Community Center at any time. The Team may be required to secure additional, off-site parking for meets and/or events from the Derry Township School District.
- F. At no point can the entire Community Center facility be closed to the public/Community Center members due to a Team event. The Team understands and agrees that its use of the Community Center is nonexclusive and that it needs to and shall share the facilities with the public and/or members at all times. In particular, this Agreement is only for the use of the Lap/Competition Pool and the Reserved Space. No other areas of the Community Center shall be used and/or accessed by the Team and/or the Team's members, attendees, patrons and/or participants. The Team shall not use and/or have access to any area within the Community Center other than the Lap/Competition Pool and Reserved Space, and the Team shall ensure all of its members, attendees, patrons and/or participants refrain from entering and/or using areas of the Community Center outside of the Reserved Space. The Team shall be solely responsible for enforcing this provision and ensuring no other areas of the Community Center are used and/or accessed by the Team's members, attendees, patrons and/or participants during Team meets

and/or events. Failure of the Team to comply with this Section and/or to ensure compliance by others with this Section shall be considered a material breach of this Agreement.

- G. While utilizing the Lap/Competition Pool and Reserved Space, the Team and the Team's members, patrons, attendees and participants shall comply with and abide by all Township rules and regulations and/or policies applicable to the Community Center. In particular, there shall be no food or drink on the pool deck other than water.
- H. The Team shall be required to share pool time during the reserved time if and where deemed necessary by the Township, depending on the scheduled events and/or uses. There shall always be at least two (2) swimming lanes in the Lap/Competition Pool open for Township residents and/or Community Center members to use unless otherwise approved by the Township in writing.
- I. The Team shall provide the necessary manpower, both prior to and following all Team events, for set-up and tear-down in a manner acceptable to the Township. Only Township staff is authorized to install and disassemble the touch pads and starting equipment. The Reserved Space and all facilities shall be left in the same condition as they were found following any event of the Team, unless otherwise directed and/or authorized by the Township.
- J. The Team shall be responsible for any damage to equipment at the Community Center due to the Team's use of the same and/or the use of such equipment by the Team's members, patrons, attendees and/or participants. The Team shall also be responsible for any and all damage to the Community Center due to the Team's use and/or the use of the Team's members, patrons, attendees and/or participants. The parties hereto specifically understand and agree that any damage to Township equipment and/or the Reserved Space that occurs during a Team meet and/or event shall be presumed to be caused by the Team and/or the Team's members, patrons, attendees and/or participants, and that the Team shall be solely and fully responsible and liable for the repair and/or replacement of the same.
- K. Team coaches, members, patrons, attendees and/or participants are not permitted in the Community Center Leisure Pool and/or Leisure Pool Locker Room at any time during any Team meets and/or events. The parties understand and agree that the Leisure Pool and Leisure Pool Locker Room are not part of the Reserved Space under this Agreement and shall not be used by the Team without specific written permission from the Township.

- L. Team coaches, members, patrons, attendees and/or participants are not permitted in any areas within the Community Center not specifically identified as Reserved Space on the attached Exhibit "A" at any time during Team meets and/or events. The parties understand and agree that only the areas specifically identified as Reserved Space are the areas reserved for the Team under this Agreement during the specific times approved in writing by the Township.
- M. The Team shall comply with and follow any and all policies of the Township governing to the use of the Community Center. The Team understands and agrees that the Township may amend and/or add to the policies of the Community Center at any time and that the Team shall comply with and abide by any and all such policies, as amended, at all times.
- N. Team members, coaches, officers, patrons, attendees and participants shall be restricted to only those areas within the Reserved Space normally open to the public. If authorized by the Township in writing, only authorized Team personnel shall have limited access to the Aquatic Storage and Meet Management Room located in the Lap/Competition pool natatorium. All other areas not open to the public shall be off limits to Team members, coaches, officers, patrons, attendees and/or participants at Team events. Team personnel or Team Coaches shall not operate or otherwise adjust any pool or air handling equipment within the Community Center unless specifically authorized by the Township in writing.
- O. The Team may charge an entrance admission fee at any Dual Meets. The Team shall provide the Township with the number of total admissions collected and remit 75% of the collected gross revenue from such admission fees to the Township. The parties understand and agree that the Township may adjust this provision annually in the event the Township determines that a different percentage of the admission fees should be provided to the Township and/or if there are additional issues that need to be addressed in relation to the admission fees. The Team is entitled to 100% of merchandise or program sales. At no time may the Team charge for parking at the Community Center.
- P. The Team is responsible for restoring the Community Center facilities to the same condition as found prior to its use. This provision does not require the Team to perform routine maintenance, but does require that any spills, damage, or littering resulting from the Team's use be cleaned up and/or properly resolved, replaced and/or repaired as deemed necessary by the Township. A maintenance fee will be imposed against the Team if the Community Center area used by the Team is deemed unacceptable following the Team's use as determined by the Director or Township. A fee shall be determined by the Township and based on the time and materials necessary to resolve the issue.

- Q. During Team events, the Team shall staff the pool, facility, or parts thereof, and the entire Reserved Space with adult supervision to control vandalism, monitor behavior, and to monitor the use of the locker rooms to minimize littering, spills, damage and/or maintenance costs. The Township assumes no responsibility for unsupervised participants and/or family members anywhere on the Community Center property before, during, or after a Team practice, competition, and/or other Team event. The Team agrees to and shall indemnify, release, defend and hold the Township harmless from any and all claims resulting in injury to persons or property as a result of the Team using the Community Center and/or its pool and/or facilities, and/or resulting from actions and/or inactions of the Team and/or the Team's members, attendees, patrons, and/or participants in relation to the Team's use of the Community Center under this Agreement.
- R. If Team members are not members of the Community Center, they may only enter the facility 20 minutes prior to their scheduled practice or event time and shall leave the premises within 20 minutes after its conclusion. Team members shall only utilize and/or access the Reserved Space during the pre-practice/post-practice or pre-event/post-event timeframes. No other areas within the Community Center shall be used and/or accessed by the Club's members, patrons, attendees and/or participants.
- S. The Township requires that the First Aid Room remain available for use during any practice or meet, subject to Township approved supervision. The Meet Management Room or the spectator gallery (behind bleacher seating) may be used for Officials' meetings and Coach Hospitality during meets only after the Township specifically approves such use in writing. No other individuals are permitted within the Meet Management Room and/or the spectator gallery.
- T. A scheduled Township employed lifeguard must be present whenever the Team utilizes a pool at the Community Center for any purpose. Use of any pool at the Community Center in any manner without a scheduled Township employed lifeguard will result in the termination of this Agreement. If there is no Township employed lifeguard on duty, the Team shall not be permitted to allow anyone in the pool.

III. INSURANCE AND INDEMNIFICATION

- A. The Team shall be required to carry its own general liability insurance coverage in the following amounts: Bodily Injury and Property Damage combined single limit in the amount of \$ 2,000,000, each occurrence, with an annual aggregate of \$ 3,000,000. In addition, the Team shall submit to the Township a Certificate of Insurance naming the Township as an additional insured on the above insurance coverage. The Team shall maintain such insurance coverage and shall not cancel the same without providing the Township with sixty (60) days written notice prior

to such cancelation. The Team shall also carry the requisite workers' compensation insurance in a manner, form and amount required by law in Pennsylvania.

- B. The Derry Township School District shall release, protect, indemnify, save, keep and hold harmless the Township, its agents, servants and employees, against and from all claims arising out of the use of the Community Center and/or other Township facilities by the Team or by any other organization using the facilities at the request of or upon invitation of the Team, whether it be for league activities or for special events as defined herein, including but not limited to claims resulting from the negligence of the Township.
- C. The Team further covenants that during the term of this Agreement and any renewal thereof, the Team shall assume full responsibility for the use of the Community Center by the Team and will indemnify and hold harmless the Township from any and all actions, claims, loss, cost, injuries and/or damages, including attorneys' fees, that may arise in connection with this Agreement and/or the use of the Community Center by the Team, its agents, employees, patrons, participants, members, attendees or any other person utilizing the Community Center for any intended use set forth herein and/or during a Team event, including any and all claims relating to the Township's actions and/or inactions. The Team agrees to and shall also indemnify, hold harmless and defend the Township from any and all such claims of third parties against the Township as well.

IV. EQUIPMENT

- A. The Team shall purchase and maintain any specialized equipment that it requires for Team events and practices. Any such equipment, which requires permanent installation or structural change, shall be subject to the review and approval of the Township and become the property of the Township once installed. Any such installation shall be submitted as a written proposal for review and approval by the Township. The parties understand and agree that the Township shall not be responsible for any damage to and/or replacement of such specialized equipment.
- B. The Township will provide the following pool-related equipment if available at the Community Center for Team practices and events:
 - 1. Lane ropes;
 - 2. Starting blocks; and,
 - 3. Touch pads.
- C. The Team must request permission to use any Township-owned equipment and shall be required to secure written permission from the Township before using such equipment.

- D. The Township shall designate a separate storage area for Team equipment and supplies. This area shall be designated as a storage cabinet in the competition pool storage room. Keys to the storage area shall be issued by the Township to authorized Team personnel subject to Township key control policies and procedures. The parties understand and agree that the Township shall have no liability for loss, theft, or damage to any equipment and/or other material and/or property contained in the storage area. The Team shall maintain the area in a neat, safe, and orderly manner. The Township may require the Team to make improvements or eliminate items stored if it creates an unsafe and/or unacceptable environment or otherwise detracts from the appearance of the facility. Any Team equipment left in a public area shall be the responsibility of the Team to monitor and supervise.
- E. Use of a trampoline for any purpose on Township property is strictly prohibited.
- F. The Team may utilize the meet management room for the operations of swim meets if approved by the Township. Any Team owned equipment, supplies, and items located in this room are the sole responsibility of the Team and the Township shall not be held responsible for the loss or damage of such items. This area must be kept in a neat and orderly manner. The storage of any items, which may pose a threat to Team personnel, Township staff, or the public, and/or that is deemed unacceptable by the Township shall be prohibited. The Township reserves the right to inspect and/or conduct maintenance activities in this area without prior notice.

V. AQUATIC CLUB PERSONNEL

- A. All Team volunteers, participants, employees, or guests attending meets, events or practices shall be required to follow all applicable Community Center, facility and pool use rules and regulations. All swimmers must shower before entering the pool.
- B. All Team coaches and employees shall be contracted by and paid by the Derry Township School District and shall not be considered Township employees. During Team practices and events at the Community Center, Team coaches and employees are not representatives of the Township, but solely representatives and agents of the Team. This section shall not prohibit, however, any such coach or employee from employment by the Township for other duties or activities.
- C. The Team shall assume all associated expenses and liability for its coaching staff.

VI. RENTAL FEES AND OTHER CHARGES

- A. The Team shall pay an hourly pool rental fee for the time reserved for Team use (excluding the times the facility is unavailable due to mechanical or other operational issues) or time utilized by the Team but not reserved according to the following criteria:

Derry Township Residents: **\$15 per hour per lane.**

- B. There shall be an additional charge for the use of the pool at the Community Center for Club meets or other special events. Request for use of the Community Center facilities for meets and other events shall be submitted, as set forth herein to the Township for approval. The rate schedule for such meets and special events shall be as follows:

Dual Meet: **\$750 per event**

- C. For the purpose of billing, the Team must present a monthly pool usage calendar to the Township within seven (7) days of the end of the month. The Township will invoice the Team within ten (10) days. The Team will have 30 (thirty) days to submit payment.
- D. The Team is required to notify the Township within seven (7) days if reserved pool time will not be utilized. If the Team fails to notify the Township of such changes, Team will be charged the normal lane fee to compensate the Township for lost revenue.

VII. MISCELLANEOUS

- A. The Team shall require the parent or guardian of each participant under the age of 18 and each participant 18 years of age or older to sign a waiver of liability listing the Township as one of the parties to be released from liability. The form of waiver shall be approved by the Township.
- B. The Derry Township Community Center is operated under all applicable Pennsylvania Department of Health Public Bathing Place Regulations. All participants understand they are utilizing the Community Center under their own free will.
- C. The parties hereto understand and specifically agree that the Township, in its sole discretion, may unilaterally reopen the terms and conditions of this Agreement in the event it determines adjustments to the terms and conditions are necessary to

protect the interests of the Township and to ensure the proper operation, maintenance and use of the Community Center. The Township shall provide the Team with thirty (30) days written notice prior to implementing any such adjustments to the terms and conditions of this Agreement.

VIII. VIOLATIONS AND TERMS OF THE AGREEMENT

- A. Either party may terminate this Agreement for breach of the Agreement, but only if that party notifies the other party in writing of the breach and the party receiving such notice has not cured the breach within 30 (thirty) days after receiving notice. This right to terminate the Agreement shall be the sole and exclusive remedy for any breach of the Agreement or for any damages suffered in connection therewith, except for monetary amounts due and owing as of the effective date of termination pursuant to Paragraph VI of this Agreement and/or monetary amounts needed to correct and/or repair any damaged equipment and/or property within the Community Center. Nothing herein is intended to limit the liability of the Team to repair, replace, and/or otherwise remedy any damage to the Community Center and/or Township equipment caused by the Team and/or the Team's patrons, attendees and/or participants, and/or any damage to the Community Center and/or Township equipment at the Community Center occurring during a Team event, practice, clinic and/or meet within the Reserved Space and/or elsewhere in the Community Center believed to be caused by the Team and/or the Team's patrons, attendees and/or participants, in which case the Team shall be solely and fully liable and responsible for the repair and/or replacement of such damaged property and/or equipment.
- B. It is hereby mutually agreed that either party may also terminate this Agreement for any reason at the end of the term and/or at the end of any renewal term by giving to the other party written notice forty-five (45) days prior to the end of the then Agreement term.
- C. Township may terminate this Agreement if it determines in its sole discretion that the Team has failed to comply with the terms of this Agreement, including but not limited to Team's failure to properly maintain the Community Center and/or if the Team has violated any Township Ordinance or other requirement of this Agreement and/or violated any rule or regulation of the Community Center, by providing the Team thirty (30) days written notice of said termination. Such determination shall be within the sole discretion of the Township. It is also hereby mutually agreed that the Township may terminate this Agreement with the above-referenced thirty (30) days written notice if the Township is informed that said Agreement is in violation of the intended, approved and/or authorized usage of the Community Center by any controlling governmental agency.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be signed by their respective Officers, intending to be legally bound.

ATTEST:

TOWNSHIP OF DERRY

Zachary Jackson

Christopher S. Christman

ATTEST:

DERRY TOWNSHIP SCHOOL DISTRICT

Michelle Algee

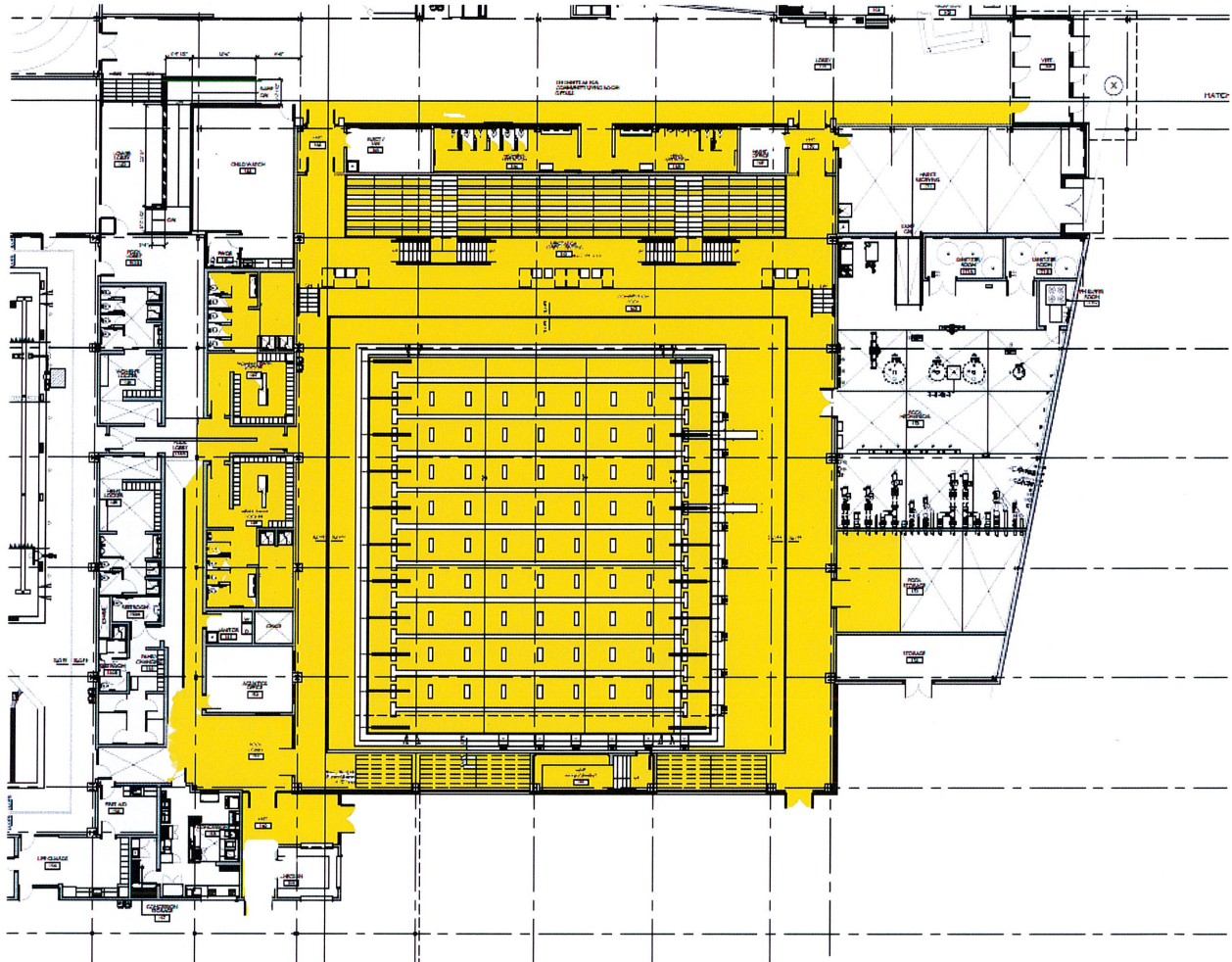
[Signature]

IX. ATTACHMENT A

Township of Derry resident rate schedule for use of the Derry Township Community Center.

<i>(Prices are per hour unless otherwise noted)</i>	Res	NRes
Pool Lane Fee (Per lane/hr.)	\$15	\$18
Kitchen	\$35	\$45
Classroom (3)	\$45	\$55
Party Room	\$45	\$55
Small Group Fitness Room	\$45	\$55
Lounge/Game Room	\$50	\$65
Gymnasium (per court)	\$50	\$65
Large Group Fitness Room	\$75	\$95
Multi-purpose Community Room (per section)	\$75	\$95
Multi-purpose Community Room (entire room/4 hrs.)	\$800	\$1,000
Entire Center (After Hours)	\$1,200	\$1,500

X. EXHIBIT A



November 7, 2022 – PSBA Liaison Insider Summary Update (from 10/24)

PCCD releases updated model threat assessment procedures and guidelines

The PA Commission on Crime and Delinquency (PCCD) has updated and released its Model K-12 Threat Assessment Procedures and Guidelines. The guidelines were first issued in 2019, pursuant to Act 18 of 2019 that established new requirements for K-12 school entities related to the establishment of threat assessment teams and related policies and procedures. In 2022, further amendments were made under Act 55 of 2022 related to school safety and threat assessment. Act 55 clarified the frequency with which education and awareness efforts must be made with students, staff and parents/guardians, as well as the frequency with which appointed Threat Assessment Team members must undergo required training. This second edition of the PCCD's Model Threat Assessment Procedures and Guidelines has been revised to reflect these statutory changes. Additional changes reflect practical applications from recent research, updated resources and references, and addressing overlap with suicide prevention and response. [Click here to see the revised Threat Assessment Procedures and Guidelines.](#)

PDE provides required structured literacy program guidelines

The PA Department of Education (PDE) recently issued new framework guidelines to identify competencies and develop associated standards for educator training in structured literacy. The guidelines were developed to comply with changes made to the Chapter 49 regulations (Certification of Professional Personnel) effective on April 23, 2022. The regulations require instruction in structured literacy to be integrated in educator preparation and continuing professional development programs for professional employees who hold instructional certificates in early childhood education, elementary-middle level, PK-12 Special Education, English as a Second Language, and Reading Specialist. [Click here to see the new Structured Literacy \(SL\) Program Framework Guidelines.](#)

PDE revises communication plan for deaf/hard of hearing or deaf-blind students

PDE announced that the Communication Plan for a Student Who is Deaf/Hard of Hearing or Deaf-Blind on the Pennsylvania Training and Technical Assistance Network (PaTTAN) website has been revised. The purpose of the revised plan is to establish discussion among individualized education program (IEP) team members who review the student's needs based on communication skills and access. The plan must be completed prior to the development of the IEP. Local education agencies should implement this Communication Plan by July 2023. Questions should be directed to Jeanette Alexander at (717) 783-6882 or jeaalexand@pa.gov.

[Click here to access the revised plan.](#)

[Click here to access the annotated version of the plan.](#)

[Click here to access a training video on this process.](#)

PA high schools invited to participate in annual voter registration challenge

The Pennsylvania departments of State and Education recently launched the sixth annual [Governor's Civic Engagement Award \(GCEA\) Program](#), which promotes student-led voter registration efforts in high schools across the commonwealth. Schools that register at least 85% of their eligible students earn a Gold Level Award, while schools that register 65% or more of their eligible students earn a Silver Level Award.

Students can earn individual GCEA awards for participating in voter registration efforts at their school and also for serving as a poll worker during the November 8 general election. While the deadline to register to vote in the November 8 election is October 24, schools participating in the GCEA will be registering students throughout the school year. The deadline for schools to apply for awards for the 2022-23 school year is May 12, 2023. A recognition event will be held to honor the winning schools and students. [Click here for details on the Governor's Civic Engagement Award \(GCEA\) Program.](#)

PennDOT announces Innovations Challenge contest for high school students

The PA Department of Transportation (PennDOT) is inviting students in grades 9-12 to participate in the sixth annual PennDOT [**Innovations Challenge**](#), which encourages students to use their problem-solving, creative and strategic-thinking abilities to solve real-world transportation challenges in a competition among their peers. The submission deadline is January 27, 2023.

For this year's challenge, students are asked to develop ideas to help address the shortage of commercial truck parking along major interstate corridors in Pennsylvania. The challenge asks students to select from a list of such corridors where truck parking is a known issue and develop an innovative approach to increase commercial truck parking availability in that area and offset costs incurred for construction. Regional winners will be selected and invited to present their solutions to a panel of judges, who will determine the statewide winner. The statewide winning team members will receive certificates as well as their school receiving a traveling trophy and permanent trophy engraved with the school's name. In addition, the winning team will receive a total award of \$4,000. [**Click here for details on the Innovation Challenge competition.**](#)

PSBA DELEGATE ASSEMBLY 2022



NOVEMBER

5

START TIME:

9:00
A.M.



PSBA
Pennsylvania School Boards Association

Proposed PSBA 2023 Legislative Platform

as recommended by the PSBA Platform Committee at its meeting on September 17, 2022.

How to read the proposed 2023 Legislative Platform

- **Newly submitted proposals** are printed in **red bold type**.
- **Amendments to current 2022 platform items** are printed in **blue bold type**. New language is **underlined**. Language proposed to be **deleted** from the current platform appears as **~~strikeout~~**.
- **Platform Committee rationale** for all new proposals and amendments follows the statement and is printed in **green**.
- **Language printed in black** will be automatically carried over (not subject to debate or amendment).

PSBA 2023 Legislative Platform

Legislative Priority Issues for the 2023-24 Session

NOTE ABOUT THE PRIORITY ISSUES: PSBA emailed a survey over the summer months to all school directors seeking their input to establish the association's top legislative priorities for the two-year 2023-24 session of the General Assembly. The PSBA Platform Committee reviewed the survey results and recommended the following issues as priorities.

- **Provide significant, continued state and federal financial investments for school districts.**
- **Prioritize the mental health and safety needs of students.**
- **Enact comprehensive and meaningful charter school reforms that reduce the financial burden on school districts and require the same high standards of academic performance and accountability.**
- **Oppose efforts to provide direct financial aid to students who would use those funds to enroll in non-public schools or efforts that would divert state or federal funding away from school districts in order to fund such programs.**

2023 Core Legislative Principles and Supporting Concepts

The Pennsylvania School Boards Association holds these overarching core legislative principles regarding the mission and success of public education, and the responsibilities of local school boards to ensure that a high-quality education is provided to each student.

Core Legislative Principle 1

Support an Effective Child-Centered Public Education

PSBA supports the establishment and maintenance of child-centered public education as a local, state and national priority. The association supports reform for the betterment of public education that prepares students to be productive citizens and promotes the achievements of public schools, students and local school boards.

(Continued on next page.)

PSBA believes that public schools exist for the purpose of providing the best possible education for children, youth and adults. It believes that our schools should develop responsible citizens, self-reliant and independent persons equipped with essential knowledge and skills. PSBA urges each local school board to exercise its legal responsibilities, prerogatives, and discretion in the fullest measure to design, initiate, and operate educational programs which will best serve the needs of its students and communities.

Supporting Concepts for Core Legislative Principle 1

Insofar as it is the responsibility of school boards to establish curriculum, instructional policy and graduation requirements, and to determine what will be denoted on student records, the state should not impose any requirement for a mandatory statewide curriculum. PSBA supports efforts that encourage shared responsibility in developing instructional requirements, extended learning opportunities and assessment systems for students that employ various measurements to gauge the progress of students and the quality of public schools. PSBA also supports initiatives that recognize and promote the best practices in local assessment strategies.

1.1 Curriculum and Instructional Policy

The state should provide funding that will enable school districts to create high-quality and comprehensive education programs intended to advance the achievement of all students.

School boards call on the state to:

- (a) Enable school districts to voluntarily provide high-quality early childhood education programs in a flexible manner that meets the needs of children.
- (b) Support initiatives that allow school districts to implement effective educational programs and practices that improve student achievement by enhancing and sustaining the increased use of technology and equipment necessary for programs and the latest developments in teaching and learning.
- (c) Assist schools in strengthening their school nutrition and physical activity programs without mandating specific hour requirements for daily physical activity and/or physical education.
- (d) Support interventions for students identified at risk of failing.
- (e) Ensure equitable and affordable broadband access for all Pennsylvania students.**

Platform Committee Rationale: Available internet connectivity speeds vary throughout the state, leaving many students unable to use of zoom video conferencing. This limits a district's ability to provide synchronous instruction in the students' homes when conditions warrant (sickness, snow day, supplemental instruction). The service cost is often greater than urban areas.

1.2 Student Assessment

Student assessment should be approached as an evaluation of strengths and areas needing improvement used in order to enhance student success. Student assessment should be used primarily to shape learning and instruction.

Student assessment systems must:

- (a) Recognize student diversity and disabilities.
- (b) Properly reflect the diversity of individual school entities' instructional goals and enhance local control of curriculum.
- (c) Be based on sound and consistent testing practices.
- (d) Be used only to promote improvement in local instruction.
- (e) Minimize the loss of instruction time.
- (f) Limit the total number of state-mandated tests administered to the students at any given grade level in a single academic year.
- (g) Maintain the ability to opt out of state-mandated tests.

(Continued on next page.)

Duplication of testing in one subject area should be eliminated. School districts should be permitted to use other rigorous standardized exams as a substitute for the required state testing. The state should not impose or expand state-developed high school exit exams for all students.

Additionally, the state should not require the use of any single or inappropriate measure of student achievement for any high-stakes reason, such as the distribution of funds, or consequences or rewards to students, schools and school districts.

For purposes of state accountability, the state should allow schools to use a locally selected and scheduled computer-adaptive assessment system that provides student performance information regarding current grade academic standards.

1.3 Graduation Requirements

School districts must retain the authority to establish graduation requirements, and the state should eliminate state-developed high school exit exams for all students. Further, school districts must be able to use the results of rigorous local assessment systems that include a variety of state and local testing strategies, aligned with the academic standards, to determine student proficiency and readiness to graduate. Efforts to foster competency-based learning should be permitted, so that students could meet graduation requirements by demonstrating subject area competencies as opposed to meeting specific seat time requirements.

1.4 Special Education

School districts support educational programs for students with special needs. The federal and state governments combined should provide for the total cost of special education, reflecting actual students served and costs incurred. The state should not reduce any funding for approved private schools or special needs students. School districts support the need to protect the rights of eligible students but also believe the state should reduce the regulatory burden of special education, and specifically those state mandates concerning special education services that exceed federal requirements. Further, the state should not engage in efforts that would reverse a U.S. Supreme Court decision that places the burden of persuasion on the party initiating a special education due-process hearing.

1.5 Career & Technical Education

Career and technical education provides academic and occupational skills training that prepares students for careers and/or postsecondary education and ensures access for secondary students to such programs. The state should increase the amount of Basic Education Subsidy for every student that is enrolled in a career and technical education course or program. Further, the state should provide a level of funding of at least 50% or greater for acquiring or updating equipment for career and technical learning and should award tax credits to businesses that make fiscal, goods or service donations to these public school districts and CTE schools.

1.6 Strategies for Struggling Schools

School districts are accountable for providing programs of educational excellence and are dedicated to reaching the goal of every child achieving his or her highest potential. When needs are identified and/or student achievement standards are not met, PSBA supports a strategy requiring the state to provide school boards with enhanced authority and the financial resources necessary to help all students and schools achieve their academic goals.

Core Legislative Principle 2

Strengthen the Work of Local School Boards

The creation of local school boards is established by law and they are charged with the responsibility for governing local school systems. Local school boards accept a leadership role in establishing an educational environment which will provide all children full access to the educational opportunities, based upon each individual student's needs irrespective of background, identity or ability.

PSBA values the contributions that school boards make to public education and is committed to preserving and strengthening the authority of school boards to prioritize educational policy, administration, and curriculum in order to best balance local educational practices, available resources, public input and accountability. PSBA supports efforts to increase the involvement of school directors in the establishment of state policy and the governance of public schools.

School boards should assume a leadership role in improving the professional status of the teaching profession and should encourage continual upgrading of the quality of teacher efforts. School boards should employ qualified personnel who are competent in their roles and who have personal qualifications that command respect.

~~PSBA supports and works in conjunction with the efforts of the National School Boards Association to advocate at the federal level for the role of school boards to provide leadership for academic success in public schools.~~

PSBA may work with a national education organization as appropriate to advocate at the federal level for the role of school boards to provide leadership for academic success in public schools.

Platform Committee Rationale: This proposed change calls for the deletion of the existing platform language to be replaced with new, updated language regarding PSBA's advocacy work at the federal level. The PSBA Governing Board took action to discontinue membership in the National School Boards Association, effective on October 15, 2021. Because that action occurred after the 2021 meeting of the PSBA Platform Committee, there was not a way to modify the text of this item at the 2021 meeting of the Delegate Assembly consistent with established procedures for annual changes to the platform. PSBA is a founding member of the Consortium of State School Boards Associations (COSSBA), which tracks and advocates for federal legislative issues. Now is an appropriate time in accordance with PSBA's procedures to update the platform.

Supporting Concepts for Core Legislative Principle 2

The responsibility for control and support of public schools is delegated to local school boards who strive to improve the educational opportunities of children; to use state and local tax dollars efficiently; and to distribute burdens of school support equitably. PSBA supports efforts to enhance continuity in school governance and supports and actively encourages voluntary in-service education for school directors. The state should allow for flexibility in various areas of decision-making regarding personnel, operations, school construction, safety and discipline, and mandates.

2.1 Personnel Issues

2.1.1 Staffing and Evaluation

School boards must be provided with the greatest possible flexibility in their ability to attract, evaluate and maintain qualified teachers and other staff, including the authority to manage their personnel, and to provide a positive working environment. The state should continue to refine its efforts to create a reliable, fair and effective professional staff evaluation system that incorporates extensive input from experienced educational professionals and uses multiple measures to assess their effectiveness in order to enhance student learning and raise student achievement. Further, the state must enact reforms of staffing mandates such as tenure, furloughs, employee benefits, sabbatical leaves and any other requirement that restricts entities' authority to manage, support and compensate its employees.

PSBA opposes the use of any teacher evaluation system for high-stakes purposes (such as furloughs, tenure or compensation) that has not been demonstrated to be statistically valid and reliable for that purpose. PSBA opposes any legislation or regulation that ties an individual teacher's "proficiency" rating to aggregate school data.

PSBA calls on the state to:

- (a) Provide more flexibility for teachers to teach various grade levels based on their certification.**
- (b) Consider incentives for more students and individuals from all walks of life to pursue a career in public education in Pennsylvania.**
- (c) Help facilitate and fund robust and innovative efforts to increase the pipeline of teachers and other staff of color and provide the training and supports necessary to enhance more successful recruitment and retention of this diversity.**

Platform Committee Rationale: This new language recognizes the need for the state to address issues related to educator preparation, certification, staffing and shortages in our schools.

2.1.2.1 Collective Bargaining

School boards must maintain local control of collective bargaining and call on the state to:

- (a) Require a strike authorization vote to be approved by a majority of the entire bargaining unit in a secret ballot no more than 72 hours prior to the work stoppage.
- (b) Impose financial penalties on teachers and the collective bargaining unit for each day that a strike interrupts the delivery of scheduled educational services.
- (c) Prohibit court-ordered mandatory participation in collective bargaining between a school entity and an employee organization.
- (d) Remove the requirement that substitutes hired during the period of a strike must have been employed by the school district during the prior year.
- (e) Prohibit grievance arbitration of teacher dismissals.

2.1.2.2 Collective Bargaining

The state should not enact changes that would:

- (a) Create a statewide teachers' contract.
- (b) Allow collective bargaining for school administrators.
- (c) Require compulsory binding arbitration during contract negotiations.
- (d) Require dues check-off for the collective bargaining unit.
- (e) Require school districts to provide advance public notice and post terms of collective bargaining contracts prior to board action.

2.1.3 Pension Funding

PSBA believes that the continued underfunding of public school employee pensions is undermining the solvency of school districts and the Commonwealth, as well as leading to underfunding of agencies that both directly and indirectly impact the ability of school districts to provide a quality education. Pennsylvania must begin to fund the pension liability at a rate which both exceeds the increase in the annual liability, and which reduces the annual cost to school districts.

2.2.1 School Board Operations

School boards call on the state to:

- (a) Give school districts the option to move to a calendar fiscal year.
- (b) Allow school districts to implement alternative healthcare services and programs, and to have flexibility in staff certification and personnel options.

2.2.2 School Board Operations

The state should not enact changes that would:

- (a) Require school districts to merge or consolidate but would provide support for voluntary mergers.
- (b) Restrict the authority of school boards to adopt and enforce a school calendar.
- (c) Prohibit school directors from fulfilling the duties of their office during any portion of the term they were elected to serve or preventing board action with a financial implication in the final months of years when primary elections for school board directors are held.
- (d) Restrict a school district's right to adopt policies regarding the use of educational facilities and resources by students not enrolled in public schools.
- (e) Mandate state government oversight, regulation or control of the governance and operation of interscholastic athletics in the commonwealth.
- (f) Prohibit the ability for school board candidates to cross-file on the ballot, infusing party politics and priorities to the school board.

2.3 School Construction

School districts have the responsibility and authority to provide and maintain environmentally sound facilities for the health and safety of their students and employees. The state should establish and periodically adjust reasonable levels of state aid for the construction, renovation or purchase of school buildings including career and technical centers and intermediate units. Further, the state should ensure that it does not impose any requirements that inflate construction costs. Additionally, the state must meet its obligation to fully reimburse approved school construction and renovation projects.

School boards call on the state to:

- (a) Provide reimbursement for professional service providers such as construction managers.
- (b) Exempt school districts from designing, constructing and financing road improvements as a condition for approval of a school construction or renovation project.
- (c) Provide school districts with the same options for school construction and/or renovation projects that are available to the private sector, including but not limited to, relief from the Davis-Bacon Act, Prevailing Wage Act and Separations Act, and the opportunity for school districts to contract with a single firm, after competitive bidding, to design and build school facilities.

2.4 Safety, Discipline Issues

School districts must provide safe and supportive school environments for their students. The state should provide schools with annual funding, assistance and flexible options that make the most sense for their communities in order to provide safe school environments. The state should not restrict the authority of school boards in establishing and enforcing student disciplinary policies.

School boards call on the state to:

- (a) Increase state reimbursement to school districts for construction, equipment and training costs related to school safety, and provide prospective and retroactive funding for the remediation of environmental hazards.
- (b) Clarify the authority of school boards to discipline students for distribution, possession, or use of drugs and/or alcohol or other misconduct, at any time, on school property or at any school-sponsored activity.
- (c) Give school boards the authority to honor and enforce or to modify the expulsion of a student who has transferred from another public or private school.
- (d) Provide sustained resources for local school programs that are critical to enhancing school safety such as school counseling, mental health services, emergency preparedness and response training.

2.5 Education-Related Mandates

The state should be required to provide full and timely funding of all state-imposed mandates for school districts, intermediate units and career and technical schools, especially when they exceed federal requirements. In addition, the state should require a periodic and systemic review of state mandates affecting school districts, intermediate units and career and technical schools, sunseting those mandates that are unproven to enhance administrative or academic operations and providing for full funding of mandates that are continued. The state should permit school districts, intermediate units and career and technical schools, to suspend or waive implementation of state laws and regulations to allow flexible, effective, efficient operations and improvements in instructional programming to maximize student achievement.

2.5.1 Mandate Relief

School districts are required to implement certain state mandates relating to the delivery of instruction, curriculum, safety and security, operations, and fiscal management without the projected costs for implementation or a Pennsylvania line item budget allocation to offset the cost of implementing a mandate. School boards call on the state to recognize, support and adequately fund state mandates by requiring the Independent Fiscal Office to include the approximate cost for implementation of a mandate with a related line item in the education budget to help defray the costs of implementation.

2.6 Mental and Emotional Health of Students

Students' mental and emotional health impact their ability to learn, the safety and security of our schools, the classroom environment for all students, and the work environment for teachers and staff.

School boards call on the state to recognize, support and adequately fund efforts to promote the mental and emotional health of [all](#) students by:

- (a) Supporting initiatives that promote students' mental and emotional health.
- (b) Recognizing the mental and emotional impact of state-mandated testing on all students.
- (c) Providing research and guidance regarding the appropriate number and type of mental health providers to adequately serve [all](#) students' needs including but not limited to social workers, counselors and psychologists.
- (d) Allocating sustained substantial resources for [all](#) students' mental and emotional health.
- (e) Providing mechanisms to support positive school climate and culture.

(Continued on next page.)

Platform Committee rationale: The amendments are intended to clarify and emphasize the importance in providing support and resources to schools in addressing the various mental health needs and experiences of all of their students.

Core Legislative Principle 3

Support for Increased Equity and Accountability

PSBA believes that a well-aligned public education system requires consistent standards of accountability and performance in order to raise student achievement. Within that system, all public school entities should be expected to raise student achievement and close achievement gaps. They should be able to demonstrate how their programs meet the needs of all of their students.

PSBA supports high-quality educational options within the public school system. PSBA believes that *all schools or educational management organizations (EMOs) receiving public funds must meet the same financial, academic and ethical accountability standards*. PSBA also believes that state funding for traditional public schools must not be diminished or reduced by funding mechanisms for school choice programs.

Charter schools operate under separate rules, creating disparity and inequity within the system. The state must enact comprehensive and meaningful reforms to the law to address areas of charter school operations, funding, transparency and accountability. The state should ensure that all legislative and Pennsylvania Department of Education directives and mandates apply to all local education agencies, including but not limited to public school districts, charter schools and cyber charter schools.

The state should support the repeal of Act 85 of 2012. If repeal is not possible, in the interest of fairness and equity, Act 85 must apply to all publicly-funded schools and be amended to use growth measures and other school performance measures as currently under development with the new Future Ready PA Index.

Supporting Concepts for Core Legislative Principle 3

All public school entities should be equally accountable for meeting statutory and regulatory requirements in order to ensure equal and equitable opportunity for students and accountability to taxpayers. PSBA supports financially viable parental options within the public school system and believes that constitutional restraints must be upheld and that choice programs should not impose financial hardships on taxpayers. Commonwealth funding should be provided to support the costs of public school choice initiatives, only after the state fulfills its commitment to adequately and equitably fund public schools.

The state should not provide direct financial aid, tuition tax credits or vouchers to benefit students enrolled in nonpublic schools or that would divert or condition funding from existing federal and state programs. Any institution, or educational management organization (EMO) that receives public funds, tax credits or vouchers, including the Educational Improvement Tax Credit program, should be subject to the same state fiscal and academic accountability requirements as public school entities.

Any student that receives public funds for educational purposes should be required to take the PSSA and/or other state assessments.

These requirements include audits and the collection of data on the use of funds for administrative and program expenditures, student achievement and socioeconomic characteristics of scholarship students.

3.1.1 Charter School Reform

The state must amend the law to: allow school boards to operate charter schools; ensure that transportation of charter school students is governed by local school board policy; require that any proposed charter school with significant enrollment from more than one district be organized as a regional charter school; and ensure access to all charter school records by any district with children enrolled in the school. A school district's per-student payment to charter schools should not exceed the district of residence's instructional cost per student enrolled in the district.

PSBA supports the calculation of a standard tuition rate for each charter school that aligns to statewide or regional cost norms by category. This process may use the same tuition calculation prepared for all public schools for non-resident tuition and shall not exceed the actual cost of educational services provided to each child. Any surplus remaining in any fiscal year shall be returned to sending school districts.

The state should:

- (a) Require charter schools and educational management organizations (EMOs) to be subject to the same laws and regulations that all public schools must follow, including the same financial, academic and ethical accountability standards as school districts.
- (b) Reduce or eliminate the financial burden of charter school costs on local school districts, including proposals that reform regular and special education funding, considering the actual per student educational expenditures of the charter school. Charter schools should be permitted to return excess funds to sending school districts.
- (c) Extend the timeframe for school districts to appropriately determine and challenge a student's residency.
- (d) Require high standards of charter authorizer performance and accountability, prevent applicants from forum shopping, ensure funding for quality oversight by authorizers, and require rigorous application, monitoring, renewal and revocation processes that examine the management, operations, enrollment, and academic performance of charter school entities.
- (e) Require authorizers to revoke or deny renewal for failing charters.
- (f) Prevent any person or enterprise from sitting on more than one governing or managing body of a charter school.
- ~~(g) Ensure that district offered online learning in any specific grade level of its curriculum receives priority and that students of that district who enroll in any cyber charter school other than the local district's would do so at the parents' expense.~~

Platform Committee Rationale: The item is proposed to be deleted because the committee believes that the platform should focus on the quality of online programs provided rather than potentially penalizing parents.

- (h) Require more rigorous enforcement and penalties to all public entities including charter schools, cyber charter schools, owners, operators and managers/EMOs that fail to comply with the Commonwealth of Pennsylvania's Open Records Law.
- (i) Allow school boards to set enrollment caps on charter schools.
- (j) Adopt a funding structure for cyber charter schools. A set fee should be established for both regular education and special education students regardless of the student's home district.
- (k) Place a moratorium on the creation or expansion of brick-and-mortar and cyber charter schools.
- (l) In light of the COVID-19 pandemic, implement a moratorium on increases in brick-and-mortar and cyber charter school enrollments and costs.

3.1.2 Charter School Reform

The state should not:

- (a) Require school districts to make payments to a charter school for early childhood and kindergarten programs that a student's district of residence does not offer.
- (b) Expand the list of charter school authorizers beyond local school boards.
- (c) Impose a direct pay system on school districts to charter schools.

3.1.3 Investment in Educational Equity

PSBA believes that all of our students deserve access to an education that is relevant to their personal lives and experience; and that it is our responsibility as educators to seek to understand the uniqueness of each student, and how their life experiences may differ from our own.

In the diverse world they will soon be entering, it is necessary that we create opportunities for our students to develop an understanding and an appreciation of the diversity of the human experience, how those experiences influence our perspective, and to embrace and value those differences.

In order to create schools and classrooms in which every student feels respected and valued, each school district should engage with their community in developing a curriculum and a comprehensive plan that recognizes the diversity both within and beyond their community, and that accurately reflects the contributions that many people have made.

In order to develop into knowledgeable and civically engaged students, capable of positively impacting their community, PSBA believes that every student receiving a public education in Pennsylvania needs and deserves to be taught a curriculum reflective of our nation's history, and to recognize how decisions that have been made over the course of our history impact present experiences; for example, as they apply to our financial, criminal justice, health care and education systems.

Core Legislative Principle 4 Secure Adequate and Equitable Funding

The responsibility for control and support of public schools is legally vested in the General Assembly but in a large measure the operation is delegated to local school boards who should strive to improve the educational opportunities of children, youth and adults; to use school tax dollars efficiently; and to distribute burdens of school support equitably. Financial support from the commonwealth to its local school districts should be designed to equalize educational opportunities and to sustain a steadily improving foundation of education.

Supporting Concepts for Core Legislative Principle 4

The students of the Commonwealth are best served by a public education system that is adequately and equitably funded.

4.1 Funding Formula

Pennsylvania must support a significant and continued financial investment for school districts that is distributed using the fair and predictable and equitable funding formula established under Act 35 of 2016 that provides districts with the greatest flexibility to use their resources. In order to ensure that all students receive an equitable amount of funding, proportionate to student needs and inability to rely on a local tax base, thus closing the gap between high-wealth and low-wealth school districts, the state should immediately put into place a sufficient funding mechanism to provide a quality and equitable public education for every student in the commonwealth.

4.2 Use of Local Taxes

School districts must have the greatest flexibility in providing their local financial contribution to this effort, including a variety of local taxes and the development of available funding bases that are suitable to each school district's economic capabilities and conditions that exist locally. The state must continue to enable the utilization of a proper mix of local taxes for public education, as determined appropriate by each school district.

4.3 Property Tax Issues

School boards call on the state to:

- (a) Expand eligibility for special state funding for school districts adversely affected by a substantial reduction in assessed valuation, market value or loss of revenue through bankruptcy, federal land ownership or reassessment, providing those districts' current millage rates meet or exceeds the state average equivalent millage rate.
- (b) Require emergency state funding to be available for districts that experience a loss of local real estate tax revenue equal to, or more than, 3%.
- (c) Provide state funds to school districts that have realized a loss in property tax revenue as a result of the preferential assessment of certain farm and forest lands defined under Act 319 of 1974 ("Clean and Green Act").
- (d) Require the state to provide replacement revenue to school districts in the full amount of property taxes not received as a result of any tax exemption granted by state law.
- (e) Permit state payments in lieu of taxes for natural resources taken from state forests.
- (f) Require payments to local jurisdictions for all state-owned lands that are leased to private interests or are no longer actively utilized for governmental purposes.

4.4.1 Taxing Authority

School boards call on the state to:

- (a) Oppose legislation that would expand charitable exemptions.
- (b) Amend county assessment laws to overturn the 2002 Pennsylvania Supreme Court decision in *Independent Oil and Gas Association vs. Fayette County* so that political subdivisions will be permitted to tax the extraction of natural gas, oil and other mineral interests.
- (c) Establish and require counties to: 1) maintain a uniform statewide ratio of assessed value to market value; 2) require uniform assessment and appeal practices; and 3) regularly reassess real estate at no cost to school districts.
- (d) Abolish the requirement for school districts to use elected property tax collectors, permit centralized collection for property taxes levied and allow regional tax collection with districts having a voice in the appointing and management of the tax collector.
- (e) Protect a school district's right to utilize the services of entities other than the local county tax claims office for collection of delinquent real estate taxes and eliminate the need for school districts to pay any commission or fee to the County Tax Claim Bureau.
- (f) Authorize school districts to levy impact fees or taxes on the development of residential property to offset incremental costs.
- (g) Restore and expand the exceptions to the back-end referendum requirements of Act 25 of 2011.

4.4.2 Taxing Authority

The state should not enact changes that would:

- (a) Reduce the ability of a school district to collect revenue from any tax it currently levies without providing a replacement source of revenue.
- (b) Require school districts to offer tax exemptions, deductions, abatements or credits to residents or businesses located within a designated area.
- (c) Diminish or eliminate the right of school districts to appeal the value of real estate property.

4.5 Transportation Funding Issues

School boards call on the state to:

- (a) Provide periodic increases in reimbursement for transportation costs and vehicle depreciation, and reimbursement of costs incurred in the modification of school vehicles and mandatory drivers' requirements to comply with state and federal regulations. Reimbursement should occur at the same rate as for subcontracted services. The state should also provide funding in the pupil transportation subsidy for transportation of special needs students requiring adapted vehicles, equipment and personnel, sustaining an additional supplemental formula in the same manner as the non-public and charter school subsidy.
- (b) Restrict the requirements for existing charter and nonpublic school transportation services (including a reduction in the 10-mile rule for transporting students to nonpublic and charter schools located beyond a district's border or across state lines) and provide relief from such transportation requirements unless all the actual costs involved are adequately funded.
- (c) Require that the nonpublic transportation 10-mile radius be calculated from the student's attendance area rather than the 10 miles outside the district boundaries by the nearest public highway.
- (d) Reduce the distance from a pupil's residence to the school for reimbursement purposes from the current 1-1/2 miles or more for elementary students and 2 miles or more for secondary students.
- (e) Provide reimbursement to school districts for their portion of the costs of providing traffic control personnel at dangerous intersections.
- (f) Change transportation requirements relating to nonpublic and charter schools so that school districts are not required to transport students on days the districts are not in session.
- (g) Re-evaluate and revise the state transportation reimbursement formula.
- (h) Change transportation requirements relating to nonpublic schools so that school districts are not required for transporting students to nonpublic schools.

4.6 Federal Funding Issues

PSBA will oppose any action to reduce federal funding, including Medicaid funding to schools that provide mandated medical services to students currently reimbursed through the School-Based Access Program.



PSBA

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