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**Derry Township School District
Board of Directors Meeting
August 9, 2021
Summary Minutes - III**

1. OPENING ITEMS

1.a. Call to Order

Minutes

The meeting was called to order by Ms. Drew at 7:06 p.m. The meeting was conducted both in-person and virtually.

1.b. Roll Call

Minutes

Members in Attendance: John Abel, Lindsay Drew, Judy Haverstick, Maria Memmi, Mike Rizzo, Lewis Shaw, Kathy Sicher, and Terry Singer

Members in Attendance Virtually: Donna Cronin

Members Absent: None

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

Solicitor: Dave Walker

Staff/Public in Attendance In-Person: Hayden Ali, Amanda Book, Cathi Burys, Mary Drabik, Michael Davies, Brian Goode, Jackie Henry, Sarah Karpel, Chadwick Libby, Joyce Libby, John Miller, Dorris Newlin, Ray Newlin, Kimberly Phillippy, Laura Phillippy, Jason Reifsnyder, Marty Stabley, and Dave Sweigert

Staff/Public in Attendance Virtually: Omaina Ali, Mark Anderson, Dara Babinski, Lisa Balanda, Mark Balanda, Elizabeth Bell, Carissa Bobenchik, Alicia Bohn, Elisa Bradley, Alison Brooks, Tracy Brown, Beth Campbell, Ann Marie Car, Scott Catalone, Jill Ceden, Julia Cin, Cait Clark, Steve Coulter, Melinda Curran, Kelly Curtin-Hallinan, Staci Daugherty, Michelle Davies, Alexandria DeCicco, Julie DeDonatis, Denise Dhawan, Ron Eckman, Kat English, Kelly English, Adam Foltz, Jena Funck, Rita Gardner, Josi George, Scott Alan Godoy, Timothy Golden, Julie Goolsby, Corry Groff, Nicole Haines, Scott Harman, Anna Heck, Amy Heisey, Colby Hollinger, Callie Howells, Angela Hulays, Tabitha Hummer, Jen Hynes, Cindy Jackson, Melissa Kaminski, Beth Kenney, Katy Knappman, Jessica Knowles, Lindsay Koch, Heather Krahling, Sandy Kray Blannett, Paul Kupprat, Traci Landry, Megan Lawall, Kristin Leiss, Amy Leonard, Junior Lewis, Cynthia Liu, Christopher Lohr, Katherine Mace, Sean Mace, Julie Mackneer, Jennifer McCall-Hosenfeld, Jill McGrorty, Nicole Milkovich, Kathleen Miller, Kristen Miranda, Megan Moffett, Erin Moran, Jana Nielson, Kristen Ober, Michelle O'Brien, Kim OConnell, Tracy Paoletti, Stephanie Patton, Laura Pavone, Laurie Petersen, Sandie Pharmer, Kelly Reigert, Jennifer Renz, Mark Rivas, Desiree Rodichok, Casie Ross, Cory Schaffer, Ericka

Schmidt, Lindsey Schmidt, Jennifer Shaffer, Stephanie Shaw, Laura Sheaffer, Angie Shipper, Deanna Slamans, Jaime Smith, Robert Smith, Stacy Stahl, Amy Starr, Heidi Stine, Angela Stover, Peggy Taylor, Janet Trautman, Jenny Uhl, Laurie Wade, Natasha Walizer, Christy Walker, Alex Walmer, Becky Wandzilak, Christine Weaber, Angela Weader, Lisa Wiedeman, Tanyanella Wilhelm, Jordan Yeagley, Dawn Yingling, Dana Youtz, Jonathan Zuck, and four by phone.

1.c. Flag Salute

1.d. Approval of Board of Directors Agenda

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

Minutes

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

Vote Results

Yea: 9 John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Michael Rizzo, Lewis Shaw, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 0

2. INFORMATIONAL AND PROPOSALS

2.a. President Communications

Minutes

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

- Matters of Personnel
- Safety

2.b. Recognition of Citizens (Agenda Items)

This is an opportunity for residents and taxpayers to address the Board on matters related to the agenda. Those who speak, if present, are asked to come to the microphone and state your name and address for the record. Those who are attending virtually, are asked to raise your virtual hand. In order to be recognized, you must have your first and last name typed into the live stream registration. Once recognized and un-muted, please state your name and address for the record. 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. This portion of the Board Meeting is for comments to the Board and is not a question and answer period. Those wishing to present private concerns or questions needing follow-up outside of the Board meeting may go to the District web site and submit a community correspondence.

Minutes

The following citizens were recognized by the board:

- John Miller expressed a comment/question regarding 5.c.

2.c. Community Correspondence Report

Minutes

Ms. Karpel reported that there was a total of 50 submissions during the month of July.

2.d. 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 August 9, 2021 Board of Directors Summary Minutes
2. Presenter Contract - Moritz Consulting
3. Proposed Stipulation Agreement

3. UNFINISHED BUSINESS

4. CONSENT AGENDA ITEMS

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

Minutes

Following a motion by Mrs. Memmi and a second by Dr. Cronin the Consent Agenda items were approved.

Vote Results

Yea: 9 John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Michael Rizzo, Lewis Shaw, Kathy Sicher, Terry Singer
Nay: 0

Abstain: 0
Not Cast: 0

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

4.b. Request for the Use of School Facilities

The Administration recommends the approval of the following Request for the Use of School Facilities. This approval is contingent upon Government regulations/restrictions regarding gatherings/meetings at the time of the event as a result of COVID-19:

Group:	Derry Township Parks & Recreation
Date/Time:	Friday, November 5, 2021 3:15 p.m. to 6:30 p.m. (set up)
	Saturday, November 6, 2021 5:30 a.m. - 5:30 p.m.
Requested Facility:	High School Cafeteria, LGI, Hallways & Restrooms
Event:	Annual Winter Arts & Crafts Show
	Food Service staff - hourly HESPA rate
Fee:	Custodian - \$44.09 per hour/per custodian (2)
	approximately \$1,234.52)

***Total does not include fees for Food Service staff**

5. NEW BUSINESS

5.a. Approval of Affiliation Agreement - Western Governors University

The Administration recommends the Board approve the affiliation agreement with Derry Township School District and Western Governors University effective August 9, 2021.

Minutes

Following a motion by Mrs. Memmi and a second by Dr. Cronin the affiliation agreement between Derry Township School District and Western Governors University, effective August 9, 2021, was approved.

Vote Results

Yea:	9	John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Michael Rizzo, Lewis Shaw, Kathy Sicher, Terry Singer
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.b. Approval of Affiliation Agreement - Albright College

The Administration recommends the Board approve the affiliation agreement with Derry Township School District and Albright College effective August 9, 2021.

Minutes

Following a motion by Mrs. Memmi and a second by Mrs. Sicher the affiliation agreement between Derry Township School District and Albright College, effective August 9, 2021, was approved.

Vote Results

Yea: 9 John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Michael Rizzo, Lewis Shaw, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 0

5.c. Fourth Amendment to Med Center Lease – Penn State Milton S. Hershey Medical Center

The Administration recommend the Board approve the Fourth Amendment to the lease with Penn State Milton S. Hershey Medical Center for lease of a portion of the Granada Property. Lease is effective November 1, 2021 through October 31, 2022.

Minutes

Following a motion by Mrs. Memmi and a second by Mrs. Sicher the Fourth Amendment to the lease with Penn State Milton S. Hershey Medical Center, was approved.

Vote Results

Yea: 9 John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Michael Rizzo, Lewis Shaw, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 0

5.d. Approval of 2021-2022 Bus Stops

The Administration recommends adopting the bus stop locations as indicated in the attached Trip-Stop Report for the 2021-2022 school year.

The Administration also requests authorization to change bus stops for the following reasons: safety, efficiency, and also due to the transportation of new students.

Minutes

Motion was made by Mrs. Sicher followed by a second by Mrs. Memmi. The bus stops for the 2021-22 school year were approved.

Vote Results

Yea: 9 John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Michael Rizzo, Lewis Shaw, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 0

5.e. Approval of Contract Agreement with River Rock Academy Incorporated

The Administration recommends the Board approve the contract for purchase of student services with River Rock Academy Incorporated for the 2021-2022 school year.

Minutes

Following a motion by Mrs. Memmi and a second by Dr. Cronin the Contract Agreement with River Rock Academy Incorporated was approved.

Vote Results

Yea: 9 John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Michael Rizzo, Lewis Shaw, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 0

5.f. Approval of Service Agreement with River Rock Academy Incorporated

The Administration recommends the Board approve the Act 48 Program Agreement for Services with River Rock Academy Incorporated for the 2021-2022 school year.

Minutes

Following a motion by Mrs. Sicher and a second by Mrs. Memmi the Service Agreement with River Rock Academy Incorporated was approved.

Vote Results

Yea: 9 John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Michael Rizzo, Lewis Shaw, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 0

5.g. Tuition Agreement

The Administration recommends the Tuition Reimbursement Agreement for Michael Montedoro.

Minutes

Following a motion by Mrs. Memmi and a second by Mrs. Sicher the Tuition Reimbursement Agreement with Michael Montedoro was approved.

Vote Results

Yea: 9 John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Michael Rizzo, Lewis Shaw, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 0

5.h. Personnel - Resignations

The Administration recommends the approval of the following resignations:

Professional:

Timko, Haley
Grade 2 Teacher
Primary Elementary
Long-Term Substitute
Reason: Personal
Effective: 08/03/2021 (retroactive)

Classified:

Klipa, Melissa
Cafeteria/Recess Aide
Primary Elementary School
Reason: Personal
Effective: 07/30/2021 (retroactive)

Yaremchak, Kimberly
Paraprofessional
Middle School
Reason: Personal
Effective: 08/20/2021

Limited Service Contract:

Hensel, Brendan
Assistant Varsity Golf Coach

Reason: Personal
Effective: 07/27/2021 (retroactive)

Ogle, Lori
SAT Fall Computer Supervisor 2 - HS
Reason: Personal
Effective 07/27/2021 (retroactive)

Yentsch, Joshua
Theatre Technical Lighting/Sound - HS
Reason: Personal
Effective: 08/02/2021 (retroactive)

Minutes

Following a motion by Mrs. Memmi and a second by Mrs. Sicher, the personnel - resignations were approved.

Vote Results

Yea: 9 John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Michael Rizzo, Lewis Shaw, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 0

5.i. Personnel - General

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

Professional:

McBride, Kathryn (replacing Natalie Lynch)
Special Education Teacher
Early Childhood Center
Long-Term Substitute
Bachelors, Step 1
Salary: \$54,306
Effective: 08/12/2021 through approximately 02/28/2022 (pending receipt of Act 168s)

Orzechowski, Philip (replacing Jessica Gustafson)
Mathematics Teacher
High School
Long-Term Substitute
Bachelors, Step 1
Salary: \$54,306

Effective: 08/23/2021 through the end of the 2021-2022 school year
(pending receipt of Act 168s and Act 24)

Classified:

Gamble, Janice (replacing Vincenza Licari)
Food Service Worker
High School
Level A, 5.0 hours per day
Salary: \$14.38 per hour
Effective: 08/10/2021

Gibble, Philip (replacing Nikki Rabuck)
Paraprofessional (Self-Contained Classroom)
High School
Level B, 6.5 hours per day
Salary: \$17.89 per hour
Effective: 08/10/2021

Lucas-Rusinko, Christine (New Position)
Food Service Worker
Elementary
Level A, 4.0 hours per day
Salary: \$14.38 per hour
Effective: 08/10/2021

Morris, Nancy (replacing Sarah Davis)
Cafeteria/Recess Aide
Primary Elementary School
Level A, 3.0 hours per day
Salary: \$15.06 per hour
Effective: 08/10/2021

Paz, Oscar (replacing Robert Yeingst)
Bus Driver
District-wide
Level A, 5.25 hours per day
Salary: \$20.59 per hour
Effective 08/10/2021

Schneier, Chanakarn (replacing Daniel Geib)
Bus Driver
District-wide
Level A, 5.25 hours per day
Salary: \$20.59 per hour
Effective: 08/10/2021

Stoney, Jodie (replacing Denise Grudi)
Paraprofessional
Early Childhood Center
Level A, 5.75 hours per day
Salary: \$17.89 per hour
Effective: 08/10/2021 (pending receipt of Act 168 form)

Wilkerson, Stephanie (replacing Walter Harmon)
Bus Driver
District-wide
Level A, 5.25 hours per day
Salary: \$20.59 per hour
Effective: 08/10/2021

Change in Hours for Classified Staff:

Harman, Scott*
Head Cook
Early Childhood Center
From: Level A, 5.75 hours per day
To: Full-time, 8.0 hours per day
Salary: \$21.98 per hour
Effective: 08/10/2021

Transfer of Classified:

Byers, Larry*
From: Bus Driver
District-wide
To: Substitute Bus Driver
District-wide
Salary: \$19.17 per hour
Effective: 08/10/2021

Kravets, Heather*
From: Food Service Worker
District-wide
To: Substitute Food Service Worker
District-wide
Salary: \$12.02 per hour
Effective: 07/28/2021 (retroactive)

Lin, Geraldine*
From: Paraprofessional
Middle School
To: Substitute Cafeteria/Recess Aide

Elementary
Salary: \$13.25 per hour
Effective: 08/10/2021

Limited Service Contract:

Cole, Amanda*
Head Middle School Girls' Basketball Coach
Group D, Step 5
Salary: \$3,737
Effective 08/10/2021

Cook, Josette
Assistant Varsity Field Hockey Coach
Group D, Step 7
Salary: \$4,152
Effective: 08/10/2021

Farrell, Joseph*
Assistant Varsity Golf Coach
Group G, Step 7
Salary: \$2,372
Effective: 08/10/2021

Hensel, Brendan*
Head Varsity Golf Coach
Group E Step 9
Salary: \$3,915
Effective: 08/10/2021

Smith, Hudson
Marching Band Percussion Instructor - HS
Group H, Step 1
Salary: \$1,245
Effective: 08/10/2021

Teklits, Joseph
Assistant Middle School Football Coach
Group F, Step 15
Salary: \$4,151
Effective: 08/10/2021

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

Slater, Kathryn*
Grade 5 Teacher

Intermediate Elementary School
Uncompensated Leave
Effective: approximately 10/12/2021 through approximately
12/07/2021

Minutes

Following a motion by Mrs. Sicher and a second by Mrs. Memmi, the personnel - general items were approved and transfers were recognized.

Vote Results

Yea: 9 John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Michael Rizzo, Lewis Shaw, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 0

6. DELEGATE REPORTS

6.a. PSBA

Minutes

Ms. Drew noted the PSBA report was attached.

7. SPECIAL REPORTS

7.a. Board Members' Report

Minutes

None of the board members had a report to share.

7.b. Superintendent's Report

Minutes

Mrs. Winslow gave a report that included the following:

- Gratitude for the Pandemic Team for their time and work. Primary objective to keep students in school with minimal disruption.
- Potential adjustment to Health and Safety Plan to reflect K-12 indoor masking to begin the school year.
- With universal masking we do not have to contact trace, this helps keep students in their classrooms.

7.c. Board President's Report

Minutes

Ms. Drew announced a special board meeting this Thursday, August 12, 2021 at 6:00 p.m. for the board to vote on the revised Health and Safety Plan.

8. RECOGNITION OF CITIZENS

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

Minutes

The following citizens were recognized by the board:

- John Miller, Chad Libby, Joyce Libby, Cathi Burys, Jackie Henry, Brian Goode, Amanda Book, Laurie Petersen, Michelle Davies, Mary Smith, Megan Moffett, Deanna Slamans, Kim OConnell, Angela Weader spoke to masks being optional.
- Kim Phillippy, Julie Goolsby, Ron Eckman, Sean Mace, Timothy Golden, Jonathan Zuck, and Jennifer Renz spoke to the potential Health and Safety plan revision.

9. ADJOURNMENT

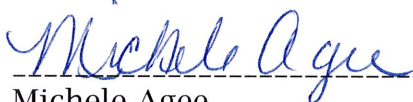
Minutes

The meeting was adjourned at 8:35 p.m. following a motion by Mrs. Memmi and seconded by Mrs. Haverstick.

Vote Results

Yea:	9	John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Michael Rizzo, Lewis Shaw, Kathy Sicher, Terry Singer
Nay:	0	
Abstain:	0	
Not Cast:	0	

Respectfully submitted,



Michele Agee
Secretary to the Board
Approved August 23, 2021



Lindsay Drew
Board President

Derry Township School District

School Board Meeting

August 9, 2021

Please Sign In AND Print Your Name

<p><i>Signature</i></p> <p><i>Daniel B Tredinnick</i></p>	<p><i>Printed Name</i></p> <p>Dan Tredinnick</p>
<p><i>Signature</i></p> <p><i>M/G</i></p>	<p><i>Printed Name</i></p> <p>Michael Davies</p>
<p><i>Signature</i></p> <p><i>Kimberly K. Phillippy</i></p>	<p><i>Printed Name</i></p> <p>Kimberly K. Phillippy</p>
<p><i>Signature</i></p> <p><i>Laura E. Phillippy</i></p>	<p><i>Printed Name</i></p> <p>Laura Phillippy</p>
<p><i>Signature</i></p> <p><i>Cathi Bury</i></p>	<p><i>Printed Name</i></p> <p>Cathi Bury</p>
<p><i>Signature</i></p> <p><i>Jackie Henry</i></p>	<p><i>Printed Name</i></p> <p>JACKIE HENRY</p>
<p><i>Signature</i></p> <p><i>[Signature]</i></p>	<p><i>Printed Name</i></p> <p>Ray Newlin</p>
<p><i>Signature</i></p> <p><i>Dorcas ML</i></p>	<p><i>Printed Name</i></p> <p>Dorcas Newlin</p>
<p><i>Signature</i></p> <p><i>Marty Stabley</i></p>	<p><i>Printed Name</i></p> <p>Marty Stabley</p>
<p><i>Signature</i></p> <p><i>[Signature]</i></p>	<p><i>Printed Name</i></p> <p>John Miller</p>
<p><i>Signature</i></p> <p><i>Amanda Lee Book</i></p>	<p><i>Printed Name</i></p> <p>Amanda Book</p>
<p><i>Signature</i></p> <p><i>Chadwick J. Libby</i></p>	<p><i>Printed Name</i></p> <p>Chadwick J. Libby</p>
<p><i>Signature</i></p> <p><i>Mary Drabik</i></p>	<p><i>Printed Name</i></p> <p>Mary Drabik</p>
<p><i>Signature</i></p>	<p><i>Printed Name</i></p>
<p><i>Signature</i></p>	<p><i>Printed Name</i></p>

Derry Township School District
School Board Meeting
August 9, 2021

Printed Name _____

Dan Tredinnick

Printed Name _____

Joyce Libby
Printed Name

Printed Name _____

Brian Cooper

Printed Name _____

Hayden Al-

Printed Name _____

Printed Name _____

Printed Name _____

Printed Name _____

Printed Name

Printed Name

Printed Name _____

Printed Name

Printed Name

Printed Name

Printed Name _____

Printed Name _____

Board Meeting Virtual Attendance, August 9, 2021

Omaima Ali	Amy Heisey	Laurie Petersen
Mark Anderson	Colby Hollinger	Sandie Pharmed
Dara Babinski	Callie Howells	Kelly Reigert
Lisa Balanda	Angela Hulays	Jennifer Renz
Mark Balanda	Tabitha Hummer	Mark Rivas
Elizabeth Bell	Jen Hynes	Desiree Rodichok
Carissa Bobenchik	Cindy Jackson	Casie Ross
Alicia Bohn	Meliss Kaminski	Cory Schaffer
Elisa Bradley	Beth Kenney	Ericka Schmidt
Alison Brooks	Katy Knappman	Lindsey Schmidt
Tracy Brown	Jessica Knowles	Jennifer Shaffer
Beth Campbell	Lindsay Koch	Stephanie Shaw
Ann Marie Car	Heather Krahling	Laura Sheaffer
Scott Catalone	Sandy Kray Blannett	Angie Shipper
Jill Ceden	Paul Kupprat	Deanna Slamans
Julia Cin	Traci Landry	Jaime Smith
Cait Clark	Megan Lawall	Robert Smith
Steve Coulter	Kristin Leiss	Stacy Stahl
Melinda Curran	Amy Leonard	Amy Starr
Kelly Curtin-Hallinan	Junior Lewis	Heidi Stine
Staci Daugherty	Cynthia Liu	Angela Stover
Michelle Davies	Christopher Lohr	Peggy Taylor
Alexandria DeCicco	Katherine Mace	Janet Trautman
Julie DeDonatis	Sean Mace	Jenny Uhl
Denise Dhawan	Julie Mackneer	Laurie Wade
Ron Eckman	Jennifer McCall-Hosenfeld	Natasha Walizer
Kat English	Jill McGrorty	Christy Walker
Kelly English	Nicole Milkovich	Alex Walmer
Adam Foltz	Kathleen Miller	Becky Wandzilak
Jena Funck	Kristen Miranda	Christine Weaber
Rita Gardner	Megan Moffett	Angela Weader
Josi George	Erin Moran	Lisa Wiedeman
Scott Alan Godoy	Jana Nielson	Tanyanella Wilhelm
Timothy Golden	Kristen Ober	Jordan Yeagley
Julie Goolsby	Michelle O'Brien	Dawn Yingling
Corry Groff	Kim OConnell	Dana Youtz
Nicole Haines	Tracy Paoletti	Jonathan Zuck
Scott Harman	Stephanie Patton	and four by phone.
Anna Heck	Laura Pavone	



Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

STUDENT TEACHING LETTER OF AGREEMENT

Tier 1: Primary Partner

This Student Teaching Letter of Agreement (the “Agreement”) is made between Western Governors University, a Utah nonprofit corporation (“WGU”), and Derry Township School District (the “District”), and is effective as of the date of the last signature below (“Effective Date”).

Thank you for working with WGU for the placement of student teachers. Our goal is to establish a relationship of collaboration that benefits your district/school and WGU Teacher Candidates, and that allows us to work together for continuous improvement. We look forward to working together for the benefit of your future educators.

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU), and the WGU Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP) and the Association for Advancing Quality in Educator Preparation (AAQEP). WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District’s background requirements.

Agreement

In consideration of the foregoing premises, the covenants and agreements set forth herein, and other good and valuable consideration, WGU and the District agree as follows:

A. Mutual Expectations

A Primary Partner is a district/school where WGU places Teacher Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Teacher Candidates, and to share accountability for Teacher Candidate outcomes. The school administrator and Cooperating Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each cohort. As used in this Section (A), except for “Primary Partner”, the capitalized terms have the meanings provided below, in Section (B).

B. Definitions

For the purposes of this Agreement, capitalized terms will have the following meanings:

1. “Teacher Candidate” refers to a student enrolled in a WGU program leading to an education credential.
2. “Cooperating Teacher” (or host teacher) refers to a District employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Cooperating Teacher may or may not be a Clinical Supervisor.
3. “Clinical Supervisor” refers to a present or former employee of District, retired educator, or any other individual meeting the criteria of “supervisor” established by WGU for this position, and engaged by WGU, to supervise a Teacher Candidate’s progress during a minimum of six (6) observations. WGU shall be responsible for the selection, assignment, training, and compensation of Clinical Supervisors. WGU welcomes nominations of Clinical Supervisors by the District/school.
4. “Preclinical Experience” refers to the active participation by a Teacher Candidate in a wide range of in-classroom experiences in order to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching. Students reflect on and document at least 75 hours of in-classroom observations (15 hours of which must involve direct engagement with students in a classroom) leading up to Student Teaching.

5. "Student Teaching" (or demonstration teaching) refers to the greater of the then-current WGU full-time and continuous requirement of 12 weeks (16 weeks for special education) or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all applicable WGU and State requirements.
6. "Field Experience" refers collectively to the Preclinical Experience and Student Teaching.

C. Cooperating Teacher Standards

The District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and classes of the District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

1. Holds a teaching credential or license for the subject area and/or grade level being taught;
2. Has a minimum of three (3) years of teaching experience, five (5) years preferred, with two (2) or more years teaching in the placement school and/or District, and have strong evaluations;
3. Evidence of positive impact on student learning in the classroom as demonstrated by ratings at or above effective when a state, district, or school provides such ratings;
4. Successfully and with positive impact mentored student teachers, colleagues, and/or other adults;
5. Competently uses technology for communicating via email and completing online evaluation forms; and
6. Consistently models the dispositions and ethical considerations expected of WGU Teacher Candidates:
 - a. Caring and considerate
 - b. Affirming of diversity and cross-culturally competent
 - c. Reflective practitioner
 - d. Equitable and fair
 - e. Committed to the belief that all students can learn
 - f. Collaborative
 - g. Technologically proficient
 - h. Professional leadership

D. WGU Responsibilities

WGU will:

1. Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experience.
2. Pay an honorarium per Teacher Candidate, either directly to the Cooperating Teacher (where permissible under District policies) or to the District, for the Cooperating Teacher's services. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training.
3. Require Teacher Candidates to have completed all background check(s) required by law and District policies, and as deemed acceptable to District, prior to participating in Field Experience activities.
4. Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.
5. Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.
6. Maintain an online site for support, resources, and training for Cooperating Teachers.

7. Facilitate a cohort seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

E. District Responsibilities

The District, or school administrator, will:

1. Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.
2. Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates.
3. Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises.
4. Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations.
5. Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience.
6. Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth.
7. Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.
8. Encourage Cooperating Teachers to participate in WGU's training, held for each cohort (Fall or Spring) when a new Teacher Candidate is assigned, to understand WGU's policies, processes, procedures, and how to mentor adult learners.
9. Encourage administrators and Cooperating Teachers to participate in WGU's Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.

F. Additional Terms

1. **Term.** This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement.
2. **Points of Contact.** Each party shall designate a point of contact between the parties for communication and coordination of Student Teaching. Contact information is set forth following the signature block.
3. **Notices.** All notices given under this Agreement shall be in writing and sent to the Points of Contact listed at the end of this Agreement. All notices shall be delivered by certified or registered mail (with all fees pre-paid and return receipt) facsimile, or e-mail transmission (in each case, with confirmation of transmission). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the notice has complied with the requirements of this Section.
4. **Education Records.**
 - a. District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WGU hereby designates District as a "school official" with a legitimate educational interest in such records.
 - b. WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates

or WGU employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law(s).

5. **Video Recordings.**

- a. During Student Teaching, Teacher Candidates complete a teacher performance assessment, which measures Teacher Candidate readiness to teach. A teacher performance assessment is designed for Teacher Candidates to submit real artifacts—lesson plans, video, and student work samples—to show the authenticity of the local teaching context and the way the Teacher Candidates respond to students when teaching in a real setting. In order to collect artifacts required for a teacher performance assessment, Teacher Candidates may be required to submit video recordings of themselves teaching in the classroom.
- b. Additionally, recordings provide WGU an avenue to evaluate the performance of Teacher Candidates, and the Teacher Candidates with opportunities to evaluate themselves, reflect, and improve their instruction.
- c. WGU provides the following guidelines to Teacher Candidates. District understands that Teacher Candidates are not employees or agents of WGU.
- d. *Teacher Candidate Guidelines*
 - i. Secure appropriate permission from the parents/guardians of your students and from adults who appear in the video recording.
 - ii. To protect confidentiality, remove your name and use pseudonyms or general references (e.g., "the district") for your state, school, district, and cooperating teacher. Mask or remove all names on any typed or written material (e.g., commentaries, lesson plans, student work samples) that could identify individuals or educator preparation programs. During video recording, use only the first names of students.
 - iii. You must follow appropriate protocol to submit recordings to WGU.
 - iv. You may not display the video publicly (e.g., personal websites, YouTube, Facebook).
 - v. You may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
 - vi. You must destroy all video recordings once the evaluation is complete, and provide evidence of destruction of recordings, upon request by the District.

5. **Right to Accept or Terminate a Placement.** The District, in its sole discretion, may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to the District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.

6. **Governing Law/Jurisdiction.** The Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to choice of law provisions. The state and Federal courts having jurisdiction over the District shall have exclusive jurisdiction over any dispute arising under or related to this Agreement.

7. **WGU Insurance.** WGU warrants and represents that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District's request, shall provide evidence of coverage satisfactory to the District. WGU shall maintain, at its sole expense, workers' compensation insurance for Teacher Candidate as required by law.

8. **Professional Liability Insurance.** Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with minimum limits of either: (i) \$1,000,000 per occurrence and \$3,000,000 annual

aggregate, or (ii) \$2,000,000 per occurrence and \$2,000,000 annual aggregate. Such policy shall remain in full force and effect for the duration of Field Experience in the District.

9. **Indemnification.** WGU shall hold harmless, defend and indemnify District and its elected and appointed governing board members, officers, employees, and agents from any and all losses, claims, damages (including costs and attorney's fees), or causes of action arising from any negligent or willful acts or omissions of WGU, its officers, employees, or Teacher Candidates incurred in the performance of this Agreement. To the extent allowed by law or District policies, District shall hold harmless, defend and indemnify WGU and its officers, employees, and agents from any and all losses, claims, damages (including costs and attorney's fees), or causes of action arising from the gross negligence or willful act of the District, its officers, employees, students, or agents incurred in the performance of this Agreement or in the unlawful refusal to accept a Teacher Candidate. Notwithstanding the foregoing or any other provision of this Agreement, nothing in this Agreement shall be deemed a direct or indirect waiver of or limitation to any sovereign or governmental immunity applicable to District, including, without limitation, under the Pennsylvania Political Subdivision Tort Claims Act.
10. **Status of Parties.** Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties. WGU acknowledges and agrees that WGU students placed within the District pursuant to this Agreement shall not receive compensation from the District, nor shall they be eligible to participate in any of the District's employee benefit plans or programs.
11. **Non-Discrimination.** Both parties agree to fully comply with all applicable non-discrimination laws of District's state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, veteran status, or any other basis protected by law.
12. **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and signed by both parties.
13. **No Third-Party Beneficiaries.** No Teacher Candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement.
14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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

WGU

By: Jennifer K. Doshier
Jennifer K. Doshier (Jul 27, 2021 15:28 CDT)

Title: Sr. Manager, Field Experience, Teachers College

Date: Jul 27, 2021

DISTRICT

By: [Signature]

Title: President

Date: 8/9/21

Point of Contact:

Email: fieldplacement@wgu.edu

Phone: 866-889-0132 (Option 1)

For notice purposes:

General Counsel

Western Governors University
4001 South 700 East, Suite 700
Salt Lake City, UT 84107-2533

Point of Contact:

Email: jreisnyder@hershey.k12.pa.us

Phone: 717-534-2501

For notice purposes:

Jason Reisnyder
Derry Township School District
PO Box 898
Hershey PA 17033






Derry Township School District - Hershey PA Tier 1 Agreement Custom

Final Audit Report

2021-07-27

Created:	2021-07-27
By:	Terry Miller (terry.miller@wgu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAANx6BRDZndj7Ro6VBuhkQbrGLmjixHMI

"Derry Township School District - Hershey PA Tier 1 Agreement Custom" History

-  Document created by Terry Miller (terry.miller@wgu.edu)
2021-07-27 - 8:24:23 PM GMT- IP address: 73.20.57.215
-  Document emailed to Jennifer K. Doshier (jennifer.doshier@wgu.edu) for signature
2021-07-27 - 8:24:59 PM GMT
-  Email viewed by Jennifer K. Doshier (jennifer.doshier@wgu.edu)
2021-07-27 - 8:28:13 PM GMT- IP address: 104.143.198.183
-  Document e-signed by Jennifer K. Doshier (jennifer.doshier@wgu.edu)
Signature Date: 2021-07-27 - 8:28:41 PM GMT - Time Source: server- IP address: 75.105.235.74
-  Agreement completed.
2021-07-27 - 8:28:41 PM GMT

AFFILIATION AGREEMENT BETWEEN ALBRIGHT COLLEGE and DERRY TOWNSHIP SCHOOL DISTRICT

This Affiliation Agreement ("Agreement") is made this 9th day of August, 2021 (the "Effective Date") by and between **ALBRIGHT COLLEGE**, a Pennsylvania non-profit corporation (the "College"), and **DERRY TOWNSHIP SCHOOL DISTRICT** (the "District").

In consideration of the promises, terms, and conditions set forth herein, and other good and valuable consideration, the College and the District agree as follows:

1. DUTIES AND RESPONSIBILITIES OF THE COLLEGE

- a. Selection of Students.* The College shall be responsible for the selection of qualified College students ("Students") to participate in a practicum or student teaching experience. Selected Students must have the appropriate educational background and skills consistent with the contemplated practicum or student teaching experience with the District.
- b. Education of Students.* The College shall assume full responsibility for the classroom and classroom education of its Students. The College shall be responsible for the administration of the program, the curriculum content, and the requirements of matriculation, grading and graduation.
- c. Submission of Candidates.* The College shall submit the names of the Students to the District or a designated representative at least 2 weeks prior to the practicum assignment or student teaching.
- d. Advising Students of Rights and Responsibilities.* The College will be responsible for advising Students of their responsibilities related to participation in a practicum or student teaching assignment within the District. The Students shall be advised of their obligations to abide by District policies and procedures, as amended from time to time. The Students shall be advised that failure to abide by any District policy and/or procedure may result in expulsion from the program.
- e. Supervision of Students.* In cases of Methods students and Student Teachers, the College shall assign a college supervisor to act as a liaison among the Student, cooperating District teacher, and the College. College Supervisors will visit the District site and observe the Students during scheduled visits. Specific responsibilities will be outlined in Methods and Student Teaching handbooks. Handbooks will be provided to cooperating District teachers prior to a practicum and/or student teaching experience.

- f. Professional Liability Insurance.* The College shall maintain in full force and effect, at its sole expense, for the duration of a practicum or student teaching assignment, written by carriers acceptable to the District, and which name the District as an additional insured, commercial liability insurance policies insuring against personal injury and property damage caused by the College and/or any Student arising out of its performance under this Agreement, with minimum coverage amounts of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- g. PA Criminal History Check, Child Abuse Clearance, FBI Criminal Record Check and TB Test.* Prior to commencement of any field placements and/or student teaching assignments, the College shall require all participating Students to obtain the certifications required under all Pennsylvania criminal history background check and child abuse laws applicable to the District, including but not limited to FBI Clearance and Fingerprint Check, Act 34 Clearance, Act 151 Child Abuse History Clearance, as well as evidence of a negative result from a valid Tuberculosis (TB) test. All clearances must be less than one (1) year old. The failure to obtain such certifications shall result in the participating Student's exclusion from the District.

II. DUTIES AND RESPONSIBILITIES OF THE SCHOOL DISTRICT

- a. Establishment: of Practicum or Student Teaching.* The District authorizes the use of its facilities as may be agreed upon by the District and the College as a practicum or student teaching center. This practicum or student teaching is for students enrolled in the College's Education Certification.
- b. Policies of School District.* The College will review with each Student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the experience. Prior to the practicum assignment or student teaching, the District will provide the College or Student with applicable policies and procedures to which Students are expected to adhere.
- c. Administration.* The District will have sole authority and control over all aspects of its student services. The District will be responsible for and retain control over the organization, and operation of its programs.
- d. Supervision of Students.* The District shall provide a cooperating teacher who will supervise student activities during practicum visit or student teaching. Cooperating teachers mentoring College Student teachers shall be tenured and have a minimum of 3 years of instruction within the District. Cooperating teachers mentoring College junior-level methods Students shall be tenured and have a minimum of 1 year of instruction within the District. Cooperating teachers of Students shall collaborate with College-assigned supervisors regarding the College Students' practicum / student teaching experience.
- e. Eligibility Requirements.* Each cooperating teacher selected to supervise the Student teacher shall hold a current Pennsylvania certificate in the subject area/grade level to which the Student teacher is assigned. The cooperating teacher will have a minimum of three (3) years of full-time teaching experience and in his/her current assignment in a school district for a minimum of one year.
- f. Reporting Student Progress.* The District shall provide all reasonable information requested by the College on a Student's work performance. If there are any Student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the College and the District.

- g. Student Records.* The School District shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act. (FERPA) and shall release no information absent written consent of the student unless otherwise permitted to do so by law or as dictated by the terms of this Agreement.
- h. Removal of Students.* The District shall retain the right, in its sole discretion, to remove any Student from any District premises. Participating Students shall be instructed by the College to promptly and without protest leave an area whenever they are requested to do so by an authorized District representative. Should the District become dissatisfied with the performance of a participating Student, in its sole discretion, the District may terminate its relationship with participating Student and/or remove the Student from the assignment/placement. If such a removal occurs, the District should notify the College as soon as reasonably practicable.

III. MUTUAL TERMS AND CONDITIONS

- a. Number of Participating Students.* The parties will mutually agree upon the number of Students that shall be assigned to the District for this practicum or student teaching experience.
- b. Term of Agreement.* The term of this Agreement shall be five (5) years from the Effective Date. This Agreement may not exceed a period of 5 years.
- c. Termination of Agreement.* The College or the District may terminate this Agreement for any reason with ninety (90) days advance written notice.
- d. Nondiscrimination* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- e. Interpretation of the Agreement.* This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Any suit, action, or resolution of any dispute arising from this Agreement shall be in a federal or state court serving Dauphin County, Pennsylvania. *Notices.* Notices under this Agreement shall be mailed or delivered to the parties as stipulated:

The College
Karen Rieker
Field Placement Coordinator
1621 N 13th St, Reading, PA 19604
krieker@albright.edu

The District
Jason Reifsnyder
Assistant to the Superintendent
30 East Granada Ave, Hershey, PA 17033
jreifsnyder@hershey.k12.pa.us

- f. Modification of Agreement.* This Agreement may be modified or amended only by written amendment signed by all parties.
- g. Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this Agreement to each other

shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors. Participating Students are not employees of the District. To the extent allowed under state law, neither the District nor College are required hereunder to provide unemployment or workers' compensation coverage for the Students participating in the educational experience. Should it be determined through any administrative agency or court proceeding that an obligation exists for the District or College to provide either unemployment or workers' compensation coverage for Students, the College agrees that it shall be the entity responsible for providing such coverage at its sole cost and expense. The College acknowledges that nothing in this Agreement shall be construed to confer any right upon the College or personnel to participate in, control, or direct operations of the District.

- h. Liability.* Nothing in this Agreement shall be deemed a direct or indirect waiver of or limitation to any sovereign or governmental immunity, in any respect, applicable to the District (including, without limitation, under the Pennsylvania Political Subdivision Tort Claims Act) or impose liability, directly or indirectly, on the District from which it would otherwise be immune under applicable law.
- i. Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understanding or promises exist in regards to this relationship.

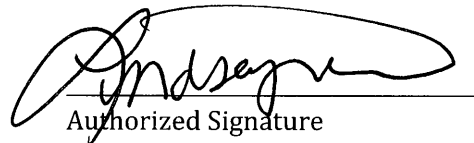
IN **WITNESS WHEREOF**, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Albright College

Derry Township School District

Karen E.H. Rieker

Authorized Signature


Authorized Signature

Karen E.H. Rieker

Field Placement Coordinator

Print Name/Title

Lindsay Drew

School Board President

Print Name/Title

August 9, 2021

Date

August 9, 2021

Date

FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment to Lease Agreement (Fourth Amendment) is made by and between Derry Township School District with an address of 30A East Granada Avenue, Hershey, PA 17033 ("Landlord") and The Milton S. Hershey Medical Center with an address of 500 University Drive, Hershey, PA 17033 ("Tenant").

BACKGROUND

WHEREAS, Room One Corporation as the then Landlord and Tenant entered into a Lease Agreement dated April 6, 2005 (Lease Agreement) for the lease of Premises located at 44 E. Granada Avenue (formerly designated as 30 E. Granada Avenue), Hershey, Derry Township, Dauphin County, Pennsylvania.

WHEREAS, the Lease Agreement was subsequently amended by a First Amendment to Lease Agreement dated June 30, 2005.

WHEREAS, the Lease Agreement was subsequently amended by a Second Amendment to Lease Agreement dated July 12, 2007.

WHEREAS, the Lease Agreement was subsequently amended by a Third Amendment to Lease Agreement dated March 12, 2014.

WHEREAS, Room One Corporation's interest as Landlord in the Lease Agreement was assigned by Room One Corporation to Derry Township School District on November 1, 2015.

NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Effective Date. This Fourth Amendment to Lease Agreement shall be effective upon execution.
2. Premises. The term "Premises" shall mean that space situated at 44 E. Granada Avenue, Hershey, Derry Township, Dauphin County, Pennsylvania, containing approximately 51,500 rentable square feet.
3. Term of Lease. Section 1.01 of Lease Agreement is hereby amended as follows: The Term of this Lease Agreement shall be extended for an additional year and which shall commence on November 1, 2021 and end at midnight on October 31, 2022 ("Extended Lease Term").
4. Annual Rent. Section 2.01 of Lease Agreement is hereby amended as follows: For the Extended Lease Term Tenant shall pay to Landlord Annual Rent of \$386,250.00 (\$7.50/RSF) in twelve (12) equal monthly payments of \$32,187.50 beginning on the first day of the Extended Lease Term.
5. Expense Rent. There shall be no change to the current annual Expense Rent of \$540,750.00 (\$10.50/RSF) to be paid in equal monthly installments of \$45,062.50 beginning on the first day of the Extended Lease Term.

6. Force Majeure. Section 19.07 of Lease Agreement is hereby amended in its entirety as follows: If either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of war, fire or other casualty, an act of God, strike, lock-out, labor trouble, shortage of materials or equipment or inability to procure same, failure of power, restrictive governmental laws or regulations, riot, insurrection, or other causes beyond the control of the party delayed, then performance of such act shall be excused for the period of such delay. These occurrences shall not excuse Tenant from the timely rendering of rent or any other charges required to be paid by Tenant under this Lease Agreement. In the event of a pandemic or other national or state emergency and Landlord needs to use all or a portion of the Premises, Landlord may use such space in the Premises as needed and in such case, the Rent will be abated to the extent and term of the taking by Landlord.

Except as expressly modified by this Fourth Amendment, all other terms and conditions of the Lease Agreement not herein amended shall remain the same and in full force and effect and is ratified and confirmed by both parties.

This Fourth Amendment shall be binding upon Landlord and Tenant, their respective successors and assigns (but this provision shall not be deemed permission to Tenant to assign this Lease Agreement, except as hereinabove provided).

IN WITNESS THEREOF, each intending to be legally bound hereby, the parties have executed this Fourth Amendment the day on which the last signatory hereto shall have fully executed this Lease Agreement.

WITNESS:

Michelle Ague

LANDLORD:

DERRY TOWNSHIP SCHOOL DISTRICT

By: [Signature]

Name: Lindsay Drew

Title: President

Date: 8/9/21

WITNESS:

Karla Snyder

TENANT:

THE MILTON S. HERSHEY MEDICAL CENTER

By: [Signature]

Name: Julie Nickell

Title: VP+CFO

Date: 8/3/21

TRIP STOP REPORT

2021-2022 SCHOOL YEAR

890 Hill Church Rd	1425 Bradley Ave
932 Homestead Ln	1441 Bradley Ave
2047 Raleigh Rd	1533 Bradley Ave
1771 Aberdovey Rd	Bradley Ave & Jill Dr
1785 Aberdovey Rd	Bradley Ave & Lamar St
1796 Aberdovey Rd	Bradley Ave & Roberts Rd
Aberdovey Rd & Pebbledash Dr	935 Briarcrest Dr
Albright St & Muhlenberg Ave	947 Briarcrest Dr
Alcott Dr & Gramercy Pl	Briarcrest Dr & Beech Ave
555 Alison Dr	Briarcrest Dr & Centerview Dr & Townhouse
Alison Dr & Unnamed	Briarcrest Dr & Gate 1
556 Allison Dr	Briarcrest Dr & Gate 2
Almond Dr & Cocoa Ave	Briarcrest Dr & Gate 3
Alpine Dr & Innsbruck Dr	Briarcrest Dr & Greenlea Rd
Amber Dr & Brookline Dr	Briarcrest Dr & Hallmark Ln & Hillview Ln
640 Appenzell Dr	740 Brook Dr
750 Appenzell Dr	782 Brook Dr
930 Appenzell Dr	Brook Dr & Eby Rd
950 Appenzell Dr	1518 Brookline Dr
Appenzell Dr & Heiden Dr	1565 Brookline Dr
Appenzell Dr & Zurich Dr	1725 Brookline Dr
Areba Ave & Hillcrest Dr	1740 Brookline Dr
769 Arrowhead Ln	1759 Brookline Dr
1642 Bachmanville Rd	Brookline Dr & Overlook Dr & Sophia Cir
1704 Bachmanville Rd	Brookline Dr & Sherwood Dr
2460 Bachmanville Rd	67 Brookside Ave
2468 Bachmanville Rd	136 Brookside Ave
Bachmanville Rd & Scout Rd	49 Brownstone Dr
241 Beech Ave	65 Brownstone Dr
311 Beech Ave	Buck Dr & Red Fox Dr
963 Beech Ave	Buck Dr & Stoverdale Rd
981 Beech Ave	629 Bullfrog Valley Rd
Beech Ave & W Governor Rd	741 Bullfrog Valley Rd
Berne Ct & Heiden Dr	893 Bullfrog Valley Rd
220 Bittersweet Dr	Butler Ct & Raleigh Rd
241 Bittersweet Dr	933 Byron Rd
Bittersweet Dr & Boxwood Dr	83 Cambridge Dr
Bittersweet Dr & Hawthorne Dr	Cambridge Dr & Glasgow Ct
Bittersweet Dr & Sawleaf Cir	Cambridge Dr & Hartley Rd & Somerset Dr
Boat House Rd & Sand Beach	Campbl PI & Raleigh Rd
20 Boxwood Dr	308 Candlewyck Ln
1371 Bradley Ave	332 Candlewyck Ln
1384 Bradley Ave	Candlewyck Ln & Carriage House Ct

TRIP STOP REPORT 2021-2022 SCHOOL YEAR

Candlewyck Ln & Tallyho Dr	264 Clark Rd
1247 Cardinal Way Rd	321 Clark Rd
Cardinal Way Rd & Pine Tree Rd	322 Clark Rd
1110 Caribbean Way	340 Clark Rd
1135 Caribbean Way	Clark Rd & Brookside Ave
1140 Caribbean Way	Clark Rd & Center St
436 Carlton Rd	Clark Rd & Sylvania Rd
Carlton Rd & Lamp Post Ln	Clark Rd & Tice Ave
61 Carousel Cir	Clark Rd & Woodland Ave
Carousel Cir & Ferris Way	845 Clifton Heights Rd
Carousel Cir & Sweetbay Way	870 Clifton Heights Rd
Carter Cv & Southpoint Dr	875 Clifton Heights Rd
230 Cedar Ave	905 Clifton Heights Rd
332 Cedar Ave	915 Clifton Heights Rd
404 Cedar Ave	937 Clifton Heights Rd
451 Cedar Ave	943 Clifton Heights Rd
Centerview Dr & Crescent Dr	971 Clifton Heights Rd
400 Centerview DR / Bright Horizons	Cobblestone Ct & Lamp Post Ln
Ceylon Ave / Tender Years	742 Cocoa Ave
711 Cherry Dr	Colonial Way & Kings Way E
Cherry Dr & Greenlea Rd	Colonial Way & Southpoint Dr
Cherry Dr & Half St & W Areba Ave	Cook Ct & Limerick Ct
834 Cherry Dr (Angels Landing)	Coolidge Ave & McKinley Ave
667 Cherry Dr (Kindercare)	520 County Line Ln
436 Chestnut Ave	591 County Line Ln
Chocolate Ave & Howard Ave	591 County Line Rd
Chowning Dr & Raleigh Rd	Creek Hollow Ln & Jacobs Creek Dr
1371 Church Rd	Creekside Dr & Deer Run Dr
1426 Church Rd	570 Crest Ln
1441 Church Rd	640 Crest Ln
1603 Church Rd	674 Crest Ln
1625 Church Rd	754 Crest Ln
1635 Church Rd	812 Crest Ln
1866 Church Rd	Cricket Glen Rd & Olde Trail Rd
1990 Church Rd	Dartmouth Rd & Princeton Dr
2016 Church Rd	1114 Dartmouth Rd
2080 Church Rd	1129 Dartmouth Rd
2115 Church Rd	1162 Dartmouth Rd
31 Clark Rd	Dartmouth Rd & Alley
41 Clark Rd	926 Debra Dr
243 Clark Rd	954 Debra Dr
249 Clark Rd	Debra Dr & Sunnyside Rd
252 Clark Rd	2066 Deer Run Dr

TRIP STOP REPORT

2021-2022 SCHOOL YEAR

2153 Deer Run Dr	749 E Chocolate Ave	
2155 Deer Run Dr	828 E Chocolate Ave	
Deer Run Dr & Gelder Park Dr	848 E Chocolate Ave	
Deer Run Dr & Limestone Dr	850 E Chocolate Ave	
Deer Run Dr & Meadow Ridge Dr	1043 E Chocolate Ave	
Deer Run Dr & Raleigh Rd	1311 E Chocolate Ave	
Deer Run Dr & Springhouse Ln	1351 E Chocolate Ave	
Deer Run Dr & Stover Ct	1439 E Chocolate Ave	
Deer Run Dr & Stoverdale Rd	1537 E Chocolate Ave	
Deer Run Dr & Whitetail Dr	1609 E Chocolate Ave	
1461 Deerfield Dr	1636 E Chocolate Ave	
1482 Deerfield Dr	1811 E Chocolate Ave	
1482 Deerfield DR	1819 E Chocolate Ave	
1051 Derry Woods Dr	7 E Derry Rd	
1074 Derry Woods Dr	59 E Derry Rd	
1078 Derry Woods Dr	113 E Derry Rd	
Derry Woods Dr & English Ivy Ct	165 E Derry Rd	
Derry Woods Dr & Meadow Rose Ct	308 E Derry Rd	
Division St & Quarry Rd	350 E Derry Rd	
Dragonfly Ln & Joann Ave	351 E Derry Rd	
Draymore Ct & Limerick Ct	431 E Derry Rd	
1117 Duesenberg Dr	485 E Derry Rd	
Duke St & Swatara Ave	491 E Derry Rd	
276 Dunham Dr	1278 E Derry Rd	
290 Dunham Dr	1338 E Derry Rd	
225 Dunham Dr	1351 E Derry Rd	
Dunham Dr & Elle Way	1542 E Derry Rd	
Duryea Dr & Pullman Way	E Derry Rd & McKinley Ave	
144 E Caracas Ave	19 E Glenn Rd	
1063 E Caracas Ave	125 E Glenn Rd	
1104 E Caracas Ave	E Glenn Rd & Hartley Rd	
1126 E Caracas Ave	E Glenn Rd & Leearden Rd	
1521 E Caracas Ave	800 E Governor Rd	
1640 E Caracas Ave	976 E Governor Rd	
1740 E Caracas Ave	1016 E Governor Rd	
1745 E Caracas Ave	1030 E Governor Rd	
E Caracas Ave & Baum St	485 E Main St	
E Caracas Ave & E Granada Ave	435 E Main St (Grace Christian)	
E Caracas Ave & Hemlock Ct	285 E Mansion Rd	
E Caracas Ave & McKinley Ave	1090 Eby Rd	
E Caracas Ave & Wilson Ave	Eby Rd & Grandview Dr	
340 E Chocolate Ave	Echo St & Middletown Rd	
366 E Chocolate Ave	8 Edgehill Dr	

TRIP STOP REPORT

2021-2022 SCHOOL YEAR

1214 Edgewood Dr	818 Fishburn Rd
Edgewood Dr & Greenhill Dr	828 Fishburn Rd
Edgewood Dr & Julianne Dr	835 Fishburn Rd
Edgewood Dr & Woodridge Dr	858 Fishburn Rd
3602 Elizabethtown Rd	1120 Fishburn Rd
285 Elle Way	1215 Fishburn Rd
218 Elm Ave	1325 Fishburn Rd
248 Elm Ave	1408 Fishburn Rd
345 Elm Ave	1501 Fishburn Rd
360 Elm Ave	1534 Fishburn Rd
433 Elm Ave	1880 Fishburn Rd
500 Elm Ave	1967 Fishburn Rd
Elm Ave & Valley Rd	1215 Fishburn Rd
Espenshade Ct & Raleigh Rd	42 Forest Ave
72 Ethel Ave	93 Forest Ave
Ethel Ave & Mae St	179 Forest Ave
221 Evelina Rd	Forest Ave & Hilltop Ln
Evelina Rd & Leearden Rd	Forest Ave & Timber Ln
1039 Faidell Dr	Fox Glenn Dr & Waltonville Rd
1040 Faidell Dr	8 Foxanna Dr
1045 Faidell Dr	Foxglove Cir & Laurel Dr
1068 Faidell Dr	868 Front St
1076 Faidell Dr	950 Front St
1090 Faidell Dr	Galway Ct & Roslaire Dr
1015 Faidell Dr	2167 Gelder Park Dr
Farmhouse Rd & Olde Trail Rd	Gelder Park Dr & Southpoint Dr
849 Fawn Ln	203 Golf Ln
Fawn Ln & Rayburn Ct	221 Golf Ln
Fawn Ln & Stag Ct	235 Golf Ln
2305 Felty Mill Rd	287 Golf Ln
2320 Felty Mill Rd	1881 Gramercy Pl
2396 Felty Mill Rd	2053 Gramercy Pl
720 Ferris Way	Gramercy Pl & Dickens
2327 Fiddlers Elbow Rd	Gramercy Pl & Alcott Dr
2349 Fiddlers Elbow Rd	Gramercy Pl & Eliot Dr
2493 Fiddlers Elbow Rd	Gramercy Pl & Gramercy Pl
Fishburn Flock Side Entrance	209 Gravel Rd
651 Fishburn Rd	286 Gravel Rd
705 Fishburn Rd	410 Gravel Rd
721 Fishburn Rd	959 Greenlea Rd
726 Fishburn Rd	Greenwood Dr & Nottingham Dr
744 Fishburn Rd	Grist Mill Cir & Jacobs Creek Dr
754 Fishburn Rd	Grove St & Middletown Rd

TRIP STOP REPORT

2021-2022 SCHOOL YEAR

Harding Ave & McKinley Ave	532 Hilltop Rd
Harding Ave & Roosevelt Ave	536 Hilltop Rd
127 Harvard Ave	600 Hilltop Rd
212 Harvest Ln	610 Hilltop Rd
245 Harvest Ln	1041 Hillview Ln
10 Harvey Rd	1051 Hillview Ln
103 Harvey Rd	1081 Hillview Ln
370 Harvey Rd	312 Hockersville Rd
Harvey Rd & Lexington Ave	313 Hockersville Rd
Harvey Rd & Lexington Ct	319 Hockersville Rd
Harvey Rd & William Dr	323 Hockersville Rd
Harvey Rd & Yorktown Rd	330 Hockersville Rd
27 Hawthorne Dr	334 Hockersville Rd
30 Hawthorne Dr	437 Hockersville Rd
60 Hawthorne Dr	459 Hockersville Rd
75 Hawthorne Dr	468 Hockersville Rd
115 Highland Rd	542 Hockersville Rd
147 Highland Rd	552 Hockersville Rd
232 Highland Rd	Hockersville Rd & Mill St
250 Highland Rd	Hockersville Rd & Swatara Ave
267 Highland Rd	745 Homestead Ln
321 Highland Rd	915 Homestead Ln
Highland Rd & Vesper Rd	928 Homestead Ln
514 Hill Church Rd	932 Homestead Ln
545 Hill Church Rd	945 Homestead Ln
574 Hill Church Rd	946 Homestead Ln
592 Hill Church Rd	955 Homestead Ln
615 Hill Church Rd	975 Homestead Ln
689 Hill Church Rd	985 Homestead Ln
708 Hill Church Rd	Homestead Ln & Red Oak Ln
741 Hill Church Rd	Homestead Ln At Soccer Field
795 Hill Church Rd	460 Indian Run Dr
890 Hill Church Rd	540 Indian Run Dr
Hill Church Rd & Tomassi Dr	Ivanhoe Ln & Meadow Ln
Hill Manor Dr & Laurel Ridge Rd	8 Jacobs Creek Dr
534 Hillcrest Rd	12 Jacobs Creek Dr
Hilltop Ln & S Hills Dr & Sand Hill Rd	105 Jacobs Creek Dr
236 Hilltop Rd	124 Jacobs Creek Dr
261 Hilltop Rd	167 Jacobs Creek Dr
267 Hilltop Rd	184 Jacobs Creek Dr
335 Hilltop Rd	270 Jacobs Creek Dr
344 Hilltop Rd	Jacobs Creek Dr & Creek Hollow Dr
510 Hilltop Rd	Jacobs Creek Dr / Grist Mill Cir

TRIP STOP REPORT 2021-2022 SCHOOL YEAR

1120 Jill Dr	405 Laurel Dr
1140 Jill Dr	1 Laurel Ridge Rd
1190 Jill Dr	21 Laurel Ridge Rd
1202 Jill Dr	34 Laurel Ridge Rd
1207 Jill Dr	40 Laurel Ridge Rd
1250 Jill Dr	Laurel Ridge Rd & Hill Manor Dr
1257 Jill Dr	360 Laurie Ave
1265 Jill Dr	382 Laurie Ave
1274 Jill Dr	390 Laurie Ave
1317 Jill Dr	32 Leearden Rd
1343 Jill Dr	69 Leearden Rd
1421 Jill Dr	72 Leearden Rd
1424 Jill Dr	Lehman St & N Lingle Ave
1455 Jill Dr	765 Lexington Ave
2026 Joann Ave	Lexington Ave & Yorktown Rd
2046 Joann Ave	1203 Limerick Ct
2173 Joann Ave	1221 Limerick Ct
2174 Joann Ave	Limerick Ct & Lovell Ct
2198 Joann Ave	733 Linden Rd
2222 Joann Ave	823 Linden Rd
2306 Joann Ave	2035 Locust Ln
Joann Ave & Dragonfly Ln	2081 Locust Ln
Joann Ave & Locust St	Locust Ln & Southpoint Dr
Joanne Ave & Locust St	Locust St & Pine St
1180 Julianne Dr	Locust St & Powder Horn Dr
Julianne Dr & Woodridge Dr	Locust St & Raleigh Rd
1412 Kaylor Rd	36 Lucy Ave
1421 Kaylor Rd	65 Lucy Ave
1776 Kaylor Rd	Lucy Ave & Mae St
1828 Kaylor Rd	1528 Macintosh Way
1870 Kaylor Rd	1552 Macintosh Way
309 Lamp Post Ln	MacIntosh Way & Jonathan Ct
330 Lamp Post Ln	Macintosh Way & Macintosh Way
333 Lamp Post Ln	921 Mae St
349 Lamp Post Ln	244 Maple Ave
Lamp Post Ln & Tallyho Dr	529 Maple Ave
1535 Landvater Rd	220 McCorkel Rd
1671 Landvater Rd	270 McCorkel Rd
1715 Landvater Rd	302 McCorkel Rd
1727 Landvater Rd	240 McCorkle Rd
1793 Landvater Rd	McKinley Ave & Harding Ave
1796 Landvater Rd	851 Meadow Ln
137 Laurel Dr	860 Meadow Ln

TRIP STOP REPORT 2021-2022 SCHOOL YEAR

877 Meadow Ln	741 Old W Chocolate Ave
Meadow Ln & Ivanhoe Ln	760 Olde Trail Rd
Melrose Dr & Cortland Cir	775 Olde Trail Rd
Merion Ct & Raleigh Rd	825 Olde Trail Rd
379 Middletown Rd	Olde Trail Rd & Waltonville Rd
409 Middletown Rd	Olde Ventura Farm Rd & Stoney Run Rd
441 Middletown Rd	1645 Palm St
468 Middletown Rd	1646 Palm St
476 Middletown Rd	1649 Palm St
840 Middletown Rd	Parish Pl & Raleigh Rd
1035 Middletown Rd	313 Park Ave
1115 Middletown Rd	411 Park Ave
1169 Middletown Rd	506 Park Ave
350 Mill St	559 Park Ave
364 Mill St	25 Parkside Ave
Mill St & Beech Ave	1019 Peggy Dr
149 Mine Rd	1027 Peggy Dr
171 Mine Rd	1050 Peggy Dr
222 Mine Rd	1106 Peggy Dr
225 Mine Rd	1118 Peggy Dr
235 Mine Rd	1119 Peggy Dr
Mount Alem Dr & Woodhaven Dr	1203 Peggy Dr
29 Muhlenburg Ave	1205 Peggy Dr
960 Muirfield Dr	1243 Peggy Dr
Muirfield Dr & Raleigh Rd	1251 Peggy Dr
Muirfield Dr & Southpoint Dr	Peggy Dr & Randall Rd
6 N Glenn Rd	Peggy Dr & Roslaire Dr & Wicklow Ct
N Glenn Rd & Sylvania Rd	1020 Pennland Ln
132 N Lingle Ave	1039 Pennland Ln
N Lingle Ave & Lehman St	Penzance Rd & Tenby Dr
N Orchard Rd & W Caracas Ave	Pheasant Run Rd & Quail Hollow Rd
1630 Nottingham Dr	Pine Tree Rd & Quail Hollow Rd
1650 Nottingham Dr	24 Plymouth Cir
1689 Nottingham Dr	75 Plymouth Cir
Nottingham Dr & Greenwood Dr	88 Plymouth Cir
Nottingham Dr & Knoll Dr	93 Plymouth Cir
Nottingham Dr & Woodhaven Dr	75 Plymouth Circle
294 Nye Rd	1015 Princeton Dr
320 Nye Rd	1030 Princeton Dr
775 Old Trail Rd	1031 Princeton Dr
547 Old W Chocolate Ave	1047 Princeton Dr
601 Old W Chocolate Ave	1050 Princeton Dr
611 Old W Chocolate Ave	Princeton Dr & Dartmouth Rd

TRIP STOP REPORT

2021-2022 SCHOOL YEAR

Providence Cir & Stonegate Rd	1223 Research Blvd / U-GRO
2255 Pullman Way	Ridge Rd & Chocolate Ave
2264 Pullman Way	74 Ridge View Rd
Pullman Way & Auburn Ave	25 Ridgeview Rd
Pullman Way & Duryea Dr	40 Robin Rd
Pullman Way & Stone Creek Dr	112 Robin Rd
Pullman Way & Upton Ct	134 Robin Rd
1180 Quail Hollow Rd	214 Robin Rd
1227 Quail Hollow Rd	306 Robin Rd
Quail Hollow Rd & Stoney Run Rd	Rosedale Gate 2
Quail Hollow Rd & Waltonville Rd	Rosewood Dr & Sweetbay Way
Quail Hollow Rd & Woodthrush Way	454 Roslaire Dr
Quarry Rd & Division St	458 Roslaire Dr
2018 Raleigh Rd	Roslaire Dr & Galway Ct
2045 Raleigh Rd	Roslaire Dr & Wicklow Ct
2050 Raleigh Rd	1205 Roush Rd
2076 Raleigh Rd	1269 Roush Rd
2077 Raleigh Rd	161 S Hanover St
2210 Raleigh Rd	Saint Joan School
2404 Raleigh Rd	519 Sand Hill Rd
2449 Raleigh Rd	720 Sand Hill Rd
2459 Raleigh Rd	730 Sand Hill Rd
2579 Raleigh Rd	866 Sand Hill Rd
Raleigh Rd & Bruton Cv	879 Sand Hill Rd
Raleigh Rd & Chowning Dr	903 Sand Hill Rd
Raleigh Rd & Cypress Ct	1048 Sand Hill Rd
Raleigh Rd & Deer Run Dr	1126 Sand Hill Rd
Raleigh Rd & Espensshade Ct	1127 Sand Hill Rd
Raleigh Rd & Locust Lane	1210 Sand Hill Rd
Raleigh Rd & Locust St	1270 Sand Hill Rd
Raleigh Rd & Merion Ct	1306 Sand Hill Rd
Raleigh Rd & Parish Pl	1316 Sand Hill Rd
Raleigh Rd & Southpoint Dr	1676 Sand Hill Rd
511 Randall Cir	1776 Sand Hill Rd
555 Randall Cir	1802 Sand Hill Rd
566 Randall Cir	1832 Sand Hill Rd
571 Randall Cir	1900 Sand Hill Rd
622 Randall Cir	1956 Sand Hill Rd
652 Randall Cir	2240 Sand Hill Rd
1274 Randall Rd	Sand Hill Rd & Hilltop Ln
2105 Red Fox Dr	Sand Hill Rd & Peach Ave
2109 Red Fox Dr	565 Sandhill Rd
Reese Ave & Half St	2917 Schoolhouse Rd

TRIP STOP REPORT

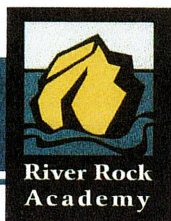
2021-2022 SCHOOL YEAR

Shadywood Dr & Spring Hill Dr	1125 Stonegate Rd	
1661 Sherwood Dr	1141 Stonegate Rd	
1696 Sherwood Dr	1170 Stonegate Rd	
1250 Shopes Church Rd	1185 Stonegate Rd	
1335 Shopes Church Rd	1225 Stonegate Rd	
1354 Shopes Church Rd	1269 Stonegate Rd	
1421 Shopes Church Rd	Stonegate Rd & Providence Cir	
74 Sipe Ave	1050 Stoney Run Rd	
84 Sipe Ave	1130 Stoney Run Rd	
2130 Southpoint Dr	694 Stoverdale Rd	
2271 Southpoint Dr	Stoverdale Rd & Red Fox Dr	
2276 Southpoint Dr	932 Sunnyside Rd	
Southpoint Dr & Locust Ln	954 Sunnyside Rd	
Southpoint Dr & Tucker Cv	Swatara Ave & Duke St	
1409 Spring Hill Dr	Swatara Ave & Hockersville Rd	
1431 Spring Hill Dr	1080 Swatara Rd	
1461 Spring Hill Dr	1085 Swatara Rd	
1583 Spring Hill Dr	1104 Swatara Rd	
1593 Spring Hill Dr	1227 Swatara Rd	
1612 Spring Hill Dr	668 Sweetbay Way	
1619 Spring Hill Dr	670 Sweetbay Way	
1624 Spring Hill Dr	674 Sweetbay Way	
1636 Spring Hill Dr	36 Sylvania Rd	
524 Stauffers Church Rd	803 Tally-Ho Dr	
541 Stauffers Church Rd	1740 Tenby Dr	
571 Stauffers Church Rd	1750 Tenby Dr	
700 Stauffers Church Rd	1767 Tenby Dr	
850 Stauffers Church Rd	TENDER YEARS	
Stone Creek & Auburn Ave	20 Tomassi Dr	
Stone Creek & Carey Way & Packard Cir	123 Trinidad Ave	
Stone Creek & Duesenberg Dr	812 Twin Oaks Dr	
Stone Creek & Duryea Dr	821 Twin Oaks Dr	
1109 Stone Creek Dr	857 Twin Oaks Dr	
1168 Stone Creek Dr	860 Twin Oaks Dr	
1265 Stone Creek Dr	Twin Oaks Dr & Hill Church Rd	
1270 Stone Creek Dr	University Dr & University Mnr E	
Stone Creek Dr & Chadwick Cir	9 Valley Rd	
Stone Creek Dr & Clifton Heights Rd	58 Valley Rd	
Stone Creek Dr & Duryea Dr	220 Vesper Rd	
Stone Creek Dr & Pullman Way	228 Vesper Rd	
1041 Stonegate Rd	332 Vesper Rd	
1085 Stonegate Rd	350 Vesper Rd	
1120 Stonegate Rd	427 Vista Dr	

TRIP STOP REPORT

2021-2022 SCHOOL YEAR

443 Vista Dr	1820 Wexford Rd	
452 Vista Dr	1955 Wexford Rd	
477 Vista Dr	1979 Wexford Rd	
32 W Areba Ave	2000 Wexford Rd	
204 W Areba Ave	2101 Wexford Rd	
312 W Areba Ave	Wexford Rd & Brittany Rd	
457 W Areba Ave	641 Whitetail Dr	
834 W Areba Ave	670 Whitetail Dr	
904 W Areba Ave	825 Whitetail Dr	
1006 W Areba Ave	826 Whitetail Dr	
1070 W Areba Ave	235 William Dr	
W Areba Ave Gate #4	331 William Dr	
W Areba Ave Gate 3	1160 Wood Rd	
227 W Caracas Ave	1408 Woodhaven Dr	
318 W Caracas Ave	1415 Woodhaven Dr	
325 W Caracas Ave	1443 Woodhaven Dr	
415 W Caracas Ave	1448 Woodhaven Dr	
442 W Caracas Ave	1542 Woodhaven Dr	
531 W Caracas Ave	1578 Woodhaven Dr	
215 W Chocolate Ave	1622 Woodhaven Dr	
547 W Chocolate Ave	1679 Woodhaven Dr	
601 W Chocolate Ave	Woodhaven Dr & Nottingham Dr	
611 W Chocolate Ave	Woodridge Dr & Julianne Dr	
W Chocolate Ave & Mill St	321 Yorktown Rd	
W Governor & Beech Ave	354 Yorktowne Rd	
14 W Governor Rd	405 Yorktowne Rd	
156 W Governor Rd	Zermatt Ct & Zermatt Dr	
170 W Governor Rd	810 Zermatt Dr	
182 W Governor Rd	880 Zermatt Dr	
327 W Governor Rd	891 Zermatt Dr	
429 W Governor Rd	655 Zurich Dr	
437 W Governor Rd	751 Zurich Dr	
510 W Granada Ave	844 Zurich Dr	
834 W. Areba Ave (Angels Landing)	876 Zurich Dr	
653 Waltonville Rd	TOTAL STOPS:	
715 Waltonville Rd		
768 Waltonville Rd		
981 Waltonville Rd		
1045 Waltonville Rd		
1244 Waltonville Rd		
Waltonville Rd & Fox Glenn Dr		
Waltonville Rd & Stonecutter Cir		
1801 Wexford Rd		



River Rock Academy Administration

2124 Ambassador Circle • Lancaster, PA 17603 • Ph: 717-208-3349 • Fax: 717-517-7932

Amity Campus

2144 Weavertown Rd.
Douglassville, PA 19518
PH: 610-919-0140

Carlisle Campus

898 Waggoner's Gap Road
Carlisle, PA 17013
PH: 717-218-0816

Carlisle Thunder

Carlisle Area High School
623 West Penn Street
Carlisle, PA 17013
PH: 717-240-6800 x26109

Lancaster Campus

2124 Ambassador Circle
Lancaster, PA 17603
PH: 717-869-4196

Newville Campus

399 Roxbury Road
Newville, PA 17241
PH: 717-776-3759

Red Lion Campus

220 Country Club Road
Red Lion, PA 17356
PH: 717-244-7453

Shiremanstown Campus

41 South Locust Street
Shiremanstown, PA 17011
PH: 717-763-1405

Sinking Spring Campus

810 Brownsville Road
Sinking Spring, PA 19608
PH: 610-670-1273

Spring Grove Campus

149 East College Avenue
Spring Grove, PA 17362
PH: 717-225-1430

Spring Grove Intensive/ Day Treatment

149 East College Avenue
Spring Grove, PA 17362
PH: 717-225-6589

CONTRACT FOR PURCHASE OF STUDENT SERVICES WITH RIVER ROCK ACADEMY 2021 2022 SCHOOL YEAR

- Derry Township School District agrees to purchase student services from River Rock Academy or its assigns (hereinafter "River Rock Academy") for the Lancaster County Campus Private Licensed Secondary Special Education 7-12 program or the AEDY program at a per diem rate of \$250.32.
- River Rock Academy agrees to send Derry Township School District an itemized monthly invoice detailing all Derry Township students in the River Rock Academy Programs by the 5th of each month.
- River Rock Academy agrees to provide educational, behavioral, social services to Derry Township School District Special Education students (LD, MR, and SED) grades 7-12 and AEDY students grades 6-12. Derry Township School District agrees that it is the responsibility of the district to arrange transportation for their students.
- River Rock Academy agrees to keep an open line of communication with the Derry Township School District and provide a structured, disciplined, nurturing environment for their students.
- In the event of an extended school closure, River Rock Academy agrees to make a good faith effort to provide continuity of education for Derry Township students using alternative means during the period of closure. This plan is available upon request.

Thank you for this opportunity to serve the Derry Township School District.

Patricia J Shatto-Young

Patti Shatto-Young
RRA Vice President

[Signature]
Derry Township School District
Authorized Signer

CHANGE
EFFECT
IMPROVE

ALTERNATIVE EDUCATION FOR DISRUPTIVE YOUTH

ACT 48 Program Agreement for Services

Official public school name: **DERRY TOWNSHIP SCHOOL DISTRICT**

Official approved private provider name: **RIVER ROCK ACADEMY LLC**

AND NOW, this 3rd day of June 2021, RIVER ROCK ACADEMY LLC with a principal place of operations located at **2124 Ambassador Circle Lancaster, PA 17603**, and the DERRY TOWNSHIP SCHOOL DISTRICT enter into this Act 48 Program Placement Agreement as follows:

WHEREAS, RIVER ROCK ACADEMY LLC primary operations is an approved independent contractor for the delivery of alternative education services for disruptive youth and has been since **2005**.

WHEREAS, DERRY TOWNSHIP SCHOOL DISTRICT and, RIVER ROCK ACADEMY LLC have entered into a contractual arrangement, as further described herein, wherein DERRY TOWNSHIP SCHOOL DISTRICT will have certain placement rights regarding “disruptive youth”, as defined in the Act that DERRY TOWNSHIP SCHOOL DISTRICT desires to place their students into the RIVER ROCK ACADEMY LLC’S program for educational and counseling services.

NOW THEREFORE, in accordance with the aforesaid recitals, RIVER ROCK ACADEMY LLC and DERRY TOWNSHIP SCHOOL DISTRICT, intending to be legally bound, agree as follows:

1. **DEFINITIONS**: The following definitions apply regarding the text of this Agreement:
 - a. **“TERM”**. For purposes of this Agreement, “Term” shall be defined as the **2021 2022** school year.
 - b. **“PROGRAM”**. For purposes of this Agreement, “Program” shall be defined as the, RIVER ROCK ACADEMY LLC Act 48 program;
 - c. **“PUBLIC SCHOOL”**. For purposes of this Agreement, “PUBLIC SCHOOL” shall collectively be defined as all schools of the DERRY TOWNSHIP

SCHOOL DISTRICT, acting by and through their authorized employees, agents and representatives; and

- d. **“STUDENT”**. For purposes of this Agreement, “Student” shall be defined as a male or female in middle school, high school, or an area-vocational school at DERRY TOWNSHIP SCHOOL DISTRICT who has been officially enrolled and designated as a “disruptive youth” in accordance with the Act.
2. **MATRICULATION RIGHTS**: DERRY TOWNSHIP SCHOOL DISTRICT shall have the right to matriculate students into the RIVER ROCK ACADEMY LLC program, under the following terms and conditions:
 - a. DERRY TOWNSHIP SCHOOL DISTRICT shall certify to RIVER ROCK ACADEMY LLC that the student is “disruptive” as defined in the Act and provide all pertinent information to RIVER ROCK ACADEMY LLC regarding said student;
3. **COST/PAYMENT**: DERRY TOWNSHIP SCHOOL DISTRICT shall compensate RIVER ROCK ACADEMY LLC for the program services rendered to students as agreed or set below:

A per diem cost of in agreement with the “Contract for Purchase of Student Services with River Rock Academy” which includes Behavior Management, Therapeutic, and Educational services. Transportation will be provided by the DERRY TOWNSHIP SCHOOL DISTRICT. RIVER ROCK ACADEMY will invoice the DERRY TOWNSHIP SCHOOL DISTRICT on a monthly basis.
4. **DURATION**: School Year 2021 2022
5. **COMPLIANCE – PDE GUIDELINES**: During the entire term of this Agreement, RIVER ROCK ACADEMY LLC and DERRY TOWNSHIP SCHOOL DISTRICT warrant to each other that they shall both be and remain in compliance with Act 30, Act 48, 2015 2017 Guidelines regarding Private Alternative Education Institutions or any other requirements issued by the Commonwealth of Pennsylvania, Department of Education, or any other applicable statute or ordinance regarding all aspects of the Act 48 Program referenced herein. In addition, the following specific warranties and assurances apply:

I. FACILITIES/ENVIRONMENT HEALTH AND SAFETY:

- a. RIVER ROCK ACADEMY LLC warrants that its educational facility conforms to all applicable State and local statutes, regulations and building and safety code requirements, in addition to fire and panic requirements of the Commonwealth of Pennsylvania and Lancaster County, and that said facility has been approved by the Licensing and Inspection Bureau of Lancaster County, and that a valid Certificate of Occupancy has been issued by said Department of Labor and Industry AND IS ON DISPLAY AT EACH FACILITY.
- b. RIVER ROCK ACADEMY LLC shall provide to DERRY TOWNSHIP SCHOOL DISTRICT upon written request, any original licenses for review.
- c. RIVER ROCK ACADEMY LLC warrants that its educational facility currently complies with all physical welfare and safety statutes, regulations, ordinances or mandates prescribed or issued by the Department of Environmental Protection and any applicable local governmental authority, and that said facility shall be and remain in compliance with all such physical welfare and safety statutes, regulations, ordinances or mandates during the entire term of this Agreement.
- d. RIVER ROCK ACADEMY LLC warrants that its educational facility meets all state and local statutes regarding environmental health and safety and that artificial lighting facilities, heating facilities, ventilation and cleanliness standards are being provided in concert with 24 P.S. 7-736 and 7-737, 7-738, 7-739, and 7-740.
- e. RIVER ROCK ACADEMY LLC has written procedures on file for student and parental/guardian concerns and that complaints are referred to the public school immediately.

II. SCHOOL FOOD SERVICE:

RIVER ROCK ACADEMY LLC shall NOT provide any food service and the requirements of Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Education Institutions set forth on page 36, items 21-2c do not apply.

III. STAFFING:

- a. RIVER ROCK ACADEMY LLC warrants that all members of its staff are of good moral character and are at least 18 years of age, that they have been examined by a physician, have had tuberculosis testing, and that each member of the staff has a certificate from a physician on file verifying the examination and results of said examination in accordance with the aforesaid representation.
- b. RIVER ROCK ACADEMY LLC warrants that all employees and members of its staff are citizens of the United States of America.
- c. RIVER ROCK ACADEMY LLC warrants that all employees and members of its staff have applied for and received all applicable and appropriate background information, including Criminal History Records as required by 24 P.S. 1-111 and Pennsylvania Child Abuse History Clearances as required by 23 P.S. 6354, and that all records received show no evidence of a criminal background or a background of child abuse

IV. STUDENT ATTENDANCE:

- a. RIVER ROCK ACADEMY LLC warrants that it shall maintain records of student attendance in accordance with Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions as set forth on page thirty six (36), items number 4a, 4b and 4c and the pupil attendance provisions under Chapter 11 of the State Board of Educational Regulations. The specific method for maintaining attendance records shall be by daily physical check of each student through the RIVER ROCK ACADEMY LLC administrative and teaching staff, documentation of said daily physical check in a written attendance log, kept on file at RIVER ROCK ACADEMY LLC, with daily contact to each parent or guardian of said student if said student is not present when school is in session.

V. STUDENT AND PROGRAM RECORDS:

- a. RIVER ROCK ACADEMY LLC warrants that during the entire term of this Agreement, DERRY TOWNSHIP SCHOOL DISTRICT shall receive a written progress report for each DERRY TOWNSHIP SCHOOL DISTRICT'S student matriculated into RIVER ROCK ACADEMY LLC in accordance with Appendix 3 of the 2015 2017 Guidelines regarding

Private Alternative Educational Institutions. The written progress reports shall include subject and credit information, progress grade information, attendance information, discipline records, student health, teacher and staff comments regarding said student's educational progress, and any applicable staff comments regarding the student's behavior, conduct or other pertinent issue regarding or related, in any way, with the education of said student.

b. RIVER ROCK ACADEMY LLC and DERRY TOWNSHIP SCHOOL DISTRICT their agents and employees shall perform their respective duties to ensure that records, names, and identities, shall remain confidential as required for fulfillment of the terms of this agreement.

VI. TRANSPORTATION:

a. DERRY TOWNSHIP SCHOOL DISTRICT will be responsible for transportation of said students to RIVER ROCK ACADEMY LLC'S program in accordance with 24 P.s. 13-1361 and 67 Pa. Code Chapter 171.

VII. REQUIREMENTS UNDER SAFE SCHOOLS:

a. RIVER ROCK ACADEMY LLC warrants that its Act 48 program complies with all provisions of Article XIII-A of the School Code as follows:

All new incidents involving acts of violence, possession of a weapon or possession, use or sale of controlled substances, or possession, use or sale of alcohol or tobacco by any person on school property shall be addressed by RIVER ROCK ACADEMY LLC administrative staff immediately, the student's parents and/or guardians shall be immediately notified and consulted, appropriate disciplinary action shall be taken by RIVER ROCK ACADEMY LLC administrative staff, and a written report shall be completed by RIVER ROCK ACADEMY LLC. Administrative staff shall set forth the name of the student and all pertinent information regarding the incident. A copy of said report shall be placed into the student's file and turned into the Department of Education.

All new incidents involving acts of violence, possession of a weapon and convictions or adjudication of delinquency for acts committed at the RIVER ROCK ACADEMY LLC educational facility, shall be processed handled in compliance with 24 P.S. 13-1307-A (Appendix 3 of the 2015 2017

Guidelines regarding Private Alternative Educational Institutions; Page 37, item 7).

RIVER ROCK ACADEMY LLC shall follow the Violence Policy with regard to all arrangements with local law enforcement when an incident involving an act of violence occurs, at or near the RIVER ROCK ACADEMY LLC educational facility.

VIII. SCHOOL HEALTH SERVICES

RIVER ROCK ACADEMY LLC warrants that it complies with Article 14 of the School Code and compliance with said statutes, ordinances and regulations shall be effectuated by means of providing a licensed and registered school nurse at the RIVER ROCK ACADEMY LLC educational facility.

Student Health Services will be provided jointly by the DERRY TOWNSHIP SCHOOL DISTRICT and RIVER ROCK ACADEMY LLC. RIVER ROCK ACADEMY LLC employs a Licensed Practical Nurse that is available for consultation with students and staff, and provides medication administration training and supervision. Health & Immunization Records and proof of physical examination are to be on file with DERRY TOWNSHIP SCHOOL DISTRICT by the date of admission. RIVER ROCK ACADEMY LLC will monitor for compliance and work jointly with the public school to maintain records under Article 14 of the School Code. Additional health services as required by the PA School Code will be jointly shared.

IX. ACADEMIC STANDARDS AND ASSESSMENTS:

RIVER ROCK ACADEMY LLC warrants that it complies in full with the academic standards and assessment under Chapter 4 of the State Board of Education Regulations and the academic standards for Reading, Writing, Speaking and Listening, and Mathematics that were adopted by the State Board of Education and published in the Pennsylvania Bulletin on January 16, 1999.

DERRY TOWNSHIP SCHOOL DISTRICT and RIVER ROCK ACADEMY LLC will work cooperatively to ensure that all students required to take the PSSA (Pennsylvania State Standards Assessment) test will be given the test according to state regulations. DERRY TOWNSHIP SCHOOL

DISTRICT remains responsible to report the scores of the PSSA testing to the appropriate authority.

X. SPECIAL EDUCATION SERVICES AND PROGRAMS:

RIVER ROCK ACADEMY LLC and the DERRY TOWNSHIP SCHOOL DISTRICT will collaborate in the development of an individualized instruction program for all students and the implementation of special education services for students identified. Special Education Services and provisions required under Chapter 14 of State Board of Education regulations will be strictly followed, including without limitations: (a.) a consultation with the student, parents/guardian will occur securing the student, parents/guardians written approval to enroll the student in the program (34 CFR 300.345(c)); (b.) the student's I.E.P. will be updated to reflect the decision to enroll the student in the program. The referring district will also update the Evaluation Report prior to admission (34 CFR 300.343); (c.) Any services that are not provided by RIVER ROCK ACADEMY LLC or cannot be provided by RIVER ROCK ACADEMY LLC during the period of enrollment will be the responsibility of DERRY TOWNSHIP SCHOOL DISTRICT and the student shall be considered as a "dual enrollment" under applicable law; (d.) if a student is enrolled and it is later determined that the student should be evaluated under applicable Special Education provisions, including the I.D.E.A. "Child Find" provisions and related reporting (34 CFR 300.125), RIVER ROCK ACADEMY LLC will forward a copy of the Evaluation Report to the referring public school. The referring district agrees to fully comply with the applicable law regarding the identification and evaluation of said student for Special Education Services; (e.) once a Special education Student is enrolled, RIVER ROCK ACADEMY LLC will insure that the student's I.E.P. is updated by the referring district prior to enrollment and once the I.E.P. is received, Both parties will insure that all provisions of the I.E.P. are implemented during the education of the student through the use of a Certified Special Education Teacher, or a designee from the referring public school will monitor special education provisions, and ongoing communication with the student, parents/guardians, relevant teaching staff and administration. RIVER ROCK ACADEMY LLC agrees to update the student I.E.P. annually via a conference with student, parents/guardians, and a designated referring special education representative in accordance with applicable law.

XI. IDENTIFICATION OF ELIGIBLE STUDENTS:

In accordance with Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions, specifically the provisions set forth in 24 P.S. Section 1901-C (5) DERRY TOWNSHIP SCHOOL DISTRICT shall set forth its internal policies to identify those DERRY TOWNSHIP SCHOOL DISTRICT students who are eligible for the RIVER ROCK ACADEMY LLC Act 48 Program, and said internal policies shall comply with the informal hearing procedures set forth in 22 Pa. Code 12.8(c).

XII. PERIODIC REVIEW OF STUDENTS:

DERRY TOWNSHIP SCHOOL DISTRICT and RIVER ROCK ACADEMY LLC shall together ensure that a review committee reviews each student for return to the regular classroom, at a minimum, at the end of every semester.

XIII. ANNUAL REPORT

RIVER ROCK ACADEMY LLC shall submit timely an End-of-Year Report for Private Alternative Education Institutions to the Department of Education on an annual basis.

EXEMPTION FROM STATUTORY REQUIREMENTS:

RIVER ROCK ACADEMY LLC warrants that it complies with those statutory requirements identified in 24 P.S. 1902-E (3) and all additional statutory provisions, regulations, ordinances or legal mandates regarding RIVER ROCK ACADEMY LLC operations as a private high school or Act 48 Alternative Educational Services Provider (Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions; Page 39.

CHALLENGES: RIVER ROCK ACADEMY LLC confirms and agrees that it shall be fully liable for any and all damages and costs of any kind resulting from a legal challenge(s) regarding the RIVER ROCK ACADEMY LLC Act 48 Program and/or the actions of RIVER ROCK ACADEMY LLC as the Private Alternative Education Institution.

The RIVER ROCK ACADEMY LLC and its Board of School Directors shall not be liable for any activity or operation related to the approved private provider.

HOLD HARMLESS/INDEMNIFICATION: RIVER ROCK ACADEMY LLC and DERRY TOWNSHIP SCHOOL DISTRICT agree to hold each other harmless and indemnify each other from all claims, causes of actions, or litigation, including expenses, costs and attorneys fees, said indemnification including without limitation the RIVER ROCK ACADEMY LLC Board of Directors, Officers, Shareholders and DERRY TOWNSHIP SCHOOL DISTRICT Administrators, Board Members, as follows: (a.) To the extent that any claim is asserted regarding the compliance or failure to comply with the I.D.E.A. or other applicable Special Education requirement, or to the extent that the DERRY TOWNSHIP SCHOOL DISTRICT fails to fulfill any term, covenant or condition of this Agreement, DERRY TOWNSHIP SCHOOL DISTRICT agrees to hold RIVER ROCK ACADEMY LLC harmless and indemnify said approved private provider regarding any claims related to the same, including all costs and attorney fees; (b.) to the extent that any claim of negligence is asserted by a third party regarding RIVER ROCK ACADEMY LLC failure to comply with applicable State statutes or regulations and fails to fulfill any term, covenant or condition of this Agreement, causing DERRY TOWNSHIP SCHOOL DISTRICT to be a Defendant in litigation by a third party, RIVER ROCK ACADEMY LLC agrees to hold DERRY TOWNSHIP SCHOOL DISTRICT harmless and indemnify DERRY TOWNSHIP SCHOOL DISTRICT including costs and attorney fees.

INSURANCE: RIVER ROCK ACADEMY LLC will carry liability insurance for its employees and the program. A Class "A+" Liability Insurance Policy carrying an Aggregate Limit of \$3,000,000.00 and \$2,000,000.00 limit per occurrence will be purchased. The term for this policy runs yearly from April 19th to April 19th of the following year. A copy of the liability coverage is available to the District upon request and is on file in the administration office at [2124 Ambassador Circle Lancaster, PA 17603](#).

INSOLVENCY OF PUBLIC SCHOOL: If DERRY TOWNSHIP SCHOOL DISTRICT is or becomes insolvent, is declared a Distressed District under applicable Pennsylvania law, or is unable to pay any amounts due hereunder as said payments become due, then this contract shall automatically terminate upon the election of RIVER ROCK ACADEMY LLC and all payments required hereunder for the remaining Term shall be accelerated and become automatically due and payable to RIVER ROCK ACADEMY LLC within ten (10) days. If said payment is not received, all DERRY TOWNSHIP SCHOOL DISTRICT students and related records shall not be entitled to continue to be matriculated at RIVER ROCK ACADEMY LLC and said records shall be forwarded by RIVER ROCK ACADEMY LLC. If said payment is received, the matriculated DERRY TOWNSHIP SCHOOL

DISTRICT students shall be entitled to remain for the remainder of the applicable Term.

TERMINATION - PUBLIC SCHOOL: RIVER ROCK ACADEMY LLC agrees that the DERRY TOWNSHIP SCHOOL DISTRICT retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty -day opportunity to cure said default by RIVER ROCK ACADEMY LLC.

TERMINATION – APPROVED PRIVATE PROVIDER

RIVER ROCK ACADEMY LLC retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty- day opportunity to cure said default by DERRY TOWNSHIP SCHOOL DISTRICT for any of the following reasons:

- a. One or more material violations of this Agreement;
- b. Failure to timely comply with RIVER ROCK ACADEMY LLC requests for information regarding any matriculated students, or failure to cooperate with RIVER ROCK ACADEMY LLC staff regarding matriculation procedures set forth herein;
- c. Failure to make any payment required hereunder or pay any RIVER ROCK ACADEMY LLC invoice when due;
- d. Violations of any provision in Act 48 of the Pennsylvania School Code;
- e. Violations of any provisions of state or federal law from which DERRY TOWNSHIP SCHOOL DISTRICT has not been exempted; DERRY TOWNSHIP SCHOOL DISTRICT or their Board of School Directors has been indicted for and convicted of fraud;

COMPLIANCE - STATE REGULATIONS: RIVER ROCK ACADEMY LLC agrees that as a Private Alternative Education Institution it must comply with all of the statutory requirements identified in 24 P.S. 1902-E (3). DERRY TOWNSHIP SCHOOL DISTRICT agrees that it shall comply with all applicable Special Education requirements in accordance with State and Federal Law.

ASSIGNMENT: RIVER ROCK ACADEMY LLC agrees that this Agreement may not be assigned or transferred by RIVER ROCK ACADEMY LLC except to a successor in interest to all or substantially all of the asset or equity interests in RIVER ROCK ACADEMY LLC and that this Agreement shall be binding upon

and inure to the benefit of the successors and assigns of RIVER ROCK ACADEMY LLC and the DERRY TOWNSHIP SCHOOL DISTRICT.

COMPLIANCE: RIVER ROCK ACADEMY LLC agrees that this Agreement is subject to all applicable Federal, State and local laws and regulations, policies and procedures of the Commonwealth of Pennsylvania, Department of Education and the Federal Government.

SEPARABILITY: RIVER ROCK ACADEMY LLC agrees that in the event that any provision of this Agreement shall or become invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in this Agreement.

JURISDICTION AND VENUE: Lancaster County, Pennsylvania This agreement has been made in the Commonwealth of Pennsylvania and shall be interpreted and enforced under the laws of the Commonwealth of Pennsylvania. Both parties agree that the Court of Common Pleas of Lancaster shall be the appropriate venue for any dispute involving this agreement.

MISCELLANEOUS. This Agreement may be executed in counterpart. Facsimile copies of signatures shall serve as acceptable substitutes for original signatures, and shall be legally binding.

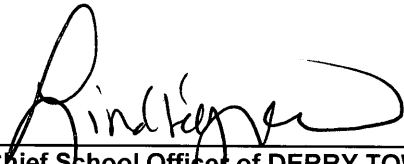
By executing this Agreement, each party hereto ratifies that all necessary Board action has been approved and obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulations and statutes. All notices required under this agreement shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the following parties at the addresses set forth below:

RIVER ROCK ACADEMY LLC
2124 Ambassador Circle
Lancaster, PA 17603

ENTIRE AGREEMENT. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties. No delay or forbearance by RIVER ROCK ACADEMY LLC in exercising any right or remedy hereunder or in undertaking or performing any act or matter which is not expressly required to be undertaken by RIVER ROCK ACADEMY LLC shall be construed, respectively, to be a waiver of RIVER ROCK ACADEMY LLC rights or to represent any agreement by RIVER ROCK ACADEMY LLC to undertake or perform such act or matter thereafter.

NONDISCRIMINATION. RIVER ROCK ACADEMY LLC agrees that it will abide by all federal and state laws prohibiting discrimination in admissions, employment and operation on the basis of disability, race, creed, gender, national origin, religion, ancestry, need for special education services, subject to RIVER ROCK ACADEMY LLC right to receive waivers from the same or RIVER ROCK ACADEMY LLC rights of noncompliance as set forth in Act 48 or other legal standard.



Chief School Officer of DERRY TOWNSHIP
SCHOOL DISTRICT

8/9/21
Date



Patti Shatto-Young, Vice President
River Rock Academy, LLC

07/21/2021
Date

AGREEMENT

THIS AGREEMENT is entered into by and between Michael Montedoro and the DERRY TOWNSHIP SCHOOL DISTRICT (hereinafter “the District).

WHEREAS, The District has employed Montedoro in the position of Athletic Director, beginning August 9, 2021;

WHEREAS, the District has agreed, as part of Montedoro’s employment relationship with the District to reimburse Montedoro’s former employer, Shippensburg School District (“Shippensburg”), for Montedoro’s debt to Shippensburg relating to tuition reimbursement and Montedoro’s resignation from employment with Shippensburg;

WHEREAS, the District is willing to provide such reimbursement to Shippensburg on behalf of Montedoro, subject to the terms and conditions set forth below;

NOW THEREFORE, intending to be legally bound, Montedoro and the District agree as follows:

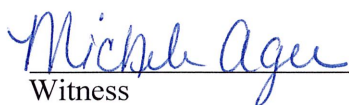
1. The District will remit payment to Shippensburg on behalf of Montedoro in an amount not to exceed Nine Thousand One Hundred and Eighty Dollars (\$9,180) for tuition reimbursement for course work previously completed by Montedoro and paid for by Shippensburg. Confirmation of the amount owed to Shippensburg is attached and incorporated into this Agreement in the form of an letter dated August 2, 2021 addressed to Montedoro.
2. Montedoro agrees that he is responsible for repaying the District for the tuition payment paid to Shippensburg on his behalf and that such repayment shall be made pursuant to the graduate cohort/accelerated degree program reimbursement guidelines as defined in Section X of the 2020-2024 Act 93 Compensation and Benefits Program (“Act 93 Plan”) as if the payment were tuition reimbursement paid directly to Montedoro by the District.

3. Specifically, if Montedoro's voluntarily or involuntarily terminates employment with the District prior to having satisfied the terms set forth in Section X of the 2020-2024 Act 93 Compensation and Benefits Program ("Act 93 Plan") Graduate Cohort/Accelerated Degree Program Reimbursement, Montedoro's agrees that he shall remit payment to the District as follows: One Hundred Percent (100%) of the amount paid to Shippensburg if Montedoro leaves employment with the District on or before June 30, 2023; Fifty Percent (50%) of the amount paid to Shippensburg if Montedoro leaves employment with the District on or before June 30, 2025.

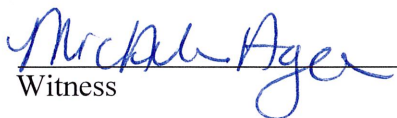
4. Nothing in this Agreement shall limit or affect the District's rights under Section XV of the Act 93 Plan.

5. Montedoro agrees and understands that he has entered this Agreement freely, voluntarily, and without coercion and that this Agreement does not create an agreement for a specific term of employment.

IN WITNESS WHEREOF, intending to be legally bound, Montedoro has hereunto set forth his understanding, confirmation and acceptance of this Agreement and the District has caused this Agreement to be executed by its duly authorized agent as of the 9th day of August 2021.


Witness


Derry Township School District


Witness


Michael Montedoro

SHIPPENSBURG AREA SCHOOL DISTRICT

[317 North Morris St. Shippensburg, PA 17257 (717) 530-2702 fax (717) 530-2724]

OFFICE OF THE BUSINESS ADMINISTRATOR

INVOICE



TO: Mike Montedoro
11805 Buck Run Dr.
Greencastle, PA 17225

DATE: August 2, 2021

Tuition reimbursement due to the Shippensburg Area School District for courses taken at Point Park University due to your August 6, 2021 resignation as follows:

EDUC545	The Principalship	8/24/19 – 10/18/19	\$1,530.00
EDUC538	Educational Administration	10/20/19 – 12/13/19	\$1,530.00
EDUC546	Curriculum, Supervision & Leadership	1/4/20 – 2/28/20	\$1,530.00
EDUC549	Applied Research Practicum in School	2/29/20 – 4/24/20	\$1,530.00
SPED534	Differentiated Instructional Practices	5/30/20 – 6/26/20	\$1,530.00
EDUC550	Applied Research Practicum 2	6/28/20 – 8/21/20	<u>\$1,530.00</u>
Total amount due			\$9,180.00

PAYMENT TERMS: PAYMENT DUE 30 DAYS FROM INVOICE DATE

Please make checks payable to:
Shippensburg Area School District

Return to:
Shippensburg Area School District
Business Office
317 North Morris Street
Shippensburg, PA 17257

August 9, 2021 – PSBA Liaison Insider Summary Update

Dealing with unemployment compensation fund

As concerns regarding unemployment compensation (UC) fraud are increasing across the state, the Pennsylvania Department of Labor and Industry is continuing to provide updates and resources to employers, including school districts, who believe they may be potential victims of UC fraud. Employers should respond promptly to any employer notices about a fraudulent claim. The fastest way to do this is in the employer's portal in the new UC system or through the [State Information Data Exchange System \(SIDES\) e-response system](#). The department has online resources for those employers who wish to use the new system, including video tutorials and [step-by-step guides](#) and [answers to frequently asked questions](#) about the new UC system. [Click here](#) for more information and resources for employers in dealing with unemployment compensation fraud.

Schools can still apply for federal Emergency Connectivity Funds

The application window for school districts to apply for the new [Emergency Connectivity Fund \(ECF\)](#) is still open through August 13, 2021. The ECF, which is administered by the Federal Communications Commission (FCC), is a \$7.17 billion temporary program that will help meet the remote learning needs of students, school staff and libraries with the costs associated with laptops, tablets, Wi-Fi hotspots, modems, routers and broadband connectivity purchases. Interested schools can find more information and apply at emergencyconnectivityfund.org. Schools can visit the [FCC website](#) and [click here](#) for more updated information.

Free school meals to continue in the 2021-22 school year

The PA Department of Education announced that K-12 schools will have the option to continue offering free school meals during the 2021-22 school year. The U.S. Department of Agriculture (USDA) recently released a group of waivers and eligibility guidelines allowing schools to offer the meals without determining eligibility based on the student's household income. Participating schools will operate under the Seamless Summer Option (SSO) and will receive a higher federal reimbursement rate per meal. Schools that elect not to serve free meals through the SSO will determine eligibility for free and reduced-price meals through the National School Lunch Program (NSLP) using federal income guidelines. The USDA recently released [updated income eligibility guidelines for the 2021-22 school year](#) that went into effect July 1, 2021, and allow schools to determine eligibility for the NSLP, the School Breakfast Program, the Special Milk Program for Children, the Child and Adult Care Food Program, the Summer Food Service Program, and the Pandemic Electronic Benefit Transfer. To apply, households already receiving benefits from the Supplemental Nutrition Assistance Program (SNAP) or Temporary Assistance for Needy Families (TANF) need only include the SNAP or TANF case number on their application if not notified of their automatic eligibility by the school. Households enrolled in the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) may qualify for free or reduced-price school meals and should complete a Household Meal Benefit Application. Other households can find more information on Pennsylvania's [COMPASS website](#).

Repeal of overtime regulations becomes law without governor's signature

[House Bill 336](#) (Rep. Mackenzie, R-Lehigh), which repeals state regulations pertaining to overtime compensation that would go beyond the minimum requirements in federal law, became law on July 8 without Gov. Wolf's signature. The new Act 70 of 2021 revokes regulations adopted in October 2020 slated to become effective in October 2021 that would have required time-and-a-half pay for salaried personnel who worked over 40 hours a week. A bill automatically becomes law if it is passed by the General Assembly and the governor does not take action to sign or veto within 10 days.

PDE announces launch of Science Education Leadership Network

The PA Department of Education (PDE) and [NextGenScience](#) recently announced the launch of the Pennsylvania Science Education Leaders (PennSEL) Network, a cohort of leadership teams representing 19 regions across the state with the goal of improving science learning for all students. The PennSEL Network will bring together intermediate unit-based teams of over 120 IU, community, district, and school-based science leaders to build a common strategy for improving local systems of science teaching and learning. This initiative builds upon a larger strategy to strengthen STEM education as the State Board of Education has proposed new state science standards (under Title 22, Chapter 4) intended to replace the current standards that were enacted in 2002. The proposal was [recently published in the Pennsylvania Bulletin](#) and is currently in the regulatory review process. The PennSEL Network will support and help prepare educators for any changes that may result.